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.

CITY OF OXNARD CALIFORNIA

AGENDA

OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
*OXNARD FINANCING AUTHORITY
*OXNARD HOUSING AUTHORITY
Regular Meetings
City Council Chambers, 305 West Third Street, Oxnard
September 1, 2015
5:00 P.M. Closed Session

A. ROLL CALL/POSTING OF AGENDA

*** The Oxnard Financing Authority and the Oxnard Housing Authority will not meet because there are no items requiring consideration on this date.**

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION – (Please see Page 4 for a description of closed session items)

D. OPENING CEREMONIES – 6:00 P.M.

1. SUBJECT: Moment of Silence for the Families of Julie Flynn, Ernest Borjas, Andrew Voth and Mason Peters.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

1. SUBJECT: Introduction of New Finance Director, Joseph Lillio and New Housing Director, Arturo Casillas

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

At this time, the legislative body will consider public comments for a maximum of thirty minutes. A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. A person not able to address the legislative body at this time because the thirty minutes expires may do so just prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take any action on any items presented during public comments at this time. Such items may only be referred to the City Manager/ Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing. The presiding officer shall limit public comments to three minutes.

G. REVIEW OF INFORMATION/CONSENT AGENDA

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

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

I. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Regular Meetings of the Oxnard City Council for June 2 and 9, 2015; and Minutes of the Special Meetings of the Oxnard City Council for May 26 and 28, 2015; Minutes of the Regular Meetings of the Oxnard Community Development Successor Agency for February 3 10, 24, March 3, 17, 24, April 7, 14, 21 and 28, May 5, 12, 19, June 2, 9, 16 and 23, July 7, 14, 21 and 28, 2015. (001)
   RECOMMENDATION: Approve.
   Legislative Body: CC Contact: Daniel Martinez Phone: 385-7803

City Manager Department

2. SUBJECT: Agreements for City Council Review. (045)
   RECOMMENDATION: Pursuant to Ordinance 2835 and Resolution 13,932, approve and authorize the City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than $25,000 but no more than $250,000, which are described on the attached list.
   Legislative Body: CC Contact: Greg Nyhoff Phone: 385-7430

3. SUBJECT: Blanket Purchase Order with Granite Construction, Incorporated. (051)
   RECOMMENDATION: Approve and authorize the Mayor to execute a Blanket Purchase Order No. 5527 with Granite Construction, Incorporated (Granite), for a not-to-exceed amount of $400,000 for the purchase of hot mix asphalt and class 2 road base for street pavement repair and for the processing and recycling of concrete and asphalt demolition debris throughout Fiscal Year 2015-2016.
   Legislative Body: CC Contact: Phil Gregoire Phone: 385-8051

Development Services Department

4. SUBJECT: Second reading of Ordinance No. 2894 approving Planning and Zoning Permit No. 13-670-01 for the Village Specific Plan. (063)
RECOMMENDATION: Second reading and adoption.
Legislative Body: CC Contact: Ashley Golden Phone: 385-7868

J. PUBLIC HEARINGS

K. APPOINTMENT ITEMS

L. REPORTS

Community Development Department

1. SUBJECT: Adoption of the Recognized Obligation Payment Schedule for the Period January 1, 2016 – June 30, 2016. (065)
RECOMMENDATION: Adopt a Resolution approving the Ninth Recognized Obligation Payment Schedule (ROPS) 15-16B covering the period of January 1, 2016 – June 30, 2016.
Legislative Body: SA Contact: Kymberly Horner Phone: 385-7407

Finance Department

2. SUBJECT: Financial Auditing Services. (079)
RECOMMENDATION: Approve and authorize the Mayor to execute a 3-year agreement and engagement letter with Eadie & Payne, LLP (A-7819) in an amount not to exceed $317,175 for audit and related accounting services.
Legislative Body: CC Contact: Joseph Lillio Phone: 385-7475

M. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

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

1. SUBJECT: League of California Cities Annual Conference Voting Delegate/Alternate 2015. (111)
RECOMMENDATION: Designate a voting delegate and a voting alternate to the League of California Cities Annual Conference and discuss the City's position on the League's resolutions.
Legislative Body: CC Contact: Maria Hurtado Phone: 385-7430

O. PUBLIC COMMENTS ON REPORTS

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

P. PUBLIC COMMENTS ON STUDY SESSION

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

Q. STUDY SESSION

Development Services Department

1. SUBJECT: Pre-Application Review (PZ No. 15-600-01) of a request for: 1) Annexation to the City of Oxnard; 2) a General Plan Amendment changing the land use designation from School to Residential Medium; 3) Preliminary Zoning Designation of Garden Apartment Planned Development (R-3-PD); 4) a Special Use Permit to allow construction of 228 residential, multi-family units (20-100% affordable); 5) a Density Bonus Permit to allow for a maximum density of 24 units per acre; and 6) a Tentative Subdivision Map for condominiums on a 9.9-acre property located at 2714 East Vineyard Avenue (APN 145-0-232-010) and owned by the Rio School District. Filed By: Jordan Marshall on behalf of Aldersgate Investments, LLC. (171)
   RECOMMENDATION: Review and provide preliminary comments on a pre-application.
   Legislative Body: CC Contact: Douglas Spondello Phone: 385-3919

C. CLOSED SESSION – Continued from Page 1

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION.

CC Government Code Section 54956.9(d)(1)

Name of case: United States, et al., ex rel. Hendrix v. J-M Manufacturing Company, Inc., et al., United States District Court for the Central District of California, Case No. ED CV 06-00055-GW.

The Interim City Attorney requested that this item be discussed in closed session under the Brown Act exception of Conference with Legal Counsel – Existing Litigation. The purpose of the closed session is to report to City Council on the status of the litigation.

2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION.

CC Title: City Manager

The Interim 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).

R. ADJOURNMENT

AGENDA ITEM NO. I - 1

MINUTES

OXNARD CITY COUNCIL
Regular Meeting
June 2, 2015

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, Dorina Padilla and Bert Perello were present. The Deputy City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Flynn presided and called the meeting to order. Staff members present were: Greg Nyhoff, City Manager; Stephen Fischer, Acting City Attorney; Tabin Cosio, Human Resources Director and Lyn McGraw, Deputy City Clerk

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

At 4:35 p.m. the City Council recessed to a closed session, pursuant to Government Code section 54957.6, to review the status of labor negotiations and to review its available funds and funding priorities for the sole purpose of providing instructions to the City's negotiators, Greg Nyhoff, City Manager; Dania Torres Wong and Durke Dunphy, City's labor attorneys, regarding the matters specified in item C.1 of the meeting agenda.

Agency designated representatives: J. Tabin Cosio, Director of Human Resources; Dania Torres Wong, and Burke Dunphy, City's labor attorneys. Employee organizations: International Association of Firefighters, AFL-CIO (IAFF), Local No. 1684; the 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. 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, Redevelopment Services Manager, Library Director, Police Chief, Utilities Director (Executive Directors); Assistant City Attorney, Deputy City Attorney, Law Office Manager, Human Resources Manager, Workers' Compensation Manager, Management Analyst III (Confidential Mid-Managers); and 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 Secretary (C55), Senior Benefits Coordinator (C75), Senior Human Resources Coordinator (C75), Workers' Compensation Specialist (C69) (Confidential Employees).

At 5:57 p.m. the City Council reconvened and recessed to the evening session.

D. OPENING CEREMONIES

At 6:07 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: Daniel Martinez, City Clerk; Maria Hurtado, Assistant City Manager; Scott Whitney, Interim Assistant City Manager; Jeri Williams, Police Chief; Michael Henderson, General Services Manager; Ashley Golden, Planning and Environmental Services Manager and Daniel Rydberg, Interim Utilities Director.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of Awards for the City of Oxnard WaterWise Garden
DISCUSSION: The Council recognized the selected WaterWise Contest winners: Linda Poski, Water Conservation Manager, introduced Nancy Luna, Nicole Donner and Carrie Donner.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Ventura Fernandez; Robert Franks; Ed Ellis; Edgar Mohorko; Greg Runyon; Jim Milstead; Charles Rogers; Joe Avelar; Mike Johnson; Vera Vega; Martin Jones and Pat Brown.

G. REVIEW OF INFORMATION/CONSENT AGENDA

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

I. INFORMATION/CONSENT AGENDA

City Manager Department

1. SUBJECT: Agreements for City Council Review. (001)
RECOMMENDATION: Approve and authorize the City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than $25,000 but no more than $250,000, which are described on the attached list.

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

J. PUBLIC HEARINGS

K. APPOINTMENT ITEMS

L. REPORTS

General Services Department

1. SUBJECT: First Amendment to Agreement for Trade Services with Natural Green Landscape, Inc. for Seabridge Landscape Maintenance Services. (003)
RECOMMENDATION: Approve and authorize the Mayor to execute a First Amendment to Agreement for Trade Services with Natural Green Landscape, Inc. (6565-14-CM) to extend the

Agreement to June 30, 2016, thereby increasing the amount $143,460 for a total of $286,920 providing landscape maintenance services within Community Facility District (CFD) No. 4 known as Seabridge located on Wooley Road between Victoria Avenue and Trade Winds Drive. DISCUSSION: The General Services Manager reviewed the services being provided.

The Council discussed several issues including: "watering" policy, planting of trees, use of pesticides and living wage policy.

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

2. SUBJECT: Scheduling of Public Hearing and Adoption of Resolutions to Declare Intent to Levy FY 2015-2016 Assessments for Landscape Maintenance District Nos.1 through 3, and 7 through 26. (025)
RECOMMENDATION: 1) Adopt resolutions declaring City Council's intention to levy FY 2015-2016 assessments for Landscape Maintenance Districts Nos. 1 through 3, and 7 through 26 in the following tracts: • **Resolution No. 14,750,** Tract No. 2247, District No. 1 (Summerfield); • **Resolution No. 14,751,** Tract Nos. 4065, 4164, 4355 and 4225, District No. 2 (Channel Islands Business Park); • **Resolution No. 14,752,** Tract No. 3384, District No. 3 (River Ridge); • **Resolution No. 14,753,** Tract Nos. 4183 and 3943, District Nos. 7 and 8 (Northfield/Seagate Business Park); • **Resolution No. 14,754,** Tract Nos. 3051-2, 3051-3, and 4351, District No. 9 (Strawberry Fields); • **Resolution No. 14,755,** Tract No. 4405, District No. 10 (Country Club Estates); • **Resolution No. 14,756,** Tract No. 4376, District No. 11 (St. Tropez); • **Resolution No. 14,757,** Tract No. 4294, District No. 12 (Standard Pacific); • **Resolution No. 14,758,** Tract No. 4424, District No. 13 (Le Village); • **Resolution No. 14,759,** Tract No. 4492, District No. 14 (California Cove); • **Resolution No. 14,760,** Tract No. 4443, District No. 15 (Pelican Pointe); • **Resolution No. 14,761,** Tract No. 4810, District No. 16 (California Lighthouse); • **Resolution No. 14,762,** Tract No. 4702, District No. 17 (Village of San Miguel); • **Resolution No. 14,763,** Parcel Map Nos. 213-0-031-355, 375, 385, 405, 415, 425, District No. 18 (St. John's Regional Medical Center); • **Resolution No. 14,764,** Tract No. 4827, District No. 19 (Shopping at the Rose); • **Resolution No. 14,765,** Parcel Map Nos. 231-0-020-200, 210, 240, District No. 20 (Wallenius Vehicle Preparation Center); • **Resolution No. 14,766,** Tract Nos. 3384-7, 8, District No. 21 (Cypress Pointe); • **Resolution No. 14,767,** Tract No. 4611, District No. 22 (McDonald's Median); • **Resolution No. 14,768,** Tract No. 4529, District No. 23 (Greystone); • **Resolution No. 14,769,** Tract No. 4529, District No. 24 (Vineyards); • **Resolution No. 14,770,** Tract No. 4840, District No. 25 (The Pointe); and • **Resolution No. 14,771,** Parcel Map No. 202-0-010-685, District No. 26 (Albertson's); and 2) Set a public hearing for June 23, 2015, on the levy of the proposed assessments in Landscape Maintenance District Nos. 1 through 3, and 7 through 26.*
DISCUSSION: The General Services Manager reviewed the process to maintain a landscape district including repairs services.

Public comments were received from: Steve Nash and Jackie Tedeschi.

The Council discussed several issues including process of maintaining landscape districts and finding cost efficiencies.

ACTION: Approved as recommended. (MacDonald/Ramirez). Ayes: Padilla, Perello, Flynn, Ramirez and MacDonald. *Abstain: Perello only District No. 13.

Human Resources Department

3. SUBJECT: Agreement Related to Treatment of Excess Leave Balances between the City and Service Employees International Union, Local 721. (167)
RECOMMENDATION: Adopt **Resolution No. 14,772** approving an agreement between the City and the Service Employees International Union, Local 721 ("SEIU") (A-7784) related to treatment of excess leave balances and authorizing the Director of Human Resources, the Interim Chief Financial Officer, City Manager and/or their designee(s) to take the necessary administrative action to implement this agreement, including executing the agreement on behalf of the City.
DISCUSSION: The Finance Director and Burke Dunphy reviewed background and terms of agreement.
ACTION: Approved as recommended. (MacDonald/Ramirez). Ayes: Perello, Flynn, Ramirez, MacDonald and Padilla.

Police Department

4. SUBJECT: County of Ventura Animal Services Agreement. (175)
RECOMMENDATION: 1) Approve and authorize the Mayor to execute a one year-agreement with the option for four one-year extensions with the County of Ventura's Public Health Agency (A-7779) for animal sheltering services, in a not to exceed amount estimated at $1,698,700 for Fiscal Year 2015-2016; and 2) Receive a report from staff on current animal services operations provided by the City, and recommendations to offset costs of the new agreement, including implementing best practices, introducing a spay and neuter ordinance, increasing outreach and education programs, and modifying staffing in-line with the budget.
DISCUSSION: The Code Compliance Officer and Tara Diller, Ventura County Animal Control, reviewed the process of the County at the animal shelter and services provided.

Public comments were received from: George Miller, Dan Lechliter and Jackie Tedesghi.

The City Council discussed: licensing of pets and Ventura County "no kill" shelter policy.

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

Utilities Department

7. SUBJECT: Verbal Report on the Pavement Management System (PMS) Update Project.
RECOMMENDATION: Receive and consider a verbal report on the project to update the City's Pavement Management System (PMS) including; PMS process; assessment of street condition; condition trends, preventative maintenance and capital improvement project recommendations; prioritization of projects; and funding availability.
DISCUSSION: The Interim Utility Director and Joe Ririe Pavement Engineering, Inc, reviewed the maintenance of the streets/roads and possible options.

Public comments were received from: Steve Nash and Daniel Lechliter.

The City Council discussed: maintenance costs of street/roads; different types of maintenance and different material options.

ACTION: Received report and provided comments.

5. SUBJECT: Approval of Lowest Responsible and Responsive Bidder; Authorization to Issue and Execute a Contract for UD14-07- Hobson Park West Neighborhood Resurfacing Project; Approve Appropriation for the Project in the Amount of $1,400,000; and Unappropriate Funding of Half Cent Sales Tax Funds and Fremont North Neighborhood Resurfacing Project. (193)
RECOMMENDATION: 1) Award contract to the lowest responsible and responsive bidder, Toro Enterprises, Inc. (A-7777) in the amount of $933,494.35 for the UD14-07 Hobson Park West Neighborhood Resurfacing Project, and authorize the purchasing agent to execute the contract upon receipt of final documents; and 2) Authorize unappropriation of Half Cent Sales Tax funds from Project 143114, Hobson Park Neighborhood Resurfacing Project, in the amount of $1,400,000 and the Lease Revenue Project and Refunding Bonds, Series 2014 funds from Project 153117, Fremont North Neighborhood Resurfacing Project, in the amount of $1,400,000 and re-appropriate funds in the amount of $1,400,000 from the Lease Revenue Project and Refunding Bonds, Series 2014 to fund the Hobson Park West Street Resurfacing project 143114.
ACTION: Approved as recommended. (Padilla/MacDonald). Ayes: Ramirez, MacDonald, Padilla, Perello and Flynn.

6. SUBJECT: Approval of Lowest Responsible and Responsive Bid and Authorization to Issue and Execute a Contract for UD15-10- Channel Islands Neighborhood Resurfacing Project. (217)
RECOMMENDATION: Award contract to the lowest responsible and responsive bidder, Toro Enterprises, Inc. (A-7778) in the amount of $1,274,294.25 for the UD15-10-Channel Islands Neighborhood Resurfacing Project, and authorize the purchasing agent to execute the contract upon receipt of final documents.
ACTION: Approved as recommended. (Padilla/MacDonald). Ayes: Ramirez, MacDonald, Padilla, Perello and Flynn.

M. REPORT OF CITY MANAGER

N. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The City Council discussed: finding of "tar" on beaches; renaming of Boll baseball field and local scheduled July 15, 2015 public hearing regarding placing a "power" plant on the beach.

O. PUBLIC COMMENTS ON REPORTS

P. PUBLIC COMMENTS ON STUDY SESSION

Q. STUDY SESSION

R. ADJOURNMENT

At 10:14 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ City Clerk	TIM FLYNN Mayor

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
June 9, 2015

A. ROLL CALL/POSTING OF AGENDA

At 4:35 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers concurrently with the 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. Staff members present were: Daniel Martinez, City Clerk; Greg Nyhoff, City Manager; Maria Hurtado, Assistant City Manager; Scott Whitney, Interim Assistant City Manager; Stephen Fischer, Interim City Attorney; Daniel Rydberg, Interim Utilities Director. David Millican, Interim Finance Director; Tobin Coscio, Human Resources Director; Jeri Williams, Police Chief; Michael Henderson, General Services Manager and Daniel Rydberg, Interim Utilities Director.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence.

K. APPOINTMENT ITEMS

City Manager's Office

1. SUBJECT: Fiscal Year 2015-16 Budget Process – Budget Workshop on Utilities Department.
RECOMMENDATION: (1) Conduct budget presentation on Utilities Department with the primary intent of: a) understanding departmental accomplishments, objectives, priorities and service level and providing appropriate feedback; and b) solicit public input.
DISCUSSION: The Interim Utilities Director reviewed current programs and projects of Water and Waste Water including training programs; water conservation program; efficiency effects; upgrade of meters; ground water use and future pipeline connections.

   The City Manager discussed financial situation of the City and possible future rate increases to cover bond costs.

   Public comments were received from: Larry Stein; Jim Lavery; Steve Nash and Martin Jones.

   The City Council discussed: use of consultants; neighborhood odors complaints; equipment maintenance; staffing of personnel and future recycled water use.

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

2. SUBJECT: Proposed Operating and Capital Budget for Fiscal Year (FY) 2015-16. (001)
RECOMMENDATION: Receive the proposed budget reductions for FY 2015-16 and provide direction.

DISCUSSION: The City Manager reviewed the budget process including past management dicisions, development of strategy & future planning; organization assessment; reporting to City Council and use Measure "O" of funds.

The Interim Finance Director outlined the City's financial situation.

The Interim Assistant City Manager commented on: Police staffing levels; Fire staffing positions and possible overtime cost solutions.

RECESS

At 8:48 p.m., the City Council recessed and at 9:02 p.m., the City Council reconvened.

ACTION: The City Council concurred to take action on I-3 only and then return to K-2.

I. INFORMATION/CONSENT AGENDA

Police Department

3. SUBJECT: Body-Worn Camera Pilot Implementation Program FY2015 Competitive Grant Announcement. (059)
RECOMMENDATION: Adopt **Resolution No. 14,773**: 1) Authorizing the City Manager to execute and submit an application for up to $150,000 in grant funds to the U.S. Department of Justice for Body-Worn Camera Systems; 2) Authorizing the City Manager or designee to execute grant agreements; 3) Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims and approve administrative budget adjustments for the use of grant funds; and 4) Authorizing the Chief of Police or designee to submit non-financial reports.

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

K. APPOINTMENT ITEMS

2. SUBJECT: Proposed Operating and Capital Budget for Fiscal Year (FY) 2015-16. (001)
RECOMMENDATION: Receive the proposed budget reductions for FY 2015-16 and provide direction.
DISCUSSION: Public comments were received from: Michelle Turner; Christopher Williams; Mike Johnson; Roger Brooks; George Miller; Janet Yates; Larry Stein; Peter Martinez; Jesus Flores; Francisco Rangel; Jim Milstead; Nancy Lindholm; Greg Runyon; Dan Pinedo; Jason Zaragoza; JoAnn Olivares; James Crilly; Pamm Fair and Steve Nash.

The City Council discussed several issues including: Public Safety issues; use of "limited benefit employees"; the City's reserve amount; possible changes to budget; State law requirements and baseline services.

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

I. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Regular Meetings of the Oxnard City Council for February 24, 2015 and March 3, 2015; and Minutes of the Special Meetings of the Oxnard City Council for March 5, 2015. (033)
   RECOMMENDATION: Approve.

City Manager Department

2. SUBJECT: Agreements for City Council Review. (057)
   RECOMMENDATION: Approve and authorize the City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than $25,000 but no more than $250,000, which are described on the attached list.

Recreation and Community Services Department

4. SUBJECT: Appointment of two representatives to the Ventura County Area Agency on Aging Advisory Council. (063)
   RECOMMENDATION: Approve the recommendation from the Senior Services Commission and appoint Alice Sweetland and Kay Brainard to the Ventura County Area Agency on Aging Advisory Council.

5. SUBJECT: Acceptance of Senior Nutrition Grant Funds from the Ventura County Area Agency on Aging ("VCAAA") for FY 2015-2016. (067)
   RECOMMENDATION: 1) Authorize the City Manager or designee to execute Amendment No. 8 to the Ventura County Area Agency on Aging Grant Contract No. 3C-007-071212 for the Provision of Services (Senior Nutrition Program) ("Senior Nutrition Program Grant Agreement") and any other document or instrument necessary to carry out the purposes of Senior Nutrition grant; the Finance Director or designee to submit financial reports, grant claims and approve budget adjustments for the use of Senior Nutrition grant funds; and 2) Approve a special budget appropriation to recognize the Senior Nutrition grant award in the amount of $85,906 and program donations for the FY 2015-2016 Senior Nutrition Program.

INFORMATION/CONSENT AGENDA ACTION: The City Council concurred to continue items to next meeting.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Steve Nash; Martin Jones; Pat Brown; Larry Stein and Al Velasquez.

G. REVIEW OF INFORMATION/CONSENT AGENDA

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

J. PUBLIC HEARINGS

L. REPORTS

HOUSING AUTHORITY

At 10:46 p.m. the joint meeting with the Housing Authority concluded.

N. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

1. SUBJECT: Verbal Discussion on City Council Contribution towards California Public Employees Retirement System (CalPERS) Retirement Benefits.
   RECOMMENDATION: Provide direction to staff on bringing back a future action item regarding levels of City Council contributions towards CalPERS retirement benefits.

   ACTION: The Council directed staff to place this subject to a future agenda.

M. REPORT OF CITY MANAGER

The City Manager spoke on the future of the City to be on the road to financial recovery.

N. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The City Council discussed: re-naming of Boll ballfield; El Concilio Awards; Ventura County Transportation Commission; Community Choice (energy program); Ventura County Airport Authority and examine EDCO services.

O. PUBLIC COMMENTS ON REPORTS

P. PUBLIC COMMENTS ON STUDY SESSION

Q. STUDY SESSION

R. ADJOURNMENT

At 11:01 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ	TIM FLYNN
City Clerk	Mayor

MINUTES

OXNARD CITY COUNCIL
Special Meeting
City Council Chambers, 305 West Third Street, Oxnard
May 26, 2015

A. ROLL CALL/POSTING OF AGENDA

At 4:06 p.m., the special meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The Deputy City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Greg Nyhoff, City Manager; Maria A. , Hurtado Assistant City Manager; Scott Whitney, Interim Assistant City Manager; Stephen Fischer, Interim City Attorney; Dave Millican, Interim Chief Financial Officer; Jeri Williams, Police Chief; Jason Benites, Assistant Police Chief; Eric Sontesgard, Police Commander; Sergio Martinez, Fire Marshall; Gary Sugich, Battalion Chief; Michael Henderson, General Services Manager; Rob Roshanian, Development Services Manager; Ashley Golden, Planning and Environmental Services Manager; Kymberly Horner, Redevelopment Services Manager and Lyn McGraw, Deputy City Clerk.

B. APPOINTMENT ITEMS

City Manager's Office

1. SUBJECT: Fiscal Year 2015-16 Budget Process – May 26th and 28th Council Budget Workshops. (001)
RECOMMENDATION: (1) Approve the recommended budget calendar and process leading to adoption of the FY 2015-16 Budget on June 23, 2015; and (2) Conduct two Budget Workshops on May 26 and 28 with the primary intent of: a) understanding the City's financial position and why we need to reduce the operating budget; b) understanding departmental accomplishments, objectives, priorities and service level impacts associated with possible budget reductions of 5%, 10%, and 15% and providing appropriate feedback; and c) solicit public input on options to balance the budget.
DISCUSSION: The City Manager discussed services to be provided to the community and budget options. Presentations were made by Police Department, Fire Department, General Services Department, Development Services Department and Community Development Department.

RECESS

At 7:11 p.m. the City Council concurred to recess. At 7:17 p.m., Councilmembers returned to meeting and reconvened.

The City Council provided comments and questions regarding presentations including community service levels, use of Measure "O" funds, "truck" traffic issues, update of development fees, Information Systems services, community impacts, use of recycled water, inter-agency coordination and "future" downtown development.

ACTION: The Council received presentations and provided comments.

C. PUBLIC COMMENT

Public comments were received from: Christopher Williams; Mike Johnson; Garrett Johnson; Martin Jones; Pat Brown; Al Velasquez; Inez Tuttle; George Miller; Danna Aten; Jeff Donabedian; Peggy Rivera; Larry Stein; Jim Lavery and Patrick Barrios.

D. ADJOURNMENT

At 9: 38 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

LYN MCGRAW
Deputy City Clerk

MINUTES

OXNARD CITY COUNCIL
Special Meeting
May 28, 2015

A. ROLL CALL/POSTING OF AGENDA

At 4:07 p.m., the special meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. Mayor Flynn was absent. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Pro Tem Ramirez 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, Interim Assistant City Manager; Stephen Fischer, Interim City Attorney; Dave Millican, Interim Chief Financial Officer; Jeri Williams, Police Chief; Barbara Murray, Library Director; Yvonne Harper, Circulation Supervisor; Sofia Kimsey, Library Services Supervisor; Terrel Harrison, Recreation Supervisor/PAL Co-Director; Gregory Barnes, Interim Recreation Supervisor; Tobin Coscio, Human Resources Director; Todd Housley, Environmental Resources Manager and Grant Dunne, Management Analyst.

B. APPOINTMENT ITEMS

City Manager's Office

1. SUBJECT: Fiscal Year 2015-16 Budget Process – May 26th and 28th Council Budget Workshops. (001)
RECOMMENDATION: (1) Approve the recommended budget calendar and process leading to adoption of the FY 2015-16 Budget on June 23, 2015; and (2) Conduct Budget Workshops on May 28 with the primary intent of: a) understanding the City's financial position and why we need to reduce the operating budget; b) understanding departmental accomplishments, objectives, priorities and service level impacts associated with possible budget reductions of 5%, 10%, and 15% and providing appropriate feedback; and c) solicit public input on options to balance the budget.
DISCUSSION: The City Manager discussed services to be provided to the community and budget options. Presentations were made by Library Department, Recreation Department, Human Resources, Finance Department and Environmental Resources Divison.

RECESS

At 6:31 p.m. the City Council concurred to recess. At 6:36 p.m., Councilmembers returned to meeting and reconvened.

The City Council provided comments and questions to presentations including community service levels regarding library services, condition of parks and playing fields, senior services, having an internal staff leadership program, city-wide financial controls, up-date of Material Recovery Facility and community participation of recycling program.

ACTION: The Council received presentations and provided comments.

C. PUBLIC COMMENT

Public comments were received from: Martin Jones; Kathie Lanker; Inez Tuttle; Steve Huber; Pat Brown; Al Velasquez; Larry Stein and George Miller.

D. ADJOURNMENT

At 8:13 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

CARMEN RAMIREZ
Mayor Pro Tem

MINUTES
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
February 3, 2015

A. ROLL CALL/POSTING OF AGENDA

At 4:35 p.m., the regular meeting of the Oxnard Community Development Commission Successor Agency convened in the Council Chambers concurrently with the Oxnard City Council. Commissioners Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Greg Nyhoff, Executive Director; Scott Whitney, Interim Assistant Executive Director and Stephen Fischer, Interim General Counsel.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

At 5:08 p.m. the City Council and Community Development Commission Successor Agency recessed to a closed session, pursuant to Government Code section 54956.9(d)(1) to confer with its attorneys. The title and case number of the litigation being discussed was SOCM I, LLC v. City of Oxnard, et al., Ventura County Superior Court, Case No. 56-2012-00427637-CU-MC-VTA.

At 6:11 p.m. the Community Development Commission Successor Agency reconvened and recessed to the evening session. The Interim General Counsel announced the settlement regarding downtown theater and business district.

D. OPENING CEREMONIES

The regular meeting of the Community Development Commission Successor Agency reconvened in the Council Chambers, concurrently with the City Council. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

I. PUBLIC HEARINGS

J. APPOINTMENT ITEMS

K. REPORTS

L. REPORT OF EXECUTIVE DIRECTOR/SECRETARY

M. SUCCESSOR AGENCY BUSINESS/COMMITTEE REPORTS

N. PUBLIC COMMENTS ON REPORTS

O. PUBLIC COMMENTS ON STUDY SESSION

P. STUDY SESSION

Q. REVIEW OF INFORMATION/CONSENT AGENDA

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

S. INFORMATION/CONSENT AGENDA

CITY COUNCIL

At 8:56 p.m. the joint meeting with the City Council concluded.

T. ADJOURNMENT

At 8:56 p.m., the Community Development Commission Successor Authority concurred to adjourn the meeting.

DANIEL MARTINEZ Secretary Designate	TIM FLYNN Chairperson

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
February 10, 2015

A. ROLL CALL/POSTING OF AGENDA

At 6:23 p.m., the regular meeting of the Oxnard Community Development Commission Successor Agency convened in the Council Chambers concurrently with the City Council. Commissioners Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. Chairperson Tim Flynn was absent. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Vice-Chairperson Ramirez presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Greg Nyhoff, Executive Director; Scott Whitney; Interim Assistant Executive Director; Stephen Fischer, Interim General Counsel and Kymberly Horner, Interim Redevelopment Services Manager.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

I. PUBLIC HEARINGS

J. APPOINTMENT ITEMS

K. REPORTS

L. REPORT OF EXECUTIVE DIRECTOR/SECRETARY

M. SUCCESSOR AGENCY BUSINESS/COMMITTEE REPORTS

N. PUBLIC COMMENTS ON REPORTS

O. PUBLIC COMMENTS ON STUDY SESSION

P. STUDY SESSION

Q. REVIEW OF INFORMATION/CONSENT AGENDA

Comments received from: Interim Redevelopment Services Manager (S-4).

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

S. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Oxnard Community Development Commission Successor Agency for December 2, 9 and 16, 2014 (011)
RECOMMENDATION: Approve.

Community Development Department

4. SUBJECT: Approval of Contract Amendment for Professional Services with Thomas E. Figg, Consulting Services. (053)
RECOMMENDATION: Approve and authorize the Chairperson to execute a Second Amendment to Agreement for Consulting Services with Thomas E. Figg (6399-13-CD) to assist in winding down the affairs of the former Redevelopment Agency, to increase the amount by $200,000 for a total of $314,000, and extend the term to June 30, 2017.

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

CITY COUNCIL

At 8:28 p.m. the joint meeting with the City Council concluded.

T. ADJOURNMENT

At 8:28 p.m., the Community Development Commission Successor Authority concurred to adjourn the meeting.

DANIEL MARTINEZ Secretary Designate	CARMEN RAMIREZ Vice-Chairperson

MINUTES
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
February 24, 2015

A. ROLL CALL/POSTING OF AGENDA

At 4:35 p.m., the regular meeting of the Oxnard Community Development Commission Successor Agency convened in the Council Chambers concurrently with the City Council. Commissioners Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. Chairperson Tim Flynn was absent. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Greg Nyhoff, Executive Director; Scott Whitney; Interim Assistant Executive Director; Stephen Fischer, Interim General Counsel; Kymberly Horner, Interim Redevelopment Services Manager and Todd Moody, Special Counsel.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

At 4:38 p.m. the City Council recessed to a closed session, pursuant to Government Code section 54956.9(d)(1), to confer with its attorneys. The title and case number of the litigation being discussed was Edmund Sotelo v. City of Oxnard, United States District Court, Case No. CV13-6039 FMO(MRWx).

The Successor Agency also recessed to a closed session, pursuant to Government Code section 54956.9(d)(4), based on existing facts and circumstances, to decide whether to initiate in one potential case.

At 6:15 p.m. the City Council and Successor Agency reconvened and recessed to the evening session.

D. OPENING CEREMONIES

At 6:24 p.m., the meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

I. PUBLIC HEARINGS

J. APPOINTMENT ITEMS

K. REPORTS

Community Development Department

3. SUBJECT: Adoption of the Recognized Obligation Payment Schedule for the Period July 1, 2015 – December 31, 2015. (017)
RECOMMENDATION: Adopt **Resolution No. 16** approving the Eighth Recognized Obligation Payment Schedule (ROPS) 15-16A covering the period of July 1, 2015 – December 31, 2015.
DISCUSSION: The Interim Redevelopment Services Manager reviewed the proposed ROPS schedule, creation of Successor Agency and past approved contracts.

Public comment was received from: George Miller.

The Commissioners discussed past shortfall due to a lawsuit and loan program (outstanding) agreements.

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

4. SUBJECT: Reimbursement Agreement. (139)
RECOMMENDATION: That the Governing Board approve, and recommend to its Oversight Board approval of, the Successor Agency's entry into a Reimbursement Agreement with the City of Oxnard.
DISCUSSION: The Interim Redevelopment Services Manager requested a "bridge" loan for several companies including Alert Property Management and maintenance costs. Special Counsel explained the State's proposed changes regarding the reimbursement process.

The City Manager commented on property management and maintenance costs.

Public comment was received from: Steve Nash.

At 10:59 p.m., Chairman Flynn left the meeting and Vice-Chairman Ramirez presided.

The Commissioners commented on: the maintenance of buildings, the reimbursement process and the sale of properties.

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

L. REPORT OF EXECUTIVE DIRECTOR/SECRETARY

M. SUCCESSOR AGENCY BUSINESS/COMMITTEE REPORTS

N. PUBLIC COMMENTS ON REPORTS

O. PUBLIC COMMENTS ON STUDY SESSION

P. STUDY SESSION

Q. REVIEW OF INFORMATION/CONSENT AGENDA

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

S. INFORMATION/CONSENT AGENDA

CITY COUNCIL

At 11:29 p.m. the joint meeting with the City Council concluded.

T. ADJOURNMENT

At 11:29 p.m., the Community Development Commission Successor Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

CARMEN RAMIREZ
Vice-Chairperson

MINUTES
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
March 3, 2015

A. ROLL CALL/POSTING OF AGENDA

At 6:05 p.m., the regular meeting of the Oxnard Community Development Commission Successor Agency convened in the Council Chambers concurrently with the City Council. Commissioners Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. Chairperson Tim Flynn was absent. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Vice-Chairperson Ramirez presided and called the meeting to order. Staff members present were: Greg Nyhoff, Executive Director; Scott Whitney; Interim Assistant Executive Director; Stephen Fischer, Interim General Counsel; Kymberly Horner, Interim Redevelopment Services Manager; Todd Moody, Special Counsel and Lyn McGraw, Deputy Secretary Designate.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

I. PUBLIC HEARINGS

J. APPOINTMENT ITEMS

3. SUBJECT: Verbal Update on the Convention and Visitors Bureau Annual Report.
RECOMMENDATION: Receive and consider report.
DISCUSSION: Need to address the business market; include American Express Card usage in the figures and not just Visa data.
ACTION: Received report and provided comments to staff.

K. REPORTS

S. INFORMATION/CONSENT AGENDA

City Clerk Department

3. SUBJECT: Minutes of the Regular Meetings of the Oxnard Community Development Successor Agency for January 13 and 27, 2015. (089)
RECOMMENDATION: Approve.

Community Development Department

5. SUBJECT: Assignment and Assumption Agreement Regarding Long-Range Property Management Plan Advisory Services Agreement with Kosmont Companies. (109)
RECOMMENDATION: 1) That the City Council approve the City's entry into an Assignment and Assumption Agreement with the Oxnard Community Development Commission Successor Agency; and 2) That the Governing Board approve, and recommend to its Oversight Board approval of, the Successor Agency's entry into an Assignment and Assumption Agreement with the City of Oxnard.

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

L. REPORT OF EXECUTIVE DIRECTOR/SECRETARY

1. SUBJECT: Verbal Update on the Status of the Memorandum of Agreement with the County of Ventura Regarding the Channel Islands Harbor.
DISCUSSION: The Development Services Director provided an update on the Memorandum of Agreement and commented on negotiations.

Public comments received from: Al Velasquez; Daniel Lechliter and George Miller.

ACTION: Received report, council provided comments and direction to staff to bring back at a later date for further discussion.

M. SUCCESSOR AGENCY BUSINESS/COMMITTEE REPORTS

N. PUBLIC COMMENTS ON REPORTS

O. PUBLIC COMMENTS ON STUDY SESSION

P. STUDY SESSION

Q. REVIEW OF INFORMATION/CONSENT AGENDA

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

CITY COUNCIL

At 10:53 p.m. the joint meeting with the City Council concluded.

T. ADJOURNMENT

At 10:53 p.m., the Community Development Commission Successor Authority concurred to adjourn the meeting.

LYN MCGRAW Deputy Secretary Designate	TIM FLYNN Chairperson

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
March 17, 2015

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
March 24, 2015

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ	TIM FLYNN
Secretary Designate	Chairperson

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
April 7, 2015

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ Secretary Designate	TIM FLYNN Chairperson

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
April 14, 2015

A. ROLL CALL/POSTING OF AGENDA

At 4:35 p.m., the regular meeting of the Oxnard Community Development Commission Successor Agency convened in the Council Chambers concurrently with the Oxnard City Council. Commissioners Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. Chairperson Tim Flynn was absent. The Deputy Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Assistant Chairperson Ramirez presided and called the meeting to order. Staff members present were: Greg Nyhoff, Executive Director; Scott Whitney, Interim Assistant Executive Director; Stephen Fischer, Interim General Counsel; Kymberly Horner, Interim Community Development Director; and Lyn McGraw, Deputy Secretary Designate.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

At 4:40 p.m. the Successor Agency recessed to a closed session, pursuant to Government Code section 54956.9(d)(4), based on existing facts and circumstances, to decide whether to initiate litigation in one potential case.

At 6:04 p.m. the Oxnard Community Development Commission Successor Agency reconvened and recessed to the evening session

D. OPENING CEREMONIES

At 6:05 p.m., the regular meeting of the Community Development Commission Successor Agency reconvened in the Council Chambers, concurrently with the City Council and Housing Authority. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

At 7:13 p.m., Chairperson Flynn was present and presided.

I. PUBLIC HEARINGS

J. APPOINTMENT ITEMS

K. REPORTS

L. REPORT OF EXECUTIVE DIRECTOR/SECRETARY

M. COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY BUSINESS /COMMITTEE REPORTS

N. PUBLIC COMMENTS ON REPORTS

O. PUBLIC COMMENTS ON STUDY SESSION

P. STUDY SESSION

Q. REVIEW OF INFORMATION/CONSENT AGENDA

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

S. INFORMATION/CONSENT AGENDA

CITY COUNCIL/HOUSING AUTHORITY

At 10:21 p.m., the joint meetings with the City Council and Housing Authority concluded.

T. ADJOURNMENT

At 10:21 p.m., the Community Development Commission Successor Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

CARMAN RAMIREZ
Vice-Chairperson

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
April 21, 2015

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ	TIM FLYNN
Secretary Designate	Chairperson

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
April 28, 2015

A. ROLL CALL/POSTING OF AGENDA

At 6:08 p.m., the regular meeting of the Oxnard Community Development Commission Successor Agency convened in the Council Chambers concurrently with the City Council. Commissioners Timothy B. Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Greg Nyhoff, Executive Director; Stephen Fischer, Interim General Counsel; Scott Whitney, Interim Assistant Executive Director; Kymberly Horner, Redevelopment Services Manager.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence for the ill wife of Daniel Lechliter and the passing of John Ziff.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. REVIEW OF INFORMATION/CONSENT AGENDA

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

I. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Regular Meetings of the Oxnard Community Development Successor Agency for February 3, 10, 2015. (001)
RECOMMENDATION: Approve.

Community Development Department

4. SUBJECT: Modification of the Commission Loan Documents to Extend the Repayment Term ("Loan Extension") Involving Rehabilitation of Certain Real Property Located at 348 South Oxnard Boulevard (Currently Occupied by Ruby's Café). (023)

RECOMMENDATION: Subject to and contingent upon satisfying the conditions precedent set forth herein: 1) Consent to the Loan Extension; 2) Transmit the Promissory Note Modification/Extension to the Oversight Board and Department of Finance for Final Approval; and 3) Authorize and direct the Interim Redevelopment Services Manager to open escrow, execute and deposit the Promissory Note Modification/Extension, and take all actions necessary and appropriate to implement the loan extension.*

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended. (Ramirez/Padillo) Ayes: Ramirez, MacDonald, Padilla, Perello and Flynn. *Noes: Perello only (I-4) due to terms of agreement.

J. PUBLIC HEARINGS

K. APPOINTMENT ITEMS

L. REPORTS

M. REPORT OF EXECUTIVE DIRECTOR

CITY COUNCIL

At 7:48 p.m. the joint meeting with the City Council concluded.

N. COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY BUSINESS /COMMITTEE REPORTS

O. PUBLIC COMMENTS ON REPORTS

P. PUBLIC COMMENTS ON STUDY SESSION

Q. STUDY SESSION

R. ADJOURNMENT

At 7:48 p.m., the Community Development Commission Successor Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
May 5, 2015

A. ROLL CALL/POSTING OF AGENDA

At 6:28 p.m., the regular meeting of the Oxnard Community Development Commission Successor Agency convened in the Council Chambers concurrently with the City Council. Commissioners Timothy B. Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Greg Nyhoff, Executive Director; Stephen Fischer, Interim General Counsel; Scott Whitney, Interim Assistant Executive Director; Kymberly Horner, Redevelopment Services Manager.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence for the ill wife of Daniel Lechliter and the passing of John S

E. OPENING CEREMONIES

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. REVIEW OF INFORMATION/CONSENT AGENDA

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

I. INFORMATION/CONSENT AGENDA

J. PUBLIC HEARINGS

K. APPOINTMENT ITEMS

Community Development Department

1. SUBJECT: Verbal Presentation on the Long Range Property Management Plan, a Disposition Strategy of Oxnard Community Development Commission Successor Agency Owned Properties.
RECOMMENDATION: Receive and consider report.
DISCUSSION: The Redevelopment Services Manager introduced Mr. Larry Kosmont, Kosmont Companies, outlined the process to removed control of dissolve properties from State list; strategy to sell properties and use of current building codes.

Public comments were received from: Pat Brown.

The Commissioners discussed value of properties; the process of selling the properties and having community input.

ACTION: Received report and provided comments to staff.

L. REPORTS

M. REPORT OF EXECUTIVE DIRECTOR

CITY COUNCIL

At 9:55 p.m. the joint meeting with the City Council concluded.

N. COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY BUSINESS /COMMITTEE REPORTS

O. PUBLIC COMMENTS ON REPORTS

P. PUBLIC COMMENTS ON STUDY SESSION

Q. STUDY SESSION

R. ADJOURNMENT

At 9:55 p.m., the Community Development Commission Successor Authority concurred to adjourn the meeting.

DANIEL MARTINEZ Secretary Designate	TIM FLYNN Chairperson

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
May 12, 2015

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
May 19, 2015

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ	TIM FLYNN
Secretary Designate	Chairperson

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
June 2, 2015

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ Secretary Designate	TIM FLYNN Chairperson

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
June 9, 2015

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ Secretary Designate	TIM FLYNN Chairperson

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
June 16, 2015

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
June 23, 2015

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
July 7, 2015

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ Secretary Designate	TIM FLYNN Chairperson

DRAFT

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
July 14, 2015

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ	TIM FLYNN
Secretary Designate	Chairperson

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
July 21, 2015

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
July 28, 2015

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ	TIM FLYNN
Secretary Designate	Chairperson

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 9/1/2015

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

Prepared By: Luly Lopez/Greg Nyhoff, City Manager Luly Agenda Item No. I-2

Reviewed By: City Manager GN City Attorney SMF Finance JL Other *(Specify)*

DATE: September 1, 2015

TO: City Council

FROM: Greg Nyhoff, City Manager
City Manager's Office

SUBJECT: **Agreements for City Council Review**

RECOMMENDATION

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

DISCUSSION

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

FINANCIAL IMPACT

Funding information is included on the attached list.

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

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

City Manager Contract List for 09/01/2015

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
A	Original Agreement	**Police Department** Commander Andrew Salinas 385-7756	**County of Ventura** Agreement No. 7205-15-PO	**High Tech Task Force - Ventura County** The agreement reimburses the Ventura County Sheriff's Department for a portion of the salary and benefits associated with services rendered by the Southern California High Tech Task Force - Ventura County. The High Tech Task Force is responsible for the forensic examination of all types of digital evidence which includes computers, phones, and video recorders. This agreement helps fund (3) three Office System Coordinators which is based on a percentage of county population. (Oxnard is currently at 24.3% of the county population). This is the fifth straight year of contracting such services which has been extremely valuable in addressing our investigative needs. Only the Ventura County Sheriff's Department provides and is capable of providing this service. **Total Contract Amount: $82,307** **Current FY Amount: $82,307** **FundingSource: General Fund**	**$82,307**
B	Original Agreement	**Utilities Department, Wastewater Division** Pete Martinez 797-7601	**Gradall Rental Company** Agreement No. A-7793	**Storm Drain Cleaning** The project description will include cleaning concrete and earthen storm drain channels to remove debris, organic vegetation and/or related material to ensure proper flow characteristics during the wet weather season. The Contractor shall provide the equipment and labor necessary to perform work. Pursuant to staff solicitation, three bids were received. These three vendors provided bids on a one-year trade services agreement for storm drain cleaning services. Gradall Rental Company was the lowest responsive bidder. **Total Contract Amount: $60,000** **Current FY Amount: $60,000** **FundingSource: Wastewater Enterprise Fund**	**$60,000**

ATTACHMENT 1
PAGE 1 OF 5

City Manager Contract List for 09/01/2015

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
C	Purchase Order	**City Manager's Office** Todd Vasquez-Housley 385-7957	**Olympic Equipment Rentals** Purchase Order No. 5531	**Self-Propelled Boom Lift** Purchase of self-propelled 85' foot boom lift basket to access certain elevated areas to repair and maintain building, equipment and parking light fixtures at the Del Norte Regional Recycling and Transfer Station. It is more cost effective to own than it is to rent. On May 21, 2015, staff issued a Request for Bid (RFB) to five potential service providers, and also placed bid announcements on the City's website and in Vida Newspaper. In response to the RFB, four bids were received that ranged from $125,558 to $140,417 with the most responsive low-bid proposal submitted by Olympic Equipment Rentals for the self-propelled 85' foot boom lift basket. **Total Contract Amount: $125,558** **Current FY Amount: $125,558** **FundingSource: Environmental Resources Fund**	$125,558
D	Purchase Order	**General Services/Streets** Phillip Gregoire 797-8219	**Zumar Industries, Inc.** Purchase Order No. 2240	**Street Signage Material** Street Signage Material for the Street Division. The Division solicited bids for street signage material from three vendors. Two vendors responded. Zumar Industries, Inc. was the lowest responsible bidder. **Total Contract Amount: $100,000** **Current FY Amount: $100,000** **FundingSource: State Gas Tax Funds**	$100,000
E	Purchase Order	**General Services/Streets** Phil Gregoire 797-8219	**Diversified Minerals, Inc.** Purchase Order No. 2242	**Concrete Material** Concrete material to provide on-going maintenance and repair of sidewalks, curbs and gutters and other concrete street infrastructure. On May 21, 2015, the Streets Division solicited an RFB for Concrete Material to five (5) vendors. Two bids were received. Diversified Minerals, Inc. was the lowest bidder and is located in Oxnard. **Total Contract Amount: $50,000** **Current FY Amount: $50,000** **FundingSource: State Gas Tax Funds**	$50,000
F	Purchase Order	**General Services/Streets** Phil Gregoire 797-8219	**Crafco Inc** Purchase Order No. 2241	**Asphalt Cold Patch** Asphalt cold patch material for patching potholes, filling utility cuts and repairing damaged asphalt. On May 21, 2015 the Streets Division solicited an RFB for Asphalt Cold Patch Material to five (5) vendors. Three bids were received. Crafco Inc. was the lowest bidder. **Total Contract Amount: $50,000** **Current FY Amount: $50,000** **FundingSource: State Gas Tax Funds**	$50,000

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ATTACHMENT 1
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City Manager Contract List for 09/01/2015

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
G	Purchase Order	**General Services/Streets** Phil Gregoire 797-8219	**Vulcan Materials Co** Purchase Order No. 2245	**Hot Mix Asphalt Material for Street Pavement Repair** Hot Mix Asphalt Material for Fiscal Year 2015-16. Only two companies produce hot mix asphalt in Ventura County. The City issues each company a Blanket Purchase Order as the supply of hot mix asphalt can become unavailable from a single company from time to time. Orders are placed with the vendor offering the lowest price at time of need. **Total Contract Amount: $100,000** **Current FY Amount: $100,000** **FundingSource: State Gas Tax & Measure "O" Funds & Infrastructure Use Fee**	$100,000
H	Purchase Order	**Utilities Department, Wastewater Division** Jeffrey Miller 271-2216	**Oilfield Electric Company** Purchase Order No. 5496	**Urgent Wastewater Lift Station Repair** Ratify the action by the City Manager and Councilman of July 28th to approve the repair of two wastewater lift pumps at Lift Station No. 29. Upon investigation, City staff determined that two of the four wastewater lift pumps had failed due to electrical issues within the motor section of the pumps. Three vendors were called to verify the needed repairs. Oilfield Electric Company of Ventura arrived first and confirmed that both motors had suffered catastrophic failures. Oilfield provided an initial cost estimate, but, in order to fully diagnose the problems and provide a final cost for the repairs, had to transport the pumps to their facility where they would be disassembled. Because of the potential for failure at the Lift Station of the other two pumps, a request was made to approve Oilfield as the vendor. Pursuant to Resolution No. 13,932 Section 2(i) an emergency purchase order can be issued with the City Manager and the Mayor's approval. It must then be ratified at the next noticed City Council Meeting. The potential for failure at the lift station could not allow for transporting the disassembled pumps to the other 2 vendors for diagnosis and cost estimates. **Total Contract Amount: $65,000** **Current FY Amount: $65,000** **FundingSource: Wastewater Collection**	$65,000
I	Purchase Order	**Utilities Department, Wastewater Division** Thien Ng 432-3575	**John Lisee Pumps, Inc.** Purchase Order No. 2072	**Pump Bowl Assembly for Interstage Pump Station** Sole source for new pump bowl assemblies for the Interstage Pump Station at the Wastewater Treatment Plant. The existing pumps were found to be cracked and heavily corroded requiring replacement. John Lisee Pumps, Inc. is the only authorized Layne distributor in southern California. **Total Contract Amount: $76,184** **Current FY Amount: $76,184** **FundingSource: Wastewater Treatment Operating Funds**	$76,184

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ATTACHMENT 1
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City Manager Contract List for 09/01/2015

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
J	Purchase Order	Utilities Department, Wastewater Division Daniel Rydberg 890-1257	Core-Rosion Products Purchase Order No. 2314	**Biotower Decommissioning Project - Cross-Linked Polyethylene Polymer Storage Tank** The purchase order is for a new 6,500 gallon polymer storage tank at the Wastewater Treatment Plant to store anionic polymer. As part of the upgrade of the existing primary treatment, anionic (negatively charged) polymer will now be added to the primary influent to reduce waste loading to the activated sludge process (secondary treatment). The City solicited bids from five (5) tank manufacturers. Core-Rosion Products was the only manufacturer that submitted a bid and is therefore the lowest and most responsible bidder. **Total Contract Amount: $35,891** **Current FY Amount: $35,891** **FundingSource: Wastewater Treatment CIP Funds**	$35,891
K	Task Order	Utilities Department/Wastewater Jeffrey Miller 797-7604	Sam Hill & Sons Agreement No. A-7721 Task Order 8	**Emergency Repairs to Sewers and Storm Drains** The Department of Industrial Relations Division of Occupational Safety and Health - Cal/OSHA issued a safety violation related to an accident which occurred while performing maintenance at a sewer lift station. The City was required to act immediately to abate the regulatory violation by developing a new lift station fall protection procedure. Task Order 8 was issued for the installation of engineered core mount sleeves at the sewer lift stations. The contract was a Public Bid in August 2014 in accordance with the City's purchasing policy. Sam Hill & Sons was the lowest qualified bidder. The contract amount is unchanged. The balance of the contract is $1,317,515.07. **Total Contract Amount: $1,500,000** **Current FY Amount: $50,848** **FundingSource: Wastewater Collection Operating**	$50,848
L	Task Order	Utilities Department/Wastewater Jeffrey Miller 797-7604	Sam Hill & Sons Agreement No. A-7721 Task Order 12	**Emergency Repairs to Sewers and Storm Drains** The Utilities Department received several sewer collection odor complaints from residents of the Via Marina neighborhood requiring the City to act urgently to abate the odors. Task Order 12 was issued to install a temporary magnesium hydroxide addition facility at Sewer Lift Station No. 6. The contract was a Public Bid in August 2014 in accordance with the City's purchasing policy. Sam Hill & Sons was the lowest qualified bidder. The contract amount is unchanged. The balance of the contract is $1,317,515.07. **Total Contract Amount: $1,500,000** **Current FY Amount: $28,145** **FundingSource: Wastewater Collection Operating**	$28,145

City Manager Contract List for 09/01/2015

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
M	Task Order	**Utilities Department/Water** Terry Kirsch 385-8367	**Sam Hill & Sons** Agreement No. 7326 Task Order 62	**Non-Scheduled (Emergency) Work and Maintenance for Water** Complete River Ridge Golf Course Retrofit construction per Markup Plans dated 5/29/15 and approved by City Engineer 6/1/15. Work included: mobilization, demobilization, hot tap connection on Patterson, pipeline, valves backflow devices on Vineyard and Patterson, air-gap structure at lake and manhole/valve modification per Sam Hill Bid REV 5-26-15 dated 6/6/15. The cost has been evaluated by the City's consultant engineer and reasonably matches the bid. Costs to be billed at contract rates and the lump sum not-to-exceed bid amounts. Staff reviewed this approach with the City Attorney who indicated the provisions in the Emergency Services Contract are appropriate to use for this project. Metropolitan Water District has notified the City the project has qualified for construction cost reimbursement, providing work is complete and operating by 10/17/15. This contract was a Public Bid in September 2009 in accordance with the City's purchasing policy. Sam Hill & Sons was the lowest qualified bidder. The contact amount is unchanged. The balance of the contract is $1,199,911.42. **Total Contract Amount: $1,800,000** **FundingSource: Water Operating Fund**	$158,848 **Current FY Amount: $158,848**
N	Task Order	**Utilities Department/Water** Dan Rydberg 890-1257	**Sam Hill & Sons** Agreement No. A-7326 Task Order 65	**Emergency Repairs to Water Infrastructure and Appurtenances** Task Order is for emergency repairs to a ruptured 16" water main at Edison Rd. and McWane Blvd. The 16" main supplies water to the electrical power plant at Ormond Beach. It was critically important to keep a supply of water to the power plant to avoid a power outage to the City of Oxnard. This contract was a Public Bid in September 2009 in accordance with the City's purchasing policy. Sam Hill & Sons was the lowest qualified bidder. The contract amount is unchanged. Contract balance is $1,199,911.42. **Total Contract Amount: $1,800,000** **FundingSource: Water Operating Funds**	$48,789 **Current FY Amount: $48,789**

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ATTACHMENT 1
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CITY OF
OXNARD
CALIFORNIA

Meeting Date: 9/1/2015

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

Prepared By Phillip Gregoire, Streets Manager PG Agenda Item No. I-3

Reviewed By: City Manager KH City Attorney SDB Finance N General Services

DATE: September 1, 2015

TO: City Council

FROM: Phil Gregoire, Streets Manager
General Services Department

SUBJECT: Blanket Purchase Order with Granite Construction, Incorporated

RECOMMENDATION

That City Council approve and authorize the Mayor to execute Blanket Purchase Order No. 5527 with Granite Construction, Incorporated ("Granite"), in an amount not to exceed $400,000 for the purchase of hot mix asphalt for street pavement repair and for the processing and recycling of concrete and asphalt demolition debris throughout Fiscal Year 2015-2016.

DISCUSSION

Hot mix asphalt is produced by heating asphalt binder to decrease its viscosity, drying the aggregate to remove moisture, and then mixing the two components. The material is used for street repairs throughout the City of Oxnard. The working life of hot mix asphalt is limited because paving and compaction must be performed while the asphalt is sufficiently hot. This makes the importation of this material from outside Ventura County impractical.

Granite Construction, Incorporated and Vulcan Materials Company are the only two companies that produce hot mix asphalt in Ventura County. The Streets Division has also requested a new Blanket Purchase Order No. 4912 for Vulcan Materials Company. Periodically, hot-mix asphalt can become unavailable to the City at either Granite or Vulcan, due to their commitment to supply material to large scale resurfacing projects in the region, leaving no material for smaller projects, such as those done by the City. Having blanket purchase orders with both Granite and Vulcan helps to ensure an alternative source from which to purchase hot-mix asphalt for City maintenance projects. If both companies have supply available, the Streets Division will purchase from the company providing the lowest price.

Granite and Vulcan recycle concrete and asphalt debris from construction and demolition projects by converting the debris into reusable pavement material. This provides an opportunity for the Environmental Resources Division to deliver collected concrete and asphalt debris to either company. Diverting this material from the landfill complies with waste diversion requirements of State Assembly Bill 939.

FINANCIAL IMPACT

The recommended budget for FY 2015-16 provides sufficient funding to cover the estimated cost under BPO No. 5527 from the Street Maintenance and Repairs (Department/ Division 5704) in the Half Cent Sales Tax (Fund 104), Street Maintenance Fund (Fund 105).

Attachment #1 - Blanket Purchase Order No. 5527

CITY OF
OXNARD
CALIFORNIA

BLANKET ORDER

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

PURCHASE ORDER NO.
005527

DATE: 8/11/2015

VENDOR PHONE: (831)768-4002
VENDOR FAX: ( ) -
VENDOR #: 2111
VENDOR ADDRESS: GRANITE CONSTRUCTION CO.
P.O. BOX 742478
LOS ANGELES, CA 90074-2478

SHIP TO: STREET MAINTENANCE
1060 PACIFIC AVE, BLDG 2
OXNARD, CA 93030

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

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
06/30/2016			R C ALLBRITTON-VICE PRES
FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
			MARISELA HART

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST

HOT ASPHALT MATERIAL FOR STREET MAINTENANCE
Effective date: 07/01/2015
Expiration date: 06/30/2016
Not to exceed: 400,000.00

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HOT ASPHALT MATERIAL FOR STREET MAINTENANCE
EXPIRES 6/30/16
NOT TO EXCEED $400,000
```

TOTAL PURCHASE AMOUNT	**$0.00**

Send Original and One Copy of Invoice to:
PURCHASING
300 W. THIRD ST, #202
OXNARD, CA 93030

AUTHORIZED SIGNATURE Phil Gregin

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

BLANKET ORDER

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

PURCHASE ORDER NO.
005527

DATE: 8/11/2015

VENDOR PHONE: (831)768-4002
VENDOR FAX: ( ) -
VENDOR #: 2111
VENDOR ADDRESS: GRANITE CONSTRUCTION CO.
P.O. BOX 742478
LOS ANGELES, CA 90074-2478

SHIP TO: STREET MAINTENANCE
1060 PACIFIC AVE, BLDG 2
OXNARD, CA 93030

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

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
06/30/2016			R C ALLBRITTON-VICE PRES
FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
			MARISELA HART

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST

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

ATTACHMENT 1
PAGE 2 OF 9

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

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

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

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

#1511

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/09/2013

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 LIC #0G62759 1-415-486-7000
Aon Risk Insurance Services West, Inc.
199 Fremont Street, Suite 1500
San Francisco, CA 94105

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : VALLEY FORGE INS CO	20508
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
GRANITE CONSTRUCTION COMPANY
P.O. BOX 50085
WATSONVILLE, CA 95077

COVERAGES CERTIFICATE NUMBER: 37239348 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	X	GL 2074978689	10/01/12	10/01/15	EACH OCCURRENCE	$ 2,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 2,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ NIL
	X Contractual Liability						PERSONAL & ADV INJURY	$ 2,000,000
	X XCU Hazards						GENERAL AGGREGATE	$ 10,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY	X	X	BUA 2074978692	10/01/12	10/01/15	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X Contractual							$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	WC 274978644 (AOS)	10/01/12	10/01/15	X WC STATU-TORY LIMITS / OTH-ER	
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A		WC 274978630 (CA)	10/01/12	10/01/15	E.L. EACH ACCIDENT	$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

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

JOB NO. 207-427824 CITYOF OXNARD CONTRACT NO. A-7630; SPEC. NO. PW03-18; FED AID NO. STPL-5129(048)
HUENEME ROAD WIDENING PROJECT

THE CITY OF OXNARD, ITS CITY COUNCIL, OFFICERS, EMPLOYEES AND VOLUNTEERS ARE NAMED ADDITIONAL INSUREDS PER THE ATTACHED ENDORSEMENT FORMS.

GL PER ISO FORM CG0001 10/01; AL PER ISO CA0001 03/10

CERTIFICATE HOLDER

207-427824
CITY OF OXNARD
RISK MANAGER
300 WEST THIRD STREET, SUITE 302
OXNARD, CA 93030
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2010/05)

Mosborne
37239348

ATTACHMENT 1
PAGE 4 OF 9

SUPPLEMENT TO CERTIFICATE OF INSURANCE

SUPPLEMENT TO CERTIFICATE OF INSURANCE	DATE 12/09/2013

NAME OF INSURED: GRANITE CONSTRUCTION COMPANY

SUPP (10/00)

ATTACHMENT 1
PAGE 5 OF 9

CNA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons Or Organizations
(As required by "written contract" per Paragraph A. below.) The insurance afforded to the additional insured only applies to the extent permitted by law.

Locations of Covered Operations
(As per the "written contract," provided the location is within the "coverage territory" of this Coverage Part.)

A. **Section II - Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization whom you are required by "written contract" to add as an additional insured on this Coverage Part; and

2. The particular person or organization, if any, scheduled above.

B. The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only with respect to liability for "bodily injury," "property damage," or "personal and advertising injury" caused in whole or in part by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf

in the performance of your ongoing operations specified in the "written contract"; or

c. "Your work" that is specified in the "written contract" but only for "bodily injury" or "property damage" included in the "products-completed operations hazard," and only if:

(1) The "written contract" requires you to provide the additional insured such coverage; and

(2) This Coverage Part provides such coverage.

2. We will not provide the additional insured any broader coverage or any higher limit of insurance than the least that is:

a. Required by the "written contract";

b. Described in **B.1.** above; or

c. Afforded to you under this policy.

3. This insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. But if required by the "written contract," this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury arising out of:

a. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

(2) Supervisory, inspection, architectural or engineering activities; or

b. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Coverage Part.

C. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

1. The **Duties In The Event of Occurrence, Offense, Claim or Suit** condition is amended to add the following additional conditions applicable to the additional insured:

   An additional insured under this endorsement will as soon as practicable:

   (1) Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;

   (2) Except as provided in Paragraph B.3 of this endorsement, agree to make available any other insurance the additional insured has for a loss we cover under this Coverage Part;

   (3) Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and

   (4) Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this Coverage Part. But if the "written contract" requires this insurance to be primary and non-contributory, this provision **(4)** does not apply to insurance on which the additional insured is a Named Insured.

   We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit."

2. With respect only to the insurance provided by this endorsement, the first sentence of Paragraph **4.a.** of the Other Insurance Condition is deleted and replaced with the following:

   4. **Other Insurance**

      a. **Primary Insurance**

         This insurance is primary and non-contributory except when rendered excess by endorsement G-140331-C, or when Paragraph **b.** below applies.

D. Only for the purpose of the insurance provided by this endorsement, **SECTION V – DEFINITIONS** is amended to add the following definition:

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

1. Is currently in effect or becomes effective during the term of this policy; and
2. Was executed prior to:
   a. The "bodily injury" or "property damage"; or
   b The offense that caused the "personal and advertising injury"

for which the additional insured seeks coverage under this Coverage Part.

Notice of Cancellation

In the event of cancellation or material change that reduces or restricts the insurance afforded by the General Liability Coverage Form, the Company agrees to mail prior written notice of cancellation or material change to the person or organization named in the Schedule.

Schedule

Name: Any person or organization the named insured is required by written contract or agreement to mail prior written notice of cancellation or material change.

Number of days advance notice

10 (or 20 if in Alaska) days notice for non-payment of premium or

60 (or fewer, as required by written contract) days notice for any other reason

Waiver of Subrogation

The Company waives any right of subrogation against any additional insured because of payments the Company makes for injury or damage arising out of operations performed for such additional insured by the named insured but, only if a written contract requires such a waiver.

POLICY NUMBER: BUA2074978692
Granite Construction Incorporated
Effective 10-01-12

COMMERCIAL AUTO
CA2048 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

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

SCHEDULE

Name of Person(s) or Organization(s):

Any person or organization whom the named insured is required by written contract to add as an additional insured on this policy.

The coverage afforded to the additional insured shall operate as **primary insurance** only if the written contract requires that this insurance be primary. No other insurance maintained by the additional insured shall be called upon to contribute to a loss hereunder if the written contract requires that such other insurance shall be non-contributory.

The insurance afforded to the additional insured only applies to the extent permitted by law.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an 'insured" under the Who Is An Insured Provision contained in **Section** II of the Coverage Form.

Waiver of Subrogation
The Company waives any right of recovery the Company may have against the person or organization shown in the Schedule because of payments the Company makes for injury or damage arising out of the named insured's activities under a contract with that person or organization.
Schedule
Name of Person or Organization: Any person or organization with whom the named insured agrees in writing prior to the date of any loss to waive the named insured's right to recover against them.

Notice of Cancellation
In the event of cancellation or material change that reduces or restricts the insurance afforded by the Business Auto Coverage Form, the Company agrees to mail prior written notice of cancellation or material change to the person or organization named in the Schedule.
Schedule
Name: Any person or organization the named insured is required by written contract or agreement to mail prior written notice of cancellation or material change.
Number of days advance notice
10 (or 20 if in Alaska) days notice for non-payment of premium or
60 (or fewer, as required by written contract) days notice for any other reason

Notice of Cancellation
In the event of cancellation or other material change of the Workers' Compensation and Employers' Liability Insurance policy, the insurer will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule. This endorsement does not operate directly or indirectly to benefit anyone not named in the Schedule.
Schedule
Name: Any person or organization the employer named in Item 1 of the Information Page is required by written contract or agreement to mail prior written notice of cancellation or material change.
Number of days advance notice:
10 (or 20 if in Alaska) days notice for non-payment of premium or
60 (or fewer, as required by written contract) days notice for any other reason

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA

It is agreed that Part One – Workers Compensation Insurance G. Recovery From Others and Part Two – Employers Liability Insurance H. Recovery From Others are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

Endorsement Effective: 10/01/12 Policy No. WC274978630 (CA) Insurance Company: Valley Forge Insurance Co

G-19160-B
(ED. 11/97)

UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in item 3.A of the information Page.

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

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

Person or Organization:

Any person or organization for whom the named insured has agreed by written contract prior to date of any loss to furnish this waiver

This endorsement changes the policy to which is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparations of the policy.)

Endorsement Effective: 10/01/12 Policy No. WC 274978644 Insurance Company: Valley Forge Insurance Co.

WC 43 03 05
(Ed. 7-00)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – ALL OTHER STATES

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

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

Schedule

Person or Organization:
Any person or organization for whom the named insured has agreed by written contract prior to the date of any loss to furnish this waiver

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. The information below is required only when this endorsement is issued subsequent to preparation of the policy.

Endorsement Effective: 10/1/12 Policy No. WC274978644 Insurance Company: Valley Forge Insurance Company
Endorsement Effective: 10/1/12 Policy No WC274978658 (NY Only) Insurance Company: Transportation Insurance Company

WC 000 313
(Ed-4-84)

ATTACHMENT 1
PAGE 9 OF 9

AGENDA ITEM NO.
I-4

ORDINANCE NO. 2894

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING FIRST AMENDMENT TO DEVELOPMENT AGREEMENT NO. A-7122 (PLANNING AND ZONING PERMIT NO. 13-670-01), FOR PROPERTY BOUNDED BY HIGHWAY 101, OXNARD BOULEVARD, UNION PACIFIC RAILROAD AND EL RIO DRAIN, AND NORTH VENTURA ROAD. FILED BY OAKWOOD COMMUNITIES, INC., 64 MAXWELL, IRVINE, CALIFORNIA, 92618.

WHEREAS, the City Council of the City of Oxnard has considered an application for Planning and Zoning Permit 13-670-01 (the "**Project**"), filed jointly by the Oakwood Communities, Inc. (collectively referred to "**Applicant**" or "**Developer**" in the record of proceedings); and

WHEREAS, on July 21, 2015, the City Council conducted a duly noticed public hearing and received all written and oral evidence in favor of and in opposition to the Project, considered applications for Planning and Zoning Permit No. 13-670-01 (First Amendment to Development Agreement No. A-7122), 11-300-07 (Tentative Subdivision Map for Tract No. 5745), and considered certification of Supplemental Environmental Impact Report ("SEIR") 2014-01 pursuant to the California Environmental Quality Act ("CEQA"); and

WHEREAS, on July 21, 2015, the City Council certified SEIR 2014-04 pursuant to CEQA for approval of the Project and found that the SEIR was completed in compliance with CEQA and reflects the independent judgment of the City; and

WHEREAS, the documents and other material that constitute the record of proceedings upon which the decision to certify the SEIR is based is located in the Planning Division, and the custodian of the record is the Planning Manager; and

WHEREAS, Planning and Zoning Permit No. 13-670-01 (First Amendment to Development Agreement No. A-7122) was referred to various City departments for recommendations; and

WHEREAS, the City Council does find that the content of the First Amendment to Development Agreement No. A-7122 is consistent with the 2030 General Plan, City Council Resolution 8139 (Development Agreement Resolution), California Government Code Section 65864 et seq (Development Agreement Statute) and the Oxnard City Code; and

WHEREAS, the City Council finds that the applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this permit as being reasonable manner of preserving, protecting, providing for, and fostering the health, safety and welfare of the consistency in general and the persons who work, visit, or live in the proposed development in particular; and

NOW, THEREFORE, the City Council does ordain as follows:

Part 1. The First Amendment to Development Agreement No. A-7122 between City and Developer, a copy of which is on file with the City Clerk, is hereby adopted.

Part 2. The Mayor is hereby authorized to execute on behalf of the City the Development Agreement as Amended between City and Developer.

Part 3. Within 15 days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation within the City. Ordinance No. 2894 was first read on July 28TH, 2015 and finally adopted on ____________, 2015 to become effective thirty days thereafter.

PASSED AND ADOPTED this ____st day of _________, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

____
Tim Flynn, Mayor

ATTEST:

____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

____
Stephen Fischer, Interim City Attorney

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 09/01/15

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

Prepared By: Kymberly Horner K.H. Agenda Item No. L-1

Reviewed By: City Manager JM City Attorney SMF Finance N Other N/A

DATE: September 1, 2015

TO: Community Development Commission Successor Agency

FROM: Kymberly Horner Kymberly Horner
Economic Development Director

SUBJECT: Adoption of the Recognized Obligation Payment Schedule for the Period January 1, 2016 – June 30, 2016

RECOMMENDATION

That the Community Development Commission Successor Agency ("Successor Agency") adopt a Resolution approving the Ninth Recognized Obligation Payment Schedule (ROPS) 15-16B covering the period of January 1, 2016 – June 30, 2016.

DISCUSSION

Background
In accordance with Health and Safety Code section 34177, a ROPS is prepared by the Successor Agency for the enforceable obligations of the former redevelopment agency. The ROPS shall list all outstanding obligations, the contract or agreement the agency entered into, the payee, a description of the project, the total outstanding debt, the total due in a specified fiscal year and the funding source. The funding sources range from bond proceeds, reserve balances, administrative allowances and redevelopment property tax trust funds ("RPTTF") formerly known as tax increment.

Health and Safety Code section 34177 (m) requires the State Department of Finance ("DOF") to provide successor agencies with the ROPS template and instructions for the period January 1, 2016 – June 30, 2016.

The Recognized Obligation Payment Schedule (ROPS)
The "Detail" section of the ROPS is, for the most part, a document pre-populated by the DOF. Line items from previous ROPS are carried over by the DOF to create a new template for the new ROPS cycle. The information listed in Columns A-H of the Detail section of the ROPS has been carried forward from the prior ROPS. Line items highlighted in red on the ROPS are items disallowed by DOF as set forth in a letter dated May 27, 2015 for the ROPS 15-16A (July 1, 2015 to December 31, 2015). However, these items remain on the ROPS for one of two reasons: (i) the agency would like for DOF to

reconsider its determination, provided that the agency is able to demonstrate that appropriate requirements and conditions have been met; or (ii) the items may not be eligible for the forthcoming ROPS but may be funded in subsequent reporting periods.

California Environmental Quality Act (CEQA)
The actions set forth in the recommended accompanying resolution, as summarized above, are exempt under section 15378 (b)(4) of the State CEQA Guidelines in that the actions do not constitute a "project," but instead are required to continue a governmental funding mechanism for enforceable obligations of the former Community Development Commission and to perform the statutorily mandated unwinding of the assets, liabilities and functions of the former Community Development Commission pursuant to the Dissolution Act.

Summary
AB 1484 greatly expanded the review period and authority of the DOF and significantly changed the ROPS review and approval process. Furthermore, amendments to section 34179(h) of the Health and Safety Code give the DOF the authority to eliminate or modify any item on the ROPS being reviewed under Section 34179 prior to the DOF approval.

If a Successor Agency does not timely submit a ROPS pursuant to the deadlines set forth in AB 1484, then the Sponsoring Entity may be subject to a $10,000 per day civil penalty for each day the ROPS is delinquent. In addition, failure of a Successor Agency to submit a ROPS within 10 days of the deadline may result in a 25% reduction of a Successor Agency's maximum administrative cost allowance for the period covered by the delinquent ROPS (per Health and Safety Code section 434177 (m)(2)).

After its adoption, the ROPS is required to be posted on the City website and provided to the County Auditor-Controller, the California State Controller and the DOF. The ROPS must then be certified by the Ventura County Auditor-Controller and approved by the Oversight Board and by the DOF. The attached resolution authorizes Staff to administratively amend the ROPS as a result of action by the Oversight Board and/or the California Department of Finance.

The Successor Agency reserves all rights to challenge the validity and/or application of any or all provisions of AB1X 26 and AB 1484, in any administrative or judicial proceeding, without prejudice to the Successor Agency's right to list any such removed item on this or a future ROPS. The Successor Agency reserves the right to pursue any and all appeals and any available legal or equitable remedy provided or available by law to obtain the correction of any erroneous decision regarding the ROPS.

FINANCIAL IMPACT

Approval of ROPS 15-16B will facilitate the ability of the Successor Agency to continue payment of the enforceable obligations of the former Community Development Commission and is among the reasonable measures required to be taken to avoid triggering an event of default under any enforceable obligations. Failure to approve and submit the ROPS 15-16B by the deadlines required by AB 1484 will result in $10,000 per day civil penalties.

Attachment #1 – Resolution

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

RESOLUTION NO. ___________

RESOLUTION OF THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY ADOPTING A SEVENTH RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 15-16B) FOR JANUARY 1, 2016 – JUNE 30, 2016

WHEREAS, Assembly Bill x1 26 ("AB 26") and AB x1 27 ("AB 27") were passed by the State Legislature on June 15, 2011 and signed by the Governor on June 28, 2011; and

WHEREAS, among other things, AB 26 amends Sections 33500, 33501, 33607.5 and 33607.7 of the California Health and Safety Code and adds Part 1.8 and Part 1.85 to Division 24 of the California Health and Safety Code; and

WHEREAS, by enactment of Part 1.85 of Division 24 of the Health and Safety Code, subject to all reservations herein stated, the Community Development Commission was dissolved as of February 1, 2012 such that the Community Development Commission shall be deemed a former redevelopment agency under Health and Safety Code section 34173(a); and

WHEREAS, Health and Safety Code section 34173(a) designates successor agencies as successor entities to former redevelopment agencies; and

WHEREAS, on January 10, 2012, by Resolution 14,135, the City Council of the City of Oxnard declared itself as the successor agency upon the dissolution of the Community Development Commission, subject to all reservations stated in such resolution; and

WHEREAS, the California Supreme Court in California Redevelopment Association v. Matosantos, Case No. S194861 upheld the constitutionality of ABx1 26 and established May 1, 2012 as the date by which the draft Recognized Obligation Payment Schedule ("ROPS") must be prepared; and

WHEREAS, California Health and Safety Code Sections 34171(h) and 34177(m) provide that a successor agency must prepare a ROPS every six months after the initial ROPS period; and

WHEREAS, on April 24, 2012 the Successor Agency adopted a Draft ROPS; and

WHEREAS, on April 25, 2012 the Oversight Board to the Oxnard Community Development Commission Successor Agency directed Successor Agency Staff to amend the ROPS to incorporate the State Department of Finance's revised ROPS format; and

WHEREAS, on May 8, 2012 a revised Amended ROPS I was adopted by the Successor Agency and identified enforceable obligations for the period of February 1, 2012 through June 30, 2012; and

WHEREAS, on May 8, 2012 a ROPS II was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2012 through December 31, 2012; and

WHEREAS, on July 22, 2012 a ROPS III was adopted by the Successor Agency and identified enforceable obligations for the period of January 1, 2013 through June 30, 2013; and

WHEREAS, on February 12, 2013 a ROPS IV (13-14A) was adopted by the Successor Agency and indentified enforceable obligations for the period of July 1, 2013 through December 31, 2013; and

WHEREAS, on September 10, 2013 a ROPS V (13-14B) was adopted by the Successor Agency and identified enforceable obligations for the period of January 1, 2014 through June 30, 2014; and

WHEREAS, on February 11, 2014 a ROPS VI (14-15A) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2014 through December 31, 2014; and

WHEREAS, on September 9, 2014 a ROPS VII (14-15B) was adopted by the Successor Agency and identified enforceable obligations for the period of January 1, 2015 through June 30, 2015; and

WHEREAS, on February 24, 2015 a ROPS VIII (15-16A) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2015 through December 31, 2015; and

WHEREAS, the Proposed Ninth ROPS (15-16B) identifies each enforceable obligation on which payments will be required during the period of January 1, 2016 through June 30, 2016.

NOW, THEREFORE, THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY HEREBY FINDS, DETERMINES, RESOLVES AND ORDERS AS FOLLOWS:

Section 1. The Oxnard Community Development Commission Successor Agency hereby finds and determines that the foregoing recitals are true and correct.

Section 2. All legal prerequisites to the adoption of this Resolution have occurred.

Section 3. The attached Proposed ROPS is hereby adopted.

Section 4. Successor Agency staff is hereby authorized to administratively amend the ROPS in order to modify, adjust or remove line items pending the outcome of review by the Oversight Board, the County Auditor-Controller, and/or the California Department of Finance and to format the ROPS to conform with State Department of Finance requirements not yet published, and to take all necessary and appropriate actions to prepare and submit the ROPS, provided, however, that neither such authorization nor such removal shall be deemed to be, nor are they intended as, an acknowledgment of the validity of ABx1 26 and AB 1484 or such action by the Oversight Board, the County Auditor-Controller and/or the California Department of Finance. The Successor Agency reserves all rights to challenge the validity and/or application of any or all provisions of ABx1 26 and AB 1484 in any administrative or judicial proceeding, without prejudice to the Successor Agency's right to list any such removed item on this or a future ROPS. The Successor Agency reserves the right to pursue any and all appeals and any available legal or equitable remedy provided or available by law to obtain the correction of any erroneous decision regarding the ROPS.

Section 5. This Resolution shall take effect immediately upon its adoption.

Section 6. The Successor Agency's Secretary Designate shall certify as to the adoption of this resolution.

PASSED, APPROVED and ADOPTED this ___ day of __________, 2015, by the following vote:

AYES:

NOES:

ABSENT:

____
Tim Flynn, Chairman

ATTEST:

____
Daniel Martinez, Secretary Designate

APPROVED AS TO FORM:

____
Stephen M. Fischer, Interim General Counsel

DRAFT

Recognized Obligation Payment Schedule (ROPS 15-16B) - Summary

Filed for the January 1, 2016 through June 30, 2016 Period

Name of Successor Agency: Oxnard

Name of County: Ventura

	Current Period Requested Funding for Outstanding Debt or Obligation	Six-Month Total
A	**Enforceable Obligations Funded with Non-Redevelopment Property Tax Trust Fund (RPTTF) Funding Sources (B+C+D):**	$ -
B	Bond Proceeds Funding (ROPS Detail)	-
C	Reserve Balance Funding (ROPS Detail)	-
D	Other Funding (ROPS Detail)	-
E	**Enforceable Obligations Funded with RPTTF Funding (F+G):**	**$ 14,018,235**
F	Non-Administrative Costs (ROPS Detail)	13,555,670
G	Administrative Costs (ROPS Detail)	462,565
H	**Total Current Period Enforceable Obligations (A+E):**	**$ 14,018,235**
	Successor Agency Self-Reported Prior Period Adjustment to Current Period RPTTF Requested Funding	
I	Enforceable Obligations funded with RPTTF (E):	14,018,235
J	Less Prior Period Adjustment (Report of Prior Period Adjustments Column S)	(3,944,212)
K	**Adjusted Current Period RPTTF Requested Funding (I-J)**	**$ 10,074,023**
	County Auditor Controller Reported Prior Period Adjustment to Current Period RPTTF Requested Funding	
L	Enforceable Obligations funded with RPTTF (E):	14,018,235
M	Less Prior Period Adjustment (Report of Prior Period Adjustments Column AA)	-
N	**Adjusted Current Period RPTTF Requested Funding (L-M)**	**14,018,235**

Certification of Oversight Board Chairman:
Pursuant to Section 34177 (m) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named agency.

Name _______ Title

/s/ _______

Signature _______ Date

DRAFT

Oxnard Recognized Obligation Payment Schedule (ROPS 15-16B) - ROPS Detail
January 1, 2016 through June 30, 2016
(Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
										Funding Source					
										Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)			RPTTF		
Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	Six-Month Total
								$ 116,138,972		$ -	$ -	$ -	$ 13,555,670	$ 462,565	$ 14,018,235
1	CCRP Tax Allocation Refunding	Bonds Issued On or	4/13/2004	9/1/2026	Wells Fargo/Finance	Downtown Infrastructure, Capital	CCRP	14,046,937	N				1,376,469		$ 1,376,469
2	CCRP Assessment District Payment	Property Maintenance	7/1/2006	7/30/2019	Ox. Downtown Mgmt District	Property Based Improvement District Payment	CCRP	130,000	N				30,000		$ 30,000
3	Downtown Buildings (3)	Property Maintenance	7/31/2012	6/30/2016	Alert Property Mgmt. Co.	Property Management Fee	CCRP	7,200	N				7,200		$ 7,200
4	Downtown Buildings (3)	Property Maintenance	7/31/2012	6/30/2016	Alert Property Mgmt. Co.	Property Maintenance	CCRP	20,528	N				7,883		$ 7,883
5	Heritage Square HOA Dues	Property Maintenance	12/13/1990	6/30/2016	Monthly Association Dues	Per HSPOA Agreement	CCRP	21,498	N				21,497		$ 21,497
6	CCRP Homeowner Property Dues	Property Maintenance	7/29/2008	6/30/2016	Heritage Square HSPOA	Heritage Square Annual Maintenance Subsidy Homeowner Dues Heritage Square	CCRP	118,000	N				86,000		$ 86,000
9	Contracts and Services	Project Management Costs	1/1/2014	9/30/2015	Integra Realty Services	Real Estate Services	CCRP		Y						$ -
10	Project Management	Project Management Costs	1/1/2014	6/30/2016	City Community Development	Property management, project management and inspection	CCRP	27,580	N				27,580		$ 27,580
12	McGrath Wheel Chair Lift	Property Maintenance	4/1/2013	6/30/2017	Contractor/City	New Wheel Chair Lift for CDC owned Property	DT	8,063	N				8,063		$ 8,063
13	Heritage Square Facility Rental Program	Property Maintenance	1/1/2014	6/30/2016	Verizon California Office Depot Mehle Printing Yellowpages Local Directory Alliance Fire Protection Ventura County Reporter I Print on Deman	Heritage Square Reimbursement	DT	11,000	N				10,500		$ 10,500
15	Project Management	Project Management Costs	1/1/2014	6/30/2016	City Community Development	Property management, project management and inspection	DT	29,675	N				29,675		$ 29,675
17	HERO Tax Alloc Bond 2006	Bonds Issued On or Before 12/31/10	12/13/2006	9/1/2036	Wells Fargo/Finance	Street Reconstruction Projects; including debt management costs	HERO	16,271,084	N				783,044		$ 783,044
18	HERO Tax Alloc Bond 2008	Bonds Issued On or Before 12/31/10	6/17/2008	9/1/2038	Wells Fargo/Finance	RiverPark Parking Structure Infrastructure; including debt management costs	HERO	18,056,110	N				708,838		$ 708,838
24	HERO RiverPark	OPA/DDA/Construction	5/18/2010	11/19/2032	RiverPark A Manag Member/ RiverPark Legacy,LLC	Affordable Housing	HERO		N						$ -
25	Affordable Housing Reimbursement Agreement	Third-Party Loans	9/30/2010	9/30/2017	Francisco De Asis Campos & Rosa Linda Campos	RiverPark Mortgage Reimbursement Agreement	HERO	3,200	N				1,200		$ 1,200
26	Affordable Housing Reimbursement Agreement	Third-Party Loans	9/30/2010	9/30/2017	Emmanuel John Cervantes & Jonathan Castaneda	RiverPark Mortgage Reimbursement Agreement	HERO	3,200	N				1,200		$ 1,200
27	Affordable Housing Reimbursement Agreement	Third-Party Loans	9/30/2010	9/30/2017	Pedro Dimas & Thuylinh Nguyen Dimas	RiverPark Mortgage Reimbursement Agreement	HERO	3,200	N				1,200		$ 1,200
28	Affordable Housing Reimbursement Agreement	Third-Party Loans	9/30/2010	9/30/2017	Everardo G. Dominguez & Imelda Dominguez	RiverPark Mortgage Reimbursement Agreement	HERO	3,200	N				1,200		$ 1,200
29	Affordable Housing Reimbursement Agreement	Third-Party Loans	9/30/2010	9/30/2017	Felipe Dominguez & Yanira-Montejano Dominguez	RiverPark Mortgage Reimbursement Agreement	HERO	3,200	N				1,200		$ 1,200
30	Affordable Housing Reimbursement Agreement	Third-Party Loans	9/30/2010	12/28/2017	Vairo Garcia & Alejandra Garcia	RiverPark Mortgage Reimbursement Agreement	HERO	3,200	N				1,200		$ 1,200
31	Affordable Housing Reimbursement Agreement	Third-Party Loans	9/30/2010	9/30/2017	Juan J. Leyva & Rocio Llamas-Leyva	RiverPark Mortgage Reimbursement Agreement	HERO	3,200	N				1,200		$ 1,200
32	Affordable Housing Reimbursement Agreement	Third-Party Loans	9/30/2010	9/30/2017	Jose Luis Menchaca & Maria Lourdes Zamora	RiverPark Mortgage Reimbursement Agreement	HERO	3,200	N				1,200		$ 1,200
33	Affordable Housing Reimbursement Agreement	Third-Party Loans	9/30/2010	9/30/2017	Salvador De Jesus Munoz & Ofelia Munoz	RiverPark Mortgage Reimbursement Agreement	HERO	3,200	N				1,200		$ 1,200
34	Affordable Housing Reimbursement Agreement	Third-Party Loans	9/30/2010	9/30/2017	Sean Toan Nguyen & Phuong Dung Thi Ho	RiverPark Mortgage Reimbursement Agreement	HERO	3,200	N				1,200		$ 1,200
35	Affordable Housing Reimbursement Agreement	Third-Party Loans	9/30/2010	9/30/2017	Christina M. Therrien	RiverPark Mortgage Reimbursement Agreement	HERO	3,200	N				1,200		$ 1,200
36	Affordable Housing Reimbursement Agreement	Third-Party Loans	9/30/2010	9/30/2017	Salvador Torres & Maria Guadalupe Torres	RiverPark Mortgage Reimbursement Agreement	HERO	3,200	N				1,200		$ 1,200
38	Contracts and services	Professional Services	12/12/2011	6/1/3016	HDL Coren and Cone	Property Tax and Tax Increment Preparation	HERO	36,200	N				10,000		$ 10,000
40	HERO RiverPark MOU to OPA	OPA/DDA/Construction	9/26/2010	7/27/2035	RiverPark A	Infrastructure reimbursement payments per MOU to OPA	HERO	16,460,040	N				3,594,360		$ 3,594,360

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Oxnard Recognized Obligation Payment Schedule (ROPS 15-16B) - ROPS Detail
January 1, 2016 through June 30, 2016
(Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
										Funding Source					
										Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)			RPTTF		
Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	Six-Month Total
44	Project Management	Project Management Costs	1/1/2014	6/30/2016	City Employees	Property management, project management and inspection	HERO	211,540	N				105,780		$ 105,780
48	Ormond Beach Tax Alloc Bond 2006	Bonds Issued On or Before 12/31/10	12/13/2006	9/1/2036	Wells Fargo	Street Reconstruction Project	Ormond Beach	6,921,633	N				346,296		$ 346,296
49	Project Management	Project Management Costs	1/1/2014	6/30/2016	City Employees	Property management, project management and inspection	Ormond Beach	6,045	N				6,045		$ 6,045
50	Southwinds Tax Allocation Bond 2006	Bonds Issued On or Before 12/31/10	12/13/2006	9/1/2036	Wells Fargo	Street Reconstruction Bond	Southwinds	3,955,657	N				199,335		$ 199,335
51	Project Management	Project Management Costs	1/1/2014	6/30/2016	City Employees	Property management, project management and inspection	Southwinds	5,430	N				5,430		$ 5,430
52	Downtown Lease Guarantee Pmt 50%	OPA/DDA/Construction	11/26/2003	11/26/2025	Oxnard Theater Group	"Downtown Theater lease guarantee payment	CCRP/DT	21,521,400	N				666,000		$ 666,000
54	Bond Counsel	Fees	4/1/2007	9/1/2016	Goodwin and Proctor	Legal Counsel for CDC Bonds	All	10,000	N					10,000	$ 10,000
55	Contracts and Services	Legal	1/1/2003	8/30/2016	Kane, Ballmer, and Berkman	Agency Legal Cousel	All & Housing	100,000	N				100,000		$ 100,000
57	Contracts and Services	Professional Services	11/10/2010	6/30/2017	Tom Figg	Project Development and , Review of appraisals,cost assumptions, capital budgets, operating statements, marketing data and funding commitments	All & Housing	184,925	N				45,000		$ 45,000
58	Contracts and Services	Property Maintenance	2/1/2009	6/30/2016	R.A. Atmore & Sons	Weed Abatement	CCRP/DT/OB	131,927	N				12,000		$ 12,000
60	Contracts and Services	Property Dispositions	12/12/2011	12/31/2016	HdL Coren & Cone	Property Tax and Tax Increment Prep	All & Housing	36,000	N				20,000		$ 20,000
63	Trustee Services	Fees	1/1/2014	6/30/2016	Wells Fargo Bank	Debt service administration for bond issues	CCRP/HERO/SW/Ormond	2,250	N				10,000		$ 10,000
64	Arbitrage compliance	Fees	1/1/2014	6/30/2016	City Finance Department	Arbitrage compliance for bond issues	CCRP/HERO/SW/Ormond	6,000	N				6,000		$ 6,000
69	Oversight Board Legal Counsel	Legal	1/1/2014	6/30/2016	Leibold Mc Clendon & Mann	Oversight Board Representation	All	29,487	N				10,000		$ 10,000
70	Audit Fees	Dissolution Audits	1/1/2014	6/30/2016	TBD	DOF/County Directed Audit	All	15,000	N				15,000		$ 15,000
73	HERO Street Reconstruction Project	Improvement/Infrastructure	12/13/2006	6/30/2016	City of Oxnard/Contractor	HERO Street Reconstruction CIP	HERO	6,198,566	Y						$ -
74	Ormond Beach Street Reconstruction Project	Improvement/Infrastructure	12/13/2006	6/30/2016	City of Oxnard/Contractor	Ormond Beach Street Reconstruction CIP	Ormond Beach	3,570,421	N						$ -
75	Southwinds Street Reconstruction Project	Improvement/Infrastructure	12/13/2006	6/30/2016	City of Oxnard/Contractor	Southwinds Street Reconstruction CIP	Southwinds	97,951	N						$ -
76	Personnel Services	Admin Costs	1/1/2014	6/30/2016	Oxnard CDC	Salaries and Benefits Admin and Housing	All	222,584	N					222,584	$ 222,584
77	Materials and Supplies	Admin Costs	1/1/2014	6/30/2016	Oxnard CDC	Postage Subscriptions Office Supplies Minor Equipment	All	8,300	N					8,300	$ 8,300
78	Contracts and Services	Admin Costs	1/1/2014	6/30/2016	League of CA Cities	Membership	All	10,000	N					10,000	$ 10,000
79	Maintenance Services	Admin Costs	1/1/2014	6/30/2016	Oxnard CDC	Reimbursements, Rental Vehicle, Service Equipment	All	36,024	N					3,000	$ 3,000
80	Other Services	Admin Costs	1/1/2014	6/30/2016	Oxnard CDC & City of Oxnard	Legal Advocacy, External Phone, Cell Phone, Voice mail, Administrative Support	All	188,681	N					188,681	$ 188,681
81	Fixed Charges	Admin Costs	1/1/2014	6/30/2016	Oxnard CDC	Data Process, Liability Ins, Indirect Charges, Prorated Charges Facility Rental	All	20,000	N					20,000	$ 20,000
82	CCRP County Property Tax	Fees	1/1/2014	6/30/2016	Ventura Auditor Controller	Property Taxes on Heritage Square Property	CCRP	12,000	N				12,000		$ 12,000
85	RiverPark Mortgage Reimbursement Legal Counsel	Litigation	1/1/2014	6/30/2016	Price, Postel & Parma	Defend Lawsuit entitled Ramirez, Audrey, et a. Vcity of Oxnard	HERO	65,000	N				15,000		$ 15,000
87	CCRP City Advances Long Term	City/County Loans On or Before	1/1/2014	6/30/2016	City of Oxnard General Fund	Development of Project Area		3,746,967	N				1,825,076		$ 1,825,076
88	Downtown City Advance Long Term Loan	City/County Loans On or Before	1/1/2014	6/30/2016	City of Oxnard General Fund	Development of Project Area		38,769	N				38,769		$ 38,769
89	CCRP City Advances Property Acquisition	City/County Loans On or Before	1/1/2014	6/30/2016	City of Oxnard General Fund	Acquisition of Property in Downtown		451,112	N				451,112		$ 451,112
90	Heritage Square Programs	Professional Services	7/1/2014	6/30/2017	Gary Blum, HS Docents	Heritage Square Reimbursement		71,124	N				71,124		$ 71,124
91	Unfunded Prior-Year Pass-Through Pass-Through Payment Obligations	Unfunded Liabilities	7/1/2014	6/30/2016	Ventura County Community College District (VCCCD)	Payment of Unfunded Prior-Year Pass-Through Pass-Through Payment Obligations		56,670	N						$ -
93	Long Range Property Management Plan ("LRPMP") - Amendment and Implementation	Professional Services	2/24/2015	1/1/2017	Kosmont Companies	Property Disposition Services	CCRP/DT/OB	50,000	N				25,000		$ 25,000

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Oxnard Recognized Obligation Payment Schedule (ROPS 15-16B) - ROPS Detail
January 1, 2016 through June 30, 2016
(Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
										Funding Source					
										Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)			RPTTF		
Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	Six-Month Total
94	Downtown Façade & Paint Improvement Program	Improvement/Infrastructure	8/13/2006	1/1/2017	Park Avenue Church of Christ	Exterior Painting Signs Façade Improvement Program	DT	10,000	N				10,000		$ 10,000
95	Reimbursement Agreement	Third-Party Loans	1/28/2015	1/1/2017	City of Oxnard	Reimbursement for City Advanced Funding	All	15,033	N				15,033		$ 15,033
96	Real Estate	Professional Services	1/1/2015	1/1/2017	TBD	Real Estate Appraisal Services	CCRP/DT/OB	40,000	N				20,000		$ 20,000
97	Shortfall from County from ROPS III	RPTTF Shortfall	1/18/2013	1/18/2026	Oxnard Successor Agency	Underfunded RPTTF Obligation	All	2,710,161	N				2,710,161		$ 2,710,161
98	Litigation for Future Legal Costs	Litigation	1/1/2003	1/1/2017	Kane, Ballmer, and Berkman	Agency Legal Cousel	All	100,000	N				100,000		$ 100,000
99									N						$ -
100									N						$ -
101									N						$ -
102									N						$ -
103									N						$ -
104									N						$ -
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159									N						$

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Attachment #1
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Oxnard Recognized Obligation Payment Schedule (ROPS 15-16B) - Report of Cash Balances
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see [INSERT URL LINK TO CASH BALANCE TIPS SHEET]

A	B	C	D	E	F	G	H	I
		Fund Sources						
		Bond Proceeds		Reserve Balance		Other	RPTTF	
	Cash Balance Information by ROPS Period	Bonds Issued on or before 12/31/10	Bonds Issued on or after 01/01/11	Prior ROPS period balances and DDR RPTTF balances retained	Prior ROPS RPTTF distributed as reserve for future period(s)	Rent, Grants, Interest, Etc.	Non-Admin and Admin	Comments
	ROPS 14-15B Actuals (01/01/15 - 06/30/15)							
1	**Beginning Available Cash Balance (Actual 01/01/15)**	9,955,913					3,067,506	
2	**Revenue/Income (Actual 06/30/15)** RPTTF amounts should tie to the ROPS 14-15B distribution from the County Auditor-Controller during January 2015	497				63,427	4,162,810	
3	**Expenditures for ROPS 14-15B Enforceable Obligations (Actual 06/30/15)** RPTTF amounts, H3 plus H4 should equal total reported actual expenditures in the Report of PPA, Columns L and Q						1,796,433	
4	**Retention of Available Cash Balance (Actual 06/30/15)** RPTTF amount retained should only include the amounts distributed as reserve for future period(s)						2,492,972	Retention of Bond Funds as shown are solely for the cash reserves required for the Agency's 2004A, 2006, and 2008 Bonds. Retention of RPTTF was to ensure adequate funds would be available for the September 2015 DS payments.
5	**ROPS 14-15B RPTTF Prior Period Adjustment** RPTTF amount should tie to the self-reported ROPS 14-15B PPA in the Report of PPA, Column S	No entry required					3,944,212	
6	**Ending Actual Available Cash Balance** **C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)**	**$ 9,956,410**	**$ -**	**$ -**	**$ -**	**$ 63,427**	**$ (1,003,301)**	
	ROPS 15-16A Estimate (07/01/15 - 12/31/15)							
7	**Beginning Available Cash Balance (Actual 07/01/15)** **(C, D, E, G = 4 + 6, F = H4 + F4 + F6, and H = 5 + 6)**	**$ 9,956,410**	**$ -**	**$ -**	**$ 2,492,972**	**$ 63,427**	**$ 2,940,911**	
8	**Revenue/Income (Estimate 12/31/15)** RPTTF amounts should tie to the ROPS 14-15B distribution from the County Auditor-Controller during June 2015	500			2,492,972	40,000	7,853,918	ROPS 15-16A enforceable obligations exceeds property tax increment by approx. $350,795
9	**Expenditures for ROPS 14-15B Enforceable Obligations (Estimate 12/31/15)**						9,861,518	
10	**Retention of Available Cash Balance (Estimate 12/31/15)** RPTTF amount retained should only include the amounts distributed as reserve for future period(s)							
11	**Ending Estimated Available Cash Balance (7 + 8 - 9 -10)**	**$ 9,956,910**	**$ -**	**$ -**	**$ 4,985,944**	**$ 103,427**	**$ 933,311**	

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Oxnard Recognized Obligation Payment Schedule (ROPS 15-16B) - Report of Prior Period Adjustments
Reported for the ROPS 14-15B (January 1, 2015 through June 30, 2015) Period Pursuant to Health and Safety Code (HSC) section 34186 (a)
(Report Amounts in Whole Dollars)

ROPS 14-15B Successor Agency (SA) Self-reported Prior Period Adjustments (PPA): Pursuant to HSC Section 34186 (a), SAs are required to report the differences between their actual available funding and their actual expenditures for the ROPS 14-15B (January through June 2015) period. The amount of Redevelopment Property Tax Trust Fund (RPTTF) approved for the ROPS 15-16B (January through June 2016) period will be offset by the SA's self-reported ROPS 14-15B prior period adjustment. HSC Section 34186 (a) also specifies that the prior period adjustments self-reported by SAs are subject to audit by the county auditor-controller (CAC) and the State Controller.

ROPS 14-15B CAC PPA: To be completed by the CAC upon submittal of the ROPS 15-16B by the SA to Finance and the CAC. Note that CACs will need to enter their own formulas at the line item level pursuant to the manner in which they calculate the PPA. Also note that the Admin amounts do not need to be listed at the line item level and may be entered as a lump sum.

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S
		Non-RPTTF Expenditures						RPTTF Expenditures										
		Bond Proceeds		Reserve Balance		Other Funds		Non-Admin					Admin					Net SA Non-Admin and Admin PPA (Amount Used to Offset ROPS 15-16B Requested RPTTF)
Item #	Project Name / Debt Obligation	Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Available RPTTF (ROPS 14-15B distributed + all other available as of 01/1/15)	Net Lesser of Authorized / Available	Actual	Difference (If K is less than L, the difference is zero)	Authorized	Available RPTTF (ROPS 14-15B distributed + all other available as of 01/1/15)	Net Lesser of Authorized / Available	Actual	Difference (If total actual exceeds total authorized, the total difference is zero)	Net Difference (M+R)
		$ 9,865,315	$ -	$ -	$ -	$ 37,785	$ -	$ 5,523,951	$ 5,507,951	$ 5,507,951	$ 1,611,637	$ 3,944,212	$ 49,560	$ 49,560	$ 49,560	$ 184,796	$ -	$ 3,944,212
1	CCRP Tax	-		-		-		1,380,069	1,380,069	$ 1,380,069	270,034	$ 1,110,035						$ 1,110,035
2	CCRP Assessment	-		-		-		20,000	20,000	$ 20,000	29,289	$ -						$ -
3	Downtown Buildings (3)	-		-		-		-		$ -	-	$ -						$ -
4	Downtown Buildings (3)	-		-		-		-		$ -	11,522	$ -						$ -
5	Heritage Square HOA Dues	-		-		-		21,497	21,497	$ 21,497	14,273	$ 7,224						$ 7,224
6	CCRP Homeowner Property Dues	-		-		-		-		$ -		$ -						$ -
9	Contracts and Services	-		-		-		15,000	15,000	$ 15,000	5,500	$ 9,500						$ 9,500
10	Project Management	-		-		-		27,580	27,580	$ 27,580	27,580	$ -						$ -
12	McGrath Wheel Chair Lift	-		-		-		67,786	67,786	$ 67,786	63,726	$ 4,060						$ 4,060
13	Heritage Square Facility Rental Program	-		-		-		-		$ -		$ -				3,264		$ -
15	Project Management	-		-		-		29,675	29,675	$ 29,675	29,675	$ -						$ -
17	HERO Tax Alloc Bond 2006	-		-		-		778,404	778,404	$ 778,404		$ 778,404						$ 778,404
18	HERO Tax Alloc Bond 2008	-		-		-		712,438	712,438	$ 712,438	248,719	$ 463,719						$ 463,719
19	HERO RiverPark OPA	-		-		-		-		$ -		$ -						$ -
20	HERO Wagon Wheel "The Village" Housing	-		-		-		-		$ -		$ -						$ -
24	HERO RiverPark	-		-		37,785		255,204	255,204	$ 255,204		$ 255,204						$ 255,204
25	Affordable Housing Reimbursement Agreement	-		-		-		1,200	1,200	$ 1,200	1,200	$ -						$ -
26	Affordable Housing Reimbursement Agreement	-		-		-		1,200	1,200	$ 1,200	1,200	$ -						$ -
27	Affordable Housing Reimbursement Agreement	-		-		-		1,200	1,200	$ 1,200	1,200	$ -						$ -
28	Affordable Housing Reimbursement Agreement	-		-		-		1,200	1,200	$ 1,200	1,200	$ -						$ -
29	Affordable Housing Reimbursement Agreement	-		-		-		1,200	1,200	$ 1,200	1,200	$ -						$ -
30	Affordable Housing Reimbursement Agreement	-		-		-		1,200	1,200	$ 1,200	1,200	$ -						$ -
31	Affordable Housing Reimbursement Agreement	-		-		-		1,200	1,200	$ 1,200	1,200	$ -						$ -
32	Affordable Housing Reimbursement Agreement	-		-		-		1,200	1,200	$ 1,200	1,200	$ -						$ -
33	Affordable Housing Reimbursement Agreement	-		-		-		1,200	1,200	$ 1,200	1,200	$ -						$ -
34	Affordable Housing Reimbursement Agreement	-		-		-		1,200	1,200	$ 1,200	1,200	$ -						$ -
35	Affordable Housing Reimbursement Agreement	-		-		-		1,200	1,200	$ 1,200	1,200	$ -						$ -
36	Affordable Housing Reimbursement Agreement	-		-		-		1,200	1,200	$ 1,200	1,200	$ -						$ -
38	Contracts and services	-		-		-		-		$ -	4,800	$ -						$ -
39	Contracts and services	-		-		-		-		$ -		$ -						$ -
40	HERO RiverPark MOU to OPA	-		-		-		718,872	718,872	$ 718,872		$ 718,872						$ 718,872
42	South Oxnard Library	-		-		-		-		$ -		$ -						$ -
44	Project Management	-		-		-		105,780	105,780	$ 105,780	105,780	$ -						$ -
48	Ormond Beach Tax Alloc Bond 2006	-		-		-		347,296	347,296	$ 347,296	98,648	$ 248,648						$ 248,648
49	Project Management	-		-		-		6,045	6,045	$ 6,045	6,045	$ -						$ -
50	Southwinds Tax Allocation Bond 2006	-		-		-		197,735	197,735	$ 197,735	56,368	$ 141,368						$ 141,368
51	Project Management	-		-		-		5,420	5,420	$ 5,420	5,420	$ -						$ -
52	Downtown Lease Guarantee Pmt 50%	-		-		-		666,000	666,000	$ 666,000	517,800	$ 148,200						$ 148,200
53	Laundromat Project	-		-		-		-		$ -		$ -						$ -
54	Bond Counsel	-		-		-		-		$ -		$ -				1,785		$ -
55	Contracts and Services	-		-		-		-		$ -		$ -				124,409		$ -
56	Contracts and Services	-		-		-		52,000	52,000	$ 52,000	51,456	$ 544						$ 544
57	Contracts and Services	-		-		-		45,000	45,000	$ 45,000	15,075	$ 29,925						$ 29,925
58	Contracts and Services	-		-		-		12,000	12,000	$ 12,000	3,490	$ 8,510						$ 8,510
59	Contracts and Services	-		-		-		-		$ -		$ -						$ -
60	Contracts and Services	-		-		-		20,000	20,000	$ 20,000		$ 20,000						$ 20,000
61	Contracts and Services	-		-		-		-		$ -	7,920	$ -						$ -
62	Contracts and Services	-		-		-		-		$ -		$ -						$ -
63	Trustee Services	-		-		-		9,750	9,750	$ 9,750	9,750	$ -						$ -
64	Arbitrage compliance	-		-		-		-		$ -		$ -						$ -

U	V	W	X	Y	Z	AA	AB
RPTTF Expenditures							
Non-Admin CAC			Admin CAC			Net CAC Non-Admin and Admin PPA (Amount Used to Offset ROPS 15-16B Requested RPTTF)	
Net Lesser of Authorized / Available	Actual	Difference	Net Lesser of Authorized / Available	Actual	Difference	Net Difference	CAC Comments
		$ -			$ -	$ -	

DRAFT

Oxnard Recognized Obligation Payment Schedule (ROPS 15-16B) - Report of Prior Period Adjustments
Reported for the ROPS 14-15B (January 1, 2015 through June 30, 2015) Period Pursuant to Health and Safety Code (HSC) section 34186 (a)
(Report Amounts in Whole Dollars)

ROPS 14-15B Successor Agency (SA) Self-reported Prior Period Adjustments (PPA): Pursuant to HSC Section 34186 (a), SAs are required to report the differences between their actual available funding and their actual expenditures for the ROPS 14-15B (January through June 2015) period. The amount of Redevelopment Property Tax Trust Fund (RPTTF) approved for the ROPS 15-16B (January through June 2016) period will be offset by the SA's self-reported ROPS 14-15B prior period adjustment. HSC Section 34186 (a) also specifies that the prior period adjustments self-reported by SAs are subject to audit by the county auditor-controller (CAC) and the State Controller.

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S
		Non-RPTTF Expenditures						RPTTF Expenditures										
		Bond Proceeds		Reserve Balance		Other Funds		Non-Admin					Admin					Net SA Non-Admin and Admin PPA (Amount Used to Offset ROPS 15-16B Requested RPTTF)
Item #	Project Name / Debt Obligation	Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Available RPTTF (ROPS 14-15B distributed + all other available as of 01/1/15)	Net Lesser of Authorized / Available	Actual	Difference (If K is less than L, the difference is zero)	Authorized	Available RPTTF (ROPS 14-15B distributed + all other available as of 01/1/15)	Net Lesser of Authorized / Available	Actual	Difference (If total actual exceeds total authorized, the total difference is zero)	Net Difference (M+R)
		$ 9,865,315	$ -	$ -	$ -	$ 37,785	$ -	$ 5,523,951	$ 5,507,951	$ 5,507,951	$ 1,611,637	$ 3,944,212	$ 49,560	$ 49,560	$ 49,560	$ 184,796	$ -	$ 3,944,212
65	Affordable Housing Compliance Rental & 4 Sale	-		-		-		-		$ -		$ -						$ -
66	ERIP	-		-		-		-		$ -		$ -						$ -
67	Housing Asset List Compliance review	-		-		-		-		$ -		$ -						$ -
68	Legal Counsel	-		-		-		-		$ -		$ -						$ -
69	Oversight Board Legal Counsel	-		-		-		-		$ -		$ -				513		$ -
70	Audit Fees	-		-		-		-		$ -		$ -						$ -
71	Housing Compliance	-		-		-		-		$ -		$ -						$ -
72	HERO RiverPark	-		-		-		-		$ -		$ -						$ -
73	HERO Street Reconstruction Project	6,197,688		-		-		-		$ -		$ -						$ -
74	Ormond Beach Street Reconstruction Project	3,569,885		-		-		-		$ -		$ -						$ -
75	Southwinds Street Reconstruction Project	97,742		-		-		-		$ -		$ -						$ -
76	Personnel Services	-		-		-		-		$ -		$ -				18,900		$ -
77	Materials and Supplies	-		-		-		-		$ -		$ -				6,127		$ -
78	Contracts and Services	-		-		-		-		$ -		$ -				-		$ -
79	Maintenance Services	-		-		-		-		$ -		$ -				2,976		$ -
80	Other Services	-		-		-		-		$ -		$ -				11,319		$ -
81	Fixed Charges	-		-		-		-		$ -		$ -				15,503		$ -
82	CCRP County Property Tax	-		-		-		6,000		$ -		$ -						$ -
83	Façade and Paint Improvement Program	-		-		-		-		$ -		$ -						$ -
84	Façade and Paint Improvement Program	-		-		-		-		$ -		$ -						$ -
85	RiverPark Mortgage Reimbursement Legal Counsel	-		-		-		10,000		$ -	14,368	$ -						$ -
86	HERO DDA Esplanade Re-use Project	-		-		-		-		$ -		$ -						$ -
87	CCRP City Advances Long Term	-		-		-		-		$ -		$ -						$ -
88	Downtown City Advance Long Term Loan	-		-		-		-		$ -		$ -						$ -
89	CCRP City Advances Property Acquisition	-		-		-		-		$ -		$ -						$ -
90	Heritage Square Programs	-		-		-		-		$ -		$ -						$ -
91	Unfunded Prior-Year Pass-Through Pass-Through Payment Obligations	-		-		-		-		$ -		$ -						$ -
92	Settlement	-		-		-		-		$ -		$ -						$ -

ROPS 14-15B CAC PPA: To be completed by the CAC upon submittal of the ROPS 15-16B by the SA to Finance and the CAC. Note that CACs will need to enter their own formulas at the line item level pursuant to the manner in which they calculate the PPA. Also note that the Admin amounts do not need to be listed at the line item level and may be entered as a lump sum.

A	U	V	W	X	Y	Z	AA	AB
	RPTTF Expenditures							
	Non-Admin CAC			Admin CAC			Net CAC Non-Admin and Admin PPA (Amount Used to Offset ROPS 15-16B Requested RPTTF)	
Item #	Net Lesser of Authorized / Available	Actual	Difference	Net Lesser of Authorized / Available	Actual	Difference	Net Difference	CAC Comments
			$ -			$ -	$ -	

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Attachment #1
Page 11 of 11

Oxnard Recognized Obligation Payment Schedule (ROPS 15-16B) - Notes
January 1, 2016 through June 30, 2016

Item #	Notes/Comments

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CITY OF
OXNARD
CALIFORNIA

Meeting Date: 09/01/2015

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

Prepared By: Michael More, Financial Services Manager Agenda Item No. L-2

Reviewed By: City Manager JM City Attorney RX Finance JL Other *(Specify)*

DATE: August 24, 2015

TO: City Council

FROM: Joseph Lillio, Chief Financial Officer JL
Finance Department

SUBJECT: **Financial Auditing and Accounting Services**

RECOMMENDATION

That City Council approve and authorize the Mayor to execute a 3-year agreement (A-7819) and engagement letter with Eadie & Payne, LLP in an amount not to exceed $317,175 for audit and related accounting services.

DISCUSSION

The City issued a Request for Proposals (RFP) in June 2015 for professional auditing and accounting services to replace its current auditor, White Nelson Diehl Evans LLP. The City received four proposals from qualified CPA firms, as follows:

Proposer	FY 15-16 Amount
Rogers, Anderson, Malody & Scott, LLP	$ 88,300
Eadie & Payne, LLP	$ 94,325
Vasquez & Company, LLP	$115,563
The Pun Group	$126,000

Based upon staff review with assistance from Management Partners, Eadie & Payne LLP was selected as the firm best meeting the needs of the City. Eadie & Payne LLP had extensive relevant experience with complex municipalities, having uncovered numerous deficiencies in the City of Montebello recently. Additionally, the firm proposed an enhanced level of service to the City, and was able to accommodate an abbreviated timeline in order to complete the financial audit by December 31, 2015.

The agreement is for a 3-year term in an amount not-to-exceed $317,175.The agreement includes an additional $10,000 per year, or a total of $30,000, for additional auditing services that may be requested by the City, including but not limited to a separate audit of Measure 'O' funds.

FINANCIAL IMPACT

The cost of the agreement over a 3-year term is an amount not-to-exceed $317,175. There is sufficient budget for the annual cost of auditing services in General Fund for the City's Year-End Audit (Account 101-1601-801-8203), Golf Course Fund for High Tide and Green Grass (Account 651-6401-842.82-03), CDBG (Account 285-5111-826.82-09), Measure O (Account 104-2208-802.82-03), and the RiverPark Joint Powers Authority (Account 850-7850-899.82-03).

MJM

Attachments
#1 – Agreement No. A-7819
#2 – Engagement Letter

AGREEMENT FOR ACCOUNTING SERVICES

THIS AGREEMENT FOR ACCOUNTING SERVICES ("**Agreement**") is made and entered into in the County of Ventura, State of California, this 1st day of September, 2015, by and between the City of Oxnard, a municipal corporation ("**City**"), and Eadie & Payne, LLP ("**Consultant**"). City and Consultant are sometimes individually referred to as "**Party**" and collectively as "**Parties.**"

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; and

WHEREAS, Consultant represents that Consultant and/or Consultant's personnel have the qualifications and experience to properly perform such services.

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in **Exhibit A** attached hereto and incorporated by this reference in full herein (the "**Services**").

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the Services.

3. Standard of Performance

Consultant agrees to undertake and complete the Services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine. Consultant agrees that performing such services will not materially interfere with the Services to be performed for the City.

5. Coordination of Services

The Services shall be coordinated with Joseph Lillio ("**Manager**"), subject to the direction of the City Manager or Department Manager.

6. Place of Work

Consultant shall perform the Services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. Correction of Errors

Consultant agrees to correct, at its expense, all errors by Consultant which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

8. Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement pursuant to the schedule provided in **Exhibit B** attached hereto and incorporated by this reference in full herein. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Eden Casareno as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of the Services, including a City business tax certificate.

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform the Services. Manager agrees to provide direction to Consultant as requested regarding particular project requirements.

12. Term of Agreement

This Agreement shall begin on September 1, 2015, and expire on December 31, 2017.

13. Termination

a. This Agreement may be terminated by City without cause if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant without cause if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed $317,175 for the Services at rates provided in **Exhibit C** attached hereto and incorporated by this reference in full herein.

b. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services.

c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant, its employees, subcontractors, agents and subconsultants.

d. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

e. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to Manager. The invoice shall identify the Services by project as specified by Manager.

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the Services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the Services.

Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services. All expenses incident to the performance of the Services shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the Services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such Services.

17. Non-Appropriation of Funds

Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

18. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services (**"documents and materials"**) shall be the property of City and shall, upon completion of the Services or termination of this Agreement, be delivered to Manager.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

c. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

21. Indemnity

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

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

Party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

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

22. Insurance

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

b. Consultant shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-A. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-A.

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

23. Independent Contractor

a. City and Consultant agree that in the performance of the Services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant's employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

24. Consultant Not Agent

Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

25. Conflict of Interest

If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a **"governmental decision"** as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement.

26. Assignability of Agreement

Consultant agrees that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Manager, which consent may be withheld for any reason.

27. Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

28. Fair Employment Practices

a. Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant's records pertaining or relating to Consultant's employment practices, to the extent such records are not confidential or privileged under State or federal law.

29. Force Majeure

Consultant and City agree that neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

30. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

31. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

32. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of California.

33. Compliance with Laws

Consultant agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the Services performed by Consultant pursuant to this Agreement.

34. Severability

City and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

35. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

36. Counterparts

City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

37. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the Services rendered or the amount of Consultant's compensation, the dispute may be submitted to non-binding arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

38. Expenses of Enforcement

Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

39. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Consultant.

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to Eadie & Payne, PO Box 9360, Redlands, CA 92375-2560, Attention: Eden Casareno.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Finance Department, 300 West Third Street, Suite 302, Oxnard, California 93030, Attention: Joseph Lillio.

41. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

42. Entire Agreement

City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

CITY OF OXNARD	CONSULTANT
	Eden C Casareno
Tim Flynn, Mayor	Eden Casareno, Partner
APPROVED AS TO FORM:	APPROVED AS TO INSURANCE:
Stephen M. Fischer, Interim City Attorney	Risk Manager
APPROVED AS TO AMOUNT:	
Greg Nyhoff, City Manager	

EXHIBIT A

SCOPE OF SERVICES

1) **Financial Audit Services**

Pursuant to the attached engagement letter (Exhibit A-1), Consultant shall provide the following audit services:

A. Consultant will conduct a financial audit of the City's basic financial statements and its component units, the City of Oxnard Housing Authority and the City of Oxnard Financing Authority.

B. Consultant will conduct a financial audit of High Tide and Green Grass financial statements.

C. Consultant will conduct audit procedures with respect to the City's major federal programs in accordance with the provisions of OMB Circular A-133.

D. Consultant will conduct a financial audit of the Riverpark Joint Power Authority's financial statements.

Consultant shall review all of the City's funds and accounts. Consultant shall analyze and apply audit procedures to the supplementary information in order to comply with reporting requirements as prescribed by applicable regulatory specifications. Consultant shall conduct an exit conference with the City's representatives.

2) **Non-Attest Services**

Consultant shall conduct the following non-attest services:

A. Consultant shall provide assistance in the preparation of the City's basic financial statements, including government-wide financial statements, fund financial statements, and notes to the financial statements, to be included in the City's Comprehensive Annual Financial Report (CAFR) in full compliance with all applicable GASB pronouncements and in a format that meets all of the requirements of the GFOA Certificate of Achievement for Excellence in Financial Reporting program; the level of assistance may include implementation of new GASB pronouncements and will depend on the needs of the City.

B. Consultant shall provide assistance in the preparation of the financial statements of High Tides and Green Grass, Inc., Riverpark Joint Powers Authority, and City of Oxnard Housing Authority.

C. Consultant shall prepare the annual street report and the financial transactions report required by the State Controller's Office for the City of Oxnard and City of Oxnard Financing Authority.

3) **On-going Consulting Services**

Consultant shall provide ongoing consulting to the City on an as-needed basis, at rates and fees listed in Exhibit C, included but not limited to the following services:

A. Establishing internal controls.
B. Implementing audit recommendations.
C. Implementing current and proposed GASB statements.
D. Assistance with technical questions concerning governmental financial reporting.
E. Review of the City's "Measure O" Funds in accordance with procedures to be agreed-upon with City management.

Notwithstanding the above, up to 8 hours of services per year not requiring significant research or a formal report is included in the base fees referenced in Exhibit C.

EXHIBIT B

SCHEDULE OF SERVICES

Description	Completion Date
Audit Planning and Interim Audit Fieldwork	September 30, 2015
Audit Fieldwork	October 30, 2015
First Draft of Audit Reports due to City	November 16, 2015
City Review Comments due to Auditor	December 1, 2015
Final Draft of Audit Reports due to City	December 8, 2015
Final City Review Comments due to Auditor	December 15, 2015
Final Report Issued by Auditor	December 22, 2015
Single Audit of Federal Financial Assistance	December 31, 2015
High Tides and Green Grass Audit Report	November 16, 2015
RiverPark Joint Powers Authority Audit Report	November 16, 2015
GANN Limit Review	November 16, 2015
State Controller's Office Financial Reports Submission	October 15, 2015
Streets Report Submission	October 1, 2015

EXHIBIT B

SCHEDULE OF SERVICES*

Description	Completion Date
Audit Planning and Interim Audit Fieldwork	September 30, 2015
Audit Fieldwork	October 30, 2015
First Draft of Audit Reports due to City	November 16, 2015
City Review Comments due to Auditor	December 1, 2015
Final Draft of Audit Reports due to City	December 8, 2015
Final City Review Comments due to Auditor	December 15, 2015
Final Report Issued by Auditor	December 22, 2015
Single Audit of Federal Financial Assistance	December 31, 2015
High Tides and Green Grass Audit Report	November 16, 2015
RiverPark Joint Powers Authority Audit Report	November 16, 2015
GANN Limit Review	November 16, 2015
State Controller's Office Financial Reports Submission	October 15, 2015
Streets Report Submission	October 1, 2015

* Consultant shall provide an updated schedule of services for the following years.

EXHIBIT C

COMPENSATION RATES

	2014-15	2015-16	2016-17
City of Oxnard			
Assistance in preparation of CAFR	$ 6,400	$ 6,900	$ 7,400
SCO Report for City, COFA	2,000	2,000	2,000
Streets Report for City	1,000	1,000	1,000
City Audit and Related Reports	60,645	61,145	61,645
GANN Limit Review Report	530	530	530
Single Audit and Related Reports	10,750	10,850	10,950
Subtotal	**81,325**	**82,425**	**83,525**
High Tide and Green Grass, Inc.			
Preparation of financial statements	800	800	800
Audit and related reports	7,200	7,300	7,400
Subtotal	**8,000**	**8,100**	**8,200**
RiverPark Joint Powers Authority			
Preparation of financial statements	200	250	300
Audit and related reports	1,800	1,850	1,900
Subtotal	**2,000**	**2,100**	**2,200**
Total by Fiscal Year	**$ 91,325**	**$ 92,625**	**$ 93,925**

Additional consulting services shall not exceed $30,000 over the term of the Agreement and will be contracted at the following Consultant hourly rates:

Partner	$225
Manager	$100
Supervisor	$85
Senior Auditor	$75
Staff Auditor	$65
Clerical Support	$50

*Rates for each subsequent year of a multi-year contract will be subject to the percentage increase as reported by the U.S. Department of Labor - Bureau of Labor Statistics for the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, covering the prior twelve month period.

EXHIBIT INS-A

INSURANCE REQUIREMENTS

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/12/2015

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

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

PRODUCER CAMICO Insurance Services 1800 Gateway Drive, Suite 300 San Mateo, CA 94404	CONTACT NAME: Fausto Villegas PHONE (A/C, No, Ext): 800-652-1772 FAX (A/C, No): 800-227-2090 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:
INSURED Eadie and Payne, LLP 1839 W. Redlands Blvd Redlands, CA 92373	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Great Divide Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ \$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ \$ \$ \$ \$ \$
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE AGGREGATE	\$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	N/A					WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 \$ \$ \$
X	Professional Liability Insurance			CAB201192	1/1/2015	1/1/2016	Per Claim: Policy Aggregate:	\$3,000,000 \$6,000,000

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

CERTIFICATE HOLDER	CANCELLATION
City of Oxnard 300 W. Third 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

ATTACHMENT NO. Clear All 1

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/12/2015

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PRODUCER
Kellogg & Moreland Agency, Inc. DBA
Arroyo Insurance Services
1654 Plum Lane
Redlands CA 92374-4532

CONTACT NAME: Julie Rybak
PHONE (A/C, No, Ext): (909)792-8950
FAX (A/C, No): (909)792-2030
E-MAIL ADDRESS: julier@arroyoins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Ohio Security Insurance Company	
INSURER B: American Fire & Casualty	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Eadie and Payne, LLP
P.O. Box 9360
Redlands CA 92375-2560

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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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 COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY PRO-JECT LOC	X		BZS(15)55776840	10/1/2014	10/1/2015	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BAA(15)55776840	10/1/2014	10/1/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Uninsured motorist combined	$
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			USA(15)55776840	10/1/2014	10/1/2015	EACH OCCURRENCE	$ 4,000,000
							AGGREGATE	$ 4,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
"City of Oxnard is hereby recognized as additional insured"

CERTIFICATE HOLDER

City of Oxnard
300 West Third
Oxnard, CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Julie Rybak/JULIE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/12/15

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PRODUCER
J.S. Tucker Insurance Services
9927 Conejo Rd.
Santee CA 92071

CONTACT NAME: Tammy Lafata
PHONE (A/C, No, Ext): 619-339-4197 FAX (A/C, No): 619-938-3416
E-MAIL ADDRESS: tammy@jstuckerins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Preferred Employers Insurance Company	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Eadie and Payne, LLP
1839 West Redlands Blvd.
Marigold CA 92373

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		AAN100994-17	7/1/15	7/1/16	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

30 day notice of cancellation except 10 day for nonpayment of premium

CERTIFICATE HOLDER

City of Oxnard
300 W Third St.
Oxnard CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

EADIE + PAYNE LLP

expect quality.

CERTIFIED PUBLIC ACCOUNTANTS & BUSINESS ADVISORS

August 4, 2015

Honorable Members of the City Council
City of Oxnard
300 W. Third
Oxnard, CA 93030

Dear Council Members:

We are pleased to confirm our understanding of the services we are to provide to the City of Oxnard for the year ended June 30, 2015. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Oxnard as of and for the year ended on June 30, 2015. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Oxnard's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Oxnard's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis;
2. Budgetary comparison schedules; and
3. Schedules of Funding Progress.

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Oxnard's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole, in a separate written report accompanying our auditor's report on the financial statements or in a report combined with our auditor's report on the financial statements:

1. Individual and combining fund financial statements; and
2. Schedule of expenditures of federal awards.

ATTACHMENT 2
EXHIBIT A1
PAGE 1 OF 10

Redlands Office 1839 W. Redlands Blvd., Redlands, CA 92373 T. (909) 793-2406 F. (909) 792-3516
Ontario Office 4200 Concours, Suite 360, Ontario, CA 91764 T. (909) 466-5252 F. (909) 466-5250
www.eadiepaynellp.com

The following additional information accompanying the basic financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

1. Introductory section; and
2. Statistical section.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on --

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards.*
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations.*

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance, and the result of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, and that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance. The OMB Circular A-133 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of the accounting records of City of Oxnard, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards.*

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

ATTACHMENT 2
EXHIBIT A1
PAGE 3 OF 10

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards and *Government Auditing Standards* and OMB Circular A-133.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Oxnard's compliance with provisions of applicable laws, regulations, contracts, agreements and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City of Oxnard's major programs. The purpose of these procedures will be to express an opinion on City of Oxnard's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of City of Oxnard in conformity with U.S. generally accepted accounting principles and OMB Circular A-133 based on information provided by you. We will also assist in preparing the annual street report and the financial transactions report required by the State Controller's Office for the City of Oxnard and City of Oxnard Financing Authority.

We will perform agreed-upon procedures in connection with the Appropriation Limit Worksheet of the City of Oxnard for the year ended June 30, 2016. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described in the attached schedule either for the purpose for which this report has been requested or for any other purpose. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report as a result of this engagement.

Because the agreed-upon procedures listed in the attached schedule do not constitute an examination, we will not express an opinion. We will report only our procedures and our findings. In addition, we have no obligation to perform any procedures beyond those listed in the attached schedule.

ATTACHMENT 2
EXHIBIT A1
PAGE 4 OF 10

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts and grant agreements, or abuse that we report. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date of the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishment and maintenance of a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, or attestation engagements performance audits or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Audit Administration, Fees, and Other

Eadie and Payne, LLP meets the independence requirements contained in the *Government Auditing Standards*, issued by the Comptroller General of the United States, and Rules 101 and 102 of the American Institute of CPAs Code of Professional Conduct with respect to the audit of the City of Oxnard for the year ended June 30, 2015.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit report period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to City of Oxnard; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, we understand that copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Eadie and Payne, LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to an oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Eadie and Payne, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period required by law or regulation. If we are aware that an awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Based on our discussions, we expect to begin interim fieldwork and building up permanent file at a mutually convenient date; we expect to carry out the final fieldwork at mutually convenient dates in October 2015, and issue our reports no later than end of December 2015. Eden Casareno is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter or comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2013 peer review accompanies this letter.

We appreciate the opportunity to be of service to the City of Oxnard and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign one copy and return it to us.

Very truly yours,

EADIE AND PAYNE, LLP

Eden C Casareno

Eden C. Casareno

Accepted by the City of Oxnard

Signature:______________________________

Title:______________________________

Date:______________________________

ATTACHMENT 2
EXHIBIT A1
PAGE 8 OF 10

CITY OF OXNARD, CA
AGREED-UPON PROCEDURES
ATTACHMENT TO ENGAGEMENT LETTER

1. We will obtain the completed worksheets (or other alternative computations), and compare the limit and annual adjustment factors included in those worksheets to the limit and annual adjustment factors that were adopted by resolution of the City Council. We will also compare the population and inflation options included in the aforementioned worksheets to those that were selected by a recorded vote of the City Council.

2. For the Appropriations Limit worksheet we will add line A, last year's limit, to line E, total adjustments, and agree the resulting amount to line F, this year's limit.

3. We will compare the current year information presented in the Appropriation Limit worksheet to the other worksheets described in No. 1 above.

4. We will compare the prior year appropriations limit presented in the Appropriations Limit worksheet to the prior year appropriations limit adopted by the City Council during the prior year.

P&N Postlethwaite & Netterville

A Professional Accounting Corporation
Associated Offices in Principal Cities of the United States
www.pncpa.com

System Review Report

To the Partners of Eadie & Payne, LLP
& the California Society of CPAs Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Eadie & Payne, LLP (the firm) in effect for the year ended April 30, 2013. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards;* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Eadie & Payne, LLP, in effect for the year ended April 30, 2013, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Eadie & Payne, LLP has received a rating of *pass*.

Postlethwaite & Netterville

Donaldsonville, Louisiana
August 7, 2013

ATTACHMENT ______
EXHIBIT A-1
PAGE 10 OF 100

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 09 /01 / 2015

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☐ Info/Consent
☐ Ord. No(s). ______	☐ Report
☐ Res. No(s). ______	☐ Public Hearing (Info/consent)
☐ Other ______	■ Other Council Business

Prepared By: Luly López ______ Agenda Item No. N-1

Reviewed By: City Manager ___ City Attorney ___ Finance ___ Other *(Specify)*

DATE: September 1, 2015

TO: City Council

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

SUBJECT: **League of California Cities Annual Conference Voting Delegate/Alternate 2015**

RECOMMENDATION

That City Council designate a voting delegate and a voting alternate to the League of California Cities Annual Conference and discuss the City's position on the League's resolutions.

DISCUSSION

This year's League of California Cities Annual Conference is scheduled for Wednesday, September 30, through Friday, October 2, 2015, at the San Jose Convention Center. An important part of the conference is the Annual Business Meeting. The League's annual business meeting will be held at 12:00 noon on Friday, October 2nd. At this meeting, the League membership considers and takes action on resolutions that establish League policy. At the request of the League, and in order to expedite the conduct of business at this policy-making meeting, a City Councilmember from each City is designated as the voting delegate. Only those individuals who are voting delegates (or alternates) may sign petitions to initiate a resolution pertaining to League policy.

Each City Council is asked to designate a voting delegate and a voting alternate who will be present at the annual business meeting. This year, Mayor Pro Tem Ramirez will be attending the conference. League bylaws provide that each city is entitled to one vote in matters affecting municipal or League policy. It has been past practice for City Council to designate the Mayor as voting delegate and the Mayor Pro Tem as voting alternate; however, City Council may choose to designate the voting delegate and alternate differently.

The League will consider four resolutions at this year's annual conference. Additional background on the resolutions listed below is included in Attachment No. 3:

1. League bylaws amendment to streamline the succession process when filling a vacancy for the office of President of the Board of Directors;

2. Legislation to preserve therapeutic environments for group homes and avoid impacts of overconcentration of alcohol and drug abuse recovery and treatment facilities in residential neighborhoods;

3. Legislation supporting SB 593 (McGuire) and continued local flexibility for cities as they address neighborhood and fiscal impacts of temporary rentals of residential units; and

4. Calling upon the Governor and Legislature to compel Southern California Edison to create a program to automatically provide direct compensation to its customers affected by prolonged electrical power outages under specific circumstances.

The League requests that the City of Oxnard City Council discuss the resolutions and determine the City's position so that the Council's designated voting delegate Mayor Pro Tem Ramirez or alternate voting delegate can represent the City's position on the resolutions at the Annual Business Meeting.

FINANCIAL IMPACT

This action alone does not require funding.

GN:lal

Attachment #1 – Annual Conference Voting Procedures
#2 – Voting Delegate Form
#3 – League of California Cities 2015 Annual Conference Resolutions Packet

LEAGUE® OF CALIFORNIA CITIES

1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

Council Action Advised by July 31, 2015

May 29, 2015

TO: Mayors, City Managers and City Clerks

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – September 30 – October 2, San Jose

The League's 2015Annual Conference is scheduled for September 30 – October 2 in San Jose. An important part of the Annual Conference is the Annual Business Meeting *(at the General Assembly)*, scheduled for noon on Friday, October 2, at the San Jose Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, September 18, 2015. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one voter must be present at the

-over-

Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.

- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the San Jose Convention Center, will be open at the following times: Wednesday, September 30, 8:00 a.m. – 6:00 p.m.; Thursday, October 1, 7:00 a.m. – 4:00 p.m.; and Friday, October 2, 7:30–10:00 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by Friday, September 18. If you have questions, please call Kayla Gibson at (916) 658-8247.

Attachments:

- 2015 Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

Annual Conference Voting Procedures
2015 Annual Conference

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.

2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.

4. **Signing Initiated Resolution Petitions**. Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.

5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.

6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.

7. **Resolving Disputes**. In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.

LEAGUE OF CALIFORNIA CITIES

CITY: OXNARD

2015 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Friday, September 18, 2015. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: ______________________

Title: ______________________

2. VOTING DELEGATE - ALTERNATE

Name: ______________________

Title: ______________________

3. VOTING DELEGATE - ALTERNATE

Name: ______________________

Title: ______________________

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: ______________________ E-mail ______________________

Mayor or City Clerk ______________________ Phone: ______________________
(circle one) (signature)

Date: ______________________

Please complete and return by Friday, September 18, 2015

League of California Cities
ATTN: Kayla Gibson
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: kgibson@cacities.org
(916) 658-8247

ATTACHMENT 2
PAGE 1 OF 1

LEAGUE®
OF CALIFORNIA
CITIES

Annual Conference Resolutions Packet

2015 Annual Conference Resolutions

San Jose

September 30 – October 2

ATTACHMENT 1
PAGE 1 OF 53

INFORMATION AND PROCEDURES

RESOLUTIONS CONTAINED IN THIS PACKET: The League bylaws provide that resolutions shall be referred by the president to an appropriate policy committee for review and recommendation. Resolutions with committee recommendations shall then be considered by the General Resolutions Committee at the Annual Conference.

This year, four resolutions have been introduced for consideration by the Annual Conference and referred to the League policy committees.

POLICY COMMITTEES: Four policy committees will meet at the Annual Conference to consider and take action on the resolution referred to them. The committees are Administrative Services; Environmental Quality; Housing, Community and Economic Development; and Revenue and Taxation. These committees will meet on Wednesday, September 30, 2015, at the Hilton San Jose. The sponsors of the resolutions have been notified of the time and location of the meetings.

GENERAL RESOLUTIONS COMMITTEE: This committee will meet at 1:00 p.m. on Thursday, October 1, at the San Jose Convention Center, to consider the reports of the four policy committees regarding the resolutions. This committee includes one representative from each of the League's regional divisions, functional departments and standing policy committees, as well as other individuals appointed by the League president. Please check in at the registration desk for room location.

ANNUAL LUNCHEON/BUSINESS MEETING/GENERAL ASSEMBLY: This meeting will be held at 12:00 p.m. on Friday, October 2, at the San Jose Convention Center.

PETITIONED RESOLUTIONS: For those issues that develop after the normal 60-day deadline, a resolution may be introduced at the Annual Conference with a petition signed by designated voting delegates of 10 percent of all member cities (47 valid signatures required) and presented to the Voting Delegates Desk at least 24 hours prior to the time set for convening the Annual Business Meeting of the General Assembly. This year, that deadline is 12:00 p.m., Thursday, October 1. Resolutions can be viewed on the League's Web site: www.cacities.org/resolutions.

Any questions concerning the resolutions procedures may be directed to Meg Desmond at the League office: mdesmond@cacities.org or (916) 658-8224

GUIDELINES FOR ANNUAL CONFERENCE RESOLUTIONS

Policy development is a vital and ongoing process within the League. The principal means for deciding policy on the important issues facing cities is through the League's eight standing policy committees and the board of directors. The process allows for timely consideration of issues in a changing environment and assures city officials the opportunity to both initiate and influence policy decisions.

Annual conference resolutions constitute an additional way to develop League policy. Resolutions should adhere to the following criteria.

Guidelines for Annual Conference Resolutions

1. Only issues that have a direct bearing on municipal affairs should be considered or adopted at the Annual Conference.

2. The issue is not of a purely local or regional concern.

3. The recommended policy should not simply restate existing League policy.

4. The resolution should be directed at achieving one of the following objectives:

    (a) Focus public or media attention on an issue of major importance to cities.

    (b) Establish a new direction for League policy by establishing general principals around which more detailed policies may be developed by policy committees and the board of directors.

    (c) Consider important issues not adequately addressed by the policy committees and board of directors.

    (d) Amend the League bylaws (requires 2/3 vote at General Assembly).

LOCATION OF MEETINGS

Policy Committee Meetings
Wednesday, September 30
Hilton San Jose
300 Almaden Boulevard, San Jose

9:00 a.m. – 10:30 a.m.: Environmental Quality
Housing, Community & Economic Development

10:30 a.m. – Noon: Administrative Services
Revenue and Taxation

General Resolutions Committee
Thursday, October 1, 1:00 p.m.
San Jose Convention Center
150 West San Carlos Street, San Jose

Annual Business Meeting and General Assembly Luncheon
Friday, October 2, 12:00 p.m.
San Jose Convention Center
150 West San Carlos Street, San Jose

KEY TO ACTIONS TAKEN ON RESOLUTIONS

Resolutions have been grouped by policy committees to which they have been assigned.

Number	Key Word Index	Reviewing Body Action 1	2	3

1 - Policy Committee Recommendation to General Resolutions Committee
2 - General Resolutions Committee
3 - General Assembly

ADMINISTRATIVE SERVICES POLICY COMMITTEE

		1	2	3
1	League Bylaw Amendment			

ENVIRONMENTAL QUALITY POLICY COMMITTEE

		1	2	3
4	Compensation for Prolonged Electrical Power Outages			

HOUSING, COMMUNITY & ECONOMIC DEVELOPMENT POLICY COMMITTEE

		1	2	3
2	Overconcentration of Alcohol & Drug Treatment Facilities			
3	Residential Rentals, Support for SB 593 (McGuire)			

REVENUE AND TAXATION POLICY COMMITTEE

		1	2	3
3	Residential Rentals, Support for SB 593 (McGuire)			

Information pertaining to the Annual Conference Resolutions will also be posted on each committee's page on the League website: www.cacities.org. The entire Resolutions Packet will be posted at: www.cacities.org/resolutions.

KEY TO ACTIONS TAKEN ON RESOLUTIONS *(Continued)*

Resolutions have been grouped by policy committees to which they have been assigned.

KEY TO REVIEWING BODIES

1. Policy Committee
2. General Resolutions Committee
3. General Assembly

ACTION FOOTNOTES

* Subject matter covered in another resolution

** Existing League policy

*** Local authority presently exists

KEY TO ACTIONS TAKEN

A	Approve
D	Disapprove
N	No Action
R	Refer to appropriate policy committee for study
a	Amend+
Aa	Approve as amended+
Aaa	Approve with additional amendment(s)+
Ra	Refer as amended to appropriate policy committee for study+
Raa	Additional amendments and refer+
Da	Amend (for clarity or brevity) and Disapprove+
Na	Amend (for clarity or brevity) and take No Action+
W	Withdrawn by Sponsor

Procedural Note:
The League of California Cities resolution process at the Annual Conference is guided by the League Bylaws. A helpful explanation of this process can be found on the League's website by clicking on this link: Resolution Process.

ATTACHMENT 1
PAGE 6 OF 53

2015 ANNUAL CONFERENCE RESOLUTIONS

RESOLUTION REFERRED TO ADMINISTRATIVE SERVICES POLICY COMMITTEE

1. RESOLUTION RELATING TO LEAGUE BYLAWS AMENDMENTS REGARDING SUCCESSION OF LEAGUE OFFICES TO FILL VACANCIES

Source: League Board of Directors
Referred to: Administrative Services Policy Committee
Recommendation to General Resolutions Committee:

WHEREAS, the League of California Cities® is a nonprofit mutual benefit corporation under California law and, as such, is governed by corporate bylaws; and

WHEREAS, the League's Board of Directors periodically reviews the League's bylaws for issues of clarity, practicality, compliance with current laws, and responsiveness to membership interests; and

WHEREAS, on two occasions in recent years when vacancies arose in office of President of the Board of Directors after disappointing reelection results, the vacancy was filled in accordance with the League Bylaws by the First Vice President becoming President at the next Board meeting. This left a vacancy in the office of First Vice President that was filled by the Board by advancing the Second Vice President. This required recruiting a new Second Vice President that the Board chose, as provided in the Bylaws, from the ranks of the Board itself; and

WHEREAS, in September 2014 the Board chose a new Second Vice President as usual and also a new First Vice President who had not previously served as Second Vice President because the prior Second Vice President was elected to county office and was no longer eligible. When the President was not reelected in November 2014, the First Vice President advanced to the office of President with only two months of experience as a League officer. Additionally, the Second Vice President was advanced to First Vice President; and

WHEREAS, the Board of Directors believe this confluence of events twice in recent years demonstrates a weakness in the succession of League offices required by the League Bylaws because the accelerated advancement of officers in the event of a vacancy in the office of President may deprive the junior officers and the League of adequate time to serve and develop expertise and relationships in the offices of Second and First Vice President; and

WHEREAS, it is the unanimous recommendation of the League Board that the League membership amend article VIII, section 4, of the League bylaws to allow the Immediate Past President to fill an unexpected vacancy in the office of President for the unexpired term if the Immediate Past President agrees. If not, the current succession process would occur; and now, therefore, be it,

RESOLVED, by the General Assembly of the League of California Cities assembled in Annual Conference in San Jose, October 2, 2015, that article VIII, section 4 of the League bylaws be amended to read as follows:

Article VIII: Officers

Section 1: Identity.

The officers of the League are a President, a First Vice-President, a Second Vice-President/Treasurer, an Immediate Past President, and an Executive Director.

Section 2: Duties of League Officers.

(a) **President.** The President presides at all League Board meetings and all General Assemblies. The President has such other powers and duties as may be prescribed by these bylaws or the League Board.

(b) **First Vice-President.** The First Vice-President carries on the duties of the President in the President's temporary absence or incapacity. The First Vice-President has such other powers and duties as may be prescribed by these bylaws or the League Board.

(c) **Second Vice-President/Treasurer.** The Second Vice-President/Treasurer carries on the duties of the President in the President's and First Vice-President's temporary absence or incapacity. The Second Vice-President/Treasurer has such other powers and duties as may be prescribed by these bylaws or the League Board.

Section 3: Election.

The League Board elects the League's President, First Vice-President and Second Vice-President for terms of one year. The election occurs at the League Board's meeting at the Annual Conference.

Section 4: Vacancies.

A vacancy in the office of President is filled ~~at the next meeting of the League Board~~ by the *Immediate Past President who shall serve for the unexpired term of office and, upon election of a new President at the next Annual Conference, shall subsequently serve a full term as Immediate Past President. In the event the Immediate Past President is not available to fill the vacancy in the office of the President, or declines in writing, it shall be filled by the* succession of the First Vice-President to that office. A vacancy in the office of First Vice-President, or Second Vice-President/Treasurer, is filled for the un-expired term by appointment *by the League Board* of a member of the League Board. A vacancy in the office of the Immediate Past President is filled for the un-expired term by the last Past President continuing to hold a city office.

//////////

Background Information on Resolution No. 1

Source: League Board of Directors

Background:
In 2010 and again recently in 2014 the city official elected League President at the Annual Conference in September was not returned to office by the voters of their city. This development triggered a series of steps laid out in the order of succession in the League Bylaws that mandates that the First Vice President advance to the office of President at the next Board meeting and that the Board fill the vacancy in the office of First Vice President for the remainder of the term.

When the Board filled the League offices in September 2014, the Second Vice President could not advance to First Vice President since she had been elected to the office of county supervisor and was ineligible to serve. Consequently the Board selected two directors to fill both the offices of First Vice President and Second Vice President. Neither had previously served as a League officer.

When the vacancy in the office of President occurred after the November general election, the First Vice President advanced to the office of President after having served only two months as a League officer in contrast to the normal advancement process of twenty-four months. The Second Vice President was advanced to the office of First Vice President after having served only two months as a League officer. The Board also chose a new Second Vice President.

At the February, 2015 meeting of the League Board of Directors, the Executive Committee recommended unanimously an amendment to the order of succession in Art. VIII, Sec. 4 of the League Bylaws. The proposed amendment would allow the most experienced member of the Executive Committee, the Immediate Past President, to fill out the remainder of the term of office of a President who leaves the office before its term is completed if the Immediate Past President is willing and able to do so. This arrangement would allow the First Vice President to continue serving and to advance to the office of President on the schedule envisioned by the League Bylaws. If the Immediate Past President were unable or unwilling to serve, the existing order of succession would occur.

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League of California Cities Staff Analysis on Resolution No. 1

Staff: Alicia Lewis
Committee: Administrative Services Policy Committee

Summary:
This resolution seeks to streamline the succession process when filling a vacancy for the office of President of the Board of Directors. It would allow for the League bylaws to be amended, allowing the Immediate Past President to fill an unexpected vacancy in the office of President for the remainder of the vacating President's term. Changes to League bylaws require a 2/3 vote of the General Assembly.

Background:
The past few years have yielded several occasions where the succession line for Board of Directors leadership was disrupted due to disappointing election results and officers taking office outside of city government.

In September 2014 the Board chose a new First and Second Vice President. The First Vice President had not previously served as Second Vice President because the prior member was elected to county office and therefore no longer eligible. When the President was not reelected in the November 2014, the First Vice President advanced to the office of President with only two months of experience as a League officer. Additionally, the Second Vice President was advanced to First Vice President. This transition far outpaced the normal process for advancing as an officer on the Board of Directors.

Fiscal Impact:
This impact of this resolution would have no fiscal impact.

Comments:
The nature of this resolution is to ensure that there is a smooth succession process in place and that current Vice-Presidents (First and Second) have ample time to prepare for their role as President. By

allowing the Immediate Past President to finish out the term of a vacated presidency the Board would ensure there is minimal disruption to the workflow and goals of the association.

RESOLUTION REFERRED TO HOUSING, COMMUNITY & ECONOMIC DEVELOPMENT POLICY COMMITTEE

2. A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES CALLING FOR LEGISLATION TO PRESERVE THERAPEUTIC ENVIRONMENTS FOR GROUP HOMES AND AVOID IMPACTS OF OVERCONCENTRATION OF ALCOHOL AND DRUG ABUSE RECOVERY AND TREATMENT FACILITIES IN RESIDENTIAL NEIGHBORHOODS

Source: City of Malibu
Concurrence of five or more cities/city officials: Cities: Artesia; Duarte; La Canada Flintridge; Lakewood; Lomita; and Pico Rivera. City Officials: Los Angeles Council Member Mitchell Englander
Referred to: Housing, Community and Economic Development Policy Committee
Recommendation to General Resolutions Committee:

WHEREAS, residential group home facilities provide valuable rehabilitation and support services for those who live in them, which benefits the greater society; and

WHEREAS, state departments license these facilities through several state agencies, and operators are required to meet various state statutory requirements; and

WHEREAS, in addition to residents, these facilities often include live-in managers and other staff, who provide a variety of services to residents which may include meals, workshops, training, counseling and other services. These uses and services may also require frequent deliveries to be made to the facility, shuttle van service provided to residents, and additional automobile traffic due to shift changes, visiting hours, and other activities. Collectively, these uses often generate more noise and activity than expected from a traditional single-family home; and

WHEREAS, the overconcentration of residential group homes changes the character of neighborhoods as they become centers for the delivery of various services. This environment not only creates a disruption to long-time residents, it can also diminish the quality of the residential treatment experience for group home residents as the neighborhood assumes a more institutional setting; and

WHEREAS, the State and local governments operate in partnership regarding the location of these residential care facilities in residential neighborhoods in order to carry out the policy of the State to prevent overconcentration of such facilities in these neighborhoods; and

WHEREAS, the state has adopted a 300 foot separation requirement between facilities licensed by the Department of Social Services, [1] but these siting standards have not been extended to apply to facilities licensed by other state agencies such as the Department of Health Care Services or other licensed or unlicensed facilities; and

WHEREAS, it is the policy of the State that each county and city permit and encourage development of sufficient numbers and types of alcoholism or drug abuse recovery or treatment facilities as are commensurate with local need;[2] and

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[1] Health & Safety Code Section 1520.5
[2] Health & Safety Code Section 11834.20

WHEREAS, the California Fair Employment and Housing Act includes legal protection against discrimination against persons with disabilities through zoning laws, denials of use permits, and other actions authorized under the Planning and Zoning Law;[3] and

WHEREAS, the Americans with Disabilities Act requires public entities to make reasonable accommodations in policies, practices, or procedures to avoid discrimination on the basis of a disability;[4] and

WHEREAS, there is no provision in State law that allows for the consideration of the impact of alcoholism or drug abuse recovery or treatment facilities on single-family neighborhoods or the overconcentration of these facilities as there is for residential group home facilities; and

WHEREAS, many community concerns could be addressed if State agencies communicated and collaborated more with local governments; and

WHEREAS, the League of California Cities is committed to working in partnership with the Legislature and Administration to address overconcentration of alcohol and drug abuse recovery and treatment facilities in residential neighborhoods while respecting important legal rights of patients and legal obligations established by State and federal law.

RESOLVED, at the League of California Cities General Assembly, assembled at the League Annual Conference on October 2, 2015 in San Jose, that the League calls for the Governor and the Legislature to work with the League and other stakeholders to address the following issues:

1. Explore options to address overconcentration of alcohol and drug abuse recovery and treatment facilities in residential neighborhoods while respecting important legal rights of patients and legal obligations of public entities.
2. Avoid the creation of institutional settings when multiple facilities are concentrated in a single location, while also reducing noise, congestion and other concerns often raised by residents in residential neighborhoods.
3. Determine the appropriate balance between not-for-profit (including county) facilities and for-profit facilities in residential neighborhoods.

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Background Information on Resolution No. 2

Source: City of Malibu

Background:
State law preempts local zoning regulation for licensed drug and alcohol treatment facilities. State and federal anti-discrimination laws require cities to treat facilities that function as single housekeeping units the same as any other "family." In many areas of the state, these facilities are impacting residential neighborhoods because their concentration in certain neighborhoods tends to change the character of the area from a residential neighborhood to more like a hospital and institutional zone in terms of the land use impacts.

In order to avoid overconcentration in residential neighborhoods, most state-licensed group homes are required by state law to meet certain distancing requirements from other licensed group homes. Alcohol

[3] Government Code 12955(l)
[4] 42 U.S.C. Section 12134

and drug programs are treated differently under state law in this respect and no distancing requirements apply. In fact, the state licensing agency does not impose any restrictions on the number of facilities in the vicinity of one another and have been allowing licensees to obtain two licenses on one lot and to operate integrated multi-structure facilities under the guise of multiple single-family residential licenses. Similarly, state law currently requires private foster family agencies operating in residential zones to be organized and operated on a nonprofit basis, while drug and alcohol programs and sober living homes are permitted to operate as a for-profit business in residential zones. The addiction recovery industry has become big business. There are now thousands of treatment facilities and sober living homes in California and the number is rapidly increasing.

State policy sought integration of group homes into residential neighborhoods, not disintegration of the residential character of the neighborhoods. A course correction is required to advance state policy. Through zoning authority, cities can preserve the very neighborhoods that the community-care model depends on to provide the therapeutic environment of a residential neighborhood. Distancing requirements both respond to the biggest concern of local government (over concentration that impairs neighborhood character) and advances state policy. In addition, limiting the zoning preemption to non-profit programs will also assist in preserving the integrity of residential neighborhoods.

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League of California Cities Staff Analysis on Resolution No. 2

Staff: Dan Carrigg
Committee: Housing, Community and Economic Development

Summary:
This Resolution calls for the Governor and the Legislature to work with the League and other stakeholders to explore options to address overconcentration of alcohol and drug abuse recovery and treatment facilities in residential neighborhoods while respecting important legal rights of patients and legal obligations of public entities, avoid the creation of institutional settings when multiple facilities are concentrated in a single location, and determine the appropriate balance between not-for-profit (including county) facilities and for-profit facilities in residential neighborhoods.

Background:
The City of Malibu is sponsoring this resolution as a way of highlighting an issue that continues to create zoning and land use problems in single-family neighborhoods. While this is not a new issue for the League and its cities, and the League has existing policy in this area, the sponsors view the passage of this resolution as helpful in restarting conversations with the Legislature and the Governor's Administration that can hopefully lead to productive solutions.

HCED Committee member and Malibu Council Member Lou La Monte raised this issue at the Committee's June meeting, where he presented a resolution that had recently been adopted by the California Contract Cities Association on May 15. The Committee encouraged him to work with League staff in his effort to draft a measure to be presented at the League's annual conference. League staff worked with Mr. La Monte in this regard, mostly in helping ensure that the various "whereas clauses" appropriately reflect the important legal rights of patients and obligations of public entities that Legislators will expect to be balanced in any solutions to local land use issues.

Resolved Clauses from Recent CCCA Resolution:

***NOW THEREFORE**, the Members of the California Contract Cities Association hereby re-affirms its commitment to cooperation among units of government that serve the people of California and urges the*

California state legislature to enact legislation that empowers local government to preserve the residential character of neighborhoods necessary to effect state policy regarding group homes as follows:

1. *Amend the state law to provide the same distancing and notice requirements for ADP facilities as it does for Community Care Act facilities;*
2. *Enact legislation providing standards that prevent overconcentration of unlicensed sober living homes to maintain residential character of neighborhoods which has therapeutic benefit for the occupants; and*
3. *Restrict the zoning preemption for licensed ADP facilities to those owned and operated by non-profit organizations.*

Fiscal Impact:
Minor, if any.

Comment:

1) The League has significant existing policy in this area. In the past the League has had internal task forces and sponsored and supported various legislative proposals.

2) Making significant progress in this area has been difficult in the Capitol. Federal and state fair housing and anti-discrimination laws and various court decisions have bearing on local authority in this area. Patient advocacy groups and sympathetic legislators have been suspicious of any solutions that they see as limiting patient access. Thus, any effort to develop solutions to address local land use concerns must also remain sensitive to these issues and the perspective of legislators that sit on committees with jurisdiction in these areas.

Existing League Policy:
Related to this Resolution, existing policy provides:

- The League supports permitting cities to exercise review and land use regulation of group home facilities and residential care facilities in residential neighborhoods including the application of zoning, building and safety standards. State and county licensing agencies should be required to confer with the city's planning agency in determining whether to grant a license to a community care facility. The League recognizes that better review and regulation of residential care facilities will protect both the community surrounding a facility and the residents within a facility from a poorly managed facility or the absence of state oversight.
- The League supports state legislation to require a minimum distance of 300 feet between all new and existing residential care facilities. The League supports notification of cities about conditional release participants residing in group homes.

RESOLUTION REFERRED TO HOUSING, COMMUNITY & ECONOMIC DEVELOPMENT AND REVENUE & TAXATION POLICY COMMITTEES

3. A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING SB 593 (MCGUIRE) AND CONTINUED LOCAL FLEXIBILITY FOR CITIES AS THEY ADDRESS NEIGHBORHOOD AND FISCAL IMPACTS OF TEMPORARY RENTALS OF RESIDENTIAL UNITS

Source: City of West Hollywood
Concurrence of five or more cities/city officials: Cities of Healdsburg, Mammoth Lakes, Napa, Piedmont, Santa Cruz, Santa Monica, Sonoma
Referred to: Housing, Community & Economic Development; Revenue & Taxation Policy Committees
Recommendation to General Resolutions Committee:

WHEREAS, the temporary rental of residential houses, condominiums, rooms, and apartments for tourist or transient use is a developing part of the sharing economy; and

WHEREAS, while these rentals provide additional options to the traveling public, and income to affected property owners or tenants, it is also important that such rentals comply with local laws, regulations and ordinances; and

WHEREAS, the temporary rental of residential houses, condominiums, rooms, and apartments for tourist or transient use can present numerous challenges to neighborhoods and adjacent property owners and create additional noise, traffic, parking, privacy and public safety issues, subvert local rent-control laws, decrease available housing stock and in some cases turn residential neighborhoods into de-facto hotel rows; and

WHEREAS, where temporary rental of residential units for tourist or transient use is allowed in conformance with local laws, regulations and ordinances, the applicable transient occupancy tax (TOT) should also be collected. The temporary rental of residential units for tourist or transient use is in direct competition with hotels, motels and other accommodations where guests pay the local TOT, so all such uses should be subject to the same tax. The revenues generated support local streets, roads, fire, police, lifeguards, trash pick-up, park maintenance and other local public services which directly affect local quality of life and the attraction of the community for a visitor; and

WHEREAS, the Thriving Communities and Sharing Economy Act, introduced as SB 593 by Senator Mike McGuire (D-2, Healdsburg), prohibits the operators of transient residential hosting platforms from advertising residential units for tourist or transient use if such use will violate any ordinance, regulation, or law within the applicable city or county that opts into its provisions, and requires the confidential quarterly reporting to the city or county of the following information (if the City or County adopts an ordinance requiring the reporting of the data):

1. The address of each residential unit that was occupied for tourist or transient use during the quarterly period.
2. The total number of nights the residential unit was occupied for tourist or transient use.
3. The amounts paid for the occupancy of the residential unit for tourist or transient use.

WHEREAS, the provisions of SB 593 bolster existing local authority to enforce local ordinances and collect revenue associated with the temporary rental of residential units by allowing local agencies access to the data necessary to enforce their ordinances and requiring short-term rental hosting platforms to collect local TOT and remit it to the appropriate jurisdiction if short-term rentals are allowed in that jurisdiction; and

WHEREAS, the provisions of SB 593 provide a helpful regulatory framework that cities and counties may choose in lieu of exercising their existing authority; and

WHEREAS, the League of California Cities supports SB 593 because it recognizes and preserves local flexibility to address the temporary rental of residential units in the manner that best fits with the unique issues and conditions found in each local jurisdiction; and

WHEREAS, SB 593 provides local jurisdictions with the data and framework necessary to collect TOT revenues from short-term rentals, to pay for vital local services; and

WHEREAS, SB 593 provides local jurisdictions with the data and framework necessary to enforce local regulations designed to ensure the safety of the public and residents living adjacent to short-term rentals; and

WHEREAS, despite any existing challenges faced by cities in regulating or collecting revenue from the temporary rental of residential units, cities would oppose any effort to undermine their existing local authority to regulate land use or collect local TOT revenue.

RESOLVED, at the League of California Cities General Assembly, assembled at the League Annual Conference on October 2, 2015 in San Jose, as follows:

1. Land use regulation and local tax collection are best overseen and implemented locally.

2. While temporary rental of residential units can offer innovative opportunities for travelers and property owners within the developing sharing economy, cities must retain flexibility to address any problems raised by such uses in a manner that reflects the unique issues and conditions in their communities.

3. Cities have existing legal authority and tools to regulate and collect revenue from the temporary rental of residential units, and SB 593 provides the data and framework that supports and bolsters such local efforts.

4. The League encourages cities to support SB 593.

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Background Information on Resolution No. 3

Source: City of West Hollywood

Background:
The sharing economy has quickly become common place in the everyday life of many individuals, whether they participate in ride-sharing, have rented a short-term residential unit, or live in a community were either is prevalent. The sharing economy has provided benefits to many, but also includes many issues that must be addressed in order to allow these sharing practices to effectively incorporate into our communities. Specifically, the short-term rental of residential units has grown exponentially within the last several years throughout the State, and its impacts need to be addressed.

Presently, many cities and counties prohibit the renting of residences for less than 30 days. However, these prohibitions are frequently ignored by Online Vacation Rental Businesses ("OVRBs"), causing unwanted burdens on cities while reducing TOT collection from sanctioned hotels. The short-term rental of residential properties presents numerous challenges within neighborhoods and to adjacent property owners. They may create additional noise, traffic, parking, privacy and public safety issues, subvert local rent-control laws, decrease available housing stock and in some cases turn residential neighborhoods into de-facto hotel rows. The rentals facilitated by OVRB's in these cities and counties go against the expressed wishes of the residents.

For the cities and counties that do allow short-term residential rentals, most require hosts to register and that transient occupancy taxes be paid. However, registration and payment of TOT in these cities and counties are based on the owners of the short terms residential units voluntarily reporting their rental activity. However, there has been a severe under-registration of hosts and underpayment of TOT. Only 10% of hosts in San Francisco have followed the city ordinance to register. Sonoma County has had to spend in excess of $200,000 in an attempt to track down those rentals that are not paying the required TOT under the ordinance. And Los Angeles is currently experiencing a rental housing shortage due in part to the recent popularity of OVRBs.

Cities and counties have been unable to obtain this information due to the fact that OVRB's pass their responsibility to individual homeowners. This lack of oversight and enforcement presents a gap in accountability, and as a result, local laws and regulations are not being followed.

Sen. Mike McGuire's Thriving Communities and Sharing Economy Act (SB 593) will provide local jurisdictions with the data and framework necessary to collect TOT revenues from short-term rentals, to pay for vital local services; or conversely, the data necessary to help cities enforce local regulations designed to ensure the safety of the public and residents living adjacent to short-term rentals, if those rental are not allowed.

Specifically, SB 593 would: 1) Prohibit the operators of short-term residential hosting platforms from advertising residential units for tourist or transient use if such use will violate any ordinance, regulation, or law, within the applicable city that opts into the bill's provisions; 2) Require short-term rental housing platforms to collect and remit applicable transient occupancy tax (if short-term rentals are allowed in the city and the collection of TOT is required by the city); and 3) Require the confidential quarterly reporting of the address of each residential unit that was occupied for tourist or transient use during the quarterly period, the total number of nights the residential unit was occupied for tourist or transient use, and the amounts paid for the occupancy of the residential unit for tourist or transient use.

The premise of SB 593 is simple: reinforce local laws already on the books. Where vacation rentals are legal, the bill will assist local jurisdictions in their regulation and collection of Transient Occupancy Taxes, (TOT) as more than 430 cities and 56 counties impose a TOT. Where vacation rentals are illegal by local ordinance, the bill will prohibit online vacation rental businesses from making a rental.

The Thriving Communities and Sharing Economies Act will empower local control, provide desperately needed funding for parks, local roads, fire and police services, and promote safe neighborhoods. SB 593 will require online vacation rental businesses to disclose information to cities and counties and/or collect and disperse Transient Occupancy Tax dollars – projected to be in the hundreds of millions of dollars statewide.

The emerging short term rental industry is an important segment of the state economic fabric and an issue of statewide importance. SB 593 would assist in facilitating a shared economy that will be beneficial to California's cities and their residents.

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League of California Cities Staff Analysis on Resolution No. 3

Staff: Dan Carrigg
Committees: Housing, Community & Economic Development; Revenue & Taxation

Summary:

This Resolution seeks to highlight and increase support for SB 593 (McGuire), which is pending in the Legislature. SB 593, titled the Thriving Communities and Sharing Economy Act, seeks to bolster local efforts to regulate and collect transient occupancy taxes from the temporary rental of residential houses, condominiums, rooms, and apartments for tourists and transient use. The League is currently in support of this legislation.

Background:

The City of West Hollywood and other cities are sponsoring the resolution in an effort to expand awareness of the issue among cities and encourage additional support for SB 593. They view the legislation as helpful in bolstering local efforts to appropriately regulate a growing vacation rental industry.

The author introduced SB 593 based upon his past experience as both former Mayor of Healdsburg and a Sonoma County Supervisor. These areas are popular with tourists, and the affected communities are facing increasing land use and revenue collection issues. SB 593 is currently on the Senate Floor and is considered a "two-year bill," meaning that it cannot move until January 2016.

In addition to the League, SB 593 has a broad range of support:

Support: American Federation of State, County, and Municipal Employees, AFL-CIO; American Hotel and Lodging Association; Asian American Hotel Owners Association; American Insurance Association; Association of California Insurance Companies; Andaz West Hollywood General Manager Lin Schatz; Association for Los Angeles Deputy Sheriffs; City of Big Bear Lake; Borrego Springs Chamber of Commerce & Visitors Bureau; California Apartment Association; California Association of Boutique and Breakfast Inns; California Association of County Treasurers and Tax Collectors; California Apartment Association; California Association of Code Enforcement Officers; California College and University Police Chiefs Association; California Narcotics Officers Association; California Police Chiefs Association; California Hotel and Lodging Association; California Labor Federation; California Professional Firefighters; California State Association of Counties; California Teamsters Public Affairs Council; Contra Cost County Treasurer-Tax Collector Russell Watts; Paul Desterman, Mindy Desterman; El Dorado County Treasurer-Tax Collector C.L. Raffety; Douglas Engmann; Fairmont San Jose General Manager Kelley Cosgrove; Hilton Los Angeles/Universal City General Manager Mark Davis; Hotel Association of Los Angeles; Hotel Council of San Francisco; Humboldt County Convention and Visitors Bureau; International Faith Based Coalition; League of California Cities; Long Beach Firefighter Association; Los Angeles Alliance for a New Economy; Los Angeles Police Protective League; Town of Mammoth Lakes; Marin County Council of Mayors and Councilmembers; Marriot Courtyard in Larkspur General Manager Sam Pahlavan; Denise McNicol; Mendocino County Board of Supervisors; Mendocino County Treasurer-Tax Collector Shari Schapmire; Mono County Board of Supervisors; Ashok Mukherje; National Association of Mutual Insurance Companies; Neighbors for Overnight Oversight; Jenny Oaks; Pacific Association of Domestic Insurance Companies; Riverside Sheriffs Association; Rural County Representatives of California; Sacramento Hotel Association; San Diego County Hotel-Motel Association; San Franciscans for Reasonable Growth; San Luis Obispo County Auditor-Controller-Treasurer-Tax Collector James Erb; San Mateo County Central Labor Council; Santa Cruz County Convention and Visitors Council; Service Employees International Union; ShareBetter San Francisco; Sierra County Auditor-Treasurer-Tax Collector Van Maddox; Siskiyou County Treasurer-Tax Collector Wayne Hammar; Sonoma County Auditor-Controller-Tax Collector David Sundstrom; Sonoma County Board of Supervisors; City of Thousand Oaks; Tulare County Auditor-Controller-Treasurer-Tax Collector Rita Woodard; Tuolumne County Treasurer-Tax Collector Shelley Piech; UNITE-HERE, AFL-CIO; United Firefighter of Los Angeles City, Local #112; Natasha Yankoffski.

Opposition: Airbnb; Consumer Watchdog; Internet Association, TechNet.

Fiscal Impact:
Transient Occupancy Taxes are a significant source of local revenue. Many cities and counties are encountering challenges identifying units in their community that are being used as vacation rentals and collecting associated revenue. Where vacation rentals are permitted by local ordinance, the passage of SB 593 can assist local efforts, thereby increasing local revenues to support local services.

Comment:
3) Earlier this year the League's Housing Community and Economic Development Committee and Revenue and Taxation Committee reviewed an earlier version of SB 593 and initially adopted a

Support, If Amended position, which was concurred with by the League board. The author later incorporated the League's amendments into the bill and the League issued a support letter on the current version of the bill.

4) Local governments already have extensive authority to regulate land use and collect local taxes. While vacation rentals may be an increasingly popular option for the traveling public, local ordinances are beginning to adjust. The League supports SB 593 because it is crafted in a way that supports local authority in dealing with this emerging issue. Local agencies can either opt in to its provisions or continue to address issues differently under their existing local authority.

Existing League Policy:
Related to this Resolution, existing policy provides:

HCED Policy: The League believes that local zoning is a primary function of cities and is an essential component of home rule.

Rev. & Tax Policy: Additional revenue is required in the state/local revenue structure. There is not enough money generated by the current system or allocated to the local level by the current system to meet the requirements of a growing population and deteriorating services and facilities.

RESOLUTION REFERRED TO ENVIRONMENTAL QUALITY POLICY COMMITTEE

4. RESOLUTION CALLING UPON THE GOVERNOR AND THE LEGISLATURE TO WORK WITH THE LEAGUE OF CALIFORNIA CITIES TO ENACT LEGISLATION OR TO OTHERWISE COMPEL SOUTHERN CALIFORNIA EDISON TO CREATE A PROGRAM TO AUTOMATICALLY PROVIDE DIRECT COMPENSATION TO ITS CUSTOMERS AFFECTED BY PROLONGED ELECTRICAL POWER OUTAGES UNDER SPECIFIED CIRCUMSTANCES.

Source: City of Rancho Palos Verdes
Concurrence of five or more cities/city officials: Cities of Hermosa Beach, Lomita, Palos Verdes Estates, Rolling Hills and Rolling Hills Estates
Referred to: Environmental Quality Policy Committee
Recommendations to General Resolutions Committee:

WHEREAS, local governments in California are often reliant upon investor-owned private utility companies for the provision of electrical power to their citizens, businesses and institutions; and,

WHEREAS, the reliability and consistency of electrical supply and transmission is critically important to local governments to ensure the protection of the public safety, health and general welfare of communities; and,

WHEREAS, prolonged disruptions in electrical service can jeopardize the health of citizens who have a variety of physical challenges and rely on a constant source of power for medical devices; the safety of senior citizens who are particularly susceptible to injury if power outages persist for long periods of time into evening hours; and the financial well-being of citizens, businesses and institutions that suffer from the loss of food, medication and other perishable items during prolonged power outages; and,

WHEREAS, Southern California Edison (SCE), an investor-owned utility serving 15 million customers in Southern and Central California, experiences frequent and prolonged service disruptions due to both planned and unplanned outages, equipment failures and weather-related events, which adversely affect local governments within its service area; and,

WHEREAS, SCE has been fined by the California Public Utilities Commission in the past due to prolonged service disruptions, most recently being levied a $24.5 million penalty as a result of a prolonged outage that resulted from a wind storm in 2011; and,

WHEREAS, although SCE provides a claim process by which its customers may seek compensation for financial losses incurred as a result of prolonged service disruptions, SCE appears to reject most such claims; which places an unreasonable burden upon its customers and creates a false impression that customers will be compensated for their losses; and,

WHEREAS, at least one other investor-owned utility in California, Pacific Gas and Electric (PG&E) in Northern and Central California, has existing programs and procedures in place ("Safety Net" and "Service Guarantee") that automatically and directly compensate its customers when they are affected by prolonged service disruptions, including disruptions due to weather events and other causes, without the need for customers to seek compensation through a claim process; and,

WHEREAS, these PG&E programs provide for "Storm Inconvenience Payments" of $25 to $100 for weather-related service disruptions of forty-eight (48) hours or more; as well as $30 service credits in instances of where the customer's electrical service is not restored within four (4) hours, or the customer is not provided with a time for service restoration within four (4) hours; the customer is without electrical service for twenty-four (24) hours or more in the event of unplanned service disruptions (unless the cause of the disruption is completely beyond the utility's control); and the customer is without electrical service as a result of a planned service interruption where less than seventy-two (72) hours' notice is provided to the customer; and,

WHEREAS, local governments within SCE's service area believe that requiring SCE to implement automatic and direct compensation programs for prolonged service disruptions, similar to those implemented by PG&E, will provide tangible relief to citizens, businesses and institutions that are adversely affected by prolonged outages, and will incentivize SCE to improve the reliability of its equipment and service; and now therefore let it be,

RESOLVED by the General Assembly of the League of California Cities, assembled in San Jose on October 2, 2015, that the League calls for the Governor and the Legislature to work with the League of California Cities to enact legislation or to otherwise compel SCE to create a program to automatically provide direct compensation to its customers affected by prolonged electrical power outages under specified circumstances; and let it be,

FURTHER RESOLVED that such program shall be modeled upon PG&E's "Safety Net" and "Service Guarantee" programs, and shall cover weather-related events and planned and unplanned service disruptions.

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Background Information on Resolution No. 4

Source: City of Rancho Palos Verdes

Background:
The City of Rancho Palos Verdes and other cities in the South Bay region of Los Angeles County have longstanding concerns regarding the ineffective process by which Southern California Edison (SCE) addresses residents' claims, and desires to obtain the League's assistance in correcting that process. On the Palos Verdes Peninsula, SCE's aged infrastructure has caused fires and repeated, prolonged power

outages. The prolonged power outages are the focus of this request, because they adversely affect residents in a variety of ways, particularly:

- Residents who have a variety of physical challenges and rely on a constant source of power for medical devices;
- Residents who are senior citizens and are particularly susceptible to injury if power outages persist for a long period of time into the evening hours; and,
- Residents who suffer financial burdens as a result of losing food, medication and other perishable items during prolonged power outages.

The California Public Utilities Commission (CPUC) has the authority to impose penalties on utilities, including for prolonged power outages, and did so in connection with an extreme wind event that occurred in the Los Angeles area in 2011. However, the CPUC is not authorized to award claims to residents for prolonged electrical power outages. If a resident has a claim he or she wishes to pursue, the resident must file a claim with SCE, along with documentation of the financial loss that was incurred. If the claim is rejected, the resident then must file a lawsuit against SCE (probably in small claims court). Most residents will not want to spend the time and effort to pursue small claims for monetary damages arising from extended power outages.

SCE only awards claims for damages caused by its own negligence. This means that if an extended power outage is caused by a weather-related event, the claim will be denied. The SCE website also states that it will not cover claims for power surges. Since SCE often moves power from one line to another to enable repairs and maintenance, SCE can be the cause of the power surge, but residents still will not receive compensation for those claims.

Proposed Legislation

The proposed resolution calls upon the Governor and Legislature to enact legislation (or take other action) that will provide rebates in flat amounts to SCE customers for extended power outages under specified conditions. The proposed legislation could be modeled on the "Safety Net" and "Service Guarantee" programs offered by Pacific Gas and Electric (PG&E), another California-based investor-owned utility, which provides specific rebates to its customers based upon the type, cause and duration of service interruptions. These penalties are designed to provide direct compensation to SCE's customers who are adversely affected by prolonged power outages, and to incentivize SCE to restore the power as quickly as possible. They also will eliminate the frustration that SCE's customers experience as a result of SCE's existing claim process.

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League of California Cities Staff Analysis on Resolution No. 4

Staff: Jason Rhine
Committee: Environmental Quality

Summary:

Resolution No. 4 calls upon the Governor and the Legislature to work with the League of California Cities to enact legislation or to otherwise compel Southern California Edison (SCE) to create a program to automatically provide direct compensation to its customers affected by a prolonged electrical power outage under specified circumstances.

Background:

City of Rancho Palos Verdes asserts that the South Bay region of Los Angeles County has longstanding concern regarding the ineffective process by which SCE addresses residents' claims associated with prolonged electrical power outages. The City believes that SCE's aged infrastructure has caused fires and repeated, prolonged electrical power outages. Prolonged electrical power outages can adversely affect residents who have physical challenges and rely on a constant source of power for medical devices; residents who are senior citizens and are particularly susceptible to injury if electrical power outages persist for a long period of time into the evening hours; and, residents who suffer financial burdens as a result of losing food, medication and other perishable items during prolonged electrical power outages.

According to information provided by SCE, SCE has the following customer compensation program:

Service Guarantee Program
SCE shall provide the following four service guarantees to its electric customers and provide a $30 credit when these service guarantees are not met. Unless otherwise stated below, the four service standards apply only to active service accounts served under the Residential, General Service and Industrial, or Agricultural and Pumping rate schedules.

- **Restoration of Service Within 24 Hours:** SCE will restore electrical service within 24 hours of when SCE first becomes aware of a power outage. The first credit will be applied if the outage exceeds 24 hours. Additional credits will be applied for each succeeding 24-hour period that the customer is without service. Partial credits will not be paid for outage periods less than a full 24-hour increment. ***Power outages associated with a moderate, severe, or catastrophic storm condition are exempt from the program.***
- **Missed Appointments:** When an appointment for a field service visit is made with a customer for a specific appointment time, and the customer's presence is required for establishing new service, a billing inquiry, or meter installation, SCE will arrive at the agreed upon appointment within 30 minutes before or after the scheduled time.
- **Notification of Planned Outages:** SCE will provide customers with notification of a planned outage at least three calendar days prior to the event. SCE will notify customers either by US Postal Service mail, by phone, in-person or door-to-door through door hangers, or by e-mail if SCE has the customer's e-mail address on file. If a planned outage is rescheduled to a new date not specified in the original notice to the customer, SCE will provide a new notice at least three calendar days in advance of the rescheduled planned outage.
- **Timely and Accurate First Bill:** SCE will issue an accurate first bill to a new customer of record within 60 days of establishing service. The bill and bill accuracy is defined according to the terms and conditions of SCE's Rule 9 (Rendering and Payment of Bills) and Rule 17 Section A (Adjustment of Bills and Meter Tests Usage) and Section D (Adjustment of Bills for Billing Error). The service guarantee credit process will be initiated once SCE is aware that the first bill was either inaccurate or issued beyond sixty days of establishing service. The first bill for any given customer account is eligible for only one service guarantee credit regardless of whether the bill is late, inaccurate, or both.

According to PG&E's website, PG&E offers the following customer compensation programs:

Compensation for Extended Outages
STORMS MESSAGE: If you are a residential customer and have gone without power for at least 48 hours due to severe storm conditions, you may qualify for a payment under PG&E's Safety Net Program. This program provides for the automatic payment of $25 - $100, which is paid about 60 days following the storm outage. In some cases, processing may take 90-120 days (heavy storm season).

Safety Net Program
We understand how inconvenient it is for customers who go without power for 48 hours or longer due to severe events, such as a storm. That is why PG&E created the following:

- PG&E will provide payments to residential customers we determine were without power for more than 48 hours due to a severe storm.
- The payments will range from $25 up to $100, depending on the length of the outage.

Eligibility

- The Storm Inconvenience Payment provision of the Safety Net Program applies to residential customers only (rate schedules E-1, E-6, E-7, E-8, E-9, EM, ES, ESR, ET, and EV); customers also may be enrolled in programs such as CARE and medical baseline.
- Businesses, agricultural accounts, multi-family building common areas, streetlights, and all other customers other than residential customers are ineligible for Storm Inconvenience Payments.
- Storm Inconvenience Payments will not be issued to customers in areas where access to PG&E's electric facilities was blocked (mud slides, road closures or other access issues). Also, if customer equipment prevented restoral or extended customer outage (ex. weatherhead, service drop, etc.).
- The outage must have occurred during a major weather-related event that caused significant damage to PG&E's electric distribution system.
- The outage must have lasted more than 48 hours.
- Storm Inconvenience Payments are in increments of $25 ($100 maximum per event). Payment levels are based on the length of the customer's outage:
  - 48 to 72 hours $25
  - 72 to 96 hours $50
  - 96 to 120 hours $75
  - 120 hours or more $100
- Both bundled-service and direct-access residential customers qualify for Storm Inconvenience Payments.
- Storm Inconvenience Payments will be issued to the customer of record.
- A customer with multiple residential services such as a primary residence and a vacation home is eligible for Storm Inconvenience Payments at each location where there was a storm-related outage of more than 48 hours.
- Customers must have an open account (service agreement) in good standing at the time of the outage and at the time payment is issued (generally 45 to 60 days after the event).
- For master-metered accounts such as mobile home parks, the customer of record will receive the Storm Inconvenience Payment for the master meter only.

Service Guarantee Program

Gas and electricity are essential to keep your life running smoothly, safely and efficiently. When your service is interrupted or in need of repair, you expect a reasonable and timely response. To ensure that we provide this to you, PG&E has implemented service guarantees, which spell out our commitment to prompt customer service for our customers:

- **Guarantee 1: Missed Appointments:** PG&E will meet the agreed upon appointment time set with our customer during contact with our Call Center or automatically credit your account $30.
- **Guarantee 2: Non-Emergency Investigations:** PG&E will investigate non-emergency situations (check meter) and communicate results to a customer within seven days of a customer's request. Check-meter appointments between October 15 and December 15 of each year will be scheduled within 10 workdays. If an off-site meter test is required, PG&E will communicate the results to the customer within 30 days. If access is required to the customer's premises, then an appointment is necessary. Failure to meet the service guarantee will result in a $30 credit to the customer's account. An automatic credit to the customer's account would apply only if PG&E misses a scheduled appointment date. If

the appointment is scheduled beyond five workdays, the customer must notify PG&E to receive the credit. If PG&E's records show that such scheduling was at the customer's request, the credit does not apply.

- **Guarantee 3: Emergency:** The Emergency Service Guarantee is not currently in effect.
- **Guarantee 4: Complaint Resolution:** PG&E will decide on a course of action to resolve a complaint and communicate it to the customer within three working days. PG&E will communicate the complaints resolution to the customer within 10 working days, or 30 working days when an off-site meter test is required or an on-site home audit is requested. Failure to meet the service guarantee will result in a $30 credit to the customer's account.
- **Guarantee 5: New Meter Installations:** PG&E will meet the agreed upon date for new service meter installations and service turn-ons or automatically credit your account $50.
- **Guarantee 6: Electric Service Disruptions:** PG&E will respond to customer calls reporting electric service interruptions within four hours by restoring service; or by informing the customer, upon request, when service restoration is expected; or automatically credit your account $30.
- **Guarantee 7: Electric Service Restoration:** PG&E will restore electric service within 24 hours, unless the cause is absolutely beyond our control, or we will automatically credit your account $30 for each 24-hour period you are without service.
- **Guarantee 8: Commencing Bills:** PG&E will issue an accurate commencing bill to a new customer account within 60 days of service initiation, or we will automatically credit your account $30.
- **Guarantee 9: Planned Interruptions:** PG&E shall provide at least three days' notice of a planned interruption in service. Failure to meet the service guarantee will result in a $30 credit to the customer's account. This guarantee will require a customer call and PG&E investigation to determine if PG&E's commitment to notify customers 72 hours in advance of planned interruptions was missed. Customers notified of planned service interruptions 72 hours in advance may have their service interrupted on multiple occasions on the date(s).
- **Guarantee 10: Service Termination in Error:** Impacted customers will be eligible for a $100 credit adjustment if PG&E terminates service in error.

Fiscal Impact:
No Impact on City Funds. Compelling SCE to create automatic direct compensation programs modeled on PG&E's "Safety Net" and "Service Guarantee" programs would have no direct fiscal impact on cities because the "Safety Net" program is limited to residential customers and the "Service Guarantee" program is very similar to SCE's existing program. However, residential customers would receive direct payments in specified circumstances for prolonged electrical power outages.

Comment:

- The City of Rancho Palos Verdes, in sponsoring this resolution, does not believe that SCE has an effective process to address customer damage claims associated with prolonged electrical power outages. According to the resolution, the City of Rancho Palos Verdes would like to compel SCE to create a program to automatically provide direct compensation to its customers affected by prolonged electrical power outages under specified circumstances. Additionally, the program would be modeled upon PG&E "Safety Net" and "Service Guarantee" programs, and shall cover weather-related events and planned and unplanned service disruptions.
- *What is SCE's process to provide relief to customers that have experienced a prolonged electrical power outage?* As part of SCE's four point service guarantee program, customers experiencing an electrical power outages exceeding 24 hours, may qualify for a $30 credit under specific conditions. However, prolonged electrical power outages

caused by a moderate, severe, or catastrophic storm condition are exempt from the program.

- *How does PG&E provide relief to customers that have experienced a prolonged electrical power outage?* Like SCE, PG&E has a multi-point service guarantee program that provides customer credits that range from $30 -$100 for a wide range of activities. In addition, PG&E has a specific, weather related program, the "Safety Net" program, which provides automatic, direct payment to customers experiencing electrical power outages, in excess of 48 hours.
- *What type of customer compensation program does the Resolution call for?* The Resolution calls for a customer compensation program that expands beyond PG&E's two existing programs. Under the Resolution, the City of Rancho Palos Verdes would like to compel SCE to adopt a program based on PG&E's "Safety Net" and "Service Guarantee" programs, and also cover weather-related events and planned and unplanned service disruptions.
- *Do these programs really provide funds to residential customers?* While the Resolution holds PG&E's programs in high esteem, after hearing from a number of city officials in PG&E's service territory, it seems that there is a great deal of skepticism around the effectiveness and utilization of their residential compensation programs. Is PG&E's program really working as described?
- *What about California's other Investor Owned Utilities (IOU) and municipal utilities?* The Resolution is directed at SCE. However, the committee may want to consider the implications of the Resolution on the other investor owned utilities and municipal utilities.
- *Is legislation the best approach?* The Resolution calls upon the Governor and the Legislature to work with the League of California Cities to enact legislation or to otherwise compel SCE to create a program to automatically provide direct compensation to its customers affected by a prolonged electrical power outage. Given that the California Public Utilities Commission regulates all of the investor owned utilities, it may be more appropriate to seek a regulatory change rather than a legislative proposal.
- *More information to come.* The Resolution could have broader implications beyond SCE and PG&E. Prior to the Environmental Quality Policy Committee and General Resolutions Committee meeting at Annual Conference, League staff will provide additional background information on the following:
    - Other IOU electrical power outage compensation programs.
    - Municipal utility electrical power outage compensation programs.
    - Role of the California Public Utilities Commission.

Existing League Policy:
In response to the energy crisis of 2001, the League of California Cities established extensive policy and guiding principles related to the electric industry. However, there is no existing policy that pertains to prolonged power outages or compensating customers for damages incurred during a prolonged power outage.

LETTERS OF CONCURRENCE

Resolution No. 2

Overconcentration of Alcohol & Drug Treatment Facilities

THE CITY OF ARTESIA, CALIFORNIA

18747 CLARKDALE AVENUE, ARTESIA, CALIFORNIA 90701
Telephone 562 / 865-6262
FAX 562 / 865-6240

"Service Builds Tomorrow's Progress"

July 15, 2015

President Stephany Aguilar
League of California Cities
1400 K Street Suite 400
Sacramento, CA 95814
Fax: (916) 658-8240

Re: A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES CALLING FOR LEGISLATION TO PRESERVE THERAPEUTIC ENVIRONMENTS FOR GROUP HOMES AND AVOID IMPACTS OF OVERCONCENTRATION OF ALCOHOL AND DRUG ABUSE RECOVERY AND TREATMENT FACILITIES IN RESIDENTIAL NEIGHBORHOODS

Dear President Aguilar,

I, Mayor Pro Tem Victor Manalo, City of Artesia wish to support the League of California Cities resolution for legislation to preserve therapeutic environments for group homes and avoid impacts of overconcentration of alcohol and drug abuse recovery and treatment facilities in residential neighborhoods to be adopted on October 2, 2015 at the Annual League of California Cities Conference in San Jose, California.

In the interest of continuing local control, land use and planning and home rule, we believe the Governor and Legislature should respect the individuals' legal rights. The California Fair Employment and Housing Act includes legal protection against discrimination against persons with disabilities through zoning laws, denials of use permits, and other actions authorized under the Planning and Zoning Law; and the Americans with Disabilities Act requires public entities to make reasonable accommodations in policies, practices, or procedures to avoid discrimination on the basis of a disability. There is no provision in State law that allows for the consideration of the impact of alcoholism or drug abuse recovery or treatment facilities on single-family neighborhoods or the overconcentration of these facilities as there is for residential group home facilities.

This resolution respectfully points out that community concern could be addressed if state agencies communicated and collaborated more with local government. Thank you in advance for considering, supporting and adopting the resolution at the annual conference on October 2, 2015.

Sincerely,

Victor Manalo
Mayor Pro Tem
City of Artesia

City of Duarte

Sixteen Hundred Huntington Drive, Duarte, California 91010-2499
Tel 626 357-7931 FAX 626-358-0018 www.accessduarte.com

Mayor
Tzeitel Paras-Caracci
Mayor Pro Tem
Samuel Kang
Councilmembers
John Fasana
Margaret E. Finlay
Liz Reilly
City Manager
Darrell George

July 22, 2015

Stephany Aguilar, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814
Fax: (916) 658-8240

Re: A Resolution of the League of California Cities calling for legislation to preserve therapeutic environments for group homes, and avoid impacts of overconcentration of alcohol and drug abuse recovery and treatment facilities in residential neighborhoods

The City of Duarte wishes to support the League of California Cities' resolution for legislation to preserve therapeutic environments for group homes and avoid impacts of overconcentration of alcohol and drug abuse recovery and treatment facilities in residential neighborhoods, to be adopted on October 2, 2015, at the Annual League of California Cities Conference in San Jose, California.

In the interest of continuing local control, land use and planning, and home rule, we believe the Governor and Legislature should respect the individuals' legal rights. The California Fair Employment and Housing Act includes legal protection against discrimination against persons with disabilities through zoning laws, denials of use permits, and other actions authorized under the Planning and Zoning Law. The Americans with Disabilities Act requires public entities to make reasonable accommodations in policies, practices, or procedures to avoid discrimination on the basis of a disability. There is no provision in State law that allows for the consideration of the impact of alcoholism or drug abuse recovery or treatment facilities on single-family neighborhoods, or the overconcentration of these facilities, as there is for residential group home facilities.

This resolution respectfully points out that community concern could be addressed if State agencies communicated and collaborated more with local government. Thank you in advance for considering, supporting, and adopting the resolution at the annual conference on October 2, 2015.

Sincerely,

Tzeitel Paras-Caracci
Mayor

ATTACHMENT 1
PAGE 28 OF 53

City of La Cañada Flintridge

City Council
David A. Spence, Mayor
Jonathan C. Curtis, Mayor Pro Tem
Michael T. Davitt
Leonard Pieroni
Terry Walker

July 15, 2015

President Stephany Aguilar
League of California Cities
1400 K Street Suite 400
Sacramento, CA 95814
Fax: (916) 658-8240

RE: A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES CALLING FOR LEGISLATION TO PRESERVE THERAPEUTIC ENVIRONMENTS FOR GROUP HOMES AND AVOID IMPACTS OF OVERCONCENTRATION OF ALCOHOL AND DRUG ABUSE RECOVERY AND TREATMENT FACILITIES IN RESIDENTIAL NEIGHBORHOODS

Dear President Aguilar:

I am a City Council member of the City of La Cañada Flintridge and wish to express my support of the League of California Cities' resolution for legislation to preserve therapeutic environments for group homes and avoid impacts of overconcentration of alcohol and drug abuse recovery and treatment facilities in residential neighborhoods. Said resolution is scheduled for consideration on October 2, 2015 at the Annual League of California Cities Conference in San Jose, California.

In the interest of continuing local control, land use and planning and home rule, I believe the Governor and Legislature should respect individuals' legal rights. The California Fair Employment and Housing Act includes legal protection against discrimination against persons with disabilities through zoning laws, denials of use permits, and other actions authorized under the Planning and Zoning Law; and the Americans with Disabilities Act requires public entities to make reasonable accommodations in policies, practices, or procedures to avoid discrimination on the basis of a disability. There is no provision in State law that allows for the consideration of the impact of alcoholism or drug abuse recovery or treatment facilities on single-family neighborhoods or the overconcentration of these facilities as there is for residential group home facilities.

This resolution respectfully points out that community concern could be addressed if state agencies communicated and collaborated more with local government.

Thank you in advance for considering, supporting and adopting the resolution at the annual conference on October 2, 2015.

Sincerely,

Michael T. Davitt
Council Member
CCCA Executive Board Member

ATTACHMENT 1
PAGE 29 OF 53

Ron Piazza
Vice Mayor

Steve Croft
Council Member

CITY OF LAKEWOOD
CALIFORNIA

Jeff Wood
Mayor

Todd Rogers
Council Member

Diane DuBois
Council Member

July 21, 2015

President Stephany Aguilar
League of California Cities
1400 K Street Suite 400
Sacramento, California 95814

Re: Resolution for Legislation to Preserve Therapeutic Environments for Group Homes and Avoid Impacts of Overconcentration of Alcohol and Drug Abuse Recovery and Treatment Facilities in Residential Neighborhoods

Dear President Aguilar:

The City of Lakewood supports the League of California Cities' resolution for legislation to preserve therapeutic environments for group homes and avoid impacts of overconcentration of alcohol and drug abuse recovery and treatment facilities in residential neighborhoods. We support that this resolution be adopted at the Annual League of California Cities Conference on October 2, 2015 in San Jose, California.

Lakewood recognizes that residential group home facilities provide valuable services for those who live in them. However, we also recognize that these facilities often generate more noise and activity than expected from a traditional single-family home, and that overconcentration of these homes can change the character of the neighborhoods where they are situated. Overconcentration can occur because state agencies that oversee these homes have different siting standards (facilities licensed by the state Department of Social Services require a 300 foot separation between facilities, but those facilities licensed by other state agencies, such as the Department of Alcohol and Drugs Programs, do not have such a requirement). This resolution will seek to address, via legislation, overconcentration of alcohol and drug treatment prevention facilities in residential neighborhoods while respecting important legal rights of patients and legal obligations of public entities.

Thank you for your consideration, support and adoption of this important resolution at the League Annual Conference.

Sincerely,

Jeff Wood

Jeff Wood
Mayor

ATTACHMENT 1
PAGE 30 OF 53

Lakewood

5050 Clark Avenue, Lakewood, CA 90712 • (562) 866-9771 • Fax (562) ... • www.lakewoodcity.org • Email: ...

MITCHELL ENGLANDER

LOS ANGELES CITY COUNCILMEMBER, TWELFTH DISTRICT

July 24, 2015

President Stephany Aguilar
League of California Cities
1400 K Street Suite 400
Sacramento, CA 95814
Fax: (916) 658-8240

Re: A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES CALLING FOR LEGISLATION TO PRESERVE THERAPEUTIC ENVIRONMENTS FOR GROUP HOMES AND AVOID IMPACTS OF OVERCONCENTRATION OF ALCOHOL AND DRUG ABUSE RECOVERY AND TREATMENT FACILITIES IN RESIDENTIAL NEIGHBORHOODS

Dear President Aguilar,

I, Los Angeles City Councilmember Mitchell Englander, wish to support the League of California Cities resolution for legislation to preserve therapeutic environments for group homes and avoid impacts of overconcentration of alcohol and drug abuse recovery and treatment facilities in residential neighborhoods to be adopted on October 2, 2015 at the Annual League of California Cities Conference in San Jose, California.

In the interest of continuing local control, land use and planning and home rule, we believe the Governor and Legislature should respect the individuals' legal rights. The California Fair Employment and Housing Act includes legal protection against discrimination against persons with disabilities through zoning laws, denials of use permits, and other actions authorized under the Planning and Zoning Law; and the Americans with Disabilities Act requires public entities to make reasonable accommodations in policies, practices, or procedures to avoid discrimination on the basis of a disability. There is no provision in State law that allows for the consideration of the impact of alcoholism or drug abuse recovery or treatment facilities on single-family neighborhoods or the overconcentration of these facilities as there is for residential group home facilities.

This resolution respectfully points out that community concern could be addressed if state agencies communicated and collaborated more with local government. Thank you in advance for considering, supporting and adopting the resolution at the annual conference on October 2, 2015.

Sincerely,

MITCHELL ENGLANDER
President Pro Tempore,
Chair, City of Los Angeles Public Safety Committee

ATTACHMENT 1
PAGE 31 OF 53

City Hall Office • 200 N. Spring Street, Room 405 • Los Angeles, CA 90012 • Phone (213) 473-7012 • Fax (213) 473-6925
Chatsworth Office • 9207 Oakdale Ave. • Chatsworth, CA 91311 • Phone (818) 882-1212 • Fax (818) 701-5254

CITY COUNCIL

HENRY SANCHEZ JR.
JIM GAZELEY
MICHAEL G. SAVIDAN
BEN TRAINA
MARK WARONEK

ADMINISTRATION

MICHAEL ROCK
CITY MANAGER

CITY OF LOMITA

July 23, 2015

President Stephany Aguilar
League of California Cities
1400 K Street Suite 400
Sacramento, CA 95814
Fax: (916) 658-8240

RE: A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES CALLING FOR LEGISLATION TO PRESERVE THERAPEUTIC ENVIRONMENTS FOR GROUP HOMES AND AVOID IMPACTS OF OVERCONCENTRATION OF ALCOHOL AND DRUG ABUSE RECOVERY AND TREATMENT FACILITIES IN RESIDENTIAL NEIGHBORHOODS

Dear President Aguilar:

I, Mayor Henry Sanchez, Jr., City of Lomita, wish to support the League of California Cities resolution for legislation to preserve therapeutic environments for group homes and avoid impacts of overconcentration of alcohol and drug abuse recovery and treatment facilities in residential neighborhoods to be adopted on October 2, 2015 at the Annual League of California Cities Conference in San Jose, California.

In the interest of continuing local control, land use and planning and home rule, we believe the Governor and Legislature should respect the individuals' legal rights. The California Fair Employment and Housing Act includes legal protection against discrimination against persons with disabilities through zoning laws, denials of use permits, and other actions authorized under the Planning and Zoning Law; and the Americans with Disabilities Act requires public entities to make reasonable accommodations in policies, practices, or procedures to avoid discrimination on the basis of a disability. There is no provision in State law that allows for the consideration of the impact of alcoholism or drug abuse recovery or treatment facilities on single-family neighborhoods or the overconcentration of these facilities as there is for residential group home facilities.

This resolution respectfully points out that community concern could be addressed if state agencies communicated and collaborated more with local government. Thank you in advance for considering, supporting and adopting the resolution at the annual conference on October 2, 2015.

Sincerely,

Henry Sanchez Jr

Henry Sanchez, Jr.
Mayor, City of Lomita

cc: Kelli Lofing, California Contract Cities Association, kelli@contractcities.org

City of Pico Rivera
OFFICE OF THE CITY COUNCIL
6615 Passons Boulevard · Pico Rivera, California 90660 · (562) 801-4371
web: www.pico-rivera.org • e-mail: spena@pico-rivera.org

GREGORY SALCIDO
Mayor

July 15, 2015

Stephany Aguilar, President
League of California Cities
1400 K Street Suite 400
Sacramento, CA 95814
Fax: (916) 658-8240

Re: A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES CALLING FOR LEGISLATION TO PRESERVE THERAPEUTIC ENVIRONMENTS FOR GROUP HOMES AND AVOID IMPACTS OF OVERCONCENTRATION OF ALCOHOL AND DRUG ABUSE RECOVERY AND TREATMENT FACILITIES IN RESIDENTIAL NEIGHBORHOODS

Dear President Aguilar,

I, Gregory Salcido, Mayor of the City of Pico Rivera wish to support the League of California Cities resolution for legislation to preserve therapeutic environments for group homes and avoid impacts of overconcentration of alcohol and drug abuse recovery and treatment facilities in residential neighborhoods to be adopted on October 2, 2015 at the Annual League of California Cities Conference in San Jose, California.

In the interest of continuing local control, land use and planning and home rule, we believe the Governor and Legislature should respect the individuals' legal rights. The California Fair Employment and Housing Act includes legal protection against discrimination against persons with disabilities through zoning laws, denials of use permits, and other actions authorized under the Planning and Zoning Law; and the Americans with Disabilities Act requires public entities to make reasonable accommodations in policies, practices, or procedures to avoid discrimination on the basis of a disability. There is no provision in State law that allows for the consideration of the impact of alcoholism or drug abuse recovery or treatment facilities on single-family neighborhoods or the overconcentration of these facilities as there is for residential group home facilities.

This resolution respectfully points out that community concern could be addressed if state agencies communicated and collaborated more with local government. Thank you in advance for considering, supporting and adopting the resolution at the annual conference on October 2, 2015.

Sincerely,

Gregory Salcido
Mayor

GS:BC:sp

LETTERS OF CONCURRENCE

Resolution No. 3

Residential Rentals, Support for SB 593 (McGuire)

ATTACHMENT 1
PAGE 35 OF 53

CITY OF HEALDSBURG
ADMINISTRATION

401 Grove Street
Healdsburg, CA 95448-4723

Phone: (707) 431-3317
Fax: (707) 431-3321

Visit us at *www.ci.healdsburg.ca.us*

July 29, 2015

Stephany Aguilar, President
League of California Cities
1400 K Street
Sacramento, CA 95814

RE: RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING SB 593 (MCGUIRE) AND CONTINUED LOCAL FLEXIBILITY FOR CITIES AS THEY ADDRESS NEIGHBORHOOD AND FISCAL IMPACTS OF TEMPORARY RENTALS OF RESIDENTIAL UNITS FOR TOURIST OR TRANSIENT USES

Dear President Aguilar:

The City of Healdsburg supports the proposed resolution related to the Sharing Economy and concurs in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 2, 2015.

The resolution reaffirms and acknowledges local efforts to effectively regulate land use impacts and collect applicable taxes from transient residential rentals as part of the emerging "shared economy".

The short-term rental of residential houses, rooms, condominiums, and apartments present numerous challenges within neighborhoods and to adjacent property owners. They may create additional noise, traffic, parking, privacy and public safety issues, subvert local rent-control laws, decrease available housing stock and in some cases turn residential neighborhoods into de-facto hotel rows.

Where the temporary rental of residential units is allowed by local regulation, the associated transient occupancy tax (TOT) should also be collected. These units are in direct competition with hotels, motels and other accommodations where guests pay the local transient occupancy tax, so all such uses should be subject to the same tax. The revenues generated support local streets, roads, fire, police, lifeguards, trash pick-up, park maintenance and other local public services which directly affect local quality of life and the attraction of the community for a visitor.

The City of Healdsburg believes SB 593, as referenced in the proposed resolution, acknowledges existing local authority in this area and provides the necessary data for local jurisdictions to enforce their regulations regarding short-term residential rentals and a helpful regulatory framework that local governments may choose in lieu of exercising their existing authority.

For these reasons, the City of Healdsburg supports the League's Resolution.

Sincerely,

Shaun F. McCaffery, Mayor
City of Healdsburg

cc: Meg Desmond, League of California Cities, mdesmond@cacities.org
John Leonard, City of West Hollywood, jleonard@weho.org

ATTACHMENT 1
PAGE 36 OF 53

Mammoth Lakes Town Council
P.O. Box 1609, Mammoth Lakes, CA, 93546
(760) 934-8989
www.townofmammothlakes.ca.gov

Mammoth Lakes
CALIFORNIA

July 30, 2015

Stephany Aguilar, President
League of California Cities
1400 K Street
Sacramento, CA 95814

RE: LETTER IN SUPPORT OF A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING SB 593 (MCGUIRE)

Dear President Aguilar:

The Town of Mammoth Lakes supports the proposed resolution related to the Sharing Economy and concurs in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 2, 2015. The Town of Mammoth Lakes is a small, rural community in the Eastern Sierra Region of about 8,000 full-time residents. Mammoth Lakes is a tourist destination, servicing hundreds of thousands of visitors each year. We are geographically isolated from populated areas by several hundred miles and are supported by our one primary industry – tourism.

The League's proposed resolution reaffirms and acknowledges local efforts to effectively regulate land use impacts and collect applicable taxes from transient residential rentals as part of the emerging "shared economy".

The short-term rental of residential houses, rooms, condominiums, and apartments present numerous challenges within neighborhoods and to adjacent property owners. They may create additional noise, traffic, parking, privacy and public safety issues, subvert local rent-control laws, and decrease available housing stock. In Mammoth Lakes, with a limited police force that is not staffed 24-hours a day and a code enforcement staff of one, enforcement of these types of issues can be very challenging.

Where the temporary rental of residential units is allowed by local regulation, the associated transient occupancy tax (TOT) should also be collected. These units are in direct competition with hotels, motels and other accommodations where guests pay the local transient occupancy tax, so all transient rentals should be subject to the same tax. The revenues generated support local services, including but not limited to, public safety, snow removal, maintenance of public parks and facilities, road maintenance, and recreation programs, which directly affect local quality of life and the attraction of the community for a visitor.

This proposal will make it much easier for communities such as Mammoth Lakes that depend on revenue from TOT to enforce existing rules and regulations and collect TOT as specified in our Municipal Code. Mammoth Lakes relies heavily on TOT collection to operate the Town government; nearly 65% of the Town's operating budget is funded by the collection of TOT.

Collection of TOT is so important to the Town that we have three full-time employees dedicated its enforcement. This includes making sure that people remit their taxes on time, but more importantly it is tracking down violators who are renting their units without an approved permit, renting units in locations where the zoning does not permit it, and/or not remitting their taxes to the Town. Enforcement is made much more difficult by the use of online vacation rental business (OVRB) websites where unit numbers and addresses are typically not listed and often owners do not require the payment of TOT. The data proposed to be collected and provided to us by OVRBs will be of great value as we manage transient rentals in our community.

The Town of Mammoth Lakes believes SB 593, as referenced in the proposed resolution, acknowledges existing local authority in this area and provides the necessary data for local jurisdictions to enforce their regulations regarding short-term residential rentals and a helpful regulatory framework that local governments may choose in lieu of exercising their existing authority.

For all of these reasons, the Town of Mammoth Lakes supports the League California Cities' Resolution.

Sincerely,

John Wentworth
Councilmember
Town of Mammoth Lakes

cc: Meg Desmond, League of California Cities, mdesmond@cacities.org
John Leonard, City of West Hollywood, jleonard@weho.org

ATTACHMENT 1
PAGE 38 OF 53

MAYOR AND CITY COUNCIL

July 27, 2015

Stephany Aguilar, President
League of California Cities
1400 K Street
Sacramento, CA 95814

Dear President Aguilar:

RE: **A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING SB 593 (MCGUIRE)** AND CONTINUED LOCAL FLEXIBILITY FOR CITIES AS THEY ADDRESS NEIGHBORHOOD AND FISCAL IMPACTS OF TEMPORARY RENTALS OF RESIDENTIAL UNITS FOR TOURIST OR TRANSIENT USES

The City of Napa supports the proposed resolution related to the Sharing Economy and concurs in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 2, 2015.

The resolution reaffirms and acknowledges local efforts to effectively regulate land use impacts and collect applicable taxes from transient residential rentals as part of the emerging "shared economy".

The short-term rental of residential houses, rooms, condominiums, and apartments present numerous challenges within neighborhoods and to adjacent property owners. They may create additional noise, traffic, parking, privacy and public safety issues, subvert local rent-control laws, decrease available housing stock and in some cases turn residential neighborhoods into de-facto hotel rows.

The City of Napa's zoning ordinance defines a "Rental Housing Shortage" as a vacancy rate less than 5%. A vacancy rate of less than 2% is defined as "Severe". We are currently at severe levels. The City's vacancy rates have continued to decline from 4% in 2009 to less than 2% today. Our Housing Element recognizes the issue of rising housing costs in Napa and its impact on the goal of maintaining Napa's quality of life by balancing the availability of housing with other environmental considerations. Maintaining and protecting our housing stock is of utmost importance to the City of Napa.

Where the temporary rental of residential units is allowed by local regulation, the associated transient occupancy tax (TOT) should also be collected. These units are in direct competition with hotels, motels and other accommodations where guests pay the local transient occupancy tax, so all such uses should be subject to the same tax. The revenues generated support local streets, roads, fire, police, lifeguards, trash pick-up, park maintenance and other local public services which directly affect local quality of life and the attraction of the community for a visitor.

The City of Napa believes SB 593, as referenced in the proposed resolution, acknowledges existing local authority in this area and provides the necessary data for local jurisdictions to enforce their regulations regarding short-term residential rentals and a helpful regulatory framework that local governments may choose in lieu of exercising their existing authority.

For the reasons as stated above, the City of Napa supports the proposed Resolution.

Sincerely,

Jill Techel

Jill Techel
Mayor
CITY OF NAPA

JT/dr

cc: City of Napa City Councilmembers
Meg Desmond, League of California Cities, mdesmond@cacities.org
John Leonard, City of West Hollywood, jleonard@weho.org
City Manager Mike Parness
Community Development Director Rick Tooker

CITY OF PIEDMONT

CALIFORNIA

July 30, 2015

Stephany Aguilar, President
League of California Cities
1400 K Street
Sacramento, CA 95814

RE: **A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING SB 593 (MCGUIRE)** AND CONTINUED LOCAL FLEXIBILITY FOR CITIES AS THEY ADDRESS NEIGHBORHOOD AND FISCAL IMPACTS OF TEMPORARY RENTALS OF RESIDENTIAL UNITS FOR TOURIST OR TRANSIENT USES

Dear President Aguilar:

The City of Piedmont supports the proposed resolution related to the Sharing Economy and concurs in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 2, 2015.

The resolution reaffirms and acknowledges local efforts to effectively regulate land use impacts and collect applicable taxes from transient residential rentals as part of the emerging "shared economy".

The short-term rental of residential houses, rooms, condominiums, and apartments present numerous challenges within neighborhoods and to adjacent property owners. They may create additional noise, traffic, parking, privacy and public safety issues, subvert local rent-control laws, decrease available housing stock and in some cases turn residential neighborhoods into de-facto hotel rows.

Where the temporary rental of residential units is allowed by local regulation, the associated transient occupancy tax (TOT) should also be collected. These units are in direct competition with hotels, motels and other accommodations where guests pay the local transient occupancy tax, so all such uses should be subject to the same tax. The revenues generated support local streets, roads, fire, police, lifeguards, trash pick-up, park maintenance and other local public services which directly affect local quality of life and the attraction of the community for a visitor.

The City of Piedmont believes SB 593, as referenced in the proposed resolution, acknowledges existing local authority in this area and provides the necessary data for local jurisdictions to enforce their regulations regarding short-term residential rentals and a helpful regulatory framework that local governments may choose in lieu of exercising their existing authority.

For these reasons, the City of Piedmont supports the Resolution.

Sincerely,

Paul Benoit
City Administrator
City of Piedmont

cc: Meg Desmond, League of California Cities, mdesmond@cacities.org
John Leonard, City of West Hollywood, jleonard@weho.org

CITY OF
SANTA CRUZ

MAYOR AND CITY COUNCIL

809 Center Street, Room 10, Santa Cruz, CA 95060 • (831) 420-5020 • Fax: (831) 420-5011 • citycouncil@cityofsantacruz.com

July 27, 2015

Ms. Stephany Aguilar, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING SB 593 (McGUIRE) AND CONTINUED LOCAL FLEXIBILITY FOR CITIES AS THEY ADDRESS NEIGHBORHOOD AND FISCAL IMPACTS OF TEMPORARY RENTALS OF RESIDENTIAL UNITS FOR TOURIST OR TRANSIENT USES

Dear President Aguilar:

As Mayor of the City of Santa Cruz, I am writing in support of the proposed resolution related to the Thriving Communities and Sharing Economy Act and concur in the submission of the resolution for consideration by the League of California Cities (LOCC) General Assembly at its annual meeting on October 2, 2015.

The resolution reaffirms and acknowledges local efforts to effectively regulate land use impacts and collect applicable taxes from transient residential rentals as part of the emerging "shared economy."

The short-term rental of residential houses, rooms, condominiums, and apartments present numerous challenges within neighborhoods and to adjacent property owners. Such rental situations may create additional noise, traffic, parking, and privacy and public safety issues; subvert local rent control laws; decrease available housing stock; and, in some cases, turn residential neighborhoods into de facto hotel rows.

Where the temporary rental of residential units is allowed by local regulation, the associated Transient Occupancy Tax (TOT) should also be collected. These units are in direct competition with hotels, motels, and other accommodations where guests pay the local TOT, so all such uses should be subject to the same tax. The revenues generated support local streets, roads, fire, police, lifeguards, trash collection, park maintenance, and other local public services which directly affect local quality of life and make the community attractive to a visitor.

I believe SB 593, as referenced in the proposed resolution, acknowledges existing local authority in this area and provides the necessary data for local jurisdictions to enforce their regulations regarding short-term residential rentals and a helpful regulatory framework that local governments may choose in lieu of exercising their existing authority.

For these reasons, I support the proposed resolution and hope that the LOCC will consider adoption of this resolution at its October conference.

Sincerely,

Don Lane
Mayor

cc: Meg Desmond, League of California Cities, mdesmond@cacities.org
John Leonard, City of West Hollywood, jleonard@weho.org

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Mayor **Kevin McKeown**
Mayor Pro Tempore **Tony Vazquez**

Councilmembers
Gleam Davis
Sue Himmelrich
Pam O'Connor
Terry O'Day
Ted Winterer

City of
Santa Monica®

July 24, 2015

Stephany Aguilar, President
League of California Cities
1400 K Street
Sacramento, CA 95814

Dear President Aguilar:

RE: **A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING SB 593 (MCGUIRE)** AND CONTINUED LOCAL FLEXIBILITY FOR CITIES AS THEY ADDRESS NEIGHBORHOOD AND FISCAL IMPACTS OF TEMPORARY RENTALS OF RESIDENTIAL UNITS FOR TOURIST OR TRANSIENT USES

The City of Santa Monica supports the proposed resolution related to the Sharing Economy and concurs in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 2, 2015.

The resolution reaffirms and acknowledges local efforts to effectively regulate land use impacts and collect applicable taxes from transient residential rentals as part of the emerging "shared economy".

The short-term rental of residential houses, rooms, condominiums, and apartments present numerous challenges within neighborhoods and to adjacent property owners. They may create additional noise, traffic, parking, privacy and public safety issues, subvert local rent-control laws, decrease available housing stock and in some cases turn residential neighborhoods into de-facto hotel rows.

Where the temporary rental of residential units is allowed by local regulation, the associated transient occupancy tax (TOT) should also be collected. These units are in direct competition with hotels, motels and other accommodations where guests pay the local transient occupancy tax, so all such uses should be subject to the same tax. The revenues generated support local streets, roads, fire, police, lifeguards, trash pick-up, park maintenance and other local public services which directly affect local quality of life and the attraction of the community for a visitor.

The City of Santa Monica believes SB 593, as referenced in the proposed resolution, acknowledges existing local authority in this area and provides the necessary data for local jurisdictions to enforce their regulations regarding short-term residential rentals and a helpful regulatory framework that local governments may choose in lieu of exercising their existing authority.

In Santa Monica, a city of just over 90,000 residents, passage of SB 593 in concurrence with our local ordinance, will generate estimated annual revenues of approximately $138,500 in Transient Occupancy Tax and would return approximately 1,000 units to the housing market.

For these reasons, the City of Santa Monica supports the City's Resolution.

Sincerely,

Kevin McKeown

Kevin McKeown
Mayor

cc: Meg Desmond, League of California Cities, mdesmond@cacities.org
John Leonard, City of West Hollywood, jleonard@weho.org

1685 Main Street ◦ PO Box 2200 ◦ Santa Monica ◦ CA 90407-2200
tel: 310 458-8201 ◦ fax: 310 44-1621 ◦ e-mail: council@smgov.net

City of Sonoma
No. 1 The Plaza
Sonoma California 95476-6690
Phone (707) 938-3681 Fax (707) 938-8775
E-Mail: cityhall@sonomacity.org

July 27, 2015

Stephany Aguilar, President
League of California Cities
1400 K Street
Sacramento, CA 95814

Dear President Aguilar:

RE: **A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING SB 593 (MCGUIRE)** AND CONTINUED LOCAL FLEXIBILITY FOR CITIES AS THEY ADDRESS NEIGHBORHOOD AND FISCAL IMPACTS OF TEMPORARY RENTALS OF RESIDENTIAL UNITS FOR TOURIST OR TRANSIENT USES

The City of Sonoma supports the proposed resolution related to the Sharing Economy and concurs in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 2, 2015.

The resolution reaffirms and acknowledges local efforts to effectively regulate land use impacts and collect applicable taxes from transient residential rentals as part of the emerging "shared economy".

The short-term rental of residential houses, rooms, condominiums, and apartments present numerous challenges within neighborhoods and to adjacent property owners. They may create additional noise, traffic, parking, privacy and public safety issues, subvert local rent-control laws, decrease available housing stock and in some cases turn residential neighborhoods into de-facto hotel rows.

Where the temporary rental of residential units is allowed by local regulation, the associated transient occupancy tax (TOT) should also be collected. These units are in direct competition with hotels, motels and other accommodations where guests pay the local transient occupancy tax, so all such uses should be subject to the same tax. The revenues generated support local streets, roads, fire, police, lifeguards, trash pick-up, park maintenance and other local public services which directly affect local quality of life and the attraction of the community for a visitor.

The City of Sonoma believes SB 593, as referenced in the proposed resolution, acknowledges existing local authority in this area and provides the necessary data for local jurisdictions to enforce their regulations regarding short-term residential rentals and a helpful regulatory framework that local governments may choose in lieu of exercising their existing authority.

The City of Sonoma is a tourist destination and the proliferation of vacation rentals is a top priority for City staff. The workload in monitoring and attempting to ensure compliance with local regulations is over-burdening our small staff. In addition, the sale of available housing has become a market for out of town investors to purchase and create new vacation rentals. Without legislative intervention, vacation rentals become an epidemic in a desirable destination location and the local residents "pay the price".

For these reasons, the City of Sonoma supports the League's Resolution.

Sincerely,

Carol E. Giovanatto
City Manager
For and on behalf of the City of Sonoma

cc: Meg Desmond, League of California Cities, mdesmond@cacities.org
John Leonard, City of West Hollywood, jleonard@weho.org

ATTACHMENT 1
PAGE 47 OF 53

LETTERS OF CONCURRENCE

Resolution No. 4

Compensation for Prolonged Electrical Power Outages

City of Hermosa Beach

Civic Center, 1315 Valley Drive, Hermosa Beach, CA 90254-3885

July 30, 2015

Stephany Aguilar, President
League of California Cities
1400 K St., Ste. 400
Sacramento, CA 95814

Dear President Aguilar:

The City of Hermosa Beach supports the City of Rancho Palos Verdes' effort to submit a resolution for consideration by the General Assembly at the League's 2015 Annual Conference in San José.

The City of Rancho Palos Verdes' resolution seeks to address the failure of Southern California Edison (SCE) to reasonably compensate its customers for losses incurred due to prolonged service disruptions. Prolonged electrical outages jeopardize the public safety, health and general welfare of the communities within SCE's service area. Among the populations that are most at risk as a result of outages are:

- Customers with physical challenges who rely on a constant source of power for medical devices;
- Customers who are senior citizens and are particularly susceptible to injury if power outages persist for long periods of time into evening hours; and,
- Customers who suffer financial burdens as a result of losing food, medication and other perishable items during prolonged power outages.

At least one other California utility, Pacific Gas and Electric (PG&E), provides automatic, direct rebates to its customers in the event of prolonged power outages for a variety of causes, including severe weather and other planned and unplanned outages. Rebates are provided automatically to PG&E's customers without filing a claim, which we believe demonstrates that such a program is feasible for SCE as well.

As a member of the League, our city values the policy development opportunity provided by the Annual Conference Resolution process. We appreciate your time and consideration of this important issue. Please feel free to contact Andrew Brozyna at (310) 318-0238 or abrozyna@hermosabch.org if you have any questions.

Sincerely,

Tom Bakaly
City Manager

ATTACHMENT 1
PAGE 49 OF 53

CITY COUNCIL

HENRY SANCHEZ JR.
JIM GAZELEY
MICHAEL G. SAVIDAN
BEN TRAINA
MARK WARONEK

CITY OF LOMITA

July 28, 2015

Stephany Aguilar, President
League of California Cities
1400 K St., Ste. 400
Sacramento, CA 95814

Dear President Aguilar:

The City of Lomita supports the City of Rancho Palos Verdes' effort to submit a resolution for consideration by the General Assembly at the League's 2015 Annual Conference in San José.

The City of Rancho Palos Verdes' resolution seeks to address the failure of Southern California Edison (SCE) to reasonably compensate its customers for losses incurred due to prolonged service disruptions. Prolonged electrical outages jeopardize the public safety, health and general welfare of the communities within SCE's service area. Among the populations that are most at risk as a result of outages are:

- Customers with physical challenges who rely on a constant source of power for medical devices;
- Customers who are senior citizens and are particularly susceptible to injury if power outages persist for long periods of time into evening hours; and,
- Customers who suffer financial burdens as a result of losing food, medication and other perishable items during prolonged power outages.

At least one other California utility, Pacific Gas and Electric (PG&E), provides automatic, direct rebates to its customers in the event of prolonged power outages for a variety of causes, including severe weather and other planned and unplanned outages. Rebates are provided automatically to PG&E's customers without filing a claim, which we believe demonstrates that such a program is feasible for SCE as well.

As a member of the League, our city values the policy development opportunity provided by the Annual Conference Resolution process. We appreciate your time and consideration of this important issue. Please feel free to contact Laura Vander Neut, Management Analyst at (310) 325-7110, ext. 151 or l.vanderneut@lomitacity.com if you have any questions.

Sincerely,

Henry Sanchez Jr.

Henry Sanchez, Jr.
Mayor, City of Lomita

cc: Kit Fox, Senior Administrative Analyst, City of Rancho Palos Verdes, KitF@rpvca.gov

CITY OF PALOS VERDES ESTATES
INCORPORATED 1939
CALIFORNIA

CITY OF
Palos Verdes Estates

OFFICE OF
THE MAYOR

July 29, 2015

Stephany Aguilar, President
League of California Cities
1400 K St., Ste. 400
Sacramento, CA 95814

Dear President Aguilar:

The City of Palos Verdes Estates supports the City of Rancho Palos Verdes' effort to submit a resolution for consideration by the General Assembly at the League's 2015 Annual Conference in San José.

The City of Rancho Palos Verdes' proposed resolution seeks to address the failure of Southern California Edison (SCE) to reasonably compensate its customers for losses incurred due to prolonged service disruptions. Prolonged electrical outages jeopardize the public safety, health and general welfare of the communities within SCE's service area. Among the populations that are most at risk as a result of outages are:

- Customers with physical challenges who rely on a constant source of power for medical devices;
- Customers who are senior citizens and are particularly susceptible to injury if power outages persist for long periods of time into evening hours; and,
- Customers who suffer financial burdens as a result of losing food, medication and other perishable items during prolonged power outages.

At least one other California utility, Pacific Gas and Electric (PG&E), provides automatic, direct rebates to its customers in the event of prolonged power outages for a variety of causes, including severe weather and other planned and unplanned outages. Rebates are provided automatically to PG&E's customers without filing a claim, which we believe demonstrates that such a program is feasible for SCE as well.

As a member of the League, our City values the policy development opportunity provided by the Annual Conference Resolution process. We appreciate your time and consideration of this important issue. Please feel free to contact City Manager Anton Dahlerbruch at 310.378.0383 or adahlerbruch@pvestates.org if you have any questions.

Sincerely,

James F. Goodhart
Mayor

Enclosure: Rancho Palos Verdes Proposed League Resolution

c: Palos Verdes Estates City Council
Rancho Palos Verdes City Council
Doug Willmore, Rancho Palos Verdes City Manager
Jeff Kiernan, League of California Cities Regional Public Affairs Manager (via email)

ATTACHMENT 1
PAGE 51 OF 53

City of Rolling Hills INCORPORATED JANUARY 24, 1957

NO. 2 PORTUGUESE BEND ROAD
ROLLING HILLS, CALIF. 90274
(310) 377-1521
FAX: (310) 377-7288

July 30, 2015

Stephany Aguilar, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Aguilar,

The City of Rolling Hills supports the City of Rancho Palos Verdes' effort to submit a resolution for consideration by the General Assembly at the League's 2015 Annual Conference in San Jose.

The City of Rancho Palos Verdes' resolution seeks to address the failure of Southern California Edison (SCE) to reasonably compensate its customers for losses incurred due to prolonged service disruptions. Prolonged electrical outages jeopardize the public safety, health and general welfare of the communities within SCE's service area. Among the populations that are most at risk as a result of outages are:

- Customers with physical challenges who rely on a constant source of power for medical devices;
- Customers who are senior citizens and are particularly susceptible to injury if power outages persist for long periods of time into evening hours; and,
- Customers who suffer financial burdens as a result of losing food, medication and other perishable items during prolonged power outages.

At least one other California utility, Pacific Gas and Electric (PG&E), provides automatic, direct rebates to its customers in the event of prolonged power outages for a variety of causes, including severe weather and other planned and unplanned outages. Rebates are provided automatically to PG&E's customers without filing a claim, which we believe demonstrates that such a program is feasible for SCE as well.

As a member of the League, our city values the policy development opportunity provided by the Annual Conference Resolution process. We appreciate your time and consideration of this important issue. Please feel free to me at (310) 377-1521 or rcruz@cityofrh.net if you have any questions.

Sincerely,

Raymond R. Cruz

Raymond R. Cruz
City Manager

RC:hl *07-30-15RPV_League_ResolutionConcurrence_SCE*

ATTACHMENT 1
PAGE 52 OF 53

c: Mayor and City Council

CITY OF
ROLLING HILLS ESTATES
4045 PALOS VERDES DRIVE NORTH • ROLLING HILLS ESTATES, CA 90274
TELEPHONE 310.377.1577 FAX 310.377.4468
www.ci.Rolling-Hills-Estates.ca.us

July 29, 2015

Stephany Aguilar, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Aguilar:

As Mayor of the City of Rolling Hills Estates, I support the City of Rancho Palos Verdes' effort to submit a resolution for consideration by the General Assembly at the League's 2015 Annual Conference in San Jose.

The proposed resolution seeks to require reasonable compensation to Southern California Edison (SCE) customers for losses incurred due to prolonged service disruptions which jeopardize the safety, health and general welfare of the communities within SCE's service area. Among the populations that are most at risk as a result of these outages are:

- Customers with physical challenges who rely on a constant source of power for medical devices;
- Customers who are senior citizens and are particularly susceptible to injury if power outages persist for long periods of time into evening hours; and
- Customers who suffer financial burdens as a result of losing food, medication and other perishable items during prolonged power outages.

I urge the League to place this matter before the General Assembly for consideration. Please feel free to contact me if you have any questions.

Sincerely,

John C. Addleman
Mayor

JCA:hn

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 9/1/15

ACTION	TYPE OF ITEM
❐ Approved Recommendation	❐ Info/Consent
❐ Ord. No(s). ______	❐ Report
❐ Res. No(s). ______	❐ Public Hearing (Info/consent)
❐ Other ______	☒ Other Study Session

Prepared By: Douglas Spondello, Senior Planner Agenda Item No. Q-1

Reviewed By: City Manager City Attorney Finance Other *(Specify)*

DATE: September 1, 2015

TO: City Council

FROM: Ashley Golden, Development Services Director
Development Services Department

SUBJECT: **Pre-Application Review (PZ No. 15-600-01) of a request for: 1) Annexation to the City of Oxnard; 2) a General Plan Amendment changing the land use designation from School to Residential Medium; 3) Preliminary Zoning Designation of Garden Apartment Planned Development (R-3-PD); 4) a Special Use Permit to allow construction of 228 residential, multi-family units (20-100% affordable); 5) a Density Bonus Permit to allow for a maximum density of 24 units per acre; and 6) a Tentative Subdivision Map for condominiums on a 9.9-acre property located at 2714 East Vineyard Avenue (APN 145-0-232-010) and owned by the Rio School District. Filed By: Jordan Marshall on behalf of Aldersgate Investments, LLC.**

RECOMMENDATION

That City Council review and provide preliminary comments on a pre-application.

DISCUSSION

The pre-application process allows City Council members an opportunity to make individual comments concerning the proposal. The Council's preliminary comments may be helpful for the applicant to refine the proposal or to determine whether entitlements should be pursued for the proposal. Comments provided by the Council on this pre-application do not constitute a decision or endorsement of the proposal. In accordance with State Law, *no formal direction or decision-making will take place until such time as a formal application has been filed and has undergone appropriate environmental review and evaluation for consistency with adopted City plans and policies.*

Background:

The property is located within the El Rio Neighborhood of the County of Ventura (*El Rio/Del Norte Area Plan),* east of Vineyard Avenue and immediately north of the Vineyard and Ventura Shopping Center (Vallarta Market). The site is improved with a vacated elementary school, which the Rio School

District utilizes portions of for temporary operations and transportation. The Rio School District designated the property as surplus in 2013. The Applicant, Aldersgate Investments, LLC responded to a request for proposals and now has an option to purchase and develop the property. The following table summarizes the land uses and zoning designation of the site and adjacent properties.

LOCATION	JURISDICTION	GENERAL PLAN	ZONING and AREA PLAN	EXISTING LAND USE
Project Site	County of Ventura	Existing Community – Urban Reserve (County) School (City)	Rural Exclusive 20,000 sf min lot size (County) El Rio/Del Norte Area Plan: Urban Residential 1-2 units per acre (County)	Former elementary school
North	County of Ventura	Commercial Planned Development and Rural Exclusive (County) Commercial General and Residential Low (City)	Commercial Planned Development (County) El Rio/Del Norte Area Plan: Commercial (County)	Commercial and Residential
South	City of Oxnard	Commercial General	General Commercial Planned Development (C-2-PD)	Shopping Center
East	County of Ventura	Existing Community – Urban Reserve (County) Residential Low (City)	Residential High Density (20 units per acre) (County) Area Plan Designation: Urban Residential 20 units per acre (County)	Commercial Nursery
West	City of Oxnard/Cal-Trans	Right of Way	Right of Way	Vineyard Avenue

Description of the Proposal

The proposal includes the annexation to the City of Oxnard of 9.9-acres of property located at 2714 East Vineyard Avenue (currently owned by the Rio School District), a general plan amendment to include this property within City limits and change the land use designation from School to Residential Medium, a pre-zoning of the land to Garden Apartment Planned Development (R-3-PD), and other necessary entitlements (special use permit, tentative subdivision map, and density bonus) to develop 228 multi-family residential condominiums (19 twelve-plex buildings), proposed to be 20-100% affordable. The project is referred to as "Rio Urbana".

The Applicant, Aldersgate Investments, LLC, was the developer of Vista Urbana, a 156-unit affordable housing project in RiverPark and has indicated that the subject project, Rio Urbana, would be designed to mimic the layout and architecture of Vista Urbana.

Development Services staff has reviewed the conceptual proposal and identified the following standards applicable to the projects and well as items for consideration:

- Project shall be designed to comply with the development standards applicable to the R-3-PD zone and attached unit developments.

- Project should plan an internal pedestrian connection for residents to Shopping Center south of the project site.
- Avoid repetition in building siting and design. Provide unique treatments and features to individualize the buildings and centralize the common open space, amenities, and rental office.
- A Density Bonus Application to allow 24 units per acre, up from 18 units per acre under the R-3 zoning, would allow the developer to use State Density Bonus parking ratios and request development concessions based upon the level and percentage of affordable units.
- The Utilities Department is updating the Water Neutral Policy. This project will be subject to that policy.
- This project may be required to connect and receive service from an existing recycled water line at Vineyard Avenue and Forest Park Boulevard or Vineyard Avenue and RiverPark Boulevard.
- Annexation request should include Rio School Lane, which Staff recommends to be vacated and incorporated into site planning for the development or a private road to be maintained by the development. Additional information will be necessary to determine who is served by the road.
- Project will require dedication along Vineyard Avenue frontage to accommodate widening and relocation or undergrounding of the utility lines. Cal-Trans will have to review and approve any roadway modifications.
- Residential units will result in additional demand for parks space. Project will comply with Code Chapter 15, Division 2 Contribution of Park Sites (Quimby Fee).
- Developer will be required to comply with the city's Community Workshop policy and be required to present the project to adjacent residents and El Rio/Del Norte Municipal Advisory Council.
- The project is within the Historic Enhancement and Revitalization of Oxnard (HERO) Redevelopment Project Area.

FINANCIAL IMPACT

None.

DJS

Attachment #1 Vicinity and Aerial Maps
#2 Conceptual Plans
#3 Pre-Application Letter from Jordan Marshall, Aldersgate Investment, LLC

Vicinity Map

CITY OF OXNARD CALIFORNIA Oxnard Planning *July 7, 2015*	PZ 15-600-01 Location: 2714 E Vineyard Av APN: 1450232010 Rio Urbana	**Vicinity Map** Miles 0 0.5 1 1.5 2	N 1:70,000

ATTACHMENT # 1

PAGE 1 OF 2

Aerial Map

CITY OF OXNARD CALIFORNIA Oxnard Planning *July 7, 2015*	PZ 15-600-01 Location: 2714 E Vineyard Av APN: 1450232010 Rio Urbana Feet 0 100 200 400 600 800	**Aerial Map** ATTACHMENT # 1 PAGE 2 OF 2	2010 Aerial N W E S

ATTACHMENT # 2
PAGE 1 OF 5

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RIO SITE PLAN
1"=50.00'

SITE ANALYSIS:

SITE AREA	9.9 ACRES	
TOTAL BUILDING	19	
UNITS /BLDG	12	
TOTAL UNITS	228 (23.0 DUA)	
BUILD'G FOOTPRINT	129,314 SF	2.96 AC
PAVED AREA	161,338 SF	3.70 AC
LANDSCAPE AREA	140,592 SF	3.24 AC
PARKING:		
OPEN SPACE	67	
DRIVEWAY GUEST	30	
GARAGE	266	
TOTAL PARKING	363 (1.6 /UNIT)	
OPEN SPACE TOTAL	(2.54 AC) 110,682 SF	

RIO DISTRTCT PROPERTY

VINEYARD AVE OXNARD CA

Aldersgate Investements
ESPLANADA DR. Oxnard CA 93030

APRIL 28, 2015

SITE PLAN A1

COASTAL ARCHITECTS

ATTACHMENT # 2

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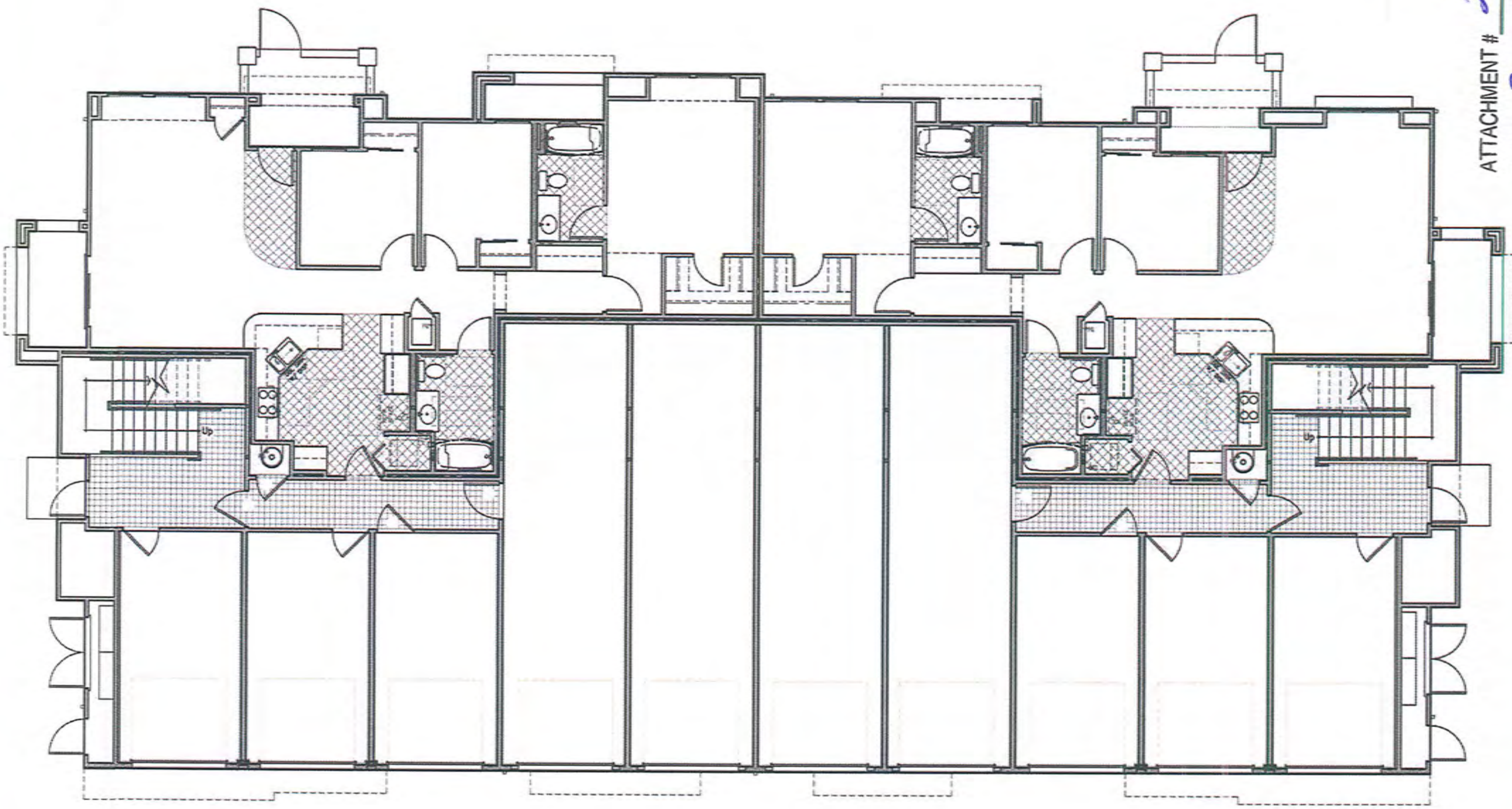
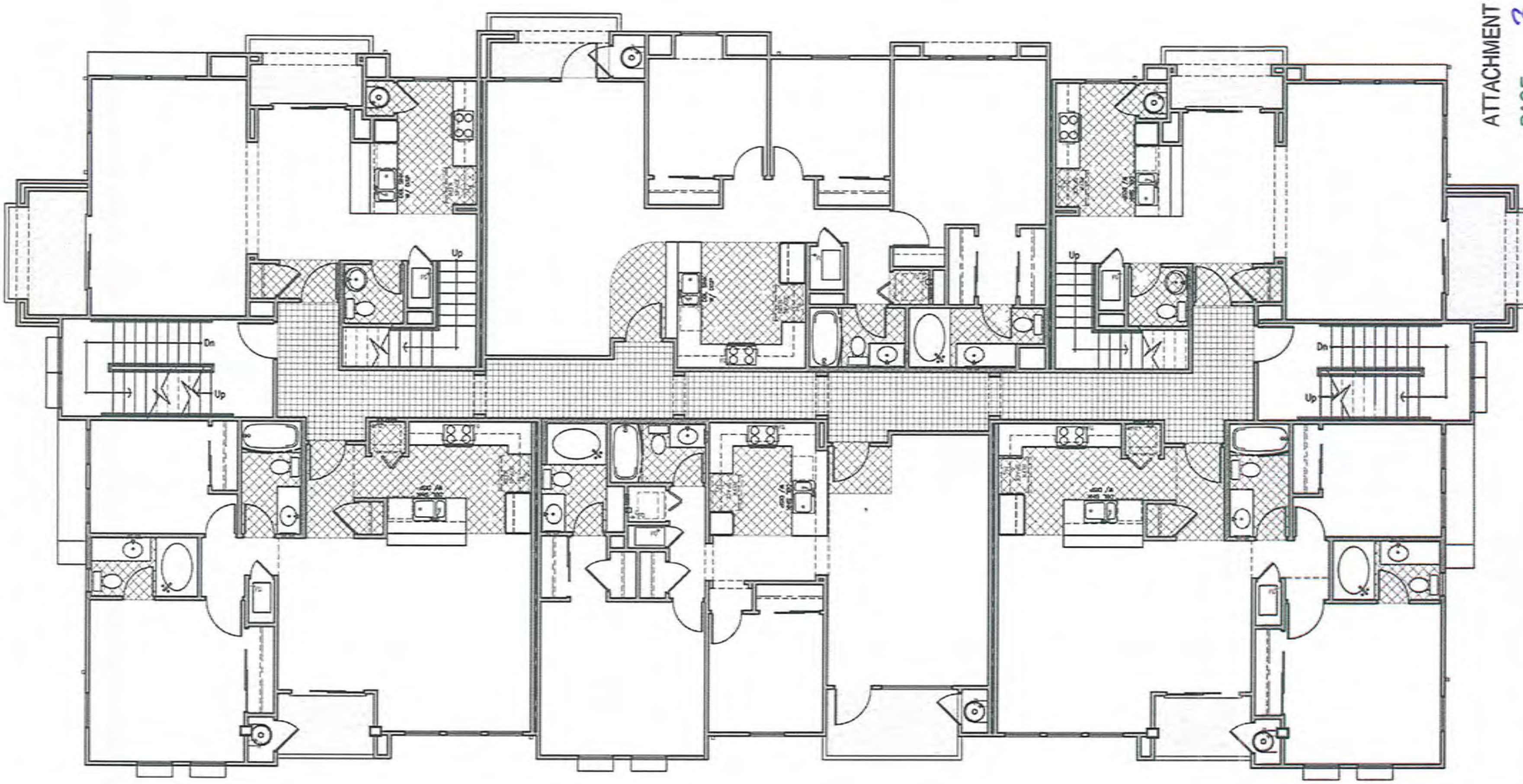


FIRST FLOOR

COASTAL ARCHITECTS

ATTACHMENT # 2
PAGE 3 OF 5



SECOND FLOOR

COASTAL ARCHITECTS

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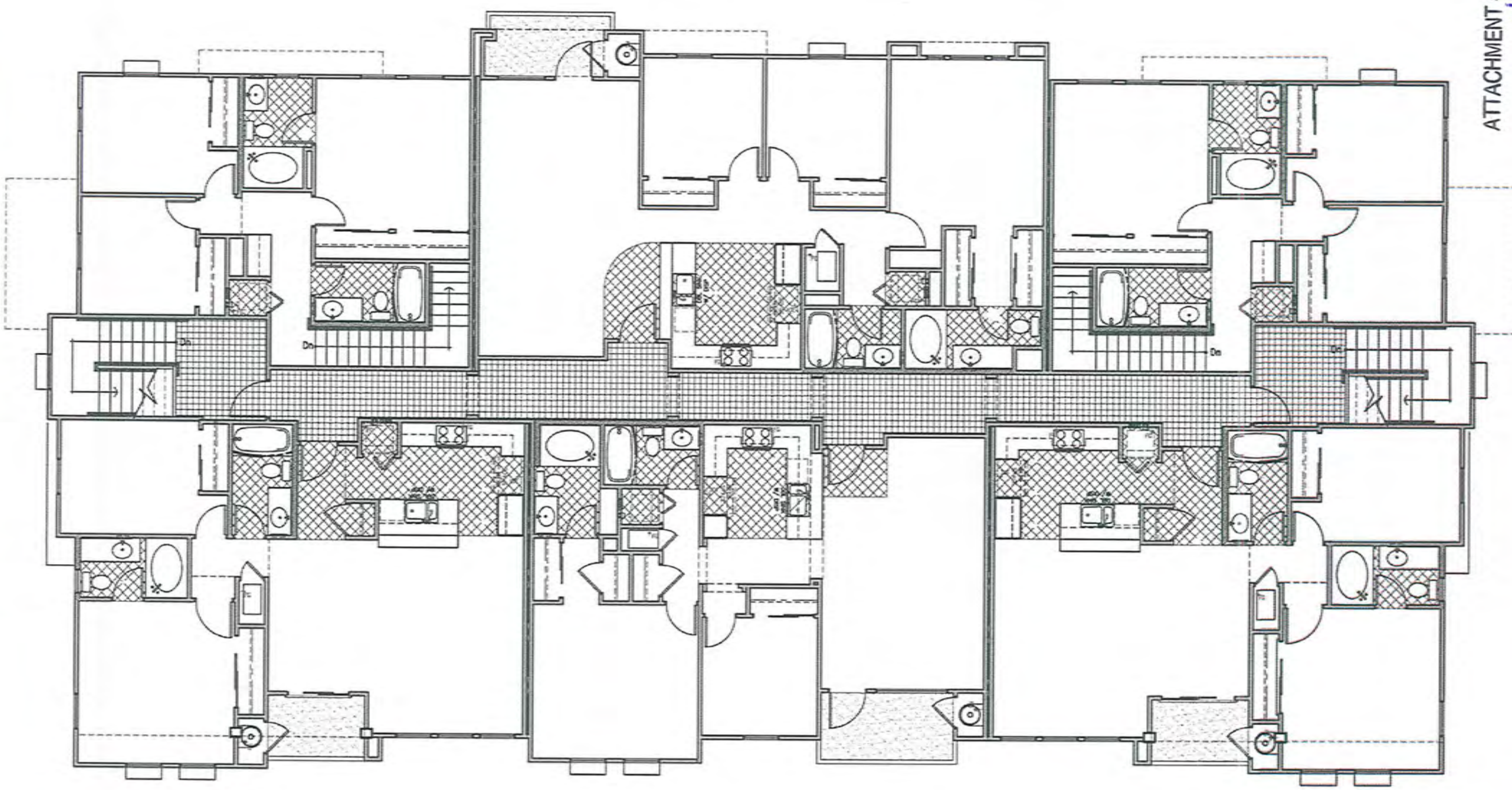

THRID FLOOR

COASTAL ARCHITECTS

LEFT SIDE

COURTYARD ELEVATION

Oxnard, California

ATTACHMENT # 2

PAGE 5 OF 5

BASSENIAN LAGONI

Aldersgate Investment LLC

300 E. Esplanade Drive, Ste 1550
Oxnard, CA 93036
Phone: 805-988-4114 * Fax: 805-988-4116
E-mail: jordan@aldersgatehome.com

May 29, 2015

RE: Pre-Application Request

To whom it may concern:

Aldersgate Investment is requesting a pre-application review of a 228 multi-family condo project located at 2714 Vineyard Ave. Oxnard, CA. 93036. The proposed project may have a significant impact on the City's roads, sewer, and water system and by definition the developer is required to submit a pre-application with the City.

If you should have any questions, please don't hesitate to call me.

Thank you,

Jordan Marshall
Aldersgate Investment LLC.
Project Manager

ATTACHMENT # 3
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