

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 City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Agenda reports are also on the City of Oxnard web site at www.oxnard.org.



AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
Council Chambers, 305 West Third Street
May 7, 2019
Closed Session - 4:30 PM
Appointment Item - 6:00 PM
Regular Meeting - 6:00 PM

A. ROLL CALL/POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION (4:30 PM)

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code section 54956.9 (d)(1))
(City Council)
Name of case: Green Energy Holdings, LLC; Auto Fuels, Inc. v. City of Oxnard, et al.
Ventura County Superior Court, Case No. 56-2015-00470344-CU-EI-VTA
2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code section 54956.9 (d)(1))
(City Council)
Name of case: William Scarpino; et al. v. City of Oxnard
Ventura County Superior Court, Case No. 56-2015-00475721-CU-OR-VTA
3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code section 54956.9(d)(2))
(City Council)Based on existing facts and circumstances, there is significant exposure to litigation against the City in one potential case.

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

Agenda Item time estimates: (Staff Presentation / Council Discussion / Public Comment)

4. CONFERENCE WITH REAL PROPERTY NEGOTIATORS – (Government Code section 54956.8)

(City Council)

Property: APN 132-003-301 (adjacent to RiverPark Boulevard near Vineyard Avenue); City-owned property and right-of-way on the north side of U.S. Highway 101 between Rose Avenue and Rice Avenue; City-owned property and right-of-way on the south side of U.S. Highway 101 between Rose Avenue and Rice Avenue; City-owned property and right-of-way on the north side of U.S. Highway 101 between Vineyard Avenue and Rose Avenue; and City-owned property and right-of-way on the south side of U.S. Highway 101 between Vineyard Avenue and Rose Avenue.

Agency negotiator: Alexander Nguyen, Ashley Golden

Negotiating parties: Clear Channel Outdoor, Inc.; Outfront Foster Interstate, LLC

Under negotiation: Price and terms of payment

5. CONFERENCE WITH REAL PROPERTY NEGOTIATORS – (Government Code section 54956.8)

(City Council)

Property: 220 South K Street; 309 to 315 South K Street; 1101 West Second Street

Agency negotiator: Ashley Golden, Kenneth Rozell

Negotiating parties: Oxnard Union High School District

Under negotiation: Price and terms of payment

D. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

E. APPOINTMENT ITEM (6:00 PM)

1. Cultural & Community Services Department

SUBJECT: Senior Services Commission Annual Report. (10/10/5)

RECOMMENDATION: That the City Council receives the Senior Services Commission annual report.

Legislative Body: City Council

Contact: Terrel Harrison, (805) 385-7994

F. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating the Month of May 2019 as "Older Americans Month."

2. SUBJECT: Presentation of a Commendation to Gordon and Louise Dilger for Winning the Countywide and Statewide Award for Their Service.

3. SUBJECT: Presentation of a Proclamation Designating the Month of May 2019 as "Building Safety Month."

G. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

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

H. 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.

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

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

J. 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.

K. 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.

L. INFORMATION/CONSENT AGENDA

1. City Manager Department

SUBJECT: Citizen Advisory Group Ordinance Adoption.

RECOMMENDATION: That the City Council adopt Ordinance No. 2957 amending Article II Chapter 2 of the Oxnard City Code relating to Citizen Advisory Groups.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

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2. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the April 16, 2019 Regular Meeting as presented.

Legislative Body: City Council

Contact: Michelle Ascencion, (805) 385-7805

3. Cultural & Community Services Department

SUBJECT: Appointment of two representatives to the Ventura County Area Agency on Aging Advisory Council.

RECOMMENDATION: That the City Council approve the recommendation from the Senior Services Commission and appoint two Senior Services Commissioners to the Ventura County Area Agency on Aging Advisory Council.

Legislative Body: City Council

Contact: Terrel Harrison, (805) 385-7994

4. Housing Department

SUBJECT: Homeless Emergency Aid Program funding for a permanent shelter and operational support.

RECOMMENDATION: That the City Council authorize the City Manager to accept \$1,500,000 in Homeless Emergency Aid Program funding from the State of California for a permanent shelter and operational support. (Housing and Economic Development Committee approved 3-0)

Legislative Body: City Council

Contact: Rhonda Hodge, (805) 385-7889

5. Human Resources Department

SUBJECT: Change to Administrator of Defined Benefit Plan from Phase II Systems, Inc. to Mass Mutual.

RECOMMENDATION: That the City Council:

1. Adopt a resolution authorizing the adoption of a trust agreement and the transfer of PARS supplemental retirement plan assets to a successor trustee; and
 2. Authorize the City Manager to execute Agreement No. A-8123 (Administrative Services Agreement for Defined Benefit Plans on Mutual Fund Platform) with MassMutual.
- (Finance & Governance Committee approved 3-0)

Legislative Body: City Council

Contact: Steve Naveau, (805) 385-7947

6. Police Department

SUBJECT: Donation of Used Diving Equipment to the Ventura County Sheriff's Volunteer Search and Rescue Inc., a 501(c)(3) non-profit organization (77-0295203).

RECOMMENDATION: That the City Council adopt a resolution 1) authorizing the donation of diving equipment previously used by the former Oxnard Public Safety Dive Team to the all volunteer Ventura County Sheriff's Office Search and Rescue Dive Team and 2) approving the related donation agreement. (Public Safety Committee approved 2-0)

Legislative Body: City Council

Contact: Scott Whitney, (805) 385-7624

7. Public Works Department

SUBJECT: Approval of Third Amendment to Agreement for Trade Services with Weck Laboratories, Inc. for processing water testing samples for the Channel Islands Water Quality Issue.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the Third Amendment to Agreement No. A-7583 with Weck Laboratories, Inc. to:

1. Add the Special Districts Division to the Agreement's Scope of Services; and
2. Increase the value of the Agreement from \$900,000 to \$960,000 for ongoing services relating to the Channel Islands Harbor water quality issue.

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

8. Public Works Department

SUBJECT: Award Agreement A-8128 for Rose Avenue and Gary Drive Traffic Signal Project.

RECOMMENDATION: That City Council:

1. Award and authorize the Mayor to execute Agreement A-8128 in the amount of \$678,072.40 with California Professional Engineering, Inc. for the Rose Avenue and Gary Drive Traffic Signal Project PW 18-74 State Project No. ATPL-5129 (094);
2. Approve \$67,807.00 for Project contingency for the Rose Avenue and Gary Drive Traffic Signal Project PW 18-74;
3. Approve \$67,807.00 for construction engineering, inspection, labor compliance and project management for the Rose Avenue and Gary Drive Traffic Signal Project PW 18-74; and
4. Approve an appropriation of \$495,000 from the State/Local Grant Fund (219) and \$318,686 from the Air Pollution Buydown Fee Fund (118) for the Rose Avenue and Gary Drive Signal Project 183105.

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

9. Public Works Department

SUBJECT: Award Agreement A-8131 On-Call Mechanical Facility Repair, Maintenance, Replacement and Construction Services Project to Toro Enterprises, Inc.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Agreement A-8131 to the lowest responsible bidder, Toro Enterprises, Inc., for a three year term for an amount up to \$4,500,000 for on-call mechanical facility repair, maintenance, replacement and construction services.

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

M. PUBLIC HEARINGS1. Community Development Department

SUBJECT: Planning & Zoning (PZ) Permit Nos. 18-500-10 (Special Use Permit for a Planned Development Permit); and PZ No. 18-300-09 (Tentative Tract Map) for the Property Located on the 700 Block of Doris Avenue. (10/5/10)

RECOMMENDATION: That the City Council:

1. Adopt a resolution upholding the Planning Commission's approval of PZ No. 18-500-10 (Special Use Permit for a Planned Development Permit), subject to certain findings and conditions set forth in Planning Commission Resolution No. 2019-09; and
2. Adopt a resolution approving PZ No. 18-300-09 (Tentative Tract Map for Tract No. 6010), subject to certain findings and conditions set forth in Planning Commission Resolution No. 2019-10.

Legislative Body: City Council

Contact: Jeffrey Lambert, (805) 385-7882

2. Community Development Department

SUBJECT: Planning & Zoning Permit No. 18-500-11 (Special Use Permit) to construct a 7,059 square-foot building to serve as a dog boarding facility at the Property Located at 481 & 491 Ventura Boulevard. (10/5/5)

RECOMMENDATION: That the City Council adopt a resolution approving Planning & Zoning Permit No. 18-500-11 (Special Use Permit), subject to certain findings and conditions.

Legislative Body: City Council

Contact: Jeffrey Lambert, (805) 385-7882

3. Community Development Department

SUBJECT: Planning & Zoning (PZ) Permit No. 19-580-01 (Zone Text Amendment - ZTA) - Amendments to Chapter 16, Article II and Article V, Division 13, of the Oxnard City Code (OCC) Pertaining to Accessory Dwelling Units. (15/10/10)

RECOMMENDATION: That the City Council approve the first reading by title only and waive further reading of an ordinance amending Chapter 16, Article II and Article V, Division 13, of the Oxnard City Code (OCC) pertaining to definitions and regulations governing Accessory Dwelling Units (ADU).

Legislative Body: City Council

Contact: Jeffrey Lambert, (805) 385-7882

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N. REPORTS

1. Finance Department

SUBJECT: General Fund Budget Projections. (15/10/5)

RECOMMENDATION: That the City Council receive an update on the latest budget projections for the General Fund. (Finance & Governance Committee approved 3-0)

Legislative Body: City Council

Contact: Kevin Riper, (805) 385-7475

2. City Treasurer Department

SUBJECT: The City of Oxnard Quarterly Investment Report for the period ending March 31, 2019. (5/5/5)

RECOMMENDATION: That the City Council review and accept the Report.

Legislative Body: City Council

Contact: Phillip Molina, (805) 385-7808

3. Public Works Department

SUBJECT: Approve Agreement A-8119 with Gannett Fleming, Inc. for the City's Water Business Plan. (5/5/5)

RECOMMENDATION: That the City Council award and authorize the Mayor to execute a Professional Services Agreement (PSA) A-8119 with Gannett Fleming, Inc. for consultation on the development of the City's future Water Business Plan at a cost not to exceed \$519,143.

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

4. Public Works Department

SUBJECT: Agreement No. 8562-19-PW with Raftelis Financial Consulting, Inc. for Water Rate Study Consulting Services. (5/5/5)

RECOMMENDATION: That the City Council approve and authorize the City Manager to execute Agreement Number 8562-19-PW with Raftelis Financial Consulting, Inc. for a sixteen (16) month agreement for Professional Services for Water Rate Study at a cost not to exceed \$160,442.

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

5. Human Resources Department

SUBJECT: Adoption of Successor Memorandum of Understanding Between the City of Oxnard and the International Association of Firefighters (5/5/5)

RECOMMENDATION: That the City Council adopt by Resolution the attached successor memorandum of understanding with the International Association of Firefighters (IAFF).

Legislative Body: City Council

Contact: Steve Naveau, (805) 385-7947

O. ADJOURNMENT



CITY COUNCIL AGENDA REPORT
APPOINTMENT ITEM (6:00 PM)
AGENDA ITEM NO. E.1.

DATE: May 7, 2019

TO: City Council

FROM: Terrel Harrison, Interim Cultural & Community Services Director, (805) 385-7994,
terrel.harrison@oxnard.org

SUBJECT: Senior Services Commission Annual Report. (10/10/5)

RECOMMENDATION

That the City Council receives the Senior Services Commission annual report.

BACKGROUND

The Senior Services Commission's annual report to Council will include highlights of various programs and services that strengthen the emotional, cognitive, physical, and social health of the Oxnard's senior residents.

The Senior Services Commission will also present their 2019 goals such as the building of a new senior center, developing support for new and ongoing senior programs and creating awareness of the senior population and their needs to the public, government officials and community groups.

STRATEGIC PRIORITIES

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

Goal 3. Strengthen neighborhood development, and connect City, community and culture.

Objective 3b. Empower and connect our Inter-Neighborhood Council Organizations (INCOs), Community Advisory Groups (CAGs) and Neighborhood Watch Program.

FINANCIAL IMPACT

There is no fiscal impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Renee Rakestraw, Recreation Supervisor

ATTACHMENTS

1. Senior Services Presentation 2019

OXNARD SENIOR SERVICES COMMISSION

Annual Report to City Council

2018 Highlights

May, 2019

- The Senior Services Commission is appointed by the Mayor and City Council
- The Senior Services Commission is a commission that serves as an advocate for seniors in our community.
 - According to Census data, in 2010 over 33,338 (16.8%) residents in Oxnard were 55 years of age and older.
 - Based on the population of residents in Oxnard between the ages of 40-55 in 2010 that number could grow to over 60,000 by 2020.
 - California's 85+ population is estimated to increase by over 70 percent by 2030.
- The Senior Services Commission meets every 2nd Tuesday of the month at 9:00 am
 - Schedule can be found at seniors.oxnardrec.org

SENIOR SERVICES COMMISSIONERS



Alice Sweetland
Chairperson



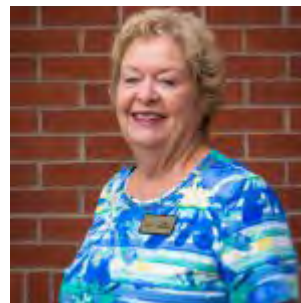
Jeffery Nevitt
Vice Chairperson



Kathie Lanker
Commissioner



Alice Madrid
Commissioner



Kay Brainard
Commissioner



Clark Owens
Commissioner



Lourdes Villareal
Yu
Commissioner

2018 AREAS OF FOCUS

Mental & Physical Health

- Senior Share Distribution
- Low Vision Wellness Group
- Rose garden Walking
- St. John's Diabetes Class
- Clinical Health Checkup
- CATCH (COPD Screening)
- Massage Therapy
- Pedicures
- Bone Builders
- Tai Chi
- Fall Prevention
- Fitness/Chair Yoga
- Zumba
- Connect Hearing
- Grief Counseling
- Intergenerational Programming

Recreation & Leisure

- Bingo/Loteria
- Ping Pong
- Wii Bowling
- Pool
- Pinochle
- Intro to Drum Therapy
- Art Class
- Derby Club
- Ukulele Class
- Jewelry Making
- Ballroom
- Dancing
- Senior Dance
- Line Dancing
- Senior Picnic
- Movies
- Gardening
- Birthday Celebrations
- Holiday Party
- Excursions
- 100th Birthday Celebration

Nutrition, Transportation & Housing

- Grey Law Legal Services
- AARP Tax Assistance
- AARP Driver Safety
- Adult Protective Services
- Connect Hearing
- Fraud Prevention
- Burn Prevention
- OFD Safety Training
- Oxnard Housing
- Healthy Eating
- Smoking Prevention
- Art Therapy
- Ted Talks
- Medicare
- Vocational Rehabilitation
- California Telephone Access
- LIFE Workshop – Grey Law
- Connections Computer Class
- Gold Coast Transit Workshop
- Mobility Management
- Partners

SENIOR NUTRITION PROGRAM

- Serving congregate meals Monday through Friday to seniors at Wilson and Palm Vista Senior Centers
- Home-delivered meals delivered bi-weekly
- Meals designed by qualified nutritionist
- Cost per meal
 - Suggested donation: \$3 (60 years of age and older)
 - \$6.75 for those younger than 60
- Total Meals Served - January-December 2018
 - Congregate Meals: 25,855
 - Home Delivered Meals: 16,799

Funded by:



&



RSVP – RETIRED & SENIOR VOLUNTEER PROGRAM



- 496 Volunteers
- 62 New Volunteers
- 62,530 Hours Served
- Approximate value: \$1,872,773

BIRTHDAY MILESTONE

100th



Birthday

Salvador Guemo

It is a great pleasure to send you best wishes and
warmest congratulations on the occasion of your
100th Birthday.
March 13, 2018



Maria Areola

It is a great pleasure to send you best wishes and
warmest congratulations on the occasion of your
100th Birthday.
October 2018



July 2018

SENIOR SERVICES PARTNERSHIPS

AARP
Action
Alzheimer's
Association
American Cancer
Society
Anthem Blue Cross
Assisted Home Health
Blue Shield California
Braille Institute

Cal Fresh
California Department of
Rehabilitation
California Phone Access
Camarillo Healthcare District
Camarillo Hospice
Caregivers
Catholic Charities
Center For Vein Wellness
Clinicas Del Camino Real
Cogniciti Brain Health
Compassion and Choices

Dignity Health
Dignity Memorial
Disabled American Vets
DMV-Ombudsmen
Equita Final Expense Services
Food Share of Ventura County
Gold Coast Health Plan
Gold Coast Transit
Graceful Care Hospice
Grey Law
Healthwise
HICAP
Hope Unlimited Homecare
Humana Market Point
Jar Insurance
Las Posas Home Health Services
Livingstone Memorial
Long Term Care Ombudsman

Mixteco Group
Mobility Management Partners
Osher Lifelong Learning
Oxnard Family Circle
Oxnard Fire Department
Project Ayuda
Reardon Funeral Home
Regal Medical
Regency Palms of Oxnard
Roze Room Hospice
Shop 4 Health
Shop-A-Hoy
Shoreline Care Center
Tri County GLAD
Ventura County Area Agency on
Aging
Ventura County Credit Union
Ventura County Public Health
Ventura Music Festival
Vons Immunizations
Walgreens Immunizations

MAJOR ACCOMPLISHMENTS

- Developed Senior Services marketing plan through collaborative process that included Pepperdine Leadership Team and Senior Services staff and Commission
- Completed Aircraft Hazard and Land Use Risk Assessment in collaboration with Senior Services staff, Oxnard Recreation Center for Adults and Seniors (ORCAS) and Stantec project manager
- Supported new programs such as World Tai Chi Day event and the Holiday Boutique
- Completed study on acute Senior needs-housing, food, and transportation, brochures being developed
- Enhanced social media footprint via Facebook, Nextdoor, and Instagram
- Worked with Senior Services staff to design and implement incentive program to generate new participants
- Hosted Senior Services Commission grantee award reception to promote collaboration amongst agencies that provide services to Oxnard senior residents
- Hosted a summer dance in collaboration with Senior Services staff
- Assisted in distribution of 310 farmers' market coupon books
- Participated in the Parks and Recreation Master plan process



Long Term Goals:

1. Move forward with plans to build a new state of the art senior center
2. Support new and ongoing senior programs including reopening of Colonia Senior Center
3. Create an awareness of the senior population, their needs and available resources to the public, government and community

Ongoing Goals:

1. Create annual report on community services and senior needs
2. Continue to collaborate with local agencies to provide services to senior residents of Oxnard



New Senior Center Milestones

1. ORCAS 501C approval from IRS
2. The City approved the Architectural Consultation Contract
3. Outreach program to the target population to receive community input for the needs and design of the new senior center

SENIOR SERVICES



OFFICE: 350 N. C ST.
PHONE: (805) 385-8019

DAYS & HOURS OF OPERATION:
MONDAY-FRIDAY 8:00AM – 5:00PM

E-MAIL: SENIORS@OXNARD.ORG



 **Nextdoor**

@oxnardseniors
@oxnardrsvp



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.1.**

DATE: May 7, 2019
TO: City Council
FROM: Alexander Nguyen, City Manager, (805) 385-7430, alexander.nguyen@oxnard.org
SUBJECT: Citizen Advisory Group Ordinance Adoption.

RECOMMENDATION

That the City Council adopt Ordinance No. 2957 amending Article II Chapter 2 of the Oxnard City Code relating to Citizen Advisory Groups.

BACKGROUND

Ordinance No. 2957 amends Article II to Chapter 2 of the City Code relating to citizen advisory groups. At its regular meeting of March 5, 2019, the City Council approved the first reading by title only and waived further reading of Ordinance No. 2957 by a 5-1-1 vote, with Councilmember Madrigal voting "No," and Mayor Pro Tem Ramirez abstaining.

Councilmember MacDonald moved to approve the recommended action, with a modification to Sec. 2-33 of the ordinance, "Resignation by Absence." Sec. 2-33 now reads as follows:

"If any member of a citizen advisory group has three or more consecutive unexcused absences, or is absent, excused or unexcused, for more than half of the meetings in a calendar year, the member shall be deemed to have resigned from the citizen advisory group."

If adopted, Ordinance No. 2957 would take effect May 17, 2019.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to strengthen and stabilize the organizational foundation of the City in the areas of Finance, Information Technology, and Human Resources, and to improve workforce quality while increasing transparency to the public.

FINANCIAL IMPACT

There is no significant financial impact associated with this report. Staff will purchase digital audio recorders for the Boards and Commissions.

COMMITTEE OUTCOME

At the February 12, 2019 Finance and Governance Committee meeting, committee members approved these recommendations and provided the following additional direction:

- 1) Strike the requirement that a CAG volunteer be a registered voter of the City, and replace it with residency requirement.
- 2) Revisit the nepotism limitation.
- 3) Conduct an assessment of the purpose and effectiveness of the City's CAGs – this is to begin after the next City budget is finalized.

Prepared by: Alexander Nguyen, City Manager

ATTACHMENTS

1. CAG Ordinance No. 2957 Adoption

CITY COUNCIL OF THE CITY OF OXNARD
ORDINANCE NO. 2957

AN ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, AMENDING
ARTICLE II OF CHAPTER 2 OF THE OXNARD CITY CODE RELATING TO
CITIZEN ADVISORY GROUPS

WHEREAS, a Citizen Advisory Group (“CAG”) is any Board, Commission or Committee that advises the City Council on various important city matters, performs certain delegated functions, and to which the City Council appoints interested volunteers; and

WHEREAS, the Senior Services Commission, Commission on Community Relations, Library Board, Parks, Recreation and Community Services Commission, Homeless Commission, Planning Commission, and Cultural Arts Commission Committee are CAGs appointed by City Council; and

WHEREAS, the City Council desires to make various changes to the manner by which CAG members of these commissions are appointed, how CAG business is conducted, and CAG appointment procedures.

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

PART 1. Article II of Chapter 2 of the Oxnard City Code is hereby amended to read as follows:

“DIVISION 2. CITIZEN ADVISORY GROUPS; GENERAL

SEC. 2-30. APPLICATION.

The following provisions shall apply to the following citizen advisory groups: senior services commission, commission on community relations, library board, parks and recreation commission, homeless commission, planning commission, and cultural arts commission.

SEC. 2-31. MEETING LOCATIONS.

All citizen advisory group meetings shall be open to the public and held in a publicly owned building. The time, day and location of all regular meetings of a citizen advisory group shall be filed with the city clerk.

SEC. 2-32. NOTICE OF MEETINGS; MINUTES.

The secretary shall be responsible for properly noticing all regular and special meetings of the citizen advisory group and maintaining minutes of the meetings.

SEC. 2-33. RESIGNATION BY ABSENCES.

If any member of a citizen advisory group has three or more consecutive unexcused absences, or is absent, excused or unexcused, for more than half of the meetings in a calendar year, the

member shall be deemed to have resigned from the citizen advisory group. The secretary shall notify the city clerk in writing of any such consecutive absences. The member shall be deemed to have resigned from the citizen advisory group on the date that the city clerk receives notice from the secretary.

SEC. 2-34. REMOVAL OF A MEMBER.

A citizen advisory group member may be removed at the pleasure of the city council.

SEC. 2-35. COORDINATION BETWEEN CITY COUNCIL AND CITIZEN ADVISORY GROUPS.

(A) The secretary shall promptly inform the city council, through the city manager, of policy decisions or recommendations adopted by a citizen advisory group.

(B) A copy of the minutes of all citizen advisory group meetings shall be promptly posted to the city's website.

SEC. 2-36. APPOINTMENT; TERMS; VACANCY

(A) The mayor, with the approval of the city council, shall appoint the members of each commission. Each council member shall strive to nominate a commissioner from the council members' district to serve on each commission. The mayor shall nominate one commissioner at-large for each commission.

(B) Except for the planning commission, the first three members of each commission nominated by city council members representing Districts 3, 4 and 6 appointed after this division becomes effective shall serve until December 31, 2020, or until a successor is appointed, unless the member is earlier removed by the city council, dies, resigns or is deemed to have resigned pursuant to this code. The next four members of each commission nominated by city council members representing Districts 1, 2, 5 and the mayor's at-large nominees appointed after this division becomes effective shall serve until December 31, 2022, or until a successor is appointed, unless the member is earlier removed by the city council, dies, resigns or is deemed to have resigned pursuant to this code. All members of each commission appointed thereafter shall serve until December 31 of the final year of the appointing council members' term or until a successor is appointed, unless the member is earlier removed by the city council, dies, resigns or is deemed to have resigned pursuant to this code. The Mayor's appointees shall serve until the end of the term of the councilmembers for Districts 3, 4 and 6, or until a successor is appointed, unless the member is earlier removed by the city council, dies, resigns or is deemed to have resigned pursuant to this code.

(C) A commissioner may be reappointed by the city council. However, no member of the commission may be appointed to serve more than two consecutive terms. This provision applies prospectively to all commissions. If a member serves less than half of a term, that member shall be eligible to serve two full consecutive terms thereafter.

(D) In the event of a vacancy, the council member or mayor who made the original appointment shall nominate a replacement to complete the term of the member creating the vacancy.

SEC. 2-37. BACKGROUND CHECKS

Each commissioner shall undergo the city's formal background check procedures prior to appointment to serve on a commission.

SEC. 2-38. ELIGIBILITY

The following persons shall not serve as a commissioner:

(A) The spouse, domestic partner, parent, stepparent, brother, sister, child, stepchild, grandchild, step grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law of a City employee or elected City official, or any person with whom a city employee or elected city official has a relationship in loco parentis (i.e. acting in the role of a parent);
or

(B) A current city employee or elected city official.

(C) Sec. 2-38, subsection (A) shall not apply to persons seeking reappointment to a citizen advisory group in which he or she serves on as of January 1, 2019.

SEC. 2-39. RULES OF PROCEDURE; QUORUM

(A) Each commission shall follow Rosenberg's Rules of Order.

(B) Except for the planning commission, a majority of the commission positions filled at the time of a meeting shall constitute a quorum for the transaction of business of any commission.

SEC. 2-40. AUDIO RECORDED PROCEEDINGS

Except for the planning commission, which shall be televised to the extent feasible, all commission meetings shall be audio recorded, and archived on the city's website.

SEC. 2-41. SECRETARY

The city manager shall designate a city staff member to serve as a nonvoting secretary to each commission.

DIVISION 3. SENIOR SERVICES COMMISSION

SEC. 2-45. ESTABLISHED; QUALIFICATIONS.

(A) There is hereby established a senior services commission composed of seven members.

(B) A member shall serve without compensation, shall reside in the city and shall be over the age of 49.

SEC. 2-46. POWERS AND DUTIES.

The powers and duties of the senior services commission shall be as follows:

(A) Analyze, define and investigate issues and the needs of senior citizens in the city and advise the city council on such matters;

(B) Develop and recommend solutions for problems affecting senior citizens to the city council and other appropriate community organizations and agencies;

(C) Disseminate information and educational materials and reports that will assist in enhancing the quality of life of senior citizens and the treatment of senior citizens;

(D) Serve as a liaison between the city council and the community in matters concerning senior citizens; and

(E) Prepare and submit an annual report of activities to the city council and make such other reports and recommendations to the city council from time to time as the senior services commission may determine necessary to improve the quality of life for senior citizens in the city.

DIVISION 4. COMMUNITY RELATIONS COMMISSION

SEC. 2-47. ESTABLISHED; QUALIFICATIONS.

(A) There is hereby established a commission on community relations composed of seven members.

(B) A member shall serve without compensation, shall reside in the city and shall be at least 18 years of age.

SEC. 2-48. POWERS AND DUTIES.

The powers and duties of the community relations commission shall be as follows:

(A) Analyze, define, and investigate community relations issues and needs in the city and advise the city council on matters involving group prejudices, racial tension, intolerance or differences in treatment or favoritism of persons on a basis other than individual merit;

(B) Promote mutual understanding and respect among all residents of the city and work to discourage and prevent practices involving group prejudices, racial tension, intolerance or differences in treatment or favoritism of persons on a basis other than individual merit;

(C) Disseminate information and educational materials and reports that will assist in the elimination of practices involving group prejudices, racial tension, intolerance or differences in treatment or favoritism of persons on a basis other than individual merit;

(D) Investigate and study complaints of violations of State statutes relating to practices involving group prejudices, racial tension, intolerance or differences in treatment or favoritism of persons on a basis other than individual merit in publicly assisted housing accommodations;

(E) Assist various groups and agencies within the city to cooperate in educational campaigns devoted to the elimination of practices involving group prejudices, racial tension, intolerance or differences in treatment or favoritism of persons on a basis other than individual merit;

(F) Cooperate with enforcement agencies to ensure that no person in the city is deprived of equal services furnished in the city by reason of violation of any State law prohibiting differences in treatment or favoritism of persons on a basis other than individual merit;

(G) Cooperate with city, State, federal and other agencies in order to promote better community relations;

(H) Review the current equal employment opportunity status of the city;

(I) Serve as an information resource between the city council and community in matters concerning equal employment opportunity;

(J) Endorse community events, by resolution or proclamation approved by a majority of the members present, that improve community relations in the city and are consistent with the duties of the community relations commission; and

(K) Prepare and submit an annual report of activities to the city council and make such other reports and recommendations to the city council from time to time as the community relations commission may determine necessary to improve community relations in the city.

DIVISION 5. LIBRARY BOARD

SEC. 2-49. PUBLIC LIBRARY ESTABLISHED.

A public library is hereby established in and for the city to be known and designated as the Oxnard Public Library.

SEC. 2-50. ESTABLISHED; QUALIFICATIONS.

(A) There is hereby established a library board composed of seven members.

(B) A member shall serve without compensation, shall reside in the city and shall be at least 18 years of age.

SEC. 2-51. POWERS AND DUTIES.

The powers and duties of the library board shall be as follows:

- (A) Advise the city council on policies and procedures relating to the public library;
- (B) Investigate the nature and scope of the needs of the public library;
- (C) Recommend policies and programs related to the public library for consideration by the city council;
- (D) Assist the public library staff in reviewing and evaluating programs and services of the public library;
- (E) Make recommendations to the city council for improvements to the public library;
- (F) Represent the needs and views of the community to the public library staff and to the city council; and
- (G) Prepare and submit an annual report of activities to the city council and make such other reports and recommendations to the city council from time to time as the library board may determine necessary to improve the operations of the public library.

DIVISION 6. PARKS AND RECREATION AND COMMUNITY SERVICES COMMISSION

SEC. 2-52. ESTABLISHED; QUALIFICATIONS.

- (A) There is hereby established a parks and recreation and community services commission composed of seven members.
- (B) A member shall serve without compensation, shall reside in the city and shall be at least 18 years of age.

SEC. 2-53. POWERS AND DUTIES.

The powers and duties of the parks and recreation and community services commission shall be as follows:

- (A) Advise the city council on all matters pertaining to the parks and recreation and community services activities in the city;
- (B) Serve as a liaison between the city council and the community in matters related to parks and recreation and community services activities;

- (C) Advise city staff on future parks and recreation and community services programs;
- (D) Receive suggestions on general community parks and recreational and community services policy issues and make recommendations to the city council; and
- (E) Prepare and submit an annual report of activities to the city council and make such other reports and recommendations to the city council from time to time as the parks and recreation and community services commission may determine necessary to improve parks and recreation and community services activities in the city.

DIVISION 7. PLANNING COMMISSION

SEC. 2-54. DUTIES.

A planning agency consisting of planning commissioners, to be known collectively as the planning commission ("commission"), is created and established to perform the following functions and duties:

- (A) The functions and duties assigned to the commission by the code and other ordinances and resolutions of the city council;
- (B) The functions set out in Cal. Gov't Code, Sections 65103, 65400, 65401 and 65402; and
- (C) The duties imposed on a commission by Cal. Health and Safety Code, Section 33000.

SEC. 2-55. COMPOSITION.

(A) The commission shall consist of seven members appointed by the city council. Members of the commission shall serve and may be removed and replaced at the pleasure of the city council. Members shall serve without compensation, shall reside in the city and shall be at least 18 years of age.

(B) Commissioners nominated by city council members representing Districts 1, 2 and 5 appointed after this division becomes effective shall serve until December 31, 2022. Thereafter, city council members for Districts 1, 2, and 5 shall nominate commissioners every four years, unless a vacancy occurs during the term of a commissioner. In that circumstance, the nominating council member shall nominate a replacement for that commissioner. The next four commissioners nominated in 2020 by city council members representing Districts 3, 4, 6, and the mayor's at-large nominee, appointed after this division becomes effective shall serve until December 31, 2024. Thereafter, the council member for Districts 3, 4, and 6 and the mayor shall nominate commissioners every four years unless a vacancy occurs during the term of a commissioner. In that circumstance, the nominating council member or mayor shall nominate a replacement for that commissioner. All members of the commission appointed thereafter shall serve until December 31 of the fourth year after the date of appointment or until a successor is appointed, unless the member is earlier removed by the city council, dies, resigns or is deemed to have resigned pursuant to this code.

(C) A member of the commission may be reappointed by the city council. However, no member of the commission may be appointed to serve more than two consecutive terms. If a member serves less than half of a term, that member shall be eligible to serve two full consecutive terms thereafter.

(D) Each member of the planning commission shall have one vote. Four members shall constitute a quorum for the transaction of business.

(E) Members of the commission shall select one of their number as chair and another as vice-chair, both serving for one year or until their successors are appointed, unless they are earlier removed from such positions by a majority vote of the members of the commission.

SEC. 2-56. FINANCES.

The city council shall provide the funds and equipment necessary for the work of the commission.

SEC. 2-57. TELEVISED PROCEEDINGS.

To the extent feasible, public proceedings of the commission shall be televised.

DIVISION 8. RELOCATION APPEALS BOARD

[Reserved]

DIVISION 9. YOUTH COMMISSION

[Reserved]

DIVISION 10. COMMISSION ON HOMELESSNESS

SEC. 2-70. ESTABLISHED; QUALIFICATIONS.

(A) There is hereby established a commission on homelessness composed of 7 members.

(B) A member shall serve without compensation and shall be at least 18 years of age.

SEC. 2-71. POWERS AND DUTIES.

The powers and duties of the commission on homelessness shall be as follows:

(A) Advise the city council on all matters pertaining to homelessness in the city;

(B) Serve as a liaison between the city council and the community in matters related to homelessness issues;

(C) Review and evaluate programs, requests for homeless funds, and homeless services in the city;

(D) Recommend programs, strategies, and funding for preventing and reducing the incidence of homelessness in the city; and

(E) Prepare and submit an annual report of activities to the city council and make such other reports and recommendations to the city council from time to time as the commission on homelessness or city council may determine necessary to address homelessness issues.

DIVISION 11. CULTURAL ARTS COMMISSION

SEC. 2-72. ESTABLISHED; QUALIFICATIONS.

(A) There is hereby established a cultural arts commission composed of seven members.

(B) A member shall serve without compensation, shall reside in the city, shall be at least 18 years of age, and shall have a special knowledge or interest in the arts.

SEC. 2-73. POWERS AND DUTIES.

The powers and duties of the cultural arts commission shall be as follows:

(A) Advise the city council on all matters pertaining to the cultural arts in the community;

(B) Recommend to the city council the adoption, amendment or repeal of ordinances regarding public art, and/or art related projects and proposals;

(C) Assist the cultural arts community in raising funds through grants or other sources for the development, growth, incorporation, and expansion of the arts;

(D) Provide a local, state and national network of support and supporters of the local arts;

(E) Build a growth continuum of education, training and arts to develop an incubator for home grown evaluators and evaluation training tools so that congruity among mission, vision and requirements of requests for proposals matches skills assessed by evaluators in the review process;

(F) Develop public arts projects that include developing written materials for soliciting participation, appointing and training selection panels, and reviewing and recommending funding to ensure integrity of such processes;

(G) Receive recommendations from ad-hoc local panels to review art actions in conjunction with the commission;

(H) Recommend to the city council the distribution of revenues collected through fund raising, grants and public art funds consistent with the needs of the community, including solicitation and analysis of cultural arts grant proposals;

(I) Participate in the development of the strategic annual public art plan and longer-ranged strategic public art plans;

(J) Cooperate with other commissions and civic organizations in order to promote, market, and publicize the arts in order to increase and foster public interest in the arts; and

(K) Perform other art, cultural and arts education duties as may from time to time be prescribed by the city council.”

PART 2. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this ordinance or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, the remainder of this ordinance shall remain in full force and effect.

PART 3. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five (5) days before the City council’s adoption of the ordinance.

PART 4. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. 2957 was first read on March 5, 2019, and finally adopted on April 16, 2019, to become effective thirty days thereafter.

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.2.**

DATE: May 7, 2019
TO: City Council
FROM: Michelle Ascencion, City Clerk, (805) 385-7805, michelle.ascencion@oxnard.org
SUBJECT: Approval of Minutes.

RECOMMENDATION

That the City Council approve the minutes of the April 16, 2019 Regular Meeting as presented.

BACKGROUND

Not applicable.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Michelle Ascencion, City Clerk

ATTACHMENTS

1. Minutes 04.16.2019 CC regular meeting

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
April 16, 2019

A. ROLL CALL/POSTING OF AGENDA

At 5:05 p.m., Mayor Flynn called to order the regular meeting of the Oxnard City Council in the City Hall Council Chambers, 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Gabriela Basua, Bryan A. MacDonald, Bert Perello, Mayor Pro Tem Carmen Ramirez, and Mayor Tim Flynn were present. Councilmembers Vianey Lopez and Oscar Madrigal were absent (Councilmember Vianey Lopez arrived at 5:48 p.m.).

Staff members present were Alexander Nguyen, City Manager; Stephen Fischer, City Attorney; Ashley Golden, Assistant City Manager; Shiri Klima, Deputy City Manager; and Michelle Ascencion, City Clerk.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS (None received.)

C. CLOSED SESSION

Mayor Flynn read the following closed session statement:

“The City Council will recess to a closed session, pursuant to Government Code section 54956.9(d)(1), to confer with its attorneys. The title of the litigation being discussed is State of California, Regents of the University of California; et al v. Cellco Partnership dba Verizon Wireless; et al.

The City Council will also recess to a closed session pursuant to Government Code section 54956.9(d)(2), based on existing facts and circumstances, there is significant exposure to litigation against the City in one potential case regarding the County of Ventura’s claimed sovereign immunity on County-owned property located within the City, its issuance of permits on County-owned property located within the City, including its proposed Fisherman’s Wharf project, and the County’s claimed breach of contract relating to the Seabridge memorandum of understanding.”

At 5:06 p.m., the City Council recessed to a closed session. At 6:10 p.m. the City Council reconvened in open session in the Council Chambers. The City Attorney announced that there were no reportable actions out of closed session.

D. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

Additional staff members present at this time were Erik Garwick, Parks Manager; Emilio Ramirez, Housing Director; Mike More, Risk Manager; and Jeri Cooper, Interim Special Districts Manager.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Proclamation Designating the Month of April 2019 as “Fair Housing Month.”

Mayor Flynn read the proclamation and presented it to Jorge DeLeon and Bonny Goetz with the Ventura County Coastal Association of Realtors, who made some remarks.

2. SUBJECT: Presentation of a Proclamation Designating April 24, 2019 as “Arbor Day.”

Mayor Flynn read the proclamation and presented it to the Parks Manager, who made some remarks.

3. SUBJECT: Presentation of a Proclamation Designating the Month of April 2019 as “Donate Life Month.”

Mayor Flynn read the proclamation and presented it to Robert Thomas, Ambassador for OneLegacy/Donate Life, who made some remarks.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Chris Williamson (American Planning Association - Central Coast planning award for the city’s opposition to the NRG Power Plant), Lang Martinez (homelessness issues in the community), Debbie Mitchell (Channel Islands Harbor pilaster project), Harry Kanter and Lana Jenkins (drivers racing on Donlon Avenue; inadequate lighting on Fifth Street east of Oxnard Boulevard), Pat Brown (inadequate parking for low income housing developments), and Walter J. Snyder (issues with the Housing Department).

G. REPORT OF CITY MANAGER

The City Manager introduced the new Housing Director, who made some remarks.

H. CITY COUNCIL REPORTS

Councilmember Lopez reported on recently touring Ormond Beach and commented on the recent Oxnard Job Fair.

Councilmember Perello commented on the Oxnard Job Fair, the Intertribal Powwow, the importance of safe workplaces, and the seawalls repair project. He later commented on a recent meeting of the Oxnard Airport Authority.

Councilman MacDonald attended on the recent National Latino Peace Officers Association scholarship awards, the Regional Defense Partnership lobbying trip in Washington DC, and a meeting with the Environmental Protection Agency regarding the Halaco superfund site.

Mayor Pro Tem Ramirez commented on the Halaco site and Ormond Beach, the National Latino Peace Officers Association scholarship awards, the Oxnard Job Fair, the Intertribal Powwow, the

Oxnard Earth Day festival, the El Concilio Latino Leadership Awards event, a memorial for Jean Rountree, the recent fire at Notre Dame Cathedral and the importance of protecting cultural assets.

Councilwoman Basua welcomed the new Housing Director, reported on a recent meeting with the Chief Financial Officer and Assistant CFO, the Oxnard Job Fair, a meeting with developers proposing projects for the Channel Islands Harbor, and a recent meeting with the Senior Services Coordinator regarding the new senior center.

Mayor Flynn commented on the city's financial and budget status, exploring partnerships with neighboring cities to save money, priority-based budgeting, and encouraged public participation for inter-agency partnership ideas.

I. REVIEW OF INFORMATION/CONSENT AGENDA

Item K-3 was discussed among the Council and staff.

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Debbie Mitchell.

K. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the March 25, 2019 Special Meeting and the April 2, 2019 Regular Meeting as presented.

Human Resources Department

2. SUBJECT: Extension of the City Attorney Contract.

RECOMMENDATION: That City Council approve **Resolution No. 15,212** of the City Council of the City of Oxnard amending Agreement No. A-7880 "Amended and Restated Employment Agreement between City of Oxnard and Stephen M. Fischer."

3. SUBJECT: Withdrawal from BICEP and Admission to CSAC-EIA.

RECOMMENDATION: That the City Council:

1. Approve **Resolution No. 15,213** to join the CSAC Excess Insurance Authority (CSAC-EIA) and authorize the Mayor to execute the Joint Powers Agreement (A-8132); and
2. Approve the form of and authorize the City Manager to execute the Memorandum of Understanding – Excess Workers' Compensation Program (A-8137) and submit to CSAC-EIA. (Finance & Governance Committee approved 3-0)

4. SUBJECT: Changes to City-Administered Defined Contribution Plans.

RECOMMENDATION: That the City Council receive and file a report on the consolidation of the current 401(a), 457(b), and Post Employment Health Reimbursement deferred compensation plan recordkeepers to a single recordkeeping platform with VOYA. (Finance & Governance Committee approved 3-0)

Finance Department

5. SUBJECT: Budget Appropriation from Fund Balance - Information Technology.
RECOMMENDATION: That the City Council approve two budget appropriations: (i) in the amount of \$242,000 from the Information Technology (IT) Fund Balance for the purpose of offsetting a reversal of ASES Grant Charges for FY 2018-19; and (ii) in the amount of \$203,004 for prepayment of FY 2019-20 IT vendor costs. (Finance & Governance Committee approved 3-0)

Public Works Department

6. SUBJECT: Award Household Hazardous Waste Removal Agreement to Stericycle Environmental Solutions, Inc.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute three-year Agreement No. A-8017 with Stericycle Environmental Solutions, Inc., to provide for the removal, transportation, recycling and disposal of household hazardous waste for an amount not to exceed \$250,000 per year and a total contract amount of \$750,000.
7. SUBJECT: Senate Bill 1 (SB1) Local Streets and Roads Road Maintenance and Rehabilitation Account (RMRA) Funding and Project List.
RECOMMENDATION: That City Council authorize the Mayor to adopt **Resolution No. 15,214** approving the Senate Bill 1 (SB1) Local Streets and Roads, Road Maintenance and Rehabilitation Account (RMRA), Fiscal Year 2019-2020 project list, in the amount of \$3,417,896, and carry-over prior year balance, and projects previously listed that will continue to utilize RMRA funding in Fiscal Year 2019-20. (Public Works & Transportation Committee approved 3-0)
8. SUBJECT: Approval of a Budget Appropriation for the Special Districts Administration Fund 172.
RECOMMENDATION: That the City Council approve a budget appropriation of \$85,412 from the Fund 172 Fund Balance to the Special Districts Administration Fund 172 expenditure budget.

It was moved by Councilmember Perello, seconded by Mayor Pro Tem Ramirez, to approve the Information/Consent items as presented. VOTE: Basua, Flynn, Lopez, Perello, and Ramirez voted in favor; MacDonald abstained from item K-1. The motion carried 5-0-1 on item K-1, and 6-0 on the remaining items (Madrigal was absent).

L. PUBLIC HEARINGSCommunity Development Department

1. SUBJECT: Zone Text Amendment to Oxnard City Code Chapter 16 Article II and Article V, Division 13 Related to Accessory Dwelling Units: Continuation of Public Hearing.
RECOMMENDATION: That the City Council continue the noticed public hearing to the May 7, 2019 City Council regular meeting.

VOTE: Basua, Flynn, Lopez, MacDonald, Perello, and Ramirez voted in favor of continuing the public hearing to May 7, 2019; the motion carried 6-0 (Madrigal absent).

M. REPORTS

City Manager Department

1. SUBJECT: Introduction of the Oxnard Housing First Model to Address Homelessness.
RECOMMENDATION: That the City Council receive this introduction to the Oxnard Housing First Model to address homelessness, provide input, and file the report.

The City Manager gave a report. Public comments were received from Pat Brown and Barbara Macri-Ortiz. Discussion ensued among the Council and staff. No action was required.

N. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 8:41 p.m.

MICHELLE ASCENCION, CMC
City Clerk

TIM FLYNN
Mayor



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.3.**

DATE: May 7, 2019

TO: City Council

FROM: Terrel Harrison, Interim Cultural & Community Services Director, (805) 385-7994, terrel.harrison@oxnard.org

SUBJECT: Appointment of two representatives to the Ventura County Area Agency on Aging Advisory Council.

RECOMMENDATION

That the City Council approve the recommendation from the Senior Services Commission and appoint two Senior Services Commissioners to the Ventura County Area Agency on Aging Advisory Council.

BACKGROUND

The Advisory Council of the Ventura County Area Agency on Aging (VCAAA) is a community-based body of advocates for persons age 60 and over. Members of the Advisory Council represent Ventura County Board of Supervisors, Service Providers and Focus Populations, and local cities. In the past, those appointed by City Council were members of the Senior Services Commission but this is not a requirement.

The mission of the Advisory Council is to involve the community in creating and sustaining programs that impact senior living and family caregivers. To achieve this goal members participate in committees, outreach, grantee site visits, task force groups and issues of County concern.

At the April 9, 2019 Senior Services Commission meeting, the Commission voted to recommend Commission Alice Sweetland and Clark Owens to represent the City of Oxnard for a two-year term on the VCAAA's Advisory Council. The Senior Services Commission term for both commissioners is up; however, both have recently reapplied to sit on the commission.

It is a requirement of the VCAAA Advisory Council that the recommendation is ratified by the City Council.

STRATEGIC PRIORITIES

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

Goal 3. Strengthen neighborhood development, and connect City, community and culture.

Objective 3b. Empower and connect our Inter-Neighborhood Council Organizations (INCOs), Community Advisory Groups (CAGs) and Neighborhood Watch Program.

FINANCIAL IMPACT

There is no fiscal impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Renee Rakestraw, Recreation Supervisor

ATTACHMENTS

1. April 19 SSC Minutes



In compliance with the Americans with Disabilities Act, if you need special assistance to participate in a meeting, you should contact the **Senior Services office at (805) 385-8019**. Notification 72 hours prior to the meeting will enable the City to make reasonable accommodations to assure accessibility to the meeting.

**CITY OF OXNARD
SENIOR SERVICES COMMISSION
MINUTES
REGULAR MEETING
Wilson Senior Center, 350 N. C Street
Tuesday, April 9, 2019, 9:00 a.m.**

A. ROLL CALL

Commissioners Present: K. Brainard, K. Lanker, A. Madrid, A. Sweetland, J. Nevitt, L. Yu

Commissioners Absent: C. Owens

Staff Present: M. Eastlake, RSVP Director
D. Marquez, Recreation Coordinator

B. PLEDGE OF ALLEGIANCE

C. PUBLIC COMMENTS

Roger Poirier, Parks, Recreation and Community Services Commissioner, invited commissioners to an upcoming Parks, Recreation and Community Services Commission meeting focused on park planning. He is seeking to enclose the entirety of Wilson Park in fencing.

D. APPROVAL OF MINUTES

1. SUBJECT: Minutes of the SSC meeting from March 12, 2019. Commissioner Lanker moved approval; Commissioner Nevitt seconded. Motion approved.

AYES: Brainard, Lanker, Nevitt, Sweetland, Yu.

NOS: none.

ABSENT: Owens.

ABSTAIN: Madrid.

E. CEREMONIAL CALENDAR

None

F. REPORT OF COMMISSION SECRETARY

Marisue Eastlake shared Senior Services items on the May 7 City Council agenda, including the presentation of the commission's annual report and proclamation of Older American's Month. She invited commissioners to the June 1 Insect Festival.

G. NEW BUSINESS

1. SUBJECT: Senior Services Programs and Events. Marisue Eastlake shared information about awards won by RSVP volunteers Louise and Gordon Dilger, including the statewide California Parks and Recreation Society Champion of the Community. She updated commissioners on two new programs, the Out to Lunch Bunch and STOP (Seniors Tackling the Opioid Problem), in which RSVP volunteers are involved. Deanna Marquez reviewed programming held in March and upcoming dates through June.

2. SUBJECT: Senior Services Commission Annual Report

Vice Chair Nevitt reviewed the proposed annual report to the City Council. Commissioners discussed and suggested additions and changes.

3. SUBJECT: Ventura County Area Agency on Aging Advisory Council representatives. After a brief discussion Commissioner Brainard moved; Commissioner Madrid seconded recommending the City Council appoint Clark Owens and Alice Sweetland to the Ventura County Area Agency on Aging Advisory Council.

AYES: Brainard, Lanker, Madrid, Nevitt, Sweetland, Yu.

NOS: none.

ABSENT: Owens.

ABSTAIN: none.

I. SUBCOMMITTEE REPORTS/COMMISSION BUSINESS

1. Ventura County Area Agency on Aging Advisory Council - Commissioner Owens, Commissioner Sweetland. Chair Sweetland invited commissioners to attend the county board of supervisors May 7 meeting when a declaration of Older Americans Month will be given to the VC Area Agency on Aging.
2. New Senior Center - Commissioner Brainard, Commissioner Lanker, Commissioner Owens. Commissioner Lanker reported ORCAS has received 501(c)3 status. Pepperdine Service Leadership has created a website; Commissioners were invited to attend the college team's final presentation. An architect will hold two community workshops to receive input in May. A memorandum of understanding between ORCAS and City is being developed to secure the property at Patterson and Fifth Street for use as a senior center.
3. Collaboration with Local Agencies – Commissioner Lanker, Commissioner Owens and Commissioner Yu. No reports.

H. COMMISSION COMMENTS

Chair Sweetland reported visiting the new La Colonia community center with commissioners Owens and Yu and determined the new space is not viable for a senior center. Commissioner Madrid suggested posting program information on a bulletin board there. Commissioner Sweetland requested a commissioner attend the Parks, Recreation and Community Services Commission meeting on parks. Commissioner Nevitt shared a brochure he created on senior housing.

K. ITEMS OF FUTURE CONSIDERATION

Commissioner Lanker requested to discuss assigning future visits to partners. Chair Sweetland requested further discussion on locating a senior center in La Colonia. Vice Chair Nevitt asked to discuss a brochure on senior housing.

L. ADJOURNMENT

Commissioner Nevitt moved to adjourn; Commissioner Lanker seconded.

AYES: Brainard, Lanker, Madrid, Nevitt, Sweetland, Yu.

NOS: none.

ABSENT: Owens.

ABSTAIN: none.

Adjournment at 10:59 a.m.

City of Oxnard Website: **Senior Services Commission** agenda is available on the city Oxnard website at **www.oxnard.org** 72 hours prior to a regular meeting and 24 hours prior to a special meeting.



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.4.**

DATE: May 7, 2019
TO: City Council
FROM: Rhonda Hodge, Housing Finance Officer, (805) 385-7889, rhonda.hodge@oxnard.org
SUBJECT: Homeless Emergency Aid Program funding for a permanent shelter and operational support.

RECOMMENDATION

That the City Council authorize the City Manager to accept \$1,500,000 in Homeless Emergency Aid Program funding from the State of California for a permanent shelter and operational support. (Housing and Economic Development Committee approved 3-0)

BACKGROUND

On October 17th, 2018, the City of Oxnard applied to the County of Ventura's Continuum of Care for State of California's Homeless Emergency Aid Program, hereinafter referred to as HEAP. The general purpose of HEAP is to provide one-time flexible block grant funding to address the immediate emergency needs of homeless individuals and individuals at imminent risk of homelessness in the service area of each Subrecipient.

In order to receive these funds, an agreement must be executed that sets forth the responsibilities of the County of Ventura and Subrecipient (City of Oxnard) in accomplishing the funding objectives. The County serves as the administrative entity on behalf of the Ventura County Continuum of Care and receives and administers these funds on their behalf. The County, as grant recipient, will be responsible for receiving and securing the HEAP funds identified within the agreement and for sub-granting to the City of Oxnard.

The City of Oxnard will utilize HEAP funding to support capital expenditures for a permanent low barrier year-round 24-hour homeless shelter/navigation center and to provide direct homeless social services out of the shelter operation. Services will be contracted with social service agencies to provide shelter participants with case management, street outreach, homeless prevention, and housing navigation/location services. Additionally, the HEAP funds will be used for a Safe Sleep Parking Program.

STRATEGIC PRIORITIES

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

Goal 2. Address homelessness through the development and implementation of a multi-tiered strategy.

FINANCIAL IMPACT

The \$1,500,000 HEAP funding will provide additional resources for developing a permanent homeless shelter and

sheltering services for the City of Oxnard. It will be used to leverage additional funding opportunities and to supplement the approved \$1,500,000 in Measure O funds and \$200,000 in Community Development Block Grant funds as part of the FY 2018-19 budget.

COMMITTEE OUTCOME

The Housing and Economic Development Committee approved 3-0 on 03/26/19 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Mark Alvarado, Homeless Assistance Coordinator

ATTACHMENTS

1. HEAP Agreement City of Oxnard

HOMELESS EMERGENCY AID PROGRAM (HEAP) GRANT
Subrecipient Agreement

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HOMELESS EMERGENCY AID PROGRAM (HEAP) GRANT
Subrecipient Agreement

This Agreement number **HEAP01** is entered between the **County of Ventura** as the Administrative Entity acting on behalf of the Ventura County Continuum of Care, hereinafter referred to as County, and the **City of Oxnard**, hereinafter referred to as Subrecipient.

I. PURPOSE

This Agreement sets forth the responsibilities of County and Subrecipient in accomplishing the objectives of State of California's Homeless Emergency Aid Program, hereinafter referred to as HEAP. Pursuant to Chapter 5 (commencing with Section 50210) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018), the State has established HEAP. The program is administered by the California Homeless Coordinating and Financing Council in the Business, Consumer Services and Housing Agency. The general purpose of HEAP is to provide one-time flexible block grant funding to address the immediate emergency needs of homeless individuals and individuals at imminent risk of homelessness in the service area of each Subrecipient. In accordance with the authority cited below, HEAP funds are to be allocated for eligible uses under the grant, which include, but are not limited to, the following: services, rental assistance or subsidies, capital improvements and homeless youth activities.

The County serves as the administrative entity on behalf of the Ventura County Continuum of Care and receives and administers these funds on their behalf. The County, as grant recipient, will be responsible for receiving and securing the HEAP funds identified within this Agreement and for sub-granting of same to Subrecipient.

II. GENERAL PROVISIONS, ASSURANCES AND CERTIFICATIONS

The Subrecipient shall abide by the terms of this Agreement and the attached Exhibits attached hereto and made a part hereof by this reference.

Exhibits

Exhibit A--SB 850 (Chapter 5)

Exhibit B--HEAP NOFA (September 5, 2018)

Exhibit C—Scope of Work/Subrecipient HEAP Application

Exhibit D--Core Components of Housing First, Welfare and Institution Code Sec. 8255(b)

Exhibit E--Reimbursement Packet Request

Exhibit F—Reporting Requirements

III. SCOPE OF WORK

The Subrecipient will be responsible for administering the following program summarized from the complete description in the Subrecipient Application (Exhibit C): Full Service Homeless Shelter/Navigation Center/Safe Sleep Program (hereinafter referred to as "Program"). The

Program will be administered consistent with any standards required as a condition of the approved scope of work. The scope of work for this Agreement shall include uses that are consistent with Chapter 5 (commencing with Section 50210) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018), for eligible uses.

Project Number	Project Name/Activity	Amount Awarded	Beneficiaries to be Served
HEAP01	Full Service Homeless Shelter/Navigation Center/ Safe Sleep Program	\$1,500,000.00	130 (minimum)

The Subrecipient shall utilize HEAP funding to support capital expenditures for a permanent low barrier year-round 24-hour homeless shelter/navigation center and to provide direct homeless social services out of the shelter operation. Services will be contracted with social service agencies to provide shelter participants with case management, street outreach, homeless prevention, and housing navigation/location services. A Safe Sleep Parking Program will be an extended service offered on site at the permanent shelter and offered off site at designated faith-based locations.

The Subrecipient shall adhere to all applicable Federal, State and local laws, regulations, rules and standards, as well as the terms of this Agreement including all attached Exhibits.

IV. CHANGE IN SCOPE OF WORK

Subrecipient shall make a request of the County in writing of any proposed changes or additions to approved HEAP project(s) and/or budget prior to implementing such change or addition. Significant changes in scope or budget must be approved through the California Business, Consumer Services and Housing Agency prior to the County approving such requests for the subrecipient.

V. INELIGIBLE COSTS

HEAP funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code Section 50214.

County reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs paid with funds made available by this Agreement. If Subrecipient uses HEAP funds to pay for ineligible activities, Subrecipient shall be required to reimburse these funds to County within 30 days of receipt of written notification.

An expenditure which is not authorized by this Agreement and which cannot be adequately documented, shall be disallowed.

Expenditures for activities not described in this Agreement shall require a request for budget

modification. Grant modifications will be approved for activities are consistent with Health and Safety Code Section 50214 and such activities are approved in writing by County prior to the expenditure of funds for those activities.

County, at its sole and reasonable discretion, shall make the final determination regarding the allowability of expenditures of HEAP funds to Subrecipient.

Program funds shall not be used for overhead or planning activities, including Homeless Management Information Systems or Homelessness Plans.

VI. TERM

The term of this Agreement shall begin when the agreement is fully executed with signatures from both parties. Reimbursements for eligible expenses may be requested from December 1, 2019 through the remainder of the grant term. The agreement shall expire at such time as: (1) the project activities are complete and allocated monies are expended or reprogrammed; or (2) the contract is terminated by either party for cause or convenience.

All HEAP grant funds must be at least fifty percent contractually obligated by January 1, 2020. One hundred percent of subrecipient program funds must be expended and all work completed by April 30, 2021 to provide sufficient time for the County to verify eligibility of expenses by June 30, 2021. Any funds not expended by that date shall be repaid to the County for return to the State of California.

VII. TRANSFERS

Subrecipient may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except with the prior written approval of County and a formal amendment to this Agreement to affect such subcontract or novation.

VIII. REPORTING/AUDITS

The Subrecipient shall submit quarterly reports to County on forms provided. If the Subrecipient fails to provide such documentation, County may disencumber any portion of the amount authorized by this Agreement with a 14-day written notification. The Subrecipient shall also submit a final report by September 30, 2021.

The annual report shall contain a detailed report containing the following:

- Amounts awarded to Subrecipient with activity(ies) identified.
- Contract expenditures.
- Unduplicated number of homeless persons or persons at imminent risk of homelessness served.
- Number of instances of service (defined in September 5, 2018 HEAP NOFA Exhibit B).
- Increases in capacity for new and existing programs.
- The number of unsheltered homeless persons becoming sheltered.
- The number of homeless persons entering permanent housing.

Breakdowns will be expected for each activity (i.e. services, capital improvements, rental assistance, etc.) and program type (i.e. emergency shelter, rapid re-housing, outreach, etc.) for the supplemental reporting requirements listed above, when applicable. The same information will also be requested specifically for the following subpopulations, based on priorities defined by the U.S. Department of Housing and Urban Development (HUD):

- Chronically homeless.
- Homeless veterans.
- Unaccompanied homeless youth.
- Homeless persons in families with children.

Counts by subpopulation will not be required in cases where that information is unavailable, but it is expected in cases where client information is entered in a Homeless Management Information System (HMIS). Additional breakdowns for other subgroups (e.g. race, ethnicity, disability status, etc.) are optional, if the Subrecipient chooses to include them.

The Subrecipient will also be asked to comment on the following:

- Progress made toward local homelessness goals.
- The alignment between HEAP funding priorities and "Housing First" principles adopted by the Homeless Coordinating and Financing Council.
- Any other effects from HEAP funding that the Subrecipient would like to share (optional).

County reserves the right to perform or cause to be performed a financial audit. At County request, the Subrecipient shall provide, at its own expense, a financial audit prepared by a certified public accountant. HEAP administrative funds may be used to fund this expense. Furthermore:

If a financial audit is required by County, the audit shall be performed by an independent certified public accountant.

The Subrecipient shall notify County of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by County to the independent auditor's working papers.

The Subrecipient is responsible for the completion of audits and all costs of preparing audits. If there are audit findings, the Subrecipient must submit a detailed response acceptable to County for each audit finding within 90 days from the date of the audit finding report.

IX. INSPECTIONS

Subrecipient shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.

County reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.

Subrecipient agrees that all work that is determined based on such inspections not to conform to

the applicable requirements be corrected and understands payments to the Subrecipient will be withheld by County until it is corrected.

X. RETENTION AND INSPECTION OF RECORDS

The Subrecipient agrees that County shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. The Subrecipient agrees to provide County with any relevant information requested. The Subrecipient agrees to permit County access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other materials that may be relevant to a matter under investigation for the purpose of determining compliance with the Chapter 5 of Part 1 of Division 31 of the Health and Safety Code and all other applicable requirements established under SB 850, HEAP program guidance document published on the website, and this Agreement.

The Subrecipient further agrees to retain all records described in this Agreement for a minimum period of five (5) years after the termination of this Agreement.

a) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

XI. HOMELESS MANAGEMENT INFORMATION SYSTEM

The Subrecipient agrees to have funded programs participate in the Ventura County Homeless Management Information System (HMIS). Participation will include, but not be limited to, input of client data upon intake, daily updates of bed availability information, as well as updates to current and prior client's records upon client contact and maintaining current data for statistical purposes. HMIS collects data on program outcomes and overall system performance. Subrecipients of Domestic Violence Programs with heightened privacy and confidentiality concerns are required to participate in a comparable HMIS system to include the necessary stricter privacy and confidentiality standards. The Subrecipient understands that it is responsible for any ongoing costs to access the HMIS system. The Subrecipient agrees to abide by terms of any HMIS Agreements, which are incorporated herein by reference. The Subrecipient shall indemnify and hold harmless the Grantee, its agents and instrumentalities from any and all liability, losses and damages arising out of or relating to this Agreement or the HMIS system.

XII. PATHWAYS TO HOME COORDINATED ENTRY SYSTEM

The Subrecipient agrees to funded program participating in the Ventura County Continuum of Care's Coordinated Entry System, Pathways to Home by accepting and making referrals using the Pathways to Home program in HMIS and participating in system-wide case conferencing.

XIII. DEFINITIONS OF HOMELESS AND AT-RISK OF HOMELESSNESS

Terms herein shall have the same meaning as the definitions set forth in the HEAP NOFA, Exhibit B.

XIV. COMPENSATION AND REPORTING

Subrecipient agrees to supply to County, at minimum quarterly progress reports and/or other documentation as may be required by the County to audit performance of this Agreement and/or to enable the County to analyze and evaluate utilization of the Subrecipient's program. Subrecipient shall maintain separate accounting and financial records for each funding (revenue) source in support of the projects)

XV. QUARTERLY STATUS REPORTS

QSRs shall address project status and, if applicable, explanation of any problems/delays encountered and/or anticipated and measures to be taken to correct such problems; revised milestones including anticipated schedule for project completion; direct benefit statistics. In addition, Subrecipient shall provide as part of the progress report, any citizen comments received during the reporting period relative to the project(s), any responses to such comments, and additional project information, as needed. Subrecipients shall submit such report quarterly within twenty-one (21) days of the close of the report period. These reports shall describe the progress made by the Subrecipient in achieving each of the objectives identified in the Application, Exhibit F. The reports shall explain the Subrecipient's progress including comparison of actual versus planned progress for the period.

Subrecipients shall submit a HMIS generated report on a quarterly and annual basis. Subrecipients will also be evaluated on CoC approved System Performance Benchmarks.

Reporting periods are defined in the table below:

QTR	Reporting Period	Due Date	
1	January -March	April 21	<u>Mailing address:</u> County of Ventura County Executive Office Community Development Attn: Tara Carruth 800 South Victoria Avenue, L#1940 Ventura, CA 93009
2	April-June	July 21	
3	July-September	October 21	

4	October-December	January 21	<u>E-mail:</u> tara.carruth@ventura.org
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XVI. PAYMENT PROCEDURES

The Subrecipient shall submit original, signed, Expenditure Summary and Payment Request (ESPR) and copies of supporting documents for payment to the County Executive Office by the 10th day of each month. Electronic submission of supporting documentation is acceptable. If the 10th of the month falls on a Saturday, or Sunday, then ESPR forms, with attached invoices, will be due by 3 p.m. the Friday preceding the 10th. The County will make all reasonable attempts for payment of accurate and approved ESPRs within thirty (30) days of receipt. However, if ESPRs are submitted without the required back up documentation, the reimbursement request may be held over until such documentation is provided.

XVII. BREACH AND REMEDIES

The following shall each constitute a breach of this Agreement:

Subrecipient's failure to comply with the terms or conditions of this Agreement.

Use of, or permitting the use of, HEAP funds provided under this Agreement for any ineligible activities.

Any failure to comply with the deadlines set forth in this Agreement.

In addition to any other remedies that may be available to County in law or equity for breach of this Agreement, County may:

Bar the Subrecipient from applying for future HEAP funds;

Revoke any other existing HEAP award(s) to the Subrecipient;

Require the return of any unexpended HEAP funds disbursed under this Agreement;

Require repayment of HEAP funds disbursed and expended under this Agreement;

Require the immediate return to County of all funds derived from the use of HEAP funds including, but not limited to recaptured funds and returned funds;

Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with HEAP requirements;

Seek such other remedies as may be available under this Agreement or any law;

All remedies available to County are cumulative and not exclusive; and

County may give written notice to the Subrecipient to cure the breach or violation within a period of not less than 15 days.

XVIII. WAIVERS

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of County to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Subrecipient of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of County to enforce these provisions.

XIX. LITIGATION

If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of County, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.

The Subrecipient shall notify County immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or County, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interest of County.

XX. COMPLIANCE WITH STATE AND FEDERAL LAWS

The Subrecipient agrees to comply with all State and Federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HEAP program, the Subrecipient, and all eligible activities.

Subrecipient shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Subrecipient shall be responsible for observing and complying with any applicable Federal, State, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Subrecipient shall provide copies of permits and approvals to County upon request.

XXI. ADDITIONAL REQUIREMENTS

The Subrecipient shall comply with the following additional requirements:

Nondiscrimination

During the performance of this Agreement, Subrecipient shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Subrecipient shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Subrecipient shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Subrecipient shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other agreement.

Conflict of Interest

All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent Agreement being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code, sections 10410 and 10411, for State conflict of interest requirements.

Current State Employees. No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.

Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

Employees of the Subrecipient: Employees of the Subrecipient shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Government Code section 87100 et seq.

Drug-Free Workplace Certification

Certification of Compliance: By signing this Agreement, Subrecipient hereby certifies, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and has or will provide a drug-free workplace by taking the following actions:

Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355(a)(1).

Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees about all of the following:

The dangers of drug abuse in the workplace;

Contractor's policy of maintaining a drug-free workplace;

Any available counseling, rehabilitation, and employee assistance programs; and

Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

Provide, as required by Government Code section 8355(a)(3), that every employee who works under this Agreement:

Will receive a copy of Subrecipient's drug-free policy statement; and

Will agree to abide by terms of Subrecipient's condition of employment.

Child Support Compliance Act

For any Agreement in excess of \$100,000, the Subrecipient acknowledges in accordance with Public Contract Code 7110, that:

The Subrecipient recognizes the importance of child and family support obligations and shall fully comply with all applicable State and Federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

The Subrecipient, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

XXII. SPECIAL CONDITIONS

The Subrecipient agrees to comply with all conditions of this Agreement. These conditions shall be met to the satisfaction of County prior to disbursement of funds. The Subrecipient shall ensure that all employees are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of HEAP funds. Failure to comply with these conditions may result in termination of this Agreement.

The Agreement between the County and Subrecipient shall require the Subrecipient to:

Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.

Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.

Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Subrecipient in performing the work or any part of it.

All proceeds from any interest-bearing account established by the Subrecipient for the deposit of HEAP funds, must be used for HEAP-eligible activities. Consistent with Health and Safety Code Section 50214 (b), no more than five (5) percent of these proceeds may be used for general administrative purposes. At least five (5) percent of these proceeds must be allocated to establishing or expanding services for homeless youth, as defined in HEAP Program documents.

Any housing-related activities funded with HEAP funds, including but not limited to, emergency shelter, rapid-rehousing, rental assistance, transitional housing and permanent supportive housing must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institution Code Section 8255(b).

The Subrecipient agrees to provide the County access to Homeless Management Information System ("HMIS") data collected and entered into the Subrecipients HMIS, upon request, and to participate in any statewide data initiative as directed by County including but not limited to, a statewide data integration environment.

XXIII. CONTRACT AMENDMENT/TERMINATION

Any amendment to or termination of this Agreement shall be made in writing, subject to the approval of Subrecipient and County. Termination shall not relieve Subrecipient of its financial

obligations and reporting responsibilities hereunder.

XXIV. SUSPENDED OR DEBARRED PARTIES

Subrecipient certifies that it is not a suspended and debarred party with the Excluded Parties ListSystem (EPLS) and that it will notify the County if there is any change in this status. The EPLS includes information regarding entities debarred, suspended, proposed for debarment, excluded or disqualified under the non-procurement common rule, or otherwise declared ineligible from receiving Federal contracts, certain subcontracts, and certain Federal assistance and benefits. Parties that are excluded are found on this website: <https://www.epls.gov/>. Subrecipient further agrees to ensure that such entities are not hired or retained to perform work on any HEAP-funded project.

XXV. REQUESTS FOR TECHNICAL ASSISTANCE

The Subrecipient shall refer to the County Executive Office, HEAP Management Analyst any regulatory or procedural questions regarding operation of its HEAP project(s). Requests should specify the problem area, assistance being requested and proposed solution, if applicable.

XXVI. AUTHORITY TO BIND

By entering into this Agreement, the Subrecipient certifies that it is qualified and licensed to conduct business in the State of California.

XXVII. NOTICES

Subrecipient shall notify County of any of the following changes:

Loss of Non-Profit status;

Pending addition or addition to the Excluded Parties List System; or

Change in leadership of the organization or changes in staff administering this Subrecipient Agreement.

Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice or may be served by certified mail. Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of receipt. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following contract representatives:

Grantee

Tara Carruth
Program Management Analyst
County of Ventura

Subrecipient

Alexander Nguyen
City Manager
City of Oxnard

Grantee

800 South Victoria Avenue, L#1940
Ventura, California 93009
Phone: 805-654-3838

Subrecipient

300 West Third Street, 4th floor
Oxnard, California 93030
Phone: 805-385-7430

XXVIII. COUNTY AND SUBRECIPIENT APPROVAL

County and Subrecipient agree to abide by the terms, conditions, assurances and certifications as specified in this Agreement.

XXIX. ENTIRE AGREEMENT

This Agreement, and its referenced attachments, contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed, and, once it becomes final, it will completely supersede any prior written or oral agreements or representations regarding same. Any oral representation or modification concerning this writing shall be of no force and effect.

XXX. SUBRECIPIENT CERTIFICATION

The following certification must be signed by Subrecipient's Executive Director or City Manager in order to receive the HEAP funding referenced in this Agreement. Subrecipient hereby certifies that:

The Subrecipient shall comply with all Federal, State, and County policies and requirements applicable to the HEAP program as appropriate for the funding if received;

The Subrecipient is not a suspended and debarred party with the Excluded Parties List System (EPLS) and will notify the County if there is any change in this status;

The Subrecipient shall comply with Federal cost principles and reporting requirements in accordance with U.S. Office of Management and Budget (OMB) 2 CFR 200 (OMB A-87) which states that all non-profit organizations expending more than \$500,000 in Federal funds during the fiscal year must conduct a Single Audit and submit the Report to the Federal Clearing House and the County for review no later than nine months after the fiscal year end. The Subrecipient shall comply with all State and County policies and requirements applicable to the HEAP program as appropriate for the funding if received;

The Federal assistance made available through the HEAP program funding is not being utilized to substantially reduce the prior levels of local financial support for HEAP program activities; and,

The information contained herein and in the attached is complete and accurate. No material information has been omitted, including financial information.

U.S. Code, Title 31, Section 3729, False Claims, provides a civil penalty of not less than \$5,000 and not more than \$10,000, plus 3 times the amount of damages for any person who knowingly presents, or causes to be presented, a false or fraudulent claim; or who knowingly makes, or caused to be used, a false record or statement; or conspires to defraud the Government by getting a false or fraudulent claim allowed or paid.

Alexander Nguyen, City Manager	
Typed Name and Title of Subrecipient Official	
Subrecipient Official's Signature	Date of Signature

XXXI. APPLICABLE LAW

This Agreement is entered into and shall be construed and interpreted in accordance with the laws of the State of California.

COUNTY APPROVAL

SUBRECIPIENT APPROVAL

SIGNATURE: CHRISTY MADDEN_____
SIGNATURE: ALEXANDER NGUYEN_____
Senior Deputy Executive Officer_____
City Manager

Date _____

Date _____



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.5.

DATE: May 7, 2019

TO: City Council

FROM: Steve Naveau, Human Resources Director, (805) 385-7947, steve.naveau@oxnard.org

SUBJECT: Change to Administrator of Defined Benefit Plan from Phase II Systems, Inc. to Mass Mutual.

RECOMMENDATION

That the City Council:

1. Adopt a resolution authorizing the adoption of a trust agreement and the transfer of PARS supplemental retirement plan assets to a successor trustee; and
 2. Authorize the City Manager to execute Agreement No. A-8123 (Administrative Services Agreement for Defined Benefit Plans on Mutual Fund Platform) with MassMutual.
- (Finance & Governance Committee approved 3-0)

BACKGROUND

On December 17, 2002, City Council approved a supplemental retirement benefit for all non-safety employees. This plan is only provided to full-time employees hired before January 1, 2013, due to the adoption of the California Public Employees' Pension Reform Act (PEPRA). The plan is a defined benefit 401(a) plan and companion 415(m) excess benefit trust (together, the "DB Plan"). Combined with the existing Public Employees Retirement System ("PERS") 2% @ 55 benefit, the DB Plan enhances the retirement formula provided by the City to non-safety employees to the equivalent of 3% @ 60 based upon final compensation and years of service. This supplemental product was developed and implemented with Public Agency Retirement Services ("PARS"). Current assets in the DB Plan total approximately \$77 million.

PARS is a private company rather than a public agency like PERS, and the DB Plan is administered by the City and several third party providers in accordance with the adopted plan documents. Thus, although the DB Plan is known as and commonly referred to as "PARS," it is actually a 401(a)/415(m) defined benefit plan that can be administered by any capable defined benefit recordkeeper and trustee. Since inception, the DB Plan has been administered by Phase II Systems Inc. ("Recordkeeper"). In addition, the funds have been held in trust initially by Wells Fargo Bank, and then by US Bank as Trustee ("Trustee"), and investments have always been managed by Highmark Capital ("Investment Advisor"). The contract automatically renews annually. The City retains the right to change any or all of these service providers at the expiration of each one-year term.

In 2018, with the assistance of SFG Retirement Plan Consulting, LLC, the City's retirement plan consultant ("SFGRPC"), City staff conducted a due diligence review of the DB Plan. Staff found that the combined administrative and management fees actually being charged by the Recordkeeper, Trustee, and Investment Advisor were high and not discernable. In addition, staff concluded that the assets were largely invested in mutual funds with relatively high management fees. Finally, staff determined that the Recordkeeper did not have the technological resources available through other recordkeepers to provide sufficient retirement educational or account information to participants or to process retirement applications electronically.

Staff sought bids for a new recordkeeper and trustee from several national defined benefit retirement plan administrators capable of taking over the DB Plan (including MassMutual, Prudential, and Nationwide). The result of the bids revealed that MassMutual would be able to take over as recordkeeper along with an arrangement with Matrix Trust Company as trustee (see Attachment No. 4) at a much lower cost than the existing providers. Combined with investment and plan administrative consulting provided by SFGRPC, these services will result in total savings to the City of over \$188,000 annually. The fee savings are calculated as follows:

Description	Percentage	\$ (Cost)/Savings
Fee Savings - Phase II Systems, Inc.	0.10%	\$ 77,270
Fee savings - U.S. Bank/Highmark Capital	0.36%	278,173
Fees to SFGRPC	(0.12%)	(90,000)
Fees to MassMutual	<u>(0.10%)</u>	<u>(77,270)</u>
NET ANNUAL FEE SAVINGS	0.24%	\$188,173

In addition to fee savings, the combined impact of lower mutual fund management fees and higher investment performance would have a positive impact of an estimated \$1.4 million annually, with the potential to reduce the City's required annual contribution. While past performance is not a guarantee of future results, higher-rated mutual funds with lower fees should continually produce results superior to the status quo. The City contributes approximately \$4.4 million annually to the DB Plan.

Staff is requesting that City Council adopt the attached resolution approving the attached form of trust agreement, authorizing the transfer of the DB Plan assets to the successor trustee, Matrix Trust Company, and authorizing the City Manager to take such actions and to prepare, execute and deliver all documents, subject to any changes approved by the City Attorney, which are deemed necessary or appropriate to effectuate the intent and purposes of the resolution. In addition, staff is requesting that the City Council award the Administrative Services Agreement for Defined Benefit Plans (A-8123) with MassMutual for recordkeeping services related to the DB Plan. This agreement will be executed by the City Manager as the plan administrator. The law firm of Pillsbury Winthrop Shaw Pittman LP reviewed the attached documents and found them to be in conformity with the DB Plan.

If approved, staff will conduct an outreach campaign with existing retirees, who will begin receiving retirement benefit checks from MassMutual instead of Phase II Systems, Inc. approximately two months from approval (estimated to be July 2019). In approximately August 2019, active employees and non-retired participants will be able to access account information and retirement planning tools via the MassMutual website. Staff will conduct an outreach campaign with active and retired participants in advance of this launch date.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to strengthen and stabilize the organizational foundation of the City in the areas of Finance, Information Technology, and Human Resources, and to improve workforce quality while increasing transparency to the public. This item supports the following goals and objectives:

Goal 1. To help foster a healthy and accountable corporate foundation by strengthening the support functions of the organization, which include Finance, Information Technology and Human Resources.

Objective 1a. Ensure the 128 recommendations outlined in the organizational assessment are implemented through the 3 phased implementation action plans adopted by Council in July, 2015 and provide periodic reports to Council on the

status of the implementation plans.

Objective 1d. Ensure adequate systems are established, reviewed, and updated within the Human Resources Department related to personnel policies and procedures, employee compensation, benefits, recruitments, testing and other human resources related systems.

FINANCIAL IMPACT

Immediate, tangible fee savings for a full fiscal year beginning in FY 2019-20 will total \$188,173 annually and will directly benefit the City. In addition, it is estimated that investment performance will also improve dramatically, given higher-rated mutual fund investments and lower fund management fees. In the past one-year period, for example, investment performance would have been higher by approximately \$1.4 million using the proposed versus existing mutual funds. Over a 20-year period, this annual savings would compound to an estimated \$62 million improvement in investment performance. The City will benefit directly from the fee savings and improved investment performance, creating the conditions to reduce the City's required annual contribution to the DB Plan.

COMMITTEE OUTCOME

The Finance & Governance Committee approved 3-0 on February 12, 2019, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Mike More, Human Resources Manager

ATTACHMENTS

1. Attachment No 1 - Resolution
2. Attachment No 2 - Administrative Services Agreement A-8123
3. Attachment No 3 - Form of Trust Agreement
4. Attachment No 4 - MassMutual and Matrix Trust Company

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
AUTHORIZING ADOPTION OF TRUST AGREEMENT AND TRANSFER OF PARS
SUPPLEMENTAL RETIREMENT PLAN ASSETS TO SUCCESSOR TRUSTEE

WHEREAS, the City of Oxnard (the “City”) is a member of the Public Agency Retirement System (“PARS Trust”) for the purpose of providing tax qualified retirement benefits.

WHEREAS, the City has adopted the City of Oxnard PARS Supplemental Retirement Plan (the “401(a) Plan”), originally effective as of January 1, 2003, to provide supplemental retirement benefits to eligible employees in addition to the benefits employees will receive from the California Public Employees’ Retirement System (“CalPERS”).

WHEREAS, the 401(a) Plan was amended and restated, effective as of July 14, 2010, and has been amended since that date in order to comply with applicable law.

WHEREAS, the City has adopted the City of Oxnard Excess Benefit Plan as a qualified governmental excess benefit arrangement (the “415(m) Plan”), effective as of January 1, 2003, to provide benefits that would have been payable to eligible participants under the 401(a) Plan except for the limitations on benefits imposed by Section 415 of the Internal Revenue Code.

WHEREAS, the City has adopted the PARS Trust Agreement for the 401(a) Plan, under which Union Bank of California, N.A. is appointed as trustee, and Phase II Systems d/b/a Public Agency Retirement Services and PARS (“PARS”) is designated as the trust administrator.

WHEREAS, the City has adopted the City of Oxnard Excess Benefit Trust Agreement for the 415(m) Plan, under which Union Bank of California, N.A. is appointed as trustee, and PARS is designated as the trust administrator.

WHEREAS, on February 1, 2012, U.S. Bank, N.A. acquired the retirement plan services division from Union Bank of California, N.A. U.S. Bank, N.A. is the successor trustee of the aforementioned trust agreements.

WHEREAS, the City Council has determined that it is in the best interest of plan participants to establish a new trust (the “Matrix 401(a) Trust”) for the 401(a) Plan with Matrix Trust Company as successor trustee, to transfer all assets of the 401(a) Plan to the Matrix 401(a) Trust, and to designate MassMutual as the successor trust administrator for the 401(a) Plan.

WHEREAS, the City Council intends to enter into a Trust Agreement between the City and Matrix Trust Company with respect to the 401(a) Plan, subject to any changes approved by the City Attorney (the “Matrix 401(a) Trust Agreement”), which will establish the Matrix 401(a) Trust.

WHEREAS, the City Council intends to establish a separate trust for the 415(m) Plan (the “415(m) Trust”) under a trust agreement with terms similar to the Matrix 401(a) Trust Agreement, subject to any changes approved by the City Attorney (the “415(m) Trust Agreement”).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD HEREBY RESOLVES AS FOLLOWS:

1. The City Council hereby establishes the Matrix 401(a) Trust and adopts the Matrix 401(a) Trust Agreement, under which Matrix Trust Company is appointed as trustee, effective June 1, 2019.
2. The City Council hereby designates MassMutual as the administrator of the Matrix 401(a) Trust.
3. The City Council hereby authorizes the adoption of the 415(m) Trust Agreement to establish the 415(m) Trust.
4. The City Council hereby authorizes the liquidation of the assets of the 401(a) Plan held and maintained under the PARS Trust Agreement and the transfer of all such assets to the Matrix 401(a) Trust, as soon as administratively practicable.
5. The City Council hereby authorizes the liquidation of the assets of the 415(m) Plan held and maintained under the City of Oxnard Excess Benefit Trust Agreement and the transfer of all such assets to the 415(m) Trust upon adoption of the 415(m) Trust Agreement, as soon as administratively practicable.
6. Upon the complete transfer of Plan assets, PARS is hereby removed as Trust Administrator and U.S. Bank, N.A. is hereby removed as Trustee of the City of Oxnard PARS 401(a) Supplemental Retirement Plan and the City of Oxnard Excess Benefit Plan.
7. The City Council hereby authorizes and directs the City Manager to take such actions and to prepare, execute and deliver all documents, subject to any changes approved by the City Attorney, which are deemed necessary or appropriate to effectuate the intent and purposes of the foregoing resolutions, and any such actions heretofore taken are hereby ratified.

PASSED AND ADOPTED THIS _____ day of _____, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Tim Flynn, Mayor

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

MASSMUTUAL ADMINISTRATIVE SERVICES AGREEMENT FOR DEFINED BENEFIT PLANS ON MUTUAL FUND PLATFORM

This Administrative Services Agreement ("Agreement") is made between Massachusetts Mutual Life Insurance Company ("MassMutual") and City of Oxnard ("Plan Sponsor") with respect to The City of Oxnard Retirement Plan ("Plan").

WHEREAS: The Plan Sponsor is the sponsor of the Plan, a defined benefit pension plan, and is (or is authorized to act for) the "administrator" of the Plan;

WHEREAS: The Plan's assets invested with under this arrangement with MassMutual will be held and invested in the mutual funds specified in Exhibit C ("Plan Investments"), as may be amended from time to time; and

WHEREAS: The Plan Sponsor desires to engage MassMutual to provide the administrative services described in this Agreement (the "Services") to the Plan, and MassMutual is willing to provide the Services in exchange for certain fees on the terms and conditions described by this Agreement.

THEREFORE: The Plan Sponsor and MassMutual effective as of the 11th day of April, 2019 hereby agree as follows:

1. ADMINISTRATIVE SERVICES

1.1 Description of Services: The Plan Sponsor hereby engages MassMutual to provide the administrative services described in Exhibit A ("Services") to this Agreement and the other accompanying exhibits. At all times, these Services are subject to review and approval by the Plan Sponsor and the legal, tax and other advisors of the Plan Sponsor, as the Plan Sponsor in its sole discretion, determines.

1.2 Plan Administrator's Guide: The Plan Sponsor hereby directs MassMutual to perform the Services in accordance with the policies, practices and procedures set forth in MassMutual's Plan Administrator's Guide, as the same may be amended by MassMutual from time to time. MassMutual agrees to provide Plan Sponsor with notice of any changes to the Plan Administrator's Guide, which may take the form of posting an amended Plan Administrator's Guide on MassMutual's plan sponsor website. In any matter not resolved by the language in the Plan Administrator's Guide, Plan Sponsor directs MassMutual, and MassMutual agrees to follow commercially reasonable standards.

1.3 Plan Sponsor Website/Paperless Services/Participant Access: The Plan Sponsor consents to MassMutual's use of electronic media for all Services provided under this Agreement to the extent permitted by law and it agrees to process transactions and transmit data and information to MassMutual using electronic media, via MassMutual's plan sponsor website or such other methods as may be agreed to by MassMutual. MassMutual may charge the Plan Sponsor additional fees if the Plan Sponsor does not process transactions using electronic media made available by MassMutual.

The Plan Sponsor directs MassMutual to allow participants access to internet services and toll-free telephone services which include a voice response unit and customer service professionals. MassMutual endeavors to make its electronic channels, voice response unit and customer service representatives available during normal business hours or such other times as determined by MassMutual. MassMutual is not responsible for the failure of these systems caused by events beyond its control.

MassMutual will act on any telephonic or electronic instructions it reasonably believes to be genuine. In order to prevent unauthorized access to its systems, MassMutual employs reasonable security procedures, such as plan sponsor ID numbers. MassMutual is not responsible for a loss that results if the Plan Sponsor's ID numbers or other security procedures are compromised. Plan Sponsor agrees to immediately notify MassMutual if the Plan Sponsor becomes aware of a security breach.

1.4 Distribution Services: As part of ongoing plan administration, MassMutual will provide terminating plan participants with information regarding their benefit options under the Plan. As part of this service, MassMutual will provide participants with estimated annuity payments and a notice regarding the tax consequences of various forms of distribution. Plan Sponsor authorizes MassMutual to provide participants information regarding individual retirement accounts and other rollover products available through MassMutual. In the event that a terminating participant invests in a rollover product, MassMutual may pay compensation to the Plan's agent or broker of record with respect to assets invested in such rollover product.

1.5 Information Sharing/Use of Corporate Logo: The Plan Sponsor authorizes MassMutual to provide the Plan's actuary (where the actuary is a party other than MassMutual) and other third-party advisors with information regarding the Plan, as requested by such persons. The Plan Sponsor authorizes MassMutual to use its name and logo in marketing materials solely for the purpose of identifying Plan Sponsor as a MassMutual customer. MassMutual agrees that such materials will not state or imply an endorsement of MassMutual products or services.

1.6 Plan Conversion: MassMutual will commence providing Services with respect to the Plan upon the completion of a conversion period during which all plan records required by MassMutual to perform the Services are transferred to MassMutual. During the conversion period, MassMutual may rely on data and any other information supplied by the prior service provider and

actuary. The details of the Plan's conversion to MassMutual, including the Plan Sponsor's directions with respect to the investment of Plan assets, and other terms and conditions for the conversion, are described in Exhibit B ("Plan Conversion Services") and Exhibit C ("Plan Investments").

2. INVESTMENT PROCEDURES

2.1 Investment of Plan Assets: The Plan Sponsor or its designee, and not MassMutual, is responsible for the investment of plan assets. Plan assets will be invested in the mutual funds, collective investment trusts and similar pooled investment vehicles available hereunder and selected by the Plan Sponsor or its designee ("Investment Options"), as described in Exhibit C ("Plan Investments"). The Plan Sponsor or its designee will be solely responsible for initial selection, ongoing monitoring, and the addition and removal of Investment Options from the Plan. The Plan Sponsor or its designee may amend its selections of the Investment Options on Exhibit C at any time by providing MassMutual an amended Exhibit C. The addition or subtraction of Investment Options is implemented on a date mutually agreed to by the Plan Sponsor or its designee and MassMutual which is not later than sixty (60) days after MassMutual receives the amended Exhibit C which reflects the change. MassMutual cannot accept any change it is unable to administer.

Notwithstanding any provision to the contrary herein, MassMutual will not delete, change or replace any investment option the Plan Sponsor has selected to be part of the Plan's menu of investment options (including share classes of a given plan investment option) without: (1) providing the Plan Sponsor with sixty days' written notice, and (2) obtaining the Plan Sponsor's consent to the proposed change, subject to the qualification that MassMutual can remove an investment option from the Plan's menu of investment options if the investment option is no longer available through merger or otherwise and further provided that the Plan Sponsor's failure to object will be treated as consent to the proposed change. If the Plan Sponsor affirmatively rejects the proposed change and MassMutual ultimately implements the change, the Plan Sponsor has the right to terminate this Agreement without application of a surrender charge or similar charge (a "penalty") and the Plan Sponsor will be provided with an additional sixty days from the effective date of the change to identify an alternative service provider. These conditions only apply to changes to plan investment options initiated by MassMutual.

Any plan investment option changes initiated by an investment provider other than MassMutual will be administered as follows. Unless the change is required by events beyond MassMutual's reasonable control, MassMutual will provide the Plan Sponsor with advance written notice of such change, typically sixty (60) days in advance of the effective date, including an explanation of the reason for, and the effective date of, the change and an opportunity to select other Investment Options available under this Agreement. If the change is required by events beyond MassMutual's reasonable control, MassMutual is not required to provide sixty (60) days-notice, but will provide notice as soon as practicable. For administrative purposes, MassMutual may communicate and process changes to the Plan's Investment Option's prior to the effective date of the change. If MassMutual notifies the Plan Sponsor of the discontinuance or liquidation of an Investment Option, and the Plan Sponsor fails to select a replacement Investment Option before the requested response date, the Plan Sponsor hereby directs MassMutual to transfer any plan assets invested in the Investment Option discontinued or liquidated to the Money Market until the Plan Sponsor provides further direction on the investment of those plan assets.

The Plan Sponsor directs MassMutual to treat any change to the Plan's Investment Options approved by the Plan Sponsor under the conditions set forth in this Agreement, as an amendment to Exhibit C.

As a result of entering into a contractual relationship with MassMutual, the Plan is directing MassMutual to reinvest any mutual fund dividends or capital gains distributions payable on the shares of any mutual fund in the form of additional shares, if available, and credit to the Plan the dividends and distributions. The Plan Sponsor hereby instructs that all such dividends and capital gains distributions be paid and credited as described above, so long as available.

2.2 Transfers Between Investment Options: Subject to the other provisions of this Agreement, including but not limited to the requirement that MassMutual confirm its ability to administer any proposed investment change, MassMutual generally processes investment instructions to exchange assets between those Investment Options already selected by the Plan Sponsor at the value determined at the close of the New York Stock Exchange (usually 4:00 p.m. Eastern Time) that next follows the receipt by MassMutual of the investment instructions in good order. Thus, if MassMutual receives investment instructions in good order before the close of the New York Stock Exchange on a business day, the transaction generally receives the unit value of the Investment Option in question determined as of the market close on that day, earlier times may apply to certain Investment Options. If investment instructions are received in good order after the New York Stock Exchange closes, or on a day when it is not open, the transaction receives the unit value of the Investment Option in question determined as of the market close on the next day the New York Stock Exchange is open. If investment instructions are not processed on a business day for reasons beyond MassMutual's reasonable control, including without limitation, market conditions, the size of the trade or that the order is not accepted for any reason by the Investment Option in question, the instructions will be processed at the value determined at the close of the New York Stock Exchange on the next business day or as soon, thereafter, as is feasible.

2.3 Frequent Trading Policy: In order to comply with the prohibitions on market timing and frequent trading enforced by the managers of certain Investment Options or the underlying investments, MassMutual applies controls that prohibit Plan Sponsors from transferring into certain Investment Options if the Plan Sponsor has transferred into and out of the Investment Option within the previous sixty (60) days (the "Frequent Trading Policy"). A description of the Frequent Trading Policy is available to the Plan Sponsor upon request. In addition, the Plan Sponsor agrees and acknowledges that the managers of the Investment Options may require MassMutual to impose different or additional trading restrictions or to prohibit further trading at any time. MassMutual may revise the Frequent Trading Policy, as necessary, to comply with new investment manager or legal requirements.

2.4 Competing Investment Options: Transfers between Investment Options that are competing funds may be restricted, where such transfers could adversely impact the returns of investors. This restriction may be in lieu of, or in addition to, similar restrictions that may be found in any investment agreement, the prospectus, and other documents governing the Investment Options. The Plan Sponsor acknowledges that MassMutual will enforce such restrictions in providing the Services under this Agreement.

3. PLAN SPONSOR'S RESPONSIBILITIES

3.1 Instructions, Information and Data: The Plan Sponsor will provide MassMutual with all necessary instructions, information and data in a timely fashion and in good order. The information or data required in a given situation is described in this Agreement, the Exhibits, the Plan Administrator's Guide, or as otherwise communicated by MassMutual. The Plan Sponsor must immediately notify MassMutual if the Plan Sponsor believes MassMutual has not properly processed instructions.

For purposes of this Agreement, "in good order" means an instruction that includes all information reasonably required by MassMutual to give effect to the instruction and is in a format mutually agreeable to the parties. MassMutual has no duty to verify whether instructions, information or data it receives from the Plan Sponsor is properly authenticated, accurate and complete or that it is in receipt of all necessary instructions. MassMutual may fully rely on instructions, information and data provided by the Plan Sponsor, its representatives and other authorized third parties. If MassMutual determines that an item is not in good order, MassMutual will bring this to the Plan Sponsor's attention and will inform the Plan Sponsor of what additional information or data is required before it can act. The Plan Sponsor is responsible for any expense or claim that results from the Plan Sponsor's failure to provide instructions, information or data in a timely fashion and in good order. MassMutual is not responsible for a loss that results from carrying out instructions received from the Plan Sponsor, its representatives or authorized third parties.

In carrying out its responsibilities under this Agreement, MassMutual will act upon the directions of the Plan Sponsor's representatives designated by the Plan Sponsor to act on its behalf. MassMutual will rely upon the continuing authority of such representatives until otherwise notified in writing. MassMutual may act upon written directions of the Plan Sponsor or its representatives (in original or by facsimile transmission) or upon oral or telephonic instructions, or electronically transmitted instructions that MassMutual reasonably believes to be genuine.

3.2 Contributions: The Plan Sponsor is responsible for all required contributions and other amounts due to the Plan, and will remit or cause to be remitted all such sums to the Plan on a timely basis in full compliance with relevant federal and state law and regulations, including but not limited to the Internal Revenue Code, as amended ("Code").

3.3 Multiple Plans and Controlled Groups: The Plan Sponsor will inform MassMutual of other retirement plans it sponsors and controlled groups or affiliated service groups of which it is a member.

3.4 Required Reporting and Communications: This Agreement does not affect which party has ultimate responsibility for a report or participant communication. However, MassMutual will assist the Plan Sponsor with the preparation of reports and participant communications as described in Exhibit A. The Plan Sponsor is obligated to review in a timely manner reports and communications prepared by MassMutual and inform MassMutual of any errors or discrepancies. The Plan Sponsor is responsible for providing participants, including terminated participants, all legally required disclosures, communications and other information (e.g., summary plan descriptions, summary annual reports, annual funding notice, benefit statements). MassMutual only provides the communication materials and statements expressly described in this Agreement (including the Exhibits) and the Plan Administrator's Guide. MassMutual does not make any representations as to whether such communication materials and statements satisfy the requirements under applicable laws and regulations.

3.5 Notice of Plan Events: The Plan Sponsor must notify MassMutual as far in advance as practicable of events that may impact the Services provided under this Agreement. Such events include corporate reorganizations or restructurings, early retirement programs, lay-offs, plan freezes, and plan terminations.

3.6 Third-party Service Providers: The Plan Sponsor may engage third-parties to provide services to the Plan. The Plan Sponsor agrees that any third-party administrator or other person engaged by the Plan Sponsor to provide services to the Plan is not, and will not be deemed to be, MassMutual's agent or subcontractor and MassMutual is not responsible for the third-party's acts or omissions with respect to the Plan. MassMutual may subcontract the Services it provides under this Agreement.

3.7 Missing Participants: In the event that MassMutual cannot from its records ascertain the whereabouts of a participant or beneficiary entitled to a distribution from the Plan, MassMutual will notify the Plan Sponsor. The Plan Sponsor is responsible for locating missing participants and directing MassMutual as to the disposition of missing participants' benefits.

3.8 Certification: In the event of a request by the Plan Sponsor for a transfer of any Plan assets to a new trustee, custodian or insurance company, the Plan Sponsor or a delegate of the Plan Sponsor will, in a written notice delivered to MassMutual: (i) designate the trustee, custodian or insurance company that is to receive the transfer; and (ii) certify that the amount so transferred is to be used to provide benefits for those participants and beneficiaries who would be entitled to benefits under the Plan and such Plan, in the opinion of the Plan Sponsor or its delegate, continues to meet the applicable qualification requirements of the Code. MassMutual will be entitled to rely conclusively upon such certification.

4. FEES

4.1 Fee Schedule: Descriptions of the fees and other revenue MassMutual receives in connection with the Services provided to the Plan Sponsor and the Plan pursuant to this Agreement may be found in Exhibits C ("Plan Investments"), D ("Fees"), F

("MassMutual Retirement Services Float Policy"), and H ("Approval Services"). MassMutual reserves the right to assess fees for services it renders which are not contemplated by this Agreement.

4.2 Method of Payment: The Plan Sponsor certifies that reasonable administrative expenses and fees may be paid from plan assets. To the extent the Plan is prohibited from paying amounts due MassMutual from plan assets, the Plan Sponsor will pay the amount due from its own assets. In the absence of notice provided by the Plan Sponsor, MassMutual will deduct from plan assets amounts owed for expenses and fees. Instead of deducting expenses and fees from plan assets, the Plan Sponsor may provide notice to MassMutual in a form satisfactory to MassMutual that it is electing to directly pay the expenses and fees. In such case, amounts are due and payable by the Plan Sponsor within thirty (30) days from the date of the invoice from MassMutual. If fees and expenses have not been paid within thirty (30) days from the date of the invoice, MassMutual will withdraw the amount of the unpaid fees and expenses and all future expenses from plan assets.

4.3 Modification of Fees: The fees set forth in Exhibit D are effective for 3 year(s) from the effective date of this Agreement and is executed contingent upon the assumptions regarding plan assets, cash flow, and Investment Options on which the fees are based at time of conversion. If these factors are not consistent with these assumptions, MassMutual reserves the right to increase fees. Thereafter fees are subject to change upon sixty (60) days advance written notice provided by MassMutual to the Plan Sponsor. This notice will consist of a revised fee schedule. In addition to the fees set forth in Exhibit D, if MassMutual increases any other compensation it receives from the Plan, whether directly or indirectly, including compensation received from the Plan's Investment Options, MassMutual will provide the Plan Sponsor with sixty (60) days advance notice of the increase. The Plan Sponsor may terminate its Contract without penalty if the changes are not acceptable.

4.4 Investment Fees: Under the arrangements between MassMutual and the sponsors of the Investment Options offered under this Agreement, MassMutual receives certain fees from a sponsor, manager or other service provider to the investment vehicles in exchange for providing administrative and other services. Amounts received by MassMutual as of the effective date of this Agreement are disclosed by MassMutual as part of the fee disclosure that MassMutual has agreed to provide and which you received from MassMutual (currently disclosed on the Cost and Revenue Disclosure document under the column *Annual Administrative Services Revenue*). These fees represent a portion of the fees assessed against all of the shareholders or investors in these underlying investment vehicles and are separate from fees paid to MassMutual by the Plan under this Agreement. The Plan Sponsor acknowledges that it has taken these fees into consideration in determining, if overall, the fees paid by the Plan under this Agreement are reasonable. From time to time, MassMutual may renegotiate these fees under such arrangements without the approval of the Plan Sponsor. MassMutual will disclose to the Plan Sponsor any change to the renegotiated fees.

4.5 Disclosure of Fees: The attached Exhibits contain a detailed description of all the fees collected under this Agreement. MassMutual also provides or makes available to you materials that describe additional revenue MassMutual receives, including revenue received with respect to the Plan's investments.

4.6 Float: MassMutual's policy is to process contributions to and distributions from the Plan as quickly as possible. Pending the processing of contributions and distributions, funds may be invested in short term instruments such as institutional money market funds. It is MassMutual's policy to retain any earnings ("float") that accrue on these short term investments. The Plan Sponsor acknowledges that it has taken this float into consideration in determining the reasonableness of the fees paid by the Plan under this Agreement. MassMutual Retirement Services Float Policy is attached as Exhibit F.

5. CUSTODY OF PLAN ASSETS

5.1 Custody of Assets: Plan assets administered by MassMutual under this Agreement are held by a trustee or custodian appointed by the Plan Sponsor. MassMutual maintains an arrangement with a trustee and custodian for use by the Plan. The responsibilities and obligations of the trustee and/or custodian are governed by a separate agreement between the Plan Sponsor and the trustee and/or custodian.

6. AMENDMENT AND TERMINATION

6.1 Amendment: This Agreement may be amended, at any time, by a written agreement of the parties. In addition, acceptance by Plan Sponsor of Services with respect to a Plan and changes to the Plan's Investment Options by the Plan Sponsor's designee will be deemed to be acceptance by Plan Sponsor of corresponding changes to Exhibits A, C and D, as applicable. Finally, MassMutual may amend this Agreement by providing the Plan Sponsor written notice of an amendment one hundred twenty (120) days prior to its effective date. If the amendment is not acceptable to the Plan Sponsor, the Plan Sponsor may terminate this agreement. In the absence of written notice to terminate this agreement delivered to MassMutual before the applicable effective date of an amendment, the Plan Sponsor will be deemed to have approved such amendment. Amendment to the terms of this Agreement may be documented in an addendum to this Agreement.

6.2 Term and Termination: This Agreement commences as of the earliest of the date, (i) so indicated on the first page, (ii) it is executed by the Plan Sponsor, or, (iii) if this is a new relationship, the date funds are deposited with the Trustee. This Agreement continues until terminated by either party.

At any time, MassMutual or the Plan Sponsor may terminate this Agreement by providing the other party written notice of its intent, subject to Section 4.3 and Exhibit D. Appointment of a successor by the Plan Sponsor to provide the Services described in this Agreement effectively terminates this agreement. Termination is effective sixty (60) days from the date notice is received by the other party, unless the parties select another date mutually agreeable to both. If the Plan Sponsor is terminating this agreement because it objects to an amendment by MassMutual, it may terminate the Agreement by delivering thirty (30) days notice to MassMutual. MassMutual will continue to provide administrative services through the termination date, will be entitled to fees, and will cooperate in

the conversion of the Plan to the new service provider to the extent mutually agreeable to both parties. MassMutual will provide any outstanding reports to the Plan Sponsor within ninety (90) days of the termination date.

7. LIABILITY; INDEMNIFICATION; DISPUTE RESOLUTION

7.1 Scope of MassMutual's Responsibility under this Agreement: MassMutual has no duties or obligations with respect to the Plan other than those duties and obligations specifically set forth in this Agreement. Without limiting the foregoing, MassMutual has no responsibility for any of the following: the deductibility of the Plan Sponsor's contributions made to the Plan; the continued qualification of the Plan; the accuracy of data supplied to MassMutual by the Plan Sponsor or its representatives and other authorized third parties, at any time prior to or during the term of this Agreement; the payment of interest, penalties or excise taxes arising from the failure of the Plan Sponsor to comply with any of the Plan Sponsor's responsibilities under this Agreement or applicable law; or joint testing of additional plans maintained by the Plan Sponsor, but administered by someone other than MassMutual. MassMutual does not warrant, verify or accept responsibility for administrative services provided to the Plan Sponsor prior to the engagement of MassMutual.

7.2 Fiduciary Status: The Plan Sponsor acknowledges that it is the plan fiduciary and plan administrator within and pursuant to the meaning of relevant law, with the authority to select service providers and plan investments. It is the intent of the parties that in performing its non-discretionary administrative services for the Plan under this Agreement, MassMutual: (i) acts solely as a non-fiduciary service provider to the Plan Sponsor implementing the instructions and directives it receives from the Plan Sponsor; (ii) is neither a fiduciary nor a plan administrator as these terms are defined in the relevant law; and (iii) has no discretion in matters of plan administration and management including, but not limited to, interpretation of the plan document, the application of law and the investment of plan assets. The parties intend that discretion in these, and all other matters, lie exclusively with the Plan Sponsor. The Plan Sponsor is responsible for appointing a plan administrator who has discretionary authority in the administration of the Plan. The Plan Sponsor may also retain other service providers with whom MassMutual will work to service the Plan, including investment advice providers and directed trustees. These service providers may assume fiduciary responsibility with respect to the Plan and while MassMutual may provide the Plan Sponsor with revenue information with respect to these service providers, they are neither affiliates of, nor subcontractors for, MassMutual. MassMutual does not give legal, accounting, or tax advice and the Plan Sponsor should consult its own legal, accounting and tax advisors.

The Plan Sponsor further acknowledges and agrees that all information about the Investment Options (including performance data) are provided to the Plan Sponsor to enable the Plan Sponsor to independently assess the Investment Options and make investment decisions in connection with the Plan. MassMutual is not authorized and will not make recommendations that the Plan Sponsor may rely on as a primary basis for investment decisions. In making the investments under our products available, MassMutual is not acting as a fiduciary to the Plan. The Plan Sponsor or its delegate is responsible for selecting the Investment Options that are available under the Plan.

7.3 Indemnification: MassMutual agrees to indemnify and to defend the Plan with respect to any loss or liability including reasonable legal expenses ("Indemnified Costs") arising from a claim or legal action asserted against the Plan, Plan fiduciaries or Plan Sponsor based upon the negligence or willful misconduct of MassMutual in performing its duties under this Agreement. In its turn, the Plan Sponsor agrees that the Plan Sponsor, and to the extent permitted by law the Plan, shall indemnify and defend MassMutual and its agents with respect to any Indemnified Costs arising from a claim or legal action asserted against MassMutual or its agents in performing its duties under this Agreement, except to the extent such Indemnified Costs are the result of the negligence or willful misconduct of MassMutual. A party ("the indemnified party") will lose its right to seek indemnification and defense under this section regarding a particular claim or legal action unless it promptly notifies the other party within thirty (30) business days after the indemnified party becomes aware of such claim or action.

7.4 Informal Resolution: If a dispute concerning the performance of duties under this Agreement should arise between the Plan Sponsor and the Plan, on the one hand, and MassMutual on the other, both parties agree that every effort will be made to reach an informal resolution of the matter that is fair and equitable to both parties.

7.5 Limitation for Mitigation of Damages: The right to indemnification for a loss or liability, or to a payment or an award in mediation or arbitration between MassMutual and the Plan, and the Plan Sponsor or its agents, is limited to damages arising directly from a breach of this Agreement. The right to damages under this Agreement does not extend to punitive, consequential, incidental, indirect or special damages. Both parties have a duty to mitigate damages.

7.6 Statute Of Limitations: Subject to applicable law, no lawsuit or other action may be brought by either party hereto, or on any claim or controversy based upon or arising in any way out of this Agreement, after one (1) year from the date on which the cause of action arose regardless of the nature of the claim or form of action, whether in contract, tort (including negligence) or otherwise; provided, however, the foregoing limitation shall not apply to the collection of any amounts due under this Agreement.

8. GENERAL PROVISIONS

8.1 Severability and Validity Agreement: If the parties determine that a provision of this Agreement is open to more than one interpretation, the provision must be interpreted in a manner consistent with applicable law. The finding of a court of law or other legal body that a provision of this Agreement is unenforceable in a jurisdiction, does not affect the validity of the remaining provisions of the Agreement and the remaining provisions will continue to be enforced in all other jurisdictions. Where a provision of the Agreement is found to be unenforceable, MassMutual and the Plan Sponsor agree to substitute new language in the place of such provision that, as closely as possible, reflects the provision's original intent and economic impact. The failure of either MassMutual or the Plan

Sponsor to enforce a provision of this Agreement does not constitute a waiver of the provision and does not affect the validity of this Agreement.

8.2 Assignment: Either party may assign this Agreement by providing at least ninety (90) days prior written notice to the other.

8.3 Force Majeure: The performance of the respective duties of MassMutual and the Plan Sponsor under this Agreement are excused for any period of time during which performance is impossible due to events beyond the control of either party. This includes, but is not limited to, floods, fire, earthquakes and other natural disasters; power outages; the malfunction of communication facilities; and the closing of stock exchanges.

8.4 Third Parties: This Agreement does not impose duties upon or create rights in any person or entity except MassMutual and the Plan Sponsor.

8.5 Electronic Signatures: An electronic format may be used for the execution of necessary documents or where approval of the Plan Sponsor or a participant is required.

8.6 Written Notices: Written notices required under this Agreement must be delivered by a nationally recognized overnight courier service (costs prepaid) to MassMutual; Attention: Executive Vice President for Workplace Solutions, 1295 State Street, Springfield, Massachusetts 01111; and to the Plan Sponsor; Attention: the person designated as the Plan's primary contact at the most recent address on record with MassMutual. The date of a written notice is the date it is received by the recipient. Written notices may be sent by other means, including facsimile or e-mail with confirmation of transmission if this is acceptable to the party receiving the notice. The person designated to receive notice may be changed by providing notice to the other party.

8.7 Plan Sponsor Representations: The Plan Sponsor acknowledges that it is the plan fiduciary responsible for the selection of and monitoring of service providers and the Investment Options for the Plan, and represents that: (i) it is a fiduciary within the meaning of applicable law with respect to the Plan; (ii) it is independent in all respects of MassMutual and all affiliates of MassMutual; and (iii) it has not relied on any advice or recommendation of MassMutual or any affiliates of MassMutual as a basis to enter into this Agreement or with respect to the selection of the Investment Options offered under the Plan.

8.8 Governing Law: The validity and interpretation of this Agreement and the rights and duties of the parties are governed by the laws of the State of California without applying the principles of conflict of laws.

8.9 Venue and Jurisdiction: In the event of litigation, MassMutual and the Plan Sponsor consent to the venue in and to the exclusive jurisdiction of the courts of the State of California, including the Federal District Court for California.

8.10 Records Retention: MassMutual will retain records with respect to the Plan as required under applicable law. MassMutual confirms that the records belong to the Plan and MassMutual will make available the records with respect to the Plan upon a request by the Plan Sponsor at all times during this Agreement, and MassMutual will deliver such records to the Plan Sponsor or its designee, provided that MassMutual may charge the Plan for its reasonable administrative expenses incurred in connection with the delivery of such records as described in Exhibit D. Similarly, for other record requests that are outside the scope of MassMutual's standard services listed in Exhibit A, additional fees may apply as described in Exhibit D.

8.11 Provisions Survive Agreement: The provisions of Sections 6, 7 and 8 of this Agreement will survive and continue to govern the rights of all parties in the event of the termination of this Agreement.

8.12 Participant Defined: A participant is any person with an accrued benefit under the Plan, which includes beneficiaries and alternate payees under qualified domestic relations orders.

8.13 Headings: The headings in this Agreement are for reference only and are not intended to affect the interpretation of its language.

8.14 Plan Sponsor Acknowledgement: The Plan Sponsor acknowledges and agrees that it received from MassMutual, before the execution of this Agreement, sufficient information to make an informed decision as to whether the aggregate of the direct and indirect compensation received by MassMutual in connection with Services constitutes reasonable compensation.

8.15 Entire Agreement: This Agreement, together with the Exhibits selected below, represents the entire understanding between MassMutual and the Plan Sponsor regarding the provision of the Services to the Plan. There are no understandings, covenants, or warranties with respect to the Services beyond those explicitly described in this Agreement and the Exhibits. The execution of this Agreement revokes any existing agreement with respect to the Services between the parties. The Plan Sponsor agrees to the following Exhibits to this Agreement:

Required Exhibits

Exhibit A – Administrative Services
 Exhibit B – Plan Conversion Services
 Exhibit C – Plan Investments
 Exhibit D – Fees
 Exhibit E – Compensation Paid By MassMutual
 Exhibit F – MassMutual Retirement Services Float Policy
 Exhibit G – Not Applicable

Exhibit H – Qualified Domestic Relations Order Approval Services
Exhibit I – Not Applicable
Exhibit J – Not Applicable
Exhibit K – Fee Roadmap
Exhibit L – Not-Applicable

The Plan Sponsor certifies that it has the power and authority to enter into this Agreement. The person signing below as the Plan Sponsor's representative warrants, as an individual, that he or she is the Plan Sponsor's representative authorized to sign this Agreement and that his or her signature is genuine.

SIGNATURES:

In Witness Whereof: MassMutual and the Plan Sponsor have caused this Agreement to be executed by their duly appointed officer or representative effective as of the date executed by both parties.

For Massachusetts Mutual Life Insurance Company



Keith McDonagh, Senior Vice President

April 23, 2019

Date

Legal Name of Plan Sponsor: City of Oxnard

Contract Number: 021099-0001-0001

For the Plan Sponsor:

Signature

Date

Printed Name and Title

Exhibit A: Administrative Services

Recordkeeping Services

- **Plan Transition Services**
 - Communication Assistance
 - Data Services
 - Data Consulting
 - Data Validation
 - Data Transmission Report
 - Electronic Transmission of historical data
 - Dedicated Transition Manager
 - Participant Benefit Initiation
 - Plan Document Services
 - Service Initiation
 - Data Exchange**
 - Receive eligible employee data via periodic payroll interfaces
 - Real time service and compensation updates based on timing of feeds from Plan Sponsor (dependant upon plan's definition of service and compensation)
 - Online benefit activity and beneficiary updates
- **Ongoing Administrative Services**
 - Distribution Processing
 - Single Sum Payments
 - Monitoring, Calculation and Payment of all Required Minimum Distribution
 - Repetitive payments by EFT (preferred method) or check
 - 1099R Tax Information for Participant
 - Federal, State and local income tax reporting
 - IRS reporting (as applicable)
 - Maintenance on retiree accounts
 - Address and Bank Information updates
 - Final Benefit Calculations inclusive of all election forms/ tax notices/regulatory notices
 - QDRO Processing
 - Ongoing Data Management
 - PIN generation for newly eligible employees
 - Estimate requests via the Participant Website
 - Data Exchange**
 - Receive eligible employee data via periodic payroll interfaces
 - Real time service and compensation updates based on timing of feeds from Plan Sponsor (dependant upon plan's definition of service and compensation)
 - Online benefit activity and beneficiary updates
- **Plan Deconversion Services**
 - Contract Liquidation and Asset Transfer
 - Data Transfer

Participant Services

- **Ongoing Administration Services**
 - Participant Information Center (PIC)
 - Customer Service Professionals to answer participant telephone calls
 - Multilingual support
 - 8 am to 8 pm Eastern Time, Monday through Friday
 - Participant Retirement Planning Website Access (24/7/365)
 - Online, interactive benefit modeling via the Participant Website
 - Touchtone Telephone Service
 - Toll free 800# Automated Phone System (24/7/365)
 - Access to benefit information
 - Participant Statements
 - Annual Participant Statements or Cash Balance Statements to Active Participants
 - Annual Total Retirement Projection Statements (if applicable)
- **Communication and Education Services**
 - Education Meetings
 - Educational Material and Services Access
 - MassMutual RetireSMARTSM Ready

**Data Exchange available for plans in excess of 10 million in DB assets or combined Total Retirement Services assets

- Social Media

Plan Sponsor Services

- **Ongoing Administration Services**
 - Dedicated Service Team
 - Investment Consulting
 - Investment Processing and Account Maintenance
 - Contribution Deposit processing
 - Directed Investment Transfers
 - Asset Rebalancing/Strategic Rebalancing
 - Plan Expense Administration
 - Payment Services
 - Payroll Remittance Support
 - Termination/Retirement Notification Services
 - Third-Party QDRO Approval Service (available for additional fees, see Exhibit D)
 - Vesting Calculation Service
- **Communication & Education Services**
 - Client Financial Reports
 - Quarterly
 - Calendar Year
 - Plan Year
 - Plan Sponsor Newsletter
 - Plan Sponsor Website Access (24/7/365) Online Reporting
 - Daily Valuation of Assets under management at MassMutual
 - Due Diligence reports and fact sheets
 - Contract level financial/investment information
 - Online payment register of all retiree/lump sum payments
 - Online Interactive Benefit Modeling
 - Plan Sponsor Administrative Guide
- **MassMutual Regulatory Advisory ServicesSM**
 - Fiduciary Planning Guide
 - Plan Administration Guide
 - Sponsor-requested Participant Mailings (available for additional fees, see Exhibit D)
 - Third-Party Statement on Standards for Attestation Engagements No. 16 (SSAE 16)
 - White Papers & Technical Guidance

Investment Services

- **Ongoing Administration Services**
 - Annual asset/liability management review (completed in conjunction with the annual actuarial valuation reports)
 - Automatic investment rebalancing
 - Multiple manager investment product offering
 - Plan Sponsor and Participant Fee Disclosures - Maintenance of data for plan sponsor and participant fee disclosures
 - Strategic Asset Allocation Management
 - Third-Party, Additional Investment Options
 - White papers

Manual Benefit Calculation Services

- **MassMutual Interim Transition Process**
 - Review plan documents and sample benefit calculations
 - Prepare Plan Provision Guide
 - Process and Quality Control Manual benefit calculations (up to 3 per month, fees will be assessed for additional calculations)
 - Fulfillment and mailing of Election packages
 - Manual Calculation timing approximately 30 business days
- **City of Oxnard Interim Transition Process**
 - Submit requests only for participants eligible for retirement
 - Triage Participant phone calls
 - Signoff on Plan Provision Guide(s)
 - Data process – provide data to MassMutual via data sheet

Exhibit B: Plan Conversion Services

- Dedicated Transition Manager
 - Manages all phases of conversion process
 - Establishes responsibilities (including those of your current recordkeeper)
 - Sets target dates
- Data files are tested before actual data is exchanged
- Complete reconciliation before establishing accrued benefits on MassMutual's record keeping system
- Work with your payroll department or vendor to establish the workflow for submitting data electronically
- Introduce Service Team

Plan Provision Guide: During the plan conversion, MassMutual will complete a Plan Provision Guide (PPG) which reflects MassMutual's understanding of the plan document. MassMutual will rely upon the PPG with regard to all aspects of plan administration. The Plan Sponsor must review the PPG and confirm that it is an accurate interpretation of the plan document.

Reliance on Information: The process of converting the Plan to MassMutual's systems is subject to the provisions of Section 3.1 of this Agreement.

Existing Matters: The Plan Sponsor warrants that it has notified MassMutual of existing matters regarding the Plan of a material nature including, but not limited to, recent or pending plan examinations conducted by the Internal Revenue Service or the U. S. Department of Labor; legal claims asserted against the Plan or the Plan Sponsor by a participant or other party; or the existence of any situation that would otherwise constitute a "prohibited transaction" under section 406 of The Employee Retirement Income Security Act if ERISA was applicable. MassMutual has no responsibility for pending claims or losses in existence on the date this Agreement is executed.

Exhibit C: Plan Investments

Contributions and Transferred Assets: Employer Contributions and assets administered by MassMutual under this Agreement will be invested in the Investment Options below, in accordance with written instructions provided by the Plan Sponsor.

INVESTMENT OPTION (LINE UP TBD)	Ticker
MM S&P Mid Cap Index (Nrtm Tr)	TBD
Select TRP/LS Blue Chip Growth	TBD
500 Index (Vanguard)	TBD
Small Cap Index (Vanguard)	TBD
Non-Client SAGIC Core Bond	TBD
Premier High Yield (Barings)	TBD
Washington Mutual (American Funds)	TBD
Floating Rate (Lord Abbett)	TBD
International Growth (Vanguard)	TBD
Income (PIMCO)	TBD
Instl Lrg Cp Grwth	TBD

Disbursements and Transfers:

Reporting: Reports are available on MassMutual's plan sponsor website showing deposits and withdrawals from the Investment Options, and strategic rebalancing if the Plan Sponsor has elected this service. MassMutual will provide an annual report of all deposits and withdrawals made with respect to the Plan.

Changes to Plan Investments: The Plan Sponsor may add or remove the Investment Options in which the Plan's assets are invested by submitting an amended Exhibit C to MassMutual from time to time. Any revised Exhibit C must be signed by the Plan Sponsor or its authorized representative. The addition or subtraction of Investment Options is implemented on a date mutually agreed to by the Plan Sponsor and MassMutual which is not later than sixty (60) days after MassMutual receives the amended Exhibit C which reflects the change.

Investment Advisor or Other Person as Authorized Representative: The Plan Sponsor may designate an investment advisor or other person to be the Plan Sponsor's authorized representative with discretion to direct MassMutual as to the investment of the Plan's assets among the Investment Options by providing verification of this person's authority in a manner acceptable to MassMutual. Unless otherwise directed, MassMutual shall be authorized to accept and execute without inquiry instructions given by the Plan Sponsor's authorized representative as to the allocation of the Plan's assets among the Investment Options on this Exhibit C and such authorized representative shall also be authorized to deliver to MassMutual a new amended Exhibit C changing the selection of Investment Options in which the Plan's assets may be invested. MassMutual shall be entitled to rely on any information or instructions provided by the Plan Sponsor's authorized representative without inquiry until instructed otherwise in writing. If the Plan Sponsor designates an authorized representative hereunder, the Plan Sponsor is solely responsible for determining the qualifications and compensation of such representative and MassMutual shall have no responsibility therefore.

MassMutual's Role: MassMutual does not provide investment advice to the Plan and has no discretion with regard to the selection of the Investment Options in which plan assets are invested. MassMutual's role is limited to carrying out the investment instructions of the Plan Sponsor. MassMutual, or its affiliates, may serve as the investment manager to the Investment Options in which the Plan is invested. However, MassMutual does not act as an investment advisor to the Plan. From time to time, MassMutual may provide informational materials regarding the Investment Options to the Plan Sponsor or its authorized representatives. Such material is informational or educational in nature and does not constitute investment advice.

Exhibit D: Fees

Charges for Standard Administrative Services:

Annual Asset Charge: An asset charge at an effective annual rate of .05% of total assets, will be deducted from plan assets in the same manner specified on Exhibit C under "Disbursements and Transfers" on a monthly basis.

Effective July 1, 2019, the above asset charge will change as follows - an annual asset charge of .10% of total assets, will be deducted from plan assets in the same manner specified on Exhibit C under "Disbursements and Transfers" on a monthly basis

Special and Optional Services and Related Charges:

Reporting and Access	Fee
Roll up Financial Reporting	\$50 per Report
Backup documentation for audit purposes in excess of 20 participants	\$50 for each additional sample
Contract Liquidation Factors	\$125 per request for any calculation in excess of one per calendar month
Contract Liquidation Value Estimate Charges	\$125 per hour charge

Installation Services	Fee
Transition of hard copy data into electronic files	Hourly charge, quoted upon request
Manual Data Clean up to ensure benefit quality	Hourly charge, quoted upon request

Administrative Services	Fee
Data Cleanup due to client submission error	Hourly charge, quoted upon request
Re-Calculation of benefits due to Client Data Submission error (i.e. Salary, Service, Commencement Dates)	Hourly charge, quoted upon request
Re-Calculation of deferred vested benefits previously certified as part of Installation process	Hourly charge, quoted upon request
Address Searches for previously lost participants	\$3.00 per search
Customization of Benefit forms	Quoted upon Request
Domestic Relation Order Qualification (separate Service Agreement required)	\$600 per Domestic Relations Order

MassMutual Regulatory Advisory Services	Fee
Plan Restatement for Existing MassMutual Pre-Approved Plan Document	Minimum Flat Charge – \$4,500 and/or Minimum Hourly Charge – \$395
Plan Restatement for Existing MassMutual Individually Designed plan	Minimum Flat Charge – \$5,250 and/or Minimum Hourly Charge – \$395
Plan Restatement for Conversion to MassMutual Pre-Approved Plan or Individually Designed Plan Document	Minimum Flat Charge – \$6,500 and/or Minimum Hourly Charge – \$395
Regulatory Plan Amendments for Existing MassMutual Pre-Approved Plan Document	Minimum Flat Charge – \$500 and/or Minimum Hourly Charge – \$395
Regulatory Plan Amendments for Existing MassMutual Individually Designed plan	Minimum Flat Charge – \$500 and/or Minimum Hourly Charge – \$395
Regulatory Plan Amendments for Plan Conversion to MassMutual Document	Minimum Flat Charge – \$500 and/or Minimum Hourly Charge – \$395

Discretionary Plan Amendments for Existing MassMutual Plan Document	Minimum Flat Charge – \$500 and/or Minimum Hourly Charge – \$395
Discretionary Plan Amendments for Plan Conversion to MassMutual Document	Minimum Flat Charge – \$500 and/or Minimum Hourly Charge – \$395
Summary Plan Description for Existing MassMutual Pre-Approved Plan Document	Minimum Flat Charge – \$1,450 and/or Minimum Hourly Charge – \$395
Summary Plan Description for Existing MassMutual Individually Designed plan	Minimum Flat Charge – \$1,700 and/or Minimum Hourly Charge – \$395
Summary Plan Description for Conversion to MassMutual Pre-Approved Plan or Individually Designed Plan Document	Minimum Flat Charge – \$2,500 and/or Minimum Hourly Charge – \$395
Summary of Material Modifications for Existing MassMutual Pre-Approved Plan Document	Minimum Flat Charge – \$500 and/or Minimum Hourly Charge – \$395
Summary of Material Modifications for Existing MassMutual Individually Designed plan	Minimum Flat Charge – \$500 and/or Minimum Hourly Charge – \$395
Summary of Material Modifications for Conversion to MassMutual Pre-Approved Plan Document or Individually Designed Plan Document	Minimum Flat Charge – \$500 and/or Minimum Hourly Charge – \$395
Non-MassMutual Plan Document Review/Assistance	Minimum Hourly Charge – \$395
Form 5300 or Form 5307 Production Assistance	Minimum Flat Charge – \$1500 and/or Minimum Hourly Charge – \$395; excludes IRS filing fee
Corrective Action Program Assistance (IRS EPCRS program)	Minimum Hourly Charge – \$300 per hour; excludes IRS filing fee
Consulting on merger, acquisition, spin-off assistance and conversion to an alternate type of defined benefit plan (i.e. Traditional to Cash Balance)	Minimum Hourly Charge – \$300 per hour

Consulting / Project Services

MassMutual will perform work on an hourly basis, as requested by the Plan Sponsor, based on expertise required for projects that are not listed as a Standard Service.

Below are the Hourly Rates:

Enrolled Actuary	\$400
Actuarial Analyst	\$200
Account Manager	\$200
Benefit Calculation	\$200
Data Management	\$200

Payment of Fees: All fees and expenses, except as otherwise provided for in this Agreement, may either be paid by the Plan Sponsor or deducted from Plan Assets. Settlor expenses must be paid by the Plan Sponsor and cannot be paid from plan assets. The Plan Sponsor must confirm the fee type (settlor vs. non-settlor) prior to the commencement of any service. Fees and expenses not paid within 30 days from the date of the invoice may be withdrawn from plan assets (except for settlor expenses or as otherwise provided for in this Agreement). Failure to pay fees due may result in MassMutual stopping all services until such fees are paid.

Exhibit E: Compensation Paid by MassMutual

Agents Benefits, if applicable: MassMutual insurance agents may also be eligible for certain cash and non-cash benefits from MassMutual in addition to commissions. Additional cash compensation includes bonuses and allowances based on factors such as sales, productivity and persistency. Non-cash compensation includes various recognition items such as prizes and awards as well as payment of the cost associated with attendance at conferences, seminars and recognition trips. Sales of this product may help these agents and their supervisors qualify for such benefits.

Subcontracting: MassMutual may make payments to intermediaries under sub-contracting services agreements for certain plan administrative services that MassMutual would otherwise provide, such as assistance with enrollment meetings, or to deliver marketing and sales assistance services to MassMutual.

Override Payments: MassMutual may make override payments to sales and/or servicing organizations to defray a portion of the organization's cost of maintaining its sales and servicing representatives. Not all sales and servicing organizations receive override payments. If MassMutual makes a payment, it is typically based on a percentage of the aggregate value of plan assets held in MassMutual products that were sold, or are serviced, by the organization's representatives. The level of these payments to eligible organizations varies.

Sponsorship Payments: MassMutual may make sponsorship payments to intermediaries for, among other things, training of sales personnel, conference support, marketing or other services they provide to promote awareness of MassMutual's products. Not all intermediaries receive marketing support payments and the level of these flat dollar payments to intermediaries varies. The largest payment to any intermediary during the last calendar year was approximately \$1,200,000. Also, MassMutual has a variety of arrangements with intermediaries that are not directly related to the sale of MassMutual products to your plan. For example, MassMutual provides cash and non-cash benefits to intermediaries in consideration of their overall efforts selling MassMutual's products, such as prizes, awards, gifts, entertainment and charitable contributions. MassMutual may also reimburse intermediaries for certain expenses, such as the cost of promotional items or expenses associated with meetings, conferences, seminars, and recognition trips. An intermediary may receive compensation for selling other MassMutual products and MassMutual might purchase goods or services from intermediaries or their affiliates, such as educational seminars and training or pricing services. When a participant in a retirement plan funded by a MassMutual product leaves the plan and transfers the participant's beneficial interest into a MassMutual-affiliated rollover IRA, MassMutual may compensate the intermediary.

No Additional Charges: Any compensation paid under the arrangements listed above is paid from MassMutual's assets and will not result in any additional direct charges to you. If one or more of the above compensation arrangements are provided, such compensation arrangement may provide an intermediary with a financial incentive to recommend a MassMutual product over other available products whose issuers do not provide such compensation or which provide lower levels of compensation. Your intermediary can tell you whether his or her organization has entered into any such agreements with MassMutual. You may want to take such compensation arrangements into account when evaluating any recommendations regarding this MassMutual product.

Exhibit F: MassMutual Retirement Services Float Policy

This Exhibit describes MassMutual's policy with respect to the receipt and retention of earnings, including interest, dividends, and capital gains distributions, on monies held pending investment or distribution of plan assets ("Float").

MassMutual's procedure for processing various deposits, including but not limited to Plan contributions ("Contributions"), provides for prompt investment of funds according to contract obligations. When a Contribution is received in good order before the cut-off time (normally 4:00 p.m. Eastern Time) on a Business Day, Contributions are valued at the Unit Value as of the end of that Business Day. A Contribution is received in "good order" when a Contribution is accompanied by usable and complete data, and available funds equal to the total amount shown in the data. "Business Day" is defined as each business day that the New York Stock Exchange is open for business. It is MassMutual's goal to minimize the generation of Float by handling transactions as soon as possible in accordance with contract obligations. Notwithstanding this policy, amounts held pending investment may generate Float.

Float may arise in connection with various Contributions, including funds received by wire or electronic funds transfer ("EFT"). Float is generally not earned on Contributions processed via check, unless the funds are available immediately. When a Contribution is received, funds are invested in overnight investments pending execution of investment directions. The Plan Sponsor understands and hereby acknowledges that funds may be invested in the following types of overnight investments: (1) institutional money market account, which earns institutional money market rates; (2) passive overnight bank sweep, which is credited with overnight bank deposit rates; or (3) corporate checking account, which is credited at a rate that is set by the bank, currently 90% of the 3-month average of the 13-week Treasury-bill rates. When funds are withdrawn at the start of the following business day in order to be invested according to investment instructions, the Plan Sponsor understands and hereby acknowledges that MassMutual retains any Float as part of its compensation. Contributions made by wire that are not in good order may earn additional Float until good order is obtained.

It is the policy of MassMutual to process distributions and the corresponding withdrawals from investments as soon as possible. Notwithstanding this policy, Float may arise in connection with distributions, including those that are made by check or by EFT.

There is generally no Float generated in connection with distributions made by wire transfer. MassMutual issues a disbursement and directs the providers of Plan Investment Options to transfer the funds to MassMutual in an amount sufficient to satisfy the distribution request. On the date that the disbursement is issued, the funds are withdrawn from the Investment Options and the Plan Sponsor understands and hereby acknowledges that the funds will be invested in one of the following types of overnight investments: (1) institutional money market account, which earns institutional money market rates; (2) passive overnight bank sweep, which is credited with overnight bank deposit rates; or (3) corporate checking account, which is credited at a rate that is set by the bank, currently 90% of the 3-month average of the 13-week Treasury-bill rates. The Plan Sponsor understands and hereby acknowledges that MassMutual retains any Float that is earned on the funds from the time the disbursement is issued until such time as the disbursement is deposited or cashed as part of its compensation. Generally, in the case of a disbursement issued by check, if the check is not deposited or cashed after six months, the funds are returned to the plan as abandoned property.

EXHIBIT H: QUALIFIED DOMESTIC RELATIONS ORDER APPROVAL SERVICES PLAN SPONSOR DIRECTION

Effective the , the Plan Sponsor retains Massachusetts Mutual Life Insurance Company ("MassMutual") to review domestic relations orders that affect participants' benefits under the Plan to determine if the order constitutes a qualified domestic relations order that satisfies all the requirements under section 414 (p) of the Internal Revenue Code. The Plan Sponsor has reviewed the Guidelines and Procedures for the Administration of Qualified Domestic Relations Orders and, hereby, directs MassMutual to follow these guidelines and procedures in determining if a domestic relations order constitutes a qualified domestic relations order. The Plan Sponsor grants no discretionary authority to MassMutual in applying these guidelines and procedures and must follow these guidelines and procedures without deviation. In the review and administration of qualified domestic relations orders, MassMutual may subcontract certain work to other vendors.

- ☐ \$500 plus applicable check charge for each Domestic Relations Order that affects a Defined Contribution Plan administered by MassMutual.
- ☒ \$600 for each Domestic Relations Order that affects a Defined Benefit Plan administered by MassMutual.
- ☐ \$1,000 plus applicable check charge for each Domestic Relations Order that affects a Defined Benefit and Defined Contribution Plan.

EXHIBIT K: FEE ROADMAP

Understanding fees is a necessary step in assessing whether or not they are reasonable compensation for the services associated with them. The types of fees described below may be associated with one or more service(s) related to your plan.

Revenue/Fees Received by MassMutual	Description of Revenue/Fees Received	Sponsor Disclosure
12b-1 Fee	These are fees that we may be paid by investment advisors or distributors of mutual funds other than the plan's MassMutual Premier and Select Investment Options that are offered either directly or through separate investment accounts on our investment platform. They can be paid for providing services in connection with the distribution and marketing of the mutual fund, including fees paid for marketing and selling fund shares, such as compensating brokers and others who sell fund shares, and paying for advertising, the printing and mailing of prospectuses to new investors, and the printing and mailing of sales literature. They also can be paid for providing shareholder services to the mutual fund investors, which include responding to investor inquiries and providing investors with information about their investments. Whether paid for distribution or shareholder services, 12b-1 fees are a form of revenue sharing when they are paid to us. 12b-1 fees reduce the mutual fund's NAV.	Proposal/ Services Agreement/ Prospectus/ Cost and Revenue Disclosure
Administrative Fees	Fees associated with administration of the plan's MassMutual Premier and Select Investment Options, including enrollment in and distribution from the investment option, transaction processing, and preparation and mailing of account statements and certain required notices. Administrative fees are included in a mutual fund's expense ratio.	Prospectus/ Statement of Additional Information/ Cost and Revenue Disclosure
Annual Flat Fee	Fee to cover general plan administrative costs we incur, including tracking and properly attributing contributions, earnings and losses, plan investments, expenses, and benefit distributions. This flat fee may be paid by the Plan Sponsor or from plan assets on a periodic basis.	Services Agreement/ Cost and Revenue Disclosure
Asset charge	Charge to cover general plan administrative costs we incur, including tracking and properly attributing contributions, earnings and losses, plan investments, expenses, and benefit distributions. The asset charge is calculated based on plan assets and may be paid by the plan sponsor or plan assets on a periodic basis.	Proposal/ Services Agreement/ Cost and Revenue Disclosure
Float	Float is generated from the overnight investment of assets and may arise in connection with deposits such as plan contributions, loan repayments and expense payments. Float may also arise in connection with distributions.	Services Agreement/ Float Disclosure
Investment Management Fee	Investment management fees, or "annual expense ratio," are paid directly out of the assets of the investment option to the investment adviser for managing the investment portfolio. With respect to the MassMutual Premier and Select Funds, we receive these fees in our capacity as investment adviser to these funds and they are included in a mutual fund's expense ratio.	Prospectus/ Cost and Revenue Disclosure
Millennium Trust Company Automatic Rollover IRA Referral Fee	Millennium Trust Company, LLC (MTC) pays MassMutual a one-time referral fee of \$40 for IRAs with balances of \$500 or more, \$10 for IRAs with balances between \$75 and \$500 and \$0 for IRAs with balances less than \$75.	Services Agreement
Optional Services' Fees	These are fees that we may be paid if you elect to receive any of the optional services described in Services Overview. These fees may be paid by the Plan Sponsor or from plan assets	Services Agreement/ Plan Administrative Guide
Other Investment Fees	Other investment fees (for example: account maintenance fees), or "annual expense ratio," are any expenses incurred by the investment option that are not included in any other Investment Related Compensation/Fee categories. Other investment fees may include custodial, legal, accounting, transfer agent as well as shareholder service expenses paid outside of a mutual fund's 12b-1 arrangement. Other investment fees are included in a mutual fund's expense ratio.	Prospectus/ Annual Report/ Cost and Revenue Disclosure

Per Participant Fee	Fee to cover general plan administrative costs we incur, including tracking and properly attributing contributions, earnings and losses, plan investments, expenses, and benefit distributions. The participant charge is based on the number of participants and may be paid by the Plan Sponsor or from plan assets on a periodic basis.	Proposal/ Services Agreement/ Cost and Revenue Disclosure
Quarterly Expense Fee	The wrap fee is calculated based on the amount of plan assets in one or more specified plan Investment Options. This fee may cover the direct services the customer receives with respect to such plan investment option as well as cover general plan administrative costs we incur. The fee is deducted from the plan investment option and reduces the investment performance of such option.	Proposal/ Services Agreement/ Cost and Revenue Disclosure
Securities Lending Fees	These are fees that may be received by advisors to investment funds if they lend portfolio securities to broker-dealers or other institutional borrowers. Loaned securities are secured by collateral in the form of cash, cash equivalents (such as money market instruments) or other liquid securities in an amount at least equal to the market value of the securities loaned. The advisor invests the collateral and retains a portion of the earnings from the invested collateral. Accordingly, while the earnings on the investment of the collateral is additional revenue to the advisor, it is not an additional cost to the plan that invests in the fund. Currently we do not lend our portfolio securities.	Prospectus (or other offering document)/ Statement of Additional Information
Sub-Transfer Agent (Sub-TA) Fees	These are fees we are paid by the transfer agent of non-proprietary mutual funds that are offered on our investment platform and represent compensation for providing mutual fund shareholder accounting services. Transfer agents track and record who owns how many of a mutual fund's shares. For retirement plans, the plan's recordkeeper often performs these functions instead of the transfer agent and is thus considered a sub-transfer agent and is eligible for compensation, which is a form of revenue sharing. Sub-TA fees are a form of revenue sharing when they are paid to us.	Proposal/ Cost and Revenue Disclosure
Wrap Fees	The wrap fee is calculated based on the amount of plan assets in one or more specified plan Investment Options. This fee may cover the direct services the customer receives with respect to such plan investment option as well as cover general plan administrative costs we incur. The fee is deducted from the plan investment option and reduces the investment performance of such option.	120 Day Mailing/ Cost and Revenue Disclosure

Compensation Received by Third Party	Description of Compensation	Sponsor Disclosure	Recipient of Compensation (Payee)
Commissions	We pay commissions to advisors with respect to new sales and ongoing business with MassMutual from revenue we derive from your plan, including revenue from 12b-1 fees on MassMutual's Premier and Select Investment Options.	Commission Disclosure/ Cost and Revenue Disclosure	Advisor
Investment Advisory and Sub-Advisory Fee	If your plan offers MassMutual Premier or Select Funds as a plan investment option, it will pay a mutual fund investment management fee. If your plan offers a guaranteed separate investment account (SAGIC or Capital Preservation Account) as a plan investment option, it will pay a separate account management fee. In either case, we will pay a portion of the remainder of that fee, net of the annual administrative services revenue that is deducted, to the advisor or sub-advisor of the fund or account. To the extent the advisor or sub-advisor is an affiliate of MassMutual – Barings, LLC, Baring International Investment Limited ("Baring"), OppenheimerFunds, Inc. ("OFI") or OFI Institutional Asset Management, Inc. ("OFI Inst") – this will result in MassMutual and the affiliate's receipt of the entire amount of the difference between the investment option's annual plan cost and its annual administrative services revenue.	Prospectus/ Statement of Additional Information/ Cost and Revenue Disclosure	Mutual Fund Sub-advisor

Investment Option Expenses	For plan Investment Options other than the MassMutual Premier and Select Funds, the plan pays investment expenses composed of the investment management fee, administrative fees and, depending on the share class in which the plan invests 12b-1 fees, which are reflected in the mutual fund's expense ratio, to the mutual fund's investment adviser and other mutual fund service providers.	Prospectus/ Proposal/ Cost and Revenue Disclosure	Investment Manager
Marketing Allowance	We pay marketing allowances to advisors to support their marketing services, including for the development of marketing, advertising and promotional materials, the sponsoring of sales conferences and workshops, and the supervising of research reports, correspondence and lecture materials.	Services Agreement	Advisor
Non-monetary compensation	We provide non-monetary compensation to sales representatives who sell our products, including welfare plan compensation (health, vision, life and disability coverage), 401(k) plan compensation, pension plan compensation, participation at conferences we sponsor and other awards.	Services Agreement/ Proposal	Advisors, Agents, and Brokers, Sponsors
Override Payments	We pay override to general agents and other selling organizations to defray a portion of the cost of maintaining a sales force. The amount of the override is typically a percentage of the commissions earned by the selling organization's agents.	Commission Disclosure	General Agents and Broker Dealers
Plan Expense Reimbursement Account (PERA) or Expense Budget Account (EBA)	If a PERA or an EBA Account is available to your plan, then at your direction, and on your plan's behalf, we will pay third parties who provide administrative services to your plan. These payments are made from revenue we derive from your plan.	Services Agreement	Third Party Plan Service Providers
QDRO Review Services	If your plan elects to receive QDRO determination and administration services, then we will pay to a third-party administrator a fee for these services. This fee may be paid by the Plan Sponsor, deducted from participants' accounts or plan assets or paid from revenue we derive from your plan.	Services Agreement	QDRO.com
Shareholder Servicing Agreement Fee	We may pay a fee to your plan's advisor for providing shareholder services to the plan on behalf of the MassMutual Premier and/or Select Funds. Services provided may include: delivering current prospectuses, reports, notices, communication and other information, and providing support services, including answering participant inquiries. We pay this fee from revenue we derive from your plan, including revenue from 12b-1 fees on MassMutual's Premier and Select Investment Options.	Prospectus/ Cost and Revenue Disclosure	Advisor
Sponsor Third-Party Fiduciary Partnership Services	If your plan elects to receive plan sponsor fiduciary partnership services, a third-party plan fiduciary will receive a fee for providing investment advice to the Plan Sponsor. This fee may be paid by the Plan Sponsor, deducted from participants' accounts or plan assets or paid from revenue we derive from your plan.	Proposal/ Services Agreement	Envestnet Retirement Solutions (ERS)
Sub-administrative Service Fee	We may pay a fee to your plan's advisor for providing administrative services to your plan on our behalf (e.g., plan design consulting, employee communication programs, enrollment meetings, etc.) We pay this fee from revenue we derive from your plan, including revenue from 12b-1 fees on MassMutual's Premier and Select Investment Options.	Services Agreement	Advisor
TPA Administrative Charge	This fee may be paid by the Plan Sponsor or deducted from participants' accounts or plan assets.	TPA Fee Disclosure	TPA

Trust/Custody Services	The fee is paid to your plan's directed trustee or custodian for providing trustee or custodial services. This fee may be paid by the Plan Sponsor, deducted from participants' accounts or plan assets or paid from revenue we derive from your plan.	Trust Agreement/ Custody Agreement	State Street Trust Co, Reliance Trust Co or other Trustee
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TRUST AGREEMENT

THIS TRUST AGREEMENT ("**Agreement**") is entered into by and between the employer named on the signature page hereof (the "**Employer**") and **Matrix Trust Company** ("**Matrix Trust**"), as trustee (the "**Trustee**") for the **Insert Plan Name** (the "**Plan**") and is entered into as of this day of **Select Month, Select Year**.

PRELIMINARY STATEMENTS

WHEREAS, the Trustee is a trust company that is subject to supervision of the United States or a State;

WHEREAS, the Employer desires to appoint the Trustee as a nondiscretionary, directed trustee of the Plan for the purposes hereinafter set forth, and the Trustee desires to act as a nondiscretionary, directed trustee of the Plan subject to the terms and conditions stated herein.

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I

The Trust; Employer Certifications

1.1 The Trust.

- (a) The Employer hereby establishes with the Trustee a trust, consisting of such sums of money and such other assets acceptable to the Trustee and actually delivered to the Trustee, together with the earnings and profits thereon, less any payments or distributions that are made by the Trustee as provided herein (the "**Trust**"). This Agreement shall be effective as of the later of the date hereof or the first date on which the assets are transferred to the Trust.
- (b) The Plan, this Agreement and the Trust created hereby are intended to meet the applicable requirements of Sections 401(a) and 501(a) of the Internal Revenue Code of 1986 (the "**Code**"), as amended from time to time.
- (c) This Agreement restates, replaces or amends any existing trust agreement covering assets held or to be held in the Trust. The administration of the Trust shall be subject to all of the terms and conditions of the Operational Guidelines attached hereto as Appendix A, which are hereby incorporated by reference. Notwithstanding anything to the contrary set forth in this Agreement, the Trustee may amend the Operational Guidelines at any time upon advance written notice to the Employer.
- (d) The Trustee shall rely upon the determination of the Plan Administrator (as defined in Section 2.1) that all assets received by it are properly contributed or transferred to the Trust in accordance with the provisions of the Plan. Such assets may be cash or in-kind, subject to the requirements of the Operational Guidelines and provided that in-kind contributions will be permitted only in defined contribution plans as long as such contributions have been determined by the Plan Administrator to be discretionary and unencumbered. The Employer shall place any assets which are unacceptable to the Trustee with another trustee under a separate trust agreement or shall retain such assets in any other "appropriate account" as defined in Section 401(f) of the Code. The Trustee shall have no responsibility for such assets.
- (e) The Trustee shall have such responsibility to enforce the collection from the Employer of any contribution to the Trust or to determine the correctness of the amount or timing of any contribution, or such responsibility for the sufficiency of the Trust, to the extent required by applicable law, except to the extent any such responsibility has been properly delegated to another Plan fiduciary or party in compliance with applicable law, including as set forth in Section 1.2(d) below. The Employer or another "designated fiduciary" of the Plan or an Investment Manager (as defined in Section 3.2 below), and not the Trustee, shall have all power over and responsibility for determining the correctness, amount and timing of contributions and for the collection of any amounts required to be transferred or paid to the Trust. Such responsibility has been assigned to another "fiduciary" of the Plan as set forth in Section

1.2(d) below. The Trustee shall rely upon the determination of the Plan Administrator (as defined in Section 2.1) with respect to the matters set forth in this Section 1.1(e).

- (f) Except as otherwise permitted by the terms of the Plan and any applicable law, rule, regulation or order, decision or award of any governmental authority, including without limitation the Code ("**Applicable Law**"), no part of the Trust shall be used for or diverted to purposes other than the exclusive benefit of the Plan participants and their beneficiaries, except that payment of administration expenses may be made from the Trust as provided in Article V. The Employer shall have no right, title or interest in the Trust, nor shall any part of the Trust revert or be repaid to the Employer, directly or indirectly, except for contributions properly returned to Employer in accordance with Applicable Law.
- (g) The Trustee shall maintain, or cause to be maintained, such accounts as may be necessary to properly administer the Trust, including accounts with the Trustee, the Appointed Custodian (as defined in Section 3.6(k)) or either of their successors or assigns.
- (h) Except as authorized by Applicable Law, the Trustee shall not maintain indicia of ownership in any assets of the Trust outside the jurisdiction of the District Courts of the United States.

1.2 Employer Certifications. The Employer hereby represents and warrants that:

- (a) The Employer has established and will maintain the Plan in compliance with the qualification requirements of Section 401(a) of the Code (including, where applicable, receipt from the Internal Revenue Service of a favorable qualification letter) and shall promptly notify the Trustee of any change in such qualified status.
- (b) All instructions under this Agreement, including investment instructions provided pursuant to Section 3.4 below, by the Employer, Plan Administrator, Investment Manager (as defined in Section 3.2) or Authorized Person (as defined in Section 2.1) will be made in accordance with the terms of the Plan and Applicable Law. Further, the Employer represents and warrants that to the extent instructions are required by the Plan or Applicable Law to be made by a fiduciary, the Employer, Plan Administrator, Investment Manager or Authorized Person shall have been properly named or appointed as a fiduciary for such purposes.
- (c) The terms of the Plan provide for the creation of a trust and the appointment of a trustee and one or more Investment Managers.
- (d) The Employer is responsible for maintaining the adequacy of the Trust and for transmitting contributions to the Trustee at such times and in such manner as is mutually agreed between the Employer and the Trustee and as required by the Plan and Applicable Law. Further, the Employer represents, warrants, agrees and covenants that either (i) the Plan appoints a "fiduciary (other than the Trustee) who is responsible for determining the correctness, amount and timing of contributions and for the collection of contributions, or (ii) an Investment Manager (as defined in Section 3.2 below) has been properly appointed to have such responsibility and exercise authority on behalf of the Plan with respect to such matters. In addition, the Employer represents and warrants that either (i) it has responsibility as a "fiduciary" of the Plan or has properly delegated the responsibility to another such "fiduciary", or the Plan names another such "fiduciary" (other than the Trustee) to be responsible, for voting and exercising all other shareholder rights with respect to the assets of the Trust, or (ii) or an Investment Manager has been properly appointed to have such responsibility and exercise authority on behalf of the Plan with respect to such matters.
- (e) The Employer is a United States entity.
- (f) The Employer is the "plan sponsor" of the Plan (the "**Plan Sponsor**") and has the authority to act for all related participating employers, if any, designated under the Plan.
- (g) The terms of the Plan do not impose any duties or obligations upon the Trustee that are not contained in, or are inconsistent with, this Agreement.

- (h) The Employer has full power and authority under Applicable Law, and has taken all action necessary, to enter into and perform this Agreement, and the person executing this Agreement on its behalf is duly authorized and empowered to execute and deliver this Agreement.
- (i) This Agreement constitutes the Employer's legal, valid and binding obligation, enforceable against the Employer in accordance with its terms.
- (j) No consent or authorization of, filing with, or other act by or in respect of any governmental authority other than the Employer's governing body is required in connection with the execution, delivery, performance, validity or enforceability of this Agreement.
- (k) As of the effective date of this Agreement, the execution, performance and delivery of this Agreement shall not result in a violation of any Applicable Law or a breach or impairment of any of the Employer's contractual obligations.

ARTICLE II

Duties and Responsibilities of the Plan Administrator

- 2.1 Plan Administrator; Authorized Person. The term "**Plan Administrator**" means the person (including any individual, individuals, committee, partnership or corporation) authorized to instruct the Trustee under this Agreement and so designated in writing by the Employer, or, if no such person is so designated, such term shall mean the Employer. The Plan Administrator or the Employer may also designate in writing persons, including a recordkeeper for the Plan ("**Recordkeeper**"), authorized to act on behalf of the appointing party ("**Authorized Person**").
- 2.2 Distributions from the Trust. The Trustee shall make distributions out of the Trust upon instruction from the Plan Administrator or Authorized Person specifying the manner and amount of payment. The Trustee shall have no responsibility for determining the accuracy or appropriateness of any such distribution. The Trustee shall not be required to make any such distribution out of the Trust in excess of the available funds in the Trust.
- 2.3 [RESERVED]

ARTICLE III

Powers, Duties and Obligations of the Trustee

- 3.1 No Discretion. The Trustee shall have no discretionary control over, or any other discretion regarding, the investment of the Trust or the administration of the Plan. The Employer hereby instructs the Trustee to act solely in accordance with instructions received from the Employer, the Plan Administrator, the Investment Manager, or Authorized Person, as the case may be, with respect to the investment of the assets held in the Trust and the administration of the Plan. To the full extent permitted by Applicable Law, the Trustee shall have (a) no duty to inquire whether instructions by the Employer, Investment Manager, Plan Administrator or Authorized Person conform to the Plan or Applicable Law, and (b) no liability or responsibility for following any such instruction, or for failing to act in the absence of any such instruction.
- 3.2 The Investment Manager. The Plan Administrator may designate in writing an "investment manager," as (the "**Investment Manager**"), to direct investment of the Trust in whole or in part.
- 3.3 [RESERVED]
- 3.4 Investments. The Employer or Investment Manager may instruct the Trustee to invest assets of the Trust in any security or other property listed in the Operational Guidelines. A decision by the Trustee that an investment is or is not administratively acceptable shall not constitute a determination by the Trustee of the prudence or advisability of the investment nor shall it constitute investment advice on the part of the Trustee. The Trustee shall have no duty or obligation to review any investment to be acquired, held or disposed of pursuant to proper instructions, to determine the diversification policy of the Plan assets, or to make any recommendation with

respect to the suitability, acquisition, disposition or continued retention of any investment. Notwithstanding the appointment, if any, of an Investment Manager, it shall be the responsibility of the Employer to determine the diversification policy with respect to the investment of Plan assets, for monitoring adherence to such policy, and for instructing the Trustee with respect to its compliance with any investment limitations securities or property contained in the Plan or imposed on the Plan by Applicable Law. Further, if the Trustee shall obtain material non-public information regarding any entity in which the Trust assets are invested, or in which the Trustee has been instructed to invest, the Trustee may expend Trust assets to investigate such material non-public information. Notwithstanding anything to the contrary in, Section 3.4 or the Operational Guidelines, neither the Employer nor Investment Manager shall instruct the Trustee to hold or invest any assets of the Trust in any security or property to the extent such investment or holding would violate Applicable Law, including without limitation the applicable provisions of the Code.

3.5 Contracts. If the Plan permits life insurance policies, group annuities, guaranteed investment contracts, bank investment contracts or similar vehicles (collectively, "**Contracts**") as Plan assets, the following provisions shall apply with respect to any such Contracts that become part of the Trust.

- (a) The Trustee shall have no obligation to take any action with respect to any Contract, including to pay any premium on any Contract, except upon instructions from the Plan Administrator or Authorized Person; provided, however, that the Trustee may (although shall not be obligated to) make such payment in order to avoid the lapse of such Contract and the Trustee shall not be liable for the application of any part of the Trust made solely for this purpose in the absence of specific instructions. Contract premiums, assessments, dues, charges and interest shall be paid only from cash available in the Trust. The Trustee shall not be liable for losses arising out of the lapse in such Contract unless such lapse is due to the Trustee's negligence or willful misconduct.
- (b) The Trustee shall have no responsibility or liability with respect to the selection or monitoring of the issuers of such Contracts. The Trustee is not responsible for (i) the form, genuineness, validity, sufficiency or effect of any Contract, (ii) the failure of any issuing company to make payments provided by any Contract (iii) the action of any person that may delay payment or render a Contract null and void or unenforceable in whole or in part, or (iv) the fact that for any reason whatsoever any Contract shall lapse or otherwise be uncollectible.
- (c) Any company issuing a Contract may deal with the Trustee as owner of any Contract issued by such company and held in the Trust, without inquiry as to the authority of the Trustee to so act, and may accept and rely upon any written notice, instruction, direction, certificate or other communication signed by the Trustee, and shall incur no liability or responsibility by so doing. Any sums paid by an issuing company under any of the terms of a Contract issued by it, either to the Trustee, or, in accordance with the direction of the Trustee, to any other person or persons designated in such Contract as the person or persons to whom such payment shall be made, shall be a full and complete discharge of the liability to pay such sums, and the issuing company shall have no obligation to look into the terms of this Agreement.

3.6 Nondiscretionary Powers. The Trustee shall have the following nondiscretionary powers which it shall exercise upon the instructions of, as applicable pursuant to the terms of this Agreement, the Employer, Plan Administrator (directly or indirectly through an Authorized Person), or Investment Manager:

- (a) To accept, purchase, or subscribe for any securities or property as permitted by, and subject to the conditions set forth in, the Operational Guidelines and to retain the same in the Trust.
- (b) To sell, exchange, convey, transfer, or otherwise dispose of, any securities or property held by it, by private contract or public auction, with or without notice or advertisement of any kind, and no person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity, expediency, or propriety of any such sale or other disposition.
- (c) To purchase or sell, write or issue, puts, calls or other options, covered or uncovered, to enter into financial futures contracts, forward placement contracts and standby contracts and, in connection therewith, to deposit, hold or pledge assets of the Trust.

- (d) To execute any securities transactions and to perform any other services required to be provided by a registered broker dealer through the Trustee's affiliate brokers, at the affiliate's normal rates of compensation and without diminution of the compensation payable to the Trustee hereunder, provided such transactions are executed in accordance with Applicable Law.
- (e) To transfer, from time to time, all or any part of the Trust to any common, collective or commingled trust fund exempt from taxation under the Code, including any such fund maintained, managed or advised by the Trustee or its affiliates, to be held and administered subject to the terms and provisions of the relevant trust agreement, and such trust agreement shall be deemed adopted as part of this Agreement and the Plan to the extent that any portion of the Trust is invested therein.
- (f) To give general or special proxies or powers of attorney with or without powers of substitution; to exercise any conversion privileges, voting rights, subscription rights, rights to participate in voting trusts with other stockholders, or other options, and to make payments incidental thereto; to oppose, or to consent to, or otherwise participate in, corporate reorganizations or other changes affecting corporate securities, and to delegate discretionary powers, and to pay any assessments or charges in connection therewith; to abandon any property determined by it to be worthless; and generally to exercise any of the powers of an owner with respect to stocks, bonds, securities and other property held as part of the Trust.
- (g) To lend securities or enter into repurchase agreements, to extend the time of payment of any obligation owing to the Trust, and to borrow money for the purposes of the Trust from others, excluding the Trustee in its corporate capacity and excluding) the Employer, any Plan fiduciary, counsel or employee, and any person providing services to the Plan; provided, however, the Trustee may agree to an arrangement to borrow from an otherwise excluded party upon such terms and conditions as it may deem acceptable. Any such loan shall be upon such terms and conditions as the Employer or Plan Administrator may deem comply with the requirements of Applicable Law and, for the sum so borrowed or advanced, the Trustee may issue a promissory note and secure the repayment thereof by creating a lien upon assets of the Trust.
- (h) To settle or compromise claims, debts or damages due or owing to or from the Trust, to commence or defend suits or legal or administrative proceedings, and to represent the Trust in suits and legal and administrative proceedings; provided, however, the Trustee shall have no duty to begin or maintain any legal or administrative proceeding unless it has been indemnified by the Employer to its satisfaction for its counsel fees, costs, disbursements, and all other expenses and liabilities to which it may be subjected as a consequence of beginning or maintaining such legal or administrative proceeding.
- (i) To make, execute, acknowledge and deliver documents of transfer and conveyance and other instruments that may be necessary or appropriate to carry out the powers granted herein.
- (j) To distribute benefits or make payments to participants or their designated beneficiaries, as instructed by the Plan Administrator or Authorized Person.
- (k) To engage a custodian ("**Appointed Custodian**") acceptable to the Plan Administrator to perform certain custodial duties and responsibilities for the Trust as instructed by the Plan Administrator. The Trustee shall have no responsibility or liability with respect to the selection or monitoring of the Appointed Custodian, for the actions delegated to the Appointed Custodian upon such instruction, or for the actions or omissions of any Appointed Custodian.

3.7 **Administrative Powers.** The Trustee shall have the following administrative powers with respect to the Trust, which it may exercise in its sole discretion to the extent not inconsistent with Applicable Law:

- (a) To keep any portion of the Trust, including, but not limited to, amounts with respect to which the Trustee has not received instructions from the Employer, Plan Administrator, Investment Manager, or Authorized Person, or for which instructions furnished are, in the opinion of the Trustee, incomplete or ambiguous, in cash, it being understood that the Trustee shall not be required to pay any interest on any such balances, unless otherwise agreed by the parties.

- (b) To register any investment held by the Trustee as part of the Trust in its own name or in the name of a nominee, including the Appointed Custodian or Sub-Custodian (as defined in Section 3.7(e)), to hold any investment in bearer form or to hold any investment unregistered or in such form that title will pass by delivery; provided, however, that the books and records of the Trustee, the Appointed Custodian and Sub-Custodian shall at all times show that all such investments are part of the Trust, and further provided that to the extent such investment consists of securities held in the name of a nominee or in street name, such securities shall be held by (i) a bank or trust company that is subject to supervision by the United States or a State, or a nominee of such bank or trust company; (ii) a broker or dealer registered under the Securities Exchange Act of 1934, or a nominee of such broker or dealer; or (iii) a "clearing agency", as defined in Section 3(a)(23) of the Securities Exchange Act of 1937, or its nominee.
 - (c) To hold such investments for safekeeping or to deposit such securities, or cause them to be deposited, in a clearing system established to settle transfers of securities and cause them to be held in the nominee name of such clearing system.
 - (d) To engage attorneys (who may also serve as counsel for the Employer or the Trustee), accountants and other professional advisors, and, anything contained herein to the contrary notwithstanding, to engage in legal or administrative proceedings as the Trustee deems reasonably required in connection with the administration of the Trust, and to compensate any persons so engaged at such wages, fees, remuneration, consideration or otherwise, and upon such terms and conditions as the Trustee deems reasonable under the circumstances. Unless otherwise noted in this Agreement, such compensation shall be a charge upon the Trust and may be paid from the Trust as provided in Article V and shall in no event be deducted from any compensation payable to the Trustee.
 - (e) To engage a custodian, which may be an affiliate of the Trustee, to perform certain custodial duties and responsibilities for the Trust, including maintaining physical control of Trust assets, providing record maintenance and producing statements on such assets (the "**Sub-Custodian**").
 - (f) To do all such acts, and exercise all such rights and privileges, although not specifically mentioned, unless specifically prohibited by the Employer or Plan Administrator, which shall be reasonably required in the performance of the Trustee's duties hereunder.
- 3.8 Proxies. The Trustee shall have no responsibility to vote proxies or exercise other shareholder rights with respect to the assets of the Trust, unless otherwise agreed by the Trustee under a separate written agreement. The Employer or another fiduciary" of the Plan or an Investment Manager, and not the Trustee, shall have all power over and responsibility for voting proxies and exercising other shareholder rights. The Trustee shall be responsible for forwarding any proxies or other shareholder materials it receives to the Employer, a "the Plan Administrator or other fiduciary" designated for such purpose, or an Investment Manager for handling.
- 3.9 Standard of Performance. In exercising its powers and performing its duties and obligations under this Agreement, the Trustee will (i) perform in a manner, and use a level of care, of a prudent, directed trustee of a trust of a nature similar to the Trust; and (ii) comply with the Code and all Applicable Law.
- 3.10 Inspection and Audit. The Trustee will provide to auditors (including third-party auditors and the Employer's internal audit staff), as the Plan Administrator may designate in writing, access to data, records, and other documentation reasonably requested by the Plan Administrator with respect to the Trustee's services. The auditors and other representatives of the Employer will execute and deliver such confidentiality and non-disclosure agreements and comply with such security and confidentiality requirements as the Trustee may reasonably request in connection with such audits.

ARTICLE IV

Maintenance of Records and Accounts

- 4.1 Records. The Trustee shall keep accurate and detailed records of all its receipts, investments, disbursements and other transactions and shall provide the Plan Administrator with copies of such records upon request. Trustee will retain such records in accordance with its records management policy.

- 4.2 Written Statement of Account. As soon as reasonably practicable after the close of each Plan year (as designated in the Plan), at such other times as agreed to by the Employer and the Trustee, and upon the removal or resignation of the Trustee as provided in Section 7.1 or the termination of the Plan or this Agreement as provided in Article VIII, as applicable, the Trustee shall deliver to the Employer a written statement of account of all its transactions relating to the Trust including the value of the assets held by such Trustee. Values shall be reported in accordance with the Trustee's established reporting procedures, as may be amended from time to time. Such account statements shall be delivered via such means to which the parties may agree from time to time. Upon the expiration of ninety (90) days from the date of the Trustee's account statement, Trustee shall be forever released and discharged from all liability and further accountability to Employer or any other person with respect to the accuracy of such accounting and all acts and failures to act of Trustee reflected in such account, except to the extent that Employer shall, within such 90-day period, file with the Trustee specific written objections to the account.
- 4.3 Judicial Settlement. The Trustee shall have the right at any time to apply to a court of competent jurisdiction for judicial settlement of its accounts or for determination of any questions of construction which may arise or for instructions. The only necessary party defendant to any such action shall be the Plan Administrator, but the Trustee may, if it so elects, join in as a party defendant any other person or persons. The cost, including attorneys' fees, of any such accounting shall be a charge against the Trust and may be paid from the Trust as provided in Article V.
- 4.4 Taxes. Unless otherwise agreed in writing by the Employer and the Trustee, the Trustee shall be responsible for the reporting and withholding of federal and state taxes that may be required to be withheld with respect to payments to participants or their beneficiaries, and for remitting amounts withheld to the appropriate taxing authorities. The Plan Administrator or Authorized Person shall calculate all taxes and withholding and shall provide the Trustee all information necessary for the Trustee to report on, withhold and remit such taxes. Except as provided herein, unless otherwise agreed in writing by the Employer and the Trustee, the Trustee is not responsible for preparation of any tax-related return or report.

ARTICLE V

Compensation and Expenses

- 5.1 Compensation. The Trustee shall receive compensation for the performance of its services in accordance with its fee schedule in effect when such services are rendered. The Trustee's compensation shall include, without limitation, earnings ("**float**") on amounts held by the Trustee uninvested pending investment or disbursement as further described by the Trustee's fee schedule or other disclosure delivered to the Plan Administrator, and also amounts credited to non-interest bearing cash accounts under Section 3.7(a). Trustee's fee schedule or other disclosure delivered to the Plan Administrator shall include the following disclosures: (i) the specific circumstances under which float will be earned and retained, including in the case of float on contributions pending investment direction, the specific time frames within which cash pending investment direction will be invested following direction from the plan fiduciary, as well as exceptions that might apply; (ii) in the case of float on distributions, when the float period commences and ends and time frames for mailing and other administrative practices that may affect the duration of the float period; and (iii) the rate of the float or the specific manner in which such rate will be determined. In the event that the Trustee shall be called upon to render any extraordinary services, it shall be entitled to additional compensation in accordance with the fee schedule. Such compensation shall constitute a charge against the Trust. The Employer represents that it has determined that the compensation to be paid to the Trustee is reasonable, that it will, upon notice of a fee schedule amendment, determine if the fees to be paid under such amendment are reasonable, and that it will object to the amendment of the fee schedule if it determines such amended fees are not reasonable.
- 5.2 Expenses. Expenses for reasonable legal, accounting and all other proper charges and disbursements of the Trustee in connection with the administration of the Trust shall constitute a charge to be paid by the Trust to the extent permitted by Applicable Law. The Trustee shall also charge against the Trust any taxes paid by the Trustee which may be imposed upon the Trust or which the Trustee is required to pay.

- 5.3 Withdrawals from Trust. The Trustee may withdraw from the Trust amounts sufficient to pay any proper charge against the Trust. The Employer shall be responsible for payment of any deficiency. To the extent permitted by Applicable Law, the Employer may reimburse the Trust for any charges paid from the Trust.
- 5.4 Employer Option. Notwithstanding the foregoing, the Employer may pay directly any fees or expenses that otherwise would be charged against the Trust. If this option is exercised, the Employer hereby covenants and agrees to pay such charges within forty-five (45) days after receiving notice thereof provided that, until paid, such charges shall constitute a charge upon the Trust.

ARTICLE VI

Additional Provisions

- 6.1 Designation of Plan Administrator, Authorized Persons and Investment Manager. The Plan Administrator, Authorized Person and Investment Manager may be designated by providing the name and signatures of such person(s) to the Trustee pursuant to Sections 2.1 and 3.2. The Trustee shall be entitled to rely entirely, without having to make further inquiry, and shall not be held liable for any actions taken in assuming, that the identity and duties of such persons so designated are valid until such time as it is otherwise notified in writing. Notice of authorization or removal of the Plan Administrator shall be accompanied by evidence of proper action of the Employer approving such instruction pursuant to Section 6.6.
- 6.2 Reliance on Instruction. The Trustee may rely in all respects, without having to make further inquiry, upon instructions appearing to be instructions from any person designated as the Employer, Plan Administrator, Investment Manager or Authorized Person. Instructions given by an Authorized Person in accordance with this Agreement shall be treated for all purposes hereof as instructions from the party appointing the Authorized Person. The Trustee shall be deemed to have received proper instructions upon receipt of written instruction given to the Trustee in a form and manner required by or acceptable to the Trustee.
- 6.3 Conflicting Instructions. In the event of any ambiguous or conflicting instructions to, or adverse claims or demands upon, the Trustee, the Trustee shall be entitled, at its option, to refuse to comply with any such instruction, claim or demand as long as such ambiguity or conflict shall continue, and in so refusing the Trustee may elect not to make any payment or other disposition of assets held pursuant to this Agreement. The Trustee shall not be or become liable in any way for its failure or refusal to comply with any such ambiguous or conflicting instructions or adverse claims or demands, and it shall be entitled to continue to so refrain from acting until such ambiguous, conflicting or adverse demands (a) have been resolved and it has been notified in writing thereof or (b) have finally been determined in a court of competent jurisdiction or by binding arbitration.
- 6.4 Reliance on Professional Advisors. The Trustee may consult with a professional advisor who may also be an advisor for the Employer, and the Trustee shall be fully protected in respect of any action taken or suffered by the Trustee in good faith and in accordance with the advice or opinion of such professional advisor.
- 6.5 Bond. The Trustee shall not be required to give any bond or other security for the faithful performance of the Trustee's duties under this Agreement, except as may be required by Applicable Law.
- 6.6 Action by Employer. Except as otherwise agreed by Trustee, any action by Employer pursuant to any of the provisions of this Agreement, the Plan, or Applicable Law shall be, , evidenced by (i) a resolution of its governing body certified to the Trustee over the signature of its secretary or assistant secretary or other duly authorized agent under seal, if there be one, or (ii) by appropriate written authorization of any person or committee to which the governing body had delegated the authority to take such action,. The Trustee shall not be liable for any actions taken in accordance with any such resolution or other authorization.
- 6.7 Bankruptcy. Trustee shall have no duty, in the event of the Employer's bankruptcy or insolvency, to take any action until directed to do so by the bankruptcy trustee or a court that has jurisdiction over Plan assets.
- 6.8 Scope of Trustee's Liability. To the full extent permitted by Applicable Law, the Trustee shall not be liable for assets that are not included in the Trust or for losses of any kind that may result (a) by reason of any action taken by it in accordance with the instructions of the Employer, the Plan Administrator, the Investment Manager,

or Authorized Person, (b) by reason of any failure to act as a result of the absence of, or ambiguity of, instructions, or (c) by reason of any actions taken by any prior trustee, additional trustee, successor trustee or Appointed Custodian. The Trustee has no duty to perform any actions other than those specified in this Agreement or pursuant to proper instructions. The Trustee shall not be responsible for any lost profits or any special, indirect or consequential damages in respect of any breach or wrongful conduct in any way related to this Agreement. The Trustee shall have no liability for any matters beyond its control such as market loss or diminution, impact of government regulations, third-party bankruptcies or otherwise.

6.9 General Indemnity.

Indemnification of Trustee. The Employer shall, to the full extent permitted by Applicable Law, indemnify and hold harmless the Trustee and the Trustee's directors, officers, employees, agents and affiliates ("**Trustee Indemnitees**") from and against any and all damages, losses, costs, judgments, fines, penalties, and expenses (including reasonable attorney's fees and disbursements) of any kind or nature (collectively, "**Losses**") imposed on or incurred by the Trustee Indemnitees, by reason of its or their service pursuant to this Agreement, including any Losses arising out of any threatened, pending or completed claim, action, suit or proceeding, whether civil, criminal, administrative or investigative (including any such action by or in the right of the Employer), except to the extent such Losses were caused by the negligence or willful misconduct of the Trustee. Reasonable expenses incurred in defending any such claim, action, suit or proceeding shall be paid by the Employer in advance of a final disposition of such claim, action, suit, or proceeding, upon presentation of statements therefor by the Trustee.

6.10 Specific Indemnities. In addition to and not in derogation of any other indemnification or hold harmless provisions in this Agreement, the Employer agrees to indemnify and hold the Trustee Indemnitees harmless from and against any liability that it or they may incur because of:

- (a) The Employer's failure to make any contribution to the Trust or the insufficiency of the Trust to discharge any liabilities under the Plan.
- (b) Actions taken or omitted by the Trustee pursuant to any instructions from the Employer, Plan Administrator, Investment Manager or Authorized Person, as the case may be, or actions not taken in the absence of any such instruction.
- (c) The application of any part of the Trust by the Trustee in accordance with the instructions of the Employer, Plan Administrator, Investment Manager or Authorized Person.
- (d) [RESERVED]

6.11 Waiver. A party to this Agreement shall not, by act, delay, omission or otherwise, be deemed to have waived any right or remedy it may have either under this Agreement or generally, unless such waiver is in writing, signed by such party, and such waiver shall only be effective to the extent expressly therein set forth. A waiver by the Trustee a party of any right or remedy granted by this Agreement shall not be construed as a bar to, or waiver of, the same or any other such right or remedy which it would otherwise have on any other occasion.

6.12 No Affiliation. The Trustee is not affiliated with the Recordkeeper and there is no agency, partnership or joint venture relationship between the Trustee and the Recordkeeper.

6.13 Survival. The provisions of Articles V and X and Sections 6.7, 6.8, 6.9, 6.10, 7.5, 7.6 and 9.3 of this Agreement shall survive termination of this Agreement for any reason.

ARTICLE VII

Removal or Resignation of Trustee; Appointment of Successor

7.1 Removal or Resignation. The Trustee may be removed by the Employer at any time by written notice to the Trustee and the Trustee may resign at any time by written notice to the Employer; provided that, unless otherwise agreed, the effective date of such removal or resignation shall be greater than sixty (60) days from

the date of said written notice. Notice of removal shall be accompanied by evidence of proper action of the Employer approving such removal pursuant to Section 6.6.

- 7.2 Successor. The Employer shall appoint a successor trustee to act hereunder within sixty (60) days after notice provided pursuant to Section 7.1. If within sixty (60) days after such notice the Employer has not designated a successor trustee, which has accepted such appointment, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or may appoint an employee of Employer as successor trustee in accordance with Applicable Law.
- 7.3 Powers of Successor. Each successor trustee shall have the powers and duties conferred upon the Trustee in this Agreement and the term “**Trustee**” as used in this Agreement shall be deemed to include any successor trustee. Any business entity into which the Trustee may be merged or converted or with which it may be consolidated, or any entity resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any entity succeeding to or receiving by assignment all or substantially all of the corporate trust or retirement services business of the Trustee, shall be the successor of the Trustee hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto.
- 7.4 Delivery of Assets. Upon receipt of a notice that the successor trustee has accepted such appointment, the Trustee shall transfer and deliver the assets comprising the Trust to the successor trustee, except for any such assets held as a charge against the Trust as provided in Section 7.5.
- 7.5 Reserving for Expenses. The Trustee may reserve such sums as it deems necessary to defray its expenses in settling its accounts, to pay any of its compensation due and unpaid, and to discharge any liabilities constituting a charge on or against the assets of the Trust or on or against the Trustee. If the reserve is not sufficient for all amounts otherwise payable hereunder, the resigning or removed Trustee shall be entitled to reimbursement for any deficiency from the successor trustee and the Employer, each of which shall be jointly and severally liable therefor. If the reserve exceeds the amounts payable hereunder, the Trustee shall be liable to repay such excess amount to the Trust.
- 7.6 Termination of Liability. When the assets comprising the Trust have been transferred and delivered to the successor trustee, and the accounts of the Trustee have been settled pursuant to Section 4.2, the Trustee shall be released and discharged from all further accountability or liability for the Trust and shall not be responsible in any way for the further disposition of the Trust or any part thereof.

ARTICLE VIII

Plan Termination and Trust Amendment

- 8.1 Plan Termination. If the Plan is discontinued in whole or in part, or this Agreement is terminated, the Trustee, after reserving such sums as the Trustee deems reasonably necessary as provided in Section 7.5, shall apply or distribute the Trust in accordance with the instructions of the Plan Administrator; provided that if the reserve is not sufficient for all amounts otherwise payable hereunder, the Trustee shall be entitled to reimbursement for any deficiency from the Employer. If the reserve exceeds the amounts payable hereunder, the Trustee shall be liable to pay such excess amount to the Employer. When the Trust has been so applied or distributed, and the accounts of the Trustee have been settled pursuant to Section 4.2, the Trustee shall not be responsible in any way for the further disposition of the Trust (or that part of the Trust so applied or distributed, if the Plan is terminated only in part) or any part thereof so applied or distributed. If the Plan is subject to the jurisdiction of the Pension Benefit Guaranty Corporation (“**PBGC**”), the Trustee shall have the right to withhold distribution or application of any part of the Trust unless and until written approval of the termination has been granted by the Internal Revenue Service and the PBGC.
- 8.2 Amendment or Termination. Except as otherwise set forth in this Agreement, this Agreement may be amended only by a written agreement signed by the parties hereto. Either party may terminate this Agreement at any time upon sixty (60) days’ written notice to the other party. In the event of a termination by the Employer, such notice of termination shall be accompanied by evidence of proper action of the Employer approving such termination pursuant to Section 6.6. In the event of termination of this Agreement, the Trust shall be distributed pursuant to Article VII or VIII.

ARTICLE IX

Discharge of Duties by Trustee; Allocation of Responsibilities

- 9.1 Discharge of Duties. The Trustee shall be responsible only for complying with the terms of this Agreement as amended from time to time and performance of those duties expressly assigned herein. The Trustee shall discharge its duties set forth in this Agreement with respect to the Plan (a) solely in the interests of the Plan participants and their beneficiaries and for the exclusive purpose of providing benefits to Plan participants and their beneficiaries and defraying reasonable expenses of administering the Trust; and (b) with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.
- 9.2 Plan Assets Not Held in Trustee's Trust. If, as provided in the Plan, other trustees of separate trusts under the Plan may be appointed, the Trustee under this Trust Agreement shall have no duties or responsibilities for Plan assets not held in the Trust by the Trustee, except as required by Applicable Law. In no event shall the Trustee be considered a co-trustee with any other such trustee.
- 9.3 Relationship of Fiduciaries. To the full extent permitted by Applicable Law, each fiduciary of the Plan shall be solely responsible for its own acts or omissions and the Trustee shall have no duty to question any other fiduciary's performance of its duties. In the event that "knowledge" of the Trustee shall be a prerequisite to imposing a duty upon, or determining liability of, the Trustee, or determining the Trustee's right to indemnification, then it is expressly understood and agreed that the Trustee's performance of ministerial duties (such as processing of investment orders, or custodial, reporting, recording or bookkeeping functions) shall not be deemed to constitute "knowledge" by the Trustee of the substance of matters contained therein. For the purpose of this section, the Trustee shall include its directors, officers, employees, agents and affiliates.

ARTICLE X

General Provisions

- 10.1 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed by interpreting that invalid or unenforceable provision as nearly to the original meaning as possible so as to make it enforceable and valid or, if that is not possible or permitted by Applicable Law, by omitting that invalid or unenforceable provision.
- 10.2 Non-Assignability of Interest. No benefit that is payable out of the Trust to any person (including any participant or beneficiary) shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, garnishment, levy, execution or charge, either voluntary or involuntary, prior to actually being received by the person or persons entitled thereto, and where there is any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge or otherwise dispose of any right to amounts payable hereunder, the same shall be void; and no such benefit shall in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements or torts of any such person, nor shall it be subject to attachment or legal process for or against such person, and the same shall not be recognized by the Trustee. The foregoing provisions notwithstanding, the Trustee is authorized to make any payments required by Applicable Law.
- 10.3 Titles and Headings. The titles and headings of the Articles and Sections in this Agreement are placed herein for convenience of reference only. In the case of any conflict, the text of this Agreement, rather than such titles or headings, shall control.
- 10.4 Notices. Except as the parties may otherwise agree in writing, all notices, reports, accounts and other communications from the Trustee to the Employer, the Plan Administrator, the Investment Manager(s) or any Authorized Person shall be in writing and deemed to have been duly given as of the first date on which the Trustee transmits or otherwise makes the communication available. Except as the parties may otherwise agree in writing, all instructions, notices, objections and other communications to the Trustee shall be in writing and shall be deemed to have been given when received by the Trustee at its office below:

Matrix Trust Company
717 17th Street, Suite 1300
Denver, CO 80202
Attn: Senior Vice President

With a copy to:

Broadridge Financial Solutions, Inc.
2 Journal Square Plaza
Jersey City, NJ 07306
Attn: General Counsel

Matrix Trust Company
P.O. Box 52129
Phoenix, AZ 85072-2129
Attn: Vice President

If to the Employer:

City of Oxnard
Attn: _____
Fax: _____
Email: _____

If to the Plan Administrator:

City of Oxnard [Defined Benefit Plan Name]
Attn: _____
Fax: _____
Email: _____

- 10.5 Governing Law. This Agreement shall be governed and administered under the laws of the State of Colorado, without regard to conflict of law principles, except to the extent preempted by ERISA. Any suit, action or proceeding arising out of this Agreement may be instituted in any federal or Colorado State court sitting in Denver, Colorado, and the parties irrevocably submit to the nonexclusive jurisdiction of any such court in any such suit, action or proceeding and waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any such suit, action, or proceeding, brought in such a court and any claim that such suit, action, or proceeding was brought in an inconvenient forum.
- 10.6 Force Majeure. The Trustee shall have no liability for any losses arising out of delays in performing the services which it renders under this Agreement when such delays result from events beyond its control, including without limitation, interruption of the business of the Trustee due to acts of God, acts of governmental authority, acts of war, terrorism, riots, civil commotions, insurrections, labor difficulties (including, but not limited to, strikes and other work slippages due to slow-downs), unauthorized access to its systems, or any action of any courier or utility, mechanical or other malfunction, or electronic interruption.
- 10.7 Entire Agreement. This Agreement, including all Appendices hereto and all documentation submitted in connection with the engagement of the Trustee, contains the entire understanding between the parties relating to the subject matter hereof, and supersedes all prior agreements or understandings between the parties relating to the subject matter hereof, whether written or oral, express or implied.

10.8 Confidentiality.

- (a) Definitions. In connection with this Agreement, including without limitation the evaluation of new services contemplated by the parties to be provided by Trustee under this Agreement, information will be exchanged between Trustee and Plan. Trustee shall provide information that may include, without limitation, confidential information relating to the Trustee's products, trade secrets, strategic information, information about systems and procedures, confidential reports, customer information, vendor and other third party information, financial information including cost and pricing, sales strategies, computer software and tapes, programs, source and object codes, and other information that is provided under circumstances reasonably indicating it is confidential (collectively, the "**Trustee Information**"), and Plan shall provide information required for Plan to use the services received or to be received, including customer information, which may include Personal Information (defined below), to be processed by the services, and other information that is provided under circumstances reasonably indicating it is confidential ("**Plan Information**") (the Trustee Information and the Plan Information collectively referred to herein as the "**Information**"). Personal Information that is exchanged shall also be deemed Information hereunder. "**Personal Information**" means personal information about an identifiable individual including, without limitation, name, address, contact information, age, gender, income, marital status, finances, health, employment, social security number and trading activity or history. Personal Information shall not include the name, title or business address or business telephone number of an employee of an organization in relation to such individual's capacity as an employee of an organization. The Information of each party shall remain the exclusive property of such party.
- (b) Obligations. The receiver of Information (the "**Receiver**") shall keep any Information provided by the other party (the "**Provider**") strictly confidential and shall not, without the Provider's prior written consent, disclose such Information in any manner whatsoever, in whole or in part, and shall not duplicate, copy or reproduce such Information, including, without limitation, by means of photocopying or transcribing of voice recording, except in accordance with the terms of this Agreement. The Receiver shall only use the Information as reasonably required to carry out the purposes of this Agreement.
- (c) Disclosure Generally. Trustee and Plan agree that the Information shall be disclosed by the Receiver only to: (i) the employees, agents and consultants of the Plan and the Designated Representative in connection with Receiver's performance or use of the services, as applicable, and (ii) auditors, counsel, and other representatives of the Plan and Designated Representative for the purpose of providing assistance to the Receiver in the ordinary course of Receiver's performance or use of the services, as applicable. Each party will take reasonable steps to prevent a breach of its obligations by any employee or third party.
- (d) Compelled Disclosure. If the Receiver or anyone to whom the Receiver transmits the Information pursuant to this Agreement becomes legally compelled to disclose any of the Information, then the Receiver will provide the Provider with prompt notice before such Information is disclosed (or, in the case of a disclosure by someone to whom the Receiver transmitted the Information, as soon as the Receiver becomes aware of the compelled disclosure), if not legally prohibited from doing so, so that the Provider may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If such protective order or other remedy is not obtained, then the Receiver will furnish only that portion of the Information which the Receiver is advised by reasonable written opinion of counsel is legally required and will exercise its reasonable efforts to assist the Provider in obtaining a protective order or other reliable assurance that confidential treatment will be accorded to the Information that is disclosed.
- (e) Exceptions. Except with respect to Personal Information, nothing contained herein shall in any way restrict or impair either party's right to use, disclose or otherwise deal with:
- (i) Information which at the time of its disclosure is publicly available, by publication or otherwise, or which the Provider publicly discloses either prior to or subsequent to its disclosure to the Receiver;
 - (ii) Information which the Receiver can show was in the possession of the Receiver, or its parent, subsidiary or affiliated company, at the time of disclosure and which was not acquired, directly or indirectly, under any obligation of confidentiality to the Provider; or

- (iii) Information which is independently acquired or developed by the Receiver without violation of its obligations hereunder.

In addition, each employee of the Receiver shall be free to use for any purpose, upon completion of the services rendered under this Agreement, any general knowledge, skill or expertise that (i) is acquired by such employee in performance of those services, (ii) remains part of the general knowledge of such employee after access to the tangible embodiment of the Provider's Information, (iii) does not contain or include any such Information, and (iv) is not otherwise specific to the Provider.

- 10.9 Return or Destroy. Upon the termination of this Agreement for any reason, the parties shall return to each other, or destroy, any and all copies of Information of the other that are in their possession relating to the terminated Agreement, except for any copies reasonably required to maintain such party's customary archives or computer back-up procedures, and as otherwise required by Applicable Law, rule or regulation. Notwithstanding the foregoing, Trustee shall have the right to keep one copy of such Information as may be reasonably required to evidence the fact that it has provided the services to Plan. In the event that Plan requires Trustee to return any Plan Information, Plan shall pay Trustee (at the rates set forth in the applicable Schedule, or, if no such rates are set forth, at Trustee's then current charges) for Trustee's actual time spent and incidental expenses actually incurred in connection with such return. Information Security Policy. Matrix Trust has in place a comprehensive set of information security policies ("Information Security Policy") consistent with one, or a combination of: (1) the Control Objectives for Information and Related Technology (COBIT) framework; (2) International Organization for Standardization/ International Electrotechnical Commission (ISO/IEC) 27001; (3) National Institute of Standards and Technology (NIST) 800-53; or (4) NIST Framework for Improving Critical Infrastructure Cybersecurity. The Information Security Policy includes appropriate administrative, technological and physical safeguards to protect against threats or hazards to the confidentiality, integrity and availability of Employer's Confidential Information, including unauthorized use, access or disclosure. The Information Security Policy is reviewed and assessed, no less than annually, for changing standards and anticipated threats and hazards. Based upon the results of that assessment, the Information Security Policy and standards related thereto will be updated and approved by senior management.
- 10.10 Audit Reports and Certifications. For this service, Matrix Trust will engage an independent external auditor to conduct annual reviews of Matrix Trust's controls against appropriate controls framework, such as SSAE 18 (or its equivalent standard) or ISO 27001, , as applicable. Any material deficiencies noted on an assessment or audit will be promptly addressed with the development and implementation of a corrective action plan by Matrix Trust's management. Upon written request, Matrix Trust will provide a copy of an executive summary of such corrective action plan and provide confirmation of remediation to Employer. Upon written request and where such external auditor reports exist, Matrix Trust will make such reports available for review by Employer up to once every twelve (12) months.
- 10.11 Security Questionnaires. To the extent available for a particular Service, Matrix Trust shall provide to Employer annually a completed BITS Security Information Gathering ("SIG") or equivalent questionnaire. Only in the event that a SIG is not available for a particular Service, and if in lieu thereof Employer issues a vendor risk assessment questionnaire to Matrix Trust, Matrix Trust will use commercially reasonable efforts to respond to such questionnaire within sixty (60) days of receipt. In the event that a SIG is provided to Employer, but Employer has reasonable questions or clarifications, Matrix Trust will use commercially reasonable efforts to reply promptly upon receipt of such follow-up question or clarification.
- 10.12 Background Checks. Matrix Trust administers comprehensive policies and procedures for qualifying employees who are assigned to provide Services for Employer. Such policies and procedures include work authorization verification, pre-employment drug testing and background checks of employees' employment history and criminal convictions, all to the extent permitted by applicable law and by Matrix Trust's background check policy. Upon written request, Matrix Trust will provide Employer with a copy of its then current background check policy. Matrix Trust requires that its contractors that have access to Employer data employ a background check policy consistent with Matrix Trust's.
- 10.13 Physical Security. Matrix Trust maintains a secure environment in all work areas where Employer Confidential Information is stored or accessed. A secure environment includes 24x7 security personnel or equivalent means of monitoring all relevant work areas and is physically restricted to authorized personnel only. Matrix Trust provides perimeter controls to detect unauthorized access to work areas and creates an audit trail of all access

attempts, whether granted or refused. Once authorized, any visitor must be escorted by authorized personnel. Matrix Trust personnel are required to wear their photo ID badges when inside a work area and Matrix Trust provides temporary ID badges to any visitors in a work area. It is Matrix Trust's policy that lost or stolen ID badges, access cards or keys be promptly reported by personnel and upon receipt of such report, Matrix Trust will promptly deactivate the impacted ID badge, access card or key. Matrix Trust will promptly (within 24 hours) deactivate any ID badge, access card or key of terminated personnel.

- 10.14 Data Transmission, Storage and Encryption. All electronic transmission or exchange of Employer data that is being processed by Matrix Trust on behalf of Employer is transmitted via a secure method across public network and private WAN connections (such as HTTPS or SFTP). Matrix Trust provides industry standard hardware, redundant firewalls, restrictive Internet protocols, strong authentication, and secure network connections between Employer and Matrix Trust. Matrix Trust agrees that any and all Employer data that is being processed by Matrix Trust on behalf of Employer will be stored, processed, and physically maintained solely on designated target devices and will be logically separated from data of other Matrix Trust Employers. Matrix Trust will encrypt such Employer data in a manner that meets or exceeds the NIST guidelines for encrypting data while in motion over public networks or private WAN connections. Matrix Trust also encrypts such Employer data stored on any mobile media such as laptops, thumb drives, CDs, DVDs, smartphones, tablets and PDAs. Matrix Trust will store such Employer data backed up in accordance with its designated backup and recovery processes in encrypted form, using a commercially supported encryption solution. Encryption solutions will be deployed with no less than a 128-bit key for symmetric encryption and a 1024 (or larger) bit key length for asymmetric encryption.
- 10.15 Business Continuity Plan. Matrix Trust maintains a business continuity plan (the "BCP") and implements the BCP in the event of any unplanned interruption of the Services. The BCP includes, but is broader than, the Disaster Recovery Plan. The BCP includes the pre-arranged recovery strategy of people, process and technology to continue mission critical functions until Services are restored. The Disaster Recovery Plan includes activities and plans to restore the ongoing function of technology and infrastructure in the event of a disaster. Matrix Trust tests, reviews, and updates the BCP on at least an annual basis. Upon written request, Matrix Trust will provide Employer with executive summaries of all such updates and testing of the Disaster Recovery Plan. The Disaster Recovery Plan for each Service shall provide for an alternative site from which the Service may be performed by Matrix Trust in the event of a disaster. The recovery time objective is 4 hours and the recovery point objective is 1 hour.
- 10.16 Cumulative Remedies. All rights and remedies of the parties to this Agreement are in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement and temporary and permanent injunctive relief.
- 10.17 Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement will not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.
- 10.18 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original and all of which together will constitute one and the same instrument. This Agreement, and any direction, notice, or other communication given under this Agreement, may be proved either by an executed original or by a reproduced copy thereof (including, but not limited to, an electronic file copy thereof).

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Employer and Trustee have executed this Agreement, as of the date first written above.

Agreed To By:

TRUSTEE:
MATRIX TRUST COMPANY

BY: _____

NAME: _____

TITLE: _____

EMPLOYER:
INSERT PLAN EMPLOYER NAME

BY: _____

NAME: INSERT NAME

TITLE: INSERT TITLE

APPENDIX A

Operational Guidelines

Capitalized terms used but not otherwise defined have the meanings given to such terms in the Agreement.

INSTRUCTIONS

The Trustee must receive instructions from an Instructing Party for each purchase, sale acquisition and disposition. The Trustee reserves the right not to effect any transaction unless given sufficient time and information to review and process the transaction. All purchases, sales, acquisitions and dispositions of assets must be made in accordance with terms of the Agreement, the Plan and Applicable Law.

LIQUIDITY

Sufficient liquidity must be maintained in accounts to meet foreseeable obligations of the Trust. The Trustee specifically reserves the right (a) not to follow any instruction that it reasonably believes would result in insufficient liquidity (b) not to make any disbursement unless the Investment Manager, Plan Administrator or other Authorized Person (the **"Instructing Party"**) has provided instruction as to the assets to be converted to cash for the purposes of making such payment, and (c) to sell securities from the Trust to recover any funds advanced for any trades not settled immediately upon placement.

TRUST ASSETS

Acceptable Assets

Assets are considered to be acceptable assets depending upon the Trustee's ability to support and administer the asset, the Trustee's proposed responsibilities with respect to such assets, the type of account, the availability of the asset to be acquired through the Trustee or an affiliate (approved for this purpose by the Trustee) and other factors. The Instructing Party should consult with the Trustee prior to the acquisition of any asset to determine acceptability of such asset. The following types of assets are generally acceptable:

- (1) Cash.
- (2) Publicly traded stock listed on a U.S. stock exchange or regularly quoted over-the-counter.
- (3) Publicly traded bonds listed on a U.S. bond exchange or regularly quoted over-the-counter.
- (4) Mutual funds that are NSCC and DCC&S eligible.
- (5) Registered limited partnership interests, REITs and similar investments listed on a U.S. stock exchange or regularly quoted over-the-counter.
- (6) Commercial paper, bankers' acceptances eligible for rediscounting at the Federal Reserve, repurchase and reverse repurchase agreements and other "money market" instruments for which trading and custodial facilities are readily available.
- (7) U.S. Government and U.S. Government Agency issues.
- (8) Municipal securities whose bid and ask values are readily available.
- (9) Federally insured savings accounts, certificates of deposit and bank investment contracts. The Instructing Party is responsible for determining federal insurance coverage and limits and for diversifying account assets in accordance with those limits.
- (10) American Depositary Receipts, Eurobonds, and similar instruments listed on a U.S. exchange or regularly quoted domestically over-the-counter for which trading and custodial facilities are readily available.
- (11) Life insurance, annuities, and guaranteed investment contracts issued by insurance companies licensed to do business in one or more states in the U.S. The Instructing Party is responsible for determining the safety of such investments and the economic viability of the underwriter and for diversifying account assets accordingly.

In certain circumstances a particular asset which otherwise may be considered an acceptable asset may be determined by the Trustee to be unacceptable or conditionally acceptable.

Unacceptable Assets

Trustee generally cannot acquire or hold the following assets:

- (1) Tangible personal property (e.g., precious metals, gems, works of art, coins, furniture and other household items, motor vehicles, etc.).
- (2) Foreign currency and bank accounts.
- (3) Short sales.
- (4) Commodity futures and forward contracts.
- (5) Oil, gas and mineral interests.
- (6) Intangible personal property (e.g., patents and rights).
- (7) Unsecured loans.
- (8) Interests in real property.
- (9) Loans secured by first deeds of trust.
- (10) Other secured loans.

Conditionally Acceptable Assets

The Trustee may, but shall not be obligated, to acquire or continue to hold any of the assets listed below:

- (1) General partnerships.
- (2) Unregistered limited partnerships.
- (3) Other unregistered securities, closely held stock and other securities for which there is no readily available market, except for qualifying Employer securities.
- (4) The securities of the broker/dealer's corporate entity or its affiliates and subsidiaries. These securities may be subject to legal and regulatory prohibitions or restrictions. In any event, no Trust may acquire and hold securities of the broker/dealer's corporate entity unless specifically authorized by the underlying Trust agreement.
- (5) Foreign securities for which trading and custodial facilities are readily available.
- (6) Options.
- (7) Securities of the Employer.
- (8) Any other asset not listed under "Acceptable Assets" or "Unacceptable Assets" above.

The acquisition and continued retention of the foregoing assets is subject to providing the Trustee with the cost basis, if any, of any such assets and with a valuation of the assets on at least an annual basis. The Trustee, in its sole discretion, may impose other conditions to acquire or hold such assets, including imposing additional fees.

PROXIES AND OTHER SHAREHOLDER ACTION**Calls, Conversions, Expirations, Tenders, etc.**

The Instructing Party must monitor and determine the existence of and initiate all actions necessary or appropriate in connection with calls, conversions, tenders, and similar events or transactions relating to Trust assets. The Trustee will pass on to the Instructing Party any information it receives regarding such actions.

Proxies

The Instructing Party is responsible for voting proxies and exercising other shareholder rights with respect to securities under the Instructing Party's investment authority, and the Trustee shall not vote proxies and exercise other shareholder rights with respect to any securities held by the Trust, including Employer Securities, unless the Trustee agrees to undertake such responsibility under a separate written agreement or as otherwise explicitly provided for in the Trust Agreement. The Instructing Party shall provide the Trustee with instructions as to where to deliver any proxies it receives and the Trustee will use commercially reasonable efforts to deliver proxies in a timely manner to such party. The Trustee is not responsible for ascertaining whether, or how, the proxies were subsequently voted or disposed of and shall bear no liability for the actions or inactions relating to voting of proxies by the Plan Administrator, Employer, "named fiduciary" of the Plan, or an Investment Manager. The Plan Administrator is exclusively responsible for reviewing whether the provisions of the Trust Agreement and these Operational Guidelines for the voting of securities and the exercise of other shareholder rights are consistent with the requirements of the Plan documents and Applicable Law.

Employer Securities

If the Trust consists of Employer Securities that are not traded on a recognizable market, or the information necessary to ascertain the fair market value is not readily available, the Plan Administrator shall provide to the Trustee the value of such securities for all purposes under the Plan and the Agreement, and the Trustee shall be entitled to rely upon the value of such Employer Securities provided by the Plan Administrator. If the Plan Administrator fails or refuses to instruct the Trustee on the value of such Employer Securities, the Trustee, in its sole discretion, may engage an independent appraiser to determine the fair market value of such Employer Security and shall be entitled to rely upon the value placed upon such Employer Security by the independent appraiser. Any expenses with respect to such appraisal shall be a charge against the Trust and may be paid from the Trust as provided in the Agreement.

The Plan Administrator is responsible for providing specific instructions to the Trustee regarding any acquisition limits applicable to Employer Securities as required by the Plan or Applicable Law.

Employer Securities may be accepted only if the Employer and Plan Administrator provide the Trustee with all instructions, representations, and assurances and other information that the Trustee may in its sole discretion require from time to time for the proper administration of Employer Securities in the Trust. The Plan Administrator is responsible for providing specific instructions to the Trustee regarding any acquisition limits applicable to Employer Securities as required by the Plan or Applicable Law. The Employer and Plan Administrator, and not the Trustee, shall be responsible to insure that the Employer Securities are acquired and held under the Plan solely in accordance with all applicable federal and state securities laws and regulations thereunder and law and regulation governing the acquisition and holding of employer securities by plans under ERISA.

Charges

Certain securities may impose charges and penalties on the sale and/or redemption of such security, including, without limitation, sales load, redemption, exchange, account, distribution, administrative and other charges. The Trustee is not responsible for notifying the Employer, any Instructing Party or any other party of the existence, potential or imposition of any such charges or penalties or to negotiate or attempt to negotiate the reduction, waiver, rebate or reimbursement of any such charges or penalties; nor shall the Trustee have any liability or responsibility for any such charges or penalties of any kind or nature, whether current, deferred or contingent, that are charged or imposed pursuant to the terms of any securities purchased, held, sold or redeemed in the Trust, and all such charges and penalties shall be borne by the Trust unless otherwise provided for.

UNITIZATIONS

In General

The Trustee may provide unitization services for Employer Securities or for other assets, if agreed by the Trustee in a separate written agreement with the Plan Administrator. Unitization services are not an investment product, but rather an administrative recordkeeping service that the Trustee provides for the convenience of the Plan and participants on request, and no person (including the Employer or Plan Administrator) may hold out, market or otherwise indicate that the unitization service is an investment product whose shares may be offered to retirement plans and their participants. The Plan Administrator shall provide the Trustee for approval a copy of any materials to be used by or on behalf of a Plan which refer to the unitization services before their distribution or use.

Unitization services are available only if the account to be unitized consists of assets eligible for daily valuation under the Trustee's procedures, as determined by the Trustee. In order for the Plan to receive unitization services, the Plan Administrator is required to provide the Trustee with all instructions, representations, and assurances and other information that the Trustee may in its sole discretion require from time to time for the proper administration of Employer Securities in the Trust. Such instructions shall include without limitation, instructions with respect to maintaining a cash component adequate to address anticipated distribution activity, the investment of the cash component, instructions for placing and settling transactions for the unitized account, valuation instructions, and accrual of fees and expenses.

Pricing

The Trustee will obtain pricing information from sources believed to be reliable, but the Trustee shall not be responsible or liable for the accuracy, completeness, timeliness or correct sequencing of any pricing information received or for any decision made or action taken in reliance upon such information. The Trustee makes no warranty of merchantability, warranty of fitness for a particular purpose, or other warranty of any kind, express or implied,

regarding the pricing information received or transmitted by the Trustee. If the Plan Administrator does not, within ninety (90) days of receiving a unitization statement, notify the Trustee of any objection to the valuation, the unitization shall be deemed final and the Trustee will have no obligation to correct or reimburse the net asset value (NAV).

NAV Correction Procedures

The Trustee will apply its customary standards and procedures for NAV corrections, a copy of which may be provided upon request.

Expenses

Plan expenses can be charged directly to the unitized account. The Plan Administrator must instruct the Trustee as to any specific fees and expenses to be accrued in the unitized account and the rates at which such fees and expenses should be accrued. The Trustee requires five (5) business days advance notice of any adjustment or termination to fee accruals. The Plan Administrator is responsible for notifying the Trustee when money comes in or out of the unitized account and if, as a result of any such money movement, the fee accruals should be adjusted. From time to time, fee accruals may go negative. On a periodic basis, Trustee will provide to the Plan Administrator a written account of the fee accrual(s) for review. The Plan Administrator or Instructing Party is responsible for reviewing such account and for promptly advising Trustee of any necessary adjustments.

MassMutual's new investment platform for defined benefit pension plans offers plan sponsors more flexibility, more choice, ease of administration

March 21, 2019

(<https://www.facebook.com/sharer/sharer.php?s=100&p%5Burl%5D=http://www.massmutual.com/about-us/news-and-press-releases/press-releases/2019/03/massmutuals-new-investment-administration&p%5Btitle%5D=MassMutual%27s%20new%20investment%20platform%20for%20defined%20benefit%20pension%20plans%20offers%20plan%20sponsors%20more%20flexibility,%20m>

(<https://www.linkedin.com/shareArticle?mini=true&url=http://www.massmutual.com/about-us/news-and-press-releases/press-releases/2019/03/massmutuals-new-investment-platform-for-administration&title=MassMutual%20new%20investment%20platform%20for%20defined%20benefit%20pension%20plans%20offers%20plan%20sponsors%20more%20flexibility.%20more%20ch>

(<https://twitter.com/share?url=http://www.massmutual.com/about-us/news-and-press-releases/press-releases/2019/03/massmutuals-new-investment-platform-for-defined-benefit-pension-flexibility-more-choice-ease-of-administration&text=MassMutual's%20new%20investment%20platform%20for%20defined%20benefit%20pension%20plans%20offers%20plan%20sponsors%20more%20flexibility,%20more%20ch>)

New platform was developed in collaboration with Matrix Financial Solutions, a Broadridge company

SPRINGFIELD, Mass., March 21, 2019 – Massachusetts Mutual Life Insurance Company (MassMutual) is launching a new, expanded and more flexible investment platform designed specifically for defined benefit (DB) pension plans. The new platform was developed with Matrix Financial Solutions, a Broadridge company¹.

The new platform provides financial advisors and plan sponsors with access to enhanced reporting and on-line functionality, offers more registered investment options as well as the ability to customize investment offerings, and improves the plan sponsor experience. The platform aims to simplify the process of evaluating and selecting investment options and is supported by MassMutual's DB pension team that provides a consultative, client-focused approach.

“Our new investment platform is the latest installment of MassMutual’s longer-term strategy to capture a greater share of the DB market and expand our up-market capabilities to support larger pension plans of \$200 million or more,” said Michael O’Connor, Head of MassMutual’s Defined Benefit business. “We are upping our game by providing advisors and plan sponsors with greater flexibility, more choices, and ease of doing business as we become more digitally enabled as a DB plan provider.”

“Leveraging our leading technology, MassMutual is now able to provide a seamless client experience which is paramount to success in the DB large plan market,” said Cindy Dash, Senior Vice President and General Manager, Matrix. “We believe our technology creates an immediate, positive impact for their clients and helps attract future business to their platform.”

The new platform offers enhanced self-service reporting capabilities for easier, simplified administration. Sponsors and advisors can generate in-depth reports on trusts, measure investment performance against benchmarks, and create custom reports on individual plans. MassMutual serves more than 2,600 DB plans totaling more than \$20 billion in assets under administration as of Dec. 31, 2018.

The introduction of the investment platform is the latest installment of MassMutual's broader strategy to expand its support of the DB pension plan marketplace. The company launched its PensionSmart Analysis tool, which provides insights into an employer's issues and opportunities by examining the plan's current status, funding level, and service structure. MassMutual's pension experts can then assess the pension plan's health and make recommendations to the sponsor about appropriate options.

MassMutual has also introduced customized pension yield curves to help plan sponsors measure their pension obligations in a more informed and transparent way. The yield curve provides an improved benchmark to calculate the value of pension liabilities that gets reflected in a plan sponsor's balance sheet, and profit and loss statement.

"MassMutual is simplifying the complex to help plan sponsors more effectively manage their pension plan risks, achieve their pension plan goals, and honor their promises to workers and retirees," O'Connor said. "We want to be the provider of choice for employers that sponsor pension plans."

Matrix Financial Solutions is a leading provider of TrueOpenTM retirement products and services for third party administrators, financial advisors, banks and other financial professionals. Matrix serves more than 400 financial institutions with over \$300 billion in customer assets processed through its trading platform. For more information about Matrix, please visit www.broadridge.com (<http://www.broadridge.com>).

Popular News & Press Releases

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Short Retirement Horizon? Be Careful ([/planning/articles/short-retirement-horizon](#))

9 Questions You Should Ask about Life Insurance (/planning/articles/life-insurance-questions-answers)

College Bucks: 529 Investment Strategies (</planning/articles/529-investment-strategies>)

¹Neither Matrix Financial Solutions, nor Broadridge is affiliated with MassMutual or any of its subsidiaries.

About Broadridge

Broadridge Financial Solutions, Inc. (NYSE: BR), a \$4 billion global Fintech leader and a part of the S&P 500® Index, is a leading provider of investor communications and technology-driven solutions to banks, broker-dealers, asset managers and corporate issuers globally. Broadridge's investor communications, securities processing and managed services solutions help clients reduce their capital investments in operations infrastructure, allowing them to increase their focus on core business activities. With over 50 years of experience, Broadridge's infrastructure underpins proxy voting services for over 50 percent of public companies and mutual funds globally, and processes on average more than US \$5 trillion in fixed income and equity trades per day. Broadridge employs over 10,000 full-time associates in 18 countries.

About MassMutual

MassMutual is a leading mutual life insurance company that is run for the benefit of its members and participating policyowners. MassMutual offers a wide range of financial products and services, including life insurance, disability income insurance, long term care insurance, annuities, retirement plans and other employee benefits. For more information, visit www.massmutual.com (<https://www.massmutual.com>).

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Payments (<https://www.massmutual.com/payment-options>)

Forms (<https://www.massmutual.com/forms>)

Company

About MassMutual (<https://www.massmutual.com/about-us>)

Blog (<https://blog.massmutual.com>)

Careers (<https://www.massmutual.com/about-us/careers>)

Contact Us (<https://www.massmutual.com/contact-us>)

U.S. & International Affiliates (<https://www.massmutual.com/legal/us-and-international-affiliates>)

Solutions

For Individuals & Families (<https://www.massmutual.com>)

For Employers (<https://workplace.massmutual.com>)

For Institutions (<https://institutional.massmutual.com>)

Security

Cyber Security (<https://www.massmutual.com/legal/cyber-security>)

Alert: Counterfeit Checks (<https://www.massmutual.com/contact-us/special-investigation-unit>)

Information for Policyholders

Product/Fund Performance (<https://www.massmutual.com/product-performance/product-performance-listing-page>)

Disaster Relief (<https://www.massmutual.com/disaster-relief>)

Domestic Violence Hotline (<https://www.massmutual.com/domestic-violence-hotline>)

Modal Charge Disclosure and APR Calculator (<https://www.massmutual.com/planning/calculators/modal-apr-calculator>)

For Financial Professionals

MassMutual Edge (<https://retire.massmutual.com/advisor/public/login.aspx>)

FieldNet (<https://fieldnet.massmutual.com/flldnet/home/index.html>)

AnnuityWeb (<https://annuityweb.massmutual.com/annweb/public/registration/login.html>)

C&L Express (https://fieldnet.massmutual.com/clexpresslogin/clexpress_login.jsp)

Executive Group Life (https://www.massmutual.com/scripts/il/lcm_bal/acct_bkr.asp)

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CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.6.

DATE: May 7, 2019

TO: City Council

FROM: Scott Whitney, Police Chief, (805) 385-7624, scott.whitney@oxnardpd.org

SUBJECT: Donation of Used Diving Equipment to the Ventura County Sheriff's Volunteer Search and Rescue Inc., a 501(c)(3) non-profit organization (77-0295203).

RECOMMENDATION

That the City Council adopt a resolution 1) authorizing the donation of diving equipment previously used by the former Oxnard Public Safety Dive Team to the all volunteer Ventura County Sheriff's Office Search and Rescue Dive Team and 2) approving the related donation agreement. (Public Safety Committee approved 2-0)

BACKGROUND

The former Oxnard Public Safety Dive Team ("Team") was established in 1987 and consisted of 16 divers (ten Police personnel and six Fire Department personnel). The Team was dissolved in 2018 after a cost/benefit analysis showed unsustainable costs associated with ongoing monthly training required for the divers to maintain competency and certifications.

Although search, rescue, and recovery dive operations occur on a very infrequent basis, they are some of the most dangerous types of public safety operations. This is due to hazardous conditions in the water often associated with poor visibility, submerged objects, fishing lines, boats, etc. Given the inherent dangers of dive operations, the Team was required to participate in extensive ongoing monthly training to maintain competency and certifications. The ongoing training demands created stress on patrol staffing levels making it necessary to backfill with overtime to cover the shifts of the patrol officers attending the monthly dive team training.

Given the very limited number of incidents in the city requiring underwater search, rescue, and recovery services, coupled with the drain on patrol resources that was occurring to maintain monthly training, the decision was made to disband the Team. Prior to doing so, the department consulted with the Ventura County Sheriff's Office (VCSO). The VCSO has an all-volunteer civilian dive team consisting of 20 divers.

The VCSO provides monthly comprehensive training to the all-volunteer dive team. There is one deputy from the VCSO that is assigned to the team as a liaison. The volunteer team is trained on topics such as diving, underwater handling of evidence, conducting searches, preservation of victims, repelling from a helicopter etc. The team trains on a monthly basis. Each volunteer team member is required to supply their own diving equipment. The VCSO also has a team of 12 public safety divers (six deputies and six firefighters) that are trained to deploy from a helicopter. The six deputies are all crew chiefs for the VCSO Aviation Unit. Each year the team averages just 1 to 2 diving deployments from a helicopter.

The VCSO provided assurance to the department that the all-volunteer search and rescue dive team, and the public safety divers, would be available to our city in the event of a mutual aid request.

Staff recommends donating the surplus diving equipment from the former Oxnard Public Safety Dive Team to the Ventura County Sheriff's Volunteer Search and Rescue Inc., a 501 (c)(3) non-profit organization (77-0295203). The diving equipment will be used for the purpose of providing public safety-related diving services throughout the County, including the city of Oxnard.

STRATEGIC PRIORITIES

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

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

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

FINANCIAL IMPACT

There is no cost to the General Fund. The estimated value of the diving equipment is approximately \$65,617 (fair market value).

COMMITTEE OUTCOME

The Public Safety Committee voted 2-0 on April 9, 2019 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Robin Whitney, Police Commander

ATTACHMENTS

1. Attachment A- Inventory of Diving Equipment with Estimated Values
2. Attachment B - Used Dive Equipment VCSVSRDonation Agreement (3-13-19) (2)
3. Attachment C - Used Dive Equipment VCSVSR Donation Resolution (3-13-19) (1) (1)

Attachment A- Inventory of Diving Equipment with Estimated Values

Name	Price	Quantity	Total
Fins	\$30.00	18	\$540.00
Buoyancy Compensator	\$100.00	20	\$2,000.00
Hard Case	\$100.00	14	\$1,400.00
Mask	\$25.00	10	\$250.00
Metal Detector	\$230.00	1	\$230.00
Pony Tank Holder	\$40.00	14	\$560.00
Snorkel	\$5.00	7	\$35.00
Regulators	\$150.00	22	\$3,300.00
Tanks	\$80.00	52	\$4,160.00
Emergency Oxygen	\$400.00	1	\$400.00
Weight Belt	\$20.00	29	\$580.00
Weights	\$3.00 (per lb.)	294	\$882.00
Wetsuits	\$100.00	15	\$1,500.00
Wetsuit accessories	\$20.00	29	\$580.00
Misc scuba accessories	\$10.00	48	\$480.00
Scuba Compressor	\$7,000.00	1	\$7,000.00
Side Scan Sonar	\$8,000.00	1	\$8,000.00
Full face mask and Commms	\$1,200.00	15	\$18,000.00
Chest Harness	\$20.00	10	\$200.00
Surfaces Supply Equipment	\$500.00	1	\$500.00
Drysuits	\$900.00	15	\$13,500.00
Camera and Strobe	\$200.00	2	\$400.00
Flashlight	\$80.00	14	\$1,120.00
		TOTAL:	\$65,617.00

EQUIPMENT DONATION AGREEMENT

THIS EQUIPMENT DONATION AGREEMENT (“**Agreement**”), dated for purposes of identification only as March ____, 2019, is entered by and between the CITY OF OXNARD, a municipal corporation (“**Donor**”) and the Ventura County Sheriff’s Volunteer Search and Rescue Inc., a 501 (c)(3) non-profit organization (“**VCSVSR**”). Donor and VCSVSR are sometimes individually referred to as “**Party**” and collectively as “**Parties**.”

1. **Equipment.** Subject to the terms and conditions of this Agreement, Donor transfers all right, title and ownership of the equipment described in the attached **Exhibit A** (the “**Equipment**”), which is incorporated herein by this reference, to VCSVSR for the use and enjoyment of VCSVSR. Title to the Equipment will vest in VCSVSR upon the Equipment’s arrival to VCSVSR. Promptly upon receipt of Equipment by VCSVSR, Donor shall provide any and all documentation necessary to record the transfer of title in the Equipment.

2. **No Payment.** Donor and VCSVSR agree that each party’s performance of this Agreement constitutes full consideration and that VCSVSR is not obligated to pay for the Equipment.

3. **Use of Equipment.** VCSVSR may use the Equipment for any purpose it deems appropriate and there is no expectation or reversion of the Equipment to Donor under any circumstances whatsoever.

4. **Transportation of Equipment.** Donor shall be responsible for removing all previously identified items from the Equipment and transporting the Equipment to VCSVSR.

5. **No Warranty.** VCSVSR agrees and acknowledges that the Equipment is sold, conveyed, donated, or otherwise transferred “AS IS” without warranty of any kind, either express or implied, in fact or in law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Donor shall not be liable for any damages caused by VCSVSR’s receipt and/or use of the Equipment, including but not limited to, special, incidental, exemplary, indirect or consequential damages or for loss of profits, revenues or data, even if Donor has been advised of the possibility of such damages.

6. **Release of Liability.** By executing this Agreement, VCSVSR expressly waives, exempts, releases and discharges Donor, its City Council, each member thereof, and its directors, officers and employees, to the fullest extent allowed by law, from any and all claims, demands and actions for injury, loss or damage, arising out of or in any way connected to VCSVSR’s receipt, purchase and/or use of the Equipment, whether or not caused by any act, omission, negligence, or other fault of Donor, its City Council, each member thereof, or its directors, officers and employees, or by any other cause.

7. **Indemnification.**

a. To the fullest extent permitted by law, VCSVSR shall (1) immediately defend; (2) indemnify; and (3) hold harmless Donor, 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 VCSVSR’s receipt, purchase and/or use of the Equipment. 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. VCSVSR'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.

b. The duty to defend is a separate and distinct obligation from VCSVSR's duty to indemnify. VCSVSR shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to VCSVSR 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 VCSVSR 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 VCSVSR 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, VCSVSR may submit a claim to Donor for reimbursement of reasonable attorneys' fees and defense costs.

8. **Successors and Assigns.** All the covenants and provisions of this Agreement shall be binding upon and inure to the benefit of successors, legal representatives and assigns of Donor and VCSVSR to the same extent and effect as the same are binding upon and inure to the benefit of the parties hereto.

9. **Assignment.** VCSVSR shall not assign or transfer (whether voluntary or involuntary) this Agreement in whole or in part, or permit any other person or entity to use the rights or privileges hereby conveyed, without the prior written consent of Donor, which may be withheld in Donor's sole and absolute discretion. Any attempted act in violation of this Section shall be void and without effect and give Donor the right to immediately terminate this Agreement.

10. **Amendments and Modification.** This Agreement may be amended, modified or supplemented only by a written agreement signed by all of the parties hereto.

11. **Governing Law.** This Agreement shall be governed by the laws of the State of California.

12. **Venue.** Any legal action brought under this Agreement shall be instituted in the Superior Court of Ventura County, State of California, in an appropriate court in that county, or in the Federal District Court in the Central District of California.

13. **Attorneys' Fees.** In the event of a dispute between the parties with respect to the terms and conditions of this Agreement, the prevailing party shall be entitled to collect from the other its reasonable attorneys' fees as established by the judge or arbitrator presiding over such dispute.

14. **Severability.** If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

15. **Counterparts.** This Agreement may be executed in separate counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same agreement.

16. **Authority to Enter Agreement.** Each of the persons executing this Agreement on behalf of a party hereto warrants that: (i) such party is duly organized and existing; (ii) the signer is duly authorized to execute and deliver the Agreement on behalf of said party; (iii) by so executing this Agreement, such party is formally bound; and (iv) there is no litigation or legal proceeding that would prevent said party from entering into this Agreement.

17. **Effective Date.** This Agreement shall take effect immediately upon execution by the Donor.

18. **Entire Agreement.** This Agreement and the exhibits referenced or attached hereto constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all prior agreements, understandings and negotiations, both written and oral, between the parties with respect to the subject matter hereof. This Agreement is not intended to confer upon any person other than the parties hereto any rights and remedies hereunder.

City of Oxnard ("Donor")

Ventura County Sheriff's Volunteer Search and Rescue Inc. ("VCSVSR")¹

Tim Flynn, Mayor

By: _____

Its: _____

ATTEST:

By: _____

Michelle Ascencion, City Clerk

Its: _____

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT:

Scott Whitney, Police Chief

¹ The signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;

EXHIBIT A

EQUIPMENT DESCRIPTION

Inventory of Diving Equipment with Estimated Values

Name	Price	Quantity	Total
Fins	\$30.00	18	\$540.00
Buoyancy Compensator	\$100.00	20	\$2,000.00
Hard Case	\$100.00	14	\$1,400.00
Mask	\$25.00	10	\$250.00
Metal Detector	\$230.00	1	\$230.00
Pony Tank Holder	\$40.00	14	\$560.00
Snorkel	\$5.00	7	\$35.00
Regulators	\$150.00	22	\$3,300.00
Tanks	\$80.00	52	\$4,160.00
Emergency Oxygen	\$400.00	1	\$400.00
Weight Belt	\$20.00	29	\$580.00
Weights	\$3.00 (per lb.)	294	\$882.00
Wetsuits	\$100.00	15	\$1,500.00
Wetsuit accessories	\$20.00	29	\$580.00
Misc scuba accessories	\$10.00	48	\$480.00
Scuba Compressor	\$7,000.00	1	\$7,000.00
Side Scan Sonar	\$8,000.00	1	\$8,000.00
Full face mask and Commms	\$1,200.00	15	\$18,000.00
Chest Harness	\$20.00	10	\$200.00
Surfaces Supply Equipment	\$500.00	1	\$500.00
Drysuits	\$900.00	15	\$13,500.00
Camera and Strobe	\$200.00	2	\$400.00
Flashlight	\$80.00	14	\$1,120.00
		TOTAL:	\$65,617.00

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
AUTHORIZING THE DONATION OF DIVING EQUIPMENT PREVIOUSLY
USED BY THE FORMER OXNARD PUBLIC SAFETY DIVE TEAM TO THE
ALL-VOLUNTEER VENTURA COUNTY SHERIFF'S OFFICE SEARCH
AND RESCUE DIVE TEAM

WHEREAS, the City of Oxnard Public Safety Dive Team ("Team") was established in 1987 and consisted of 16 divers; and

WHEREAS, the Team was dissolved in 2018 after a cost/benefit analysis showed unsustainable costs associated with ongoing monthly training required for the divers to maintain competency and certifications; and

WHEREAS, Ventura County Sheriff's Volunteer Search and Rescue, Inc. ("VCSVSR") is an all-volunteer civilian dive team consisting of 20 divers, and a team of 12 public safety divers; and

WHEREAS, the VCSVSR provides monthly comprehensive training to the all-volunteer dive team; and

WHEREAS, each volunteer team member is required to supply their own diving equipment; and

WHEREAS, the VCSVSR has provided assurance to the Oxnard Police Department that the all-volunteer search and rescue dive team, and the public safety divers, would be available to the City in the event of a mutual aid request; and

WHEREAS, the City owns surplus equipment (the "Equipment") used by the Team, more specifically described in Exhibit A, which is attached hereto and incorporated by this reference, and

WHEREAS, the Police Department has requested that the Equipment be donated to the VCSVSR; and

WHEREAS, the City Council finds and determines that it is in the best interest of the City to authorize the donation of said Equipment to the VCSVSR since the donation will allow the City to dispose of the Equipment at no cost, and the equipment will provide numerous safety benefits to the public.

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

1. That the foregoing is true, correct and adopted.

2. That the Equipment Donation Agreement attached hereto as **Exhibit B** (Agreement No. 8133) is hereby approved and the Mayor is hereby authorized to execute said Agreement.

3. That, notwithstanding Resolution No. 11,717, the Oxnard Police Chief is hereby authorized to donate the Equipment to the VCSVSR pursuant to the terms of the Equipment Donation Agreement upon City Council adoption of this Resolution and the Mayor's execution of the Equipment Donation Agreement.

PASSED AND ADOPTED THIS ____th day of May, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Exhibit A- Inventory of Diving Equipment with Estimated Values

Name	Price	Quantity	Total
Fins	\$30.00	18	\$540.00
Buoyancy Compensator	\$100.00	20	\$2,000.00
Hard Case	\$100.00	14	\$1,400.00
Mask	\$25.00	10	\$250.00
Metal Detector	\$230.00	1	\$230.00
Pony Tank Holder	\$40.00	14	\$560.00
Snorkel	\$5.00	7	\$35.00
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Weight Belt	\$20.00	29	\$580.00
Weights	\$3.00 (per lb.)	294	\$882.00
Wetsuits	\$100.00	15	\$1,500.00
Wetsuit accessories	\$20.00	29	\$580.00
Misc scuba accessories	\$10.00	48	\$480.00
Scuba Compressor	\$7,000.00	1	\$7,000.00
Side Scan Sonar	\$8,000.00	1	\$8,000.00
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Drysuits	\$900.00	15	\$13,500.00
Camera and Strobe	\$200.00	2	\$400.00
Flashlight	\$80.00	14	\$1,120.00
		TOTAL:	\$65,617.00



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.7.

DATE: May 7, 2019

TO: City Council

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Approval of Third Amendment to Agreement for Trade Services with Weck Laboratories, Inc. for processing water testing samples for the Channel Islands Water Quality Issue.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute the Third Amendment to Agreement No. A-7583 with Weck Laboratories, Inc. to:

1. Add the Special Districts Division to the Agreement's Scope of Services; and
2. Increase the value of the Agreement from \$900,000 to \$960,000 for ongoing services relating to the Channel Islands Harbor water quality issue.

BACKGROUND

In June 2018, the Channel Islands Harbor experienced a degradation event, resulting in discoloration of the water and a small amount of marine life death. The areas most affected were in the back basins between Westport and Seabridge Community Facilities Districts. On November 13, 2018, the City Council approved the First Amendment to Agreement No. A-8093 to provide for water quality sampling, nutrient analysis, program management and presentations to the public through Aquatic Bioassay & Consulting Laboratories, Inc. As part of this agreement, the City would submit the water quality testing samples through our contract with WECK Laborites, Inc. for analysis.

DISCUSSION

Weck Laboratories, Inc. currently provides services to the City's Water, Wastewater and Recycled Water Divisions of Public Works. The Third Amendment to Agreement A-7583 with Weck Laboratories, Inc. is to provide funding to the Special Districts Division of Public Works analysis of the water quality samples taken by the City's consultant, Aquatic Bioassay & Consulting, Inc. for the analysis. This testing is being used to collect data as it related to the Water Quality Issue in the Channel Islands Harbor and its surrounding waterways.

STRATEGIC PRIORITIES

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

Objective 5b. Protect ocean and waterways.

FINANCIAL IMPACT

No additional funding is required for this amendment. Funding is available through the operational line items within the FY18/19 of the Assessment Districts listed. Costs for the Third Amendment are allocated as follows:

District	Account Number	Amount
Waterways Zone 1 – Mandalay Bay	121-1606-805- 8229	\$32,400
Waterways Zone 2 – Harbour Island	177-1606-805- 8229	\$5,302
Westport CFD 2	175-1606-805- 8229	\$7,658
Seabridge CFD 4	173-1606-805- 8229	\$13,550
Contingency		\$1,090
	TOTAL AMENDMENT	\$60,000

COMMITTEE OUTCOME

The Public Works and Transportation Committee voted 2-0 on April 9, 2019, to approve staff recommendation and to forward the item for Council approval.

Prepared by: Jeri Cooper, Manager

ATTACHMENTS

1. Attachment A - A-7583 Third Amendment
2. Attachment B - A-7583 Second Amendment
3. Attachment C - A-7583 First Amendment
4. Attachment D - Agreement A-7583

THIRD AMENDMENT TO AGREEMENT FOR TRADE SERVICES

This Third Amendment ("Third Amendment") to the Agreement for Trade Services ("Agreement") is made and entered into in the County of Ventura, State of California, this ____ day of _____, 2019, by and between the City of Oxnard, a municipal corporation ("City"), and Weck Laboratories, Inc. ("Vendor"). This Third Amendment amends the Agreement entered into on May 7, 2013, by City and Vendor. The Agreement previously has been amended on May 19, 2016, by a First Amendment, and on June 6, 2017, by a Second Amendment.

City and Vendor agree as follows:

1. In Section 4 of the Agreement, the "total amount not to exceed of \$900,000" is deleted and replaced with, "total amount not to exceed of \$960,000."
2. In Section 4 of the Agreement, the sentence "Separate invoices for Water, Wastewater, and Recycled Water services shall be provided when samples are submitted on separate chain-of-custody forms," is deleted in its entirety and replaced with, "Separate invoices for Water, Wastewater, Recycled Water and Special Districts services shall be provided when samples are submitted on separate chain-of-custody forms."
3. In Section 12 of the Agreement, the following City mail address is added:

"City of Oxnard
Special Districts
1060 Pacific Avenue
Oxnard, CA 93030
Attn: Division Manager"
4. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

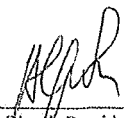
IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first written above.

CITY OF OXNARD

WECK LABORATORIES, INC.

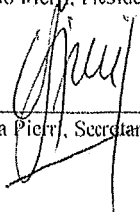
☒ Tim Flynn, Mayor
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ [name], Buyer

Date



Alfredo Pierri, President

Date 3/12/19



Cecilia Pierri, Secretary

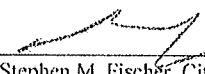
Date 3/12/19

ATTEST:

Michelle Ascencion, City Clerk
(only if Mayor signs)

Date

APPROVED AS TO FORM:



Stephen M. Fischer, City Attorney
(always required)

Date 3/6/19

SECOND AMENDMENT TO AGREEMENT FOR TRADE SERVICES

This Second Amendment ("Second Amendment") to the Agreement for Trade Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 6th day of June, 2017, by and between the City of Oxnard, a municipal corporation ("City"), and Weck Laboratories, Inc. ("Vendor"). This Second Amendment amends the Agreement entered into on May 7, 2013, by City and Vendor. The Agreement previously has been amended on May 19, 2016, by a First Amendment.

City and Vendor agree as follows:

1. In Section 3 of the Agreement, the date "May 7, 2017" is deleted and replaced with the date "May 7, 2020."

2. The following line item is added to Exhibit C:

Frequency	Approx Qty.	Item Description	Method	Unit Price	Extended Price
Anytime other than Tuesday and Wednesday	N/A	Pick-ups on non-routine days	N/A	\$180	N/A

3. As so amended, the Agreement remains in full force and effect.

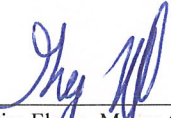
[Signatures on next page]



IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first written above.

CITY OF OXNARD

VENDOR/CONTRACTOR/CONSULTANT



☐ Tim Flynn, Mayor (if agreement is \$250,000.01 or more) Date 6-7-17
☒ Greg Nyhoff, City Manager (if agreement is \$25,000.01-\$250,000.00)
☐ [name], Purchasing Agent (if agreement is up to \$25,000.00)

Alfredo Pierri, President Date

Cecilia Pierri, President Date

ATTEST:

N/A

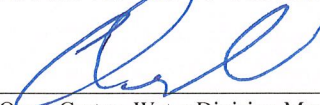
Michelle Ascencion, City Clerk Date
(if agreement is \$250,000.01 or more)

APPROVED AS TO FORM:

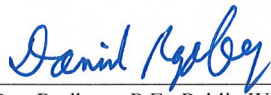


Stephen M. Fischer, City Attorney Date 5/2/17
(required for any agreement amount)

APPROVED AS TO CONTENT:



Omar Castro, Water Division Manager (required Date
for any agreement amount)



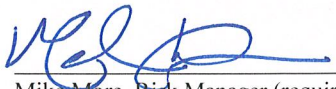
Dan Rydberg, P.E., Public Works Director (if Date
agreement is \$25,000.01 or more) 5-10-17

APPROVED AS TO AMOUNT:



Ruth Osuna, Assistant City Manager (if Date
agreement is \$250,000.01 or more) 6-7-17

APPROVED AS TO INSURANCE:



Mike More, Risk Manager (required Date
for any agreement amount) 5-17-17

The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

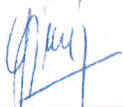
If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first written above.

CITY OF OXNARD

VENDOR/CONTRACTOR/CONSULTANT

☐ Tim Flynn, Mayor (if agreement is \$250,000.01 or more) _____ Date _____
☒ Greg Nyhoff, City Manager (if agreement is \$25,000.01-\$250,000.00) _____
☐ [name], Purchasing Agent (if agreement is up to \$25,000.00) _____

 _____ 5/3/17
Alfredo Pierri, President _____ Date _____
 _____ 5/3/17
Cecilia Pierri, ~~President~~ Secretary _____ Date _____

ATTEST:

Michelle Ascencion, City Clerk _____ Date _____
(if agreement is \$250,000.01 or more)

APPROVED AS TO FORM:

 _____ 5/2/17
Stephen M. Fischer, City Attorney _____ Date _____
(required for any agreement amount)

APPROVED AS TO CONTENT:

Omar Castro, Water Division Manager (required for any agreement amount) _____ Date _____

Dan Rydberg, P.E., Public Works Director (if agreement is \$25,000.01 or more) _____ Date _____

APPROVED AS TO AMOUNT:

Ruth Ozuna, Assistant City Manager (if agreement is \$250,000.01 or more) _____ Date _____

APPROVED AS TO INSURANCE:

Mike More, Risk Manager (required for any agreement amount) _____ Date _____

The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/6/2017

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

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

PRODUCER Spectrum Risk Management 74 Discovery Irvine, CA 92618 www.spectrumrisk.com 0C77485	CONTACT NAME: Account Manager PHONE (A/C, No, Ext): 949-756-5730 FAX (A/C, No): 949-756-5740 E-MAIL ADDRESS: office@spectrumrisk.com INSURER(S) AFFORDING COVERAGE INSURER A: Everest Indemnity Insurance Company INSURER B: American Fire and Casualty Company INSURER C: Republic Indemnity Company of America INSURER D: INSURER E: INSURER F:
INSURED Weck Laboratories, Inc. Weck Analytical Environmental Services, Inc. 14859 East Clark Avenue City of Industry CA 91745	NAIC # 10851 24066 22179

COVERAGES**CERTIFICATE NUMBER:** 35029892**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	☒		EF4ML0532 7 161	6/22/2016	6/22/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	☒	☒	BAA (18) 55 99 57 10	4/9/2017	4/9/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y ☐ N/A	☒	177031-09	4/9/2017	4/9/2018	☒ 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
A	Professional Liability Claims Made			EF4ML0532 7 161	6/22/2016	6/22/2017	Aggregate: \$2,000,000 Each Incident: \$2,000,000 Deductible: \$5,000 each incident Retro Date: 6/22/1995

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

Reference #4385-08-DS City of Oxnard, its City Council, officers, employees, agents and volunteers are an Additional Insured as required by written contract with named insured per attached policy form CG 2037 as respects to general liability. GL deductible is \$5,000 per occurrence. Primary and non contributory terms apply to general liability per attached policy form ECG2458812/15. Auto liability additional insured terms apply per attached policy form CA8810. Auto Liability and Work Comp waiver of subrogation applies per attached endorsements.

CERTIFICATE HOLDER

City of Oxnard
300 West Third Street, Suite 302
Oxnard CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Victor Farfan

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ACORD 25 (2016/03)

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**ADDITIONAL REMARKS SCHEDULE**

Page ____ of ____

AGENCY Spectrum Risk Management		NAMED INSURED Weck Laboratories, Inc. Weck Analytical Environmental Services, Inc. 14859 East Clark Avenue City of Industry CA 91745	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability (03/16)**HOLDER:** City of Oxnard**ADDRESS:** 300 West Third Street, Suite 302 Oxnard CA 93030**CANCELLATION CLAUSE - REVISED LANGUAGE**

AS REQUIRED BY LICENSING AND STATUTORY REGULATIONS, THE NEW EDITION OF THE ACORD 25 CERTIFICATE OF LIABILITY INSURANCE (2016/03) IS BEING IMPLEMENTED. THE CANCELLATION CLAUSE HAS BEEN MODIFIED AND CAN NO LONGER BE AMENDED.

POLICY NUMBER: EF4ML0532 7 161

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Blanket where required by written contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY PROVISION – YOUR ONGOING AND/OR COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTOR'S POLLUTION LIABILITY COVERAGE PART
MOTOR VEHICLES POLLUTION LIABILITY COVERAGE PART

Paragraph 4., **Other Insurance of Conditions (Section IV)** is amended by the addition of the following:

If other liability insurance similar to this insurance listing as a Named Insured a person or organization that is:

- a. An owner of real or personal property on which you are performing operations; or
- b. A contractor on whose behalf you are performing operations,

and this policy names those persons or organizations as additional insureds for those operations, then this insurance is primary to that other insurance, and that other insurance shall not contribute to amounts payable under this insurance, for liability arising out of your ongoing and/or completed operations performed for that person or organization under a written contract which requires that this insurance be primary. However, this does not apply if the written contract was not executed prior to the date that your operations for that person or organization commenced.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/22/2016

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

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

PRODUCER Spectrum Risk Management 74 Discovery Irvine, CA 92618 www.spectrumrisk.com	CONTACT NAME: Account Manager PHONE (A/C, No, Ext): 949-756-5730 FAX (A/C, No): 949-756-5740 E-MAIL ADDRESS: office@spectrumrisk.com INSURER(S) AFFORDING COVERAGE INSURER A: Everest Indemnity Insurance Company INSURER B: American Fire and Casualty Company INSURER C: Republic Indemnity Company of America INSURER D: INSURER E: INSURER F:
OC77485	NAIC # 10851 24066 22179

COVERAGES**CERTIFICATE NUMBER:** 30522037**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	☒	☐	EF4ML0532 7 161	6/22/2016	6/22/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	☒	☒	BAA (17) 55 99 57 10	3/4/2016	3/4/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☒	☐	177031-08	4/9/2016	4/9/2017	☒ 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
A	Professional Liability Claims Made			EF4ML0532 7 161	6/22/2016	6/22/2017	Aggregate: \$2,000,000 Each Incident: \$2,000,000 Deductible: \$5,000 each incident Retro Date: 6/22/1995

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

Reference #4385-08-DS City of Oxnard, its City Council, officers, employees, agents and volunteers are an Additional Insured as required by written contract with named insured per attached policy form CG 2037 as respects to general liability. GL deductible is \$5,000 per occurrence. Primary and non contributory terms apply to general liability per attached policy form ECG2458812/15. Auto liability additional insured terms apply per attached policy form CA8810. Auto Liability and Work Comp waiver of subrogation applies per attached endorsements.

CERTIFICATE HOLDER**CANCELLATION**

City of Oxnard
300 West Third Street, Suite 302
Oxnard CA 93030

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

AUTHORIZED REPRESENTATIVE

Victor Farfan

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ACORD 25 (2016/03)

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ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Spectrum Risk Management		NAMED INSURED Weck Laboratories, Inc. Weck Analytical Environmental Services, Inc. 14859 East Clark Avenue City of Industry CA 91745
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (03/16)

HOLDER: City of Oxnard

ADDRESS: 300 West Third Street, Suite 302 Oxnard CA 93030

CANCELLATION CLAUSE - REVISED LANGUAGE

AS REQUIRED BY LICENSING AND STATUTORY REGULATIONS, THE NEW EDITION OF THE ACORD 25 CERTIFICATE OF LIABILITY INSURANCE (2010/05) IS BEING IMPLEMENTED. THE CANCELLATION CLAUSE HAS BEEN MODIFIED AND CAN NO LONGER BE AMENDED.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Blanket where required by written contract.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: EF4ML0532 7 161

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Blanket where required by written contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY PROVISION – YOUR ONGOING AND/OR COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTOR'S POLLUTION LIABILITY COVERAGE PART
MOTOR VEHICLES POLLUTION LIABILITY COVERAGE PART

Paragraph 4., **Other Insurance of Conditions (Section IV)** is amended by the addition of the following:

If other liability insurance similar to this insurance listing as a Named Insured a person or organization that is:

- a. An owner of real or personal property on which you are performing operations; or
- b. A contractor on whose behalf you are performing operations,

and this policy names those persons or organizations as additional insureds for those operations, then this insurance is primary to that other insurance, and that other insurance shall not contribute to amounts payable under this insurance, for liability arising out of your ongoing and/or completed operations performed for that person or organization under a written contract which requires that this insurance be primary. However, this does not apply if the written contract was not executed prior to the date that your operations for that person or organization commenced.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

COVERAGE INDEX

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SECTION II - LIABILITY COVERAGE is amended as follows:

1. BROAD FORM INSURED

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

d. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period. However, "insured" does not include any organization that:

- (1) Is a partnership or joint venture; or
- (2) Is an insured under any other automobile policy; or
- (3) Has exhausted its Limit of Insurance under any other automobile policy.

Paragraph d. (2) of this provision does not apply to a policy written to apply specifically in excess of this policy.

e. Any organization you newly acquire or form, other than a partnership or joint venture, of which you own more than 50 percent of the voting stock. This automatic coverage is afforded only for 180 days from the date of acquisition or formation. However, coverage under this provision does not apply:

- (1) If there is similar insurance or a self-insured retention plan available to that organization;

- (2) If the Limits of Insurance of any other insurance policy have been exhausted; or
- (3) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- f. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow, but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- g. An "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- h. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit

4. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$500 a day because of time off from work.

5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, exclusion B.5. FELLOW EMPLOYEE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

6. HIRED AUTO PHYSICAL DAMAGE

Paragraph A.4. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or

- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

- A. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
- (1) \$50,000; or
 - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
- B. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- C. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
- D. Subject to a maximum of \$1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.
- E. This coverage extension does not apply to:
- (1) Any "auto" that is hired, rented or borrowed with a driver; or
 - (2) Any "auto" that is hired, rented or borrowed from your "employee".

For the purposes of this provision, SECTION V - DEFINITIONS is amended by adding the following: "Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

7. TOWING AND LABOR

SECTION III - PHYSICAL DAMAGE COVERAGE, paragraph A.2. Towing, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$50 per disablement.
- b. For "light trucks", we will pay up to \$50 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

8. PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a., Coverage Extension of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500

9. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto".
- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph 4. Coverage Extension.
- f. No deductible applies to this coverage.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision 11.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

11. PERSONAL EFFECTS COVERAGE

- A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

- B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

12. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

13. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS, exception paragraph a. to exclusions 4.c. and 4.d. is deleted and replaced with the following:

Exclusion 4.c. and 4.d. do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto" and physical damage coverages are provided for the covered "auto"; or

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

14. LOAN / LEASE GAP COVERAGE

- A. Paragraph C., LIMIT OF INSURANCE of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
 - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss",
 - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear,
 - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease,
 - d. Transfer or rollover balances from previous loans or leases,
 - e. Final payment due under a "Balloon Loan",
 - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto",
 - g. Security deposits not refunded by a lessor,
 - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto",
 - i. Any amount representing taxes,
 - j. Loan or lease termination fees; or
2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

- B. ADDITIONAL CONDITIONS

This coverage applies only to the original loan for which the covered "auto" that incurred the loss serves as collateral, or lease written on the covered "auto" that incurred the loss.

- C. SECTION V - DEFINITIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

15. **GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Paragraph **D. Deductible** of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

16. **PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)**

Paragraph **D. Deductible** of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

17. **TWO OR MORE DEDUCTIBLES**

Under SECTION III PHYSICAL DAMAGE COVERAGE, if two or more company policies or coverage forms apply to the same accident, the following applies to paragraph D. Deductible:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the loss involves two or more Business Auto coverage forms or policies the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement company means any company that is part of the Liberty Mutual Group.

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

18. **UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

19. **AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS**

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph **A.2.a.** is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
 - 1. You, if you are an individual;
 - 2. A partner, if you are a partnership;
 - 3. Member, if you are a limited liability company;
 - 4. An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (1) How, when and where the "accident" or "loss" took place;
- (2) The "insureds" name and address; and
- (3) The names and addresses of any injured persons and witnesses.

20. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph **A.5.**, Transfer of Rights of Recovery Against Others to Us, is amended by the addition of the following:

If the person or organization has waived those rights before an "accident" or "loss", our rights are waived also.

21. HIRED AUTO COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph **B.7.**, Policy Period, Coverage Territory, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the insured's responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

SECTION V - DEFINITIONS is amended as follows:

22. BODILY INJURY REDEFINED

Under SECTION V - DEFINITIONS, definition **C.** is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

COMMON POLICY CONDITIONS

23. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS, paragraph **A.** - CANCELLATION condition applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states which require more than 60 days prior notice of cancellation.



Coverage Is Provided In:
American Fire and Casualty Company - a stock company

Policy Number:
BAA (17) 55 99 57 10
Policy Period:
From 03/04/2016 To 03/04/2017
Endorsement Period:
From 03/04/2016 to 03/04/2017
12:01 am Standard Time
at Insured Mailing Location

Policy Change Endorsement

Named Insured & Mailing Address

WECK LABORATORIES, INC
14859 EAST CLARK AVE
CITY OF INDUSTRY, CA 91745

Agent Mailing Address & Phone No.

(949) 756-5730
SPECTRUM RISK MANAGEMENT & INS
74 DISCOVERY
IRVINE, CA 92618-3105

CHANGES TO POLICY - TRANSACTION # 2

This Policy Change Endorsement Results In A Change In The Charges As Follows:

No Change in Premium

Description of Change(s)

Adding Waiver of Subrogation CA8862 0113
effective 05/17/2016: City of Oxnard, Risk
Manager, Reference No. Agreement A-7583, 300
West Third Street, Suite 302, Oxnard, California
93030.

Servicing Office Southern California
and Issue Date 04/29/16

Authorized Representative

To report a claim, call your Agent or 1-800-362-0000

DS 70 27 01 08



Coverage Is Provided In:

American Fire and Casualty Company - a stock company

Policy Number:

BAA (17) 55 99 57 10

Policy Period:

From 03/04/2016 To 03/04/2017

Endorsement Period:

From 03/04/2016 to 03/04/2017

12:01 am Standard Time

at Insured Mailing Location

Policy Change Endorsement

Named Insured

WECK LABORATORIES, INC

Agent

(949) 756-5730

SPECTRUM RISK MANAGEMENT & INS

POLICY FORMS AND ENDORSEMENTS

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

These Forms and Endorsements were included in your original policy. An asterisk(*) indicates a new or updated version is included in this package.

FORM NUMBER	TITLE
AC 00 31 01 14	Changes in Your Policy
AC 84 70 05 15	Punitive or Exemplary Damages Exclusion - CA
CA 00 01 03 06	Business Auto Coverage Form
CA 01 43 05 07	California Changes
CA 20 48 02 99	Designated Insured
CA 21 54 09 09	California Uninsured Motorists Coverage - Bodily Injury
CA 23 85 01 06	Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism
CA 85 47 12 93	Temporary Substitute Auto - Physical Damage Insurance
CA 85 53 12 93	Recreational Trailers and Boat Trailers
CA 88 10 01 13	Business Auto Coverage Enhancement Endorsement
*CA 88 62 01 13	Waiver of Transfer of Right of Recovery Against Others to Us
IL 00 17 11 98	Common Policy Conditions
IL 00 21 09 08	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
IL 02 70 09 12	California Changes - Cancellation and NonRenewal

Servicing Office Southern California
and Issue Date 04/29/16

Authorized Representative

To report a claim, call your Agent or 1-800-362-0000

DS 70 27 01 08



Coverage Is Provided In:
American Fire and Casualty Company - a stock company

Policy Number:
BAA (17) 55 99 57 10
Policy Period:
From 03/04/2016 To 03/04/2017
12:01 am Standard Time
at Insured Mailing Location

Business Automobile
Revised Policy Declarations

ITEM ONE:

Named Insured

Agent

WECK LABORATORIES, INC

(949) 756-5730
SPECTRUM RISK MANAGEMENT & INS

ITEM TWO: SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

*See Business Auto Coverage Form CA 00 01 for Covered Auto Symbol Descriptions

COVERAGES	LIMIT	PREMIUM
Liability Insurance	\$1,000,000 each accident Covered Auto Symbol(s) 01*	\$3,563.00
Uninsured Motorists	\$1,000,000 each accident	\$545.00
California	California Uninsured Motorists Coverage - Bodily Injury Covered Auto Symbol(s) 02*	
Physical Damage	Refer to Item Three	
Comprehensive	Covered Auto Symbol(s) 02*	\$597.00
Collision	Covered Auto Symbol(s) 02*	\$835.00
Miscellaneous Coverages	Business Auto Enhancement Endorsement	\$94.00

Total Provisional Charges: \$5,634.00

Note: This is not a bill

To report a claim, call your Agent or 1-800-362-0000
DS 70 43 01 08



Coverage Is Provided In:
American Fire and Casualty Company - a stock company

Policy Number:
BAA (17) 55 99 57 10
Policy Period:
From 03/04/2016 To 03/04/2017
12:01 am Standard Time
at Insured Mailing Location

Business Automobile
Revised Policy Declarations

Named Insured

WECK LABORATORIES, INC

Agent

(949) 756-5730
SPECTRUM RISK MANAGEMENT & INS

SUMMARY OF COVERED VEHICLES

UNIT	YEAR	MAKE/MODEL	VIN	TERR	ST	CLASS	ZIP	SYM/COST
001	2006	TOYOTA TACOMA 4X2	5TETX22N76Z259560	003	04	03199	91745	\$17,220
002	2009	TOYOTA TACOMA 4X2	5TETX22N99Z603152	003	04	03199	91745	\$19,205
003	2015	Nissan NV200 SV	3N6CM0KN3FK716657	003	04	03199	91745	\$21,230
004	2015	MERCEDES S550 COUP	WDDXJ8FB4FA009053	003	04	7391	91745	\$120,000

To report a claim, call your Agent or 1-800-362-0000
DS 70 43 01 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM

The Transfer Of Rights of Recovery Against Others To Us Condition does not apply to the person(s), or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

SCHEDULE

Name(s) of Person(s) or Organization(s): City of Oxnard
Risk Manager
Reference No. Agreement A-7583
300 West Third Street, Suite 302, Oxnard, CA 93030

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

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

State	Person or Organization	Job Description
California	City of Oxnard 300 West Third Street, Suite 5 Oxnard, CA 93030	Water Analysis

The additional premium charge for this endorsement shall be \$50 per job for those listed above.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Republic Indemnity Company of America	
Company Number	19739
Insured	Weck Laboratories, Inc.
Policy Number	177031-08
Endorsement Number	23
Endorsement Effective	May 07, 2016
Printed On	May 02, 2016

Countersigned by : _____

FIRST AMENDMENT TO AGREEMENT FOR TRADE SERVICES

This First Amendment ("First Amendment") to the Agreement for Trade Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 19th day of May, 2016, by and between the City of Oxnard, a municipal corporation ("City"), and Weck Laboratories, Inc. ("Vendor"). This First Amendment amends the Agreement entered into on May 7, 2013, by City and Vendor.

City and Vendor agree as follows:

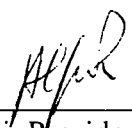
1. In Section 3, the date "May 7, 2016" is deleted and replaced with the date "May 7, 2017."
2. The second sentence of Section 4 is replaced in its entirety with the following: "Agreement is not to exceed \$900,000 for the term of May 7, 2013 to May 7, 2017".
3. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

VENDOR



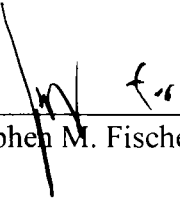
Greg Nyhoff, City Manager



Alfredo Pierri, President
Weck Laboratories, Inc.

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

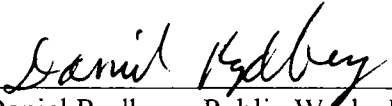


Stephen M. Fischer, City Attorney

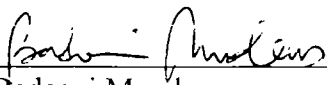


Risk Manager

APPROVED AS TO CONTENT:



Daniel Rydberg, Public Works Director



Badaoui Mouderrès
Interim Environmental Compliance &
Program Management Division Manager

6/20/2016 H-1(D)
DATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/3/2016

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

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

PRODUCER Spectrum Risk Management
74 Discovery
Irvine, CA 92618

CONTACT NAME: Account Manager
PHONE (A/C, No, Ext): 949-756-5730 FAX (A/C, No): 949-756-5740
E-MAIL ADDRESS: office@spectrumrisk.com

www.spectrumrisk.com

0C77485

INSURED
Weck Laboratories, Inc.
Weck Analytical Environmental Services, Inc.
14859 East Clark Avenue
City of Industry CA 91745

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Everest Indemnity Insurance Company	10851
INSURER B: American Fire and Casualty Company	24066
INSURER C: Republic Indemnity Company of America	22179
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 29763808

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.

INSURANCE TYPE	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	☒		EF4ML0532 7151	6/22/2015	6/22/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	☒	☒	BAA (17) 55 99 57 10	3/4/2016	3/4/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☒	N/A	177031-08	4/9/2016	4/9/2017	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Claims Made			EF4ML0532 7151	6/22/2015	6/22/2016	Aggregate: \$2,000,000 Each Incident: \$1,000,000 Deductible: \$5,000 Retro Date: 6/22/1995

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

Reference #4385-08-DS City of Oxnard, its City Council, officers, employees, agents and volunteers are an Additional Insured as required by written contract with named insured per attached policy form CG 2037 as respects to general liability. GL deductible is \$5,000 per occurrence. Primary and non contributory terms apply to general liability per attached policy from ECG 24514. Auto liability additional insured terms apply per attached policy form CA8810. Auto Liability and Work Comp waiver of subrogation applies per attached endorsements.

CERTIFICATE HOLDER

City of Oxnard
300 West Third Street, Suite 302
Oxnard CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Victor Farfan

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ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: 2117

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**

Page ____ of ____

AGENCY Spectrum Risk Management		NAMED INSURED Weck Laboratories, Inc. Weck Analytical Environmental Services, Inc. 14859 East Clark Avenue City of Industry CA 91745
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability (03/16)**HOLDER:** City of Oxnard**ADDRESS:** 300 West Third Street, Suite 302 Oxnard CA 93030

CANCELLATION CLAUSE - REVISED LANGUAGE

AS REQUIRED BY LICENSING AND STATUTORY REGULATIONS, THE NEW EDITION OF THE ACORD 25 CERTIFICATE OF LIABILITY INSURANCE (2010/05) IS BEING IMPLEMENTED. THE CANCELLATION CLAUSE HAS BEEN MODIFIED AND CAN NO LONGER BE AMENDED.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Blanket where required by written contract.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions, or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed, or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: EF4ML0532 7151

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Blanket where required by written contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY PROVISION – YOUR OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph 4., **Other Insurance of Conditions (Section IV)** is amended by the addition of the following:

If insurance similar to this insurance is held by a person or organization that is:

- a. An owner of real or personal property on which you are performing operations; or
- b. A contractor on whose behalf you are performing operations,

this insurance is primary to that other insurance, and that other insurance shall not contribute to amounts payable under this insurance, for liability arising out of your ongoing operations performed for that person or organization under a written contract. However, this does not apply to any person or organization:

- a. From whom you did not receive a specific written request that this insurance be primary insurance, or if you did not receive that request prior to the date that your operations for that person or organization commenced; or
- b. For whom a certificate of insurance evidencing that request is not on file with, or received by, us prior to sixty days after the end of the policy period for this insurance.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

COVERAGE INDEX

<u>SUBJECT</u>	<u>PROVISION NUMBER</u>
ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT	3
ACCIDENTAL AIRBAG DEPLOYMENT	12
AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS	19
AMENDED FELLOW EMPLOYEE EXCLUSION	5
AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE	13
BROAD FORM INSURED	1
BODILY INJURY REDEFINED	22
EMPLOYEES AS INSURED (including employee hired auto)	2
EXTENDED CANCELLATION CONDITION	23
EXTRA EXPENSE - BROADENED COVERAGE	10
GLASS REPAIR - WAIVER OF DEDUCTIBLE	15
HIRED AUTO PHYSICAL DAMAGE (including employee hired auto and loss of use)	6
HIRED AUTO COVERAGE TERRITORY	20
LOAN / LEASE GAP	14
PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)	16
PERSONAL EFFECTS COVERAGE	11
PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE	8
RENTAL REIMBURSEMENT	9
SUPPLEMENTARY PAYMENTS	4
TOWING AND LABOR	7
TWO OR MORE DEDUCTIBLES	17
UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS	18
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US	20

SECTION II - LIABILITY COVERAGE is amended as follows:

1. BROAD FORM INSURED

SECTION II - LIABILITY COVERAGE, paragraph **A.1. - WHO IS AN INSURED** is amended to include the following as an insured:

- d. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period. However, "insured" does not include any organization that:

- (1) Is a partnership or joint venture; or
- (2) Is an insured under any other automobile policy; or
- (3) Has exhausted its Limit of Insurance under any other automobile policy.

Paragraph d. (2) of this provision does not apply to a policy written to apply specifically in excess of this policy.

- e. Any organization you newly acquire or form, other than a partnership or joint venture, of which you own more than 50 percent of the voting stock. This automatic coverage is afforded only for 180 days from the date of acquisition or formation. However, coverage under this provision does not apply:

- (1) If there is similar insurance or a self-insured retention plan available to that organization;

- (2) If the Limits of Insurance of any other insurance policy have been exhausted; or
- (3) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- f. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow, but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- g. An "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- h. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit

4. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$500 a day because of time off from work.

5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, exclusion B.5. FELLOW EMPLOYEE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

6. HIRED AUTO PHYSICAL DAMAGE

Paragraph A.4. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or

- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

- A. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
- (1) \$50,000; or
 - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
- B. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- C. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
- D. Subject to a maximum of \$1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.
- E. This coverage extension does not apply to:
- (1) Any "auto" that is hired, rented or borrowed with a driver; or
 - (2) Any "auto" that is hired, rented or borrowed from your "employee".

For the purposes of this provision, SECTION V - DEFINITIONS is amended by adding the following:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

7. TOWING AND LABOR

SECTION III - PHYSICAL DAMAGE COVERAGE, paragraph A.2. Towing, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$50 per disablement.
- b. For "light trucks", we will pay up to \$50 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

8. PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a., Coverage Extension of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500

9. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto".
- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph 4. Coverage Extension.
- f. No deductible applies to this coverage.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision 11.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

11. PERSONAL EFFECTS COVERAGE

- A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

- B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

12. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

13. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS, exception paragraph a. to exclusions 4.c. and 4.d. is deleted and replaced with the following:

Exclusion 4.c. and 4.d. do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto" and physical damage coverages are provided for the covered "auto"; or

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

14. LOAN / LEASE GAP COVERAGE

- A. Paragraph C., LIMIT OF INSURANCE of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
 - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss",
 - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear,
 - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease,
 - d. Transfer or rollover balances from previous loans or leases,
 - e. Final payment due under a "Balloon Loan",
 - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto",
 - g. Security deposits not refunded by a lessor,
 - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto",
 - i. Any amount representing taxes,
 - j. Loan or lease termination fees; or
2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

B. ADDITIONAL CONDITIONS

This coverage applies only to the original loan for which the covered "auto" that incurred the loss serves as collateral, or lease written on the covered "auto" that incurred the loss.

- C. SECTION V - DEFINITIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

15. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Paragraph **D. Deductible** of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

16. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph **D. Deductible** of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

17. TWO OR MORE DEDUCTIBLES

Under SECTION III PHYSICAL DAMAGE COVERAGE, if two or more company policies or coverage forms apply to the same accident, the following applies to paragraph D. Deductible:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the loss involves two or more Business Auto coverage forms or policies the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement company means any company that is part of the Liberty Mutual Group.

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

18. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

19. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph **A.2.a.** is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
 1. You, if you are an individual;
 2. A partner, if you are a partnership;
 3. Member, if you are a limited liability company;
 4. An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (1) How, when and where the "accident" or "loss" took place;
- (2) The "insureds" name and address; and
- (3) The names and addresses of any injured persons and witnesses.

20. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph A.5., Transfer of Rights of Recovery Against Others to Us, is amended by the addition of the following:

If the person or organization has waived those rights before an "accident" or "loss", our rights are waived also.

21. HIRED AUTO COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph B.7., Policy Period, Coverage Territory, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the insured's responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

SECTION V - DEFINITIONS is amended as follows:

22. BODILY INJURY REDEFINED

Under SECTION V - DEFINITIONS, definition C. is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

COMMON POLICY CONDITIONS

23. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS, paragraph A. - CANCELLATION condition applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states which require more than 60 days prior notice of cancellation.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

State	Person or Organization	Job Description
California	City of Oxnard 300 West Third Street, Suite 5 Oxnard, CA 93030	Water Analysis

The additional premium charge for this endorsement shall be \$50 per job for those listed above.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Republic Indemnity Company of America	
Company Number	19739
Insured	Weck Laboratories, Inc.
Policy Number	177031-08
Endorsement Number	23
Endorsement Effective	May 07, 2016
Printed On	May 02, 2016

Countersigned by : _____



Coverage Is Provided In:
American Fire and Casualty Company - a stock company

Policy Number:
BAA (17) 55 99 57 10
Policy Period:
From 03/04/2016 To 03/04/2017
Endorsement Period:
From 03/04/2016 to 03/04/2017
12:01 am Standard Time
at Insured Mailing Location

Policy Change Endorsement

Named Insured & Mailing Address

WECK LABORATORIES, INC
14859 EAST CLARK AVE
CITY OF INDUSTRY, CA 91745

Agent Mailing Address & Phone No.

(949) 756-5730
SPECTRUM RISK MANAGEMENT & INS
74 DISCOVERY
IRVINE, CA 92618-3105

CHANGES TO POLICY - TRANSACTION # 2

This Policy Change Endorsement Results In A Change In The Charges As Follows:

No Change in Premium

Description of Change(s)

Adding Waiver of Subrogation CA8862 0113
effective 05/17/2016: City of Oxnard, Risk
Manager, Reference No. Agreement A-7583, 300
West Third Street, Suite 302, Oxnard, California
93030.

Servicing Office Southern California
and Issue Date 04/29/16

Authorized Representative

To report a claim, call your Agent or 1-800-362-0000

DS 70 27 01 08



Coverage Is Provided In:
American Fire and Casualty Company - a stock company

Policy Number:
BAA (17) 55 99 57 10
Policy Period:
From 03/04/2016 To 03/04/2017
Endorsement Period:
From 03/04/2016 to 03/04/2017
12:01 am Standard Time
at Insured Mailing Location

Policy Change Endorsement

Named Insured

WECK LABORATORIES, INC

Agent

(949) 756-5730
SPECTRUM RISK MANAGEMENT & INS

POLICY FORMS AND ENDORSEMENTS

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

These Forms and Endorsements were included in your original policy. An asterisk(*) indicates a new or updated version is included in this package.

FORM NUMBER	TITLE
AC 00 31 01 14	Changes in Your Policy
AC 84 70 05 15	Punitive or Exemplary Damages Exclusion - CA
CA 00 01 03 06	Business Auto Coverage Form
CA 01 43 05 07	California Changes
CA 20 48 02 99	Designated Insured
CA 21 54 09 09	California Uninsured Motorists Coverage - Bodily Injury
CA 23 85 01 06	Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism
CA 85 47 12 93	Temporary Substitute Auto - Physical Damage Insurance
CA 85 53 12 93	Recreational Trailers and Boat Trailers
CA 88 10 01 13	Business Auto Coverage Enhancement Endorsement
*CA 88 62 01 13	Waiver of Transfer of Right of Recovery Against Others to Us
IL 00 17 11 98	Common Policy Conditions
IL 00 21 09 08	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
IL 02 70 09 12	California Changes - Cancellation and NonRenewal

Servicing Office Southern California
and Issue Date 04/29/16

Authorized Representative

To report a claim, call your Agent or 1-800-362-0000

DS 70 27 01 08



Coverage Is Provided In:
American Fire and Casualty Company - a stock company

Policy Number:
BAA (17) 55 99 57 10
Policy Period:
From 03/04/2016 To 03/04/2017
12:01 am Standard Time
at Insured Mailing Location

Business Automobile
Revised Policy Declarations

ITEM ONE:

Named Insured

Agent

WECK LABORATORIES, INC

(949) 756-5730
SPECTRUM RISK MANAGEMENT & INS

ITEM TWO: SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

*See Business Auto Coverage Form CA 00 01 for Covered Auto Symbol Descriptions

COVERAGES	LIMIT	PREMIUM
Liability Insurance	\$1,000,000 each accident Covered Auto Symbol(s) 01*	\$3,563.00
Uninsured Motorists	\$1,000,000 each accident	\$545.00
California	California Uninsured Motorists Coverage - Bodily Injury Covered Auto Symbol(s) 02*	
Physical Damage	Refer to Item Three	
Comprehensive	Covered Auto Symbol(s) 02*	\$597.00
Collision	Covered Auto Symbol(s) 02*	\$835.00
Miscellaneous Coverages	Business Auto Enhancement Endorsement	\$94.00

Total Provisional Charges: \$5,634.00

Note: This is not a bill

To report a claim, call your Agent or 1-800-362-0000
DS 70 43 01 08



Coverage Is Provided In:
American Fire and Casualty Company - a stock company

Policy Number:
BAA (17) 55 99 57 10
Policy Period:
From 03/04/2016 To 03/04/2017
12:01 am Standard Time
at Insured Mailing Location

Business Automobile
Revised Policy Declarations

Named Insured

Agent

WECK LABORATORIES, INC

(949) 756-5730
SPECTRUM RISK MANAGEMENT & INS

SUMMARY OF COVERED VEHICLES

UNIT	YEAR	MAKE/MODEL	VIN	TERR	ST	CLASS	ZIP	SYM/COST
001	2006	TOYOTA TACOMA 4X2	5TETX22N76Z259560	003	04	03199	91745	\$17,220
002	2009	TOYOTA TACOMA 4X2	5TETX22N99Z603152	003	04	03199	91745	\$19,205
003	2015	Nissan NV200 SV	3N6CM0KN3FK716657	003	04	03199	91745	\$21,230
004	2015	MERCEDES S550 COUP	WDDXJ8FB4FA009053	003	04	7391	91745	\$120,000

To report a claim, call your Agent or 1-800-362-0000
DS 70 43 01 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM

The Transfer Of Rights of Recovery Against Others To Us Condition does not apply to the person(s), or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

SCHEDULE

Name(s) of Person(s) or Organization(s): City of Oxnard
Risk Manager
Reference No. Agreement A-7583
300 West Third Street, Suite 302, Oxnard, CA 93030

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

AGREEMENT FOR TRADE SERVICES
(Includes Living Wage Requirements Effective from 7/1/12)
Contract No. A-7583

This Agreement for Trade Services ("this Agreement") is entered into in Ventura County, California, this 7th day of May, 2013, by and between the City of Oxnard ("City") and Weck Laboratories, Inc. ("Vendor"), subject to the following terms and conditions:

1. Vendor shall provide to City the following services: Laboratory Chemical Testing and Sampling.

Vendor shall provide required State Regulatory Compliance Water, Wastewater, and Recycled Water sampling on an as needed basis and in accordance with Exhibit A hereto and incorporated by this reference in full herein. Exact quantities may vary from the estimates given, and may be increased or decreased to meet agency's requirements. No minimum is guaranteed. Supplier shall bring apparent error or omissions to City's attention. Vendor shall be excused for delays resulting from causes beyond the control of Vendor.

2. Vendor shall provide such services according to the following schedule set forth in Exhibit B hereto and incorporated by this reference in full herein. Vendor shall be excused for delays resulting from causes beyond the control of Vendor.

3. This Agreement shall begin on May 7, 2013, and shall end on May 7, 2016. City may terminate this Agreement at any time, with or without cause, by giving written notice to Vendor, specifying the effective date of termination. Unless City asserts that Vendor has breached the Agreement, City agrees to pay Vendor in full for all services satisfactorily performed as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise. If City pays for any materials, City shall be entitled to the title and possession of such materials.

4. City shall pay Vendor for the services requested under this Agreement at rates provided in Exhibit C attached hereto and incorporated by this reference. Agreement is not to exceed \$300,000 per year for a total amount not to exceed of \$900,000. City shall pay vendor within thirty (30) days of receipt of an invoice from Vendor during contract period. Separate invoices for Water, Wastewater, and Recycled Water services shall be provided when samples are submitted on separate chain-of-custody forms.

5. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than \$14.37 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2013, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

6. a. Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agency 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 Vendor's agents, employees, subconsultants, subcontractors, or 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, or acts for which Vendor or Vendor's agents, employees, subconsultants, subcontractors, or other persons acting on Vendor's behalf would be held strictly liable.

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

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

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

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

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

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

10. In providing services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before providing services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

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

12. Any notices to Vendor may be delivered personally or by mail addressed to:

Weck Laboratories, Inc.
Leo Raab, Director of Marketing
14859 E. Clark Avenue
City of Industry, CA 91745

Any notices to City may be delivered personally or by mail addressed to:

City of Oxnard
Water Resources Division
Water Section
251 South Hayes Avenue
Oxnard, CA 93030

Attn: Water Regulatory Compliance Coordinator

City of Oxnard
Water Resources Division
Wastewater Section
6001 South Perkins Road
Oxnard, CA 93033
Attn: Laboratory Supervisor

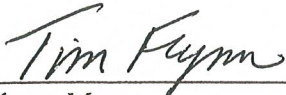
13. This Agreement constitutes the entire agreement of City and Vendor regarding the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written.

14. Maintenance and Inspection of Records

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

CITY OF OXNARD

VENDOR



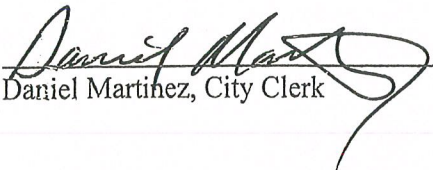
Tim Flynn, Mayor



Alfredo Pierri, President
Weck Laboratories, Inc.

ATTEST:

APPROVED AS TO INSURANCE:



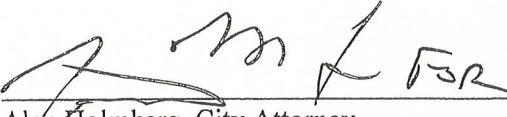
Daniel Martinez, City Clerk



James Cameron, Risk Manager

APPROVED AS TO FORM:

APPROVED AS TO AMOUNT:



Alan Holmberg, City Attorney



Karen R. Burnham, Interim City Manager

APPROVED AS TO CONTENT:



Rob Roshanian, Interim Public Works Director



Anthony Emmert, Water Resources Manager

LIVING WAGE POLICY

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

1. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Anaheim, Riverside area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.
6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

EXHIBIT 1

Page 1 of 4

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in Exhibit A attached hereto and incorporated herein by this reference.
8. If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

EXHIBIT A

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

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

EXHIBIT 1
Page 3 of 4

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2012**

5. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$14.37 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2013, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

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

**EXHIBIT 1
Page 4 of 4**

EXHIBIT A
SCOPE OF SERVICES AND VENDOR RESPONSIBILITIES

General Requirements:

- 1) Supplier shall bring apparent error or omissions to City's attention.
- 2) Sample courier and containers will be at no additional cost if bottle orders are placed one week in advance of need and courier is scheduled at least one full workday in advance.
- 3) Full QC (Blank, LCS, duplicate or MS + MSD) is required for all analyses without surcharge. The City's sample is to be spiked for MS and MSD. The city will designate on the chain-of custody which sample is for this purpose and will provide adequate sample volume. Duplicate will only be supplied where MS and MSD is not practical.
- 4) When test results are questioned by the City, the laboratory will take extra steps to investigate the data starting with rechecks of calculations, re-injections/re-runs of extracts/digestates. If re-analysis of the original sample is not viable due to limited sample volume or expired holding time, re-sampling will be done and no additional costs will be invoiced for the re-analysis. If re-sampling indicates error, no additional costs will be invoiced, otherwise additional work is billable.
- 5) The City will impose a penalty of 10% per test for the first week the reports are submitted late and 5% for every week after. Certain unforeseen events that could delay release of the reports should be discussed with the City's Project Manager before the due date.

Scope:

- 1) Vendor shall provide state regulatory compliance water, wastewater, and recycled water sampling.
 - a) All samples must be run undiluted to obtain the lowest detection limits and if dilution is necessary, the lowest should be used to avoid over-inflated detection limits.
 - b) Testing outside the general scope may be requested on an as needed basis by the Project Manager.

**EXHIBIT B
SCHEDULE**

Matrix	Parameters	Method	TAT (workdays)
Water	1,2,3-Trichloropropane (TCP) - GCMS-SIM	SRL 524M-TCP	10
Water	1,4-Dioxane - GCMS	EPA 8270M	10
Water	Aggressive index	AWWA	10
Water	Biochemical Oxygen Demand - SM5210B	SM 5210B	10
Water	Boron - EPA 200.8	EPA 200.8	10
Water	Bromate - EPA 300.1	EPA 300.1	10
Water	Chlorate - EPA 300.1	EPA 300.1	10
Water	Chlorite - EPA 300.1	EPA 300.1	10
Water	Chromium, Hexavalent - EPA 218.6	EPA 218.6	10
Water	EPA 504.1 - Fumigants (EDB, DBCP)	EPA 504.1	10
Water	EPA 508 - Organochlorine Pesticides & PCBs	EPA 508	10
Water	EPA 515.3 - Chlorinated Acid Herbicides	EPA 515.3	10
Water	EPA 524.2 - MTBE	EPA 524.2	10
Water	EPA 524.2 - TBA	EPA 524.2	10
Water	EPA 524.2 - TTHM	EPA 524.2	10
Water	EPA 524.2 - Volatile Organic Compounds	EPA 524.2	10
Water	EPA 525.2 - Regulated 3 compounds	EPA 525.2	10
Water	EPA 525.2 - Semivolatile Organics - extended	EPA 525.2	10
Water	EPA 525.2 Mod - OPP low-level	EPA 525.2M	10
Water	EPA 531.1 - Carbamates	EPA 531.1	10
Water	EPA 547 - Glyphosate	EPA 547	10
Water	EPA 548.1 - Endothall	EPA 548.1	10
Water	EPA 549.2 - Diquat	EPA 549.2	10
Water	EPA 552.2 - Haloacetic Acids (HAA5)	EPA 552.2	10
Water	EPA 556 - Formaldehyde only	EPA 556	10
Water	EPA 608 - Organochlorine Pesticides & PCBs CTR	EPA 608	10
Water	EPA 624 - Volatile Organic Compounds	EPA 624	10
Water	EPA 625 - Semivolatile Organic Compounds	EPA 625	10
Water	EPA 8015B - Glycol	EPA 8015B	10
Water	General Minerals & Inorganic Chemicals	Varies	10
Water	General Physical (Title 22)	Varies	10
Water	Gross Alpha - EPA 900.0	EPA 900.0	10
Water	Gross Beta - EPA 900.0	EPA 900.0	10
Water	Langelier index - SM 2330B	SM 2330B	10
Water	Manganese - EPA 200.7	EPA 200.7	10
Water	Metals, Title 22 Inorganics - EPA 200.8	EPA 200.8	10
Water	Nitrate-N - EPA 353.2	EPA 353.2	10
Water	Nitrite-N - EPA 353.2	EPA 353.2	10
Water	Nitrosoamines low-level - EPA 1625M	EPA 1625M	10
Water	Oil and Grease - EPA 1664A	EPA 1664A	10

Water	Perchlorate - EPA 314.0	EPA 314.0	10
Water	pH - SM 4500 H B	SM 4500H+-B	10
Water	Settleable Solids - SM2540F	SM 2540F	10
Water	Specific Conductance (EC) - SM 2510B	SM 2510B	10
Water	Total Coliform and E. Coli by P/A Colilert	SM 9223B	10
Water	Total Dissolved Solids - SM 2540C	SM 2540C	10
Water	Turbidity - EPA 180.1	EPA 180.1	10
Water	Uranium (pCi/L) - EPA 200.8	EPA 200.8	10
Water	Vanadium - EPA 200.8	EPA 200.8	10
Solid	EPA 8081A - Organochlorine Pesticides	EPA 8081A	10
Solid	EPA 8081A/8082 - Pesticides and PCBs	Varies	10
Solid	EPA 8082 - Polychlorinated Biphenyls	EPA 8082	10
Solid	EPA 8260B - Volatile Organic Compounds	EPA 8260B	10
Solid	EPA 8270C - Semivolatile Organics BNA	EPA 8270C	10
Water	Alkyl Phenols by GCMS D7065	ASTM D7065	10-15
Water	Asbestos, water - TEM	EPA 100.2 EPA-821-R-02-012	10-15
Water	Bioassay EPA-821-R-02-012 Acute (fresh or marine)	012	10-15
Water	Dioxin 2378TCDD - EPA 1613B-ATP	EPA 1613B	10-15
Water	EPA 8141A - Organophosphorus Pesticides	EPA 8141A	10-15
Water	EPA 8330A - Explosives	EPA 8330A	10-15
Water	PCB Congener (56) by GCMS SIM	GC/MS/MS	10-15
Water	PFCs in water by LC/MS	EPA 537M	10-15
Water	Polybrominated Diphenyl Ethers (PBDEs) - EPA 1614M	GC/MS SIM EPA 1694M-APCI	10-15
Water	PPCP - Hormones by LCMSMS-APCI+	EPA 1694M-ESI+	10-15
Water	PPCP - Morphine by LCMSMS-ESI+	EPA 1694M-ESI-	10-15
Water	PPCP - Pharmaceuticals by LCMSMS-ESI-	EPA 1694M-ESI+	10-15
Water	PPCP - Pharmaceuticals by LCMSMS-ESI+	GC/MS NCI-SIM	10-15
Water	Pyrethroid Pesticides by GC/MS SIM	GC/MS	10-15
Water	Tributyltin - GC/MS		
Water	Dioxins/Furans - EPA 1613B	EPA 8290A	15-20
Water	EPA 200.8 - UCMR3 Metals	EPA 200.8	15-20
Water	EPA 218.7 - UCMR3 Hexavalent Chromium	EPA 218.7	15-20
Water	EPA 300.1 - UCMR3 Chlorate	EPA 300.1	15-20
Water	EPA 522 - UCMR3 1,4-Dioxane	EPA 522	15-20
Water	EPA 524.3 - UCMR3 Volatile Organics	EPA 524.3	15-20
Water	EPA 537 - UCMR3 Perfluorinated Compounds	EPA 537	15-20
Water	EPA 539 - UCMR3 Hormones	EPA 539	15-20
Water	Radium-226 by Rn emanation - sub	EPA 903.1	15-20
Water	Radium-228 - sub	EPA Ra-05	15-20
Water	Strontium-90 - sub	EPA 905.0	15-20
Water	Tritium - sub	EPA 906.0	15-20
Solid	Dioxins/Furans - EPA 8290	EPA 8290A	15-20

**EXHIBIT C
FEE SCHEDULE**

WATER CAMPUS 251 SOUTH HAYES AVENUE

Prices will be held firm for the full length of the contract.

Frequency	Approx Qty.	Item Description	Method	Unit Price	Extended Price
monthly	10	Methyl Tertiary Butyl Ether	EPA 524.2	\$35	\$4,200
weekly	7	Nitrate	EPA 300.0	\$10	\$3,640
monthly	10	Nitrate	EPA 300.0	\$10	\$1,200
weekly	7	TDS	SM 2540	\$10	\$3,640
quarterly	8	Trihalomethanes	EPA 524.2	\$35	\$1,200
quarterly	8	Haloacetic Acids	EPA 552.2	\$50	\$1,600
annual	10	Volatile Organics Compounds	EPA 524.2	\$70	\$700
annual	10	General Minerals	Various	\$90	\$900
annual	10	General Physicals	Various	\$15	\$150
annual	10	Inorganics	Various	\$90	\$900
weekly	4	Manganese	EPA 200.7	\$5	\$1040
annual	10	Synthetic Organics Compounds EPA 525.2 only	EPA 500	\$100	\$1,000
annual	7	Gross Alpha Radioactivity	EPA 900.0	\$25	\$175
annual	7	Gross Beta Radioactivity	EPA 900.0	\$10	\$70
annual	7	Radium 226	EPA 903.0	\$110	\$770
annual	7	Radium 228	EPA 904.0	\$160	\$1,120
weekly	4	pH, Conductivity		\$10	\$2,080
weekly	1	Langelier Index		\$15	\$780
quarterly	3	Uranium		\$15	\$180
quarterly	3	EPA 200.8		\$85	\$1020
annual	1	Strontium 90	EPA 905.0	\$110	\$110
annual	1	Tritium	EPA 906.0	\$60	\$60

Frequency	Approx Qty.	Item Description	Method	Unit Price	Extended Price
If needed	5	Turbidity (National Pollutant Discharge Elimination System Permit)	EPA 180.1	\$5	\$0
If needed	5	BOD5 (National Pollutant Discharge Elimination System Permit)	SM 5210B	\$25	\$0
If needed	5	Settlable Solids (National Pollutant Discharge Elimination System Permit)	SM 2540	\$5	\$0
If needed	1	Acute Toxicity (National Pollutant Discharge Elimination System Permit)	96 hours	\$250	\$0
2014	3 Entry Point 1 Maximum Residence	List 1 UCMR3-7 VOC	EPA 524.3	\$70	\$840
2014	3 Entry Point 1 Maximum Residence	List 1 UCMR3-1 SOC	EPA 522	\$75	\$900
2014	3 Entry Point 1 Maximum Residence	List 1 UCMR3-6 Metals	EPA 200.8 Rev 5.4	\$80	\$1,280
2014	3 Entry Point 1 Maximum Residence	List 1 UCMR3-1 Oxyhalide Anion	EPA 300.1	\$25	\$400
2014	3 Entry Point 1 Maximum Residence	List 1 UCMR3-6 Perflourinated Compounds	EPA 537 Rev 1.1	\$180	\$2,160
2014	3 Entry Point	List 2 UCMR3-7 Hormones	EPA 539	\$200	\$2,400
annual	11	Asbestos		\$130	\$1,430
annual	11	Aggressive Index		\$10	\$110
annual	10	Perchlorate	EPA 314, 314.1, 331.0 or 332.0	\$25	\$250
weekly	43	Coliforms	SM 9223 P/A	\$8	\$17,880
Total Annual Estimated Cost for the Water Campus:				\$2,208	\$54,113

WASTEWATER TREATMENT FACILITY 6001 SOUTH PERKINS ROAD

Prices will be held firm for the full length of the contract.

Frequency	Approx Qty.	Item Description	Method	Unit Price	Extended Price
monthly	1	Dioxins- EPA 8290 High Resolution- Solid	EPA 8290	\$475	\$5,700
monthly	1	PCB's Solid	EPA 8082	\$60	\$720
monthly	1	PCB Congener (56) by GC/MS SIM- Water	EPA 625	\$225	\$2,700
monthly	1	PCB- Water	EPA 608	Included with 608	
monthly	1	Chlorinated Pesticides-By-products+Mirex	EPA 608	\$80	\$960
quarterly	2	Dioxins- EPA 8290 High Resolution- Water	EPA 8290	\$500	\$4,000
quarterly	1	Chlorinated Pesticides including Mirex- Solid	EPA 8081A	\$80	\$320
quarterly	1	PCBs- Solid	EPA 8082A	Included with 8081A	
quarterly	1	Semivolatile Organics Full List- Solid	EPA 8270	\$150	\$600
quarterly	1	Volatile Organics Full List including Acrylon, Acrylonitrile and 2-Chloroethyl Vinyl Ether- Solid	EPA 8260	\$80	\$320
quarterly	2	Semivolatile Organics Full List- Water	EPA 625	\$150	\$1,200
semiannually	2	Volatile Organics - Water	EPA 624	\$80	\$320
semiannually	1	Hexavalent Chromium (Cr6+) Water	EPA 218.6	\$25	\$50
semiannually	1	Organophosphorus Pesticides including Malathion- Water	EPA 8141	\$120	\$240
semiannually	1	Gross Alpha and Beta Water	EPA 9310	\$35	\$70
semiannually	1	Tributyltin - Water	GC/FPD	\$180	\$360
Total Annual Estimated Cost for the Wastewater Treatment Facility:				\$2,240	\$17,560

**ADVANCED WATER PURIFICATION FACILITY.
5700 SOUTH PERKINS ROAD- NON-POTABLE WATER SAMPLE**

Prices will be held firm for the full length of the contract.

Frequency	Approx Qty.	Item Description	Method	Unit Price	Extended Price
quarterly	1	General Minerals & Inorganic Chemicals	Varies	\$180	\$720
quarterly	1	General Physical (Title 22)	Varies	\$15	\$60
quarterly	1	1,4-Dioxane - GCMS	EPA 8270M	\$75	\$300
quarterly	1	1,2,3-Trichloropropane (TCP) - GCMS-SIM	SRL 524M-TCP	\$60	\$240
quarterly	1	EPA 625 - Semivolatile Organic Compounds	EPA 625	\$150	\$600
semiannually	1	EPA 556 - Formaldehyde only	EPA 556	\$120	\$240
semiannually	1	Bromate - EPA 300.1	EPA 300.1	\$20	\$40
semiannually	1	Chlorate - EPA 300.1	EPA 300.1	\$20	\$40
semiannually	1	Chlorite - EPA 300.1	EPA 300.1	\$20	\$40
semiannually	1	EPA 531.1 - Carbamates	EPA 531.1	\$70	\$140
semiannually	1	EPA 508 - Organochlorine Pesticides & PCBs	EPA 508	\$80	\$160
semiannually	1	EPA 515.3 - Chlorinated Acid Herbicides	EPA 515.3	\$80	\$160
semiannually	1	Oil and Grease - EPA 1664A	EPA 1664A	\$20	\$40
semiannually	1	EPA 549.2 - Diquat	EPA 549.2	\$80	\$160
semiannually	1	EPA 548.1 - Endothall	EPA 548.1	\$80	\$160
semiannually	1	EPA 8330A - Explosives	EPA 8330A	\$180	\$360
semiannually	1	EPA 504.1 - Fumigants (EDB, DBCP)	EPA 504.1	\$40	\$80
semiannually	1	EPA 547 - Glyphosate	EPA 547	\$70	\$140
semiannually	1	EPA 8015B - Glycol	EPA 8015B	\$80	\$160
semiannually	1	EPA 552.2 - Haloacetic Acids (HAA5)	EPA 552.2	\$50	\$100
semiannually	1	Boron - EPA 200.8	EPA 200.8	\$5	\$10
semiannually	1	Vanadium - EPA 200.8	EPA 200.8	\$5	\$10
semiannually	1	Nitrosoamines low-level - EPA 1625M	EPA 1625M	\$140	\$280
semiannually	1	Perchlorate - EPA 314.0	EPA 314.0	\$25	\$50

Frequency	Approx Qty.	Item Description	Method	Unit Price	Extended Price
semiannually	1	PFCs in water by LC/MS	EPA 537M	\$180	\$360
semiannually	1	Polybrominated Diphenyl Ethers (PBDEs) - EPA 1614M	GC/MS SIM	\$150	\$300
semiannually	1	PPCP - Morphine by LCMSMS-ESI+	EPA 1694M-ESI+	\$150	\$300
semiannually	1	PPCP - Pharmaceuticals by LCMSMS-ESI+	EPA 1694M-ESI+	\$150	\$300
semiannually	1	PPCP - Pharmaceuticals by LCMSMS-ESI-	EPA 1694M-ESI-	\$150	\$300
semiannually	1	PPCP - Hormones by LCMSMS-APCI+	EPA 1694M-APCI	\$150	\$300
semiannually	1	Alkyl Phenols by GCMS D7065	ASTM D7065	\$150	\$300
semiannually	1	Pyrethroid Pesticides by GC/MS SIM	GC/MS NCI-SIM	\$175	\$350
semiannually	1	Gross Alpha - EPA 900.0	EPA 900.0	\$25	\$50
semiannually	1	Gross Beta - EPA 900.0	EPA 900.0	\$10	\$20
semiannually	1	Uranium (pCi/L) - EPA 200.8	EPA 200.8	\$15	\$30
semiannually	1	EPA 525.2 - Semivolatile Organics - extended	EPA 525.2	\$175	\$350
semiannually	1	EPA 525.2 Mod - OPP low-level	EPA 525.2M	\$175	\$350
semiannually	1	Dioxin 2378TCDD - EPA 1613B-ATP	EPA 1613B	\$220	\$440
semiannually	1	Asbestos, water - TEM	EPA 100.2	\$130	\$260
semiannually	1	Radium-226 by Rn emanation - sub	EPA 903.1	\$110	\$220
semiannually	1	Radium-228	EPA Ra-05	\$160	\$320
semiannually	1	Strontium-90	EPA 905.0	\$110	\$220
semiannually	1	Tritium	EPA 906.0	\$60	\$120
semiannually	1	EPA 524.2 - TBA	EPA 524.2	\$35	\$70
semiannually	1	EPA 524.2 - Volatile Organic Compounds	EPA 524.2	\$70	\$140
semiannually	1	EPA 624 - Volatile Organic Compounds	EPA 624	\$80	\$160
Total Annual Estimated Cost for the Advanced Water Purification Facility:				\$4,295	\$9,550

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

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

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

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant.

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

City of Oxnard
Risk Manager
Reference No. A-7583
300 West Third Street, Suite 302
Oxnard, California 93030

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

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

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

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

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
Telephone:		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)	
NAMED INSURED		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered	
		CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE			
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made ☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____ ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence		OTHER PROVISIONS	
COVERAGES	LIABILITY LIMITS IN THOUSANDS \$ EACH OCCURRENCE AGGREGATE		
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (____) _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD Attn: Risk Manager Reference No. <u>A-7583</u> 300 W. Third Street, Suite 302 Oxnard, CA 93030		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (____) _____ Date Signed: _____	

**AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")**

SUBMIT IN DUPLICATE

ENDORSEMENT NO. _____ ISSUE DATE (MM/DD/YY) _____

PRODUCER

POLICY INFORMATION:

Insurance Company:

Policy No.:

Policy Period: (from) _____ (to) _____

LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

Telephone: _____

☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ applies to
with an Aggregate of \$ _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)

NAMED INSURED

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

- ☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

\$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: () _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
 - b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Risk Manager
Reference No. A-7583
300 W. Third Street, Suite 302
Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: () _____ Date Signed _____



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.8.

DATE: May 7, 2019

TO: City Council

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Award Agreement A-8128 for Rose Avenue and Gary Drive Traffic Signal Project.

RECOMMENDATION

That City Council:

1. Award and authorize the Mayor to execute Agreement A-8128 in the amount of \$678,072.40 with California Professional Engineering, Inc. for the Rose Avenue and Gary Drive Traffic Signal Project PW 18-74 State Project No. ATPL-5129 (094);
2. Approve \$67,807.00 for Project contingency for the Rose Avenue and Gary Drive Traffic Signal Project PW 18-74;
3. Approve \$67,807.00 for construction engineering, inspection, labor compliance and project management for the Rose Avenue and Gary Drive Traffic Signal Project PW 18-74; and
4. Approve an appropriation of \$495,000 from the State/Local Grant Fund (219) and \$318,686 from the Air Pollution Buydown Fee Fund (118) for the Rose Avenue and Gary Drive Signal Project 183105.

BACKGROUND

On March 20, 2018, the City Council authorized State grant revenue and appropriated Air Pollution Buydown Fees to begin design of the Rose Avenue and Gary Drive Traffic Signal project.

The intersection of Rose Avenue and Gary Drive is between Oxnard College and Channel Islands High School (CIHS) in the College Estates and College Park neighborhoods. Oxnard College, has an Educational Assistance Center (EAC) serving students who require special accommodations. CIHS, located on the west side of Rose Avenue between Raiders Way and Gary Drive, has a Special Education Program (SEP) that utilizes the EAC. Travel between locations takes place at all times of the day and varies depending on the student and the course being attended. Often times students are driven across the street, or walk the quarter mile north to use the signalized crossing at Raiders Way and Rose Avenue.

To improve conditions and signalize the intersection, the City applied for and was awarded an Active Transportation Program grant through the California Transportation Commission (CTC). The grant includes design and construction of a new traffic signal at Rose Avenue and Gary Drive, crosswalk improvements on all four corners, and enhanced lighting.

The total grant award is \$510,000 with \$57,000 as the required local match. To date the City has expended \$15,000 of the grant and \$2,000 in required matching funds to design the project. The construction grant of \$495,000 includes furnishing all labor, materials, equipment and other incidentals to install a traffic signal at Rose Avenue and Gary Drive and improve the intersection as described above.

The contract is anticipated to begin in April with procurement of the traffic signal pole. Due to the influx of grant funding within the State, including Senate Bill 1 funding, signal pole delivery is averaging 24 weeks. Construction is therefore anticipated to take place in late summer. Staff will be attending the College Estates Neighborhood meeting, and are

reaching out to the College Park Neighborhood, Oxnard College, and Channel Islands High School. The Contractor will also be posting signs along the work zone to help keep the public informed as well.

DISCUSSION

The notice inviting formal bids (NIFB) on the Project was published on January 17, 2019, and all bids were due on February 19, 2019. The City received the bids listed below:

California Professional Engineering, Inc.: \$456,872.40
Taft Electric Company: \$476,781.35
STL Landscape, Inc.: \$594,695.00

Bidders were asked for a base bid price and two additional additive items for interconnection of the signals. Item 1 is for 2,100 linear feet of interconnect on Rose Avenue from Gary Drive south to Bard Road. Item 2 is for 1,400 linear feet of interconnect on Rose Avenue from Gary Drive north to Raiders Way. Both additive items will include conduit for signal interconnect, pull boxes, cables to and from the controller cabinets, connections for advanced detection loops and all pertinent devices to operate the traffic signal system. The lowest bid was determined on the basis of the lowest base amount without considering the amounts listed for the additive items. Based upon this formula, the lowest bidder is California Professional Engineering, Inc. (CPE) and its bid is responsive to the City's NIFB. Following this determination, staff reviewed all documentation received from CPE. Staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Staff has no reason at this time to believe that CPE is not legally responsible, which means trustworthy and fit and capable to satisfactorily complete the Project. Thus, staff recommends that the City Council award the contract for this project to CPE.

Staff has determined that the additional additive items of \$130,200 and \$91,000 are necessary for this project and are to be included in the contract amount with CPE. Additionally, \$67,807 is required for construction contingency (10% of the contract value) and \$67,807 for the cost for engineering support services and City staff (10% of the contract value) to perform engineering, inspection, survey and project management services specific to this project during construction. The total estimated cost of the Project is \$813,686.40 (Base bid of \$456,872.40 + Additive item 1 of \$130,200 + Additive Item 2 of \$91,000 + contingency \$67,807 and support services \$67,807).

STRATEGIC PRIORITIES

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

Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.

FINANCIAL IMPACT

The Rose Avenue and Gary Drive Signal Project 183105 has expended the design grant and match funding. Approval of this action would require an appropriation of \$495,000 of grant award by the State/Local Grant Fund (219) and an appropriation of \$318,686 from the Air Pollution Buydown Fee Fund (118). The project qualifies for Air Pollution Buydown Fees pursuant to the City's intent to implement reasonable available transportation control measures from Ventura County Air Quality Management Plan. The estimated unaudited FY 2018/19 ending unassigned fund balance for the Pollution Buydown Fee Fund (118) is \$1,438,471 net of this appropriation request.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 2-0 on April 9, 2019 to approve the staff recommendation

and to forward the item for Council approval.

Prepared by: Debbie O'Leary, Transportation Planner

ATTACHMENTS

1. Attachment A - PW 18-74 Bid Tabulation
2. Attachment B - PW Contract A-8128
3. Attachment C - Budget Appropriation A-8128

ROSE AVENUE AND GARY DRIVE TRAFFIC SIGNAL PROJECT PW 18-74 STAT PROJECT NO. ATPL-5129(094)
Owner: City of Oxnard

Bids Received: 2/19/19				California Professional Engineering, Inc.		Taft Electric Company		STL Landscape, Inc.	
				929 Otterbein Avenue, Unit E La Puente, CA 91748		1694 Eastman Avenue Ventura, CA 93003		8122 Compton Avenue Los Angeles, CA 90001	
				#1		#2		#3	
Item #	Description	Unit of Measure	Evaluation Quantity	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
STREET IMPROVEMENT									
1	Mobilization/Demobilization	LS	1	\$17,000.00	\$17,000.00	\$12,343.00	\$12,343.00	\$30,000.00	\$30,000.00
2	Traffic Control And Public Convenience And Safety	LS	1	\$25,000.00	\$25,000.00	\$48,465.00	\$48,465.00	\$36,000.00	\$36,000.00
3	Storm Water Pollution Prevention Plan	LS	1	\$3,000.00	\$3,000.00	\$848.00	\$848.00	\$5,000.00	\$5,000.00
4	Unclassified Excavation	CY	95	\$80.40	\$7,638.00	\$71.05	\$6,749.75	\$300.00	\$28,500.00
5	Class 2 Aggregate Base	TN	20	\$150.00	\$3,000.00	\$106.05	\$2,121.00	\$250.00	\$5,000.00
6	Remove And Replace PCC Sidewalk	SF	990	\$14.40	\$14,256.00	\$10.87	\$10,761.30	\$12.00	\$11,880.00
7	Remove And Replace PCC Curb and Gutter (Type A2-6)	LF	100	\$102.00	\$10,200.00	\$76.36	\$7,636.00	\$250.00	\$25,000.00
8	Install PCC Curb Ramp, Case A Type 1	EA	2	\$3,000.00	\$6,000.00	\$2,121.00	\$4,242.00	\$5,000.00	\$10,000.00
9	Install PCC Curb Ramp, Case B Type 1	EA	1	\$4,200.00	\$4,200.00	\$3,181.50	\$3,181.50	\$5,500.00	\$5,500.00
10	Install Detectable Warning Surface on Existing Ramp	EA	1	\$660.00	\$660.00	\$583.30	\$583.30	\$1,000.00	\$1,000.00
11	Remove And Replace PCC Cross Gutter and Spandrel	SF	1870	\$30.00	\$56,100.00	\$23.33	\$43,627.10	\$30.00	\$56,100.00
12	Install Type IV Arrow Pavement Marking (T)	EA	3	\$147.60	\$442.80	\$159.10	\$477.30	\$300.00	\$900.00
13	Install Type VII (L) Arrow Pavement Marking (T)	EA	1	\$150.00	\$150.00	\$185.60	\$185.60	\$350.00	\$350.00
14	Install 12" Solid Yellow (T)	LF	680	\$6.48	\$4,406.40	\$5.30	\$3,604.00	\$10.00	\$6,800.00
15	Install 6' Solid White (T)	LF	200	\$1.80	\$360.00	\$1.06	\$212.00	\$2.00	\$400.00
16	Install Detail 22 (T)	LF	50	\$12.00	\$600.00	\$1.59	\$79.50	\$3.00	\$150.00
17	Install Detail 29 (T)	LF	25	\$12.00	\$300.00	\$2.12	\$53.00	\$4.00	\$100.00
18	Install Detail 38 (T)	LF	355	\$6.00	\$2,130.00	\$1.33	\$472.15	\$2.00	\$710.00
19	Install Detail 39 (T)	LF	15	\$1.20	\$18.00	\$1.06	\$15.90	\$2.00	\$30.00
20	Install Detail 39A (T)	LF	375	\$1.20	\$450.00	\$0.80	\$300.00	\$2.00	\$750.00
21	Grind Existing Stripe or Pavement Marking	SF	325	\$7.80	\$2,535.00	\$3.71	\$1,205.75	\$7.00	\$2,275.00
22	Install Traffic Signal	LS	1	\$295,653.00	\$295,653.00	\$328,555.00	\$328,555.00	\$365,000.00	\$365,000.00
23	Install Sign on Existing Post	EA	2	\$240.00	\$480.00	\$132.60	\$265.20	\$500.00	\$1,000.00
24	Install Sign and Post	EA	2	\$396.60	\$793.20	\$238.65	\$477.30	\$750.00	\$1,500.00
25	Remove Sign and Post	EA	3	\$500.00	\$1,500.00	\$106.90	\$320.70	\$250.00	\$750.00
BASE AMOUNT TOTAL SUBMITTED:					\$456,872.40		\$476,781.35		\$594,695.00
BASE AMOUNT TOTAL VERIFIED:					\$456,872.40		\$476,781.35		\$594,695.00

1	Interconnect (Conduit, Pullbox and Fiber Cable)	LF	2100	\$62.00	\$130,200.00		\$91,725.00	\$45.50	\$95,550.00
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Additive Item #2									
2	Interconnect (Conduit, Pullbox and Fiber Cable)	LF	1400	\$65.00	\$91,000.00		\$71,485.00	\$57.30	\$80,220.00

Subcontractors	Crosstown Electrical & Data	Subcontractors	Toro Enterprises, Inc.	Subcontractors	JFL Electric, Inc.
	Toro Enterprises, Inc.		Super Seal & Stripe		Super Seal & Stripe
	Chrisp Company		Statewide Traffic Safety & Signs		
	Caseland Survey		Crosstown Electrical & Data, Inc.		
	Advantage Directional Drilling				

**CITY OF OXNARD CONTRACT FOR
ROSE AVENUE AND GARY DRIVE TRAFFIC SIGNAL PROJECT
SPECIFICATION NO. PW 18-74
STATE PROJECT NO. ATPL-5129(094)**

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 20____ ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and CALIFORNIA PROFESSIONAL ENGINEERING, INC. ("Contractor"). Contractor's license number is 793907.

In consideration of the covenants set forth herein, the parties hereto agree as follows:

1. Incorporation. The Contract consists of all Contract Documents, which shall include the Notice Inviting Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, Standard Plans, Greenbook, Reference Specifications, Bid (including documentation accompanying the Bid and post-Bid documentation submitted before the notice of award), insurance documentation, Bonds, the City business license, permits from regulatory agencies, Addenda, Change Orders and Supplemental Agreements. These documents are incorporated herein by reference.

2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Rose Avenue and Gary Drive Traffic Signal Project PW 18-74 State Project No. ATPL-5129(094) ("Project"), as described in this Contract and in the incorporated Contract Documents.

3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of six hundred seventy eight thousand seventy two dollars and forty cents (\$678,072.40) in accordance with the prices as submitted in the Bid, attached hereto as Exhibit "B" and incorporated herein by this reference.

4. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

5. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply. Copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.

6. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance

in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.”

7. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

8. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

9. Entire Agreement. This Contract, including all incorporated documents, constitutes the entire agreement between the parties hereto with respect to the Project, and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties regarding the subject matter.

10. Amendment. No Contract modification, amendment or supplement to this Contract other than Change Orders will be binding unless written and signed by the parties' duly authorized representatives.

11. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Contract transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract for all purposes.

[signatures continued on following page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the first written above.

CITY OF OXNARD

CALIFORNIA PREFERRED ENGINEERING, INC.

☒ Tim Flynn, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager
☐ Rosemarie Gaglione, Public Works Director
☐ Lisa Boerner, Purchasing Manager

Van Tan Nguyen, President and ² Secretary _____ Date _____

ATTEST:

Michelle Ascencion, City Clerk (only if Mayor signs) _____ Date _____

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) _____ Date _____

¹ The City Council must authorize and the Mayor must sign a public project agreement over \$175,000 annually. The City Manager may authorize and sign any agreement up to \$175,000 annually. The Public Works Director and Purchasing Manager may each authorize and sign a public project agreement up to \$100,000 annually.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

Exhibit INS-G
INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS
(WITHOUT BUILDER'S RISK REQUIREMENT)

1. Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.
 - a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$2,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;
 - b. Business Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"
 - c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one year extended reporting period, or longer upon request.
 - d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant.
2. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-G. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. A-8128
300 West Third Street, Suite 302
Oxnard, California 93030

3. Contractor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.
4. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-G or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**
5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
7. All insurance standards applicable to Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

ACORD CERTIFICATE OF INSURANCE

ISSUE

DATE

(MM/DD/YY)

PRODUCER

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

CODESUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY

LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY

LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$2,000,000 PRODUCTS COMP/OP AGG. \$2,000,000 PERSONAL & ADV. INJURY \$2,000,000 EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant

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

CERTIFICATE HOLDER

City of Oxnard
 Attn: Risk Manager
 Reference No. A-8128
 300 W. Third Street, Suite 302
 Oxnard CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

**AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the ACity@)**

SUBMIT IN DUPLICATE

ENDORSEMENT NO.

ISSUE DATE (MM/DD/YY)

PRODUCER

POLICY INFORMATION:

Insurance Company:

Policy No.:

Policy Period: (from) _____ (to) _____

LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

Telephone:

NAMED INSURED

☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____
with an Aggregate of \$ _____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY

☐ BUSINESS AUTO POLICY☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

\$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter=s representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: () _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

- 1 INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
- 2. CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured=s scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
- 3 SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company=s limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
- 4 CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
- 5 PROVISIONS REGARDING THE INSURED=S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
- 6 SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
- 2.1 Insurance Services Office Automobile Liability Coverage, Aoccurrence" form CA0001, code (Aany auto@); or
- 2.2 If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Risk Manager

Reference No. A-8128

300 W. Third Street, Suite 302

Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____

(original signature required)

Telephone: () Date Signed _____

Bond No. _____

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to _____

(Name and address of Contractor) ("Principal")

a contract (the "Contract") for the Work described as ROSE AVENUE AND GARY DRIVE TRAFFIC SIGNAL PROJECT PW 18-74 STATE PROJECT NO. ATPL-5129(094).

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of any Work, to file a good and sufficient Payment Bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____
 ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and
 our heirs, assignees, successors, executors and administrators are held and firmly bound,
 jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material
 suppliers, and other persons employed in the performance of the Contract and referred to in
 Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum
 of _____ Dollars (\$ _____), this
 amount being not less than a hundred percent (100%) of the total Contract Price in lawful
 money of the United States of America, for materials furnished or labor thereon of any kind, or
 for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that
 the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and
 also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs
 and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in
 successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as
 costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to

Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

Notes: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to _____

(Name and address of Contractor) ("Principal")

a contract (the "Contract") for the Work described as ROSE AVENUE AND GARY DRIVE TRAFFIC SIGNAL PROJECT PW 18-74 STATE PROJECT NO. ATPL-5129(094).

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____
("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of _____
Dollars (\$ _____), this amount being not less than a hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assignees, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void one (1) year from the date of recordation of the Notice of Completion for the Project; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the

Specifications. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

Notes: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

CITY OF OXNARD

**BID SHEETS FOR ROSE AVENUE AND GARY DRIVE TRAFFIC SIGNAL PROJECT
PW 18-74
STATE PROJECT NO. ATPL-5129(094)**

Bidder's Name: California Professional Engineering, Inc.

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Project Manager at the following prices:

BASE AMOUNT

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
	STREET IMPROVEMENT					
1	Mobilization/Demobilization	1001-3	LS	1	17,000.00	17,000.00
2	Traffic Control And Public Convenience And Safety	1505-4	LS	1	25,000.00	25,000.00
3	Storm Water Pollution Prevention Plan	1800-3	LS	1	3,000.00	3,000.00
4	Unclassified Excavation	1120-4	CY	95	80.40	7,638.00
5	Class 2 Aggregate Base	1130-4	TN	20	150.00	3,000.00
6	Remove And Replace PCC Sidewalk	1174-6	SF	990	14.40	14,256.00
7	Remove And Replace PCC Curb and Gutter (Type A2-6)	1174-6	LF	100	102.00	10,200.00
8	Install PCC Curb Ramp, Case A Type 1	1174-6	EA	2	3,000.00	6,000.00
9	Install PCC Curb Ramp, Case B Type 1	1174-6	EA	1	4,200.00	4,200.00
10	Install Detectable Warning Surface on Existing Ramp	1174-6	EA	1	660.00	660.00
11	Remove And Replace PCC Cross Gutter and Spandrel	1174-6	SF	1870	30.00	56,100.00
12	Install Type IV Arrow Pavement Marking (T)	1515-4	EA	3	147.60	442.80
13	Install Type VII (L) Arrow Pavement Marking (T)	1515-4	EA	1	150.00	150.00

14	Install 12" Solid Yellow (T)	1515-4	LF	680	6.48	4,406.40
15	Install 6' Solid White (T)	1515-4	LF	200	1.80	360.00
16	Install Detail 22 (T)	1515-4	LF	50	12.00	600.00
17	Install Detail 29 (T)	1515-4	LF	25	12.00	300.00
18	Install Detail 38 (T)	1515-4	LF	355	6.00	2,130.00
19	Install Detail 39 (T)	1515-4	LF	15	1.20	18.00
20	Install Detail 39A (T)	1515-4	LF	375	1.20	450.00
21	Grind Existing Stripe or Pavement Marking	1515-3	SF	325	7.80	2,535.00
22	Install Traffic Signal	1520-1	LS	1	295,653.00 4,200.00	295,653.00 4,200.00 VN
23	Install Sign on Existing Post	1530-4	EA	2	240.00	480.00
24	Install Sign and Post	1530-4	EA	2	396.60	793.20
25	Remove Sign and Post	1530-4	EA	3	500.00	1,500.00
BASE AMOUNT TOTAL					\$ 456,872.40	

ADDITIVE ITEM #1:

1	Interconnect (Conduit, Pullbox and Fiber Cable)	1520-1	LF	2100	62.00 14.22 VN	130,200.00 29,862.00 VN
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ADDITIVE ITEM #2:

2	Interconnect (Conduit, Pullbox and Fiber Cable)	1520-1	LF	1400	65.00 17.94 VN	91,000.00 25,116.00 VN
---	---	--------	----	------	--	--

Note: Several items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Greenbook Section 3-2.2.1. Regardless of total actual volume compared to estimated quantities, the unit prices provided above shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation. The cost of all labor, materials, export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BID PRICE = BASE AMOUNT TOTAL

TOTAL BID PRICE IN DIGITS: \$ 678,072.40 VN \$ 456,872.40

TOTAL BID PRICE IN WORDS: ~~SIX HUNDRED SEVENTY EIGHT THOUSAND SEVENTY TWO DOLLARS~~
~~FOUR HUNDRED FIFTY SIX THOUSAND EIGHT HUNDRED SEVENTY TWO AND FORTY AND FORTY CENTS~~ VN

*** The lowest Bid will be determined on the basis of the lowest base amount without considering the amounts listed for the additive items.

Contractor must complete all Work within seventy-five (75) Working Days, including procurement, of the City's Notice to Proceed.

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:
#01	_____
#02	_____
#03	_____
#04	_____

Addendum:	Date Received:
#05	_____
#06	_____
#07	_____
#08	_____

Bidder's Name (Company): California Professional Engineering, Inc.

Signature: _____ Title: President

Print: Van Nguyen Date: 2/19/2019

The City has determined the Contract will be for the Base Amount plus Additive Item 1 and Additive Item 2 for a total of \$678,072.40.

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works
Project/Program _____
Manager: Debbie O'Leary

Date: April 16, 2019
Phone: x5283

Reason for Appropriation:

Recognize grant revenue and appropriate funds from the California Transportation Commission (CTC) Active Transportation Program (ATP) grant, and appropriate local funds from Fund 219 (State/Local - Multi-Year Grants), for the construction and engineering of new traffic signal and pedestrian improvements at Rose Avenue and Gary Drive.

Accounts and Descriptions

AMOUNT

Fund: **219- STATE/LOCAL-MULTI YEAR GRANTS**

Revenues/Transfers In

Rose Avenue & Gary Drive Signal (Project 183105)

219-3125-532.72-31 STATE GRANT REVENUES 495,000

Sub-total Expenditures 495,000

Expenditures/Transfers Out

Rose Avenue & Gary Drive Signal (Project 183105)

219-3125-826.86-10 CAPITAL OUTLAY / CONSTRUCTION OTHER 495,000

Sub-total Expenditures 495,000

Net Change to Fund Balance 0

Fund: **118- AIR POLLUTION BUYDOWN FEE**

Expenditures/Transfers Out

Rose Avenue & Gary Drive Signal (Project 183105)

118-3125-826.86-10 CAPITAL OUTLAY / CONSTRUCTION OTHER 250,880

118-3125-826.82-09 CONTRACTS AND SERVICES/SVCS-OTHER PROF/CONTR 33,903

118-3125-826.84-51 SERVICES FROM OTHER PROG 33,903

Sub-total Expenditures 318,686

Net Change to Fund Balance (318,686)

Net Appropriation Change 813,686

Approvals

Department Director

Chief Financial Officer

City Manager

BA# (Finance Use Only) _____
BA DOC.# (Finance) _____

REQUIRES CITY COUNCIL AUTHORIZATION

Revised : 2/23/2012

Rosemarie Gaglione, Public Works Director, will be out of the office today through tomorrow, March 21, 2019.

In her absence, Brian Yanez, will be Acting Public Works Director. Mr. Yanez may be reached at 200.5412.

Thank you.



Rosa Solis

Public Works Administration

305 West Third Street, Third Floor, East Wing

Oxnard, California 93030

rosa.solis@oxnard.org

805.385.8281 direct line



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.9.

DATE: May 7, 2019

TO: City Council

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Award Agreement A-8131 On-Call Mechanical Facility Repair, Maintenance, Replacement and Construction Services Project to Toro Enterprises, Inc.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute Agreement A-8131 to the lowest responsible bidder, Toro Enterprises, Inc., for a three year term for an amount up to \$4,500,000 for on-call mechanical facility repair, maintenance, replacement and construction services.

BACKGROUND

The Public Works Department is comprised of multiple divisions including environmental resources; water; wastewater; recycled water; storm water; parks; facility maintenance; fleet; transportation; and engineering, all of which require non-scheduled or unplanned repair and maintenance of facilities and infrastructure from time-to-time. In order to avoid regulatory non-compliance, public health and safety hazards, property and/or environmental damage, the work must be completed with urgency, requiring quick response from a contractor. To respond promptly to these unplanned infrastructure failures the Department requires an on-call contract with a qualified contractor or contractor team that has diverse technical capabilities and the ability to respond quickly to the City's needs.

The Department inspects infrastructure and facilities to identify and plan for needed repairs and replacement of assets. Identified projects are planned and budgeted through the annual budgeting process. These planned projects follow a process that includes planning, designing, scheduling, bidding and constructing the improvements. Projects are budgeted through either the operation and maintenance budget or as a capital improvement project. When there is an unexpected failure, a contractual mechanism is required to be able to respond quickly to rectify the situation. This has been accomplished through the requested On-Call Mechanical Facility, Repair, Maintenance, Replacement and Construction Service Contract.

The City has maintained similar contracts for many years to streamline the contracting process, allowing for quick response to unplanned repair needs. Assignments have ranged from relatively small projects such as a water main break to large projects such as a sewer pipe collapse.

The work for this project includes furnishing all labor, materials, equipment and other incidentals to provide on-call mechanical facility repair, maintenance, replacement, and construction services for the Public Works Department. The work under this agreement will be at prevailing wage rates and through task orders issued prior to the start of any work.

DISCUSSION

The notice inviting formal bids (NIFB) on the Project was published on January 10, 2019, and all bids were due on February 13, 2019. The bid requested rates and costs on a variety of services for the purpose of evaluation and these rates will be utilized in the final agreement. The City received the bids listed below based on the requested rates and costs (as more fully detailed in the attached Bid Tabulation) and the lowest bidder was determined by the total of those rates:

Toro Enterprises, Inc.: \$3,555.00
Downstream Services, Inc: \$5,660.00
PUB Construction, Inc.: \$41,708.00

The lowest bidder is Toro Enterprises, Inc. (Toro) and its bid is responsive to the City's NIFB. Following this determination, staff reviewed all documentation received from Toro. Staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Staff has no reason at this time to believe that Toro is not legally responsible, which means trustworthy and fit and capable to satisfactorily complete the Project. Thus, staff recommends that the City Council award the contract for this project to Toro.

Projects to be completed by contractor are categorized as follows:

Non- Scheduled Urgent Repair Work

Contractor must verbally respond within thirty (30) minutes of telephone notification by the City. Contractor must be on the site within one (1) hour of the notification and begin work immediately. Urgent repairs are those where public interest and necessity demand the immediate expenditure of public money to avoid harm to or to safeguard life, health or property.

Scheduled Repair and Maintenance Work

Contractor must verbally respond within twenty four (24) hours of telephone notification by the City. The scope of work and schedule shall be mutually agreed to between City staff and the Contractor before work begins. Work under this category shall be planned and scheduled Monday through Friday between the hours of 8:00 am and 5:00 pm unless otherwise agreed to by the City.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

All work to be performed will require the department staff to review and verify funding availability prior to commencing work. Each Division within Public Works provides funding for this work within their annual budgets based on needs. Amounts which exceed the budgeted amounts will be brought to Council for appropriation prior to commencing work.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 2-0 on April 9, 2019 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Renee Hatcher, Construction Project Coordinator

ATTACHMENTS

1. Attachment A - PW 19-04 BID TABULATION On Call Mechanical
2. Attachment B - A-8131 Toro On Call Mechanical PW 19-04

This is a tabulation of bid results not an offer of award or contract. The City reserves the right to reject all bids.

ON-CALL MECHANICAL FACILITY REPAIR, MAINTENANCE, REPLACEMENT AND CONSTRUCTION SERVICES PROJECT SPECIFICATION NO PW 19-40							
Owner: City of Oxnard Bids Received 2/13/19		Toro Enterprises, Inc.					
		2101 E. Ventura Blvd Oxnard, CA 93036					
		#1					
ITEM NO.	DESCRIPTION	RATES			TOTAL OF RATES		
	Non-Scheduled Urgent Repair Work	Hourly Rate Monday-Friday 8:00am-5:00pm work begins within 1 hour **	Hourly Rate Monday-Friday 5:01pm -7:59am work begins within 1 hour **	Hourly Rate Saturday, Sunday and Holidays work begins within 1 hour **			
1	Foreman	\$109.00	\$122.00	\$151.00	\$382.00		
2	Equipment Operator	\$95.00	\$115.00	\$142.00	\$352.00		
3	Laborer	\$79.00	\$90.00	\$112.00	\$281.00		
4	Superintendent	\$60.00	\$90.00	\$120.00	\$270.00		
5	Air Compressor	\$25.00	\$25.00	\$25.00	\$75.00		
6	Service Truck	\$40.00	\$40.00	\$40.00	\$120.00		
7	Backhoe Caterpillar 420 or equal	\$49.00	\$49.00	\$49.00	\$147.00		
8	Bobtail Dump Truck	\$32.00	\$32.00	\$32.00	\$96.00		
9	150 GPM Pump with 20-ft Hose	\$8.00	\$8.00	\$8.00	\$24.00		
10	Traffic Control, No Flaggers, 8 Hr Day	\$28.00	\$28.00	\$28.00	\$84.00		
11	Stihl TS 500 or Equal Saw	\$5.00	\$5.00	\$5.00	\$15.00		
12	Multiquip MTX70 or Equal Compaction Unit	\$18.00	\$18.00	\$18.00	\$54.00		
	Scheduled Repair and Maintenance Work	Hourly Rate Monday-Friday 8:00am-5:00pm					
27	Foreman	\$109.00			\$109.00		
28	Equipment Operator	\$95.00			\$95.00		
29	Laborer	\$79.00			\$79.00		
30	Superintendent	\$60.00			\$60.00		
31	Air Compressor	\$25.00			\$25.00		
32	Service Truck	\$40.00			\$40.00		
33	Backhoe Caterpillar 420 or equal	\$49.00			\$49.00		
34	Bobtail Dump Truck	\$32.00			\$32.00		
35	150 GPM Pump with 20-ft Hose	\$8.00			\$8.00		
36	Traffic Control, No Flaggers, 8 Hr Day	\$28.00			\$28.00		
37	Stihl TS 500 or Equal Saw	\$5.00			\$5.00		
38	Multiquip MTX70 or Equal Compaction Unit	\$18.00			\$18.00		
39	Engineering Plans for Trenching Work	Hourly			\$300.00		
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	EVALUATION QUANTITY				TOTAL OF RATES
			0-100 SF	101-300 SF	301-500 SF	501-800 SF	
40	Cost per square foot for 6-inch asphalt dig out and repairs	SF	\$80.00	\$40.00	\$35.00	\$30.00	\$185.00
41	Cost per square foot for 12-inch asphalt dig out and repairs	SF	\$140.00	\$60.00	\$55.00	\$52.00	\$307.00
42	Cost per square foot for traffic symbol painting	SF	\$60.00	\$12.00	\$10.00	\$8.00	\$90.00
			0-100 LF	101-300 LF	301-500 LF	501-800 LF	
43	Cost per linear foot for asbestos pipe disposal	LF	\$85.00	\$70.00	\$58.00	\$42.00	\$225.00
TOTAL BID SUBMITTED:						\$3,585.00	
TOTAL BID VERIFIED: **						\$3,555.00	
** Total Bid Amount Corrected						Subcontractors None	

Downstream Services, Inc.				
2855 Progress Place Escondido, CA 92029				
#2				
RATES				TOTAL OF RATES
Hourly Rate Monday-Friday 8:00am-5:00pm work begins within 1 hour **	Hourly Rate Monday-Friday 5:01pm -7:59am work begins within 1 hour **	Hourly Rate Saturday, Sunday and Holidays work begins within 1 hour **		
\$210.00	\$250.00	\$300.00	\$760.00	
\$195.00	\$230.00	\$275.00	\$700.00	
\$175.00	\$210.00	\$250.00	\$635.00	
\$210.00	\$250.00	\$300.00	\$760.00	
\$25.00	\$30.00	\$35.00	\$90.00	
\$55.00	\$65.00	\$75.00	\$195.00	
\$65.00	\$75.00	\$85.00	\$225.00	
\$65.00	\$75.00	\$85.00	\$225.00	
\$25.00	\$30.00	\$35.00	\$90.00	
\$65.00	\$75.00	\$85.00	\$225.00	
\$20.00	\$25.00	\$30.00	\$75.00	
\$20.00	\$25.00	\$30.00	\$75.00	
Hourly Rate Monday-Friday 8:00am-5:00pm				
\$155.00			\$155.00	
\$145.00			\$145.00	
\$130.00			\$130.00	
\$155.00			\$155.00	
\$20.00			\$20.00	
\$40.00			\$40.00	
\$50.00			\$50.00	
\$50.00			\$50.00	
\$25.00			\$25.00	
\$50.00			\$50.00	
\$15.00			\$15.00	
\$15.00			\$15.00	
Hourly			\$135.00	
EVALUATION QUANTITY				TOTAL OF RATES
0-100 SF	101-300 SF	301-500 SF	501-800 SF	
\$95.00	\$55.00	\$37.00	\$30.00	\$217.00
\$105.00	\$60.00	\$43.00	\$35.00	\$243.00
\$10.00	\$8.00	\$6.00	\$6.00	\$30.00
0-100 LF	101-300 LF	301-500 LF	501-800 LF	
\$60.00	\$30.00	\$20.00	\$20.00	\$130.00
TOTAL BID SUBMITTED:				\$5,660.00
TOTAL BID VERIFIED:				\$5,660.00
Subcontractors				None

PUB Construction, Inc.			
23545 Palomino Drive, #104			
Diamond Bar, CA 91765			
#3			
RATES			TOTAL OF RATES
Hourly Rate Monday-Friday 8:00am-5:00pm work begins within 1 hour **	Hourly Rate Monday-Friday 5:01pm -7:59am work begins within 1 hour **	Hourly Rate Saturday, Sunday and Holidays work begins within 1 hour **	
\$180.00	\$270.00	\$360.00	\$810.00
\$220.00	\$330.00	\$440.00	\$990.00
\$160.00	\$240.00	\$320.00	\$720.00
\$250.00	\$375.00	\$500.00	\$1,125.00
\$290.00	\$435.00	\$580.00	\$1,305.00
\$342.00	\$513.00	\$1,026.00	\$1,881.00
\$540.00	\$810.00	\$1,080.00	\$2,430.00
\$512.00	\$768.00	\$1,024.00	\$2,304.00
\$210.00	\$315.00	\$420.00	\$945.00
\$260.00	\$390.00	\$520.00	\$1,170.00
\$230.00	\$345.00	\$460.00	\$1,035.00
\$290.00	\$435.00	\$580.00	\$1,305.00
Hourly Rate Monday-Friday 8:00am-5:00pm			
\$140.00			\$140.00
\$176.00			\$176.00
\$128.00			\$128.00
\$200.00			\$200.00
\$232.00			\$232.00
\$274.00			\$274.00
\$432.00			\$432.00
\$410.00			\$410.00
\$168.00			\$168.00
\$208.00			\$208.00
\$184.00			\$184.00
\$232.00			\$232.00
Hourly			\$150.00

EVALUATION QUANTITY				TOTAL OF RATES
0-100 SF	101-300 SF	301-500 SF	501-800 SF	
\$1,640.00	\$1,640.00	\$1,640.00	\$1,312.00	\$6,232.00
\$2,460.00	\$2,460.00	\$2,460.00	\$1,968.00	\$9,348.00
\$890.00	\$890.00	\$890.00	\$712.00	\$3,382.00
0-100 LF	101-300 LF	301-500 LF	501-800 LF	
\$998.00	\$998.00	\$998.00	\$798.00	\$3,792.00

TOTAL BID SUBMITTED:	\$41,708.00
TOTAL BID VERIFIED:	\$41,708.00

Subcontractors

New Vision Construction
Horizon Construction Co.
Pro Team Painter
All Pro HVAC

**CITY OF OXNARD CONTRACT FOR
ON-CALL MECHANICAL FACILITY REPAIR, MAINTENANCE, REPLACEMENT AND
CONSTRUCTION SERVICES PROJECT SPECIFICATION NO. PW 19-04**

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 20____ ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and TORO ENTERPRISES, INC. ("Contractor"). Contractor's license number is 710580.

In consideration of the covenants set forth herein, the parties hereto agree as follows:

1. Incorporation. The Contract consists of all Contract Documents, which shall include the General Provisions, Special Provisions and all documents referenced in either the General or Special Provisions. These documents are incorporated herein by reference.
2. Scope of Services. Contractor shall perform all Tasks in a good and workmanlike manner for the project identified as On-Call Mechanical Facility Repair, Maintenance, Replacement and Construction Services Project Specification No. PW 19-04 ("Project"), as described in this Contract and in the Contract Documents, throughout the Contract Term.
3. Compensation. In consideration of the services rendered pursuant to the requirements listed in the Contract Documents, City shall pay Contractor for each Task in accordance with the Contract Unit Prices submitted in the Bid, which in any case shall not exceed four million five hundred thousand dollars (\$4,500,000).
4. Contract Term. The Contract Term shall begin on the Effective Date and end three (3) years thereafter, unless sooner terminated pursuant to the Contract Documents.
5. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract Documents. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.
6. Prevailing Wages. City and Contractor acknowledge that the Tasks comprising the Project are public works to which prevailing wages apply. Once the Project Manager issues a Task Order, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the corresponding Task will be on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.
7. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

8. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.
9. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.
10. Entire Agreement. This Contract, including all incorporated documents, constitutes the entire agreement between the parties hereto with respect to the Project and all related Tasks and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties regarding the subject matter.
11. Amendment. No modification, amendment or supplement to this Contract other than Change Orders or Task Orders shall be binding unless made in writing and signed by the duly authorized representatives of both parties.
12. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Contract transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract for all purposes. This provision shall likewise apply to all Task Orders and other Contract Documents.

[signatures continue on following page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the first written above.

CITY OF OXNARD

TORO ENTERPRISES, INC.

☒ Tim Flynn, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager
☐ Rosemarie Gaglione, Public Works Director
☐ Lisa Boerner, Purchasing Manager

Sean Castillo, President² _____ Date _____

Jerry Hannigan, Secretary _____ Date _____

ATTEST:

Michelle Ascencion, City Clerk (only if Mayor signs) _____ Date _____

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) _____ Date _____

¹ The City Council must authorize and the Mayor must sign a public project agreement over \$175,000 annually. The City Manager may authorize and sign any agreement up to \$175,000 annually. The Public Works Director and Purchasing Manager may each authorize and sign a public project agreement up to \$100,000 annually.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

Exhibit INS-G
INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS
(WITHOUT BUILDER'S RISK REQUIREMENT)

1. Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$2,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

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

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-G. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. A-8131
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

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

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

7. All insurance standards applicable to Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-G.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE

DATE

(MM/DD/YY)

PRODUCER

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

CODESUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER ASPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$2,000,000 PRODUCTS COMP/OP AGG. \$2,000,000 PERSONAL & ADV. INJURY \$2,000,000 EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant

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

CERTIFICATE HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No A-8131

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

**GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the aCity@)**

SUBMIT IN DUPLICATE

ENDORSEMENT NO. _____

ISSUE DATE (MM/DD/YY) _____

PRODUCER

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

LOSS ADJUSTMENT EXPENSE

☐ Included in Limits
☐ In Addition to Limits

Telephone: _____

NAMED INSURED

☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____
with an Aggregate of \$ _____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which) _____

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here
☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY

- ☐ COMMERCIAL GENERAL LIABILITY
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made

Retroactive Date _____

☐ Occurrence

OTHER PROVISIONS

COVERAGES

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

- ☐ GENERAL
☐ PRODUCTS/COMPLETED OPERATIONS
☐ PERSONAL & ADVERTISING INJURY
☐ FIRE DAMAGE
☐ _____
☐ _____

CLAIMS: Underwriter=s representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: (_____) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2 CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured=s scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3 SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company=s limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4 CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5 PROVISIONS REGARDING THE INSURED=S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6 SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:

2.1 Insurance Services Office Commercial General Liability Coverage, Aoccurrence@ form CG0001; or

2.2 If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No A-8131

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: (_____) _____ Date Signed _____

Bond No. _____

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to _____

(Name and address of Contractor) ("Principal")

a contract (the “Contract”) for the Work described as On-Call Mechanical Facility Repair, Maintenance, Replacement and Construction Services Project Specification No. PW 19-04 (the “Project”).

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of any Work, to file a good and sufficient Bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____
 ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and
 our heirs, assignees, successors, executors and administrators are held and firmly bound
 jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material
 suppliers, and other persons employed in the performance of the Contract and any Task related
 to the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4
 of the Civil Code in the penal sum of _____
 Dollars (\$_____), this amount being not less than a hundred percent (100%) of the
 total Contract Price, in lawful money of the United States of America, for materials furnished or
 labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with
 respect to this Work or labor that the Surety will pay the same in an amount not exceeding the
 amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in
 addition to the face amount thereof, costs and reasonable expenses and fees, including
 reasonable attorneys' fees, incurred by Agency in successfully enforcing this obligation, to be
 awarded and fixed by the court, and to be taxed as costs and to be included in the judgment
 therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

The Project shall be considered “accepted” for the purposes of triggering Bond deadlines at the Contractor’s final completion of all Tasks, the City’s acceptance of all Tasks, and the end of the Contract Term, whichever occurs last. Upon expiration of the time within which the California

Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code Sections 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. The date of the Bond must not be before the Contract's Effective Date. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to _____

(Name and address of Contractor) ("Principal")

a contract (the "Contract") for the Work described as On-Call Mechanical Facility Repair, Maintenance, Replacement and Construction Services Project Specification No. PW 19-04 (the "Project").

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____
("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of _____
_____ Dollars (\$ _____), this amount being not less than a hundred percent (100%) of the total Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assigns, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided for all Tasks, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, within the Contract Term, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed under any Task Order shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or

addition to the terms of the Contract or to the Work in any Task Order. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. The date of Bond must not be before the Contract's Effective Date. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

CITY OF OXNARD

REVISED

**BID SHEETS FOR ON-CALL MECHANICAL FACILITY REPAIR, MAINTENANCE,
REPLACEMENT AND CONSTRUCTION SERVICES PROJECT
SPECIFICATION NO. PW 19-04**

Bidder's Name: TORO ENTERPRISES, INC.

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, equipment and supplies for the Tasks comprising the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Project Manager at the following prices:

ITEM NO.	DESCRIPTION	RATES			TOTAL OF RATES
	Non-Scheduled Urgent Repair Work	Hourly Rate Monday-Friday 8:00am-5:00pm work begins within 1 hour **	Hourly Rate Monday-Friday 5:01pm - 7:59am work begins within 1 hour **	Hourly Rate Saturday, Sunday and Holidays work begins within 1 hour **	
1	Foreman	\$ 109.-/hr	\$ /hr 122.-	\$ /hr 151.-	\$ 382.- /hr
2	Equipment Operator	\$ 95.-/hr	\$ /hr 115.-	\$ /hr 142.-	\$ 352.- /hr
3	Laborer	\$ 79.-/hr	\$ /hr 90.-	\$ /hr 112.-	\$ 281.- /hr
4	Superintendent	\$ 60.-/hr	\$ /hr 90.-	\$ /hr 120.-	\$ 270.- /hr
5	Air Compressor	\$ 25.-/hr	\$ /hr 25.-	\$ /hr 25.-	\$ 75.- /hr
6	Service Truck	\$ 40.-/hr	\$ /hr 40.-	\$ /hr 40.-	\$ 120.- /hr
7	Backhoe Caterpillar 420 or equal	\$ 49.-/hr	\$ /hr 49.-	\$ /hr 49.-	\$ 147.- /hr
8	Bobtail Dump Truck	\$ 32.-/hr	\$ /hr 32.-	\$ /hr 32.-	\$ 96.- /hr
9	150 GPM Pump with 20-ft Hose	\$ 8.-/hr	\$ /hr 8.-	\$ /hr 8.-	\$ 24.- /hr
10	Traffic Control, No Flaggers, 8 Hr Day	\$ 28.-/hr	\$ /hr 28.-	\$ /hr 28.-	\$ 84.- /hr

11	Stihl TS 500 or Equal Saw	\$ 5.- /hr	\$ /hr 5.-	\$ /hr 5.-	\$ 15.- /hr
12	Multiquip MTX70 or Equal Compaction Unit	\$ 18.- /hr	\$ 18.- /hr	\$ /hr 18.-	\$ 54.- /hr
	Scheduled Repair and Maintenance Work	Hourly Rate Monday-Friday 8:00am-5:00pm			Total of Rates
27	Foreman	\$ 109.- /hr			\$ 109.- /hr
28	Equipment Operator	\$ 95.- /hr			\$ 95.- /hr
29	Laborer	\$ 79.- /hr			\$ 79.- /hr
30	Superintendent	\$ 60.- /hr			\$ 60.- /hr
31	Air Compressor	\$ 25.- /hr			\$ 25.- /hr
32	Service Truck	\$ 40.- /hr			\$ 40.- /hr
33	Backhoe Caterpillar 420 or equal	\$ 49.- /hr			\$ 49.- /hr
34	Bobtail Dump Truck	\$ 32.- /hr			\$ 32.- /hr
35	150 GPM Pump with 20-ft Hose	\$ 8.- /hr			\$ 8.- /hr
36	Traffic Control, No Flaggers, 8 Hr Day	\$ 28.- /hr			\$ 28.- /hr
37	Stihl TS 500 or Equal Saw	\$ 5.- /hr			\$ 5.- /hr
38	Multiquip MTX70 or Equal Compaction Unit	\$ 18.- /hr			\$ 18.- /hr
ITEM NO.	DESCRIPTION	UNIT OF MEASURE			TOTAL OF RATES
39	Engineering Plans for Trenching Work	300.- Hourly			\$ 300.- /hr

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	EVALUATION QUANTITY				TOTAL OF RATES
			0-100 SF	101-300 SF	301-500 SF	501-800 SF	
40	Cost per square foot for 6-inch asphalt dig out and repairs	SF	\$ 80.-	\$ 40.-	\$ 35.-	\$ 30.-	\$ 185.-
41	Cost per square foot for 12-inch asphalt dig out and repairs	SF	\$ 140.-	\$ 60.-	\$ 55.-	\$ 52.-	\$ 307.-
42	Cost per square foot for traffic symbol painting	SF	\$ 60.-	\$ 12.-	\$ 10.-	\$ 8.-	\$ 90.-
			0-100 LF	101-300 LF	301-500 LF	501-800 LF	
43	Cost per linear foot for asbestos pipe disposal	LF	85.-	70.-	58.-	42.-	\$ 225.-
TOTAL BID PRICE (TOTAL OF ALL RATES)						\$ 3,585.-	

** Work must be within that time period. Note: No adjustment in the Contract Unit Prices will be allowed. The cost of all labor, export of material and other costs shall be included in the above Contract Unit Prices; no additional compensation will be granted for such expenses.

BID PRICE IN DIGITS: \$ 3,585.-

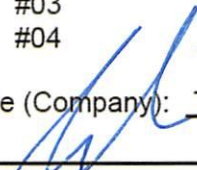
BID PRICE IN WORDS: Three Thousand, Five Hundred Five Dollars.

Bidder acknowledges receipt of all addenda

Addendum: Date Received:
 #01 02-11-2019
 #02 _____
 #03 _____
 #04 _____

Addendum: Date Received:
 #05 _____
 #06 _____
 #07 _____
 #08 _____

Bidder's Name (Company): TORO ENTERPRISES, INC.

Signature: 

Title: PRESIDENT

Print: SEAN CASTILLO

Date: 02/12/19



CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS AGENDA ITEM NO. M.1.

DATE: May 7, 2019

TO: City Council

FROM: Jeffrey Lambert, Community Development Director, (805) 385-7882, jeffrey.lambert@oxnard.org

SUBJECT: Planning & Zoning (PZ) Permit Nos. 18-500-10 (Special Use Permit for a Planned Development Permit); and PZ No. 18-300-09 (Tentative Tract Map) for the Property Located on the 700 Block of Doris Avenue. (10/5/10)

RECOMMENDATION

That the City Council:

1. Adopt a resolution upholding the Planning Commission's approval of PZ No. 18-500-10 (Special Use Permit for a Planned Development Permit), subject to certain findings and conditions set forth in Planning Commission Resolution No. 2019-09; and
2. Adopt a resolution approving PZ No. 18-300-09 (Tentative Tract Map for Tract No. 6010), subject to certain findings and conditions set forth in Planning Commission Resolution No. 2019-10.

BACKGROUND

On March 21, 2019 the Planning Commission voted 5-2 to approve PZ No. 18-500-10 for a Special Use Permit (SUP for a Planned Development Permit) and to recommend City Council approval of PZ No. 18-300-09 for a Tentative Tract Map to subdivide a 1.09 acre single parcel into seven lots; six of the seven lots would provide owners with an option to construct an accessory dwelling unit (ADU) above the garage. The project site is located on the 700 block of Doris Avenue between F Street and G Street.

Initially, the Applicant requested three modifications to the development standards for this project. These modifications were for: 1) a reduction in interior yard space (backyard area) from the required 900 square feet to 678-780 square feet; 2) a reduction in lot width from the required 60 feet for interior lots and 75 feet for corner lots to 53 feet and 56-58 feet, respectively; and 3) an increase in building height to exceed the maximum allowable height of 25 feet to 27 feet 2 inches. This last request was subsequently withdrawn at the Planning Commission hearing by the Applicant because the architect was able to design the project to comply with the maximum height allowed. The two Commissioners opposed the project on the basis that six lots should be constructed instead of seven, thereby negating the need for the two modifications entirely. In response to the Commissioners concerns the applicant explained that: 1) the reduction in interior yard space was necessary in order to provide additional on site parking parallel to the driveway which was provided and designed to directly address neighborhood concerns. This additional parking is located along the rear property line of the site; and 2) the reduction in the lot width was in keeping with surrounding lots in the vicinity of the project. At the hearing two members of the public who reside in the neighborhood spoke in general support of the project. Additionally, a condition of approval was imposed requiring that the CC&R's include a requirement that each garage remain accessible for parking of two-vehicles at all times.

A Community Workshop for the project was held on October 15, 2018. Various members of the public attended and expressed concerns regarding this Project. Their concerns were related to the Project's impacts to on-street parking, lack

of compatibility with the size of residential dwelling units within the vicinity of the project, and traffic impacts associated with additional development. On November 5, 2018, the Applicant presented the project to the Wilson Neighborhood Council where similar concerns were expressed. As detailed in Section 8, page 5 of the Planning Commission staff report (see Attachment C), the Project was revised by the Applicant to address these concerns by providing parallel parking along the rear property line in addition to the required two-car garage; reducing the number of bedrooms from 4-5 to 3-4; and provided a second front elevation facade with each dwelling. Dwellings would have a different color palette and varied building materials.

Pursuant to Section 16-545 of the OCC, on April 9, 2019, Planning Division staff filed a Notice Requesting Review of the Planning Commission's approval of the SUP, and recommendation on the Tentative Tract Map. The appeal would allow the City Council to consider the entitlement permits as one integrated project since the project involves multiple entitlement applications.

STRATEGIC PRIORITIES

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

Goal 3. Strengthen neighborhood development, and connect City, community and culture.

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

FINANCIAL IMPACT

As proposed the implementation of this project will not have financial impacts. The Applicant will be responsible for payment of all applicable permits and development impact fees.

COMMITTEE OUTCOME

This item is a Public Hearing and was heard by the Planning Commission, therefore the item did not originate in Committee.

Prepared by: Kathleen Mallory, Planning & Environmental Services Manager, Veronica Ortiz-De Anda, Contract Planner

ATTACHMENTS

1. Attachment A City Council Resolution for PZ 18-300-09 (Tentative Tract Map)
2. Attachment B City Council Resolution for PZ 18-500-10 (Special Use Permit for a Planned Development Permit)
3. Attachment C: PZ 18-300-09, 18-500-10 Planning Commission Staff Report with Attachments
4. Attachment D: Planning Commission Resolutions 2019-09 (SUP) and 2019-10 (TTM)
5. Doris Ave. CC Presentation 05.07.19

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT 18-300-09 (TENTATIVE TRACT MAP NO. 6010) TO SUBDIVIDE A VACANT 1.09 ACRE PARCEL INTO SEVEN LOTS TO CONSTRUCT A SINGLE FAMILY DWELLING ON EACH LOT WITH AN OPTIONAL ACCESSORY DWELLING UNIT ON SIX OF THE SEVEN LOTS. LOT SIZE WILL RANGE FROM 6,200 TO 6,841 SQUARE FEET. THE SINGLE FAMILY RESIDENTIAL PLANNED DEVELOPMENT (R-1 PD) ZONED LOTS WILL BE LOCATED ON THE 700 BLOCK OF DORIS AVENUE (APN 200-0-291-325) WITHIN THE WILSON NEIGHBORHOOD, SUBJECT TO CERTAIN CONDITIONS. FILED BY BLAKE RASMUSSEN ON BEHALF OF JAMES RASMUSSEN, 26500 WEST AGOURA ROAD #652, CALABASAS, CA 91302

WHEREAS, on July 19, 2018, designated agent Blake Rasmussen on behalf of James Rasmussen, (the “**Applicant**” and/or “**Permittee**”) submitted a request for a Tentative Subdivision Map of Tract 6010, pursuant to Chapter 15 (Subdivision Ordinance) of the Oxnard City Code and the State Subdivision Map Act, to subdivide a 1.09 acre site to accommodate construction of seven detached single family dwellings on seven individual lots located on the 700 block of Doris Avenue; and

WHEREAS, on March 21, 2019, the Planning Commission of the City of Oxnard 9 (**Planning Commission**) conducted a duly noticed public hearing to consider The Applicant’s request to approve Planning and Zoning Permit 18-300-09 (Tentative Subdivision Map for tract No. 6010) to subdivide a 1.09 acre site into seven lots ranging in size of 6,200 to 6,841 square feet in accordance with Chapter 15 (Subdivision Ordinance) of the Oxnard City Code and the state Subdivision Map Act, filed by Blake Rasmussen on behalf of James Rasmussen; and

WHEREAS, the City Council has carefully reviewed Planning Commission Resolution No. 2019-10, recommending approval of the Tentative Subdivision for Tract 6010, subject to certain conditions for property located on the 700 block of Doris Avenue; and

WHEREAS, the City Council held a duly noticed public hearing and received and reviewed all written and oral evidence related to the proposed Project; and

WHEREAS, the City Council finds that the Tentative Subdivision Map for Tract 6010 complies with all requirements of the Subdivision Map Act and the Oxnard City Code; and

WHEREAS, the City Council finds that the Tentative Subdivision Map for Tract 6010, the proposed site, and the design and improvement of the development requested are consistent with the 2030 General Plan; and

WHEREAS, the City Council finds that the proposed site is suitable for the type and density of development requested and is not likely to cause substantial environmental damage, serious public health problems or conflict with any publicly acquired easements or access; and

WHEREAS, the Planning Commission has completed a preliminary environmental assessment of the Project in accordance with the California Environmental Quality Act (CEQA) and determined that the Project is subject to a categorical exemption; and

WHEREAS, the City Council finds that the proposed division of land complies with the requirements established by the Subdivision Map Act and Chapter 15 of the Oxnard City Code, including but not limited to requirements as to area, improvement and design, floodwater drainage control, appropriate improved public roads, sanitary disposal facilities, water supply availability, and environmental protection; and

WHEREAS, the City Council finds that the Applicant agrees with the necessity and accepts all elements, requirements, and conditions of this Resolution as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit or live in this subdivision in particular.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve to approve Planning and Zoning Permit No. 18-300-09 (Tentative Subdivision Map for Tract No. 6010, Exhibit A) subject to the findings and conditions set forth in Planning Commission Resolution No. 2019-10 on file in the Planning Division and incorporated herein by reference.

PASSED AND ADOPTED by the City Council of the City of Oxnard on this 7th day of May, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen Fischer, City Attorney

EXHIBIT “A”

TENTATIVE MAP 6010

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD UPHOLDING PLANNING COMMISSION APPROVAL OF PLANNING AND ZONING PERMIT NO. 18-500-10 (SPECIAL USE PERMIT FOR A PLANNED DEVELOPMENT PERMIT) TO PERMIT THE CONSTRUCTION OF SEVEN DETACHED SINGLE FAMILY DWELLING UNITS ON SEVEN INDIVIDUAL LOTS LOCATED ON THE 700 BLOCK OF DORIS AVENUE, WITHIN THE WILSON NEIGHBORHOOD. FILED BY DESIGNATED AGENT BLAKE RASMUSSEN, ON BEHALF OF JAMES RASMUSSEN, 26500 WEST AGOURA ROAD #652, CALABASAS, CA 91302.

WHEREAS, on July 19, 2018 designated agent Blake Rasmussen on behalf of James Rasmussen, (the “**Applicant**” and/or “**Permittee**”) submitted a request for a Special Use Permit for a Planned Development Permit, pursuant to Oxnard City Code Section 16-270, to allow the construction of seven detached single family dwelling units on seven individual lots on property located on the 700 block of Doris Avenue; and

WHEREAS, on March 21, 2019, the Planning Commission of the City of Oxnard (“**Planning Commission**”) conducted a duly noticed public hearing to consider Applicant’s request to approve Planning and Zoning Permit No. 18-500-10 (Special Use Permit for a Planned Development Permit) to allow the construction of seven detached single family dwelling units on seven individual lots located on the 700 block of Doris Avenue (the “**Project**”) in accordance with Sections 16-530 through 16-553 of Oxnard City Code; and

WHEREAS, the Planning Division has completed a preliminary environmental assessment of the Project in accordance with the California Environmental Quality Act (CEQA) and determined that the Project is subject to a categorical exemption; and

WHEREAS, a notice of review was filed on April, 9, 2019 of the Planning Commission’s approval of Planning and Zoning Permit No. 18-500-10 (Special Use Permit for a Planned Development) to allow the City Council to avoid separating entitlement actions and review the Project as one integrated project; and

WHEREAS, on May 7, 2019, the City Council held a duly noticed public hearing, and received and reviewed all written and oral evidence related to the proposed Project; and

WHEREAS, the Project was referred to various public utility companies, City departments and the Development Advisory Committee for recommendations; and

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve to uphold Planning Commission’s decision of March 21, 2019 approving Planning and Zoning Permit No. 18-500-10 (Special Use Permit for a Planned Development) subject to the findings and conditions set forth in Planning Commission Resolution No. 2019-09, on file in the Planning Division, and incorporated herein by reference.

PASSED AND ADOPTED by the City Council of the City of Oxnard on the 7th day of May 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney



PLANNING COMMISSION STAFF REPORT

TO: Planning Commission

FROM: Veronica Ortiz-De Anda, Contract Planner

DATE March 21, 2019

SUBJECT: Planning and Zoning (PZ) Permit No. 18-500-10 (Special Use Permit – Planned Development) and PZ No. 18-300-09 (Tentative Tract Map) for Property Located on the 700 Block of Doris Avenue between North F Street and North G Street

1) Recommendation: That the Planning Commission:

- a)** Adopt a resolution approving Planning and Zoning Permit No. 18-500-10 (Special Use Permit - Planned Development Permit), subject to certain findings and conditions; and
- b)** Adopt a resolution recommending that the City Council approve Planning and Zoning Permit No. 18-300-09 (Tentative Tract Map), subject to certain findings and conditions.

2) Project Description and Applicant: A request to subdivide a 1.09 acre vacant parcel into seven (7) lots and construct seven (7) - two-story single-family dwelling units with an attached two-car garage. Six (6) of the 7 lots include an option for a 692 square-foot Accessory Dwelling Unit (ADU) to be constructed above the garage. In accordance with Oxnard City Code (OCC) Section 16-271, the applicant is requesting approval of a modification to allow up to a 25% reduction in the interior yard space and up to 25% reduction in the lot width. Additionally, there is a proposed building height increase of 2 feet 2 inches for each dwelling unit. The project is located on the 700 Block of Doris Avenue (APN 200-0-291-325) within the Wilson Neighborhood. The proposed project is filed by Blake Rasmussen, 26500 West Agoura Road #652, Calabasas, CA 91302 on behalf of James Rasmussen, the property owner.

3) Existing & Surrounding Land Uses: The proposed Project is bordered by Doris Avenue to the north, the Sycamore Senior Apartments to the south, an existing public alley to the west, and North F Street to the east (See Attachment A – Maps). The following table summarizes the land uses, zoning, and General Plan designation of the Project site and

surrounding properties.

LOCATION	ZONING	GENERAL PLAN	EXISTING LAND USE
Project Site	Single Family Residential Planned Development (R-1-PD)	Residential Low (RL)	Vacant
North	Single Family Residential (R-1)	Residential Low (RL)	Religious Assembly
South	Garden Apartment Zone Planned Development (R-3-PD)	Residential Medium (RM)	Senior Apartments
East	Single Family Residential (R-1)	Residential Low (RL)	Single Family Home
West	Multiple Family Residential (R-2)	Residential Medium (RM)	Residential Duplex

4) Background Information: The Project site was previously utilized by the former St. John's Hospital where Sycamore Senior Apartments is now located. The report for St. John's project mentions that the project site was created specifically for single family residential development at the time the senior housing project was approved. In November 2005, a similar development project (Planning & Zoning Permit No. 05-540-01) was approved by the City Council for the construction of seven detached single family dwelling units, with rear driveway access. The entitlement permits expired as the project was not advanced.

5) Environmental Determination: The proposed Project is an infill development in an urban area with all services in place and the site is under five acres. As proposed the Project is exempt under Section 15332, Class 32 "Infill Development" from further environmental review in accordance with the California Environmental Quality Act (CEQA) Guidelines. Staff has determined that there is no substantial evidence that the Project will have a significant effect on the environment (see Attachment B - Notice of Exemption).

6) Analysis:

a) General Discussion: The use requires approval of a Special Use Permit (SUP) for a Planned Development Permit (PD) and Tentative Tract Map (TTM) to construct seven (7) two story single-family dwelling units; six (6) will have an optional 692 square-foot ADU to be constructed above the garage. Due to lot design, only six (6) ADU's can be constructed (see Site Design section of this report for discussion). The units will range in size from 2,551 – 2,719 square-feet with 3 to 4 bedrooms and a two-car garage. The lots will range from 6,200 – 6,841 square-feet. Units will face Doris Avenue with access to the garage from a 20 foot wide gated private one-way driveway (see Attachment C - Project Plans).

b) General Plan Consistency: The subject site has a 2030 General Plan designation of Residential Low (RL). Consistency with the 2030 General Plan is defined by the relationship between 2030 General Plan policies and the proposed Project. The three consistency classification levels are:

- I. Direct Applicability to a Proposed Project or Program (full text of the policy and an explanation).
- II. Related or Indirect Applicability to the Proposed Project or Program (policy title and an explanation for each or groups of related or indirectly related policies).
- III. No or Distant Applicability to the Proposed Project or Program (all policies not listed as Level I and II are assumed to be consistent).

POLICY	LEVEL	POLICY OR TITLE	EXPLANATION
CD-1.2	I	Promote the efficient use of larger vacant parcels and vacant areas of the City by encouraging infill development, with a priority to mixed uses that reduce vehicle trips and GHG emissions and promote sustainable development goals and objectives.	The Project is vacant and surrounded by urban uses. The Project is in proximity to commercial uses to encourage bicycle and pedestrian travel which collectively reduce vehicle trips and GHG emissions.
CD-8.1	I	Continue to limit development to those areas that can be served by existing or planned utilities, transportation, and service systems.	The Project is surrounded by urban development with access to commercial service and the existing utilities within the vicinity can adequately serve the proposed Project.
CD-14.1	I	In the evaluation of development proposals, continue to ensure that public and private development projects comply with City design policies, plans and guidelines.	The Project was reviewed and appropriately revised to reflect recommendations provided by the Development Advisory Committee (DAC). As conditioned, the project conforms to City design policies, plans, and guidelines.
ICS-3.3	I	Determine as part of the development review and approval process that intersections associated with new development operate at a level of service (LOS) of "C" or better...	The scale of the Project did not meet the threshold for review of a traffic study.
ICS-6.1	I	Include transit facilities such as bus benches, shelters, pads or turnouts, where appropriate, in new development improvement plans.	Currently, there is a bus stop directly in front of the Project site. Improved transit facilities, such as a shelter, trash receptacle, and bench are proposed with this development.
ICS-11.7	I	Promote water conservation in landscaping for...residential and require new development to incorporate water conserving fixtures (low water usage) and water-efficient plants into new and	The proposed landscape material complies with the California Department of Water Resources Model Water Efficient Landscape Ordinance (AB No. 1881) and the City of Oxnard Water Efficient Landscape (Ordinance No. 2822). The project is conditioned to implement water

		replacement landscaping.	conserving irrigation features. Landscape and irrigation plans will be reviewed prior to issuance of building permits.
Chapter 8 (Housing Element) 2.3	I	Ensure that residential development sites have appropriate and adequate public and private services and facilities, including wastewater collection and treatment, potable and recycled water supply, utilities, parks, schools, and other neighborhood infrastructure.	As conditioned, the Project is provided with adequate public and private services. These include existing streets, sidewalks, and public transit stops, among others. The Project will pay development impact fees to mitigate the demand on parks, schools, and infrastructure.
	II	Neighborhood Quality of life. Commercial Area Aesthetics. Design Review Process Functions (DAC) Quality of Design Water Supply Findings for Smaller Projects Waste Reduction New Development Requirements Police Review of Development Fire Department Review of Development Development Fees Promote use of Native and Water Wise Plants	The DAC review process led to changes in the project and/or conditions of approval that meet these Level II policies.
	III	All policies not listed above	No or Distant Applicability to the Proposed Project.

c) Conformance with Zoning Development Standards: Through approval of the PD Additive Zone (Oxnard City Code - OCC - Section 16-270 et seq.), the applicant is seeking approval to modify three numerical development standards; the project otherwise complies with all of the relevant OCC requirements.

The Applicant is requesting to modify the interior yard space (IYS) requirement by approximately 25%, from 900 square feet to between 678 – 780 square feet for all lots. Though guest and ADU parking is not required by OCC (see Section 6 of this report), the

Applicant is seeking to reduce the percentage of IYS to accommodate additional parking on the site for the ADU and guests.

The Applicant is also requesting to modify the lot width requirement from 60 and 75 feet for interior and corner lots, respectively. Through approval of the tentative map, interior lots are proposed to be 53 feet wide and corner lots will be 56 and 58 feet wide. The Project will comply with the minimum lot size requirement of 6,000 square feet for this zone. The Applicant makes this request for reduced lot width to accommodate seven lots on the site and offer a financially viable project.

Finally, the Applicant is requesting to exceed the maximum height of 25 feet, and construct all of the dwelling units at 27 feet, 2 inches. Exceeding the maximum height in the R1PD zone is being requested to accommodate the roof design of the dwelling units. Visual impacts are expected to be minimal since there is no development abutting the site in the rear.

In exchange for the requested modifications, the Applicant will incorporate energy conservation features beyond the minimum Title 24 California Building Code requirements, such as solar water heating and/or photovoltaic roof or wall equipment, that will exceed energy conservation requirements by at least 10%. These upgrades will be considered standard on this development project and have been made a condition of approval. Additionally, all landscape improvements as identified on the landscaping plan will be completed for each lot, including improvements in the private backyards.

Code compliance associated with the project is as follows:

DEVELOPMENT STANDARD	REQUIRED	PROPOSED	COMPLIES ?
Minimum dwelling size (§16-24)	1,000 sf exclusive of garages, carports, or any accessory buildings	2,551 - 2,719 sq.ft.	Yes
Maximum building height. (§16-25)	2 stories not to exceed 25 feet	27 ft. 2 in.	Yes, with a PD
Minimum lot area (§16-26)	At least 6,000 sq.ft.	Varies, but greater than 6,000 sq.ft. minimum	Yes
Minimum lot frontage (§16-27)	At least 50 ft. measured from front lot line.	53 ft. minimum	Yes
Minimum lot width (§16-28)	Interior lots: at least 60 ft. Corner lots: at least 75 ft.	53ft. for interior lots; 56ft. and 58ft. 5in. for corner lots	Yes, with PD

Minimum lot depth (§16-29)	At least 100 ft	Site Plan shows 125ft. behind sidewalk	Yes
Front yard setback (§16-31)	No less than 20 feet; except houses constructed w/ swing (side facing) driveway 15 feet minimum Dwellings varying from the required setback, such setback shall determine the required setback if such dwellings comprise at least 60% of the block At least 20 ft from property line to garage door measured at centerline of driveway	20ft.	Yes
Side yard setback (§16-32)	Corner and Interior Lots: 10% of lot width, not less than 3 feet or more than 5 Reverse Corner lots: Side yard on street side shall be no less than 50% of the required front yard. No accessory buildings within the front yard setback	3.5ft minimum; 11ft. 5in. maximum	Yes
Rear yard setback (§16-33)	Rear yard of no less than 25% of the lot's depth, but need not exceed 25 ft. 15 ft setback to centerline of alley for accessory buildings (garages)	33ft.	Yes
Interior yard space (§16-34)	At least 15% of the lot area or 900 sq.ft. whichever is less and shall be open from ground to sky except for roof overhangs not exceeding 30 inches. Area from front setback to rear property line with minimum size 10ft x 15ft	Varies: 678 – 780 sq.ft.;	Yes, with PD
Parking spaces (§16-622F)	2-car garage spaces for each home (For up to 5 bedrooms) If located within ½ mile of transit station, no ADU parking	2 car garage for each dwelling unit. Shared parking along southerly property line to	Yes

	required	be used for guest and/or ADU parking (non-exclusive use).	
ADUs	Minimum size is 600 sq.ft.	692 sq.ft.	Yes
Designated Area for recycling and refuse containers	Designated area behind a fence, not visible from the street	Area proposed on the side yards behind a six (6) foot tall wood gate	Yes

- d) Site Design:** The Project involves the subdivision of an existing 1.09 acre site into seven residential lots. Lot size will vary from 6,534 – 7,400 square feet. Each lot will be developed with a detached two story single family home. Prospective residents will have the option to have a 692 sq. ft. ADU constructed above the attached garage. ADU's will have one bedroom, bath, and living area with a kitchen facility. A condition of approval has been imposed allowing only one ADU per lot, except for lot 1. Only ADU's with one bedroom will be permitted; this has been made a condition of approval. Front porch lighting is proposed along with a wall mounted lighting fixture on the garage elevation facing the private driveway. A condition of approval has been imposed requiring City review and approval of exterior lighting.

Each dwelling unit with an ADU will be approximately 2,551 square feet. Dwelling units without an ADU will be 2,714 square feet. The single family home will have either 3 or 4 bedrooms, with a bedroom and full bathroom on the ground floor. The ADU will have separate access via an exterior staircase located in the rear yard. In accordance with the City's ADU ordinance, properties with an ADU must be owner occupied. A covenant will be recorded on the deed on these lots and a yearly certification proving owner occupancy will be required. Due to turning radius limitations and public safety as vehicles exit the property from the private driveway, Lot 1 will not have the option for an ADU. A condition of approval has been imposed to prohibit an ADU on Lot 1. A condition of approval has also been imposed requiring that the Conditions Covenants, and Restrictions (CC&Rs) memorialize the City's ADU City requirements to original and future property owners.

- e) Circulation and Parking:** Access to garages will be provided via a 20 foot wide one-way private driveway accessible from F Street. Residents will access the private driveway through a click to enter mechanical sliding gate from F Street. The black five foot tall sliding gate will be of wrought iron design similar to the existing wrought iron fence that is presently located along the southern property line. Vehicles will travel westerly and exit at the public alley. The private shared driveway behind the dwellings provides access to the two car garage for residents. With the exception of Lot 1, two parallel parking spaces are proposed along the southerly property line for extra parking. However, these parking spaces are not for the exclusive use of each unit. In accordance with OCC Section 16-622 (F), guest parking is not required single family residential units. Further, because a transit stop is located within ½ mile of the project site (immediately in front of the project site on Doris Ave.) no parking is required for the

ADU pursuant to Section 16-622 (F) of the OCC. Street parking is permitted in front of the project site on Doris Avenue.

To ensure that garages remain available for parking, a condition of approval has been imposed to require within the CC&Rs that garages remain unobstructed and accessible for parking of two vehicles at all times. A total of 13 parallel parking spaces will be provided along the southerly property line for the residents/guest of the project.

A traffic study was not required because the project did not meet the City's CEQA Threshold Guidelines, whereby a traffic study is required for a residential project of 90 or more units.

g) Building Design: An urban farm architectural style is proposed for the Project; two design elevations are proposed. Consistent with this style, building elements feature a functional porches with roofing supported by twin posts extending over the main entryway and windows next to the dining area. Vertical and horizontal board and batten siding on the front elevation and around selected walls on the second story second will be provided. Stone is proposed on the front prominent wall and a shutter feature on this window will accentuate the country farm theme. The other building elevations will have a stucco finish; all windows will have wood trim around them. As shown in Sheet A.7 (see Attachment C - Project Plans) each home will have a different palette for paint color, asphalt shingle roof, trim, and stone type to ensure variation throughout the Project.

h) Landscaping and Open Space: As proposed and conditioned, the Project's landscaping improvements comply with City requirements. The existing sycamore tree on the southeast corner of Doris Avenue and the alley is proposed to remain. There are no other trees on the site. Seven new *Blanchard Southern Magnolia* trees will be located along Doris Avenue and two *Bloodgood London Plane* trees along F Street. Smaller tree species are proposed on the individual lots accompanied by an array of shrubs and vines, such as the *Blue Flame Agave*, *African Boxwood*, *Snake Flower*, and *Creeping Fig*, which will be planted on the side wall of Lots 1 and 7. As identified on the landscape plan, the Applicant will install front yard landscaping as well corner side improvements and planters in the common areas. Further, private interior yard landscaping improvements will also be installed by the Applicant.

A homeowners association (HOA) will be formed and will be responsible for maintenance, including landscaping, of all common areas outside of the residents' private backyard. The HOA will be responsible for maintenance of the private driveway and common landscaping planters, including landscaping abutting the sidewalks on the westerly and southerly sides of the project.

7) Development Advisory Committee and Outside Agencies: The DAC reviewed this project on September 26, 2018. Recommendations of the DAC are reflected in the design of the project and as proposed conditions of approval in the attached resolutions. Project plans were routed to outside agencies for their review in accordance with the Subdivision Map Act.

The Ventura County Watershed Protection District requested the inclusion of a condition of approval related to storm runoff.

8) Community Workshop and Public Input: On October 5, 2018, the Applicant mailed notices of the Community Workshop meeting to all property owners within the Wilson and Carriage Square Neighborhoods. A notice of this meeting was posted on the Project site with a brief description and contact information. The Community Workshop was conducted on October 15, 2018. A number of residents attended this meeting and expressed concerns regarding traffic, proposed site circulation, current lack of on street parking, concern over the allowance of ADUs, and architectural design. The Applicant attended this meeting and provided input and answered questions. Questions posed by the residents were as follows, with staff responses in italics:

- Concerns with lack of existing on street parking. Residents fear this project will make the existing parking problems worse. *To lessen on street parking impacts, the site plan was revised to accommodate parallel parking along the southern property line. Parking is provided for the dwelling unit with a two-car garage. Further, although not required, with the exception of Lot 1 each unit will have two additional parking spaces; this is for shared parking for the benefit of all lots. As proposed the project exceeds the City's parking requirements.*
- Parking will be a problem as a result of the number of bedrooms and the proposed ADUs. *The Project was revised to reduce the number of bedrooms from 4-5 to 3-4 and meets the City's parking requirements as specified in the OCC. Additionally, a condition of approval has been imposed to require that language be included in the CC&R's requiring Project residents to keep their garage accessible for parking of two vehicles at all times. Though not required, the Applicant revised the site plan to allow for uncovered parallel parking along the rear property line to provide parking for the ADUs and/or guests.*
- Circulation problem in existing alleys with current residents parking in the alleys obstructing access to vehicles. *The Proposed private driveway along the rear of the dwellings will function as a "one-way driveway" with ingress off of F Street and egress to the public alley. Access to the private driveway will only be available to Project residents. Access to the driveway will be controlled by a click to enter gate for which Project residents will have remote keyless click to enter to operate. Additionally, the Project has been conditioned to prohibit parking along the public alley and "No Parking" will be painted accordingly and enforced by the City's Police Department.*
- The Project's architectural design is out of character with the existing 1950s neighborhood and all the new dwelling units look the same. *The Project site is not located in a designated historical area and therefore, the City does not have specific design guidelines for this site. The Applicant revised the elevations to provide a second elevation option. Each of the seven dwelling units will have a different palette for paint, stone, roof, accent color, and trim color. The Applicant is proposing an "urban farm" theme which is a popular design at this time in the housing market and the architectural design and palette is compatible with the*

surrounding area. Architectural standards are not identified for this neighborhood and the site is not located within a historic district.

- *This project will increase traffic, which is already a problem in the neighborhood. The Project was reviewed by the City Traffic Engineer and as proposed it does not trigger the need for a traffic study, because the Project proposes less than 90 dwelling units.*

On November 5, 2018, this project was presented by the Applicant to the Wilson Neighborhood Council (WNC). Various members of the neighborhood attended this meeting and provided similar public input as was provided at the Community Workshop. In response to this meeting, the Applicant revised the elevations to provide an option for a second elevation and modified the site plan to provide for additional parking along the southerly boundary of the project site. Though not required, Planning staff encouraged the Applicant to return to the WNC to communicate these changes. The Applicant chose to proceed with the project to the Planning Commission. Planning staff has requested written comments from WNC on multiple occasions but they have not been received.

- 9) Appeal Procedure:** In accordance with OCC Section 16-545, the Planning Commission's action on Planning and Zoning Permit No. 18-500-10 (Special Use Permit – Planned Development) and recommended action on Planning and Zoning Permit No. 18-300-09 (Tentative Tract Map) may be appealed to the City Council within 18 days after the decision date. Appeal forms may be obtained from the City Clerk and must be submitted with the appropriate fees before the end of the appeal period.

Attachments:

- A. Maps (Aerial, Vicinity, General Plan, and Zoning)
- B. Notice of Exemption
- C. Reduced Project Plans
- D. Special Use Permit Resolution
- E. Tentative Map Resolution

Prepared by: _____
VD

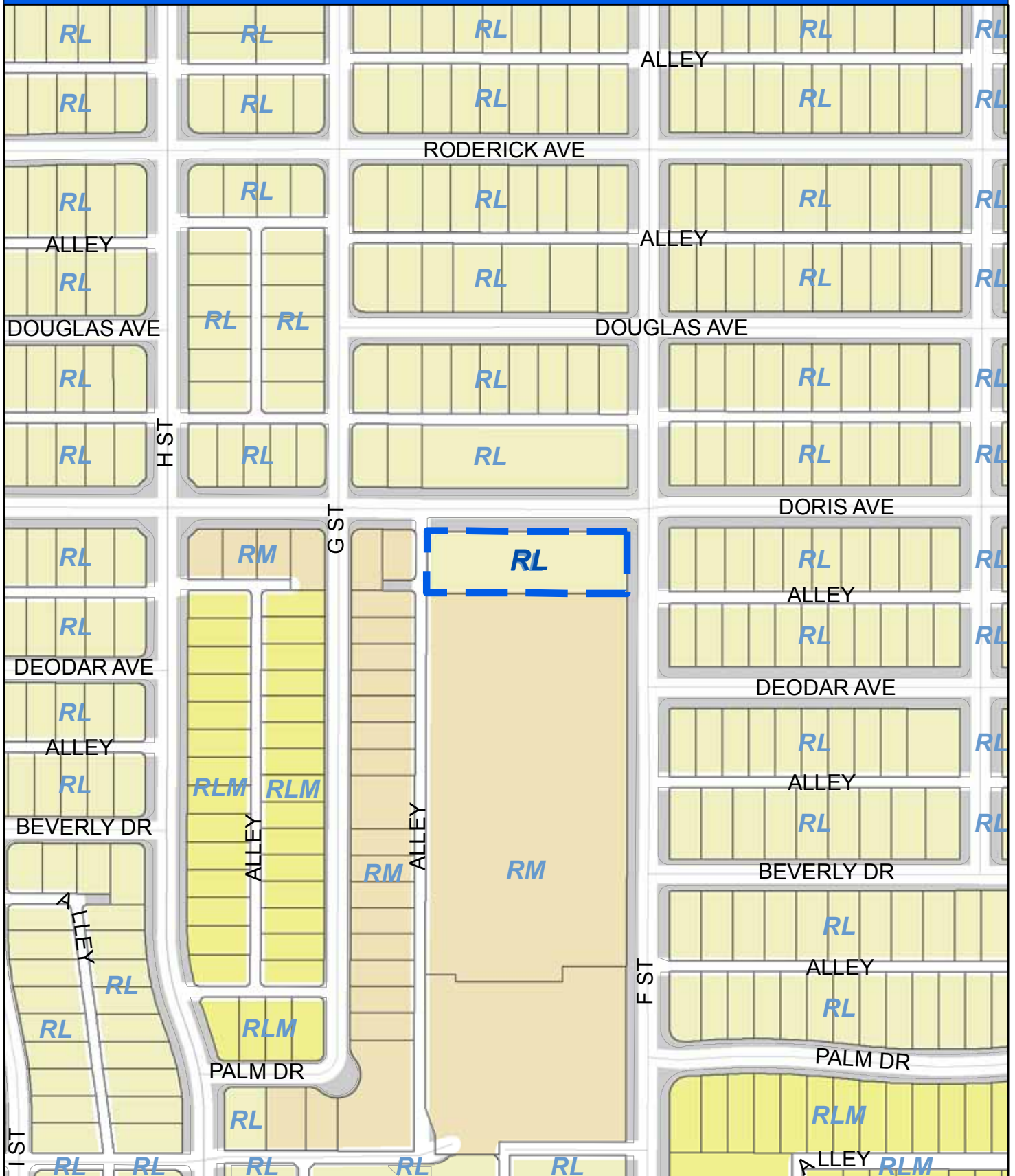
Approved by: _____
KM

ATTACHMENT “A”

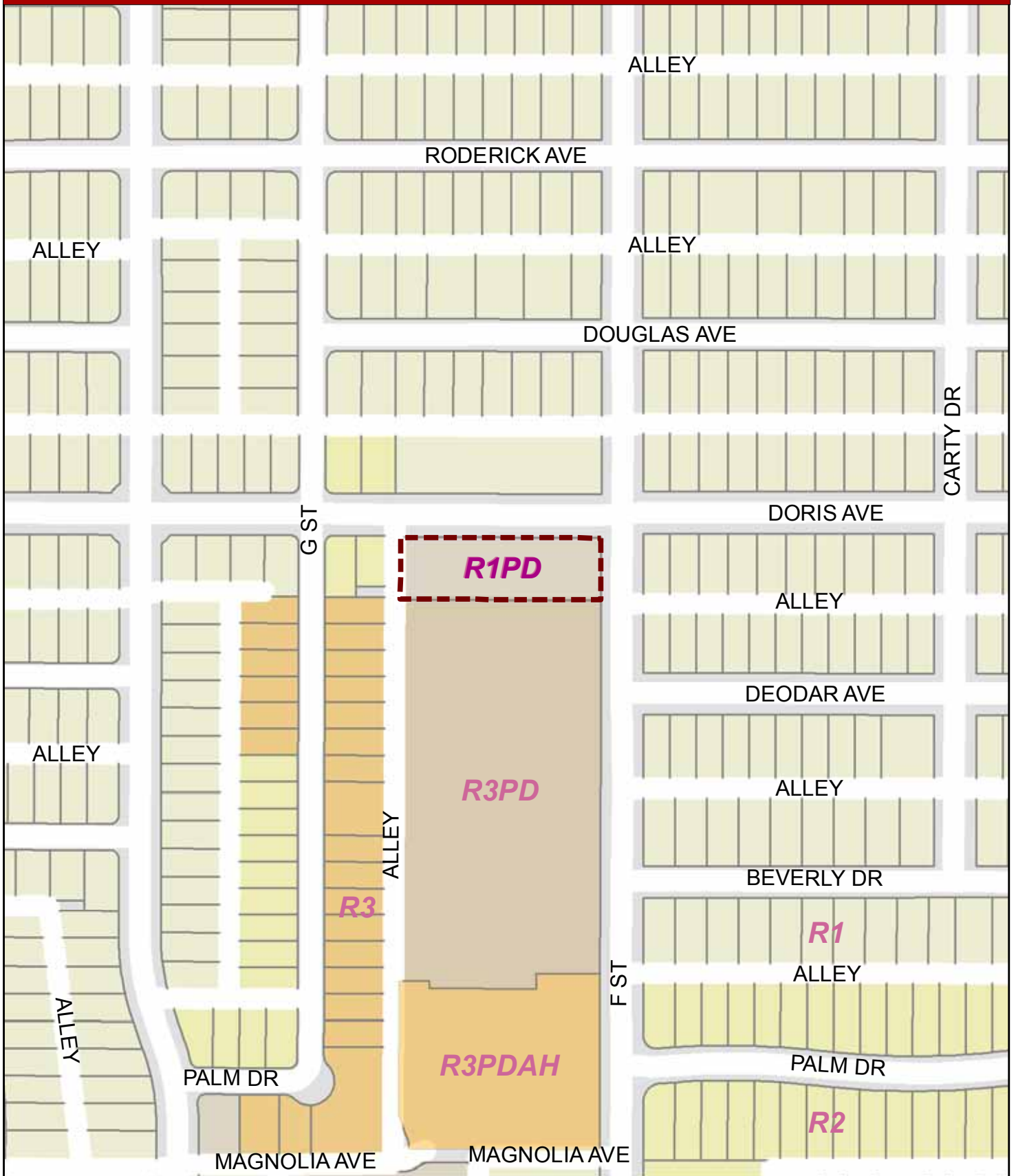
Maps

(Aerial, Vicinity, General Plan, Zoning)

2030 General Plan Land Use Map

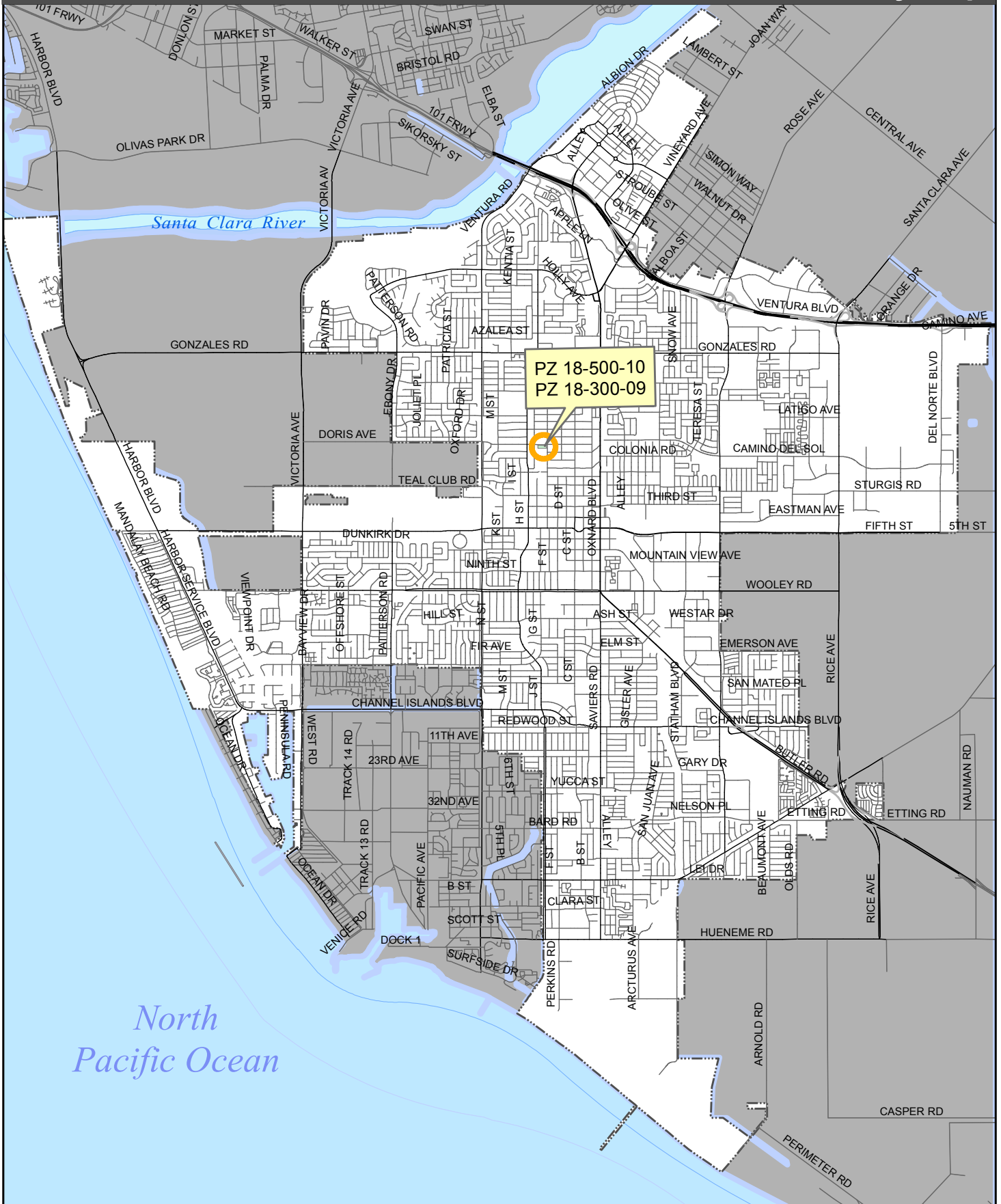


Zoning/Specific Plan Map





Vicinity Map



ATTACHMENT “B”

Notice of Exemption

NOTICE OF EXEMPTION

Project Description:

PZ Nos. 18-500-10 (SPECIAL USE PERMIT); 18-300-09 (TENTATIVE MAP): A request to subdivide a 1.09 acre vacant parcel into seven (7) lots and construct a two-story single-family dwelling with an attached two-car garage on each lot with an option to the buyer to include an attached 692 square-foot Accessory Dwelling Unit (ADU) on six of the seven lots on property located on the 700 Block of Doris Avenue (APN 200-0-291-325) within the Wilson Neighborhood. Proposed project filed by Blake Rasmussen, 26500 West Agoura Road #652, Calabasas, CA 91302 on behalf of James Rasmussen, the property owner.

Finding:

The Planning Division of the Development Services Department of the City of Oxnard has reviewed the above proposed project and found it to be exempt from the provisions of the California Environmental Quality Act (CEQA).

- ☐ Ministerial Project
- ☒ Categorical Exemption
- ☐ Statutory Exemption
- ☐ Emergency Project
- ☐ Quick Disapproval [CEQA Guidelines, 14 Cal. Code of Regs. 15270]
- ☐ No Possibility of Significant Effect [CEQA Guidelines, 14 Cal. Code of Regs. 15061(b)(3)]

Supporting Reasons: In accordance with the California Environmental Quality Act Guidelines and Section 15322 Infill Development, of the State CEQA Guidelines. This section pertains to infill development in an urban area with all services for sites under five acres. The project is a 1.09 acre vacant lot surrounded by urban development.

(Date)

Kathleen Mallory, AICP
Planning and Environmental Services
Manager

ATTACHMENT “C”

Project Plans

WEST POINTE HOMES

MAGNOLIA LANE

700 Doris Avenue
Oxnard, California

PROJECT DATA

OWNER:
West Pointe Homes
26500 W. Agoura Rd. #652
Calabasas, CA
(805)370-0075

PROJECT DESCRIPTION

New Construction of 7 Two-Story
4 Bedroom Single Family Homes
with Two Car Garages and optional ADU.
All dwelling units must include fire sprinklers.
Sprinkler systems shall be approved by Fire
Department prior to installation.

Plan 1A w/ADU - 3,243 s.f. (including Garage)
Plan 1B - 2,779 s.f. (including Garage)
Plan 2A w/ADU - 3,243 s.f. (including Garage)
ADU - 692 s.f.
Garage - 473 s.f.

ZONING SUMMARY

ZONE
R-1 Single Family Zone

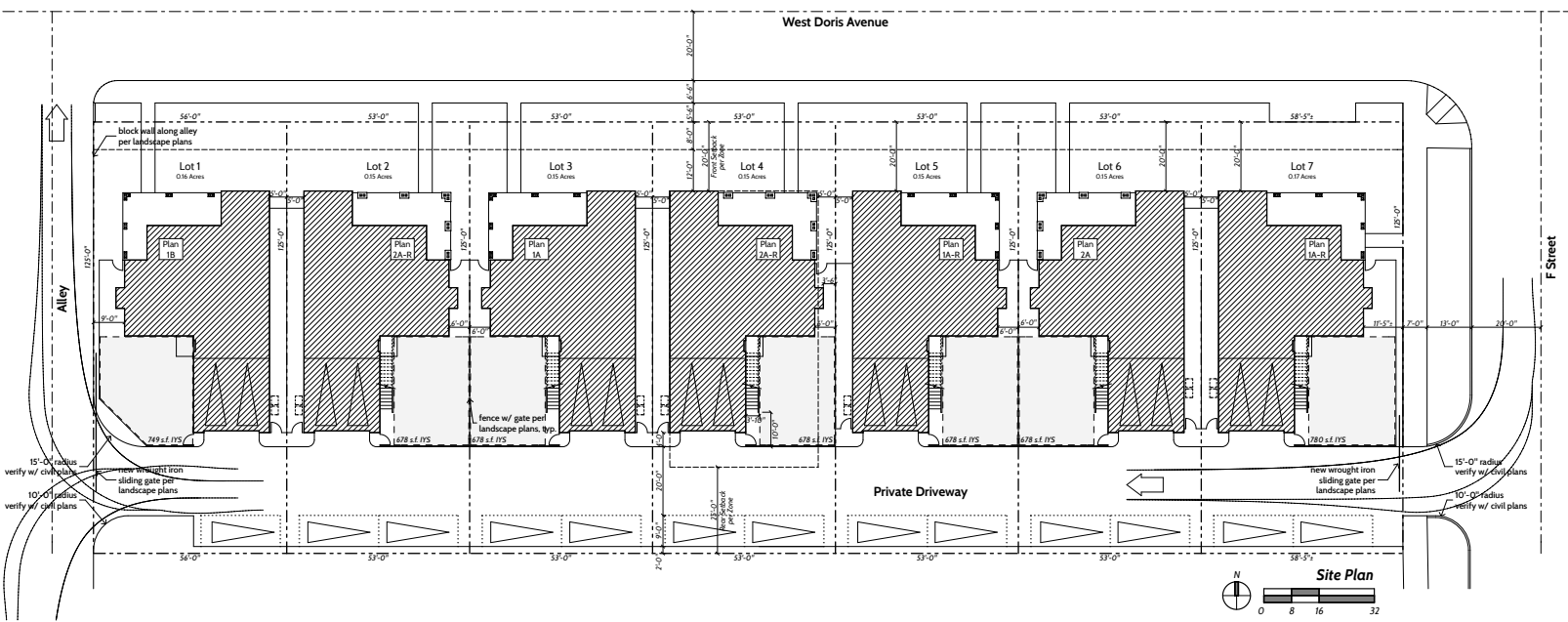
SETBACKS
Front: 20' Minimum
Side: 10% Lot Width Minimum
(5' x 10% = 5'-0" Minimum)
Rear: 25% Lot Depth Minimum
(25' Maximum)

HEIGHT
25' Maximum

PARKING
Two garage spaces for up
to five bedrooms



Vicinity Map
Scale: NTS



West Pointe Homes
MAGNOLIA LANE
700 Doris Avenue
City of Oxnard, California

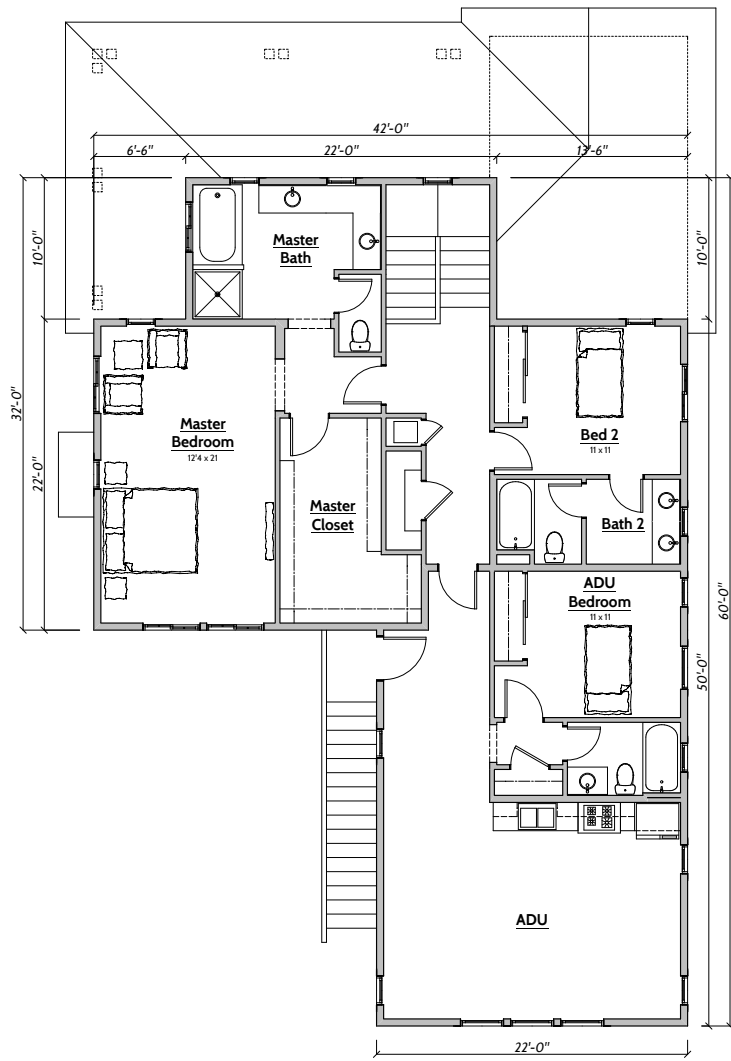
PROJECT NAME
This drawing is not for
construction without
architect's stamp and
original signature

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ARCHITECTURE, INC.

DATE/DATE
02/14/17 Initial Submittal

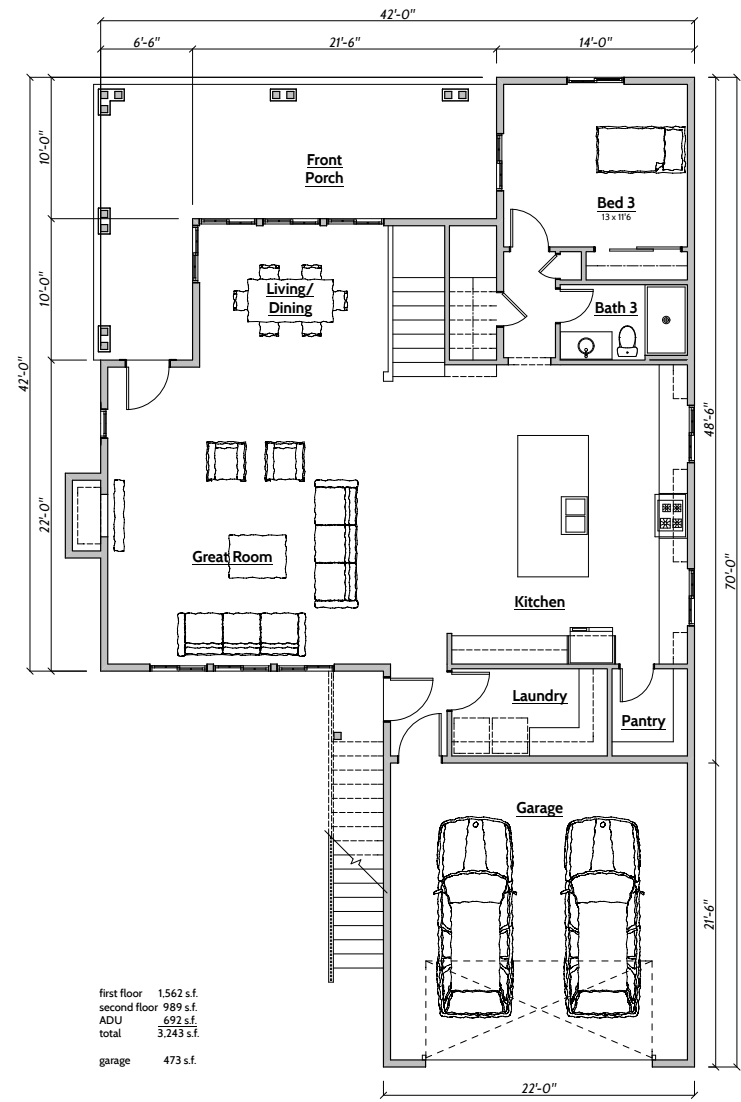
SHEET DATE 2/29/19
JOB No. #191
DRAWN BY

A.1
SHEET No.
SHEET TITLE
Site Plan



Second Floor Plan 1A
Scale: 1/4" = 1'-0"

first floor 1,562 s.f.
second floor 989 s.f.
ADU 692 s.f.
total 3,243 s.f.
garage 473 s.f.



First Floor Plan 1A
Scale: 1/4" = 1'-0"

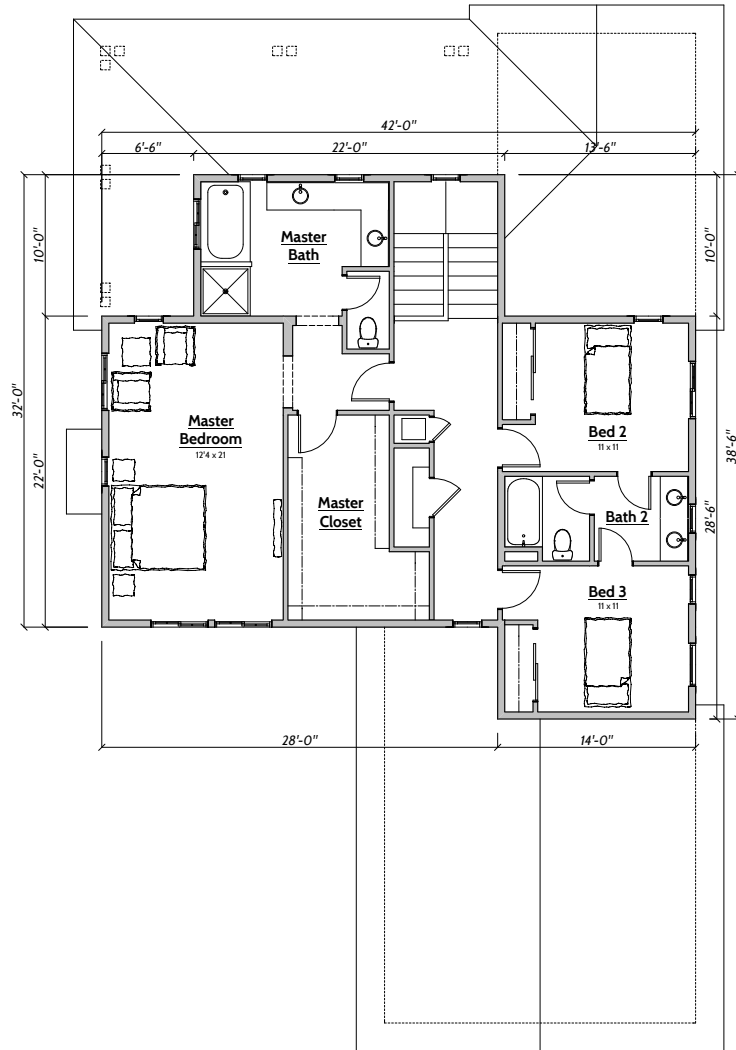
PROJECT NAME
This drawing is not for construction without architect's stamp and original signature

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DATE/DATE	ISSUED FOR
02/14/17	Initial Submittal

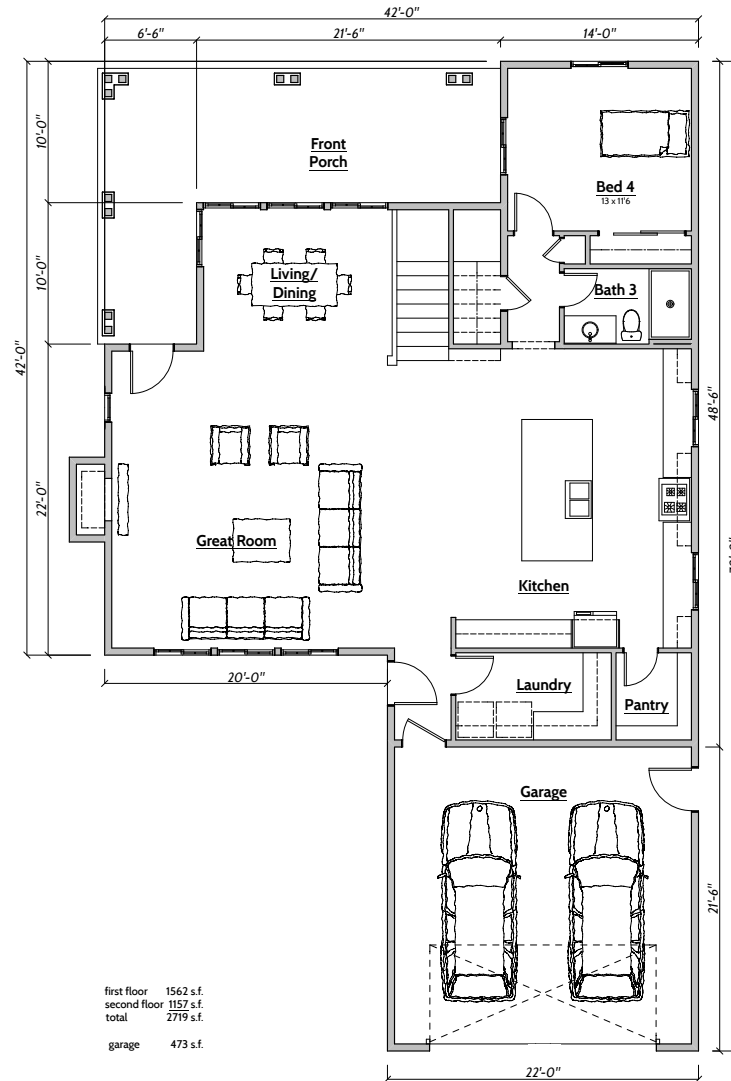
SHEET DATE	2/29/19
JOB No.	WPH
DRAWN	RY

A.2
SHEET No.
SHEET TITLE
Floor Plans 1A

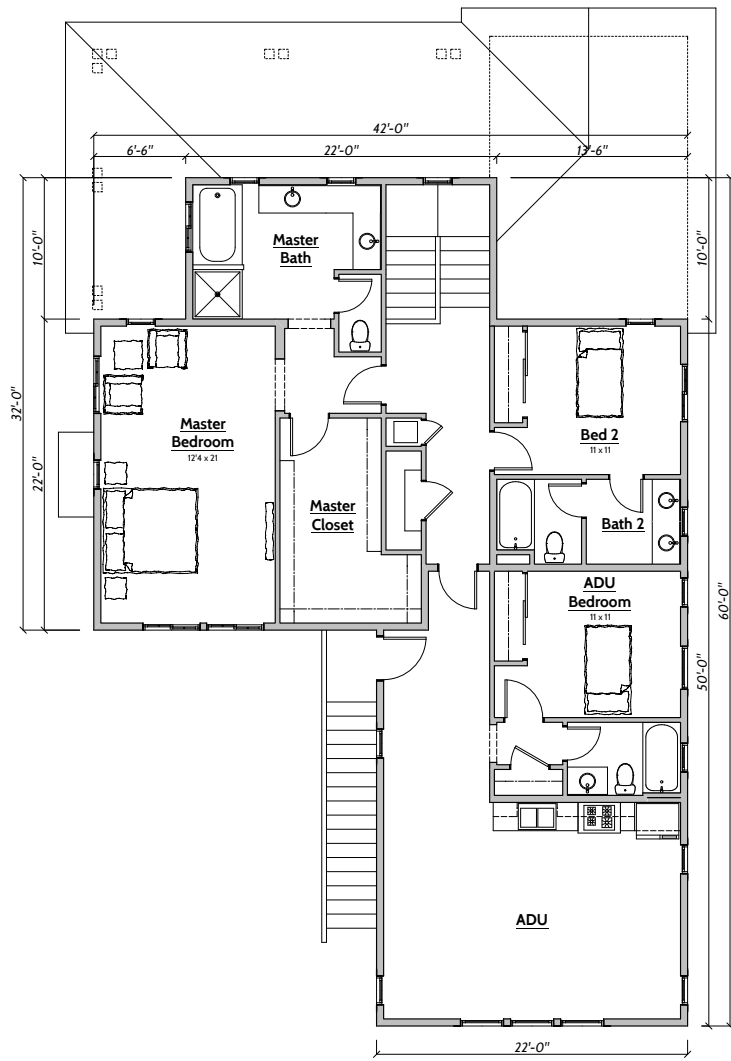


Second Floor Plan 1B
Scale: 1/4" = 1'-0"

first floor 1562 s.f.
second floor 1157 s.f.
total 2719 s.f.
garage 473 s.f.

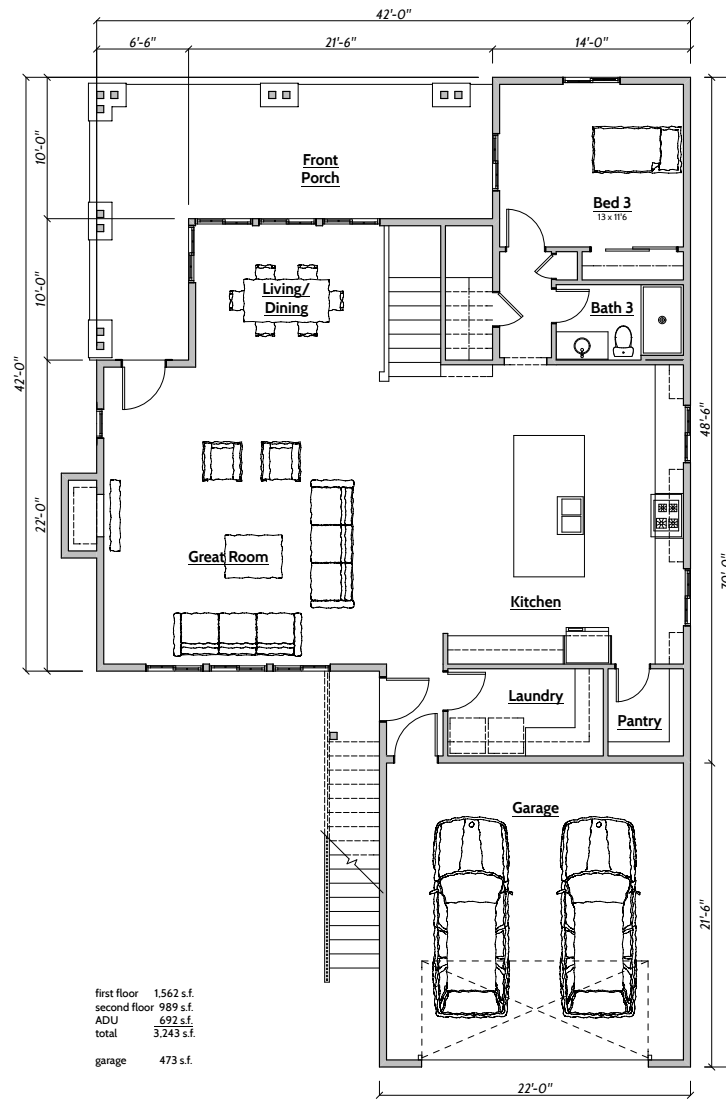


First Floor Plan 1B
Scale: 1/4" = 1'-0"



Second Floor Plan 2A
Scale: 1/4" = 1'-0"

first floor 1,562 s.f.
second floor 989 s.f.
ADU 692 s.f.
total 3,243 s.f.
garage 473 s.f.



First Floor Plan 2A
Scale: 1/4" = 1'-0"

PROJECT NAME
This drawing is not for
construction without
architect's stamp and
original signature

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DATE/DATE	ISSUED FOR
02/14/17	Initial Submittal

SHEET DATE	2/29/19
JOB No.	WPH
DRAWN	RY

A.4

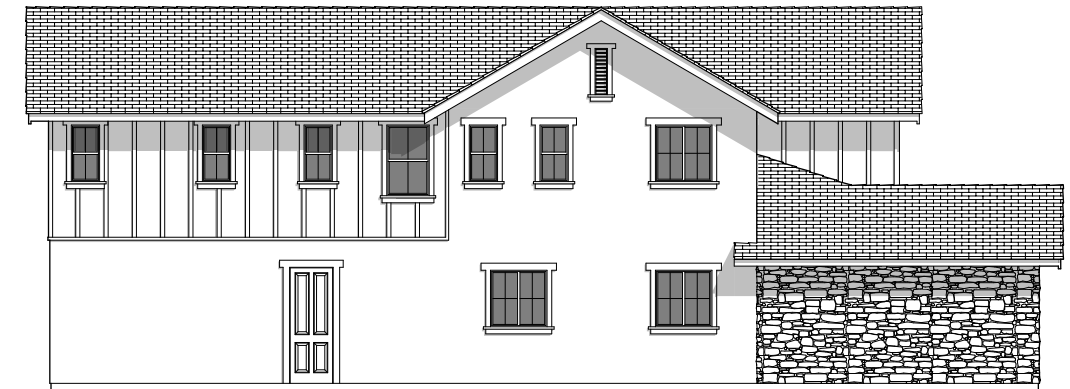
SHEET No.
SHEET TITLE
Floor Plans 2A



Right Elevation 1A
Scale: 1/4" = 1'-0"



Rear Elevation 1A
Scale: 1/4" = 1'-0"



Left Elevation 1A
Scale: 1/4" = 1'-0"



Front Elevation 1A
Scale: 1/4" = 1'-0"



Right Elevation 1B
Scale: 1/4" = 1'-0"
Reverse



Rear Elevation 1B
Scale: 1/4" = 1'-0"
Reverse



Left Elevation 1B
Scale: 1/4" = 1'-0"
Reverse



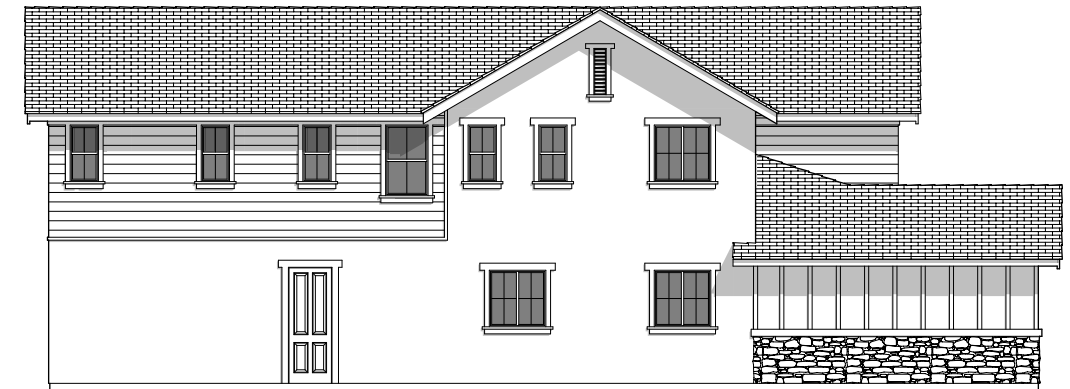
Front Elevation 1B
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Reverse



Right Elevation 2A
Scale: 1/4" = 1'-0"



Rear Elevation 2A
Scale: 1/4" = 1'-0"

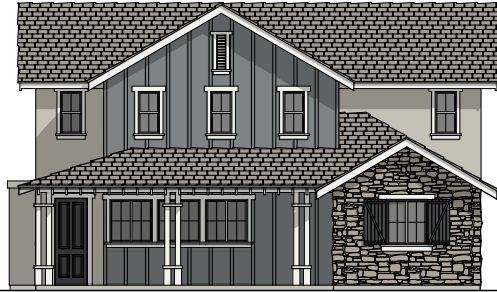


Left Elevation 2A
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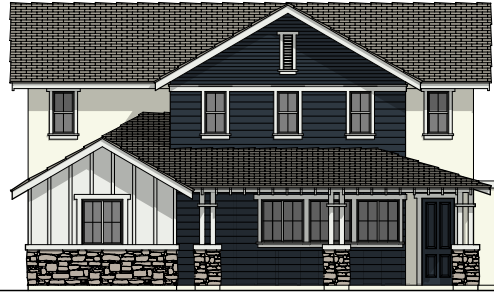


Front Elevation 2A
Scale: 1/4" = 1'-0"

F Street



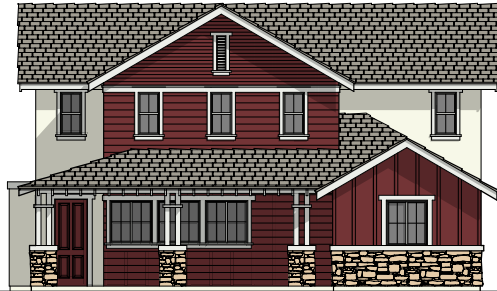
Plan 1A-R
Material Scheme 1



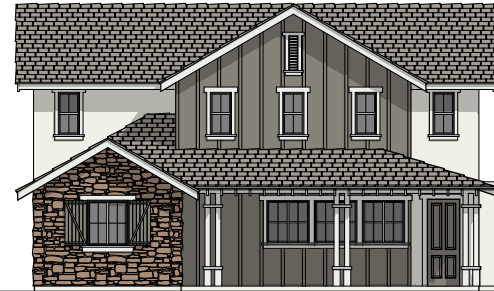
Plan 2A
Material Scheme 2



Plan 1A-R
Material Scheme 3



Plan 2A-R
Material Scheme 4



Plan 1A
Material Scheme 5



Plan 2A-R
Material Scheme 6

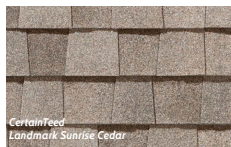


Plan 1B
Material Scheme 7

Alley



Barn Light Electric
Gooseneck Wall Light

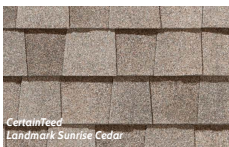


CertainTeed
Landmark Sunrise Cedar

Roofing



Barn Light Electric
Gooseneck Wall Light

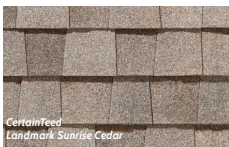


CertainTeed
Landmark Sunrise Cedar

Roofing



Barn Light Electric
Gooseneck Wall Light

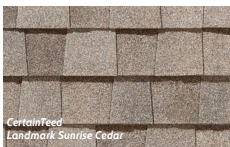


CertainTeed
Landmark Sunrise Cedar

Roofing



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Gooseneck Wall Light

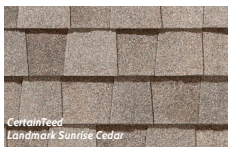


CertainTeed
Landmark Sunrise Cedar

Roofing



Barn Light Electric
Gooseneck Wall Light

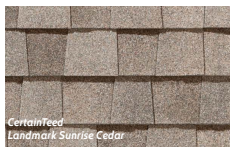


CertainTeed
Landmark Sunrise Cedar

Roofing



Barn Light Electric
Gooseneck Wall Light

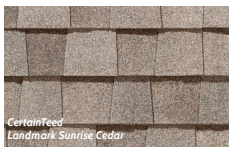


CertainTeed
Landmark Sunrise Cedar

Roofing

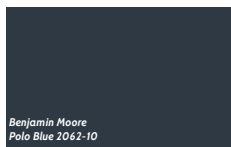


Barn Light Electric
Gooseneck Wall Light



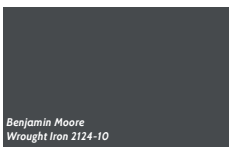
CertainTeed
Landmark Sunrise Cedar

Roofing



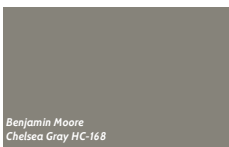
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Polo Blue 2062-10

Shutters/Doors



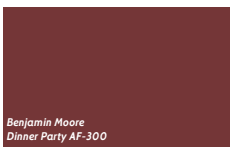
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Wrought Iron 2124-10

Board & Batten/Doors



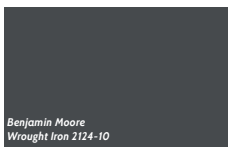
Benjamin Moore
Chelsea Gray HC-168

Shutters/Doors



Benjamin Moore
Dinner Party AF-300

Board & Batten/Doors



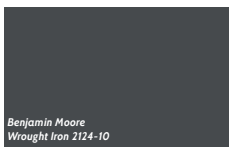
Benjamin Moore
Wrought Iron 2124-10

Shutters/Doors



Benjamin Moore
White Diamond OC-61

Board & Batten/Doors



Benjamin Moore
Wrought Iron 2124-10

Shutters/Doors



Benjamin Moore
White Diamond OC-61

Trim



Benjamin Moore
White Diamond OC-61

Trim



Benjamin Moore
White Diamond OC-61

Trim



Benjamin Moore
White Diamond OC-61

Trim



Benjamin Moore
White Diamond OC-61

Trim



Benjamin Moore
White Diamond OC-61

Trim



Benjamin Moore
Distant Gray OC-68

Trim



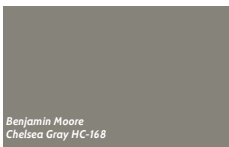
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White Diamond OC-61

Board & Batten



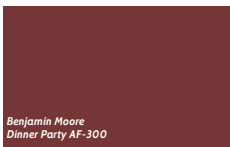
Benjamin Moore
White Diamond OC-61

Siding



Benjamin Moore
Chelsea Gray HC-168

Board & Batten



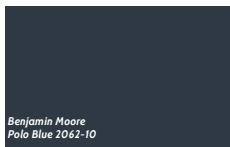
Benjamin Moore
Dinner Party AF-300

Siding



Benjamin Moore
Coventry Gray HC-169

Board & Batten



Benjamin Moore
Polo Blue 2062-10

Siding



Benjamin Moore
Whale Gray 2134-40

Board & Batten



Merlex
P-100 Glacier White

Stucco



Merlex
P-100 Glacier White

Stucco



Merlex
P-40 Alabaster

Stucco



Merlex
P-100 Glacier White

Stucco



Merlex
P-505 Agate

Stucco



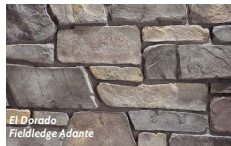
Merlex
P-100 Glacier White

Stucco



Merlex
P-1661 Titanium

Stucco



El Dorado
Fieldledge Adante

Stone

Material Scheme 7



El Dorado
Moonlight Rough Cut

Stone

Material Scheme 6



El Dorado
Autumn Leaf Rough Cut

Stone

Material Scheme 5



El Dorado
Moonlight Rough Cut

Stone

Material Scheme 4



El Dorado
Moonlight Rough Cut

Stone

Material Scheme 3



El Dorado
Moonlight Rough Cut

Stone

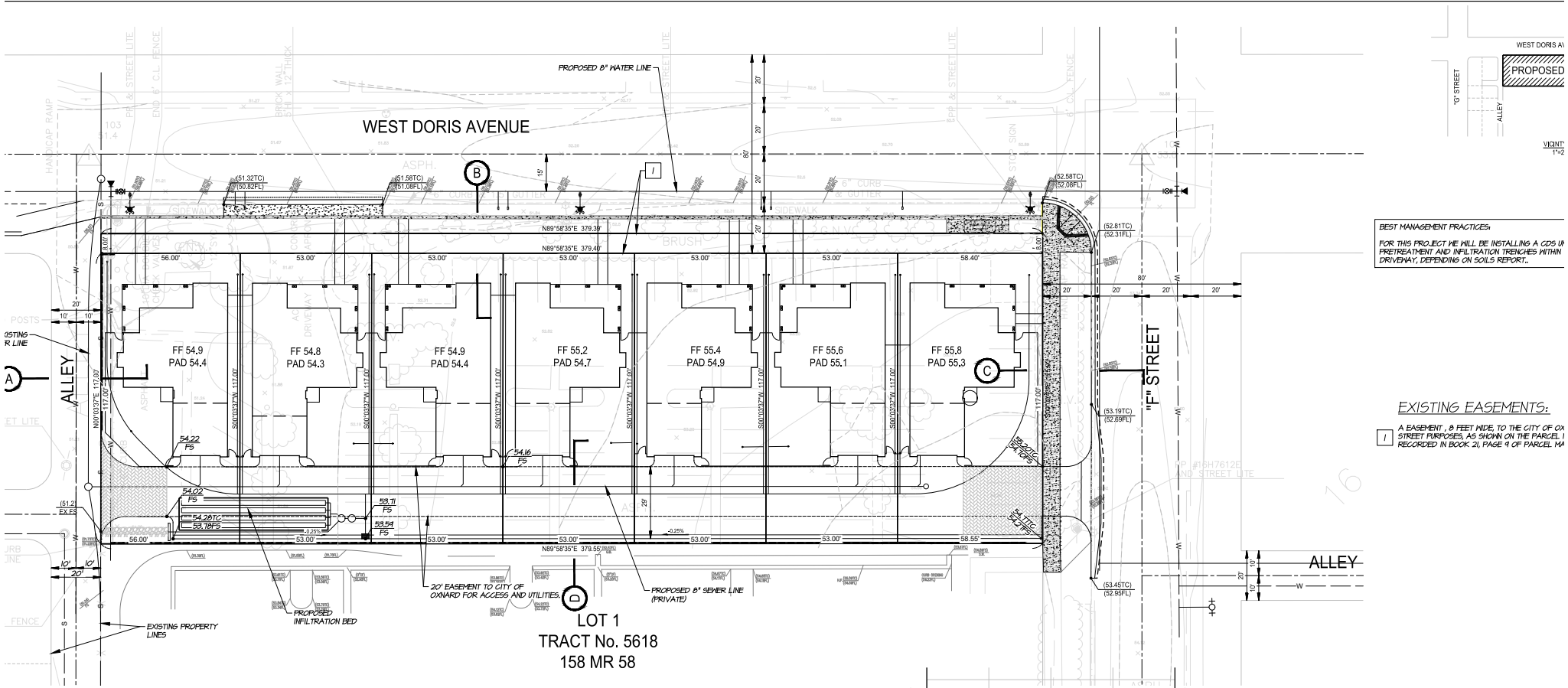
Material Scheme 2



El Dorado
Moonlight Rough Cut

Stone

Material Scheme 1



applicant West Pointe Homes Applicant
James Stephen Rasmussen and Jeanne Terese Rasmussen, as Co-Trustees of the Rasmussen Living Trust dated April 29, 2015 Owner
26500 W. Agoura Road #652
Calabasas, Ca 91302

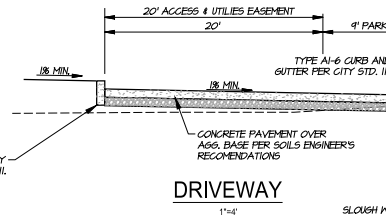
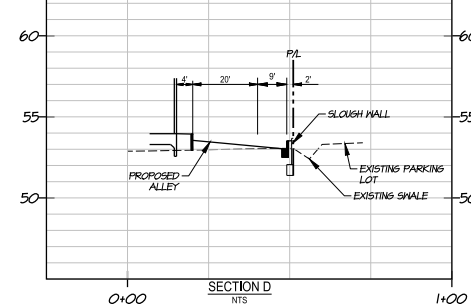
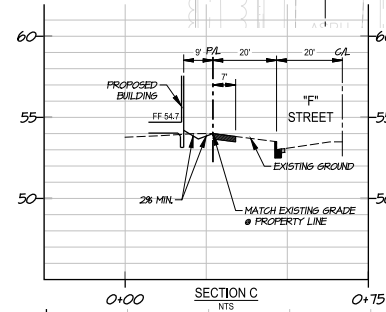
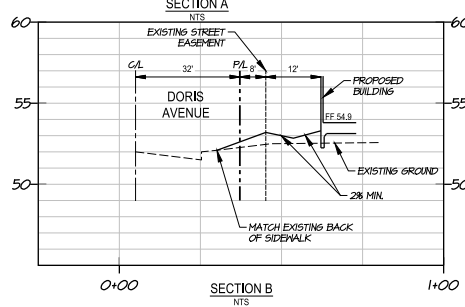
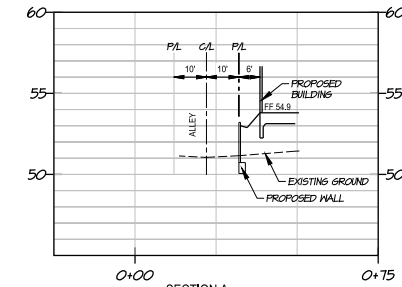
Blake Rasmussen
(818) 300-4208
rasmussen.blake@gmail.com
DTR Engineering
PO Box 51428
Oxnard, CA. 93031
David J. Rose
(805) 919-9443
dave@dtrengineering.com

Parcel 2 of Parcel Map No. 015-66, in the City of Oxnard, County of Ventura, State of California, as per map filed in Book 63, Pages 94 to 96 of Parcel Maps, in the Office of the County Recorder of said County.

erty A Parking lot
perty Single Family Dwelling units
ation RL Residential Low
oning R-1

sa for this project is fully developed. All streets and utilities are constructed so we will be just
erals and driveway cuts. Our actual construct will include the grading of the site, the
underground infiltration area, and the construction of 7 single family homes.

	SQUARE FOOTAGE	ACRES
EXISTING AREA	47,433.47	1.09
PROPOSED LOT		
1	6,552.00	0.15
2	6,200.99	0.14
3	6,201.01	0.14
4	6,201.01	0.14
5	6,201.01	0.14
6	6,201.02	0.14
7	6,841.27	0.16
ROW DEDICATION	3,035.16	0.07
	47,433.47	1.09



BEST MANAGEMENT PRACTICES:
FOR THIS PROJECT WE WILL BE INSTALLING A CDS IN
PRETREATMENT AND INFILTRATION TRENCHES WITHIN
DRIVEWAY, DEPENDING ON SOILS REPORT.

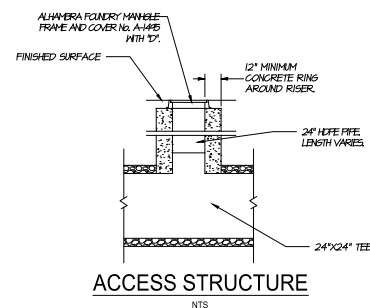
EXISTING EASEMENTS:
1 A EASEMENT .8 FEET WIDE TO THE CITY OF OX
STREET PURPOSES, AS SHOWN ON THE PARCEL 1
RECORDED IN BOOK 21, PAGE 9 OF PARCEL MA

TENTATIVE TRACT MAP No

PARCEL 2 OF PARCEL MAP No. 015-66, IN THE CITY OF OXNARD,
COUNTY OF VENTURA
STATE OF CALIFORNIA
PER BOOK 63, PAGES 94 TO 96

JANUARY 2019
NOVEMBER 2018
FEBRUARY 2018

DTR ENGINE
Civil Engineering
21405 JACARANDA DRIVE, PO BOX 51
(805) 278-8538 - www.dtrengine.com
David J. Rose
RCE 32127
EXP. 12/31/2011



DTR ENGINEER
Civil Engineer
2445 JACARANDA DRIVE, PO BOX 51
(805) 278-8508 - www.dtrengineer.com

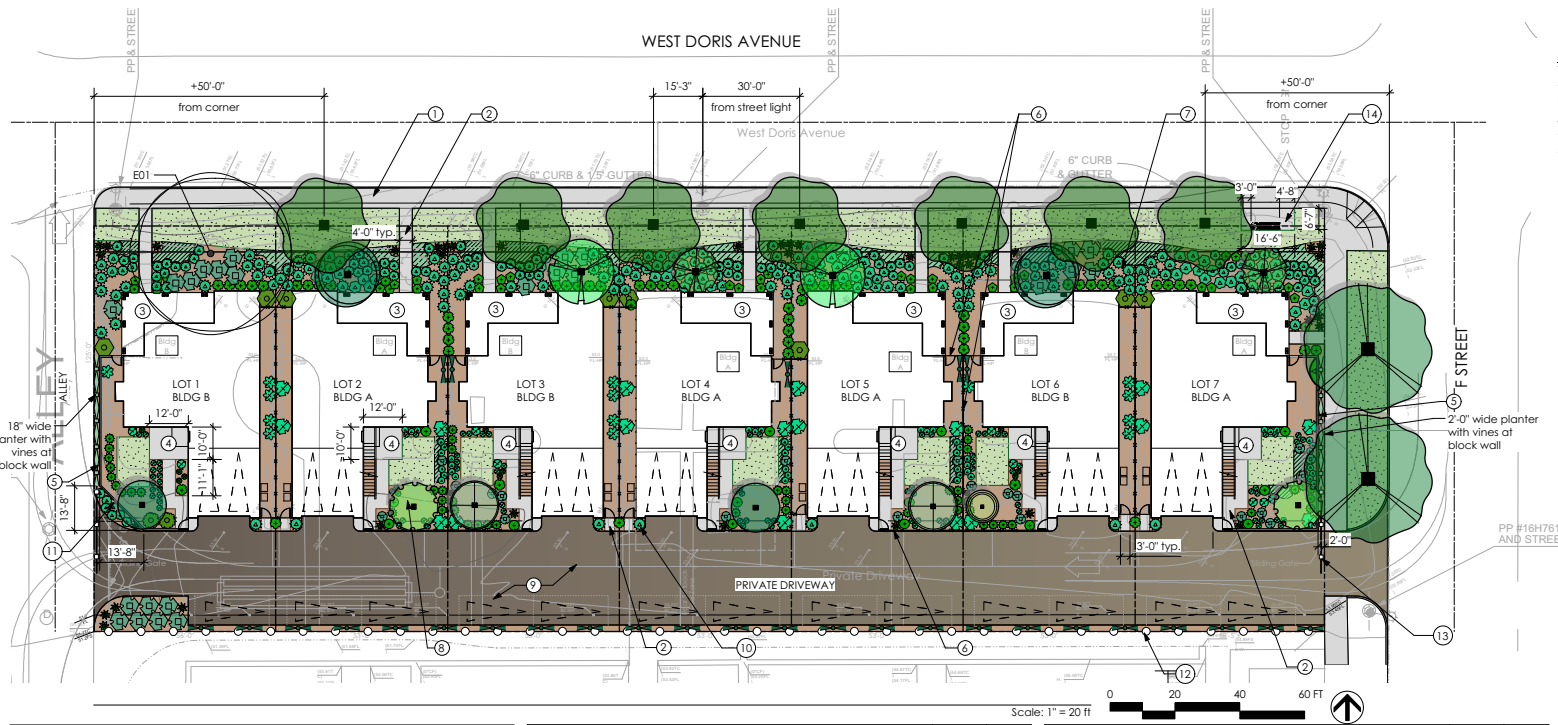
David J. Rose

DAVID J. ROSE
RCE 32127
EXP. 12/31/2018

ENGINEERING SITE PLAN
TENTATIVE TRACT MAP NO. 1

PARCEL 2 OF PARCEL MAP No. 01-5-66, IN THE CITY OF OXNARD,
COUNTY OF VENTURA
STATE OF CALIFORNIA
PER BOOK 63, PAGES 94 TO 96

JANUARY 2019
NOVEMBER 2018
APRIL 2018



DESIGN CONCEPT

The residences will have a landscape which will comply with the City of Oxnard Landscape Standards. The front, rear and side yards shall feature low water use, low maintenance, native and regionally adapted plants suitable to residential use including flowering perennials, grasses, succulents, and fruit trees. The front yards and alley facing landscape will be HOA maintained, while the developer landscaped rear yards will be maintained by the homeowners. All above ground utilities will be screened by a minimum of 5 gallon size shrubs or vines per City of Oxnard Landscape Standards.

LEGEND

- Concrete sidewalk, see Civil plans
- Natural gray concrete walkway
- Front porch, see Architect's plans
- Natural gray concrete patio
- 6" ht. block wall with vines
- 6' ht. wood "Good Neighbor" fence with gate
- Front yard landscape, HOA maintained
- Rear yard landscape, homeowner maintained
- Private driveway, asphalt paving, see Civil plans
- Alley landscape, HOA maintained

- Site distance clearance, p
- Existing wrought iron fence
- New 5'-0" ht. wrought iron end of private driveway to wrought iron fence design line (see photo below)
- Existing bus stop (bench & concrete pad) to remain, lighting and bike rack per Transportation Dept. & Go

PLANT SCHEDULE - STREET TREES & HOA MAINTAINED TREES

SYMBOL	QTY	LATIN NAME	COMMON NAME	WUCOLS
	2	<i>Arbutus x 'Marina'</i>	Marina Strawberry Tree	
	2	<i>Geijera parviflora</i>	Australian Willow	
	7	<i>Magnolia grandiflora</i> 'D.D. Blanchard'	D.D. Blanchard Southern Magnolia	
	2	<i>Platanus x acerifolia</i> 'Bloodgood'	Bloodgood London Plane Tree	
	2	<i>Tristanopsis laurina</i>	Water Gum	

PLANT SCHEDULE - SHRUBS & VINES - HOA MAINTAINED

SYMBOL	QTY	LATIN NAME	COMMON NAME	WUCOLS
	34	<i>Agave 'Blue Flame'</i>	Blue Flame Agave	
	107	<i>Bulbine frutescens</i>	Snake Flower	
	24	<i>Cistus x pulverulentus</i> 'Sunset'	Magenta Rock Rose	
	24	<i>Distictis 'Rivers'</i>	Royal Trumpet Vine	
	10	<i>Ficus pumila</i>	Creeping Fig	
	107	<i>Muhlenbergia rigens</i>	Deer Grass	
	52	<i>Myrsine africana</i>	African Boxwood	
	8	<i>Olea europaea</i> 'Montroia' P.P. # 6266	Little Olive (R) Dwarf Olive	
	60	<i>Pelargonium tomentosum</i>	Peppermint-Scented Geranium	
	38	<i>Salvia greggii</i> 'Alba'	White Texas Sage	

PLANT SCHEDULE - GROUNDCOVER - HOA MAINTAINED

SYMBOL	QTY	LATIN NAME	COMMON NAME	WUCOLS
	397 sf	<i>Erigeron karwinskianus</i>	Santa Barbara Daisy	
	330 sf	<i>Senecio serpens</i>	Blue Chalksticks	
	5063 sf	<i>Agrostis pallens</i>	Native Bentgrass	

SYMBOL	QTY	LATIN NAME	COMMON NAME	WUCOLS	SIZE
	2	<i>Citrus aurantifolia</i> 'Bearss Seedless'	Bearss Seedless Lime	M	15 gal
	2	<i>Citrus limon</i> 'Meyer Improved'	Improved Meyer Lemon	M	15 gal
	1	<i>Citrus paradisi</i> 'Dwarf Redblush'	Dwarf Redblush Grapefruit	M	15 gal
	2	<i>Citrus sinensis</i> 'Campbell'	Campbell Valencia Orange	M	15 gal

SYMBOL	QTY	LATIN NAME	COMMON NAME	WUCOLS	SIZE
	6	<i>Agave 'Blue Flame'</i>	Blue Flame Agave	L	5 gal
	14	<i>Aloe striata</i>	Coral Aloe	L	5 gal
	45	<i>Anigozanthos 'Bush Ranger'</i>	Bush Ranger Kangaroo Paws	L	5 gal
	2	<i>Callistemon viminalis</i> 'Little John'	Dwarf Bottlebrush	L	5 gal
	20	<i>Cistanthe grandiflora</i>	Calandrinia	L	5 gal
	18	<i>Cistus x purpureus</i>	Purple Rock Rose	L	5 gal
	85	<i>Dianella revoluta</i> 'DR5000' P.P. # 17719	Little Rev™ Flax Lily	L	5 gal
	5	<i>Distictis 'Rivers'</i>	Royal Trumpet Vine	M	15 gal
	12	<i>Gaura lindheimeri</i>	White Gaura, Lindheimer's beebliss	L	5 gal
	1	<i>Jasminum tortuosum</i>	Twisted Jasmine	M	15 gal
	9	<i>Lavandula x intermedia</i> 'Provence'	Provence French Lavender	L	5 gal
	48	<i>Muhlenbergia dubia</i>	Pine Muhly	L	5 gal
	3	<i>Myrsine africana</i>	African Boxwood	L	5 gal
	14	<i>Rosa x 'Iceberg'</i> 'Floribunda Rose'	Iceberg Rose	M	5 gal

SYMBOL	QTY	LATIN NAME	COMMON NAME	WUCOLS	SIZE
	110 sf	<i>Senecio serpens</i>	Blue Chalksticks	L	from flats
	1182 sf	<i>Agrostis pallens</i>	Native Bentgrass	M	Sod

EXISTING TREE

ID	LATIN NAME	COMMON NAME	SPREAD	HT.	DBH	ACTION
E01	<i>Platanus racemosa</i>	California Sycamore	50'	35'	20"	Retain - Arborist work required

NOTE:

- Existing tree findings based upon arborist report recommendations dated 7-11-2018 by John Oblinger, ISA Certified Arborist.
- Per arborist report: "Proper pruning must be done to provide clearance from the house and over the yard by pruning. Protective fencing shall be placed at the dieline to protect the roots and trunk from damage. A certified arborist shall monitor the fencing, pruning and work near the tree. No protected trees are being removed for this project."



Proposed 5'-0" ht. wrought iron sliding gate to match design of existing fence at southern property line.

Client:

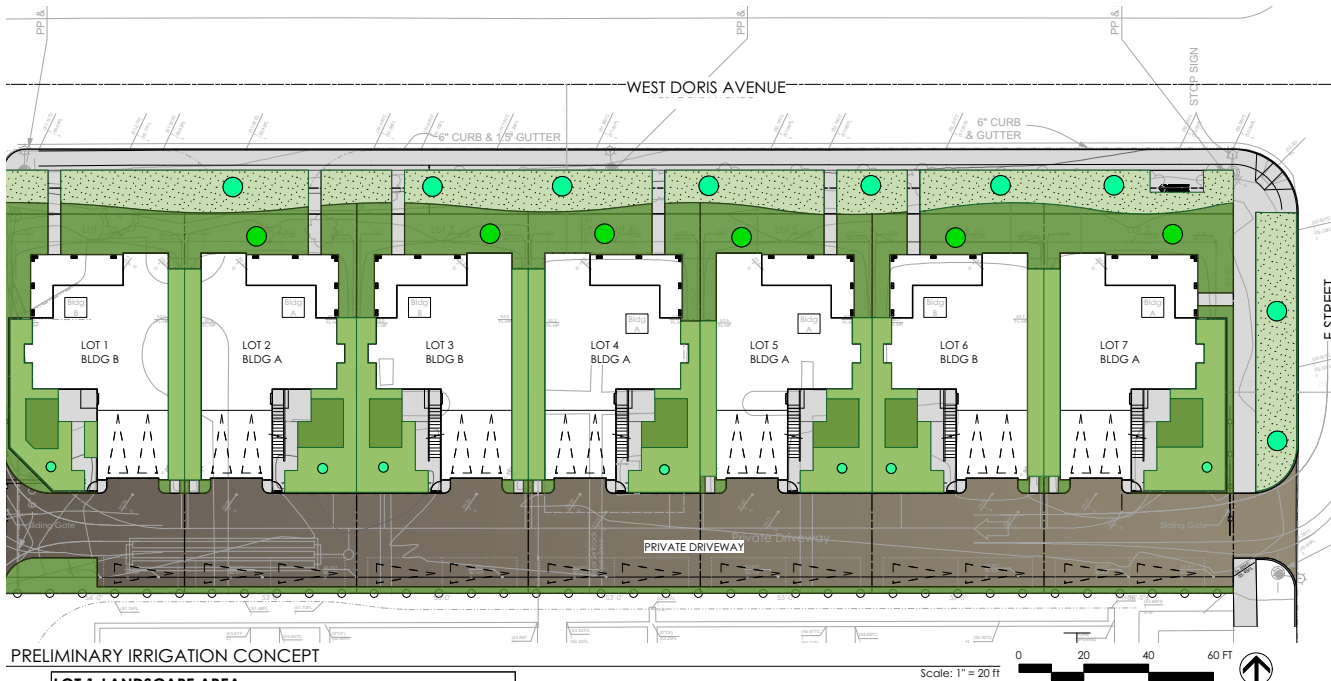
WEST POINTE HOMES
26500 West Agoura Rd, Ste. 652
Calabasa, CA 91302

Project:

MAGNOLIA LANE
SEVEN NEW RESIDENCES (OXNARD 7)
DORIS AVENUE AT 'F' STREET, OXNARD, CA

Plan Title:

Preliminary Landscape Plan



PRELIMINARY IRRIGATION CONCEPT

LOT 1-LANDSCAPE AREA	
DESCRIPTION	AREA
HOA MAINTAINED FRONT YARD & DRIVEWAY FACING LANDSCAPE	1,692 SF
PRIVATE- REAR YARD LANDSCAPE	988 SF
TOTAL LANDSCAPE SF	2,681 SF
LOT 2-LANDSCAPE AREA	
DESCRIPTION	AREA
HOA MAINTAINED FRONT YARD & DRIVEWAY FACING LANDSCAPE	1,419 SF
PRIVATE- REAR YARD LANDSCAPE	1,004 SF
TOTAL LANDSCAPE SF	2,423 SF
LOT 3-LANDSCAPE AREA	
DESCRIPTION	AREA
HOA MAINTAINED FRONT YARD & DRIVEWAY FACING LANDSCAPE	1,414 SF
PRIVATE- REAR YARD LANDSCAPE	1,004 SF
TOTAL LANDSCAPE SF	2,418 SF
LOT 4-LANDSCAPE AREA	
DESCRIPTION	AREA
HOA MAINTAINED FRONT YARD & DRIVEWAY FACING LANDSCAPE	1,423 SF
PRIVATE- REAR YARD LANDSCAPE	1,005 SF
TOTAL LANDSCAPE SF	2,428 SF
LOT 5-LANDSCAPE AREA	
DESCRIPTION	AREA
HOA MAINTAINED FRONT YARD & DRIVEWAY FACING LANDSCAPE	1,501 SF
PRIVATE- REAR YARD LANDSCAPE	919 SF
TOTAL LANDSCAPE SF	2,420 SF
LOT 6-LANDSCAPE AREA	
DESCRIPTION	AREA
HOA MAINTAINED FRONT YARD & DRIVEWAY FACING LANDSCAPE	1,416 SF
PRIVATE- REAR YARD LANDSCAPE	999 SF
TOTAL LANDSCAPE SF	2,415 SF
LOT 7-LANDSCAPE AREA	
DESCRIPTION	AREA
HOA MAINTAINED FRONT YARD & DRIVEWAY FACING LANDSCAPE	2,762 SF
PRIVATE- REAR YARD LANDSCAPE	1,139 SF
TOTAL LANDSCAPE SF	3,901 SF
COMMON AREA LANDSCAPE AREA	
DESCRIPTION	AREA
PRIVATE DRIVEWAY SOUTHERN PLANTER	1,126 SF
TOTAL LANDSCAPE SF	1,126 SF

ATTACHMENT A- PRIVATE REAR YARDS WATER EFFICIENT LANDSCAPE WORKSHEET

PROJECT NAME: Oxnard 7 Housing
PROJECT TYPE: Residential
PROJECT LOCATION: Oxnard, CA
REFERENCE ETO: 42.5
TOTAL IRRIGATED LANDSCAPE AREA: 7,383 sf

Maximum Applied Water Allowance (MAWA)

$$MAWA = (ET_o) (0.62) [(ETAF \times LA) + ((1 - ETAF) \times SLA)]$$

Applicant to fill in boxes below:

7,383	Irrigated Landscape Area including Special Landscape Area/SLA (square feet)						
0	Portion of Landscape Area identified as Special Landscape Area (square feet)						
ET _o		ETAF		AREA (sf)	Conversion	MAWA	
MAWA for Total LA	42.5	x	0.55	x	7,383	x 0.62	106,992
MAWA for SLA*	42.5	x	0.45	x	0	x 0.62	0
Total MAWA							106,992 (gallons per year)

Estimated Total Water Use (ETWU)

$$ETWU = (ET_o) (0.62) [(PF \times HA) / IE + SLA]$$

ETWU = Estimated Total Water Use
ET_o = Reference Evapotranspiration (inches per year)
0.62 = Conversion factor (to gallons per square foot)
PF = Plant Factor from WUCOLS (see Table A)
HA = Hydrozone Area (square feet)
IE = Irrigation Efficiency (see Table B)
SLA = Portion of Landscape Area identified as Special Landscape Area - see Definitions (square feet)

ETWU arrived from Hydrozone Table below = **65,740 gallons per year** ETWU meets MAWA requirement.

HYDROZONE TABLE

hydrozone	plant water use	plant factor (PF)	irrigation method	irrigation efficiency (IE)	ETAF (PF/IE)	hydrozone area (HA) (sf)	ETAF X Area	% of landscape area	Hydrozone ETWU
REGULAR LANDSCAPE AREAS									
6 - Turf-Rear yard	mod	0.6	spray	0.75	0.80	1,182	946	16%	24,915
7 - Shrubs-Rear Yard	low	0.2	drip	0.81	0.25	6,151	1,519	83%	40,021
8 - Trees-rear yard	mod	0.5	drip	0.81	0.62	49	31	1%	805
Regular Landscape Area Subtotal						7,383	2,495	100%	65,740
SPECIAL LANDSCAPE AREAS (SLA)									
Special Landscape Area Subtotal						0	0	0%	0
Total						7,383	2,495	100%	65,740

IRRIGATION CONCEPT

The irrigation system will comply with all applicable State and City of Oxnard Water Efficient Landscape Ordinance (City Council Ordinance No. 2822) and Landscape Water Conservation Standards. The front yards, parkways and alley facing landscape will be HOA maintained with its own meter, weather-based, smart controller, flow sensor and master valve. The homeowner maintained rear yards will be watered from the individual domestic water meter using anti-siphon valves and weather-based, smart controllers mounted in garages. A combination of drip irrigation and bubblers (for shrubs and groundcover) and root watering systems (for trees) will be used to reduce water use and eliminate overspray. Trees will be separated from shrubs on their own valves. Spray irrigation will be limited to turf and comply with regulations. Turf in the parkways narrower than 10 feet will use subsurface irrigation.

ATTACHMENT A- HOA MAINTAINED FRONT YARDS & ALLEY LANDSCAPE WATER EFFICIENT LANDSCAPE WORKSHEET

PROJECT NAME: Oxnard 7 Housing
PROJECT TYPE: Residential
PROJECT LOCATION: Oxnard, CA
REFERENCE ETO: 42.5
TOTAL IRRIGATED LANDSCAPE AREA: 12,622 sf

MONTHLY ETO

ET _o	Oxnard, CA
jan.	2.2
feb.	2.5
mar.	3.2
april	3.7
may	4.4
june	4.6
july	5.4
aug.	4.8
sept.	4.0
oct.	3.3
nov.	2.4
dec.	2.0
annual	42.5

Maximum Applied Water Allowance (MAWA)

$$MAWA = (ET_o) (0.62) [(ETAF \times LA) + ((1 - ETAF) \times SLA)]$$

MAWA = Maximum Applied Water Allowance
ET_o = Reference Evapotranspiration (inches per year)
0.62 = Conversion factor (to gallons per square foot)
ETAF = Evapotranspiration Adjustment Factor = 0.55 for Residential Areas
LA = Landscaped Area including SLA (sq ft)
SLA = Portion of Landscape Area identified as Special Landscape Area - see Definitions (square feet)

Applicant to fill in boxes below:

12,622	Irrigated Landscape Area including Special Landscape Area/SLA (square feet)				
0	Portion of Landscape Area identified as Special Landscape Area (square feet)				
	ET _o	ETAF	AREA (sf)	Conversion	MAWA
MAWA for Total LA	42.5	x 0.55	x 12,622	x 0.62	182,924
MAWA for SLA*	42.5	x 0.45	x 0	x 0.62	0
Total MAWA					182,924 (gallons per year)

Estimated Total Water Use (ETWU)

$$ETWU = (ET_o) (0.62) [(PF \times HA) / IE + SLA]$$

ETWU = Estimated Total Water Use
ET_o = Reference Evapotranspiration (inches per year)
0.62 = Conversion factor (to gallons per square foot)
PF = Plant Factor from WUCOLS (see Table A)
HA = Hydrozone Area (square feet)
IE = Irrigation Efficiency (see Table B)
SLA = Portion of Landscape Area identified as Special Landscape Area - see Definitions (square feet)

ETAF Calculations

Regular Landscape Areas
Total ETAF x Area
Total Area
Average ETAF
All Landscape Areas
Total ETAF X Area
Total Area
Site-wide ETAF

Average ETAF meets requirement for this:

ETWU arrived from Hydrozone Table below = **155,788 gallons per year** ETWU meets MAWA requirement.

HYDROZONE TABLE

hydrozone	plant water use	plant factor (PF)	irrigation method	irrigation efficiency (IE)	ETAF (PF/IE)	hydrozone area (HA) (sf)	ETAF X Area	% of landscape area
REGULAR LANDSCAPE AREAS								
2 - Turf-HOA front yard	mod	0.6	spray	0.75	0.80	4,809	3,847	38%
3 - Shrubs-HOA	low	0.2	drip	0.81	0.25	7,389	1,825	59%
4 - Street Trees	mod	0.5	drip	0.81	0.62	254	157	2%
5 - Front yard trees	mod	0.4	drip	0.81	0.49	170	84	1%
Regular Landscape Area Subtotal						12,622	5,912	100%
SPECIAL LANDSCAPE AREAS (SLA)								
Special Landscape Area Subtotal						0	0	0%
Total						12,622	5,912	100%

Table A - PF (Plant Factor)

Cool Season Turf*	0.8
Warm Season Turf**	0.6
High Water Using Plants	0.6 can be between 0.7 - 0.9
Moderate Water Using Plants	0.5 can be between 0.4 - 0.6
Low Water Using Plants	0.2 can be between 0.1 - 0.3
Very Low water Using Plants	0.1 below 0.1

Table B - IE (Irrigation Efficiency)

Overhead Spray	
Drip	
*Drip-line	
*ECO-mat	

*note: adjustment can be made based on exact type of equipment.
**species include bermudagrass, zoysiagrass, st. augustinegrass

Client:

WEST POINTE HOMES
26500 West Agoura Rd, Ste. 652
Calabasa, CA 91302

Project:

MAGNOLIA LANE
SEVEN NEW RESIDENCES (OXNARD 7)
DORIS AVENUE AT 'F' STREET, OXNARD, CA

Plan Title:

Preliminary Irrigation Concept

ATTACHMENT “D”

SUP Resolution & Conditions

RESOLUTION NO. XXXX

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 18-500-10 (SPECIAL USE PERMIT FOR A PLANNED DEVELOPMENT PERMIT) TO CONSTRUCT SEVEN (7) TWO-STORY SINGLE-FAMILY RESIDENTIAL DWELLING UNITS WITH AN OPTIONAL ACCESSORY DWELLING UNIT ON A 1.09 ACRE PROPERTY, LOCATED ON THE 700 BLOCK OF DORIS AVENUE, APN: 200-0-291-325, SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY BLAKE RASMUSSEN, 26500 WEST AGOURA PARKWAY #652 ON BEHALF OF JAMES RASMUSSEN, PROPERTY OWNER

WHEREAS, on July 19, 2018, Blake Rasmussen (the “**Applicant**” and/or “**Permittee**”) submitted a request to construct seven (7) two-story single family homes along with parking and landscaping improvements on vacant property located on the 700 Block of Doris Avenue (APN: 200-0-291-325) ; and

WHEREAS, on March 21, 2019, the Planning Commission of the City of Oxnard (“**Planning Commission**”) conducted a duly noticed public hearing to consider Applicant’s request to approve Planning and Zoning Permit No. PZ 18-500-10 (Special Use Permit) to construct seven single family homes and necessary parking and landscaping improvements with an optional accessory dwelling unit (the “**Project**”) in accordance with Section 16-530 through 16-553 of Oxnard City Code; and

WHEREAS, the Planning and Environmental Services Division has completed a preliminary environmental assessment of the Project in accordance with the California Environmental Quality Act (CEQA) and determined that the Project is exempt under Section 15332 of the CEQA Guidelines.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF OXNARD:

SECTION 1. Based on the entire record before the Planning Commission and all written and oral evidence presented, including the Planning Commission Staff Report and all attachments thereto, the Planning Commission finds:

- (1) **The proposed use in in conformance with the City of Oxnard 2030 General Plan and the elements thereof and other adopted standards.**

The subject site has a 2030 General Plan designation of Residential Low (RL) and a zoning designation of Single Family Residential Planned Development (R-1-PD). The proposed Project is an allowed use within the zoning district with approval of a Special Use Permit and a Tentative Subdivision Map.

- (2) **The proposed use will not adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare.**

The proposed use is consistent with uses considered and permitted in the Single Family Residential, Planned Development (R-1-PD) zone. Construction activities, anticipated uses, and development design will be subject to standard construction requirements of the Building, Fire, and Traffic Codes. Therefore, the proposed use and improvements are not expected to have adverse effects or be materially detrimental the adjacent uses, buildings or structures or to the public health, safety or general welfare.

- (3) **The site for the proposed use is adequate in size and shape to accommodate the setbacks, parking, landscaping, and other City standards except as may be specifically excepted by the special findings and conditions of this Resolution.**

The Project is consistent with most, but not all, of the applicable development standards. The Project proposes: 1) a reduction to the interior yard space required; an increase in building height, and reduction in lot width. Under the provisions of the Planned Development Additive Zone (OCC Section 16-270 et seq.), all requirements of the basic zone apply to the PD zone, but the requirements may be modified up to 25% of numeric standards of the basic zone by conditions imposed on the Project through a Special Use Permit. The Project is requesting the aforementioned modifications in conformance with the Planned Development Additive Zone provisions of the OCC.

- (4) **The site for the proposed use will be served by streets and highways adequate in width and structure to carry the kind and quantity of traffic such use will generate.**

The Project was reviewed against the City's CEQA Threshold Guidelines to evaluate the potential for impacts to local traffic. The Project did not meet the threshold to warrant a traffic study which is 90+ units for residential projects.

- (5) **The site for the proposed use will be provided with adequate sewerage, water, fire protection and storm drainage facilities.**

The Project is considered infill development, because the site is surrounded by urban land uses. Furthermore, the Project will be served by existing water and sewer connections. In accordance with the Stormwater Quality Conditions of this Resolution, the Project's design will comply with stormwater control measures as required by the Los Angeles Regional Water Quality Control Board's municipal separate storm sewer system ("MS4") permit.

SECTION 2. The Planning Commission, in accordance with CEQA, determines that the Project will not have a significant impact on the environment and is categorically exempt from CEQA pursuant to Article 19, Section 15322 Infill Development, of the State CEQA Guidelines. This section pertains to infill development in an urban area with all services under five acres. The Planning and Environmental Services Division is hereby authorized and directed to file a Notice of Exemption with the Ventura County Clerk pursuant to Section 15602 of the State CEQA Guidelines within five (5) working days of passage, approval and adoption of this Resolution.

SECTION 3. Based on the findings set forth herein, the Planning Commission hereby approves Planning and Zoning Permit 18-500-10 (Special Use Permit) subject to the attached conditions of approval.

SECTION 4. The decision of the Planning Commission shall be final unless an appeal of the action is filed in accordance with the provisions of Section 16-545 of the Oxnard City Code.

SECTION 5. The Secretary shall certify the adoption of this Resolution.

STANDARD CONDITIONS OF APPROVAL FOR LAND USE PERMITS

Note: The abbreviations below identify the City department or division responsible for determining compliance with these standard conditions. The first department or division listed has responsibility for compliance at plan check, the second during inspection and the third at final inspection, prior to issuance of a certificate of occupancy, or at a later date, as specified in the condition. If more than one department or division is listed, the first will check the plans or inspect the project before the second confirms compliance with the condition. The italicized code at the end of each condition provides internal information on the source of each condition: Some are standard permit conditions (e.g. *G-1*) while some are taken from environmental documents (e.g. *MND-S2*).

DEPARTMENTS AND DIVISIONS			
CA	City Attorney	PL	Planning Division
DS	Dev Services/Eng Dev/Inspectors	TR	Traffic Division
PD	Police Department	B	Building Plan Checker
SC	Source Control	FD	Fire Department
PK	Landscape Design	CE	Code Compliance

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, *G-1*).
2. This permit is granted for the plans dated February 25, 2019 (“the plans”) on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning and Environmental Services Manager (“Planning Manager”) or a major modification to the plans is approved by the Planning Commission. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A major modification shall be required for substantial changes or increases in such items. (PL, *G-2*)
3. This permit shall automatically become null and void 36 months from the date of its issuance, unless Developer has diligently developed the proposed project, as shown by the issuance of a grading, foundation, or building permit and the construction of substantial improvements. (PL, *G-3*)
4. All required off-site and on-site improvements for the project, including structures, paving, and landscaping, shall be completed prior to occupancy unless the Development Services Manager allows Developer to provide security or an executed agreement approved by the City Attorney to ensure completion of such improvements. (DS, *G-4*)
5. By commencing any activity related to the project or using any structure authorized by this permit, Developer accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein. (CA, *G-*
6. Developer agrees, as a condition of adoption of this resolution, at Developer’s own expense, to indemnify, defend and hold harmless the City and its agents, officers and employees from and against any claim, action or proceeding to attack, review, set aside, void or annul the approval of the resolution or any condition attached thereto or any proceedings, acts or determinations taken, done or made prior to the approval of such resolution that were part of the approval process. (CA, *G-6*)
7. Any covenants, conditions, and restrictions (CC&Rs) applicable to the project property shall be consistent with the terms of this permit and the City Code. If there is a conflict between the CC&Rs and the City Code or this permit, the City Code or this permit shall prevail. (CA, *G-7*)
8. Developer shall complete the “Notice of Land Use Restrictions and Conditions” form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, Developer shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL, *G-8*)

9. Developer shall provide off-street parking for the project, including the number of spaces, stall size, paving, striping, location, and access, as required by the City Code. (PL/B, *G-9*)\
10. Developer shall obtain a building permit for any new construction or modifications to structures, including interior modifications, authorized by this permit. (B, *G-11*)
11. Developer shall not permit any combustible refuse or other flammable materials to be burned on the project property. (FD, *G-12*)
12. Developer shall not permit any materials classified as flammable, combustible, radioactive, carcinogenic or otherwise potentially hazardous to human health to be handled, stored or used on the project property, except as provided in a permit issued by the Fire Chief. (FD, *G-13*)
13. If Developer, owner or tenant fails to comply with any of the conditions of this permit, the Developer, owner or tenant shall be subject to a civil fine pursuant to the City Code. (CA, *G-14*)
14. Prior to issuance of building permits, Developer shall correct all violations of the City Code existing on the project property for which the Code Compliance Division has open cases. (PL, *G-15*).

LANDSCAPE STANDARD CONDITIONS

15. Prior to submittal of landscape and irrigation plans, Developer shall obtain approval of the Planning Manager or designee of a plan showing on the project property all existing trees and identifying the trees to be saved, transplanted or removed. (PK, *PK-1*)
16. Prior to issuance of building permit, Developer shall submit two copies of landscape and irrigation plans, along with the appropriate permit application and fees, to the Development Services Division and obtain approval of such plans. (PK/DS, *PK-2*)
17. Prior to issuance of a certificate of occupancy, Developer shall install landscape and automatic irrigation systems that have been approved by Parks and Facilities Superintendent. (PK, *PK-3*)
18. Developer shall properly maintain landscape planting and all irrigation systems as required by the City Code and as specified by this permit. Failure of Developer to do so may result in the revocation of this permit and initiation of legal proceedings against Developer to ensure compliance (PK, *PK-4*)
19. Prior to City issuance of a certificate of occupancy, Developer shall provide a watering schedule to the building owner or manager and to Planning Division or designee. The irrigation system shall include automatic rain shut-off devices, or instructions on how to

override the irrigation system during rainy periods. (PK, PK-5)

20. At the time of planting, Developer shall provide at least 24-inch box size for all new trees planted on the subject property by. All shrubs and vines planted under the subject permit by the Developer shall be at least five-gallon size, except as otherwise specified by this permit. (PK, PK-6)
21. Prior to the issuance of building permits for a residential development that includes any model houses, Developer shall obtain the approval of the Planning Division or designee for a low water-using landscape plan. Developer shall install low water-using landscape design and irrigation systems for at least one of the model houses in any cluster of two or more model houses, thereby demonstrating to prospective buyers the feasibility and aesthetic qualities of low water-using landscape design and irrigation systems. Developer shall provide appropriate signs, shown on the landscape plan, explaining that the model house utilizes a low water-using landscape and listing the plant materials used. (PK, PK-7)
22. At the time of landscape plan check submittal, the landscape planting and irrigation plans shall comply with the current title 23 Model Water Efficient Landscape Ordinance (MWELO). (PK, PK-7.1)
23. Developer shall offer a low water-use front yard landscape option to buyers at no extra cost. Developer shall also provide low water-use landscape literature to each buyer. (PK, PK-8)
24. Developer's landscape plans for houses shall show, where appropriate, a typical landscape and irrigation treatment for north, south, east or west site orientation, for corner lots as well as internal lots. (PK, PK-9)
25. Developer shall provide an automatic irrigation controller and a written seasonal watering schedule for all front yard, side, and interior yard landscaping. The watering schedule shall include variations for seasonal changes, sun and shade exposure of plants, type of plants, duration and frequency of irrigation, and suggestions as to how to conserve water. As part of the landscape plan check submittal process, the Parks and Facilities Superintendent shall review the sufficiency of instructions for the operation of the irrigation controller and the watering schedule cycles. (PK, PK-11)
26. At the close of escrow or at the time of occupancy of each dwelling unit, Developer shall review with and provide instructions to each buyer concerning the irrigation controller operation and the watering schedules. (PK, PK-12)
27. Developer shall install an irrigation system that includes a water sensor shut off device as a water conservation measure. (PK, PK-22)
28. At time of submittal to the Building and Engineering Division for plan check, Developer's Landscape Architect or Architect shall provide the City with written confirmation that they

have reviewed the civil engineering construction drawings and that the NPDES requirements are not in conflict with meeting the City's landscape requirements. (PK, PK-23)

29. Developer shall include a note on the Landscape Plans submitted to the Building and Engineering Division for a building permit that "all landscaping and irrigation comply with Ordinance No. 2822, which adopted the City of Oxnard Landscape Water Conservation Standards, and applicable water conservation requirements of the State of California". (PK, PK-24)

LANDSCAPE SPECIAL CONDITIONS

30. Final landscape plans and specifications for planting and irrigation shall be prepared by a Landscape Architect registered in the State of California. Stamp should appear on all plans.
31. Landscape and irrigation plans must show a vine and water line to serve the vine that will be planted against the new walls facing the alley and F Street.
32. Platanus Acerifolia/ London Plane is the existing street tree on "F" Street and must be planted in accordance with the approved landscape plan. Landscape plan submitted for plan check shall include a diagram illustrating root barrier protection at curb and sidewalk.
33. Any transformer equipment box must be identified on the landscaped plan and shall be screened with planting. Plants and sizes to be identified on final landscape plans.
34. Prior to issuance of a certificate of occupancy, the Developer shall install all landscaping improvements as per the approved plan, including improvements in the private backyard of each dwelling unit.
35. Developer shall install drought tolerant and California native friendly landscaping in the lawn areas of all front yards, street side yards, and interior yard areas.
36. Developer shall implement water conserving irrigation features. Landscape and irrigation plans will be reviewed prior to issuance of building permits.

FIRE DEPARTMENT STANDARD CONDITIONS

37. Developer shall construct all vehicle access driveways on the project property to be at least 26 feet wide. Developer shall mark curbs adjacent to designated fire lanes in parking lots to prohibit stopping and parking in the fire lanes. Developer shall mark all designated fire lanes in accordance with the California Vehicle Code. (FD/B, *F-1*)
38. All roof covering materials on the project property shall be of non-combustible or fire retardant materials approved by the Fire Chief and in compliance with the City Code. (FD, *F-2*)
39. Before the City issues building permits, Developer shall obtain the Fire Chief's approval of a plan to ensure fire equipment access and the availability of water for fire combat operations to all areas of the project property. The Fire Chief shall determine whether or not the plan provides adequate fire protection. (FD/DS, *F-3*)
40. At Developer's expense, Developer shall obtain two certified fire flow tests for the project property. The first test shall be completed before City approval of building plans and the second shall be completed after construction and prior to the issuance of a certificate of occupancy. A mechanical, civil, or fire protection engineer must certify the tests. Developer shall obtain permits for the tests from the Engineering Division. Developer shall send the results of the tests to the Fire Chief and the City Engineer. (FD/DS, *F-4*)
41. All structures on the project property shall conform to the minimum standards prescribed in Title 19 of the California Code of Regulations. (FD, *F-5*)
42. The project shall meet the minimum requirements of the "Fire Protection Planning Guide" published by the Fire Department. (FD, *F-6*)
43. At all times during construction, developer shall maintain paved surfaces capable of handling loads of 76,000 pounds which will provide access for fire fighting apparatus to all parts of the project property. (FD/DS, *F-7*)
44. Developer shall identify all hydrants, standpipes and other fire protection equipment on the project property as required by the Fire Chief. (FD, *F-8*)
45. The turning radius of all project property driveways and turnaround areas used for emergency access shall be a minimum of 48 feet outside diameter for a semi-trailer. (FD, *F-11*)
46. Developer shall provide automatic fire sprinklers as required by the City Code and shall contact the Fire Chief to ascertain the location of all connections. (FD, *F-12*)

FIRE DEPARTMENT SPECIAL CONDITIONS

47. Areas designated by the Fire Marshal as Fire Lanes shall be identified by a red curb and signage per the California Department of Motor Vehicles.
48. Before the City issues a certificate of occupancy, the developer shall install a Knox key vault at a location to be determined by the Fire Department.
49. "Click 2 Enter" enter radio frequency controls and key switch is required for all gates.
50. Fire sprinkler coverage is required for:
 - a. Patios, overhangs, or any other projections that are 48 inches or more from the structure.
 - b. Open areas beneath stairs that serve as habitable space or when that area is accessible for storage or has mechanical equipment.
 - c. The protection of the forced air unit when located in the attic or other areas that are normally inaccessible.

POLICE DEPARTMENT STANDARD CONDITIONS

51. A condition of approval requires compliance with the Outdoor Lighting Code & Guidelines
 - a) Outdoor lighting shall comply with Title 24, Part 6, of the California Code of Regulations: California's Energy Efficiency Standards for Residential and Nonresidential Buildings.
 - b) Unless approved as a specific exception to this guideline, all outdoor lighting shall be flat lens, full cut-off fixtures with the light source fully shielded with the exceptions:
 - 1) Luminaires with a maximum output of 260 lumens per fixture, regardless of number of bulbs (equal to one 20-watt incandescent light), may be left unshielded provided the fixture has an opaque top to keep light from shining directly up.
 - 2) Luminaires that have a maximum output of 1,000 lumens per fixture, regardless of number of bulbs (equal to one 60-watt incandescent light) may be partially shielded provided the bulb is not visible, and the fixture has an opaque to keep light from shining directly up.
 - c) Oxnard City Code 16-320: Lighting within physical limits of the area required to be lighted shall not exceed seven foot-candles, nor be less than one foot-candle at any point. A light source shall not shine upon, or illuminate directly any surface other than the area required to be lighted. No lighting shall be of a type or in a location that constitutes a hazard to vehicular traffic, either on private property or on the abutting streets. The height of light standards shall not exceed 26 feet. To prevent damage from automobiles, standards shall be mounted on reinforced concrete pedestals or otherwise protected.
52. Exterior lighting of the site including parking areas shall be between 1 and 7 foot candles and shall be in harmony with existing adjacent lighting scheme.
53. Lighting instruments shall be LED type or similar in nature and spectrum (3,000K to 20,000K Correlated Color Temperature).
54. Lighting instruments shall be full cut-off and installed so that light does not directly illuminate

property outside the project site. Instruments shall not create glare for motorists or pedestrians.

55. Lighting in private lane shall operate from dusk to dawn.
56. Garages shall be equipped with automatic garage door openers.
57. Each residence shall have a lighted street address fixture in front of the home and in the back next to garage door visible from the private lane driveway.
58. Landscape elements shall be arranged to provide clear lines of sight and eliminate potential places of concealment and dissuade the application of graffiti. Through the life of the project, the property shall be maintained to address these issues.
59. Developer/property owner shall inform owners via CC&Rs or HOA, or both, the provisions of Oxnard City Ordinance 7-100 through 7-106 as it applies to hosting loud parties or events and that should police respond to a disturbance multiple times, a service charge may be incurred of up to \$500.
60. Common areas with access control points shall utilize “Click 2 Enter” to provide first responder access.
61. CMU walls adjacent or visible from the public right-of-way shall have landscape elements in place that dissuades the application of graffiti. Creeping fig vine or similar plantings combined with shrubs that create a hedge are required.
62. Signs shall be posted all vehicular entrances in compliance with the California Vehicle Code 22658(a). Signs must be a minimum of 17 inches by 22 inches in size with lettering not less than 1 inch in height. Text shall meet the statutory requirements with language similar to: Unauthorized vehicles will be subject to removal at the vehicle owner’s expense. Oxnard Police (805) 385-7600, [name and phone number of authorized tow company], per 22658(a) CVC.

HOA Rules or CC&Rs shall provide guidelines and procedures for residents in managing parking issues in the private alley.

63. Should an alarm system be installed in any residential unit, it shall be compliant with Oxnard City Code 11-95 through 11-100. Motion detection burglary or intrusion alarm systems shall utilize “Dual Technology” sensors capable of differentiating between human movement and non-human movement. HOA Rules or CC&Rs shall inform residents of the requirements of this condition and the City’s Alarm Ordinance.
64. HOA Rules and CC&Rs shall provide guidelines and procedures for residents in managing parking issues in the private alley. These guidelines and procedures shall be consistent with the aforementioned conditions related to the private lane.

PLANNING DIVISION STANDARD CONDITIONS

65. Plans submitted by Developer with building permit applications shall show on the building elevation sheets all exterior building materials and colors, including product and finish manufacturer name, color name and number, and surface finish type (e.g. stucco with sand finish, plaster with smooth finish) to be used in construction. (PL/B, PL-1)
66. Any application for a minor modification to the project shall be accompanied by four copies of plans reflecting the requested modification, together with applicable processing fees. (PL, PL-2)
67. Before the City issues building permits, Developer shall include a reproduction of all conditions of this permit as adopted by resolution of the Planning Commission and/or the City Council in all sets of construction documents and specifications for the project. (PL, PL-3)
68. Before the City issues building permits, Developer shall provide to the Planning Division Manager color photographic reductions (8 1/2" by 11") of full-size colored elevations and any other colored exhibit approved by the Planning Commission. Developer may retain the full-size colored elevations after the reductions are so provided. (PL, PL-4)
69. Developer may not modify any use approved by this permit unless the Planning Division Manager determines that Developer has provided the parking required by the City Code for the modified use. (PL, PL-7)
70. Plans submitted for plan check must show a front porch light fixture on the front elevation and a wall mounted lighting fixture on the garage elevation facing the private driveway.
71. During the plan check review process, the Developer shall provide a lighting plan that provides design details (light standards, light poles, etc.) and illumination site information within alleyways, pathways, streetscapes, and open spaces proposed throughout the development. An electrical engineer shall prepare the site lighting plan demonstrating that adequate lighting ranges will be provided throughout the development without creating light spillover, light pollution, or conflicts with surrounding factors such as tree locations, off-site or adjacent lighting. (PL)
72. Prior to issuance of building permits, the Developer shall demonstrate that light standards illustrated on conceptual lighting plan do not conflict with tree locations. Developer shall submit a plan showing both the lighting and landscape on the same sheet.
73. On-site lighting shall be of a type and in a location that does not constitute a hazard to vehicular traffic, either on private property or on adjoining streets. To prevent damage from vehicles, standards in parking areas shall be mounted on reinforced concrete pedestals

or otherwise protected. Developer shall recess or conceal under-canopy lighting elements so as not to be directly visible from a public street. Developer shall submit a lighting plan showing standard heights and light materials for design review and approval of the Planning Division Manager. (PL/B, *PL-8*)

74. In order to minimize light and glare on the project property, all parking lot and exterior structure light fixtures shall be high cut-off type that divert lighting downward onto the property and shall not cast light on any adjacent property or roadway. (PL, *PL-9*)
75. Developer shall provide for dust control at all times during project property preparation and construction activities. (B/DS, *PL-13*)
76. Because of water limitations placed upon the City by its water providers, approval of this permit does not guarantee that the City will issue building permits. Issuance of building permits may be delayed as a result of implementation of a water conservation or allocation plan. (PL, *PL-15*)
77. Prior to issuance of building permits, the Developer shall pay a document imaging fee for the planning files in an amount calculated by planning staff at the time of building permit review based on fees then in effect. (PL/B, *PL-16*).
78. Developer shall participate in the City's Public Art Program by paying the Public Art fee prior to issuance of building permits, in accordance with City Council Resolution No. 14,124. (PL, *PL-50*)
79. Developer shall install all roof and building rain gutters and downspouts to integrate as closely as possible with building design elements, including matching adjacent building colors as closely as possible. Developer shall submit a plan and scheme for approval by the Planning Division Manager prior to issuance of building permits. (PL, *PL-18*)
80. Developer shall provide utility meters, mailboxes and address directories, placed in decorative cabinets and clustered for efficient access for residents and service persons. Developer shall coordinate placement and design of such items accordingly, with the Planning Division Manager, the appropriate utility service provider and the United States Postal Service, prior to issuance of building permits. (PL, *PL-19*)
81. Developer shall provide automatic garage door openers for all garages. (PL/B, *PL-20*)
82. Prior to issuance of fine grading plans, the Developer shall provide a decorative pavement/finish across both ends of the private driveway that is at least 12 feet wide at the driveway entrance and exit locations of the private lane. The details of the driveway feature shall be to the satisfaction of the Planning Division Manager.
83. Developer shall provide an outdoor rear patio concrete slab of at least 100 square feet at the slider or doorway providing access to the backyard. (PL/B, *PL-26*)

84. All residential dwelling unit developments shall include architectural articulation on all four sides of each unit. Such articulation shall include, but not be limited to, window treatment; trim and a variety of finishes matching front facades; and balconies, porches, and trellises. Developer shall submit elevations depicting such articulation to the Planning Division for approval prior to issuance of building permits. (PL, *PL-28*)
85. Prior to the close of escrow for each dwelling unit, the Developer shall provide the buyer with a written guarantee that the exterior finishes of the dwelling unit will remain in good condition for at least five (5) years from the final building permit inspection and sign off. Developer shall provide a copy of the guarantee to Planning staff prior to final Planning Division inspection and sign off. (PL, *PL-29*)
86. The alley/private lane driveway shared amongst the property owners shall be provided with independent metered lighting with automatic daylight sensors for dusk to dawn lighting within driveway. The maintenance and replacement of independent metered lighting shall be the responsibility of the Homeowner's Association. Lighting maintenance responsibilities shall be provided in the CC&Rs for the development. (PL)
87. Street side yard walls shall be of decorative masonry construction. Building plans submitted must show wall details, including materials and finish. (PL/B, *PL-32*)
88. Developer shall establish a homeowner's association and the association shall be responsible for the maintenance of all common parking, landscape, and other areas held in common by the association and for the enforcement of Conditions Covenants & Restrictions related to property maintenance. (PL/DS, *PL-33*)
89. Developer shall construct each dwelling unit with separate utility systems and meters. Developer shall paint utility meter panels to match structures upon which it is located. Such panels shall be located to take advantage of screening (e.g. landscaping or other building elements) from public right-of-ways, to the maximum extent feasible. (DS/B, *PL-34*)
90. Developer shall include in all deeds for the project and in the Conditions Covenants & Restrictions a prohibition against parking of recreational vehicles over 20 feet long in the project. (CE/PL, *PL-35*)
91. Developer shall pay Quimby Fees (fees for park acquisition and improvement) before issuance of building permits. The amount of the fee shall be calculated by the Planning Division, and verified by the Parks Division at the time of payment. (PK/B, *PL-36*)
92. Developer shall post in the sales office of the project the latest City planning documents and maps that may affect the project and adjacent properties. At a minimum, this information shall include the 2030 Oxnard General Plan and General Plan Land Use Map showing all adjacent properties, a copy of the ordinances regulating the zone, and any

specific plan that may apply to the project. Such documents may be purchased at cost from the Planning Division Manager. Developer shall require that all purchasers sign an affidavit declaring that they have familiarized themselves with the planning documents. Developer shall make such affidavits and planning information available for review upon reasonable request of the Planning Division Manager. (PL, *PL-38*)

PLANNING DIVISION SPECIAL CONDITIONS

93. Developer shall remove any and all graffiti from the project premises, including but not limited to graffiti on building and/or walls, within 24 hours of its appearance. The surface of such affected areas shall be matched to blend in with the underlying colors and/or design, and shall not look like a paint patch. (PL)
94. Before the City issues building permits, the Developer shall provide a Graffiti Deterrent Plan, subject to approval of the Planning Division Manager. Such plan shall include such elements as clear film on windows and/or mirrors, as well as washable paint and sealers on the building and perimeter walls. (PL)
95. Before final inspection of the first dwelling, the Applicant shall submit a copy of the proposed Covenants, Conditions & Restrictions (CC&Rs) for review by the Planning Division
96. The proposed walls along the alley and on F Street must be of slump stone, split face rock, or have a stucco finish with color and finish to complement the design and colors of the dwelling they serve. The wall on lot 1 will have a maximum height of 6 feet, however it must step down in the front yard to comply with height requirements contained in Section 16-308 of the Oxnard City Code. Wall details must be included in the building permit plans submitted for plan check.
97. “No Parking” shall be painted with stenciled letters on the new wall for Lot 1 abutting the public alley.
98. The covenants, conditions, and restrictions (CC&R’s) for the project must include a provision requiring residents of the project to keep garages accessible for parking of two (2) vehicles at all times and that parallel parking located on the private lane is restricted to that area next to the southern property line. The CC&R’s shall clarify that guest parking is for the benefit of the entire project and not to be utilized for one specific property owner. The CC&R’s shall reflect the accessory dwelling unit allowance on all lots with the exception of Lot 1 and reiterate the accessory dwelling unit conditions of approval denoted within this resolution of approval. Additionally, the CC&R’s will have a provision informing property owners that these uncovered parallel parking spaces are for shared use amongst all residing in the project area. Therefore, no one property owner will have the exclusive use of these uncovered spaces on their lot.
99. All dwelling units shall be equipped with solar water heating and/or photovoltaic roof or

wall equipment that will exceed Title 24 building code energy conservation requirements by at least 10%. Plans submitted for plan check must show this requirement.

100. Before final inspection, the Developer shall mark with white paint each tandem parking space along the southern property line. Stenciled lines must be at least 24 feet apart to accommodate parking for two vehicles on each lot except Lot 1 as shown in the approved plan.
101. The proposed click to enter gate system shall be subject to Planning Manager approval and shall be a foot tall (sliding gate) and of similar design to the existing wrought iron fence that is presently located along the southern property line of the project site.

Accessory Dwelling Units

102. All lots with an accessory dwelling unit must be owner occupied. The property owner may reside in either the primary home or in the accessory dwelling. Yearly certification of residency is required in accordance with Section 16-467(K) of the City of Oxnard Zoning Ordinance. A provision in this regard must be included in the Covenants, Conditions, and Restrictions for the project and a Notice of Land Use Restriction notifying all future property owners of the City's regulations pertaining to accessory dwellings must be recorded on each lot with an accessory dwelling unit. A copy of recordation must be presented to the Planning staff prior to final inspection.
103. The accessory dwelling unit shall not be sold or offered for sale separately from the primary residence.
104. Pursuant to OCC 16-467(M) either the accessory dwelling unit or the primary residence may be rented but not both. Rental terms shall be 30 days or longer.
105. Lot 1 as shown on the approved site plan is not eligible for an accessory dwelling unit due to turning radius clearance for vehicles and trucks as they exit the private driveway.
106. As shown in the approved plan, the accessory dwelling unit is limited to one bedroom.

Air Quality

107. Developer shall ensure that all construction equipment is maintained and tuned to recommended manufacturer's specifications. (MND, C-1)
108. At all times during construction activities, Developer shall minimize the area disturbed by clearing, grading, earth moving, or excavation operations to prevent excessive amounts of dust. (MND, C-2)
109. During construction, Developer shall water the area to be graded or excavated prior to commencement of grading or excavation operations. Such application of water shall be at

least twice per day and shall penetrate sufficiently to minimize fugitive dust during grading activities. (MND, C-3)

110. During construction, Developer shall control dust by the following activities:
 - a. All trucks hauling graded or excavated material offsite shall be required to cover their loads as required by California Vehicle Code §23114, with special attention to Sections 23114(b)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads.
 - b. All graded and excavated material, exposed soils areas, and active portions of the construction site, including unpaved onsite roadways, shall be treated to prevent fugitive dust. Treatment shall include, but not necessarily be limited to, periodic watering, application of environmentally-safe soil stabilization materials, and/or roll-compaction as appropriate. Watering shall be done as often as necessary and reclaimed water shall be used whenever possible. (MND, C-4)
111. During construction, Developer shall post and maintain onsite signs, in highly visible areas, restricting all vehicular traffic to 15 miles per hour or less. (MND, C-5)
112. During periods of high winds (i.e. wind speed sufficient to cause fugitive dust to impact adjacent properties), Developer shall cease all clearing, grading, earth moving, and excavation operations to prevent fugitive dust from being a nuisance or creating a hazard, either onsite or offsite. (MND, C-6)
113. The Permittee shall comply with the provisions of applicable VCAPCD Rules and Regulations, which include but are not limited to, Rule 50 (Opacity), Rule 51 (Nuisance), Rule 55 (Fugitive Dust), and Rule 55.1 (Removal of Visible Roadway Accumulations). ((MND, C-7)
114. Developer shall mitigate air quality emissions associated with development of the subject site through a contribution to the City's Transportation Demand Management (TDM) program. Such fee shall be calculated at the time of building permit issuance in accordance with the Ventura County Air Quality Assessment Guidelines, as amended. Such fee shall be collected in full prior to building permit issuance. (MND, C-9)
115. Prior to grading permit approval, Developer shall include on the grading plans a reproduction of all conditions of this permit pertaining to dust control requirements. (PL)

Cultural Resources

116. Developer shall contract with a qualified archaeologist to conduct a Phase I cultural resources survey of the project site prior to issuance of any grading permits. The survey shall include: (1) an archaeological and historical records search through the California Historical Resources Information System at CalState Fullerton; and (2) a field inspection of the project site. Upon completion, the Phase I survey report shall be submitted to the

Planning Division for compliance verification. A copy of the contract for these services shall be submitted to the Planning Division Manager for review and approval prior to initiation of the Phase I activities.

The contract shall include provisions in case any cultural resources are discovered onsite. In the event that any historic or prehistoric cultural resources are discovered, work in the vicinity of the find shall be halted immediately. The archaeologist shall evaluate the discovery and determine the necessary mitigations for successful compliance with all applicable regulations. Developer or its successor in interest shall be responsible for paying all salaries, fees and the cost of any future mitigation resulting from the survey. (MND, E-1)

117. Developer shall contract with a Native American monitor to be present during all subsurface grading, trenching or construction activities on the project site. The monitor shall provide a weekly report to the Planning Division summarizing the activities during the reporting period. A copy of the contract for these services shall be submitted to the Planning Division Manager for review and approval prior to issuance of any grading permits. The monitoring report(s) shall be provided to the Planning Division prior to approval of final building permit signature. (MND, E-2)

ENVIRONMENTAL RESOURCES DIVISION

118. To ensure that solid waste generated by the project is diverted from the landfill and reduced, reused or recycled, Developer shall complete and submit a "City of Oxnard C&D Environmental Resources Management & Recycling Plan" ("Plan") to the City for review and approval. The Plan shall provide that at least 50% of the waste generated on the project be diverted from the landfill. The Plan shall include the entire project area, even if tenants are pursuing or will pursue independent programs. The Plan shall be submitted to and approved by the Environmental Resources Division prior to issuance of a building permit. The Plan shall include the following information: material type to be recycled, reused, salvaged or disposed; estimated quantities to be processed; management method used; destination of material including the hauler name and facility location. Developer shall use the Plan form.
119. Developer shall follow the approved "City of Oxnard C&D Environmental Resources Management & Recycling Plan" and provide for the collection, recycling, and/or reuse of materials (i.e., concrete, wood, metal, cardboard, green waste, etc.) and document results during construction and/or demolition of the proposed project. After completion of demolition and/or construction, Developer shall complete and submit the "City of Oxnard C&D Environmental Resources Management & Recycling Report For Work Completed" ("Work Completed Report") and provide legible copies of weight tickets, receipts, or invoices for materials sent to disposal or reuse/recycling facilities. For other discarded or salvaged materials, Developer shall provide documentation, on the disposal facility's letterhead, identifying where the materials were taken, type of materials, and tons or cubic yards disposed, recycled or reused, and the project generating the discarded materials.

Developer shall submit and obtain approval of the Work Completed Report prior to issuance of a certificate of occupancy.

120. Developer shall arrange for materials collection during construction, demolition, and occupancy with the City's Environmental Resources Division or Developer shall arrange for self-hauling. Regardless of hauling methods, all materials collected must be conveyed to the Del Norte Regional Recycling and Transfer Station.
121. Covenants, conditions and restrictions ("CC&Rs") shall be developed for the project that require the homeowner's association to make provisions to divert at least 50% of the material through source reduction, recycling, reuse, and/or green waste programs. Developer shall submit a "City of Oxnard C&D Environmental Resources Management & Recycling Occupancy Plan" ("Occupancy Plan") to the City's Environmental Resources Division. An Occupancy Plan must be submitted and approved prior to issuance of a final inspection. The CC&Rs shall require the homeowner's association to submit to the Environmental Resources Division a "City of Oxnard C&D Environmental Resources Management & Recycling Occupancy Report" annually for approval on the anniversary date of the certificate of occupancy or at any such time that the facility's operational functions change significantly.
122. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a manner approved by the City Engineer.

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Oxnard on this 21st day of March, 2019.

Vincent Stewart, Chair

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held on 21st day of March, 2019, and carried by the following vote:

AYES: Commissioner(s):

NOES: Commissioner(s):

ABSENT: Commissioner(s):

ABSTAIN: Commissioner(s):

Kathleen Mallory, AICP, Secretary

ATTACHMENT “E”

TTM Resolution and Conditions

RESOLUTION NO. 2019-XX

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING APPROVAL OF TENTATIVE SUBDIVISION MAP TRACT NO. 6010 (PLANNING AND ZONING PERMIT NO. 18-300-09), TO SUBDIVIDE A VACANT 1.09 ACRE PARCEL LOCATED ON THE 700 BLOCK OF DORIS AVENUE (APN 200-0-291-325) INTO SEVEN RESIDENTIAL LOTS, SUBJECT TO CERTAIN CONDITIONS. FILED BY BLAKE RASMUSSEN, 26500 WEST AGOURA ROAD #652, CALABASAS, CA 91302 ON BEHALF OF JAMES RASMUSSEN, THE PROPERTY OWNER

WHEREAS, on March 21, 2019 the Planning Commission of the City of Oxnard has considered the tentative subdivision map tract no. 6010 (Planning and Zoning Permit No. 18-300-09), filed on July 19, 2018 by Blake Rasmussen in accordance with Chapter 15 of the Oxnard City Code; and

WHEREAS, said tentative map was referred to various public utility companies, City departments and the Development Advisory Committee for recommendations and their ; and

WHEREAS, on March 21, 2019, the Planning Commission finds the tentative map conforms to the City's General Plan and elements thereof; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA), the proposed subdivision was analyzed for possible environmental impacts and found to be exempt from further CEQA review per Section 15332, Class 32 "In Fill Development"; and

WHEREAS, the Planning Commission finds that the applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this resolution as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit or live in this subdivision in particular.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF OXNARD:

SECTION 1. Based on the entire record before the Planning Commission and all written and oral evidence presented, including the Planning Commission Staff Report and all attachments thereto, the Planning Commission finds:

1. **The proposed Subdivision is consistent with the City of Oxnard 2030 General Plan.**

The project site's General Plan designation of 'Residential Low' is consistent with the 2030 General Plan.

2. **The proposed Subdivision will not adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare.**
The proposed Project involves the subdivision of land into seven lots and construction of a single-family home on each lot with a possible accessory dwelling unit and other onsite and public infrastructure improvements. The subdivision aspect of the Project complies with all applicable provisions of the Oxnard City Code, including Chapter 15 and development will be conditioned to comply with applicable Building and Fire Codes.
3. **The site for the proposed Subdivision is adequate in size and shape to accommodate the setbacks, parking, landscaping, and other City standards except as may be specifically excepted by the special findings and conditions of this Resolution.**
The zoning of the Project site is 'Single-Family Residential – Planned Development' and as proposed the lots are adequate in size and shape to accommodate building size, parking, landscaping, and other applicable development standards of the underlying zone. In accordance with Oxnard City Code Section 16-271, the Project is requesting an increase of 2 feet 2 inches in the maximum building height allowed; a 25% reduction in the interior yard space and a 25% reduction in lot width. The size of the proposed lots would comply with the minimum requirement of 6,000 square feet.
4. **The site for the proposed Subdivision is served by streets and highways adequate in width and structure to carry the type of and quantity of traffic such use will generate.**
The proposed Project was reviewed by the City's Traffic Engineer and does not meet the criteria to require a traffic study, because the Project involves less than 90 residential dwellings and the site is surrounded by urban development and will be served by the existing street system.
5. **The site for the proposed Subdivision will be provided with adequate sewerage, water, fire protection and storm drainage facilities.**
The proposed Project was reviewed by the City's Development Advisory Committee and conditioned to comply with applicable City requirements related to utility services. As proposed the Project site will be provided with adequate sewerage, water, fire protection, and storm drainage facilities.

SECTION 2. The Planning Commission, in accordance with the California Environmental Quality Act (CEQA), determines that the Project is exempt from further CEQA review, per Section 15332, Class 32.

SECTION 3. Based on the findings set forth herein and the Staff Report and all attachments thereto, the Planning Commission hereby recommends approval to the City Council Planning and Zoning Permit No. 18-300-09 (Tentative Tract Map 6010), subject to the attached conditions of approval.

SECTION 4. The recommendation of the Planning Commission shall be final unless an appeal of the action is filed in accordance with the provisions of Section 15-25 (B) of the City's Subdivision Ordinance.

CONDITIONS OF APPROVAL FOR SUBDIVISION MAPS

Note: The abbreviations below identify the City department or division responsible for determining compliance with these standard conditions. The first department or division listed has responsibility for compliance at plan check, the second during inspection and the third at final inspection, prior to issuance of a certificate of occupancy, or at a later date, as specified in the condition. If more than one department or division is listed, the first will check the plans or inspect the project before the second confirms compliance with the condition. The italicized code at the end of each condition provides internal information on the source of each condition: Some are standard permit conditions (e.g. *G-1*) while some are taken from environmental documents (e.g. *MND-S2*).

DEPARTMENTS AND DIVISIONS			
CA	City Attorney	PL	Planning Division
DS	Dev Services/Eng Dev/Inspectors	TR	Traffic Division
PD	Police Department	B	Building Plan Checker
SC	Source Control	FD	Fire Department
PK	Landscape Design	CE	Code Compliance

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, *G-1*).
2. This permit is granted for the plans dated February 25, 2019 ("the plans") on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning and Environmental Services Manager ("Planning Manager") or a major modification to the plans is approved by the Planning Commission. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A major

- modification shall be required for substantial changes or increases in such items. (PL, *G-2*)
3. This permit shall automatically become null and void 36 months from the date of its issuance, unless Developer has diligently developed the proposed project, as shown by the issuance of a grading, foundation, or building permit and the construction of substantial improvements. (PL, *G-3*)
 4. All required off-site and on-site improvements for the project, including structures, paving, and landscaping, shall be completed prior to occupancy unless the Development Services Manager allows Developer to provide security or an executed agreement approved by the City Attorney to ensure completion of such improvements. (DS, *G-4*)
 5. By commencing any activity related to the project or using any structure authorized by this permit, Developer accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein. (CA, *G-*
 6. Developer agrees, as a condition of adoption of this resolution, at Developer's own expense, to indemnify, defend and hold harmless the City and its agents, officers and employees from and against any claim, action or proceeding to attack, review, set aside, void or annul the approval of the resolution or any condition attached thereto or any proceedings, acts or determinations taken, done or made prior to the approval of such resolution that were part of the approval process. (CA, *G-6*)
 7. Any covenants, conditions, and restrictions (CC&Rs) applicable to the project property shall be consistent with the terms of this permit and the City Code. If there is a conflict between the CC&Rs and the City Code or this permit, the City Code or this permit shall prevail. (CA, *G-7*)
 8. Developer shall complete the "Notice of Land Use Restrictions and Conditions" form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, Developer shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL, *G-8*)
 9. Developer shall provide off-street parking for the project, including the number of spaces, stall size, paving, striping, location, and access, as required by the City Code. (PL/B, *G-9*)
 10. Developer shall obtain a building permit for any new construction or modifications to structures, including interior modifications, authorized by this permit. (B, *G-11*)

11. Developer shall not permit any combustible refuse or other flammable materials to be burned on the project property. (FD, *G-12*)
12. Developer shall not permit any materials classified as flammable, combustible, radioactive, carcinogenic or otherwise potentially hazardous to human health to be handled, stored or used on the project property, except as provided in a permit issued by the Fire Chief. (FD, *G-13*)
13. If Developer, owner or tenant fails to comply with any of the conditions of this permit, the Developer, owner or tenant shall be subject to a civil fine pursuant to the City Code. (CA, *G-14*)
14. Prior to issuance of building permits, Developer shall correct all violations of the City Code existing on the project property for which the Code Compliance Division has open cases. (PL, *G-15*).

PLANNING SPECIAL CONDITIONS

15. An approved tentative map shall expire thirty-six (36) months after its approval, unless an extension is applied for and approved by the City Council pursuant to Section 15-46 of the City Code. (PL)
16. Prior to certificate of occupancy, the Applicant shall pay all applicable Transportation Demand Management fees associated with the development.

DEVELOPMENT SERVICES DIVISION STANDARD CONDITIONS

17. Developer shall pay plan check and processing fees in effect at the time of construction plan submittal and shall pay development fees, encroachment permit fees, and other applicable fees in effect at permit issuance. (DS-1)
18. Developer shall have the site improvement plans prepared using standard Development Services Division format(s) by a civil engineer licensed in the State of California. The plans shall incorporate recommendations from soil engineering and geology reports. Prior to issuance of a grading permit, improvement plans must be approved by the City Engineer and ink-on-mylar plans filed with the Development Services Division. (DS-3)
19. Developer shall submit improvement plans and drainage calculations demonstrating that storm drain runoff from the project property and all upstream areas will be safely conveyed to an approved drainage facility. The design and conveyance route shall be compatible with the City's Master Plan of Drainage and shall be approved by the City Engineer prior to approval of improvement plans. (DS-4)
20. Developer shall protect building pads from inundation during a 1% chance (100-year)

storm. (DS-5)

21. Developer shall replace all broken, uplifted, or missing curb, gutter, or sidewalk along the street frontage(s) of the project. (DS-6)
22. Each structure shall be served by separate sewer and water services in accordance with City Code. (DS-8)
23. Developer's site improvement plans shall include an on-site sewer plan. (DS-10)
24. Developer shall provide fire hydrants such that all points of all structures are within one hundred fifty (150) feet of a fire hydrant, or as otherwise approved by the Fire Department. Fire hydrant line improvements shall be designed in accordance with City standards and shown on the civil site improvement plans prior to issuance of a site improvement/grading permit. Developer shall provide the City with an easement over onsite waterlines using standard City format. (DS-11)
25. Developer shall install on-site and off-site electric, cable, telephone and similar utility service laterals underground in accordance with City ordinances in effect at the time City issues a building permit. Services shall be installed underground to the nearest suitable riser pole as determined by the appropriate utility service provider. (DS-12)
26. Developer shall enter into an agreement, approved as to form by the City Attorney, to install and construct all public improvements required by this permit and by the City Code. Developer shall post security satisfactory to the Finance Director, guaranteeing the installation and construction of all required improvements within the time period specified in the agreement or any approved time extension. (DS-14)
27. A California licensed civil engineer shall prepare the public improvement plans and documents for this project in accordance with City standards and shall submit all such plans to the City Engineer. Submittal shall include, but not necessarily be limited to, grading, street, drainage, sewer, water and other appurtenant improvement plans, construction cost estimates, soils reports, and all pertinent engineering design calculations. City will not approve a parcel map or final map nor issue a grading, site improvement or building permit until the City Engineer has approved all improvement plans. (DS-15)
28. Prior to issuance of a site improvement permit, Developer shall provide to the Development Services Division a compact Disc (CD) containing digital copies of all project maps, address map, and/or civil improvements drawings in DWG format. Prior to improvement bond release, Developer shall provide an updated CD containing all changes that occur during construction. (DS-16)

29. Developer agrees, as a condition of approval of this resolution, to indemnify, defend and hold harmless, at Developer's expense, City and its agents, officers and employees from and against any claim, action or proceeding commenced within the time period provided for in Government Code Section 66499.37, to attack, review, set aside, void or annul the approval of this resolution or to determine the reasonableness, legality or validity of any condition attached thereto. City shall promptly notify Developer of any such claim, action or proceeding of which City receives notice, and City will cooperate fully with Developer in the defense thereof. Developer shall reimburse City for any court costs and attorney's fees that City may be required to pay as a result of any such claim, action or proceeding. City may, in its sole discretion, participate in the defense of any such claim, action or proceeding, but such participation shall not relieve Developer of the obligations of this condition. Developer's acceptance of this resolution or commencement of construction or operations under this resolution shall be deemed to be acceptance of all conditions thereof. (DS-18)
30. Developer shall remove graffiti from the project, including graffiti on offsite public infrastructure under construction by Developer, within 24 hours of its appearance. If Developer fails to remove graffiti in accordance with this condition, the City may at the discretion of the Development Services Manager issue a stop work order until such time as the graffiti is removed. (DS-20)
31. The conditions of this resolution shall prevail over all omissions, conflicting notations, specifications, dimensions, typical sections, and the like, that may or may not be shown on the improvement plans. (DS-21)
32. Developer shall pay the cost of all inspections of on-site and off-site improvements. (DS-22)
33. Developer shall be responsible for all project-related actions of Developer's employees, contractors, subcontractors, and agents until City accepts the improvements. (DS-23)
34. Prior to beginning construction, Developer shall designate in writing an authorized agent who shall have complete authority to represent and to act for Developer. The authorized agent shall be present at the work site whenever work is in progress. Developer or the authorized agent shall make arrangements acceptable to City for any emergency work. When City gives orders to the authorized agent to do work required for the convenience and safety of the general public because of inclement weather or any other cause, and the orders are not immediately acted upon by the authorized agent, City may do or have such work done by others at Developer's expense. (DS-24)
35. Prior to approval of the final map or parcel map, Developer shall provide the City Engineer with written evidence from the Ventura County Clerk's Office that Developer has executed and filed with the Clerk all certificates, statements and securities required by Government Code Sections 66492 and 66493. (DS-26)

36. "Standard Specifications for Public Works Construction" latest edition (including modifications thereto by City) and applicable City Standard Plates and Design Criteria shall be the project specifications, except as noted otherwise on the approved improvement plans. City reserves the right to upgrade, add to, or revise these specifications and plans and all other City ordinances, policies, and standards. If the improvements required of this project are not completed within 12 months from the date of City's approval of the improvement plans, Developer shall comply with and conform to any and all upgraded, additional or revised specifications, plans, ordinances, policies and standards. (DS-27)
37. Developer shall retain a California licensed Civil Engineer to ensure that the construction work conforms to the approved improvement plans and specifications and to provide certified "as-built" plans after project completion. Developer's submittal of certified "as-built" plans is a condition of City's final acceptance of the project and release of any associated security. (DS-29)
38. All grading shall conform to City's standard grading notes, City Code, and recommendations of Developer's soils engineer as approved by the City Engineer. (DS-30)
39. Developer shall construct sufficient drainage facilities concurrent with rough grading operations to mitigate any potential flooding or erosion affecting adjacent properties and public rights-of-way. (DS-31)
40. Developer shall design all slopes steeper than 5 (horizontal) to 1 (vertical) with a minimum 18 inch wide level area (at both top and bottom of slope) where it adjoins a wall, fence, sidewalk, trail, curb or similar improvement. (DS-32)
41. Prior to issuance of a site improvement permit, Developer shall provide to the City Engineer easements or written consent (as determined appropriate by the Development Services Director) from all affected landowners for any diversion of historical flows or change in drainage conditions caused by the project. (DS-36)
42. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a manner approved by the City Engineer. (DS-38)
43. Developer shall dedicate to the City all water rights for the project property by title sheet dedication on the final map or parcel map. (DS-39)
44. Developer shall install water mains, fire hydrants and water services in conformance with City standard plates, design criteria and specifications as directed by the City Engineer. (DS-41)

45. Developer shall install adequately sized water services and meters to each lot or unit in accordance with City standards in effect at the time of building permit issuance. There shall be no interconnections between structures. (DS-42)
46. Developer shall install City approved backflow prevention devices for water connections if so ordered by the City Engineer. (DS-45)
47. Prior to designing the water system for the project, Developer shall have a certified fire flow test performed to determine existing water pressure and flow characteristics. The water system shall be designed to allow for a 10 psi drop in the static water pressure measured during the fire flow test. After construction and before City issues a certificate of occupancy, the City Engineer may require a second test. Developer shall obtain permits from the City Engineer prior to performing tests. Developer shall have all tests certified by a mechanical, civil, or fire protection engineer and provide written results of all tests to the City Engineer. (DS-47)
48. Developer shall dedicate and improve to City standards all sidewalks, parkways, streets, alleys, utilities and street appurtenances as directed by the Development Services Director. City will name all streets in accordance with adopted City guidelines. (DS-49)
49. Street and road improvements shall conform to City standard plates, design criteria and policies. Improvements shall include upgrading of existing pavement along the project frontage to City standards by removing and replacing or overlaying, as directed by the City Engineer. (DS-51)
50. Developer shall install all water, gas, sewer, storm drain, electrical, cable television, and telephone lines before any paving is placed. (DS-54)
51. Prior to release of the final map or parcel map for recordation, Developer shall provide the City Engineer with a 100-scale base map for addressing purposes. The map shall be drawn on 18-inch by 24-inch mylar and shall show the standard address map title block, north arrow, street names, tract number, phase boundary and lot numbers. The City will assign all addresses. (DS-56)
52. Prior to release of the final map or parcel map for recordation, Developer shall post security satisfactory to the City Attorney guaranteeing that all survey monuments will be set as required by the Government Code and the City Code. (DS-57)
53. Developer shall submit a street lighting plan as a part of the civil improvement plans. Developer shall install streetlights in accordance with the plan. (DS-60)
54. Developer shall be responsible for and bear the cost of replacement of all existing survey monumentation (e.g., property corners) disturbed or destroyed during construction, and shall file appropriate records with the Ventura County Surveyor's Office. (DS-64)

55. Prior to issuance of building permits, Developer shall record a final map or parcel map. (DS-65)
56. Developer shall provide three City refuse containers for each lot or unit. An alternative number of containers may be approved by the Environmental Resources Division. (DS-67)
57. Developer shall construct a 9 foot by 3 foot level concrete pad for storage of three refuse containers in the side yard area or other location approved by the Development Services Manager that is out of view from the street. The storage location shall not be within the garage. Developer shall construct a paved path from the storage location to the street (or other assigned pickup area) that does not require entering the garage. All gates or doors along the path shall be constructed with a minimum of 36 inches of clear space to allow passage of the containers. Storage location and path shall be shown on the fine grading plans. (DS-68)
58. Developer shall provide adequate vehicle sight distance as specified by CalTrans specifications at all driveways and intersections. (TR-71)

STORMWATER QUALITY CONDITIONS

59. Developer shall design project to minimize degradation of stormwater quality by complying with the applicable sections of the Los Angeles Regional Water Quality Control Board's municipal separate storm sewer system ("MS4") permit (Order R4-2010-0108 including all revisions) for new development and redevelopment projects. Developer shall submit stormwater quality calculations and associated construction plans demonstrating compliance with the MS4 permit. Calculations shall generally be organized to follow the steps outlined in Chapter 2 of the 2011 Technical Guidance Manual for Stormwater Control Measures ("2011 TGM"). (DS-78)
60. Developer's stormwater quality calculations shall include site specific analysis and recommendations from a geotechnical engineer, and if applicable, a landscape architect for design and implementation of stormwater treatment and infiltration devices. Geotechnical Engineering analysis and recommendations shall include, but not necessarily be limited to, determination of site specific soil infiltration rates, depth to permeable soil layers, methods to reach permeable soil layers, appropriate compaction rates, recommendations to enhance infiltration, and other requirements of the 2011 TGM. Landscape architectural recommendations shall include, but not necessarily be limited to, suggestions regarding appropriate vegetation and soil amendments for vegetated infiltration devices. Project plans shall implement approved design recommendations. (DS-81)
61. Using forms provided by the Development Services Division, Developer shall submit a stormwater quality control measures maintenance and operations plan ("the Plan") for this project. If the BMPs implemented with this project include proprietary products that

require regular replacement and/or cleaning, Developer shall provide proof of a contract with an entity qualified to provide such periodic maintenance. The property owner is responsible for the long-term maintenance and operation of all BMPs included in the project design. Upon request by City, property owner shall provide written proof of ongoing BMP maintenance operations. No grading or building permit shall be issued until the Development Services Manager approves the Plan and Developer provides an executed copy of the City's stormwater covenant with the Plan included as an exhibit for recordation by the City. (DS-82)

62. Developer's stormwater quality control measures maintenance and operations plan shall include: 1) Requirement to clean on-site storm drains at least twice a year; once immediately before the first of October (the beginning of the rainy season) and once in January. The City Engineer may require additional cleaning; 2) Requirement to maintain parking lots free of litter and debris. Developer shall sweep sidewalks, drive aisles, and parking lots regularly to prevent the accumulation of litter and debris. When swept or cleaned, debris must be trapped and collected to prevent entry into the storm drain system. Developer may not discharge any cleaning agent into the storm drain system; 3) Requirement to label all on-site storm drain inlets with the message "Don't Dump - Drains to Ocean" in accordance with City standards. (DS-83)
63. Developer shall provide pre-treatment for all infiltration based stormwater quality Best Management Practices ("BMPs".) Pre-treatment devices must effectively reduce sediment load entering infiltration BMPs to minimize occlusion of underlying soils and reduce long term maintenance requirements and thereby maintain the infiltration capacity of the BMP. 2011 TGM compliant pre-treatment such as vegetated swales are an approved form of pre-treatment. Proprietary pre-treatment devices must be capable of removing 80% of 50 micron particles to be considered adequate pre-treatment. Typical catch basin inserts do not provide the sufficient sediment storage to provide pre-treatment. (DS-85)
64. Prior to issuance of a grading, building or demolition permit and prior to commencement of any clearing, grading or excavation, Developer shall provide evidence of assignment of a permit identification number by the California State Water Resources Control Board indicating submittal of a Notice of Intent (NOI) by the Developer in accordance with the NPDES Construction General Permit. Developer shall comply with all requirements of the General Permit and the Ventura Countywide MS4 Permit, including preparation of a Stormwater Pollution Prevention Plan (SWPPP). Developer shall keep the SWPPP updated to reflect current site conditions and a copy of the SWPPP shall be kept onsite and available for City or designated representative to review upon request. (DS-86)

DEVELOPMENT SERVICES DIVISION SPECIAL CONDITIONS

65. Developer shall remove the existing curb (no gutter exists) and sidewalk along the F Street frontage and replace them with a curb, gutter, and sidewalk layout that matches the existing improvements to the south of the project. Reconstruction shall include

replacement of the existing access ramp at the southwest corner of the F Street/Doris Avenue intersection (DS).

66. Developer shall remove the existing sidewalk along the Doris Avenue frontage of the project and replace it with a 7-foot wide new curb-adjacent sidewalk constructed in accordance with City standards (DS).
67. Developer shall reduce the elevation difference between structure finished floor elevations and the adjacent roadway top of curb. Elevation difference shall be sufficient to protect structures from 100-year (1% chance) storm events but shall comply with maximum slopes indicated on City Standard plate 601 with modification as approved by the City Engineer based on site specific circumstances (DS).
68. Developer's engineer shall provide an evaluation of the Doris Avenue sidewalk crossing at the adjacent alley for compliance with current ADA standards. Developer shall perform any retrofit determined necessary by the City Engineer to meet current ADA requirements (DS).
69. Developer shall furnish and install an LED illuminated bus shelter, bus bench, trash receptacle, and bicycle rack at the location of the existing bus stop along the project frontage. The sidewalk shall be widened an additional 4-feet at the bus stop resulting in an 11-foot wide sidewalk for the 30-foot long bus stop. The final location, configuration, and specifications of the bus stop and furniture shall comply with City standards and is subject to approval of the City Traffic Engineer. (DS)
70. Developer shall install a minimum 8-inch diameter water main in Doris Avenue (primarily along the project frontage) connecting to the existing Doris Avenue water mains to the east and west of the project. (DS)
71. The proposed sewer improvements within the private driveway shall be constructed in compliance with City standards but shall be privately owned and maintained. Developer shall provide evidence of recordation of CC&Rs or a similar document that provides for ongoing maintenance of these facilities. (DS)
72. The percolation tests for this project shall include implementation of the reduction factor specified in the "Guidelines for Design, Investigation, and Reporting for Low Impact Development Stormwater Infiltration" published in the Administrative Manual of the County of Los Angeles Department of Public Works. This reduction factor is in addition to the safety factor specified in the Technical Guidance Manual. (DS)
73. Developer's geotechnical engineer shall perform percolation tests on the exposed bottom of all infiltration facilities immediately prior to facility construction and provide the City with a written opinion that the exposed soil layer is suitable for the proposed infiltration

facility based on review of the existing geotechnical reports, percolation tests, infiltration facility design, and characteristics of the exposed soil layer. The report shall be reviewed and approved by the project civil engineer. (DS)

74. Developer shall provide documentation that maintenance responsibilities associated with the stormwater quality devices constructed with this project have been included in the Homeowner's Association ("HOA") responsibilities and that costs of said maintenance have been included as a separate line item in the finance documents for the HOA. HOA maintenance responsibilities shall include, but not be limited to, implementation of the Stormwater Quality Control Measures Maintenance Program required by these conditions of approval. All maintenance costs are to be borne exclusively by the HOA. (DS)
75. Concurrent with submittal of grading/site improvement plans, Developer shall survey the location and depth of the potential nearby points of connection for the project sewer system and provide an engineering evaluation of the various alternatives. Evaluation shall include, but not necessarily be limited to, minimum pipe slope requirements, pipe capacity, and compliance with Health Code separation criteria as well as a preliminary pipe layout for each alternative. The evaluation shall also include a determination of the need to relocate the existing sewer main in the adjacent public alley based on interference with project improvements and meeting Health Code separation requirements. (DS)
76. Developer shall design and construct the private driveway entry from the adjacent public alley to accommodate City fire truck and trash truck turning movements. The final design is subject to approval of the City Traffic Engineer. (DS)
77. Developer shall install 'Click2Enter' or compatible entry system on all gates proposed for the private driveway. Gates shall be programmed to provide access for City refuse vehicles. (DS)
78. Developer shall retrofit all existing High Pressure Sodium (HPSV) cobra head street lights along both the Doris Avenue and F Street project frontages with equivalent LED cobra head lighting. Developer shall coordinate the retrofit with Southern California Edison (SCE) and obtain both SCE and City Traffic Engineer approval for the final design. (TR)

VENTURA COUNTY WATERSHED PROTECTION DISTRICT

79. The Project shall not increase storm runoff for any frequencies of storm events consistent with District policy and WP-2 Ordinance or, alternatively apply the City standard, whichever is most restrictive shall apply.

TTM Resolution No.
PZ No. 18-300-09, Doris Avenue
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PASSED AND ADOPTED by the Planning Commission of the City of Oxnard on this 21st day of March, 2019, by the following vote:

AYES: Commissioners:

NOES: Commissioners:

ABSENT:Commissioners:

Vincent Stewart, Chairman

ATTEST:

Kathleen Mallory, AICP, Secretary

RESOLUTION NO. 2019-09

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 18-500-10 (SPECIAL USE PERMIT FOR A PLANNED DEVELOPMENT PERMIT) TO CONSTRUCT SEVEN (7) TWO-STORY SINGLE-FAMILY RESIDENTIAL DWELLING UNITS WITH AN OPTIONAL ACCESSORY DWELLING UNIT ON A 1.09 ACRE PROPERTY, LOCATED ON THE 700 BLOCK OF DORIS AVENUE, APN: 200-0-291-325, SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY BLAKE RASMUSSEN, 26500 WEST AGOURA PARKWAY #652 ON BEHALF OF JAMES RASMUSSEN, PROPERTY OWNER

WHEREAS, on July 19, 2018, Blake Rasmussen (the “**Applicant**” and/or “**Permittee**”) submitted a request to construct seven (7) two-story single family homes along with parking and landscaping improvements on vacant property located on the 700 Block of Doris Avenue (APN: 200-0-291-325) ; and

WHEREAS, on March 21, 2019, the Planning Commission of the City of Oxnard (“**Planning Commission**”) conducted a duly noticed public hearing to consider Applicant’s request to approve Planning and Zoning Permit No. PZ 18-500-10 (Special Use Permit) to construct seven single family homes and necessary parking and landscaping improvements with an optional accessory dwelling unit (the “**Project**”) in accordance with Section 16-530 through 16-553 of Oxnard City Code; and

WHEREAS, the Planning and Environmental Services Division has completed a preliminary environmental assessment of the Project in accordance with the California Environmental Quality Act (CEQA) and determined that the Project is exempt under Section 15332 of the CEQA Guidelines.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF OXNARD:

SECTION 1. Based on the entire record before the Planning Commission and all written and oral evidence presented, including the Planning Commission Staff Report and all attachments thereto, the Planning Commission finds:

- (1) **The proposed use in in conformance with the City of Oxnard 2030 General Plan and the elements thereof and other adopted standards.**

The subject site has a 2030 General Plan designation of Residential Low (RL) and a zoning designation of Single Family Residential Planned Development (R-1-PD). The proposed Project is an allowed use within the zoning district with approval of a Special Use Permit and a Tentative Subdivision Map.

- (2) **The proposed use will not adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare.**

The proposed use is consistent with uses considered and permitted in the Single Family Residential, Planned Development (R-1-PD) zone. Construction activities, anticipated uses, and development design will be subject to standard construction requirements of the Building, Fire, and Traffic Codes. Therefore, the proposed use and improvements are not expected to have adverse effects or be materially detrimental the adjacent uses, buildings or structures or to the public health, safety or general welfare.

- (3) **The site for the proposed use is adequate in size and shape to accommodate the setbacks, parking, landscaping, and other City standards except as may be specifically excepted by the special findings and conditions of this Resolution.**

The Project is consistent with most, but not all, of the applicable development standards. The Project proposes: 1) a reduction to the interior yard space required; an increase in building height, and reduction in lot width. Under the provisions of the Planned Development Additive Zone (OCC Section 16-270 et seq.), all requirements of the basic zone apply to the PD zone, but the requirements may be modified up to 25% of numeric standards of the basic zone by conditions imposed on the Project through a Special Use Permit. The Project is requesting the aforementioned modifications in conformance with the Planned Development Additive Zone provisions of the OCC.

- (4) **The site for the proposed use will be served by streets and highways adequate in width and structure to carry the kind and quantity of traffic such use will generate.**

The Project was reviewed against the City's CEQA Threshold Guidelines to evaluate the potential for impacts to local traffic. The Project did not meet the threshold to warrant a traffic study which is 90+ units for residential projects.

- (5) **The site for the proposed use will be provided with adequate sewerage, water, fire protection and storm drainage facilities.**

The Project is considered infill development, because the site is surrounded by urban land uses. Furthermore, the Project will be served by existing water and sewer connections. In accordance with the Stormwater Quality Conditions of this Resolution, the Project's design will comply with stormwater control measures as required by the Los Angeles Regional Water Quality Control Board's municipal separate storm sewer system ("MS4") permit.

SECTION 2. The Planning Commission, in accordance with CEQA, determines that the Project will not have a significant impact on the environment and is categorically exempt from CEQA pursuant to Article 19, Section 15322 Infill Development, of the State CEQA Guidelines. This section pertains to infill development in an urban area with all services under five acres. The Planning and Environmental Services Division is hereby authorized and directed to file a Notice of Exemption with the Ventura County Clerk pursuant to Section 15602 of the State CEQA Guidelines within five (5) working days of passage, approval and adoption of this Resolution.

SECTION 3. Based on the findings set forth herein, the Planning Commission hereby approves Planning and Zoning Permit 18-500-10 (Special Use Permit) subject to the attached conditions of approval.

SECTION 4. The decision of the Planning Commission shall be final unless an appeal of the action is filed in accordance with the provisions of Section 16-545 of the Oxnard City Code.

SECTION 5. The Secretary shall certify the adoption of this Resolution.

STANDARD CONDITIONS OF APPROVAL FOR LAND USE PERMITS

Note: The abbreviations below identify the City department or division responsible for determining compliance with these standard conditions. The first department or division listed has responsibility for compliance at plan check, the second during inspection and the third at final inspection, prior to issuance of a certificate of occupancy, or at a later date, as specified in the condition. If more than one department or division is listed, the first will check the plans or inspect the project before the second confirms compliance with the condition. The italicized code at the end of each condition provides internal information on the source of each condition: Some are standard permit conditions (e.g. *G-1*) while some are taken from environmental documents (e.g. *MND-S2*).

DEPARTMENTS AND DIVISIONS			
CA	City Attorney	PL	Planning Division
DS	Dev Services/Eng Dev/Inspectors	TR	Traffic Division
PD	Police Department	B	Building Plan Checker
SC	Source Control	FD	Fire Department
PK	Landscape Design	CE	Code Compliance

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, *G-1*).
2. This permit is granted for the plans dated February 25, 2019 (“the plans”) on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning and Environmental Services Manager (“Planning Manager”) or a major modification to the plans is approved by the Planning Commission. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A major modification shall be required for substantial changes or increases in such items. (PL, *G-2*)
3. This permit shall automatically become null and void 36 months from the date of its issuance, unless Developer has diligently developed the proposed project, as shown by the issuance of a grading, foundation, or building permit and the construction of substantial improvements. (PL, *G-3*)
4. All required off-site and on-site improvements for the project, including structures, paving, and landscaping, shall be completed prior to occupancy unless the Development Services Manager allows Developer to provide security or an executed agreement approved by the City Attorney to ensure completion of such improvements. (DS, *G-4*)
5. By commencing any activity related to the project or using any structure authorized by this permit, Developer accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein. (CA, *G-*
6. Developer agrees, as a condition of adoption of this resolution, at Developer’s own expense, to indemnify, defend and hold harmless the City and its agents, officers and employees from and against any claim, action or proceeding to attack, review, set aside, void or annul the approval of the resolution or any condition attached thereto or any proceedings, acts or determinations taken, done or made prior to the approval of such resolution that were part of the approval process. (CA, *G-6*)
7. Any covenants, conditions, and restrictions (CC&Rs) applicable to the project property shall be consistent with the terms of this permit and the City Code. If there is a conflict between the CC&Rs and the City Code or this permit, the City Code or this permit shall prevail. (CA, *G-7*)
8. Developer shall complete the “Notice of Land Use Restrictions and Conditions” form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, Developer shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL, *G-8*)

9. Developer shall provide off-street parking for the project, including the number of spaces, stall size, paving, striping, location, and access, as required by the City Code. (PL/B, *G-9*)\
10. Developer shall obtain a building permit for any new construction or modifications to structures, including interior modifications, authorized by this permit. (B, *G-11*)
11. Developer shall not permit any combustible refuse or other flammable materials to be burned on the project property. (FD, *G-12*)
12. Developer shall not permit any materials classified as flammable, combustible, radioactive, carcinogenic or otherwise potentially hazardous to human health to be handled, stored or used on the project property, except as provided in a permit issued by the Fire Chief. (FD, *G-13*)
13. If Developer, owner or tenant fails to comply with any of the conditions of this permit, the Developer, owner or tenant shall be subject to a civil fine pursuant to the City Code. (CA, *G-14*)
14. Prior to issuance of building permits, Developer shall correct all violations of the City Code existing on the project property for which the Code Compliance Division has open cases. (PL, *G-15*).

LANDSCAPE STANDARD CONDITIONS

15. Prior to submittal of landscape and irrigation plans, Developer shall obtain approval of the Planning Manager or designee of a plan showing on the project property all existing trees and identifying the trees to be saved, transplanted or removed. (PK, *PK-1*)
16. Prior to issuance of building permit, Developer shall submit two copies of landscape and irrigation plans, along with the appropriate permit application and fees, to the Development Services Division and obtain approval of such plans. (PK/DS, *PK-2*)
17. Prior to issuance of a certificate of occupancy, Developer shall install landscape and automatic irrigation systems that have been approved by Parks and Facilities Superintendent. (PK, *PK-3*)
18. Developer shall properly maintain landscape planting and all irrigation systems as required by the City Code and as specified by this permit. Failure of Developer to do so may result in the revocation of this permit and initiation of legal proceedings against Developer to ensure compliance (PK, *PK-4*)
19. Prior to City issuance of a certificate of occupancy, Developer shall provide a watering schedule to the building owner or manager and to Planning Division or designee. The irrigation system shall include automatic rain shut-off devices, or instructions on how to

override the irrigation system during rainy periods. (PK, PK-5)

20. At the time of planting, Developer shall provide at least 24-inch box size for all new trees planted on the subject property by. All shrubs and vines planted under the subject permit by the Developer shall be at least five-gallon size, except as otherwise specified by this permit. (PK, PK-6)
21. Prior to the issuance of building permits for a residential development that includes any model houses, Developer shall obtain the approval of the Planning Division or designee for a low water-using landscape plan. Developer shall install low water-using landscape design and irrigation systems for at least one of the model houses in any cluster of two or more model houses, thereby demonstrating to prospective buyers the feasibility and aesthetic qualities of low water-using landscape design and irrigation systems. Developer shall provide appropriate signs, shown on the landscape plan, explaining that the model house utilizes a low water-using landscape and listing the plant materials used. (PK, PK-7)
22. At the time of landscape plan check submittal, the landscape planting and irrigation plans shall comply with the current title 23 Model Water Efficient Landscape Ordinance (MWELO). (PK, PK-7.1)
23. Developer shall offer a low water-use front yard landscape option to buyers at no extra cost. Developer shall also provide low water-use landscape literature to each buyer. (PK, PK-8)
24. Developer's landscape plans for houses shall show, where appropriate, a typical landscape and irrigation treatment for north, south, east or west site orientation, for corner lots as well as internal lots. (PK, PK-9)
25. Developer shall provide an automatic irrigation controller and a written seasonal watering schedule for all front yard, side, and interior yard landscaping. The watering schedule shall include variations for seasonal changes, sun and shade exposure of plants, type of plants, duration and frequency of irrigation, and suggestions as to how to conserve water. As part of the landscape plan check submittal process, the Parks and Facilities Superintendent shall review the sufficiency of instructions for the operation of the irrigation controller and the watering schedule cycles. (PK, PK-11)
26. At the close of escrow or at the time of occupancy of each dwelling unit, Developer shall review with and provide instructions to each buyer concerning the irrigation controller operation and the watering schedules. (PK, PK-12)
27. Developer shall install an irrigation system that includes a water sensor shut off device as a water conservation measure. (PK, PK-22)
28. At time of submittal to the Building and Engineering Division for plan check, Developer's Landscape Architect or Architect shall provide the City with written confirmation that they

have reviewed the civil engineering construction drawings and that the NPDES requirements are not in conflict with meeting the City's landscape requirements. (PK, PK-23)

29. Developer shall include a note on the Landscape Plans submitted to the Building and Engineering Division for a building permit that "all landscaping and irrigation comply with Ordinance No. 2822, which adopted the City of Oxnard Landscape Water Conservation Standards, and applicable water conservation requirements of the State of California". (PK, PK-24)

LANDSCAPE SPECIAL CONDITIONS

30. Final landscape plans and specifications for planting and irrigation shall be prepared by a Landscape Architect registered in the State of California. Stamp should appear on all plans.
31. Landscape and irrigation plans must show a vine and water line to serve the vine that will be planted against the new walls facing the alley and F Street.
32. Platanus Acerifolia/ London Plane is the existing street tree on "F" Street and must be planted in accordance with the approved landscape plan. Landscape plan submitted for plan check shall include a diagram illustrating root barrier protection at curb and sidewalk.
33. Any transformer equipment box must be identified on the landscaped plan and shall be screened with planting. Plants and sizes to be identified on final landscape plans.
34. Prior to issuance of a certificate of occupancy, the Developer shall install all landscaping improvements as per the approved plan, including improvements in the private backyard of each dwelling unit.
35. Developer shall install drought tolerant and California native friendly landscaping in the lawn areas of all front yards, street side yards, and interior yard areas.
36. Developer shall implement water conserving irrigation features. Landscape and irrigation plans will be reviewed prior to issuance of building permits.

FIRE DEPARTMENT STANDARD CONDITIONS

37. Developer shall construct the private driveway on the project property to be at least 20 feet wide. Developer shall mark curbs adjacent to designated fire lanes in parking lots to prohibit stopping and parking in the fire lanes. Developer shall mark all designated fire lanes in accordance with the California Vehicle Code. (FD/B, F-1)
38. All roof covering materials on the project property shall be of non-combustible or fire retardant materials approved by the Fire Chief and in compliance with the City Code. (FD, F-2)

39. Before the City issues building permits, Developer shall obtain the Fire Chief's approval of a plan to ensure fire equipment access and the availability of water for fire combat operations to all areas of the project property. The Fire Chief shall determine whether or not the plan provides adequate fire protection. (FD/DS, *F-3*)
40. At Developer's expense, Developer shall obtain two certified fire flow tests for the project property. The first test shall be completed before City approval of building plans and the second shall be completed after construction and prior to the issuance of a certificate of occupancy. A mechanical, civil, or fire protection engineer must certify the tests. Developer shall obtain permits for the tests from the Engineering Division. Developer shall send the results of the tests to the Fire Chief and the City Engineer. (FD/DS, *F-4*)
41. All structures on the project property shall conform to the minimum standards prescribed in Title 19 of the California Code of Regulations. (FD, *F-5*)
42. The project shall meet the minimum requirements of the "Fire Protection Planning Guide" published by the Fire Department. (FD, *F-6*)
43. At all times during construction, developer shall maintain paved surfaces capable of handling loads of 76,000 pounds which will provide access for fire fighting apparatus to all parts of the project property. (FD/DS, *F-7*)
44. Developer shall identify all hydrants, standpipes and other fire protection equipment on the project property as required by the Fire Chief. (FD, *F-8*)
45. The turning radius of all project property driveways and turnaround areas used for emergency access shall be a minimum of 48 feet outside diameter for a semi-trailer. (FD, *F-11*)
46. Developer shall provide automatic fire sprinklers as required by the City Code and shall contact the Fire Chief to ascertain the location of all connections. (FD, *F-12*)

FIRE DEPARTMENT SPECIAL CONDITIONS

47. Areas designated by the Fire Marshal as Fire Lanes shall be identified by a red curb and signage per the California Department of Motor Vehicles.
48. Before the City issues a certificate of occupancy, the developer shall install a Knox key vault at a location to be determined by the Fire Department.
49. "Click 2 Enter" enter radio frequency controls and key switch is required for all gates.
50. Fire sprinkler coverage is required for:

- a. Patios, overhangs, or any other projections that are 48 inches or more from the structure.
- b. Open areas beneath stairs that serve as habitable space or when that area is accessible for storage or has mechanical equipment.
- c. The protection of the forced air unit when located in the attic or other areas that are normally inaccessible.

POLICE DEPARTMENT STANDARD CONDITIONS

51. A condition of approval requires compliance with the Outdoor Lighting Code & Guidelines
 - a) Outdoor lighting shall comply with Title 24, Part 6, of the California Code of Regulations: California's Energy Efficiency Standards for Residential and Nonresidential Buildings.
 - b) Unless approved as a specific exception to this guideline, all outdoor lighting shall be flat lens, full cut-off fixtures with the light source fully shielded with the exceptions:
 - 1) Luminaires with a maximum output of 260 lumens per fixture, regardless of number of bulbs (equal to one 20-watt incandescent light), may be left unshielded provided the fixture has an opaque top to keep light from shining directly up.
 - 2) Luminaires that have a maximum output of 1,000 lumens per fixture, regardless of number of bulbs (equal to one 60-watt incandescent light) may be partially shielded provided the bulb is not visible, and the fixture has an opaque to keep light from shining directly up.
 - c) Oxnard City Code 16-320: Lighting within physical limits of the area required to be lighted shall not exceed seven foot-candles, nor be less than one foot-candle at any point. A light source shall not shine upon, or illuminate directly any surface other than the area required to be lighted. No lighting shall be of a type or in a location that constitutes a hazard to vehicular traffic, either on private property or on the abutting streets. The height of light standards shall not exceed 26 feet. To prevent damage from automobiles, standards shall be mounted on reinforced concrete pedestals or otherwise protected.
52. Exterior lighting of the site including parking areas shall be between 1 and 7 foot candles and shall be in harmony with existing adjacent lighting scheme.
53. Lighting instruments shall be LED type or similar in nature and spectrum (3,000K to 20,000K Correlated Color Temperature).
54. Lighting instruments shall be full cut-off and installed so that light does not directly illuminate property outside the project site. Instruments shall not create glare for motorists or pedestrians.
55. Lighting in private lane shall operate from dusk to dawn.
56. Garages shall be equipped with automatic garage door openers.
57. Each residence shall have a lighted street address fixture in front of the home and in the back next to garage door visible from the private lane driveway.

58. Landscape elements shall be arranged to provide clear lines of sight and eliminate potential places of concealment and dissuade the application of graffiti. Through the life of the project, the property shall be maintained to address these issues.
59. Developer/property owner shall inform owners via CC&Rs or HOA, or both, the provisions of Oxnard City Ordinance 7-100 through 7-106 as it applies to hosting loud parties or events and that should police respond to a disturbance multiple times, a service charge may be incurred of up to \$500.
60. Common areas with access control points shall utilize "Click 2 Enter" to provide first responder access.
61. CMU walls adjacent or visible from the public right-of-way shall have landscape elements in place that dissuades the application of graffiti. Creeping fig vine or similar plantings combined with shrubs that create a hedge are required.
62. Signs shall be posted all vehicular entrances in compliance with the California Vehicle Code 22658(a). Signs must be a minimum of 17 inches by 22 inches in size with lettering not less than 1 inch in height. Text shall meet the statutory requirements with language similar to: Unauthorized vehicles will be subject to removal at the vehicle owner's expense. Oxnard Police (805) 385-7600, [name and phone number of authorized tow company], per 22658(a) CVC.

HOA Rules or CC&Rs shall provide guidelines and procedures for residents in managing parking issues in the private alley.

63. Should an alarm system be installed in any residential unit, it shall be compliant with Oxnard City Code 11-95 through 11-100. Motion detection burglary or intrusion alarm systems shall utilize "Dual Technology" sensors capable of differentiating between human movement and non-human movement. HOA Rules or CC&Rs shall inform residents of the requirements of this condition and the City's Alarm Ordinance.
64. HOA Rules and CC&Rs shall provide guidelines and procedures for residents in managing parking issues in the private alley. These guidelines and procedures shall be consistent with the aforementioned conditions related to the private lane.

PLANNING DIVISION STANDARD CONDITIONS

65. Plans submitted by Developer with building permit applications shall show on the building elevation sheets all exterior building materials and colors, including product and finish manufacturer name, color name and number, and surface finish type (e.g. stucco with sand finish, plaster with smooth finish) to be used in construction. (PL/B, PL-1)
66. Any application for a minor modification to the project shall be accompanied by four copies of plans reflecting the requested modification, together with applicable processing

fees. (PL, *PL-2*)

67. Before the City issues building permits, Developer shall include a reproduction of all conditions of this permit as adopted by resolution of the Planning Commission and/or the City Council in all sets of construction documents and specifications for the project. (PL, *PL-3*)
68. Before the City issues building permits, Developer shall provide to the Planning Division Manager color photographic reductions (8 1/2" by 11") of full-size colored elevations and any other colored exhibit approved by the Planning Commission. Developer may retain the full-size colored elevations after the reductions are so provided. (PL, *PL-4*)
69. Developer may not modify any use approved by this permit unless the Planning Division Manager determines that Developer has provided the parking required by the City Code for the modified use. (PL, *PL-7*)
70. Plans submitted for plan check must show a front porch light fixture on the front elevation and a wall mounted lighting fixture on the garage elevation facing the private driveway.
71. During the plan check review process, the Developer shall provide a lighting plan that provides design details (light standards, light poles, etc.) and illumination site information within alleyways, pathways, streetscapes, and open spaces proposed throughout the development. An electrical engineer shall prepare the site lighting plan demonstrating that adequate lighting ranges will be provided throughout the development without creating light spillover, light pollution, or conflicts with surrounding factors such as tree locations, off-site or adjacent lighting. (PL)
72. Prior to issuance of building permits, the Developer shall demonstrate that light standards illustrated on conceptual lighting plan do not conflict with tree locations. Developer shall submit a plan showing both the lighting and landscape on the same sheet.
73. On-site lighting shall be of a type and in a location that does not constitute a hazard to vehicular traffic, either on private property or on adjoining streets. To prevent damage from vehicles, standards in parking areas shall be mounted on reinforced concrete pedestals or otherwise protected. Developer shall recess or conceal under-canopy lighting elements so as not to be directly visible from a public street. Developer shall submit a lighting plan showing standard heights and light materials for design review and approval of the Planning Division Manager. (PL/B, *PL-8*)
74. In order to minimize light and glare on the project property, all parking lot and exterior structure light fixtures shall be high cut-off type that divert lighting downward onto the property and shall not cast light on any adjacent property or roadway. (PL, *PL-9*)

75. Developer shall provide for dust control at all times during project property preparation and construction activities. (B/DS, *PL-13*)
76. Because of water limitations placed upon the City by its water providers, approval of this permit does not guarantee that the City will issue building permits. Issuance of building permits may be delayed as a result of implementation of a water conservation or allocation plan. (PL, *PL-15*)
77. Prior to issuance of building permits, the Developer shall pay a document imaging fee for the planning files in an amount calculated by planning staff at the time of building permit review based on fees then in effect. (PL/B, *PL-16*).
78. Developer shall participate in the City's Public Art Program by paying the Public Art fee prior to issuance of building permits, in accordance with City Council Resolution No. 14,124. (PL, *PL-50*)
79. Developer shall install all roof and building rain gutters and downspouts to integrate as closely as possible with building design elements, including matching adjacent building colors as closely as possible. Developer shall submit a plan and scheme for approval by the Planning Division Manager prior to issuance of building permits. (PL, *PL-18*)
80. Developer shall provide utility meters, mailboxes and address directories, placed in decorative cabinets and clustered for efficient access for residents and service persons. Developer shall coordinate placement and design of such items accordingly, with the Planning Division Manager, the appropriate utility service provider and the United States Postal Service, prior to issuance of building permits. (PL, *PL-19*)
81. Developer shall provide automatic garage door openers for all garages. (PL/B, *PL-20*)
82. Prior to issuance of fine grading plans, the Developer shall provide a decorative pavement/finish across both ends of the private driveway that is at least 12 feet wide at the driveway entrance and exit locations of the private lane. The details of the driveway feature shall be to the satisfaction of the Planning Division Manager.
83. Developer shall provide an outdoor rear patio concrete slab of at least 100 square feet at the slider or doorway providing access to the backyard. (PL/B, *PL-26*)
84. All residential dwelling unit developments shall include architectural articulation on all four sides of each unit. Such articulation shall include, but not be limited to, window treatment; trim and a variety of finishes matching front facades; and balconies, porches, and trellises. Developer shall submit elevations depicting such articulation to the Planning Division for approval prior to issuance of building permits. (PL, *PL-28*)
85. Prior to the close of escrow for each dwelling unit, the Developer shall provide the buyer with a written guarantee that the exterior finishes of the dwelling unit will remain in good

condition for at least five (5) years from the final building permit inspection and sign off. Developer shall provide a copy of the guarantee to Planning staff prior to final Planning Division inspection and sign off. (PL, *PL-29*)

86. The alley/private lane driveway shared amongst the property owners shall be provided with independent metered lighting with automatic daylight sensors for dusk to dawn lighting within driveway. The maintenance and replacement of independent metered lighting shall be the responsibility of the Homeowner's Association. Lighting maintenance responsibilities shall be provided in the CC&Rs for the development. (PL)
87. Street side yard walls shall be of decorative masonry construction. Building plans submitted must show wall details, including materials and finish. (PL/B, *PL-32*)
88. Developer shall establish a homeowner's association and the association shall be responsible for the maintenance of all common parking, landscape, and other areas held in common by the association and for the enforcement of Conditions Covenants & Restrictions related to property maintenance. (PL/DS, *PL-33*)
89. Developer shall construct each dwelling unit with separate utility systems and meters. Developer shall paint utility meter panels to match structures upon which it is located. Such panels shall be located to take advantage of screening (e.g. landscaping or other building elements) from public right-of-ways, to the maximum extent feasible. (DS/B, *PL-34*)
90. Developer shall include in all deeds for the project and in the Conditions Covenants & Restrictions a prohibition against parking of recreational vehicles over 20 feet long in the project. (CE/PL, *PL-35*)
91. Developer shall pay Quimby Fees (fees for park acquisition and improvement) before issuance of building permits. The amount of the fee shall be calculated by the Planning Division, and verified by the Parks Division at the time of payment. (PK/B, *PL-36*)
92. Developer shall post in the sales office of the project the latest City planning documents and maps that may affect the project and adjacent properties. At a minimum, this information shall include the 2030 Oxnard General Plan and General Plan Land Use Map showing all adjacent properties, a copy of the ordinances regulating the zone, and any specific plan that may apply to the project. Such documents may be purchased at cost from the Planning Division Manager. Developer shall require that all purchasers sign an affidavit declaring that they have familiarized themselves with the planning documents. Developer shall make such affidavits and planning information available for review upon reasonable request of the Planning Division Manager. (PL, *PL-38*)

PLANNING DIVISION SPECIAL CONDITIONS

93. Developer shall remove any and all graffiti from the project premises, including but not

limited to graffiti on building and/or walls, within 24 hours of its appearance. The surface of such affected areas shall be matched to blend in with the underlying colors and/or design, and shall not look like a paint patch. (PL)

94. Before the City issues building permits, the Developer shall provide a Graffiti Deterrent Plan, subject to approval of the Planning Division Manager. Such plan shall include such elements as clear film on windows and/or mirrors, as well as washable paint and sealers on the building and perimeter walls. (PL)
95. Before final inspection of the first dwelling, the Applicant shall submit a copy of the proposed Covenants, Conditions & Restrictions (CC&Rs) for review by the Planning Division
96. The proposed walls along the alley and on F Street must be of slump stone, split face rock, or have a stucco finish with color and finish to complement the design and colors of the dwelling they serve. The wall on lot 1 will have a maximum height of 6 feet, however it must step down in the front yard to comply with height requirements contained in Section 16-308 of the Oxnard City Code. Wall details must be included in the building permit plans submitted for plan check.
97. "No Parking" shall be painted with stenciled letters on the new wall for Lot 1 abutting the public alley.
98. The covenants, conditions, and restrictions (CC&R's) for the project must include a provision requiring residents of the project to keep garages accessible for parking of two (2) vehicles at all times and that parallel parking located on the private lane is restricted to that area next to the southern property line. The CC&R's shall clarify that guest parking is for the benefit of the entire project and not to be utilized for one specific property owner. The CC&R's shall reflect the accessory dwelling unit allowance on all lots with the exception of Lot 1 and reiterate the accessory dwelling unit conditions of approval denoted within this resolution of approval. Additionally, the CC&R's will have a provision informing property owners that these uncovered parallel parking spaces are for shared use amongst all residing in the project area. Therefore, no one property owner will have the exclusive use of these uncovered spaces on their lot.
99. All dwelling units shall be equipped with solar water heating and/or photovoltaic roof or wall equipment that will exceed Title 24 building code energy conservation requirements by at least 10%. Plans submitted for plan check must show this requirement.
100. Before final inspection, the Developer shall mark with white paint each tandem parking space along the southern property line. Stenciled lines must be at least 24 feet apart to accommodate parking for two vehicles on each lot except Lot 1 as shown in the approved plan.
101. The proposed click to enter gate system shall be subject to Planning Manager approval and

shall be a foot tall (sliding gate) and of similar design to the existing wrought iron fence that is presently located along the southern property line of the project site.

Accessory Dwelling Units

102. All lots with an accessory dwelling unit must be owner occupied. The property owner may reside in either the primary home or in the accessory dwelling. Yearly certification of residency is required in accordance with Section 16-467(K) of the City of Oxnard Zoning Ordinance. A provision in this regard must be included in the Covenants, Conditions, and Restrictions for the project and a Notice of Land Use Restriction notifying all future property owners of the City's regulations pertaining to accessory dwellings must be recorded on each lot with an accessory dwelling unit. A copy of recordation must be presented to the Planning staff prior to final inspection.
103. The accessory dwelling unit shall not be sold or offered for sale separately from the primary residence.
104. Pursuant to OCC 16-467(M) either the accessory dwelling unit or the primary residence may be rented but not both. Rental terms shall be 30 days or longer.
105. Lot 1 as shown on the approved site plan is not eligible for an accessory dwelling unit due to turning radius clearance for vehicles and trucks as they exit the private driveway.
106. As shown in the approved plan, the accessory dwelling unit is limited to one bedroom.

Air Quality

107. Developer shall ensure that all construction equipment is maintained and tuned to recommended manufacturer's specifications. (MND, C-1)
108. At all times during construction activities, Developer shall minimize the area disturbed by clearing, grading, earth moving, or excavation operations to prevent excessive amounts of dust. (MND, C-2)
109. During construction, Developer shall water the area to be graded or excavated prior to commencement of grading or excavation operations. Such application of water shall be at least twice per day and shall penetrate sufficiently to minimize fugitive dust during grading activities. (MND, C-3)
110. During construction, Developer shall control dust by the following activities:
 - a. All trucks hauling graded or excavated material offsite shall be required to cover their loads as required by California Vehicle Code §23114, with special attention to Sections 23114(b)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads.
 - b. All graded and excavated material, exposed soils areas, and active portions of the

construction site, including unpaved onsite roadways, shall be treated to prevent fugitive dust. Treatment shall include, but not necessarily be limited to, periodic watering, application of environmentally-safe soil stabilization materials, and/or roll-compaction as appropriate. Watering shall be done as often as necessary and reclaimed water shall be used whenever possible. (MND, C-4)

111. During construction, Developer shall post and maintain onsite signs, in highly visible areas, restricting all vehicular traffic to 15 miles per hour or less. (MND, C-5)
112. During periods of high winds (i.e. wind speed sufficient to cause fugitive dust to impact adjacent properties), Developer shall cease all clearing, grading, earth moving, and excavation operations to prevent fugitive dust from being a nuisance or creating a hazard, either onsite or offsite. (MND, C-6)
113. The Permittee shall comply with the provisions of applicable VCAPCD Rules and Regulations, which include but are not limited to, Rule 50 (Opacity), Rule 51 (Nuisance), Rule 55 (Fugitive Dust), and Rule 55.1 (Removal of Visible Roadway Accumulations). ((MND, C-7)
114. Developer shall mitigate air quality emissions associated with development of the subject site through a contribution to the City's Transportation Demand Management (TDM) program. Such fee shall be calculated at the time of building permit issuance in accordance with the Ventura County Air Quality Assessment Guidelines, as amended. Such fee shall be collected in full prior to building permit issuance. (MND, C-9)
115. Prior to grading permit approval, Developer shall include on the grading plans a reproduction of all conditions of this permit pertaining to dust control requirements. (PL)

Cultural Resources

116. Developer shall contract with a qualified archaeologist to conduct a Phase I cultural resources survey of the project site prior to issuance of any grading permits. The survey shall include: (1) an archaeological and historical records search through the California Historical Resources Information System at CalState Fullerton; and (2) a field inspection of the project site. Upon completion, the Phase I survey report shall be submitted to the Planning Division for compliance verification. A copy of the contract for these services shall be submitted to the Planning Division Manager for review and approval prior to initiation of the Phase I activities.

The contract shall include provisions in case any cultural resources are discovered onsite. In the event that any historic or prehistoric cultural resources are discovered, work in the vicinity of the find shall be halted immediately. The archaeologist shall evaluate the discovery and determine the necessary mitigations for successful compliance with all applicable regulations. Developer or its successor in interest shall be responsible for

paying all salaries, fees and the cost of any future mitigation resulting from the survey. (MND, E-1)

117. Developer shall contract with a Native American monitor to be present during all subsurface grading, trenching or construction activities on the project site. The monitor shall provide a weekly report to the Planning Division summarizing the activities during the reporting period. A copy of the contract for these services shall be submitted to the Planning Division Manager for review and approval prior to issuance of any grading permits. The monitoring report(s) shall be provided to the Planning Division prior to approval of final building permit signature. (MND, E-2)

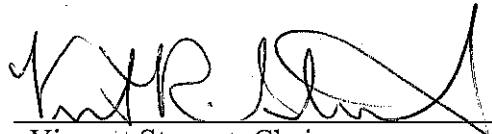
ENVIRONMENTAL RESOURCES DIVISION

118. To ensure that solid waste generated by the project is diverted from the landfill and reduced, reused or recycled, Developer shall complete and submit a "City of Oxnard C&D Environmental Resources Management & Recycling Plan" ("Plan") to the City for review and approval. The Plan shall provide that at least 50% of the waste generated on the project be diverted from the landfill. The Plan shall include the entire project area, even if tenants are pursuing or will pursue independent programs. The Plan shall be submitted to and approved by the Environmental Resources Division prior to issuance of a building permit. The Plan shall include the following information: material type to be recycled, reused, salvaged or disposed; estimated quantities to be processed; management method used; destination of material including the hauler name and facility location. Developer shall use the Plan form.
119. Developer shall follow the approved "City of Oxnard C&D Environmental Resources Management & Recycling Plan" and provide for the collection, recycling, and/or reuse of materials (i.e., concrete, wood, metal, cardboard, green waste, etc.) and document results during construction and/or demolition of the proposed project. After completion of demolition and/or construction, Developer shall complete and submit the "City of Oxnard C&D Environmental Resources Management & Recycling Report For Work Completed" ("Work Completed Report") and provide legible copies of weight tickets, receipts, or invoices for materials sent to disposal or reuse/recycling facilities. For other discarded or salvaged materials, Developer shall provide documentation, on the disposal facility's letterhead, identifying where the materials were taken, type of materials, and tons or cubic yards disposed, recycled or reused, and the project generating the discarded materials. Developer shall submit and obtain approval of the Work Completed Report prior to issuance of a certificate of occupancy.
120. Developer shall arrange for materials collection during construction, demolition, and occupancy with the City's Environmental Resources Division or Developer shall arrange for self-hauling. Regardless of hauling methods, all materials collected must be conveyed to the Del Norte Regional Recycling and Transfer Station.
121. Covenants, conditions and restrictions ("CC&Rs") shall be developed for the project that

require the homeowner's association to make provisions to divert at least 50% of the material through source reduction, recycling, reuse, and/or green waste programs. Developer shall submit a "City of Oxnard C&D Environmental Resources Management & Recycling Occupancy Plan" ("Occupancy Plan") to the City's Environmental Resources Division. An Occupancy Plan must be submitted and approved prior to issuance of a final inspection. The CC&Rs shall require the homeowner's association to submit to the Environmental Resources Division a "City of Oxnard C&D Environmental Resources Management & Recycling Occupancy Report" annually for approval on the anniversary date of the certificate of occupancy or at any such time that the facility's operational functions change significantly.

122. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a manner approved by the City Engineer.

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Oxnard on this 21st day of March, 2019.



Vincent Stewart, Chair

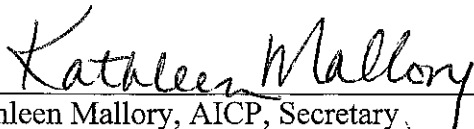
I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held on 21st day of March, 2019, and carried by the following vote:

AYES: Commissioner(s): Huber, Sanchez, Fuhring, Vice Chair Dozier,
Chair Stewart

NOES: Commissioner(s): Frank, Chua

ABSENT: Commissioner(s):

ABSTAIN: Commissioner(s):



Kathleen Mallory, AICP, Secretary

RESOLUTION NO. 2019-10

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING APPROVAL OF TENTATIVE SUBDIVISION MAP TRACT NO. 6010 (PLANNING AND ZONING PERMIT NO. 18-300-09), TO SUBDIVIDE A VACANT 1.09 ACRE PARCEL LOCATED ON THE 700 BLOCK OF DORIS AVENUE (APN 200-0-291-325) INTO SEVEN RESIDENTIAL LOTS, SUBJECT TO CERTAIN CONDITIONS. FILED BY BLAKE RASMUSSEN, 26500 WEST AGOURA ROAD #652, CALABASAS, CA 91302 ON BEHALF OF JAMES RASMUSSEN, THE PROPERTY OWNER

WHEREAS, on March 21, 2019 the Planning Commission of the City of Oxnard has considered the tentative subdivision map tract no. 6010 (Planning and Zoning Permit No. 18-300-09), filed on July 19, 2018 by Blake Rasmussen in accordance with Chapter 15 of the Oxnard City Code; and

WHEREAS, said tentative map was referred to various public utility companies, City departments and the Development Advisory Committee for recommendations; and

WHEREAS, on March 21, 2019, the Planning Commission finds the tentative map conforms to the City's General Plan and elements thereof; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA), the proposed subdivision was analyzed for possible environmental impacts and found to be exempt from further CEQA review per Section 15332, Class 32 "In Fill Development"; and

WHEREAS, the Planning Commission finds that the applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this resolution as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit or live in this subdivision in particular.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF OXNARD:

SECTION 1. Based on the entire record before the Planning Commission and all written and oral evidence presented, including the Planning Commission Staff Report and all attachments thereto, the Planning Commission finds:

1. **The proposed Subdivision is consistent with the City of Oxnard 2030 General Plan.**
The project site's General Plan designation of 'Residential Low' is consistent with the 2030 General Plan.

2. **The proposed Subdivision will not adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare.**

The proposed Project involves the subdivision of land into seven lots and construction of a single-family home on each lot with a possible accessory dwelling unit and other onsite and public infrastructure improvements. The subdivision aspect of the Project complies with all applicable provisions of the Oxnard City Code, including Chapter 15 and development will be conditioned to comply with applicable Building and Fire Codes.

3. **The site for the proposed Subdivision is adequate in size and shape to accommodate the setbacks, parking, landscaping, and other City standards except as may be specifically excepted by the special findings and conditions of this Resolution.**

The zoning of the Project site is 'Single-Family Residential – Planned Development' and as proposed the lots are adequate in size and shape to accommodate building size, parking, landscaping, and other applicable development standards of the underlying zone. In accordance with Oxnard City Code Section 16-271, the Project is requesting an increase of 2 feet 2 inches in the maximum building height allowed; a 25% reduction in the interior yard space and a 25% reduction in lot width. The size of the proposed lots would comply with the minimum requirement of 6,000 square feet.

4. **The site for the proposed Subdivision is served by streets and highways adequate in width and structure to carry the type of and quantity of traffic such use will generate.**

The proposed Project was reviewed by the City's Traffic Engineer and does not meet the criteria to require a traffic study, because the Project involves less than 90 residential dwellings and the site is surrounded by urban development and will be served by the existing street system.

5. **The site for the proposed Subdivision will be provided with adequate sewerage, water, fire protection and storm drainage facilities.**

The proposed Project was reviewed by the City's Development Advisory Committee and conditioned to comply with applicable City requirements related to utility services. As proposed the Project site will be provided with adequate sewerage, water, fire protection, and storm drainage facilities.

SECTION 2. The Planning Commission, in accordance with the California Environmental Quality Act (CEQA), determines that the Project is exempt from further CEQA review, per Section 15332, Class 32.

SECTION 3. Based on the findings set forth herein and the Staff Report and all attachments thereto, the Planning Commission hereby recommends approval to the City Council

Planning and Zoning Permit No. 18-300-09 (Tentative Tract Map 6010), subject to the attached conditions of approval.

SECTION 4. The recommendation of the Planning Commission shall be final unless an appeal of the action is filed in accordance with the provisions of Section 15-25 (B) of the City's Subdivision Ordinance.

CONDITIONS OF APPROVAL FOR SUBDIVISION MAPS

Note: The abbreviations below identify the City department or division responsible for determining compliance with these standard conditions. The first department or division listed has responsibility for compliance at plan check, the second during inspection and the third at final inspection, prior to issuance of a certificate of occupancy, or at a later date, as specified in the condition. If more than one department or division is listed, the first will check the plans or inspect the project before the second confirms compliance with the condition. The italicized code at the end of each condition provides internal information on the source of each condition: Some are standard permit conditions (e.g. *G-1*) while some are taken from environmental documents (e.g. *MND-S2*).

DEPARTMENTS AND DIVISIONS			
CA	City Attorney	PL	Planning Division
DS	Dev Services/Eng Dev/Inspectors	TR	Traffic Division
PD	Police Department	B	Building Plan Checker
SC	Source Control	FD	Fire Department
PK	Landscape Design	CE	Code Compliance

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, *G-1*).
2. This permit is granted for the plans dated February 25, 2019 ("the plans") on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning and Environmental Services Manager ("Planning Manager") or a major modification to the plans is approved by the Planning Commission. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A major modification shall be required for substantial changes or increases in such items. (PL, *G-2*)

3. This permit shall automatically become null and void 36 months from the date of its issuance, unless Developer has diligently developed the proposed project, as shown by the issuance of a grading, foundation, or building permit and the construction of substantial improvements. (PL, G-3)
4. All required off-site and on-site improvements for the project, including structures, paving, and landscaping, shall be completed prior to occupancy unless the Development Services Manager allows Developer to provide security or an executed agreement approved by the City Attorney to ensure completion of such improvements. (DS, G-4)
5. By commencing any activity related to the project or using any structure authorized by this permit, Developer accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein. (CA, G-5)
6. Developer agrees, as a condition of adoption of this resolution, at Developer's own expense, to indemnify, defend and hold harmless the City and its agents, officers and employees from and against any claim, action or proceeding to attack, review, set aside, void or annul the approval of the resolution or any condition attached thereto or any proceedings, acts or determinations taken, done or made prior to the approval of such resolution that were part of the approval process. (CA, G-6)
7. Any covenants, conditions, and restrictions (CC&Rs) applicable to the project property shall be consistent with the terms of this permit and the City Code. If there is a conflict between the CC&Rs and the City Code or this permit, the City Code or this permit shall prevail. (CA, G-7)
8. Developer shall complete the "Notice of Land Use Restrictions and Conditions" form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, Developer shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL, G-8)
9. Developer shall provide off-street parking for the project, including the number of spaces, stall size, paving, striping, location, and access, as required by the City Code. (PL/B, G-9)
10. Developer shall obtain a building permit for any new construction or modifications to structures, including interior modifications, authorized by this permit. (B, G-11)
11. Developer shall not permit any combustible refuse or other flammable materials to be burned on the project property. (FD, G-12)

12. Developer shall not permit any materials classified as flammable, combustible, radioactive, carcinogenic or otherwise potentially hazardous to human health to be handled, stored or used on the project property, except as provided in a permit issued by the Fire Chief. (FD, *G-13*)
13. If Developer, owner or tenant fails to comply with any of the conditions of this permit, the Developer, owner or tenant shall be subject to a civil fine pursuant to the City Code. (CA, *G-14*)
14. Prior to issuance of building permits, Developer shall correct all violations of the City Code existing on the project property for which the Code Compliance Division has open cases. (PL, *G-15*).

PLANNING SPECIAL CONDITIONS

15. An approved tentative map shall expire thirty-six (36) months after its approval, unless an extension is applied for and approved by the City Council pursuant to Section 15-46 of the City Code. (PL)
16. Prior to certificate of occupancy, the Applicant shall pay all applicable Transportation Demand Management fees associated with the development.

DEVELOPMENT SERVICES DIVISION STANDARD CONDITIONS

17. Developer shall pay plan check and processing fees in effect at the time of construction plan submittal and shall pay development fees, encroachment permit fees, and other applicable fees in effect at permit issuance. (DS-1)
18. Developer shall have the site improvement plans prepared using standard Development Services Division format(s) by a civil engineer licensed in the State of California. The plans shall incorporate recommendations from soil engineering and geology reports. Prior to issuance of a grading permit, improvement plans must be approved by the City Engineer and ink-on-mylar plans filed with the Development Services Division. (DS-3)
19. Developer shall submit improvement plans and drainage calculations demonstrating that storm drain runoff from the project property and all upstream areas will be safely conveyed to an approved drainage facility. The design and conveyance route shall be compatible with the City's Master Plan of Drainage and shall be approved by the City Engineer prior to approval of improvement plans. (DS-4)
20. Developer shall protect building pads from inundation during a 1% chance (100-year) storm. (DS-5)

21. Developer shall replace all broken, uplifted, or missing curb, gutter, or sidewalk along the street frontage(s) of the project. (DS-6)
22. Each structure shall be served by separate sewer and water services in accordance with City Code. (DS-8)
23. Developer's site improvement plans shall include an on-site sewer plan. (DS-10)
24. Developer shall provide fire hydrants such that all points of all structures are within one hundred fifty (150) feet of a fire hydrant, or as otherwise approved by the Fire Department. Fire hydrant line improvements shall be designed in accordance with City standards and shown on the civil site improvement plans prior to issuance of a site improvement/grading permit. Developer shall provide the City with an easement over onsite waterlines using standard City format. (DS-11)
25. Developer shall install on-site and off-site electric, cable, telephone and similar utility service laterals underground in accordance with City ordinances in effect at the time City issues a building permit. Services shall be installed underground to the nearest suitable riser pole as determined by the appropriate utility service provider. (DS-12)
26. Developer shall enter into an agreement, approved as to form by the City Attorney, to install and construct all public improvements required by this permit and by the City Code. Developer shall post security satisfactory to the Finance Director, guaranteeing the installation and construction of all required improvements within the time period specified in the agreement or any approved time extension. (DS-14)
27. A California licensed civil engineer shall prepare the public improvement plans and documents for this project in accordance with City standards and shall submit all such plans to the City Engineer. Submittal shall include, but not necessarily be limited to, grading, street, drainage, sewer, water and other appurtenant improvement plans, construction cost estimates, soils reports, and all pertinent engineering design calculations. City will not approve a parcel map or final map nor issue a grading, site improvement or building permit until the City Engineer has approved all improvement plans. (DS-15)
28. Prior to issuance of a site improvement permit, Developer shall provide to the Development Services Division a compact Disc (CD) containing digital copies of all project maps, address map, and/or civil improvements drawings in DWG format. Prior to improvement bond release, Developer shall provide an updated CD containing all changes that occur during construction. (DS-16)
29. Developer agrees, as a condition of approval of this resolution, to indemnify, defend and hold harmless, at Developer's expense, City and its agents, officers and employees from and against any claim, action or proceeding commenced within the time period provided

for in Government Code Section 66499.37, to attack, review, set aside, void or annul the approval of this resolution or to determine the reasonableness, legality or validity of any condition attached thereto. City shall promptly notify Developer of any such claim, action or proceeding of which City receives notice, and City will cooperate fully with Developer in the defense thereof. Developer shall reimburse City for any court costs and attorney's fees that City may be required to pay as a result of any such claim, action or proceeding. City may, in its sole discretion, participate in the defense of any such claim, action or proceeding, but such participation shall not relieve Developer of the obligations of this condition. Developer's acceptance of this resolution or commencement of construction or operations under this resolution shall be deemed to be acceptance of all conditions thereof. (DS-18)

30. Developer shall remove graffiti from the project, including graffiti on offsite public infrastructure under construction by Developer, within 24 hours of its appearance. If Developer fails to remove graffiti in accordance with this condition, the City may at the discretion of the Development Services Manager issue a stop work order until such time as the graffiti is removed. (DS-20)
31. The conditions of this resolution shall prevail over all omissions, conflicting notations, specifications, dimensions, typical sections, and the like, that may or may not be shown on the improvement plans. (DS-21)
32. Developer shall pay the cost of all inspections of on-site and off-site improvements. (DS-22)
33. Developer shall be responsible for all project-related actions of Developer's employees, contractors, subcontractors, and agents until City accepts the improvements. (DS-23)
34. Prior to beginning construction, Developer shall designate in writing an authorized agent who shall have complete authority to represent and to act for Developer. The authorized agent shall be present at the work site whenever work is in progress. Developer or the authorized agent shall make arrangements acceptable to City for any emergency work. When City gives orders to the authorized agent to do work required for the convenience and safety of the general public because of inclement weather or any other cause, and the orders are not immediately acted upon by the authorized agent, City may do or have such work done by others at Developer's expense. (DS-24)
35. Prior to approval of the final map or parcel map, Developer shall provide the City Engineer with written evidence from the Ventura County Clerk's Office that Developer has executed and filed with the Clerk all certificates, statements and securities required by Government Code Sections 66492 and 66493. (DS-26)
36. "Standard Specifications for Public Works Construction" latest edition (including modifications thereto by City) and applicable City Standard Plates and Design Criteria

shall be the project specifications, except as noted otherwise on the approved improvement plans. City reserves the right to upgrade, add to, or revise these specifications and plans and all other City ordinances, policies, and standards. If the improvements required of this project are not completed within 12 months from the date of City's approval of the improvement plans, Developer shall comply with and conform to any and all upgraded, additional or revised specifications, plans, ordinances, policies and standards. (DS-27)

37. Developer shall retain a California licensed Civil Engineer to ensure that the construction work conforms to the approved improvement plans and specifications and to provide certified "as-built" plans after project completion. Developer's submittal of certified "as-built" plans is a condition of City's final acceptance of the project and release of any associated security. (DS-29)
38. All grading shall conform to City's standard grading notes, City Code, and recommendations of Developer's soils engineer as approved by the City Engineer. (DS-30)
39. Developer shall construct sufficient drainage facilities concurrent with rough grading operations to mitigate any potential flooding or erosion affecting adjacent properties and public rights-of-way. (DS-31)
40. Developer shall design all slopes steeper than 5 (horizontal) to 1 (vertical) with a minimum 18 inch wide level area (at both top and bottom of slope) where it adjoins a wall, fence, sidewalk, trail, curb or similar improvement. (DS-32)
41. Prior to issuance of a site improvement permit, Developer shall provide to the City Engineer easements or written consent (as determined appropriate by the Development Services Director) from all affected landowners for any diversion of historical flows or change in drainage conditions caused by the project. (DS-36)
42. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a manner approved by the City Engineer. (DS-38)
43. Developer shall dedicate to the City all water rights for the project property by title sheet dedication on the final map or parcel map. (DS-39)
44. Developer shall install water mains, fire hydrants and water services in conformance with City standard plates, design criteria and specifications as directed by the City Engineer. (DS-41)
45. Developer shall install adequately sized water services and meters to each lot or unit in accordance with City standards in effect at the time of building permit issuance. There shall be no interconnections between structures. (DS-42)

46. Developer shall install City approved backflow prevention devices for water connections if so ordered by the City Engineer. (DS-45)
47. Prior to designing the water system for the project, Developer shall have a certified fire flow test performed to determine existing water pressure and flow characteristics. The water system shall be designed to allow for a 10 psi drop in the static water pressure measured during the fire flow test. After construction and before City issues a certificate of occupancy, the City Engineer may require a second test. Developer shall obtain permits from the City Engineer prior to performing tests. Developer shall have all tests certified by a mechanical, civil, or fire protection engineer and provide written results of all tests to the City Engineer. (DS-47)
48. Developer shall dedicate and improve to City standards all sidewalks, parkways, streets, alleys, utilities and street appurtenances as directed by the Development Services Director. City will name all streets in accordance with adopted City guidelines. (DS-49)
49. Street and road improvements shall conform to City standard plates, design criteria and policies. Improvements shall include upgrading of existing pavement along the project frontage to City standards by removing and replacing or overlaying, as directed by the City Engineer. (DS-51)
50. Developer shall install all water, gas, sewer, storm drain, electrical, cable television, and telephone lines before any paving is placed. (DS-54)
51. Prior to release of the final map or parcel map for recordation, Developer shall provide the City Engineer with a 100-scale base map for addressing purposes. The map shall be drawn on 18-inch by 24-inch mylar and shall show the standard address map title block, north arrow, street names, tract number, phase boundary and lot numbers. The City will assign all addresses. (DS-56)
52. Prior to release of the final map or parcel map for recordation, Developer shall post security satisfactory to the City Attorney guaranteeing that all survey monuments will be set as required by the Government Code and the City Code. (DS-57)
53. Developer shall submit a street lighting plan as a part of the civil improvement plans. Developer shall install streetlights in accordance with the plan. (DS-60)
54. Developer shall be responsible for and bear the cost of replacement of all existing survey monumentation (e.g., property corners) disturbed or destroyed during construction, and shall file appropriate records with the Ventura County Surveyor's Office. (DS-64)
55. Prior to issuance of building permits, Developer shall record a final map or parcel map. (DS-65)

56. Developer shall provide three City refuse containers for each lot or unit. An alternative number of containers may be approved by the Environmental Resources Division. (DS-67)
57. Developer shall construct a 9 foot by 3 foot level concrete pad for storage of three refuse containers in the side yard area or other location approved by the Development Services Manager that is out of view from the street. The storage location shall not be within the garage. Developer shall construct a paved path from the storage location to the street (or other assigned pickup area) that does not require entering the garage. All gates or doors along the path shall be constructed with a minimum of 36 inches of clear space to allow passage of the containers. Storage location and path shall be shown on the fine grading plans. (DS-68)
58. Developer shall provide adequate vehicle sight distance as specified by CalTrans specifications at all driveways and intersections. (TR-71)

STORMWATER QUALITY CONDITIONS

59. Developer shall design project to minimize degradation of stormwater quality by complying with the applicable sections of the Los Angeles Regional Water Quality Control Board's municipal separate storm sewer system ("MS4") permit (Order R4-2010-0108 including all revisions) for new development and redevelopment projects. Developer shall submit stormwater quality calculations and associated construction plans demonstrating compliance with the MS4 permit. Calculations shall generally be organized to follow the steps outlined in Chapter 2 of the 2011 Technical Guidance Manual for Stormwater Control Measures ("2011 TGM"). (DS-78)
60. Developer's stormwater quality calculations shall include site specific analysis and recommendations from a geotechnical engineer, and if applicable, a landscape architect for design and implementation of stormwater treatment and infiltration devices. Geotechnical Engineering analysis and recommendations shall include, but not necessarily be limited to, determination of site specific soil infiltration rates, depth to permeable soil layers, methods to reach permeable soil layers, appropriate compaction rates, recommendations to enhance infiltration, and other requirements of the 2011 TGM. Landscape architectural recommendations shall include, but not necessarily be limited to, suggestions regarding appropriate vegetation and soil amendments for vegetated infiltration devices. Project plans shall implement approved design recommendations. (DS-81)
61. Using forms provided by the Development Services Division, Developer shall submit a stormwater quality control measures maintenance and operations plan ("the Plan") for this project. If the BMPs implemented with this project include proprietary products that require regular replacement and/or cleaning, Developer shall provide proof of a contract with an entity qualified to provide such periodic maintenance. The property owner is

responsible for the long-term maintenance and operation of all BMPs included in the project design. Upon request by City, property owner shall provide written proof of ongoing BMP maintenance operations. No grading or building permit shall be issued until the Development Services Manager approves the Plan and Developer provides an executed copy of the City's stormwater covenant with the Plan included as an exhibit for recordation by the City. (DS-82)

62. Developer's stormwater quality control measures maintenance and operations plan shall include: 1) Requirement to clean on-site storm drains at least twice a year; once immediately before the first of October (the beginning of the rainy season) and once in January. The City Engineer may require additional cleaning; 2) Requirement to maintain parking lots free of litter and debris. Developer shall sweep sidewalks, drive aisles, and parking lots regularly to prevent the accumulation of litter and debris. When swept or cleaned, debris must be trapped and collected to prevent entry into the storm drain system. Developer may not discharge any cleaning agent into the storm drain system; 3) Requirement to label all on-site storm drain inlets with the message "Don't Dump - Drains to Ocean" in accordance with City standards. (DS-83)
63. Developer shall provide pre-treatment for all infiltration based stormwater quality Best Management Practices ("BMPs".) Pre-treatment devices must effectively reduce sediment load entering infiltration BMPs to minimize occlusion of underlying soils and reduce long term maintenance requirements and thereby maintain the infiltration capacity of the BMP. 2011 TGM compliant pre-treatment such as vegetated swales are an approved form of pre-treatment. Proprietary pre-treatment devices must be capable of removing 80% of 50 micron particles to be considered adequate pre-treatment. Typical catch basin inserts do not provide the sufficient sediment storage to provide pre-treatment. (DS-85)
64. Prior to issuance of a grading, building or demolition permit and prior to commencement of any clearing, grading or excavation, Developer shall provide evidence of assignment of a permit identification number by the California State Water Resources Control Board indicating submittal of a Notice of Intent (NOI) by the Developer in accordance with the NPDES Construction General Permit. Developer shall comply with all requirements of the General Permit and the Ventura Countywide MS4 Permit, including preparation of a Stormwater Pollution Prevention Plan (SWPPP). Developer shall keep the SWPPP updated to reflect current site conditions and a copy of the SWPPP shall be kept onsite and available for City or designated representative to review upon request. (DS-86)

DEVELOPMENT SERVICES DIVISION SPECIAL CONDITIONS

65. Developer shall remove the existing curb (no gutter exists) and sidewalk along the F Street frontage and replace them with a curb, gutter, and sidewalk layout that matches the existing improvements to the south of the project. Reconstruction shall include replacement of the existing access ramp at the southwest corner of the F Street/Doris Avenue intersection (DS).

66. Developer shall remove the existing sidewalk along the Doris Avenue frontage of the project and replace it with a 7-foot wide new curb-adjacent sidewalk constructed in accordance with City standards (DS).
67. Developer shall reduce the elevation difference between structure finished floor elevations and the adjacent roadway top of curb. Elevation difference shall be sufficient to protect structures from 100-year (1% chance) storm events but shall comply with maximum slopes indicated on City Standard plate 601 with modification as approved by the City Engineer based on site specific circumstances (DS).
68. Developer's engineer shall provide an evaluation of the Doris Avenue sidewalk crossing at the adjacent alley for compliance with current ADA standards. Developer shall perform any retrofit determined necessary by the City Engineer to meet current ADA requirements (DS).
69. Developer shall furnish and install an LED illuminated bus shelter, bus bench, trash receptacle, and bicycle rack at the location of the existing bus stop along the project frontage. The sidewalk shall be widened an additional 4-feet at the bus stop resulting in an 11-foot wide sidewalk for the 30-foot long bus stop. The final location, configuration, and specifications of the bus stop and furniture shall comply with City standards and is subject to approval of the City Traffic Engineer. (DS)
70. Developer shall install a minimum 8-inch diameter water main in Doris Avenue (primarily along the project frontage) connecting to the existing Doris Avenue water mains to the east and west of the project. (DS)
71. The proposed sewer improvements within the private driveway shall be constructed in compliance with City standards but shall be privately owned and maintained. Developer shall provide evidence of recordation of CC&Rs or a similar document that provides for ongoing maintenance of these facilities. (DS)
72. The percolation tests for this project shall include implementation of the reduction factor specified in the "Guidelines for Design, Investigation, and Reporting for Low Impact Development Stormwater Infiltration" published in the Administrative Manual of the County of Los Angeles Department of Public Works. This reduction factor is in addition to the safety factor specified in the Technical Guidance Manual. (DS)
73. Developer's geotechnical engineer shall perform percolation tests on the exposed bottom of all infiltration facilities immediately prior to facility construction and provide the City with a written opinion that the exposed soil layer is suitable for the proposed infiltration facility based on review of the existing geotechnical reports, percolation tests, infiltration facility design, and characteristics of the exposed soil layer. The report shall be reviewed

and approved by the project civil engineer. (DS)

74. Developer shall provide documentation that maintenance responsibilities associated with the stormwater quality devices constructed with this project have been included in the Homeowner's Association ("HOA") responsibilities and that costs of said maintenance have been included as a separate line item in the finance documents for the HOA. HOA maintenance responsibilities shall include, but not be limited to, implementation of the Stormwater Quality Control Measures Maintenance Program required by these conditions of approval. All maintenance costs are to be borne exclusively by the HOA. (DS)
75. Concurrent with submittal of grading/site improvement plans, Developer shall survey the location and depth of the potential nearby points of connection for the project sewer system and provide an engineering evaluation of the various alternatives. Evaluation shall include, but not necessarily be limited to, minimum pipe slope requirements, pipe capacity, and compliance with Health Code separation criteria as well as a preliminary pipe layout for each alternative. The evaluation shall also include a determination of the need to relocate the existing sewer main in the adjacent public alley based on interference with project improvements and meeting Health Code separation requirements. (DS)
76. Developer shall design and construct the private driveway entry from the adjacent public alley to accommodate City fire truck and trash truck turning movements. The final design is subject to approval of the City Traffic Engineer. (DS)
77. Developer shall install 'Click2Enter' or compatible entry system on all gates proposed for the private driveway. Gates shall be programmed to provide access for City refuse vehicles. (DS)
78. Developer shall retrofit all existing High Pressure Sodium (HPSV) cobra head street lights along both the Doris Avenue and F Street project frontages with equivalent LED cobra head lighting. Developer shall coordinate the retrofit with Southern California Edison (SCE) and obtain both SCE and City Traffic Engineer approval for the final design. (TR)

VENTURA COUNTY WATERSHED PROTECTION DISTRICT

79. The Project shall not increase storm runoff for any frequencies of storm events consistent with District policy and WP-2 Ordinance or, alternatively apply the City standard, whichever is most restrictive shall apply.

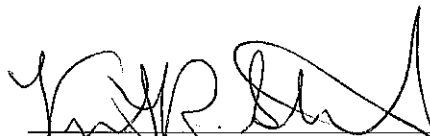
PASSED AND ADOPTED by the Planning Commission of the City of Oxnard on this 21st day of March, 2019, by the following vote:

AYES: Commissioners: Huber, Sanchez, Fuhling, Vice Chair Dozier, Chair Stewart

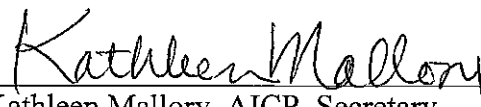
NOES: Commissioners: Frank, Chua

ABSENT: Commissioners:

ABSTAIN: Commissioners:



Vincent Stewart, Chairman

ATTEST: 
Kathleen Mallory, AICP, Secretary

Community Development Department

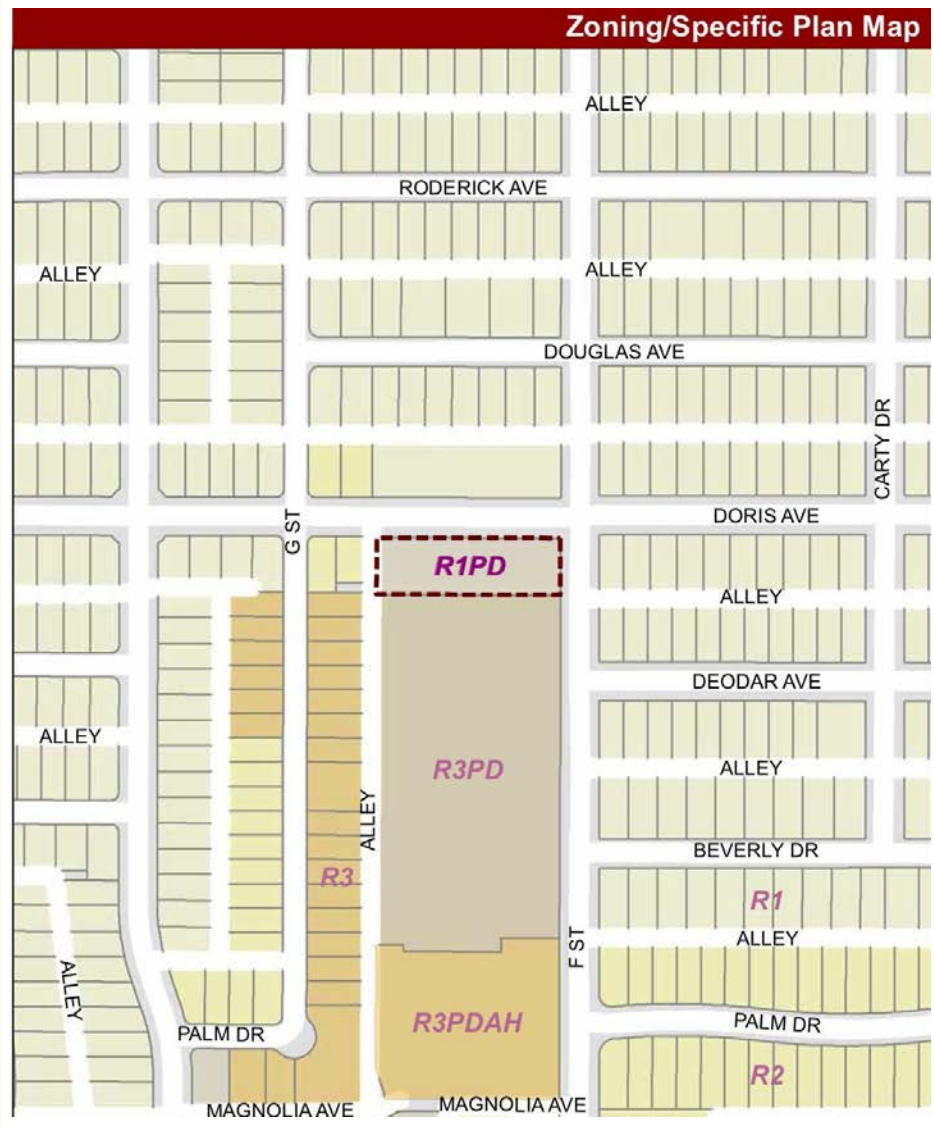
Planning & Zoning No. 18-500-10 (Special Use Permit); and Planning & Zoning No. 18-300-09 (Tentative Tract Map)

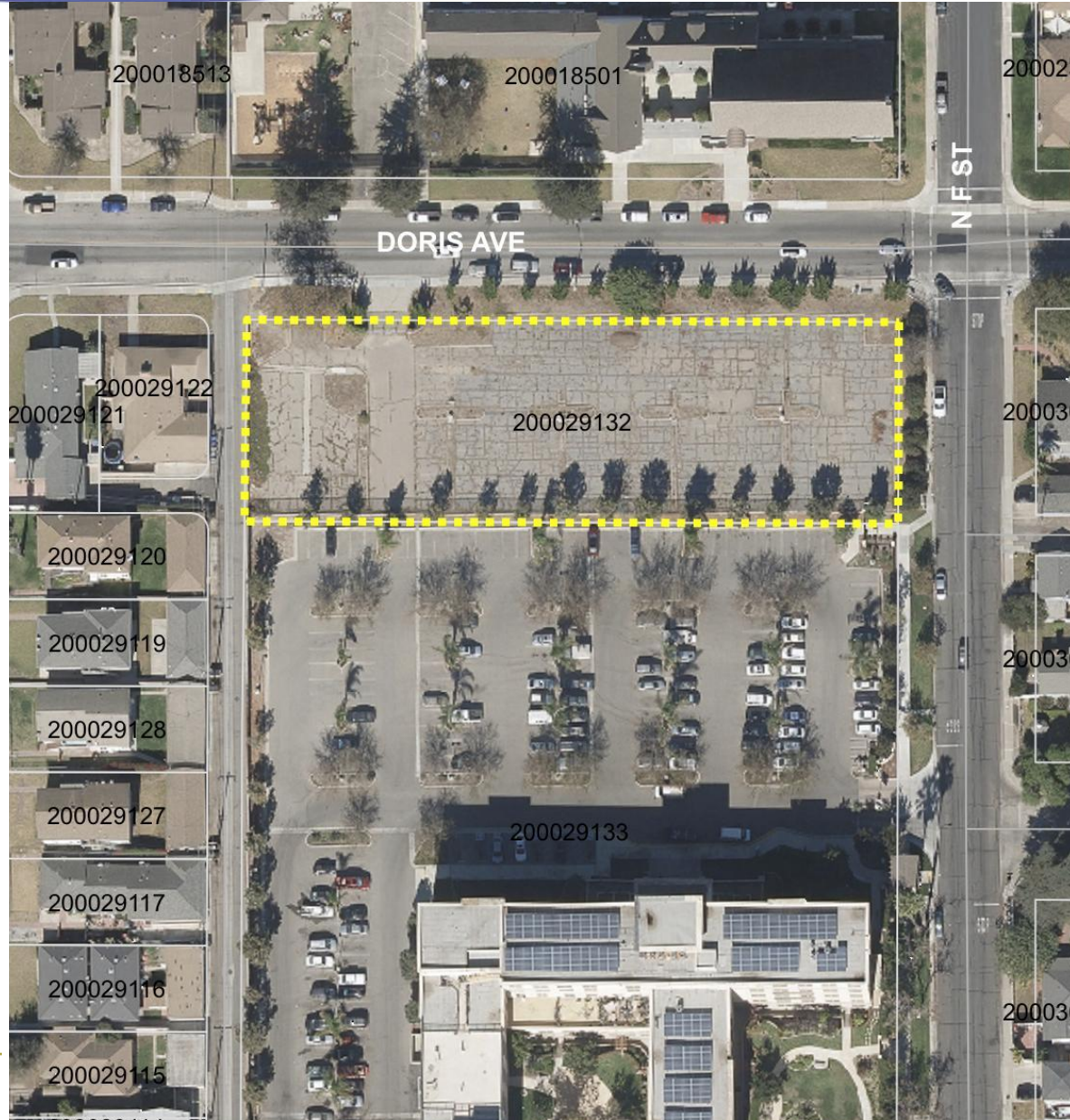
Jeffrey Lambert, Community Development Director
Veronica Ortiz-De Anda, Contract Planner

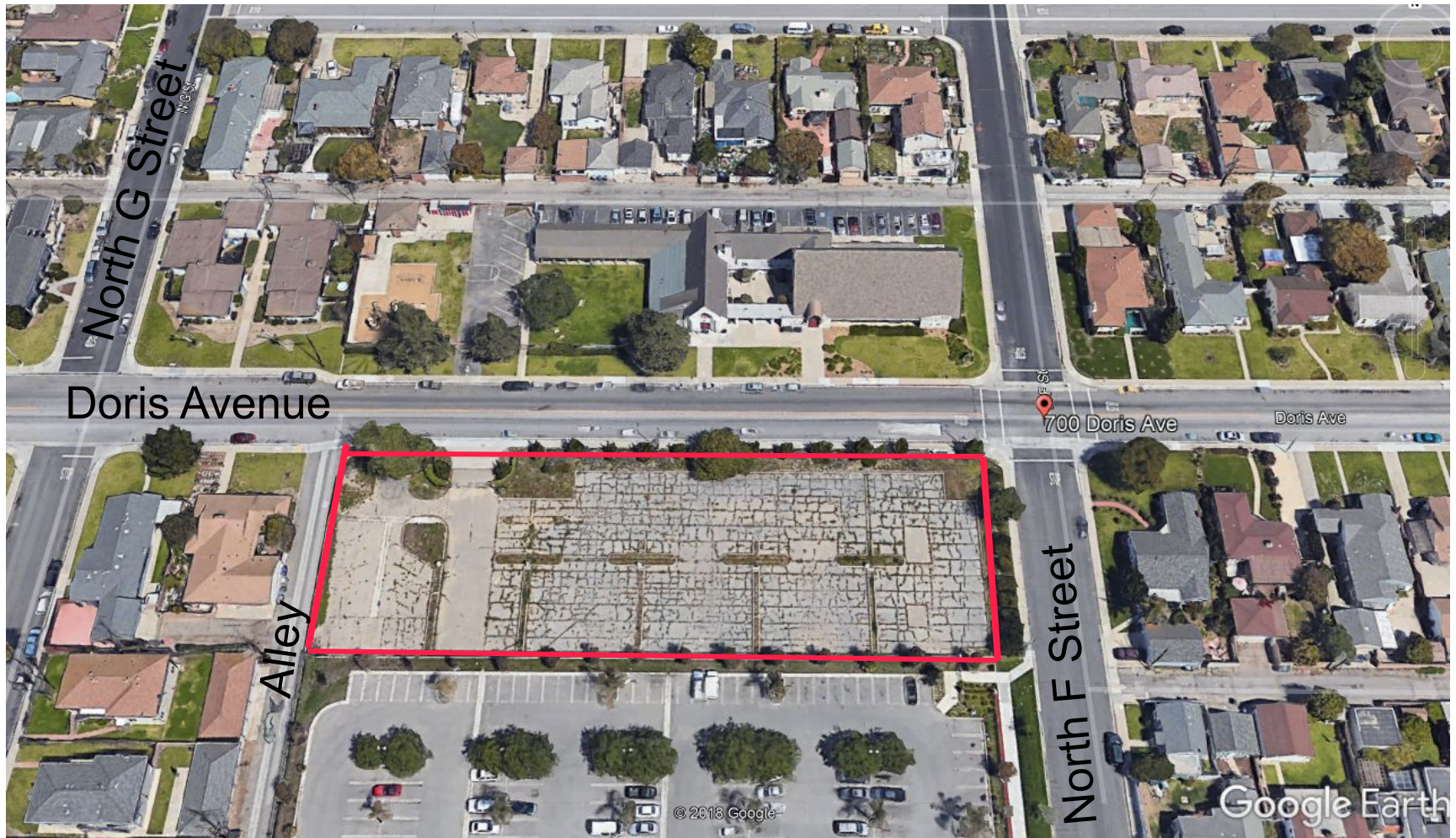
City Council Meeting
May 7, 2019

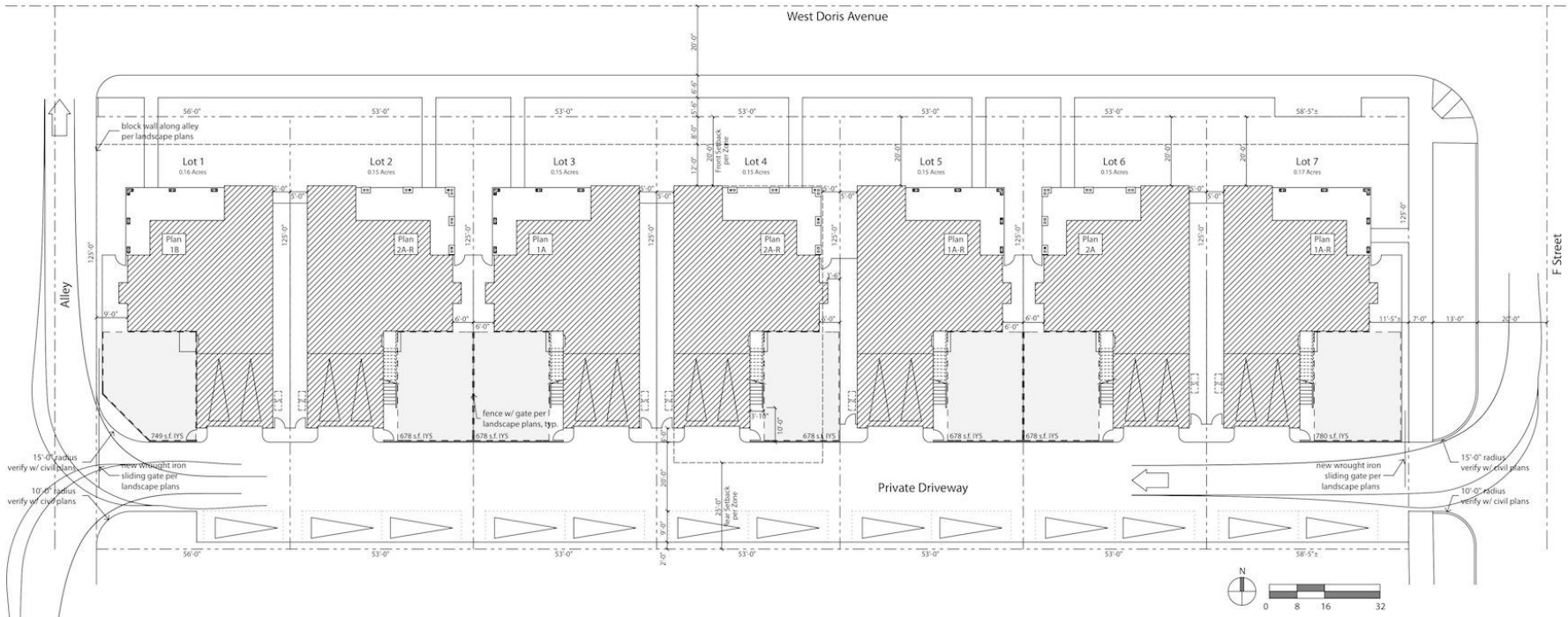
- Request to uphold Planning Commission's approval of a Special Use Permit/Planned Development Permit to construct seven (7) two story, 3 to 4 bedroom, single family homes; homes between 2,551 - 2,719 sq.ft. with an attached 2-car garage
 - Request for approval includes two modifications to development standards
- Request for approval to subdivide the 1.09 acre parcel into 7 residential lots from 6,200 – 6841 sq.ft.
- Buyers of six (6) units have the opportunity to have an accessory dwelling unit (692 sq.ft.) above the garage

- Access to garages and uncovered parking area via a private driveway lane at rear of dwellings
- Approval includes requirement for a homeowners association
- Planned Development Permit for:
 - reduction in interior yard space (backyard area) from 900 sq.ft. required to between 678 – 780 sq.ft.;
 - reduction in lot width - from 60 feet to 53 feet wide for interior lots; and 75 feet to 56 and 58 feet wide for corner lots
 - increase in building height to exceed by 2 feet, 2 inches was originally requested but withdrawn at the hearing.







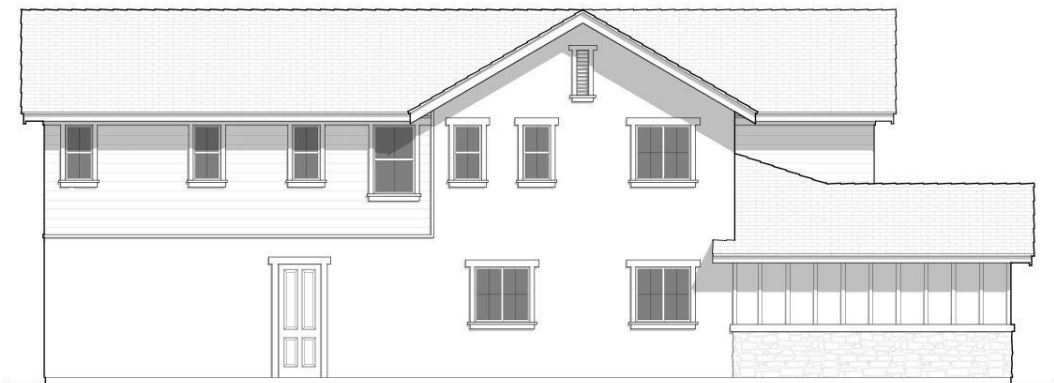




Right Elevation 2A
Scale: 1/4" = 1'-0"



Rear Elevation 2A
Scale: 1/4" = 1'-0"



Left Elevation 2A
Scale: 1/4" = 1'-0"



Front Elevation 2A
Scale: 1/4" = 1'-0"

West Pointe Homes

PROJ. 18-500-10, 18-300-09
SHEET 02/04
SHEET 02/04
SHEET 02/04
SHEET 02/04



Plan 1A-R
Material Scheme 1



Plan 2A
Material Scheme 2



Plan 1A-R
Material Scheme 3



Plan 2A-R
Material Scheme 4



Plan 1A
Material Scheme 5



Plan 2A-R
Material Scheme 6



Plan 1B
Material Scheme 7

Alley

10₃₄₆

Community Workshop held on Oct. 15, 2018:

- Lack of on street parking;
- Size/number of bedrooms;
- Traffic/circulation problem currently in the alleys with cars parking the alley and obstructing other vehicles; and
- Architectural style out of character with existing neighborhood

Wilson Neighborhood Council held on Nov. 5, 2018:

- Reiterated same as above but expressed concerns regarding home design

Applicant Revised Project To:

- Add on-site parking located along the rear property line to serve project residents and/or visitors;
- Reduce the number of bedrooms from 4-5 to 3-4;
- Incorporate an additional front elevation to provide variety in the front facade of the homes.

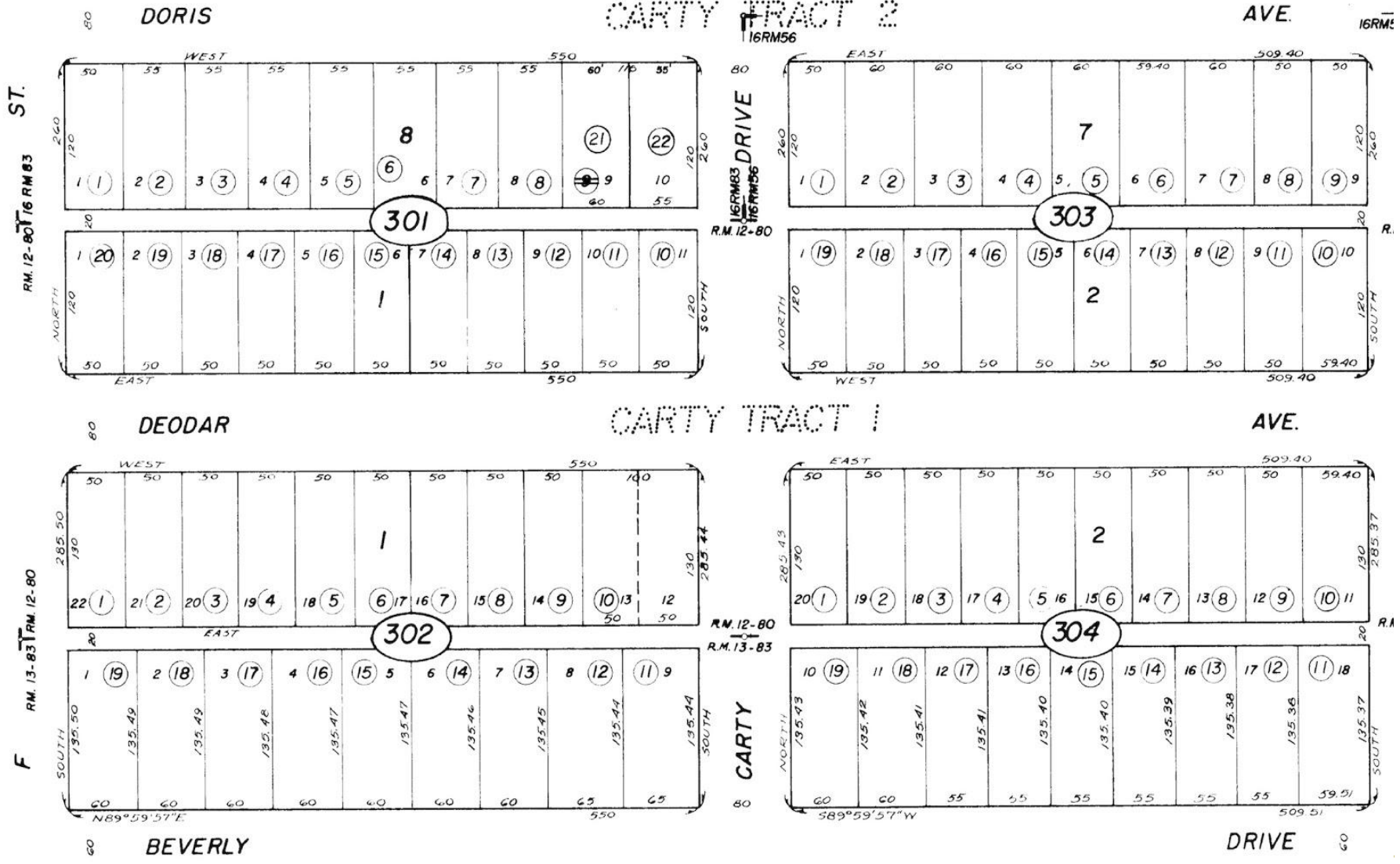
- On March 21, 2019, the Planning Commission approved the project by a 5-2 vote.
- Two votes opposing the project were based the number of dwellings proposed.
- The two commissioners preferred a project with 6 dwellings as opposed to 7 with no modifications to the Oxnard City Code.

- In-fill development less surrounded by urban development
- Site is less than 5 acres
- All utilities are in place to serve this project
- Exempt from California Environmental Quality Act / Section 15332, Class 32
- Consistent with 2030 General Plan Policies

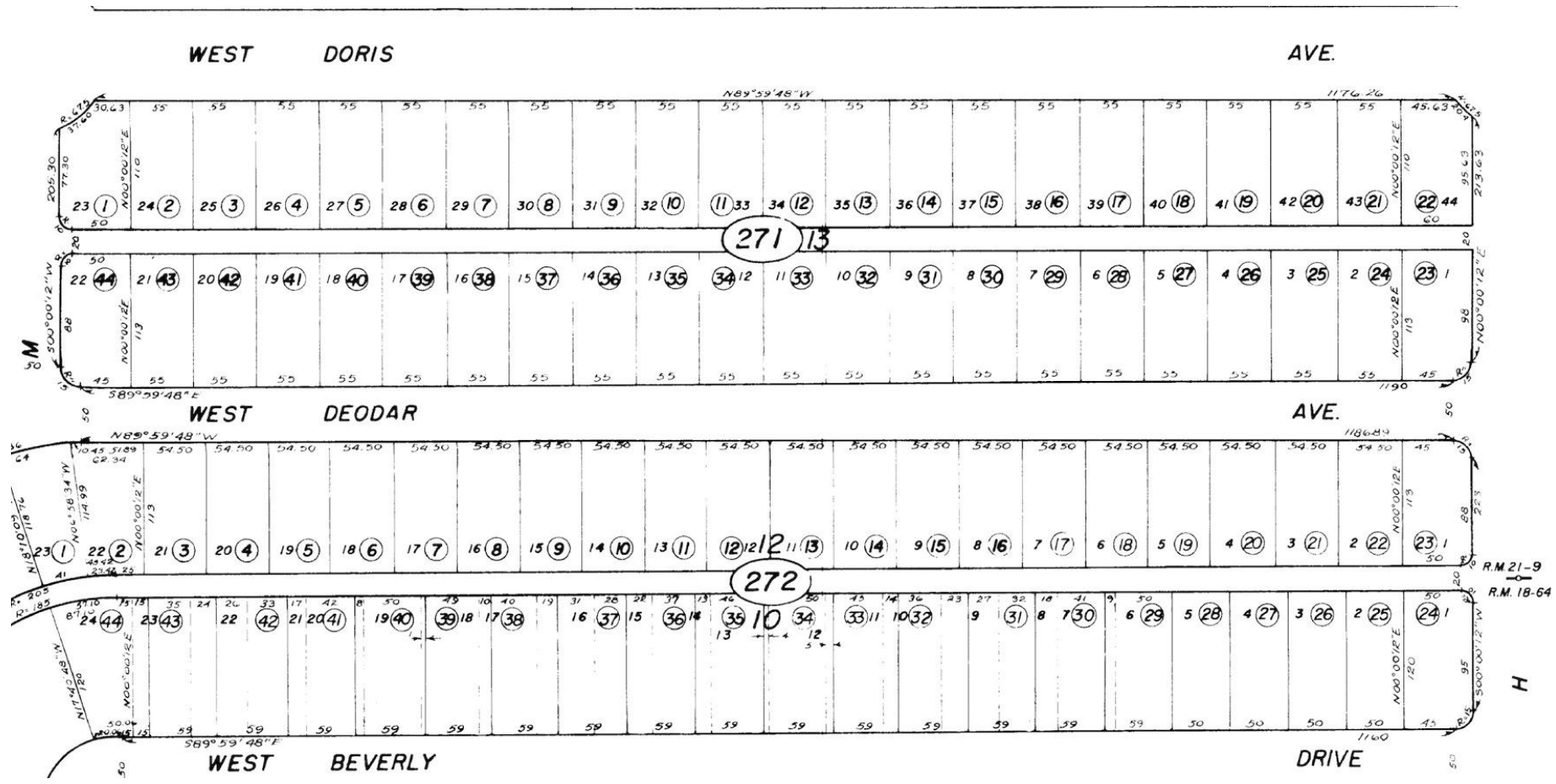
That the City Council:

1. Adopt a resolution upholding the Planning Commission's approval of Planning & Zoning Permit No. 18-500-10 (Special Use Permit), subject to certain findings and conditions.
2. Adopt a resolution approving Planning & Zoning Permit No. 18-300-09 (Tentative Tract Map), subject to certain findings and conditions.

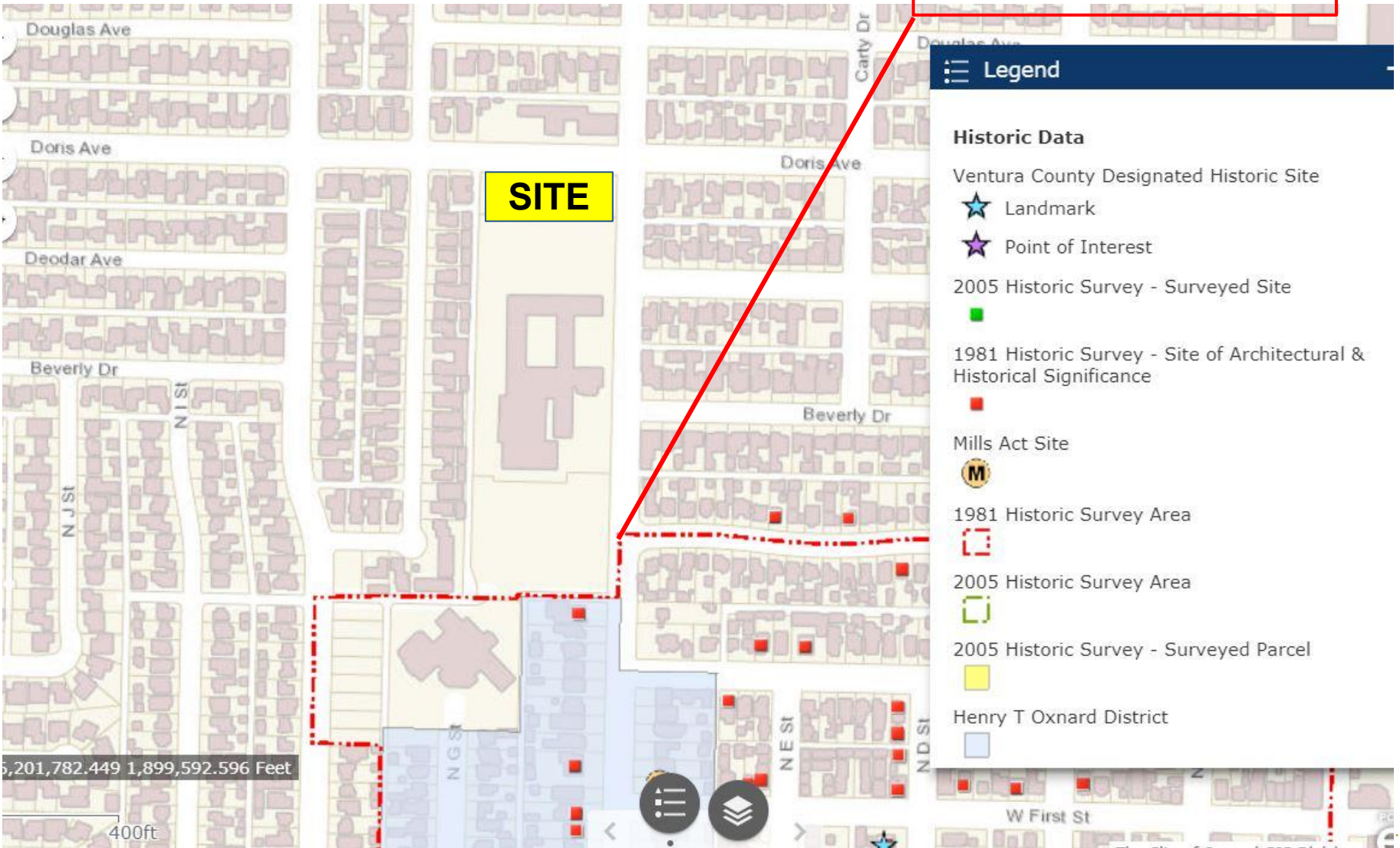
Tract Directly East of Project Site



Tract Directly West of Project Site



Site not located within historical district



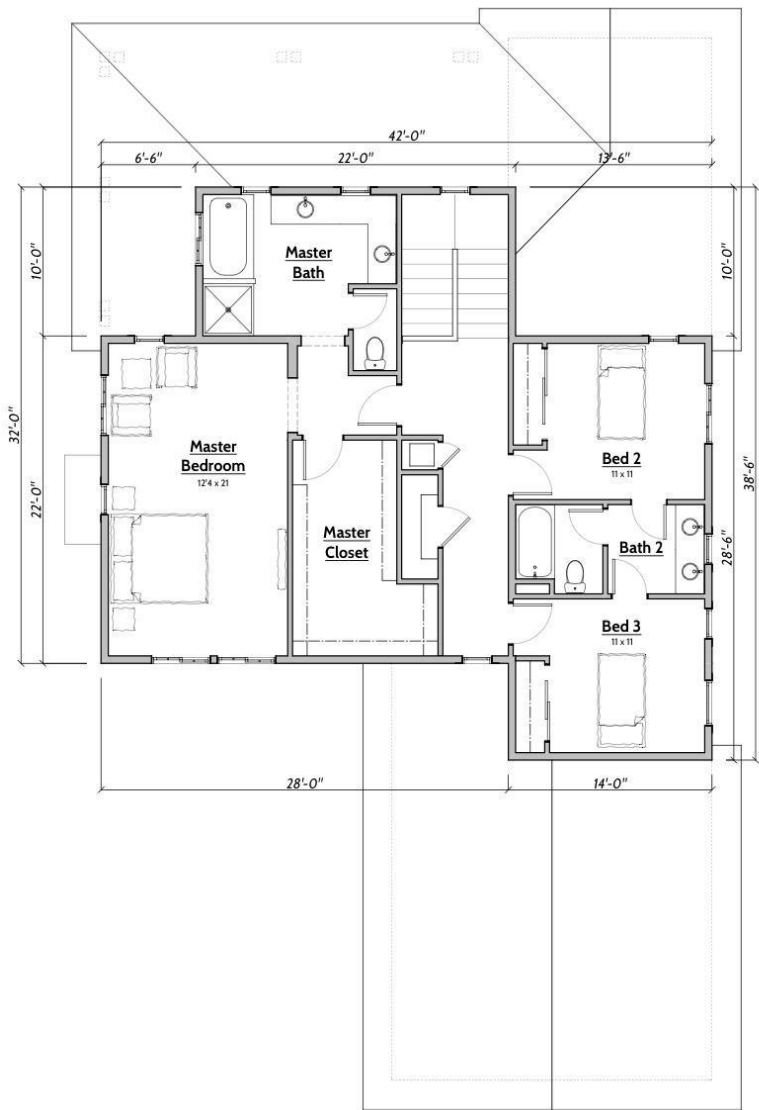
Surrounding Neighborhood

PZ 18-500-10, 18-300-09 Doris Avenue

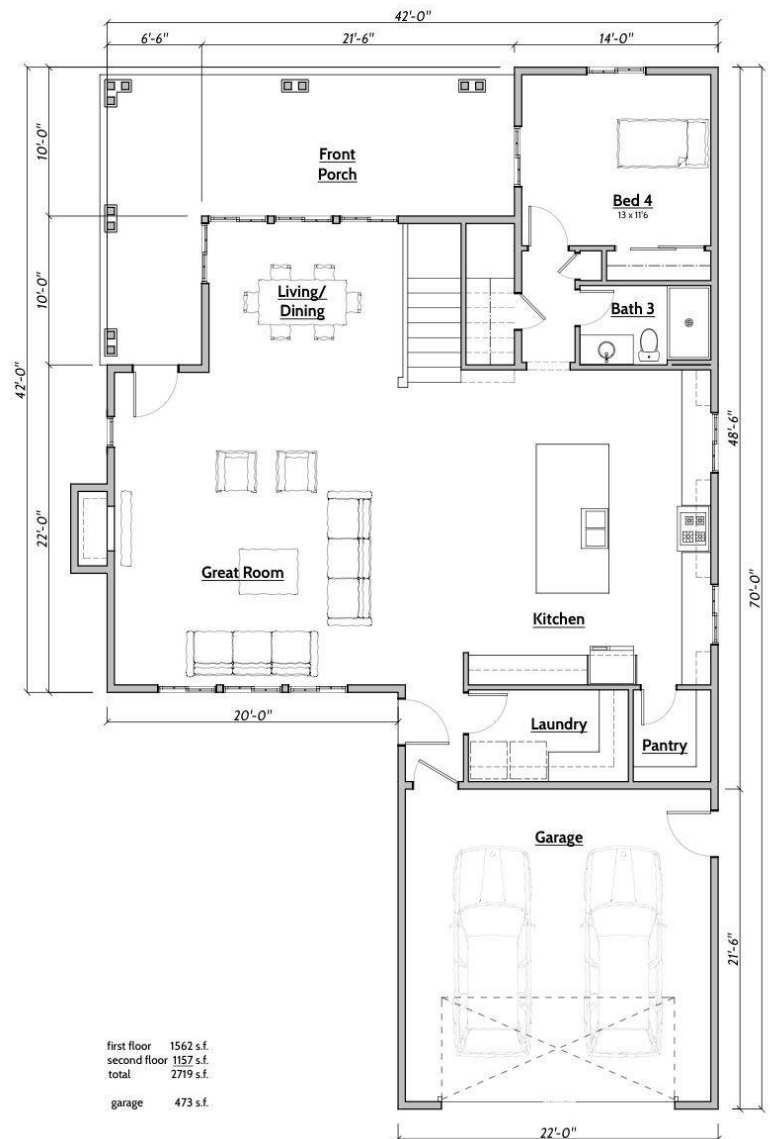


Floor Plan 1

PZ 18-500-10, 18-300-09 Doris Avenue

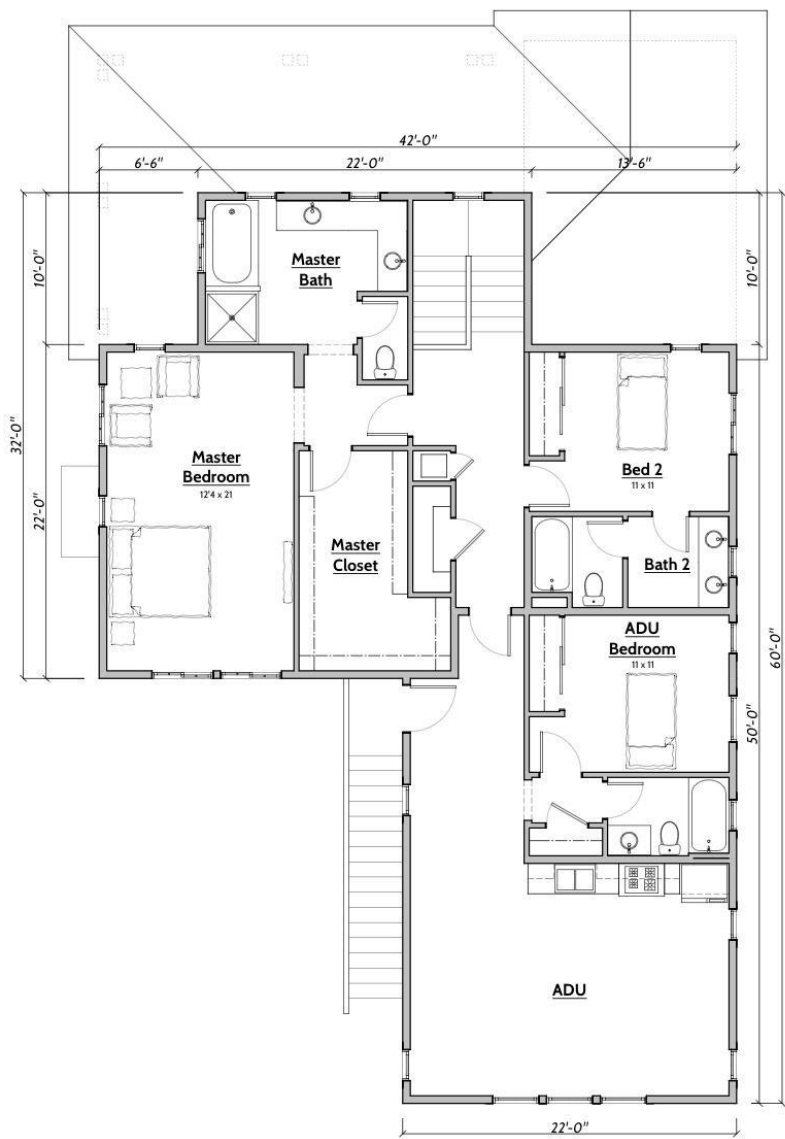


Second Floor Plan 1R

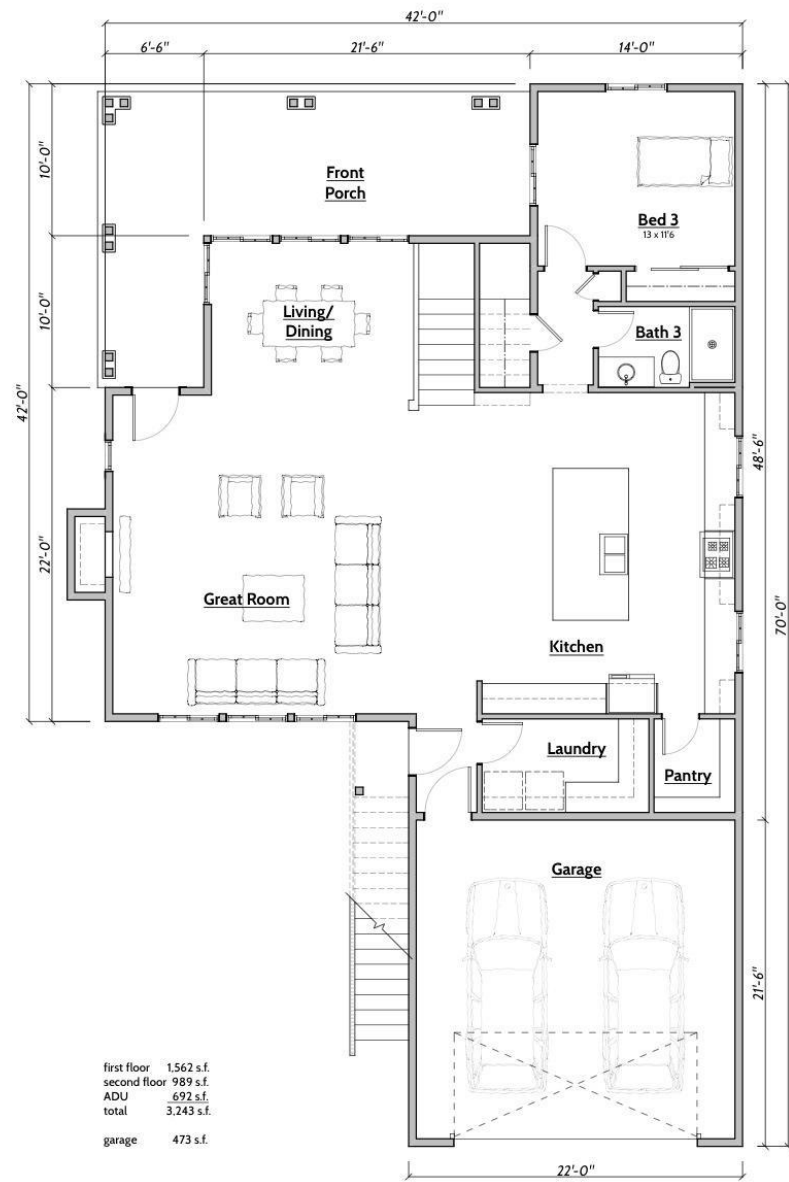


first floor 1562 s.f.
second floor 1157 s.f.
total 2719 s.f.
garage 473 s.f.

First Floor Plan 1R



Second Floor Plan 1A



first floor	1,562 s.f.
second floor	989 s.f.
ADU	692 s.f.
total	3,243 s.f.
garage	473 s.f.

First Floor Plan 1A



CITY COUNCIL AGENDA REPORT
PUBLIC HEARINGS
AGENDA ITEM NO. M.2.

DATE: May 7, 2019

TO: City Council

FROM: Jeffrey Lambert, Community Development Director, (805) 385-7882, jeffrey.lambert@oxnard.org

SUBJECT: Planning & Zoning Permit No. 18-500-11 (Special Use Permit) to construct a 7,059 square-foot building to serve as a dog boarding facility at the Property Located at 481 & 491 Ventura Boulevard. (10/5/5)

RECOMMENDATION

That the City Council adopt a resolution approving Planning & Zoning Permit No. 18-500-11 (Special Use Permit), subject to certain findings and conditions.

BACKGROUND

On March 21, 2019 the Planning Commission voted 6-0, with one Commissioner absent, to recommend City Council approval of a Special Use Permit (SUP) to construct a 7,059 square-foot building to serve as a dog boarding facility with outdoor play areas and associated on-site and off site improvements (see Attachment A - Planning Commission staff report). The project site, located at 481 and 491 Ventura Boulevard, abuts city and county jurisdiction. The site is partially developed with three dilapidated residential dwelling units, which are proposed to be demolished. The Applicant has communicated their development interest and intent with on site tenants and provided notification that rental of the on site units would terminate in approximately three months. No members of the public attended in opposition to the project.

The Planning Commission recommended approval of the project with the inclusion of two minor additional conditions of approval: 1) inclusion of a sign posted on the exterior of the property providing the on-site manager's contact information (phone number); and 2) stipulating that on-site landscape planters are required to be designed in accordance with OCC standards (see Attachment B, Resolution of Approval).

A Community Workshop for the project was held on November 19, 2018, no members of the public expressed concern regarding this item nor did they speak against or for the project. Additionally, due to the proximity of the project to El Rio, an area under the jurisdiction of the County, on January 17, 2019 the Applicant presented the project to El Rio Municipal Advisory Committee (MAC). Summary minutes of the El Rio MAC indicate their recommendation for approval of the project. To date no additional public comment for or against the project has been received.

The proposed development is located in the General Commercial, Planned Development (C-2-PD) zoning district. A dog daycare is not a permitted or conditionally permitted use; further, the C-2-PD zoning district does not allow for the Director or Planning Manager to characterize the use as a similar use allowed with a special use permit or allowed outright. Oxnard City Code (OCC) Section 16-135(B), stipulates: "No other uses shall be permitted in the C-2 zone without approval of the City Council."

ANALYSIS/DISCUSSION

The .89 acre project site is comprised of two lots located on the northwest corner of Cortez Street and Ventura Boulevard. A condition of approval has been imposed requiring the merger of these lots prior to issuance of a building permit.

The new 7,059 square-foot building will contain indoor dog play areas, an overnight caretaker residence, kennels on the ground floor and second floor, a small grooming facility, and small retail area. The exterior improvements include outdoor dog play areas, landscaping, parking lot, and public right of way improvements consisting of a new sidewalk, handicapped accessibility ramp, and public right-of-way dedications along both street frontages.

The business will operate the facility with up to 12 employees, which will work in staggered shifts of no more than 5 people per shift. The business hours are 7 a.m. to 7 p.m. Monday through Friday and 9 a.m. to 5 p.m. on the weekend. Doggin Around currently operates a facility in Ventura and Camarillo; the Ventura facility is proposed to be relocated to the subject site.

The maximum daytime capacity of the facility is 100 dogs and the maximum evening/overnight capacity will be 75 dogs. The maximum number of dogs outside at any time would be limited to 50. Through the night the dogs are moved into large sleeping rooms and two employees will stay overnight. The building has been designed to take into consideration proximity to residential use and potential noise and odor impacts. The project has been designed to comply with all development standards.

ENVIRONMENTAL IMPACT

In accordance with Section 15332, Class 32 of the State of California Environmental Quality Act (CEQA) Guidelines, projects characterized as infill development and less than 5 acres may be found to be exempt from the requirements of CEQA. The proposed development is consistent with the General Plan, is located on a lot less than 5 acres, and is substantially surrounded by urban uses. Therefore, staff has determined that there is no substantial evidence that the project will have a significant effect on the environment and recommends that City Council accept the Notice of Exemption found in the Planning Commission staff report as Attachment B.

STRATEGIC PRIORITIES

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

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

Goal 2. Enhance business development throughout the City.

Objective 2a. Develop a strong citywide economy which attracts investment, increases the tax base, creates employment opportunities, and generates public revenue.

FINANCIAL IMPACT

As proposed the implementation of this project will not have financial impacts. The applicant will be responsible for payment of all applicable permit and development impact fees.

COMMITTEE OUTCOME

This item is a Public Hearing and was heard by the Planning Commission, therefore the item did not originate in Committee.

Prepared by: Kathleen Mallory, Planning & Environmental Services Manager, Veronica Ortiz-De Anda, Contract

ATTACHMENTS

1. Attachment A: PZ 18-500-11 Planning Commission Staff Report with attachments
2. Attachment B: Planning Commission Resolution No. 2019-11
3. Attachment C: PZ 18-500-11 City Council Resolution (Special Use Permit)
4. Doggin Around CC Presentation PZ 18-500-11 05.07.19



PLANNING COMMISSION STAFF REPORT

TO: Planning Commission

FROM: Veronica Ortiz-De Anda, Contract Planner

DATE: March 21, 2019

SUBJECT: Planning and Zoning Permit No. 18-500-11 (Special Use Permit) for Property Located at 481 - 491 Ventura Boulevard.

- 1) Recommendation:** That the Planning Commission adopt a resolution recommending City Council approval of Planning and Zoning Permit Number 18-500-11 (Special Use Permit - SUP), subject to certain findings and conditions.
- 2) Project Description and Applicant:** A request to construct a dog boarding facility with indoor and outdoor play areas and associated on-site improvements for the property located at 481 - 491 Ventura Boulevard. The existing .89 acre property is partially developed with three residential dwelling units which are proposed to be demolished. The proposed 7,059 square foot building includes a mezzanine (second-level - 996 square-foot two-bedroom caretaker residence), grooming facility for patron's dogs, indoor and outdoor play areas, and indoor kennels. A mezzanine kennel area is also proposed. The proposed use will be occupied by the business known as "Doggin Around". Filed by Jeff Zook of Coastal Architects, 505 South A Street #200, Oxnard, CA 93030 for Nancy Barna, the property owner.
- 3) Existing & Surrounding Land Uses:** The project site is located on the west side of the Cortez Street/Ventura Boulevard intersection within the El Rio neighborhood. The existing land uses, zoning, and General Plan designation of the site and surrounding properties is as follows (see Attachment A - Maps):

Surrounding Land Uses			
Direction	Zoning	General Plan	Land Use
Project	Commercial General (C-2 PD)	Commercial General (CG)	Residential
North	County	Commercial General (CG)	Residential

South	N/A	N/A	Ventura Boulevard & HWY 101
East	County	Commercial General (CG)	Residential & Automotive Repair
West	Commercial General (C-2 PD)	General Commercial (CG)	Commercial Office

4) Background Information: City Council Resolution 14,071 to reorganize the project site and detach from the Ventura County's jurisdiction was approved on June 28, 2011. Ventura County Local Agency Formation Commission (LAFCO) approved the annexation to the City on July 20, 2011. County Assessor records indicate that the existing residential structures at 491 Ventura Boulevard were built in 1946. The construction date of the residential structures at 481 Ventura Boulevard is unknown. There are currently three occupied residential dwellings on the project site. The Applicant who is also the property owner, has communicated with the current tenants and informed them of the pending development project.

5) Environmental Determination: In accordance with Section 15332, Class 32 of the California Environmental Quality Act Guidelines (CEQA), projects characterized as in-fill on less than five acres that are consistent with the General Plan and zoning designation may be found to be exempt. The proposed project is a new commercial/retail use in a General Commercial zoning district, on an established lot which is surrounded by urban development and located on a previously graded, occupied, and disturbed site. In terms of the proposed demolition of the existing dwellings on the site, Section 13.2 of the City's CEQA Guidelines considers removal or demolition of 15+ single family dwellings or 25+ multi-family dwellings as a significant impact (see <https://www.oxnard.org/wp-content/uploads/2017/06/CEQA-Guidelines-Color.pdf> - page 70 of pdf). However, the proposed Project does not meet this threshold because only three dwellings will be demolished. Therefore, staff has determined that there is no substantial evidence that the project will have a significant effect on the environment and recommends that the Planning Commission accept the Notice of Exemption (see Attachment B - Notice of Exemption).

6) Analysis:

a) General Discussion: The project involves construction of a 7,059 sq. ft. canine resort with indoor and outdoor play areas and associated on and off-site improvements. A 996 square-foot two-bedroom caretaker residence is also proposed, along with grooming facilities which can be utilized by patrons and for retail clients not seeking daycare or overnight boarding (see Attachment C - Project Plans).

Doggin Around will operate with a maximum of 12 employees; 5 will work from 7 a.m. to 1 p.m. and the other 5 will work from 1:00 p.m. to 7:00 p.m. Two employees will work the evening shift from 7:00 p.m. - 7:00 a.m. and will stay overnight in the caretaker's residence to supervise the dogs during these hours. The proposed business hours are 7 a.m. to 7 p.m. Monday through Friday and 9 a.m. to 5 p.m. on the weekend. Doggin Around currently operates a facility in Ventura and Camarillo. Staff contacted

these cities and there have been no complaints regarding the business in either location. The business owner is relocating their existing Ventura business to this Project site. During business hours dogs can be picked up and dropped off. At the time of arrival, dogs are grouped into play areas/run areas depending upon their size. Dogs have direct access to outdoor areas from the indoor play areas. The maximum daytime boarding capacity is 100 dogs, but could be less depending on dog size. Maximum overnight boarding capacity is based upon dog size and will not exceed 75 dogs. Fifty dogs will be allowed in the outdoor play areas at any one time. Operationally, beginning at 7 p.m. the outdoor play areas are closed and the overnight dogs are transferred inside into their corresponding indoor room. Dog waste will be disposed of in the onsite refuse container.

The L-shape project site is composed of two separate lots and is surrounded by commercial office and residential land uses. A condition of approval has been imposed requiring the merger of the two lots upon which the project will be built. Ventura Boulevard and Highway 101 are on the southern boundary of the site. A landscaped detention basin will be located in the front setback area adjacent to Ventura Boulevard. Outdoor play areas are concentrated on the westerly and northerly portion of the Project site adjacent to the commercial office building and residential land uses respectively. These outdoor dog areas will be separated from the neighboring properties by a proposed eight foot (8') tall concrete block wall along the northerly and easterly property lines and an existing six foot (6') tall block wall along the westerly property line. Along the northerly property line a six foot (6') landscape buffer will be provided. The 6-foot buffer combined with the wall will help reduce noise to the surrounding properties.

The outdoor areas are segregated by dog sizes and are enclosed by a 6-foot tall chain link fence, which will be minimally visible from the parking lot off of Ventura Blvd. and Cortez Street.

To evaluate noise impacts associated with the proposed use, the applicant hired Dudek, an acoustical engineering firm to prepare a noise study (see Attachment D - Noise Study dated March 5, 2019). The study used operational noise measurements from another existing dog boarding facility with similar dog play areas and similar boarding capacity to extrapolate potential noise impacts associated with the use at this site. As for ambient noise level measurements, this data was used from a site at 633 Ventura Boulevard, which is located 528 feet to the east also on Ventura Boulevard. The ambient noise measurements were taken on November 17-18, 2017, and have not negligibly changed since this time. A similar dog boarding facility was approved by the City at this site in 2018 and this same acoustical engineering firm prepared a noise study for that project.

At 633 Ventura Boulevard ambient noise level measurements were taken at 465 feet away from the highway where the rear property line is shared with residential uses. For the ambient noise analysis at this Project site, the engineer used the same reading data and formula that was used at 633 Ventura Boulevard, but accounted for three different distance points where this Project site shares the property line with residential uses. Recorded hourly ambient average noise levels at 633 Ventura Boulevard during the day (7:00 a.m. to 10:00 p.m.) ranged from 54 to 63 dBA. At night (10:00 p.m. to 7:00 a.m.)

the hourly average ranged from 51 to 62 dBA. At the Doggin Around site, the point furthest from the highway is 335 feet where the Project site shares the property line with a residential use (northerly property line). The hourly average ambient noise level at this point is expected to range from 55 to 64 dBA during the daytime and 52 to 63 dBA during the night hours. The expected ambient noise levels at the Project site for Doggin Around are higher than what is allowed by the Oxnard City Code (OCC) for exterior noise levels at residential properties for daytime hours (7 a.m. to 10:00 p.m.) and the night hours (10:00 p.m. to 7:00 a.m.). Section 7-185 of the OCC states that the maximum allowable noise levels for residential properties for the daytime is 55 dBA and 50 dBA for the night time. The Project site is in a commercial zone and is subject to commercial noise standards which are 65 dBA for daytime hours and 60 dBA for night hours. Therefore, the predicted ambient environment noise levels during the daytime are within the allowed commercial noise level standards, but the predicted night time ambient noise levels exceed the commercial noise standard specified in OCC.

As for the operational noise levels associated with the proposed use, sound levels used from another existing dog boarding facility were taken from a location that had direct exposure to all of the outdoor play area, about 5 feet away from the area. During the hours of operation for that facility (7 a.m. to 7 p.m.) the recorded average noise levels ranged from 65 to 72 dBA. The engineer used the same formula that was used for that facility to predict the operational noise levels for Doggin Around and accounted for the different distance from the play area and considered the proposed 8-foot wall along the property line shared with residential uses. The expected noise levels for Doggin Around range from 53 to 60 dBA at the northerly property line and 50 to 57 dBA at the easterly property line. Therefore, the expected operational noise levels at Doggin Around are lower than the expected ambient levels assessed at the same site. Section 7-185 (D) of the OCC states that when the ambient noise level exceeds the threshold, then the ambient noise level becomes the new threshold. Therefore, the predicted ambient noise level for the Doggin Around site will be higher than the predicted noise associated with the proposed use and the proposed use at this site will comply with the City's a.m. and p.m. noise standards.

- b) General Plan Consistency:** The City's 2030 General Plan land use designation for the subject site is for General Commercial uses which allows free-standing commercial uses along arterials. While not a by-right land use or related use per the zoning code, the project will bring long term use and revitalize a dilapidated property. Approval of this Special Use Permit would be consistent with the General Plan and the property's land use designation.

Consistency with the 2030 General Plan is defined by the relationship between 2030 General Plan policies and the proposed project. The three consistency classification levels are:

- I. Direct Applicability to a Proposed Project or Program (full text of the policy and an explanation).

- II. Related or Indirect Applicability to the Proposed Project or Program (policy title and an explanation for each or groups of related or indirectly related policies).
- III. No or Distant Applicability to the Proposed Project or Program (all policies not listed as Level I and II are assumed to be consistent).

POLICY	LEVEL	POLICY OR TITLE	EXPLANATION
Community Development CD-9.2	I	Revitalization and Redevelopment	The project will take a dilapidated property and redevelop it with a new contemporary commercial building along with parking and landscaping improvements.
Community Development CD-18.1	I	Attract New Business	Oxnard residents and employees commuting to the City for work have few choices to board their dog. The demand for this service is bringing this new business into the City.
Infrastructure and Community Services ICS-8.6	I	Americans with Disabilities Handicapped Accessibility (ADA)	This project will provide an ADA compliant public sidewalk where currently there is no sidewalk or ramp.
Sustainable Community SC-4.1	I	Green Building Code Implementation	Project will comply with Title 24 Green Building Code
CD-3.4 CD-4.4 CD-14.1 CD-14.2 CD-14.3 Environmental Resources ER-7.2 ER-10.1	II	Neighborhood Quality of life. Commercial Area Aesthetics. Design Review Process Development Advisory Committee Functions (DAC) Quality of Design Design of Sound or Zone Walls Promote use of Native and Water Wise Plants	The Development Advisory Committee (DAC) review process led to changes in the project and/or conditions of approval that meet these Level II policies.
All others	III	All policies not listed above	No or Distant Applicability to the Proposed Project

- c) **Conformance with Zoning Development Standards:** The proposed development is located in the General Commercial (C-2-PD) zoning district. A dog daycare is not a permitted or conditionally permitted use; further, the C-2-PD zoning district does not

allow for the Planning Manager to characterize the use as a similar use allowed with a conditional use permit or allowed outright. Oxnard City Code (OCC) Section 16-135(B), stipulates: “No other uses shall be permitted in the C-2 zone without approval of the City Council.” The building has been designed to take into consideration proximity to residential uses as well as design constraints associated with the flood hazard zone that traverses the front portion of the site (see keynote 17 on the site plan). Applicable standards of the C-2-PD zone have been compared with the proposed project as follows:

DEVELOPMENT STANDARD	REQUIREMENT	PROPOSED	COMPLIES?
Max. building height	2 stories or 35 feet.	24 feet, 3 inches	Yes
Front yard setback	10 feet from property line	46 feet, 10 inches	Yes
Building Side yard setback	5 feet or Zero when abuts another C-2 zoned lot.	40 feet, 11 inches one side and 29 feet on the other side	Yes
Rear yard setback	15 feet if building is greater than 16 feet in height;	38 feet, 6 inches	Yes
Floor Area Ratio	0.35:1 max (per General Plan)	0.22:1	Yes
Off-street parking:	The Zoning Code does not list a parking requirement for the proposed land use. Per the parking study prepared by ATE this specific project requires a minimum of 9 parking spaces 1 Handicapped required 1 – 12’ x 40’ loading zone No bicycle parking required No motorcycle parking required	15 spaces 1 van-accessible space 2 bicycle parking spaces 1 substandard loading zone of size 11 ft x 20 ft.	*Yes with Planning Commission approval (see Circulation & Parking discussion below)
Parking area Landscape Req. - Along streets/alleys - Parking/vehicle area - If located adjacent to residential	- Min. 10 feet wide strip. - Min. 5 feet wide planter between parking area and abutting property line. - Minimum 5% of area, exclusive of any other required landscaped area abutting a street or alley.	- 45 feet strip in front; - 10ft, 9in. feet strip and *8ft, 9in. feet strip on the side; - *4ft, 6in strip abutting side property line; - Approx. 20% total landscape in parking area; - Total lot landscaping	*Yes, with Planning Commission Approval

		proposed is approx. 40% of the lot size	
Trash enclosures & transformers	To be screened at installation.	Screened	Yes
Rooftop equipment	May not protrude above height of parapet.	Screened	Yes
Fence	• Cannot be located in the front yard setback area • No chain link in FY • 8 feet max height	Block walls on three sides of the property 6 to 8 feet tall.	Yes
Lighting	Comply with Section 16-320 of the City Code.	Conditioned to comply	Yes

- d) **Site Design:** The L-shaped project site is zoned C-2 PD and is composed of two lots that will be conditioned to be merged into one. The building is strategically placed in the center of the lot to not be located within the hazard flood zone that traverses the property and to disperse the outdoor play areas as evenly as possible around the building. Public improvements will be constructed with this project, including the construction of a 7-foot wide public sidewalk along the two frontages of the Project site; curb and gutter improvements will also be constructed. Street improvements and street dedications on both streets are also proposed to correctly align the turning radius of the intersection.

With the exception of wall mounted light sconces placed near exit/entrance doors leading to the outdoor dog play areas, exterior lighting of the outdoor dog areas is not proposed. Two light poles are proposed in the parking area and sensor lighting is proposed under the carport that will serve as parking for the overnight caretakers and day time employees. All lighting will be required to comply with the City's lighting standards and conditions of approval.

- e) **Circulation and Parking:** Access to the site will be from Ventura Boulevard and from Cortez Street. A total of 15 parking spaces are proposed to serve the new facility. Five parking spaces are provided to the patrons directly in front of the building and additional parking fronts Ventura Boulevard and a side property line that is shared with a residence. Total employee parking provided is five spaces of which two spaces are located under a 12 foot tall carport for the overnight caretaker staff and day time employees. Street parking on Cortez Street is permitted, but not on Ventura Boulevard.

The OCC does not contain a parking requirement for dog daycare therefore, a parking study was prepared by Associated Traffic Engineers (July 13, 2018). The study was based on a dog boarding facility in Goleta because it is similar in size and capacity to the

proposed project. Parking surveys were conducted on a Friday from 7 a.m. to 6 p.m. and Saturday from 7 a.m. to 5 p.m. The survey results recorded that the peak customer parking demand for the proposed use was 6 parking spaces on a Friday at 10 a.m. and 5 parking spaces for employees. Using the same ratio determined for that study, 1.1 spaces per 1,000 square feet of outdoor play area, the study this Project determined that 10 spaces minimum would be needed. Therefore, the proposed 15 spaces would exceed the anticipated parking need and be acceptable to accommodate the peak customer demand and employee parking. The City Traffic Engineer reviewed the study conclusions and agreed with the findings and recommendations (see Attachment E - Parking Study).

A traffic study was not required or prepared because the Oxnard Traffic Study Guidelines require that a traffic study be conducted when a commercial project will produce more than 100 new AM or PM trips, meets or exceeds 25,000 square-feet, or at the discretion of the Oxnard Public Works Director or Traffic Engineer. Based on the size of this project, the capacity of the facility, and the peak parking requirements from the parking study, the City Traffic Engineer determined that a traffic study was not required. Bicycle parking is provided next to the entrance and is accessible from the pedestrian walkway in front of the building.

OCC 16-644(A) requires one 12' x 40' loading area for the proposed Project. However, OCC Section 16-644(B) allows a modification of the number and size of the loading zones with approval of either the Planning Commission or the Development Services Director in special circumstances based on the nature of the use or combination of uses, as well as the specific design characteristics of the project. The 12' x 40' loading and unloading space requirement is indicative of a loading space required for a semi-truck which would typically be required for a normal commercial use. The proposed dog daycare will provide a 11' x 20' loading zone which will accommodate a small box truck or cargo van which would deliver to the site. Based upon the anticipated occupancy, excess parking provided, and business operations at this location, DAC was supportive of the proposed loading zone.

- f) **Building Design:** The proposed insulated metal panel building will be approximately 7,059 square feet in size with a maximum height of 24 feet, 3 inches measured to the top of the parapet that will screen the flat roof. The rectangular modern design of the deep blue building features long simple lines with flat metal canopies over entryways. Wood like siding accents are proposed on the entryway feature to the reception area, which will be painted in a "Grays Harbor" along with the doors. The red aluminum frame windows will be glazed with a grey tint and are primarily located above the canopy features. The reception area will have tall windows with a view to Ventura Boulevard and the parking lot. Red roll up doors will provide the dogs access to the outdoor play areas and contrast with the "Deep Sapphire" blue of the building.
- g) **Signs:** A condition has been imposed requiring compliance with OCC sign provisions. All signage for the proposed business will be reviewed separately at the time the Applicant files a sign permit application with the Planning Division.
- h) **Landscaping and Open Space:** Currently, the project site contains 22 trees that are

proposed to be removed. An arborist report was completed by L.A. Johnny (dated January 10, 2019) indicating that transplanting all or a portion of these trees is not feasible and with the proposed site plan none can be preserved on the site. The report notes that the health of the trees vary but in general they all suffer from neglect, old age, and improper pruning. The proposed landscape plan shows Australian Willow and Crape Myrtle trees proposed in the front of the building and in the parking lot. A variety of drought tolerant shrubs and ground cover is proposed throughout the project site with emphasis in the front and the parking area. Artificial turf is proposed in the outdoor dog play areas. As required by OCC, landscape buffers are being installed along the perimeter of the project site. Approximately 20% of landscape area is provided in the parking lot, though only 5% is required. A condition of approval has been imposed requiring the value of the associated trees (\$7,910) to be removed, augment the code required on site landscaping.

In accordance with OCC Section 16-271, the applicant is requesting to modify the landscape planter width requirement of 10 feet for the planter area perpendicular to Cortez Street. The reduced landscaping planter width will be 8 feet 9 inches which represents a 12.5% reduction. Additionally, a 10% reduction is requested along the planter strip abutting the residential neighbor where a 4 feet 6 inches wide strip is proposed instead of the required 5 feet. With the PD overlay, a 25% maximum reduction in numerical standards is permitted. The requested modification is within the allowable percentage, allows the site to maximize the number of parking spaces, and ensures driveway widths comply with City standards. DAC reviewed the request, design options and City standards and was supportive of the request.

- 7) Development Advisory Committee:** DAC reviewed this project on October 3, 2018. The Applicant revised the plans to comply with the recommendations of the DAC and conditions of approval have been imposed.
- 8) Community Workshop and Public Input:** A Community Workshop was held on November 19, 2018. A notice of the meeting was posted on the project site with a brief description and contact information at least 10 days before the meeting and the Applicant mailed notices to the El Rio neighborhood in accordance with City requirements. At the meeting no one spoke in favor or against the project. After the meeting one person asked via email to view the elevations and one person visited the counter to view the plans. The neighbor that resides at 2425 Cortez Street called to inquire about the scope of the Project and staff provided this information. To date, no members of the public have commented for or against this project. Additionally, the Applicant presented the project to the El Rio Municipal Advisory Committee (MAC) on January 17, 2019. Summary minutes were received by Planning Staff indicating El Rio MAC's recommendation for approval (see Attachment F - Summary Minutes).
- 4) Appeal Procedure:** The Planning Commission's action is a recommendation and the matter will be considered by the City Council at a later date.

Attachments:

- A. Maps (Aerial, Vicinity, General Plan, Zoning)
- B. Notice of Exemption
- C. Project Plans
- D. Noise Study - Dudek - March 5, 2019
- E. Traffic Study - ATE - July 13, 2018
- F. El Rio MAC Summary Minutes from Jan. 17, 2019 Meeting
- G. Resolution and Conditions of Approval

Prepared by: _____
VD

Approved by: _____
KM

ATTACHMENT “A”

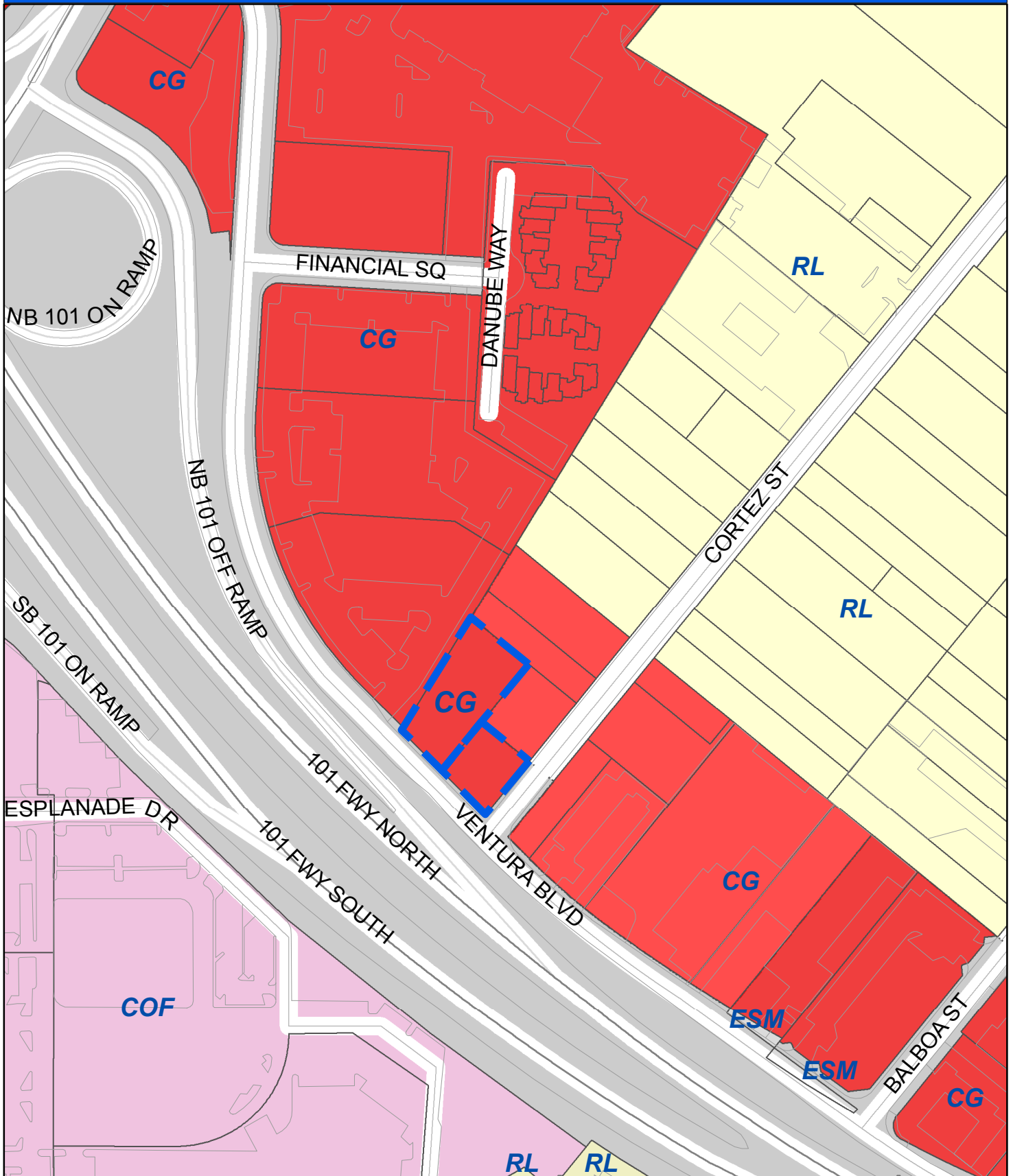
Maps

(Aerial, Vicinity, General Plan, Zoning)

Vicinity Map

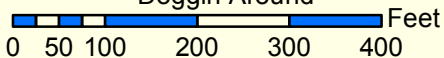


2030 General Plan Land Use Map



Oxnard Planning
October 10, 2018

PZ 18-500-11
Location: 481, 491 Ventura Blvd
APN: 145021117, 145021115
Doggin Around

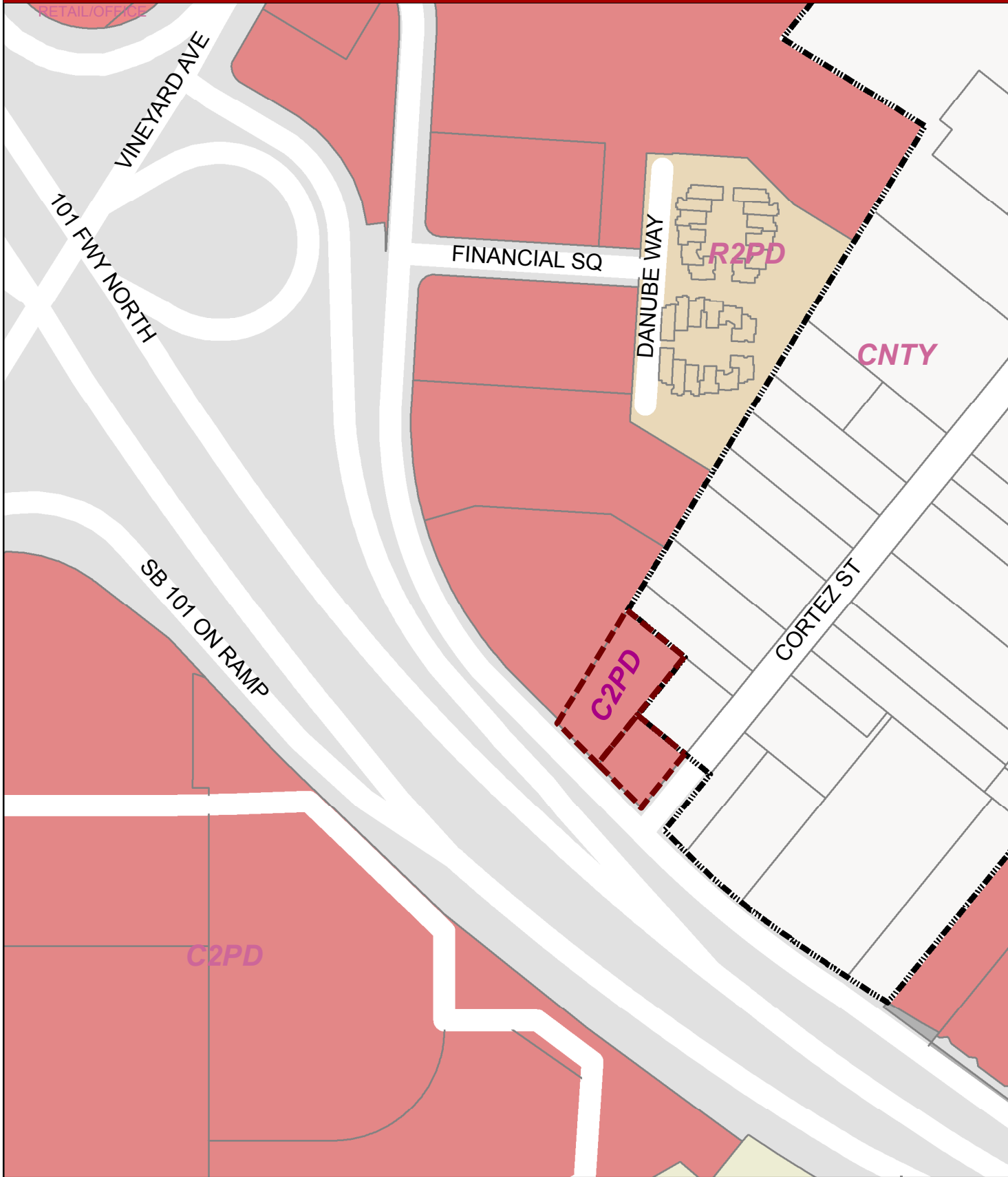


2030 General Plan Land Use Map



1:2,500

Zoning/Specific Plan Map





ATTACHMENT “B”

Notice of Exemption

NOTICE OF EXEMPTION

Project Description:

PZ No. 18-500-11 (SPECIAL USE PERMIT): A request to construct a dog boarding facility with indoor and outdoor play areas and associated on-site improvements. The existing .89 acre property is partially developed with three residential dwelling units which are proposed to be demolished. The proposed two story 7,059 square foot building includes a 996 square-foot caretaker residence on the second level, grooming facility for patron's dogs, indoor and outdoor play areas, and indoor kennels. The proposed use will be occupied by the business known as "Doggin Around". Filed by Jeff Zook of Coastal Architects, 505 South A Street #200, Oxnard, CA 93030 for Nancy Barna, the property owner.

Finding:

The Planning Division of the Development Services Department of the City of Oxnard has reviewed the above proposed project and found it to be exempt from the provisions of the California Environmental Quality Act (CEQA).

- ☐ Ministerial Project
- ☒ Categorical Exemption
- ☐ Statutory Exemption
- ☐ Emergency Project
- ☐ Quick Disapproval [CEQA Guidelines, 14 Cal. Code of Regs. 15270]
- ☐ No Possibility of Significant Effect [CEQA Guidelines, 14 Cal. Code of Regs. 15061(b)(3)]

Supporting Reasons: In accordance with the California Environmental Quality Act Guidelines and Section 15322 Infill Development, of the State CEQA Guidelines. This section pertains to infill development in an urban area with all services for sites under five acres. The project is a .89 acre vacant lot surrounded by urban development.

(Date)

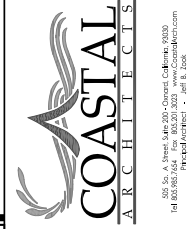
Kathleen Mallory, AICP
Planning and Environmental Services
Manager

ATTACHMENT “C”

Project Plans

DOG BOARDING AND DAY CARE FACILITY FOR: DOGGIN' AROUND

481 - 491 VENTURA BLVD, OXNARD, CA



Consultants:

Project Designed For:

DOGGIN' AROUND
PET BOARDING AND DAY CARE FACILITY
481 - 491 VENTURA BLVD
OXNARD CA 93036

Revisions:

REV. NO.	DATE	DESCRIPTION OF REVISION
1		PROJECT COMMENTS
2		
3		
4		
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10		

Approvals:

DATE	APPROVAL	PROJECT OWNER
DATE	APPROVAL	APPROVED
PROJECT	REVISION	
DATE	REVISION	

Sheet Title:

COVER

Sheet Title:

A0

WEST OF 101

PROJECT ANALYSIS

PROPERTY / ZONING DATA

ASSESSOR PARCEL NOS:	145-0-011-15 145-0-011-17
GROSS LOT SIZE:	38,807 SF (.890 ACRES)
NET LOT SIZE:	32,148 SF (.738 ACRES)
LAND USE:	COMMERCIAL
ZONING:	C3-FD
MAX HEIGHT:	35' 2 (STORES); 24'-3" PROPOSED
SETBACKS:	C3-FD 83 PROPOSED 204'-10"
FRONT:	10' 20' 38'-4"
REAR:	15'10' 25' 29' / 41'
SIDE:	5' 5'

BUILDING DATA

OCCUPANCY GROUP:	B
TYPE OF CONSTRUCTION:	V-A
OCCUPANCY GROUPS:	B / B-3
SPRINKLERS:	FULLY SPRINKLERED

AREA ANALYSIS

PROPOSED FOOTPRINT:	5,817 SF (18%)
2ND FLOOR RESIDENTIAL AREA:	1,242 SF
TOTAL FLOOR AREAS:	7,059 SF

OUTDOOR DOG AREAS / LANDSCAPING

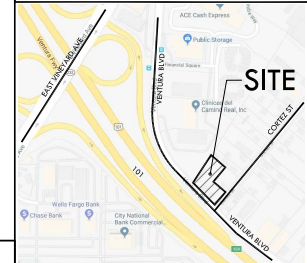
SEE LANDSCAPE PLANS

PARKING

PER PARKING STUDY PREPARED BY ASSOCIATED TRAFFIC ENGINEERS DATED JULY 13, 2018;

1.1 SPACE REQUIRED PER 1,000 SF OF OUTDOOR DOG AREA
OUTDOOR DOG AREAS TOTALS 7,584 SF
SPACES REQUIRED: 7,584 / 1,000 = 8 * 1.1 = 8.8 = 9 SPACES
SPACES PROVIDED: 15 (INCLUDES 2 COVERED SPACES)
ADDITIONAL PARKING PROVIDED: 6
BICYCLE PARKING PROVIDED: 2

VICINITY MAP



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CONCEPTUAL SOUTH-WEST PERSPECTIVE

NTS

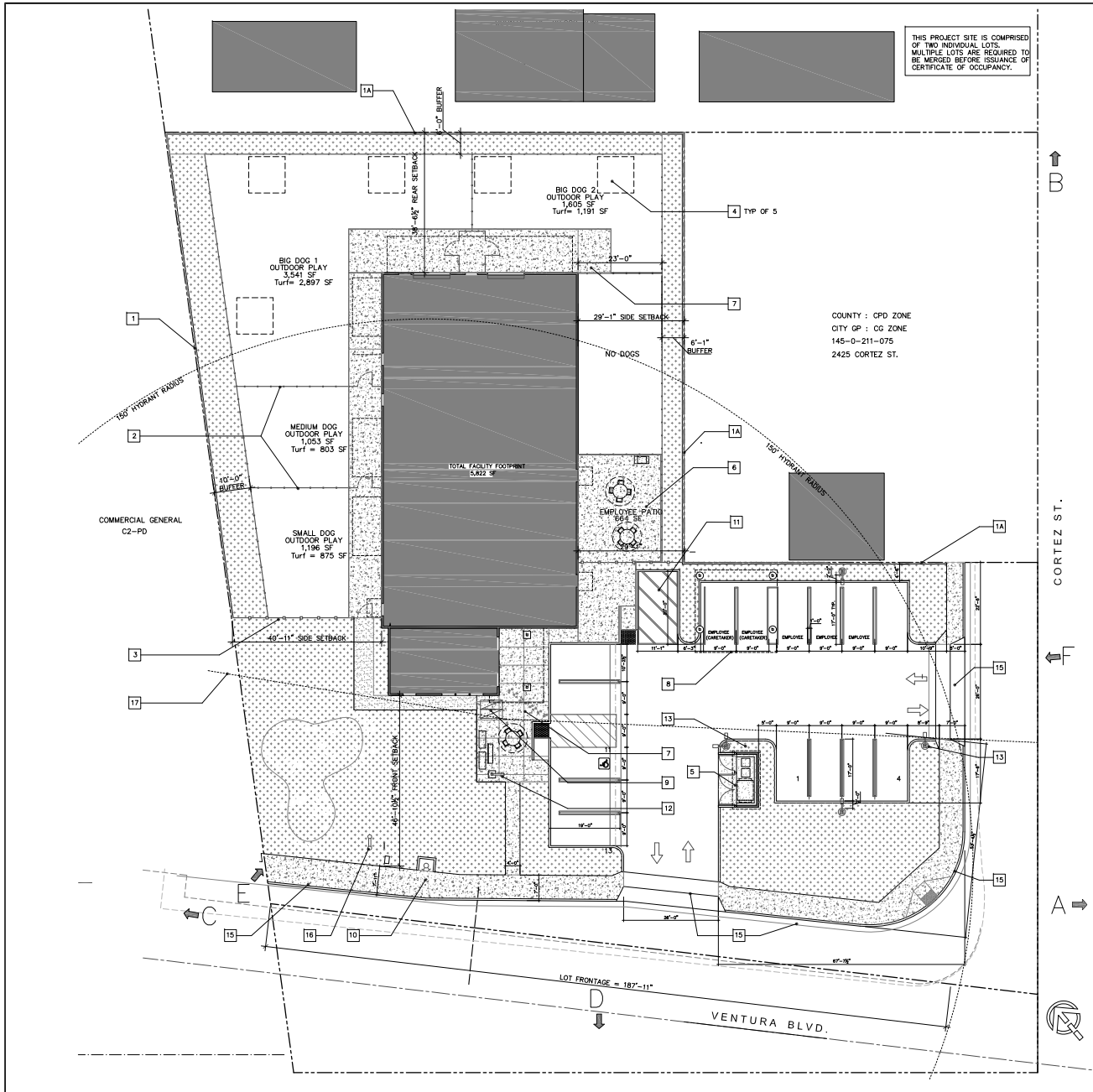


SOUTHERN ELEVATION VIEW @ ENTRY

ENTRY PERSPECTIVE

NTS





KEYNOTES

- 1 EXISTING 6" HIGH, 6" CONCRETE BLOCK WALL ALONG WESTERN PROPERTY LINES TO REMAIN.
- 1A NEW 8" HIGH BLOCK WALL ALONG NORTHERN AND EASTERN PROPERTY LINES TO EXTENTS SHOWN ON PLAN.
- 2 6" HIGH CHAIN-LINK FENCING AT INTERIOR DOG YARDS, NOT VISIBLE FROM PUBLIC WAY OR EXTERIOR VIEWS
- 3 8" HIGH REDWOOD FENCE AT EXTERIOR PERIMETER LOCATIONS, STAINED
- 4 10' x 10' x 8" HIGH TEMPORARY POP-UP SHELTERS FOR SHADING SET ONTO PERMANENT 10' x 10' CONCRETE PADS
- 5 REFUSE ENCLOSURE, PER CITY STANDARD PLATE
- 6 EMPLOYEE PATIO WITH SEATING AND PORTABLE PROPANE GRILL
- 7 CONCRETE WALKWAYS / PATIO AREAS, STANDARD GREY WITH TROWEL FINISH, GREY COLOR ADDITIVE AT FRONT ENTRY WITH SPECIALIZED STAMPING PER PLAN, SCORELINES AT 5' O.C., E.W
- 8 2 CAR CARPORT, TUBE STEEL COLUMNS WITH STEEL ROOF SUPPORT SYTEM, CORRUGATED METAL ROOFING.
- 9 BICYCLE PARKING, 2 SPACES
- 10 NEW FIRE HYDRANT, SEE CIVIL PLAN
- 11 LOADING ZONE: 11' x 20' SMALL TRUCK ONLY (UPS / FEDEX VANS)
- 12 POST MOUNTED SITE LIGHTING ELEMENT PER DETAIL THIS SHEET
- 13 POST MOUNTED PARKING LOT LIGHTING, LED, 16" - 20" HIGH, CUR-OFF LUMINAIRE SO NO LIGHT SPILLS OVER PROPERTY LINES, LIGHTING LOCATIONS SHALL NOT INTERFERE WITH TREES AT FULL GROWTH.
- 14 NOT USED
- 15 PERIMETER IMPROVEMENTS: DRIVEWAYS, CURB, GUTTER & ACCESSIBILITY COMPLIANT SIDEWALK AND UTILITY RELOCATIONS SEE CIVIL DRAWINGS
- 16 SITE UTILITIES: WATER METERS, FIRE SPRINKLER CHECK VALVE, SEWER LATERAL
- 17 APPROX. FLOOD ZONE LINE

MATERIAL LEGEND

- CONCRETE PATIO / WALKWAYS, STANDARD GREY
- ENTRY CONCRETE PATIO / WALKWAYS, DAVIS CONCRETE COLOR 'DUNE' ADDITIVE, SCORE AT 5' O.C. EACH WAY, CUSTOM 'PAW' STAMPING PER PLAN, LIGHT BROOM FINISH
- ARTIFICIAL TURF SET OVER COMPACTED AGGREGATE BASE
- LANDSCAPE AREAS PER CONCEPTUAL LANDSCAPE PLAN
- DECOMPOSED GRANITE PATHWAY



005, So. A. Street, Suite 200 - Orange, California, 92668
Tel: 805.201.3300
Principal Architect
www.coastalarchitects.com



Consultants:

Project Designed For:

DOGGIN' AROUND

PET BOARDING AND DAY CARE FACILITY
481-491 VENTURA BLVD
OXNARD CA 93038

Revisions:

REV.	DATE	DESCRIPTION OF REVISION

Approval:

DATE	06/21/19	PROJECT
DESIGNED	06/21/19	PROJECT
PROJECTED	06/21/19	PROJECT
DATE	06/21/19	PROJECT

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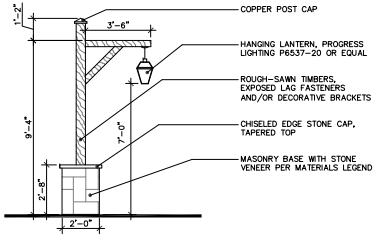
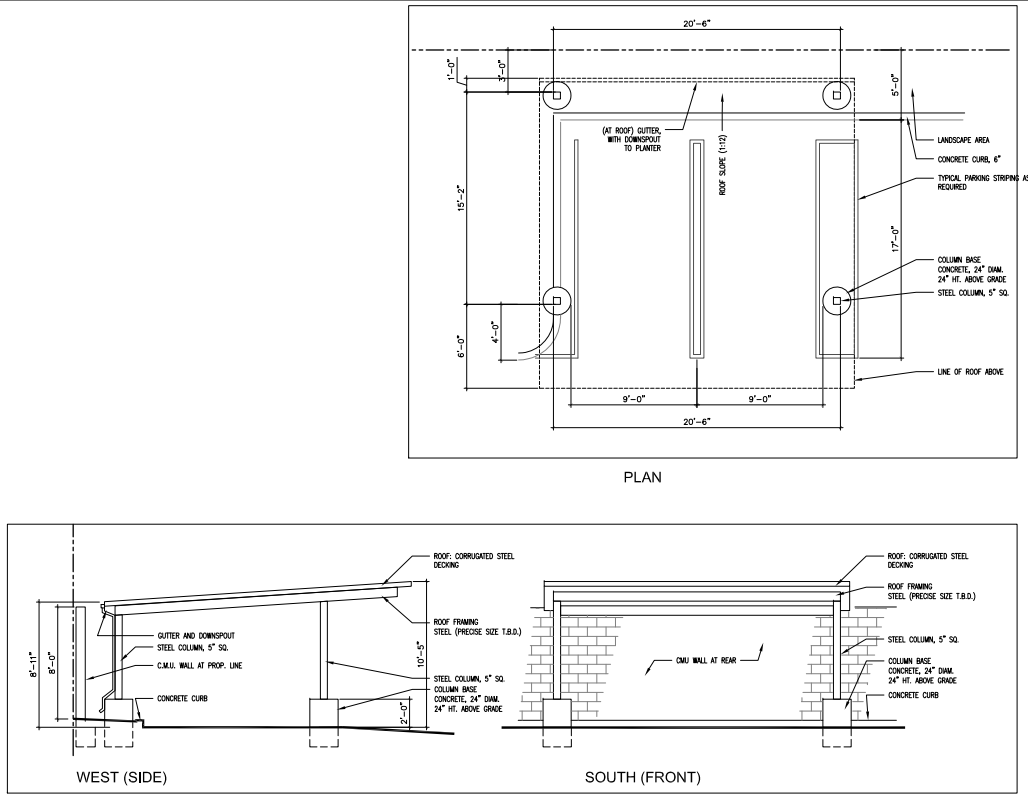
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SITE PLAN

Sheet Title:

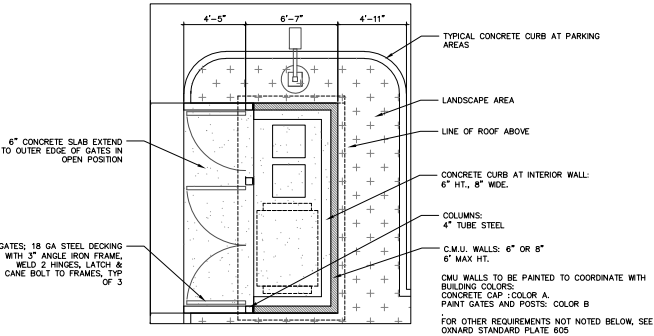
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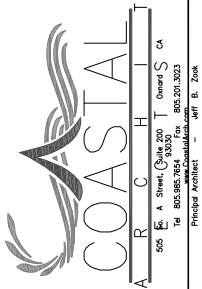


CARPORT PLAN AND ELEVATIONS 1/4" = 1'-0"

SITE LIGHTING 3/8" = 1'-0"



TRASH / RECYCLING ENCLOSURE 1/4" = 1'-0"



Consultants:

Project Designed For:

DOGGIN' AROUND

PET BOARDING AND DAY CARE FACILITY
481 - 491 VENTURA BLVD
OXNARD CA 93006

NO.

Revisions:

REV.	DATE	DESCRIPTION OF REVISIONS
		PROJECT COMMENTS

Approvals:

DATE	SUBMIT	PREPARED BY
SCALE	AS SHOWN	APPROVED
PROJECT	NO.	
DRAWN	BY	

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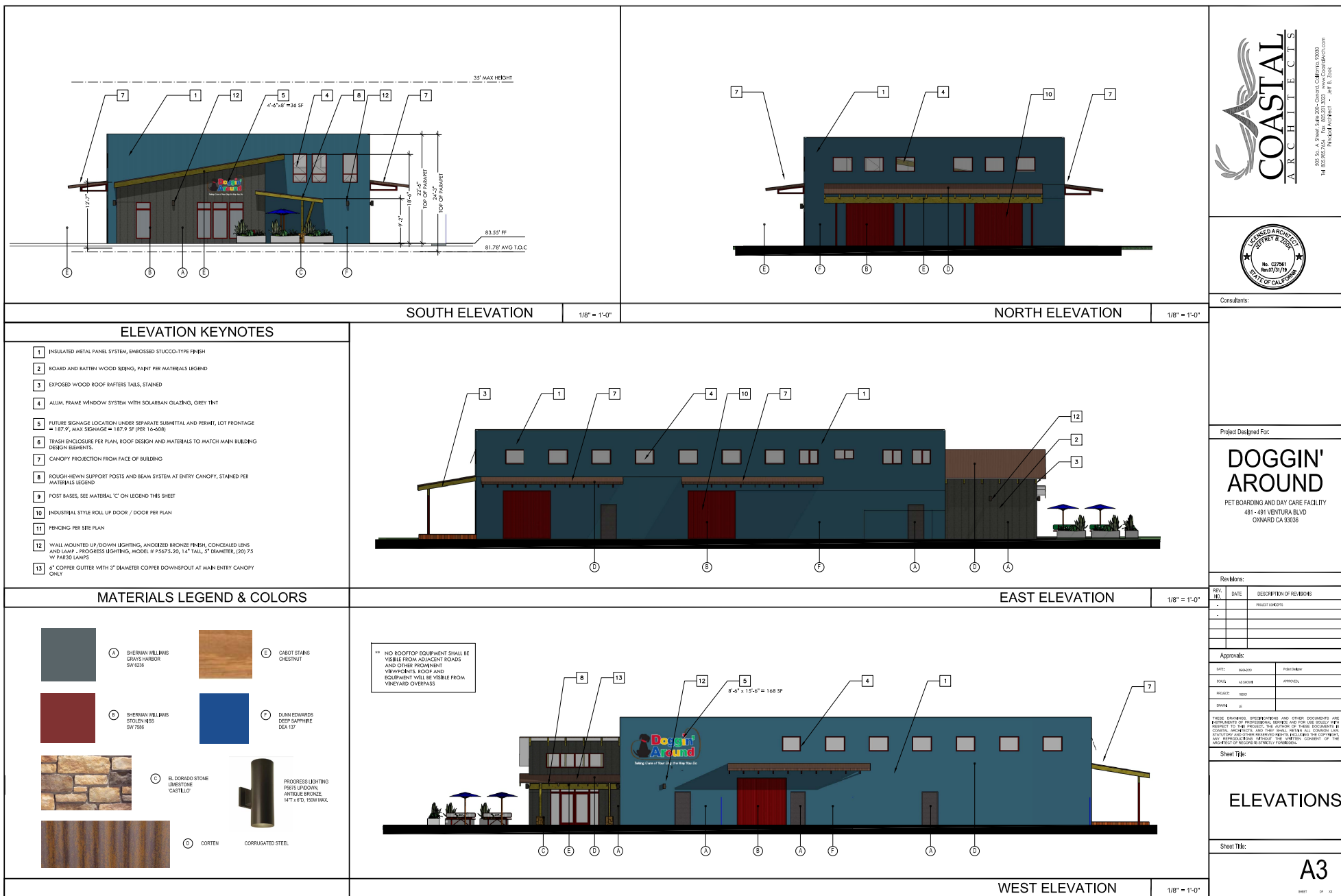
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SITE PLAN

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SHEET 07 OF 11



Consultants:

Project Designed For:

DOGGIN' AROUND

PET BOARDING AND DAY CARE FACILITY
 481 - 491 VENTURA BLVD
 OXNARD CA 93036

Revisions:

REV. NO.	DATE	DESCRIPTION OF REVISION
1	06/01/18	PROJECT COMMENTS
2		
3		
4		
5		

Approvals:

DATE	06/01/18	Project Designer
DRAWN	AS 06/01/18	APPROVED
CHECKED	06/01/18	
DATE	06/01/18	

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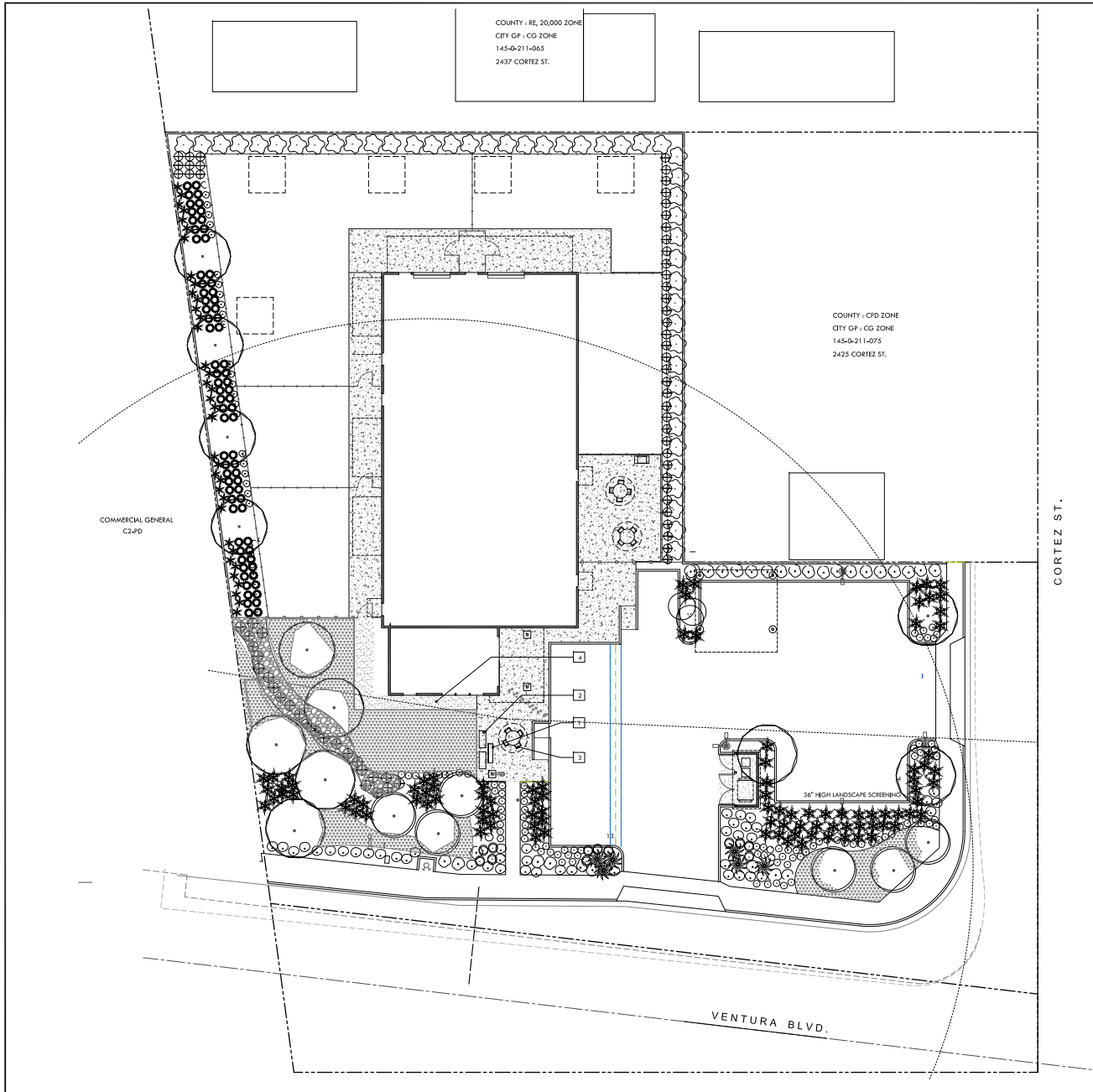
Sheet Title:

ELEVATIONS

Sheet Title:

A3

SHEET 10 OF 10



LANDSCAPING KEYNOTES				
1	VINYL COATED PARK BENCH			
2	CONCRETE PLANTER (2' X 4' APPROX)			
3	TABLE AND UMBRELLA AT OUTDOOR PATIO			
4	DECOMPOSED GRANITE PATHWAY			
NET SITE AREA: 32,168 SF				
PROPOSED LANDSCAPING AREAS				
PARKING LOT PAVING:	6,126 SF	AT 5% REQUIRED =	306 SF	
PARKING LOT LANDSCAPING:	2,352 SF	(37% PROVIDED)		
OUTDOOR DOG PLAY:	7,584 SF			
PERIMETER LANDSCAPING:	6,582 SF			
TOTAL SITE LANDSCAPING:	8,834 SF	(27.5% PROVIDED)		
LANDSCAPING NOTES				
1. LANDSCAPING WILL COMPLY WITH THE APPLICABLE CITY OF OXNARD LANDSCAPE STANDARDS				
2. ALL LANDSCAPING AND IRRIGATION WILL COMPLY WITH CITY OF OXNARD WATER EFFICIENT LANDSCAPE ORDINANCE (CITY COUNCIL ORDINANCE #2822), CITY OF OXNARD LANDSCAPE CONSERVATION STANDARDS AND CA WATER CONSERVATION REQUIREMENTS.				
3. PRIOR TO SUBMITTAL OF LANDSCAPE AND IRRIGATION PLANS, DEVELOPER SHALL OBTAIN APPROVAL OF THE PLANNING MANAGER OR DESIGNEE OF A PLAN SHOWING ON THE PROJECT PROPERTY ALL EXISTING TREES AND IDENTIFYING THE TREES TO BE SAVED, TRANSPLANTED OR REMOVED.				
4. IRRIGATION SYSTEM SHALL BE ON A REGULAR WATERING SCHEDULE AND SHALL INCLUDE AUTOMATIC RAIN SHUT-OFF DEVICES, OR INSTRUCTIONS ON HOW TO OVERRIDE THE IRRIGATION SYSTEM DURING RAINY PERIODS.				
5. CONCEPTUAL PLANTING PLAN HAS BEEN COORDINATED WITH CIVIL ENGINEERING DRAWINGS AND NO CONFLICTS EXISTS WITH NPDES REQUIREMENTS.				
6. 36" HIGH SCREENING SHALL BE PROVIDED IN FRONT OF PARKING CARS FACING VENTURA BLVD.				
PLANT MATERIALS / LEGEND				
TREES				
BOTANICAL NAME / COMMON NAME	HT RANGE, CONT.	WATER USE		
GRIERA PARVIFLORA / AUSTRALIAN WILLOW	23'-33'	36" BOX LOW		
LAGERSTROEMIA 'TUSCARORA' / CRAPE MYRTLE	12'-25'	36" BOX LOW		
OLEA EUROPAEA 'WILSONE', MULTI-TRUNK	16'-20'	36" BOX LOW		
SHRUBS				
BOTANICAL NAME / COMMON NAME	SPACE, CONT.	WATER USE		
ANGELOZANTHOS X / 'ORANGE CROSS KANGAROO PAW'	30"	5 GAL MEDIUM		
CHONORHETALLUM TECTORUM / CAPE BUSH	42"	5 GAL LOW		
HELYOTRICHON SEMPERVIRENS / BLUE OAT GRASS	30"	5 GAL LOW		
MULLENBERGIA DUBIA / PINE MULEY	42"	5 GAL LOW		
PENNISETUM SPATHULATUM / SLENDER VELDT GRASS	24"	5 GAL LOW/MED		
RHAMNUS ALATERNUS / ITALIAN BUCHTHORN	96"	1.5 GAL LOW		
WESTRINGIA FRUTICOSA / BLUE GEM COAST ROSEMARY	36"	5 GAL LOW		
AGAVE WEBERI / SMOOTH-EDGE AGAVE	60"	5 GAL VERY LOW		
FESTUCA GLAUCA / BLUE PESCUE	18"	1 GAL LOW/MED		
DRY CREEK BED / RIVER ROCK	VARIOUS 96285	VARIOUS 96285		
SANTOLINA CHAMAECYPARISUS / LAVENDER COTTON	12"	FLATS LOW		
17 TREES WILL HAVE LARGER BOX CONTAINERS (24" REQ, 36" PROVIDED) @ \$350 EA = \$5,950				
PARKING LOT LANDSCAPING = 22% INCREASE OVER REQUIRED (1,946 SF x \$2.50/SF = \$3,892)				
TOTAL ADDITIONAL LANDSCAPING VALUE = \$9,842 (\$7,910 REQUIRED)				



COASTAL ARCHITECTS
800 E. Ventura Blvd., Suite 200, Oxnard, CA 93030
Tel: 805.985.7044 Fax: 805.201.3023 www.CoastalArch.com
Pamela K. Bickel, AIA, LEED AP
Jeff B. Bickel, AIA, LEED AP



Consultants:

Project Designed For:

DOGGIN' AROUND
PET BOARDING AND DAY CARE FACILITY
481 - 491 VENTURA BLVD
OXNARD CA 93036

REV.	DATE	DESCRIPTION OF REVISIONS
1		PROJECT COMMENTS
2		
3		
4		
5		

Approvals:

DATE	DESIGNED	PROJECT MANAGER
06/20/18		

DATE	DESIGNED	PROJECT MANAGER
06/20/18		

These drawings, specifications and other documents are the property of Coastal Architects and shall remain the property of Coastal Architects. They shall not be used for any other project without the written consent of Coastal Architects. The user shall indemnify and hold Coastal Architects harmless from and against all claims, damages, losses and expenses, including reasonable attorneys' fees, that may be incurred by Coastal Architects as a result of the use of these drawings.

Sheet Title:

CONCEPTUAL LANDSCAPE

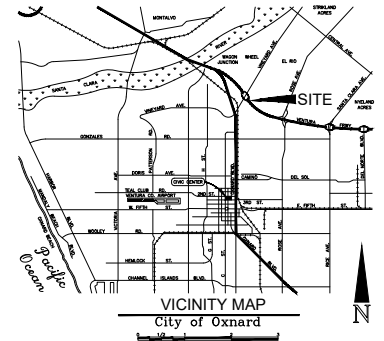
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11/18

ENGINEERING SITE PLAN

481 VENTURA BOULEVARD



GRADING CONSTRUCTION NOTES / LEGEND

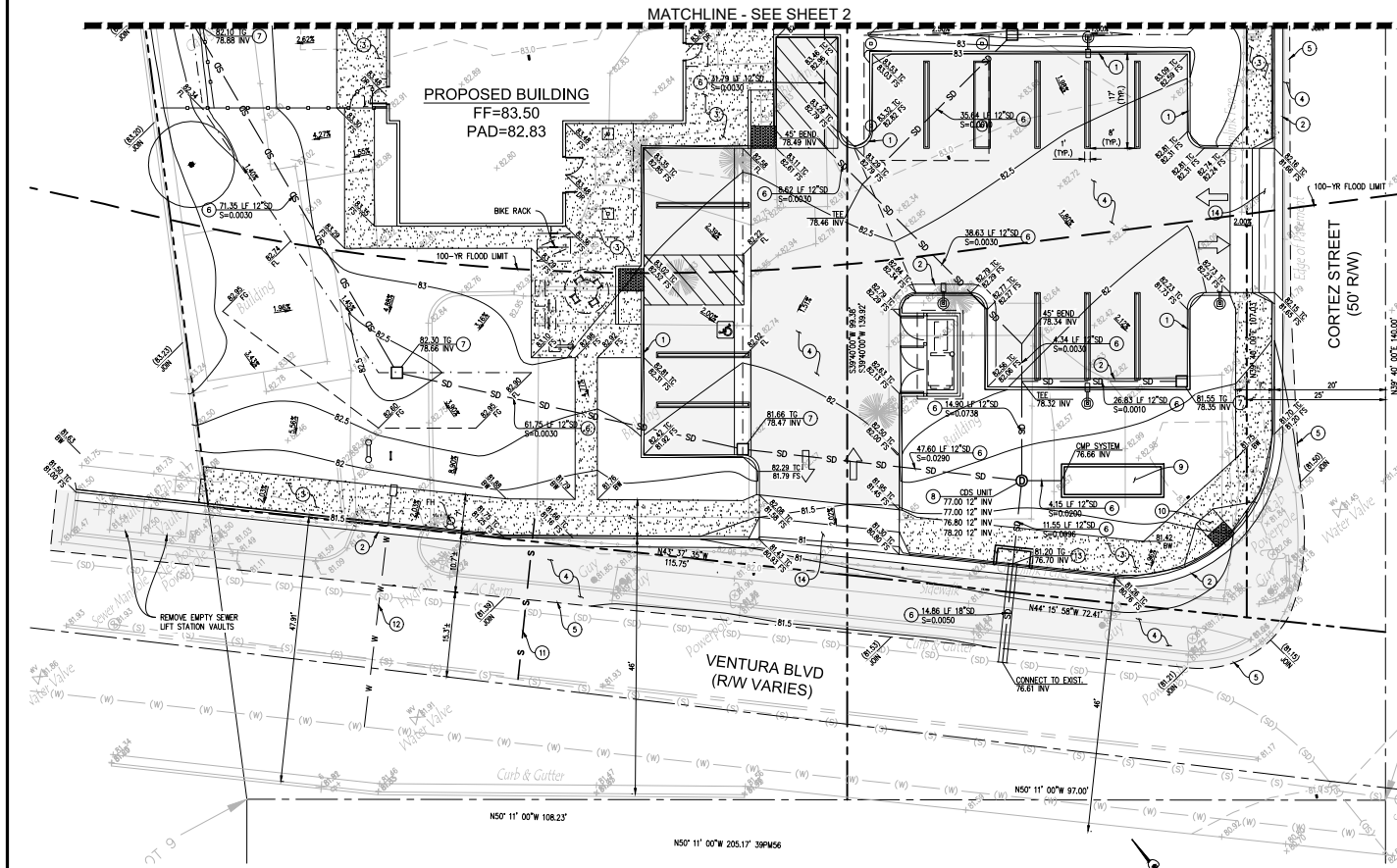
1. CONSTRUCT 6" CURB TYPE A1-6 PER CITY OF OXNARD STANDARD PLATE NO. 111.
2. CONSTRUCT 6" CURB AND GUTTER TYPE A2-6 PER CITY OF OXNARD STANDARD PLATE NO. 111.
3. HARDSCAPE, INSTALL MATERIAL ON 4" AGGREGATE BASE, SEE ARCHITECTURAL PLANS FOR PRODUCT SPECIFICATION, PRODUCT TO BE 4" P.C.C. UNLESS NOTED OTHERWISE.
4. CONSTRUCT A.C. PAVEMENT, SECTION TO BE DETERMINED PER SOILS REPORT.
5. SAWCUT EXISTING PAVEMENT.
6. INSTALL PVC SDR-35 STORM DRAIN, SIZE, LENGTH, AND SLOPE PER PLAN.
7. INSTALL BROOKS PRODUCTS CATCH BASIN (1212 UNLESS NOTED OTHERWISE).
8. INSTALL CDS UNIT FOR INFILTRATION PRETREATMENT.
9. INSTALL CMP INFILTRATION SYSTEM.
10. CONSTRUCT ADA RAMP PER CITY OF OXNARD STANDARD PLATE NO. 110, CASE A, TYPE 3.
11. INSTALL 6" SEWER LATERAL, SEWER WITHIN BUILDING FOOTPRINT TO BE PER PLUMBING PLANS, SHOWN FOR REFERENCE HEREIN.
12. INSTALL 2" WATER SERVICE PER CITY OF OXNARD STANDARD PLATE NO. 304.
13. CONSTRUCT CURB OPENING CATCH BASIN PER CITY OF OXNARD STANDARD PLATE NO. 501.
14. CONSTRUCT DRIVEWAY PER CITY OF OXNARD STANDARD PLATE NO. 115, Y=4'.

GRADING NOTES

1. CONSTRUCT STEM WALL AT BUILDING PERIMETER WHERE ADJACENT TO SOIL. CONSTRUCT 8" MINIMUM CLEAR SPACE FROM FINISHED SOIL GRADE TO BUILDING WALL.
2. UTILITY PROVIDERS ARE AS FOLLOWS:
 - 2.1. GAS: SOUTHERN CALIFORNIA GAS COMPANY
 - 2.2. ELECTRIC: SOUTHERN CALIFORNIA EDISON
 - 2.3. TELEPHONE: FRONTIER / SPECTRUM
 - 2.4. CABLE: FRONTIER / SPECTRUM
 - 2.5. WATER: CITY OF OXNARD
 - 2.6. SEWER: COUNTY OF VENTURA
3. PROJECT SITE IS WITHIN OXNARD SCHOOL DISTRICT AND OXNARD UNION HIGH SCHOOL DISTRICT.
4. DRAINAGE SYSTEM WILL BE DESIGNED IN ACCORDANCE WITH CITY OF OXNARD DRAINAGE STANDARDS.
5. ALL SLOPES TO BE CONSTRUCTED AT A MAXIMUM 2:1 (H:V).
6. ALL PROPOSED STORM DRAIN AND STORMWATER QUALITY SYSTEMS SHOWN HEREON ARE PRELIMINARY. STORM DRAIN AND STORMWATER QUALITY PLANS WILL BE PREPARED AND RECORDED PRIOR TO OCCUPANCY.

ABBREVIATIONS

BPP	BACKFLOW PREVENTION DEVICE	FF	FINISHED FLOOR
BL	BLOWOFF	FG	FINISHED GRADE
BOW	BOTTOM OF WALL (AT GROUND)	FS	FINISHED SURFACE
BW	BACK OF WALK	GB	GRADE BREAK
BLDG	BUILDING	HP	HIGH POINT
CB	CATCH BASIN	INV	INVERT ELEVATION
CD	CLEANDOUT	LP	LOW POINT
CONC	CONCRETE	MH	MANHOLE
CMP	CORRUGATED METAL PIPE	PV	POST INDICATOR VALVE
DR	DOOR	POC	POINT OF CONNECTION
DS	DOWN SPOUT	RIDE	RIDE
ESMT	EASEMENT	RM	ROOM ELEVATION
EG	EXISTING GRADE	RD	ROOF DRAIN
FC	FACE OF CURB	TC	TOP OF CURB
FF	FINISHED FLOOR	TW	TOP OF WALL
FDC	FIRE DEPARTMENT CONNECTION	TE	TRAIN ENCLOSURE
FH	FIRE HYDRANT	WM	WATER METER
FL	FLOW LINE	WV	WATER VALVE



LEGAL DESCRIPTION

REAL PROPERTY IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

PARCEL 1:
PART OF LOT 9 OF THE CLOVERDALE SUBDIVISION OF THE RANCHO SANTA CLARA DEL NORTE, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8, PAGE 38 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND DESCRIBED AS: BEGINNING AT THE CORNER COMMON TO LOT 9 AND 18 OF SAID SUBDIVISION AT A POINT IN THE NORTHEASTERLY LINE OF OLD CONRAD ROAD, 60.00 FEET WIDE, AS SHOWN ON SAID MAP; THENCE FROM SAID POINT OF BEGINNING, ALONG THE LINE COMMON TO SAID LOTS 9 AND 18,
1ST: NORTH 39°47' EAST 140.00 FEET TO A POINT; THENCE PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 9,
2ND: NORTH 50°20' EAST 97.00 FEET TO A POINT; THENCE PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT 9,
3RD: SOUTH 39°47' WEST 140.00 FEET, MORE OR LESS, TO A POINT IN THE WESTERLY LINE OF SAID LOT 9; THENCE ALONG SAID LINE,
4TH: SOUTH 50°21' EAST 97.00 FEET TO THE POINT OF BEGINNING.
EXCEPT THAT PORTION OF SAID LAND DESCRIBED IN A DEED TO THE STATE OF CALIFORNIA RECORDED OCTOBER 24, 1973 IN BOOK 4182, PAGE 79 OF OFFICIAL RECORDS.

PARCEL 2:
PART OF LOT 9 OF THE CLOVERDALE SUBDIVISION OF THE RANCHO SANTA CLARA DEL NORTE, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8, PAGE 38 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND DESCRIBED AS: BEGINNING AT THE MOST WESTERLY CORNER COMMON TO LOT 9, AT A POINT IN THE NORTHEASTERLY LINE OF OLD CONRAD ROAD, 60.00 FEET WIDE, AS SHOWN ON SAID MAP; THENCE FROM SAID POINT OF BEGINNING, ALONG THE NORTHEASTERLY LINE OF SAID LOT 9,
1ST: NORTH 32°07' EAST 258.81 FEET TO A POINT; THENCE PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 9,
2ND: SOUTH 50°20' EAST 142.72 FEET TO A POINT WHICH IS DISTANT NORTH 50°20' WEST 97.00 FEET FROM THE SOUTHEASTERLY LINE OF SAID LOT 9; THENCE PARALLEL WITH THE SAID SOUTHEASTERLY LINE,
3RD: SOUTH 39°47' WEST 258.00 FEET TO A POINT IN THE SOUTHWESTERLY LINE OF SAID LOT 9; THENCE ALONG SAID LINE,
4TH: NORTH 50°21' WEST 108.33 FEET TO THE POINT OF BEGINNING.
EXCEPT THAT PORTION OF SAID LAND DESCRIBED IN A DEED TO THE STATE OF CALIFORNIA RECORDED OCTOBER 24, 1973 IN BOOK 4182, PAGE 79 OF OFFICIAL RECORDS.

LEGEND

NEW	EXISTING	
		ASPHALT BROOM FINISH
		BLOCK RETAINING WALL
		BUILDING LINE
		CONCRETE CURB
		CONCRETE CURB & GUTTER
		CONTOUR LINE
		DRIVEWAY
		EDGE OF PAVEMENT
		FENCE LINE
		GRADE BREAK
		LOT LINE
		RIDGE LINE
		SANITARY SEWER
		SIDEWALK
		STORM DRAIN & CATCH BASIN
		TRACT BOUNDARY
		WATER LINE AND WATER METER

PREPARED BY:

CCE DESIGN ASSOCIATES, INC.
450 Rosewood Ave. • Suite 202 • Camarillo, CA 93010
805.738.5434 • www.ccedesignassociates.com

RANDY CHAPMAN, P.E.
R.C.E. No. 69614

DATE

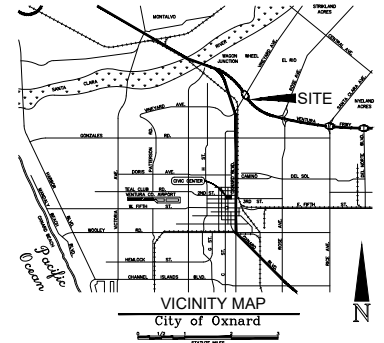
REVISIONS

NO.	DATE	DESCRIPTION	BY

		Development Services Department	
DOGGIN' AROUND		481 VENTURA BLVD	
ACCEPTED BY:	CITY ENGINEER	R.C.E. NO.	DATE
SHEET DRAWING NUMBER		SHEET NO. 1 OF 2	
DESIGNED BY:	DATE	CHECKED BY:	DATE
DRAWN BY: MC		CHECKED BY: MC	

ENGINEERING SITE PLAN

481 VENTURA BOULEVARD



GRADING CONSTRUCTION NOTES / LEGEND

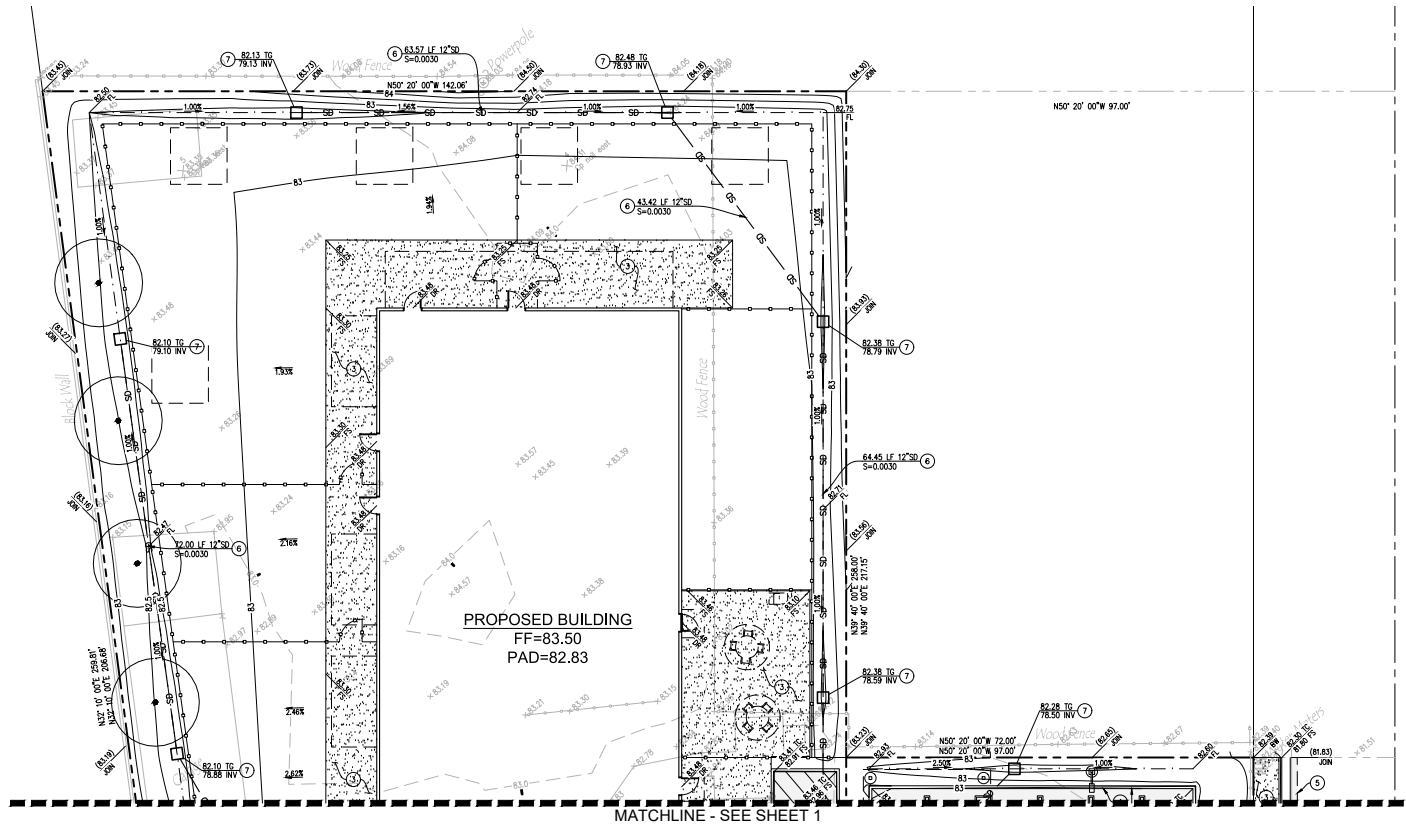
- CONSTRUCT 6" CURB TYPE A1-6 PER CITY OF OXNARD STANDARD PLATE NO. 111.
- CONSTRUCT 6" CURB AND GUTTER TYPE A2-6 PER CITY OF OXNARD STANDARD PLATE NO. 111.
- HARDSCAPE, INSTALL MATERIAL ON 4" AGGREGATE BASE, SEE ARCHITECTURAL PLANS FOR PRODUCT SPECIFICATION, PRODUCT TO BE 4" P.C.C. UNLESS NOTED OTHERWISE.
- CONSTRUCT A.C. PAVEMENT, SECTION TO BE DETERMINED PER SOILS REPORT.
- SAW CUT EXISTING PAVEMENT.
- INSTALL PVC SDR-35 STORM DRAIN, SIZE, LENGTH, AND SLOPE PER PLAN.
- INSTALL BROOKS PRODUCTS CATCH BASIN (1212 UNLESS NOTED OTHERWISE).
- INSTALL CDS UNIT FOR INFILTRATION PRETREATMENT.
- INSTALL CMP INFILTRATION SYSTEM.
- CONSTRUCT ADA RAMP PER CITY OF OXNARD STANDARD PLATE NO. 110, CASE A, TYPE 3.
- INSTALL 6" SEWER LATERAL, SEWER WITHIN BUILDING FOOTPRINT TO BE PER PLUMBING PLANS, SHOWN FOR REFERENCE HEREIN.
- INSTALL 2" WATER SERVICE PER CITY OF OXNARD STANDARD PLATE NO. 304.
- CONSTRUCT CURB OPENING CATCH BASIN PER CITY OF OXNARD STANDARD PLATE NO. 501.
- CONSTRUCT DRIVEWAY PER CITY OF OXNARD STANDARD PLATE NO. 115, Y=4'.

GRADING NOTES

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ABBREVIATIONS

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BO	BLOWOFF	FG	FINISHED GRADE
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CMP	CORRUGATED METAL PIPE	PV	POST INDICATOR VALVE
DOOR	DOOR	POC	POINT OF CONNECTION
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EG	EXISTING GRADE	RD	ROOF DRAIN
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FDC	FIRE DEPARTMENT CONNECTION	TE	TRAIN ENCLOSURE
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FL	FLOW LINE	WV	WATER VALVE



LEGAL DESCRIPTION

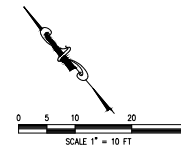
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LEGEND

NEW	EXISTING	
[Symbol]	[Symbol]	ASPHALT BEAM
[Symbol]	[Symbol]	BLOCK/RETAINING WALL
[Symbol]	[Symbol]	CONCRETE CURB
[Symbol]	[Symbol]	CONCRETE CURB CUT
[Symbol]	[Symbol]	CONCRETE CURB & GUTTER
[Symbol]	[Symbol]	CONTOUR LINE
[Symbol]	[Symbol]	DRIVEWAY
[Symbol]	[Symbol]	EDGE OF PAVEMENT
[Symbol]	[Symbol]	FENCE LINE
[Symbol]	[Symbol]	GRADE BREAK
[Symbol]	[Symbol]	LOT LINE
[Symbol]	[Symbol]	RIDGE LINE
[Symbol]	[Symbol]	SANITARY SEWER
[Symbol]	[Symbol]	SEAWALK
[Symbol]	[Symbol]	STORM DRAIN & CATCH BASIN
[Symbol]	[Symbol]	TRACT BOUNDARY
[Symbol]	[Symbol]	WATER LINE AND WATER METER



PREPARED BY:

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805.738.5434 • www.ccedesignassociates.com

RANDY CHAPMAN, P.E.
R.C.E. No. 69614

DATE

REVISIONS

NO.	DATE	DESCRIPTION	BY

OXNARD Development Services Department	
DOGGIN' AROUND 481 VENTURA BLVD	
ACCEPTED BY:	CITY ENGINEER R.E. XXXXX EXP. 5/25/00 DATE
SHEET DRAWING NUMBER	
REVIEWED BY:	DATE
DATE	DATE
DATE	DATE

ATTACHMENT “D”

Noise Study



621 CHAPALA STREET
SANTA BARBARA, CALIFORNIA 93101
T 805.963.0651 F 805.963.2074

March 5, 2019

Jeff Zook, AIA
Coastal Architects
505 South A Street
Oxnard, CA 93030

***SUBJECT: Proposed Doggin Around Facility, Oxnard, California
Noise Ordinance Compliance Evaluation
Letter Report of Results***

EXECUTIVE SUMMARY

Dudek completed an acoustical evaluation of the proposed Doggin Around canine daycare and boarding facility to be located at 481-491 Ventura Boulevard, in the City of Oxnard. The focus of our noise study was to predict sound levels associated with the operation of the proposed facility, for determination of compliance with the Oxnard Municipal Code noise level restrictions.

The exterior sound level limit for a commercial property is 65 dBA in the period from 7 a.m. to 10 p.m., and 60 dBA in the period from 10 p.m. to 7 a.m. With the proposed 8-foot high concrete block wall along the northern side and eastern side of the closest play yard to neighboring residential uses, day-time noise from operation of the proposed Doggin Around facility at the northern property line would be expected to range from **53 to 60 dBA** _{LEQ HOUR} while daytime operational levels at the eastern property boundary would be expected to range from **50 to 57 dBA** _{LEQ HOUR}. These levels would generally fall below the range of existing hourly traffic noise levels during the day, and would therefore largely be masked by existing traffic noise from US Highway 101 and Ventura Boulevard.

Because the hourly average sound levels for Doggin Around operations at the adjacent residential property boundary to the north and the residential property line to the east would be similar to those already existing from traffic noise sources, we would expect Doggin Around operations would be compliant with each of the requirements found in OMC SEC. 7-185(C), as adjusted for ambient sound levels.

INTRODUCTION

Dudek has completed an acoustical evaluation of the proposed Doggin Around canine daycare and boarding facility to be located at 481-491 Ventura Boulevard, in the City of Oxnard. The focus of our noise study was to predict sound levels associated with the operation of the proposed facility, for determination of compliance with the Oxnard Municipal Code noise level restrictions.

Since published data is not readily available for exercise/play yards at a canine facility such as this, we used sound level measurement data we collected at a similar existing canine daycare and boarding facility in Goleta, California to predict noise levels from operation of the proposed Doggin Around Oxnard facility. The operations and scale of the Goleta canine facility are almost identical to the proposed Doggin Around facility (100 dogs during the day maximum, 50 dogs at any one time outside in the play areas, and up to 75 dogs to be boarded indoors exclusively overnight); therefore sound level measurements of the Goleta canine facility should be representative as an operational sound level to reference for the Doggin Around operations.

This report presents a discussion of the Project Background and Vicinity Conditions (Section 1), Noise Criteria (Section 2), Reference Noise Levels - Goleta canine daycare and boarding facility sound measurement summary (Section 3), Facility Operations Predicted Sound Levels (Section 4), and Noise Policy/Ordinance Compliance Analysis (Section 5). Attachment 1 contains acoustic terminology and definitions that should be helpful in understanding report content.

1. PROJECT BACKGROUND AND EXISTING CONDITIONS

Site Description

The proposed Doggin Around facility would be developed on the property identified as 481-491 Ventura Boulevard, in the City of Oxnard. The regional and local context for the project site are illustrated on Figure 1 and 2, respectively. Existing adjacent land uses include an office building to the west/northwest, Ventura Boulevard and US Highway 101 to the south, a residence to the east/southeast, and existing residences to the north/northeast. The existing residence to the east/southeast and the residential neighborhood north/northeast of the project site are the only land use in the vicinity of the project considered to be noise-sensitive.

The project site is zoned "General Commercial". The property to the north/northeast, currently developed with multi-family residences, carries a County zoning of "Exclusive Residential, 20,000 sq. ft. parcel size (RE-20,000 sq. ft.)." This adjacent residential property is in the El Rio community of Ventura County, outside of the City's jurisdiction.

Project Description

The proposed Site Plan for the facility is provided in Figure 3. As illustrated in Figure 3, a structure is proposed to be centered within approximately the upper (northerly) 2/3 of the site. Outdoor play yards for dogs would wrap around the west, north, and east sides of the structure. Landscaping and a parking lot would occupy approximately the southern 1/3 of the parcel.

The distance between the closest outdoor play yard and the residential property line to the north would be approximately 6 feet; the distance from the center of the closest play yard to the residential property line would be 20 feet. The distance between the closest outdoor play yard and the residential property line to the east would be approximately 6 feet; the distance from the center of the closest play yard to the residential property line would be 30 feet. The outdoor play yards would operate between the hours of approximately 7 AM and 7 PM Monday through Friday, and between 9 AM and 5 PM Saturday and Sunday. Overnight boarding for dogs would be provided, within dedicated interior areas of the building. Canine guests would not be left in exterior portions of the site later than 7 PM. The building includes sleeping quarters for an overnight caretaker.

Existing Noise Levels

Transportation noise sources affecting the Doggin Around Oxnard project site include vehicular traffic along Ventura Boulevard and US Highway 101, which are both adjacent to the southerly property boundary for the site. In order to characterize existing noise levels in the project vicinity from these traffic noise sources, Dudek conducted a 24-hour sound level measurement from November 17 – 18, 2017 at a nearby property (633 Ventura Boulevard). The location of the sound level measurement is illustrated on Figure 4. The microphone height was 5 feet above the ground on a tripod and the microphone was equipped with a windscreen. The sound level meter used for the survey was set to the “slow” time response and the A-weighting scale for the noise measurement. To ensure accuracy, the calibration of the meter was field checked before and after the measurement using a portable acoustical calibrator.

The 24-hour sound level measurement (Figure 4) was intended to address existing noise levels along the closest residential property line in the neighborhood to Ventura Boulevard, from traffic noise sources along Ventura Boulevard and US Highway 101. The 24-hour measurement was conducted using a SoftDB Piccolo Model 3 integrating sound level meter, which meets the ANSI specification for a Type 2, general purpose meter. The log for the Piccolo meter with hourly data over the 24-hour measurement period at 633 Ventura Boulevard is provided in Attachment 2. Attachment 2 also provides a worksheet for the calculation of the existing CNEL value at the measurement location, based upon the recorded hourly noise averages ($L_{EQ\ HOUR}$).

Noise Study – Doggin Around – 481 - 491 Ventura Blvd., Oxnard, California

The measurement location at 633 Ventura Boulevard (M on Figure 4) has similar exposure to Ventura Boulevard and US Highway 101 traffic noise as locations along the northerly (residential) property line of the Doggin Around property, except that the measurement location (M) was at a distance of approximately 465 feet from the north edge of US Highway 101; whereas, the residential property line along the north of the Doggin Around site (at R1 in Figure 4) is approximately 335 feet from the north edge of US Highway 101. The east/west oriented property line between the eastern portion of the Doggin Around property and the residential property to the north (at R3) is a distance of approximately 105 feet from the northern edge of US Highway 101. Finally, the mid-point of the north-south oriented property line between the Doggin Around property and the residential property to the east (at R2) is approximately 220 feet north of the north edge of US Highway 101.

In order to determine the traffic noise level at the above distances from US Highway 101, the following equation is used for sound attenuation due to distance, for a line source (which is applicable to traffic along a roadway or freeway):

$$SPL_1 = SPL_2 - 10\log(D_2/D_1)$$

Where: SPL_1 is the calculated sound pressure level (in dB) at specified distance [D_2]
 SPL_2 is a known (measured) sound pressure level at a known distance [D_1]
 D_1 is distance from source to measured sound pressure level
 D_2 is distance from source to location of calculated sound pressure level

Using the above equation, the known sound level at the measurement point, the distance between the measurement point and US Highway 101, sound levels at various points along the Doggin Around property boundary were calculated. Table 1 summarizes the results of the existing sound level calculations for the Doggin Around site, in terms of the CNEL value at the receiver locations. The modelled receiver locations are indicated on Figure 4.

Table 1 Calculated Existing CNEL at Selected Receiver Locations Doggin Around Oxnard Site	
Location	CNEL (dBA)
Measurement Location (M) (633 Ventura Blvd, 465 ft. from US 101)	64
R1 (335 feet from US 101)	65
R2 (220 feet from US 101)	67
R3 (105 feet from US 101)	70

Recorded hourly average noise levels at 633 Ventura Boulevard during the day (i.e., from 7 a.m. to 10 p.m.) ranged from 54 to 63 dBA $L_{EQ\ HOUR}$. Hourly average noise levels at 633 Ventura Boulevard during the night (i.e., from 10 p.m. to 7 a.m.) ranged from 51 to 62 dBA $L_{EQ\ HOUR}$. At the northern Doggin Around property boundary (at R1), these noise level ranges are expected to be 1 dBA higher, or from 55 to 64 dBA $L_{EQ\ HOUR}$ daytime and from 52 to 63 dBA $L_{EQ\ HOUR}$ nighttime. This is based on the reduced distance of the northern Doggin Around residential property boundary to US Highway 101 and Ventura Boulevard (335 feet, R1), compared to the measurement point distance (465 feet, M) from these roadways.

2. NOISE CRITERIA

Oxnard Municipal Code (OMC)

The City of Oxnard Noise Ordinance (Municipal Code Chapter 7, Article XI) regulates the generation of noise within the City. The following sections are applicable to the proposed project.

SEC. 7-184. DESIGNATED SOUND ZONES.

The properties hereinafter described are hereby assigned to the following sound zones:

- (A) Sound Zone I - Residential property: R-1, R-2, R-3, R-4, R-B-1, R-W-1, R-W-2, R-2-C, R-3-C, MH-P, MHP-C, R-P-D, CPC, R-BF, CBD, C-O, C-1, C-2, CVC, CNC, BRP, HCI, and any of the above zones with a PD suffix.
- (B) Sound Zone II - Commercial property: C-1, C-2, CBD, CVC, CNC, BRP, RP, RC, HCI, and any of the preceding zones with a PD suffix.
- (C) Sound Zone III - Industrial property: M-L, M-1, M-2, M-P-D, CR, CDI, EC, COD, and any of the preceding zones with a PD suffix.
- (D) Sound Zone IV - All property within the contours around a roadway, railroad track, or the Oxnard Airport as identified in Figure IX-2 of the Noise Element of the 2020 General Plan.

('64 Code, Sec. 19-60.5) (Ord. No. 2292)

SEC. 7-185. EXTERIOR SOUND STANDARDS.

- (A) The following standards, unless otherwise specifically indicated, shall apply to all property within the designated sound zone:

Noise Study – Doggin Around – 481 - 491 Ventura Blvd., Oxnard, California

<i>Sound Zone</i>	<i>Type of Land Use</i>	<i>Allowable Exterior Sound Level</i>	
		<i>7:00 a.m. to 10:00 p.m.</i>	<i>10:00 p.m. to 7:00 a.m.</i>
I	Residential	55 dBA	50 dBA
II	Commercial	65 dBA	60 dBA
III	Industrial	70 dBA	70 dBA
IV	As identified in Figure IX-2 of the 2020 General Plan		

- (B) Each of the sound levels specified shall be reduced by five dBA for impulse sound and simple tone noise, or for sounds consisting of speech or music, provided, however, that if the ambient sound level exceeds the allowable exterior sound level, the ambient sound level shall be the standard.
- (C) No person at any location within the city shall create, maintain, cause or allow any sound on property which causes the sound level, when measured on any other property, to exceed:
- (1) The allowable exterior sound level for a cumulative period of more than 30 minutes in any hour;
 - (2) The allowable exterior sound level plus five dBA for a cumulative period of more than 15 minutes in any hour;
 - (3) The allowable exterior sound level plus ten dBA for a cumulative period of more than five minutes in any hour;
 - (4) The allowable exterior sound level plus 15 dBA for a cumulative period of more than one minute in any hour; or
 - (5) The allowable exterior sound level plus 20 dBA for any period of time.
- (D) In the event the ambient sound level exceeds any of the first four sound level categories in subsection (C) above, the allowable exterior sound level applicable to the category shall be increased to reflect ambient sound level. In the event the ambient sound level exceeds the fifth category, the maximum allowable exterior sound level under the category shall be increased to reflect the maximum ambient sound level.
- (E) If the measurement location is on a boundary between two different sound zones, the lower allowable exterior sound level applicable to the sound zone shall apply.
- (F) If the intruding sound level is continuous and cannot be reasonably discontinued or stopped for a time period whereby the ambient sound level may be determined, then the measured sound level obtained while the sound source is in operation shall be compared directly to the allowable exterior sound level. The allowable exterior sound level shall be the one applicable to the type of land use at the location of the measurement and the time of day.
- (G) The reasonableness of temporarily discontinuing the sound generated by an intruding sound source shall be determined by the director for the purpose of establishing the existing ambient sound level at the measurement location.

('64 Code, Sec. 19-60.6) (Ord. No. 2292)

3. REFERENCE NOISE LEVELS – GOLETA CANINE DAYCARE & BOARDING

Because the proposed Doggin Around facility is a unique operation, published reference noise levels are not available to predict sound generation from the outdoor activity areas of the facility. However, there is a canine daycare and boarding facility in operation in Goleta California, which is very similar to the Doggin Around facility proposed for Oxnard. Dudek completed a noise measurement program for the outdoor play areas of the Goleta canine daycare and boarding operation to use as a reference noise level for the proposed Oxnard Doggin Around facility.

3.1 NOISE MEASUREMENTS – OUTDOOR PLAY/EXERCISE YARD GOLETA FACILITY

The exercise/play area is located outdoors, and measures approximately 70 feet by 70 feet. Wood fencing 8 feet in height is located along the eastern, southern, and western side of the play area, a structure abuts the northern side of the play area.

In order to quantify sound levels associated with the exercise play yard, Dudek completed a 24-hour sound level measurement at a representative location at the Goleta canine daycare and boarding facility. The measurement location was approximately 5 feet east of the western property boundary, near the western edge of the play/exercise area, just outside the chain-link fence for the play area but inside the wood fence at the perimeter of the facility. This location was selected to evaluate sound levels along the margin of the play/exercise area and the meter had direct exposure to all of the play area.

Dudek monitored noise levels on Tuesday September 27 and Wednesday September 28, 2016. The measurements were taken with a calibrated SoftdB Model Piccolo 3 integrating sound level meter equipped with a 1/2-inch pre-polarized condenser microphone with pre-amplifier. This sound level meter meets the current American National Standards Institute standard for a Type 2 general purpose sound level meter.

The sound level meter automatically recorded the average hourly noise level ($L_{eq \text{ hour}}$) for each hour of the 24-hour measurement period. The sound level measurement results for the ambient noise environment evaluation are included in Attachment 3. During the hours of operation for the facility (7 AM to 7 PM), the recorded average noise levels ranged from 65 dBA to 72 dBA $L_{eq \text{ hour}}$ at the measurement location adjacent to the dog play yard.

3.2 NOISE CALCULATION – CNEL

Using the recorded hourly average noise level data for the Goleta canine daycare and boarding facility, Dudek calculated the CNEL for the sound measurement location along the western margin of the play/exercise area. The calculated CNEL is presented in Table 2. See Attachment 3 for the accompanying worksheets for existing condition CNEL calculation.

Table 2	
Existing CNEL for Goleta Canine Daycare & Boarding Facility	
Location	CNEL (dBA)
Western Margin Play/Exercise Area Measurement Location	69

The above calculation of the existing CNEL includes background noise levels during the period from 7 PM to 7 AM, when no outdoor play yard activities are allowed and therefore no noise is generated within the play/exercise area.

The CNEL value based only upon the recorded average noise levels while the facility is in operation was also calculated, this value is 67 dBA CNEL (this is the CNEL based upon operating hours of the outdoor site activities alone, and not existing background noise contributions when the outdoor areas of the site would be “closed”). With dogs able to move throughout the play area, activity levels at any point within the play area would vary. At certain times of the hour, many dogs might be playing close to one side of the play area, and at other times, they might be playing near the opposite side of the play area. The physical center point of the play area represents an average of all the locations within the play/exercise area where activity could occur, and this is therefore considered the acoustic center of the play/exercise area. The sound measurement location within the play/exercise area is approximately 30 feet from the acoustic center of the play/exercise area.

In terms of the proposed Oxnard Doggin Around facility, the noise level associated with the outdoor play/exercise area would be based upon the CNEL value for the operating schedule of the outdoor portions of the site, or a **CNEL of 67 dBA** at 30 feet from the center of the play/exercise area.

4. DOGGIN AROUND OXNARD FACILITY OPERATIONS PREDICTED SOUND LEVEL

4.1 NOISE MEASUREMENTS – DISTANCE ATTENUATION

Sound attenuation due to distance, for a point source (which is applicable to the play/exercise area) is calculated with the equation:

$$SPL_1 = SPL_2 - 20\log(D_2/D_1)$$

Where:

- SPL₁ is the calculated sound pressure level (in dB) at specified distance [D₂]
- SPL₂ is a known (measured) sound pressure level at a known distance [D₁]
- D₁ is distance from source to measured sound pressure level
- D₂ is distance from source to location of calculated sound pressure level

Based on the play/exercise area noise levels monitored at the Goleta canine daycare and boarding facility, we calculated the CNEL from facility operations (7 AM to 7 PM) alone to be 67 dBA CNEL at 30 feet from the center of the outdoor exercise/play area. At the Oxnard Doggin Around facility, the center of the closest play yard would be approximately 20 feet to the property line for adjacent residences to the north; the center of the closest play yard would be approximately 30 feet to the property line for adjacent residences to the east. Based on the attenuation formula presented above, and a distance of 20 feet, the Doggin Around exterior exercise/play area noise level would be 70 dBA CNEL at the residential property line to the north (R1); at a distance of 30 feet, the Doggin Around exterior exercise/play area noise level would be 66 dBA CNEL at the residential property line to the east (R2). These predicted noise levels do not account for the attenuation from the proposed 8-foot barrier along the property line (discussed below).

4.2 BARRIER ATTENUATION

The attenuation provided by a barrier depends upon the distance between the noise source and the barrier, the distance to the receiver from the opposite side of the barrier, and the elevation of the source, the receiver, and the top of the barrier. The equation for attenuation from an outdoor barrier is given by:

$$\Delta L_B = 5 + 20 \log \frac{\sqrt{2\pi N}}{\tanh \sqrt{2\pi N}} \quad (dB)$$

Where: L_B is the reduction in sound level from the barrier
 N is the Fresnel number (derived from the difference in path length between source and receiver, without versus with the barrier, and the wave length for the applicable noise frequency)

The above equation was used to calculate the reduction in sound levels based upon the proposed 8-foot barrier along the property line. With the proposed eight-foot high concrete wall along the property boundary, the play yard noise would be reduced to **58 dBA CNEL** on the residential side of the barrier wall along the northern residential property line and would be reduced to **54 dBA CNEL** on the residential side of the barrier wall along the eastern residential property line.

The existing traffic noise at the property line between the Doggin Around site and the adjacent northern residential property (R1) was calculated to be 65 dBA CNEL; thus operational noise levels (58 dBA CNEL) would be lower than existing traffic-related noise levels. The existing traffic noise at the property line between the Doggin Around site and the adjacent eastern residential property (R2) was calculated to be 67 dBA CNEL; thus operational noise levels along this property boundary (54 dBA CNEL) would also be lower than existing traffic-related noise levels.

5. NOISE ORDINANCE (MUNICIPAL CODE) COMPLIANCE ANALYSIS

The exterior sound level limit for a commercial property is 65 dBA in the period from 7 a.m. to 10 p.m., and 60 dBA in the period from 10 p.m. to 7 a.m. Based upon the noise measurements performed at the Goleta canine daycare and boarding facility, adjusting for the 20 foot distance from the center of the closest play area to the adjacent residential property line, and accounting for the attenuation delivered by the eight-foot high barrier wall, noise levels during the day from Doggin Around operations would be expected to range from **53 to 60 dBA L_{EQ HOUR}** at the closest (northern) residential property line (R1), and from **50 to 57 dBA L_{EQ HOUR}** at the eastern residential property boundary. These levels would generally fall below the range of existing hourly traffic noise levels during the day, and would therefore largely be masked by the traffic noise.

The maximum sound level recorded during each of the hours of operation at the Goleta canine facility ranged up to 94 dBA L_{MAX}. Converting this sound level using distance attenuation to the residential property line from the center of the closest play area, and considering attenuation from the 8-foot high concrete block wall along the north side of the play area, the maximum noise level at the adjacent residential property line from Doggin Around operations would be **85 dBA (L_{MAX})**. This sound level is compliant with the requirements found in OMC SEC. 7-185(C).

Because the hourly average sound levels for Doggin Around operations at the adjacent residential property boundaries would be similar to those already existing from traffic noise sources, we would expect Doggin Around operations would be compliant with each of the requirements found in OMC SEC. 7-185(C), as adjusted for ambient sound levels.

This completes the noise study prepared by Dudek for the proposed Oxnard Doggin Around facility. Should you have any questions regarding the above information, please do not hesitate to contact me at (805) 308-8527 or jleech@dudek.com.

Respectfully submitted,

DUDEK



JONATHAN V. LEECH, INCE

Senior Environmental Planner / Acoustician

Encl.: Figures 1 - 4

Attachment 1 – Acoustic Terminology

Attachment 2 – Recorded Sound Level Data for Ambient Noise Level & CNEL Worksheets

Attachment 3 – Goleta Dog Resort Sound Level Measurement Data

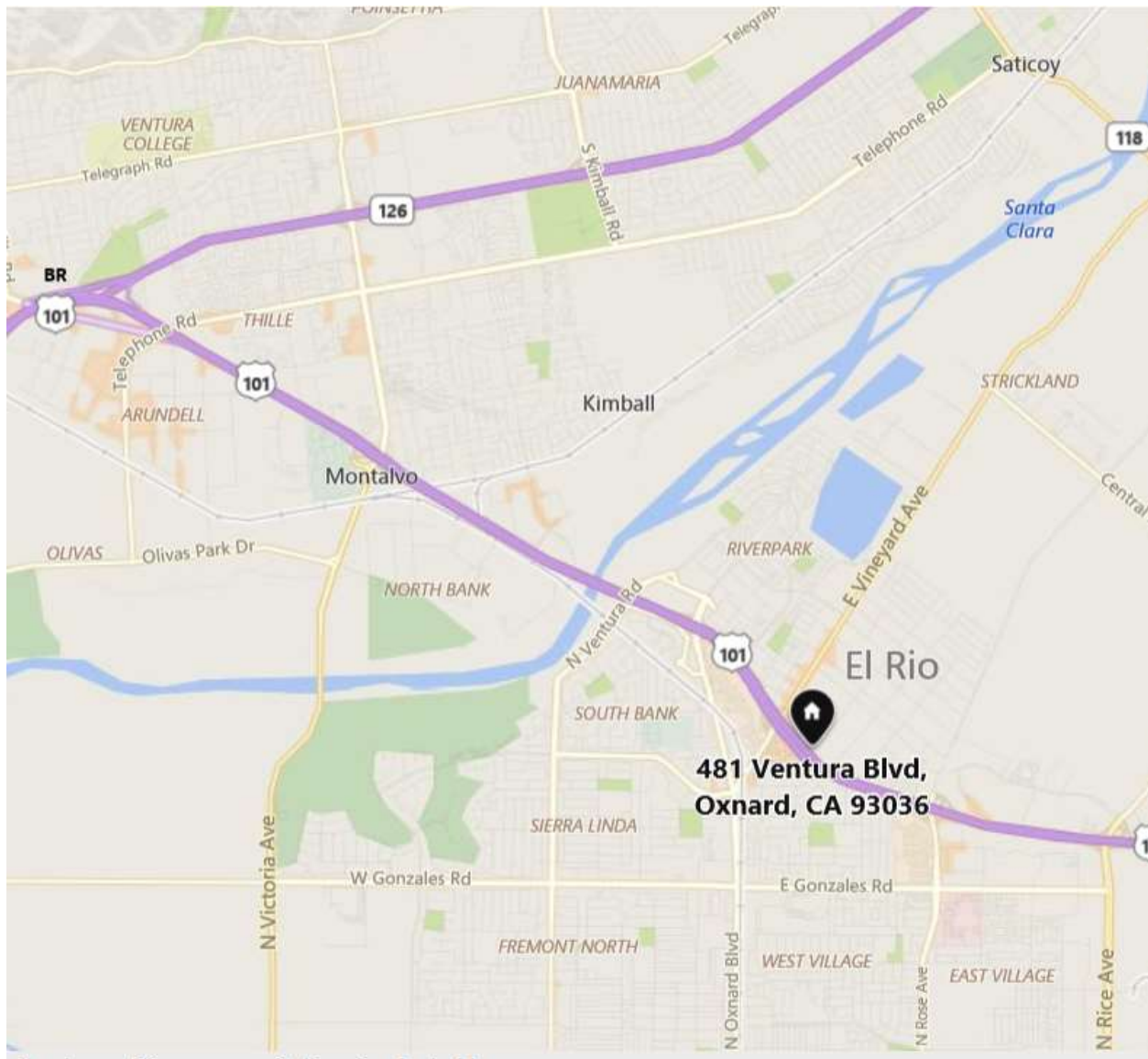


FIGURE 1

REGIONAL SETTING

DOGGIN AROUND OXNARD NOISE REPORT

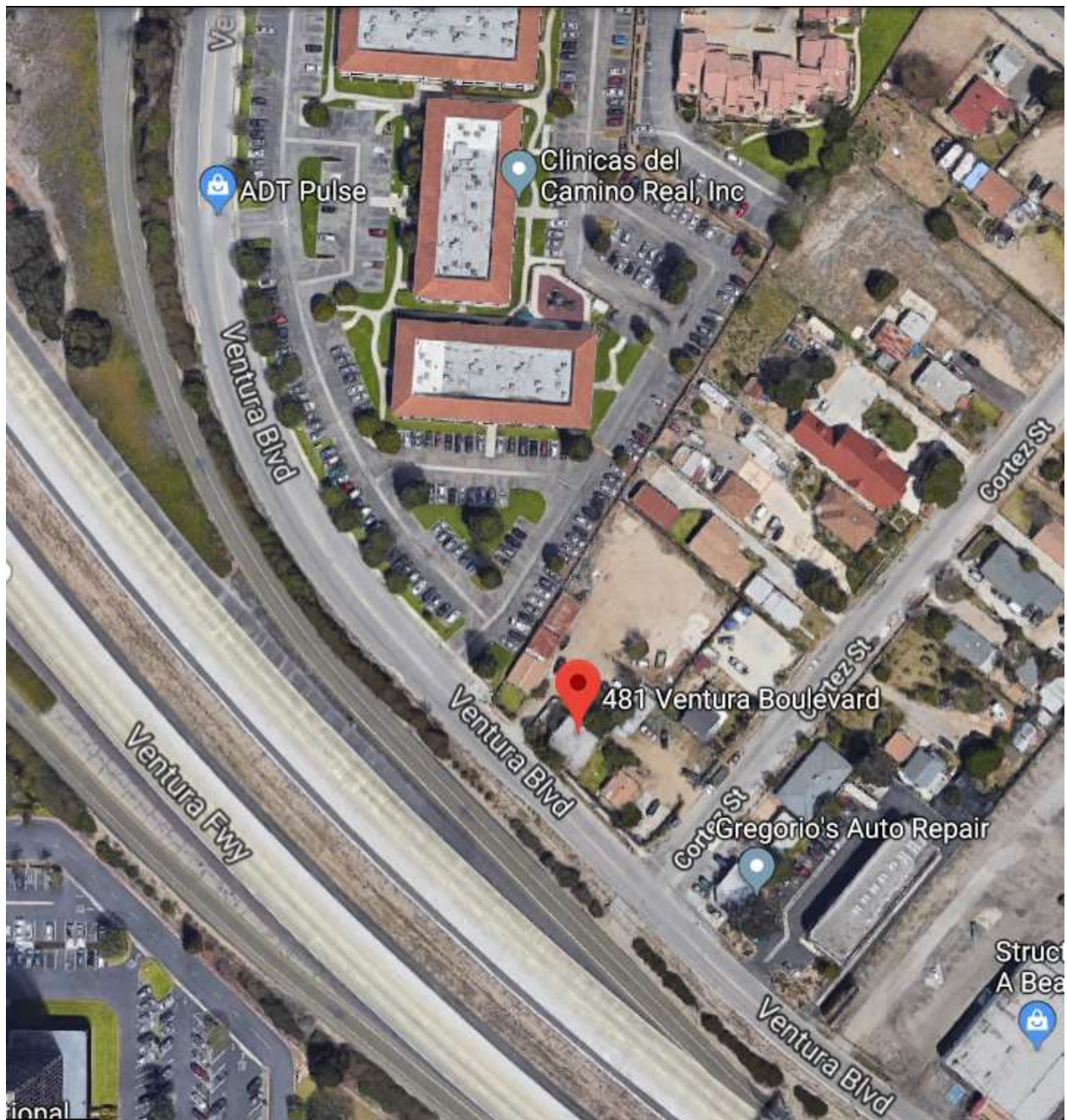
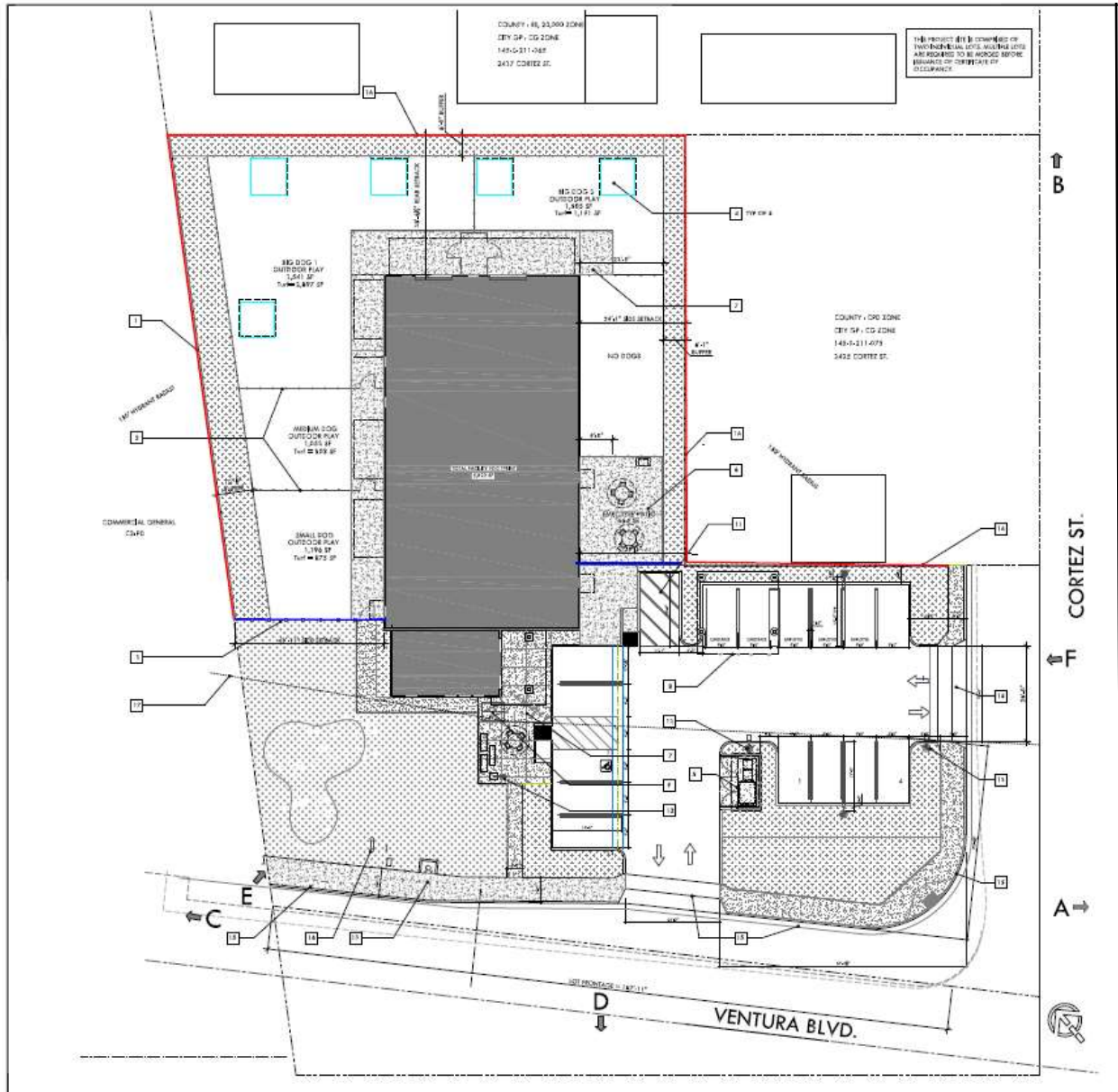


FIGURE 2

LOCAL SETTING

DOGGIN AROUND OXNARD NOISE REPORT



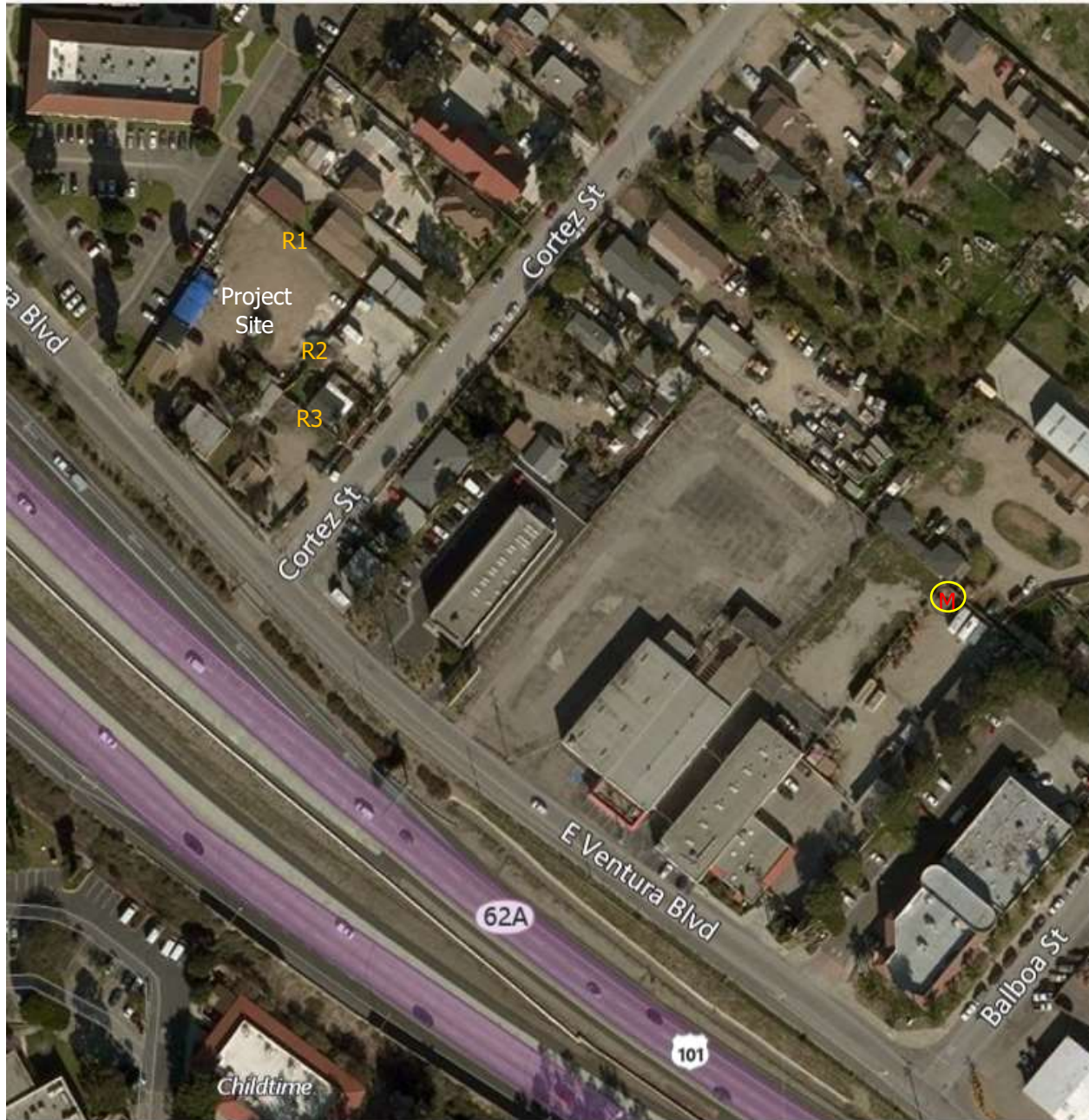
LEGEND

- Six-Foot High Concrete Block Wall
- Eight-Foot High Redwood Fence
- Shade Canopy (Temporary Use)

FIGURE 3

SITE PLAN

DOGGIN AROUND OXNARD NOISE REPORT



LEGEND

-  – 24 Hour Sound Level Measurement Location
- R# - Receiver Location for Sound Level Modelling

FIGURE 4
NOISE MEASUREMENT LOCATIONS
DOGGIN AROUND OXNARD NOISE REPORT

ATTACHMENT 1

DEFINITIONS

Term	Definition
Ambient Noise Level	The composite of noise from all sources near and far. The normal or existing level of environmental noise at a given location.
A-Weighted Sound Level, (dB[A])	The sound pressure level in decibels as measured on a sound level meter using the A-weighted filter network. The A-weighting filter de-emphasizes the very low and very high frequency components of the sound in a manner similar to the frequency response of the human ear and correlates well with subjective reactions to noise.
Community Noise Equivalent Level, (CNEL)	is the A-weighted equivalent continuous sound exposure level for a 24-hour period with a ten dB adjustment added to sound levels occurring during nighttime hours (10 pm to 7 am) and a five dB adjustment added to the sound levels occurring during the evening hours (7 pm to 10 pm).
Decibel, (dB)	A unit for measuring sound pressure level, equal to 10 times the logarithm to the base 10 of the ratio of the measured sound pressure squared to a reference pressure, which is 20 micropascals.
Time-Average Sound Level, (TAV)	The sound level corresponding to a steady state sound level and containing the same total energy as a time varying signal over a given sample period. TAV is designed to average all of the loud and quiet sound levels occurring over a specific time period.
Sound Transmission Class, (STC)	A single number rating of the noise reduction of a building element.

ATTACHMENT 2
SOUND METER DATA LOGS
AND
EXISTING CNEL WORKSHEETS

633 Ventura Boulevard

Doggin Around Oxnard
Existing Sound Levels

24-Hour Sound Level Results

	Slow Response	dBA weighting		2.0 dB resolution stats			
Date hh:mm:ss	LeqPeriod Leq	Lmax	Lmin	L10%	L50%	L90%	
11/17/2017 15:42	1.0 hour	60.2	76.7	56.4	61	59	57
11/17/2017 16:42	1.0 hour	58.6	74.4	52.5	59	57	55
11/17/2017 17:42	1.0 hour	56	68.2	52.3	57	55	53
11/17/2017 18:42	1.0 hour	59	73.4	53.7	59	57	55
11/17/2017 19:42	1.0 hour	59.7	71.4	53.2	61	59	55
11/17/2017 20:42	1.0 hour	55.1	66.4	48.2	57	53	51
11/17/2017 21:42	1.0 hour	53.7	66.2	47.6	55	53	51
11/17/2017 22:42	1.0 hour	53.5	65.5	47.8	55	53	51
11/17/2017 23:42	1.0 hour	53.3	70.5	47.5	53	51	49
11/18/2017 0:42	1.0 hour	52	68.3	46.3	53	51	47
11/18/2017 1:42	1.0 hour	51.5	66.2	45.4	53	49	47
11/18/2017 2:42	1.0 hour	51.2	63.4	44	53	49	47
11/18/2017 3:42	1.0 hour	52.2	59.6	45.1	53	51	47
11/18/2017 4:42	1.0 hour	55.5	66.7	49.4	57	53	51
11/18/2017 5:42	1.0 hour	58.9	68.1	53.5	59	57	55
11/18/2017 6:42	1.0 hour	62.2	73.1	56.8	63	61	59
11/18/2017 7:42	1.0 hour	63.3	81.2	57.4	67	65	65
11/18/2017 8:42	1.0 hour	62.2	70.6	55.1	67	65	63
11/18/2017 9:42	1.0 hour	61.2	77.5	54.3	65	63	63
11/18/2017 10:42	1.0 hour	61.7	72.9	54.2	65	65	63
11/18/2017 11:42	1.0 hour	57.2	72.8	50.4	59	55	53
11/18/2017 12:42	1.0 hour	56.7	75.7	50.8	57	55	53
11/18/2017 13:42:4	1.0 hour	59.6	73	53.2	61	59	55
11/18/2017 14:42:1	1.0 hour	60.4	75.2	56.7	61	59	57

Leq	Time	Adjustment				
52	Midnight	10	62	62		
51.5	1	10	61.5	61.5		
51.2	2	10	61.2	61.2		
52.2	3	10	62.2	62.2		
55.5	4	10	65.5	65.5		
58.9	5	10	68.9	68.9		
62.2	6	10	72.2	72.2		
63.3	7am		63.3	63.3		
62.2	8		62.2	62.2		
61.2	9		61.2	61.2		
61.7	10		61.7	61.7		
57.2	11		57.2	57.2		
56.7	noon		56.7	56.7		
59.6	1		59.6	59.6		
60.4	2		60.4	60.4		
60.2	3		60.2	60.2		
58.6	4		58.6	58.6		
56	5		56	56		
59	6		59	59		
59.7	7	5	64.7	59.7		
55.1	8	5	60.1	55.1		
53.7	9	5	58.7	53.7		
53.5	10	10	63.5	63.5		
53.3	11	10	63.3	63.3		
			63.6	63.4		
			CNEL	LDN		

ATTACHMENT 3
GOLETA DOG RESORT FACILITY
(REPRESENTATIVE NOISE LEVELS FROM OPERATIONAL FACILITY)
SOUND LEVEL MEASUREMENT DATA

Rec 1 to 24		Slow Response		dBA weighting	
Date hh:mm:ss	LeqPeriod	Leq	Lmax	Lmin	
9/27/2016 6:31	1.0 hour	64.2	90.9	50.2	
9/27/2016 7:31	1.0 hour	71.8	91.8	52	
9/27/2016 8:31	1.0 hour	71.3	90.4	49.9	
9/27/2016 9:31	1.0 hour	70.9	92.8	48	
9/27/2016 10:31	1.0 hour	70.7	91.4	47.5	
9/27/2016 11:31	1.0 hour	68.1	94.1	44.5	
9/27/2016 12:31	1.0 hour	65.3	87.5	46.4	
9/27/2016 13:31	1.0 hour	71.4	95.1	45.4	
9/27/2016 14:31	1.0 hour	69.8	95.9	48.8	
9/27/2016 15:31	1.0 hour	71.5	92.7	47.7	
9/27/2016 16:31	1.0 hour	72.1	94.1	47.3	
9/27/2016 17:31	1.0 hour	71.3	94	47.4	
9/27/2016 18:31	1.0 hour	69.8	92.9	44	
9/27/2016 19:31	1.0 hour	60	75.9	46.4	
9/27/2016 20:31	1.0 hour	58.6	76.9	43.9	
9/27/2016 21:31	1.0 hour	56.3	72.2	40.2	
9/27/2016 22:31	1.0 hour	55.4	76.2	42.8	
9/27/2016 23:31	1.0 hour	53.7	70.5	42.4	
9/28/2016 0:31	1.0 hour	51.6	68.3	37.9	
9/28/2016 1:31	1.0 hour	49.8	72	39.9	
9/28/2016 2:31	1.0 hour	48.8	64.2	39.3	
9/28/2016 3:31	1.0 hour	50.2	64.9	40.1	
9/28/2016 4:31	1.0 hour	53.4	69.7	40.9	
9/28/2016 5:31	1.0 hour	59.1	74.6	43.8	

Leq	Time	Adjustment				
53.7	Midnight	10	63.7	63.7		
51.6	1	10	61.6	61.6		
49.8	2	10	59.8	59.8		
48.8	3	10	58.8	58.8		
50.2	4	10	60.2	60.2		
53.4	5	10	63.4	63.4		
59.1	6	10	69.1	69.1		
64.2	7am		64.2	64.2		
71.8	8		71.8	71.8		
71.3	9		71.3	71.3		
70.9	10		70.9	70.9		
70.7	11		70.7	70.7		
68.1	noon		68.1	68.1		
65.3	1		65.3	65.3		
71.4	2		71.4	71.4		
69.8	3		69.8	69.8		
71.5	4		71.5	71.5		
72.1	5		72.1	72.1		
71.3	6		71.3	71.3		
69.8	7	5	74.8	69.8		
60	8	5	65	60		
58.6	9	5	63.6	58.6		
56.3	10	10	66.3	66.3		
55.4	11	10	65.4	65.4		
			69.0	68.5		
			CNEL	LDN		

Leq	Time	Adjustment				
0	Midnight	10	10	10		
0	1	10	10	10		
0	2	10	10	10		
0	3	10	10	10		
0	4	10	10	10		
0	5	10	10	10		
0	6	10	10	10		
64.2	7am		64.2	64.2		
71.8	8		71.8	71.8		
71.3	9		71.3	71.3		
70.9	10		70.9	70.9		
70.7	11		70.7	70.7		
68.1	noon		68.1	68.1		
65.3	1		65.3	65.3		
71.4	2		71.4	71.4		
69.8	3		69.8	69.8		
71.5	4		71.5	71.5		
72.1	5		72.1	72.1		
71.3	6		71.3	71.3		
0	7	5	5	0		
0	8	5	5	0		
0	9	5	5	0		
0	10	10	10	10		
0	11	10	10	10		
			67.4	67.4		
		CNEL	LDN			

ATTACHMENT “E”

Traffic Study



ASSOCIATED TRANSPORTATION ENGINEERS

100 N. Hope Avenue, Suite 4, Santa Barbara, CA 93110 • (805) 687-4418 • FAX (805) 682-8509

Since 1978

Richard L. Pool, P.E.
Scott A. Schell, AICP, PTP

July 13, 2018

18060L01

Ms. Nancy Barna
Doggin Around Pet Boarding and Day Care Facility
7446 Tyler Court
Ventura, CA 93003

PARKING ANALYSIS FOR THE DOGGIN AROUND PET BOARDING AND DAY CARE FACILITY - CITY OF OXNARD

Associated Transportation Engineers (ATE) has prepared the following parking study for the Doggin Around Pet Boarding and Day Care Facility ("the Project") located in the City of Oxnard. The Project is proposing to construct a full-service pet care facility with indoor and outdoor amenities. The City of Oxnard Municipal Code does not contain a land use category for this type of use to establish parking requirements; therefore a parking study to determine anticipated parking demands for the Project was prepared. The study reviews the parking demand estimates for the Project based on surveys conducted at a similar facility located in the Santa Barbara area.

PROJECT DESCRIPTION

The Project is proposing to develop a dog day care and boarding facility at 481 and 491 Ventura Boulevard in the City of Oxnard. The facility will employ 4-5 people and operate 7 days a week, from 7:00 A.M. to 7:00 P.M. Monday through Friday and 9:00 A.M. to 5:00 P.M. Saturday and Sunday. A maximum of 5 employees (1 manager, 2-3 pet sitters and 1 groomer) will be onsite at any time. The 7,059 square-foot building located on-site will include space for retail, a kitchen, restrooms, laundry, indoor play area, storage space, an office, grooming space, an area for overnight boarding, and space for circulation and utilities. The Project will provide indoor/outdoor dog play space, which includes the outdoor yards and indoor play yards for small and large pets. There will be 8,977 square feet of outdoor play area. The Project is proposing to provide 13 on-site parking spaces. The Project site plan is shown on Figure 1 (attached).

PARKING ANALYSIS

The Project is proposing to provide 13 vehicle spaces in a surface parking lot. As noted previously, the City of Oxnard Municipal Code has no off-street parking standards for canine facilities such as Doggin Around. The adequacy of the proposed parking supply was therefore evaluated based on a parking survey conducted at a similar pet care facility, as reviewed in the following section.

Dioji Parking Surveys

Parking surveys were conducted at an existing similar pet boarding facility Dioji K-9 Resort and Athletic Club located at 7340 Hollister Avenue in the City of Goleta. This site was chosen for the study as it contains similar amenities and is similar in size to the proposed Project (10,000 square feet of outdoor play area). The parking surveys were conducted on a Friday and Saturday when parking demands are highest. The parking surveys were conducted from 7:00 A.M. to 6:00 P.M. on Friday and 7:00 A.M. to 5:00 P.M. on Saturday (parking survey data attached for reference).

Dioji is a cage-free facility, therefore the peak parking demand observed was correlated to the size of the outdoor dog play area available to develop a parking demand rate per 1,000 square-feet of outdoor play area. Table 1 summarizes the results of the parking surveys and presents the peak parking demand rate developed from the data.

Table 1
Dioji - Goleta Parking Survey Results

Day	Play Space Size	Peak Time Period	Peak Customer Demand	Employee Demand	Parking Rate
Friday	10,000 SF	10:00 A.M.	6 Vehicles	5 Vehicles (75%)	1.1 Spaces/1,000 SF

As shown, the peak parking demand observed at the Dioji Goleta site was 6 customer vehicles at 10:00 A.M. on Friday, with an additional 5 employee vehicles. The peak parking demand rate developed from the survey data is 1.1 parking spaces per 1,000 square feet of outdoor play area.



Project: Doggin' Around
Pet Business and Entertainment Facility
011-411 Ventura Blvd
Oxnard, CA 93030

REVISIONS		DATE	DESCRIPTION
1	10/1/01	10/1/01	Initial Design
2	10/1/01	10/1/01	Final Design

SITE PLAN

A1

CORTEZ ST.

VENTURA BLVD.

PROPERTY ALLIANCE
10000 COASTAL
10000 COASTAL
10000 COASTAL

PROPERTY ALLIANCE
10000 COASTAL
10000 COASTAL
10000 COASTAL

Peak parking demand estimates were calculated for the Project based on the parking demand rate presented in Table 1. The results of the calculations are summarized in Table 2.

Table 2
Doggin Around - Oxnard Project Parking Demand Estimates

Outdoor Play Area	Parking Demand Rate	Peak Parking Demand	Spaces Proposed	Reserve Spaces
8,977 SF	1.1 Spaces/1,000 SF	10 Spaces	13 Spaces	3 Spaces

The data presented in Table 2 show that the peak parking demand forecast for the Project is 10 spaces. The 13 spaces proposed for the site would satisfy the peak parking demands and provide a reserve of 3 parking spaces.

This concludes ATE's our parking analysis for the Doggin Around Pet Boarding and Day Care Facility.

Associated Transportation Engineers


By: Scott A. Schell, AICP, PTP
Principal Transportation Planner

Attachments – Project Site Plan
Dioji - Goleta Parking Study

ASSOCIATED TRANSPORTATION ENGINEERS

10/5/2017

#17082

DIOJI PARKING SURVEY - GOLETA LOCATION

of spaces = 9 spaces

Friday (a)	
Time	# OF CARS
7:00 AM	5
8:00 AM	7
9:00 AM	4
10:00 AM	11
11:00 AM	5
12:00 PM	6
1:00 PM	8
2:00 PM	6 car / 1 bike
3:00 PM	5 car/1 bike
4:00 PM	8 cars / 1 bike
5:00 PM	6 cars / 1 bike

Saturday (a)	
Time	# OF CARS
9:00 AM	6
10:00 AM	5
11:00 AM	6
12:00 PM	7
1:00 PM	8
2:00 PM	6
3:00 PM	8
4:00 PM	7

(a) Number of cars includes off-site employees and 1 shuttle van

ATTACHMENT “F”

El Rio MAC Summary Minutes, Jan. 17, 2019

THE EL RIO /DEL NORTE MUNICIPAL ADVISORY COUNCIL

Serving El Rio, Nyeland Acres, Strickland and Agricultural Areas

*Now serving as Advisory Council for recreational activities in the El Rio/Del Norte area,
including advisory recommendations for the El Rio Roger Jones Community Center.*

SUMMARY

Thursday January 17, 2019
Nyeland Acres Community Center
3334 Santa Clara Ave.
Oxnard, CA 93036

I. **Call to Order:** 7:00 p.m.

II. **Roll Call – Regular Members**

Absent, **David Souza (Vice-Chair) (Nyeland)**
Present, **Don Hoffman (Vineyard Acres)**
Present, **Bonnie Bernal (Cloverdale)**
Present, **Ken Knudsen (Vineyard Estates)**
Present (7:04pm), **Julie Hupp (Strickland)**
Present, **Loraine Bailon (Rio Plaza)**

At Large Members

Present, **Mike Barber (Chair)**
Present, **Aaron Wedemeyer**
Present, **Tino Ramirez**

III. **Pledge**

IV. **Inspirational**

V. **Summary:** Approve meeting summary for November 15, 2018.

A motion to approve the November 15, 2018 meeting summary was made by Councilmember Bernal and seconded by Councilmember Ramirez. The motion was carried by unanimous vote.

VI. **Public Safety Update:**

Eric Arteaga, V.C. Sheriff Dept. announced VC Sheriff's Dept. will sponsor "At Your Service Day" on January 27, 2019 at the Nyeland Acres Community Center.

VII. **Public Comments for Items Not on the Agenda (3min. per individual)**

Ron Solorzano VC Regional Librarian, announced the Soliz Library in El Rio received a 98.5% positive rating as the result of a recent survey. Additionally, Soliz Library will be offering a "Food for Fines" program February 10th -16th.

VIII. **Council Member Comments:** An Opportunity for Council Members to Communicate with Staff or Public Regarding Non-Agenda Items.

Councilmember Wedemeyer asked if the Nyeland center could qualify for a reduced rate of speed, something similar to a school zone. Councilmember Bernal had some possible concerns regarding pesticide spraying near Rio Mesa, she will contact the Supervisor's office for further assistance if needed.

IX. **Action Items:**

1. **Subject: Request for Review:** Doggin' Around, Dog Boarding and Day Care Facility.
Location: 481-491 Ventura Blvd. Oxnard, CA 93036 **APN:** 145-01211-15 & 145-0-211-17 **Property Owners:** George & Nancy Barna

Project Description: Dog boarding and day care facility with 24 hour caretaker. Indoor boarding and grooming with outdoor play areas.

The Proponents for the project were present. Chair Barber and Councilmember Bernal asked about bordering properties. The property is zoned commercial and has some neighboring residential. The area nearest to residential will be utilized differently, i.e.: no dogs housed in that area. Old fencing will be replaced and improved. Dogs will not be taken offsite for walks. The proponents of the project wish to work with the community on an ongoing basis in an effort to be good neighbors.

A motion to recommend approval of the project was made by Councilmember Bernal, and seconded by Councilmember Hoffman. The motion was carried by unanimous vote.

**X. Information Item: PL15-0195 First Congregational Samoan Church of Oxnard
250 E. Collins St., Oxnard, CA 93036**

APN: 145-0-153-030

Project Description: Conditional Use Permit for an existing Assembly Use (Church facility) located in the Rural Exclusive-20,000 sq. ft. Zoning Designation in the Urban Residential 1-2 Dwelling Unit El Rio/Del Norte Area Plan. The Church facility includes an existing 1,910 sq. ft. Assembly Hall/Chapel, a 1,218 sq. ft. Community Center, and a 1,502 sq. ft. Parson's Home. The site is also developed with 42 parking spaces. The Church was originally approved with Conditional Use Permit 3347 which has subsequently expired. Water is provided by the Vineyard Avenue Water Company and sewer service is provided by the County Community Service District.

Chair Barber asked if the applicant received notice from the county that their CUP was approaching expiration. Barber says some CUP's are valid for 10-15 years, so it would be helpful if the County would send notices saying CUP permits are approaching expiration.

In order to receive a renewed permit, the property on Collins must be in compliance with the VC Non-Coastal Zoning Ordinance. This requires improvements such as, construction of a six foot masonry wall around the parking area, updated landscaping and screening and installation of a bike rack. The Church wishes to comply with the requirements of the ordinance and are working to do so, however they are a small congregation (30-40 members) with financial limitations. Councilmember Hoffman was a member of the MAC when the Church was originally permitted and lives next door to the Samoan Church Property. Hoffman said many years ago trees were planted between the properties to provide shade and dust protection. He is concerned a wall may require the removal of the trees which are currently serving a purpose and would like to see the trees remain. He also noted a minor issue with runoff related to asphalt on the property he feels could be remedied.

After due discussion and consideration, Chair Barber directed the MAC Secretary to write a letter to VC Planning Dept. on behalf of the MAC, expressing their views and support for the Samoan Church and their CUP renewal request.

XI. Adjourn: 7:57 p.m.

**The next scheduled meeting of the El Rio/Del Norte MAC is:
February 21, 2019 at Roger Jones Community Center**

ATTACHMENT “G”

SUP Resolution and Conditions of Approval

RESOLUTION NO. XXXXX

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING CITY COUNCIL APPROVAL OF PLANNING AND ZONING PERMIT NO. 18-500-11 (SPECIAL USE PERMIT) TO CONSTRUCT A DOG BOARDING FACILITY WITH OUTSIDE KENNEL FACILITIES, PLAY AREAS, CARETAKER RESIDENCE, AND ASSOCIATED ON-SITE IMPROVEMENTS ON A .89 ACRE SITE LOCATED AT 481 - 491 VENTURA BOULEVARD, SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY JEFF ZOOK, ON BEHALF OF NANCY BARNA, PROPERTY OWNER, 505 SOUTH A STREET #200, OXNARD, CA 93030.

WHEREAS, on July 24, 2018, Jeff Zook, (the “**Applicant**”), submitted a request to construct a canine resort with outdoor play areas and associated on-site improvements; and

WHEREAS, on March 21, 2019, the Planning Commission of the City of Oxnard (“**Planning Commission**”) conducted a duly noticed public hearing to consider Applicant’s request to approve Planning and Zoning Permit No. 18-500-11 (Special Use Permit), to demolish three existing residences and construct a two story 7,059 square-foot building along located on a .89 acre site (the “**Project**”) in accordance with Section 16-530 through 16-553 of the Oxnard City Code; and

WHEREAS, the Planning and Environmental Services Division has completed a preliminary environmental assessment of the Project in accordance with the California Environmental Quality Act (CEQA) and determined that the Project is subject to a Class 32 Categorical Exemption.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF OXNARD:

SECTION 1. Based on the entire record before the Planning Commission and all written and oral evidence presented, including the Planning Commission Staff Report and all attachments thereto, the Planning Commission finds:

- (1) **The proposed use is in conformance with the City of Oxnard Land Use Plan and the elements thereof and other adopted standards.**

The proposed use is consistent with the 2030 General Plan, and the elements thereof and other adopted standards, as discussed in Section 6(b) of the Planning Commission Staff Report.

- (2) **The proposed use will not adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare.**

The Project is designed to be architecturally compatible with the surrounding area and will enhance and improve the existing conditions of the parcel. Care has been taken to mitigate the possibility of nuisance noise through architectural design,

walls and the operations of the business as reviewed by the Development Advisory Committee.

- (3) **The site for the proposed use is adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping and all items required by the conditions of approval.**

The Project meets all applicable development standards except for the proposed modifications requested for the landscape planters and the loading zone which can be considered by the Planning Commission per Section 16-271(B) of the OCC discussed in greater detail in Section 5(c) of the Planning Commission Staff Report.

- (4) **The site for the proposed use will be served by highways adequate in width and improved as necessary to carry the kind and quantity of traffic such use will generate.**

The Project will be adequately served by all existing infrastructure as reviewed at the Development Advisory Committee meeting and will generate minimal impact of traffic on streets and highways as determined by the City Traffic Engineer.

- (5) **The site for the proposed use will be provided with adequate sewerage, water, fire protection and storm drainage facilities.**

The project site was already annexed into the Calleguas Municipal Water District. The property will be served by existing sewer connections. In accordance with the Stormwater Quality Conditions of this Resolution, the Project's design will comply with stormwater control measures as required by the Los Angeles Regional Water Quality Control Board's municipal separate storm sewer system ("MS4") permit.

SECTION 2. In accordance with CEQA Guidelines, §15332, the project qualifies as a Class 32 categorical exemption (Infill Development). This section pertains to infill development within urbanized areas subject to specific conditions. The Planning and Environmental Services Division is hereby authorized and directed to file a Notice of Exemption with the Ventura County Clerk pursuant to Section 15602 of the State CEQA Guidelines within five (5) working days of passage, approval and adoption of this Resolution.

SECTION 3. Based on the findings set forth herein, the Planning Commission hereby recommends City Council approval of Planning and Zoning Permit 18-500-11 (Special Use Permit), subject to the attached conditions of approval.

SECTION 4. The Secretary shall certify the adoption of this Resolution.

STANDARD CONDITIONS OF APPROVAL FOR LAND USE PERMITS

Note: The abbreviations below identify the City department or division responsible for determining compliance with these standard conditions. The first department or division listed has responsibility for compliance at plan check, the second during inspection and the third at final inspection, prior to issuance of a certificate of occupancy, or at a later date, as specified in the condition. If more than one department or division is listed, the first will check the plans or inspect the project before the second confirms compliance with the condition. The italicized code at the end of each condition provides internal information on the source of each condition: Some are standard permit conditions (e.g. *G-I*) while some are taken from environmental documents (e.g. *MND-S2*).

DEPARTMENTS AND DIVISIONS			
CA	City Attorney	PL	Planning Division
DS	Dev Services/Eng Dev/Inspectors	TR	Traffic Division
PD	Police Department	B	Building Plan Checker
SC	Source Control	FD	Fire Department
PK	Landscape Design	CE	Code Compliance

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL)
2. This permit is granted for the plans dated February 25, 2019, (the “**Plans**”) on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning and Environmental Services Manager (“Planning Manager”) or a major modification to the plans is approved by the Planning Commission. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A major modification shall be required for substantial changes or increases in such items. (PL)
3. This permit shall automatically become null and void 36 months from the date of its issuance, unless Developer has diligently developed the proposed project, as shown by the issuance of a grading, foundation, or building permit and the construction of substantial improvements. (PL)
4. All required off-site and on-site improvements for the project, including structures, paving, and landscaping, shall be completed prior to occupancy unless the Development Services Manager allows Developer to provide security or an executed agreement approved by the City Attorney to ensure completion of such improvements. (DS)
5. By commencing any activity related to the project or using any structure authorized by this permit, Developer accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein. (CA)

6. Any covenants, conditions, and restrictions (CC&Rs) applicable to the project property shall be consistent with the terms of this permit and the City Code. If there is a conflict between the CC&Rs and the City Code or this permit, the City Code or this permit shall prevail. (CA)
7. Developer shall complete the “Notice of Land Use Restrictions and Conditions” form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, the Developer shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL)
8. Before placing or constructing any signs on the project property, the Developer shall obtain a sign permit from the City. Except as provided in the sign permit, Developer may not change any signs on the project property. (PL/B)
9. Developer shall obtain a building permit for any new construction or modifications to structures, including interior modifications, authorized by this permit. (B)
10. Developer shall not permit any combustible refuse or other flammable materials to be burned on the project property. (FD)
11. Developer shall not permit any materials classified as flammable, combustible, radioactive, carcinogenic or otherwise potentially hazardous to human health to be handled, stored or used on the project property, except as provided in a permit issued by the Fire Chief. (FD)
12. If Developer, owner or tenant fails to comply with any of the conditions of this permit, the Developer, owner or tenant shall be subject to a civil fine pursuant to the City Code. (CA)

LANDSCAPE STANDARD CONDITIONS

13. Prior to submittal of landscape and irrigation plans, Developer shall obtain approval of the Planning Manager or designee of a plan showing on the project property all existing trees and identifying the trees to be saved, transplanted or removed. (PK, *PK-1*)
14. Prior to issuance of building permits or the proposed use is initiated, whichever comes first, Developer shall submit two copies of landscape and irrigation plans, along with the appropriate permit application and fees, to the Development Services Division and obtain approval of such plans. (PK/DS, *PK-2*)
15. Prior to issuance of a certificate of occupancy, the Developer shall install landscape and automatic irrigation systems that have been approved by Parks and Facilities Superintendent. (PK, *PK-3*)
16. Developer shall properly maintain landscape planting and all irrigation systems as required by the City Code and as specified by this permit. Failure of the Developer to do so may result in the revocation of this permit and initiation of legal proceedings against Developer to ensure compliance (PK, *PK-4*)

17. Prior to the issuance of a certificate of occupancy, the Developer shall provide a watering schedule to the building owner or manager and to Planning Division or designee. The irrigation system shall include automatic rain shut-off devices, or instructions on how to override the irrigation system during rainy periods. (PK, PK-5)
18. All trees planted or placed on the property by the Developer shall be at least 36-inch-box size. All shrubs and vines shall be at least five-gallon size, except as otherwise specified by this permit. (PK, PK-6)
19. Developer shall install an irrigation system that includes a water sensor shut off device as a water conservation measure. (PK, PK-22)
20. At time of submittal to the Building and Engineering Division for plan check, Developer's Landscape Architect or Architect shall provide the City with written confirmation that they have reviewed the civil engineering construction drawings and that the NPDES requirements are not in conflict with meeting the City's landscape requirements. (PK, PK-23)
21. Developer shall include a note on the Landscape Plans submitted to the Building and Engineering Division for a building permit that "all landscaping and irrigation comply with Ordinance No. 2822, which adopted the City of Oxnard Landscape Water Conservation Standards, and applicable water conservation requirements of the State of California". (PK, PK-24)

FIRE DEPARTMENT STANDARD CONDITIONS

22. Developer shall construct all vehicle access driveways on the project property to be at least 26 feet wide, exclusive of shoulders. Developer shall mark curbs adjacent to designated fire lanes in parking lots to prohibit stopping and parking in the fire lanes. Developer shall mark all designated fire lanes in accordance with the California Vehicle Code. (FD/B, F-1)
23. All roof covering materials on the project property shall be of non-combustible or fire retardant materials approved by the Fire Chief and in compliance with the City Code. (FD, F-2)
24. Before the City issues building permits, the Developer shall obtain the Fire Chief's approval of a plan to ensure fire equipment access and the availability of water for fire combat operations to all areas of the project property. The Fire Chief shall determine whether or not the plan provides adequate fire protection. (FD/DS, F-3)
25. At Developer's expense, Developer shall obtain two certified fire flow tests for the project property. The first test shall be completed before City approval of building plans and the second shall be completed after construction and prior to the issuance of a certificate of occupancy. A mechanical, civil, or fire protection engineer must certify the tests. Developer shall obtain permits for the tests from the Engineering Division. Developer shall send the results of the tests to the Fire Chief and the City Engineer. (FD/DS, F-4)

26. All structures on the project property shall conform to the minimum standards prescribed in Title 19 of the California Code of Regulations. (FD, *F-5*)
27. The project shall meet the minimum requirements of the “Fire Protection Planning Guide” published by the Fire Department. (FD, *F-6*)
28. At all times during construction, the Developer shall maintain paved surfaces capable of handling loads of 76,000 pounds which will provide access for firefighting apparatus to all parts of the project property. (FD/DS, *F-7*)
29. Developer shall identify all hydrants, standpipes and other fire protection equipment on the project property as required by the Fire Chief. (FD, *F-8*)
30. Developer shall provide central station monitoring of the fire sprinkler system and all control valves. (FD, *F-10*)
31. The turning radius of all project property driveways and turnaround areas used for emergency access shall be approved by the City Traffic Engineering Department. (FD, *F-11*)
32. Developer shall provide automatic fire sprinklers as required by the City Code and shall contact the Fire Chief to ascertain the location of all connections. This will be a separate submittal. (FD, *F-12*)
33. Developer shall install in each structure in the project a detection/alarm system with a central station monitor that will automatically notify the Fire Department in the event of a fire in the structure. The alarm system shall include a UL or State Fire Marshal approved device, which shall not exceed design specifications, that reports water flow monitoring and allows the central station monitor to inform the Fire Department. (FD, *F-13*)
34. Developer shall comply with Certified Unified Program Agency (CUPA) requirements regarding the storage, handling and generation of hazardous materials or waste. Prior to the issuance of building permits, Developer shall contact the CUPA division of the Fire Department to ensure that such requirements are followed. (FD, *F-16*)

FIRE DEPARTMENT SPECIAL CONDITIONS

35. All emergency egress/Fire Department access windows or doors that serve any room that can be utilized for sleeping shall have access to a public right-of-way without re-entering the structure.
36. Areas designated by the Fire Marshal as Fire Lanes shall be identified by a red curb and signage per the California Department of Motor Vehicles.

37. Before the city issues a certificate of occupancy, the developer shall install a Knox key vault at a location to be determined by the Fire Department.
38. The carports and trash enclosures shall have fire sprinklers.
39. All landscaped areas on the property will coordinate with the fire protection features so as to prevent access problems to fire protection features.

POLICE DEPARTMENT CONDITIONS

40. The project must comply with the Outdoor Lighting Code & Guideline:
 - a. Outdoor lighting shall comply with Title 24, Part 6, of the California Code of Regulations: California's Energy Efficiency Standards for Residential and Nonresidential Buildings.
 - b. All outdoor lighting shall be flat lens, full cut-off fixtures with the light source fully shielded with the exception of:
 - i. Luminaires with a maximum output of 260 lumens per fixture, regardless of number of bulbs (equal to one 20-watt incandescent light), may be left unshielded provided the fixture has an opaque top to keep light from shining directly up.
 - ii. Luminaires that have a maximum output of 1,000 lumens per fixture, regardless of number of bulbs (equal to one 60-watt incandescent light) may be partially shielded provided the bulb is not visible, and the fixture has an opaque top keep light from shining directly up.
 - c. Oxnard City Code 16-320: Lighting within physical limits of the area required to be lighted shall not exceed seven foot-candles, nor be less than one foot-candle at any point. A light source shall not shine upon, or illuminate directly any surface other than the area required to be lighted. No lighting shall be of a type or in a location that constitutes a hazard to vehicular traffic, either on private property or on the abutting streets. The height of light standards shall not exceed 26 feet. To prevent damage from automobiles, standards shall be mounted on reinforced concrete pedestals or otherwise protected.
41. Lighting instruments shall be metal halide, LED or similar in nature and spectrum (3,000K to 20,000K Correlated Color Temperature).
42. Exterior lighting of the site including parking areas shall be between 1 and 7-foot candles and shall be in harmony with existing adjacent lighting scheme.
43. Lighting instruments shall installed so that light does not directly illuminate property outside the project site. Instruments shall not create glare for motorists or pedestrians.
44. Landscape elements shall be arranged to provide clear lines of sight and eliminate potential places of concealment.
45. Parking areas shall be illuminated dusk to dawn.

46. Outdoor lighting shall be active at all times the public has access to the property. However, when the property is closed to the public, the staff of the facility may determine the best combination of exterior lighting that serves the safety staff and nighttime operation of security cameras.
47. Security camera system shall be installed and shall meet current industry standards and be capable of documenting activities that would be presentable in a court of law as evidence. Below are the current minimum standards for security camera systems:
 - a. Cameras and supporting equipment shall supply digital color images under normal lighting conditions. Greyscale images are expected for infra-red lighting.
 - b. Cameras shall be made by a reputable manufacturer and maintained to current industry standards.
 - c. Cameras shall have low light capability and able to identify persons on the property.
 - d. The video system shall utilize a Digital Video Recorder (DVR). VHS and other formats are prohibited.
 - e. The video system shall allow recording, live viewing and playback of recorded video for a period of at least 30 days.
 - f. Recorded images shall bear a date and time stamp that cannot be altered.
 - g. Signage shall be posted near the primary public entrance which states in 2" letters: "Security Cameras in Use".
 - h. Prior to installation of a security camera system the applicant shall submit a plan at the time of plan check showing location of cameras and the scope of their capture area. The plan shall include a list of components.
 - i. Cameras in domed casings are highly encouraged as their area of focus is not easily determined by a casual observer.
 - j. A camera shall be placed inside the public reception area to capture images of the upper body and faces of persons entering the business.
 - k. A camera shall be installed to capture images of vehicles and vehicle license plates as they enter the site.
 - l. A height strip shall be installed on the interior of the main door frame to the business.
 - m. Sufficient cameras with night vision capabilities shall be mounted to monitor exterior areas.
 - n. The security camera system shall be maintained in good working order at all times.
48. A security alarm system is required and shall be compliant with Oxnard City Code 11-95 through 11-100. Motion detection burglary or intrusion alarm systems shall utilize "Dual Technology" sensors capable of differentiating between human movement and non-human movement.
49. For the safety of the animals maintained at this facility, the facility shall be staffed 24-hours daily.
50. Dogs that bark excessively shall be managed in a prompt manner. Should the dog or dogs not be responsive to initial attempts to quieting, it/they shall be placed in an interior setting in order to avoid disturbing neighbors.
51. Controlled substances shall not be stored at the facility.

- 52. The business shall not offer for sale any products designed for cock-fighting.
- 53. A sign shall be posted in the public reception area that states: "Any complaint about this facility may be made to the City of Oxnard Pound Master at 805-385-7640."

PLANNING DIVISION STANDARD CONDITIONS

- 54. Plans submitted by Developer with building permit applications shall show on the building elevation sheets all exterior building materials and colors, including product and finish manufacturer name, color name and number, and surface finish type (such as: stucco with sand finish, plaster with smooth finish) to be used in construction. (PL/B, PL-1)
- 55. Any application for a minor modification requires a minor modification permit and payment of applicable processing fees. (PL, PL-2)
- 56. Before the City issues building permits, the Developer shall include a reproduction of all conditions of this permit as adopted by resolution of the Planning Commission and/or the City Council in all sets of construction documents and specifications for the project. (PL, PL-3)
- 57. Before the City issues building permits, the Developer shall provide to the Planning Division Manager color photographic reductions (8 1/2" by 11") of full-size colored elevations and any other colored exhibit approved by the Planning Commission. Developer may retain the full-size colored elevations after the reductions are so provided. (PL, PL-4)
- 58. Developer may not modify any use approved by this permit unless the Planning Division Manager determines that Developer has provided the parking required by the City Code for the modified use. (PL, PL-7)
- 59. During the plan check review process, the Developer shall provide a lighting plan that provides design details (light standards, bollards, wall mounted packs, etc.) and illumination site information within alleyways, pathways, streetscapes, and open spaces proposed throughout the development. An electrical engineer or architect shall prepare the site lighting plan demonstrating that adequate lighting ranges will be provided throughout the development without creating light spillover, light pollution, or conflicts with surrounding factors such as tree locations, off-site or adjacent lighting. (PL)
- 60. Prior to issuance of building permits, the Developer shall demonstrate that light standards illustrated on conceptual lighting plan do not conflict with tree locations. Developer shall submit a plan showing both the lighting and landscape on the same sheet.
- 61. Developer shall recess or conceal under-canopy lighting elements so as not to be directly visible from a public street. Developer shall submit a lighting plan showing standard heights and light materials for design review and approval of the Planning Division Manager. (PL/B, PL-8)

62. Developer shall provide for dust control at all times during project property preparation and construction activities. (B/DS, *PL-13*)
63. Developer agrees to participate in a water conservation program that includes refitting water fixtures existing on the project property with water conserving devices within residences or businesses in the City's water service area, if such a program is in effect when building permits are issued for this project. Among the requirements of such a program might be refitting existing toilets, faucets, shower heads, landscaping irrigation or other fixtures and items that consume water within the structure. (PL, *PL-14*)
64. Because of water limitations placed upon the City by its water providers, approval of this permit does not guarantee that the City will issue building permits. Issuance of building permits may be delayed as a result of implementation of a water conservation or allocation plan. (PL, *PL-15*)
65. Prior to issuance of building permits, the Developer shall pay a document imaging fee for the planning files in an amount calculated by planning staff at the time of building permit review based on fees then in effect. (PL/B, *PL-16*).
66. Developer shall recess or screen roof heating and cooling systems and other exterior mechanical equipment from adjoining property and public streets, as required by this permit. Plumbing vents, ducts and other appurtenances protruding from the roof of structures shall be placed so that they will not be visible from the front of the property or other major public vantage points. Developer shall include a note on the construction plumbing drawings of exterior elevations to indicate to contractors that roof features shall be grouped and located in the described manner. Roof vents shall be shown on construction drawings and painted to match roof material color. (PL/B, *PL-41*)
67. Exterior utility meter panels shall be located to take advantage of screening (e.g. landscaping or other building elements) so as not to be visible from public right-of-ways, to the maximum extent feasible. (PL, *PL-43*)
68. Prior to issuance of a certificate of occupancy, Developer shall remove all construction materials and vehicles from the subject property. (PL/B, *PL-47*)

PLANNING DIVISION SPECIAL CONDITIONS

69. At the time of Plan Check submittal, the landscape plans shall contain an exhibit titled "Tree Tabulation Chart". The Tree Tabulation Chart shall contain a listing of all existing trees on site and shall refer to them by number as identified in the Arborist's Tree Report. The Tree Tabulation Chart shall clearly list all trees to remain, be removed or transplanted. The Chart shall contain the Arborist's economic appraisal value of each tree(s) removed as well as computations and calculations showing how the value of the removed tree(s) was put back into new tree sizes for the project that are in addition to meeting the City's minimum tree size of 24" box (anticipated to be \$7,910). (PL)

70. Developer shall install toilets that have automatic flush sensors in all restrooms. Such toilets shall be included on the plans submitted for a building permit and shall be maintained in working order at all times. (PL)
71. Developer shall install individual mirrors above each sink in a public restroom to the satisfaction of the Planning Division Manager. The details of such mirrors shall be approved prior to issuance of a building permit. Developer shall remove graffiti from the mirrors or replace the mirrors within 24 hours of graffiti appearance. (PL)
72. Developer shall remove any and all graffiti from the project premises, including but not limited to graffiti within the building, such as in restrooms or fitting rooms, within 24 hours of its appearance. The surface of such affected areas shall be matched to blend in with the underlying colors and/or design, and shall not look like a paint patch. (PL)
73. Before the City issues building permits, the Developer shall provide a Graffiti Deterrent Plan, subject to the approval the Planning Division Manager. Such plan shall include such elements as clear film on windows and/or mirrors, as well as washable paint and sealers on the building and perimeter walls. (PL)
74. Developer shall ensure that all construction equipment is maintained and tuned to recommended manufacturer's specifications. (MND, C-1)
75. At all times during construction activities, the Developer shall minimize the area disturbed by clearing, grading, earth moving, or excavation operations to prevent excessive amounts of dust. (MND, C-2)
76. During construction, the Developer shall water the area to be graded or excavated prior to commencement of grading or excavation operations. Such application of water shall be at least twice per day and shall penetrate sufficiently to minimize fugitive dust during grading activities. (MND, C-3)
77. During construction, the Developer shall control dust by the following activities:
 - a. All trucks hauling graded or excavated material offsite shall be required to cover their loads as required by California Vehicle Code §23114, with special attention to Sections 23114(b)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads.
 - b. All graded and excavated material, exposed soils areas, and active portions of the construction site, including unpaved onsite roadways, shall be treated to prevent fugitive dust. Treatment shall include, but not necessarily be limited to, periodic watering, application of environmentally-safe soil stabilization materials, and/or roll-compaction as appropriate. Watering shall be done as often as necessary and reclaimed water shall be used whenever possible. (MND, C-4)
78. During construction, the Developer shall post and maintain onsite signs, in highly visible areas, restricting all vehicular traffic to 15 miles per hour or less. (MND, C-5)

79. During periods of high winds (i.e. wind speed sufficient to cause fugitive dust to impact adjacent properties), Developer shall cease all clearing, grading, earth moving, and excavation operations to prevent fugitive dust from being a nuisance or creating a hazard, either onsite or offsite. (MND, C-6)
80. The Permittee shall comply with the provisions of applicable VCAPCD Rules and Regulations, which include but are not limited to, Rule 50 (Opacity), Rule 51 (Nuisance), Rule 55 (Fugitive Dust), and Rule 55.1 (Removal of Visible Roadway Accumulations). ((MND, C-7)
81. Prior to issuance of demolition permits for any structure on the site, the Developer shall provide evidence of notifying the Air Pollution Control District of such demolition. Demolition and/or renovation activities shall be conducted in compliance with APDC regularities regarding Asbestos (Rule 63.7). (MND, C-8)
82. Developer shall mitigate air quality emissions associated with development of the subject site through a contribution to the City's Transportation Demand Management (TDM) program. Such fee shall be calculated at the time of building permit issuance in accordance with the Ventura County Air Quality Assessment Guidelines, as amended. Such fee shall be collected in full prior to building permit issuance. (MND, C-9)
83. Prior to grading permit approval, the Developer shall include on the grading plans a reproduction of all conditions of this permit pertaining to dust control requirements. (PL)
84. A maximum of 5 employees shall be permitted during any one shift (PL).
85. A maximum of 100 dogs shall be kept at the project site during daytime hours (7:00 a.m. – 7:00 p.m.). A maximum of 50 dogs at any one time will be allowed to be outside during outdoor play time. A maximum of 75 dogs shall be kept at the project site during evening hours (7:00 p.m. – 7:00 a.m.) (PL). No dogs will be kept outside after 7:00 p.m.
86. A 11' x 20' loading and unloading area is permitted on the project site. It is understood that smaller box trucks or cargo vans will deliver to the site.
87. Dog waste shall be promptly removed in the outdoor play areas. (PL)
88. Outdoor storage of any supplies or equipment of any kind is prohibited.
89. The Applicant shall provide the existing tenants on the site with a minimum of 90 day notice to vacate.
90. The existing and new block wall as called out in notes 1 and 1A of the approved plans must be treated in texture, finish, and color to complement the design of the building. Finish/color/textures shall be approved by the Planning Manager.
91. The site must be maintained clean of trash, litter, and debris at all times.

92. Other than directional signs to direct traffic in the parking lot all signs are subject to a separate sign permit with the Planning Division.
93. The caretaker unit on the second floor mezzanine shall be only available to caretakers of Doggin Around to care for the overnight dogs and cannot be rented as an Accessory Dwelling Unit.

ENVIRONMENTAL RESOURCES DIVISION

94. To ensure that solid waste generated by the project is diverted from the landfill and reduced, reused or recycled, Developer shall complete and submit a “City of Oxnard C&D Environmental Resources Management & Recycling Plan” (“Plan”) to the City for review and approval. The Plan shall provide that at least 50% of the waste generated on the project be diverted from the landfill. The Plan shall include the entire project area, even if tenants are pursuing or will pursue independent programs. The Plan shall be submitted to and approved by the Environmental Resources Division prior to issuance of a building permit. The Plan shall include the following information: material type to be recycled, reused, salvaged or disposed; estimated quantities to be processed; management method used; destination of material including the hauler name and facility location. Developer shall use the Plan form.
95. Developer shall follow the approved “City of Oxnard C&D Environmental Resources Management & Recycling Plan” and provide for the collection, recycling, and/or reuse of materials (i.e., concrete, wood, metal, cardboard, green waste, etc.) and document results during construction and/or demolition of the proposed project. After completion of demolition and/or construction, the Developer shall complete and submit the “City of Oxnard C&D Environmental Resources Management & Recycling Report For Work Completed” (“Work Completed Report”) and provide legible copies of weight tickets, receipts, or invoices for materials sent to disposal or reuse/recycling facilities. For other discarded or salvaged materials, the Developer shall provide documentation, on the disposal facility’s letterhead, identifying where the materials were taken, type of materials, and tons or cubic yards disposed, recycled or reused, and the project generating the discarded materials. Developer shall submit and obtain approval of the Work Completed Report prior to issuance of a certificate of occupancy.
96. Developer shall arrange for materials collection during construction, demolition, and occupancy with the City’s Environmental Resources Division or Developer shall arrange for self-hauling. Regardless of hauling methods, all materials collected must be conveyed to the Del Norte Regional Recycling and Transfer Station.
97. Developer shall make provisions to divert at least 50% of the waste material generated during occupancy through source reduction, recycling, reuse, and green waste programs. Developer shall complete and submit a “City of Oxnard C&D Environmental Resources Management & Recycling Occupancy Plan” (“Occupancy Plan”) to the City’s Environmental Resources Division. An Occupancy Plan must be submitted and approved prior to issuance of a certificate of occupancy. An Occupancy Plan must be submitted and approved prior to issuance of a certificate of occupancy. A “City of Oxnard C&D

Environmental Resources Management and Recycling Occupancy Report” shall be submitted to the Environmental Resources Division annually for approval on the anniversary date of the certificate of occupancy or at any such time that the facility’s operational functions change significantly.

98. Developer shall dispose of sewage and solid waste from the project by City’s wastewater and solid waste systems in a manner approved by the City Engineer.

DEVELOPMENT SERVICES DIVISION STANDARD CONDITIONS

99. Developer shall pay plan check and processing fees in effect at the time of construction plan submittal and shall pay development fees, encroachment permit fees, and other applicable fees in effect at permit issuance. (DS-1)
100. Developer’s Engineer shall design parking lot structural sections based on an analysis of the soils R-value and a traffic index (T.I.) approved by the City Engineer. The minimum structural section for parking lots is two inches of asphalt on four inches of base material. Developer shall indicate the proposed structural section and design T.I. on the site improvement plans. (DS-2)
101. Developer shall have the site improvement plans prepared using standard Development Services Division format(s) by a civil engineer licensed in the State of California. The plans shall incorporate recommendations from soil engineering and geology reports. Prior to issuance of a grading permit, improvement plans must be approved by the City Engineer and ink-on-mylar plans filed with the Development Services Division. (DS-3)
102. Developer shall submit improvement plans and drainage calculations demonstrating that storm drain runoff from the project property and all upstream areas will be safely conveyed to an approved drainage facility. The design and conveyance route shall be compatible with the City’s Master Plan of Drainage and shall be approved by the City Engineer prior to approval of improvement plans. (DS-4)
103. Developer shall protect building pads from inundation during a 1% chance (100-year) storm. (DS-5)
104. Before connecting the project to existing sewer and water service laterals, Developer shall inspect (pothole or video) existing lateral(s) and arrange for City staff to view inspection results. Developer shall make repairs to such facilities as determined necessary by City staff. Developer shall bring all existing water services into compliance with current City standards including removal of unused water or sewer laterals by disconnection at the main. (DS-7)
105. Curb cut widths and design shall conform to City ordinances, standards, and policies in effect at the time City issues an encroachment permit. (DS-9)
106. Developer’s site improvement plans shall include an on-site sewer plan. (DS-10)

107. Developer shall provide fire hydrants such that all points of all structures are within one hundred fifty (150) feet of a fire hydrant, or as otherwise approved by the Fire Department. Fire hydrant line improvements shall be designed in accordance with City standards and shown on the civil site improvement plans prior to issuance of a site improvement/grading permit. Developer shall provide the City with an easement over onsite waterlines using standard City format. (DS-11)
108. Developer shall install on-site and off-site electric, cable, telephone and similar utility service laterals underground in accordance with City ordinances in effect at the time City issues a building permit. Services shall be installed underground to the nearest suitable riser pole as determined by the appropriate utility service provider. (DS-12)
109. Developer shall enter into an agreement, approved as to form by the City Attorney, to install and construct all public improvements required by this permit and by the City Code. Developer shall post security satisfactory to the Finance Director, guaranteeing the installation and construction of all required improvements within the time period specified in the agreement or any approved time extension. (DS-14)
110. A California licensed civil engineer shall prepare the public improvement plans and documents for this project in accordance with City standards and shall submit all such plans to the City Engineer. Submittal shall include, but not necessarily be limited to, grading, street, drainage, sewer, water and other appurtenant improvement plans, construction cost estimates, soils reports, and all pertinent engineering design calculations. City will not approve a parcel map or final map nor issue a grading, site improvement or building permit until the City Engineer has approved all improvement plans. (DS-15)
111. Prior to issuance of a site improvement permit, Developer shall provide to the Development Services Division a compact Disc (CD) containing digital copies of all project maps, address map, and/or civil improvements drawings in DWG format. Prior to improvement bond release, Developer shall provide an updated CD containing all changes that occur during construction. (DS-16)
112. Developer shall process permanent master planned improvements that are eligible for reimbursement in accordance with City policies, resolutions, and ordinances in effect at the time of recordation of the final map or parcel map or if there is no map, then at the time of public improvement plan approval. (DS-17)
113. Developer shall provide all necessary easements for streets, highways, alleys, sidewalks, parkways, landscaping, utilities, drainage facilities, or other improvements as required by City. If such easements cannot be obtained from the property owner by negotiation, City may acquire them at the expense of Developer by exercise of the power of eminent domain. Developer shall bear all costs of eminent domain proceedings, including appraisal, acquisition, attorney's fees, and court costs. Before City issues a site improvement permit, Developer shall dedicate all required easements to City. (DS-19)
114. Developer shall remove graffiti from the project, including graffiti on offsite public infrastructure under construction by Developer, within 24 hours of its appearance. If

- Developer fails to remove graffiti in accordance with this condition, the City may at the discretion of the Development Services Manager issue a stop work order until such time as the graffiti is removed. (DS-20)
115. The conditions of this resolution shall prevail over all omissions, conflicting notations, specifications, dimensions, typical sections, and the like, that may or may not be shown on the improvement plans. (DS-21)
116. Developer shall pay the cost of all inspections of on-site and off-site improvements. (DS-22)
117. Developer shall be responsible for all project-related actions of Developer's employees, contractors, subcontractors, and agents until City accepts the improvements. (DS-23)
118. Prior to beginning construction, Developer shall designate in writing an authorized agent who shall have complete authority to represent and to act for Developer. The authorized agent shall be present at the work site whenever work is in progress. Developer or the authorized agent shall make arrangements acceptable to City for any emergency work. When City gives orders to the authorized agent to do work required for the convenience and safety of the general public because of inclement weather or any other cause, and the orders are not immediately acted upon by the authorized agent, City may do or have such work done by others at Developer's expense. (DS-24)
119. "Standard Specifications for Public Works Construction" latest edition (including modifications thereto by City) and applicable City Standard Plates and Design Criteria shall be the project specifications, except as noted otherwise on the approved improvement plans. City reserves the right to upgrade, add to, or revise these specifications and plans and all other City ordinances, policies, and standards. If the improvements required of this project are not completed within 12 months from the date of City's approval of the improvement plans, the Developer shall comply with and conform to any and all upgraded, additional or revised specifications, plans, ordinances, policies and standards. (DS-27)
120. Developer shall retain a California licensed Civil Engineer to ensure that the construction work conforms to the approved improvement plans and specifications and to provide certified "as-built" plans after project completion. Developer's submittal of certified "as-built" plans is a condition of City's final acceptance of the project and release of any associated security. (DS-29)
121. All grading shall conform to City's standard grading notes, City Code, and recommendations of Developer's soils engineer as approved by the City Engineer. (DS-30)
122. Developer shall design all slopes steeper than 5 (horizontal) to 1 (vertical) with a minimum 18 inch wide level area (at both top and bottom of slope) where it adjoins a wall, fence, sidewalk, trail, curb or similar improvement. (DS-32)
123. Prior to issuance of a site improvement permit, the Developer shall provide to the City Engineer easements or written consent (as determined appropriate by the Development

- Services Director) from all affected landowners for any diversion of historical flows or change in drainage conditions caused by the project. (DS-36)
124. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a manner approved by the City Engineer. (DS-38)
 125. Developer shall install water mains, fire hydrants and water services in conformance with City standard plates, design criteria and specifications as directed by the City Engineer. (DS-41)
 126. Developer shall install City approved backflow prevention devices for water connections if so ordered by the City Engineer. (DS-45)
 127. Developer shall dedicate and improve to City standards all sidewalks, parkways, streets, alleys, utilities and street appurtenances as directed by the Development Services Director. City will name all streets in accordance with adopted City guidelines. (DS-49)
 128. Street and road improvements shall conform to City standard plates, design criteria and policies. Improvements shall include upgrading of existing pavement along the project frontage to City standards by removing and replacing or overlaying, as directed by the City Engineer. (DS-51)
 129. Developer shall improve all streets, alleys, sidewalks, curbs, and gutters adjacent to the project in accordance with City standards, as necessary to provide safe vertical and horizontal transitions. (DS-52)
 130. Developer shall provide soils reports, "R" value tests, and compaction tests for all streets. Determination of the actual structural sections shall be based on City's design procedure, "R" value tests of in-place soils, and approved traffic indices. (DS-53)
 131. Developer shall submit a landscape irrigation plan prepared by a licensed professional, showing proper water meter size, backflow prevention devices, and cross-connection control. (DS-59)
 132. Developer shall be responsible for and bear the cost of replacement of all existing survey monumentation (e.g., property corners) disturbed or destroyed during construction, and shall file appropriate records with the Ventura County Surveyor's Office. (DS-64)
 133. Developer shall construct a concrete apron along the length of the trash enclosure opening that extends a minimum of 15 feet from the face of the enclosure. (DS-69)
 134. Developer shall ensure adequate vehicle line of sight distance exists to safely exit the property. (TR-71)
 135. Developer shall install bike racks in accordance with City standards at locations approved in the Plans. (TR-73)

STORMWATER QUALITY CONDITIONS

136. Developer shall design project to minimize degradation of stormwater quality by complying with the applicable sections of the Los Angeles Regional Water Quality Control Board's municipal separate storm sewer system ("MS4") permit (Order R4-2010-0108 including all revisions) for new development and redevelopment projects. Developer shall submit stormwater quality calculations and associated construction plans demonstrating compliance with the MS4 permit. Calculations shall generally be organized to follow the steps outlined in Chapter 2 of the 2011 Technical Guidance Manual for Stormwater Control Measures ("2011 TGM"). (DS-78)
137. Developer shall construct single-bin trash enclosures with a solid non-combustible roof (8-foot minimum clearance) that prevents stormwater from entering the refuse bin. Developer shall construct all other components of the trash enclosure in accordance with the approved City Standard Plan on file with the Development Services Division. Developer shall finish the trash enclosure to match the major design elements of the main structure subject to approval by the Planning Division. The location and configuration of the enclosure shall be approved by the Environmental Resources Division. All site refuse bins shall be stored in an approved enclosure. No objects other than refuse bins may be stored in the enclosure without the written permission of the Environmental Resources Division. (DS-79)
138. Developer's stormwater quality calculations shall include site specific analysis and recommendations from a geotechnical engineer, and if applicable, a landscape architect for design and implementation of stormwater treatment and infiltration devices. Geotechnical Engineering analysis and recommendations shall include, but not necessarily be limited to, determination of site specific soil infiltration rates, depth to permeable soil layers, methods to reach permeable soil layers, appropriate compaction rates, recommendations to enhance infiltration, and other requirements of the 2011 TGM. Landscape architectural recommendations shall include, but not necessarily be limited to, suggestions regarding appropriate vegetation and soil amendments for vegetated infiltration devices. Project plans shall implement approved design recommendations. (DS-81)
139. Using forms provided by the Development Services Division, the Developer shall submit a stormwater quality control measures maintenance and operations plan ("the Plan") for this project. If the BMPs implemented with this project include proprietary products that require regular replacement and/or cleaning, Developer shall provide proof of a contract with an entity qualified to provide such periodic maintenance. The property owner is responsible for the long-term maintenance and operation of all BMPs included in the project design. Upon request by the City, property owner shall provide written proof of ongoing BMP maintenance operations. No grading or building permit shall be issued until the Development Services Manager approves the Plan and Developer provides an executed copy of the City's stormwater covenant with the Plan included as an exhibit for recordation by the City. (DS-82)
140. Developer's stormwater quality control measures maintenance and operations plan shall include: 1) Requirement to clean on-site storm drains at least twice a year; once immediately before the first of October (the beginning of the rainy season) and once in

January. The City Engineer may require additional cleaning; 2) Requirement to maintain parking lots free of litter and debris. Developer shall sweep sidewalks, drive aisles, and parking lots regularly to prevent the accumulation of litter and debris. When swept or cleaned, debris must be trapped and collected to prevent entry into the storm drain system. Developer may not discharge any cleaning agent into the storm drain system; 3) Requirement to label all on-site storm drain inlets with the message "Don't Dump - Drains to Ocean" in accordance with City standards. (DS-83)

141. Developer's engineer shall submit written confirmation that the project landscape drawings comply with the landscape requirements of the Technical Guidance Manual for Stormwater Quality Control Measures for all landscape based stormwater quality best management practices. (DS-84)
142. Developer shall provide pre-treatment for all infiltration based stormwater quality Best Management Practices ("BMPs"). Pre-treatment devices must effectively reduce sediment load entering infiltration BMPs to minimize occlusion of underlying soils and reduce long term maintenance requirements and thereby maintain the infiltration capacity of the BMP. 2011 TGM compliant pre-treatment such as vegetated swales are an approved form of pre-treatment. Proprietary pre-treatment devices must be capable of removing 80% of 50 micron particles to be considered adequate pre-treatment. Typical catch basin inserts do not provide the sufficient sediment storage to provide pre-treatment. (DS-85)
143. Prior to issuance of a grading, building or demolition permit and prior to commencement of any clearing, grading or excavation, Developer shall prepare a Local Stormwater Pollution Prevention Plan ("Local SWPPP"). The Local SWPPP shall be developed and implemented in accordance with requirements of the Ventura Countywide MS4 Permit. The Local SWPPP shall be approved by the City Engineer prior to issuance of a site improvement/grading permit. Developer shall keep the Local SWPPP updated to reflect current site conditions and a copy of the Local SWPPP shall be kept onsite and available for City or designated representative to review upon request. (DS-87)
144. Developer shall install 'Full Capture System Devices' ("Devices") certified by the State Water Resources Control Board Executive Director in compliance with the Statewide Trash Amendments ("Amendments") in all catch basins accepting stormwater runoff from any portion of this project that meets the definition of 'Priority Land Use' as defined by the Amendments at the time of issuance of a grading/site improvement permit. The Devices shall be sized and designed in accordance with requirements of the Amendments and the Technical Guidance Manual for Stormwater Quality Control Measures ("TGM"). (DS-88)
145. Developer shall pay to the County of Ventura a road mitigation fee in accordance with the agreement between the City and the County of Ventura. Proof of payment shall be provided to the Development Services Division prior to issuance of a building permit. (DS-105)

DEVELOPMENT SERVICES DIVISION SPECIAL CONDITIONS

146. This project meets the definition of “Redevelopment” as defined in the current MS4 permit and associated 2011 Technical Guidance Manual for Stormwater Quality Control Measures (“TGM”). Because the area of disturbance exceeds 50% of the site, Developer shall provide stormwater mitigations (including stormwater infiltration) as required by the MS4 permit for the entire site. The final report is subject to approval of the Development Services Manager. (DS)
147. Developer shall comply with requirements of Chapter 18 (Floodplain Management) of the Oxnard City Code. Chapter 18 requires structures proposed within an area of special flood hazard as indicated on the Federal Insurance Rate Map (“FIRM”) to have the finish floor elevated 2-feet above the base flood elevation. A portion of this project is located within an AO zone. Developer shall obtain FEMA approval of a Conditional Letter of Map Revision based on Fill (“CLOMR-F”) prior to issuance of a building permit and obtain a LOMR prior to issuance of a certificate of occupancy for this project, unless otherwise directed by the Development Services Manager. (DS)
148. In accordance with the Stormwater Quality TGM, Developer must infiltrate a $\frac{3}{4}$ ” storm event for all impervious areas (except 5% effective impervious area (EIA)) and must treat (but is allowed to release) the $\frac{3}{4}$ ” storm event from the 5% EIA and all pervious portions of the site. The preliminary stormwater report and associated plans for the project do not meet these requirements and must be adjusted to comply. (DS)
149. Developer’s stormwater quality control measures maintenance and operations plan shall include a section on the proper cleanup, handling, and disposal of dog waste (and any other use specific potential stormwater pollutant) to minimize the degradation of stormwater quality. (DS)
150. The percolation tests for this project shall include implementation of the reduction factor specified in the “Guidelines for Design, Investigation, and Reporting for Low Impact Development Stormwater Infiltration” published in the Administrative Manual of the County of Los Angeles Department of Public Works. This reduction factor is in addition to the safety factor specified in the Technical Guidance Manual. (DS)
151. Developer’s geotechnical engineer shall perform percolation tests on the exposed bottom of all infiltration facilities immediately prior to facility construction and provide the City with a written opinion that the exposed soil layer is suitable for the proposed infiltration facility based on review of the existing geotechnical reports, percolation tests, infiltration facility design, and characteristics of the exposed soil layer. The report shall be reviewed and approved by the project civil engineer. (DS)
152. Developer shall design onsite grading to provide a secondary overflow path that conveys stormwater to the street prior to flooding onsite structures if the proposed stormwater pump fails. (DS)

153. Prior to issuance of a grading/site improvement permit, the Developer shall obtain a 'will-serve' letter from Ventura County for use of the County wastewater system. Developer shall also pay all additional sewer connection fees (City and County) caused by the redevelopment of the site and provide evidence of issuance (or pending issuance) of an encroachment permit if required by the outside County. (DS)
154. Developer shall obtain project domestic, irrigation, and fire protection water service from the City of Oxnard water system. Developer shall construct independent service lateral connections for each of these services as directed by the City. (DS)
155. Prior to issuance of a site improvement permit, the Developer shall provide the City Engineer with a written waiver from the private mutual water company currently serving the property for the loss of service area caused by this project being converted to service from City water. If Developer cannot obtain such a waiver, Developer shall execute an undertaking in a form approved by the City Attorney to indemnify, defend and hold harmless City and its officers, and employees as to all claims for compensation resulting from City's encroachment into the service area of the mutual water company. (DS)
156. Developer shall obtain project domestic, irrigation, and fire protection water service from the City of Oxnard water system. Developer shall construct independent service lateral connections for each of these services as directed by the City. (DS)
157. Developer shall widen Ventura Boulevard along the project frontage to provide a 46-foot curb-to-curb pavement width measured from the existing curb along the southerly side of Ventura Boulevard. Roadway improvements shall include construction of a 7-foot wide sidewalk along the project frontage. The street improvements (asphalt, curb, gutter, and sidewalk) shall extend westerly of the project a sufficient distance (approximately 30-feet) to connect to the nearby fully widened portion of Ventura Boulevard. The existing sewer lift station at this location has been de-activated and the remaining vault and interfering improvements shall be removed to accommodate the widening. (DS)
158. Prior to designing the Ventura Boulevard widening, Developer's engineer shall submit an alignment study for approval by the City Traffic Engineer. The study shall extend from the existing improvements at Balboa Street (550-feet east of project) to the existing improvements just west of the project. Alignment study shall include a) right-of-way lines; b) proposed traffic striping; c) taper lengths; and d) curb to curb dimensions. (DS)
159. Developer shall widen the curb, gutter, and pavement on Cortez Street along the project frontage to provide a 20-foot half width measured from the centerline of existing right-of-way to curb face. Improvements shall include construction of a 7-foot wide sidewalk along the project frontage. (DS)
160. Developer shall construct a standard Case A, Type 3 disabled access ramp at the corner of Ventura Boulevard and Cortez Street. (DS)

161. Prior to issuance of a grading/site improvement permit, the Developer shall dedicate sufficient right-of-way to encompass the required Ventura Boulevard and Cortez Street improvements. (DS)
162. Developer shall locate all fire hydrants, utility poles, and other vertical obstructions to provide a minimum 48-inch wide unobstructed ADA compliant pedestrian path along the public sidewalk. (DS)
163. Developer shall design and construct project driveways in general conformance with section A-A of City standard plate 115, modified to include a 'Y' dimension of 4-feet followed by a minimum 4-foot wide ADA compliant pedestrian path. (DS)
164. Prior to issuance of a grading/site improvement permit, the Developer shall provide evidence of merger of the two existing lots underlying this project. (DS)
165. Prior to issuance of a building permit, the Developer shall pay utility underground in-lieu fees in accordance with City Code. (DS)
166. Developer shall properly abandon all existing service laterals (water, wastewater, etc.) currently extended to the sites that are not proposed for use by the project. (DS)
167. Developer shall install "No Parking" signs along the Ventura Boulevard frontage of the site as directed by the City Traffic Engineer. (TR)
168. Developer shall re-stripe Ventura Boulevard in conjunction with the widening along the project frontage. The final layout and transition lengths shall be as directed by the City Traffic Engineer. (TR)
169. Developer shall relocate existing "STOP" sign and pavement markings along Cortez Street as required by the adjacent road reconfiguration. The final location and configuration of signing and striping shall be as directed by the City Traffic Engineer. (TR)
170. Developer shall install two "NO PARKING" signs along the Project site's street frontage of Ventura Boulevard to the satisfaction of the Traffic Engineer.

*Resolution No. 2019-XX
PZ 18-500-11 (SUP)
March 21, 2019*

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Oxnard
on this 21st day of March, 2019.

Vincent Stewart, Chair

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning
Commission of the City of Oxnard at a meeting held on the 21st day of March, 2019, and carried
by the following vote:

AYES: Commissioner(s):

NOES: Commissioner(s):

ABSENT: Commissioner(s):

ABSTAIN: Commissioner(s):

ATTEST:

Kathleen Mallory, AICP, Secretary

RESOLUTION NO. 2019-11

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING CITY COUNCIL APPROVAL OF PLANNING AND ZONING PERMIT NO. 18-500-11 (SPECIAL USE PERMIT) TO CONSTRUCT A DOG BOARDING FACILITY WITH OUTSIDE KENNEL FACILITIES, PLAY AREAS, CARETAKER RESIDENCE, AND ASSOCIATED ON-SITE IMPROVEMENTS ON A .89 ACRE SITE LOCATED AT 481 - 491 VENTURA BOULEVARD, SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY JEFF ZOOK, ON BEHALF OF NANCY BARNA, PROPERTY OWNER, 505 SOUTH A STREET #200, OXNARD, CA 93030.

WHEREAS, on July 24, 2018, Jeff Zook, (the “**Applicant**”), submitted a request to construct a canine resort with outdoor play areas and associated on-site improvements; and

WHEREAS, on March 21, 2019, the Planning Commission of the City of Oxnard (“**Planning Commission**”) conducted a duly noticed public hearing to consider Applicant’s request to approve Planning and Zoning Permit No. 18-500-11 (Special Use Permit), to demolish three existing residences and construct a two story 7,059 square-foot building along located on a .89 acre site (the “**Project**”) in accordance with Section 16-530 through 16-553 of the Oxnard City Code; and

WHEREAS, the Planning and Environmental Services Division has completed a preliminary environmental assessment of the Project in accordance with the California Environmental Quality Act (CEQA) and determined that the Project is subject to a Class 32 Categorical Exemption.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF OXNARD:

SECTION 1. Based on the entire record before the Planning Commission and all written and oral evidence presented, including the Planning Commission Staff Report and all attachments thereto, the Planning Commission finds:

- (1) **The proposed use is in conformance with the City of Oxnard Land Use Plan and the elements thereof and other adopted standards.**

The proposed use is consistent with the 2030 General Plan, and the elements thereof and other adopted standards, as discussed in Section 6(b) of the Planning Commission Staff Report.

- (2) **The proposed use will not adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare.**

The Project is designed to be architecturally compatible with the surrounding area and will enhance and improve the existing conditions of the parcel. Care has been taken to mitigate the possibility of nuisance noise through architectural design,

walls and the operations of the business as reviewed by the Development Advisory Committee.

- (3) **The site for the proposed use is adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping and all items required by the conditions of approval.**

The Project meets all applicable development standards except for the proposed modifications requested for the landscape planters and the loading zone which can be considered by the Planning Commission per Section 16-271(B) of the OCC discussed in greater detail in Section 5(c) of the Planning Commission Staff Report.

- (4) **The site for the proposed use will be served by highways adequate in width and improved as necessary to carry the kind and quantity of traffic such use will generate.**

The Project will be adequately served by all existing infrastructure as reviewed at the Development Advisory Committee meeting and will generate minimal impact of traffic on streets and highways as determined by the City Traffic Engineer.

- (5) **The site for the proposed use will be provided with adequate sewerage, water, fire protection and storm drainage facilities.**

The project site was annexed into the Calleguas Municipal Water District. The property will be served by existing sewer connections. In accordance with the Stormwater Quality Conditions of this Resolution, the Project's design will comply with stormwater control measures as required by the Los Angeles Regional Water Quality Control Board's municipal separate storm sewer system ("MS4") permit.

SECTION 2. In accordance with CEQA Guidelines, §15332, the project qualifies as a Class 32 categorical exemption (Infill Development). This section pertains to infill development within urbanized areas subject to specific conditions. The Planning and Environmental Services Division is hereby authorized and directed to file a Notice of Exemption with the Ventura County Clerk pursuant to Section 15602 of the State CEQA Guidelines within five (5) working days of passage, approval and adoption of this Resolution.

SECTION 3. Based on the findings set forth herein, the Planning Commission hereby recommends City Council approval of Planning and Zoning Permit 18-500-11 (Special Use Permit), subject to the attached conditions of approval.

SECTION 4. The Secretary shall certify the adoption of this Resolution.

STANDARD CONDITIONS OF APPROVAL FOR LAND USE PERMITS

Note: The abbreviations below identify the City department or division responsible for determining compliance with these standard conditions. The first department or division listed has responsibility for compliance at plan check, the second during inspection and the third at final inspection, prior to issuance of a certificate of occupancy, or at a later date, as specified in the condition. If more than one department or division is listed, the first will check the plans or inspect the project before the second confirms compliance with the condition. The italicized code at the end of each condition provides internal information on the source of each condition: Some are standard permit conditions (e.g. *G-1*) while some are taken from environmental documents (e.g. *MND-S2*).

DEPARTMENTS AND DIVISIONS			
CA	City Attorney	PL	Planning Division
DS	Dev Services/Eng Dev/Inspectors	TR	Traffic Division
PD	Police Department	B	Building Plan Checker
SC	Source Control	FD	Fire Department
PK	Landscape Design	CE	Code Compliance

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL)
2. This permit is granted for the plans dated February 25, 2019, (the “**Plans**”) on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning and Environmental Services Manager (“Planning Manager”) or a major modification to the plans is approved by the Planning Commission. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A major modification shall be required for substantial changes or increases in such items. (PL)
3. This permit shall automatically become null and void 36 months from the date of its issuance, unless Developer has diligently developed the proposed project, as shown by the issuance of a grading, foundation, or building permit and the construction of substantial improvements. (PL)
4. All required off-site and on-site improvements for the project, including structures, paving, and landscaping, shall be completed prior to occupancy unless the Development Services Manager allows Developer to provide security or an executed agreement approved by the City Attorney to ensure completion of such improvements. (DS)
5. By commencing any activity related to the project or using any structure authorized by this permit, Developer accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein. (CA)

6. Any covenants, conditions, and restrictions (CC&Rs) applicable to the project property shall be consistent with the terms of this permit and the City Code. If there is a conflict between the CC&Rs and the City Code or this permit, the City Code or this permit shall prevail. (CA)
7. Developer shall complete the "Notice of Land Use Restrictions and Conditions" form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, the Developer shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL)
8. Before placing or constructing any signs on the project property, the Developer shall obtain a sign permit from the City. Except as provided in the sign permit, Developer may not change any signs on the project property. (PL/B)
9. Developer shall obtain a building permit for any new construction or modifications to structures, including interior modifications, authorized by this permit. (B)
10. Developer shall not permit any combustible refuse or other flammable materials to be burned on the project property. (FD)
11. Developer shall not permit any materials classified as flammable, combustible, radioactive, carcinogenic or otherwise potentially hazardous to human health to be handled, stored or used on the project property, except as provided in a permit issued by the Fire Chief. (FD)
12. If Developer, owner or tenant fails to comply with any of the conditions of this permit, the Developer, owner or tenant shall be subject to a civil fine pursuant to the City Code. (CA)

LANDSCAPE STANDARD CONDITIONS

13. Prior to submittal of landscape and irrigation plans, Developer shall obtain approval of the Planning Manager or designee of a plan showing on the project property all existing trees and identifying the trees to be saved, transplanted or removed. (PK, PK-1)
14. Prior to issuance of building permits or the proposed use is initiated, whichever comes first, Developer shall submit two copies of landscape and irrigation plans, along with the appropriate permit application and fees, to the Development Services Division and obtain approval of such plans. (PK/DS, PK-2)
15. Prior to issuance of a certificate of occupancy, the Developer shall install landscape and automatic irrigation systems that have been approved by Parks and Facilities Superintendent. (PK, PK-3)
16. Developer shall properly maintain landscape planting and all irrigation systems as required by the City Code and as specified by this permit. Failure of the Developer to do so may result in the revocation of this permit and initiation of legal proceedings against Developer to ensure compliance (PK, PK-4)

17. Prior to the issuance of a certificate of occupancy, the Developer shall provide a watering schedule to the building owner or manager and to Planning Division or designee. The irrigation system shall include automatic rain shut-off devices, or instructions on how to override the irrigation system during rainy periods. (PK, PK-5)
18. All trees planted or placed on the property by the Developer shall be at least 36-inch-box size. All shrubs and vines shall be at least five-gallon size, except as otherwise specified by this permit. (PK, PK-6)
19. Developer shall install an irrigation system that includes a water sensor shut off device as a water conservation measure. (PK, PK-22)
20. At time of submittal to the Building and Engineering Division for plan check, Developer's Landscape Architect or Architect shall provide the City with written confirmation that they have reviewed the civil engineering construction drawings and that the NPDES requirements are not in conflict with meeting the City's landscape requirements. (PK, PK-23)
21. Developer shall include a note on the Landscape Plans submitted to the Building and Engineering Division for a building permit that "all landscaping and irrigation comply with Ordinance No. 2822, which adopted the City of Oxnard Landscape Water Conservation Standards, and applicable water conservation requirements of the State of California". (PK, PK-24)

FIRE DEPARTMENT STANDARD CONDITIONS

22. Developer shall construct all vehicle access driveways on the project property to be at least 26 feet wide, exclusive of shoulders. Developer shall mark curbs adjacent to designated fire lanes in parking lots to prohibit stopping and parking in the fire lanes. Developer shall mark all designated fire lanes in accordance with the California Vehicle Code. (FD/B, F-1)
23. All roof covering materials on the project property shall be of non-combustible or fire retardant materials approved by the Fire Chief and in compliance with the City Code. (FD, F-2)
24. Before the City issues building permits, the Developer shall obtain the Fire Chief's approval of a plan to ensure fire equipment access and the availability of water for fire combat operations to all areas of the project property. The Fire Chief shall determine whether or not the plan provides adequate fire protection. (FD/DS, F-3)
25. At Developer's expense, Developer shall obtain two certified fire flow tests for the project property. The first test shall be completed before City approval of building plans and the second shall be completed after construction and prior to the issuance of a certificate of occupancy. A mechanical, civil, or fire protection engineer must certify the tests. Developer shall obtain permits for the tests from the Engineering Division. Developer shall send the results of the tests to the Fire Chief and the City Engineer. (FD/DS, F-4)

26. All structures on the project property shall conform to the minimum standards prescribed in Title 19 of the California Code of Regulations. (FD, *F-5*)
27. The project shall meet the minimum requirements of the "Fire Protection Planning Guide" published by the Fire Department. (FD, *F-6*)
28. At all times during construction, the Developer shall maintain paved surfaces capable of handling loads of 76,000 pounds which will provide access for firefighting apparatus to all parts of the project property. (FD/DS, *F-7*)
29. Developer shall identify all hydrants, standpipes and other fire protection equipment on the project property as required by the Fire Chief. (FD, *F-8*)
30. Developer shall provide central station monitoring of the fire sprinkler system and all control valves. (FD, *F-10*)
31. The turning radius of all project property driveways and turnaround areas used for emergency access shall be approved by the City Traffic Engineering Department. (FD, *F-11*)
32. Developer shall provide automatic fire sprinklers as required by the City Code and shall contact the Fire Chief to ascertain the location of all connections. This will be a separate submittal. (FD, *F-12*)
33. Developer shall install in each structure in the project a detection/alarm system with a central station monitor that will automatically notify the Fire Department in the event of a fire in the structure. The alarm system shall include a UL or State Fire Marshal approved device, which shall not exceed design specifications, that reports water flow monitoring and allows the central station monitor to inform the Fire Department. (FD, *F-13*)
34. Developer shall comply with Certified Unified Program Agency (CUPA) requirements regarding the storage, handling and generation of hazardous materials or waste. Prior to the issuance of building permits, Developer shall contact the CUPA division of the Fire Department to ensure that such requirements are followed. (FD, *F-16*)

FIRE DEPARTMENT SPECIAL CONDITIONS

35. All emergency egress/Fire Department access windows or doors that serve any room that can be utilized for sleeping shall have access to a public right-of-way without re-entering the structure.
36. Areas designated by the Fire Marshal as Fire Lanes shall be identified by a red curb and signage per the California Department of Motor Vehicles.

37. Before the city issues a certificate of occupancy, the developer shall install a Knox key vault at a location to be determined by the Fire Department.
38. The carports and trash enclosures shall have fire sprinklers.
39. All landscaped areas on the property will coordinate with the fire protection features so as to prevent access problems to fire protection features.

POLICE DEPARTMENT CONDITIONS

40. The project must comply with the Outdoor Lighting Code & Guideline:
 - a. Outdoor lighting shall comply with Title 24, Part 6, of the California Code of Regulations: California's Energy Efficiency Standards for Residential and Nonresidential Buildings.
 - b. All outdoor lighting shall be flat lens, full cut-off fixtures with the light source fully shielded with the exception of:
 - i. Luminaires with a maximum output of 260 lumens per fixture, regardless of number of bulbs (equal to one 20-watt incandescent light), may be left unshielded provided the fixture has an opaque top to keep light from shining directly up.
 - ii. Luminaires that have a maximum output of 1,000 lumens per fixture, regardless of number of bulbs (equal to one 60-watt incandescent light) may be partially shielded provided the bulb is not visible, and the fixture has an opaque top keep light from shining directly up.
 - c. Oxnard City Code 16-320: Lighting within physical limits of the area required to be lighted shall not exceed seven foot-candles, nor be less than one foot-candle at any point. A light source shall not shine upon, or illuminate directly any surface other than the area required to be lighted. No lighting shall be of a type or in a location that constitutes a hazard to vehicular traffic, either on private property or on the abutting streets. The height of light standards shall not exceed 26 feet. To prevent damage from automobiles, standards shall be mounted on reinforced concrete pedestals or otherwise protected.
41. Lighting instruments shall be metal halide, LED or similar in nature and spectrum (3,000K to 20,000K Correlated Color Temperature).
42. Exterior lighting of the site including parking areas shall be between 1 and 7-foot candles and shall be in harmony with existing adjacent lighting scheme.
43. Lighting instruments shall installed so that light does not directly illuminate property outside the project site. Instruments shall not create glare for motorists or pedestrians.
44. Landscape elements shall be arranged to provide clear lines of sight and eliminate potential places of concealment.
45. Parking areas shall be illuminated dusk to dawn.

46. Outdoor lighting shall be active at all times the public has access to the property. However, when the property is closed to the public, the staff of the facility may determine the best combination of exterior lighting that serves the safety staff and nighttime operation of security cameras.
47. Security camera system shall be installed and shall meet current industry standards and be capable of documenting activities that would be presentable in a court of law as evidence. Below are the current minimum standards for security camera systems:
 - a. Cameras and supporting equipment shall supply digital color images under normal lighting conditions. Greyscale images are expected for infra-red lighting.
 - b. Cameras shall be made by a reputable manufacturer and maintained to current industry standards.
 - c. Cameras shall have low light capability and able to identify persons on the property.
 - d. The video system shall utilize a Digital Video Recorder (DVR). VHS and other formats are prohibited.
 - e. The video system shall allow recording, live viewing and playback of recorded video for a period of at least 30 days.
 - f. Recorded images shall bear a date and time stamp that cannot be altered.
 - g. Signage shall be posted near the primary public entrance which states in 2" letters: "Security Cameras in Use".
 - h. Prior to installation of a security camera system the applicant shall submit a plan at the time of plan check showing location of cameras and the scope of their capture area. The plan shall include a list of components.
 - i. Cameras in domed casings are highly encouraged as their area of focus is not easily determined by a casual observer.
 - j. A camera shall be placed inside the public reception area to capture images of the upper body and faces of persons entering the business.
 - k. A camera shall be installed to capture images of vehicles and vehicle license plates as they enter the site.
 - l. A height strip shall be installed on the interior of the main door frame to the business.
 - m. Sufficient cameras with night vision capabilities shall be mounted to monitor exterior areas.
 - n. The security camera system shall be maintained in good working order at all times.
48. A security alarm system is required and shall be compliant with Oxnard City Code 11-95 through 11-100. Motion detection burglary or intrusion alarm systems shall utilize "Dual Technology" sensors capable of differentiating between human movement and non-human movement.
49. For the safety of the animals maintained at this facility, the facility shall be staffed 24-hours daily.
50. Dogs that bark excessively shall be managed in a prompt manner. Should the dog or dogs not be responsive to initial attempts to quieting, it/they shall be placed in an interior setting in order to avoid disturbing neighbors.
51. Controlled substances shall not be stored at the facility.

52. The business shall not offer for sale any products designed for cock-fighting.
53. A sign shall be posted in the public reception area that states: "Any complaint about this facility may be made to the City of Oxnard Pound Master at 805-385-7640."

PLANNING DIVISION STANDARD CONDITIONS

54. Plans submitted by Developer with building permit applications shall show on the building elevation sheets all exterior building materials and colors, including product and finish manufacturer name, color name and number, and surface finish type (such as: stucco with sand finish, plaster with smooth finish) to be used in construction. (PL/B, PL-1)
55. Any application for a minor modification requires a minor modification permit and payment of applicable processing fees. (PL, PL-2)
56. Before the City issues building permits, the Developer shall include a reproduction of all conditions of this permit as adopted by resolution of the Planning Commission and/or the City Council in all sets of construction documents and specifications for the project. (PL, PL-3)
57. Before the City issues building permits, the Developer shall provide to the Planning Division Manager color photographic reductions (8 1/2" by 11") of full-size colored elevations and any other colored exhibit approved by the Planning Commission. Developer may retain the full-size colored elevations after the reductions are so provided. (PL, PL-4)
58. Developer may not modify any use approved by this permit unless the Planning Division Manager determines that Developer has provided the parking required by the City Code for the modified use. (PL, PL-7)
59. During the plan check review process, the Developer shall provide a lighting plan that provides design details (light standards, bollards, wall mounted packs, etc.) and illumination site information within alleyways, pathways, streetscapes, and open spaces proposed throughout the development. An electrical engineer or architect shall prepare the site lighting plan demonstrating that adequate lighting ranges will be provided throughout the development without creating light spillover, light pollution, or conflicts with surrounding factors such as tree locations, off-site or adjacent lighting. (PL)
60. Prior to issuance of building permits, the Developer shall demonstrate that light standards illustrated on conceptual lighting plan do not conflict with tree locations. Developer shall submit a plan showing both the lighting and landscape on the same sheet.
61. Developer shall recess or conceal under-canopy lighting elements so as not to be directly visible from a public street. Developer shall submit a lighting plan showing standard heights and light materials for design review and approval of the Planning Division Manager. (PL/B, PL-8)

62. Developer shall provide for dust control at all times during project property preparation and construction activities. (B/DS, *PL-13*)
63. Developer agrees to participate in a water conservation program that includes refitting water fixtures existing on the project property with water conserving devices within residences or businesses in the City's water service area, if such a program is in effect when building permits are issued for this project. Among the requirements of such a program might be refitting existing toilets, faucets, shower heads, landscaping irrigation or other fixtures and items that consume water within the structure. (PL, *PL-14*)
64. Because of water limitations placed upon the City by its water providers, approval of this permit does not guarantee that the City will issue building permits. Issuance of building permits may be delayed as a result of implementation of a water conservation or allocation plan. (PL, *PL-15*)
65. Prior to issuance of building permits, the Developer shall pay a document imaging fee for the planning files in an amount calculated by planning staff at the time of building permit review based on fees then in effect. (PL/B, *PL-16*).
66. Developer shall recess or screen roof heating and cooling systems and other exterior mechanical equipment from adjoining property and public streets, as required by this permit. Plumbing vents, ducts and other appurtenances protruding from the roof of structures shall be placed so that they will not be visible from the front of the property or other major public vantage points. Developer shall include a note on the construction plumbing drawings of exterior elevations to indicate to contractors that roof features shall be grouped and located in the described manner. Roof vents shall be shown on construction drawings and painted to match roof material color. (PL/B, *PL-41*)
67. Exterior utility meter panels shall be located to take advantage of screening (e.g. landscaping or other building elements) so as not to be visible from public right-of-ways, to the maximum extent feasible. (PL, *PL-43*)
68. Prior to issuance of a certificate of occupancy, Developer shall remove all construction materials and vehicles from the subject property. (PL/B, *PL-47*)

PLANNING DIVISION SPECIAL CONDITIONS

69. At the time of Plan Check submittal, the landscape plans shall contain an exhibit titled "Tree Tabulation Chart". The Tree Tabulation Chart shall contain a listing of all existing trees on site and shall refer to them by number as identified in the Arborist's Tree Report. The Tree Tabulation Chart shall clearly list all trees to remain, be removed or transplanted. The Chart shall contain the Arborist's economic appraisal value of each tree(s) removed as well as computations and calculations showing how the value of the removed tree(s) was put back into new tree sizes for the project that are in addition to meeting the City's minimum tree size of 24" box (anticipated to be \$7,910). (PL)

70. Developer shall install toilets that have automatic flush sensors in all restrooms. Such toilets shall be included on the plans submitted for a building permit and shall be maintained in working order at all times. (PL)
71. Developer shall install individual mirrors above each sink in a public restroom to the satisfaction of the Planning Division Manager. The details of such mirrors shall be approved prior to issuance of a building permit. Developer shall remove graffiti from the mirrors or replace the mirrors within 24 hours of graffiti appearance. (PL)
72. Developer shall remove any and all graffiti from the project premises, including but not limited to graffiti within the building, such as in restrooms or fitting rooms, within 24 hours of its appearance. The surface of such affected areas shall be matched to blend in with the underlying colors and/or design, and shall not look like a paint patch. (PL)
73. Before the City issues building permits, the Developer shall provide a Graffiti Deterrent Plan, subject to the approval the Planning Division Manager. Such plan shall include such elements as clear film on windows and/or mirrors, as well as washable paint and sealers on the building and perimeter walls. (PL)
74. Developer shall ensure that all construction equipment is maintained and tuned to recommended manufacturer's specifications. (MND, C-1)
75. At all times during construction activities, the Developer shall minimize the area disturbed by clearing, grading, earth moving, or excavation operations to prevent excessive amounts of dust. (MND, C-2)
76. During construction, the Developer shall water the area to be graded or excavated prior to commencement of grading or excavation operations. Such application of water shall be at least twice per day and shall penetrate sufficiently to minimize fugitive dust during grading activities. (MND, C-3)
77. During construction, the Developer shall control dust by the following activities:
 - a. All trucks hauling graded or excavated material offsite shall be required to cover their loads as required by California Vehicle Code §23114, with special attention to Sections 23114(b)(F), (e)(2) and (e)(4) as amended; regarding the prevention of such material spilling onto public streets and roads.
 - b. All graded and excavated material, exposed soils areas, and active portions of the construction site, including unpaved onsite roadways, shall be treated to prevent fugitive dust. Treatment shall include, but not necessarily be limited to, periodic watering, application of environmentally-safe soil stabilization materials, and/or roll-compaction as appropriate. Watering shall be done as often as necessary and reclaimed water shall be used whenever possible. (MND, C-4)
78. During construction, the Developer shall post and maintain onsite signs, in highly visible areas, restricting all vehicular traffic to 15 miles per hour or less. (MND, C-5)

79. During periods of high winds (i.e. wind speed sufficient to cause fugitive dust to impact adjacent properties), Developer shall cease all clearing, grading, earth moving, and excavation operations to prevent fugitive dust from being a nuisance or creating a hazard, either onsite or offsite. (MND, C-6)
80. The Permittee shall comply with the provisions of applicable VCAPCD Rules and Regulations, which include but are not limited to, Rule 50 (Opacity), Rule 51 (Nuisance), Rule 55 (Fugitive Dust), and Rule 55.1 (Removal of Visible Roadway Accumulations). ((MND, C-7)
81. Prior to issuance of demolition permits for any structure on the site, the Developer shall provide evidence of notification to the Air Pollution Control District of such demolition. Demolition and/or renovation activities shall be conducted in compliance with APDC regularities regarding Asbestos (Rule 63.7). (MND, C-8)
82. Developer shall mitigate air quality emissions associated with development of the subject site through a contribution to the City's Transportation Demand Management (TDM) program. Such fee shall be calculated at the time of building permit issuance in accordance with the Ventura County Air Quality Assessment Guidelines, as amended. Such fee shall be collected in full prior to building permit issuance. (MND, C-9)
83. Prior to grading permit approval, the Developer shall include on the grading plans a reproduction of all conditions of this permit pertaining to dust control requirements. (PL)
84. A maximum of 5 employees shall be permitted during any one shift (PL).
85. A maximum of 100 dogs shall be kept at the project site during daytime hours (7:00 a.m. – 7:00 p.m.). A maximum of 50 dogs at any one time will be allowed to be outside during outdoor play time. A maximum of 75 dogs shall be kept at the project site during evening hours (7:00 p.m. – 7:00 a.m.) (PL). No dogs will be kept outside after 7:00 p.m.
86. An 11' x 20' loading and unloading zone is permitted on the project site. It is understood that smaller box trucks or cargo vans will deliver to the site.
87. Dog waste shall be promptly removed in the outdoor play areas. (PL)
88. Outdoor storage of any supplies or equipment of any kind is prohibited.
89. The Applicant shall provide the existing tenants on the site with a minimum of 90 day notice to vacate.
90. The existing and new block wall as called out in notes 1 and 1A of the approved plans must be treated in texture, finish, and color to complement the design of the building. Finish/color/textures shall be approved by the Planning Manager.
91. The site must be maintained clean of trash, litter, and debris at all times.

92. Other than directional signs to direct traffic in the parking lot all signs are subject to a separate sign permit with the Planning Division.
93. The caretaker unit on the second floor mezzanine shall be only available to caretakers of Doggin Around to care for the overnight dogs and cannot be rented as an Accessory Dwelling Unit.
94. The landscape planter abutting the driveway that is perpendicular to Cortez Street shall have a width of 10 feet. The site plan and landscaping plan submitted for plan check must reflect this width.
95. A sign not to exceed 11" x 17" in area and reading: "Any questions or concerns about this facility can be directed to Doggin Around Manager by calling 805-223-3630" must be posted on the building or the redwood fence visible to the public.

ENVIRONMENTAL RESOURCES DIVISION

96. To ensure that solid waste generated by the project is diverted from the landfill and reduced, reused or recycled, Developer shall complete and submit a "City of Oxnard C&D Environmental Resources Management & Recycling Plan" ("Plan") to the City for review and approval. The Plan shall provide that at least 50% of the waste generated on the project be diverted from the landfill. The Plan shall include the entire project area, even if tenants are pursuing or will pursue independent programs. The Plan shall be submitted to and approved by the Environmental Resources Division prior to issuance of a building permit. The Plan shall include the following information: material type to be recycled, reused, salvaged or disposed; estimated quantities to be processed; management method used; destination of material including the hauler name and facility location. Developer shall use the Plan form.
97. Developer shall follow the approved "City of Oxnard C&D Environmental Resources Management & Recycling Plan" and provide for the collection, recycling, and/or reuse of materials (i.e., concrete, wood, metal, cardboard, green waste, etc.) and document results during construction and/or demolition of the proposed project. After completion of demolition and/or construction, the Developer shall complete and submit the "City of Oxnard C&D Environmental Resources Management & Recycling Report For Work Completed" ("Work Completed Report") and provide legible copies of weight tickets, receipts, or invoices for materials sent to disposal or reuse/recycling facilities. For other discarded or salvaged materials, the Developer shall provide documentation, on the disposal facility's letterhead, identifying where the materials were taken, type of materials, and tons or cubic yards disposed, recycled or reused, and the project generating the discarded materials. Developer shall submit and obtain approval of the Work Completed Report prior to issuance of a certificate of occupancy.
98. Developer shall arrange for materials collection during construction, demolition, and occupancy with the City's Environmental Resources Division or Developer shall arrange for self-hauling. Regardless of hauling methods, all materials collected must be conveyed to the Del Norte Regional Recycling and Transfer Station.

99. Developer shall make provisions to divert at least 50% of the waste material generated during occupancy through source reduction, recycling, reuse, and green waste programs. Developer shall complete and submit a "City of Oxnard C&D Environmental Resources Management & Recycling Occupancy Plan" ("Occupancy Plan") to the City's Environmental Resources Division. An Occupancy Plan must be submitted and approved prior to issuance of a certificate of occupancy. An Occupancy Plan must be submitted and approved prior to issuance of a certificate of occupancy. A "City of Oxnard C&D Environmental Resources Management and Recycling Occupancy Report" shall be submitted to the Environmental Resources Division annually for approval on the anniversary date of the certificate of occupancy or at any such time that the facility's operational functions change significantly.
100. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a manner approved by the City Engineer.

DEVELOPMENT SERVICES DIVISION STANDARD CONDITIONS

101. Developer shall pay plan check and processing fees in effect at the time of construction plan submittal and shall pay development fees, encroachment permit fees, and other applicable fees in effect at permit issuance. (DS-1)
102. Developer's Engineer shall design parking lot structural sections based on an analysis of the soils R-value and a traffic index (T.I.) approved by the City Engineer. The minimum structural section for parking lots is two inches of asphalt on four inches of base material. Developer shall indicate the proposed structural section and design T.I. on the site improvement plans. (DS-2)
103. Developer shall have the site improvement plans prepared using standard Development Services Division format(s) by a civil engineer licensed in the State of California. The plans shall incorporate recommendations from soil engineering and geology reports. Prior to issuance of a grading permit, improvement plans must be approved by the City Engineer and ink-on-mylar plans filed with the Development Services Division. (DS-3)
104. Developer shall submit improvement plans and drainage calculations demonstrating that storm drain runoff from the project property and all upstream areas will be safely conveyed to an approved drainage facility. The design and conveyance route shall be compatible with the City's Master Plan of Drainage and shall be approved by the City Engineer prior to approval of improvement plans. (DS-4)
105. Developer shall protect building pads from inundation during a 1% chance (100-year) storm. (DS-5)
106. Before connecting the project to existing sewer and water service laterals, Developer shall inspect (pothole or video) existing lateral(s) and arrange for City staff to view inspection results. Developer shall make repairs to such facilities as determined necessary by City staff. Developer shall bring all existing water services into compliance with current City

standards including removal of unused water or sewer laterals by disconnection at the main. (DS-7)

107. Curb cut widths and design shall conform to City ordinances, standards, and policies in effect at the time City issues an encroachment permit. (DS-9)
108. Developer's site improvement plans shall include an on-site sewer plan. (DS-10)
109. Developer shall provide fire hydrants such that all points of all structures are within one hundred fifty (150) feet of a fire hydrant, or as otherwise approved by the Fire Department. Fire hydrant line improvements shall be designed in accordance with City standards and shown on the civil site improvement plans prior to issuance of a site improvement/grading permit. Developer shall provide the City with an easement over onsite waterlines using standard City format. (DS-11)
110. Developer shall install on-site and off-site electric, cable, telephone and similar utility service laterals underground in accordance with City ordinances in effect at the time City issues a building permit. Services shall be installed underground to the nearest suitable riser pole as determined by the appropriate utility service provider. (DS-12)
111. Developer shall enter into an agreement, approved as to form by the City Attorney, to install and construct all public improvements required by this permit and by the City Code. Developer shall post security satisfactory to the Finance Director, guaranteeing the installation and construction of all required improvements within the time period specified in the agreement or any approved time extension. (DS-14)
112. A California licensed civil engineer shall prepare the public improvement plans and documents for this project in accordance with City standards and shall submit all such plans to the City Engineer. Submittal shall include, but not necessarily be limited to, grading, street, drainage, sewer, water and other appurtenant improvement plans, construction cost estimates, soils reports, and all pertinent engineering design calculations. City will not approve a parcel map or final map nor issue a grading, site improvement or building permit until the City Engineer has approved all improvement plans. (DS-15)
113. Prior to issuance of a site improvement permit, Developer shall provide to the Development Services Division a compact Disc (CD) containing digital copies of all project maps, address map, and/or civil improvements drawings in DWG format. Prior to improvement bond release, Developer shall provide an updated CD containing all changes that occur during construction. (DS-16)
114. Developer shall process permanent master planned improvements that are eligible for reimbursement in accordance with City policies, resolutions, and ordinances in effect at the time of recordation of the final map or parcel map or if there is no map, then at the time of public improvement plan approval. (DS-17)
115. Developer shall provide all necessary easements for streets, highways, alleys, sidewalks, parkways, landscaping, utilities, drainage facilities, or other improvements as required by

City. If such easements cannot be obtained from the property owner by negotiation, City may acquire them at the expense of Developer by exercise of the power of eminent domain. Developer shall bear all costs of eminent domain proceedings, including appraisal, acquisition, attorney's fees, and court costs. Before City issues a site improvement permit, Developer shall dedicate all required easements to City. (DS-19)

116. Developer shall remove graffiti from the project, including graffiti on offsite public infrastructure under construction by Developer, within 24 hours of its appearance. If Developer fails to remove graffiti in accordance with this condition, the City may at the discretion of the Development Services Manager issue a stop work order until such time as the graffiti is removed. (DS-20)
117. The conditions of this resolution shall prevail over all omissions, conflicting notations, specifications, dimensions, typical sections, and the like, that may or may not be shown on the improvement plans. (DS-21)
118. Developer shall pay the cost of all inspections of on-site and off-site improvements. (DS-22)
119. Developer shall be responsible for all project-related actions of Developer's employees, contractors, subcontractors, and agents until City accepts the improvements. (DS-23)
120. Prior to beginning construction, Developer shall designate in writing an authorized agent who shall have complete authority to represent and to act for Developer. The authorized agent shall be present at the work site whenever work is in progress. Developer or the authorized agent shall make arrangements acceptable to City for any emergency work. When City gives orders to the authorized agent to do work required for the convenience and safety of the general public because of inclement weather or any other cause, and the orders are not immediately acted upon by the authorized agent, City may do or have such work done by others at Developer's expense. (DS-24)
121. "Standard Specifications for Public Works Construction" latest edition (including modifications thereto by City) and applicable City Standard Plates and Design Criteria shall be the project specifications, except as noted otherwise on the approved improvement plans. City reserves the right to upgrade, add to, or revise these specifications and plans and all other City ordinances, policies, and standards. If the improvements required of this project are not completed within 12 months from the date of City's approval of the improvement plans, the Developer shall comply with and conform to any and all upgraded, additional or revised specifications, plans, ordinances, policies and standards. (DS-27)
122. Developer shall retain a California licensed Civil Engineer to ensure that the construction work conforms to the approved improvement plans and specifications and to provide certified "as-built" plans after project completion. Developer's submittal of certified "as-built" plans is a condition of City's final acceptance of the project and release of any associated security. (DS-29)

123. All grading shall conform to City's standard grading notes, City Code, and recommendations of Developer's soils engineer as approved by the City Engineer. (DS-30)
124. Developer shall design all slopes steeper than 5 (horizontal) to 1 (vertical) with a minimum 18 inch wide level area (at both top and bottom of slope) where it adjoins a wall, fence, sidewalk, trail, curb or similar improvement. (DS-32)
125. Prior to issuance of a site improvement permit, the Developer shall provide to the City Engineer easements or written consent (as determined appropriate by the Development Services Director) from all affected landowners for any diversion of historical flows or change in drainage conditions caused by the project. (DS-36)
126. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a manner approved by the City Engineer. (DS-38)
127. Developer shall install water mains, fire hydrants and water services in conformance with City standard plates, design criteria and specifications as directed by the City Engineer. (DS-41)
128. Developer shall install City approved backflow prevention devices for water connections if so ordered by the City Engineer. (DS-45)
129. Developer shall dedicate and improve to City standards all sidewalks, parkways, streets, alleys, utilities and street appurtenances as directed by the Development Services Director. City will name all streets in accordance with adopted City guidelines. (DS-49)
130. Street and road improvements shall conform to City standard plates, design criteria and policies. Improvements shall include upgrading of existing pavement along the project frontage to City standards by removing and replacing or overlaying, as directed by the City Engineer. (DS-51)
131. Developer shall improve all streets, alleys, sidewalks, curbs, and gutters adjacent to the project in accordance with City standards, as necessary to provide safe vertical and horizontal transitions. (DS-52)
132. Developer shall provide soils reports, "R" value tests, and compaction tests for all streets. Determination of the actual structural sections shall be based on City's design procedure, "R" value tests of in-place soils, and approved traffic indices. (DS-53)
133. Developer shall submit a landscape irrigation plan prepared by a licensed professional, showing proper water meter size, backflow prevention devices, and cross-connection control. (DS-59)
134. Developer shall be responsible for and bear the cost of replacement of all existing survey monumentation (e.g., property corners) disturbed or destroyed during construction, and shall file appropriate records with the Ventura County Surveyor's Office. (DS-64)

135. Developer shall construct a concrete apron along the length of the trash enclosure opening that extends a minimum of 15 feet from the face of the enclosure. (DS-69)
136. Developer shall ensure adequate vehicle line of sight distance exists to safely exit the property. (TR-71)
137. Developer shall install bike racks in accordance with City standards at locations approved in the Plans. (TR-73)

STORMWATER QUALITY CONDITIONS

138. Developer shall design project to minimize degradation of stormwater quality by complying with the applicable sections of the Los Angeles Regional Water Quality Control Board's municipal separate storm sewer system ("MS4") permit (Order R4-2010-0108 including all revisions) for new development and redevelopment projects. Developer shall submit stormwater quality calculations and associated construction plans demonstrating compliance with the MS4 permit. Calculations shall generally be organized to follow the steps outlined in Chapter 2 of the 2011 Technical Guidance Manual for Stormwater Control Measures ("2011 TGM"). (DS-78)
139. Developer shall construct single-bin trash enclosures with a solid non-combustible roof (8-foot minimum clearance) that prevents stormwater from entering the refuse bin. Developer shall construct all other components of the trash enclosure in accordance with the approved City Standard Plan on file with the Development Services Division. Developer shall finish the trash enclosure to match the major design elements of the main structure subject to approval by the Planning Division. The location and configuration of the enclosure shall be approved by the Environmental Resources Division. All site refuse bins shall be stored in an approved enclosure. No objects other than refuse bins may be stored in the enclosure without the written permission of the Environmental Resources Division. (DS-79)
140. Developer's stormwater quality calculations shall include site specific analysis and recommendations from a geotechnical engineer, and if applicable, a landscape architect for design and implementation of stormwater treatment and infiltration devices. Geotechnical Engineering analysis and recommendations shall include, but not necessarily be limited to, determination of site specific soil infiltration rates, depth to permeable soil layers, methods to reach permeable soil layers, appropriate compaction rates, recommendations to enhance infiltration, and other requirements of the 2011 TGM. Landscape architectural recommendations shall include, but not necessarily be limited to, suggestions regarding appropriate vegetation and soil amendments for vegetated infiltration devices. Project plans shall implement approved design recommendations. (DS-81)
141. Using forms provided by the Development Services Division, the Developer shall submit a stormwater quality control measures maintenance and operations plan ("the Plan") for this project. If the BMPs implemented with this project include proprietary products that require regular replacement and/or cleaning, Developer shall provide proof of a contract with an entity qualified to provide such periodic maintenance. The property owner is responsible for the long-term maintenance and operation of all BMPs included in the

project design. Upon request by the City, property owner shall provide written proof of ongoing BMP maintenance operations. No grading or building permit shall be issued until the Development Services Manager approves the Plan and Developer provides an executed copy of the City's stormwater covenant with the Plan included as an exhibit for recordation by the City. (DS-82)

142. Developer's stormwater quality control measures maintenance and operations plan shall include: 1) Requirement to clean on-site storm drains at least twice a year; once immediately before the first of October (the beginning of the rainy season) and once in January. The City Engineer may require additional cleaning; 2) Requirement to maintain parking lots free of litter and debris. Developer shall sweep sidewalks, drive aisles, and parking lots regularly to prevent the accumulation of litter and debris. When swept or cleaned, debris must be trapped and collected to prevent entry into the storm drain system. Developer may not discharge any cleaning agent into the storm drain system; 3) Requirement to label all on-site storm drain inlets with the message "Don't Dump - Drains to Ocean" in accordance with City standards. (DS-83)
143. Developer's engineer shall submit written confirmation that the project landscape drawings comply with the landscape requirements of the Technical Guidance Manual for Stormwater Quality Control Measures for all landscape based stormwater quality best management practices. (DS-84)
144. Developer shall provide pre-treatment for all infiltration based stormwater quality Best Management Practices ("BMPs".) Pre-treatment devices must effectively reduce sediment load entering infiltration BMPs to minimize occlusion of underlying soils and reduce long term maintenance requirements and thereby maintain the infiltration capacity of the BMP. 2011 TGM compliant pre-treatment such as vegetated swales are an approved form of pre-treatment. Proprietary pre-treatment devices must be capable of removing 80% of 50 micron particles to be considered adequate pre-treatment. Typical catch basin inserts do not provide the sufficient sediment storage to provide pre-treatment. (DS-85)
145. Prior to issuance of a grading, building or demolition permit and prior to commencement of any clearing, grading or excavation, Developer shall prepare a Local Stormwater Pollution Prevention Plan ("Local SWPPP".) The Local SWPPP shall be developed and implemented in accordance with requirements of the Ventura Countywide MS4 Permit. The Local SWPPP shall be approved by the City Engineer prior to issuance of a site improvement/grading permit. Developer shall keep the Local SWPPP updated to reflect current site conditions and a copy of the Local SWPPP shall be kept onsite and available for City or designated representative to review upon request. (DS-87)
146. Developer shall install 'Full Capture System Devices' ("Devices") certified by the State Water Resources Control Board Executive Director in compliance with the Statewide Trash Amendments ("Amendments") in all catch basins accepting stormwater runoff from any portion of this project that meets the definition of 'Priority Land Use' as defined by the Amendments at the time of issuance of a grading/site improvement permit. The Devices shall be sized and designed in accordance with requirements of the Amendments and the Technical Guidance Manual for Stormwater Quality Control Measures ("TGM"). (DS-88)

147. Developer shall pay to the County of Ventura a road mitigation fee in accordance with the agreement between the City and the County of Ventura. Proof of payment shall be provided to the Development Services Division prior to issuance of a building permit. (DS-105)

DEVELOPMENT SERVICES DIVISION SPECIAL CONDITIONS

148. This project meets the definition of “Redevelopment” as defined in the current MS4 permit and associated 2011 Technical Guidance Manual for Stormwater Quality Control Measures (“TGM”). Because the area of disturbance exceeds 50% of the site, Developer shall provide stormwater mitigations (including stormwater infiltration) as required by the MS4 permit for the entire site. The final report is subject to approval of the Development Services Manager. (DS)
149. Developer shall comply with requirements of Chapter 18 (Floodplain Management) of the Oxnard City Code. Chapter 18 requires structures proposed within an area of special flood hazard as indicated on the Federal Insurance Rate Map (“FIRM”) to have the finish floor elevated 2-feet above the base flood elevation. A portion of this project is located within an AO zone. Developer shall obtain FEMA approval of a Conditional Letter of Map Revision based on Fill (“CLOMR-F”) prior to issuance of a building permit and obtain a LOMR prior to issuance of a certificate of occupancy for this project, unless otherwise directed by the Development Services Manager. (DS)
150. In accordance with the Stormwater Quality TGM, Developer must infiltrate a ¾” storm event for all impervious areas (except 5% effective impervious area (EIA)) and must treat (but is allowed to release) the ¾” storm event from the 5% EIA and all pervious portions of the site. The preliminary stormwater report and associated plans for the project do not meet these requirements and must be adjusted to comply. (DS)
151. Developer’s stormwater quality control measures maintenance and operations plan shall include a section on the proper cleanup, handling, and disposal of dog waste (and any other use specific potential stormwater pollutant) to minimize the degradation of stormwater quality. (DS)
152. The percolation tests for this project shall include implementation of the reduction factor specified in the “Guidelines for Design, Investigation, and Reporting for Low Impact Development Stormwater Infiltration” published in the Administrative Manual of the County of Los Angeles Department of Public Works. This reduction factor is in addition to the safety factor specified in the Technical Guidance Manual. (DS)
153. Developer’s geotechnical engineer shall perform percolation tests on the exposed bottom of all infiltration facilities immediately prior to facility construction and provide the City with a written opinion that the exposed soil layer is suitable for the proposed infiltration facility based on review of the existing geotechnical reports, percolation tests, infiltration facility

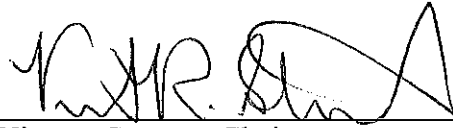
design, and characteristics of the exposed soil layer. The report shall be reviewed and approved by the project civil engineer. (DS)

154. Developer shall design onsite grading to provide a secondary overflow path that conveys stormwater to the street prior to flooding onsite structures if the proposed stormwater pump fails. (DS)
155. Prior to issuance of a grading/site improvement permit, the Developer shall obtain a 'will-serve' letter from Ventura County for use of the County wastewater system. Developer shall also pay all additional sewer connection fees (City and County) caused by the redevelopment of the site and provide evidence of issuance (or pending issuance) of an encroachment permit if required by the outside County. (DS)
156. Developer shall obtain project domestic, irrigation, and fire protection water service from the City of Oxnard water system. Developer shall construct independent service lateral connections for each of these services as directed by the City. (DS)
157. Prior to issuance of a site improvement permit, the Developer shall provide the City Engineer with a written waiver from the private mutual water company currently serving the property for the loss of service area caused by this project being converted to service from City water. If Developer cannot obtain such a waiver, Developer shall execute an undertaking in a form approved by the City Attorney to indemnify, defend and hold harmless City and its officers, and employees as to all claims for compensation resulting from City's encroachment into the service area of the mutual water company. (DS)
158. Developer shall obtain project domestic, irrigation, and fire protection water service from the City of Oxnard water system. Developer shall construct independent service lateral connections for each of these services as directed by the City. (DS)
159. Developer shall widen Ventura Boulevard along the project frontage to provide a 46-foot curb-to-curb pavement width measured from the existing curb along the southerly side of Ventura Boulevard. Roadway improvements shall include construction of a 7-foot wide sidewalk along the project frontage. The street improvements (asphalt, curb, gutter, and sidewalk) shall extend westerly of the project a sufficient distance (approximately 30-feet) to connect to the nearby fully widened portion of Ventura Boulevard. The existing sewer lift station at this location has been de-activated and the remaining vault and interfering improvements shall be removed to accommodate the widening. (DS)
160. Prior to designing the Ventura Boulevard widening, Developer's engineer shall submit an alignment study for approval by the City Traffic Engineer. The study shall extend from the existing improvements at Balboa Street (550-feet east of project) to the existing improvements just west of the project. Alignment study shall include a) right-of-way lines; b) proposed traffic striping; c) taper lengths; and d) curb to curb dimensions. (DS)
161. Developer shall widen the curb, gutter, and pavement on Cortez Street along the project frontage to provide a 20-foot half width measured from the centerline of existing right-of-

- way to curb face. Improvements shall include construction of a 7-foot wide sidewalk along the project frontage. (DS)
162. Developer shall construct a standard Case A, Type 3 disabled access ramp at the corner of Ventura Boulevard and Cortez Street. (DS)
163. Prior to issuance of a grading/site improvement permit, the Developer shall dedicate sufficient right-of-way to encompass the required Ventura Boulevard and Cortez Street improvements. (DS)
164. Developer shall locate all fire hydrants, utility poles, and other vertical obstructions to provide a minimum 48-inch wide unobstructed ADA compliant pedestrian path along the public sidewalk. (DS)
165. Developer shall design and construct project driveways in general conformance with section A-A of City standard plate 115, modified to include a 'Y' dimension of 4-feet followed by a minimum 4-foot wide ADA compliant pedestrian path. (DS)
166. Prior to issuance of a grading/site improvement permit, the Developer shall provide evidence of merger of the two existing lots underlying this project. (DS)
167. Prior to issuance of a building permit, the Developer shall pay utility underground in-lieu fees in accordance with City Code. (DS)
168. Developer shall properly abandon all existing service laterals (water, wastewater, etc.) currently extended to the sites that are not proposed for use by the project. (DS)
169. Developer shall install "No Parking" signs along the Ventura Boulevard frontage of the site as directed by the City Traffic Engineer. (TR)
170. Developer shall re-stripe Ventura Boulevard in conjunction with the widening along the project frontage. The final layout and transition lengths shall be as directed by the City Traffic Engineer. (TR)
171. Developer shall relocate existing "STOP" sign and pavement markings along Cortez Street as required by the adjacent road reconfiguration. The final location and configuration of signing and striping shall be as directed by the City Traffic Engineer. (TR)
172. Developer shall install two "NO PARKING" signs along the Project site's street frontage of Ventura Boulevard to the satisfaction of the Traffic Engineer.

Resolution No. 2019-11
PZ 18-500-11 (SUP)
March 21, 2019

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Oxnard
on this 21st day of March, 2019.



Vincent Stewart, Chair

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held on the 21st day of March, 2019, and carried by the following vote:

AYES: Commissioner(s): Huber, Sanchez, Fuhring, Chua, Vice Chair Dozier,
Chair Stewart

NOES: Commissioner(s):

ABSENT: Commissioner(s):

ABSTAIN: Commissioner(s):

ATTEST:



Kathleen Mallory, AICP, Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 18-500-11 (SPECIAL USE PERMIT) TO CONSTRUCT A DOG BOARDING FACILITY WITH OUTSIDE KENNEL FACILITIES, PLAY AREAS, CARETAKER RESIDENCE, AND ASSOCIATED ON-SITE IMPROVEMENTS ON A .89 ACRE SITE LOCATED AT 481 AND 491 VENTURA BOULEVARD, SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY JEFF ZOOK, ON BEHALF OF NANCY BARNA, PROPERTY OWNER, 505 SOUTH A STREET #200, OXNARD, CA 93030.

WHEREAS, on July 24, 2018, Jeff Zook, (the “**Applicant**”), submitted a request to construct a canine resort with outdoor play areas and associated on-site improvements; and

WHEREAS, on March 21, 2019, the Planning Commission of the City of Oxnard (“**Planning Commission**”) conducted a duly noticed public hearing to consider Applicant’s request to recommend approval of Planning and Zoning Permit No. 18-500-11 (Special Use Permit) (the “**Project**”) in accordance with Section 16-530 through 16-553 of the Oxnard City Code; and

WHEREAS, on May 7, 2019 the City Council of the City of Oxnard (“**City Council**”) carefully reviewed the Planning Commission action recommending approval thereof, subject to certain conditions, and the staff report for the subject matter, and

WHEREAS, on May 7, 2019 the City Council conducted a duly noticed public hearing to consider the Applicant’s request to approve Planning and Zoning Permit No. 18-500-11 (Special Use Permit), to demolish three existing residences and construct a two story 7,059 square-foot building on a .89 acre site (the “**Project**”) in accordance with Section 16-530 through 16-553 of the Oxnard City Code, and

WHEREAS, the Planning and Environmental Services Division has completed a preliminary environmental assessment of the Project in accordance with the California Environmental Quality Act (CEQA) and determined that the Project is subject to a Class 32 Categorical Exemption.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OXNARD:

SECTION 1. Based on the entire record before the City Council and all written and oral evidence presented, including the City Council Staff Report and all attachments thereto, the City Council finds:

- (1) **The proposed use is in conformance with the City of Oxnard Land Use Plan and the elements thereof and other adopted standards.**

The proposed use is consistent with the 2030 General Plan, and the elements thereof and other adopted standards, as discussed in Section 6(b) of the Planning Commission Staff Report.

- (2) **The proposed use will not adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare.**

The Project is designed to be architecturally compatible with the surrounding area and will enhance and improve the existing conditions of the parcel. Care has been taken to mitigate the possibility of nuisance noise through architectural design, walls and the operations of the business as reviewed by the Development Advisory Committee.

- (3) **The site for the proposed use is adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping and all items required by the conditions of approval.**

The Project meets all applicable development standards except for the proposed modifications requested for the landscape planter and the loading zone which can be considered by the City Council per Section 16-271(B) of the OCC discussed in greater detail in Section 6(c) of the Planning Commission Staff Report.

- (4) **The site for the proposed use will be served by highways adequate in width and improved as necessary to carry the kind and quantity of traffic such use will generate.**

The Project will be adequately served by all existing infrastructure as reviewed at the Development Advisory Committee meeting and will generate minimal impact of traffic on streets and highways as determined by the City Traffic Engineer.

- (5) **The site for the proposed use will be provided with adequate sewerage, water, fire protection and storm drainage facilities.**

The project site was annexed into the Calleguas Municipal Water District. The property will be served by existing sewer connections. In accordance with the Stormwater Quality Conditions of this Resolution, the Project's design will comply with stormwater control measures as required by the Los Angeles Regional Water Quality Control Board's municipal separate storm sewer system ("MS4") permit.

SECTION 2. In accordance with CEQA Guidelines, §15332, the project qualifies as a Class 32 categorical exemption (Infill Development). This section pertains to infill development within urbanized areas subject to specific conditions. The Planning and Environmental Services Division is hereby authorized and directed to file a Notice of Exemption with the Ventura County Clerk

pursuant to Section 15602 of the State CEQA Guidelines within five (5) working days of passage, approval and adoption of this Resolution.

SECTION 3. Based on the findings set forth herein, the City Council hereby approves Planning and Zoning Permit 18-500-11 (Special Use Permit), subject to the attached conditions of approval.

SECTION 4. The Secretary shall certify the adoption of this Resolution.

STANDARD CONDITIONS OF APPROVAL FOR LAND USE PERMITS

Note: The abbreviations below identify the City department or division responsible for determining compliance with these standard conditions. The first department or division listed has responsibility for compliance at plan check, the second during inspection and the third at final inspection, prior to issuance of a certificate of occupancy, or at a later date, as specified in the condition. If more than one department or division is listed, the first will check the plans or inspect the project before the second confirms compliance with the condition. The italicized code at the end of each condition provides internal information on the source of each condition: Some are standard permit conditions (e.g. *G-I*) while some are taken from environmental documents (e.g. *MND-S2*).

DEPARTMENTS AND DIVISIONS			
CA	City Attorney	PL	Planning Division
DS	Dev Services/Eng Dev/Inspectors	TR	Traffic Division
PD	Police Department	B	Building Plan Checker
SC	Source Control	FD	Fire Department
PK	Landscape Design	CE	Code Compliance

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL).
2. This permit is granted for the plans dated February 25, 2019, (the “**Plans**”) on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning and Environmental Services Manager (“Planning Manager”) or a major modification to the plans is approved by the Planning Commission. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A major modification shall be required for substantial changes or increases in such items. (PL)
3. This permit shall automatically become null and void 36 months from the date of its issuance, unless Developer has diligently developed the proposed project, as shown by the issuance of a grading, foundation, or building permit and the construction of substantial improvements. (PL)

4. All required off-site and on-site improvements for the project, including structures, paving, and landscaping, shall be completed prior to occupancy unless the Development Services Manager allows Developer to provide security or an executed agreement approved by the City Attorney to ensure completion of such improvements. (DS)
5. By commencing any activity related to the project or using any structure authorized by this permit, Developer accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein. (CA)
6. Any covenants, conditions, and restrictions (CC&Rs) applicable to the project property shall be consistent with the terms of this permit and the City Code. If there is a conflict between the CC&Rs and the City Code or this permit, the City Code or this permit shall prevail. (CA)
7. Developer shall complete the "Notice of Land Use Restrictions and Conditions" form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, the Developer shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL)
8. Before placing or constructing any signs on the project property, the Developer shall obtain a sign permit from the City. Except as provided in the sign permit, Developer may not change any signs on the project property. (PL/B)
9. Developer shall obtain a building permit for any new construction or modifications to structures, including interior modifications, authorized by this permit. (B)
10. Developer shall not permit any combustible refuse or other flammable materials to be burned on the project property. (FD)
11. Developer shall not permit any materials classified as flammable, combustible, radioactive, carcinogenic or otherwise potentially hazardous to human health to be handled, stored or used on the project property, except as provided in a permit issued by the Fire Chief. (FD)
12. If Developer, owner or tenant fails to comply with any of the conditions of this permit, the Developer, owner or tenant shall be subject to a civil fine pursuant to the City Code. (CA)

LANDSCAPE STANDARD CONDITIONS

13. Prior to submittal of landscape and irrigation plans, Developer shall obtain approval of the Planning Manager or designee of a plan showing on the project property all existing trees and identifying the trees to be saved, transplanted or removed. (PK, *PK-1*)
14. Prior to issuance of building permits or the proposed use is initiated, whichever comes first, Developer shall submit two copies of landscape and irrigation plans, along with the appropriate permit application and fees, to the Development Services Division and obtain approval of such plans. (PK/DS, *PK-2*)

15. Prior to issuance of a certificate of occupancy, the Developer shall install landscape and automatic irrigation systems that have been approved by Parks and Facilities Superintendent. (PK, PK-3)
16. Developer shall properly maintain landscape planting and all irrigation systems as required by the City Code and as specified by this permit. Failure of the Developer to do so may result in the revocation of this permit and initiation of legal proceedings against Developer to ensure compliance (PK, PK-4)
17. Prior to the issuance of a certificate of occupancy, the Developer shall provide a watering schedule to the building owner or manager and to Planning Division or designee. The irrigation system shall include automatic rain shut-off devices, or instructions on how to override the irrigation system during rainy periods. (PK, PK-5)
18. All trees planted or placed on the property by the Developer shall be at least 36-inch-box size. All shrubs and vines shall be at least five-gallon size, except as otherwise specified by this permit. (PK, PK-6)
19. Developer shall install an irrigation system that includes a water sensor shut off device as a water conservation measure. (PK, PK-22)
20. At time of submittal to the Building and Engineering Division for plan check, Developer's Landscape Architect or Architect shall provide the City with written confirmation that they have reviewed the civil engineering construction drawings and that the NPDES requirements are not in conflict with meeting the City's landscape requirements. (PK, PK-23)
21. Developer shall include a note on the Landscape Plans submitted to the Building and Engineering Division for a building permit that "all landscaping and irrigation comply with Ordinance No. 2822, which adopted the City of Oxnard Landscape Water Conservation Standards, and applicable water conservation requirements of the State of California". (PK, PK-24)

FIRE DEPARTMENT STANDARD CONDITIONS

22. Developer shall construct all vehicle access driveways on the project property to be at least 26 feet wide, exclusive of shoulders. Developer shall mark curbs adjacent to designated fire lanes in parking lots to prohibit stopping and parking in the fire lanes. Developer shall mark all designated fire lanes in accordance with the California Vehicle Code. (FD/B, F-1)
23. All roof covering materials on the project property shall be of non-combustible or fire retardant materials approved by the Fire Chief and in compliance with the City Code. (FD, F-2)
24. Before the City issues building permits, the Developer shall obtain the Fire Chief's approval of a plan to ensure fire equipment access and the availability of water for fire combat

operations to all areas of the project property. The Fire Chief shall determine whether or not the plan provides adequate fire protection. (FD/DS, F-3)

25. At Developer's expense, Developer shall obtain two certified fire flow tests for the project property. The first test shall be completed before City approval of building plans and the second shall be completed after construction and prior to the issuance of a certificate of occupancy. A mechanical, civil, or fire protection engineer must certify the tests. Developer shall obtain permits for the tests from the Engineering Division. Developer shall send the results of the tests to the Fire Chief and the City Engineer. (FD/DS, F-4)
26. All structures on the project property shall conform to the minimum standards prescribed in Title 19 of the California Code of Regulations. (FD, F-5)
27. The project shall meet the minimum requirements of the "Fire Protection Planning Guide" published by the Fire Department. (FD, F-6)
28. At all times during construction, the Developer shall maintain paved surfaces capable of handling loads of 76,000 pounds which will provide access for firefighting apparatus to all parts of the project property. (FD/DS, F-7)
29. Developer shall identify all hydrants, standpipes and other fire protection equipment on the project property as required by the Fire Chief. (FD, F-8)
30. Developer shall provide central station monitoring of the fire sprinkler system and all control valves. (FD, F-10)
31. The turning radius of all project property driveways and turnaround areas used for emergency access shall be approved by the City Traffic Engineering Department. (FD, F-11)
32. Developer shall provide automatic fire sprinklers as required by the City Code and shall contact the Fire Chief to ascertain the location of all connections. This will be a separate submittal. (FD, F-12)
33. Developer shall install in each structure in the project a detection/alarm system with a central station monitor that will automatically notify the Fire Department in the event of a fire in the structure. The alarm system shall include a UL or State Fire Marshal approved device, which shall not exceed design specifications, that reports water flow monitoring and allows the central station monitor to inform the Fire Department. (FD, F-13)
34. Developer shall comply with Certified Unified Program Agency (CUPA) requirements regarding the storage, handling and generation of hazardous materials or waste. Prior to the issuance of building permits, Developer shall contact the CUPA division of the Fire Department to ensure that such requirements are followed. (FD, F-16)

FIRE DEPARTMENT SPECIAL CONDITIONS

35. All emergency egress/Fire Department access windows or doors that serve any room that can be utilized for sleeping shall have access to a public right-of-way without re-entering the structure.
36. Areas designated by the Fire Marshal as Fire Lanes shall be identified by a red curb and signage per the California Department of Motor Vehicles.
37. Before the city issues a certificate of occupancy, the developer shall install a Knox key vault at a location to be determined by the Fire Department.
38. The carports and trash enclosures shall have fire sprinklers.
39. All landscaped areas on the property will coordinate with the fire protection features so as to prevent access problems to fire protection features.

POLICE DEPARTMENT CONDITIONS

40. The project must comply with the Outdoor Lighting Code & Guideline:
 - a. Outdoor lighting shall comply with Title 24, Part 6, of the California Code of Regulations: California's Energy Efficiency Standards for Residential and Nonresidential Buildings.
 - b. All outdoor lighting shall be flat lens, full cut-off fixtures with the light source fully shielded with the exception of:
 - i. Luminaires with a maximum output of 260 lumens per fixture, regardless of number of bulbs (equal to one 20-watt incandescent light), may be left unshielded provided the fixture has an opaque top to keep light from shining directly up.
 - ii. Luminaires that have a maximum output of 1,000 lumens per fixture, regardless of number of bulbs (equal to one 60-watt incandescent light) may be partially shielded provided the bulb is not visible, and the fixture has an opaque top keep light from shining directly up.
 - c. Oxnard City Code 16-320: Lighting within physical limits of the area required to be lighted shall not exceed seven foot-candles, nor be less than one foot-candle at any point. A light source shall not shine upon, or illuminate directly any surface other than the area required to be lighted. No lighting shall be of a type or in a location that constitutes a hazard to vehicular traffic, either on private property or on the abutting streets. The height of light standards shall not exceed 26 feet. To prevent damage from automobiles, standards shall be mounted on reinforced concrete pedestals or otherwise protected.
41. Lighting instruments shall be metal halide, LED or similar in nature and spectrum (3,000K to 20,000K Correlated Color Temperature).
42. Exterior lighting of the site including parking areas shall be between 1 and 7-foot candles and shall be in harmony with existing adjacent lighting scheme.
43. Lighting instruments shall be installed so that light does not directly illuminate property outside the project site. Instruments shall not create glare for motorists or pedestrians.

44. Landscape elements shall be arranged to provide clear lines of sight and eliminate potential places of concealment.
45. Parking areas shall be illuminated dusk to dawn.
46. Outdoor lighting shall be active at all times the public has access to the property. However, when the property is closed to the public, the staff of the facility may determine the best combination of exterior lighting that serves the safety staff and nighttime operation of security cameras.
47. Security camera system shall be installed and shall meet current industry standards and be capable of documenting activities that would be presentable in a court of law as evidence. Below are the current minimum standards for security camera systems:
 - a. Cameras and supporting equipment shall supply digital color images under normal lighting conditions. Greyscale images are expected for infra-red lighting.
 - b. Cameras shall be made by a reputable manufacturer and maintained to current industry standards.
 - c. Cameras shall have low light capability and able to identify persons on the property.
 - d. The video system shall utilize a Digital Video Recorder (DVR). VHS and other formats are prohibited.
 - e. The video system shall allow recording, live viewing and playback of recorded video for a period of at least 30 days.
 - f. Recorded images shall bear a date and time stamp that cannot be altered.
 - g. Signage shall be posted near the primary public entrance which states in 2" letters: "Security Cameras in Use".
 - h. Prior to installation of a security camera system the applicant shall submit a plan at the time of plan check showing location of cameras and the scope of their capture area. The plan shall include a list of components.
 - i. Cameras in domed casings are highly encouraged as their area of focus is not easily determined by a casual observer.
 - j. A camera shall be placed inside the public reception area to capture images of the upper body and faces of persons entering the business.
 - k. A camera shall be installed to capture images of vehicles and vehicle license plates as they enter the site.
 - l. A height strip shall be installed on the interior of the main door frame to the business.
 - m. Sufficient cameras with night vision capabilities shall be mounted to monitor exterior areas.
 - n. The security camera system shall be maintained in good working order at all times.
48. A security alarm system is required and shall be compliant with Oxnard City Code 11-95 through 11-100. Motion detection burglary or intrusion alarm systems shall utilize "Dual Technology" sensors capable of differentiating between human movement and non-human movement.
49. For the safety of the animals maintained at this facility, the facility shall be staffed 24-hours daily.

50. Dogs that bark excessively shall be managed in a prompt manner. Should the dog or dogs not be responsive to initial attempts to quieting, it/they shall be placed in an interior setting in order to avoid disturbing neighbors.
51. Controlled substances shall not be stored at the facility.
52. The business shall not offer for sale any products designed for cock-fighting.
53. A sign shall be posted in the public reception area that states: "Any complaint about this facility may be made to the City of Oxnard Pound Master at 805-385-7640."

PLANNING DIVISION STANDARD CONDITIONS

54. Plans submitted by Developer with building permit applications shall show on the building elevation sheets all exterior building materials and colors, including product and finish manufacturer name, color name and number, and surface finish type (such as: stucco with sand finish, plaster with smooth finish) to be used in construction. (PL/B, PL-1)
55. Any application for a minor modification requires a minor modification permit and payment of applicable processing fees. (PL, PL-2)
56. Before the City issues building permits, the Developer shall include a reproduction of all conditions of this permit as adopted by resolution of the Planning Commission and/or the City Council in all sets of construction documents and specifications for the project. (PL, PL-3)
57. Before the City issues building permits, the Developer shall provide to the Planning Division Manager color photographic reductions (8 1/2" by 11") of full-size colored elevations and any other colored exhibit approved by the Planning Commission. Developer may retain the full-size colored elevations after the reductions are so provided. (PL, PL-4)
58. Developer may not modify any use approved by this permit unless the Planning Division Manager determines that Developer has provided the parking required by the City Code for the modified use. (PL, PL-7)
59. During the plan check review process, the Developer shall provide a lighting plan that provides design details (light standards, bollards, wall mounted packs, etc.) and illumination site information within alleyways, pathways, streetscapes, and open spaces proposed throughout the development. An electrical engineer or architect shall prepare the site lighting plan demonstrating that adequate lighting ranges will be provided throughout the development without creating light spillover, light pollution, or conflicts with surrounding factors such as tree locations, off-site or adjacent lighting. (PL)
60. Prior to issuance of building permits, the Developer shall demonstrate that light standards illustrated on conceptual lighting plan do not conflict with tree locations. Developer shall submit a plan showing both the lighting and landscape on the same sheet.

61. Developer shall recess or conceal under-canopy lighting elements so as not to be directly visible from a public street. Developer shall submit a lighting plan showing standard heights and light materials for design review and approval of the Planning Division Manager. (PL/B, PL-8)
62. Developer shall provide for dust control at all times during project property preparation and construction activities. (B/DS, PL-13)
63. Developer agrees to participate in a water conservation program that includes refitting water fixtures existing on the project property with water conserving devices within residences or businesses in the City's water service area, if such a program is in effect when building permits are issued for this project. Among the requirements of such a program might be refitting existing toilets, faucets, shower heads, landscaping irrigation or other fixtures and items that consume water within the structure. (PL, PL-14)
64. Because of water limitations placed upon the City by its water providers, approval of this permit does not guarantee that the City will issue building permits. Issuance of building permits may be delayed as a result of implementation of a water conservation or allocation plan. (PL, PL-15)
65. Prior to issuance of building permits, the Developer shall pay a document imaging fee for the planning files in an amount calculated by planning staff at the time of building permit review based on fees then in effect. (PL/B, PL-16).
66. Developer shall recess or screen roof heating and cooling systems and other exterior mechanical equipment from adjoining property and public streets, as required by this permit. Plumbing vents, ducts and other appurtenances protruding from the roof of structures shall be placed so that they will not be visible from the front of the property or other major public vantage points. Developer shall include a note on the construction plumbing drawings of exterior elevations to indicate to contractors that roof features shall be grouped and located in the described manner. Roof vents shall be shown on construction drawings and painted to match roof material color. (PL/B, PL-41)
67. Exterior utility meter panels shall be located to take advantage of screening (e.g. landscaping or other building elements) so as not to be visible from public right-of-ways, to the maximum extent feasible. (PL, PL-43)
68. Prior to issuance of a certificate of occupancy, Developer shall remove all construction materials and vehicles from the subject property. (PL/B, PL-47)

PLANNING DIVISION SPECIAL CONDITIONS

69. At the time of Plan Check submittal, the landscape plans shall contain an exhibit titled "Tree Tabulation Chart". The Tree Tabulation Chart shall contain a listing of all existing trees on site and shall refer to them by number as identified in the Arborist's Tree Report. The Tree Tabulation Chart shall clearly list all trees to remain, be removed or transplanted. The Chart shall contain the Arborist's economic appraisal value of each tree(s) removed as well as

computations and calculations showing how the value of the removed tree(s) was put back into new tree sizes for the project that are in addition to meeting the City's minimum tree size of 24" box (anticipated to be \$7,910). (PL)

70. Developer shall install toilets that have automatic flush sensors in all restrooms. Such toilets shall be included on the plans submitted for a building permit and shall be maintained in working order at all times. (PL)
71. Developer shall install individual mirrors above each sink in a public restroom to the satisfaction of the Planning Division Manager. The details of such mirrors shall be approved prior to issuance of a building permit. Developer shall remove graffiti from the mirrors or replace the mirrors within 24 hours of graffiti appearance. (PL)
72. Developer shall remove any and all graffiti from the project premises, including but not limited to graffiti within the building, such as in restrooms or fitting rooms, within 24 hours of its appearance. The surface of such affected areas shall be matched to blend in with the underlying colors and/or design, and shall not look like a paint patch. (PL)
73. Before the City issues building permits, the Developer shall provide a Graffiti Deterrent Plan, subject to approval of the Planning Division Manager. Such plan shall include such elements as clear film on windows and/or mirrors, as well as washable paint and sealers on the building and perimeter walls. (PL)
74. Developer shall ensure that all construction equipment is maintained and tuned to recommended manufacturer's specifications. (MND, C-1)
75. At all times during construction activities, the Developer shall minimize the area disturbed by clearing, grading, earth moving, or excavation operations to prevent excessive amounts of dust. (MND, C-2)
76. During construction, the Developer shall water the area to be graded or excavated prior to commencement of grading or excavation operations. Such application of water shall be at least twice per day and shall penetrate sufficiently to minimize fugitive dust during grading activities. (MND, C-3)
77. During construction, the Developer shall control dust by the following activities:
 - a. All trucks hauling graded or excavated material offsite shall be required to cover their loads as required by California Vehicle Code §23114, with special attention to Sections 23114(b)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads.
 - b. All graded and excavated material, exposed soils areas, and active portions of the construction site, including unpaved onsite roadways, shall be treated to prevent fugitive dust. Treatment shall include, but not necessarily be limited to, periodic watering, application of environmentally-safe soil stabilization materials, and/or roll-compaction as appropriate. Watering shall be done as often as necessary and reclaimed water shall be used whenever possible. (MND, C-4)

78. During construction, the Developer shall post and maintain onsite signs, in highly visible areas, restricting all vehicular traffic to 15 miles per hour or less. (MND, C-5)
79. During periods of high winds (i.e. wind speed sufficient to cause fugitive dust to impact adjacent properties), Developer shall cease all clearing, grading, earth moving, and excavation operations to prevent fugitive dust from being a nuisance or creating a hazard, either onsite or offsite. (MND, C-6)
80. The Permittee shall comply with the provisions of applicable VCAPCD Rules and Regulations, which include but are not limited to, Rule 50 (Opacity), Rule 51 (Nuisance), Rule 55 (Fugitive Dust), and Rule 55.1 (Removal of Visible Roadway Accumulations). ((MND, C-7)
81. Prior to issuance of demolition permits for any structure on the site, the Developer shall provide evidence of notification to the Air Pollution Control District of such demolition. Demolition and/or renovation activities shall be conducted in compliance with APDC regularities regarding Asbestos (Rule 63.7). (MND, C-8)
82. Developer shall mitigate air quality emissions associated with development of the subject site through a contribution to the City's Transportation Demand Management (TDM) program. Such fee shall be calculated at the time of building permit issuance in accordance with the Ventura County Air Quality Assessment Guidelines, as amended. Such fee shall be collected in full prior to building permit issuance. (MND, C-9)
83. Prior to grading permit approval, the Developer shall include on the grading plans a reproduction of all conditions of this permit pertaining to dust control requirements. (PL)
84. A maximum of 5 employees shall be permitted during any one shift (PL).
85. A maximum of 100 dogs shall be kept at the project site during daytime hours (7:00 a.m. – 7:00 p.m.). A maximum of 50 dogs at any one time will be allowed to be outside during outdoor play time. A maximum of 75 dogs shall be kept at the project site during evening hours (7:00 p.m. – 7:00 a.m.) (PL). No dogs will be kept outside after 7:00 p.m.
86. An 11' x 20' loading and unloading zone is permitted on the project site. It is understood that smaller box trucks or cargo vans will deliver to the site.
87. Dog waste shall be promptly removed in the outdoor play areas. (PL)
88. Outdoor storage of any supplies or equipment of any kind is prohibited.
89. The Applicant shall provide the existing tenants on the site with a minimum of 90 day notice to vacate.
90. The existing and new block wall as called out in notes 1 and 1A of the approved plans must be treated in texture, finish, and color to complement the design of the building. Finish/color/textures shall be approved by the Planning Manager.

91. The site must be maintained clean of trash, litter, and debris at all times.
92. Other than directional signs to direct traffic in the parking lot all signs are subject to a separate sign permit with the Planning Division.
93. The caretaker unit on the second floor mezzanine shall be only available to caretakers of Doggin Around to care for the overnight dogs and cannot be rented as an Accessory Dwelling Unit.
94. The landscape planter abutting the driveway that is perpendicular to Cortez Street shall have a width of 10 feet. The site plan and landscaping plan submitted for plan check must reflect this width.
95. A sign not to exceed 11" x 17" in area and reading: "Any questions or concerns about this facility can be directed to Doggin Around Manager by calling 805-223-3630" must be posted on the building or the redwood fence visible to the public.

ENVIRONMENTAL RESOURCES DIVISION

96. To ensure that solid waste generated by the project is diverted from the landfill and reduced, reused or recycled, Developer shall complete and submit a "City of Oxnard C&D Environmental Resources Management & Recycling Plan" ("Plan") to the City for review and approval. The Plan shall provide that at least 50% of the waste generated on the project be diverted from the landfill. The Plan shall include the entire project area, even if tenants are pursuing or will pursue independent programs. The Plan shall be submitted to and approved by the Environmental Resources Division prior to issuance of a building permit. The Plan shall include the following information: material type to be recycled, reused, salvaged or disposed; estimated quantities to be processed; management method used; destination of material including the hauler name and facility location. Developer shall use the Plan form.
97. Developer shall follow the approved "City of Oxnard C&D Environmental Resources Management & Recycling Plan" and provide for the collection, recycling, and/or reuse of materials (i.e., concrete, wood, metal, cardboard, green waste, etc.) and document results during construction and/or demolition of the proposed project. After completion of demolition and/or construction, the Developer shall complete and submit the "City of Oxnard C&D Environmental Resources Management & Recycling Report For Work Completed" ("Work Completed Report") and provide legible copies of weight tickets, receipts, or invoices for materials sent to disposal or reuse/recycling facilities. For other discarded or salvaged materials, the Developer shall provide documentation, on the disposal facility's letterhead, identifying where the materials were taken, type of materials, and tons or cubic yards disposed, recycled or reused, and the project generating the discarded materials. Developer shall submit and obtain approval of the Work Completed Report prior to issuance of a certificate of occupancy.

98. Developer shall arrange for materials collection during construction, demolition, and occupancy with the City's Environmental Resources Division or Developer shall arrange for self-hauling. Regardless of hauling methods, all materials collected must be conveyed to the Del Norte Regional Recycling and Transfer Station.
99. Developer shall make provisions to divert at least 50% of the waste material generated during occupancy through source reduction, recycling, reuse, and green waste programs. Developer shall complete and submit a "City of Oxnard C&D Environmental Resources Management & Recycling Occupancy Plan" ("Occupancy Plan") to the City's Environmental Resources Division. An Occupancy Plan must be submitted and approved prior to issuance of a certificate of occupancy. An Occupancy Plan must be submitted and approved prior to issuance of a certificate of occupancy. A "City of Oxnard C&D Environmental Resources Management and Recycling Occupancy Report" shall be submitted to the Environmental Resources Division annually for approval on the anniversary date of the certificate of occupancy or at any such time that the facility's operational functions change significantly.
100. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a manner approved by the City Engineer.

DEVELOPMENT SERVICES DIVISION STANDARD CONDITIONS

101. Developer shall pay plan check and processing fees in effect at the time of construction plan submittal and shall pay development fees, encroachment permit fees, and other applicable fees in effect at permit issuance. (DS-1)
102. Developer's Engineer shall design parking lot structural sections based on an analysis of the soils R-value and a traffic index (T.I.) approved by the City Engineer. The minimum structural section for parking lots is two inches of asphalt on four inches of base material. Developer shall indicate the proposed structural section and design T.I. on the site improvement plans. (DS-2)
103. Developer shall have the site improvement plans prepared using standard Development Services Division format(s) by a civil engineer licensed in the State of California. The plans shall incorporate recommendations from soil engineering and geology reports. Prior to issuance of a grading permit, improvement plans must be approved by the City Engineer and ink-on-mylar plans filed with the Development Services Division. (DS-3)
104. Developer shall submit improvement plans and drainage calculations demonstrating that storm drain runoff from the project property and all upstream areas will be safely conveyed to an approved drainage facility. The design and conveyance route shall be compatible with the City's Master Plan of Drainage and shall be approved by the City Engineer prior to approval of improvement plans. (DS-4)
105. Developer shall protect building pads from inundation during a 1% chance (100-year) storm. (DS-5)

106. Before connecting the project to existing sewer and water service laterals, Developer shall inspect (pothole or video) existing lateral(s) and arrange for City staff to view inspection results. Developer shall make repairs to such facilities as determined necessary by City staff. Developer shall bring all existing water services into compliance with current City standards including removal of unused water or sewer laterals by disconnection at the main. (DS-7)
107. Curb cut widths and design shall conform to City ordinances, standards, and policies in effect at the time City issues an encroachment permit. (DS-9)
108. Developer's site improvement plans shall include an on-site sewer plan. (DS-10)
109. Developer shall provide fire hydrants such that all points of all structures are within one hundred fifty (150) feet of a fire hydrant, or as otherwise approved by the Fire Department. Fire hydrant line improvements shall be designed in accordance with City standards and shown on the civil site improvement plans prior to issuance of a site improvement/grading permit. Developer shall provide the City with an easement over onsite waterlines using standard City format. (DS-11)
110. Developer shall install on-site and off-site electric, cable, telephone and similar utility service laterals underground in accordance with City ordinances in effect at the time City issues a building permit. Services shall be installed underground to the nearest suitable riser pole as determined by the appropriate utility service provider. (DS-12)
111. Developer shall enter into an agreement, approved as to form by the City Attorney, to install and construct all public improvements required by this permit and by the City Code. Developer shall post security satisfactory to the Finance Director, guaranteeing the installation and construction of all required improvements within the time period specified in the agreement or any approved time extension. (DS-14)
112. A California licensed civil engineer shall prepare the public improvement plans and documents for this project in accordance with City standards and shall submit all such plans to the City Engineer. Submittal shall include, but not necessarily be limited to, grading, street, drainage, sewer, water and other appurtenant improvement plans, construction cost estimates, soils reports, and all pertinent engineering design calculations. City will not approve a parcel map or final map nor issue a grading, site improvement or building permit until the City Engineer has approved all improvement plans. (DS-15)
113. Prior to issuance of a site improvement permit, Developer shall provide to the Development Services Division a compact Disc (CD) containing digital copies of all project maps, address map, and/or civil improvements drawings in DWG format. Prior to improvement bond release, Developer shall provide an updated CD containing all changes that occur during construction. (DS-16)
114. Developer shall process permanent master planned improvements that are eligible for reimbursement in accordance with City policies, resolutions, and ordinances in effect at the time of recordation of the final map or parcel map or if there is no map, then at the time of public improvement plan approval. (DS-17)

115. Developer shall provide all necessary easements for streets, highways, alleys, sidewalks, parkways, landscaping, utilities, drainage facilities, or other improvements as required by City. If such easements cannot be obtained from the property owner by negotiation, City may acquire them at the expense of Developer by exercise of the power of eminent domain. Developer shall bear all costs of eminent domain proceedings, including appraisal, acquisition, attorney's fees, and court costs. Before City issues a site improvement permit, Developer shall dedicate all required easements to City. (DS-19)
116. Developer shall remove graffiti from the project, including graffiti on offsite public infrastructure under construction by Developer, within 24 hours of its appearance. If Developer fails to remove graffiti in accordance with this condition, the City may at the discretion of the Development Services Manager issue a stop work order until such time as the graffiti is removed. (DS-20)
117. The conditions of this resolution shall prevail over all omissions, conflicting notations, specifications, dimensions, typical sections, and the like, that may or may not be shown on the improvement plans. (DS-21)
118. Developer shall pay the cost of all inspections of on-site and off-site improvements. (DS-22)
119. Developer shall be responsible for all project-related actions of Developer's employees, contractors, subcontractors, and agents until City accepts the improvements. (DS-23)
120. Prior to beginning construction, Developer shall designate in writing an authorized agent who shall have complete authority to represent and to act for Developer. The authorized agent shall be present at the work site whenever work is in progress. Developer or the authorized agent shall make arrangements acceptable to City for any emergency work. When City gives orders to the authorized agent to do work required for the convenience and safety of the general public because of inclement weather or any other cause, and the orders are not immediately acted upon by the authorized agent, City may do or have such work done by others at Developer's expense. (DS-24)
121. "Standard Specifications for Public Works Construction" latest edition (including modifications thereto by City) and applicable City Standard Plates and Design Criteria shall be the project specifications, except as noted otherwise on the approved improvement plans. City reserves the right to upgrade, add to, or revise these specifications and plans and all other City ordinances, policies, and standards. If the improvements required of this project are not completed within 12 months from the date of City's approval of the improvement plans, the Developer shall comply with and conform to any and all upgraded, additional or revised specifications, plans, ordinances, policies and standards. (DS-27)
122. Developer shall retain a California licensed Civil Engineer to ensure that the construction work conforms to the approved improvement plans and specifications and to provide certified "as-built" plans after project completion. Developer's submittal of certified "as-built" plans is a condition of City's final acceptance of the project and release of any associated security. (DS-29)

123. All grading shall conform to City's standard grading notes, City Code, and recommendations of Developer's soils engineer as approved by the City Engineer. (DS-30)
124. Developer shall design all slopes steeper than 5 (horizontal) to 1 (vertical) with a minimum 18 inch wide level area (at both top and bottom of slope) where it adjoins a wall, fence, sidewalk, trail, curb or similar improvement. (DS-32)
125. Prior to issuance of a site improvement permit, the Developer shall provide to the City Engineer easements or written consent (as determined appropriate by the Development Services Director) from all affected landowners for any diversion of historical flows or change in drainage conditions caused by the project. (DS-36)
126. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a manner approved by the City Engineer. (DS-38)
127. Developer shall install water mains, fire hydrants and water services in conformance with City standard plates, design criteria and specifications as directed by the City Engineer. (DS-41)
128. Developer shall install City approved backflow prevention devices for water connections if so ordered by the City Engineer. (DS-45)
129. Developer shall dedicate and improve to City standards all sidewalks, parkways, streets, alleys, utilities and street appurtenances as directed by the Development Services Director. City will name all streets in accordance with adopted City guidelines. (DS-49)
130. Street and road improvements shall conform to City standard plates, design criteria and policies. Improvements shall include upgrading of existing pavement along the project frontage to City standards by removing and replacing or overlaying, as directed by the City Engineer. (DS-51)
131. Developer shall improve all streets, alleys, sidewalks, curbs, and gutters adjacent to the project in accordance with City standards, as necessary to provide safe vertical and horizontal transitions. (DS-52)
132. Developer shall provide soils reports, "R" value tests, and compaction tests for all streets. Determination of the actual structural sections shall be based on City's design procedure, "R" value tests of in-place soils, and approved traffic indices. (DS-53)
133. Developer shall submit a landscape irrigation plan prepared by a licensed professional, showing proper water meter size, backflow prevention devices, and cross-connection control. (DS-59)
134. Developer shall be responsible for and bear the cost of replacement of all existing survey monumentation (e.g., property corners) disturbed or destroyed during construction, and shall file appropriate records with the Ventura County Surveyor's Office. (DS-64)

135. Developer shall construct a concrete apron along the length of the trash enclosure opening that extends a minimum of 15 feet from the face of the enclosure. (DS-69)
136. Developer shall ensure adequate vehicle line of sight distance exists to safely exit the property. (TR-71)
137. Developer shall install bike racks in accordance with City standards at locations approved in the Plans. (TR-73)

STORMWATER QUALITY CONDITIONS

138. Developer shall design project to minimize degradation of stormwater quality by complying with the applicable sections of the Los Angeles Regional Water Quality Control Board's municipal separate storm sewer system ("MS4") permit (Order R4-2010-0108 including all revisions) for new development and redevelopment projects. Developer shall submit stormwater quality calculations and associated construction plans demonstrating compliance with the MS4 permit. Calculations shall generally be organized to follow the steps outlined in Chapter 2 of the 2011 Technical Guidance Manual for Stormwater Control Measures ("2011 TGM"). (DS-78)
139. Developer shall construct single-bin trash enclosures with a solid non-combustible roof (8-foot minimum clearance) that prevents stormwater from entering the refuse bin. Developer shall construct all other components of the trash enclosure in accordance with the approved City Standard Plan on file with the Development Services Division. Developer shall finish the trash enclosure to match the major design elements of the main structure subject to approval by the Planning Division. The location and configuration of the enclosure shall be approved by the Environmental Resources Division. All site refuse bins shall be stored in an approved enclosure. No objects other than refuse bins may be stored in the enclosure without the written permission of the Environmental Resources Division. (DS-79)
140. Developer's stormwater quality calculations shall include site specific analysis and recommendations from a geotechnical engineer, and if applicable, a landscape architect for design and implementation of stormwater treatment and infiltration devices. Geotechnical Engineering analysis and recommendations shall include, but not necessarily be limited to, determination of site specific soil infiltration rates, depth to permeable soil layers, methods to reach permeable soil layers, appropriate compaction rates, recommendations to enhance infiltration, and other requirements of the 2011 TGM. Landscape architectural recommendations shall include, but not necessarily be limited to, suggestions regarding appropriate vegetation and soil amendments for vegetated infiltration devices. Project plans shall implement approved design recommendations. (DS-81)
141. Using forms provided by the Development Services Division, the Developer shall submit a stormwater quality control measures maintenance and operations plan ("the Plan") for this project. If the BMPs implemented with this project include proprietary products that require regular replacement and/or cleaning, Developer shall provide proof of a contract with an entity qualified to provide such periodic maintenance. The property owner is responsible for

the long-term maintenance and operation of all BMPs included in the project design. Upon request by the City, property owner shall provide written proof of ongoing BMP maintenance operations. No grading or building permit shall be issued until the Development Services Manager approves the Plan and Developer provides an executed copy of the City's stormwater covenant with the Plan included as an exhibit for recordation by the City. (DS-82)

142. Developer's stormwater quality control measures maintenance and operations plan shall include: 1) Requirement to clean on-site storm drains at least twice a year; once immediately before the first of October (the beginning of the rainy season) and once in January. The City Engineer may require additional cleaning; 2) Requirement to maintain parking lots free of litter and debris. Developer shall sweep sidewalks, drive aisles, and parking lots regularly to prevent the accumulation of litter and debris. When swept or cleaned, debris must be trapped and collected to prevent entry into the storm drain system. Developer may not discharge any cleaning agent into the storm drain system; 3) Requirement to label all on-site storm drain inlets with the message "Don't Dump - Drains to Ocean" in accordance with City standards. (DS-83)
143. Developer's engineer shall submit written confirmation that the project landscape drawings comply with the landscape requirements of the Technical Guidance Manual for Stormwater Quality Control Measures for all landscape based stormwater quality best management practices. (DS-84)
144. Developer shall provide pre-treatment for all infiltration based stormwater quality Best Management Practices ("BMPs"). Pre-treatment devices must effectively reduce sediment load entering infiltration BMPs to minimize occlusion of underlying soils and reduce long term maintenance requirements and thereby maintain the infiltration capacity of the BMP. 2011 TGM compliant pre-treatment such as vegetated swales are an approved form of pre-treatment. Proprietary pre-treatment devices must be capable of removing 80% of 50 micron particles to be considered adequate pre-treatment. Typical catch basin inserts do not provide the sufficient sediment storage to provide pre-treatment. (DS-85)
145. Prior to issuance of a grading, building or demolition permit and prior to commencement of any clearing, grading or excavation, Developer shall prepare a Local Stormwater Pollution Prevention Plan ("Local SWPPP"). The Local SWPPP shall be developed and implemented in accordance with requirements of the Ventura Countywide MS4 Permit. The Local SWPPP shall be approved by the City Engineer prior to issuance of a site improvement/grading permit. Developer shall keep the Local SWPPP updated to reflect current site conditions and a copy of the Local SWPPP shall be kept onsite and available for City or designated representative to review upon request. (DS-87)
146. Developer shall install 'Full Capture System Devices' ("Devices") certified by the State Water Resources Control Board Executive Director in compliance with the Statewide Trash Amendments ("Amendments") in all catch basins accepting stormwater runoff from any portion of this project that meets the definition of 'Priority Land Use' as defined by the Amendments at the time of issuance of a grading/site improvement permit. The Devices shall

be sized and designed in accordance with requirements of the Amendments and the Technical Guidance Manual for Stormwater Quality Control Measures (“TGM”). (DS-88)

147. Developer shall pay to the County of Ventura a road mitigation fee in accordance with the agreement between the City and the County of Ventura. Proof of payment shall be provided to the Development Services Division prior to issuance of a building permit. (DS-105)

DEVELOPMENT SERVICES DIVISION SPECIAL CONDITIONS

148. This project meets the definition of “Redevelopment” as defined in the current MS4 permit and associated 2011 Technical Guidance Manual for Stormwater Quality Control Measures (“TGM”). Because the area of disturbance exceeds 50% of the site, Developer shall provide stormwater mitigations (including stormwater infiltration) as required by the MS4 permit for the entire site. The final report is subject to approval of the Development Services Manager. (DS)
149. Developer shall comply with requirements of Chapter 18 (Floodplain Management) of the Oxnard City Code. Chapter 18 requires structures proposed within an area of special flood hazard as indicated on the Federal Insurance Rate Map (“FIRM”) to have the finish floor elevated 2-feet above the base flood elevation. A portion of this project is located within an AO zone. Developer shall obtain FEMA approval of a Conditional Letter of Map Revision based on Fill (“CLOMR-F”) prior to issuance of a building permit and obtain a LOMR prior to issuance of a certificate of occupancy for this project, unless otherwise directed by the Development Services Manager. (DS)
150. In accordance with the Stormwater Quality TGM, Developer must infiltrate a ¾” storm event for all impervious areas (except 5% effective impervious area (EIA)) and must treat (but is allowed to release) the ¾” storm event from the 5% EIA and all pervious portions of the site. The preliminary stormwater report and associated plans for the project do not meet these requirements and must be adjusted to comply. (DS)
151. Developer’s stormwater quality control measures maintenance and operations plan shall include a section on the proper cleanup, handling, and disposal of dog waste (and any other use specific potential stormwater pollutant) to minimize the degradation of stormwater quality. (DS)
152. The percolation tests for this project shall include implementation of the reduction factor specified in the “Guidelines for Design, Investigation, and Reporting for Low Impact Development Stormwater Infiltration” published in the Administrative Manual of the County of Los Angeles Department of Public Works. This reduction factor is in addition to the safety factor specified in the Technical Guidance Manual. (DS)
153. Developer’s geotechnical engineer shall perform percolation tests on the exposed bottom of all infiltration facilities immediately prior to facility construction and provide the City with a written opinion that the exposed soil layer is suitable for the proposed infiltration facility

based on review of the existing geotechnical reports, percolation tests, infiltration facility design, and characteristics of the exposed soil layer. The report shall be reviewed and approved by the project civil engineer. (DS)

154. Developer shall design onsite grading to provide a secondary overflow path that conveys stormwater to the street prior to flooding onsite structures if the proposed stormwater pump fails. (DS)
155. Prior to issuance of a grading/site improvement permit, the Developer shall obtain a 'will-serve' letter from Ventura County for use of the County wastewater system. Developer shall also pay all additional sewer connection fees (City and County) caused by the redevelopment of the site and provide evidence of issuance (or pending issuance) of an encroachment permit if required by the outside County. (DS)
156. Developer shall obtain project domestic, irrigation, and fire protection water service from the City of Oxnard water system. Developer shall construct independent service lateral connections for each of these services as directed by the City. (DS)
157. Prior to issuance of a site improvement permit, the Developer shall provide the City Engineer with a written waiver from the private mutual water company currently serving the property for the loss of service area caused by this project being converted to service from City water. If Developer cannot obtain such a waiver, Developer shall execute an undertaking in a form approved by the City Attorney to indemnify, defend and hold harmless City and its officers, and employees as to all claims for compensation resulting from City's encroachment into the service area of the mutual water company. (DS)
158. Developer shall obtain project domestic, irrigation, and fire protection water service from the City of Oxnard water system. Developer shall construct independent service lateral connections for each of these services as directed by the City. (DS)
159. Developer shall widen Ventura Boulevard along the project frontage to provide a 46-foot curb-to-curb pavement width measured from the existing curb along the southerly side of Ventura Boulevard. Roadway improvements shall include construction of a 7-foot wide sidewalk along the project frontage. The street improvements (asphalt, curb, gutter, and sidewalk) shall extend westerly of the project a sufficient distance (approximately 30-feet) to connect to the nearby fully widened portion of Ventura Boulevard. The existing sewer lift station at this location has been de-activated and the remaining vault and interfering improvements shall be removed to accommodate the widening. (DS)
160. Prior to designing the Ventura Boulevard widening, Developer's engineer shall submit an alignment study for approval by the City Traffic Engineer. The study shall extend from the existing improvements at Balboa Street (550-feet east of project) to the existing improvements just west of the project. Alignment study shall include a) right-of-way lines; b) proposed traffic striping; c) taper lengths; and d) curb to curb dimensions. (DS)
161. Developer shall widen the curb, gutter, and pavement on Cortez Street along the project frontage to provide a 20-foot half width measured from the centerline of existing right-of-

way to curb face. Improvements shall include construction of a 7-foot wide sidewalk along the project frontage. (DS)

162. Developer shall construct a standard Case A, Type 3 disabled access ramp at the corner of Ventura Boulevard and Cortez Street. (DS)
163. Prior to issuance of a grading/site improvement permit, the Developer shall dedicate sufficient right-of-way to encompass the required Ventura Boulevard and Cortez Street improvements. (DS)
164. Developer shall locate all fire hydrants, utility poles, and other vertical obstructions to provide a minimum 48-inch wide unobstructed ADA compliant pedestrian path along the public sidewalk. (DS)
165. Developer shall design and construct project driveways in general conformance with section A-A of City standard plate 115, modified to include a 'Y' dimension of 4-feet followed by a minimum 4-foot wide ADA compliant pedestrian path. (DS)
166. Prior to issuance of a grading/site improvement permit, the Developer shall provide evidence of merger of the two existing lots underlying this project. (DS)
167. Prior to issuance of a building permit, the Developer shall pay utility underground in-lieu fees in accordance with City Code. (DS)
168. Developer shall properly abandon all existing service laterals (water, wastewater, etc.) currently extended to the sites that are not proposed for use by the project. (DS)
169. Developer shall install "No Parking" signs along the Ventura Boulevard frontage of the site as directed by the City Traffic Engineer. (TR)
170. Developer shall re-stripe Ventura Boulevard in conjunction with the widening along the project frontage. The final layout and transition lengths shall be as directed by the City Traffic Engineer. (TR)
171. Developer shall relocate existing "STOP" sign and pavement markings along Cortez Street as required by the adjacent road reconfiguration. The final location and configuration of signing and striping shall be as directed by the City Traffic Engineer. (TR)
172. Developer shall install two "NO PARKING" signs along the Project site's street frontage of Ventura Boulevard to the satisfaction of the Traffic Engineer.

PASSED AND ADOPTED by the City Council of the City of Oxnard on this 7th day of May, 2019 by the following vote:

*Resolution No. XXX
PZ 18-500-11 (SUP)
City Council Meeting May 7, 2019*

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen Fischer, City Attorney

Community Development Department

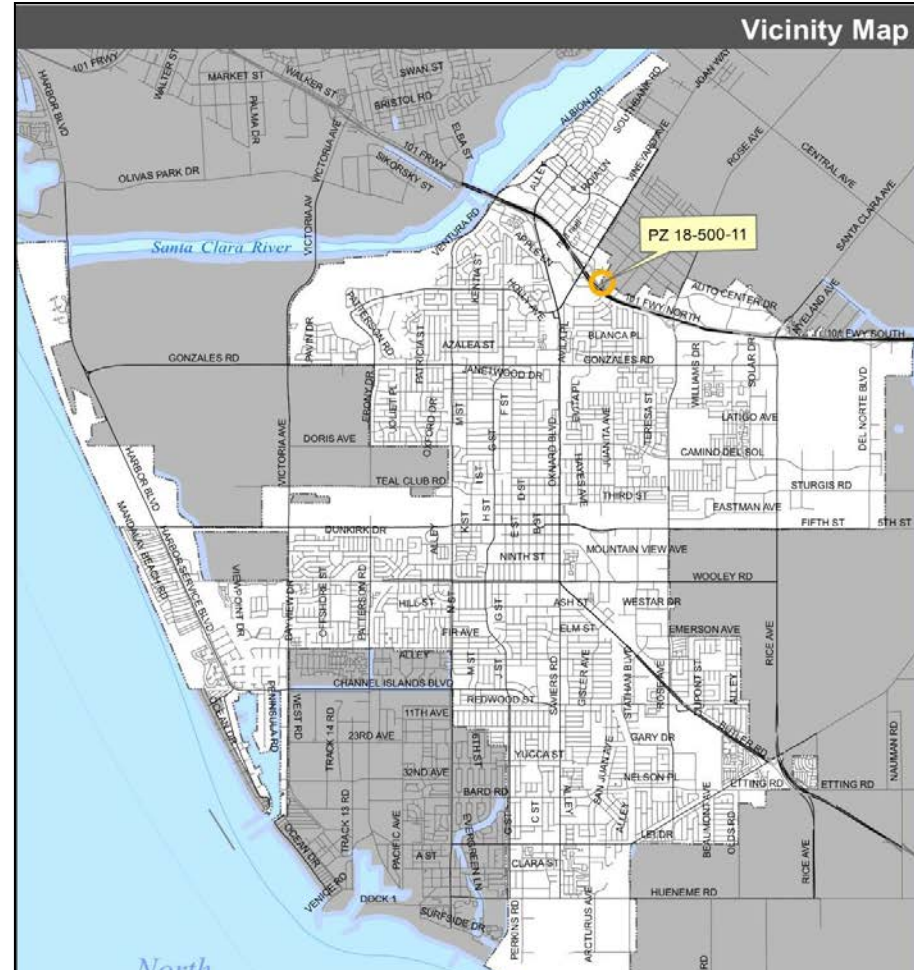
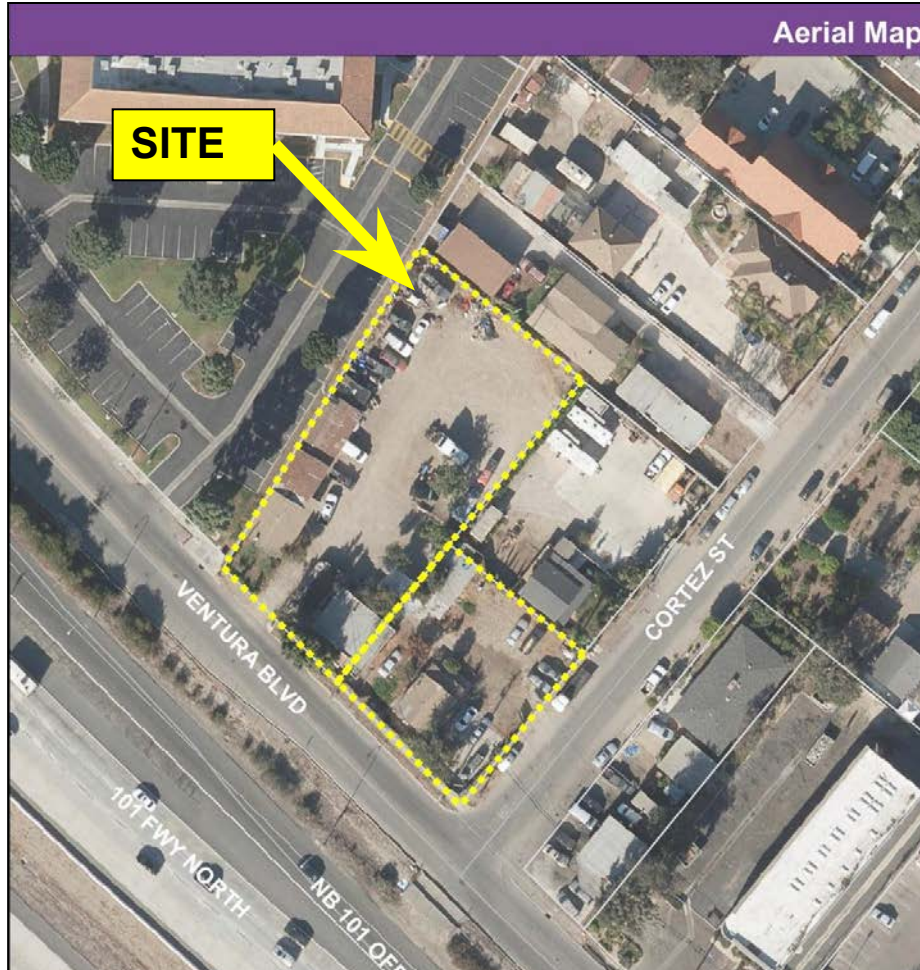
Planning & Zoning No. 18-500-11 Special Use Permit

Jeffrey Lambert, Community Development Director
Veronica Ortiz-De Anda, Contract Planner

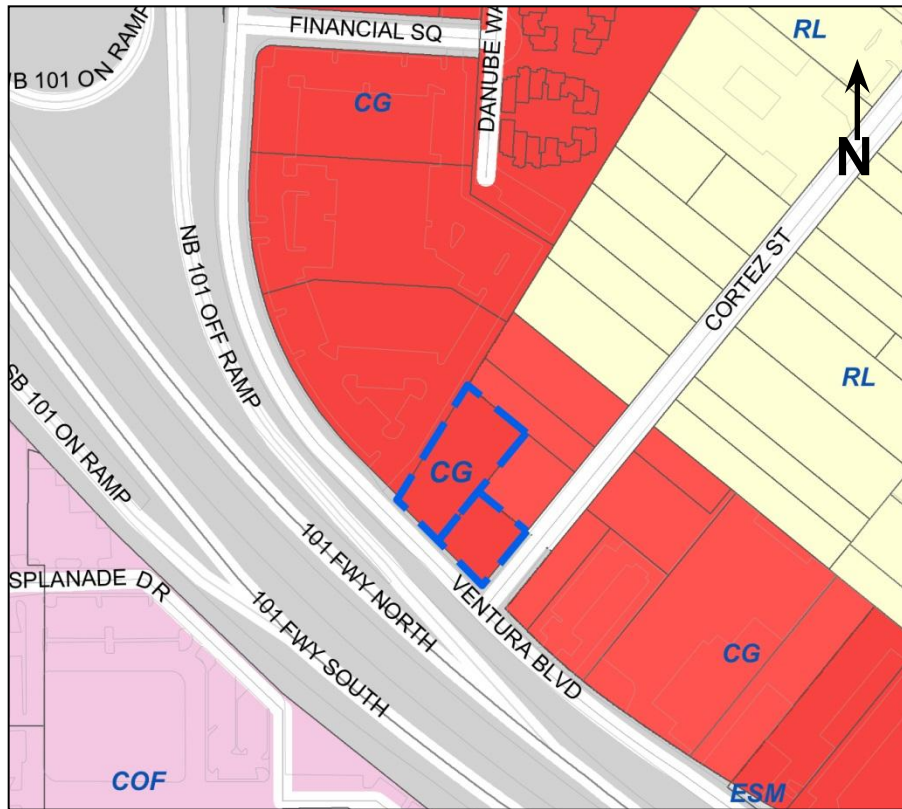
City Council Meeting
May 7, 2019



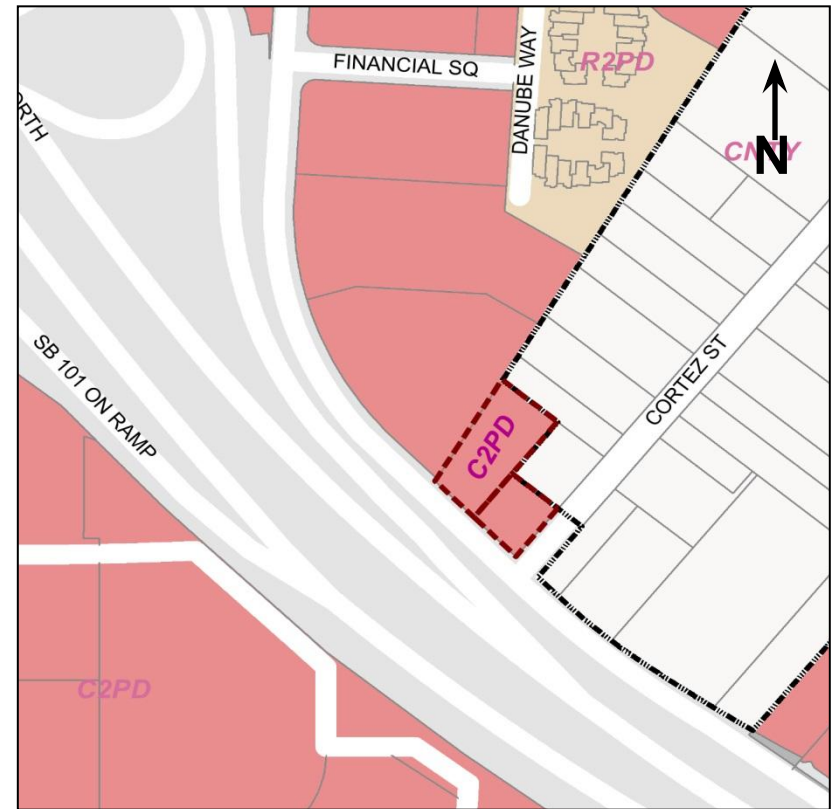
- Demolition of 3 residential dwelling units
- Special Use Permit for the construction of:
7,059 sq.ft. two-story dog boarding facility; indoor and outdoor play areas; 996 sq.ft. overnight caretaker unit; parking and landscaping; and on-site and off-site improvements;
- .89 acres - 481 & 491 Ventura Boulevard
- On and off site improvements
- Up to 100 dogs
- Hours of Operation:
 - 7 a.m. to 7 p.m. Monday - Friday
 - 9 a.m. to 5 p.m. Weekend



2030 General Plan: General Commercial

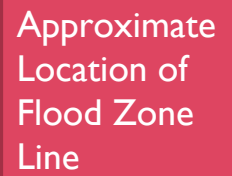


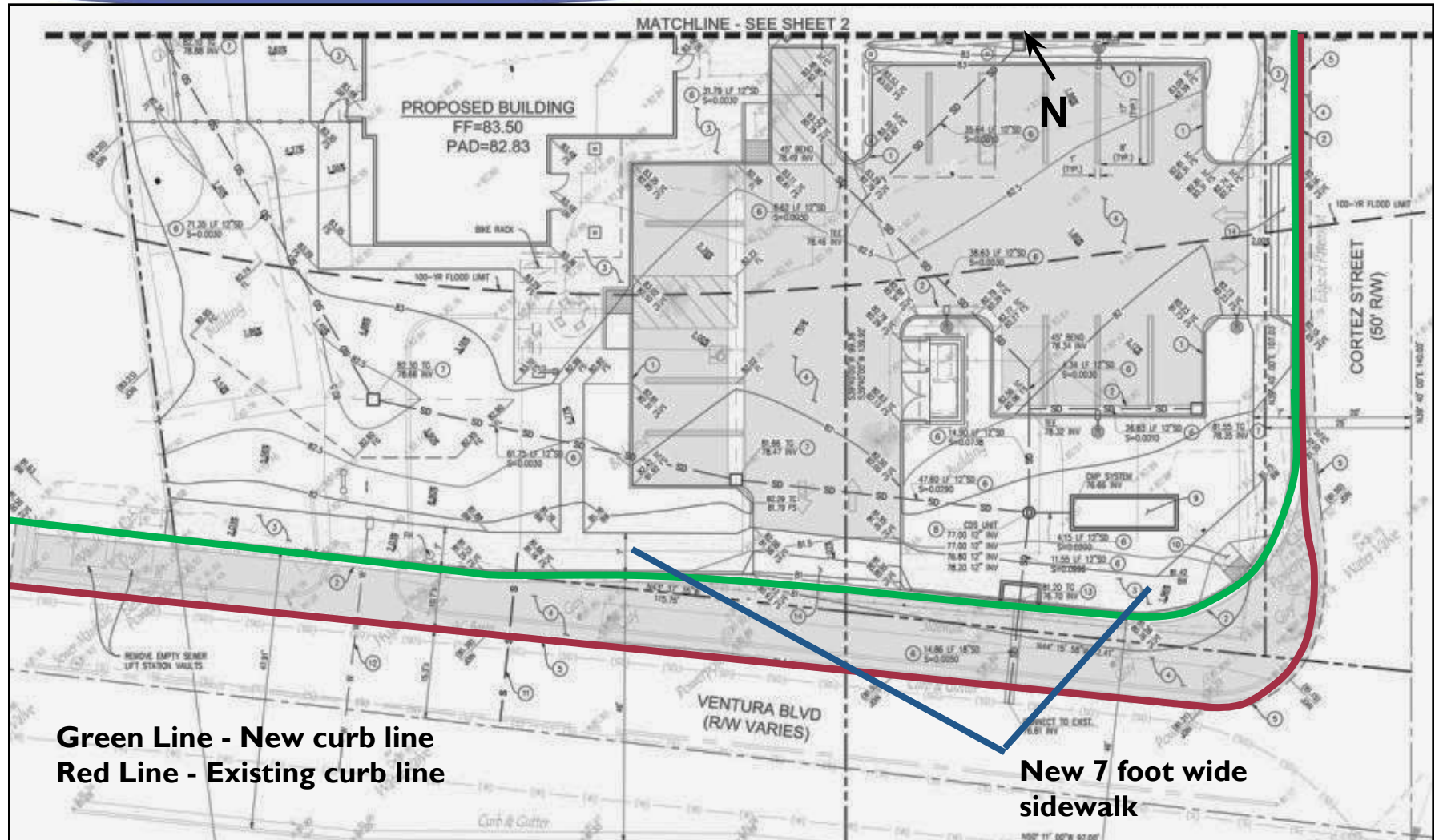
Zoning Designation: General Commercial, Planned Development





6494







Time of Day	Maximum Exterior Noise Level Allowed by City Ordinance for <i>Residential</i> Zones	Maximum Exterior Noise Level Allowed by City Ordinance for <i>Commercial</i> Zones	Ambient Noise Level Predicted at the Northern Boundary Property Line	Operational Noise Level Predicted at the Northern Boundary Property Line Accounting for 8-foot tall wall
Day (7 a.m. to 10 p.m.)	55 dBA	65dBA	55 – 64dBA	53 – 60 dBA
Night (10 p.m. to 7 a.m.)	50dBA	60dBA	52 – 63dBA	Dogs are not outside during this time
Oxnard City Code Section 7-185 (B): If the ambient sound level exceeds the allowed exterior noise level, the ambient sound level becomes the standard.				

- Exempt from CEQA (§15332, Class 32)
- Project is infill development

- **Community Workshop held on November 19, 2018**
 - No comments in opposition or support.
 - Two inquiries after workshop.
- **Presented by Applicant at Rio Municipal Advisory Committee on January 17, 2019**
 - Recommended Approval

- **On March 21, 2019 Planning Commission approved 6-0 with one Commissioner absent**
- **Added 2 conditions of approval:**
 - Project comply with planter width of 10 feet
 - Applicant post a sign outside visible to the public with business contact information

Adopt a resolution approving Planning & Zoning Permit No. 18-500-11 (Special Use Permit), subject to certain findings and conditions.



CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS AGENDA ITEM NO. M.3.

DATE: May 7, 2019

TO: City Council

FROM: Jeffrey Lambert, Community Development Director, (805) 385-7882, jeffrey.lambert@oxnard.org

SUBJECT: Planning & Zoning (PZ) Permit No. 19-580-01 (Zone Text Amendment - ZTA) - Amendments to Chapter 16, Article II and Article V, Division 13, of the Oxnard City Code (OCC) Pertaining to Accessory Dwelling Units. (15/10/10)

RECOMMENDATION

That the City Council approve the first reading by title only and waive further reading of an ordinance amending Chapter 16, Article II and Article V, Division 13, of the Oxnard City Code (OCC) pertaining to definitions and regulations governing Accessory Dwelling Units (ADU).

BACKGROUND

On December 16, 2016, the City adopted an Accessory Dwelling Unit (ADU) ordinance (Ordinance No. 2914) amending the OCC to be consistent with three State housing bills (SB 1069 (Wieckowski), AB 2299 (Bloom), and AB 2406 (Thurmond)) that changed what was previously referred to as a "second unit" to an ADU and prescribed ADU permitting procedures and development standards. The State ADU legislation became effective on January 1, 2017. In general, State law required that an ADU be administratively permitted by a local government on a property with one existing "primary" single-family dwelling unit, the ADU parking requirement is set by State law, and an existing primary unit garage may be converted to an ADU.

In October 2017, the City amended the ADU regulations a second time (Ordinance No. 2925) to be fully consistent with Department of Housing and Community Development (HCD) ADU guidelines released after the City's first (2016) ADU amendment. The second amendment included HCD-recommended language defining three types of ADUs (entirely within the existing primary unit, an addition to existing primary unit, or a new detached ADU), clarification that an ADU use is allowed within a historic district but is subject to cultural resource procedures and standards, added additional "R" zoning designations that allow an ADU, removed a requirement to replace an ADU-converted garage, and prohibited required ADU parking in the front yard setback.

Following the second ADU amendment, the Legislature adopted SB 229 (Wieckowski) and AB 494 (Bloom) which became effective January 1, 2018. These "clean up" amendments allow ADUs to be built concurrently with a new or expanded single-family residence, expanded areas where an ADU is allowed to include all zoning districts that allow single-family uses (except in the Coastal Zone), clarify utility connection requirements and impact fees, and further clarify and reduce ADU parking requirements.

In mid-2018, staff began to prepare this present and third ADU amendment to remain consistent with State ADU laws and also to incorporate:

1. Lessons learned from the Planning Division's processing of 58 ADU permit applications through February 2019;

2. Discussions with property owners pertaining to ADU construction and design;
3. Discussions with the City's Housing Element consultants; and
4. Input from House Farm Workers, the Ventura County Coastal Association of Realtors, and housing attorney, Ms. Barbara Macri-Ortiz.

Five modifications within the third ADU zone text amendment are summarized below (OCC Sections 16-465 to 16-469.6). These five changes create consistency with State law:

1. Removed references to "complete" application. This change does not prohibit the City from denying an ADU because of incomplete information to determine if the ADU meets safety requirements and development standards.
2. Clarification that an ADU may be concurrently proposed with an application for a new primary unit.
3. Added text regarding utility connection fees, which cannot be considered as a new use for purposes of utility connection or capacity charges. However, it is allowable for utility providers to charge fees proportionate to the reasonable cost of providing the service.
4. Reduce the minimum ADU floor area from 600 gross square feet (gsf) to 220 gsf consistent with the California Residential Building Code R304.5 and Health and Safety Code Section 17958.1.
5. Added text that the ADU parking requirement is, essentially, one off-street space regardless of size or number of bedrooms except for listed situations wherein the ADU need not provide any additional parking (located within one half mile of a transit station). Parking must be located outside of the front yard setback.

Incorporated into the third ADU ZTA, the following eight proposed changes reflect comparative research of other Ventura County jurisdictions and their respective ADU policies and standards, responds to issues identified during the City Council's October 17, 2017 ADU ordinance hearing:

1. Text added that the terms "Efficiency", "Studio", and "Single" are types of ADU's for purposes of ADU zoning, not to be conflated with Building Code regulations.
2. Added reference to the proposed Downtown Code in the Central Business District (CBD) in which an ADU may be approved with a special use permit.
3. Clarification that passageways cannot be used to connect an ADU to the primary unit; this has been a method that staff has observed has been utilized to treat the ADU as an addition rather than a separate structure.
4. Clarification that an ADU shall meet all applicable habitability standards and shall contain a separate bath, full kitchen facilities, and a separate or combined living and sleeping areas.
5. Requirement added that the ADU have a separate entrance and that each ADU room cannot have a second exterior access unless the additional access, such as French doors or a sliding patio door, is provided in accordance with applicable development standards or building code requirements.
6. Text added to allow the ADU floor area to be determined by the total primary unit floor area that includes a concurrent primary unit floor area addition. This change would allow an applicant to seek both a primary unit addition and an ADU where the ADU size is based on the floor area of the primary unit after completion of the addition.
7. Clarification that fire safety access could be a sufficient reason to change an otherwise allowed ADU minimum setback requirements.
8. Create a discretionary review process for an "ADU Exception" by special use permit for larger properties with a relatively small existing primary dwelling unit that allows for development of a new primary unit and re-designation of the existing unit as the ADU. Set the minimum qualifying property size at 10,890 gsf (1/4 acre), and set the minimum size of the new primary unit at twice (200%) the size of the existing unit being designated as the ADU.

At the February 7, 2019 Planning Commission meeting, public testimony was received from Ms. Barbara Macri-Ortiz regarding the ADU Exception process. The Planning Commission unanimously recommended that the City Council adopt the ADU ZTA with two policy changes regarding the ADU Exemption process: 1) that the qualifying property size be reduced from 10,890 square feet (sf) to 9,000 sf; and 2) that the new primary unit be a minimum of ten percent larger

than the existing housing unit being re-designated as the ADU rather than a minimum of 100 percent larger. The two policy items are listed below along with staff's analysis of each recommendation.

Recommended Policy Changes within the "ADU Exception" Section

1. ADU Qualifying Minimum Parcel Size (Section 16-469.6(A)):

Commissioners recommended that the qualifying property minimum size be reduced from 10,890 gross square feet (gsf) to 9,000 gsf.

Staff Analysis: Section 16-469.6 was created to allow a homeowner with a small primary dwelling unit on a relatively large property to build a new primary dwelling unit and then designate the original dwelling unit as the ADU. Staff determined that there are 586 potentially qualifying parcels with the staff-proposed qualifying minimum property size of 10,890 gsf. Lowering the minimum property size threshold to 9,000 gsf adds an additional 676 parcels which could potentially qualify for the construction of a new dwelling unit and designate the existing unit as the ADU. The Commission's recommendation is a policy decision which could lead to additional ADUs. Staff supports this change and seeks direction from the Housing and Economic Development Committee before presenting the draft ordinance to the full city council.

2. Minimum ADU Size (Section 16-469.6(F)):

Commissioners recommended that the minimum size requirement for the new primary dwelling unit be changed from "twice the size" to "110 percent the size" of the existing dwelling unit.

Staff Analysis: The draft ADU ordinance that was presented to Planning Commission requires the new primary dwelling unit be at least twice the size of the original dwelling unit being re-designated through this Special Use Permit (SUP) process. As currently written, the size of the SUP-designated ADU would be consistent with the ADU standard that the ADU not be more than 50 percent of the size of the primary dwelling unit, or stated in reverse, the primary unit is at least twice (200%) the size of the ADU. Allowing the primary unit and ADU to be about the same size facilitates similarly sized primary and ADU units on a parcel - in essence duplexes. The purpose and findings section of the ADU ordinance states that one of the goals of an ADU is to "Establish reasonable regulations of accessory dwelling units to properly balance the need for additional affordable housing with the need to maintain existing community character and neighborhood quality of life." Creation of duplexes may not be consistent with the ADU purpose and findings. The Commission's recommendation is a policy decision. In this case, and for the above reason, staff believes the Commission's recommendation is not consistent with the purpose and intent of the ADU ordinance and is seeking direction from the Housing and Economic Development Committee before presenting the draft ordinance to the full city council.

Staff concurs with the first recommendation to reduce the qualifying property size to 9,000 sf. However, staff believes the Commission's second recommendation is not consistent with the purpose and intent of the ADU ordinance.

In order to have policy direction, the Commission ADU Exception recommendations were presented to the Housing and Economic Development (HED) Committee on April 9, 2019.

STRATEGIC PRIORITIES

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

Goal 4. Implement a "one stop shop" effort at the City's Service Center.

Objective 4a. Streamline internal process to ensure government efficiencies.

FINANCIAL IMPACT

No General Fund impact. ADU permit fees cover staff administrative and direct reimbursable expenses.

COMMITTEE OUTCOME

On April 9, 2019 the Housing & Economic Development (HED) Committee considered the aforementioned two policy questions. For the question pertaining to the lot size, the HED Committee voted 2-1 in favor of reducing the qualifying property size to 9,000 square feet. Mayor Flynn opposed the reduction in lot size due to concerns regarding utility capacity and that this reduction would result in additional utility connections and potential utility impacts. For the question pertaining to the minimum size of the new primary unit, the HED Committee voted 2-1 that the primary residential unit should remain twice the size of the ADU.

The proposed ordinance is included as Attachment A. Consistent with Departmental protocol, the ordinance has not been revised to reflect Committee or Commission's recommendations.

Prepared by: Kathleen Mallory, Planning & Environmental Services Manager, Chris Williamson, Contract Planner

ATTACHMENTS

1. Attachment A: ADU Zone Text Amendment Ordinance
2. ADU ZTA City Council MAY 7 presentation

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD
AMENDING ARTICLE II, DIVISION 1 AND ARTICLE V, DIVISION 13 OF
THE OXNARD CITY CODE RELATING TO DEFINITIONS AND
ACCESSORY DWELLING UNITS.

WHEREAS, Government Code §65852.2 was amended in 2016, effective January 1, 2017, regarding Accessory Dwelling Units and, as a result, various provisions of the existing City Code would become inconsistent with state law unless the City Code was updated; and

WHEREAS, the California Department of Housing and Community Development (HCD) released a 39-page document “Accessory Dwelling Unit Memorandum” and held a webinar of December 20, 2016 that provided local governments guidance in preparing local zoning code amendments to comply with Government Code Section 65852.2; and

WHEREAS, on December 20, 2016, the Oxnard City Council adopted Ordinance No. 2914, amending the Oxnard City Code, Chapter 16, Section 16-465, “Second Units,” to be consistent with Government Code Section 65852.2; and

WHEREAS, on March 27, 2017, HCD conditionally approved the City’s 2013-2021 Housing Element, which included a direction to “...examine and modify, as appropriate, the recent zoning amendments passed in 2016”; and

WHEREAS, staff has implemented Ordinance No. 2914 since January 2017 by processing over 50 ADU applications and has determined that additional revisions are needed to assist in implementation of the Ordinance and better meet the intent of fostering affordable housing and being in compliance with Government Code Section 65852.2; and

WHEREAS, the State Legislature adopted SB 229 (Wieckowski) and AB 494 (Bloom), effective January 1, 2018, as ‘clean up’ bills amending various sections of Government Code Section 65852.2 regarding Accessory Dwelling Units (ADU) and, as a result, various provisions of the existing City Code would become inconsistent with state law unless the City Code was updated; and

WHEREAS, the revisions to this ordinance continues to implement Program 6, Zoning Code Amendments, of the 2013-2021 Housing Mid-Cycle Element; and

WHEREAS, Sections 15061(b)(3) and 15282(h) of Title 14 of the California Code of Regulations exempt the project from the requirement for the preparation of environmental documents imposed by the State California Environmental Quality Act; and

WHEREAS, the Planning Commission considered public comments, and voted to recommend approval of this zone text amendment at its meeting of February 7, 2019 with two recommended changes; and

WHEREAS, at its meeting of April 9, 2019 the Housing and Economic Development Committee of the City Council considered public comments and recorded split votes on each of the two recommendations; a 2:1 vote in favor of reducing the minimum qualifying parcel for the ADU Exception to 9,000 sf. and a 2:1 vote denying the Planning Commission's recommendation to change the minimum size requirement for the new primary unit from twice-the-size to 110 percent the size of the existing dwelling unit intended to be redesignated as the ADU.

NOW THEREFORE, the City Council of the City of Oxnard hereby ordains as follows:

Section 1. Amend Oxnard City Code Section 16-10 "Definitions". Existing Oxnard City Code Section 16-10 is amended as shown herein in Exhibit 'A' wherein strikeout indicates removed text and underline indicates added text.

Section 2. Amend Oxnard City Code Section 16-465 "Accessory Dwelling Units". Existing Oxnard City Code Section 16-465 is amended as shown herein in Exhibit 'B' wherein strikeout indicates removed text and underline indicates added text.

Section 3. Severability. If any provision(s) of this ordinance or the application thereof to any person or circumstances is held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any other provision or application, and to this end, the provisions of this ordinance are declared to be severable. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, even though any one or more sections, subsections, clauses, phrases, parts or portions thereof was declared invalid or unconstitutional.

Section 4. Waiver of Second Reading. City Council approves reading of title only and waives reading of the ordinance at the second reading.

Section 5. Effective date. This ordinance shall become effective thirty (30) days after it is finally adopted.

Section 6. Publication. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen calendar (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk in accordance with Government Code section 36933.

Ordinance No. _____
May 7, 2019

The foregoing Ordinance was adopted at a regular meeting of the City Council of the City of Oxnard, State of California, held on the 7th day of May, 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney

EXHIBIT A

SEC. 16-10. DEFINITIONS.

(A) For the purposes of this chapter, the following words shall have the following meanings:

(1) **ACCESSORY BUILDING** - Any structure built for the support, shelter, or enclosure of property that is separate from but related, subordinate, and secondary to the main use of the property, such as but not limited to: storage sheds, greenhouses, and garages.

(2) **ACCESSORY DWELLING UNIT** - An independent living facility ~~for one or more persons~~ located entirely within or attached to an existing or proposed legal structure or as a detached structure that includes permanent provisions for living, sleeping, eating, cooking ~~and~~ sanitation, and is situated on the same parcel as an existing or proposed primary single-family dwelling, but is subordinate to and smaller than the primary dwelling.

(3) **ACCESSORY SIGN** - Any sign which advertises goods manufactured or produced, goods for sale, or services rendered on the property upon which such sign is located, also known as an on-premise sign.

(4) **ACCESSORY STRUCTURE** - A man-made object other than ornamental statuary, having a permanent location on the ground and more than six inches above the finished grade that is separate from but related, subordinate, and secondary to the main use of the property, such as but not limited to: patio covers, gazebos, and children's play structures.

(5) **ACCESSORY USE** - A use of property separate from, but related, subordinate and secondary to, the main use of the property.

(6) **ADULT DAY CARE FACILITY** - A state-licensed facility that provides less than 24-hour per day care to persons 18 years of age or older in need of personal services, supervision, or assistance essential for sustaining the activities of daily living or for the protection of these individuals.

(7) **ADULT HEALTH CARE CENTER** - Any family day home, day care center, or social rehabilitation center, as defined in Cal. Health and Safety Code, § 1570.7, and licensed by the State Department of Health, which provides, on less than a twenty-four hour basis, nonmedical care to adults in need of personal services, protection, supervision, assistance, guidance or training essential for sustaining the activities of daily living or for the protection of the individual.

(8) **ALLEY** - Any public thoroughfare for the use of pedestrians or vehicles, not less than ten feet nor more than thirty feet wide, which has been deeded or dedicated to the city as a secondary means of access to abutting property.

(9) **ANTIQUE SHOP** - A retail business that sells works of art, furniture, decorative objects and the like, all of which are at least thirty years old.

(10) **APARTMENT** - A room or suite of rooms in a multi-family dwelling unit designated as a residence for one family-household and containing one permanent provisions for living.

sleeping, eating, cooking and sanitation. Efficiency, studio, and single are terms used for apartments with combined living, sleeping, and/or kitchen areas.

(11) APARTMENT HOTEL - A building containing six or more apartments, designated for use as second or temporary dwellings for transient guests.

(12) APARTMENT HOUSE - Any building which is designed to ~~be~~ or is in fact occupied as the residence of two or more families living independently of each other in such building, in separate apartments, and where such apartments are rented or leased for a period of not less than one month.

(13) AUTOMOBILE REPAIR GARAGE - A building used for the overhaul and repair of vehicles, including body repairs, engine overhaul, upholstery work, parts rebuilding and like activities.

(14) AUTOMOBILE SERVICE STATION - Any business which dispenses gasoline and which may also sell other automotive-related and nonrelated goods and services, but which excludes auto body work, complete engine and transmission overhaul and rebuilding and similar intensive vehicle-related services.

(15) AUTOMOBILE WRECKING - The dismantling or destruction of one or more motorcycles or motor vehicles.

(16) BABYSITTING - The care of one or more children by an individual in a home on a temporary basis, and without the benefit of formal advertising or established hours of business.

(17) BASEMENT - A story partly underground with less than one-half its height above the average finished grade.

(18) BED AND BREAKFAST INN - An establishment, originally built as a single-family residence, operated by a resident owner and containing three to five guest bedrooms, each of which is available for rent to the general public for up to twenty-nine consecutive days.

(19) BEDROOM - Any room that is or can be used for sleeping purposes, including any room other than a kitchen, bathroom, or utility service room, such as a study, den and loft.

(20) BUILDING - Any structure built for the support, shelter, or enclosure of persons, animals, chattels, or property of any kind.

(21) BUILDING HEIGHT - Total height of a building measured from the average finished grade at the base of the building to the highest point of the building.

(22) BUILDING SITE - The area, including all required yards, open space and parking, which a main building and its accessory buildings and uses occupy.

(23) BUSINESS - Any use of property for profit requiring a business license.

(24) CANNABIS - Shall have the same meaning as set forth in Cal. Bus. and Prof. Code Section 26001(f), as that section now appears or may hereinafter be amended or renumbered.

(25) CAR WASH (MECHANICAL) - Any operation which provides for the washing of motor vehicles primarily through the use of mechanical equipment which may include conveyor chains, blowers, steam guns, roller brushes, high pressure vacuum units and similar equipment.

(26) CAR WASH (NONMECHANICAL, SELF-SERVICE) - Any operation which provides for the washing of motor vehicles by the customer, which employs persons only to check, maintain and supervise the use of the facility and equipment, and which has equipment limited to water softeners, water heaters, soap mixing tanks, low pressure vacuum units and similar equipment that produces only a low volume of sound.

(27) CHILD CARE CENTER - A state-licensed child care facility other than a family day care home, in which less than twenty-four hour per day nonmedical care and supervision is provided in a group setting for children.

(28) CHURCH - A building operated primarily for worship or for promotion of religious activities excluding other buildings or activities maintained by religious organizations such as educational institutions, hospitals, homeless shelters and day care centers or operations that are commercial in nature.

(29) CLUB - An association of persons for some common, nonprofit purpose excluding groups organized primarily to render a service which is customarily carried on as a business.

(30) COMMERCIAL DISTRICT - Stores and businesses located in a shopping center of more than ten acres but less than thirty acres and designed to serve several neighborhoods.

(31) COMMERCIAL SCHOOL - A nonaccredited school providing training or personal improvement, such as a beauty college, dance school, business school, or gymnasium.

(32) COMMISSION - The Planning Commission of the city.

(33) COMMON AREA - Any area or space designed for joint use by tenants occupying mobile home parks, condominiums, planned residential groups and similar residential developments.

(34) COMMUNITY APARTMENT PROJECT - A project in which an undivided interest in the property is coupled with the right of exclusive occupancy of any apartment located thereon.

(35) COMMUNITY CARE FACILITY - A State-licensed facility maintained and operated to provide nonmedical residential care, day treatment, adult day care, or foster family agency services for children and/or adults, including, but not limited to, the physically handicapped, mentally impaired, incompetent persons, and abused or neglected children, as further defined in Cal. Health and Safety Code, § 1502.

(36) CONDOMINIUM - An estate in real property consisting of an undivided interest in common in a portion of a parcel of real property, together with a separate interest in space in a building on real property such as a residence.

(37) CONGREGATE LIVING HEALTH FACILITY - A State-licensed residential home with a non-institutional home-like environment that provides twenty-four hour medical supervision and skilled nursing with services for persons who are physically disabled, have a

diagnosis of terminal illness, or are catastrophically and severely disabled, as further defined in Cal. Health and Safety Code, Section 1250.

(38) CORNER LOT - A lot having frontage on two intersecting streets.

(39) DETACHED BUILDING - Any building that is not physically joined to another building by a common wall.

(40) DIRECTOR - The city's development services director or designee.

(41) DRIVE-IN THEATER - A motion picture theater containing a vehicle parking area where patrons remain in their vehicles to view the entertainment presented on one or more screens.

(42) DRIVE-THRU FACILITY - A facility which, by its design, allows people to receive goods and/or services while remaining in their motor vehicles.

(43) DUPLEX - A building containing two dwelling units.

(44) DWELLING UNIT - A room or suite of rooms designed as a residence for one ~~family~~ household and containing one kitchen.

(45) EDUCATIONAL INSTITUTION - An institution offering academic instruction or training leading to a degree, or accredited by the state, including private colleges or trade schools but not including dance schools, business schools, and similar commercial establishments.

(46) EFFICIENCY DWELLING UNIT – a housing unit typically a combined living room and bedroom area, a separate bathroom, and a kitchenette with a typical minimum gross floor area of 220 square feet. Occupancy standards and square footages shall be governed by California Residential Code R304.5. In no instance shall the minimum square footage be less than 220 square feet.

(47) EMERGENCY SHELTER FOR FAMILIES - A permanent facility consisting of a building or group of buildings with overnight sleeping accommodations providing temporary housing for six months or less to homeless families with children under the age of 18, or 21 if they are full-time students or disabled, pursuant to standards set forth in article V, division 18. Such accommodations shall include basic supportive services such as meals, restroom, bathing and laundry facilities. No family shall be denied emergency shelter because of an inability to pay. For purposes of this definition, "disabled" means persons with special needs, including mental disabilities, developmental disabilities, AIDS, substance abuse or chronic health conditions.

(48) EMERGENCY SHELTER, PERMANENT - A permanent facility consisting of a building or group of buildings with overnight sleeping accommodations providing temporary housing for six months or less to homeless persons pursuant to standards set forth in article V, division 18. Such accommodations shall include basic supportive services such as meals, restroom, bathing and laundry facilities. No individual or household shall be denied emergency shelter because of an inability to pay.

(49) **EMERGENCY SHELTER, TEMPORARY** - A temporary facility consisting of a building or group of buildings with overnight sleeping accommodations providing housing to homeless persons for winter warming or similar short-term, temporary operation not to exceed four months within a twelve-month period. No individual or household shall be denied emergency shelter because of an inability to pay.

(50) **ENTERTAINMENT** - Any performance or activity defined herein; provided, however, that the term does not include vocal music or music from a single, unamplified, stringed instrument, including piano.

(51) **FAMILY** - A group of residents whose members jointly occupy a dwelling unit as a single housekeeping unit; have joint use of and responsibility for common areas; share household activities such as meals, chores, maintenance and expenses; but not including residents of commercial group living such as hotels, dormitories and fraternities.

(52) **FARMWORKER** - An employee, also known as an agricultural worker, engaged in agricultural work/farming and any practices performed on a farm in conjunction with farming including cultivating and tillage of soil, the raising of animals and the preparation of agricultural products for market and or to carriers for transportation to market.

(53) **FARMWORKER EMPLOYEE HOUSING** - A residential use of one or more single or multi family dwelling units and accessory dwellings of the same type and in the same zone, and/or group quarters structures with common dining area. A farmworker housing complex does not need to be located on the site of a qualifying agricultural operation where the farmworkers are employed.

(54) **FAST FOOD RESTAURANT** - An establishment whose principal business is sale of pre-prepared or rapidly prepared food served in disposable packaging directly to the customer, for consumption either within the restaurant building or off premises.

(55) **FRONTAGE** - The portion of a lot, parcel or site that abuts a dedicated public street, not an alley.

(56) **FRONTAGE OF BLOCK** - The length of a block measured between two cross streets whereon more than four lots have frontage.

(57) **FRONT LOT LINE** - The line dividing a lot or parcel from an officially designated street; provided, however, that if the street is without frontage, the commission shall designate the front lot line.

(58) **FRONT YARD** - The yard measured the full width of the lot, lying between the front lot line and the closest portion of the main building.

(59) **GARAGE** - An accessory building or portion of the main building having a minimum of four walls, and designed and used principally for the housing of motor vehicles.

(60) **GENERAL COMMERCIAL** - Individual stores and businesses where each establishment is located on a separate lot, with separate parking and loading facilities and not in a shopping center.

(61) GUEST HOUSE - An accessory building for the housing of temporary guests, not containing a kitchen and not being rented or leased.

(62) HABITABLE ROOM - Any room used, or intended or designed to be used for sleeping, living, cooking or dining purposes, excluding such enclosed spaces as closets, pantries, bath or toilet rooms, service rooms, connecting corridors, laundries, unfinished attics, foyers, storage spaces, cellars, utility rooms and similar spaces.

(63) HOME FINDING AGENCY - Any individual or organization engaged in finding homes or other facilities as defined in the Cal. Code of Regulations, for placement of persons of any age for temporary or permanent care, or adoption, including providing continuing social services to such persons.

(64) HOME OCCUPATION - Gainful employment engaged in by the occupants of a dwelling, which is incidental and subordinate to and compatible with the residential use of the property and surrounding residential uses.

(65) HOTEL - A building providing separate bedrooms or baths for the accommodation of travelers, semipermanent residents and the like, where no kitchen facility is provided, whether known as a hotel, motel, or rooming house.

(66) HOUSEHOLD – See Family.

(67) INLAND WATERWAY - A body of water confined to a channel which permits navigation by vessels and ships and is connected directly to the ocean.

(68) INSTITUTION - An organization having a social, educational, or religious purpose such as a school, church, hospital, club or lodge.

(69) INTERIOR LOT - A lot having lots adjoining on two sides.

(70) INTERIOR YARD SPACE - The area on the lot behind the front setback line which is open from ground to sky and used as private open space except as otherwise permitted in this chapter.

(71) JUNK - Scraps of copper, wood, brass, rope, rags, batteries, paper, trash, rubber, debris, waste, or junked, dismantled or wrecked motor vehicles or parts thereof, iron, steel and other scrap ferrous or nonferrous material.

(72) KEY LOT - A lot whose side lot forms the rear lot line of a reversed corner lot.

(73) KITCHEN - Any room or portion of a room used, or intended, or designed to be used for cooking and preparing food.

(74) LANDSCAPING - The treatment and maintenance of a yard area with predominantly vegetative materials, such as lawn or ground cover, shrubs or trees, and ornamental flagstone, brick or rock work and the like, organized in a manner designed to create or enhance a specific appearance.

(75) LARGE FAMILY DAY CARE HOME - A State-licensed facility that provides care, protection and supervision for seven to fourteen children in the provider's own home for periods

less than twenty-four hours per day, as further defined in Cal. Health and Safety Code, Section 1596.78.

(76) LOT - A parcel of real property officially subdivided and recorded prior to or according to Chapter 15 of this code.

(77) LOT AREA - The number of square feet enclosed by the lot lines of a lot.

(78) LOT DEPTH - The average lineal distance between the front and rear lot lines, measured perpendicular to the front lot line.

(79) LOT WIDTH - The lineal width of a lot measured at the midpoint between the front lot line and rear lot line.

(80) MAIN BUILDING - The building wherein the principal use of a lot or parcel is conducted, including attached structures where more than eight lineal feet of a wall is commonly used.

(81) MAJOR RECREATIONAL EQUIPMENT - Items designed to be used as temporary dwellings for recreational outings, or designed to be used for other recreational purposes, such as travel trailers, trailer coaches, pickup campers, motorized dwellings, tent trailers, boats and boat trailers.

(82) MARIJUANA - Shall have the same meaning as cannabis.

(83) MINI-WAREHOUSE - Any structure designed, built or used as individual compartments for five or more occupants on a lease or rental basis for the purpose of storage of any item for a period of more than forty-eight hours.

(84) MOBILE HOME - A manufactured relocatable vehicle, other than a motor vehicle, designed or equipped for human residential habitation and for being drawn by a motor vehicle.

(85) MOBILE HOME LOT - A parcel of land in a mobile home park rented and used exclusively by the occupants of the mobile home located on that lot.

(86) MOBILE HOME PARK - A contiguous area or tract of land of at least sixteen acres under single ownership which has been planned and improved for the placement of mobile homes for nontransient residential use.

(87) MOBILE HOME STAND - The part of a mobile home lot reserved for the placement of a mobile home.

(88) MOBILE OFFICE - A vehicle other than a motor vehicle designed or used as an office for industrial, professional or commercial purposes, and designed to be drawn by a motor vehicle.

(89) MOTEL - A building or group of buildings or units attached, semi-attached or detached, designed to serve as temporary sleeping quarters for transient persons, whether known as a motel, auto court, tourist court or bungalow court, excluding an adult motel, as defined in section [16-336\(A\)\(5\)](#).

(90) **MOTION PICTURE THEATER** - An establishment containing two or fewer screens where films, motion pictures, video cassettes, slides or similar photographic reproductions are regularly shown for any form of consideration.

(91) **MOTOR VEHICLE** - A device by which any person or property may be propelled, moved, or drawn upon a public street, excepting a device moved by human power.

(92) **MULTI-FAMILY DWELLING** - A building containing two or more dwelling units.

(93) **MULTIPLEX MOTION PICTURE THEATER** - An establishment containing three or more screens where films, motion pictures, video cassettes, slides or similar photographic reproductions are regularly shown for any form of consideration.

(94) **NEIGHBORHOOD COMMERCIAL** - Stores and businesses located in a shopping center of less than ten acres and designed to serve a local neighborhood rather than several neighborhoods.

(95) **NONACCESSORY SIGN** - A sign which advertises products, services or other uses not associated with any use established on the premises on which such sign is located, also known as an off-premise sign and including, but not restricted to, billboards and outdoor advertising structures.

(96) **NONCONFORMING** - Buildings or uses which become not permitted or not in compliance with zoning regulations by reason of changes in the zoning regulations or land use zone classification of the property on which such building or uses are located.

(95) **OCCUPIED AREA** - That area of an individual mobile home lot which has been covered by a mobile home and its accessory structures.

(96) **PARKING SPACE** - A rectangular space, clearly delineated on the ground or pavement, of dimensions required elsewhere in this chapter, to be used for the parking or stopping of motor vehicles.

(99) **PARKING STRUCTURE** - A structure used for the parking of vehicles where parking is accommodated on two or more levels.

(100) **PATIO** - A deck or paved area not extending above the first floor level of a building and open to the sky.

(101) **PATIO SHELTER** - A covered shelter for semi-outdoor recreational activities, which is enclosed on no more than two sides, whether or not the remaining two sides are partially enclosed by a low wall, supporting structural members, lattice work, louvers, screens and the like.

102) **PAWNSHOP** - An establishment that engages in the business of loaning money on the security of pledges of personal property, and purchasing and selling personal property.

(103) **PERGOLA** - An open-work structure or lattice having at least fifty percent of its roof open to the sky.

(104) **PERMANENT STORAGE** - The storage of any item of personal property for a period of more than forty-eight hours.

(105) **PERMANENT STRUCTURE** - Any object having a solid foundation or fixed location on the ground.

(106) **PRIMARY DWELLING UNIT** - The main residential structure containing one dwelling unit located on a single-family lot.

(107) **PRIVATE SCHOOL** - An accredited private school or college providing academic or trade education.

(108) **PRIVATE STREET** - A privately owned vehicular right-of-way used as access by two or more lots which do not have frontage on a public street.

(109) **PRODUCT ASSEMBLY PLANT** - Production facilities primarily engaged in final or partial assembling or packaging of premanufactured, treated, or fabricated components, materials or products.

(110) **PUBLIC CAMPGROUND** - A public area wherein major recreational equipment may be placed as temporary dwellings.

(111) **PUBLIC PARKING LOT** - A parking lot for motor vehicles created to serve the public either as a separate business or as an accessory use to a business, whether owned by a governmental agency or by a private person or business.

(112) **QUARRY** - Any premises or site from which rock, sand, gravel, stone, earth, soil or any other mineral is removed or excavated for the purpose of sale, excluding the necessary grading or excavating of a building site under a valid building permit.

(113) **REAR LOT LINE** - The lot line most nearly parallel to the front lot line and dividing the lot from an alley or adjoining lot; provided, however, that the Planning Commission shall designate the rear lot line for through lots.

(114) **REAR YARD** - The yard measured the full width of the lot, lying between the rear lot line and the nearest portion of the main building.

(115) **RECREATION COMMERCIAL** - Indoor or outdoor sport, game, or recreational activity which may occur within a building or as outdoor activities, including but not limited to arenas, stadiums, rinks, golf courses, ranges, auditoriums, or theaters.

(116) **REQUIRED YARD** - The yard area required by this chapter.

(117) **RESEARCH AND DEVELOPMENT** - Facilities or establishments primarily performing research or development of industrial or scientific products.

(118) **RESIDENTIAL CARE FACILITY FOR THE ELDERLY** - A housing arrangement of residents at least sixty years of age, where personal care and supervision are provided, as defined in Cal. Health and Safety Code, § 1569.2.

(119) **REVERSED CORNER LOT** - A corner lot whose rear lot line abuts the side lot line of an adjoining lot.

(120) **SCRAP METAL PROCESSING FACILITY** - Any property which is maintained, used, or operated for storing, keeping, buying or selling wrecked, scrapped, ruined, abandoned or dismantled motor vehicles or motor vehicle parts.

(121) **SENIOR AND/OR SENIOR ASSISTED LIVING RESIDENTIAL FACILITY** - A state-licensed residential facility with seven or more residents that provides a range of community dining and/or recreation areas integrated with individual apartment units that may have individual cooking facilities; that provides at least one non-medical and/or medical support service to residents such as housekeeping, laundry, media room facility, library, hair care, recreation, and transportation services; that is restricted to qualifying residents or senior citizens as those terms are defined in Cal. Civil Code, section 51.11; that may include a secure area(s) for residents with limited memory or cognitive abilities and/or limited physical mobility; and that is subject to the regulations for Planned Residential Groups set forth in section [16-466](#) of this code.

(122) **SIDE LOT LINE** - All other lot lines that are not front or rear lot lines.

(123) **SIDE STREET** - A street providing secondary frontage to a lot, and having an angle between forty-five to one hundred and forty degrees at its intersection with the street providing principal frontage for the lot in question.

(124) **SIDE YARD** - The yard lying between the side lot line and the closest portion of the main building and between the front and rear yards.

(125) **SINGLE-FAMILY DWELLING** - A building containing one dwelling unit whether built as a detached building or as an attached townhouse type of unit that does not involve common ownership or adjacent parcels of real property. The definition of single family dwelling does not include farmworker employee housing, but shall including farmworker employee housing projects with six or fewer residents as allowed by state law.

(126) **SMALL RESIDENTIAL HEALTH OR CARE FACILITY** - A facility licensed, authorized or certified by the State that provides nonmedical health or care services to six or fewer persons (except as otherwise provided herein), which State statutes identify as a residential use of property subject only to standards and restrictions applicable to other dwellings of the same type in the same zone, including but not limited to: a congregate living facility, as defined in Cal. Health and Safety Code, § 1250, having no more than six beds; an intermediate care facility/developmentally disabled habilitative, as defined in Cal. Health and Safety Code, § 1250, serving no more than six persons; an intermediate care facility/developmentally disabled-nursing, as defined in Cal. Health and Safety Code, § 1250, having no more than six beds; a state-licensed residential care facility, as defined in Cal. Health and Safety Code, § 1568.01, serving no more than six persons; a small family day care home serving no more than eight children, as defined in Cal. Health and Safety Code, § 1596.78; a pediatric day health and respite care facility, as defined in Cal. Health and Safety Code, § 1760.2, having no more than six beds; an alcoholism or drug abuse recovery or treatment facility, as defined in Cal. Health and Safety Code, § 11834.02, serving no more than six persons; and a state authorized, certified or licensed family care home, foster home or group home providing care on a twenty-four hour a day basis to six or fewer mentally disordered or otherwise handicapped persons or dependent and neglected children, as referred to in Cal. Welfare and Institutions Code, § 5116.

(127) **STORY** - That portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except that the topmost story shall be that portion of a building included between the upper surface of the topmost floor and the ceiling or roof above; also, if the finished floor level directly above a basement, cellar or unused underfloor space is more than six feet above grade as defined herein for more than fifty percent of the total perimeter or is more than twelve feet above grade as defined herein at any point, such basement, cellar or unused underfloor space shall be considered as a story.

(128) **STREET** - Land dedicated to or owned by a city, county, or state and designated as a public right-of-way, but not including an alley as defined herein.

(129) **STRUCTURAL ALTERATIONS** - Any change to a bearing wall, column, beam, joist, roof, rafter or other supporting member of a building or structure.

(130) **STRUCTURE** - A man-made object other than ornamental statuary, having a permanent location on the ground, and more than six inches above the finished grade.

(131) **SUBTERRANEAN GARAGE** - Any enclosed motor vehicle storage area of which any portion extends below the average grade of the project site.

(132) **SUPPORTIVE HOUSING** - Housing with no limit on length of stay, that is occupied by the target population, and that is linked to onsite or offsite services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community. Such housing shall be considered a residential use of the property and shall be subject only to those restrictions that apply to other residential dwellings of the same type and in the same zone.

(133) **SWAP MEET** - Any indoor or outdoor facility containing multiple tenant spaces, stalls or booths from which new or used merchandise, crafts, or food are sold, exchanged or bought by separate vendors. An admission fee may or may not be charged. Any facility bearing the name of, or otherwise being promoted as a swap meet or flea market, shall constitute a swap meet for purposes of this chapter.

(134) **TANDEM PARKING SPACE** - A parking space located ~~so that it abuts immediately behind or in front of~~ a second parking space, such that vehicular access to that second space can be made only through the abutting space. Tandem parking accommodates two or more vehicles.

(135) **THEATER** - A motion picture theater or an establishment regularly featuring live performance of dramatic productions for any form of consideration.

(136) **THRIFT STORE or SECONDHAND STORE** - A retail business that engages or specializes in the sale of previously owned, secondhand or used merchandise, in which the area devoted to such merchandise is larger than twenty-five percent of the total floor area devoted to retail sales; provided, however, that this definition does not include antique shops or specialty retail stores that sell only one type of used merchandise, including but not limited to used record stores, used bookstores, used furniture stores, and sports trading card stores.

(137) **THROUGH LOT** - An interior lot whose front and rear lot lines both abut public streets.

(138) **TIMESHARE** - Dwelling units or commercial transient quarters (such as hotel or motel rooms) divided for purposes of marketing and sale into at least twelve annual time segments of not less than one week or more than thirty days during which the units or quarters may be occupied, with the annual right of occupancy extended over a specified period of time.

(139) **TOWNHOUSE** - A single-family dwelling unit attached to one or more other single-family dwelling units with each dwelling unit occupying a separate lot.

(140) **TOWNHOUSE CONDOMINIUM** - A townhouse, having associated with it an undivided interest in common in a parcel of real property that is contiguous with the townhouse lots.

(141) **TRADITIONAL BED AND BREAKFAST** - An establishment which contains no more than two guest bedrooms each of which is available for rent to the general public for up to twenty-nine consecutive days.

(142) **TRAILER** - A vehicle designed to be towed behind an automobile or truck.

(143) **TRAILER PARK** - Any area where one or more mobile homes are located.

(144) **TRANSIENT** - A tourist or other person abiding in the city for a short period of time.

(145) **TRANSITIONAL HOUSING** - Five or more dwelling unit(s) used as rental housing but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient. Supportive services are provided to facilitate the movement of homeless individuals and their families to permanent housing. An eligible person(s) may live in the dwelling for up to two years, pursuant to Cal. Health and Safety Code, §§ 50675.2(h) and 50801(i). Some units may be designated for transition in place, where person(s) may stay in the unit for more than two years. Such housing shall be considered a residential use of the property and shall be subject only to those restrictions that apply to other residential dwellings of the same type and in the same /one.

(146) **USE** - Utilization of property or buildings for a specific purpose.

(147) **USE AREA** - An open or yard area, uncovered by building or structures, used as the main use or accessory use of a lot or parcel.

(148) **USED CAR JUNK AREAS** - Any property which is maintained, used, or operated for storing, keeping, buying, or selling wrecked, scrapped, ruined, abandoned or dismantled motor vehicles or motor vehicle parts.

(149) **VEHICLE** - Automobile or two-axled truck, customarily used for private transportation, including self-propelled motor homes, recreational and off-road vehicles, utility and travel trailers, and boats and boat trailers.

(150) **WORK/LIVE** - A business establishment, part of which may be used as an accessory dwelling unit by the business operator or employee.

(151) **YARD** - An open area on a private lot or parcel, unobstructed by buildings or structures from the ground to the sky, except by encroachments permitted in this chapter.

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(152) YARD AREA - The area of yard on a given lot expressed in numbers of square feet.

(B) These definitions are to be used throughout this chapter unless expressly otherwise provided.

('64 Code, Sec. 34-3) (Ord. No. 617, 725, 893, 958, 1039, 1049, 1099, 1115, 1116, 1131, 1150, 1217, 1233, 1294, 1409, 1424, 1477, 1504, 1555, 1564, 1629, 1632, 1705, 1827, 1829, 1894, 1959, 1967, 2021, 2026, 2130, 2132, 2165, 2313, 2335, 2347, 2466, 2561, 2626, 2671, 2713, 2727, 2847, 2864, 2890, 2896; 2914, 2925, 2928, 2929)

EXHIBIT B

DIVISION 13. ACCESSORY DWELLING UNITS

SEC. 16-465. PURPOSE AND FINDINGS.

(A) Accessory dwelling units (also known as “second units” or “granny flats”) are located within, attached to, or ~~behind detached and adjacent to~~ the primary single-family ~~units~~ unit, and can provide an important source of affordable housing.

(B) Accessory dwelling units, when appropriately sized and located, have little impact on neighborhood quality of life.

(C) Establishing reasonable regulations of accessory dwelling units is an appropriate mechanism to properly balance the need for additional affordable housing with the need to maintain existing community character and neighborhood quality of life.

(D) Accessory dwelling units may be referred to as “Efficiency”, “Studio”, or “Single” and be of any room count and configuration allowed by applicable development standards and building codes. (Ord. No. 2914, 2925)

(E) For purposes of these regulations, reference to “director” shall mean the Director of Development Services.

SEC. 16-466. MINISTERIAL CONSIDERATIONS.

(A) New detached construction - If the director receives an application to construct an accessory dwelling unit by constructing a new detached structure, and the proposal meets all of the requirements of the ~~Municipal Oxnard City~~ Code, then within 120 days of the director receiving ~~a complete~~ an application for the accessory dwelling unit, the director shall ministerially approve the application without a hearing.

(B) New attached construction - If the director receives an application to construct an accessory dwelling unit by adding on to an existing structure and the proposal meets all of the requirements of the City Code, then within one-hundred 120 days of the director receiving ~~a complete~~ an application for the accessory dwelling unit, the director shall ministerially approve the application without a hearing.

(C) Construction within existing structure - If the applicant will not be adding floor area, and instead has submitted ~~a complete~~ an application for an accessory dwelling unit entirely within the existing space of a single-family residence or accessory structure, then ~~the requirements of section 16-469 (“Exception for Accessory Dwelling Unit Within Existing Single Family Residence or Accessory Structure”)~~ shall apply within one-hundred 120 days of the director receiving an application for the accessory dwelling unit, the director shall ministerially approve the application without a hearing.

(D) Historic district or historic property - If the applicant submits ~~a complete~~ an application for an accessory dwelling unit within a designated historic district or on a parcel with a historic designation by the City, County of Ventura, State of California, and/or U.S. Department of the Interior, or on a property that is within the 2005 Downtown Oxnard Historic Resources Survey

area, the application will default to applicable permitting procedures for development of a new housing unit in that location, except that the accessory dwelling unit application and use is allowed pursuant to Cal. Gov't Code Section 65852.2.

(Ord. No. 2914, 2925)

SEC. 16-467. STANDARDS FOR REVIEW.

Except as provided in Section 16-469, (~~"Exception for Accessory Dwelling Unit Within Existing Single Family Residence or Accessory Structure"~~ "Fire Safety Exception to Setback Requirements for Accessory Dwelling Unit"), all accessory dwelling units shall meet or exceed all of the following standards:

(A) Zoning compliance - Except as otherwise provided herein, the primary residence and the accessory dwelling unit shall meet current applicable requirements ~~for interior yard space, height, landscaping setbacks, and parking~~ for the zone in which the primary residence and the accessory dwelling unit are located. The accessory dwelling unit shall not be considered when calculating the maximum number of dwelling units permitted by the underlying zone designation.

(B) Residentially zoned - The lot must be zoned R-1, R-1-PD, R-1-7-PD, R-10-PD, R-1-8-PD ("Single-Family"), R-2, R-2-PD ("Multiple Family"), R-3, R-3-PD ("Garden Apartment"), and C-2 ("General Commercial") or CBD ("Central Business District") with approval of a special use permit.

(C) Single-family dwelling - There must be an existing or proposed single-family dwelling on the lot, and the single-family dwelling must be ~~either a legal noneconforming, or legal~~ residence.

(D) No passageway - No passageway, breezeway, or other type of covered passageway that is not fully enclosed and/or conditioned space shall be ~~required in conjunction with~~ allowed to connect the construction of primary dwelling unit to an accessory dwelling unit.

(E) Setbacks for garage units - All otherwise applicable setback requirements apply except that in no event shall:

(1) A setback be required for a garage that is converted to an accessory dwelling unit, or

(2) A required setback exceed five feet from the side and rear lot lines for an accessory dwelling unit that is constructed ~~above a~~ as an addition to an existing garage.

(F) ~~Kitchen Functional Areas~~ - The accessory dwelling unit shall comply with all applicable habitability standards. The accessory dwelling unit shall contain its own an independent kitchen facility and bathroom facility separate from the primary unit. The kitchen facility that shall include at least one of each of the following features: (i) sink; (ii) refrigerator of more than five cubic feet capacity; and (iii) range or cooktop. The accessory dwelling unit shall ~~comply include a separate bathroom with all applicable habitability standards sink, toilet, and bathing facility; and separate or combined living and sleeping areas.~~

(G) Foundation - The accessory dwelling unit shall be constructed on a permanent foundation, complying to the California Building Standards Code.

(H) Architecture - An attached or detached accessory dwelling unit shall comply with the architectural standards of Section [16-23](#) and shall be of materials, colors and in a style which are each compatible with the primary residence, or as reasonable as determined by the director.

(I) Public utilities - The accessory dwelling unit shall be served by adequate public utility facilities including, but not limited to, electric, sewer, water and streets, as certified by the public works director. Accessory dwelling unit shall not be considered by a local agency, special district, or water corporation to be a new residential use for the purposes of calculating connection fees or capacity charges for utilities, including water and sewer service. Where an accessory dwelling unit is created within an existing structure (primary or accessory), no new utility connection or payment of impact fees shall be required. For any other accessory dwelling unit, a local agency, special district, or water corporation may require a new or separate utility connection directly between the accessory dwelling unit and the utility. Any connection fee or capacity charge shall be proportionate to the burden of the proposed accessory dwelling unit, based upon either its size or the number of its plumbing fixtures, upon the water or sewer system. This fee or charge shall not exceed the reasonable cost of providing this service.

(J) Separate entrances - The accessory dwelling unit shall have ~~an~~ one entrance separate from the entrance to the primary residence. Only one of the entrances may be visible from the front yard of the primary residence unless the primary and accessory dwelling unit entrances are designed in a manner that maintains the appearance of a single-family dwelling. An entrance leading to a foyer with entrances leading from the foyer to the primary dwelling unit and the accessory dwelling unit is allowed. An accessory dwelling unit shall have one primary entrance similar in design to that of the primary dwelling unit. Secondary exterior access including sliding doors, french doors, etc. may be provided in accordance with applicable development standards.

(K) Occupancy by owner - The primary residence or the accessory dwelling unit shall be occupied by the property owner, and the property owner shall annually certify to the city such occupancy ~~in a manner similar to the annual renewable reasonable accommodation self-certification process accordance with the ADU permit conditions of approval.~~ An owner may be absent from the primary or accessory dwelling unit for up to 12 months during any 36-month period. A property owner who will be absent for more than 12 months may obtain an additional 12 months' absence with director approval if the director determines the approval will not be detrimental to the neighborhood. Before a certificate of occupancy is issued for the accessory dwelling unit, an agreement affecting real property shall be recorded against the property that imposed ~~s~~ specific restrictions on the property including occupancy by owner of the property, the accessory unit not being for sale separate from the primary residence and limitations on rentals. The language of the agreement affecting real property shall be approved by the city prior to its recordation.

(L) Not for sale - The accessory dwelling unit shall not be ~~intended to be sold~~ or offered for sale separately from the primary residence.

(M) Rentals - Either the accessory dwelling or the primary residence may be rented, but not both. Rental terms shall be 30 days or longer.

(N) Only one accessory dwelling unit - No more than one accessory dwelling unit may be constructed on any legally existing lot or combinations of lots that are developed as one residential use.

(O) Sprinklers - Fire sprinklers are required for any accessory dwelling unit if they are required for the primary residence.

(P) Building code - All building standards code requirements that apply to detached dwellings apply to accessory dwelling units.

(Q) Minimum and Maximum floor area-Gross Floor Area -

(1) Detached unit - If the accessory dwelling unit is detached from the existing primary dwelling unit, then the accessory dwelling unit's unit maximum permissible floor area shall be 50% of the square footage of the existing or proposed primary residence, not including garage floor area, except that ~~the maximum~~ that floor area shall ~~not be~~ no less than 600/220 gross square feet, or more than 1,200 gross square feet. ~~except that the otherwise applicable maximum permissible floor area shall be increased to the extent necessary for ADA compliance; provided, however, that at least an efficiency unit (as that term is defined by Cal. Health and Safety Code, Section 17958.1) shall be allowed to be constructed in compliance with the local development standards.~~

(2) Addition to existing residence for accessory dwelling unit - If the accessory dwelling unit is attached to an existing primary dwelling unit, and the accessory dwelling unit floor area is added to the existing primary dwelling unit, then the gross square feet and the maximum floor area the applicant may add is 50% of the gross square footage of the primary residence, not including garage floor area, except that the ~~maximum floor area~~ shall be no less than 600/220 gross square feet, or more than 1,200 gross square feet. ~~except that the otherwise applicable maximum permissible floor area shall be increased to the extent necessary for ADA compliance; provided, however, that at least an efficiency unit (as that term is defined by Cal. Health and Safety Code, Section 17958.1) shall be allowed to be constructed in compliance with the local development standards.~~

(3) Construction entirely within existing structure – If the accessory dwelling unit is developed entirely within the existing primary residence and/or accessory structure, the ADU shall be the smaller of the two units and the minimum floor area of the ADU shall be no less than 220 gross square feet and the maximum no more than 1,200 gross square feet.

(4) An accessory dwelling unit may be constructed concurrently with construction of an addition to the primary dwelling unit that, by and of itself, meets applicable zoning district development standards for a primary dwelling unit. The minimum and maximum allowed accessory dwelling unit floor areas shall be based on the total size of the primary dwelling unit plus any additions integrated within only the primary dwelling unit, not including garage floor area.

(Ord. No. 2914, 2925)

SEC. 16-468. OFF-STREET PARKING.

- (A) ~~(A)~~ Parking requirements - The requirements of ~~Municipal Oxnard City Code Section 16-622~~(F) (entitled "Schedule of Vehicle-Off-Street Parking Requirements") apply, where not specified in this section, ~~where not specified in this section.~~
- (B) Off-Street Parking requirements for accessory dwelling units shall not exceed one parking space per unit or per bedroom, whichever is less. These spaces may be provided as tandem parking. The accessory dwelling unit parking space(s) may not be located in the required front yard setback.
- (C) Off-street parking is not required in any of the following instances when the Applicant demonstrates that:
- (1) The accessory dwelling unit is located within one-half mile of public transit, including transit stations and bus stations;
 - (2) The accessory dwelling unit is located within an architecturally and historically significant historic district;
 - (3) The accessory dwelling unit is constructed entirely within the proposed or existing primary dwelling unit or an accessory structure;
 - (4) When on-street parking permits are required by the City but not offered to the occupant of the accessory dwelling unit; or
 - (5) When there is a car share vehicle located within one block of the accessory dwelling unit.
- ~~-(B) (D)~~ Demolished or converted required parking spaces - When a required garage, carport, or covered parking structure for the primary unit is demolished or converted in conjunction with the construction of an accessory dwelling unit, required parking for the primary unit shall be provided on the property, outside of the front yard setback, and on a city approved pad or structure ~~in compliance with applicable Oxnard City Code requirements.~~

SEC. 16-469. FIRE SAFETY EXCEPTION TO SETBACK REQUIREMENTS FOR ACCESSORY DWELLING UNIT WITHIN EXISTING SINGLE FAMILY RESIDENCE OR ACCESSORY STRUCTURE.

Notwithstanding any other provision of this code to the contrary, the director shall, ~~without a hearing, not~~ ministerially approve ~~a complete an~~ application for a permit to create an accessory dwelling unit if ~~all of the following apply:~~

- ~~-(A) The unit is contained entirely within the existing space of a single family primary residence or legal accessory structure (without adding floor area to the existing residence or accessory structure).~~
- ~~-(B) The unit will be on a lot with a zoning designation listed in section 16-467(B).~~
- ~~-(C) There will be only one accessory dwelling unit on the lot.~~
- ~~-(D) The accessory dwelling unit has independent exterior access from the existing residence.~~
- ~~-(E) The accessory dwelling unit side and/or rear setbacks are insufficient for fire safety as determined by the fire marshal.~~

~~(F) Fire sprinklers are provided to the same extent that they are required for the primary residence.~~

(Ord. No. 2914, 2925)

SEC. 16-469.5. ACCESSORY DWELLING UNIT IN GENERAL COMMERCIAL (C-2) AND CENTRAL BUSINESS DISTRICT (CBD) ZONES.

Accessory dwelling units are allowed in the General Commercial (C-2) zone and in the Central Business District (CBD) zone, subject to Downtown Development Code amendments, upon the issuance of a special use permit pursuant to Division 3, Section 16-530 of the Municipal Oxnard City Code if the lot is developed with only a one legal single-family unit. (Ord. No. 2914, 2925)

SEC. 16-469.6. EXCEPTIONS FOR LARGE LOTS WITH A PROPOSAL FOR NEW PRIMARY DWELING UNIT

Notwithstanding any other provision of this code to the contrary, the Director shall consider a request for a Development Design Review (DDR) permit to develop a new primary housing unit and designate an existing housing unit as the accessory dwelling unit if all of the following apply:

- (A) The qualifying legal lot is at least 10,890 (¼ acre) square feet.
- (B) Contiguous lots must be under the same ownership and shall be required to complete a lot merger.
- (C) The existing legal single-family housing unit is not greater than 1,200 square feet in size, not counting an attached or detached garage, or as determined by the Director.
- (D) The lot complies with zoning designations listed in Section 16-467(B).
- (E) The proposed new housing unit is situated on the lot in compliance with applicable zoning setbacks and uniformly applied development and parking standards.
- (F) The proposed new housing unit shall be at minimum of twice the size of the existing dwelling unit now designated as the accessory dwelling unit, not counting an attached or detached garage.
- (G) That approved plans, certificate of occupancy, and related documents shall reflect that the existing housing unit is classified as the accessory dwelling unit and subject to Sections 16-467(F)/-(I) / -(J)/ -(L)/ -(M)/ -(O)/ -(P) and the newly constructed housing unit is classified as the primary unit and subject to Sections 16-467(K)/ -(M)/ -(P).

Accessory Dwelling Unit Zone Text Amendment

Planning & Zoning Permit No. 19-580-01

Jeffrey Lambert, Community Development Director
Chris Williamson, Contract Planner

City Council Meeting
May 7, 2019

Request

- Introduce an ordinance (title only, waive 2nd reading) proposing Accessory Dwelling Unit (ADU) Zone Text Amendment (ZTA).
- Approve ordinance adopting proposed ADU ZTA.

Background

Accessory Dwelling Unit - Formerly a second unit or granny unit. Is a legal housing unit created by:

1. Converting room(s) in a house or a garage.
 2. Adding square footage to a primary unit or accessory structure.
 3. Constructing new structure on property.
 4. Any combination of 1 - 3.
- Generally, 'by right' on parcels with one Primary Unit.
 - Not allowed in Coastal Zone.

Background

- State ADU law adopted in 2016.
- City amends Code in December, 2016 (Ord. No. 2914).
- State issues ADU Guidelines.
- 2013-2021 Housing Element certified in January, 2017.
- City amends Code in October, 2017 (Ord. No. 2925).
- State adopts ADU 'Clean Up' legislation in 2017.
- This Code amendment achieves:
 - Consistency with 2017 State law,
 - Housing Element Program 6 implementation progress,
 - Follow up to Oct. 2017 Council hearing.

Consistency with State ADU Law

- Clarifies ADU conversion of garage or carport.
- Requires proportional utility fees.
- Sets maximum ADU parking at one space.
- Allows parking in any configuration.
- Defines ‘tandem’ as two or more vehicles.
- Adds “with proposed unit” to ADU definition.
- Removes word “complete” before “application.”

Housing Element Program 6

- Reduces minimum size to 220 gsf (size of Efficiency).
- Clarifies annual certification process.
- Clarifies concurrent application with Primary Unit.
- Clarifies fire safety exception to ADU setbacks.
- Adds reference to proposed Downtown Code.
- Establishes Special Use Permit ADU Exception for large properties with small Primary Unit.

Follow up Oct. 10, 2017 Council

- Adds “Efficiency Dwelling Unit” in Definitions (16-10)
- Clarifies “studio” “efficiency” and “single” are the same meaning for purposes of an ADU.
- Adds habitability requirements (sink, range, etc.)
- Note that parking standards are set by State law.

Planning Commission

- February 7, 2019.
- Public testimony from Ms. Barbara Macri-Ortiz.
- Discussed various options and issues.
- Unanimously recommended with two policy changes:
 - Qualifying Minimum Parcel Size
Reduce from 10,890 gsf to 9,000 gsf.
 - Minimum ADU Size
Change from “twice the size” to “110 percent the size” of the existing dwelling unit.

Housing and Economic Development Committee

- April 9, 2019 committee meeting
- Discussed various options and issues.
- Committee had a split vote on the two recommended changes:
 - 2:1 in favor of reducing the qualifying property size from 10,890 square feet (sf) to 9,000 sf; and
 - 2:1 in support of staff's position that the minimum size of the new primary unit should remain at twice the size of the ADU, with a maximum of 1,200 sf.

“ADU Exception” Example

- Property is 12,000 gsf. (‘double lot’)
- Existing legal unit is 1,000 gsf. (built about 1950)
- Special Use Permit to:
 - a. New Primary Unit at least 2,000 gsf.
 - b. Complies with zoning and parking requirements.
 - c. Existing unit becomes ADU at 50% of Primary Unit.
 - d. Recorded as condition of approval.
 - e. One new parking space required for ADU.

ADU Size Survey

City/County	Minimum	Maximum of Primary Unit*
County	220 sf	50%
Camarillo	220 sf	30%
Ventura	Not Specified	50% or 750 sf
Fillmore	800 sf	30%
Santa Paula	Not Specified	50%

* Maximum 1,200 sf per State Law

Environmental Review

- ADU ZTA is not considered a project under the California Environmental Quality Act (CEQA).
- CEQA Guidelines Section 15061(b) “General Rule” exemption applies when no potential for causing significant effect on the environment.
- Statutory Exemption 15282(h) also applies specific to ADU ordinances.

Recommendation

That the City Council

- Provide policy direction regarding the two ADU ordinance modifications; and
- Approve an ordinance (waive 2nd reading) amending Chapter 16, Article II and Article V, Division 13 of the Oxnard City Code (PZ No. 19-580-01) pertaining to Accessory Dwelling Units.



CITY COUNCIL AGENDA REPORT
REPORTS
AGENDA ITEM NO. N.1.

DATE: May 7, 2019
TO: City Council
FROM: Kevin Riper, Chief Financial Officer, (805) 385-7475, kevin.riper@oxnard.org
SUBJECT: General Fund Budget Projections. (15/10/5)

RECOMMENDATION

That the City Council receive an update on the latest budget projections for the General Fund. (Finance & Governance Committee approved 3-0)

BACKGROUND

As the FY 2019-20 budget preparation process moves into high gear, staff wishes to update the Council on the latest projections of the General Fund (revenues, expenditures, and ending fund balance) for the current fiscal year, FY 2018-19, and for the upcoming budget year, FY 2019-20.

Revenues

Eighty percent (80%) of General Fund revenues are from taxes. Property taxes account for more than two-fifths of total General Fund revenue, and sales taxes for one-fourth. Business license taxes, franchise fees, and transient occupancy (hotel) taxes account for 11 percent of total revenue. Non-tax revenue to the General Fund (primarily service fees and charges and indirect cost reimbursement) accounts for the remaining 22 percent.

The forecast for FY 2019-20 calls for a year-to-year increase of 3.7 percent in property tax revenue. For sales tax, the State and local economy continues to expand slowly and steadily, but a timing quirk yields a projected decline in sales tax (2.2 percent) -- only because the current fiscal year revenue total has been inflated by an extra payment from the State (to all cities, not just to Oxnard) after the State fell behind in sales tax remittances and missed a payment during the last fiscal year (FY 2017-18). Underlying taxable sales activity in Oxnard continues near its long-term growth trend.

The other smaller tax sources and non-tax revenue are growing more slowly than property tax and sales tax such that overall General Fund revenue is projected to increase in FY 2019-20 by just 1.3 percent, or less than \$2 million, compared with the current fiscal year. The baseline forecast assumes no new General Fund revenue sources and no fee increases not already adopted.

Expenditures

Seventy-two percent (72%) of General Fund expenditures are for salaries and benefits of the City employees who deliver services to the community. Another 21 percent of General Fund expenditures are for materials, supplies, goods and services. Debt service, contingencies, and transfers out to other funds account for the remaining seven percent.

Mostly due to increased pension contributions to CalPERS, General Fund personnel costs at current staffing levels are

expected to increase from FY 2018-19 to FY 2019-20 by 6 percent, or almost \$6 million -- more than triple the projected growth in total revenue. City payments to CalPERS for all funds, not just for the General Fund, have doubled in the last nine years -- from \$17.5 million in FY 2010-11 to a projected \$34.86 million next fiscal year. For just the General Fund, City payments to CalPERS will increase in FY 2019-20 by about the same amount as General Fund revenue in total is expected to grow. In other words, increased pension costs alone will absorb all of the growth in General Fund revenue for the upcoming budget year.

A traditional contributor to increased personnel costs in most cities is staff overtime, mostly for public safety, but that trend has slowed in the last two years after a big jump in FY 2016-17. While total projected overtime costs in the General Fund for both the current and next fiscal years are slightly higher than the \$12.3 million in FY 2016-17, the FY 2017-18 figure was adversely affected by the City's response to the Thomas Fire, as was the FY 2018-19 total by the Woolsey Fire. Much of the fire-related overtime costs will eventually be reimbursed by the State and federal governments, so the ultimate impact to the General Fund will be mitigated.

In total, General Fund expenditures at current staffing and current service levels, meaning before any recommended program reductions or other savings, are projected to increase by almost \$7 million, or 5.5 percent, between the current fiscal year and the budget year, FY 2019-20.

Available General Fund Balance

The structural mismatch of just 1.3 percent projected General Fund revenue growth versus 5.5 percent projected expenditure growth produces a forecast of more than a \$9 million operating deficit for FY 2019-20 absent changes in service levels. That would be in addition to an estimated \$3 million operating deficit for the current fiscal year.

As a result, available General Fund balance at June 30 of this year (\$14.8 million) would equal only 11 percent of expenditures, compared with the policy goal of 18 percent. Projected fund balance at June 30, 2020 (\$5.6 million) would, under this current services scenario, be down to four percent of expenditures.

The General Fund projections for the two years combined frame the difficult policy choices arising for FY 2019-20 budget consideration and adoption.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to strengthen and stabilize the organizational foundation of the City in the areas of Finance, Information Technology, and Human Resources, and to improve workforce quality while increasing transparency to the public. This item supports the following goals and objectives:

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

Objective 2c. Create a standardized template to present financial and other data to the general public.

FINANCIAL IMPACT

This report has no financial impact.

COMMITTEE OUTCOME

The Finance & Governance Committee approved 3-0 on April 9, 2019, to forward this report to the Council.

Prepared by: Kevin Riper, Chief Financial Officer, Beth Vo, Budget Manager

ATTACHMENTS

1. Presentation- General Fund FY19 Estimates & FY20 Preliminary- May 7, 2019

GENERAL FUND YEAR-END ESTIMATES 2018-19 PRELIMINARY BASE 2019-2020

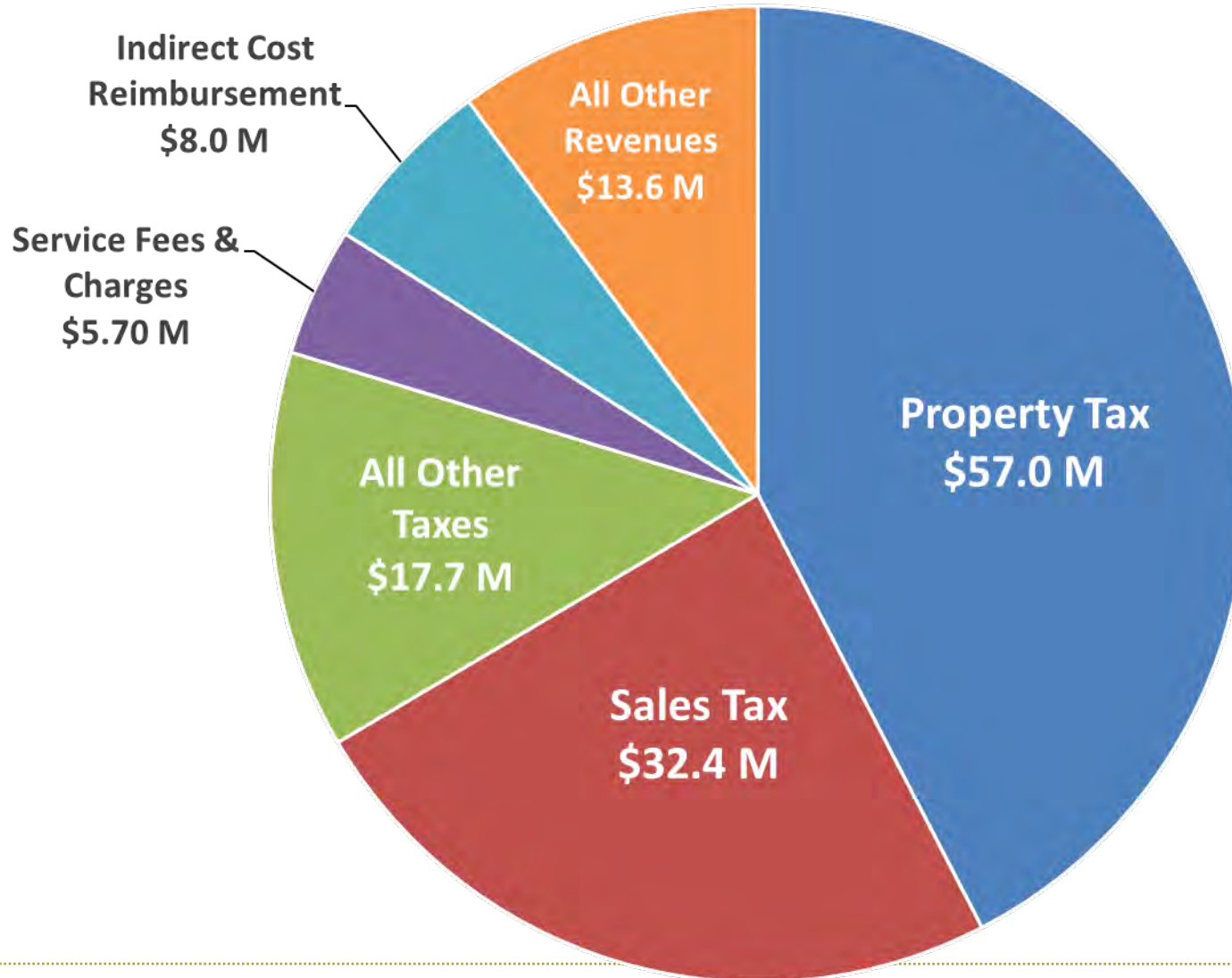
**Presented To: City Council
May 7, 2019**

Outline:

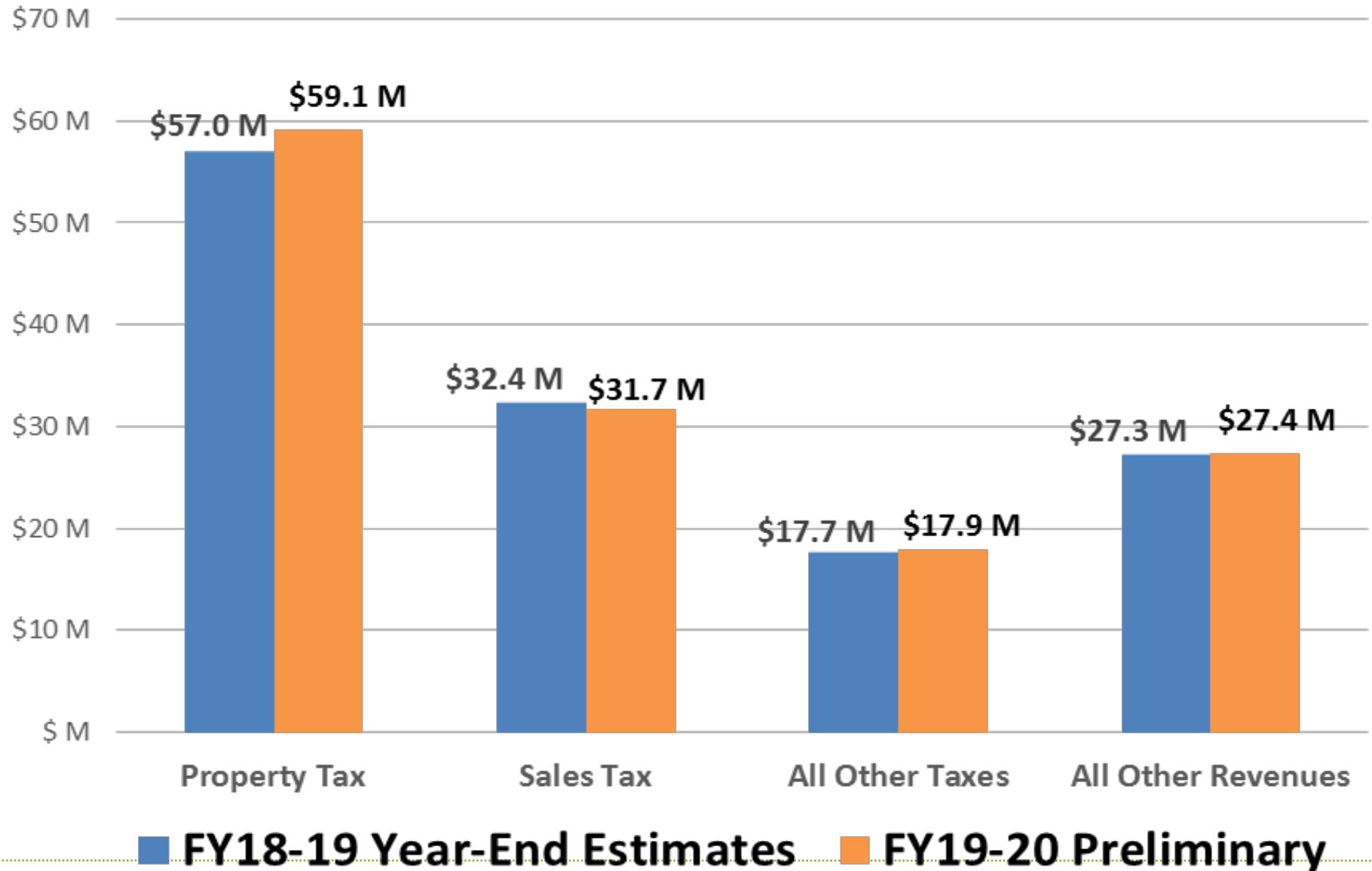
- **General Fund Revenues**
- **General Fund Expenditures**
- **Pension Costs**
- **Staff Overtime Costs**
- **General Fund Summary**
- **Next Steps**

General Fund Revenues

FY2018-19 Estimated Year-End \$134.4 (millions)

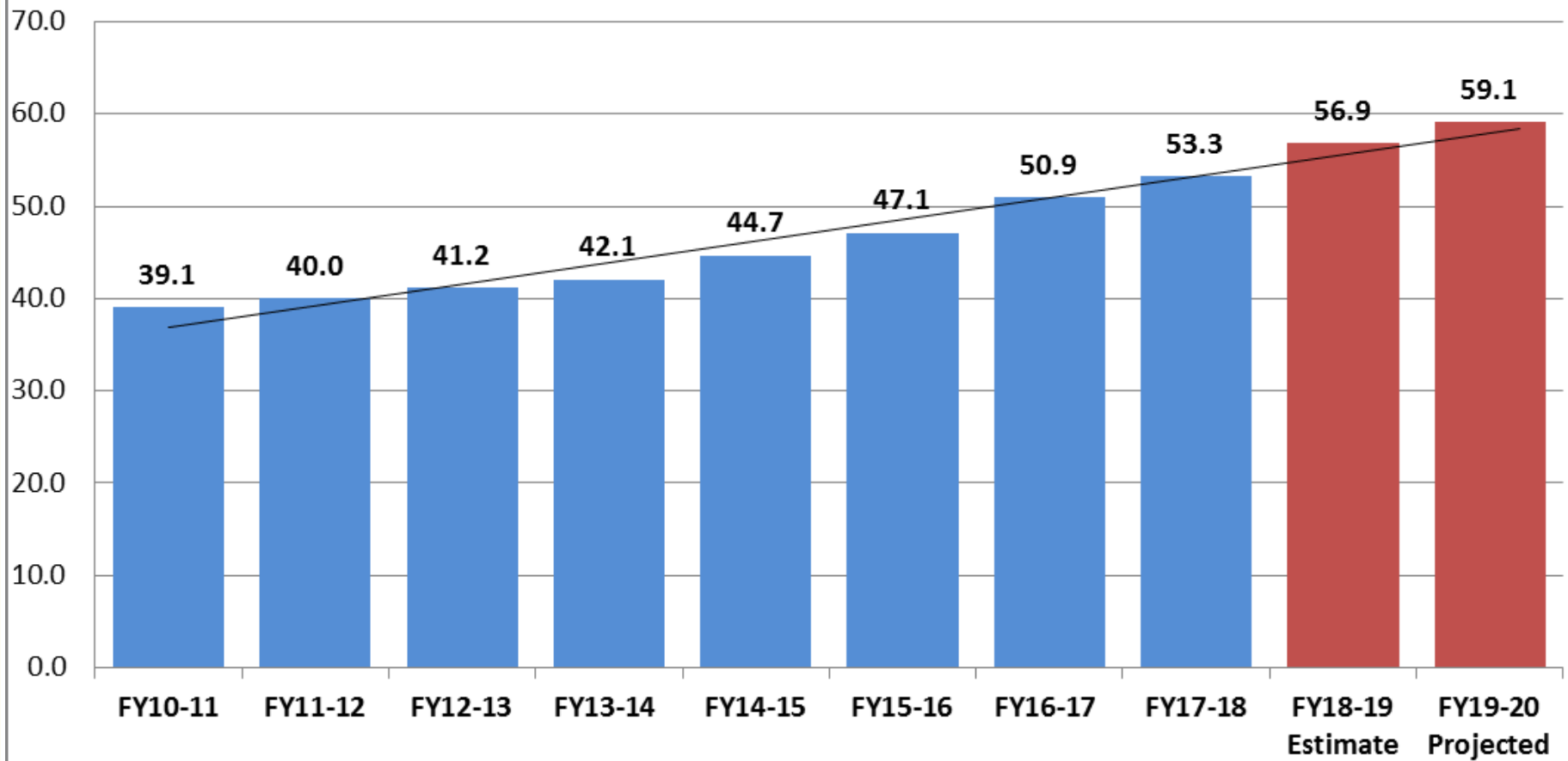


GENERAL FUND REVENUES (in millions)



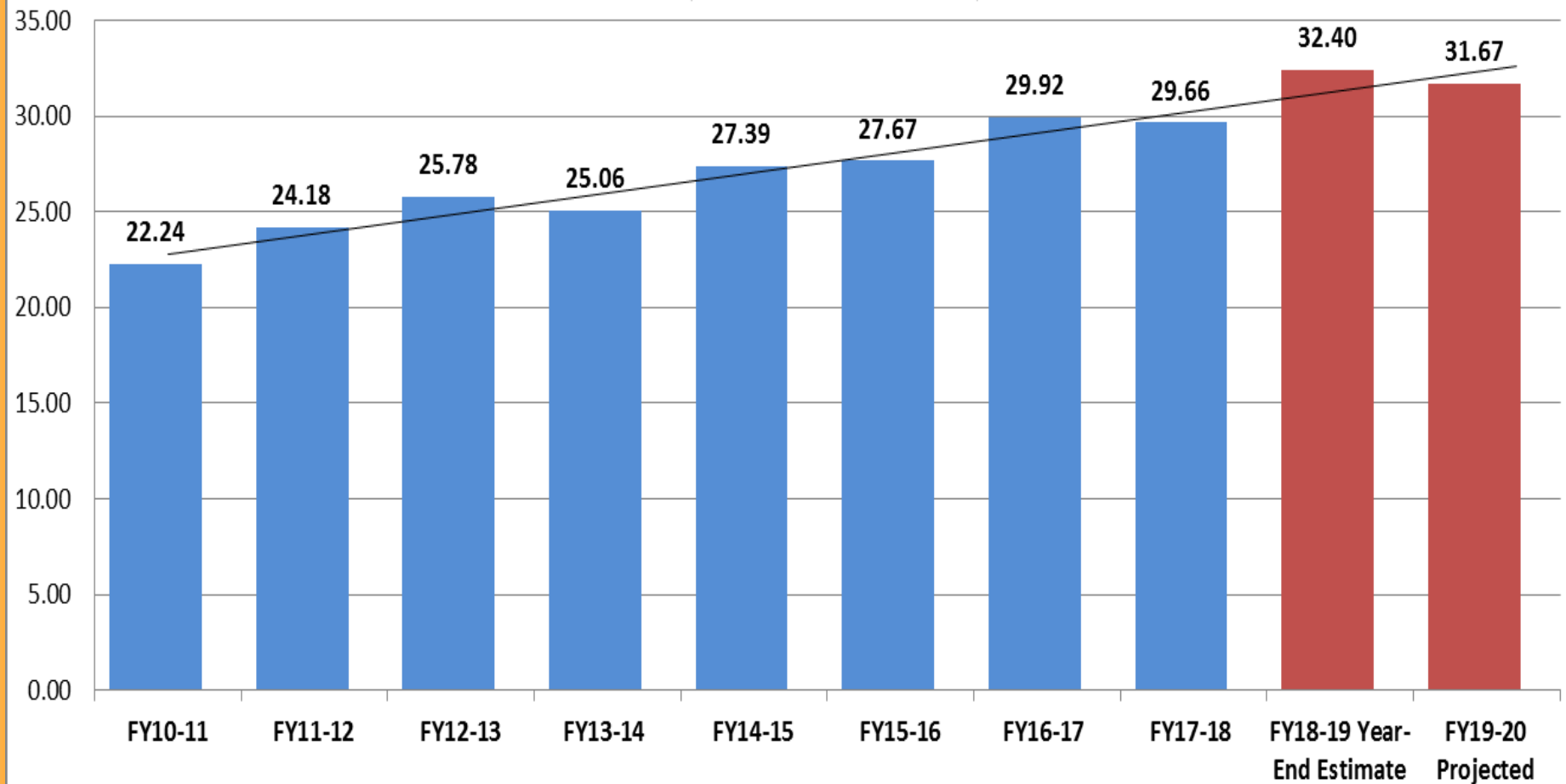
General Fund Revenues

Property Tax (in Millions) Average Annual Change 4.5%



General Fund Revenues

Sales Tax excluding Measure O (in Millions) Average Annual Change 4%



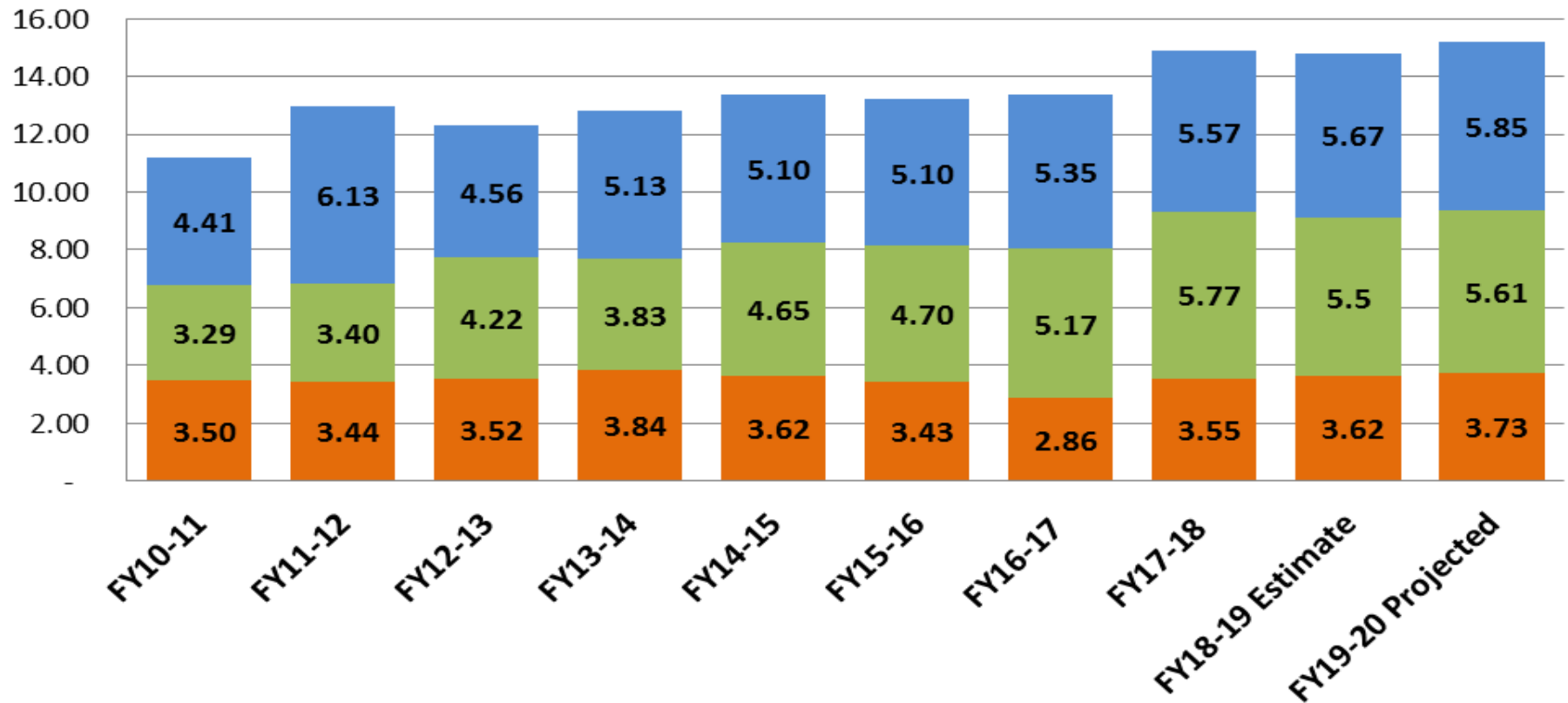
General Fund Revenues

Other Taxes (in Millions)

■ Business License Tax

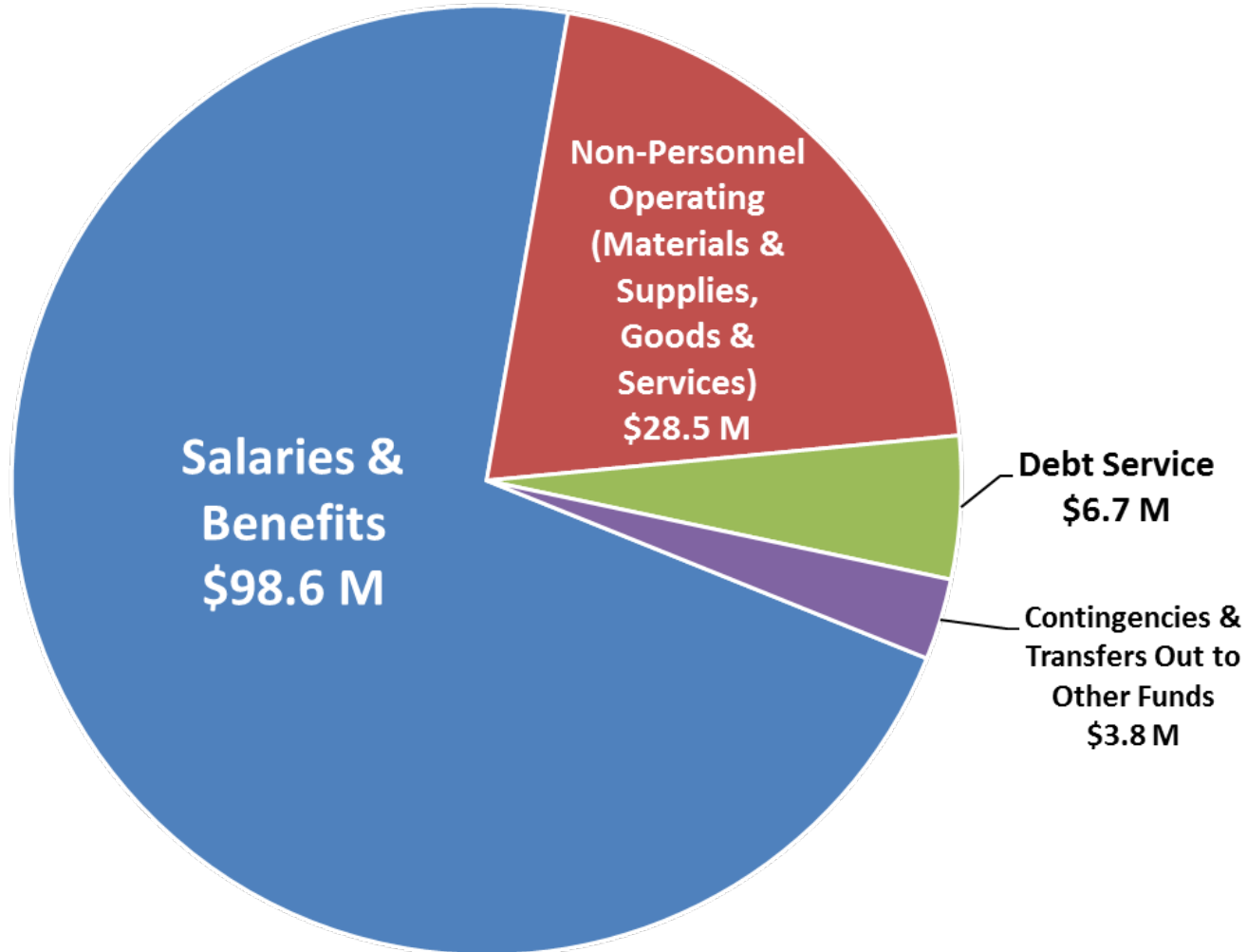
■ TOT

■ Franchises

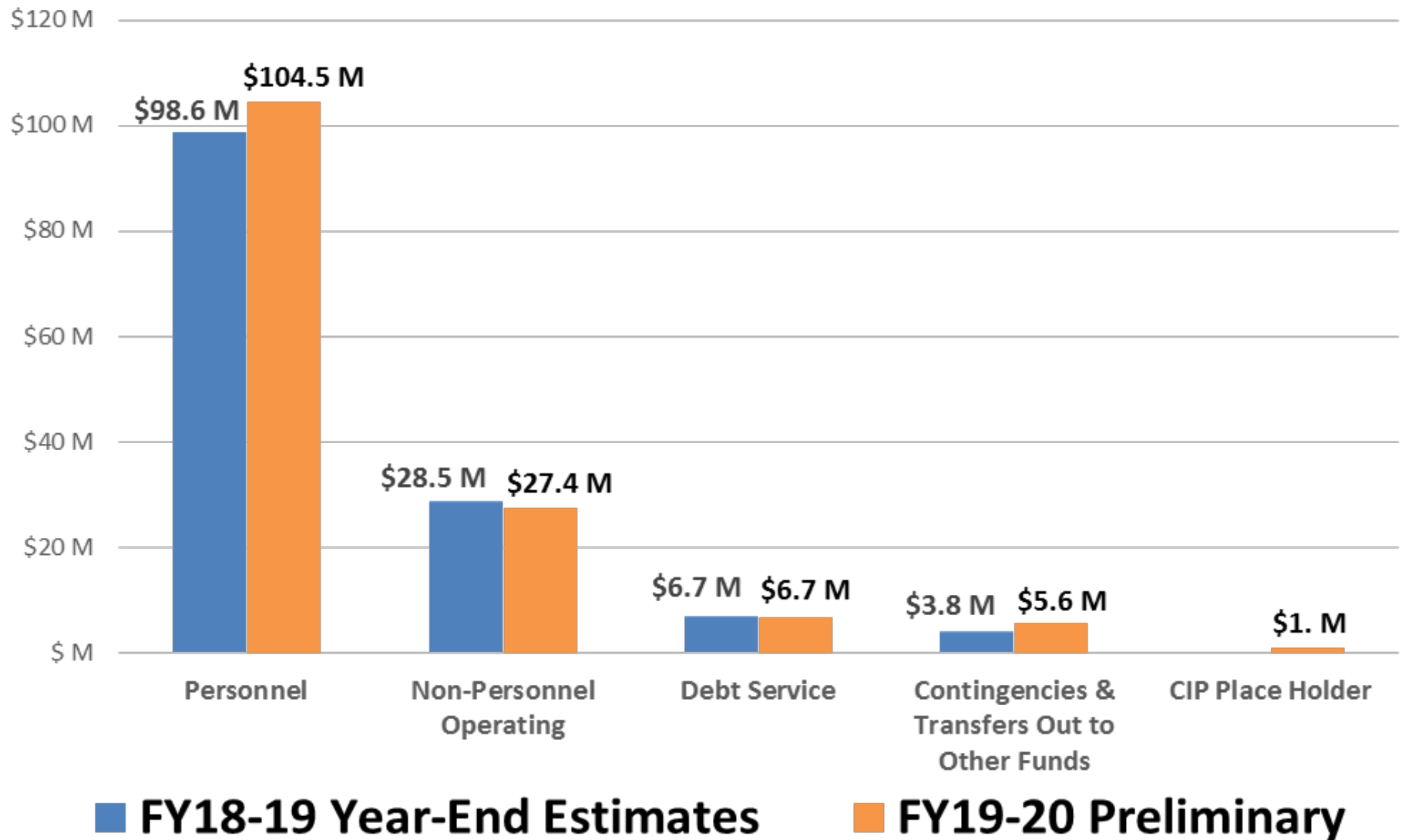


General Fund Expenditures by Type

**FY2018-19 Estimated Year-End
\$ 137.7 (millions)**

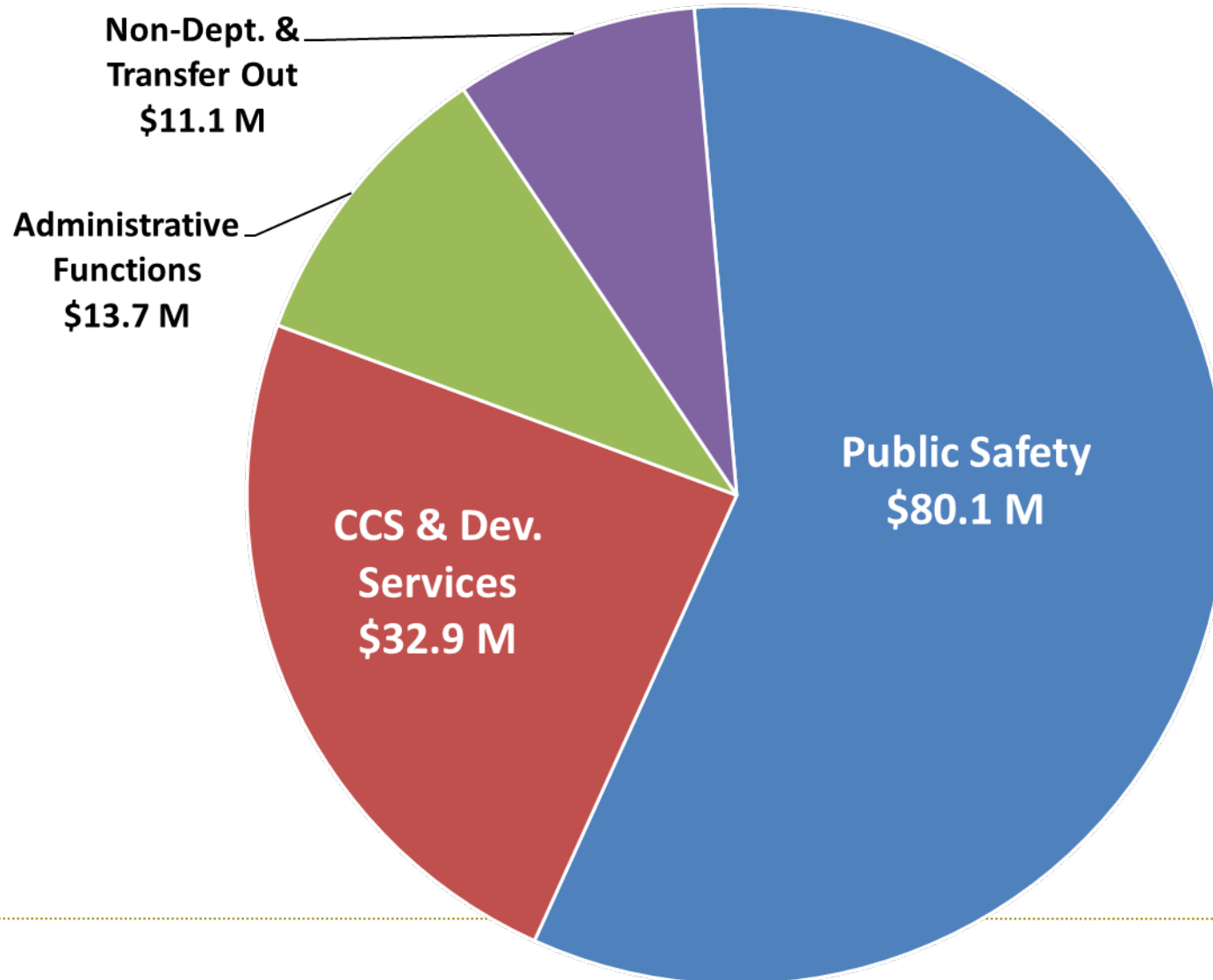


Expenses by Type (in millions)

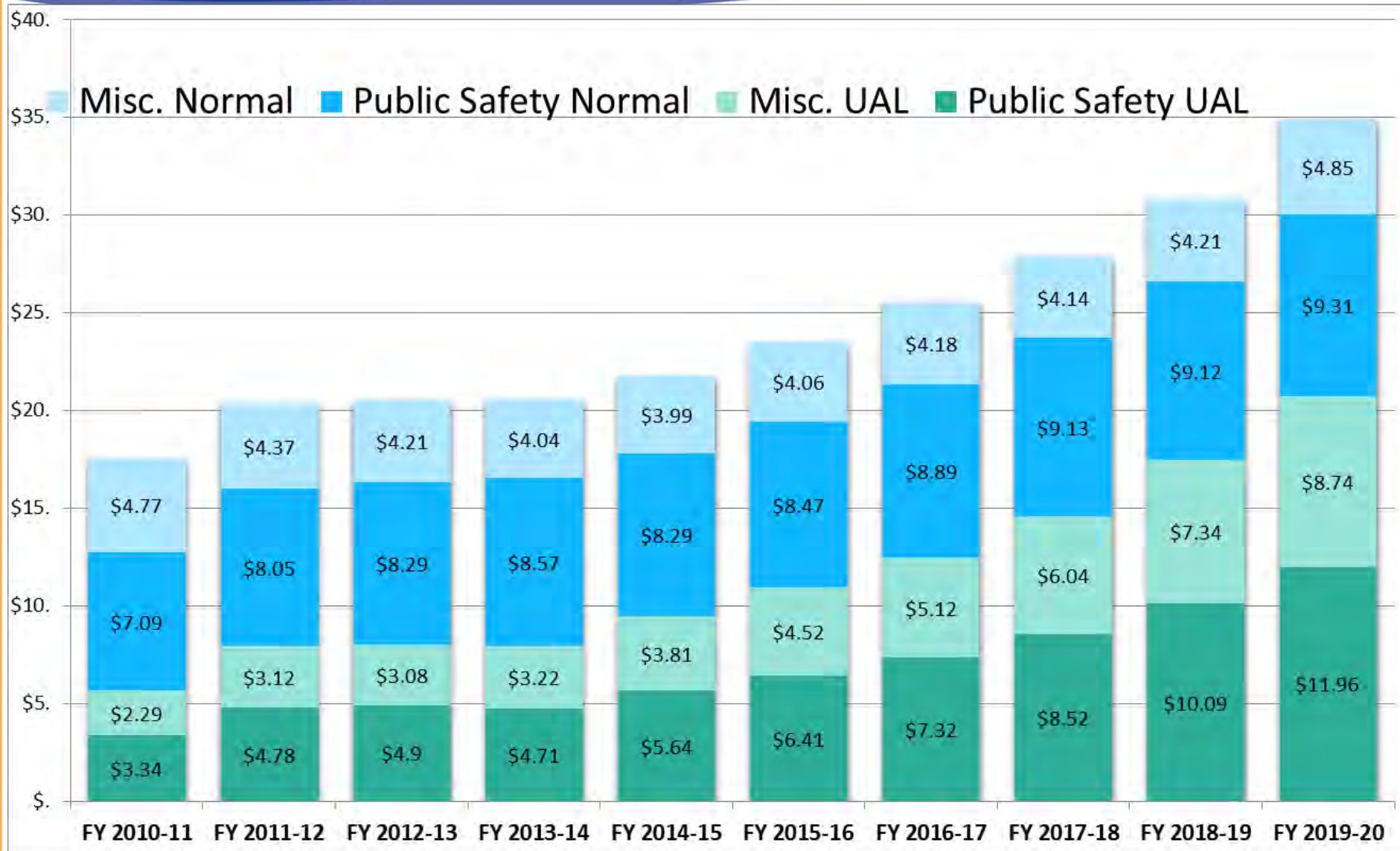


General Fund Expenditures by Department

FY2018-19 Estimated Year-End \$137.7 million

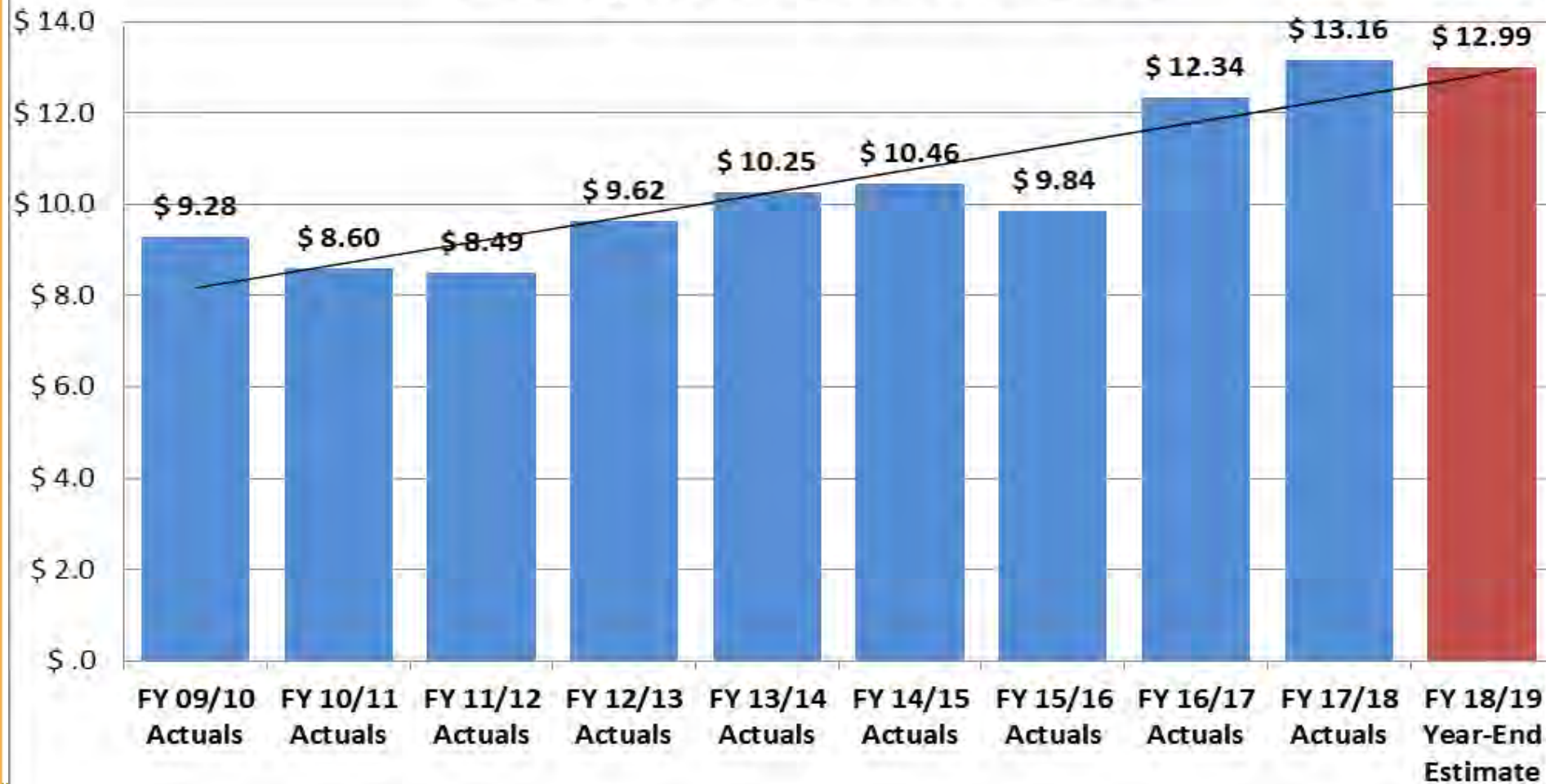


Trend for Pension Costs (in Millions)

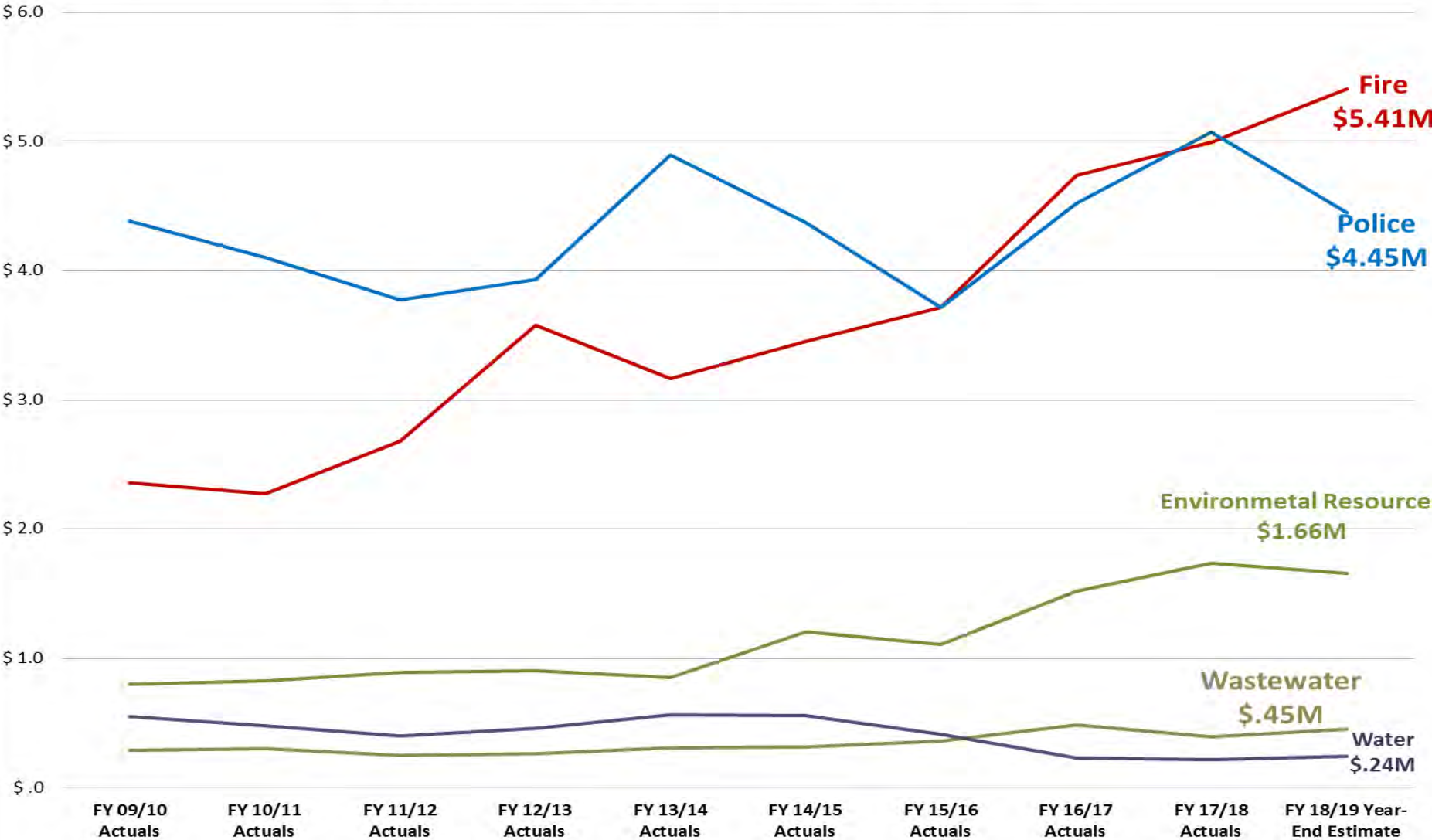


Trend for Staff Overtime (in Millions)

Overtime All Funds (in Millions) Average Annual Growth 3.7%



Overtime Trend Major Departments (in Millions)



General Fund Summary (In Millions)

	FY2018-19 Revised Budget	FY2018-19 Year-End Estimate	FY2019-20 Projected	% Change
Beginning Unreserved Fund Balance	\$18.07	\$18.07	\$14.79	
Revenues:				
Property Tax	56.55	56.97	59.1	3.7%
Sales Tax	31.	32.39	31.67	(2.2)%
All Other Taxes	14.89	15.57	15.98	2.6%
Indirect Cost Reimbursement	7.98	7.98	7.98	0.0%
All Other Revenues	24.41	21.46	21.36	(0.4)%
Total Revenues	\$134.82	\$134.38	\$136.09	1.3%
Expenses:				
Personnel	96.48	98.61	104.52	6.0%
Non-personnel operating	30.01	28.55	27.4	(4.0)%
Annual Debt	6.7	6.7	6.7	0.0%
Contingency & Transfer Out To Other Funds	3.53	3.8	5.64	48.3%
CIP FY19-20 (as place holders)	0.	0.	1.05	
Total Expenses	\$136.71	\$137.66	\$145.3	5.5%
Net Annual Activity	(1.89)	(3.28)	(9.21)	
Estimated Ending Unreserved Fund Balance	\$16.18	\$14.79	\$5.59	
Fund Balance as % of Expenses & Transfer Out	12%	11%	4%	
<i>Fund Balance - City Council Target</i>	18%	18%	18%	

Community Budget Meetings

**May 11th - Charles Blackstock Junior High School
10:00 a.m. to 12:00 p.m.**

**May 13th – Rose Avenue Elementary School
6:00 p.m. to 8:00 p.m.**

**May 15th – Oxnard Boys & Girls Club
6:00 p.m. to 8:00 p.m.**

**May 20th – RiverRidge Clubhouse
6:00 p.m. to 8:00 p.m.**

Next Steps

June 4, 2019

Public Hearing on Proposed Budget

June 18, 2019

**Council Consideration and Adoption of
FY 2019-20 Budget**

Recommendation

That the City Council receive an update on the latest budget projections for the General Fund.





CITY COUNCIL AGENDA REPORT
REPORTS
AGENDA ITEM NO. N.2.

DATE: May 7, 2019

TO: City Council

FROM: Phillip Molina, City Treasurer, (805) 385-7808, phillip.molina@oxnard.org

SUBJECT: The City of Oxnard Quarterly Investment Report for the period ending March 31, 2019. (5/5/5)

RECOMMENDATION

That the City Council review and accept the Report.

BACKGROUND

STRATEGIC PRIORITIES

FINANCIAL IMPACT

COMMITTEE OUTCOME

Prepared by: Phillip Molina, City Treasurer

ATTACHMENTS

1. Staff Report investment report March 2019
2. Attachment march 2019 detailed investments
3. Presentation treas 3rd Qtr fy 18-19 investment report to city council

Prepared By: Phillip S. Molina, City Treasurer

DATE: April 16, 2019

TO: Oxnard residents, Mayor and City Council

FROM: Phillip Molina, City Treasurer

SUBJECT: Investment Report for the Quarter ending March 31, 2019

RECOMMENDATION: That the City Council review and accept the report.

DISCUSSION:

The City of Oxnard's March 2019 investment report will be brief this reporting period. This report is submitted to the City Council pursuant to California Government Code section 53646 and the Investment Policy adopted by the City Council. This report reflects the monthly investment information in the similar format that has been presented in previous months along with the amounts in the Bank statements as of March 31, 2019.

First, it is our intention to show the public, the Mayor, and City Council the amounts in each city bank account so that you can see the percentage of available cash to the amount actually invested.

Next, we will show you in a bar chart the amounts invested separated by their maturity date or year. This will allow you to see the ladder or spread of the investments in order to generate a higher return.

Third, we identify the cash flows over the last 14 months so you can judge the management of the cash and determine whether there are periods during the year when more money is available for short periods overnight investments versus 2, 3, 4, or 5 year maturities.

Fourth, we will show you the daily cash position for March 29, 2019 so that you can see how the Treasurer's department reviews our cash balances each and every day to assure that the city has sufficient liquidity to cover its obligations.

And last, we provide you and the public with the detailed list of every investment that the city currently holds as of March 31, 2019.

This information is being provided to you using both charts and graphs. The charts are presented so that the Mayor, Council and the public can begin to learn the actual amounts in the city's accounts. The graphs are created in order to show trends, and relationships that are best understood in that method of presentation.

So while this report is brief in the number of pages, we hope to respond to any questions you may have.

FINANCIAL IMPACT

City Treasurer's quarterly investment report | 2019

The City's total amount invested as of March 29, 2019 at par value was \$212,685,000 at a cost of \$212,620,300.51. Effective management and investment of these funds provide a positive financial benefit to the City as long as each instrument is held until maturity.

Cash balances on March 29, 2019 in each authorized city bank account with Bank of America are:

City Treasurer's bank accounts	February 28, 2019	March 29, 2019
City's General Fund bank account	\$ 5,048,692.70	\$ 2,030,856.14
Successor Agency bank account	\$ 8,996,250.34	\$ 8,868,082.92
W/C (workers compensation) account	\$ 300,311.50	\$ 220,285.47
Parking Citations	\$ 146,982.00	\$ 177,187.50
TOTAL CASH IN BANK ACCOUNTS	\$ 14,492,236.54	\$ 11,296,412.03

(Pursuant to bank statements)

The total amount invested with a par value of \$212,685,000.00 with a market value of \$211,637,770.00 were purchased in order to provide greater return by diminishing the amount in LAIF and spreading that over the 2,3,4, and 5 year terms.

ITEM	February 28, 2019	March 29, 2019
Cost of investments (book value)	\$ 208,864,288.65	\$ 212,620,300.51
Par or face value	\$ 208,930,000.00	\$ 212,685,000.00
Market value as estimated	\$ 207,258,130.00	\$ 211,637,770.00
Total Earnings July 2018 -	\$ 2,627,367.03	\$ 3,015,805.25
Earned interest Yield this month	2.069%	2.210%
Gain/Loss if forced to sell today	\$ (1,606,158.65)	\$ (982,530.51)

(Through 3/29/19)

Next you will see the daily cash position report used to determine how much to invest each day.

2019 investment report

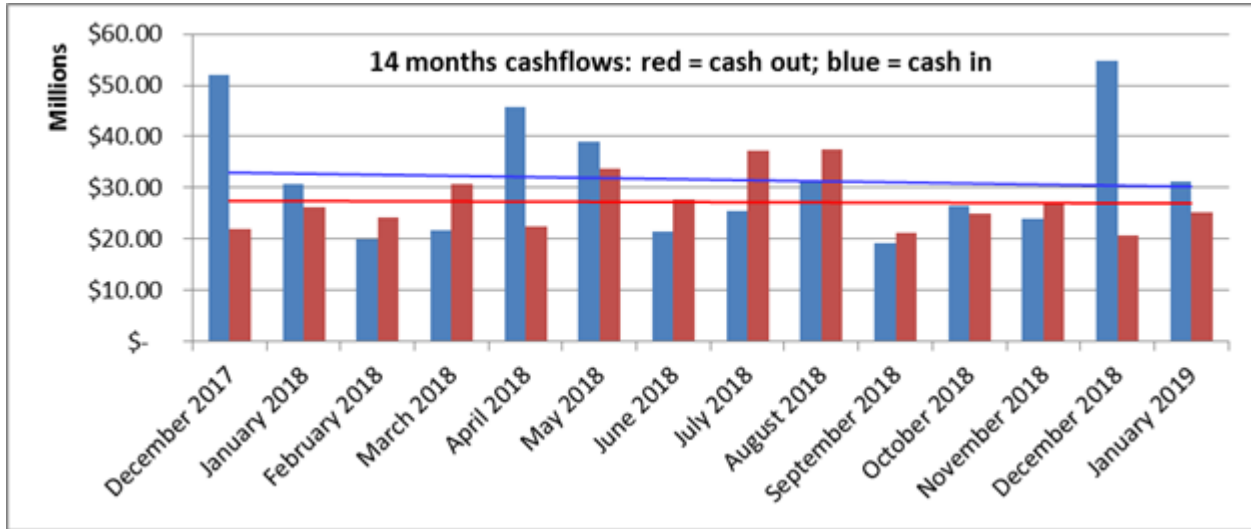
		DATE: 3/29/19
	CREDIT ESTIMATE	DESCRIPTION
Collected/Closing Avail Bal	4,081,329.97	As of 03/28/19
1 Day Float	178,406.31	As of 03/28/19
Credit Card Settlements	86,095.98	As of 03/28/19
UB Auto Pay		
LAIF Withdrawal	2,000,000.00	Conf# 1601170
Investment Coupon	281.92	
Investment Call/Maturity	245,000.00	
TOTAL CREDITS	\$ 6,591,114.18	
	DEBIT ESTIMATE	
Accounts Payable to Clear	400,000.00	
Payroll to Clear	100,000.00	
Direct Deposit	2,931,387.78	
Other	144,226.91	Shell
Other	743,026.18	B of A Lease
Other	1,011,691.15	Calleguas
Other	60,224.13	VCLA
Other	61,231.04	AIMS
TOTAL DEBITS	\$ 5,451,787.19	
COMPENSATING BALANCE	\$ 1,139,326.99	

Finally the cost of the investments, the face value, and the market value as of March 29, 2019 is provided so that at a glance you can see the summary of the entire portfolio, the risk, and the growth in earnings from the previously reported quarterly yield from 2.06% to 2.21% .

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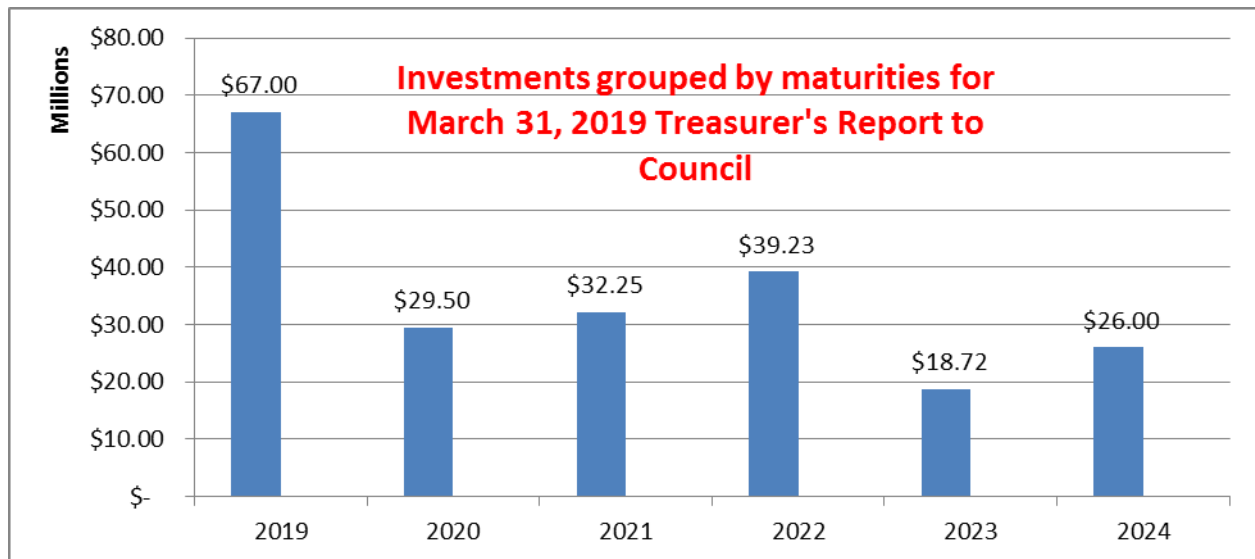
When we look at the monthly cash flows of over 14 months we found that the month with the highest cash outflow was August 2018 with an outflow of \$37.4 million. And the fact that we had \$37.0 million invested in LAIF, which can be drawn down within one day, means there should be no normal condition that would require the Treasurer to sell investments before their maturity.

City Treasurer's quarterly investment report | 2019



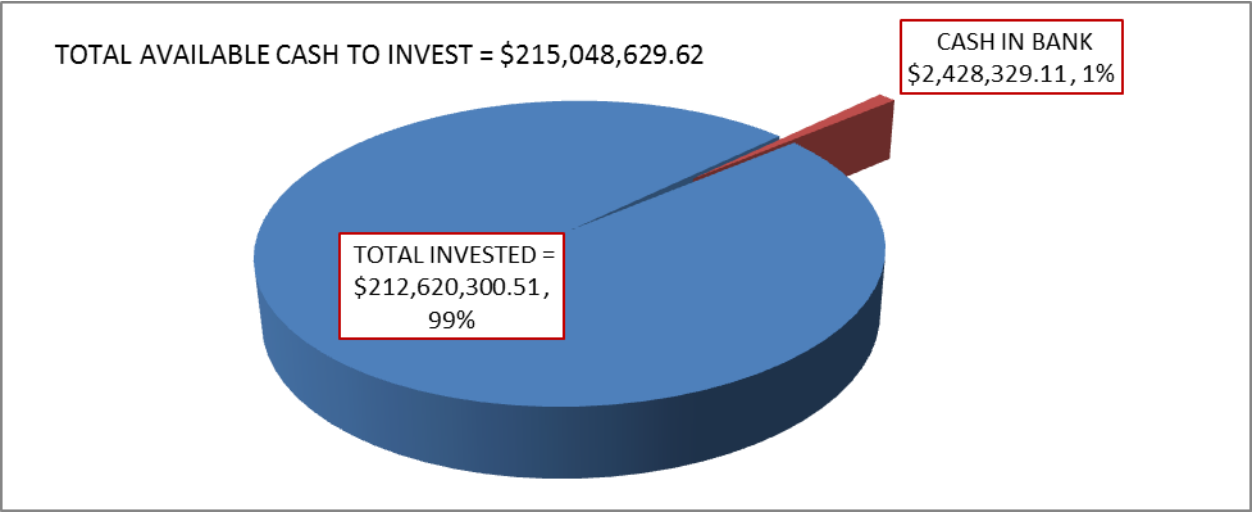
[Blue = Cash inflow

Red = Cash outflow]



Last we want to know how efficient is the investment team. To determine that we look at the amount of cash available to invest. Because the Successor Agency cash is not invested we exclude that bank amount from the determination. Next we look at the amount that is invested. Comparing the two figures will produce results showing that the investment group is 99.0 % efficient. Put another way, as of the end of March 2019 the team invested 99% of all available cash (note Successor Agency cash in the bank is excluded from this calculations as that money is not available for investing).

2019 investment report



ATTACHMENTS:

Attachment A: Inventory by Market Value as of March 2019. See attachment.

Inventory by Market Value

As Of Date: 03/31/2019

Date Basis: Settlement

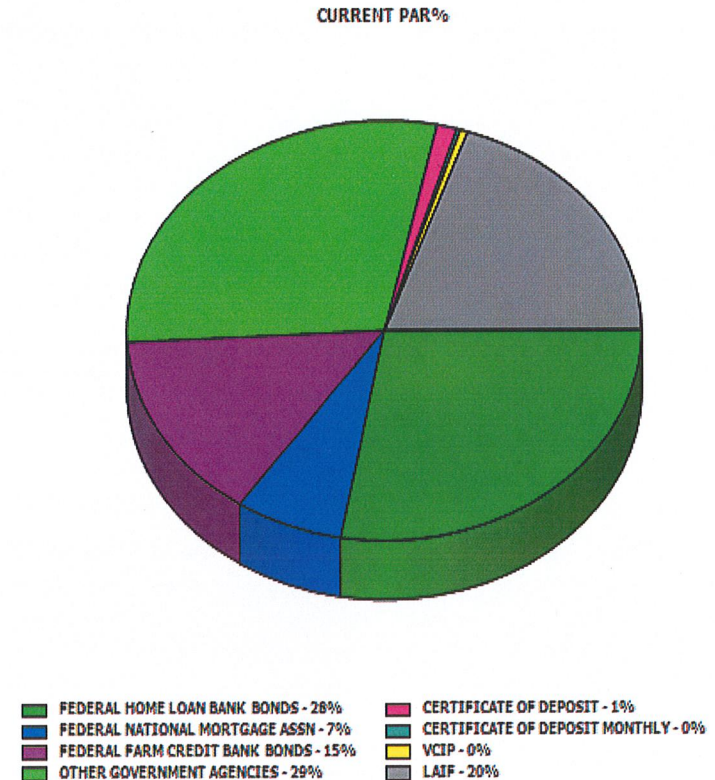
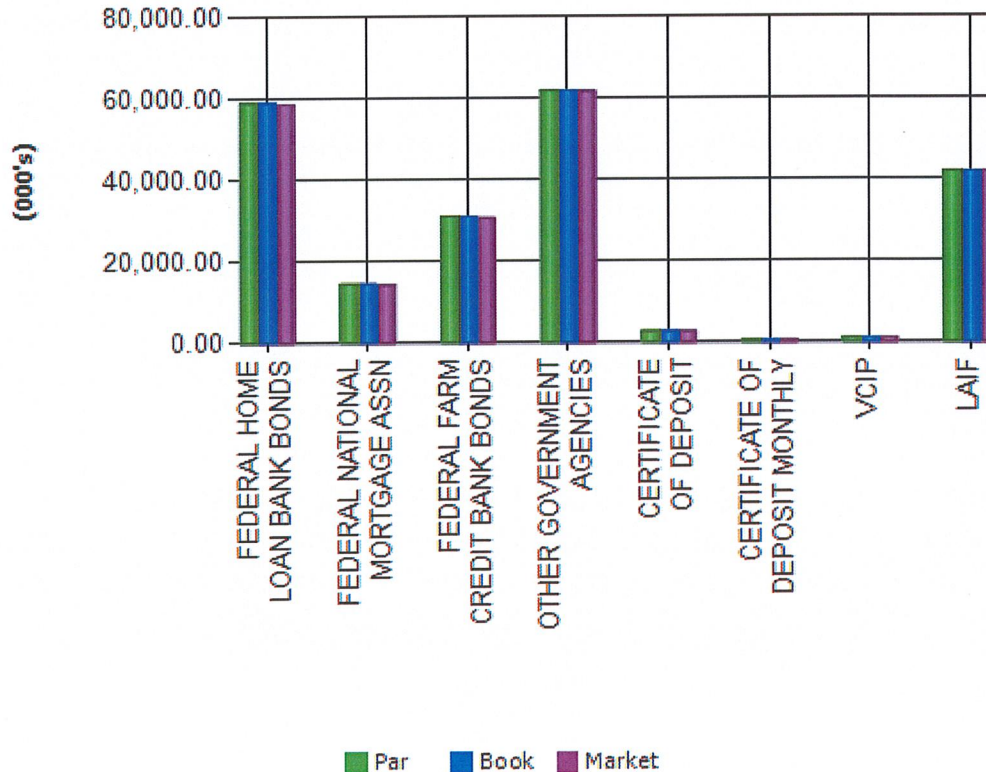
Run: 04/09/2019 12:36:33 PM

Reporting Currency: Local

City of Oxnard

Assets (000's)	Current Par	Current Book	Market	MKT/Book	Yield
FEDERAL HOME LOAN BANK BONDS	59,000.00	58,969.10	58,647.16	99.45%	2.38%
FEDERAL NATIONAL MORTGAGE ASSN	14,500.00	14,489.56	14,316.65	98.81%	1.56%
FEDERAL FARM CREDIT BANK BONDS	31,000.00	30,982.12	30,690.77	99.06%	1.74%
OTHER GOVERNMENT AGENCIES	62,000.00	61,994.53	61,798.19	99.68%	2.30%
CERTIFICATE OF DEPOSIT	2,695.00	2,695.00	2,695.00	100.00%	2.94%
CERTIFICATE OF DEPOSIT MONTHLY	490.00	490.00	490.00	100.00%	2.93%
VCIP	1,000.00	1,000.00	1,000.00	100.00%	1.22%
LAIF	42,000.00	42,000.00	42,000.00	100.00%	2.36%
Totals(000's)	212,685.00	212,620.30	211,637.77	99.54%	2.21%

Asset Allocation





INVESTMENT INVENTORY WITH PREMIUM/DISCOUNT REPORT

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Inv No.	Description	Purch Date Mat Date	CUSIP CPR/PSA	Coupon YTM TR	Sch Bk Price Duration	Original Face Notional Face	Unamort Premium Unamort Discount	Current Par Current Book	Amort Premium Amort Discount	Accrued Interest
Mat Date: 4/1/2019										
17090	VENTURA COUNTY INVE	01/24/2018		1.22000	100.00000	0.00	0.00	1,000,000.00	0.00	14,439.45
		04/01/2019	0	1.22000	.00300	0.00	0.00	1,000,000.00	0.00	
16434	LOCAL AGENCY INVEST	07/01/2002		2.35500	100.00000	0.00	0.00	42,000,000.00	0.00	249,368.32
		04/01/2019	0	2.35500	.00300	0.00	0.00	42,000,000.00	0.00	
Subtotal				2.32860	100.00000	0.00	0.00	43,000,000.00	0.00	263,807.77
				2.32860	.00300	0.00	0.00	43,000,000.00	0.00	
Mat Date: 9/6/2019										
16999	FNMA	09/06/2016	3136G34L6	1.12500	99.97911	2,000,000.00	0.00	2,000,000.00	0.00	1,562.50
		09/06/2019	0	1.16800	.43500	0.00	417.81	1,999,582.19	2,082.19	
Subtotal				1.12500	99.97911	2,000,000.00	0.00	2,000,000.00	0.00	1,562.50
				1.16800	.43500	0.00	417.81	1,999,582.19	2,082.19	
Mat Date: 9/27/2019										
17038	FHLMC	03/30/2017	3134GBFM9	1.57000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	348.89
		09/27/2019	0	1.57000	.49300	0.00	0.00	2,000,000.00	0.00	
17041	FHLMC	03/30/2017	3134GBFM9	1.57000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	348.89
		09/27/2019	0	1.57000	.49300	0.00	0.00	2,000,000.00	0.00	
17042	FHLMC	03/30/2017	3134GBFM9	1.57000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	348.89
		09/27/2019	0	1.57000	.49300	0.00	0.00	2,000,000.00	0.00	
Subtotal				1.57000	100.00000	6,000,000.00	0.00	6,000,000.00	0.00	1,046.67
				1.57000	.49300	0.00	0.00	6,000,000.00	0.00	
Mat Date: 10/21/2019										
17051	FFCB	04/26/2017	3133EHGA5	1.44000	99.99198	2,000,000.00	0.00	2,000,000.00	0.00	12,800.00
		10/21/2019	0	1.44800	.55200	0.00	160.35	1,999,839.65	239.65	
17052	FFCB	04/26/2017	3133EHGA5	1.44000	99.99198	2,000,000.00	0.00	2,000,000.00	0.00	12,800.00
		10/21/2019	0	1.44800	.55200	0.00	160.35	1,999,839.65	239.65	
Subtotal				1.44000	99.99198	4,000,000.00	0.00	4,000,000.00	0.00	25,600.00
				1.44800	.55200	0.00	320.70	3,999,679.30	479.30	
Mat Date: 10/25/2019										
17080	FHLMC	07/25/2017	3134GBXZ0	1.50000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	5,500.00
		10/25/2019	0	1.50000	.56300	0.00	0.00	2,000,000.00	0.00	
Subtotal				1.50000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	5,500.00
				1.50000	.56300	0.00	0.00	2,000,000.00	0.00	
Mat Date: 10/28/2019										
16994	FFCB	10/30/2015	3133EFKY2	1.36000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	11,560.00
		10/28/2019	0	1.36000	.57200	0.00	0.00	2,000,000.00	0.00	
Subtotal				1.36000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	11,560.00



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				1.36000	.57200	0.00	0.00	2,000,000.00	0.00	
Mat Date: 10/29/2019										
17117	FHLB	10/29/2018	3130AFC70	2.62500	99.96300	2,000,000.00	0.00	2,000,000.00	0.00	22,166.67
		10/29/2019	0	2.66300	.57100	0.00	740.00	1,999,260.00	0.00	
			Subtotal	2.62500	99.96300	2,000,000.00	0.00	2,000,000.00	0.00	22,166.67
				2.66300	.57100	0.00	740.00	1,999,260.00	0.00	
Mat Date: 11/19/2019										
16995	FFCB	11/19/2015	3133EFPR2	1.60000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	11,733.33
		11/19/2019	0	1.60000	.62900	0.00	0.00	2,000,000.00	0.00	
			Subtotal	1.60000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	11,733.33
				1.60000	.62900	0.00	0.00	2,000,000.00	0.00	
Mat Date: 12/27/2019										
17035	FHLMC	03/27/2017	3134GA7F5	1.62500	99.97284	2,000,000.00	0.00	2,000,000.00	0.00	8,486.11
		12/27/2019	0	1.65300	.73500	0.00	543.28	1,999,456.72	956.72	
17036	FHLMC	03/27/2017	3134GA7F5	1.62500	99.97284	2,000,000.00	0.00	2,000,000.00	0.00	8,486.11
		12/27/2019	0	1.65300	.73500	0.00	543.28	1,999,456.72	956.72	
			Subtotal	1.62500	99.97284	4,000,000.00	0.00	4,000,000.00	0.00	16,972.22
				1.65300	.73500	0.00	1,086.56	3,998,913.44	1,913.44	
Mat Date: 1/22/2020										
16996	FHLB	01/22/2016	3130A6YW1	1.70000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	6,516.67
		01/22/2020	0	1.70000	.80400	0.00	0.00	2,000,000.00	0.00	
			Subtotal	1.70000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	6,516.67
				1.70000	.80400	0.00	0.00	2,000,000.00	0.00	
Mat Date: 4/13/2020										
16997	FFCB	04/13/2016	3133EF2L0	1.40000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	13,066.67
		04/13/2020	0	1.40000	1.02300	0.00	0.00	2,000,000.00	0.00	
			Subtotal	1.40000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	13,066.67
				1.40000	1.02300	0.00	0.00	2,000,000.00	0.00	
Mat Date: 5/7/2020										
17013	FNMA	11/07/2016	3136G4FW8	1.30000	100.00000	1,500,000.00	0.00	1,500,000.00	0.00	7,800.00
		05/07/2020	0	1.30000	1.09000	0.00	0.00	1,500,000.00	0.00	
			Subtotal	1.30000	100.00000	1,500,000.00	0.00	1,500,000.00	0.00	7,800.00
				1.30000	1.09000	0.00	0.00	1,500,000.00	0.00	
Mat Date: 7/27/2020										
17079	FHLB	07/27/2017	3130ABVU7	1.62500	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	5,777.78
		07/27/2020	0	1.62500	1.31000	0.00	0.00	2,000,000.00	0.00	
17047	FHLMC	04/27/2017	3134GBHW5	1.62500	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	6,951.39



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17048	FHLMC	07/27/2020	0	1.62500	1.31000	0.00	0.00	1,000,000.00	0.00	
		04/27/2017	3134GBHW5	1.62500	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	13,902.78
		07/27/2020	0	1.62500	1.31000	0.00	0.00	2,000,000.00	0.00	
		Subtotal		1.62500	100.00000	5,000,000.00	0.00	5,000,000.00	0.00	26,631.95
				1.62500	1.31000	0.00	0.00	5,000,000.00	0.00	
Mat Date: 7/28/2020										
17008	FNMA	10/31/2016	3136G4GK3	1.35000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	4,725.00
		07/28/2020	0	1.35000	1.31500	0.00	0.00	2,000,000.00	0.00	
		Subtotal		1.35000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	4,725.00
				1.35000	1.31500	0.00	0.00	2,000,000.00	0.00	
Mat Date: 7/30/2020										
17088	FHLB	01/30/2018	3130ADF98	2.17000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	7,353.89
		07/30/2020	0	2.17000	1.31500	0.00	0.00	2,000,000.00	0.00	
		Subtotal		2.17000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	7,353.89
				2.17000	1.31500	0.00	0.00	2,000,000.00	0.00	
Mat Date: 9/8/2020										
17000	FFCB	09/08/2016	3133EGTM7	1.37500	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	1,756.94
		09/08/2020	0	1.37500	1.42600	0.00	0.00	2,000,000.00	0.00	
		Subtotal		1.37500	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	1,756.94
				1.37500	1.42600	0.00	0.00	2,000,000.00	0.00	
Mat Date: 9/21/2020										
17001	FFCB	09/21/2016	3133EGVK8	1.35000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	750.00
		09/21/2020	0	1.35000	1.46200	0.00	0.00	2,000,000.00	0.00	
		Subtotal		1.35000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	750.00
				1.35000	1.46200	0.00	0.00	2,000,000.00	0.00	
Mat Date: 9/30/2020										
17002	FNMA	09/30/2016	3136G4BV4	1.45000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	14,580.56
		09/30/2020	0	1.45000	1.48900	0.00	0.00	2,000,000.00	0.00	
		Subtotal		1.45000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	14,580.56
				1.45000	1.48900	0.00	0.00	2,000,000.00	0.00	
Mat Date: 10/6/2020										
17006	FHLB	10/27/2016	3130A9NK3	1.37500	99.99493	2,000,000.00	0.00	2,000,000.00	0.00	13,368.06
		10/06/2020	0	1.37800	1.49300	0.00	101.39	1,999,898.61	98.61	
		Subtotal		1.37500	99.99493	2,000,000.00	0.00	2,000,000.00	0.00	13,368.06
				1.37800	1.49300	0.00	101.39	1,999,898.61	98.61	
Mat Date: 10/28/2020										
17007	FHLB	10/28/2016	3130A9WK3	1.40000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	5,950.00

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		10/28/2020	0	1.40000	1.55400	0.00	0.00	1,000,000.00	0.00	
			Subtotal	1.40000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	5,950.00
				1.40000	1.55400	0.00	0.00	1,000,000.00	0.00	
Mat Date: 11/2/2020										
17010	FFCB	11/02/2016	3133EGC29	1.35000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	11,175.00
		11/02/2020	0	1.35000	1.56600	0.00	0.00	2,000,000.00	0.00	
			Subtotal	1.35000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	11,175.00
				1.35000	1.56600	0.00	0.00	2,000,000.00	0.00	
Mat Date: 11/30/2020										
17039	FNMA	03/30/2017	3135G0F73	1.50000	99.59880	2,000,000.00	0.00	2,000,000.00	0.00	10,083.33
		11/30/2020	0	1.70800	1.64400	0.00	8,024.01	1,991,975.99	6,715.99	
			Subtotal	1.50000	99.59880	2,000,000.00	0.00	2,000,000.00	0.00	10,083.33
				1.70800	1.64400	0.00	8,024.01	1,991,975.99	6,715.99	
Mat Date: 12/29/2020										
17084	FHLMC	12/29/2017	3134GSBA2	2.12500	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	10,861.11
		12/29/2020	0	2.12500	1.71300	0.00	0.00	2,000,000.00	0.00	
			Subtotal	2.12500	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	10,861.11
				2.12500	1.71300	0.00	0.00	2,000,000.00	0.00	
Mat Date: 2/26/2021										
17094	FHLMC	02/26/2018	3134GSFA8	2.50000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	2,430.56
		02/26/2021	0	2.50000	1.86600	0.00	0.00	1,000,000.00	0.00	
			Subtotal	2.50000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	2,430.56
				2.50000	1.86600	0.00	0.00	1,000,000.00	0.00	
Mat Date: 5/10/2021										
17102	FFCB	05/10/2018	3133EJNS4	2.70000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	10,575.00
		05/10/2021	0	2.70000	2.04300	0.00	0.00	1,000,000.00	0.00	
17101	CD	03/10/2018	61747MX63	2.90000	100.00000	245,000.00	0.00	245,000.00	0.00	2,764.14
		05/10/2021	0	2.90000	2.03800	0.00	0.00	245,000.00	0.00	
			Subtotal	2.73936	100.00000	1,245,000.00	0.00	1,245,000.00	0.00	13,339.14
				2.73936	2.04202	0.00	0.00	1,245,000.00	0.00	
Mat Date: 7/6/2021										
17087	FHLB	01/18/2018	3130ABMR4	1.85000	98.91472	1,000,000.00	0.00	1,000,000.00	0.00	4,368.06
		07/06/2021	0	2.30500	2.21800	0.00	10,852.78	989,147.22	4,217.22	
			Subtotal	1.85000	98.91472	1,000,000.00	0.00	1,000,000.00	0.00	4,368.06
				2.30500	2.21800	0.00	10,852.78	989,147.22	4,217.22	
Mat Date: 9/29/2021										
17017	FHLB	12/30/2016	3130AAGY8	2.15000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	10,988.89



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		09/29/2021	0	2.15000	2.44200	0.00	0.00	2,000,000.00	0.00	
			Subtotal	2.15000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	10,988.89
				2.15000	2.44200	0.00	0.00	2,000,000.00	0.00	
Mat Date: 9/30/2021										
17011	FHLB	11/04/2016	3130A9MG3	1.50000	99.94897	2,000,000.00	0.00	2,000,000.00	0.00	15,083.33
		09/30/2021	0	1.52100	2.46300	0.00	1,020.66	1,998,979.34	979.34	
17003	FNMA	09/30/2016	3136G37F6	1.50000	99.89989	2,000,000.00	0.00	2,000,000.00	0.00	15,083.33
		09/30/2021	0	1.54200	2.46300	0.00	2,002.19	1,997,997.81	1,997.81	
			Subtotal	1.50000	99.92443	4,000,000.00	0.00	4,000,000.00	0.00	30,166.66
				1.53150	2.46300	0.00	3,022.85	3,996,977.15	2,977.15	
Mat Date: 10/4/2021										
17004	FFCB	10/04/2016	3133EGWZ4	1.42000	99.97002	2,000,000.00	0.00	2,000,000.00	0.00	13,963.33
		10/04/2021	0	1.43000	2.45600	0.00	599.67	1,999,400.33	400.33	
			Subtotal	1.42000	99.97002	2,000,000.00	0.00	2,000,000.00	0.00	13,963.33
				1.43000	2.45600	0.00	599.67	1,999,400.33	400.33	
Mat Date: 10/12/2021										
17005	FFCB	10/14/2016	3133EGYB5	1.54000	99.99400	2,000,000.00	0.00	2,000,000.00	0.00	14,458.89
		10/12/2021	0	1.54200	2.47400	0.00	120.07	1,999,879.93	79.93	
			Subtotal	1.54000	99.99400	2,000,000.00	0.00	2,000,000.00	0.00	14,458.89
				1.54200	2.47400	0.00	120.07	1,999,879.93	79.93	
Mat Date: 10/28/2021										
17012	FHLB	11/04/2016	3130A9WN7	1.60000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	13,600.00
		10/28/2021	0	1.60000	2.51600	0.00	0.00	2,000,000.00	0.00	
17009	FNMA	10/28/2016	3136G4FA6	1.62500	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	13,812.50
		10/28/2021	0	1.62500	2.51500	0.00	0.00	2,000,000.00	0.00	
			Subtotal	1.61250	100.00000	4,000,000.00	0.00	4,000,000.00	0.00	27,412.50
				1.61250	2.51550	0.00	0.00	4,000,000.00	0.00	
Mat Date: 11/9/2021										
17014	FHLB	11/09/2016	3130A9Z61	1.50000	99.97002	2,000,000.00	0.00	2,000,000.00	0.00	11,833.33
		11/09/2021	0	1.51000	2.55000	0.00	599.67	1,999,400.33	400.33	
			Subtotal	1.50000	99.97002	2,000,000.00	0.00	2,000,000.00	0.00	11,833.33
				1.51000	2.55000	0.00	599.67	1,999,400.33	400.33	
Mat Date: 11/15/2021										
17015	FFCB	11/15/2016	3133EGG82	1.52000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	11,484.44
		11/15/2021	0	1.52000	2.56600	0.00	0.00	2,000,000.00	0.00	
			Subtotal	1.52000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	11,484.44
				1.52000	2.56600	0.00	0.00	2,000,000.00	0.00	



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Mat Date: 11/23/2021										
17016	FHLB	11/23/2016	3130A9VY4	1.65000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	11,733.33
		11/23/2021	0	1.65000	2.58400	0.00	0.00	2,000,000.00	0.00	
17120	FHLB	11/23/2018	3130AFDH7	3.25000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	11,555.56
		11/23/2021	0	3.25000	2.52700	0.00	0.00	1,000,000.00	0.00	
Subtotal				2.18333	100.00000	3,000,000.00	0.00	3,000,000.00	0.00	23,288.89
				2.18333	2.56500	0.00	0.00	3,000,000.00	0.00	
Mat Date: 11/29/2021										
17018	FHLB	12/30/2016	3130AABG2	1.87500	99.63337	2,000,000.00	0.00	2,000,000.00	0.00	12,708.33
		11/29/2021	0	2.00400	2.59200	0.00	7,332.53	1,992,667.47	4,687.47	
17019	FHLB	12/30/2016	3130AABG2	1.87500	99.55346	2,000,000.00	0.00	2,000,000.00	0.00	12,708.33
		11/29/2021	0	2.03200	2.59200	0.00	8,930.81	1,991,069.19	5,709.19	
Subtotal				1.87500	99.59342	4,000,000.00	0.00	4,000,000.00	0.00	25,416.66
				2.01799	2.59200	0.00	16,263.34	3,983,736.66	10,396.66	
Mat Date: 12/28/2021										
17083	FHLMC	12/28/2017	3134GSAB1	2.25000	99.94379	2,000,000.00	0.00	2,000,000.00	0.00	11,625.00
		12/28/2021	0	2.27000	2.65900	0.00	1,124.23	1,998,875.77	375.77	
Subtotal				2.25000	99.94379	2,000,000.00	0.00	2,000,000.00	0.00	11,625.00
				2.27000	2.65900	0.00	1,124.23	1,998,875.77	375.77	
Mat Date: 12/29/2021										
17020	FHLMC	12/30/2016	3134GAC28	2.20000	99.95500	2,000,000.00	0.00	2,000,000.00	0.00	11,244.44
		12/29/2021	0	2.21600	2.66400	0.00	900.00	1,999,100.00	600.00	
Subtotal				2.20000	99.95500	2,000,000.00	0.00	2,000,000.00	0.00	11,244.44
				2.21600	2.66400	0.00	900.00	1,999,100.00	600.00	
Mat Date: 1/26/2022										
17023	FHLMC	01/26/2017	3134GAK86	2.20000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	7,944.44
		01/26/2022	0	2.20000	2.73900	0.00	0.00	2,000,000.00	0.00	
17024	FHLMC	01/26/2017	3134GAK86	2.20000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	7,944.44
		01/26/2022	0	2.20000	2.73900	0.00	0.00	2,000,000.00	0.00	
17025	FHLMC	01/26/2017	3134GAK86	2.20000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	7,944.44
		01/26/2022	0	2.20000	2.73900	0.00	0.00	2,000,000.00	0.00	
Subtotal				2.20000	100.00000	6,000,000.00	0.00	6,000,000.00	0.00	23,833.32
				2.20000	2.73900	0.00	0.00	6,000,000.00	0.00	
Mat Date: 4/25/2022										
17057	FFCB	05/01/2017	3133EHGS6	2.03000	99.89475	2,000,000.00	0.00	2,000,000.00	0.00	17,593.33
		04/25/2022	0	2.06200	2.96300	0.00	2,104.95	1,997,895.05	895.05	
Subtotal				2.03000	99.89475	2,000,000.00	0.00	2,000,000.00	0.00	17,593.33



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				2.06200	2.96300	0.00	2,104.95	1,997,895.05	895.05	
Mat Date: 4/27/2022										
17049	FHLMC	04/27/2017	3134GBJZ6	2.10000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	17,966.67
		04/27/2022	0	2.10000	2.96500	0.00	0.00	2,000,000.00	0.00	
17054	FHLMC	04/27/2017	3134GBJA1	2.10000	99.97203	2,000,000.00	0.00	2,000,000.00	0.00	17,966.67
		04/27/2022	0	2.10800	2.96500	0.00	559.47	1,999,440.53	240.53	
17055	FHLMC	05/01/2017	3134GBKY7	2.12500	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	18,180.56
		04/27/2022	0	2.12500	2.96400	0.00	0.00	2,000,000.00	0.00	
			Subtotal	2.10833	99.99068	6,000,000.00	0.00	6,000,000.00	0.00	54,113.90
				2.11100	2.96467	0.00	559.47	5,999,440.53	240.53	
Mat Date: 5/3/2022										
17100	FHLB	05/03/2018	3130AE7C8	3.00000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	24,666.67
		05/03/2022	0	3.00000	2.93700	0.00	0.00	2,000,000.00	0.00	
			Subtotal	3.00000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	24,666.67
				3.00000	2.93700	0.00	0.00	2,000,000.00	0.00	
Mat Date: 5/18/2022										
17061	FHLB	05/18/2017	3130ABCS3	2.10000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	15,516.67
		05/18/2022	0	2.10000	3.02300	0.00	0.00	2,000,000.00	0.00	
17065	FHLB	05/25/2017	3130ABCS3	2.10000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	15,516.67
		05/18/2022	0	2.10000	3.02300	0.00	0.00	2,000,000.00	0.00	
			Subtotal	2.10000	100.00000	4,000,000.00	0.00	4,000,000.00	0.00	31,033.34
				2.10000	3.02300	0.00	0.00	4,000,000.00	0.00	
Mat Date: 5/23/2022										
17062	FHLB	05/23/2017	3130ABCF1	1.50000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	10,666.67
		05/23/2022	0	1.50000	3.06700	0.00	0.00	2,000,000.00	0.00	
17066	FFCB	05/25/2017	3133EHJY0	2.07000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	14,720.00
		05/23/2022	0	2.07000	3.03900	0.00	0.00	2,000,000.00	0.00	
			Subtotal	1.78500	100.00000	4,000,000.00	0.00	4,000,000.00	0.00	25,386.67
				1.78500	3.05300	0.00	0.00	4,000,000.00	0.00	
Mat Date: 5/24/2022										
17063	CD	05/24/2017	1404203A6	2.40000	100.00000	245,000.00	0.00	245,000.00	0.00	2,062.03
		05/24/2022	0	2.40000	3.02600	0.00	0.00	245,000.00	0.00	
17064	CD	05/24/2017	14042RFW6	2.40000	100.00000	245,000.00	0.00	245,000.00	0.00	2,062.03
		05/24/2022	0	2.40000	3.02600	0.00	0.00	245,000.00	0.00	
			Subtotal	2.40000	100.00000	490,000.00	0.00	490,000.00	0.00	4,124.06
				2.40000	3.02600	0.00	0.00	490,000.00	0.00	

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17067	FHLMC	05/25/2017	3134GBNJ7	2.12500	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	7,437.50
		05/25/2022	0	2.12500	3.04200	0.00	0.00	1,000,000.00	0.00	
Subtotal				2.12500	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	7,437.50
				2.12500	3.04200	0.00	0.00	1,000,000.00	0.00	
Mat Date: 5/26/2022										
17070	CD	05/26/2017	87165EMK0	2.40000	100.00000	245,000.00	0.00	245,000.00	0.00	2,029.81
		05/26/2022	0	2.40000	3.03200	0.00	0.00	245,000.00	0.00	
Subtotal				2.40000	100.00000	245,000.00	0.00	245,000.00	0.00	2,029.81
				2.40000	3.03200	0.00	0.00	245,000.00	0.00	
Mat Date: 5/27/2022										
17071	FHLMC	05/30/2017	3134GBPW6	2.20000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	7,577.78
		05/27/2022	0	2.20000	3.04300	0.00	0.00	1,000,000.00	0.00	
Subtotal				2.20000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	7,577.78
				2.20000	3.04300	0.00	0.00	1,000,000.00	0.00	
Mat Date: 5/31/2022										
17076	CD	05/31/2017	38148PKJ5	2.40000	100.00000	245,000.00	0.00	245,000.00	0.00	1,949.26
		05/31/2022	0	2.40000	3.04500	0.00	0.00	245,000.00	0.00	
17073	CD	05/31/2017	20033AUB0	2.35000	100.00000	245,000.00	0.00	245,000.00	0.00	504.76
		05/31/2022	0	2.35000	3.05300	0.00	0.00	245,000.00	0.00	
Subtotal				2.37500	100.00000	490,000.00	0.00	490,000.00	0.00	2,454.02
				2.37500	3.04900	0.00	0.00	490,000.00	0.00	
Mat Date: 6/15/2022										
17078	FHLMC	06/15/2017	3134GBRW4	1.87500	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	11,041.67
		06/15/2022	0	1.87500	3.12800	0.00	0.00	2,000,000.00	0.00	
Subtotal				1.87500	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	11,041.67
				1.87500	3.12800	0.00	0.00	2,000,000.00	0.00	
Mat Date: 7/29/2022										
17127	FHLB	01/29/2019	3130AFNF0	3.00000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	10,333.33
		07/29/2022	0	3.00000	3.17600	0.00	0.00	2,000,000.00	0.00	
Subtotal				3.00000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	10,333.33
				3.00000	3.17600	0.00	0.00	2,000,000.00	0.00	
Mat Date: 8/24/2022										
17081	FHLB	08/30/2017	3130AC2H6	2.16000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	4,440.00
		08/24/2022	0	2.16000	3.28700	0.00	0.00	2,000,000.00	0.00	
Subtotal				2.16000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	4,440.00
				2.16000	3.28700	0.00	0.00	2,000,000.00	0.00	

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17086	FFCB	12/29/2017	3133EHS38	2.23000	99.35930	2,000,000.00	0.00	2,000,000.00	0.00	16,848.89
		11/15/2022	0	2.40100	3.47100	0.00	12,813.92	1,987,186.08	2,826.08	
			Subtotal	2.23000	99.35930	2,000,000.00	0.00	2,000,000.00	0.00	16,848.89
				2.40100	3.47100	0.00	12,813.92	1,987,186.08	2,826.08	
Mat Date: 12/27/2022										
17082	FHLB	12/27/2017	3130ACYX6	2.40000	99.96002	2,000,000.00	0.00	2,000,000.00	0.00	12,533.33
		12/27/2022	0	2.41100	3.57700	0.00	799.56	1,999,200.44	200.44	
			Subtotal	2.40000	99.96002	2,000,000.00	0.00	2,000,000.00	0.00	12,533.33
				2.41100	3.57700	0.00	799.56	1,999,200.44	200.44	
Mat Date: 12/29/2022										
17085	FHLMC	12/29/2017	3134GB6E7	2.45000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	12,522.22
		12/29/2022	0	2.45000	3.57900	0.00	0.00	2,000,000.00	0.00	
			Subtotal	2.45000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	12,522.22
				2.45000	3.57900	0.00	0.00	2,000,000.00	0.00	
Mat Date: 1/30/2023										
17089	FHLMC	01/30/2018	3134GSBV6	2.50000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	8,472.22
		01/30/2023	0	2.50000	3.66200	0.00	0.00	2,000,000.00	0.00	
			Subtotal	2.50000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	8,472.22
				2.50000	3.66200	0.00	0.00	2,000,000.00	0.00	
Mat Date: 2/8/2023										
17091	FHLMC	02/08/2018	3134GSCH6	2.25000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	3,312.50
		02/08/2023	0	2.25000	3.70800	0.00	0.00	1,000,000.00	0.00	
17092	FHLMC	02/08/2018	3134GSCH6	2.25000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	6,625.00
		02/08/2023	0	2.25000	3.70800	0.00	0.00	2,000,000.00	0.00	
			Subtotal	2.25000	100.00000	3,000,000.00	0.00	3,000,000.00	0.00	9,937.50
				2.25000	3.70800	0.00	0.00	3,000,000.00	0.00	
Mat Date: 2/15/2023										
17095	FFCB	02/28/2018	3133EJDA4	2.94000	99.79787	1,000,000.00	0.00	1,000,000.00	0.00	3,756.67
		02/15/2023	0	2.99500	3.67500	0.00	2,021.29	997,978.71	488.71	
			Subtotal	2.94000	99.79787	1,000,000.00	0.00	1,000,000.00	0.00	3,756.67
				2.99500	3.67500	0.00	2,021.29	997,978.71	488.71	
Mat Date: 4/26/2023										
17099	FNMA	04/26/2018	3136G4SK0	3.05000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	13,131.94
		04/26/2023	0	3.05000	3.80800	0.00	0.00	1,000,000.00	0.00	
17098	FHLMC	04/26/2018	3134GSJK2	3.06000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	13,175.00
		04/26/2023	0	3.06000	3.80800	0.00	0.00	1,000,000.00	0.00	
			Subtotal	3.05500	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	26,306.94



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				3.05500	3.80800	0.00	0.00	2,000,000.00	0.00	
Mat Date: 5/17/2023										
17105	FHLB	05/17/2018	3130AEBQ2	3.14000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	23,375.56
		05/17/2023	0	3.14000	3.85900	0.00	0.00	2,000,000.00	0.00	
			Subtotal	3.14000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	23,375.56
				3.14000	3.85900	0.00	0.00	2,000,000.00	0.00	
Mat Date: 5/24/2023										
17106	FHLB	05/24/2018	3130AECQ1	3.23000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	22,789.44
		05/24/2023	0	3.23000	3.87200	0.00	0.00	2,000,000.00	0.00	
			Subtotal	3.23000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	22,789.44
				3.23000	3.87200	0.00	0.00	2,000,000.00	0.00	
Mat Date: 5/31/2023										
17108	CD	05/31/2018	48128FCD2	3.25000	100.00000	245,000.00	0.00	245,000.00	0.00	2,661.44
		05/31/2023	0	3.25000	3.89000	0.00	0.00	245,000.00	0.00	
			Subtotal	3.25000	100.00000	245,000.00	0.00	245,000.00	0.00	2,661.44
				3.25000	3.89000	0.00	0.00	245,000.00	0.00	
Mat Date: 6/26/2023										
17109	CD	06/26/2018	02589AAM4	3.30000	100.00000	245,000.00	0.00	245,000.00	0.00	2,126.47
		06/26/2023	0	3.30000	3.95500	0.00	0.00	245,000.00	0.00	
			Subtotal	3.30000	100.00000	245,000.00	0.00	245,000.00	0.00	2,126.47
				3.30000	3.95500	0.00	0.00	245,000.00	0.00	
Mat Date: 6/27/2023										
17110	CD	06/27/2018	254673QR0	3.30000	100.00000	245,000.00	0.00	245,000.00	0.00	2,104.32
		06/27/2023	0	3.30000	3.95800	0.00	0.00	245,000.00	0.00	
			Subtotal	3.30000	100.00000	245,000.00	0.00	245,000.00	0.00	2,104.32
				3.30000	3.95800	0.00	0.00	245,000.00	0.00	
Mat Date: 6/28/2023										
17111	CD	06/28/2018	17312QN96	3.30000	100.00000	245,000.00	0.00	245,000.00	0.00	2,082.16
		06/28/2023	0	3.30000	3.96100	0.00	0.00	245,000.00	0.00	
			Subtotal	3.30000	100.00000	245,000.00	0.00	245,000.00	0.00	2,082.16
				3.30000	3.96100	0.00	0.00	245,000.00	0.00	
Mat Date: 6/29/2023										
17113	CD	06/29/2018	05580ANG5	3.30000	100.00000	245,000.00	0.00	245,000.00	0.00	2,060.01
		06/29/2023	0	3.30000	3.96400	0.00	0.00	245,000.00	0.00	
			Subtotal	3.30000	100.00000	245,000.00	0.00	245,000.00	0.00	2,060.01
				3.30000	3.96400	0.00	0.00	245,000.00	0.00	

Mat Date: 7/24/2023



INVESTMENT INVENTORY WITH PREMIUM/DISCOUNT REPORT

As Of Date: 03/31/2019

Run: 04/09/2019 12:38:29 PM

Reporting Currency: Local

City of Oxnard

Inv No.	Description	Purch Date Mat Date	CUSIP CPR/PSA	Coupon YTM TR	Sch Bk Price Duration	Original Face Notional Face	Unamort Premium Unamort Discount	Current Par Current Book	Amort Premium Amort Discount	Accrued Interest
17114	CD	07/23/2018	89235MJA0	3.40000	100.00000	245,000.00	0.00	245,000.00	0.00	1,551.89
		07/24/2023	0	3.40000	4.02600	0.00	0.00	245,000.00	0.00	
			Subtotal	3.40000	100.00000	245,000.00	0.00	245,000.00	0.00	1,551.89
				3.40000	4.02600	0.00	0.00	245,000.00	0.00	
Mat Date: 10/18/2023										
17115	FHLB	10/25/2018	3130AF4N4	3.48000	99.99767	1,000,000.00	0.00	1,000,000.00	0.00	15,756.67
		10/18/2023	0	3.49500	4.17900	0.00	23.33	999,976.67	0.00	
			Subtotal	3.48000	99.99767	1,000,000.00	0.00	1,000,000.00	0.00	15,756.67
				3.49500	4.17900	0.00	23.33	999,976.67	0.00	
Mat Date: 10/24/2023										
17116	FFCB	10/25/2018	3133EJL64	3.46000	100.00961	1,000,000.00	96.11	1,000,000.00	0.00	15,089.44
		10/24/2023	0	3.46000	4.19800	0.00	0.00	1,000,096.11	0.00	
			Subtotal	3.46000	100.00961	1,000,000.00	96.11	1,000,000.00	0.00	15,089.44
				3.46000	4.19800	0.00	0.00	1,000,096.11	0.00	
Mat Date: 11/7/2023										
17118	CD	11/07/2018	90348JFQ8	3.50000	100.00000	245,000.00	0.00	245,000.00	0.00	587.33
		11/07/2023	0	3.50000	4.24000	0.00	0.00	245,000.00	0.00	
			Subtotal	3.50000	100.00000	245,000.00	0.00	245,000.00	0.00	587.33
				3.50000	4.24000	0.00	0.00	245,000.00	0.00	
Mat Date: 11/21/2023										
17119	FHLB	11/21/2018	3130AFD61	3.55000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	12,819.44
		11/21/2023	0	3.55000	4.26400	0.00	0.00	1,000,000.00	0.00	
			Subtotal	3.55000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	12,819.44
				3.55000	4.26400	0.00	0.00	1,000,000.00	0.00	
Mat Date: 12/28/2023										
17121	FHLB	12/28/2018	3130AFM12	3.25000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	8,395.83
		12/28/2023	0	3.25000	4.39700	0.00	0.00	1,000,000.00	0.00	
17122	FHLB	12/28/2018	3130AFMF1	3.25000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	8,395.83
		12/28/2023	0	3.25000	4.39700	0.00	0.00	1,000,000.00	0.00	
			Subtotal	3.25000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	16,791.66
				3.25000	4.39700	0.00	0.00	2,000,000.00	0.00	
Mat Date: 1/29/2024										
17123	FHLB	01/29/2019	3130AFP92	3.12500	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	10,763.89
		01/29/2024	0	3.12500	4.49500	0.00	0.00	2,000,000.00	0.00	
17124	FHLB	01/29/2019	3130AFQT7	3.10000	99.97500	2,000,000.00	0.00	2,000,000.00	0.00	10,677.78
		01/29/2024	0	3.10500	4.49800	0.00	500.00	1,999,500.00	0.00	
17125	FHLMC	01/29/2019	3134GSV36	3.19000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	10,987.78



INVESTMENT INVENTORY WITH PREMIUM/DISCOUNT REPORT

As Of Date: 03/31/2019

Run: 04/09/2019 12:38:29 PM

Reporting Currency: Local

City of Oxnard

Inv No.	Description	Purch Date Mat Date	CUSIP CPR/PSA	Coupon YTM TR	Sch Bk Price Duration	Original Face Notional Face	Unamort Premium Unamort Discount	Current Par Current Book	Amort Premium Amort Discount	Accrued Interest
		01/29/2024	0	3.19000	4.48900	0.00	0.00	2,000,000.00	0.00	
17126	FHLMC	01/29/2019	3134GST47	3.10000	99.91000	2,000,000.00	0.00	2,000,000.00	0.00	10,677.78
		01/29/2024	0	3.12000	4.49800	0.00	1,800.00	1,998,200.00	0.00	
			Subtotal	3.12875	99.97125	8,000,000.00	0.00	8,000,000.00	0.00	43,107.23
				3.13501	4.49500	0.00	2,300.00	7,997,700.00	0.00	
Mat Date: 1/30/2024										
17128	FHLB	01/30/2019	3130AFRN9	3.15000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	10,675.00
		01/30/2024	0	3.15000	4.49600	0.00	0.00	2,000,000.00	0.00	
17133	FHLB	01/30/2019	3130AFNP8	3.00000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	10,166.67
		01/30/2024	0	3.00000	4.51100	0.00	0.00	2,000,000.00	0.00	
17134	FHLB	01/30/2019	3130AFNP8	3.00000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	10,166.67
		01/30/2024	0	3.00000	4.51100	0.00	0.00	2,000,000.00	0.00	
17129	FHLMC	01/30/2019	3134GST54	3.12500	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	5,295.14
		01/30/2024	0	3.12500	4.49800	0.00	0.00	1,000,000.00	0.00	
17130	FHLMC	01/30/2019	3134GST54	3.12500	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	10,590.28
		01/30/2024	0	3.12500	4.49800	0.00	0.00	2,000,000.00	0.00	
17131	FHLMC	01/30/2019	3134GSQ99	3.00000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	5,083.33
		01/30/2024	0	3.00000	4.51100	0.00	0.00	1,000,000.00	0.00	
17132	FHLMC	01/30/2019	3134GSQ99	3.00000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	10,166.67
		01/30/2024	0	3.00000	4.51100	0.00	0.00	2,000,000.00	0.00	
17135	FHLMC	01/30/2019	3134GSQ32	3.20000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	10,844.44
		01/30/2024	0	3.20000	4.49100	0.00	0.00	2,000,000.00	0.00	
			Subtotal	3.07679	100.00000	14,000,000.00	0.00	14,000,000.00	0.00	72,988.20
				3.07679	4.50321	0.00	0.00	14,000,000.00	0.00	
Mat Date: 3/27/2024										
17136	FHLMC	03/27/2019	3134GS5E1	3.00000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	666.67
		03/27/2024	0	3.00000	4.66900	0.00	0.00	2,000,000.00	0.00	
			Subtotal	3.00000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	666.67
				3.00000	4.66900	0.00	0.00	2,000,000.00	0.00	
Mat Date: 3/28/2024										
17137	FHLMC	03/28/2019	3134GS4R3	3.00000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	500.00
		03/28/2024	0	3.00000	4.67200	0.00	0.00	2,000,000.00	0.00	
			Subtotal	3.00000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	500.00
				3.00000	4.67200	0.00	0.00	2,000,000.00	0.00	
Grand Total		Count 108		2.19434	99.96958	169,685,000.00	96.11	212,685,000.00	0.00	1,260,090.23
				2.20640	2.09694	0.00	64,795.60	212,620,300.51	35,387.73	

(EIS / ERNEIS)

CITY OF OXNARD
TREASURER'S OFFICE

EARNED INCOME SUMMARY
07/01/18 THROUGH 03/31/19
SORT KEYS ARE FUND ICC#
FUND: 1 POOLED INVESTMENT FUND

PAGE: 4
RUN: 04/09/19 12:05:12

INV NO.	PURCHASE DATE	COUPON RATE	DESCRIPTION	TICKER / MATURITY DATE	SHARES / SCHEDULED PAR VALUE	SCHEDULED BOOK VALUE	YIELD/ 365	DATE SOLD/MAT	INCOME RECEIVED THIS PER	TOTAL/NET EARNINGS
17110	06/27/18	3.3000	CD	06/27/23	245,000.00	245,000.00	3.300		4,053.58	6,069.30
17111	06/28/18	3.3000	CD	06/28/23	245,000.00	245,000.00	3.300		4,053.58	6,069.29
17113	06/29/18	3.3000	CD	06/29/23	245,000.00	245,000.00	3.300		4,053.58	6,069.29
17114	07/23/18	3.4000	CD	07/24/23	245,000.00	245,000.00	3.400		4,199.23	5,751.12
SUBTOTAL (ICC#) 60 CERTIFICATE OF D 1.27%(C) 1334 DAYS 2,695,000.00 2,695,000.00 2.725 51,205.68 67,632.77										
16980	03/30/15	1.5000	CD	03/29/19	245,000.00	245,000.00	1.500	MATURED	3,030.59	2,728.54
17069	05/26/17	1.4000	CD	11/26/18	245,000.00	245,000.00	1.400	MATURED	1,437.80	1,390.81
17072	05/31/17	1.4000	CD	11/30/18	245,000.00	245,000.00	1.400	MATURED	1,719.72	1,428.40
17073	05/31/17	2.3500	CD	05/31/22	245,000.00	245,000.00	2.350		4,306.28	4,322.05
17074	05/31/17	1.4000	CD	11/30/18	245,000.00	245,000.00	1.400	MATURED	1,719.72	1,428.40
17077	06/02/17	1.4000	CD	12/02/18	245,000.00	245,000.00	1.400	MATURED	1,719.72	1,447.20
17118	11/07/18	3.5000	CD	11/07/23	245,000.00	245,000.00	3.500		2,819.18	3,406.51
SUBTOTAL (ICC#) 62 CERTIFICATE OF D .23%(C) 1419 DAYS 490,000.00 490,000.00 1.857 16,753.01 16,151.91										
17090	01/24/18	1.2200	VENTURA COUNTY INVESTMEN	04/01/19	1,000,000.00	1,000,000.00	1.220			9,158.35
SUBTOTAL (ICC#) 98 PASSBOOK 365 .47%(C) 1 DAYS 1,000,000.00 1,000,000.00 1.220 .00 9,158.35										
16434	07/01/02	2.3550	LOCAL AGENCY INVEST. FUN	04/01/19	42,000,000.00	42,000,000.00	2.328		462,074.61	542,362.55
SUBTOTAL (ICC#) 99 LAIF 19.75%(C) 1 DAYS 42,000,000.00 42,000,000.00 2.328 462,074.61 542,362.55										
GRAND TOTAL 100.00%(C) 801 DAYS 212,685,000.00 212,620,300.51 2.083 2,507,970.06 3,015,805.25										

OXNARD CITY TREASURER'S 3RD QUARTER FY 18-19 INVESTMENT REPORT

for
March 31, 2019

City Treasurer's Department

Phillip S. Molina
City Treasurer

“The City Treasurer’s Office receives and keeps safe all funds received by the Treasurer’s Department. It is the mission of the City Treasurer’s Office to efficiently manage and protect public funds while providing the highest level of customer service.”

CITY TREASURER'S DEPARTMENT



CITY TREASURER'S FUNCTIONS

INVESTING IN MARKET INSTRUMENTS,

REVIEW DISBURSEMENTS

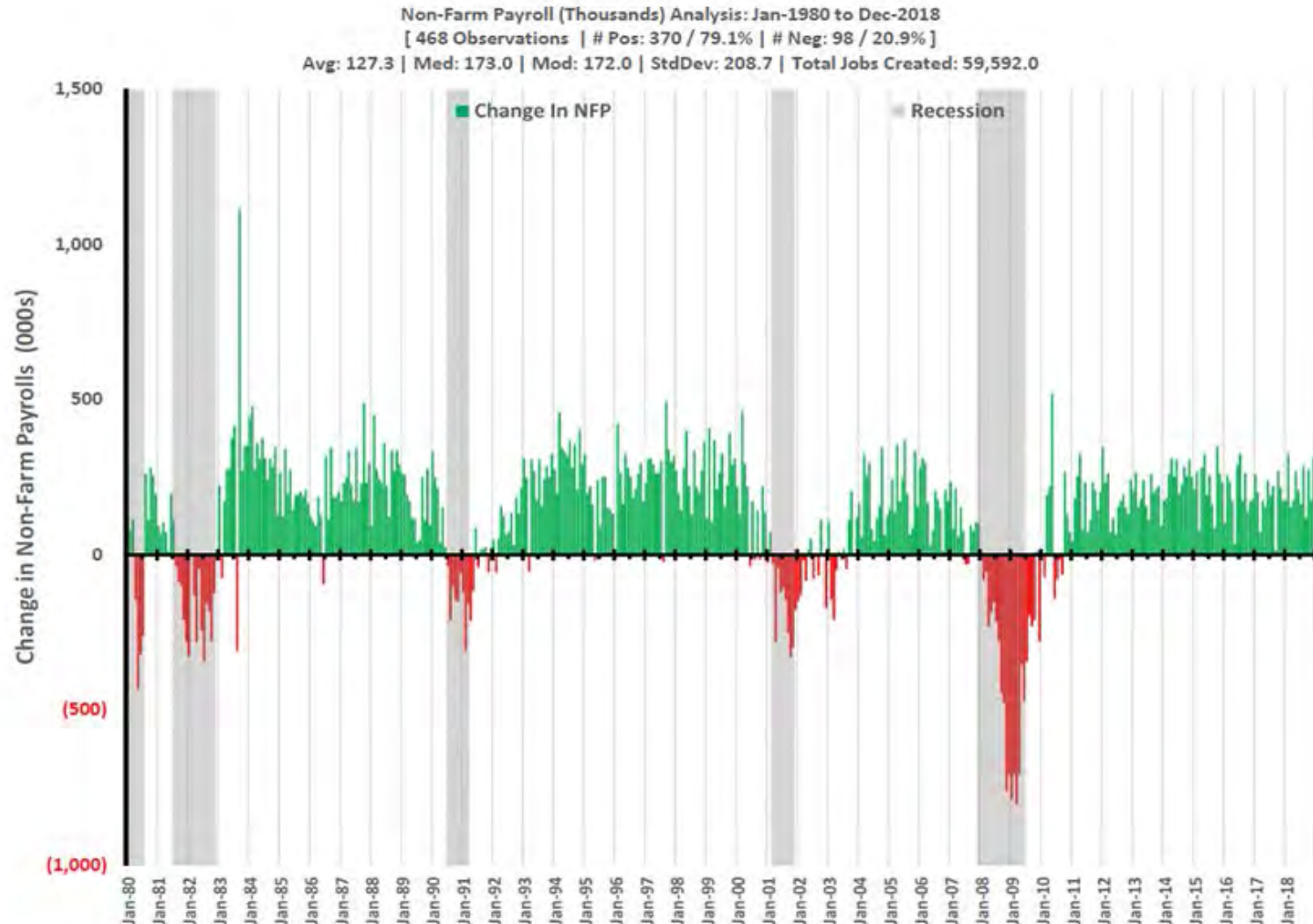
CASHIERING,

UTILITY BILLING,

BUSINESS LICENSES & PERMITS.



U.S. RECESSION CHANCES IN NEXT TWO YEARS TOP 60%, JPMORGAN SAYS



Kevin Webb's analysis

CASH BALANCES IN EACH APPROVED BANK ACCOUNT

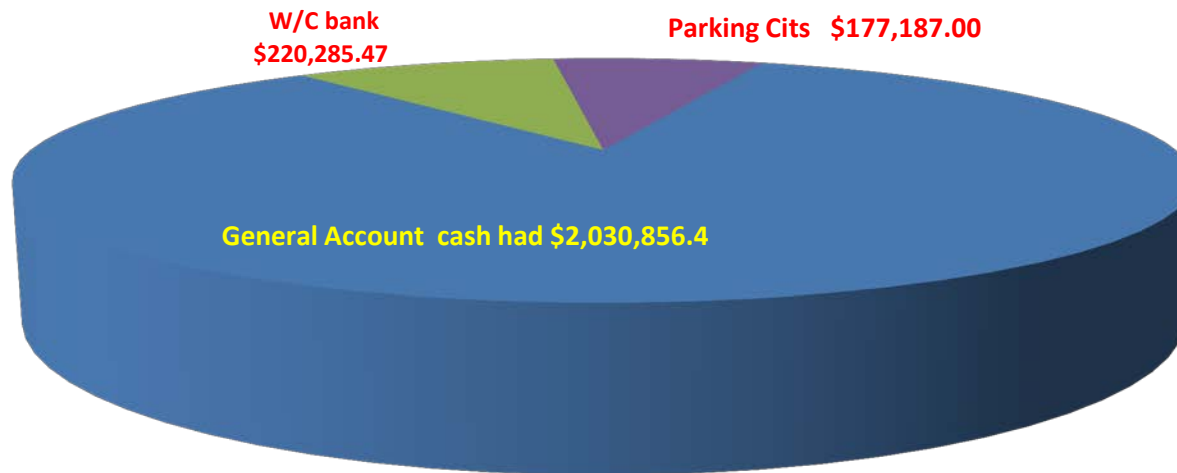
- .

ITEM		February 28, 2019	March 29, 2019
Cost of investments (book value)	\$	208,864,288.65	\$ 212,620,300.51
Par or face value	\$	208,930,000.00	\$ 212,685,000.00
Market value as estimated	\$	207,258,130.00	\$ 211,637,770.00
Total Earnings July 2018 -	\$	2,627,367.03	\$ 3,015,805.25
Earned interest Yield this month		2.069%	2.210%
Gain/Loss if forced to sell today	\$	(1,606,158.65)	\$ (982,530.51)

PIE CHART SHOWING THE RELATIONSHIP OF CASH IN THE BANK ACCOUNTS.

March 29, 2019

Total cash available = 2,428,329.11



Pie chart showing each bank account on March 29, 2019

COMPARE AVAILABLE CASH TO AMOUNT INVESTED CASH

City Treasurer's bank accounts	February 28, 2019	March 29, 2019
City's General Fund bank account	\$ 5,048,692.70	\$ 2,030,856.14
Successor Agency bank account	\$ 8,996,250.34	\$ 8,868,082.92
W/C (workers compensation) account	\$ 300,311.50	\$ 220,285.47
Parking Citations	\$ 146,982.00	\$ 177,187.50
TOTAL CASH IN BANK ACCOUNTS	\$ 14,492,236.54	\$ 11,296,412.03
TOTAL INVESTED	\$ 208,864,288.65	\$ 212,620,300.51
cash in three bank accounts	\$ 5,495,986.20	\$ 2,428,329.11
total available	\$ 214,360,274.85	\$ 215,048,629.62
% invested	97.44%	98.87%

HOW EFFICIENT IS OXNARD' INVESTMENT TEAM? WHEN IS 99% A GOOD MARK?

TOTAL AVAILABLE CASH TO INVEST = \$215,048,629.62



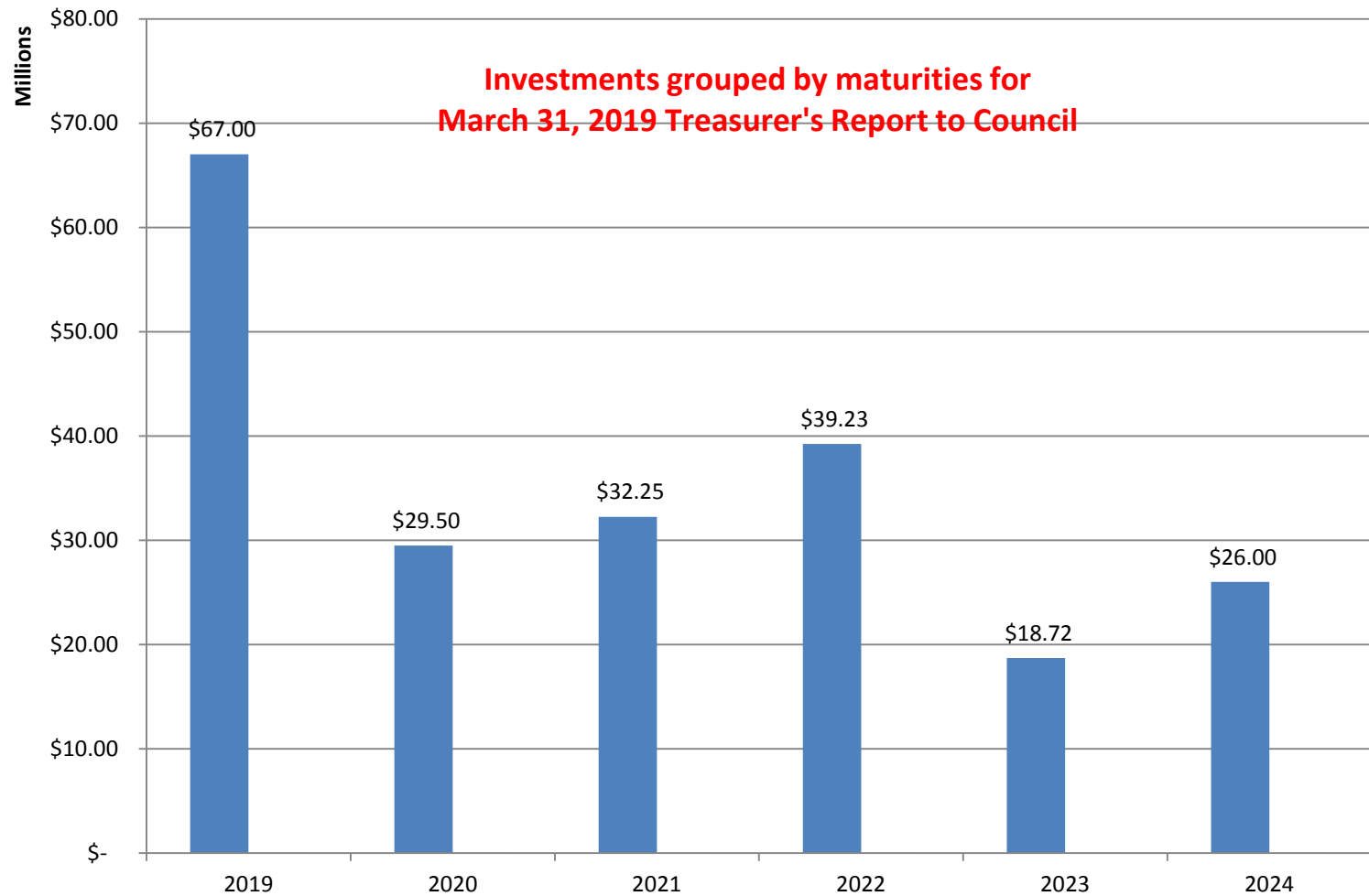
TOTAL INVESTED =
\$212,620,300.51,
99%

CASH IN BANK
\$2,428,329.11, 1%

"...unexpended funds are considered Reserved Balances. HSC Section 34177(l)(1)(E) requires these balances (including interest earnings) to be used prior to requesting RPTTF."

"34177(l)(1)(E) The Redevelopment Property Tax Trust Fund, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation or by the provisions of this part."

INVESTMENTS BY MATURITY DATES



CALIFORNIA MUNICIPAL TREASURERS ASSOCIATION



Investment Policy Certification



Issued on 10/30/2017

City of Oxnard

The California Municipal Treasurers Association certifies that the investment policy of the City of Oxnard complies with the current State statutes governing the investment practices of local government entities located within the State of California.



Ralph R. Rost

President

11/2/17

Date





CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. N.3.

DATE: May 7, 2019

TO: City Council

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Approve Agreement A-8119 with Gannett Fleming, Inc. for the City's Water Business Plan. (5/5/5)

RECOMMENDATION

That the City Council award and authorize the Mayor to execute a Professional Services Agreement (PSA) A-8119 with Gannett Fleming, Inc. for consultation on the development of the City's future Water Business Plan at a cost not to exceed \$519,143.

BACKGROUND

The City's complex and shared water supply comes from local groundwater pumped directly by the City or purchased from United Water Conservation District (UWCD). The groundwater is blended with imported water from Northern California (the State Water Project) purchased through Calleguas Municipal Water District (CMWD) to produce a good water quality for customers.

The City's current potable water supply portfolio is as follows:

- Local groundwater pumped from City wells (25 to 30 percent)
- Local groundwater purchased from United (25 to 30 percent)
- Imported water purchased from CMWD (40 to 50 percent)

The cost of imported water is expected to increase considerably over the coming decades, at an estimated rate of 5.5 percent per year. Additionally, the reliability of imported water is uncertain due to potential earthquakes and vulnerability of the State Water Project's aging infrastructure.

The available groundwater supply is regulated by Fox Canyon Groundwater Management Agency (GMA). The GMA establishes Groundwater Sustainability Plans for the basins within their jurisdiction as required by the Sustainable Groundwater Management Act of 2014. Consequently, the GMA has identified reductions in groundwater pumping with a potential 40 percent reduction over the next 20 years in order to protect the local groundwater basin. With groundwater pumping allocations projected to consistently decrease over the coming decades, relying only on imported water to offset this deficit will be very costly to the City.

The Advanced Water Purification Facility (AWPF) provides a new water source to the City's portfolio as well as potential benefits to the local groundwater basin. A number of options are available to maximize the beneficial use of recycled water: indirect potable reuse, agricultural usage in exchange for groundwater allocations, and/or industrial and landscape application to reduce potable water consumption.

Oxnard's recycled water system is a valuable asset to the region. To this end, local agencies such as UWCD, Pleasant Valley County Water District (PVCWD), the City of Ventura, as well as the local agricultural community are interested

in developing partnerships with the City regarding the recycled water program. However, affordability, water quality, water service and water reliability are key concerns for the City. These factors coupled with supply challenges as well as the variety of partnership opportunities make this the right time to evaluate options to determine the best and most economically feasible investments to move forward.

DISCUSSION

On August 13, 2018, the Water Division issued a request for proposal (RFP) to four consultant firms that specialize in water resources management plan development. A Water Resources Management Plan (Business Plan) is needed to provide management guidance for addressing future water sustainability issues, especially as it relates to the use of recycled water to supplement the potable water supply. The proposed Business Plan will consider options from a strategic perspective to address long-term water supply needs and to determine the most beneficial and cost-effective means for the City to maximize recycled water in the portfolio mix.

Also, the Business Plan will outline options, including related water projects with cost and time estimates, to allow analysis of initiation and completion of projects and management actions over time. Each option will be evaluated by a number of factors including revenue generation, capital costs, operation and maintenance costs as well as benefits and risks. Selected options will meet the goals of improved reliability, redundancy, quality and flexibility of the current water supply system.

As an important driver for future water supply planning, the selected options and associated costs and project time frames will be integrated into the City's upcoming water rate study for the Water Enterprise fund. The rate model developed by this project will also provide the financial framework for the water rate study.

Gannett Fleming, Inc. (Gannett Fleming) responded to the RFP. On October 30, 2018, staff conducted an interview with the Gannett Fleming team members. The selection criteria for the interview included: 1) experience, 2) past performance, 3) staffing resources, 4) project approach, and 5) understanding of the local water market area. City staff determined that Gannett Fleming is qualified for this project.

Gannett Fleming and staff subsequently met to refine the scope of services and schedule, and to negotiate the fees for services. The scope of services are summarized as follows:

- Task 0: Project Management and Quality Assurance/Quality Control: Develop a Project Charter, Project Plan, and conduct overall Project management and quality control.
- Task 1: Project Initiation, Data Collection and Goal Setting: Conduct kick-off meeting, undertake data collection, and work with City staff, Public Works management, City Manager's office, and City Council in setting of "high-level" goals/objectives for the Water Enterprise.
- Task 2: Baseline Development: Identify existing status (baseline condition) of Water Enterprise through due diligence review of past reports, documentation of existing condition of facilities and review of existing capacities/delivery capabilities.
- Task 3: Financial Plan Model Development: Develop a financial model to assess the current financial health (baseline condition) of the Water Enterprise.
- Task 4: Scenario Development and Alternatives Screening: Develop scenarios for the delivery of potable water and recycled water by the Water Enterprise.
- Task 5: Stakeholder Refinement of Alternatives: Consultant and City staff will solicit input from regional stakeholders regarding the scenarios and alternatives developed under Task 4. Provide input to the Water Rate Study's public outreach workshops and presentations.

· Task 6: Preparation of Water Business Plan: Prepare a Water Business Plan for the City's Water Enterprise based on the work conducted under Tasks 1 through 5.

The water business plan scope of services fee is \$519,143.

STRATEGIC PRIORITIES

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

Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.

Objective 4a. Implement CIP plans.

FINANCIAL IMPACT

The Agreement in the amount of \$519,143 will be funded by the Water Division Fund (601) Account 601-6010-842.82-09. The estimated unassigned FY18-19 fund balance of the Water Division Fund (601) is \$26 million.

COMMITTEE OUTCOME

The Public Works and Transportation Committee voted 2-0 on April 9, 2019 to approve staff recommendation and to forward the item for Council approval.

Prepared by: Burris DeBenning, Management Analyst II

ATTACHMENTS

1. Attachment A - Agreement A-8119
2. Attachment B - RFP - PW 19-11 - Water Business Plan
3. Gannet,Raftelis Business Plan and Rate Study Presentation Final_For CC on 5.7.19

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: May 8, 2019
- (2) Consultant: Gannett Fleming, Inc.
- (3) Services: Assist City in Development and Presentation of Comprehensive Water Business Plan.
- (4) Schedule of Services: See Scope of Services Exhibit
- (5) Agreement Ending Date: December 31, 2020
- (6) Total Agreement Amount: Not to Exceed \$519,143
- (7) City's Project Manager: Thien Ng
- (8) Consultant's Project Manager: Ken Hume, PE
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:
- | | |
|--|---|
| <i>FOR CONSULTANT:</i>

2901 N. Ventura Rd.
Oxnard, CA 93036
Attn: Ken Hume, PE, Project Manager | <i>FOR CITY:</i>

305 W. Third St. 3 rd Floor
Oxnard, CA 93030
Attn: Burris DeBenning, Management Analyst II |
|--|---|
- (11) Contact Emails:
- | | |
|--|--|
| <i>CONSULTANT'S PROJECT
MANAGER:</i>
khume@gfnet.com | <i>CITY'S PROJECT MANAGER:</i>

thien.ng@cityofoxnard.org |
|--|--|

The Agreement for Professional Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

- ☒ Scope of Services Exhibit
- ☒ Rates and Costs Exhibit
- ☐ Schedule of Services Exhibit
- ☒ Insurance Exhibit (INS-A)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Consultant" on the Cover Page, for good and valuable consideration, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

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

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

4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.

6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.

7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to 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. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant 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 and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by 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.

8. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Consultant invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Consultant and City in this Agreement or in a binding amendment thereto.

9. 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 appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

10. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager and Department Director. Consultant hereby designates the person in the position listed in "(8) Consultant's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Consultant.

11. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant's staff who is assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Consultant be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Consultant's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

12. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

13. Advertising and Publicity. Consultant shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

14. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant; or for other purposes relating to the Agreement. Consultant shall promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Consultant shall 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. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

15. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed before the date of termination. In the event of termination of this Agreement by either party due to no

fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

16. Hold Harmless, Defense and Indemnity.

a. If Consultant provides any architectural, landscape architectural, engineering or land surveying (“design professional”) services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City’s officials, directors, officers, employees, and agents (collectively, “Indemnitees”) from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys’ fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, “Claims”), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or shallful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant’s obligation to defend is a separate and distinct obligation from Consultant’s duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or shallful misconduct of any of the Indemnitees.

b. If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant’s obligation to defend is a separate and distinct obligation from Consultant’s duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or shallful misconduct of any of the Indemnitees.

c. The review, acceptance or approval of Consultant’s work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant’s indemnification or defense obligations. This Section 16 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 16 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

17. Insurance. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in “(9) Insurance Coverage” on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the City’s Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City’s Risk Manager evidence of insurance coverage as specified in “(9) Insurance Coverage” on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant’s failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

18. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement (“Documents and Materials”) shall be the City’s property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered “works made for hire,” and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or

dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 18.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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 incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

d. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Consultant shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 18 shall survive the termination of this Agreement.

19. Confidentiality of Information.

a. For the purposes of this Agreement, "confidential information" means all data or information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City, or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Consultant or is developed by Consultant in whole or in part at the City's expense.

b. Said data or information constitutes confidential information pursuant to California Government Code Sections 6254(e), 6254(k), 6254(aa), 6254.9, 6254.16, 6254.18 and 6255, which exempts the City's internal programs and network structure and information regarding infrastructure and customer information from disclosure under the California Public Records Act (California Government Code Sections 6250 through 6276.48) ("CPRA"). Without in any way affecting the confidential nature of the information, the City shall provide the requested information to the Consultant pursuant to the terms of this Agreement, and the City's disclosure shall not constitute a public disclosure pursuant to Government Code Section 6254.5.

c. All confidential information shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

d. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not

subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

e. Consultant shall use reasonable care to protect the confidential information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages.

f. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any confidential information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any confidential information disclosed under this Agreement.

g. Consultant shall use the confidential information solely for the limited purposes of the Services.

h. Except as otherwise agreed upon by the Parties, Consultant shall maintain physical custody or control over all confidential information obtained by it and shall be responsible for ensuring that such confidential information is not disclosed.

i. Without prejudice to the rights and remedies otherwise available to City, Consultant acknowledges and agrees that: the confidential information is valuable to City, unique, and contains sensitive information; a breach of this Agreement could cause irreparable harm to City; and that City could be entitled to seek injunctive relief, specific performance or both if Consultant breaches or threatens to breach any of the provisions of this Agreement.

j. All confidential information shall remain the property of City. Following Consultant's completion of the Services, Consultant shall promptly destroy all such confidential information in its possession or control and certify such destruction to City in a writing signed by an authorized representative.

k. This Section 19 shall survive the termination of this Agreement.

20. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. 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; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its 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, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

21. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity,

gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and shall comply with all legal nondiscrimination mandates. For every subcontractor who shall perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

22. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that shall limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

24. 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. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

25. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. 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. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

27. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant.

28. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

29. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

30. Force Majeure. 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 are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

31. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.

32. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

33. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

34. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

35. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

36. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

37. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

38. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

39. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

40. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

Signatures on Next Page

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as “(1) Agreement Start Date” on the Cover Page.

CITY OF OXNARD

GANNETT FLEMING, INC.

☒ Tim Flynn, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ [name] , Buyer

Ken Hume, Vice President² _____ Date _____

John H. Kessler, CFO _____ Date _____

ATTEST:

Michelle Ascencion, City Clerk (only if Mayor signs) _____ Date _____

APPROVED AS TO FORM:

 _____ 4/2/19
 Stephen M. Fischer, City Attorney (always required) Date

¹ The City Council must authorize and the Mayor must sign any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

SCOPE OF SERVICES EXHIBIT

BACKGROUND AND PURPOSE

Cities and agencies state-wide continue to be impacted by the growing pressure on local and imported water supplies. Groundwater pumping is being limited by management agencies to protect local aquifers from depletion and the cost of imported water continues to rise. Natural disasters, such as earthquakes, could also seriously disrupt the delivery of imported water. The City of Oxnard (City) recognizes the need to address these issues through development of a Water Business Plan to ensure a reliable long-term supply of water to their service area.

A comprehensive business plan for the City's Water Enterprise will provide management guidance for addressing sustainability issues related to water resources and the use of recycled water to supplement potable water supply. The Water Business Plan will consider options from a strategic perspective that address the City's long term (30-year) water goals and determine the most beneficial and cost-effective means for the City to manage their water resources including the sale of recycled water. Options identified for water projects will require funding and the City will look at initiation and completion of such projects over time using a phased approach. The chosen options will ensure that the City's ratepayers receive an optimal benefit on their investment in the recycled water program. Each option will be evaluated considering revenue generation, capital costs, operation and maintenance (O&M) costs as well as benefits and risks to the City. Further, chosen options will enhance the reliability, redundancy, quality and flexibility of the City's current water supply system. Output from the Water Business Plan will be used in the City's Rate Study, which is being undertaken in parallel with this project.

SCOPE OF WORK SUMMARY

The following is a summary of the task breakdown for the Water Business Plan. The detailed scope of work is included thereafter.

Task 0: PROJECT MANAGEMENT AND QA/QC – Consultant will develop a Project Charter and Project Plan and conduct overall Project management and quality control.

Task 1: PROJECT INITIATION, DATA COLLECTION AND GOAL SETTING – Consultant will conduct kick-off meeting, undertake data collection, and work with City staff, Public Works management, City Manager's office, and elected officials in setting of "high-level" goals/objectives for the Water Enterprise. Effort also includes defining metrics used to make decisions.

Task 2: BASELINE DEVELOPMENT – Consultant will identify existing status (baseline condition) of Water Enterprise through due diligence review of past reports, documentation of existing condition of facilities and review of existing capacities/delivery capabilities. Effort includes calculation of the current unit cost of potable water and recycled water under existing baseline conditions.

Task 3: FINANCIAL PLAN MODEL DEVELOPMENT – Consultant will develop a financial model to assess the current financial health (baseline condition) of the Water Enterprise. Effort includes training of City staff on the use of the model.

Task 4: SCENARIO DEVELOPMENT AND ALTERNATIVES SCREENING – Consultant will develop scenarios for the delivery of potable water and recycled water by the Water Enterprise. Effort includes preparation of detailed alternatives based on the scenarios, which would then be analyzed and ranked based on cost and benefits.

Task 5: STAKEHOLDER REFINEMENT OF ALTERNATIVES – Consultant will support City staff in soliciting input from local stakeholders regarding the scenarios and alternatives developed under Task 4. Effort included determination as to whether refinement of alternatives is needed based on stakeholder input.

Task 6: PREPARATION OF WATER BUSINESS PLAN – Consultant will prepare a Water Business Plan for the City’s Water Enterprise based on the work conducted under Tasks 1 through 5. Effort includes supporting City staff in the preparation of information for Public Works and Transportation Committee (PWTC) and City Council presentations.

TASK 0: PROJECT MANAGEMENT AND QA/QC

Task 0.1 Project Management and Billing

Project management includes the following:

- Preparation of the Project Charter and Project Plan
- Maintenance of the City’s monthly reporting requirements and earned value tracking
- Project progress status updates
- Client correspondence
- Monthly invoicing
- Management of the Project Team

Task 0.2 Quality Assurance/Quality Control (QA/QC)

Provide QA/QC throughout the business plan development and financial plan model.

Deliverables: The Consultant shall prepare a Project Charter, Project Plan, monthly invoices, client correspondences (as needed).

TASK 1: PROJECT INITIATION, DATA COLLECTION AND GOAL SETTING

Task 1.1 Meetings

The Consultant will conduct a project kick-off meeting with City staff, key Consultant staff and subconsultants. The goals for the kick-off meeting include:

- Acquainting City staff with the Consultant’s team and individual assignments and responsibilities;
- Establish points of contact and protocols;
- Establish overall goals and objectives for the use of the Water Business Plan;
- Review the draft of the Project Work Plan and schedule;
- Discuss City concerns and;
- Discuss the data request and any initial data questions.

The Consultant will prepare a detailed data request and submit to the City prior to the kick-off meeting that identifies the information needed to begin development of the Water Business Plan.

Meeting(s): The Consultant shall attend one (1) 4-hour kick-off meeting and six (6) interim meetings with City staff (agenda to be defined) so that the Water Business Plan development receives consistent input and guidance.

Deliverable(s) (in Adobe PDF format): The Consultant shall prepare meeting agenda materials, meeting minutes, and data request list.

Task 1.2 – Build City Consensus of Project Goals and Objectives

This subtask involves identification of overall Project goals and objectives for development of the Water Business Plan. These goals and objectives are derived from “high-level” policy input from elected officials, City Manager office, City

management and Senior staff within the Public Works Department. These goals and objectives may relate to areas such as potable water sustainability, rate stability, emergency response reserves, support to agriculture, and regional coordination and cooperation. High-level alternatives will also be identified such as; the use of recycled water for internal City potable water augmentation (groundwater recharge), the sale of recycled water to agriculture, the sale of recycled water to regional wholesale agencies and the sale of recycled water by the City as a wholesale agency. The following steps will be undertaken as part of this subtask:

- Coordinate with City staff to conduct confidential survey of elected officials using tools such as SurveyMonkey, Qualtrics or other survey applications. Scope assumes one (1) survey with associated summary documentation
- Conduct interviews with City staff
- Initiate data review
- Conduct workshop to review outcome of survey and interviews

The Consultant will prepare a summary report identifying results of surveys and interviews including a summary of established goals and objectives for the Water Business Plan as agreed upon at the workshop. The summary report shall also identify “high-level” criteria for identifying approaches to water and recycled water delivery and how those approaches would be weighted during an assessment used to generate initial water planning scenarios. The scenarios will be further refined into alternatives for water and recycled water delivery that will be analyzed in subsequent tasks under this scope of work. The criteria for weighting of approaches to water and recycled water delivery may include, but will not necessarily be limited to, the following:

- Potential Impacts on Water Rates
- Public Acceptance
- Reliability
- Ease of Implementation
- Sustainability
- Regulatory Risk
- Flexibility
- Ability to Serve Customers Types (municipal, industrial, agriculture, etc.)

Meeting(s):

- The Consultant shall conduct interviews with City staff (assumes 4 meetings total with documenting meetings with total of forty (40) hours for interviews and documentation)
- The Consultant shall conduct one (1) workshop to review results of surveys and interviews and to present City established high-level goals and objectives for the Water Business Plan.

Deliverable (submitted in Microsoft Word and Adobe PDF format): The Consultant shall prepare a draft Water Enterprise Goals and Objectives Summary Report identifying results of surveys and interviews conducted under Task 1. Based on City input received during the workshop, Consultant shall prepare the final Water Enterprise Goals and Objectives Summary Report.

TASK 2: BASELINE DEVELOPMENT

Task 2.1 - Assess Current Situation

This subtask includes a review the existing conditions of the Water Enterprise. The following efforts will be a part of this subtask:

- Review/Assess Existing Asset Capacities
 - Treatment Facilities, Advanced Water Purification Facility (AWPF) and Desalter
 - Blending Stations and Water Mains
 - Recycled Water Pipelines

- Aquifer Storage and Recovery (ASR) Well
- Review Existing Water Agreements
- Review Proposed Developments
- Review Planning Studies
- Review Internal and External Influences

Task 2.2 – Assess the Current Cost of Water and Recycled Water

The Consultant will review the operations and maintenance (O&M) budget for water and wastewater enterprises and allocate costs to potable water and recycled water. Recycled water costs will include those costs that are associated with the delivery of feedwater to the recycled water treatment facilities. Other associated costs that would be attributed to each portion of the Water Enterprise portfolio, such as debt service and fund balance maintenance will also be included. The Consultant will coordinate with City staff regarding these allocations. Using the cost analysis undertaken under this subtask as well as the financial model developed under Task 3, the Consultant will assess the current unit cost for potable water and recycled water production.

Meeting(s): The Consultant shall attend one (1) meeting with City Staff to Review Baseline Conditions and Constraints TM.

Deliverable (submitted in Microsoft Word, Microsoft Excel and Adobe PDF format): The Consultant shall prepare a Technical Memorandum identifying baseline, constraints of the Water Enterprise and the estimate of current unit cost for potable water and recycled water. The deliverable shall be submitted following completion of Task 3.

TASK 3: FINANCIAL PLAN MODEL DEVELOPMENT

The Consultant will develop a financial model in Microsoft Excel 2016 format for the current baseline conditions of the City's Water Enterprise. The baseline model will be used and expanded as appropriate for the evaluation of scenarios and alternatives to be developed under Task 4.

Task 3.1 – Model Development

The Consultant will create a baseline financial model for water and recycled water to assess the current financial health of the Water Enterprise by modeling the following:

- Revenue, expenses (O&M, capital, debt service) and yearly cash flow
- Reserve balances – reflective of City reserve policies
- Debt coverage ratios
- Revenue/rate adjustments to estimate customer bill impacts

The baseline financial model will establish the current financial health of the Water Enterprise before evaluating potential alternatives.

The financial model will then be used to evaluate business plan alternatives developed in Task 4. The financial plan models will:

- Model each enterprise's (water and recycled water) financial health and the financial viability for each scenario by showing potential financial and rate impacts and reserve balances for each alternative - considering the impacts of recycled water costs and sales on potable water
- Project expenses and revenue needs (costs) over a near, mid-term and long-term (30-year) planning horizons
- Project potential future rate impacts and potential challenges to the City's financial health, enabling the City to phase expenses, reserve balances, or capital project scheduling to smooth customer impacts and maintain financially viable enterprises

- Evaluate options for capital financing including rates, debt, grants, or infrastructure bank loans

During the development of the model, the Consultant will review and discuss the City's reserve targets, as applicable, for operating, capital, rate stabilization, and emergency reserves to ensure fiscal stability consistent with prudent utility practice. The model will include a financial plan Dashboard. The Dashboard will have the following features and will be used to evaluate business plan alternatives:

- Flexibility to change many assumptions such as water sales, capital investment, and revenue adjustments;
- Error flagging and problematic results such as: failure to meet debt coverage, reserves below target levels, etc.;
- Sensitivity analyses and various "what-if" scenario assessments, so that impacts can be viewed instantaneously with built in-screen graphics;

The Dashboard will include scenario managers allowing for easy recall of the costs and assumptions associated with alternatives developed under subsequent tasks. Through the dashboard, the City will be able to select capital financing options through pay-as-you-go or debt and view resulting reserve balances.

The model format developed under this task will be used to analyse up to four (4) alternatives that will be developed in subsequent tasks so that the most appropriate alternative can be selected considering demand, supply, costs, and financing alternatives.

Task 3.2 –Training

The Consultant will provide training on the use of the Financial Model to City staff. The City will provide facilities to accommodate the training sessions. The scope includes one (1) 4-hour training session.

Meeting(s)/Conference(s):

- The Consultant shall attend up to three (3) meetings; up to two (2) in-person meeting and one (1) web meeting, to review model development and business plan alternatives
- The Consultant shall attend one 4-hour meeting for training of City staff on the financial model

Deliverable(s) (submitted in Microsoft Excel and Adobe PDF format): The Consultant shall provide a Financial/Business plan model developed using Microsoft Excel 2016 software.

TASK 4 - SCENARIO DEVELOPMENT AND ALTERNATIVES SCREENING

The scope of work will include the development of water and recycled water delivery scenarios that can then be used to generate more detailed alternatives. The more detailed alternatives can then be evaluated from a cost benefits perspective that included the results of the financial model as discussed in Task 3. The Consultant will work cooperatively with City staff to finalize criteria for water and recycled water delivery scenario screening. The scenarios developed under Subtask 4.1 and 4.2 will be used to prepare delivery alternatives that will be further analyzed under Subtask 4.3. Using the weighted criteria, the Consultant will screen the scenarios. The screening will look at the near-term (1 to 5 years) and mid-term (6 to 10 years) objectives that align with the City's long-term vision based on the goals and objectives identified under Task 1. Specific activities included in scenario development include the following:

- Finalizing near-term and mid-term objectives that tie into the long-term vision identified under Task 1
- Identifying other key performance indicators that may be used in conjunction with the weighting criteria identified under Task 1
- Establish final criteria for screening scenarios
- Determine how each scenario fits into the City's current master planning for the Water Enterprise and how the planning may be impacted
- Considerations that optimize the benefits to the City for regional cooperation in water and recycled water delivery

Metrics for scenario evaluation include, but may not necessarily be limited to:

- Maintaining adequate water supply for specific users (municipal, industrial, agriculture, etc.)
- Mitigating potential impacts to ratepayer costs
- Maintaining financial health of the Water Enterprise fund
- Requiring that City Rate Payers are fairly compensated for their past and future investments
- Optimizing Public acceptance
- Considering administrative requirements

Task 4.1 – Potable Water Scenarios for Consideration

Using existing infrastructure capabilities, operations structure and planning documents for the Water Enterprise as a starting point, scenarios for water delivery will be developed. Limitations on groundwater pumping and groundwater quality will be considered in scenario development. This effort will include a review the Fox Canyon Groundwater Management Agency (GMA)'s groundwater sustainability plan and newly adopted groundwater allocation ordinance to determine potential impacts to the City's Water Enterprise. Alternatives for Imported Water (Calleguas) Purchase (e.g. increase or decrease in purchases) will also be considered.

The scenarios will be further developed and assessed to generate up to four (4) alternatives related to potable water resources. The scenarios identified will also be evaluated against options for purchase of potable water from regional wholesale agencies. Cost and reliability factors associated with purchased water will be considered against local options for both near term as well as long-term water supply options.

Task 4.2 - Develop Potential Scenarios for Recycled Water Use

Using criteria and constraints defined in Tasks 1 and 2 and further refined under this task, recycled water scenarios to be screened include:

- Use Recycled Water for City purposes
 - Indirect Potable Reuse – Aquifer Storage and Recovery
 - Landscape Irrigation
- Sell all Recycled Water
 - Indirect Potable Reuse – Spreading Grounds
 - Agricultural Users
 - Other
- Use Recycled Water for Basin Management
 - Compensation for injection to aquifer
- Incorporate outside capital investment in infrastructure development

Recycled water alternatives may involve:

- Recycled water pipeline extensions
- Source water alternatives, i.e. Stormwater and/or Ventura Sewer Extension
- Recycled water retrofits
- Regional participation/cooperation
- Potential private sector participation

Meeting(s): The Consultant shall conduct one (1) workshop to review results of potable and recycled water scenarios and screening.

Deliverable (submitted in Microsoft Word and Adobe PDF format): The Consultant shall prepare a draft Water Delivery Scenario Memorandum identifying results of potable and recycled water scenarios development. Based on City input received during the workshop, Consultant shall prepare the final Water Delivery Scenario Memorandum.

Task 4.3 – Alternatives Analysis

Based on the results from Subtasks 4.1 and 4.2, up to four (4) overall alternatives for potable/recycled water portfolio delivery under the Water Enterprise will be developed and presented in a summary Water Enterprise Alternatives Report. The analysis will identify near-term (1 to 3 years) and mid-term (4 to 10 years) alternatives to achieve the long-term vision based on the goals and objectives identified under Task 1. The qualitative benefits of each alternative will be presented. Talking points will be prepared for discussions with stakeholders as identified in Task 5 (Stakeholder Refinement of Alternatives). These alternatives will be evaluated based on criteria established in cooperation with City staff. These criteria may include but are not limited the following:

- Reliability
- Implementation challenges
- Regulatory constraints and risks
- Stakeholder complexity

The scope includes development of preliminary costs. Using the preliminary costs, a Cost-Benefit Analysis will be conducted to determine best short-term, mid-term and long-term options for the City's Water Enterprise. Using the model developed under Task 3 (Model Development), the alternatives will be quantitatively analyzed to identify the financial pros and cons of each in terms of the following:

- Net Present Value (NPV)
- Internal Rate of Return
- Timing of Cash flows
- Reserve balances
- Debt Coverage
- Revenue adjustments over time – indicates average bill impacts

The NPV assessment sums the yearly cashflow, which is derived from subtracting all related expenses from the projected revenue. Alternatives with an NPV greater than zero benefit City Ratepayers. Alternatives with the largest NPV would be considered optimal from a financial perspective, however there may be other qualitative considerations that impact their overall ranking.

Meeting(s): The Consultant shall attend up to three (3) meetings; up to two (2) in-person meeting and one (1) conference call to review Draft Water Enterprise Alternatives Report with City staff.

Deliverable (submitted in Microsoft Word and Adobe PDF format): The Consultant shall prepare a draft Water Enterprise Alternatives Report that presents up to four (4) overall alternatives for potable/recycled water portfolio delivery under the Water Enterprise. Each alternative shall include near-term and mid-term approaches that will result in meeting the City's long-term goals and objectives for the Water Enterprise. The results of final alternatives analysis will include the ranking and recommendation of alternatives based on the goals and objectives identified under Task 2 and the quantitative assessment undertaken under Task 4.3.

TASK 5 – STAKEHOLDER REFINEMENT OF ALTERNATIVES

The purpose of the stakeholder outreach effort is to discuss alternatives developed under Task 4 with local and regional entities that would either be impacted by or contribute to the City's chosen approach to potable water and recycled water delivery. Stakeholder feedback could then be considered in finalizing the selected near-term and mid-term alternatives that will best set the City's Water Enterprise on a path to reach long-term goals and objectives established under Task 1.

Task 5.1 - Conduct Outreach to Regional Stakeholders to Establish Common Ground

The Consultant will conduct meetings, quantified below, or conference calls with regional stakeholders interfacing with the City's planning and State regulators to discuss the scenarios and alternatives prepared under Task 4. It is anticipated that the scope will include interface with the following cities and agencies:

- City of Ventura
- United Water Conservation District
- Pleasant Valley County Water District
- Channel Islands Beach Community District
- City of Port Hueneme
- Naval Base Port Hueneme
- Fox Canyon Groundwater Management Agency
- Calleguas Municipal Water District
- Other City-Wide Mutual Water Districts
- Ventura County Flood Control District
- Los Angeles Regional Water Quality Control Board
- California Division of Drinking Water
- Procter and Gamble (P&G)

Meeting(s):

- The Consultant shall attend up to thirteen (13) meetings; up to seven (7) in-person meetings and six (6) conference calls with regional stakeholders.
- The Consultant shall conduct a meeting with City staff to review the draft Outreach Report.

Deliverables (submitted in Microsoft Word and Adobe PDF format):

- The Consultant shall prepare a draft Outreach Summary Report that summarizes the results of the outreach effort conducted under Tasks 5.2 and 5.3. The draft report will identify interface issues raised by regional stakeholders and refined alternatives based on stakeholder input. Based on City input received during the review meeting, Consultant shall prepare the final Outreach Report.

Task 5.2 - Alternatives Refinement

Based upon the results of the stakeholder outreach identified under Subtasks 5.2 and 5.3, a review of the alternatives prepared under Task 4 will be conducted to determine whether the outreach effort identified other considerations that would impact the way an alternative is structured and/or ranked. This review may therefore result in further refinement of certain alternatives. The Consultant will prepare a summary draft Impact Report that identifies whether the outreach effort created changes to the structure and/or ranking of alternatives presented in the draft Water Enterprise Alternatives Report and will meet with City staff to review the draft report. The Consultant will prepare a final Impact Report based on input received during the review meeting.

Following preparation of the final Impact Report, the Consultant will prepare a final Water Enterprise Alternatives Report based on the results of the Impact Report.

Meeting(s):

- The Consultant shall attend one (1) meeting with City staff to review the draft Impact Report.
- The Consultant shall attend one (1) meeting with City staff to review the final Water Enterprise Alternatives Report.

Deliverable(s) (submitted in Microsoft Word and Adobe PDF format):

- The Consultant shall prepare a draft Impact Report for review by the City. Based on City input received during the review meeting, Consultant shall prepare a final Impact Report.
- The Consultant shall prepare a final Water Enterprise Alternatives Report based on the results of the Impact Report.

TASK 6 – PREPARATION OF WATER BUSINESS PLAN

Task 6.1 – Plan Preparation

A draft and final Water Business Plan will be prepared. The business plan will be a compilation of the final reports and memoranda prepared under Tasks 1 through 5 with an executive summary. The Plan will detail the business plan alternatives the assumptions, costs and benefits of each alternative and key performance indicators. It will describe the resulting financial health of the water and recycled water enterprises under each business case alternative and discuss the Consultant's overall recommendations. A draft plan workshop will be conducted to solicit feedback from City staff. A final plan will be prepared and issued to the City based on feedback received.

Task 6.2 – Public Works and Transportation Committee (PWTC) and City Council Presentations

The Consultant will assist City staff in the preparation of materials and PowerPoint presentation(s) for the PWTC and City Council. The scope of work assumes two (2) PWTC presentations and one (1) City council presentation.

Meeting(s):

- The Consultant shall attend one four (4) hour workshop to review draft Water Business Plan with City staff
- Attendance at two (2) PWTC meetings and one (1) City Council meeting

Deliverable(s) (submitted in Microsoft Word and Adobe PDF format):

- The Consultant shall prepare a draft Water Business Plan for review by the City and PWTC representatives. Based on City input received during workshops and meetings, Consultant shall prepare the final Water Business Plan.
- The Consultant shall assist City staff in the preparation of PowerPoint presentations for City Council and PWTC meetings.

SUMMARY OF MEETINGS

The following table represents the breakdown of meetings for the Project Team.

Tasks	Prime Consultant (Gannett Fleming)		Subconsultant (MVE)		Subconsultant (RFC)	
	In-person	Web Mtg/ Conf. Call	In-person	Web Mtg/ Conf. Call	In-person	Web Mtg/ Conf. Call
Task 1						
Task 1.1 Meetings						
Kick-off Meeting and Prep	1		1		1	
Interim Coordination Mtgs and Prep	3	3	3	3	2	1
Task 1.2 - Build Consensus of Project Goals						
Interviews with staff	4		2			
Conduct Workshop with City staff to review Project Goals	1		1			
Task 2						
Task 2.1 - Assess Current Situation						

Meet with City Staff to Review Baseline Conditions and Constraints TM	1		1			
Task 3						
Task 3.1 - Model Development						
Model Review Mtgs with City Staff	2	1	2		2	1
Task 3.2 - Training						
Provide one 4-hour training Session to City Staff	1				1	
Tasks (con't)	Prime Consultant (Gannett Fleming)		Subconsultant (MVE)		Subconsultant (RFC)	
Meeting Type	In-person	Web Mtg/ Conf. Call	In-person	Web Mtg/ Conf. Call	In-person	Web Mtg/ Conf. Call
Task 4						
Task 4.2 - Develop Recycled Water Scenarios						
Prepare and Conduct Workshop with City Staff	1		1			
Task 4.3 - Alternatives Analysis						
Review Alternatives with City Staff	2	1	2	1	1	1
Prepare and Conduct Workshop with City Staff	1		1		1	
Task 5 - Stakeholder Refinement						
Task 5.1 - Conduct Regional Stakeholder Outreach						
Conduct Meetings or Conference Calls with Regional Stakeholders	7	6	7	6		
Prepare and Conduct Workshop with City Staff to Review Draft Outreach Summary Report	1		1			
Task 5.2 - Alternatives Refinement						
Prepare and Conduct Impact Report Review Meeting with City Staff	1		1			
Prepare and Conduct Final Water Enterprise Alternatives Report Review Meeting with City Staff	1		1		1	
Task 6 - Water Business Plan Report						
Prepare and Conduct Workshop with City Staff to Review Draft Water Business Plan	1		1		1	
Task 6.2 - PWTC and City Council Presentation						
Attendance at Up To two (2) PWTC Meetings	2		2		1	
Attendance at one (1) City Council Meeting	1		1		1	
Total Number of Meetings	31	11	28	10	12	3

RATES AND COSTS EXHIBIT

CITY OF OXNARD WATER BUSINESS PLAN PROJECT HOURLY RATE SCHEDULE

Consultant agrees to render its services per the Scope of Services Exhibit at the rates per hour for professional personnel listed below. No rate changes shall be permitted unless both parties agree in writing by an amendment to the Professional Services Agreement that has been authorized by City Council.

Project Hourly Rate Schedule by Category					
Prime Consultant (KEH Gannett Fleming)		Subconsultant (MVE)		Subconsultant (RFC)	
Principal	\$255	Principal Consultant	\$185	Principal Consultant	\$255
Managing Engineer	\$238			Manager	\$238
Senior Operator	\$194			Senior Consultant	\$210
Project Engineer I	\$192			Administrator	\$80
Project Engineer II	\$168				
CADD Drafter	\$132				
Project Accountant	\$112				
Project Coordinator	\$98				
Subconsultant mark-up @ 10% of hourly rates shown					

Consultant agrees to render its services per the Scope of Services Exhibit and estimates its total costs for these services in the table below. No increase in the Not to Exceed amount of the Agreement shall be permitted unless both parties agree in writing by an amendment to the Professional Services Agreement that has been authorized by City Council.

FEE ESTIMATE

Tasks	Fee Estimate
Task 0	\$40,446
Task 0.1 Project Management, Reporting and Billing (assumes a 12-month Project duration)	
Project Charter and Plan	
Monthly Reporting Earned Value Tracking	
Project Status Updates	
Client Correspondence	
Monthly Invoicing	
Project Team Management	
Task 0.2 Quality Control	
QA/QC	
Task 1	\$73,892
Task 1.1 Meetings	

Kick-off Meeting and Prep (one 4-hr mtg)	
Interim Coordination Mtgs and Prep (6 mtgs total; 3 in-person mtgs and 3 conference calls)	
Task 1.2 - Build Consensus of Project Goals	
Staff coordination	
Interviews with staff (4 mtgs total)	
Initiate Data Review	
Prepare Draft Water Enterprise Goals and Objectives Summary Report	
Prepare Workshop Material and Conduct Workshop	
Prepare Final Water Enterprise Goals and Objectives Summary Report	
Task 2	\$63,866
Task 2.1 - Assess Current Situation	
Review Existing Assets	
Review Existing Water Agreements	
Review Proposed Developments	
Review Planning Studies	
Review Internal and External Influences	
Prepare Draft TM Identifying Baseline Conditions and Constraints	
Meet with City Staff to Review Baseline Conditions and Constraints TM	
Prepare Final TM Identifying Baseline Conditions and Constraints	
Task 2.2 - Assess the Current Cost of Water and Recycled Water	
Integrate Final Baseline Conditions and Constraints with Financial Model Structure Development	
Task 3	\$23,689
Task 3.1 - Model Development	
Prepare Draft Financial Model	
Prepare Meeting Material and Conduct Model Review Mtgs with City Staff (3 mtgs total; 2 in-person mtgs and 1 web mtg)	
Prepare Final Financial Model	
Task 3.2 - Training	
Provide one 4-hour Training Session to City Staff	
Task 4	\$141,891
Determine Cost-Benefit Criteria for Scenario Screening	
Task 4.1 - Potable Water Scenarios	
Develop Potable Water Scenarios	
Task 4.2 - Develop Recycled Water Scenarios	
Develop Recycled Water Scenarios	
Prepare Draft Water Delivery Scenario Report	
Prepare and Conduct Workshop with City Staff	
Prepare Final Water Delivery Scenario Report	
Task 4.3 - Alternatives Analysis	
Identify Near-term and Mid-Term Alternatives to Achieve Long-term Vision	
Prepare Alternatives Preliminary Costs Estimates	
Identify Qualitative Benefits for Each Alternative	
Develop Model Runs for Each Alternative	
Review Alternatives with City Staff (2 in-person Mtgs and 1 conference call)	

Prepare Talking Points for Discussions with Stakeholders	
Prepare Draft Water Enterprise Alternatives Report	
Prepare and Conduct Workshop with City Staff (note: Final Water Enterprise Alternatives Report to be prepared following completion of Task 5)	
Task 5 - Stakeholder Refinement	\$102,230
Task 5.1 - Conduct Regional Stakeholder Outreach	
Conduct Up To 13 Meetings or Conference Calls with Regional Stakeholders	
Document Regional Input	
Prepare Draft Outreach Summary Report	
Prepare and Conduct Workshop with City Staff to Review Draft Outreach Summary Report	
Prepare Final Outreach Summary Report	
Task 5.2 - Alternatives Refinement	
Review Water Enterprise Alternatives Report and Determine the Impacts on Selected Alternatives Based on Results of Outreach Summary Report	
Prepare Draft Impact Report	
Prepare and Conduct Impact Report Review Meeting with City Staff	
Prepare Final Impact Report	
Prepare Final Water Enterprise Alternatives Report	
Prepare and Conduct Final Water Enterprise Alternatives Report Review Meeting with City Staff	
Task 6 - Water Business Plan Report	\$73,129
Task 6.1 - Plan Preparation	
Prepare Draft Water Business Plan	
Prepare and Conduct Workshop with City Staff to Review Draft Water Business Plan	
Prepare Final Water Business Plan	
Task 6.2 - PWTC and City Council Presentation	
Assist City Staff in the Preparation of PowerPoint Presentation(s) for PWTC and City Council Meetings	
Attendance at Up To 2 PWTC Meetings	
Attendance at one City Council Meeting	

TOTAL FEE ESTIMATE \$519,143

INSURANCE EXHIBIT (INS-A)
INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

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

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

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

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

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

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000

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

CERTIFICATE HOLDER

CITY OF OXNARD

Attn: Insurance Compliance
Reference No. _____

P.O. Box 100085 - OX
Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

**GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")****SUBMIT IN DUPLICATE**

ENDORSEMENT NO. _____

ISSUE DATE (MM/DD/YY) _____

PRODUCER _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

Telephone: _____

☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____
with an Aggregate of \$ _____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)

NAMED INSURED _____

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered

CITY AGREEMENTS/PERMITS _____

TYPE OF INSURANCE**GENERAL LIABILITY**☐ COMMERCIAL GENERAL LIABILITY☐ Claims Made☐ COMPREHENSIVE GENERAL LIABILITY

Retroactive Date _____

☐ OWNERS & CONTRACTORS PROTECTIVE☐ Occurrence**OTHER PROVISIONS****COVERAGES**

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

☐ GENERAL☐ PRODUCTS/COMPLETED
OPERATIONS☐ PERSONAL & ADVERTISING INJURY☐ FIRE DAMAGE☐ _____☐ _____**CLAIMS:** Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: () _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or

b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER**CITY OF OXNARD****Attn: Insurance Compliance**

Reference No. _____

P.O. Box 100085 – OX**Duluth, GA 30096****Via Email: cityofoxnard@ebix.com****Via Fax: 678-259-1007****AUTHORIZED REPRESENTATIVE**☐ Broker/Agent☐ Underwriter

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____

(original signature required)

Telephone: () _____

Date Signed: _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE ENDORSEMENT NO. _____ ISSUE DATE (MM/DD/YY) _____	
PRODUCER Telephone: _____		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits ☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)	
NAMED INSURED		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE ☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER		OTHER PROVISIONS	
LIMIT OF LIABILITY \$ _____ per accident, for bodily injury and property damage.		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (_____) _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.			
2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.			
3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.			
4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.			
5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.			
6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).			
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 - OX Duluth, GA 30096 Via Email: <u>cityofoxnard@ebix.com</u> Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (_____) _____ Date Signed _____	



City of Oxnard Request for Proposal (RFP)

Water Business Plan

Bid Close Date: September 17,
2018
by 2:00 p.m. PT

Purchasing Division
300 West Third Street
Oxnard, CA 93030
www.oxnard.org

Solicitation opportunities: <https://www.oxnard.org/rfps-and-rfqs/>

TABLE OF CONTENTS

A. SOLICITATION INTRODUCTION

1. Proposed Timeline
2. Period of Performance
3. Introduction
4. General Information
5. Project description
6. Contractors Qualifications and Responsibility

B. PROPOSAL GUIDELINES

Tab A – Proposal Checklist
Tab B – Company Profile/ Experience
Tab C – Acknowledgement
Tab D – Scope of Services
Tab E – References
Tab F – Bidder Attachment

A non-mandatory pre-proposal meeting will be held on Wednesday, August 22, 2018 at 11:00 a.m. at the City of Oxnard Council Chambers located at 305 W. Third Street, First Floor, Oxnard, California 93030.

Attention Bidders: Please complete bid documents Tabs A through F and upload your proposal as part of your bid response at www.publicpurchase.com.

The City is soliciting professional services for the Public Works Department in the development of a comprehensive recommended Water Business Plan.

Proposers will be responsible to carefully examine the requirements contained herein.

PROPOSED TIMELINE

DATE	ACTIVITY
August 13, 2018	Release of Solicitation
August 22, 2018	Non-Mandatory Pre-Proposal Meeting at <u>11:00 a.m.</u>
September 17, 2018	Submission of the Proposal due by <u>2:00 p.m.</u>
September 18 – 26, 2018	Review of Proposals
October 9, 2018	Oral Interviews
October 10, 2018	Agreement Development/Negotiations
October 16, 2018	Contracted work begins

The above dates are tentative and are subject to change as necessary.

PERIOD OF PERFORMANCE

The period of performance anticipated for this solicitation and shall be for one (1) year beginning October 16, 2018 or effective upon signature of an Agreement by both parties, unless terminated earlier.

1.0 INTRODUCTION

The City of Oxnard, hereinafter referred to as “City,” is soliciting proposals from qualified Consulting firms, hereinafter referred to as “CONTRACTOR,” to assist City in preparing a long range business plan to address the City’s short and long-term water goals and the future of recycled water sales. City intends to award CONTRACTOR a Consulting Service Agreement, hereinafter referred to as “AGREEMENT,” for such efforts.

1.1 GENERAL INFORMATION

The City of Oxnard (City), incorporated as a general law city in 1903, is located about sixty miles west of the City of Los Angeles and about ten miles southeast of the City of Ventura. It is situated near the mouth of the Santa Clara River on a gently sloping alluvial fan commonly known as the Oxnard Plain. The land generally slopes in a southwesterly direction toward the ocean at an average rate of about 10 to 20 feet per mile, or less than one-half of one percent. This flat topography has a major bearing on surface improvements and the corresponding drainage impacts and the associated costs for flood protection. Elevations in the City range from mean sea level to about 100 feet above mean sea level. Today, the City has a population of slightly more than 207,000 residents, and its corporate limits cover an area of about 32 square miles.

The City established its Water Division with the purchase of the local water system from Ventura County Power Company in 1912. The Oxnard Municipal Water Department (now known as the Water Division) building on Hayes Street was built in 1915 on the site of two original artesian wells and a 150,000 gallon elevated steel storage tank. Today, the Water Division serves the City’s population through approximately 34,000 domestic water service connections within the City.

The City is also a purveyor of potable water to Oxnard area residents. The City’s water supply comes from local groundwater pumped by the City and purchased from United Water Conservation District (United). To produce a water quality that is palatable for the City users, the groundwater is blended with imported water from Northern California (the State Water Project) purchased through Calleguas Municipal Water District (CMWD).

The City’s current potable water supply portfolio is as follows:

- Local groundwater pumped from City wells (25 to 30 percent of total demand)
- Local groundwater purchased from United (25 to 30 percent of total demand)
- Imported water purchased from CMWD (40 to 50 percent of total demand)

The available groundwater supply is controlled by Fox Canyon Groundwater Management Agency (GMA). The GMA manages the groundwater basin by controlling groundwater pumping allocations in an effort to protect the basin and reduce groundwater pumping to a “safe yield.” Therefore, the amount of groundwater that can be pumped by the City and United is limited. Like groundwater, imported water supplies from Northern California are also limited.

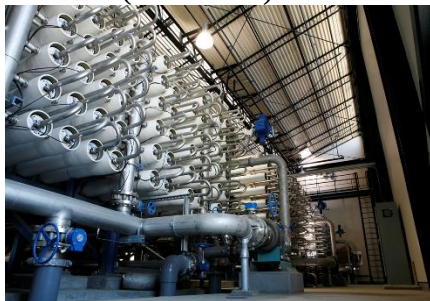
The imported water comes from the Sacramento-San Joaquin Delta, and environmental groups and other shareholders have been active in protecting the Bay-Delta ecosystem. As a result, a long-term solution developed to protect the Bay includes a reduction of water exports. Further, the reliability of imported water is uncertain due to potential earthquakes, vulnerability of the State Water Project's aging infrastructure, and lack of redundancy in the State and local (Calleguas) infrastructure.

Water Supply Assets

The City's water supply assets include:

- 10 City-owned wells for pumping groundwater
- Six blending stations, located throughout the City service area, used to mix groundwater (high in total dissolved solids or salts) with imported water (low salts) and/or desalted groundwater to enhance potable water quality
- A brackish water desalter (Desalter) used to improve groundwater quality by removing salts
- An Advanced Water Purification Facility (AWPF) designed to produce advanced treated recycled water by using secondary effluent from the Oxnard Wastewater Treatment Plant (OWTP)
- A water supply distribution network including piping and appurtenances
- Two recycled water distribution pipelines, the recycled water backbone pipeline, mainly located in Ventura Road (North-South) and the Hueneme Road pipeline

(East-West)



The City Desalter and AWPF were built as part of City's Groundwater Recovery Enhancement and Treatment (GREAT) Program. Both facilities were designed for future expansion, which includes space for additional equipment and infrastructure (piping, etc.) designed to accommodate higher future flows. Presently, the Desalter can produce 7.5 million gallons per day (mgd) of high quality, low-salt groundwater. The building has space and infrastructure to add equipment to bring the Desalter production capacity up to 15 mgd.

Like the Desalter, the AWPF has space and infrastructure to add equipment. At present, the AWPF can produce 6.25 mgd of fully advanced treated recycled water and, with future expansion, the AWPF could ultimately produce 25 mgd.

However, since the source water to the AWPf is secondary effluent from the OWTP, expansion of the AWPf is also dependent upon how much wastewater is available (under steady flow conditions) from the OWTP. Based on current flow conditions from the OWTP, the AWPf could only be expanded to 9.375 mgd.



Plans to extend the recycled water pipeline system along Hueneme Road from the current Olds Road termination to Wood Road are currently being developed by the City. Also, the City is completing a demonstration aquifer storage and recovery (ASR) well at Campus Park for potential indirect potable reuse (IPR).



GREAT Program Background and History

An understanding of the City's GREAT Program and its history is crucial when evaluating the current water supply portfolio, assets and program elements.

In the 1980's the City was planning to reclaim its wastewater and the fate of its water resources. This laid the groundwork for the GREAT Program, which the City has been implementing for almost two decades. The GREAT Program, initiated in the late 1990's and early 2000s, was intended as a water resources plan that combined wastewater recycling and reuse, groundwater injection, storage and recovery, and groundwater desalination. Further, the GREAT Program was to provide regional water supply solutions to water users in the Oxnard Plain.

The GREAT program was instituted in response to increasing demand for potable water due to rapid growth within and around the City, as well as the need to manage water resources in the Oxnard Plain. Groundwater recharge on the Oxnard Plain had not kept up with the rate of withdrawal, resulting in a water imbalance condition.

Also, evidence of seawater intrusion into the Oxnard Plain groundwater aquifer had been identified. Further, the City understood that the reliability of imported water supplies was uncertain and that the cost of imported water was expected to rise.

The cornerstone of the GREAT Program was the recycled water. By providing recycled water for groundwater injection and agricultural irrigation, the City was to amass groundwater allocations in the Oxnard Basin. The City expected to recover these groundwater allocations through increased pumping using existing or new production wells. To this end, these groundwater pumping allocations were to be used to make up the City's water supply deficit.

The GREAT program was conceptualized to protect and address the severe water imbalance condition in the Oxnard Basin because the City would obtain its groundwater from the Upper Aquifer System (UAS), which was readily recharged through the Oxnard Forebay. By using recycled water in lieu of groundwater for agriculture, less groundwater would be drawn from the Lower Aquifer System (LAS) in the southern Oxnard Plain, which is not readily recharged.

The following is a brief summary of the GREAT program elements and the intended purposes:

- The City needed water supply to keep up with the forecasted growth and could not rely on imported water to make up the pending deficit.
- The City would build a groundwater Desalter because more groundwater was needed to offset the supply deficit. Since the groundwater quality was not palatable and the imported water for blending was to be limited, adding groundwater desalting would improve the potable water quality.
- The City and United allocations were limited by the GMA so, in order to pump more groundwater, the City needed more pumping allocations from GMA.
- The City built the AWPf in recognition of the fact that the City's wastewater was a resource. Advanced treatment of the wastewater would produce a water supply which could be sold to agricultural users on the Oxnard Plain in exchange for needed groundwater pumping allocations.
- The recycled water would also be used for landscape irrigation or industrial process water to reduce the in-City water demand.
- The City would use the advanced treated recycled water to create a seawater intrusion barrier, which would allow the AWPf to continuously operate when agricultural and irrigation demands subsided (i.e., winter or rainy periods).
- The seawater intrusion barrier would include multiple ASR wells. The ASR wells would be used to inject and store recycled water in the aquifer, and the City would receive a one-to-one exchange for pumping allocations.

The City completed construction on the GREAT Program Groundwater Desalter (Phase 1) in 2008 and the AWPf (Phase 1) in 2012.

Current Situation

Since the inception of the GREAT program, the main program drivers have changed. Most notably, the City's need for a more reliable and sustainable water resource has been driven by the vulnerability and rising cost of imported water as well as the scarcity of water resources in general, rather than the increased City demand for potable water. Past pressure for a more potable water supply was abated primarily because the rate of development and population growth within and around the City slowed as a result of the 2008-2009 housing and financial crisis. Also, more efficient water use has been observed due to the recent severe drought in California, which exposed the scarcity of water and the vulnerability of the State's imported water supplies and triggered a statewide reduction in urban potable water usage.

The drought prompted the Governor of California to sign Executive Order No. B-29-15 in January 2014, declaring a drought state of emergency. The Order directed the State Water Resources Control Board (Water Board) to impose restrictions to achieve a statewide 25 percent reduction in potable urban water usage through February 28, 2016. These restrictions required water suppliers to California's cities and towns to reduce usage as compared to the amount used in 2013. In 2016, subsequent Executive Order No. B-37-16 focused on "making water conservation a way of life." This Order noted that our changing climate requires California to continue to "adopt and adhere to permanent changes to use water more wisely and to prepare for more frequent and persistent periods of limited water supply" and that "increasing long-term water conservation among Californians, improving water use efficiency within the State's communities and agricultural productions, and strengthening local and regional drought planning are critical to California's resilience to drought and climate change." Although rainfall in the winter of 2016-2017 replenished much of the State's reservoirs, Ventura County and the groundwater basins underlying the City have not recovered.

The Water Board and the Division of Drinking Water (DDW) also recognized the need for more sustainable water supplies and in June of 2014 revised regulations related to recycled water to permit IPR. This regulatory change has a significant impact on the GREAT Program objective. Rather than relying on the exchange of pumping allocations with recycled water users to offset supply deficit, IPR could allow the City to use fully advanced treated recycled water to offset its future supply deficit.

Since 2014, the City has consistently used the Desalter to improve the quality of pumped groundwater and, since 2016, the City's AWPf has been producing recycled water for irrigation use within the City and for agricultural irrigation. In July of 2015 and again in 2017, the Los Angeles Regional Water Quality Control Board (RWQCB) amended the City's Waste Discharge Requirements/Water Recycling Requirements (WDR/WRR) to allow the City to temporarily deliver its advanced treated recycled water to growers on the Oxnard Plain using CMWD's Regional Salinity Management Pipeline (SMP). Growers are observing the benefits of the high quality AWPf water and, in some cases, implementing new farming techniques (such as hydroponic farming) in which the high quality water from the City's AWPf is desirable. The recycled water revenue is more than capable to fund daily recycled water operations and maintenance. In addition, the City also accumulates one-for-one groundwater allocations from recycled water sales.

1.2 PROJECT DESCRIPTION

Over time, the infrastructure used to deliver imported water to Southern California is aging and activities related to water use are creating increased imported water vulnerability. For example, excessive pumping of groundwater in the Central Valley has caused ground subsidence thereby weakening the levees in the Delta. Thus, water deliveries to Southern California could be seriously disrupted in the event of an earthquake or failure of delta levees due to erosion, seepage and/or land subsidence (see California Department of Water Resources, *The State Water Project Delivery Reliability Report 2007*, Draft). Likewise, CMWD provides the imported water to the City, and CMWD's main transmission pipeline to the City is vulnerable and without redundancy. The need to maintain the State Water Project facilities and Calleguas facilities has driven up the cost for imported water, and it is projected to continue to rise over the next 30 years by approximately 5.5 percent per year.

In an effort to manage the Oxnard Basin to a "safe yield," groundwater pumping allocations, assigned by the GMA, have been consistently decreasing. The GMA established temporary extraction allocations (TEAs) for the Basin in 2014 using historical pumping from 2003 to 2012 as the base period. By 2016, the TEAs were reduced by 20 percent and a penalty was established for pumping over the TEA allocation. Consequently, the City's groundwater supply source--both pumping by the City and by United--is capped for the foreseeable future at approximately 14,686 acre feet per year (AFY) without penalty. Additionally, it is conceivable that a further reduction of the TEA will occur.

Increased use of imported water to make up the deficit would be very costly to City ratepayers. In addition, the Fox Canyon GMA is proposing further groundwater cutbacks. Using additional groundwater to make up the deficit does not seem prudent. The AWPf provides a new water source to the City's portfolio as well as the local groundwater basin. The use of this water for IPR, however, is predicated on RWQCB and DDW approval of the demonstration ASR well project and capital outlay for future construction projects (ASR wells and piping). The City also submitted six conceptual projects to the Fox Canyon GMA for consideration as new water source projects. The conceptual projects will be evaluated as part of the regional solutions to Ventura County groundwater sustainability program.

Some local agencies such as United, Pleasant Valley County Water District (PVCWD), the City of Ventura, and the local agricultural community are interested in developing partnerships with the City regarding the recycled water program.

Therefore, the City is now seeking a qualified consultant to consider the various options from a strategic perspective and prepare a comprehensive recommended business plan for the City's recycled water program. The business plan is intended to address the City's long term (30-year) water goals and determine the most beneficial and cost effective means for the City to manage and sell recycled water. To this end, the planning document will evaluate scenarios to address the use of recycled water to supplement potable water supply. The chosen scenarios must ensure that the City's ratepayers receive a return on their investment in the recycled water program. Further, chosen scenarios must enhance the reliability, redundancy, quality and flexibility of the City's current water supply system.

The City's comprehensive recommended business plan must take into consideration multiple scenarios using a phased approach over time to optimize this new water supply as part of the City's future water supply portfolio. Because time and money are needed to advance water projects, the City will need to look at initiation and completion of water projects over time. Consequently, the consultant must develop scenarios considering a phased approach: the near-term phase will represent an initial one- to three-year period; the mid-term phases will represent the next three to five years and the subsequent six to 10 years; and finally, the long-term phases will represent the 10 to 20 years and 20 to 30 years.

Each scenario will be evaluated considering revenue, capital and operation and maintenance (O&M) costs as well as benefits and risks to the City. The evaluation will include identification of scenarios that include water supply redundancy, reliability, enhanced water quality, and City's 2030 General Plan requirements. Since the AWPf provides a new source of water to the local groundwater basin, the comprehensive recommended business plan will also address the value of this resource in contributing to and maintaining a sustainable water balance within the groundwater basin. The business plan evaluation will consider the economic impact of each recycled water scenario related to the return on investment (ROI) for City ratepayers.

1.3 CONTRACTORS QUALIFICATIONS AND RESPONSIBILITIES

Scope of Work

The City is soliciting professional services for the Public Works Department in the development of a comprehensive recommended water business plan.

Task 1 – Project Management of this Agreement

Provide all professional and support services required to manage, control, track, and report on the progress of work and expenditures provided under this scope of work including, but not limited to, the following:

1. Coordination and management of all consultant's subconsultants.
2. Quality assurance / quality control measures.
3. Project coordination meetings.

Task 2 – Scenario Development

Develop a business plan to address the City's short- and long-term water goals and determine the most beneficial and cost effective means to manage and sell the City's recycled water supply. Evaluate scenarios to address the use of recycled water to supplement potable water supply.

Task 3 – Education and Outreach Services

Provide public outreach services related to the comprehensive recommended business plan, including, but not limited to, holding public workshops in collaboration with City staff.

Reach out to CMWD, United, the Fox Canyon GMA, neighboring cities, the County of Ventura, the agricultural community and other interested parties to solicit reasonable recycled water proposals for consideration.

Task 4 – Develop a Comprehensive Business Plan

Develop a comprehensive recommended recycled water business plan including, but not limited to, the following:

1. Review existing planning and engineering reports.
2. Evaluate current and future situations including: updated Urban Water Management Plan, Fox Canyon GMA policy, water and recycled water regulatory changes, impacts of the drought and climate change, and cost of imported water.
3. Incorporate all reasonable scenarios, including a cost-benefit analysis of each option.
4. Update the recycled water program cost projections.
5. Develop a comprehensive recycled water business plan, including recommendations for short-, mid- and long-term objectives.

Tab A – Proposal Checklist

Instructions:

- a) This section must be filled in and each item checked off to ensure all items requested by the City in this solicitation have been submitted.
- b) Follow the instructions in each section of this solicitation.
- c) Present all requested items in the index tabs ordered A through G as shown.
- d) Label each item presented and include additional items on your Table of Contents.
- e) All proposals must include a detailed description of each proposed service to be provided.
- f) Bidders that do not follow the bid instructions found in the Terms and Conditions document may be found to be “non-responsive” and disqualified from the bid process.

Name of Company:

Service to provide:

Main Point of Contact:

E-mail:

Phone:

Tab A Proposal Submission Checklist

General Bidder Information

Please provide one copy of the following items in your proposal. Indicate the page number where the item is located.

	Page Number
☐ Tab A: Proposal Checklist (<i>this page</i>)	_____
☐ Tab B: Company Profile/ Experience	_____
☐ Tab C: Acknowledgements.....	_____
☐ Tab D: Scope of Services.....	_____
☐ Tab E: References	_____
☐ Tab F: Bidder Attachment.....	_____

CERTIFICATIONS

I, _____, a duly authorized agent of

Printed Name of Agent/Officer

Name of Organization

hereby certify that _____ by submission of this proposal in response to the

Name of Organization

solicitation, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature: _____

Date: _____

Title of Agent/Officer: _____

"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."

Tab B - Company Profile/Experience

This section of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the RFP. The Company Profile should be concise and clear, including descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.).

BIDDER'S RESPONSE:

2. Company overview of services or activities performed, including:

- a. The City of Oxnard is a public agency with a City Council composed of elected officials. The elected officials are restricted from voting on any action concerning a contract whose owners have made a campaign contribution of \$250 or more in the previous 12 months. To assist them in their decision making process, please indicate the owners of the company and if any contributions were made to the Elected Officials.
- b. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.
- c. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.
- d. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

a. **BIDDER'S RESPONSE:**

b. **BIDDER'S RESPONSE:**

c. **BIDDER'S RESPONSE:**

d. **BIDDER'S RESPONSE:**

3. Please indicate whether the Bidder holds controlling or interests in any other organization, or is owned or controlled by any other person or organization, if none, please state N/A. Governmental agencies are exempt from this requirement.

BIDDER'S RESPONSE:

4. Provide any financial interests in any other business. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement.

BIDDER'S RESPONSE:

5. An explanation of any litigation involving the Bidder or any principal officers thereof in connection with any contract. Is your firm, or the principals associated with your firm, under investigation, being sued, suing, or affiliated in any lawsuit or alternative dispute resolution with any governmental agency? If so, please provide details.

BIDDER'S RESPONSE:

6. List the members of your organization who are authorized to negotiate Proposals/Contracts.

BIDDER'S RESPONSE:

7. Credentials/Resumes/Certifications/Licenses:

This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

Bidder shall specifically provide the following information on all employees to be providing services related to this RFP:

- a. Position Title
- b. Responsibilities
- c. Qualifications/Experiences
- d. Education
- e. Certifications/licenses, if applicable
- f. List other pertinent information that will assist in evaluating Bidder's qualifications.

BIDDER'S RESPONSE:

BIDDER'S RESPONSE:

BIDDER'S RESPONSE:

BIDDER'S RESPONSE:

BIDDER'S RESPONSE:

BIDDER'S RESPONSE:

Bidder can add as many sections to this bid response box as they need to state all employees providing services.

Tab C – Acknowledgement

1. Clarifications, Exceptions, or Deviations

All Bidder(s) shall describe any exception or deviation from the requirements of the RFP. Each clarification, exception, or deviation must be clearly identified. If your firm has no clarifications, exceptions, or deviations, a statement to that effect shall be included in this section. The sample service agreement is a separate attachment discussed in the RFP Bidder Terms and Conditions document located on the Public Purchase website and incorporated herein by this reference.

The following contractual terms are **non-negotiable**.

- a. Termination
- b. Indemnification
- c. Limitation of Liability
- d. Insurance
- e. Conflict of Interest
- f. Governing Law
- g. Assignability of Agreement

Do you have any other exceptions/deviations? If so, please identify the exception and provide an explanation:

BIDDER'S RESPONSE:

2. Evidence of Insurability/Business Licenses

All Bidder(s) shall submit evidence of all required insurance. If awarded the contract the Bidder has ten (10) calendar days to produce the required insurances, including a certified endorsement naming the City as additionally insured. The Bidder shall certify to the possession of any and all current required licenses or certifications. Do not purchase additional insurance until this bid has been awarded. Provide a copy of current business license or other applicable licenses.

3. Transition (If applicable)

Upon expiration or termination of this Agreement for any reason, during the transition close-out period the Contractor agrees to:

- a. Continue delivering services until notified otherwise; and
- b. Assist the City in the orderly transition and transfer of all collaborations and committees to the City and the subsequent Contractor(s); and
- c. Provide, in a timely manner, all file and information deemed necessary by the City for use in subsequent contracting activities without additional cost to the City or the new Contractor(s), upon termination or expiration of this Agreement for any reason; and
- d. Cooperate with the City during a transition close-out period to ensure orderly and seamless delivery of services to the City.

Tab D - Scope of Services

This RFP has a space provided under each question the City has of the Bidder. This RFP is available for electronic download at www.publicpurchase.com.

Bidders must address all points in this section. All questions are in italicized font in the box.

Summary of Services

1. Provide a summary of the work plan and/or methodology and physical resources (staff and equipment) your company will commit to ensure successful project completion.

BIDDER'S RESPONSE:

2. Provide a summary of project approach in the development of the water business plan

BIDDER'S RESPONSE:

Tab E - References

All Bidder(s) must include present and past performance information with a minimum of three (3) references of recent similar projects. References cannot include City staff as a reference. However, references can include other governmental agencies. Please verify that all reference information is correct.

Reference 1	
Company name:	
Address:	
Contact person:	
Email address:	
Telephone address:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

Reference 2	
Company name:	
Address:	
Contact person:	
Email address:	
Telephone address:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

Reference 3	
Company name:	
Address:	
Contact person:	
Email address:	
Telephone address:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

1. Provide a list of contracts that your company has been awarded during the last three (3) years, showing year, type of services, dollar amounts of services provided, location, contracting company, contact name, and phone number.

BIDDER'S RESPONSE:

2. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

BIDDER'S RESPONSE:

Tab F - Bidder Attachment

Any response that Bidders are finding difficulty pasting into the “Bidders Response” boxes in any section of the RFP, bidders shall paste in Tab G. When pasting attachments to Tab G, label the attachments “Attachment 1”, Attachment 2” and so forth. Enter the corresponding “Attachment Number” into the Bidder’s Response box as the example shows below:

Below is an example:

Tab C - Company Profile

This section of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the RFP. The Company Profile should be concise and clear, and include descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.)

BIDDER’S RESPONSE: Located in “Attachment 1”

2. Proof of non-profit status, if applicable

BIDDER’S RESPONSE: Located in “Attachment 2”

Tab G - Any response that Bidders are finding difficulty pasting into the “Bidders Response” boxes in any section of the RFP, bidders shall paste in Tab I. When pasting attachments to Tab G, label the attachments “Attachment 1”, Attachment 2” and so forth. Enter the corresponding Attachment Number into the Bidder’s Response box with the words “See Tab G.” List all attachments with an index tab.

List all attachments included in this Section. Please use additional pages to list attachments if necessary.

Attachment Number	Document Title	Page Number
Attachment 1	_____	_____
Attachment 2	_____	_____
Attachment 3	_____	_____
Attachment 4	_____	_____
Attachment 5	_____	_____
Attachment 6	_____	_____
Attachment 7	_____	_____
Attachment 8	_____	_____

Securing Our Water Future

Water Resources Management Plan (Business Plan)

&

Financial Plan and Rate Study

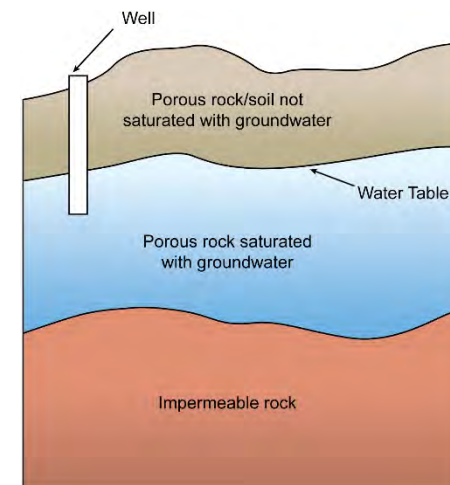
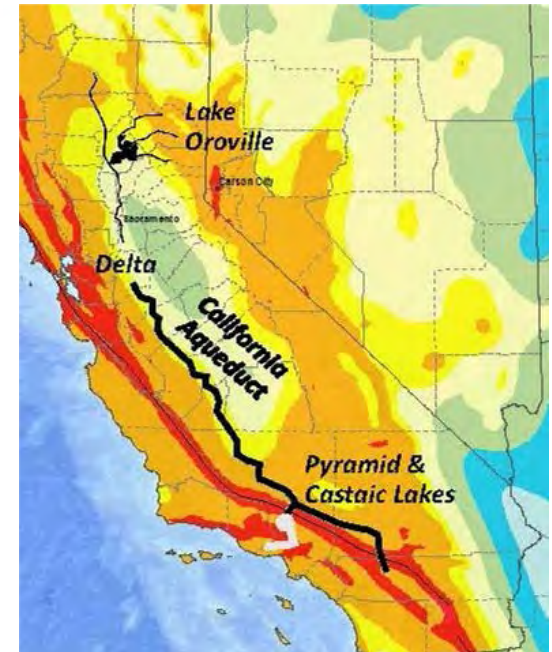
City Council

May 7, 2019

Oxnard's Drinking Water Supply

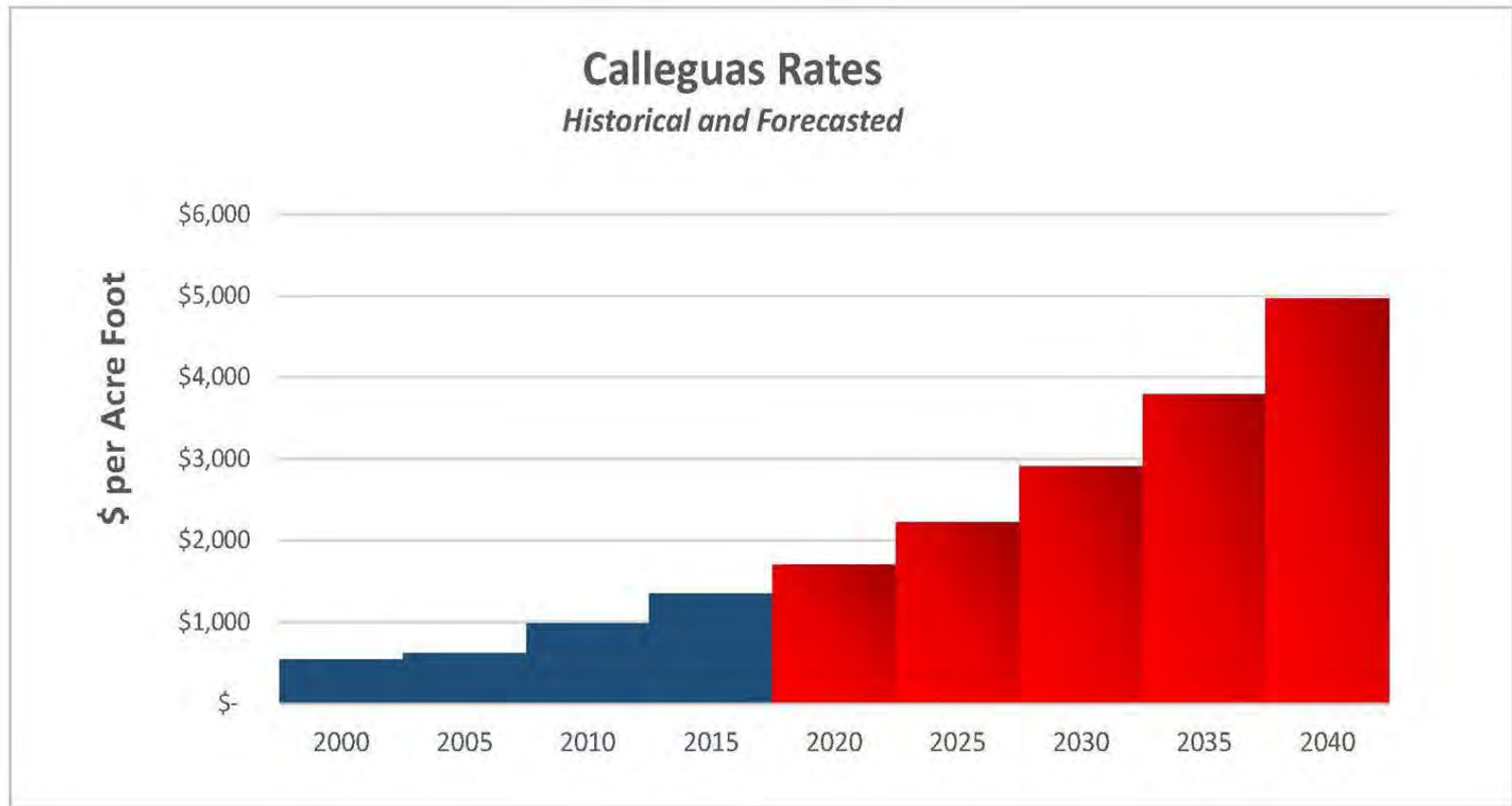
Diverse Water Portfolio

- **Imported Water**
 - (40-50%) delivered by Calleguas Municipal Water District, via Metropolitan Water District of Southern California
- **Local Groundwater**
 - (25-30%) delivered by United Water Conservation District
 - (25-30%) pumped and treated from City-owned wells



Imported Water Challenges

- 5.5% annual cost increases projected
- Delivery vulnerability

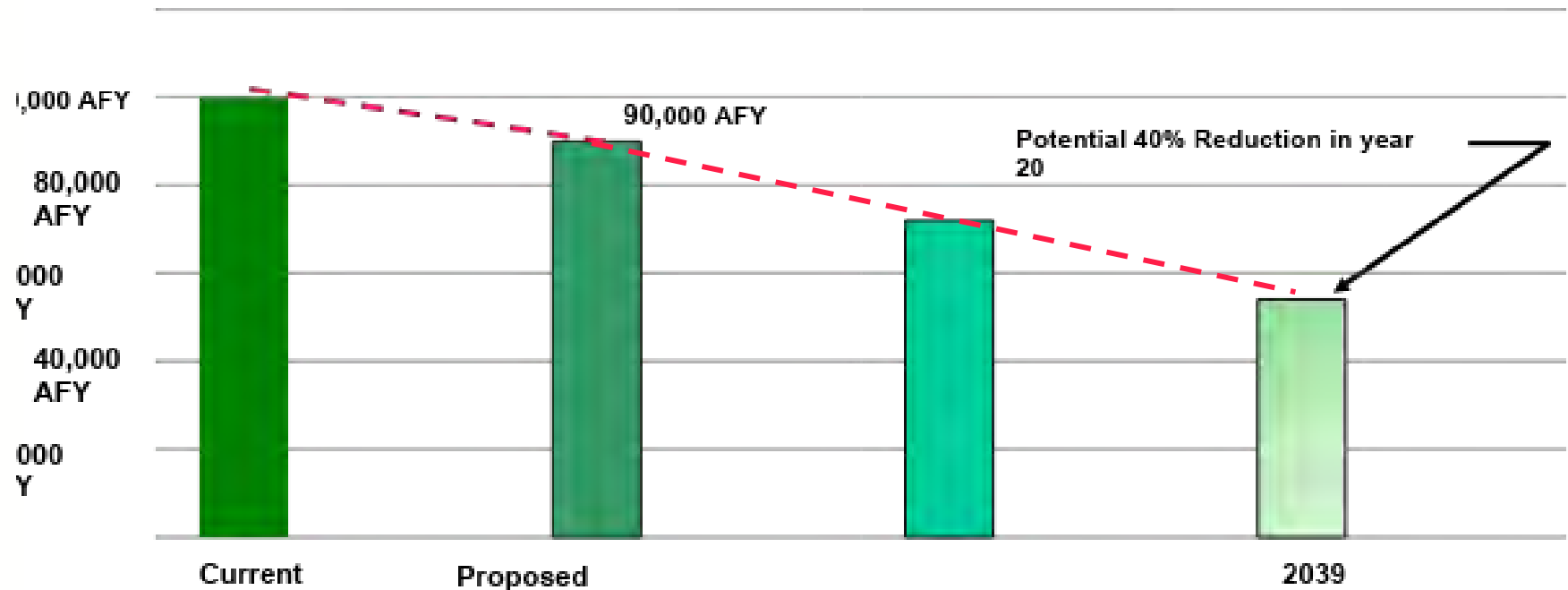


Source: Calleguas Municipal Water District - Rates 2000-2018, projected to increase 5.5% per year to 2040

Local Groundwater Challenges

- Local groundwater basin is in critical overdraft condition
- Sustainable Groundwater Management Act (SGMA)

Fox Canyon GMA Total Groundwater Extraction*



*impacts United and City groundwater pumping allocations

Potential Expanded Water Supply Source

- Advanced Treated Recycled Water is purified water from Oxnard Wastewater Treatment Plant
 - Recycles water that would be lost to ocean
 - Currently used for landscape, agriculture and industry
- New regulations allow for recycled water groundwater injection and potable reuse
- AWPf designed to expand to ultimate production of 25 MGD
 - Expansion requires more equipment and more water flow



Advanced Water Purification Facility (AWPF)

Current production capacity:
6.25 million gallons per day
(MGD)
(~7,000 acre–feet per year)

Crossroads Today

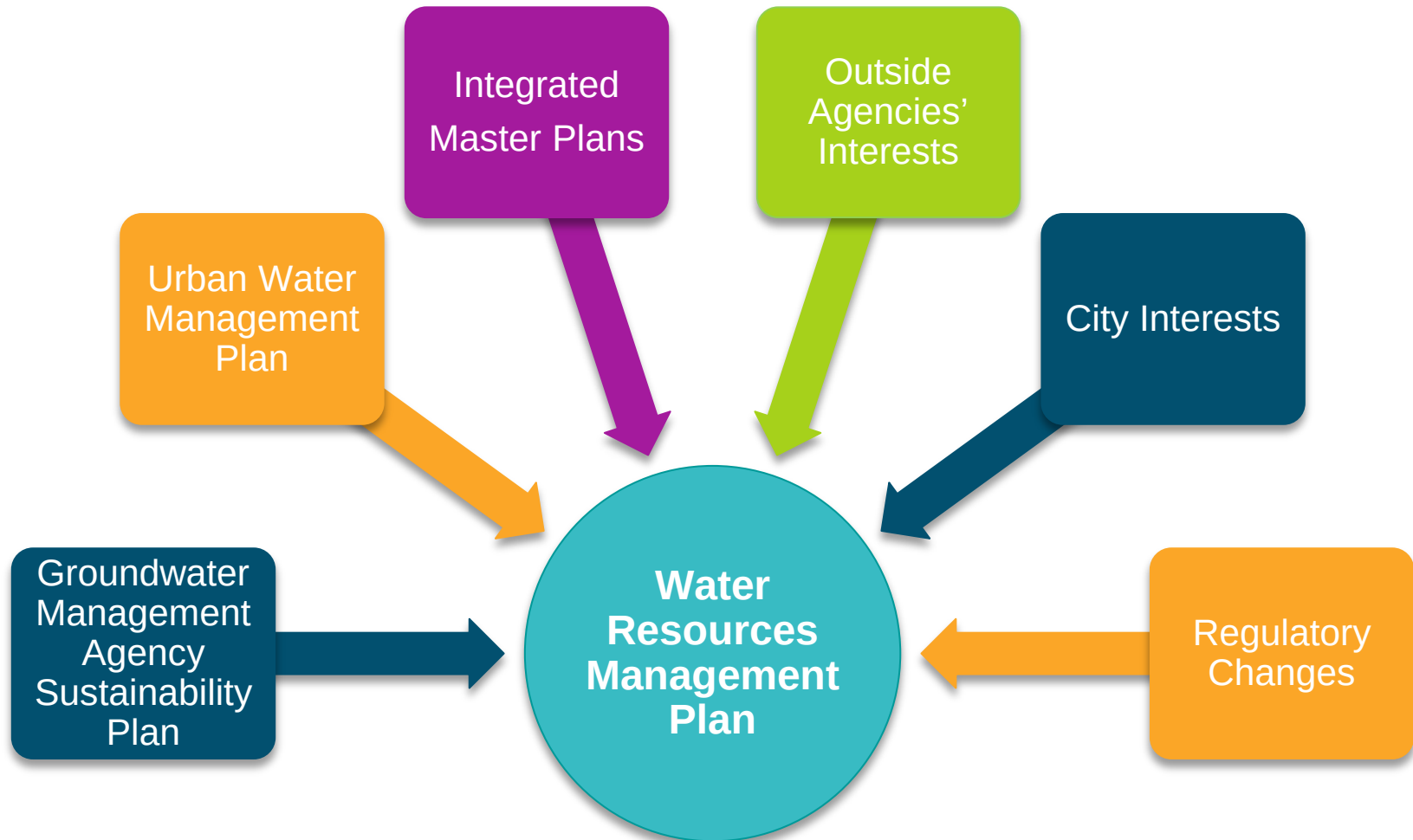
- Water sources are complex and shared
- Aging infrastructure must be maintained or replaced
- Climate change impacts are uncertain
- Water affordability is a key concern
- Customers care about quality and service
- Regional economic vitality depends on water security
- Our recycled water system is a valuable regional asset



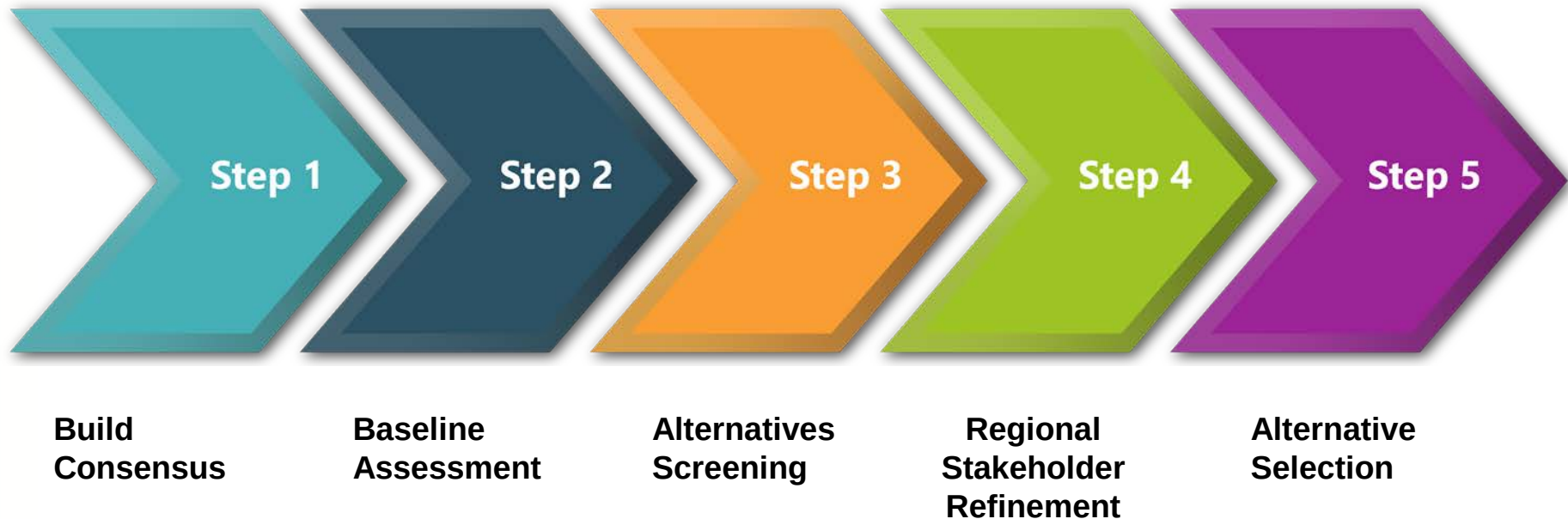
Water Resources Management Plan and Rate Study will address the following aspects:

1. Best investments to secure our water future
2. Actions to meet future regulatory and climate change challenges
3. Necessary steps to provide a reliable and high-quality water for generations to come
4. Balance long-term project priorities with water rates today
5. Create a dialogue with our customers so they can tell us what's most important to them

Water Resources Management Plan Components



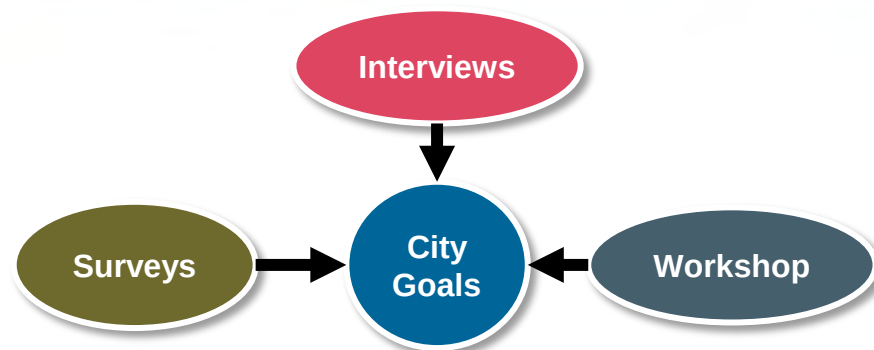
Water Resources Management Plan Implementation



Water Resources Management Planning Steps

Step 1:

Solicit input on goals and objectives through surveys and interviews



Step 2:

Assess Oxnard's Water Division assets and financial health



Step 3:

Identify and screen alternatives

Step 4:

Engage partners as our water resources are regionally linked



Water Resources Management Planning Steps

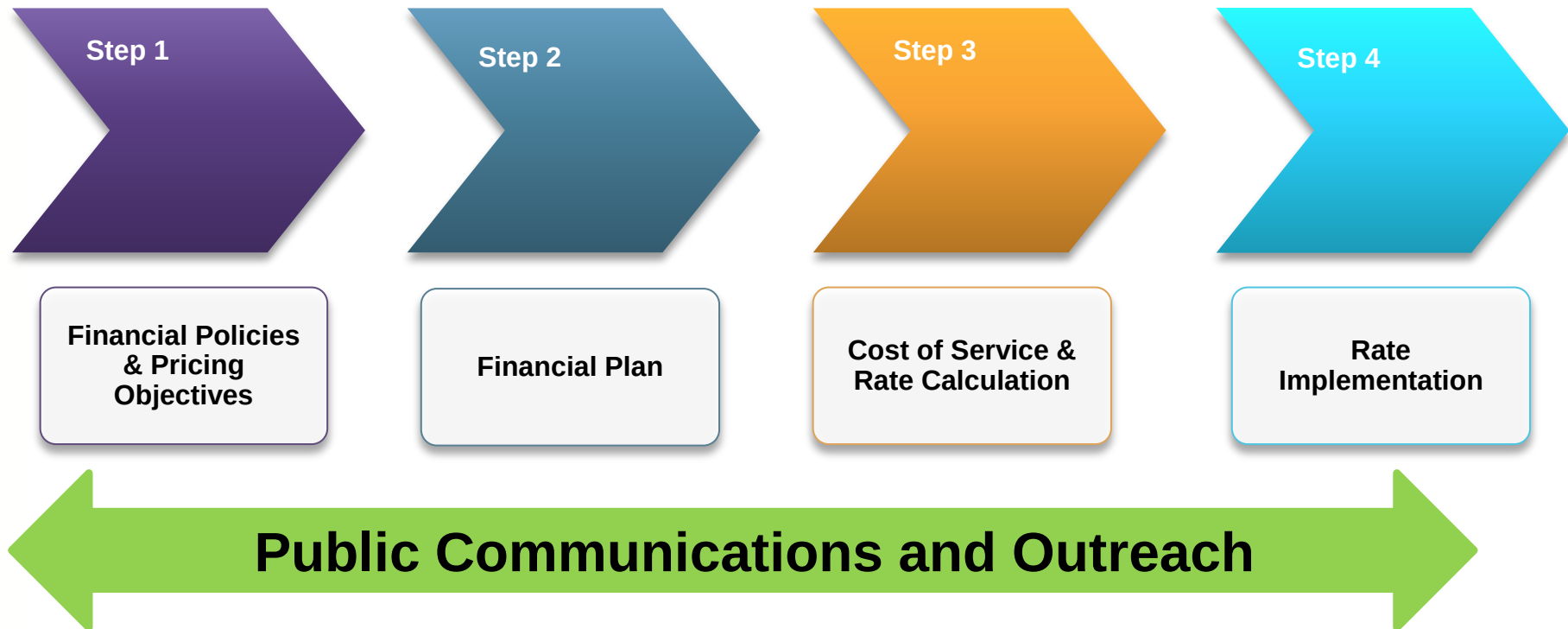
Step 5:

Establish optimal alternatives based on cost, reliability, implementation complexity, regulatory constraints and regional and customer benefits

- Develop an Oxnard Water Financial Model
- Assess qualitative benefits of each option
- Develop preliminary costs for each option
- Conduct a cost-benefit analysis
- Determine best short-term, mid-term and long-term options



Financial Plan and Water Rate Study Implementation



Community Outreach Plan



Public Outreach Plan

- Community outreach
- Materials that explain the water system and rates
- Connect to diverse communities

Utility Ratepayer Advisory Panel

- Community members
- Up to 10 meetings
- Input used to develop rates and rate structure alternatives
- Provide recommendation

Proposition 218

- Highly informative notice sent to every address
- Public hearing that informs and provides feedback opportunity

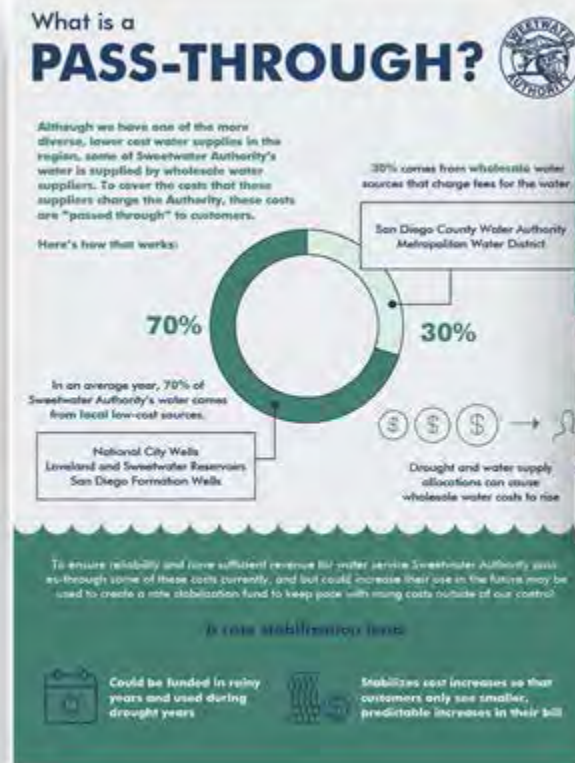
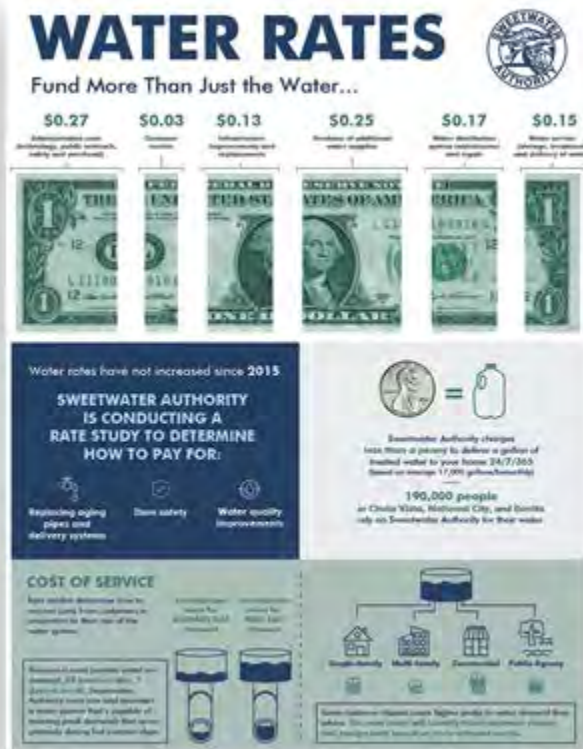
Utility Rates Advisory Panel Engagement

Meeting Agenda

1	Mission Statement and Charter, Potable and recycled system overview, Overview of rate structures, City's rate history
2	Water and Recycled Water Facilities Tour
3	Rate Setting, Discuss Reserve Policies, Pricing Objectives and Rate Structure Options
4	Review System Financial Health, Potential Revenue Adjustments Rate Structure Options
5	Select Preferred Rate Structure Review Customer Bill Impacts
6	Finalize URAP Recommendations/Input
7-10	Additional Meetings as Necessary

Images Speak Louder than Words

Infographic materials examples used in rate studies



Use Plain Language to Build Customer Understanding

“Pumps need variable frequency drives to match the water needs and create electrical cost efficiencies.”

OR

“We’re saving money by installing pumps that use less energy.”

Water Resources Management Plan (Business Plan): Gannett Fleming, MV Engineering, Raftelis

Task	Fee
Task 0 Project Management & QA/QC	\$40,446
Task 1 Project Initiation, Data Collection & Goal Setting	\$73,892
Task 2 Baseline Development	\$63,866
Task 3 Financial Plan Model Development	\$23,689
Task 4 Scenario Development & Alternative Screening	\$141,891
Task 5 Stakeholder Refinement	\$102,230
Task 6 Business Plan Report	\$73,129
Total	\$519,143

Water Financial Plan and Rate Study: Raftelis

Task	Fee
Task 1 Kickoff Meeting, QA/QC, Data Collection	\$10,397
Task 2 Review Existing Documents	\$3,248
Task 3 Education and Outreach Services	\$84,950
Task 4 Financial Plan	\$10,218
Task 5 Cost of Service	\$8,730
Task 6 Rate Design and Customer Billing	\$13,898
Task 7 Rate Comparison	\$2,696
Task 8 Reports	\$14,674
Task 9 City Council Presentations	\$7,130
Task 10 Proposition 218 Public Hearing	\$4,501
Total	\$160,442

Project Schedule

Water Resources Management Plan (Business Plan) & Rate Study Schedule

Description	2019												2020											
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Strategic Planning (Business Plan)																								
Public Outreach																								
Water Rate Study																								
City Council Presentation #1																								
City Council Presentation #2																								
Proposition 218 Public Noticing Period (45 days)																								
New Water Rates																								
★ Business Plan Alternative Final Selection																								

Questions



CITY COUNCIL AGENDA REPORT
REPORTS
AGENDA ITEM NO. N.4.

DATE: May 7, 2019

TO: City Council

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Agreement No. 8562-19-PW with Raftelis Financial Consulting, Inc. for Water Rate Study Consulting Services. (5/5/5)

RECOMMENDATION

That the City Council approve and authorize the City Manager to execute Agreement Number 8562-19-PW with Raftelis Financial Consulting, Inc. for a sixteen (16) month agreement for Professional Services for Water Rate Study at a cost not to exceed \$160,442.

BACKGROUND

The City of Oxnard operates a water utility to serve its residential, commercial, industrial, institutional and agricultural customers. As the largest city in Ventura County, the City delivers drinking water to more than 40,000 customer accounts; 88 percent are single and multi-family residential accounts.

The funds generated by water utility rates are used to provide reliable and safe drinking water for City residents and businesses. The City's primary financial goal for its utility enterprises is to ensure that revenues from rates and fees are adequate to fund daily operations and maintenance, capital improvements, debt service payments and appropriate reserve levels. Additionally, to maintain water supply and system reliability, the City must comply with strict environmental regulations and State water sustainability and conservation mandates, which have impacted the cost of and availability of water supplies.

Water rate adjustments and increases were last approved in July 2017, and went into effect on September 1, 2017.

DISCUSSION

The rising cost of imported water, tightening local groundwater supplies, increasing regulations, and expanded options for Oxnard's recycled water program are the main factors driving the need for a comprehensive financial review and plan to sustain the water utility into the future. Therefore, on October 18, 2018, the Water Division issued a request for proposal (RFP) to consulting firms that specialize in water rate study development. On November 14, 2018, four (4) consulting firms, including NBS Government Financial Group (NBS), Robert D. Niehaus, Inc. (RDN), Raftelis Financial Consultants, Inc. (Raftelis) and Carollo Engineers, Inc. (Carollo) submitted proposals.

From December 19, 2018, to January 14, 2019, City staff conducted interviews with these firms. The selection criteria for the interview included: 1) experience, 2) past performance, 3) staffing resources, 4) project approach, and 5) understanding of the local water market area. City staff determined Raftelis is the most qualified firm to conduct the water rate study.

City staff and Raftelis subsequently met to refine the scope of services and schedule and to negotiate the fees for services. The scope of services are summarized as follows:

Task 1: Kick-Off Meeting, Quality Assurance/Quality Control and Data Collection

Consultant will conduct a kick-off meeting with the following goals:

- Introducing the Project Team and getting to know the City staff.
- Establishing goals and objectives.
- Finalizing the work plan and schedule.
- Discussing pricing objectives, including equity, affordability and revenue stability.
- Discussing the data request and any additional data requirements.
- Discussing the City's goals for customer education and outreach.

Task 2: Review of Existing Documents

Prior to the kick-off meeting, the Consultant will prepare a detailed data request. If possible, Raftelis will review the initial data beforehand and prepare questions for efficiency. Consultant will review the following documents at a minimum:

- 2030 City's General Plan
- 2017 Public Works Integrated Master Plan
- 2015 Urban Water Management Plan
- 2019 Water Business Plan (in progress)
- City's 5-year Capital Improvement Plan
- Fox Canyon Groundwater Management Agency Groundwater Sustainability Plans
- Water and Recycled Water Hydraulic Models

Task 3: Education and Outreach Services

A strategic communication plan and proactive public outreach are key components in obtaining public understanding and City Council approval of the rate study recommendations. Stakeholder engagement and strategic communication planning increase community acceptance of rate changes, enhance credibility with stakeholders and policymakers, and build awareness of the value of the service and the need for utility investments on behalf of the community.

Task 3.1: Develop Strategic Communications Plan

Consultant will develop a strategic communications and outreach plan to address community input. Consultant will develop strategies to successfully communicate and adopt of the proposed rates. Consultant will clearly explain how rate changes will impact customers. The strategic communications and outreach plan includes the following components:

- Situation analysis that includes available customer data and any issues that may impact customer rate change acceptance.
- Stakeholder identification and public participation mapping to ensure communities are connected to the communication process; identify special population communication needs (e.g. translation services).
- Communication channel identification using the City's website, public workshops, social media platforms, printed and electronic material, bills, direct mail and staffing resources available.
- Messaging platform to explain why rates are changing, how the changes will be implemented and potential impacts to customers. Given the shift in messaging from increasing demand to the scarcity of water resources and the vulnerability and rising cost of imported water, development of evidentiary messaging and an explanation of how a potential rate increase contributes to avoided costs may be appropriate.

- Internal communication strategies to ensure City staff are aware of the rate study and can answer questions, talking points and frequently asked questions (FAQ) for customer service staff who will be working with customers directly.
- Community outreach tactics for the City Council, community, business community, neighbourhood associations and highly impacted customer groups.
- Media relations and social media plan to determine how best to leverage the City's media relationships and social media platforms.
- Written communication development for use in such materials as FAQ's, infographics, website updates, bill inserts, etc.

Task 3.2: Conduct public or Utility Ratepayers Advisory Panel (URAP) workshops

Public workshops or the Utility Ratepayers Advisory Panel (URAP) are important in involving and communicating with the Oxnard community. Consultant will conduct public outreach early in the rate development process to help identify community needs, concerns, issues and opportunities in the early stages of the rate study.

Task 3.3: Prepare Proposition 218 Notice

Consultant will prepare the public hearing notice as required Proposition 218. Consultant will prepare a draft notice for review and incorporate comments into the final notice. The City will mail the notice to all customers of record.

Task 4: Financial Plan

Consultant will utilize the rate model developed for the Water Business Plan. Consultant will project expenses and revenue requirements over a 10-year planning horizon. Consultant will project revenue requirements based on the current water and recycled water budgets, and the results of the Water Business Plan. Consultant will review reserves for operating, capital, rate stabilization and emergency purposes. The rate model will include a dashboard with the following features:

- Flexibility to change assumptions such as water sales, capital improvements project (CIP) levels and revenue adjustments.
- Error flagging of results, such as: failure to meet debt coverage, unmet reserve targets, etc.
- Sensitivity analyses that can be viewed instantaneously.

Task 5: Cost of Service Analysis

The cost of service analysis determines the total cost to serve customers. It will follow industry standards provided in the American Water Works Association (AWWA) *Manual M1: Principles of Water Rates, Fees and Charges, 7th Edition* (Manual M1). Consultant will first review historical consumption to assess use patterns by customer class and tier. Next, Consultant will functionalize costs into water service functions such as supply, treatment, and customer service. Consultant will then allocate the functionalized cost to cost components such as water supply, base demand, and extra-capacity and determine the unit cost for each component. Finally, Consultant will distribute costs to the customer classes using the unit costs to establish the cost responsibility of each class.

Recycled water rates will be developed according to the *M1 Manual* and the Water Environment Federation's *Manual of Practice No. 27*, which is the handbook for wastewater and recycled water rate setting. For the recycled water rate study, the unit costs of recycled water will be identified during the Water Business Plan. Recycled water costs will be identified by reviewing the water, wastewater and recycled water budgets line by line and allocating costs to water, recycled water or wastewater. Consultant will review this cost allocation and adjust if necessary.

Task 6: Water and Recycled Water Rate Design and Customer Bill Impacts

The rate model will include a summary of customer bill impacts of the proposed rate structure. Consultant will graphically illustrate customer bill impacts at different usage levels and meter sizes. This tool has proven particularly useful for public outreach and during the Proposition 218 process. Consultant will also illustrate class-wide impacts based on consumption through a dollar impact distribution graph.

Task 7: Rate Comparison

Consultant will research and compare proposed rates with five nearby agencies and prepare a graph showing the typical water bills for each agency.

Task 8: Draft and Final Reports

Consultant will prepare draft and final Rate Study Reports with an executive summary and sections on the revenue requirement, cost of service, and recommendations. Consultant will include supporting data and calculations addressing Proposition 218 requirements. Consultant will incorporate staff comments into the final version.

Task 9: City Council Presentations

Consultant will present the Water Rate Study findings to the City Council and public.

Task 10: Proposition 218 Public Hearing

Once the public hearing notices have been sent to ratepayers, a public hearing to adopt or reject the rates will be scheduled as early as 45 days after mailing. Consultant will make a presentation at the public hearing to show the need for revenue adjustments, the rate derivation and customer bill impacts.

The water rate study scope of services fee is \$160,442. The water rate study will be conducted concurrently with the water business plan project.

STRATEGIC PRIORITIES

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

Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.

Objective 4a. Implement CIP plans.

FINANCIAL IMPACT

There is sufficient budget in Fy2018-19 to fund for the contract. The agreement in the amount of \$160,442 will be funded by the Water Operating Fund 601 Professional Contract (Account 601-6010-842.82-09).

COMMITTEE OUTCOME

The Public Works and Transportation Committee voted 2-0 on April 9, 2019 to approve staff recommendation and to forward the item for Council approval.

Prepared by: Burris DeBenning, Management Analyst II

ATTACHMENTS

1. Attachment A - Raftelis Agreement 8562-19-PW
2. Attachment B - RFP - PW 19-12 - Water Rate Study
3. Gannet,Raftelis Business Plan and Rate Study Presentation Final_For CC on 5.7.19

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: May 8, 2019
- (2) Consultant: Raftelis Financial Consultants, Inc.
- (3) Services: Water Rate Study Consulting Services
- (4) Schedule of Services:
- See Schedule of Services Exhibit, which is attached hereto and incorporated herein.
- (5) Agreement Ending Date: December 31, 2020
- (6) Total Agreement Amount: \$160,442
- (7) City's Project Manager: Omar Castro
- (8) Consultant's Project Manager: Steve Gagnon
- (9) Insurance Coverage: INS-B
- (10) Addresses for Notice:
- | | |
|--|--|
| <i>FOR CONSULTANT:</i>

Union Bank Plaza, 445 S. Figueroa St., #2270
Los Angeles, CA 90071
Attn: Steve Gagnon, Project Manager | <i>FOR CITY:</i>

251 S. Hayes Avenue
Oxnard, CA 93030
Attn: Omar Castro, Water Division Manager |
|--|--|
- (11) Contact Emails:
- | | |
|--|--|
| <i>CONSULTANT'S PROJECT
MANAGER:</i>

sgagnon@raftelis.com | <i>CITY'S PROJECT MANAGER:</i>

omar.castro@oxnard.org |
|--|--|

The Agreement for Professional Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

- ☒ Scope of Services Exhibit
- ☒ Rates and Costs Exhibit
- ☒ Schedule of Services Exhibit
- ☒ Insurance Exhibit (INS-B)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Consultant" on the Cover Page, for good and valuable consideration, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

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

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

4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.

6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.

7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to 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. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant 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 and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by 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.

8. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Consultant invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Consultant and City in this Agreement or in a binding amendment thereto.

9. 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 appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

10. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager and Department Director. Consultant hereby designates the person in the position listed in "(8) Consultant's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Consultant.

11. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant's staff who are assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Consultant be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Consultant's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

12. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

13. Advertising and Publicity. Consultant shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

14. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant; or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Consultant shall 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. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

15. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been

completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

16. Hold Harmless, Defense and Indemnity.

a. If Consultant provides any architectural, landscape architectural, engineering or land surveying ("design professional") services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

b. If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the negligent performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel selected by the Consultant with consultation from the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

c. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 16 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 16 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

17. Insurance. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the City's Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City's Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

18. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights,

shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 18.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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 incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

d. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Consultant shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 18 shall survive the termination of this Agreement.

19. Confidentiality of Information.

a. For the purposes of this Agreement, "confidential information" means all data or information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City, or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Consultant or is developed by Consultant in whole or in part at the City's expense.

b. Said data or information constitutes confidential information pursuant to California Government Code Sections 6254(e), 6254(k), 6254(aa), 6254.9, 6254.16, 6254.18 and 6255, which exempts the City's internal programs and network structure and information regarding infrastructure and customer information from disclosure under the California Public Records Act (California Government Code Sections 6250 through 6276.48) ("CPRA"). Without in any way affecting the confidential nature of the information, the City will provide the requested information to the Consultant pursuant to the terms of this Agreement, and the City's disclosure shall not constitute a public disclosure pursuant to Government Code Section 6254.5.

c. All confidential information shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

d. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or

omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

e. Consultant shall use reasonable care to protect the confidential information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages.

f. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any confidential information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any confidential information disclosed under this Agreement.

g. Consultant will use the confidential information solely for the limited purposes of the Services.

h. Except as otherwise agreed upon by the Parties, Consultant shall maintain physical custody or control over all confidential information obtained by it and shall be responsible for ensuring that such confidential information is not disclosed.

i. Without prejudice to the rights and remedies otherwise available to City, Consultant acknowledges and agrees that: the confidential information is valuable to City, unique, and contains sensitive information; a breach of this Agreement could cause irreparable harm to City; and that City could be entitled to seek injunctive relief, specific performance or both if Consultant breaches or threatens to breach any of the provisions of this Agreement.

j. All confidential information shall remain the property of City. Following Consultant's completion of the Services, Consultant shall promptly destroy all such confidential information in its possession or control and certify such destruction to City in a writing signed by an authorized representative.

k. This Section 19 shall survive the termination of this Agreement.

20. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. 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; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its 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, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

21. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language,

physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

22. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

24. 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. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

25. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. 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. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

27. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant.

28. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

29. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

30. Force Majeure. 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 are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

31. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.

32. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

33. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

34. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

35. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

36. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

37. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

38. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

39. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

40. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as “(1) Agreement Start Date” on the Cover Page.

CITY OF OXNARD

RAFTELIS FINANCIAL CONSULTANTS, INC.

☒ Tim Flynn, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager _____
☐ Lisa Boerner, Purchasing Manager _____
☐ Buyer _____

Peiffer Brandt, President/CEO _____ Date _____

ATTEST:

Matthew Jackson, _____ Date _____
 Corporate Secretary

Michelle Ascencion, City _____ Date _____
 Clerk (only if Mayor signs)

APPROVED AS TO FORM:

 _____ Date 3/20/19
 Stephen M. Fischer, City _____
 Attorney (always required)

¹ The City Council must authorize and the Mayor must sign any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

SCOPE OF SERVICES EXHIBIT

Consultant shall develop water rates according to the *Manual M1: Principles of Water Rates, Fees and Charges, 6th Edition* (Manual M1) published by the American Water Works Association (AWWA), which is the textbook used by rate-setting practitioners, to assure that the costs of water service are recovered from customer classes in proportion to the cost of serving those customers. Recycled water rates shall be developed according to the *M1 Manual* and the Water Environment Federation's *Manual of Practice No. 27*, which is the handbook for wastewater and recycled water rate setting. Consultant shall use five major steps, described in the following section, to develop utility rates that comply with Proposition 218 industry standards and City goals and objectives.

Step 1 – Due Diligence and Policy Review

Consultant shall start the rate-making process with a due diligence phase to better understand the underlying reasons and/or goals for the rate study. This shall include a kick-off meeting with City staff to ascertain study goals and policy objectives. Consultant shall also review City financial policies prior to the kick-off meeting, such as reserve policies and debt service covenants to understand the constraints with which to build a financial plan.

2. Financial Plan Development

Consultant shall then determine future revenue requirements to sufficiently fund the utility's operations and maintenance (O&M), capital replacement and refurbishment (R&R) program, debt service requirements and reserve funding. To ascertain the utility's financial condition, Consultant shall evaluate current and projected revenues, water usage, expenses and the appropriate use of debt. Major capital projects are typically financed with a combination of long-term debt and equity (cash from reserves). For capital investment, Consultant shall incorporate the City's most recently completed Master Plans/Capital Improvement Plans shall be incorporated in the financial plan to ensure that the utility can fully fund capital needs throughout the planning horizon.

3. Cost of Service Analysis

The annual costs of providing water service should be allocated among customer classes commensurate with their service requirements, i.e., how they use the water system. In this step, costs are identified and allocated to cost components and distributed to respective customer classes according to the standards provided in the AWWA Manual M1.

4. Rate Design

Rates do more than simply recover costs. Properly designed rates support and optimize a blend of various utility objectives, such as affordability for essential needs, simplicity and understanding, fairness and equity, revenue stability and ease of implementation, among others. The rate development process is a public information tool that communicates the City's rate objectives to customers. In this step, Consultant shall design rates according to industry standards that meet the City's rate-setting objectives and are defensible in light of recent court decisions and Proposition 218. Consultant shall develop a customized

rate model to assess different rate alternatives, and the associated customer impacts, to facilitate informed decision making. The results shall be summarized in both an easy-to-understand graphical format and a tabular format to assist communications with elected officials, managers and citizens.

5. Rate Adoption and Public Outreach

Consultant shall prepare a Study Report to inform the public about the proposed changes, the rationale and justifications behind them changes and their anticipated financial impacts in lay terms. This shall serve as the administrative record to justify the proposed rate structure. At a public hearing, at least 45 days after sending out notification to all properties served, Consultant shall present study recommendations to assist the City's adoption of the new water rates.

Task 1: Kick-Off Meeting, QA/QC and Data Collection

A productive kick-off meeting is the most effective way to begin a rate study. The goals include:

- Introducing our Project Team and getting to know the City staff
- Establishing goals and objectives
- Finalizing the work plan and schedule
- Discussing pricing objectives, including equity, affordability and revenue stability
- Discussing the data request and any additional data requirements
- Discussing the City's goals for customer education and outreach

Prior to the meeting, Consultant shall prepare an agenda and provide staff with presentation materials. Task 1 also includes time for quality assurance/quality control (QA/QC). This is a continuous process that fosters accurate work. Periodic QA/QC reviews of the model are conducted throughout the course of its development. Consultant shall submit a detailed data request prior to the meeting so the City can assemble the required data. Consultant shall discuss initial data questions during the kick-off meeting.

Meeting(s)/Conference(s): One kick-off meeting with City staff

Deliverables: Kick-off meeting agenda, presentation materials and meeting minutes

Task 2: Review of Existing Documents

Prior to the kick-off meeting, the Consultant shall prepare a detailed data request. If possible, Consultant shall review the initial data beforehand and prepare questions for efficiency. Consultant shall review the following documents at a minimum:

- 2030 City's General Plan
- 2017 Public Works Integrated Master Plan
- 2015 Urban Water Management Plan
- 2019 Water Business Plan (in progress)
- City's 5-year Capital Improvement Plan
- Fox Canyon Groundwater Management Agency Groundwater Sustainability Plans
- Water & Recycled Water Hydraulic Models

Meetings: None

Deliverables: None

Task 3: Education and Outreach Services

A strategic communication plan and proactive public outreach are key components in obtaining public understanding and City Council approval of the rate study recommendations. Stakeholder engagement and strategic communication planning increase community acceptance of rate changes, enhance credibility with stakeholders and policymakers and build awareness of the value of the service and the need for utility investments on behalf of the community.

Task 3.1: Develop Strategic Communications Plan

Consultant shall develop a strategic communications and outreach plan to address community input. Consultant shall develop strategies to successfully communicate and adopt of the proposed rates. Consultant shall clearly explain how rate changes shall impact customers. The strategic communications and outreach plan includes the following components:

- Situation analysis that includes available customer data and any issues that may impact customer rate change acceptance.
- Stakeholder identification and public participation mapping to ensure communities are connected to the communication process; identify special population communication needs (e.g., translation services).
- Communication channel identification using the City's website, public workshops, social media platforms, printed and electronic material, bills, direct mail and staffing resources available.
- Messaging platform to explain why rates are changing, how the changes shall be implemented, and potential impacts to customers. Given the shift in messaging from increasing demand to the scarcity of water resources and the vulnerability and rising cost of imported water, development of evidentiary messaging and an explanation of how a potential rate increase contributes to avoided costs may be appropriate.
- Internal communication strategies to ensure City staff are aware of the rate study and can answer questions, talking points and FAQ's for customer service staff who shall be working with customers directly.
- Community outreach tactics for the City Council, community, business community, neighbourhood associations and highly impacted customer groups.
- Media relations and social media plan to determine how best to leverage the City's media relationships and social media platforms.
- Written communication development for use in such materials as FAQ's, infographics, website updates, bill inserts, etc.

Meeting(s): Phone meetings and webinar to review plan

Deliverable(s): Strategic Communications Plan

Task 3.2: Conduct public or Utility Ratepayers Advisory Panel (URAP) workshops

Public workshops or the Utility Ratepayers Advisory Panel (URAP) is an important first step in involving and communicating with the Oxnard community. Conduct public outreach early in the rate

development process helps to identify community needs, concerns, issues and opportunities in the early stages of the rate study.

Meeting(s): Up to 10 public workshops or the URAP meetings.

Deliverable(s): Facilitation and management of up to 10 public workshops or the URAP meetings; Action item identification and coordination; 10 meeting summaries

Task 3.3: Prepare Proposition 218 Notice

Consultant shall prepare the public hearing notice as required Proposition 218. Consultant shall prepare a draft notice for review and incorporate comments into the final notice. The City shall mail the notice to all customers of record.

Meeting(s)/Conference(s): Phone calls as need to discuss the Proposition 218 notice

Deliverable(s): Draft Proposition 218 Public Notice PDF file; final Proposition 218 Public Notice

Task 4: Financial Plan

Consultant shall utilize rate model develop for the Water Business Plan. Consultant shall project expenses and revenue requirements over a 10-year planning horizon. Consultant shall project revenue requirements based on the current water and recycled water budgets, and the results of the Water Business Plan. Consultant shall review reserves for operating, capital, rate stabilization and emergency purposes. The rate model shall include a dashboard with the following features:

- Flexibility to change assumptions such as water sales, capital improvements project (CIP) levels and revenue adjustments
- Error flagging of results, such as: failure to meet debt coverage, unmet reserve targets, etc.
- Sensitivity analyses that can be viewed instantaneously

Meeting(s): Two web-meetings

Deliverables: Financial Plan Model in Microsoft Excel

Task 5: Cost of Service Analysis

The cost of service analysis provides the total cost to serve customers. It shall follow industry standards provided in the American Water Works Association (AWWA) *Manual M1: Principles of Water Rates, Fees and Charges, 7th Edition* (Manual M1). Consultant shall first review historical consumption to assess use patterns by customer class and tier. Next, Consultant shall functionalize costs into water service functions such as supply, treatment, and customer service. Then, Consultant shall allocate the functionalized cost to cost components such as water supply, base demand and extra-capacity, and determine the unit cost for each component. Finally, Consultant shall distribute costs to the customer classes using the unit costs to establish the cost responsibility of each class.

Recycled water rates shall be developed according to the *M1 Manual* and the Water Environment Federation's *Manual of Practice No. 27*, which is the handbook for wastewater and recycled water rate setting. For the recycled water rate study, the unit costs of recycled water shall be identified in the Water Business Plan. Recycled water costs shall be identified by reviewing the water, wastewater and recycled

water budgets line by line and allocated costs to water, recycled water or wastewater. Consultant shall review this cost allocation and adjust if necessary. Consultant shall use these costs to develop the overall cost to develop a recycled water cost of service.

Meetings: Phone calls as needed to discuss the Cost of Service

Deliverable(s): Cost of Service calculation in Microsoft Excel

Task 6: Water and Recycled Water Rate Design and Customer Bill Impacts

Consultant shall review the basis for the current water and recycled water rates. After discussing the pricing objectives with the URAP and City staff, Consultant shall hone in on a preferred rate structure and the right balance between fixed and volumetric rate structures considering competing pricing objectives such as revenue stability, conservation signalling, affordability and fairness. Consultant shall discuss alternative structures—including additional customer classes.

Consultant shall use the recycled water costs identified during the Water Business Plan to calculate recycled water rates. Recycled water rate structures are normally simpler compared to water rates. However, Consultant shall discuss possible rate structures with City staff.

The rate model has the flexibility to change instantaneously tier widths and evaluate different fixed/variable revenue structures to enhance revenue stability. To communicate the cost nexus for tiered rates, the water rates have several cost components for each tier including, but not limited to water supply costs, delivery costs, peaking costs, conservation costs and revenue offsets.

The City may have different capital investment or water use scenarios. Consultant shall calculate water rates under each scenario. The dashboard has proven to be particularly useful when making presentations to policymakers, allowing them to appreciate fully and instantly the impacts of their decisions. Consultant shall calculate the following rates:

- Potable water
- Recycled water
- Oceanview and Irrigation water rates
- Contract potable customer rates
- Recycled water contract customer rates

The rate model shall include a summary of customer bill impacts of the proposed rate structure. Consultant shall graphically illustrate customer bill impacts at different usage levels and meter sizes. This tool has proven particularly useful for public outreach and during the Proposition 218 process. Consultant shall also illustrate class-wide impacts based on consumption through a dollar impact distribution graph.

Meeting(s): Two meetings

Deliverable(s): Rate calculation model in Microsoft Excel

Task 7: Rate Comparison

Consultant shall research and compare proposed rates with five nearby agencies and prepare a graph showing the typical water bills for each agency.

Meeting(s): None

Deliverable(s): Rate comparison calculation and chart in Microsoft Excel

Task 8: Draft and Final Reports

Consultant shall prepare draft and final Rate Study Reports with an executive summary and sections on the revenue requirement, cost of service and recommendations. Consultant shall include supporting data and calculations addressing Proposition 218 requirements. Consultant shall incorporate staff comments into the final version.

Meeting(s): Phone calls as needed to discuss the report

Deliverable(s): Draft and final electronic copies of the Rate Study Report

Task 9: City Council Presentations

Consultant shall present the Water Rate Study findings to the City Council and public.

Meeting(s): Two City Council presentations

Deliverable(s): PowerPoint presentation

Task 10: Proposition 218 Public Hearing

Once the public hearing notices have been sent to ratepayers, a public hearing to adopt or reject the rates shall be scheduled as early as 45 days after mailing. Consultant shall present at this hearing to show the need for revenue adjustments, the rate derivation and customer bill impacts.

Meeting(s): One public hearing presentation

Deliverable(s): Presentation materials in Microsoft PowerPoint

RATES AND COSTS EXHIBIT

Task	Labor Effort (hrs)	Fee Estimate (\$)
Task 1 Kickoff Meeting, QA/QC, Data Collection	44	\$10,397
Task 2 Review Existing Documents	14	\$3,248
Task 3 Education and Outreach Services <i>Task 3.1 Develop Strategic Communications Plan</i> <i>Task 3.2 Conduct Public or Utility Ratepayers Advisory Panel (URAP) Workshops</i> <i>Task 3.3 Prepare Proposition 218 Notice</i>	406	\$84,190
Task 4 Financial Plan	44	\$10,218
Task 5 Cost of Service Analysis	38	\$8,730
Task 6 Water and Recycled Water Rate Design and Customer Bill Impacts	58	\$13,898
Task 7 Rate Comparison	12	\$2,696
Task 8 Draft and Final Reports	64	\$14,674
Task 9 City Council Presentations	28	\$7,130
Task 10 Proposition 218 Public Hearing	18	\$4,501
Total	726	\$160,442

SCHEDULE OF SERVICES EXHIBIT

Task	Schedule
Task 1 Kickoff Meeting, QA/QC, Data Collection	May 2019 to April 2020
Task 2 Review Existing Documents	May 2019
Task 3 Education and Outreach Services	May 2019 to February 2020
Task 4 Financial Plan	May 2019 to November 2019
Task 5 Cost of Service	June 2019 to November 2019
Task 6 Rate Design and Customer Billing	August 2019 to December 2019
Task 7 Rate Comparison	August 2019 to December 2019
Task 8 Draft and Final Reports	January 2020
Task 9 City Council Presentations	January 2020
Task 10 Proposition 218 Public Hearing	January 2020 to March 2020

INSURANCE EXHIBIT

Exhibit INS-B

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITHOUT ERRORS AND OMISSIONS REQUIREMENT)

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

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

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

c. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements affecting coverage required by this Exhibit INS-B. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

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

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

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-B.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B**COVERAGES**

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

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

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

CERTIFICATE HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. _____

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO. _____

ISSUE DATE (MM/DD/YY) _____

PRODUCER

POLICY INFORMATION:

Insurance Company: _____
Policy No.: _____
Policy Period: (from) _____ (to) _____
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

Telephone: _____

NAMED INSURED

☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____
with an Aggregate of \$ _____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

- ☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

\$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: () _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
 - b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance

Reference No. _____

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____

(original signature required)

Telephone: () _____ Date Signed _____



City of Oxnard Request for Proposal (RFP)

Water Rate Study

Bid Close Date: November 14, 2018
by 2:00 p.m. PT

Purchasing Division
300 West Third Street
Oxnard, CA 93030

Solicitation opportunities: <https://www.oxnard.org/rfps-and-rfqs/>
City Website: <https://www.oxnard.org/>

TABLE OF CONTENTS

A. SOLICITATION INTRODUCTION

- 1.0 Proposed Timeline
- 2.0 Period of Performance
- 3.0 Introduction
- 4.0 General Information
- 5.0 Project description
- 6.0 Contractors Qualifications and Responsibility

B. PROPOSAL GUIDELINES

- Tab A – Proposal Checklist
- Tab B – Company Profile/ Experience
- Tab C – Acknowledgement
- Tab D – Scope of Services
- Tab E – References
- Tab F – Bidder Attachment

A non-mandatory pre-proposal meeting will be held on Tuesday, October 30, 2018 at 11:00 a.m. at the City of Oxnard Council Chambers located at 305 W. Third Street, First Floor, Oxnard, California 93030.

Attention Bidders: Please complete bid documents Tabs A through F and upload your proposal as part of your bid response at www.publicpurchase.com.

The City is soliciting professional services for the Public Works Department in the development of a comprehensive Rate Study.

Proposers will be responsible to carefully examine the requirements contained herein.

1.0 PROPOSED TIMELINE

DATE	ACTIVITY
October 18, 2018	Release of Solicitation
October 30, 2018	Non-Mandatory Pre-Proposal Meeting at <u>11:00 a.m.</u>
November 14, 2018	Submission of the Proposal due by <u>2:00 p.m.</u>
November 15 – December 1, 2018	Review of Proposals
December 5, 2018	Oral Interviews
December 20, 2018	Agreement Development/Negotiations
January 21, 2019	Contracted work begins

The above dates are tentative and are subject to change as necessary.

2.0 PERIOD OF PERFORMANCE

The period of performance anticipated for this solicitation and shall be for six (6) months beginning January 21, 2019 or effective upon signature of an Agreement by both parties, unless terminated earlier.

3.0 INTRODUCTION

The City of Oxnard, hereinafter referred to as “City,” is soliciting proposals from qualified Consulting firms, hereinafter referred to as “CONTRACTOR,” to assist City in developing a five year comprehensive water and recycled water rates. City intends to award CONTRACTOR a Consulting Service Agreement, hereinafter referred to as “AGREEMENT,” for such efforts.

4.0 GENERAL INFORMATION

The City of Oxnard (City), incorporated as a general law city in 1903, is located about sixty miles west of the City of Los Angeles and about ten miles southeast of the City of Ventura. It is situated near the mouth of the Santa Clara River on a gently sloping alluvial fan commonly known as the Oxnard Plain. The land generally slopes in a southwesterly direction toward the ocean at an average rate of about 10 to 20 feet per mile, or less than one-half of one percent. This flat topography has a major bearing on surface improvements and the corresponding drainage impacts and the associated costs for flood protection. Elevations in the City range from mean sea level to about 100 feet above mean sea level. Today, the City has a population of slightly more than 207,000 residents, and its corporate limits cover an area of about 32 square miles.

The City established its Water Division with the purchase of the local water system from Ventura County Power Company in 1912. The Oxnard Municipal Water Department (now known as the Water Division) building on Hayes Street was built in 1915 on the site of two original artesian wells and a 150,000 gallon elevated steel storage tank. Today, the Water Division serves the City’s population through approximately 34,000 domestic water service connections within the City.

The City is also a purveyor of potable water to Oxnard area residents. The City’s water supply comes from local groundwater pumped by the City and purchased from United Water Conservation District (United). To produce a water quality that is palatable for the City users, the groundwater is blended with imported water from Northern California (the State Water Project) purchased through Calleguas Municipal Water District (CMWD).

The City’s current potable water supply portfolio is as follows:

- Local groundwater pumped from City wells (25 to 30 percent of total demand)
- Local groundwater purchased from United (25 to 30 percent of total demand)
- Imported water purchased from CMWD (40 to 50 percent of total demand)

The available groundwater supply is controlled by Fox Canyon Groundwater Management Agency (GMA). The GMA manages the groundwater basin by controlling groundwater pumping allocations in an effort to protect the basin and reduce groundwater pumping to a “safe yield.” Therefore, the amount of groundwater that can be pumped by the City and United is limited. Like groundwater, imported water supplies from Northern California are also limited.

The imported water comes from the Sacramento-San Joaquin Delta, and environmental groups and other shareholders have been active in protecting the Bay-Delta ecosystem. As a result, a long-term solution developed to protect the Bay includes a reduction of water exports. Further, the reliability of imported water is uncertain due to potential earthquakes, vulnerability of the State Water Project's aging infrastructure, and lack of redundancy in the State and local (Calleguas) infrastructure.

Water Supply Assets

The City's water supply assets include:

- 10 City-owned wells for pumping groundwater
- Six blending stations, located throughout the City service area, used to mix groundwater (high in total dissolved solids or salts) with imported water (low salts) and/or desalted groundwater to enhance potable water quality
- A brackish water desalter (Desalter) used to improve groundwater quality by removing salts
- An Advanced Water Purification Facility (AWPF) designed to produce advanced treated recycled water by using secondary effluent from the Oxnard Wastewater Treatment Plant (OWTP)
- A water supply distribution network including piping and appurtenances
- Two recycled water distribution pipelines, the recycled water backbone pipeline, mainly located in Ventura Road (North-South) and the Hueneme Road pipeline

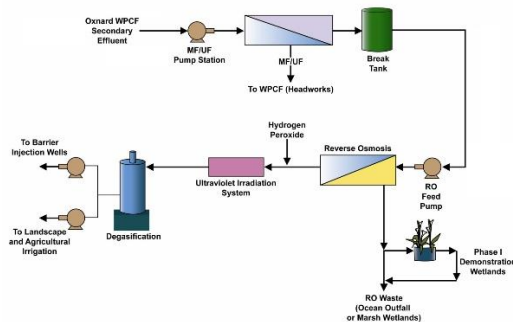
(East-West)



The City Desalter and AWPf were built as part of City's Groundwater Recovery Enhancement and Treatment (GREAT) Program. Both facilities were designed for future expansion, which includes space for additional equipment and infrastructure (piping, etc.) designed to accommodate higher future flows. Presently, the Desalter can produce 7.5 million gallons per day (mgd) of high quality, low-salt groundwater. The building has space and infrastructure to add equipment to bring the Desalter production capacity up to 15 mgd.

Like the Desalter, the AWPf has space and infrastructure to add equipment. At present, the AWPf can produce 6.25 mgd of fully advanced treated recycled water and, with future expansion, the AWPf could ultimately produce 25 mgd.

However, since the source water to the AWPf is secondary effluent from the OWTP, expansion of the AWPf is also dependent upon how much wastewater is available (under steady flow conditions) from the OWTP. Based on current flow conditions from the OWTP, the AWPf could only be expanded to 9.375 mgd.



Plans to extend the recycled water pipeline system along Hueneme Road from the current Olds Road termination to Wood Road are currently being developed by the City. Also, the City is completing a demonstration aquifer storage and recovery (ASR) well at Campus Park for potential indirect potable reuse (IPR).



GREAT Program Background and History

An understanding of the City's GREAT Program and its history is crucial when evaluating the current water supply portfolio, assets and program elements.

In the 1980's the City was planning to reclaim its wastewater and the fate of its water resources. This laid the groundwork for the GREAT Program, which the City has been implementing for almost two decades. The GREAT Program, initiated in the late 1990's and early 2000s, was intended as a water resources plan that combined wastewater recycling and reuse, groundwater injection, storage and recovery, and groundwater desalination. Further, the GREAT Program was to provide regional water supply solutions to water users in the Oxnard Plain.

The GREAT program was instituted in response to increasing demand for potable water due to rapid growth within and around the City, as well as the need to manage water resources in the Oxnard Plain. Groundwater recharge on the Oxnard Plain had not kept up with the rate of withdrawal, resulting in a water imbalance condition. Also, evidence of seawater intrusion into the Oxnard Plain groundwater aquifer had been identified. Further, the City understood that the reliability of imported water supplies was uncertain and that the cost of imported water was expected to rise.

The cornerstone of the GREAT Program was the recycled water. By providing recycled water for groundwater injection and agricultural irrigation, the City was to amass groundwater allocations in the Oxnard Basin. The City expected to recover these groundwater allocations through increased pumping using existing or new production wells. To this end, these groundwater pumping allocations were to be used to make up the City's water supply deficit.

The GREAT program was conceptualized to protect and address the severe water imbalance condition in the Oxnard Basin because the City would obtain its groundwater from the Upper Aquifer System (UAS), which was readily recharged through the Oxnard Forebay. By using recycled water in lieu of groundwater for agriculture, less groundwater would be drawn from the Lower Aquifer System (LAS) in the southern Oxnard Plain, which is not readily recharged.

The following is a brief summary of the GREAT program elements and the intended purposes:

- The City needed water supply to keep up with the forecasted growth and could not rely on imported water to make up the pending deficit.
- The City would built a groundwater Desalter because more groundwater was needed to offset the supply deficit. Since the groundwater quality was not palatable and the imported water for blending was to be limited, adding groundwater desalting would to improve the potable water quality.
- The City and United allocations were limited by the GMA so, in order to pump more groundwater, the City needed more pumping allocations from GMA.
- The City built the AWPf in recognition of the fact that the City's wastewater was a resource. Advanced treatment of the wastewater would produce a water supply which could be sold to agricultural users on the Oxnard Plain in exchange for needed groundwater pumping allocations.
- The recycled water would also be used for landscape irrigation or industrial process water to reduce the in-City water demand.
- The City would use the advanced treated recycled water to create a seawater intrusion barrier, which would allow the AWPf to continuously operate when agricultural and irrigation demands subsided (i.e., winter or rainy periods).
- The seawater intrusion barrier would include multiple ASR wells. The ASR wells would be used to inject and store recycled water in the aquifer, and the City would receive a one-to-one exchange for pumping allocations.

The City completed construction on the GREAT Program Groundwater Desalter (Phase 1) in 2008 and the AWPf (Phase 1) in 2012.

Current Situation

Since the inception of the GREAT program, the main program drivers have changed. Most notably, the City's need for a more reliable and sustainable water resource has been driven by the vulnerability and rising cost of imported water as well as the scarcity of water resources in general, rather than the increased City demand for potable water. Past pressure for a more potable water supply was abated primarily because the rate of development and population growth within and around the City slowed as a result of the 2008-2009 housing and financial crisis. Also, more efficient water use has been observed due to the recent severe drought in California, which exposed the scarcity of water and the vulnerability of the State's imported water supplies and triggered a statewide reduction in urban potable water usage.

The drought prompted the Governor of California to sign Executive Order No. B-29-15 in January 2014, declaring a drought state of emergency.

The Order directed the State Water Resources Control Board (Water Board) to impose restrictions to achieve a statewide 25 percent reduction in potable urban water usage through February 28, 2016. These restrictions required water suppliers to California's cities and towns to reduce usage as compared to the amount used in 2013. In 2016, subsequent Executive Order No. B-37-16 focused on “making water conservation a way of life.” This Order noted that our changing climate requires California to continue to “adopt and adhere to permanent changes to use water more wisely and to prepare for more frequent and persistent periods of limited water supply” and that “increasing long-term water conservation among Californians, improving water use efficiency within the State’s

communities and agricultural productions, and strengthening local and regional drought planning are critical to California’s resilience to drought and climate change.” Although rainfall in the winter of 2016-2017 replenished much of the State’s reservoirs, Ventura County and the groundwater basins underlying the City have not recovered.

The Water Board and the Division of Drinking Water (DDW) also recognized the need for more sustainable water supplies and in June of 2014 revised regulations related to recycled water to permit IPR. This regulatory change has a significant impact on the GREAT Program objective. Rather than relying on the exchange of pumping allocations with recycled water users to offset supply deficit, IPR could allow the City to use fully advanced treated recycled water to offset its future supply deficit.

Since 2014, the City has consistently used the Desalter to improve the quality of pumped groundwater and, since 2016, the City’s AWPf has been producing recycled water for irrigation use within the City and for agricultural irrigation. In July of 2015 and again in 2017, the Los Angeles Regional Water Quality Control Board (RWQCB) amended the City’s Waste Discharge Requirements/Water Recycling Requirements (WDR/WRR) to allow the City to temporarily deliver its advanced treated recycled water to growers on the Oxnard Plain using CMWD’s Regional Salinity Management Pipeline (SMP). Growers are observing the benefits of the high quality AWPf water and, in some cases, implementing new farming techniques (such as hydroponic farming) in which the high quality water from the City’s AWPf is desirable. The recycled water revenue is more than capable to fund daily recycled water operations and maintenance. In addition, the City also accumulates one-for-one groundwater allocations from recycled water sales.

5.0 PROJECT DESCRIPTION

The City’s primary financial goal for its utility enterprises is to ensure that revenues from rates and fees are adequate to fund daily operations and maintenance, capital improvement, debt service and reserves. The funds generated by water utility rates are used to provide safe drinking water for City residents and businesses. This money funds operations, maintenance, repairs, debt payments, reserve levels, infrastructure costs, and capital projects. Additionally, to maintain

adequate water and recycled water supply and reliability, the City must comply with strict environmental regulations and State water conservation mandates, which have increased the cost of water supplies.

In July 2017, the City Council approved one-time water and recycled water rate increases to:

- Allow enough time to convene a utility ratepayers advisory panel (URAP) for a comprehensive 5-year water and recycled water rate studies (Rate Study)
- Avoid depletion of existing water and recycled water operational funds

The proposed five-year Rate Study is intended to comprehensively address the City's long term (30-year) water and recycled water supplies, goals, infrastructure requirements, fiscal policies, and meet City's 2030 General Plan requirements. Also to be considered during the rate-setting process will be results of the water business plan, currently under development, to study future scenarios and their corresponding cost/benefit analysis to prudently guide the City's next decisions for the best use of recycled water.

6.0 CONTRACTORS QUALIFICATIONS AND RESPONSIBILITIES

Scope of Work

The City is soliciting professional services for the Public Works Department in the development of a comprehensive Rate Study.

Task 1 – Project Management of this Agreement

Provide all professional and support services required to manage, control, track, and report on the progress of work and expenditures provided under this scope of work including, but not limited to, the following:

1. Coordination and management of all consultant's subconsultants.
2. Quality assurance / quality control measures.
3. Project coordination meetings.

Task 2 – Review of Existing City Documents

Review existing City's water and recycled water documents including, but not limited to, the following:

1. 2030 City's general Plan
2. 2017 Public Works Integrated Master Plan (final draft)
3. 2015 Urban Water Management Plan
4. 2018 Water Business Plan (in progress)
5. City's 5-year Capital Improvements Plan
6. Fox Canyon Groundwater Management Agency (FCGMA) Groundwater Sustainability Plans (GSP) (preliminary draft)
7. Water & recycled water hydraulic models

Task 3 – Education and Outreach Services

Provide public outreach services related to the comprehensive Rate Study, including, but not limited to, the following:

1. Conduct URAP workshops (up to 8 workshops)
2. Preparation of Prop 218 notifications and public outreach
3. Conduct public workshops with local businesses and local agencies
4. Conduct presentations to Utility Task Force (UTF), City Council, and City committees
5. Prepare responses to all meetings

Task 4 – Develop a Rate Study

Develop a comprehensive Rate Study including, but not limited to, the following:

1. Prepare In-City potable water rates
2. Prepare In-City recycled water rates
3. Prepare Oceanview and irrigation customers water rates
4. Prepare potable water contract customer rates (example Procter and Gamble)
5. Prepare recycled water contract customers rates (agricultural, United)
6. Prepare water and recycled water financial rate models
7. Conduct a survey comparison of proposed rates with 5 similar cities
8. Prepare cost of services study
9. Prepare Rate Study ordinance

Tab A – Proposal Checklist

Instructions:

- a) This section must be filled in and each item checked off to ensure all items requested by the City in this solicitation have been submitted.
- b) Follow the instructions in each section of this solicitation.
- c) Present all requested items in the index tabs ordered A through G as shown.
- d) Label each item presented and include additional items on your Table of Contents.
- e) All proposals must include a detailed description of each proposed service to be provided.
- f) Bidders that do not follow the bid instructions found in the Terms and Conditions document may be found to be “non-responsive” and disqualified from the bid process.

Name of Company:

Service to provide:

Main Point of Contact:

E-mail:

Phone:

Tab A Proposal Submission Checklist

General Bidder Information

Please provide one copy of the following items in your proposal. Indicate the page number where the item is located.

	Page Number
☐ Tab A: Proposal Checklist (<i>this page</i>)	_____
☐ Tab B: Company Profile/ Experience	_____
☐ Tab C: Acknowledgements.....	_____
☐ Tab D: Scope of Services.....	_____
☐ Tab E: References	_____
☐ Tab F: Bidder Attachment.....	_____

CERTIFICATIONS

I, _____, a duly authorized agent of

Printed Name of Agent/Officer

Name of Organization

hereby certify that _____ by submission of this proposal in response to the

Name of Organization

solicitation, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature: _____

Date: _____

Title of Agent/Officer: _____

"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."

Tab B - Company Profile/Experience

This section of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the RFP. The Company Profile should be concise and clear, including descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.).

BIDDER'S RESPONSE:

2. Company overview of services or activities performed, including:

- a. The City of Oxnard is a public agency with a City Council composed of elected officials. The elected officials are restricted from voting on any action concerning a contract whose owners have made a campaign contribution of \$250 or more in the previous 12 months. To assist them in their decision making process, please indicate the owners of the company and if any contributions were made to the Elected Officials.
- b. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.
- c. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.
- d. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

a. **BIDDER'S RESPONSE:**

b. **BIDDER'S RESPONSE:**

c. **BIDDER'S RESPONSE:**

d. **BIDDER'S RESPONSE:**

3. Please indicate whether the Bidder holds controlling or interests in any other organization, or is owned or controlled by any other person or organization, if none, please state N/A. Governmental agencies are exempt from this requirement.

BIDDER'S RESPONSE:

4. Provide any financial interests in any other business. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement.

BIDDER'S RESPONSE:

5. An explanation of any litigation involving the Bidder or any principal officers thereof in connection with any contract. Is your firm, or the principals associated with your firm, under investigation, being sued, suing, or affiliated in any lawsuit or alternative dispute resolution with any governmental agency? If so, please provide details.

BIDDER'S RESPONSE:

6. List the members of your organization who are authorized to negotiate Proposals/Contracts.

BIDDER'S RESPONSE:

7. Credentials/Resumes/Certifications/Licenses:

This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

Bidder shall specifically provide the following information on all employees to be providing services related to this RFP:

- a. Position Title
- b. Responsibilities
- c. Qualifications/Experiences
- d. Education
- e. Certifications/licenses, if applicable
- f. List other pertinent information that will assist in evaluating Bidder's qualifications.

BIDDER'S RESPONSE:

BIDDER'S RESPONSE:

BIDDER'S RESPONSE:

BIDDER'S RESPONSE:

BIDDER'S RESPONSE:

BIDDER'S RESPONSE:

Bidder can add as many sections to this bid response box as they need to state all employees providing services.

Tab C – Acknowledgement

1. Clarifications, Exceptions, or Deviations

All Bidder(s) shall describe any exception or deviation from the requirements of the RFP. Each clarification, exception, or deviation must be clearly identified. If your firm has no clarifications, exceptions, or deviations, a statement to that effect shall be included in this section. The sample service agreement is a separate attachment discussed in the RFP Bidder Terms and Conditions document located on the Public Purchase website and incorporated herein by this reference.

The following contractual terms are **non-negotiable**.

- a. Termination
- b. Indemnification
- c. Limitation of Liability
- d. Insurance
- e. Conflict of Interest
- f. Governing Law
- g. Assignability of Agreement

Do you have any other exceptions/deviations? If so, please identify the exception and provide an explanation:

BIDDER'S RESPONSE:

2. Evidence of Insurability/Business Licenses

All Bidder(s) shall submit evidence of all required insurance. If awarded the contract the Bidder has ten (10) calendar days to produce the required insurances, including a certified endorsement naming the City as additionally insured. The Bidder shall certify to the possession of any and all current required licenses or certifications. Do not purchase additional insurance until this bid has been awarded. Provide a copy of current business license or other applicable licenses.

3. Transition (If applicable)

Upon expiration or termination of this Agreement for any reason, during the transition close-out period the Contractor agrees to:

- a. Continue delivering services until notified otherwise; and
- b. Assist the City in the orderly transition and transfer of all collaborations and committees to the City and the subsequent Contractor(s); and
- c. Provide, in a timely manner, all file and information deemed necessary by the City for use in subsequent contracting activities without additional cost to the City or the new Contractor(s), upon termination or expiration of this Agreement for any reason; and
- d. Cooperate with the City during a transition close-out period to ensure orderly and seamless delivery of services to the City.

Tab D - Scope of Services

This RFP has a space provided under each question the City has of the Bidder. This RFP is available for electronic download at www.publicpurchase.com.

Bidders must address all points in this section. All questions are in italicized font in the box.

Summary of Services

1. Provide a summary of the work plan and/or methodology and physical resources (staff and equipment) your company will commit to ensure successful project completion.

BIDDER'S RESPONSE:

2. Provide a summary of project approach in the development of the Water Rate Study.

BIDDER'S RESPONSE:

3. Provide a summary project team experience, project team organization chart related to the water rate study.

BIDDER'S RESPONSE:

Tab E - References

All Bidder(s) must include present and past performance information with a minimum of three (3) references of recent similar projects. References cannot include City staff as a reference. However, references can include other governmental agencies. Please verify that all reference information is correct.

Reference 1	
Company name:	
Address:	
Contact person:	
Email address:	
Telephone address:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

Reference 2	
Company name:	
Address:	
Contact person:	
Email address:	
Telephone address:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

Reference 3	
Company name:	
Address:	
Contact person:	
Email address:	
Telephone address:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

1. Provide a list of contracts that your company has been awarded during the last three (3) years, showing year, type of services, dollar amounts of services provided, location, contracting company, contact name, and phone number.

BIDDER'S RESPONSE:

2. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

BIDDER'S RESPONSE:

Tab F - Bidder Attachment

Any response that Bidders are finding difficulty pasting into the “Bidders Response” boxes in any section of the RFP, bidders shall paste in Tab G. When pasting attachments to Tab G, label the attachments “Attachment 1”, Attachment 2” and so forth. Enter the corresponding “Attachment Number” into the Bidder’s Response box as the example shows below:

Below is an example:

Tab C - Company Profile

This section of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the RFP. The Company Profile should be concise and clear, and include descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.)

BIDDER’S RESPONSE: Located in “Attachment 1”

2. Proof of non-profit status, if applicable

BIDDER’S RESPONSE: Located in “Attachment 2”

Tab G - Any response that Bidders are finding difficulty pasting into the “Bidders Response” boxes in any section of the RFP, bidders shall paste in Tab I. When pasting attachments to Tab G, label the attachments “Attachment 1”, Attachment 2” and so forth. Enter the corresponding Attachment Number into the Bidder’s Response box with the words “See Tab G.” List all attachments with an index tab.

List all attachments included in this Section. Please use additional pages to list attachments if necessary.

Attachment Number	Document Title	Page Number
Attachment 1	_____	_____
Attachment 2	_____	_____
Attachment 3	_____	_____
Attachment 4	_____	_____
Attachment 5	_____	_____
Attachment 6	_____	_____
Attachment 7	_____	_____
Attachment 8	_____	_____

Securing Our Water Future

Water Resources Management Plan (Business Plan)

&

Financial Plan and Rate Study

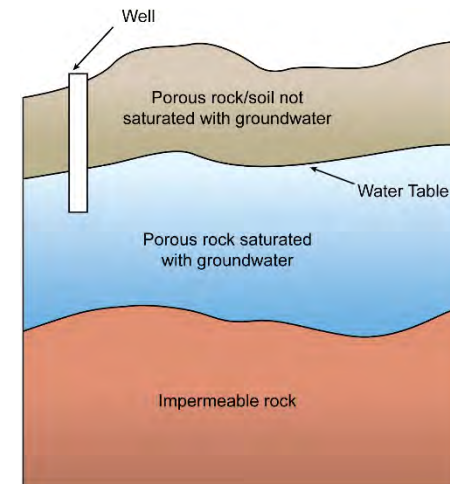
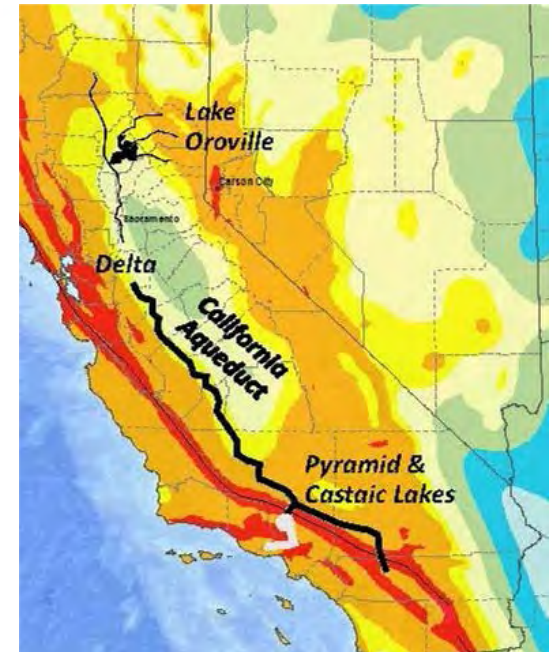
City Council

May 7, 2019

Oxnard's Drinking Water Supply

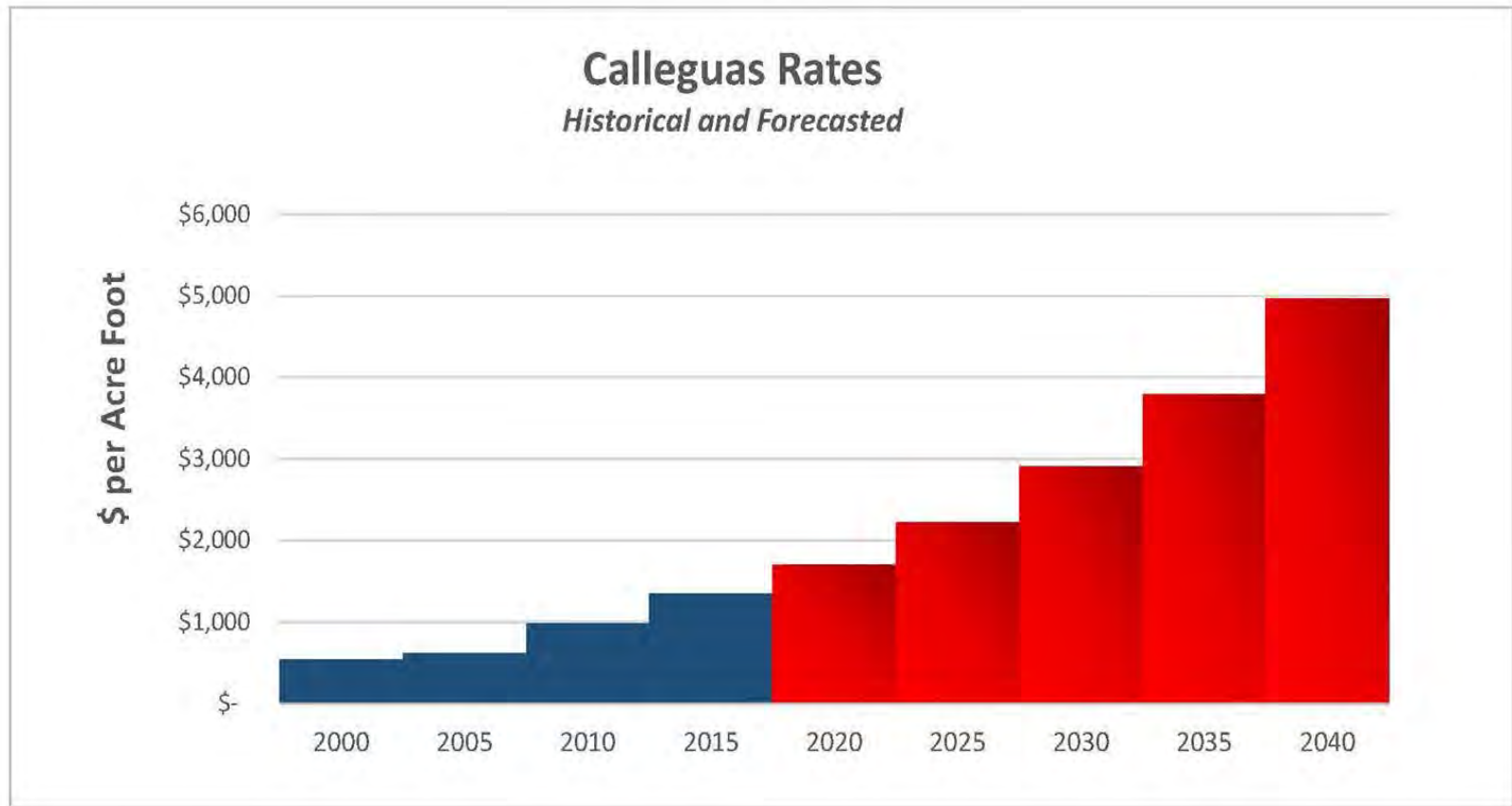
Diverse Water Portfolio

- **Imported Water**
 - (40-50%) delivered by Calleguas Municipal Water District, via Metropolitan Water District of Southern California
- **Local Groundwater**
 - (25-30%) delivered by United Water Conservation District
 - (25-30%) pumped and treated from City-owned wells



Imported Water Challenges

- 5.5% annual cost increases projected
- Delivery vulnerability

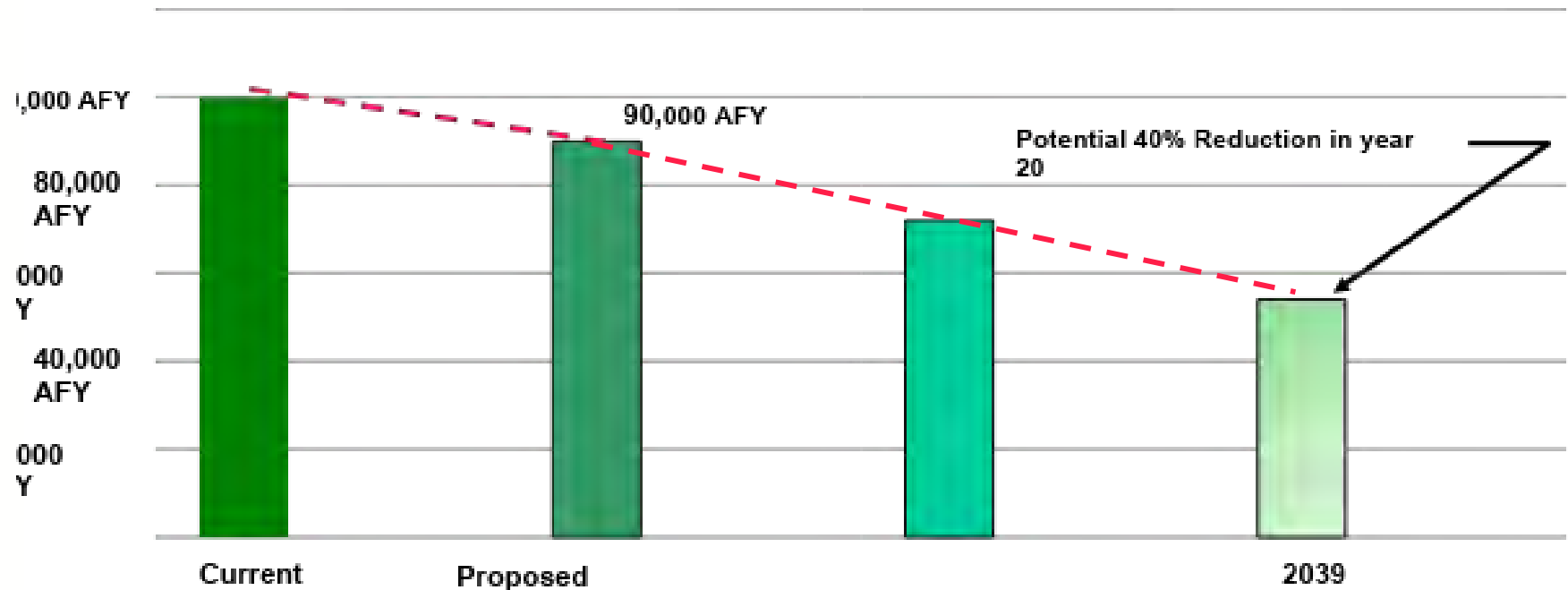


Source: Calleguas Municipal Water District - Rates 2000-2018, projected to increase 5.5% per year to 2040

Local Groundwater Challenges

- Local groundwater basin is in critical overdraft condition
- Sustainable Groundwater Management Act (SGMA)

Fox Canyon GMA Total Groundwater Extraction*



*impacts United and City groundwater pumping allocations

Potential Expanded Water Supply Source

- Advanced Treated Recycled Water is purified water from Oxnard Wastewater Treatment Plant
 - Recycles water that would be lost to ocean
 - Currently used for landscape, agriculture and industry
- New regulations allow for recycled water groundwater injection and potable reuse
- AWPf designed to expand to ultimate production of 25 MGD
 - Expansion requires more equipment and more water flow



Advanced Water Purification Facility (AWPF)

Current production capacity:
6.25 million gallons per day
(MGD)
(~7,000 acre–feet per year)

Crossroads Today

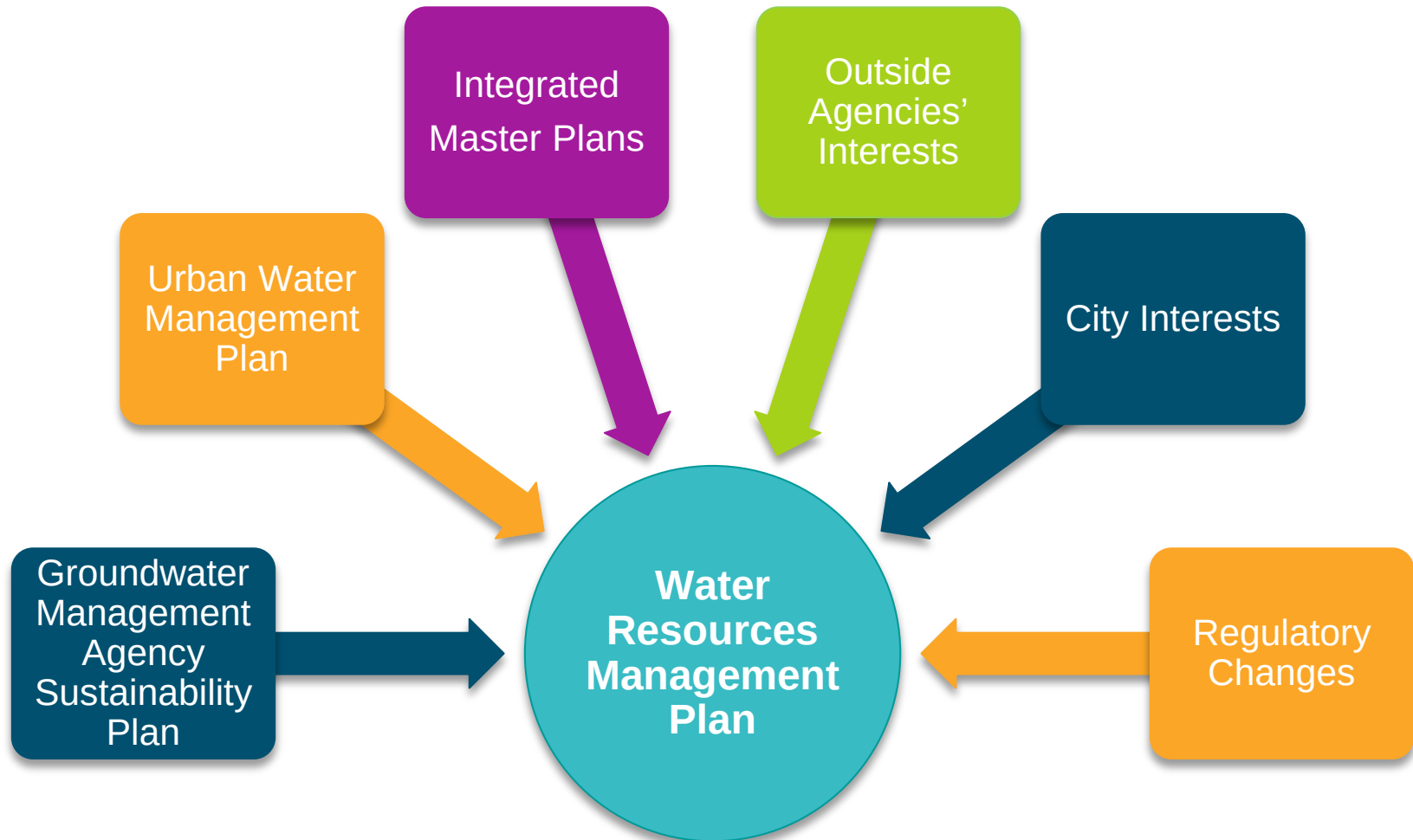
- Water sources are complex and shared
- Aging infrastructure must be maintained or replaced
- Climate change impacts are uncertain
- Water affordability is a key concern
- Customers care about quality and service
- Regional economic vitality depends on water security
- Our recycled water system is a valuable regional asset



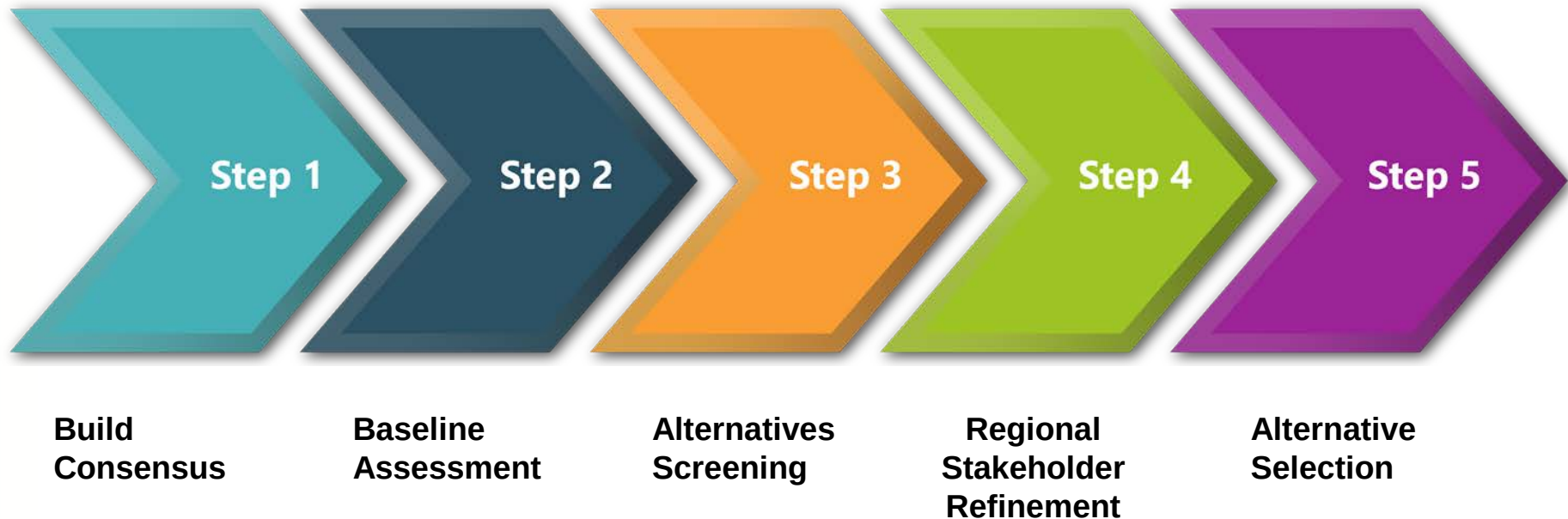
Water Resources Management Plan and Rate Study will address the following aspects:

1. Best investments to secure our water future
2. Actions to meet future regulatory and climate change challenges
3. Necessary steps to provide a reliable and high-quality water for generations to come
4. Balance long-term project priorities with water rates today
5. Create a dialogue with our customers so they can tell us what's most important to them

Water Resources Management Plan Components



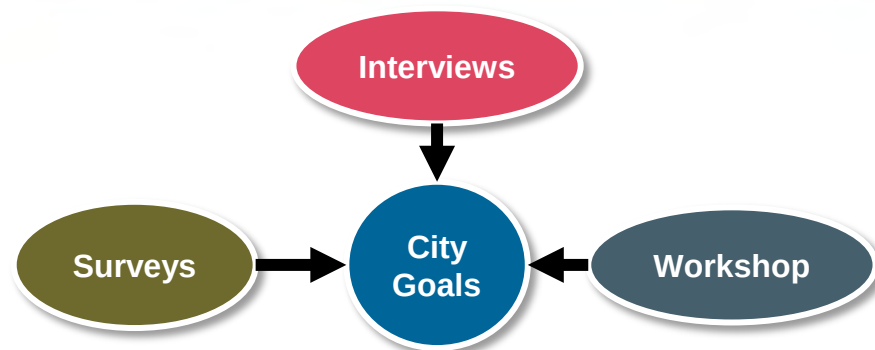
Water Resources Management Plan Implementation



Water Resources Management Planning Steps

Step 1:

Solicit input on goals and objectives through surveys and interviews



Step 2:

Assess Oxnard's Water Division assets and financial health



Step 3:

Identify and screen alternatives

Step 4:

Engage partners as our water resources are regionally linked



Water Resources Management Planning Steps

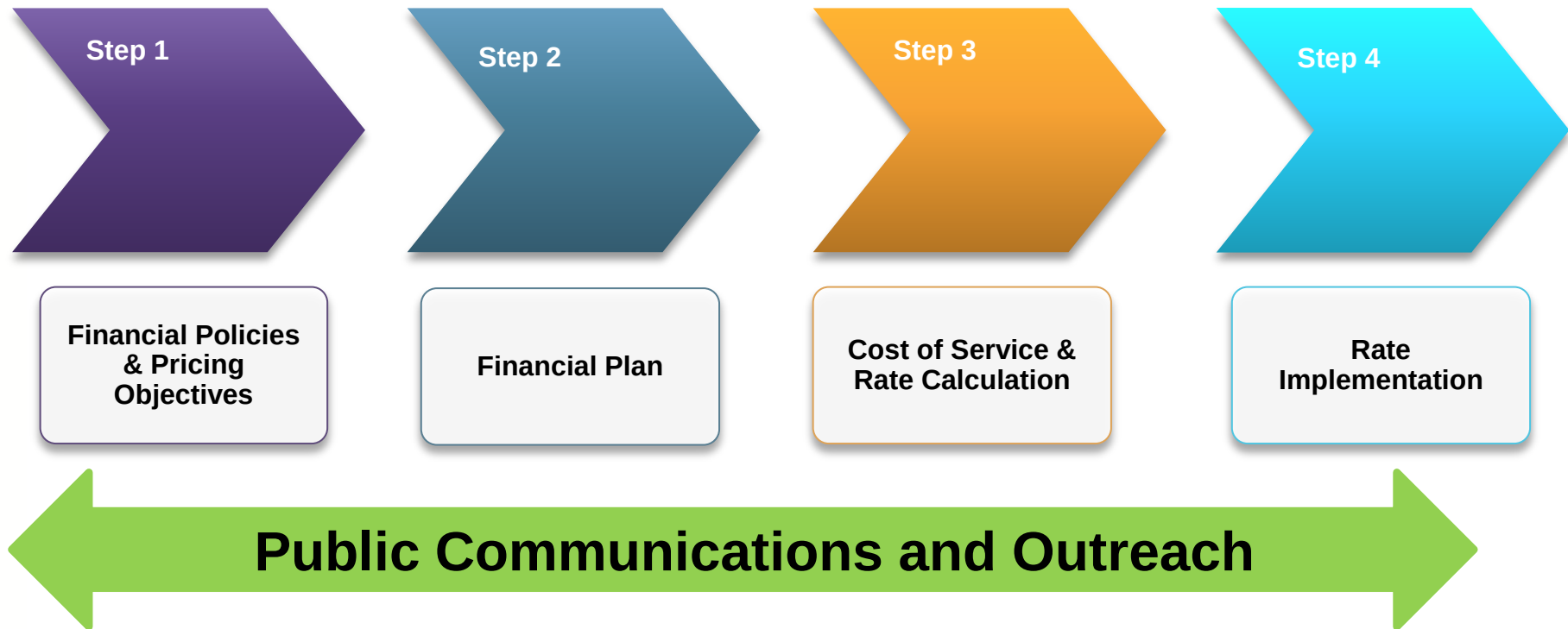
Step 5:

Establish optimal alternatives based on cost, reliability, implementation complexity, regulatory constraints and regional and customer benefits

- Develop an Oxnard Water Financial Model
- Assess qualitative benefits of each option
- Develop preliminary costs for each option
- Conduct a cost-benefit analysis
- Determine best short-term, mid-term and long-term options



Financial Plan and Water Rate Study Implementation



Community Outreach Plan



Public Outreach Plan

- Community outreach
- Materials that explain the water system and rates
- Connect to diverse communities



Utility Ratepayer Advisory Panel

- Community members
- Up to 10 meetings
- Input used to develop rates and rate structure alternatives
- Provide recommendation



Proposition 218

- Highly informative notice sent to every address
- Public hearing that informs and provides feedback opportunity

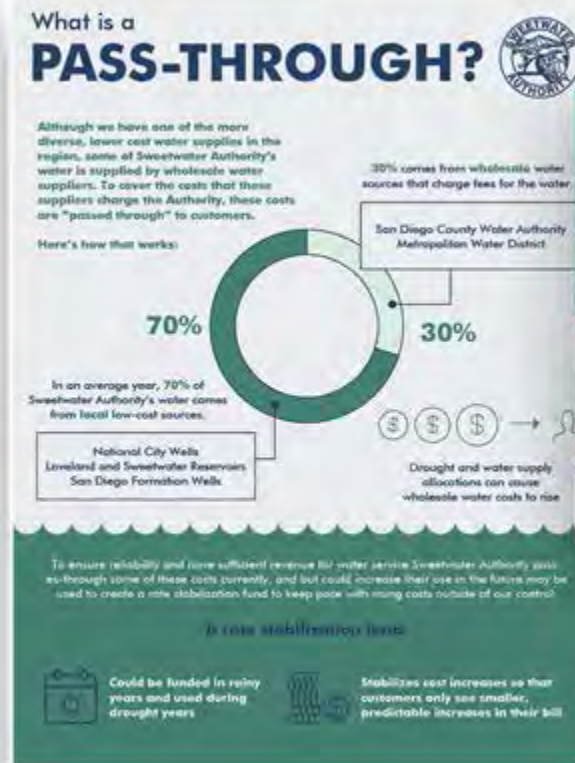
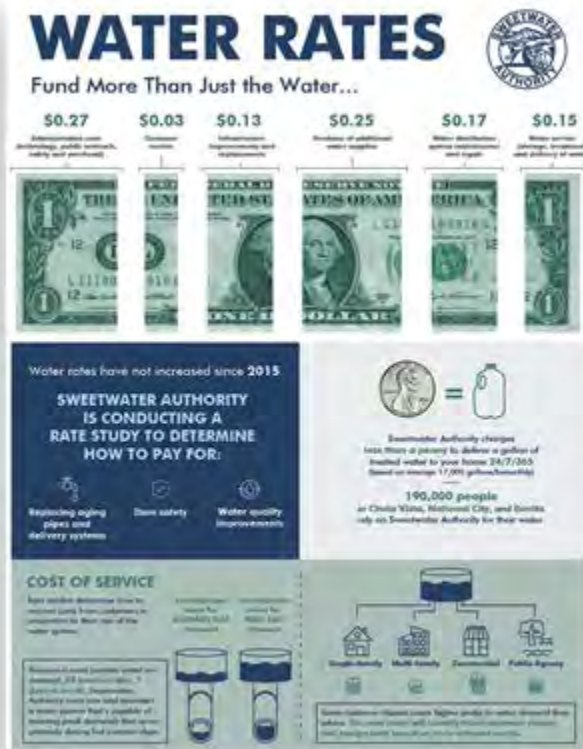
Utility Rates Advisory Panel Engagement

Meeting Agenda

1	Mission Statement and Charter, Potable and recycled system overview, Overview of rate structures, City's rate history
2	Water and Recycled Water Facilities Tour
3	Rate Setting, Discuss Reserve Policies, Pricing Objectives and Rate Structure Options
4	Review System Financial Health, Potential Revenue Adjustments Rate Structure Options
5	Select Preferred Rate Structure Review Customer Bill Impacts
6	Finalize URAP Recommendations/Input
7-10	Additional Meetings as Necessary

Images Speak Louder than Words

Infographic materials examples used in rate studies



Use Plain Language to Build Customer Understanding

“Pumps need variable frequency drives to match the water needs and create electrical cost efficiencies.”

OR

“We’re saving money by installing pumps that use less energy.”

Water Resources Management Plan (Business Plan): Gannett Fleming, MV Engineering, Raftelis

Task	Fee
Task 0 Project Management & QA/QC	\$40,446
Task 1 Project Initiation, Data Collection & Goal Setting	\$73,892
Task 2 Baseline Development	\$63,866
Task 3 Financial Plan Model Development	\$23,689
Task 4 Scenario Development & Alternative Screening	\$141,891
Task 5 Stakeholder Refinement	\$102,230
Task 6 Business Plan Report	\$73,129
Total	\$519,143

Water Financial Plan and Rate Study: Raftelis

Task	Fee
Task 1 Kickoff Meeting, QA/QC, Data Collection	\$10,397
Task 2 Review Existing Documents	\$3,248
Task 3 Education and Outreach Services	\$84,950
Task 4 Financial Plan	\$10,218
Task 5 Cost of Service	\$8,730
Task 6 Rate Design and Customer Billing	\$13,898
Task 7 Rate Comparison	\$2,696
Task 8 Reports	\$14,674
Task 9 City Council Presentations	\$7,130
Task 10 Proposition 218 Public Hearing	\$4,501
Total	\$160,442

Project Schedule

Water Resources Management Plan (Business Plan) & Rate Study Schedule

Description	2019												2020											
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Strategic Planning (Business Plan)																								
Public Outreach																								
Water Rate Study																								
City Council Presentation #1																								
City Council Presentation #2																								
Proposition 218 Public Noticing Period (45 days)																								
New Water Rates																								
★ Business Plan Alternative Final Selection																								

Questions



CITY COUNCIL AGENDA REPORT
REPORTS
AGENDA ITEM NO. N.5.

DATE: May 7, 2019
TO: City Council
FROM: Steve Naveau, Human Resources Director, (805) 385-7947, steve.naveau@oxnard.org
SUBJECT: Adoption of Successor Memorandum of Understanding Between the City of Oxnard and the International Association of Firefighters (5/5/5)

RECOMMENDATION

That the City Council adopt by Resolution the attached successor memorandum of understanding with the International Association of Firefighters (IAFF).

BACKGROUND

This agreement with IAFF represents ten months of negotiations between the parties. The City began the process with the intent put its limited resources into fixing the employer contribution to employee healthcare. This has been an ongoing issue which has hampered the City's ability to recruit and retain employee talent. As an example of the issue our employees must manage, a family who accepts medical through the City will pay out more than \$1,000 per month for medical while nearby jurisdictions with the same medical plans will pay less than \$400 and in some cases significantly less than that. The City's bargaining team made its intentions understood at the start of bargaining that though we were willing to address small issues of compensation our goal was to primarily address the benefits divide and provide only small increases in total compensation of which none of those increases should be reportable to CalPERS as income. By shifting money away from compensable items the total cost of any increases in benefits is significantly less as the City is only paying for the total cost of the benefit rather than the compounded cost if the benefit was reportable to CalPERS.

The contract proposed represents fair and reasonable adjustments in overall compensation for our Firefighters. The bargaining unit has voted to ratify their contract.

The MOU is attached and more details over the changes are contained below.

- Term: Through June 30, 2021
- Medical: The City will increase its total contribution to the medical program incrementally to a final amount of \$1,543 per month over the term of the contract. Those who elect to waive coverage will receive cash in lieu with a total maximum of a \$1,243 increase per month in the last year of the contract. The amount will be reduced to \$900 per month after the end of the contract unless the bargaining unit meets the stated target of 61%.

Below is the monthly health contribution for some of our comparator agencies as compared to Oxnard.

<u>Agency</u>	<u>Monthly Employer Contribution</u>
City of Oxnard	\$343
City of Ventura	\$1,023

City of Santa Barbara	\$1,374
City of Simi Valley	\$1,855
City of Glendale	\$1,605
City of Anaheim	\$3,182
City of Riverside	\$1,364
City of Pasadena	\$1,608

- Deferred Compensation: Provide a .9% deferred compensation contribution to a qualified 401 (a) plan.
- Bilingual Pay: Increase the bilingual pay for Spanish speaking to \$125/pay period.
- Incorporate paramedic pay that was approved by Council in November 2018; 8% for pool paramedics and 15% for Squad Paramedic.
- Provide a 5% training differential while performing the duties of a Field Training Officer in the paramedic program.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost of the contract in year one is \$594,544; year two \$472,051; and year three \$526,339 for a total cost of \$1,592,935.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Steve Naveau, Human Resources Director, Mike More, Human Resources Manager

ATTACHMENTS

1. IAFF Resolution
2. IAFF MOU 4.22.19
3. IAFF MOU Presentation to CC (5-7-19) FINAL

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OXNARD AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO TAKE THE NECESSARY ADMINISTRATIVE ACTIONS NECESSARY TO IMPLEMENT THE AGREEMENT

WHEREAS, the International Association of Firefighters is the recognized representative for the Oxnard Firefighters; and

WHEREAS, the City's memoranda of understanding with the International Association of Firefighters expired August 30, 2018; and

WHEREAS, representatives of the City met and conferred in good faith with representatives of International Association of Firefighters concerning wages, hours, terms, and conditions of employment for employees in the bargaining unit consistent with their obligations under the Meyers-Milias-Brown Act; and

WHEREAS, the City has reached agreement with the International Association of Firefighters attached as Attachment 1 of this report which sets forth the modified terms and conditions of employment for this bargaining unit.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD RESOLVES that the agreement is adopted and the City Manager and/or his designee is directed to perform all acts necessary to implement its terms, including but not limited to executing the Memorandum of Understanding on behalf of the City.

PASSED AND ADOPTED this 7th day of May 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen Fischer, City Attorney

*MEMORANDUM OF UNDERSTANDING
between
CITY OF OXNARD
and*

*LOCAL 1684, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS
AFL-CIO*

September 1, 2018 THROUGH June 30, 2021

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PREAMBLE

A. Introduction

1. This Memorandum of Understanding (MOU) memorializes the wages, hours and other terms and conditions of employment of employees in the Fire Unit (Unit) (employees occupying positions in the classifications of fire captain, fire engineer, fire fighter, fire inspector and environmental specialist I and II) which have been negotiated and agreed upon between duly authorized representatives of the City Manager of the City of Oxnard (City) and Local 1684, International Association of Firefighters, AFL-CIO (Union) and which will be recommended to the City Council for adoption for the term of September 1, 2018 through June 30, 2021.
2. The matters presented herein, determined through extensive negotiations between the representatives of the Union and City Manager, are considered equitable by such representatives and are recommended for ratification by the City Council.
3. The following items, together with those wages, hours and other terms and conditions of employment which are not changed by this MOU, shall constitute the wages, hours and other terms and conditions of employment of Unit employees until such matters are changed or otherwise modified which, in no event, shall occur prior to the expiration of this MOU, except as otherwise provided herein. Following the expiration of this MOU, City shall not change or modify the wages, hours or other terms and conditions of employment of Unit employees without first meeting and conferring in good faith with Union to the extent required by law.

The representatives of the City Manager and Union hereby agree:

B. Wages, Hours and Terms and Conditions of Employment

1. Adjustment in Wages

There shall be no across-the-board increases in base wages during the term of this MOU.a, Salary Step Plan

- i. Eligible permanent employees will be moved to the next step in the salary step plan attached hereto as Exhibit A as set forth below. The same provisions shall apply to hourly-paid and part-time persons.
- ii. Original Appointment: The first salary step shall be the minimum salary rate in the salary step plan and shall be the normal hiring rate for new employees. In the case where a person possesses unusual qualifications, the City Manager may authorize initial appointment above the first salary step after receiving the recommendation of the department head.
- iii. Progression through Salary Step Plan: An employee shall be considered for increase to the second step upon the employee's satisfactory completion of 1,040 hours (for administrative staff) and 1,456 hours (for shift personnel) in paid status

(not including overtime) at the first salary step. An employee shall be considered for all subsequent step increases upon the employee's satisfactory completion of 2,080 hours (for administrative staff) and 2,912 hours (for shift personnel) in paid status (not including overtime) since his or her prior step increase.

iv. Salary step increases shall be effective the first day of the pay period after they are granted. If a step increase is granted on the first day of a pay period, salary step increases shall be as of that date. If a department head recommends to withhold salary step increases because an employee has not achieved the level of performance required for the position, the recommendation of notice must be received by the City Manager at least four (4) weeks in advance of the employee's eligibility date. The affected employee shall be furnished a copy of the department head's recommendation.

v. Changes in an employee's salary because of promotion, demotion, postponement of salary step increase or special merit increase will set a new salary anniversary date for that employee, which date shall be as stated in the preceding paragraph. Salary range adjustments for the classification will not set a new salary anniversary date for employees serving in that classification.

2. Administrative Work Schedules Differential

- a. All Unit employees temporarily or permanently assigned to an administrative work schedule (i.e., a schedule of approximately 80 hours of work per biweekly pay period) for at least one full pay period shall receive a schedule differential increase equal to ten percent (10%) of base wages for the time worked on an administrative work schedule. This provision does not apply to Unit employees assigned to temporary modified duty.
- b. When Unit employees in an administrative assignment work overtime in a suppression/shift assignment, such employees shall be paid based upon an hourly rate of pay calculated by dividing the employee's biweekly compensation including this differential by 112 hours (instead of 80 hours). All overtime work performed by Unit employees in a non-suppression capacity shall continue to be paid based upon an hourly rate of pay calculated by dividing such employee's biweekly compensation including this differential by 80 hours.
- c. Whenever a Unit employee is promoted at a time he or she is regularly assigned to an administrative work schedule and is receiving the administrative schedule differential, he or she shall be placed at the pay step attributable to the promoted classification that affords at least a 5% increase over the sum of the base salary plus the administrative schedule differential he or she was earning immediately preceding the promotion.

3. Retirement

- a. Employees hired on or before December 31, 2012 or who are defined as "classic" PERS members hired on or after January 1, 2013:

- i. For “safety” employees, the City’s contract with CalPERS provides for the three percent (3%) at age fifty (50) retirement formula.
 - ii. For “miscellaneous” employees, the City’s contract with CalPERS provides for the two percent (2%) at age fifty-five (55) retirement formula.
 - iii. Classic employees shall continue to pay five percent (5.0%) of pensionable compensation towards the required employee retirement contribution to PERS. This shall be paid by employees by payroll deduction. This payment shall be made on a pre-tax basis pursuant to Section 414(h)(2) of the Internal Revenue Code.
 1. The remaining required employee retirement contribution shall be paid by the City. The City shall report to PERS as compensation earnable pursuant to California Government Code section 20636(c)(4) its payment of a portion of employee retirement contributions to PERS, which is four percent (4.0%) of pensionable compensation for safety employees and two percent (2.0%) of pensionable compensation for miscellaneous employees.
- b. Employees hired on or after January 1, 2013 who are “new members” as that term is defined in the Public Employee Pension Reform Act (“PEPRA”), Government Code § 7522 et seq.:
- i. For safety employees, the City’s contract with CalPERS provides for the two point seven percent (2.7%) at age fifty-seven (57) retirement formula.
 - ii. For miscellaneous employees, the City’s contract with CalPERS provides for the two percent (2%) at age sixty-two (62) retirement formula for miscellaneous employees.
 - iii. Employees shall pay the full “member contribution” to PERS at the rate established by PERS, which is 50% of the normal cost as provided in Government Code Section 7522.30(c), and which in FY2016-17 is 12.25% of pensionable compensation for safety employees and 6.00% of pensionable compensation for miscellaneous employees and which may change from year to year. This shall be paid by employees by payroll deduction. No portion of the member contribution shall be paid by the City. This payment by employees shall be made on a pre-tax basis pursuant to Section 414(h)(2) of the Internal Revenue Code.
- c. Effective June 30, 2007, the City shall commence contributing on behalf of each Unit employee an amount equal to 1.6923% of his or her base salary to a Post Employment Health Plan (PEHP), as authorized by Internal Revenue Code Section 501(c)(9), which PEHP shall be administered by a private agency authorized by the City. These contributions shall not be considered as taxable income or pensionable income and the City shall not report such contributions on the Unit employee’s W-2 form.

The PEHP shall permit participants to allocate all or a portion of payouts upon separation

of unused sick leave and/or annual leave benefits in accordance with terms and conditions to be agreed upon by the City and Union at a later date.

Upon separation, all Unit employees shall contribute the value of the same percentage of annual leave and/or sick leave to the PEHP. The applicable percentage shall be determined annually by City and Union.

Deferred Compensation

Effective the first pay period following Council ratification, the City will establish a Deferred Compensation 401 (a) plan and will contribute 0.9% of base salary to the plan. The contribution will take effect the first full pay period following the election made by the employee. There will be no retroactivity for those employees who fail to make a timely enrollment.

4. Life Insurance Premiums

City shall continue to pay 100% of the premiums for Unit employee-only coverage under the existing level of benefits for life insurance.

5. Health Insurance Premiums

- a. The City shall contribute the amount required under Government Code section 22892 toward the payment of premiums under City's health insurance plan on behalf of each Unit employee and, to the extent required by law, each eligible retiree. Nothing in this paragraph 5 shall have any bearing on the issue of whether the selection of available health insurance carrier(s) by City is a required subject of the "meet and confer in good faith" process.
- b. Effective on the date City Council approves this MOU, the City shall contribute \$703.00 per month for each Unit employee (regardless of tier, i.e. Employee Only, Employee Plus One or Family) towards the City's health insurance reimbursement plan (Cafeteria Plan). Therefore, effective on the date City Council approves this MOU, the City's total monthly contribution is as follows:

Employee Only - \$703.00

Employee plus One - \$703.00

Family - \$703.00

Should the City's contribution exceed the plan premium selected by the employee, then that excess will be paid to the employee in cash.

Effective on the date City Council approves this MOU, employees who waive medical benefits will receive \$603 per month in cash.

- c. Effective the first full pay period of July 2019, the City will make an additional \$400 monthly contribution for each Unit employee (regardless of tier, i.e. Employee Only, Employee Plus One or Family) towards the Cafeteria Plan. Therefore, effective the first full pay period of July 2019, the City's total monthly contribution is as follows:

Employee Only - \$1103.00

Employee plus One - \$1103.00

Family - \$1103.00

Should the City's contribution exceed the plan premium selected by the employee, then that excess will be paid to the employee in cash.

Effective the first full pay period of July 2019, employees who waive medical benefits will receive \$903 per month in cash.

- d. Effective the first full pay period of July 2020, the City will make an additional \$440 monthly contribution for each Unit employee (regardless of tier, i.e. Employee Only, Employee Plus One or Family) towards the Cafeteria Plan. Therefore, effective the first full pay period of July 2020, the City's total monthly contribution is as follows:

Employee Only - \$1543.00

Employee plus One - \$1543.00

Family - \$1543.00

Should the City's contribution exceed the plan premium selected by the employee, then that excess will be paid to the employee in cash.

Effective the first full pay period of July 2020, employees who waive medical benefits will receive \$1243 per month in cash.

- e. On the date the MOU expires, the status quo for the monthly amount for Unit employees who waive medical benefits will remain at \$1243 if the bargaining unit has a 61% participation level in the medical program on January 1, 2021. If the bargaining unit's participation level is less than 61% on that date, then the status quo as of the expiration of the MOU shall be that the cash back for Unit employees who waive medical benefits is \$900 per month.
- f. City shall contribute \$30.83 biweekly per Unit employee towards City's dental insurance reimbursement plan (Cafeteria Plan).
- g. City and Union acknowledge that the Cafeteria Plan is primarily designed to provide health and dental insurance benefits to Unit employees. Nevertheless, if a Unit employee

provides acceptable verification of alternative health insurance or dental insurance coverage to City, the Unit employee may receive a cash payment to the extent that when added to the employee's other insurance selections the cash payment does not exceed the available Cafeteria Plan dollars provided by City.

- h. Cash received pursuant to the Cafeteria Plan shall be included in an employee's regular rate of pay for purposes of calculating overtime under the Fair Labor Standards Act (29 USC § 201, et seq.). However, cash received pursuant to the Cafeteria Plan shall not be included in an employee's regular rate of pay for purposes of calculating overtime under this MOU ("Contract Overtime").

6. Driver's License

- a. Unit employees hired by City on or after November 24, 1994, shall continue to be required, prior to the completion of their probationary period, to secure from the Department of Motor Vehicles a Firefighter endorsement to their class C license which allow the employee to operate a fire engine and ladder truck.
- b. (1) Unit employees employed by City prior to November 24, 1994, who are not required to possess either such driver's license described above as a condition of performing the duties of their classifications may volunteer to obtain either such driver's license. In the event that the Fire Chief or his/her designee ("Fire Chief") determines that there are not sufficient volunteers available to satisfy the needs of the Fire Department, the Fire Chief may require all Unit employees who do not possess either such driver's license to make every effort to secure one.

(2) Those Unit employees who attempt in good faith to acquire either such driver's license but are unsuccessful shall not suffer any adverse consequences as a result of their inability to obtain either such driver's license, other than being precluded from performing duties which require possession of either such driver's license. Unit employees who presently or hereafter possess either such driver's license shall make every effort to maintain either such driver's license.
- c. City shall continue to pay all attendant costs incurred by Unit employees in applying for, procuring and maintaining either such driver's license described above, including any required medical examination or application fees.

7. Alternative Duty

- a. Upon submission of medical documentation that a Unit employee is unable to temporarily perform firefighting duties due to an injury or illness, the Fire Department will continue to provide, at the Unit employee's request, alternative duty. Alternative duty shall be limited to that which is medically appropriate and which contributes in a meaningful and identifiable way to the function and mission of the Fire Department. Alternative duty assignments are to be of a temporary nature not exceeding 180 consecutive calendar days. Any extension of alternative duty may be granted after a review of the Unit employee's medical condition by the treating medical provider and

the Fire Chief.

- b. Once a Unit employee has been medically certified by a medical provider as fit for full duty, that employee will be returned to the employee's former position and team to which the employee was assigned prior to the temporary disability, unless in the interim the Unit employee has been promoted.

8. Longevity Pay

- a. The City shall provide longevity payments in the following percentages of base wages to employees that have completed the following number of years of service with the City:

<u>Years of Service Completed</u>	<u>Percentage Bonus</u>
5 but less than 10	1%
10 but less than 15	2%
15 or more	3%

- b. These bonus payments are not cumulative so that, for example, an employee who has completed 12 years of service shall be entitled to 2%, not 3%.

9. Overtime Compensation

- a. Each Unit employee assigned to fire suppression duties shall be entitled to premium overtime compensation at the rate of one and one half (1.5) times the employee's regular rate of pay, as that term is defined in the Fair Labor Standards Act (FLSA), for all time worked or deemed to have been worked in excess of 182 hours in a 24 day work period.
- b. All other Unit employees shall be entitled to premium overtime compensation at the rate of one and one half (1.5) times the employee's regular rate of pay, as that term is defined in the FLSA, for all time worked or deemed to have been worked in excess of 80 hours in a 14 day work period. The compensation shall be provided in the form of a cash payment unless the employee requests that it be provided in compensatory time off, which shall be subject to a maximum accumulation of forty (40) hours.
- c. For the purpose of determining overtime, the words "deemed to have been worked" shall include all paid leave time, such as annual leave, holiday leave, sick leave, release leave for Union business, jury leave, bereavement leave, and military leave; except compensatory time off.
- d. A Unit employee shall not be entitled to any premium overtime compensation during any work period in which that employee has not actually worked, even though the employee has been deemed to have worked, because of paid leaves of absence, in excess of either 182 hours in a 24-day work period or 80 hours in a 14-day period, whichever is applicable to that employee, unless the employee has used 182 or more hours of injury leave pursuant to California Labor Code section 4850 in a 24-day work period or 80 hours in a 14-day work period, whichever is applicable to that employee.
- e. Employees in the classification of Fire Inspector who are placed in a stand-by status on a recognized holiday shall receive eight (8) hours of premium overtime compensation for each full holiday and four (4) hours of premium overtime compensation for each half-holiday irrespective of whether or not they have been called back to service.

10. Overtime Assignment Policy and Procedures

STAFFING RULES

1004.2.1 ANNUAL LEAVE

Annual Leave selections take place in October for the upcoming year. After annual leave picks have been completed for the following year, employees may request additional annual leave through Workforce for the following year. Up to six employees may take annual leave per day. A maximum of three captains and three engineers can take annual leave on any given day. This will be referred to as the 3 per rank rule, although 6 firefighters can theoretically be off if the leave is available.

There will be a reduction in the available annual leave positions for the Thanksgiving and Christmas Eve/Christmas day periods. From the Thursday before Thanksgiving until the Thursday after, as well as December 17-31, annual leave will be limited to 4 members based on seniority. The same 3 per rank rule applies during these periods.

Once hiring/mandates for the holiday periods listed above as well as New Years Day, Easter Sunday, Memorial Day, Independence Day, Veterans Day and Halloween have been accomplished, no additional annual leave will be allowed, even if there is a late cancellation of annual leave.

When annual leave is cancelled by an employee and six people were off that day, the day will be suppressed and put out to bid by the Staffing Captain via e-mail. Employees who want to request that day shall go to the Workforce calendar and use the "Bidding for annual leave" code. When requesting annual leave through Workforce, it will warn you that it needs to be approved. At the close of the bid period (usually two weeks) the Staffing Captain will award the annual leave to the employee with the most seniority in the department requesting the time off. Days which do not have six employees off will become available through Workforce without notification. Workforce will automatically approve the request that day.

Employees who determine they don't want to use assigned annual leave shall cancel it as soon as possible. Workforce will hire for your vacancy 28 days before it takes place. A cancellation after that time will affect the person who accepted the vacancy.

Request for annual leave once a shift has begun will only be granted if Workforce can fill the spot without incurring a mandate. Employee will not be permitted to leave until relief has arrived at the station and is ready to work.

Coverage will be rank for rank. Station 7 vacancies will be filled with Haz Mat qualified personnel only. Filling a vacancy with acting personnel is allowed for periods of 12 hours or less if necessary.

1004.2.2 TRANSFERS

When a person transfers to another shift, they carry their assigned annual leave to the new shift regardless if it creates an additional person on annual leave. If an employee cancels annual leave in this situation the annual leave shall not go out to bid unless there are less than the approved number of personnel on annual leave.

1004.2.3 BRUSH FIRE RESPONSE

24-hour overtimes received while on a brush fire or other emergency will rotate the employee on pick list.

1004.2.4 FAMILY SICK LEAVE

Shift employees are eligible to use up to one-half of their annual accrual (i.e., six months of accrual) of annual leave benefits as family sick leave per year. Members should refer to the current MOU for accrual rates. An employee is eligible to work overtime the day after using family sick leave. Workforce tracks the family sick leave used annually and will not allow excessive use. Employees may notify Workforce of family sick leave between 1600 hours the day before and 0600 hours the morning of the shift. Notification of family sick leave outside of these hours shall be done through the Duty Chief.

1004.2.5 FATIGUE (CONSECUTIVE HOURS WORKED)

An employee shall not work more than 120 hours in any 132-hour period. Workforce will analyze rosters prior to offering an overtime to ensure that the employee will not exceed this standard. Every effort will be made to not mandate employees if doing so will cause the employee to work more than 120 hours in a 132-hour period.

1004.2.6 HIRING ORDER

When Workforce hires for multiple openings on a single day it starts with openings at Station 7 and works down to Station 1 before concluding at Station 8.

1004.2.7 NEW EMPLOYEES

Employees will be automatically added to the overtime list and eligible to work overtime after completion of their first four shifts the employee must notify the Department if they want to be excluded from the list. They will be placed at the bottom of the overtime list and the top of the mandate list based on the graduating ranking from academy.

1004.2.8 INJURY LEAVE AND EXTENDED SICK LEAVE

If an employee is on injury or extended sick leave, they are not eligible for overtime. During this period of disability, a "Do Not Call" status shall be entered in Workforce by the employee. The employee shall be responsible for keeping the Department and Staffing Captains informed of their status.

Employees shall remove sign up codes entered during the anticipated injury or sick leave period so that overtime can be assigned properly. Employees anticipating a longer period of disability

than the doctor release states should add a “Do Not Call” status placed on their calendar to cover the expected length of disability. This will prevent Workforce from calling the employee until they are cleared to come back to work.

1004.2.9 MANDATES

If an opening is not filled by volunteers, the department, in order to maintain proper staffing levels, shall mandate an employee to work. A separate mandate list is maintained in Workforce. If an employee is mandated to work, they shall move to the back of the mandate list. An employee who is promoted will be placed on the top of mandate list. New employees are placed at the top of the mandate list. In order to mandate an employee, it must be accomplished via phone or in person, not voicemail or email or text

Vacancies that continue to exist after one hiring process will be filled by a mandate as soon as the hiring process is complete. There is no minimum time worked for a mandate. At 0800, if no one has been assigned to a position on the Workforce roster, the person in that position from the previous shift is considered mandated. However, personnel can be held over in that position past 0800 due to late relief or emergency response without it being considered a mandate.

Mandates are credited at the time of the mandate. Trading mandates is allowed. Once mandated, the employee ‘owns’ the mandate. If a mandated employee finds an employee willing to work the mandate, the employee can give up the mandate while still receiving credit for the mandate. If the mandate is a department error, the employee has the option to keep the mandate or be removed from the mandate. and return back to their previous position on the mandate list.

At times when there are multiple mandates in the same 24-hour period, the person at the top of the mandate list gets to choose their mandate and so on down the mandate list. Everyone is eligible for a mandate if not already assigned to a department function.

Mandates for the next day can occur as soon as the hiring process has been completed. Station 4 Captains will mandate the employee highest on the mandate list they can speak to in person. If the hiring process has not been completed by 2130, an employee will be placed on a standby mandate. In the morning, once the hiring process is complete or 0715, whichever comes first, the employee will be mandated.

Employees will not be mandated more than once in a two-week period. All employees are eligible for a mandate if not already assigned to a department function. There can only be one mandate for a position in a 24 hour period. An employee will not be mandated while on annual leave. For mandate purposes, annual leave will be the period of time from the last regular day worked until the first regular day back on duty and shift trades do not exempt an employee from a mandate, except for the specific day they had a trade scheduled.

If these mandate rules must be broken because there are not any employees eligible to mandate, the rules will be broken in this order; the two-week rule, employees not on the overtime list, fatigue rule, annual leave. Before breaking the “Annual Leave Rule” all other rules must be broken, to the extent of breaking multiple rules before breaking the “Annual Leave Rule”. Example: Employee A has AL scheduled, Employee B has been mandated in the last 2 weeks,

has worked 120 hours, and is not on OT list; Employee B would be mandated before Employee A.

1004.2.10 NOTIFICATION

When an employee uses a sign-up code and Workforce assigns overtime to them, Workforce notifies them and requests they acknowledge the message. It is not asking you to work. You have already stated your desire to work by putting a sign-up code in Workforce.

1004.2.11 OPPORTUNITIES

If there is an opening for the next shift and you do not have a sign-up code, Workforce will call and advise you of an opportunity to work. Workforce is asking you if you want to work. You may turn it down without being rotated on the list. At 0600 hours regardless of sign up codes, you will be given the opportunity to work, Workforce does not assign overtimes during this hiring process. If you missed the phone call, you may log into Workforce or call station 4 to see if the opportunity is still available. In the unfortunate event that the employee is willing to work but missed the opportunity to accept the overtime due to emergency response and the vacancy is filled, the overtime will remain with the employee who first accepts the overtime.

1004.2.12 OVERTIME CANCELLATION

In the event of an overtime cancellation that is not initiated by the employee scheduled to work the overtime, a canceled overtime credit will be recorded. Examples of department canceled overtime include canceled AL (after it's been hired for), changes to staffing assignments in which an employee is reassigned into a position that was previously filled by an overtime, staffing errors, and injury leave. It is the responsibility of all employees to manage their Workforce calendar and extension of injury leave beyond the initial injury will not generate a canceled overtime credit. In the event an employee is reassigned to a different shift and is unable to work a previously scheduled overtime, the canceled overtime credit will not apply. Due to the complexity, an employee will only receive 1 canceled overtime per event, even if multiple overtimes are canceled.

Once a canceled overtime credit is recorded, the employee will be placed on the picklist in a position representative of their original picklist position (before the canceled overtime was originally received). Once they are awarded a new overtime, they must contact Station 4 within 24 hours in order to implement the canceled overtime credit. The Staffing Captain will then edit the picklist to reflect the canceled overtime credit and the employee will be placed on the picklist in the position that is equivalent to where they were before the overtime was canceled.

1004.2.13 PARTIAL OVERTIMES

Overtime assignments less than 24 hours are considered a partial overtime and the employee will not be rotated on the list. Workforce hires for partial overtimes @ 1935 the previous shift. Employees should use the "Sign up Partial" work code prior to 1935 hours the night before. When two or more partial shifts occur on the same day at the same rank, even if they are consecutive, they will be treated as separate overtime openings.

Employees may work multiple partial shifts in one day if multiple partial shifts exist and an overlap between the partial shifts does not exist. If the total hours of the combined partial shifts equal 24 hours, the employee will rotate on the overtime list

1004.2.14 PROMOTIONS

After an employee is notified of their upcoming promotion, they are eligible to work overtime in their current rank until the day of their promotion. Workforce will offer the employee overtime at their new rank starting on the promotion date.

This will happen during the 28-day cycle before the employee has been promoted to their new rank. Any overtimes already assigned at the old rank which occur after the promotion date will be canceled without compensation. Employee will be placed at the top of the mandate list and the bottom of the OT list in new rank. This will occur on the first day of the pay period in the newly promoted position. Newly promoted members will be placed at the bottom of the overtime list based on their promotional ranking. A recently promoted employee has up to six months to pay back shift trades with other employees in their previous rank. Staff personnel may work overtime in fire suppression at the rank previously held prior to the staff assignment.

1004.2.15 SHIFT TRADES

Shift trades of regularly scheduled work periods between two employees of the same rank are allowed. The employee who will be reporting to work that day is responsible for entering the trade in Workforce. This shall be done before 0715 hours the morning of the trade. Because accurate rosters are important to the safe operation of the fire department, trades not reported before 0715 hours must be reported to the Duty Chief.

An employee who has taken the day off with a trade is not eligible to work overtime on that day. An employee working a shift trade cannot move to an open overtime spot. Once the overtime is filled the overtime employee can mutually agree to switch with the person working the shift trade. An employee who is off on a shift trade is not eligible to be mandated for that day. There is no mandate protection for days either side of the trade.

If the employee who agreed to work the shift trade does not report for work, the member they are replacing will be charged annual leave for the time assigned on the roster. If the employee does not have annual leave available, leave without pay will be assigned for those hours. The employee who agreed to the trade and failed to report to work shall prepare and submit a memo to the Duty Chief explaining the reason that he/she did not report to work on the assigned day. Payback records are the sole responsibility of the members involved in the exchange. The department does not track or retain records of shift trades.

1004.2.16 SICK LEAVE

Annual leave includes sick leave but is tracked as a separate status in payroll and Workforce. Employees can notify the department that they are ill by using Workforce for calling the Staffing Captain between the hours of 1600 hours the day before and 0600 hours the day of the shift. Sick leave notification outside of these hours shall be done through the Duty Chief. An

employee is not eligible to work overtime for the next 24 hours after the sick leave shift, even if scheduled prior to sick leave.

Section 14.3.2 of the City of Oxnard Personnel Rules and Regulations outlines the eligible use of sick leave. For Fire Department personnel, any employee on 56-hour work week who are absent on sick leave two (2) or more regularly scheduled consecutive shifts may be required to submit a physician's certificate or written memo to their Battalion Chief explaining the cause of such absence.

1004.2.17 SWITCHING OVERTIMES/MANDATES

Trading overtime shifts occurring on different days will be allowed. Both employees must have assigned overtimes to switch. An employee shall not switch an assigned overtime for a future unassigned overtime. Employees may trade overtime assignments that occur on the same day. The Staffing Captain shall be notified of the changes before 0715 hours the morning of the shift.

1004.2.18 UNABLE TO COMPLETE ASSIGNED OVERTIME

If an employee is unable to work the total amount of overtime hours assigned, the employee shall notify the Staffing Captain of the vacancy and the Staffing Captain shall enter the vacancy into the Workforce system. The employee shall only be paid for actual time worked regardless of the original assignment. If the employee was assigned a 24-hour shift, the employee's name shall be rotated to the back of the list, regardless of hours actually worked.

An employee may designate another employee to cover in the partial absence for the employee working an assigned overtime. If the original employee is unable to find coverage for that absence that employee will forfeit the overtime and be penalized for a cancelled overtime.

1004.3 TELESTAFF STAFFING TIMELINE

0800 Hours

Shift change takes place at 0800 hrs. 24-hour vacancies hired before 0800 will result in movement on the overtime list regardless if the employee reports to work by 0800. Employees called after 0800 for that shift will not rotate on the overtime list unless the employee was already at work and receives 24 hours of pay.

1830 Hours

Workforce hires for 24-hour openings for the next day. Employees with shift signup codes are grouped at the top of the hiring list and assigned the overtime. Workforce then uses the pick list to offers the overtime if to employees that do not have a signup code.

1900 Hours

Workforce fills openings that occur within the next 2-28 days (up to four weeks from this evening) using sign up codes entered by employees on their calendars. By entering these codes the employee is notifying the Department that they are willing to work. Employees should

remove sign up codes from days they become unable to work before Workforce hires. If an employee is unable to work an overtime they have been assigned they must notify the Staffing Captain to have their name removed. A penalty is assessed which places the employee on the overtime list (pick list) as if they had worked the overtime.

1910 Hours

Workforce starts the notification process by calling everyone who was assigned overtime at 1830 and 1900 hours. During each calling cycle Workforce will attempt to contact you three times. If you are on duty it will call you at work and if it is unable to reach you it will call your first contact phone number and then at work a few minutes later. If you are off duty it will call your first contact number, your second contact number and then return to your first contact number. Workforce is calling to notify you of your overtime and to have you acknowledge your overtime assignment. Workforce will also call people who have not acknowledged previous overtime assignments. If Workforce has not made contact with you by phone of your assignment the next time you log in by computer Workforce will have you acknowledge your overtime assignment.

1930 Hours

Workforce hires 24-hour openings for the next day that have appeared since 1830 hours or are still unfilled. It uses the pick list and assigns the overtime if the employee has a signup code or calls them and offers the overtime if they do not have a signup code. If there is still an opening for the next day after the 1930 hours hiring process the Staffing Captain will use the Mandate List to mandate the employee. Employees who are on standby mandate cannot leave work without the approval of the Staffing Captain. The Staffing Captain will notify the employee the next morning of the standby mandate status after he has determined whether the opening was filled without the use of a mandate.

1935 Hours

Workforce hires next day partial shift overtimes. Employees with partial shift signup codes are grouped at the top of the hiring list and assigned the overtime. If there are no partial shift signup codes, employees will be called and offered the overtime in order of the picklist.

2000 Hours

Workforce calls people who were assigned overtime at 1930 hours and any outstanding overtime assignments that have not been acknowledged.

2130 Hours

Phone notifications from Workforce stop until the next morning at 0600 hours.

0600 Hours

All requests to Workforce for sick leave, family sick leave, annual leave and shift trade should

be in before this time for the next shift. All overtime personnel for the next shift should have acknowledged their assignment in Workforce. If they have not acknowledged the assignment their name will be removed and an overtime penalty assigned for unacknowledged 24-hour shifts. Workforce will begin the automated process of hiring for the shift that starts at 0800. Workforce will call everyone eligible to work and offer the assignment to them. This request can be accepted or turned down without penalty. Workforce will call employees who have signed up first then everyone else. The shift starts within 2 hours so this process takes place quickly with little time between phone calls. Also, because this is an automated offer without human involvement, employees not available by phone may miss this last-minute opportunity to work. If you missed the phone call you can call station 4 or log into Workforce to see if the opportunity is still available.

0715 Hrs

If an opening still exists for today, the Staffing Captain will mandate an employee to fill the spot.

0730 Hrs

The roster should be complete. All stations may now print a roster for the next shift. Any changes to the daily roster after this time requires Duty Chief notification.

11. Acting Pay

Employees who are acting in a higher classification shall receive the following additional compensation per hour during such acting assignment. Acting assignments shall not be scheduled for more than half of a 24 hour shift.

Employee's Regular Assignment	Employee's Acting Assignment	Acting Pay Per hour
Firefighter	Fire Engineer	\$0.42
Firefighter	Fire Inspector	\$0.42
Firefighter	Squad Driver	\$0.42
Fire Engineer	Fire Captain	\$0.58
Firefighter	Fire Captain	\$0.92
Fire Captain	Battalion Chief	\$1.25

12. Bilingual Pay

- a. City shall provide bilingual premium pay of \$125 per pay period for Spanish and \$62.50 for other approved languages for designated qualified Unit employees as currently defined below, subject to annual review.

b. Purpose

To establish guidelines and procedures for implementing the Bilingual Pay provisions of the Personnel Rules and Regulations and Memorandums of Understanding.

c. Authority

Section IV, Article 14 of the Personnel Rules and Regulations and applicable articles of Memorandums of Understanding are the authority for Bilingual Pay.

d. Criteria

The following criteria shall be used in evaluating a Bilingual Pay request:

The employee's assigned duties must involve regular and frequent use of bilingual skills in oral communication. Regular and frequent means using the skill on the average of at least once per workday. All employees who have bilingual skills are not automatically entitled to bilingual pay.

The total number of positions for which bilingual pay will be approved is generally limited to two positions per program.

An exception may be considered for programs where bilingual services must be provided beyond the normal eight-hour workday or five-day workweek.

e. Procedures

The program leader shall complete a Bilingual Pay form for each employee identified to receive bilingual pay.

The Human Resources Department or their designee shall conduct a bilingual skills examination to determine that the employee is fluent in English and Spanish.

Where several employees equally qualify for nomination, the bilingual pay benefit may be rotated on a semiannual basis.

13. Standby Compensation

Each Unit employee who has been placed in a stand-by status shall be entitled to stand-by pay in the amount of \$2.00 per hour for all time spent in that status.

14. Tuition Reimbursement

- a. City shall pay up to fifty percent of the costs of tuition, registration fees, laboratory fees, and books to a maximum of two hundred dollars per Unit employee per City fiscal year for work-related courses presented by accredited academic institutions

- b. Courses that qualify for this reimbursement are those that directly relate to the Unit employee's duties with the City or that directly relate to and are part of a planned course of study being actively pursued for promotion within City service, that are presented by an accredited high school, college, university or other accredited institution, and that are satisfactorily completed with a grade of "C" or higher.
- c. There shall be no obligation for City to reschedule the work hours of any Unit employee to facilitate attendance at any course of study.

15. Educational Incentive

Each Unit employee who has earned an Associate Degree (A.A or A.S.) shall be entitled to educational incentive pay equal to two and one-half percent (2½%) of base wages and each employee who has earned a Baccalaureate Degree (B.A. or B.S.) shall be entitled to educational incentive pay equal to an additional two and one-half percent (2½%) for a total of five percent (5%) of base wages.

16. Emergency Response Time

Unit employees shall continue to reside at a location that would enable Unit employees to respond in an emergency to their work location within ninety (90) minutes or less based upon customary safe driving time and conditions.

17. Annual Leave

- a. City shall provide annual leave benefits to Unit employees as follows:

- 1) Employees accrued annual leave for each biweekly period of service or major fraction thereof based upon years of service as set forth in the following tables:

FIRE UNIT (SHIFT/SUPPRESSION) ANNUAL LEAVE RATES

Years of Service	Months of Service	Biweekly Accrual	Annual Accrual	Maximum Accrual as of Dec. 31st
<5	0-59	13.41	348.56	1219.95
5-6	60-71	13.84	359.74	1259.08
6-7	72-83	14.27	370.92	1298.21
7-8	84-95	14.70	382.10	1337.34
8-9	96-107	15.13	393.28	1376.47
9-10	108-119	15.56	404.46	1415.60
10-11	120-131	15.99	415.64	1454.73
11-12	132-143	16.42	426.82	1493.86
12-13	144-155	16.85	438.00	1532.99
13-14	156-167	17.28	449.18	1572.12

>14 168+ 17.71 460.36 1611.25

**FIRE UNIT (NON-SHIFT/ ADMINISTRATIVE)
ANNUAL LEAVE**

Years of Service	Months of Service	Biweekly Accrual	Annual Accrual	Maximum Accrual Dec. 31.,
<5	0-59	6.04	157.04	549.64
5-6	60-71	6.35	165.10	577.85
6-7	72-83	6.66	173.16	606.06
7-8	84-95	6.96	180.96	633.36
8-9	96-107	7.27	189.02	661.57
9-10	108-119	7.58	197.08	689.78
10-11	120-131	7.89	205.14	717.99
11-12	132-143	8.20	213.20	746.20
12-13	144-155	8.50	221.00	773.50
13-14	156-167	8.81	229.06	801.71
>14	168+	9.12	237.12	829.92

- 2) Except as provided below, if a Unit employee accrues the maximum level of annual leave, such employee shall no longer be entitled to accrue additional annual leave until such time as his/her accrued annual leave is below the applicable maximum, unless an employee is temporarily disabled and receiving benefits under Labor Code section 4850 in which case the employee shall continue to accrue hours past the established maximums while in that capacity. In the situation described above, the employee who is receiving benefits under Labor Code section 4850 shall have all hours earned that are above the maximum maintained in such employees' annual leave bank for up to one (1) year, following his/her return to work after which the above accrual limits will be reinstituted.
- b. A Unit employee may redeem accrued annual leave for cash or roll accrued annual leave into a deferred compensation plan during each calendar year by submitting a written request to the General Accounting Division (Finance/Payroll) during the month of July or December according to the following table:

YEARS OF SERVICE	MAXIMUM ANNUAL LEAVE REDEMPTION HOURS (ADMINISTRATIVE WORK SCHEDULE)	MAXIMUM ANNUAL LEAVE REDEMPTION HOURS (SUPPRESSION WORK SCHEDULE)
Greater than 5	40 hours	56 hours

Greater than 10	80 hour	112 hours
Greater than 15	120 hours	168 hours

Any rollover of accrued annual leave into an employee's deferred compensation plan shall be subject to the lower of the redemption limits set forth above or any applicable IRS limits. Compliance with applicable IRS limits is the responsibility of individual employees. However, upon request, the City shall provide requested information to assist the employee. Should employees choose to roll accrued annual leave into a deferred compensation plan under this subsection, they must submit their redemption forms to the City's payroll department no later than July 1st or December 1st.

- c. If a Unit employee separates from service, the employee shall be paid for accrued annual leave to which the Unit employee is otherwise entitled at his/her then current hourly rate of pay including any longevity pay, educational and incentive pay and bilingual pay being earned as of the effective date of separation from City service.
- d. Sick leave benefits accrued by Unit employees as of November 5, 2005, shall be addressed as follows:
 - 1) Such current sick leave accruals may be used to receive a leave of absence with pay for illnesses or injuries of the employee under the same circumstance and with the same limitations as existed prior to November 5, 2005.
 - 2) Such current sick leave accruals and/or current annual leave accruals may be used as donations to a sick leave bank established by City for another City employee.
 - 3) City will redeem fifty percent (50%) of such current unused or unredeemed sick leave accruals, not to exceed 1344 hours, upon any separation from service to those employees with a minimum of five years of regular full-time service, at time of separation, at his/her then current hourly rate of pay including any longevity pay, educational and incentive pay and bilingual pay being earned as of the effective date of separation from City service.
 - 4) All vacation leave and holiday leave benefits accrued by Unit employees as of November 5, 2005, were transferred into their annual leave accrual banks.
- e. To enable all Unit employees to receive the number of annual leave hours to which they are entitled, up to four employees from the same shift may be on scheduled annual leave simultaneously during the year provided, however, that no more than three employees in the classifications of Fire Engineer and Fire Captain may be on scheduled annual leave at any one time.

- f. Regular scheduled annual leave will not be altered unless unusual conditions exist and/or an emergency occurs and all Unit employees are required to be available for work.
- g. The vacation leave and holiday leave selection procedure shall reflect that:
 - 1) Each Unit employee shall have the right to select vacation leave benefits equal to his or her annual accrual rate before any other employee may select vacation leave benefits in excess of his or her annual accrual rate.
 - 2) Each selection shall be confined to one block of consecutive shifts.
- h. All non-fire suppression employees shall receive the following paid holidays:
 - New Year's Day
 - Presidents' Day
 - Cesar Chavez Day
 - Good Friday (1/2 Day)
 - Memorial Day
 - Independence Day
 - Labor Day
 - Admissions Day
 - Veterans' Day
 - Thanksgiving Day
 - Christmas Eve (1/2 Day)
 - Christmas Day
 - New Year's Eve (1/2 Day)

18. Bereavement Leave

- a. Shift employees are entitled to up to 48 hours (2 shifts), and non-shift employees are entitled to take up to three days of leave of absence with pay, as necessary, on the death of any member of his/her immediate family. Immediate family shall include the following individuals related to the employee or the employee's spouse by reason of bloodline, adoption or foster care: parents, grandparents, spouse, brother(s), sister(s), child(ren), son(s)-in-law, daughter(s)-in-law, grandchild(ren), great grandchild(ren), step child(ren), step grandchild(ren), and any blood relative(s) living in the immediate household.
- b. Immediately upon return from bereavement leave, the employee shall furnish to the City some evidence of the death, e.g., a newspaper clipping, obituary notice, funeral card, or other record of death. If such evidence is not provided, the bereavement leave shall be considered leave without pay.

19. Military Leave

- a. Unit employees shall be entitled to the military leave benefits as provided in the

California Military and Veterans Code.

- b. Unit employees will be paid 100% of their assigned daily wage for the first 30 days of military leave. For the next eleven months the City will supplement the Unit employee's military salary to maintain the Unit employee at the same assigned daily rate of pay on the date of deployment. After 12 months Unit employees are able to use accrued leaves to maintain them in paid status. Once these leaves are exhausted the Unit employee will have job protection as defined in the California Military and Veterans Code.

20. Hours of Work and Work Schedule

- a. Unit employees assigned to fire suppression duties shall continue to be scheduled to work in 24-hour shift increments, with each shift commencing at 8:00 a.m., on a three platoon "4 to a 4, 4 to a 6" cycle that causes them to be scheduled to work an average of 56 hours per week or eight 24-hour shifts in a 24-calendar day work period, less applicable time off for annual leave, holidays, sick leave and other appropriate leaves of absence.
- b. The position of Administrative Captain shall continue to work a seven-day work schedule consisting of ten-hour work days on Monday through Thursday with Friday, Saturday and Sunday being days off. Each workday shall be scheduled to commence at the same time as every other workday.
- c. Fire Inspectors, the Administrative Captain and Fire Prevention Captains shall be assigned to a ten-hour daily work shift on a schedule that requires them to work four days in a seven-day calendar week. An alternative schedule may be worked if it is mutually agreed upon by the employee and the Fire Chief.

21. Jury Duty

If a Unit employee is called for jury duty, he/she shall be granted a leave of absence with pay provided that:

- a. The Fire Chief has been notified by the Unit employee of the jury duty summons.
- b. The Fire Chief could not obtain an excuse for the Unit employee from serving on the jury, in those instances where the employee could not be conveniently spared from his/her City duties at the time.
- c. The Unit employee refunds to the City fees received for jury duty service except travel and actual expense reimbursement.
- d. The Unit employee who is assigned to shift work shall return to his/her shift at the completion of the jury duty assignment each day.

22. Consecutive Hours Worked

Except in an emergency situation, a Unit employee shall not be assigned to work overtime or in a special assignment when either would cause the Unit employee to work more than 120 consecutive hours, recognizing that an employee will be assumed to work all future regularly scheduled hours.

23. Transfers

The procedure regarding station assignments or transfers, including selection of the Squad Driver at a station other than the one at which the Hazardous Materials (HazMat) Team is located and assignments to non-fire suppression positions other than Fire Inspector, shall be as follows:

- a. Regular Seniority-Bided Assignments: In the event of a station opening due to the promotion, transfer, demotion, retirement or demise of an employee, which is to be filled by a lateral transfer, such lateral transfer shall be made in accordance with the following provisions:
 - 1) All positions to be filled by lateral transfer shall be announced by email which shall be posted in convenient locations accessible to all employees for a period of at least 15 calendar days.
 - 2) Except as written below, each such position shall be considered open for written bid to the Fire Chief or his designee, by all employees meeting classification requirements.
 - 3) Except as written below, in the event more than one employee submits a written bid to the Fire Chief or his designee, the position shall be filled by the bidding employee with the highest seniority in rank.

- b. Probationary Employees:

- 1) A new employee or newly promoted employee may displace any employee in his or her classification during the probationary period, provided that no employee may be displaced more than once or for longer than six months during any two-year calendar period. The displaced employee must be on the same shift as the vacancy existing at the conclusion of the bidding process.
 - 2) Any employee displaced as a result of this process will be returned to his or her original assignment upon completion of the displacement period.
 - 3) Employees currently on probation either in a promoted or newly hired status shall be eligible to bid for station assignments pursuant to this provision.
 - 4) Employees, who begin a probationary period after the effective date of this MOU, either in a newly hired or probationary status, will be eligible to participate in this bidding system but will not be entitled to be transferred pursuant to the bid until after the completion of their probationary period.
- c. Fire Chief's Discretion: As pertains to Hazmat Team, Deputy Fire Marshal (Prevention Captain), Administrative Captain, and Staffing Captain, the following provisions shall be applicable:
- 1) Assignment of employees to the Hazmat team, Deputy Fire Marshal, Administrative Captain or Staffing Captain must be made from among employees who have submitted a bid. The Fire Chief may select any of the employees who submitted a bid, as long as three or more qualified bids are received.
 - 2) When the number of employees who have submitted a bid for the assignment is less than three, the Chief may elect to assign an employee who has not submitted a bid to fill the vacancy, provided that such selection must be made from among employees in the same classification and on the same shift as the vacant position.
 - 3) Except as provided below, employees who are assigned to the Hazmat Team, Deputy Fire Marshal, Administrative Captain or Staffing Captain shall be allowed to bid for any other vacant position in their classification at any other Station. A vacant position may result from the promotion, transfer, demotion, retirement, or demise of another employee, or because another qualified employee has been designated to replace the employee desiring to transfer out of the Hazmat Team, Deputy Fire Marshal, Administrative Captain or Staffing Captain, thereby creating an opening at another Station. An employee desiring to transfer out of the Hazmat Team, Deputy Fire Marshal, Administrative Captain or Staffing Captain must be allowed to do so within one year after submission of their bid.

24. Hazardous Materials Team Incentive Pay

To support and encourage maintenance of a trained and dedicated Hazmat Team for the City, incentive pay in an amount equal to 5% of the employee's base wages will be added to the base wages of all Fire Chief designated Hazmat certified Fire Department personnel assigned to the Hazmat Team and incentive pay in an amount equal to 2.5% of the employee's base wages will be added to the base wages of all suppression personnel who are certified and choose to participate in the Hazmat Team pool, provided that those individuals must perform all reasonable acts necessary to maintain that certification.

25. Staffing Captain

The Staffing Captain will earn an incentive pay in an amount equal to 5% of the employee's base wages. This incentive pay will be added to the base wages of this position. The Fire Chief will have the right to select the employee pursuant to the provisions of Section 23 c. The the incentive pay provided to the Staffing Captain pursuant to this section is Fire Staff Premium, intended by the parties to be pensionable compensation pursuant to Title 2, Section 571 of the California Code of Regulations.

26. Grievance Procedure

- a. Any employee with a grievance may first take it up with his or her Battalion Chief or department director. The grievance shall be submitted and processed on an appropriate form supplied by the City, the contents of which shall be mutually agreed upon by the City and the Union. The grievance shall be presented within 21 calendar days after the facts underlying the grievance occurred, or within 21 calendar days after the grievant, through the exercise of reasonable diligence, should have learned of the existence of the facts underlying the grievance, whichever occurs later.

If the grievance is not resolved at this level within 21 calendar days after the time it was presented, the grievance may be brought before the Human Resources Director or his/her designated representative. The grievance shall be presented to the Human Resources Director or his/her designated representative in writing by completing the appropriate form within 14 calendar days after the response by the person to whom the grievance was initially presented, if no such response is received within 21 calendar days after the grievance was first presented, within 14 calendar days following the expiration of that 21 calendar day period.

The Human Resources Director or his/her designated representative shall meet with the grievant and the grievant's representative, if any, within 14 calendar days following receipt of the written grievance. Within 21 calendar days following that meeting, the Human Resources Director or his/her designated representative shall forward to the grievant a written response.

Department directors are specifically instructed to listen to employee grievances. If such grievances cannot be resolved at the department level, the department director is instructed to assist the employee in presenting the grievance to the Human Resources Director.

With respect to any grievance which alleges a violation of the express terms of the effective Memorandum of Understanding, if the response of the Human Resources Director or his/her designated representative does not result in a resolution of the grievance, the grievant may appeal the grievance to advisory arbitration by presenting to the Human Resources Director or his/her designated representative within 14 calendar days following the receipt of his/her response, a written request by completing the appropriate form to present the matter to advisory arbitration. If the Human Resources Director or his/her designated representative and the grievant cannot agree upon the arbitrator within a reasonable time, either party may request the State Mediation and Conciliation Service to submit a list of seven arbitrators who have had experience in the municipal sector. The parties shall select the arbitrator by alternately striking names from the list until one name remains, which person shall become the arbitrator. The party who strikes the first name shall be determined by the flip of coin or other similar device. The arbitrator so selected shall hold a hearing as expeditiously as possible at a time and place convenient to the parties, and shall be bound by the following:

- 1) The arbitrator shall be bound by the language of the MOU and City and departmental rules and regulations consistent therewith in considering any issue properly before him.
- 2) The arbitrator shall expressly confine himself/herself to the precise issues submitted to him/her and shall have no authority to consider any other issue not so submitted to him/her.
- 3) The arbitrator shall be bound by applicable Federal, State and City law.
- 4) The arbitrator may not recommend changes in established wages or benefits, nor recommend the payment of back wages or benefits to a date prior to twenty-one (21) days before the grievance was timely filed.

The arbitrator shall submit findings and advisory recommendations to the grievant, the Human Resources Director and to the City Manager.

The City Manager shall, within twenty-one (21) calendar days of the receipt of the written findings and recommendations, make the final determination of the grievance and submit it in writing to the grievant and his/her designated representative.

The cost of the arbitrator and other mutually incurred costs shall be borne equally by the parties.

- b. The City Manager is also available to confer with any City employee concerning any personal problems, and such conferences are kept strictly confidential. However, employees understand that there can be not secrecy in discussions with the Manager that pertain directly to the employee's job.
- c. A grievance, as distinguished from a personal problem, is a complaint, a view, or an

opinion pertaining to employment conditions, to relationships between an employee and his supervisor, or to relationships between an employee and other employees.

- d. Any employee or groups of employees who present a grievance may do so with freedom from coercion, reprisal, or discrimination.
- e. The time periods set forth in this procedure may be waived by mutual written consent of both the grievant and the City.
- f. During the term of this Agreement, the parties agree to meet and confer over modifications to the grievance procedure applicable to Unit members.

27. Membership Dues Increase

- a. The City and Union agree to honor any membership dues adjustment as certified by an authorized Union official, provided that Union gives written notice of the adjustment to the affected employee(s) ten working days in advance of the beginning of the pay period in which the increase takes effect. The notice shall be accompanied by a statement that the City will honor the requested increase for any employee who does not cancel his/her payroll deduction authorization, and that such failure to cancel will be considered an amendment to the deduction authorization on file. Union must furnish written notification to the City that the required notice has been sent.
- b. Union agrees that the City assumes no liability on account of any actions taken or not taken pursuant to this section, and that the Union indemnifies and holds the City harmless against all claims and liability therewith.

28. Promotional Examinations

- a. Current and future vacancies in the Fire Inspector classification shall be filled by in-house, "closed" promotional examination limited to sworn firefighting personnel employed by the City. In the event there are only two or fewer persons on a resulting eligibility list for a vacant position, the Fire Department may elect to conduct a new "open" examination not confined to sworn firefighting personnel of the City, provided that only sworn firefighting personnel shall be eligible to participate.
- b. Wherever identical grades exist following a promotional examination procedure, names shall be arranged on the resulting promotional eligible list in the order of seniority within the Oxnard Fire Department.

29. Labor Management Committee

- a. There shall be a Labor-Management Committee (Committee) consisting of representatives of the Union and representatives of the City Manager and Fire Chief.
- b. The purpose of the Committee is to facilitate positive ongoing labor-management relationships by providing an informal forum for the free exchange of views, and discussions of mutual concerns and problems, as distinguished from meeting and

conferring.

- c. Representatives of the Union on the Committee who are Unit employees shall not lose pay or benefits for meetings mutually scheduled during their duty time.

30. Drug and Alcohol Testing

a. Purpose

- 1) Fire Department employees are frequently required to make decisions involving public health and safety and are required to function in hazardous environments. Additionally, Fire Department employees are entrusted with varying levels of responsibility for the welfare of others, security of information and care of property. Because of these responsibilities, the community has high expectations for the conduct of Fire Department employees. Few persons are given such extensive public trust.
- 2) The use of alcohol or drugs (including some prescription or over-the-counter medications by Fire Department employees in the workplace may not only adversely affect employee performance but can also impact morale and safety and significantly increase the risk of the City incurring civil liability.
- 3) Any illegal use of alcohol or drugs by Fire Department employees poses a serious threat to public safety. Therefore, in the interests of the City, its residents, and the members of the Fire Department, the Fire Department shall implement the following alcohol/drug testing policy and procedures.
- 4) Aspects of this alcohol/drug testing program shall be conducted on City time and while participating in this program employees shall be paid in a manner consistent with the provisions of the developed Oxnard Fire Department Administrative Policy.

b. Employee Responsibility

- 1) When reporting for duty, Fire Department employees shall not have any alcohol in their body (i.e., less than .01% blood alcohol). Further, employees shall not consume alcohol or alcoholic beverages while on duty.
- 2) Occasionally, Fire Department employees will be ordered on a nonscheduled call-out to respond to a situation that cannot be delayed. If the employee has consumed any alcohol within eight hours of the call-out, the employee will inform the appropriate Fire Battalion Chief. If an employee has ingested alcohol but is determined to not be under the influence of alcohol, the employee may be considered eligible to work on a case-by-case basis, at the discretion of the Fire Battalion Chief.
- 3) Fire Department employees will not ingest any substance at any time that is

prohibited by law.

- 4) Fire Department employees will not report for duty while under the influence of any substance, including prescription drugs, that impairs the employees' judgment, emotional stability or physical ability to the extent that the substance could adversely affect the ability of the employee to satisfactorily perform.
- 5) Any employee taking any medication marked "do not drive," "do not operate heavy equipment" or similarly labeled, shall inform the appropriate Fire Battalion Chief of the use of the medication prior to reporting to duty.
 - i. In such cases, the Fire Battalion Chief shall determine whether the employee may work full-duty or light-duty based upon the written opinion of the employee's personal medical provider that the use of the medication will or will not impair the employee's ability to perform specific duties. The Fire Battalion Chief may direct the employee not to respond to the work site or the Fire Battalion Chief may order the employee to return home on the employee's accrued sick leave or accrued vacation leave to be selected at the employee's option. The Fire Battalion Chief has no obligation to provide a full-duty or light-duty position.
 - ii. In the event that the employee's personal medical provider provides a written opinion that the use of the medication will not impair the employee's ability to perform specific job duties, the Fire Battalion Chief shall permit the employee to work as scheduled and perform those approved specific job duties.
- 6) Nothing in this section shall constitute a waiver of an employee's rights under the California Labor Code, the Americans With Disabilities Act, the Public Employees Retirement System statutes or any other similar provision.

c. Method - For Cause/Accident-Driven Testing

- 1) Fire Department employees shall be subject to mandatory alcohol/drug testing, while on duty, based on articulable reasonable symptoms of suspicion. Articulable reasonable symptoms of suspicion means a level of suspicion based upon specific personal observations of a trained supervisor. The observing supervisor shall describe and document the following:
 - i. Personally perceived and specific, articulable observations of the appearance, behavior, speech, body odors or performance of the employee; or
 - ii. A violation by the employee of a safety rule or other unsafe work incident which, after further investigation of the employee's behavior or appearance, leads the observing supervisor and a Fire Battalion

Chief to conclude that the use of alcohol or a controlled substance may be a contributing factor; or

- iii. Other physical, circumstantial or contemporaneous indicators of alcohol or controlled substance use by the employee.
- 2) Suspicion does not constitute reasonable suspicion for purposes of this policy if based solely upon the observations and reports of third parties, or solely upon violation of a safety rule or other unsafe work incident.
- 3) The observing supervisor must inform the employee to be tested of his or her right to representation prior to any testing. All reasonable accommodations shall be made by the Fire Department to ensure the employee has the opportunity to confer with his or her representative prior to testing.
- 4) Fire Department employees may be subject to mandatory alcohol/drug testing, while on duty, based on critical incidents involving a vehicle accident resulting in personal injury or property damage reasonably believed by the Fire Chief to be in excess of \$1,000.
- 5) The test, at the option of the employee's supervisor, will be of breath or urine. If the employee refuses to take the test, the employee will be considered insubordinate and subject to disciplinary action up to and including discharge.
- 6) Testing procedures and processes related to the "for cause" and "vehicle accident," standards will be consistent with, and subject to limitations of, Section IV below, for urine testing and to Department of Transportation, Federal Highway Administration guidelines for breath testing as those may change from time to time. The Fire Department will arrange to transport the employee to and from the testing site for an employee to be tested "for cause" or following a vehicle accident.
- 7) Specimen collection shall be done at a designated facility which is licensed and approved by the Substance Abuse and Mental Health Services Administration (SAMHSA).

d. Method - Random Testing

1) Frequency of Random Testing

i. Category One

- a. All Fire Department employees hired on or after September 18, 1999, may be tested up to, but not more than, four times in a twelve-month period.
- b. An alcohol/drug test occurring for cause, or due to a vehicle accident shall not count towards these random test frequency

limits.

ii. Category Two

- a. Any Fire Department employee not in Category One who has (1) tested positive for alcohol or drugs on a previous occasion or (2) been convicted of a crime related to alcohol or drugs may be tested up to, but not more than, four times in a twelve-month period for five consecutive twelve-month periods.
- b. A twelve-month period shall be July 1, 1999, through June 30, 2000 and each July 1 through June 30 of succeeding years.
- c. An alcohol/drug test occurring for cause, or due to a vehicle accident shall not count towards these random test frequency limits.

iii. Category Three

- a. Any current Fire Department employee competing for promotion to the classification of Fire Engineer may be tested one time prior to establishment of a certified promotional list.
- b. This test shall not count towards these random test frequency limits.

iv. Among other things, all Unit employees shall be subject to drug testing in accordance with the procedures and subject to the safeguards set forth herein in cases where (1) there exist articulable symptoms or suspicions of substance abuse or (2) the employee has caused a vehicle accident resulting in personal injury or property damage reasonably believed by the Fire Chief or designee to be in excess of \$1,000.

v. City may conduct random drug and alcohol testing up to four occasions per calendar year pursuant to the procedures and subject to the safeguards set forth herein with respect to (1) all Unit employees hired after September 18, 1999; (2) any Unit employee who was tested positive for drugs or alcohol on a previous occasion; and (3) any Unit employee who has been convicted of a crime related to the use of drugs or alcohol subsequent to ratification of this MOU.

vi. Any current Unit employee who competes for promotion to the classification of Fire Engineer shall be required to submit to a drug and alcohol test in accordance with the procedures and subject to the safeguards set forth in Exhibit E as part of that examination process only.

31. Disciplinary Action Appeals Procedure

a. Definition of Disciplinary Action

“Disciplinary Action” is any suspension, demotion, discharge or restriction of access to overtime of regular non-probationary Unit employees taken for punitive reasons.

The Fire Chief may utilize as a form of discipline the penalty of causing an employee to be ineligible for a period not to exceed thirty days for any voluntary overtime assignment. The Unit employee may appeal this discipline in the same manner, and subject to the same hearing rights and procedures, as a dismissal, demotion or suspension.

b. Opportunity to Respond and Appeal

Within five calendar days of receipt of an intent to impose disciplinary action, a Unit employee shall be accorded a prompt opportunity to respond orally or in writing to the person proposing the disciplinary action and to the charges constituting the bases for the action.

c. Advisory Arbitration

- 1) Within ten calendar days of the receipt of a notice imposing a disciplinary action, a Unit employee may file a request for advisory arbitration with the Human Resources Director or his/her designee to appeal the disciplinary action.
- 2) Human Resources Director and the Unit employee, or their designated representatives, shall agree on an advisory arbitrator. If they are not able to agree on an arbitrator within a reasonable time, either the Human Resources Director or the Unit employee, or their designated representatives may request the State Mediation and Conciliation Service to submit a list of seven arbitrators who have had experience in public sector employee relations. The parties shall select the arbitrator by alternately striking names from a list until one name remains. The identity of the first person striking the first name shall be determined by a coin flip or other random means. Unless agreement is reached on the name of a specific arbitrator, the last name remaining on the list shall become the advisory arbitrator.
- 3) The arbitrator so selected shall conduct a hearing as expeditiously as possible at a time and place convenient to the parties.
- 4) Upon conclusion of the hearing, the arbitrator shall submit findings and an advisory recommendation to the employee, the Human Resources Director and the City Manager.
- 5) Within forty-five calendar days of the receipt of the written findings, conclusions and advisory recommendation, the City Manager shall determine whether or not to adopt the recommendation of the arbitrator. The City Manager cannot reject the arbitrator’s advisory recommendation and impose discipline that has a greater negative financial impact on the Unit employee than the arbitrator’s recommendation without first reviewing the entire evidentiary

record of the arbitration proceedings.

- 6) The cost of the arbitrator and other mutually incurred costs shall be borne equally by the Unit employee and City.
- 7) The time limits expressed herein may be modified by mutual written agreement of the Unit employee and the Human Resources Director or their designated representatives.
 - 8) Written reprimands will be removed from an employee's personnel file five years from the date the appeal process has been completed provided no further disciplinary action has occurred in the intervening years. Should additional punitive action be imposed that is not later set aside by an administrative appeal or Court action, then the written reprimand will become part of the employee's permanent record.

32. Future Meet and Confer Item

City and Union agree to "meet and confer in good faith" with regard to modification of City's Personnel Rules and Regulations. City may not implement any changes in the Personnel Rules and Regulations during the term of this MOU without the concurrence of the Union unless those changes apply uniformly to City employees.

33. Uniform Allowance

- a. On the first pay period in the month of October of each year, City shall pay to all active Unit employees a lump sum amount of four hundred dollars (\$400) for the purchase and maintenance of incidental uniform items. Active Unit employees are those employees in the Fire Unit in a regular pay status. Employees on a paid leave status or on an unpaid leave status shall be provided this additional compensation upon their return to work in regular pay status. This amount shall be reported to PERS as part of compensation earnable.
- b. In addition to the existing uniform allowance, City shall provide Nomex III A aramid or equivalent thermal protective uniforms to Unit employees on an as-needed basis. City shall repair or replace these uniforms as necessary unless the uniforms were lost or damaged through negligence of the employee.

34. Paramedic Program

A. EMT Premium Pay

Each employee represented by Local 1684 ("Represented Employee") who has been certified by City, the State, or a recognized professional organization to perform EMT functions, and who maintains current certification, shall be entitled to a biweekly increase of base wages equal to two and one-half percent (2½%).

B. Paramedic Squad Program

Represented Employees who meet the following criteria shall be eligible to become a member of the Paramedic Resource Pool:

- (a) successful graduation from the Academy;
- (b) completion of probation;
- (c) licensed as a Paramedic by the State of California to perform Level II services; and
- (d) accreditation from the Ventura County Emergency Medical Service Agency ("VCEMSA"),

Represented Employees who are members of the Paramedic Resource Pool ("Pool Members") shall receive Paramedic Resource Pool premium pay of eight percent (8%) of the employee's current bi weekly base rate of pay. The number of members in the Paramedic Resource Pool shall be flexible at the Fire Chief's discretion based upon the program's needs. The Paramedic Resource Pool premium pay shall be in addition to the EMT premium pay set forth in Section 34 of this MOU.

Pool Members who have been assigned by the Fire Chief on a permanent or temporary basis as a Squad Paramedic shall receive Paramedic premium pay in an amount equal to 15% of the employee's current bi weekly base rate of pay for time worked. The Paramedic premium pay shall be in addition to the EMT premium pay set forth in Section 34 of this MOU.

The Department, at its discretion, retains the right to designate Represented Employees in the ranks of Captain and Engineer as Pool Members. Such individuals shall be known as Upgraded Paramedics.

Pool Members assigned to positions within the Paramedic Squad Program may be permitted to work overtime as a Squad Paramedic and be compensated with the paramedic premium pay (15%) for time worked at that assignment.

Firefighters who become Upgraded Paramedics, Engineers, and Captains in the Resource Pool as of the start of the program shall continue to receive Paramedic Resource Pool Pay (8%) as described above, provided such employee retains appropriate certifications/licensure and makes himself/herself available for assignment as a Squad Paramedic. Furthermore, probationary employees in the ranks of Engineer and Captain are allowed to work overtime as a Squad Paramedic.

Squad Paramedic Internship: The Department will provide the minimum hours required for the Squad Paramedic Internship with a 1 on 1 preceptor on the vehicle. The department will assign a qualified employee to be the Field Training Officer. Should the FTO be in this unit, then they will receive 5% FTO pay for those shifts where they are acting as an FTO.

35. Release Time for Union Business

- a. Union members shall be authorized to use a total allocation of 400 hours per year of paid release time from duty for the conduct of usual and normal Union activities relating to the employer-employee relationship. For purposes of this Section, a reasonable amount of time spent managing/supervising Union business shall be considered to be an authorized Union activity. A Union member's time spent in labor negotiations shall not be included in this 400-hour allocation. City agrees that Union members may carry over fifty percent (50%) of any unused hours of paid release time from duty remaining at the end of a year for use in subsequent years, subject to a maximum accrual limit of eight hundred (800) hours.
- b. The Fire Department shall maintain complete, accurate, and current records of release time used. No member shall utilize release time for Union activities without prior authorization of the Fire Chief.
- c. If a Union member uses release time under this Section to receive training and such training is creditable by fire safety standards, City may claim credit for such training.

36. Resignation and Reinstatement

a. Advanced Notice

A Unit employee may resign from City service at any time. A Unit employee resigning from City service, however, shall give a minimum of two (2) weeks' notice to his/her supervisor in order to enable the City to make proper provisions for filling his/her position, unless a shorter notice period is mutually agreed to by the City and the employee.

b. Forfeiture of Privileges

Except as provided below, upon resignation, the Unit employee shall forfeit all seniority and employment privileges allowed by this MOU and other applicable City policies. Any person resigning may, at the discretion of the City Manager, be reinstated in accordance with Section C below.

c. Reinstatement

Any Unit employee who has resigned from City service may apply for reinstatement within one (1) year by means of a written request. If, in his/her sole discretion, the City Manager determines that the reinstatement request should be granted, the applicant may be reemployed in the same job classification as occupied upon resignation if there is a vacancy in that classification. The Unit employee will have his or her seniority rights related to leave accruals and longevity pay reinstated and shall not be required to serve a new probationary period, but shall have no other rights, privileges or benefits accrued by him/her during his/her previous employment. This section will not apply to reinstatement after military service.

37. Wellness Program

City supports the continuation of the current physical fitness, wellness, light duty and/or a non-tobacco use program consistent with guidelines developed jointly by the International Fire Chief's Association and the Union with respect to Unit employees. City will make every reasonable effort to continue to fund these programs.

38. Temporary Relocation

- a. The Fire Chief shall have the right to temporarily reassign a Unit employee assigned to fire suppression duties who works on 24-hour shifts to another fire station for up to ten 24-hour shifts when there is a reasonable suspicion as defined by the Oxnard Fire Department's Administrative Policy No. 1025-0-96, as determined by the Fire Chief that such employee is creating or contributing to a hostile work environment, under the following conditions.
 - 1) If more than one Unit employee is suspected of engaging such activity, the determination as to which employee or employees shall be relocated shall be based upon seniority in rank, with the least senior Unit employee being temporarily relocated before a more senior Unit employee;
 - 2) An employee who is temporarily relocated will remain on the same "shift" while being moved to a different fire station.
 - 3) The employee replacing any temporarily relocated employee shall be on the same "shift";
 - 4) In determining which employee on the same shift to replace the temporarily relocated employee, first preference shall be given to volunteers. If there are no volunteers, then the least senior employee in the same classification on the same shift shall be selected to replace the temporarily relocated employee.
- b. During the period of temporary relocation of such Unit employee, the Fire Chief shall conduct an investigation of the matter in expeditious manner.

39. Term

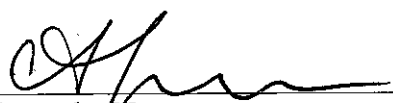
This MOU shall be in full force and effect from September 1, 2018 through June 30, 2021.

40. Closure

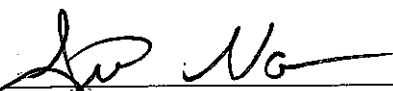
City and Union agree to ethically and responsibly support this MOU as ratified by the City Council and, except as provided herein, to seek neither increased nor decreased wages or other benefits from the City Council for the term hereof.

wages or other benefits from the City Council for the term hereof.

CITY OF OXNARD



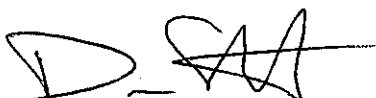
Alexander Nguyen
City Manager



Steve Naveau
Human Resources Director

DATED: April 17, 2019

IAFF LOCAL 1684



Doug Stuart
President

DATED: April 17, 2019

ADOPTION OF SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OXNARD AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF)

Presented to: City Council

May 7, 2019

- **Term:** Through June 30, 2021
- **Medical Contribution**
 - Employees who purchase insurance: Incremental increase to final amount of \$1,543 per month over the term of the contract
 - Employees who waive insurance: Incremental increase to final amount of \$1,243 per month over the term of the contract
 - Reduced to \$900 after end of contract term unless OPOA has 61% of members participating in the medical plan
- **Bilingual Pay:** The City will increase the bilingual pay for Spanish speaking employees to \$125/pay period
- **Deferred Compensation:** The City will make a 0.9% contribution to a 401(a) Deferred Compensation Plan
- **Paramedic Pay:** The City will incorporate paramedic pay as approved by Council in November 2018:
 - 8% for Pool Paramedics
 - 15% for Squad Paramedic
- **Training Differential:** The City will provide a 5% differential for employees performing the duties of a Field Training Officer in the paramedic program

COMPARISON OF MONTHLY EMPLOYER MEDICAL CONTRIBUTION

Agency	Monthly Employer Contribution
City of Oxnard	\$343
City of Ventura	\$1,023
City of Santa Barbara	\$1,374
City of Simi Valley	\$1,855
City of Anaheim	\$3,182
City of Glendale	\$1,605
City of Riverside	\$1,364
City of Pasadena	\$1,608

FINANCIAL IMPACT

Year	IAFF
Year 1	\$ 594,544
Year 2	472,051
Year 3	<u>526,339</u>
TOTAL	<u><u>\$1,592,935</u></u>

Questions