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.

CITY OF OXNARD CALIFORNIA

AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY

Council Chambers, 305 West Third Street
July 21, 2020
Closed Session - 4:30 PM
Regular Meeting - 6:00 PM

This meeting is held pursuant to the State Emergency Services Act, the Governor's Emergency Declaration, and Governor's Executive Order N-29-20 to allow members of the City Council or staff to participate via teleconference.

Pursuant to the Ventura County Public Health Official's order and Governor's Executive Order N-33-20, all city buildings are temporarily closed to the public. The public is encouraged to view the meeting from home on the City's website at Oxnard.org/city-meetings, Spectrum channel 10, Frontier channel 35, or YouTube at Youtube.com/oxnardnews. Video recordings are typically available online immediately following the meeting.

The public may provide comments to the City Council via email at cityclerk@oxnard.org no later than 3:00 p.m. on the day of the meeting. Please identify the meeting date and agenda item in the Subject line.

A telephone option for public comments is also available at this time due to the State of California "Stay At Home" order. Requests to speak must be submitted no later than 3:00 p.m. on the day of the meeting. Use the form on the city's website to submit your request: Oxnard.org/city-meetings, or call the City Clerk's Office at (805) 385-7803, or email your request to cityclerk@oxnard.org.

A. ROLL CALL, POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council and Housing Authority Board.

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))
   Name of case: California Coastal Commission Local Coastal Program Amendment No. LCP-4-OXN-20-0007-1 (City of Oxnard LCP Amendment Override)
   Legislative Body: City Council

2. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Government Code Section 54956.9(d)(1))
   Name of case: Martin Garcia v. City of OxnardWorkers' Compensation Case Nos. ADJ10718746; ADJ11972923; ADJ11972893
   Legislative Body: City Council

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)

3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code section 54956.9(d)(4))
Based on existing facts and circumstances, the City Council shall decide whether to initiate litigation in one potential case.
Legislative Body: City Council

D. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

E. 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 requests shall be submitted as set forth on the first page of this agenda. Based on the number of speaker requests 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. 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.

F. 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.

1. City Manager Department

SUBJECT: List of City Manager Approved Contracts - Informational Only. (5/5/5)

RECOMMENDATION: That the City Council receive and file the list of City Manager approved contracts for the period November 30, 2019 through June 30, 2020.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

2. City Manager Department

SUBJECT: COVID-19 Update, Ratification of Director of Emergency Services Orders. (10/5/5)

RECOMMENDATION: That the City Council:
1. Receive an update from the Director of Emergency Services;
2. Adopt a resolution ratifying orders issued by the Director in response to the COVID-19 Local Emergency.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

G. 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.

H. 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.

I. 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.

J. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the June 30, 2020 regular meeting; July 1, 2020 special meeting; and July 7, 2020 regular meeting as presented.

Legislative Body: City Council

Contact: Michelle Ascencion, (805) 385-7805

2. Community Development Department

SUBJECT: Sakioka Farms Business Park Final Tract Map - Notice of Pending Approval - Planning and Zoning No. 20-300-01 (Final Map for Tract No. 5996) to subdivide a 430 acre site located south of the 101 Freeway between Rice Avenue and the City's eastern boundary, and north of Latigo Avenue. Filed by Scott Uhles with Delane Engineering.

RECOMMENDATION: That the City Council receive and file this Notice of Pending Approval for Planning and Zoning No. 20-300-01 (Final Map for Tract No. 5996).

Legislative Body: City Council

Contact: Jeffrey Lambert, (805) 385-7882

3. Housing Department

SUBJECT: Annual Approval of the Housing Authority Investment Policy.

RECOMMENDATION: That the Board of Commissioners of the Oxnard Housing Authority ("Authority") adopt a resolution adopting an investment policy for the Oxnard Housing Authority for FY 2020-2021.

Legislative Body: Housing Authority Board

Contact: Emilio Ramirez, (805) 385-8094

4. Housing Department

SUBJECT: Agreement with Major Event Trailers for Rental of Mobile Restrooms, Showers, and Laundry Facilities for the K Street Temporary Emergency Shelter

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an

agreement with Major Event Trailers (A-8227) in the amount of $285,000 to provide the rental of mobile restrooms, showers and laundry facilities for the Temporary Emergency Shelter at 351 South K Street through December 31, 2021.

Legislative Body: City Council

Contact: Emilio Ramirez, (805) 385-8094

5. Public Works Department

SUBJECT: Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program Emergency Backup Generators Budget Appropriation.

RECOMMENDATION: That the City Council authorize:
1. The recognition and appropriation of FEMA Hazard Mitigation Grant Program funding for the Oxnard Shores Emergency Backup Generator Project #PJ0460 in the amount of $79,833 with a grant award of $59,875 and a City match of $19,959 to Wastewater Emergency Backup Generator Project No. 206604;
2. The recognition and appropriation of FEMA Hazard Mitigation Grant Program funding for the Main Police Station Emergency Backup Generator Project #DR-4353-0195 in the amount of $400,160 with a grant award of $300,120 and a City match of $100,040 to the Police Emergency Backup Generator Project No. 662164.

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

6. Public Works Department

SUBJECT: Award Trade Services Agreement A-8208 to Natural Green Landscape, Inc., for Landscape Maintenance Services at Various City Facilities.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Trade Services Agreement No. A-8208 with Natural Green Landscape, Inc., for a total agreement value of $356,112 for a term of three (3) years to provide landscape maintenance services at various City facilities. (Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

7. Public Works Department

SUBJECT: Award Agreement A-8220 to Toro Enterprises, Inc. for Arterial Street Resurfacing Project at Various Locations PW 20-28.

RECOMMENDATION: That the City Council approve and authorize:
1. The Mayor to award and execute Agreement A-8220 with Toro Enterprises, Inc. for $2,847,918.65 for the Arterial Street Resurfacing Project at Various Locations;
2. A Project contingency amount of $284,791 for the Arterial Street Resurfacing Project at Various Locations Project No. 183113, 203006, 203007, 206901; and
3. A Project allocation of $284,791 for engineering, inspection, survey and project management for the Arterial Street Resurfacing Project at Various Locations Project No. 183113, 203006, 203007, 206901.

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

K. PUBLIC HEARINGS

1. Housing Department

SUBJECT: Permanent Local Housing Allocation Program Grant Application. (5/5/5)

RECOMMENDATION: That the City Council:
1. Conduct a public hearing to receive comments from the public relating to a draft Permanent Local Housing Allocation program application;
2. Adopt a resolution authorizing the City Manager to submit an application for an amount not to exceed $6,950,574 in Permanent Local Housing Allocation formula grant funds, with no local match required, to be issued over the next five program years to create affordable housing opportunities, as well as execute a Standard Agreement, amendments, and modifications with the California Department of Housing and Community Development, upon award, and for the City Manager or designee to submit any related documents necessary to participate in the Permanent Local Housing Allocation program; and
3. Authorize an administrative budget adjustment by the Chief Financial Officer upon award of the grant.

Legislative Body: City Council

Contact: Emilio Ramirez, (805) 385-8094

2. Community Development Department

SUBJECT: Updates to Oxnard City Code Chapters 11 and 16: to Create Consistency with Accessory Dwelling Units State Law; Incorporate Certain Cannabis Activities into the Zone Use Tables and Correct Typographical Errors (Chapter 16 Divisions 10 and 11); and Related to Cannabis Uses (Chapter 11). (15/10/10)

RECOMMENDATION: That the City Council:
1. Conduct a public hearing;
2. Determine the zoning text amendments are exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) and exempt under Public Resources Code Section 21080.17; and
3. Introduce Ordinances (by title only, waiving further reading) approving the following Ordinance Amendments to Oxnard City Code (OCC) Chapter 11 (Permits) and Chapter 16 (Zoning Code): (a) Chapter 16 to create consistency with State Accessory Dwelling Unit (ADU) legislation (Planning and Zoning Permit No. 20-580-03: Accessory Dwelling Units); and (b) Chapter 11 related to Cannabis uses and Chapter 16 use tables and various typographical corrections (Planning and Zoning Permit Nos. 20-580-01: Industrial Code; 20-580-04: Cannabis). (Planning Commission Approved 5-0)

Legislative Body: City Council

Contact: Jeffrey Lambert, (805) 385-7882

L. REPORTS

1. City Attorney Department

SUBJECT: Authorization for one member of the City Council to sign the ballot argument for the City measure entitled the “City of Oxnard 911 Safety, Medical Response, Financial Recovery and Accountability Measure,” and determination of whether the City Council or authorized member(s) of the City Council will sign ballot argument(s) against one or more measures that will be on the

November 3, 2020 ballot. (10/10/10)

RECOMMENDATION: That the City Council:
1. Authorize one member of the City Council to sign the ballot argument for the City measure entitled "City of Oxnard 911 Safety, Medical Response, Financial Recovery and Accountability Measure;"
2. Determine if the Council wishes for all of the members of the City Council to sign the argument against the ballot measure and/or the rebuttal argument or if the City Council wishes to authorize one or more members of the City Council to file a written argument against the ballot measure entitled, "Expedited Processing of Certain City-Issued Development Permits If Projects Meet Specific Requirements and Project Applications Are Filed By Specified Professionals Who Have Received Required Training Pursuant to the New Program; Program Includes Audits of Approved Permits and Appeals of Certain Denied Permits and Adverse Certification Actions of the Specified Professionals to Newly Created Appeals Board and to the City Council;" and
3. If one or more of the four ballot measures currently the subject of litigation in the Ventura County Superior Court are ordered to be placed on the November 3, 2020 ballot, determine if it wishes to authorize the City Council as a whole or one or more authorized members of the City Council to file a written argument against the ballot measure(s), if any, that are ordered to be placed on the ballot.

Legislative Body: City Council

Contact: Stephen Fischer, (805) 385-7483

M. ADJOURNMENT

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY
AGENDA ITEM NO. F.1

DATE: July 21, 2020

TO: City Council

FROM: Alexander Nguyen, City Manager, (805) 385-7430, alexander.nguyen@oxnard.org

SUBJECT: List of City Manager Approved Contracts - Informational Only. (5/5/5)

RECOMMENDATION

That the City Council receive and file the list of City Manager approved contracts for the period November 30, 2019 through June 30, 2020.

BACKGROUND

On June 12, 2018, the City Council approved Ordinance No. 2943 changing the City's purchasing Procedures. Ordinance No. 2943 increased the threshold for City agreements/contracts, change orders/amendments and purchase orders allowing the City Manager to award and execute any procurement contract or purchase order up to $200,000 annually. Additionally, the City Manager may execute any amendment that, collectively with the original purchase order or contact and all amendments thereto, does not exceed $200,000 annually. The attached list of contracts, purchase orders and amendments meet the criteria of amounts of being between $101,000 to $2000,000 annually (including all prior amendments) for the period between November 30, 2019, and June 30, 2020.

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.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Luly Lopez, Executive Assistant I

ATTACHMENTS

1. City Manager Contract List for Nov 27, 2019 through June 30, 2020

City Manager Contract List - November 27, 2019 - June 30, 2020

Contracts from $101,000 to $200,000 Annually

	Date	Vendor	Purpose	Value of Item Signed	Total Value
1	12/4/2019	Mercy House	Emergency shelter purchase order (pursuant to prior City Council contract approval)	$125,000.00	$150,000.00
2	12/16/2019	CPS HR Consulting	Second Contract Amendment for executive recruiting services	$139,000.00	$175,000.00
3	12/26/2019	Major Events Trailers, LLC	Purchase order for rental of showers and restrooms for homeless shelter	$81,523.50	$163,249.58
4	12/30/2019	Ventura County Watershed Protection District (VCWPD)	Purchase order paying 2 out of 3 years' expenses (pursuant to prior cost sharing contract with County and VCWPD) for Harbor Beaches compliance efforts	$105,687.92	$161,670.00*
5	1/15/2020	CBRE, Inc.	Full service commercial real estate services contract	$102,000.00	$102,000.00
6	2/5/2020	Shawn Steinberg dba Summit Air Conditioning and Heating	On-call hvac maintenance and repair services project contract	$200,000.00	$200,000.00
7	2/6/2020	BPR, Inc.	On-call sidewalk, curb, gutter and spandel grinding purchase order (pursuant to prior City Council contract approval)	$118,000.00	$800,000.00
8	2/14/2020	Filippin Engineering, Inc.	Task order (pursuant to prior City Council contract approval) for Construction Inspection Services for Thin Maintenance Overlay Project, Phase II.	$107,880.00	$250,000.00
9	2/19/2020	Wallace Group	Civil engineering services task order for Wilson Park and Pleasant Valley Park Improvement Project (pursuant to prior City Council contract approval)	$156,172.00	$1,000,000.00
10	2/26/2020	AECOM	Civil engineering services task order for primary clarifier improvement (pursuant to prior City Council contract approval)	$105,343.00	$750,000.00
11	3/4/2020	PB Loader Corporation	Purchase order for vacuum truck for Wastewater Division (paid by insurance after deductible)	$177,354.35	$177,354.35
12	3/10/2020	Major Events Trailers, LLC	Purchase order for rental of showers and restrooms for homeless shelter	$36,750.42	$200,000.00
13	3/11/2020	Toro Enterprises, Inc.	Task order (pursuant to prior City Council contract approval) to prepare and paint permeate tank	$154,805.00	$4,500,000.00
14	3/24/2020	Huitt-Zollars, Inc.	Contract and related purchase order related to assist with Oxnard Boulevard Bicycle Facilities Installation	$194,976.00	$194,976.00
15	3/25/2020	Kennedy Jenks, Inc.	Task order (pursuant to prior City Council contract approval) for Recycled Water Fund Program and Drinking Water State Revolving Fund grant and loan applications	$135,180.00	$750,000.00

16	3/25/2020	Toro Enterprises, Inc.	Task order (pursuant to prior City Council contract approval) for safety support bases and wet well lids with bilco door repair and replacement at various lift stations	$140,500.00	$4,500,000.00
17	4/1/2020	MNS Engineers, Inc.	Design engineering support services contract and related purchase order for the C Street Bicycle Facilities Installation	$108,718.00	$108,718.00
18	4/2/2020	Fox Canyon Groundwater Management Agency	Purchase order to pay semi-annual groundwater extraction fees to regulatory agency	$130,000.00	$130,000.00
19	4/13/2020	Toro Enterprises, Inc.	Task order (pursuant to prior City Council contract approval) for chemical pump skids replacement for Blending Station No. 1	$163,755.00	$4,500,000.00
20	4/16/2020	National Auto Fleet Group	Purchase order for 2020 Ford Super Duty F450 vehicle ("valve truck") for the Water Division	$188,834.57	$188,834.57
21	4/28/2020	AECOM	Task order (pursuant to prior City Council contract approval) for activate sludge process improvements	$160,860.00	$750,000.00
22	4/28/2020	Fugro USA	Task order (pursuant to prior City Council contract approval) for soils and materials testing services for thin maintenance overlay project, phase II arterials	$146,220.00	$250,000.00
23	5/11/2020	Huitt-Zollars, Inc.	Task order (pursuant to prior City Council contract approval) for engineering services (design for the Del Norte Reroof)	$169,950.00	$500,000.00
24	6/10/2020	Ventura County Fire Department	Purchase order for purchase and installation of 21 mobile data computers	$115,000.00	$115,000.00
25	6/11/2020	Kimley-Horn and Associates, Inc.	Contract and related purchase order for design and plans, specifications and estimates for Oxnard Boulevard & Saviers Road	$137,270.00	$137,270.00
26	6/24/2020	The Lew Edwards Group	First Contract Amendment for communications/public engagement services related to customer satisfaction, fiscal sustainability, and community priorities	$18,000.00	$110,000.00
			*This is total value for City. Collectively for the City, County, and VCWPD the total value is $485,010.		

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY
AGENDA ITEM NO. F.2

DATE: July 21, 2020

TO: City Council

FROM: Alexander Nguyen, City Manager, (805) 385-7430, alexander.nguyen@oxnard.org

SUBJECT: COVID-19 Update, Ratification of Director of Emergency Services Orders. (10/5/5)

RECOMMENDATION

That the City Council:
1. Receive an update from the Director of Emergency Services;
2. Adopt a resolution ratifying orders issued by the Director in response to the COVID-19 Local Emergency.

BACKGROUND

On March 4, 2020, the State of California declared a state of emergency in response to concerns over COVID-19. On March 11, 2020, the World Health Organization characterized COVID-19 as a pandemic. On March 12, 2020, the Ventura County Health Officer declared a Local Health Emergency in response to the COVID-19 pandemic. On March 13, 2020, in response to this rapidly evolving public health crisis, the City Manager, in his role as the Director of the Emergency Services (the "Director") as delegated in Chapter 6 of the City Code, proclaimed the existence of a local emergency, which the City Council ratified and proclaimed on March 17, 2020 (the "Local Emergency").

Pursuant to Government Code Section 8634, the Director "may promulgate orders and regulations necessary to provide for the protection of life and property." City Code section 6-3(C)(1) requires the Director, "at the earliest practicable time, request the city council to ratify such orders and regulations."

Section 1.D of Director Order 20-02, issued March 19, 2020, suspended parking restrictions related to street sweeping. Section 3 of Director Order 20-02 provides that that Order may be modified by further Order of the Director. On June 23, 2020, the City issued notices to residents that street sweeping would resume beginning July 6 and that parking citations would resume on July 20. Director Order 20-11, issued July 9, 2020, modifies Director Order 20-02 to eliminate the suspension of parking restrictions related to street sweeping.

The attached resolution for Council's consideration ratifies the Director Order described above, and will be amended to include any additional Orders issued by the Director following the publication of the agenda for this meeting up to the time of the meeting.

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

There is no financial impact from adopting the ratification resolution.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Alexander Nguyen, City Manager

ATTACHMENTS

1. Resolution ratifying Director Orders.COVID-19.CC072120
2. Exhibit A DO 20-11

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD RATIFYING ORDERS ISSUED BY THE DIRECTOR OF EMERGENCY SERVICES

WHEREAS, Government Code section 8630 and Chapter 6 of the Oxnard City Code empower the City Manager of the City of Oxnard ("City"), acting in the capacity of the Director of Emergency Services (the "Director"), to proclaim the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity and the City Council is not in session; and

WHEREAS, on March 13, 2020, in response to the rapidly evolving public health crisis resulting from the COVID-19 pandemic, the Director proclaimed the existence of a local emergency (the "Local Emergency"); and

WHEREAS, on March 17, 2020, the City Council adopted Resolution No. 15,304, proclaiming the Local Emergency and ratifying the Director's March 13, 2020 proclamation; and

WHEREAS, pursuant to Government Code section 8634, Resolution No. 15,304 and Chapter 6 of the City Code, the Director may promulgate orders and regulations necessary to provide for the protection of life and property and shall request the City Council to ratify such orders and regulations; and

WHEREAS, the Director has issued Order No. 20-11, attached as an exhibit hereto in response to the Local Emergency.

NOW, THEREFORE, the City Council of the City of Oxnard resolves that Order No. 20-11 issued by the Director and attached as Exhibit A hereto is hereby ratified.

PASSED AND ADOPTED THIS 21st day of July, 2020, 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

CITY OF OXNARD

DIRECTOR ORDER NO. 20-11

ORDER OF THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF OXNARD RESTORING ENFORCEMENT OF PARKING RESTRICTIONS RELATED TO STREET SWEEPING

WHEREAS, Government Code section 8630 and Chapter 6 of the Oxnard City Code empower the City Manager of the City of Oxnard ("City"), acting in the capacity of the Director of Emergency Services (the "Director"), to proclaim the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity and the City Council is not in session;

WHEREAS, on March 4, 2020, the Governor of the State of California (the "Governor") declared a state of emergency in response to the spread of the COVID-19 respiratory disease;

WHEREAS, on March 13, 2020, in response to the rapidly evolving public health crisis resulting from the COVID-19 pandemic, the Director proclaimed the existence of a local emergency (the "Local Emergency");

WHEREAS, on March 17, 2020, the City Council adopted Resolution No. 15,304, proclaiming the Local Emergency and ratifying the Director's March 13, 2020 proclamation;

WHEREAS, on March 19, 2020, the Governor issued Executive Order N-33-20, ordering all individuals in the State of California to stay home or at their place of residence except as needed to maintain continuity of operations of sixteen critical infrastructure sectors;

WHEREAS, on March 19, 2020, the Director issued Director Order 20-02, suspending certain City requirements including parking restrictions related to street sweeping; and

WHEREAS, Section 3 of Director Order 20-02 authorizes the Director to modify or rescind Director Order 20-02; and

WHEREAS, on June 23, 2020, the City issued notices to residents that street sweeping would resume on July 6, 2020, and parking citations would resume on July 20, 2020.

NOW, THEREFORE, THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF OXNARD DOES HEREBY ORDER AS FOLLOWS:

SECTION 1. Subsection D of Section 1 of Director Order 20-02 is hereby rescinded. Parking citations related to street sweeping shall resume on July 20, 2020.

SECTION 2. This Order may be modified or rescinded by further Order by the Director or by the City Council.

DES Order No. 20-11
July 9, 2020

SECTION 3. This Order shall become effective immediately.

SECTION 4. This order shall be given publicity and notice as required by Government Code section 8634.

SECTION 5. The City Clerk shall certify to the adoption of this Order and shall cause a certified Order to be filed in the Office of the City Clerk.

Dated: July 09, 2020

By: _____
Alexander Nguyen
City Manager/Director of Emergency Services
City of Oxnard

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

7/9/2020

Stephen M. Fischer, City Attorney

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.1

DATE: July 21, 2020

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 June 30, 2020 regular meeting; July 1, 2020 special meeting; and July 7, 2020 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 item 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 06.30.2020 CC,HA regular meeting
2. Minutes 07.01.2020 CC special meeting-townhall
3. Minutes 07.07.2020 CC regular meeting

M I N U T E S
OXNARD CITY COUNCIL
Regular Meeting
June 30, 2020

A. ROLL CALL, POSTING OF AGENDA

At 4:34 p.m., Mayor Flynn called to order the regular meeting of the Oxnard City Council (concurrently with the Oxnard Housing Authority) in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Gabriela Basua, Vianey Lopez, Bryan A. MacDonald, Oscar Madrigal, Bert E. Perello, Mayor Pro Tem Carmen Ramirez, and Mayor Tim Flynn were present via videoconference. Housing Commissioner Jose Andrade arrived at 5:00 p.m. via videoconference; Commissioner Francisco Vega was absent.

Staff members present were Alexander Nguyen, City Manager; Stephen M. Fischer, City Attorney; Jennie Kelley, Assistant City Attorney; and Michelle Ascencion, City Clerk.

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

C. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section 54956.9(d)(1)) (City Council).
   Name of case: Jose Alvarez; et al. v. City of Oxnard.
   United States District Court, Central District, Case No. 2:19-CV-08044-PSG-JC.

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 matter being discussed is Jose Alvarez; et al. v. City of Oxnard."

At 4:35 p.m., the City Council recessed to a closed session. At 5:05 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 Ashley Golden, Assistant City Manager; Mike More, Risk Manager; and Emilio Ramirez, Housing Director.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Proclamation in Celebration of Pride Month.

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Mayor Flynn read the proclamation and presented it to Genevieve Flores-Haro of the Diversity Collective of Ventura County, who made some remarks.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Lucy Cartagena (June Pride Month), Diane Delaney (short term rentals), Walter Hagedohm (short term rentals), Robert Murphy (short term rentals), Greg Runyon (maintaining civility and healing racism), Audree Chapman (short term rentals), and Lawrence Stein (parks master plan, GREAT Program water availability).

G. REPORT OF CITY MANAGER

City Manager Department

1. SUBJECT: COVID-19 Update from Director of Emergency Services.
RECOMMENDATION: That the City Council receive and file an update from the Director of Emergency Services on the COVID-19 Local Emergency.

The City Manager gave a report. Discussion ensued among the Council and staff. No formal action was required.

He also announced an upcoming community town hall discussion on racism and police brutality, and an upcoming meeting of the California Coastal Commission which will include an item on Oxnard's short-term rentals ordinance.

H. CITY COUNCIL REPORTS

City Manager Department

1. SUBJECT: Request of Councilmember Lopez and Mayor Pro Tem Ramirez: Consider Adoption of a Resolution Condemning Police Brutality and Declaring Racism a Public Health Crisis.
RECOMMENDATION: That City Council consider the adoption of **Resolution No. 15,354** condemning police brutality and declaring racism a public health crisis.

The City Manager read the resolution. Public comments were received from Barbara Macri-Ortiz, Brendan Hutchinson, Jessica, John Caravello, George Miller, and Larry Barbarine. Written comments were received from Sandra Bates, Charles Boyd, and Khloie Partido. Discussion ensued among the Council and staff, and minor revisions were made to the resolution per Council request.

It was moved by Councilmember Lopez, seconded by Mayor Pro Tem Ramirez, to approve the recommended action as amended. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 7-0.

Additional Council reports:

Mayor Pro Tem Ramirez commented on short-term rentals, COVID-19 antibody testing, Pride Month, continuing social distancing and remote City Council meetings.

Councilmember Perello commented on beach closures for the upcoming holiday weekend, a recent new citizens event, continuing social distancing and wearing facemasks.

Councilmember Madrigal commented on wearing facemasks and avoiding group gatherings to slow the spread of COVID-19.

Councilmember Lopez commented on the rising number of COVID-19 positive cases and urged increased testing, and reported on a recent Black Lives Matter Pride Month event.

I. REVIEW OF INFORMATION/CONSENT AGENDA

Items K-2 and K-7 were discussed among the Council and staff. Councilmember Perello announced his recusal on items K-9 and K-10 due to potential real property conflicts of interest. Councilmember Madrigal announced his recusal on item K-2 as he is the outgoing appointee to the ODMD Board. The Risk Manager announced adjustments to the insurance coverage amounts due to marketplace fluctuations.

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Lucy Cartagena.

K. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.
RECOMMENDATION: That the City Council approve the minutes of the June 16, 2020 regular meeting as presented.

Community Development Department

2. SUBJECT: Oxnard Downtown Management District (ODMD): City Appointee to the ODMD Board, Extension of Agreement Between the City and ODMD, and Resolution Approving Levy and Collection of Assessments for Fiscal Year 2020-21 within the Oxnard Downtown Management District (ODMD).
RECOMMENDATION: That the City Council:
1. Approve the Mayor's appointment of the City Manager or his designee as the City's representative on the Oxnard Downtown Management District (ODMD);
2. Approve a Fourth Amendment of Agreement No. 4192-07-CD with the Oxnard Downtown Management District, Inc. to extend services to December 31, 2020; and
3. Adopt **Resolution No. 15,355** ordering the levy and collection of assessments within the Oxnard Downtown Management District (ODMD) for Fiscal Year ("FY") 2020-21.
(Reviewed by the Housing and Economic Development Committee on June 23, 2020)

3. SUBJECT: Adoption of Ordinance No. 2982 Formation of Community Facilities District No. 8 (Sakioka Farms).
RECOMMENDATION: That the City Council adopts **Ordinance No. 2982** (read by title

only, waiving further reading) approving the formation of Community Facilities District No. 8 (Sakioka Farms).

4. SUBJECT: Adoption of Ordinance No. 2983 (by title only, waiving further reading) approving PZ Permit No. 20-670-01 Development Agreement between the City of Oxnard, Sakioka Farms and AMS Craig, LLC, subject to certain findings.
RECOMMENDATION: That the City Council adopts **Ordinance No. 2983** (read by title only, waiving further reading) approving PZ Permit No. 20-670-01 Development Agreement between the City of Oxnard, Sakioka Farms and AMS Craig, LLC, subject to certain findings.

Human Resources Department

5. SUBJECT: Fourth Amendment to Agreement with York Insurance Services.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Fourth Amendment to Agreement No. 7494-16-FN with York Insurance Services Group, Inc., to extend the expiration date one year to June 30, 2021, and increase the amount by $195,000, for a total contract value of $975,000 over the five-year term, for liability claims administration and adjustment services.

6. SUBJECT: Property Insurance Purchase Order for Fiscal Year 2020-21.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Purchase Order 7697 in the amount of $492,403 with Alliant Insurance Services, Inc. for property insurance coverage during Fiscal Year 2020-21.

7. SUBJECT: Purchase Order for General Liability Insurance for Fiscal Year 2020-21.
RECOMMENDATION: That the City Council approve the expenditure of Fiscal Year 2020-21 funds in the amount of $1,004,801 for general liability insurance to be purchased through the City's broker, Arthur J. Gallagher & Co., and authorize the Mayor to execute Purchase Order No. 7375 in Fiscal Year 2020-21 for the payment thereof.

Public Works Department

8. SUBJECT: Award Agreement A-8219 to Taft Electric Company for Traffic Signal Battery Backup System Replacement Project PW 20-35.
RECOMMENDATION: That the City Council approve and authorize:
1. The Mayor to award and execute Agreement A-8219 with Taft Electric Company for $228,211 for the Traffic Signal Battery Backup System Replacement Project PW 20-35; and
2. Approve a Project contingency amount of $22,821 for the Traffic Signal Battery Backup System Replacement Project.

9. SUBJECT: Approve Fifth Amendment to Agreement 7167-15-CM with Ventura Regional Sanitation District.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Fifth Amendment to Agreement 7167-15-CM with Ventura Regional Sanitation District (VRSD) in the amount of $97,960 for a total not-to-exceed amount of $618,743.91 and to extend the term from June 30, 2020 to June 30, 2021 for monitoring and reporting of the closed Santa Clara Landfill. (Public Works and Transportation Committee approved 2-0-1)

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10. SUBJECT: Second Amendment to Agreement A-7971 with Garcia's Landscape Maintenance Inc. for Landscape Maintenance Services in Various Districts.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Second Amendment to Agreement A-7971 in the amount of $343,720 for a total not to exceed amount of $1,252,720 for landscape maintenance services in various Districts and to extend the term from June 30, 2020 to December 31, 2020. (Public Works and Transportation Committee approved 2-0-1)

11. SUBJECT: Second Amendment to Agreement No. A-7985 with Professional Security Consultants.
RECOMMENDATION: That the City Council authorize the Mayor to execute a Second Amendment to Agreement A-7985 with Professional Security Consultants in the amount of $335,000 for a total amount not to exceed $935,000 and to extend the term to June 30, 2021 for security patrol services at the Del Norte Regional Recycling and Transfer Station, the Oxnard Wastewater Treatment Plant, and the Advanced Water Purification Facility. (Public Works and Transportation Committee approved 3-0)

12. SUBJECT: Purchase Order with Famcon Pipe & Supply for Infrastructure Parts and Supplies.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Purchase Order with Famcon Pipe & Supply, Inc. for infrastructure parts and supplies in the amount of $210,000 for a one-year term with the option of two additional one-year terms, for a total amount not to exceed $630,000. (Public Works and Transportation Committee approved 3-0)

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Lopez, to approve the Information/Consent items as presented, with the stated amendment to item K-7. VOTE: Basua, Flynn, Lopez, MacDonald, and Ramirez voted in favor; Madrigal abstained on item K-2 and Perello abstained on K-9 and K-10. The motion carried 6-0-1 on items K-2, K-9, and K-10, and 7-0 on the remaining items.

Mayor Flynn announced that items L-3 and L-4 would be considered next.

L. REPORTS

Housing Department

3. SUBJECT: Exclusive Negotiating Agreement with Community Development Partners for the Development of a Homeless Solutions Center.
RECOMMENDATION: That the City Council authorize the Mayor to execute an Exclusive Negotiating Agreement by and between Community Development Partners and the City of Oxnard in consideration of developing a Homeless Solutions Center at 241 West Second Street. (Housing and Economic Development Committee approved 3-0)

The City Manager, the Housing Director, Kyle Paine of Community Development Partners, and Larry Haynes of Mercy House gave reports.

Public comments were received from Samuel Gallucci, Sue Brinkmeyer, Melissa Cambell-Langdell, Barbara Macri-Ortiz, Chris Ridge, Jose Negrete, Lucy Cartagena, Lance Ralston, Michael

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Collazo, Gabrien Teran, Margaret Cortese, Peggy Rivera, Yukio Okano, Ruby Durias, Ed Schuttle, Mara Klassen, Manley Klassen, Irma Lopez, Kevin Baysinger, Justin Egerer, Kat Selm, Jo Ann Olivares, Christy Madden, David B. Littell, Amanda Nakhla, Robert O'Riley, Pat Brown, Janie H. Lai, John Fowler, Margarita H. de Escontrias, Veronica and Andres Garcia, Susan White Wood, Greg Runyon, Joan Lucas, Tammy Duff, Abel Magana, Kelly Bruno Nelson, Sal Gonzalez, Madga Weydt, Jorge Escalera, Jack Villa, Joyce Chavez, Rick Castaniero, George Miller, and Rene Camper Stewart.

Written comments were received from Brandon Duff, Michael and Ellen Bronkowski, Carole Komreich, Grant and Denise Davis, Timothy and Dollirae Costas Gray, John Lyon, Kristine Duff, Kim Lyon, Kathy Klassen, Barbara Macri-Ortiz, Sylvia Martini, Yvonne Noblitt, Bruce Paller, Linda Poppe, Rebecca Silkey, Mary Soler, Karen Walker, Judy Alexandre, Mark and Teresa Adler, Vai Aina, Barbara Bonbright, Allyson Byron, David and Deborah Cohen, Cathi Comras, Rich and Holly Cornelison, Don Day, Mary Haffner, Jennifer Hawley, Mary Lech, Edmund Leon, Chris Majusiak, Cindy Morales, Jen Oakes, Nicole Pollastrini, P.W. Robinson, Mark Rosenthal, Sadie K., Martin Sampson, Marcia Schmid, Ed Schutte, Joseph Soler, Raini Steffen, Rafael Stoneman, Karen Turek, Alice Wertheim, Mark Tubbs, Tommy Carreras, Judy Day, Tiffany Lopez, Patricia Macias, Jose Negrete, Irene Rauschenberger, Robin, Ellen Thomas, and Rev. Benjamin Thomas, Jr.

Discussion ensued among the Council and staff.

It was moved by Councilmember Perello, seconded by Mayor Pro Tem Ramirez, to approve the recommended action as presented. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 7-0.

4. SUBJECT: Second Amendment to Agreement A-8194 with Mercy House for the Provision of Shelter and Navigation Center Operations.
   RECOMMENDATION: That the City Council:
   1. Approve the Second Amendment to Agreement A-8194 with Mercy House for the provision of shelter and navigation center operations in Fiscal Year 2020-2021, in the amount not-to-exceed $1,944,209 (inclusive of the COVID-19 Contingency Costs) bringing the total cost for the Amended Agreement to a not-to-exceed amount of $3,367,476 (inclusive of $936,727 for COVID-19 Cost);
   2. Direct staff to return to Council to recognize the appropriation of $241,916 of Coronavirus Aid, Relief and Economic Security Act (CARES) funds; and
   3. Direct staff to return to Council upon receipt by the city of Permanent Local Housing Allocation (PLHA) funds for acceptance and appropriation of $744,209 of said funding for the purpose of covering the cost of shelter operations.
   (Housing and Economic Development Committee approved 3-0)

The Housing Director gave a report. Public comments were received from Lucy Cartagena, Gabriel Teran, Stacy Miller, Melvin Swan, Veronica Munoz, and Guadalupe Murillo. Discussion ensued among the Council and staff.

It was moved by Councilman MacDonald, seconded by Councilmember Lopez, to approve the recommended actions as presented. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 7-0.

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(As it was after 10:00 p.m., the City Council voted unanimously for the remaining agenda items to be heard.)

City Manager Department

1. SUBJECT: Adoption of Fiscal Year 2020-21 Operating and Capital Improvement Budget.
RECOMMENDATION: That the City Council:
1. Adopt the following resolutions:
a. **Resolution No. 15,356:** A Resolution of the City Council of the City of Oxnard Approving the City Operating and Capital Improvement Budget for the Fiscal Year 2020-21;
b. **Resolution No. 15,357:** A Resolution of the City Council of the City of Oxnard Authorizing Full-Time Equivalent Positions in the City Service Effective July 1, 2020 in accordance with the Operating Budget for the Fiscal Year 2020-21;
c. **Resolution No. 15,358:** A Resolution of the City Council of the City of Oxnard Authorizing Classification and Salary Schedules and Approving the attached Classification and Salary Schedule;
d. **Resolution No. 15,359:** A Resolution of the City Council of the City of Oxnard Establishing Financial Management Policies;
e. **Resolution No. 15,360:** A Resolution of the City Council of the City of Oxnard Establishing an Appropriation Limit for the Fiscal Year 2020-21; and
2. That the Housing Board of Commissioners adopt **Resolution No. 1318** Approving the Housing Authority's Operating Budget for the Fiscal Year 2020-2021.

The City Manager gave a report. Public comments were received from Douglas Partello, Mariela Nevarez, Karina Aragon, and Lawrence Stein. Written comments were received from Leslie and Jay Braun, Lawrence Stein, Nidia Bello Onofre, Mariela Nevarez, Jessika Viveros, and Jessica Lindley. Discussion ensued among the Council and staff.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Perello, to approve the recommended actions as presented. VOTE: Andrade, Basua, Flynn, Lopez, Madrigal, Perello, and Ramirez voted in favor; MacDonald voted against. The motion carried 6-1 on Recommendation #1 (City Council) and 7-1 on Recommendation #2 (Housing Authority).

Housing Department

2. SUBJECT: Housing Authority: Low Rent Public Housing and Housing Choice Voucher Program Budgets for Fiscal Year 20-21.
RECOMMENDATION: That the Board of Commissioners of the Oxnard Housing Authority:
1. Adopt **Resolution No. 1319** approving the recommended $6,823,749 operating budget for the Low Rent Public Housing Program for Fiscal Year 20-21, as presented for each project area, and approve and authorize the use of $526,821 of unrestricted cash to fund the projected deficit; and
2. Adopt **Resolution No. 1320** approving the recommended $23,755,403 operating budget for the Housing Choice Voucher Program for Fiscal Year 20-21 and approve and authorize the use of $377,126 of unrestricted cash to fund the projected deficit.

The Housing Director gave a report. Public comments were received from George Miller. Discussion ensued among the Council and staff.

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It was moved by Councilmember Lopez, seconded by Commissioner Andrade, to approve the recommended actions as presented. VOTE: Andrade, Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 8-0.

M. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 11:31 p.m.

MICHELLE ASCENCION, CMC City Clerk	TIM FLYNN Mayor

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MINUTES
OXNARD CITY COUNCIL
Special Meeting: Virtual Panel Discussion on Racism and Policing
July 1, 2020

The City Manager opened the meeting at 6:03 p.m. Present via videoconference were Councilmembers Gabriela Basua, Vianey Lopez, Bryan A. MacDonald, Oscar Madrigal, Bert E. Perello, Mayor Pro Tem Carmen Ramirez, and Mayor Tim Flynn.

Staff members present were Alexander Nguyen, City Manager; Scott Whitney, Police Chief; Terrel Harrison, Cultural and Community Services Director; Katie Casey, Communications Manager; and Paul Carganilla, Police Community Affairs Manager.

Panel participants were Mayte Alonso, former President of the Youth Directors Council at the Oxnard Police Activities League; Cynthia Gonzales, Attorney; Regina K. Hatcher-Crawford, NAACP Ventura County Chapter President; Damon Jenkins, Ventura County Public Defender; Randy Latimer, Retired Police Commander; and Peter Martinez, Community Advocate; in addition to the Police Chief and the Cultural and Community Services Director.

Discussion topics included perspectives on the national crisis and impacts in Oxnard, proposed policy changes, and responses to questions from the community. Written comments were received from Charles Boyd and Lauraine Effress.

The meeting concluded at 9:12 p.m.

MICHELLE ASCENCION, CMC City Clerk	TIM FLYNN Mayor

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M I N U T E S
OXNARD CITY COUNCIL
Regular Meeting
July 7, 2020

A. ROLL CALL, POSTING OF AGENDA

At 5:03 p.m., Mayor Flynn called to order the regular meeting of the Oxnard City Council (concurrently with the Oxnard Housing Authority) in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Vianey Lopez, Bryan A. MacDonald, Oscar Madrigal, Bert E. Perello, Mayor Pro Tem Carmen Ramirez, and Mayor Tim Flynn were present via videoconference; Councilmember Gabriela Basua arrived at 5:09 p.m.

Staff members present were Alexander Nguyen, City Manager; Stephen M. Fischer, City Attorney; Alexander Hamilton, Assistant Fire Chief; and Michelle Ascencion, City Clerk.

B. APPOINTMENT ITEM

Fire Department

1. SUBJECT: Update on Expanded COVID-19 Testing.
   RECOMMENDATION: That the City Council receive a joint presentation from California State Assemblymember Jacqui Irwin, Dr. David Hayes-Bautista, and the Oxnard Fire Department regarding an overview of COVID-19 testing in the City of Oxnard.

The Assistant Fire Chief, Paramedic Program Medical Director Dr. Todd Larsen, Assemblymember Irwin, and Dr. Hayes-Bautista gave a report. Discussion ensued among the Council, staff, Assemblymember Irwin, Dr. Larsen, and Dr. Hayes-Bautista. No formal action was required.

The Council took a brief recess at 5:54 p.m.; the meeting resumed at 6:01 p.m.

C. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

Additional staff members present at this time were Ashley Golden, Assistant City Manager; Renee Rakestraw, Recreation Manager; Phillip Molina, City Treasurer; Jay Duncan, Public Works Call Center Manager; Kenneth Rozell, Chief Assistant City Attorney; Jeffrey Lambert, Community Development Director; Eden Alomeri, Assistant City Treasurer; Thien Ng, Assistant Public Works Director.

D. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Proclamation Designating the Month of July 2020 as "Parks and Recreation Month."

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

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E. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Devina Garcia (recreation funding and police reforms), Lucy Cartagena (public engagement during election season), Ray Blattel (illegal fireworks), Janie H. Lai (homeless shelters), and Veronica Munoz (homeless shelter). Written comments were received from Martina Gallegos (drivers failing to yield at Latigo Avenue/Grave Avenue intersection), Irene Rausschenberger (homeless shelters), and Janie Lai (homeless shelters).

F. REPORT OF CITY MANAGER

The City Manager commented on keeping City Council meetings closed due to the COVID-19 crisis, other business closures due to COVID-19, the statewide eviction moratorium, beach re-openings following the holiday weekend, County business assistance grants, and upcoming physically-distanced recreation classes.

G. CITY COUNCIL REPORTS

Councilmember Lopez commented on street sweeping resuming and illegal fireworks.

Councilmember Perello commented on illegal fireworks and council meeting broadcasts while the meetings remain closed.

Councilman MacDonald commented on remote meetings, illegal fireworks, and street sweeping.

Mayor Pro Tem Ramirez commented on illegal fireworks, closed council meetings, maintaining staffing through the COVID-19 crisis, the recent town hall discussion on racial justice and policing, food distribution events, the recently-approved homeless solutions center, and school re-openings.

Councilwoman Basua commented on illegal fireworks and child care accommodations for staff if schools remain closed.

Councilmember Madrigal commented on illegal fireworks, school re-openings and remote learning.

Mayor Flynn commented on the challenges of distance learning for students, illegal fireworks, the recent town hall discussion on racism and policing, and continuing the discussion on racial equality.

H. REVIEW OF INFORMATION/CONSENT AGENDA

Items J-1, J-2, and J-5 were discussed among the Council and staff. The City Clerk announced minor corrections to typos on items J-4 and J-8. The City Manager announced item J-3 will be continued to the next meeting.

I. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Shyila Chavez.

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J. INFORMATION/CONSENT AGENDA

Billing and Licensing Department

1. SUBJECT: Senior Utility Rate Assistance.
RECOMMENDATION: That the City Council authorize staff to distribute $13,300 collected from donations held in Fund 571 to assist low-income seniors with utility payments. (Finance and Governance Committee approved 3-0)

City Treasurer Department

2. SUBJECT: First Amendment to Agreement for Government Banking Services.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an amendment in the amount of $542,000 to Agreement No. A-7976 with Bank of America, N.A. to extend services for one year (through June 30, 2021) to provide general banking services, including provisions for continuing merchant account, depository account, and armored guard pick up services.

Community Development Department

3. SUBJECT: Sakioka Farms Business Park Final Tract Map - Notice of Pending Approval - Planning and Zoning No. 20-300-01 (Final Map for Tract No. 5996) to subdivide a 430 acre site located south of the 101 Freeway between Rice Avenue and the City's eastern boundary, and north of Latigo Avenue. Filed by Scott Uhles with Delane Engineering. (This item was continued)

Police Department

4. SUBJECT: Purchase of Radio Dispatch Console System.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a ten (10) year agreement (A-8195) with InterTalk Critical Information Systems for seven (7) dispatch radio console positions, in the amount not to exceed $724,413.16.(Public Safety Committee approved 3-0)

5. SUBJECT: Resolution Commending Irma Coughlin for Thirty-Four Years of Exemplary Service to the City of Oxnard.
RECOMMENDATION: That the City Council adopt **Resolution No. 15,361** commending Irma Coughlin for thirty-four years of exemplary service to the City of Oxnard.

Public Works Department

6. SUBJECT: Environmental Protection Agency Grant Application for Anaerobic Digestion Feasibility Study.
RECOMMENDATION: That the City Council adopt **Resolution No. 15,362** authorizing:
1. The City Manager to submit an application for an Environmental Protection Agency (EPA) grant up to $300,000 in response to a Request for Application EPA-OLEM-ORCR-20-02 SUPPORTING ANAEROBIC DIGESTION IN COMMUNITIES to be used for an anaerobic digestion feasibility study at the Oxnard Wastewater Treatment Plant;
2. The City Manager or designee to execute grant agreements upon confirmation of grant award;
3. The Chief Financial Officer, or designee, to submit financial reports and grant claims,

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approve budget appropriations for the use of the grant funds and perform all other required financial actions if the grant is awarded; and
4. The Public Works Director, or designee, to submit non-financial reports if the grant is awarded.

7. SUBJECT: Award Agreement A-8228 with Clean Harbors Environmental Services, Inc. for Conditionally Exempt Small Quantity Generator Waste and Residential Household Hazardous Waste Collection and Disposal Service.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a three-year Agreement (#A-8228) with the City of Port Hueneme and Clean Harbors Environmental, Inc. (Clean Harbors) for a total amount not to exceed $225,000 for Conditionally Exempt Small Quantity Generator waste and residential household hazardous waste collection and disposal service. (Public Works and Transportation Committee approved 3-0)

8. SUBJECT: Purchase Order to National Auto Fleet Group for a New Sewer Inspection Vehicle.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Purchase Order 7647 with National Auto Fleet Group for a new sewer inspection vehicle (camera truck) in the amount of $249,463.90. (Public Works and Transportation Committee approved 3-0)

9. SUBJECT: First Amendment to Agreement 8613-19-PW with Employment Services LLC dba Pirate Staffing and LaborMax Staffing.
RECOMMENDATION: That the City Council authorize the Mayor to execute a First Amendment to Agreement 8613-19-PW with Employment Services LLC dba Pirate Staffing and LaborMax Staffing (Pirate Staffing) in the amount of $600,000 for a total not to exceed contract value of $800,000, and to extend the term from July 15, 2020 to July 15, 2022 for temporary labor services at the Del Norte Regional Recycling and Transfer Station (Del Norte). (Public Works and Transportation Committee approved 3-0)

It was moved by Councilmember Lopez, seconded by Mayor Pro Tem Ramirez, to approve the recommended action as presented. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 7-0.

K. REPORTS

City Manager Department

1. SUBJECT: Adopt a Resolution to Place a Transactions and Use (Sales) Tax Measure on the November 3, 2020 Ballot -- Oxnard 911 Safety, Medical Response, Financial Recovery and Accountability Measure, a Local 1.5 Cent Sales Tax to Collect Funds to be Used Only for Oxnard.
RECOMMENDATION: That the City Council considers adopting **Resolution No. 15,363** to place a transactions and use (sales) tax measure on the November 3, 2020 ballot -- Oxnard 911 Safety, Medical Response, Financial Recovery and Accountability Measure, a local 1.5 cent sales tax to collect funds to be used only for Oxnard.

The City Manager and Chief Assistant City Attorney gave a report. Public comments were received from Tom Cady, Gabriel Teran, Debbie Mitchell, Michael Mercurio, Lilly Guerra, Dr. Ray Tejada, Lucy Cartagena, Ray Blattel, Diana Reyes, Elsie Lopez, Gregory Runyon, Larry Barbarine, and

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Lauraine Effress. Written comments were received from Kay Brainard, Aaron Starr, Lorenzo, and Audrey Keller. Discussion ensued among the Council and staff.

It was moved by Councilmember Perello, seconded by Councilmember Lopez, to approve the recommended action as presented. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 7-0.

Community Development Department

2. SUBJECT: Adoption of Resolution Amending Implementation Date of Specific New and Increased Development Impact Fees For Projects Meeting Specific Criteria.
RECOMMENDATION: That the City Council adopt **Resolution No. 15,364** amending the implementation date of specific new and increased Development Impact Fees for projects meeting specific criteria.

The Community Development Director gave a report. Discussion ensued among the Council and staff.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Lopez, to approve the recommended action as presented. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 7-0.

Public Works Department

3. SUBJECT: Utility Rate Assistance Program ("Project Assist") Update.
RECOMMENDATION: That the City Council:
1. Adopt **Resolution No. 15,365** for the Ratepayers Assistance Program ("Project Assist" – Year 4) in Fiscal Year 2020-21 for utility bills to assist Oxnard low-income residents and authorize staff to grant financial relief equal to a constant $15.00 credit for the monthly utility service charged to customers who meet the eligibility requirements discussed in this staff report; and
2. Authorize staff to direct up to $145,000 from penalty fees charged to current customers who pay their bills late to fund the Utility Rate Assistance Program in Fiscal Year 2020-21.
(Finance and Governance Committee approved 2-0.)

The Public Works Call Center Manager gave a report. Discussion ensued among the Council and staff.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Perello, to approve the recommended action as presented. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 7-0.

L. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 9:36 p.m.

MICHELLE ASCENCION, CMC City Clerk	TIM FLYNN Mayor

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CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.2

DATE: July 21, 2020

TO: City Council

FROM: Jeffrey Lambert, Community Development Director, (805) 385-7882, jeffrey.lambert@oxnard.org

SUBJECT: Sakioka Farms Business Park Final Tract Map - Notice of Pending Approval - Planning and Zoning No. 20-300-01 (Final Map for Tract No. 5996) to subdivide a 430 acre site located south of the 101 Freeway between Rice Avenue and the City's eastern boundary, and north of Latigo Avenue. Filed by Scott Uhles with Delane Engineering.

RECOMMENDATION

That the City Council receive and file this Notice of Pending Approval for Planning and Zoning No. 20-300-01 (Final Map for Tract No. 5996).

BACKGROUND

On May 21, 2020, the Planning Commission adopted Resolution No. 2020-09 (PZ-20-300-01) recommending approval of Tentative Subdivision Map No. 5996 to subdivide a 430 acre site located south of the 101 Freeway between Rice Avenue and the City's eastern boundary, and north of Latigo Avenue (Attachment 1). The four parcels comprising the site would be subdivided into 129 parcels with public roads, utilities, landscaping and improvements consistent with the approved 2012 Sakioka Farms Business Park Specific Plan. The names of roads to be constructed with the Project are included in the Final Tract Map.

On June 16, 2020, the City Council adopted Resolution No. 15,352 approving the Tentative Subdivision Map, subject to the conditions set forth in the City Council Resolution.

DISCUSSION

In accordance with Ordinance 2910, the City Council will receive notification at its July 21, 2020 City Council meeting that the Community Development Director intends to approve the subject Final Map for Tract No. 5996 on July 31, 2020, 10 days following the City Council meeting.

The Final Map is being reviewed by the City Engineer for conformance with conditions of approval and the State Subdivision Map Act. Prior to July 21, 2020, the City Engineer intends to provide the Verification of Status Letter (Attachment 2) certifying that the Final Map for Tract No. 5996 (Attachment 3) is in compliance and technically correct for recording with the County Recorder's Office. If necessary, staff may supply a Council update to address any changes to that intent. The Verification of Status Letter and Final Map for Tract No. 5996 are anticipated to be uploaded and distributed prior to the Council meeting date.

The Community Development Director's action may be appealed to the City Council pursuant to the appeal procedures set forth in Section 15-25 of the Oxnard City Code.

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.

Goal 3. Enhance business retention and attraction.

Objective 3a. Implement an economic development plan for attracting and retaining business.

FINANCIAL IMPACT

The project will be required to pay impact fees for wastewater, water system, water service and meter, storm drain, traffic (City and County), growth capital, public art, and General Plan maintenance, connection, Development Agreement fees, Mitigation Measure fees, and/or impact fees. When completed, the Specific Plan area allows for 8.5 million square feet of buildings which will directly increase property taxes to the City and indirectly increase taxes paid by sales tax.

COMMITTEE OUTCOME

This Final Map originated from the City Council public hearing on June 16, 2020 approving Tract 5996; therefore, this item did not originate in Committee.

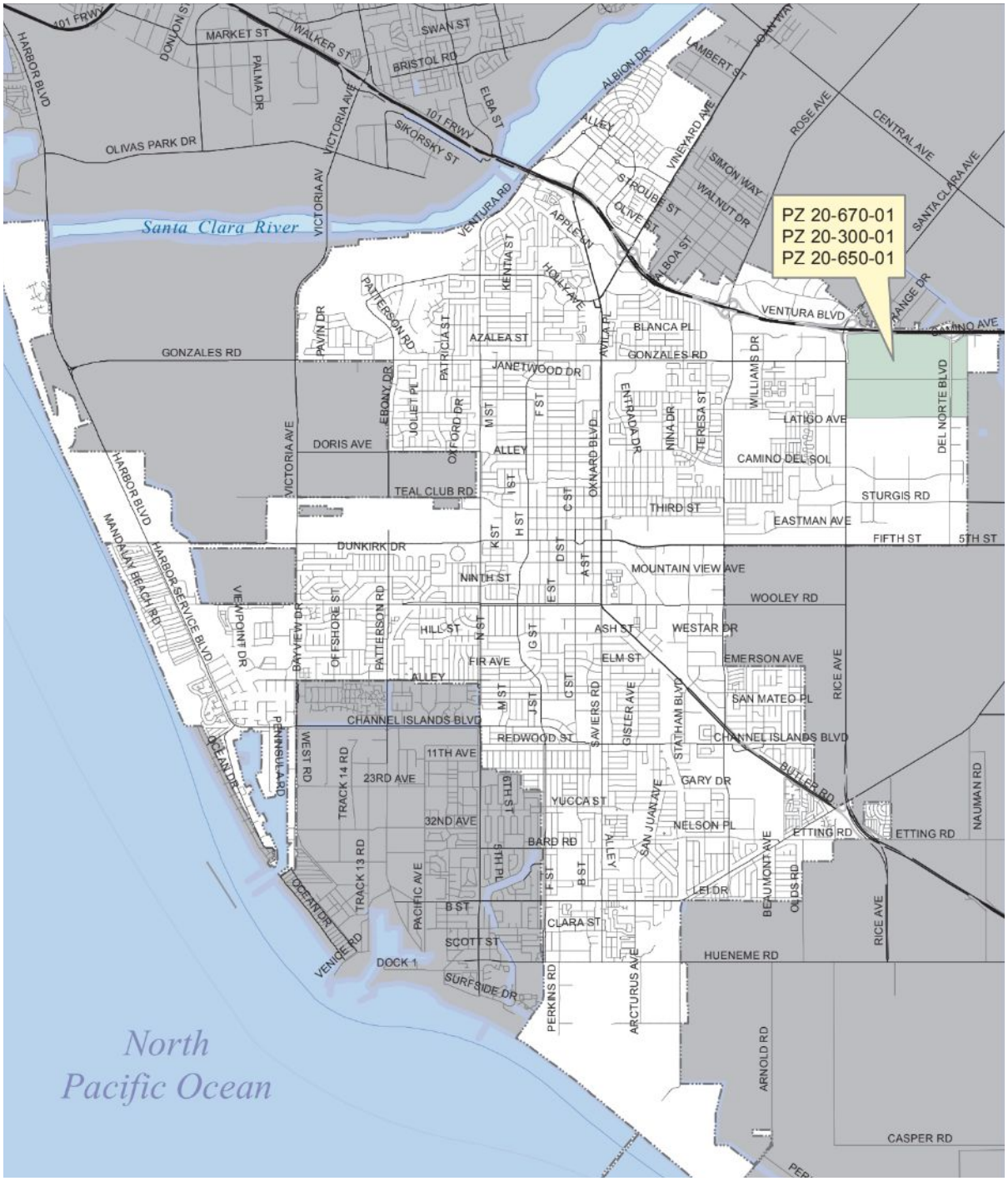
Prepared by: Scott Kolwitz, Planning Manager, Sara Lejeune, Contract Planner

ATTACHMENTS

1. Vicinity Map
2. Verification of Status Letter
3. Final Map for Tract No. 5996

ATTACHMENT 1

VICINITY MAP



ATTACHMENT 2:

Verification of Status Letter

The Verification of Status Letter is intended to be uploaded and distributed on, or before, July 2, 2020, but it may be posted just prior to the Council meeting date.

ATTACHMENT 3

Final Map for Tract No. 5996

The approved Final Map for Tract No. 5996 will be uploaded and distributed on, or before, July 2, 2020 but no later than prior to the Council meeting date.

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.3

DATE: July 21, 2020

TO: Housing Authority Board

FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org

SUBJECT: Annual Approval of the Housing Authority Investment Policy.

RECOMMENDATION

That the Board of Commissioners of the Oxnard Housing Authority ("Authority") adopt a resolution adopting an investment policy for the Oxnard Housing Authority for FY 2020-2021.

BACKGROUND

On June 4, 2019, the Authority adopted an Investment Policy. The Oxnard Housing Authority is required to adopt an Investment Policy each year. The Authority is bound by State law, as is the City, but has further constraints imposed by the federal government involving the investment of Authority funds. The investment policy governs investment of funds, including funds on deposit. The Department of Housing and Urban Development ("HUD") has defined 'funds on deposit' as comprised of:

1. Funds for current transactions

2. Capital or development funds

3. Funds exceeding daily requirements

4. Operation reserve funds

This Investment Policy deals with Items 3 and 4 above. In recent history, the Authority has invested excess cash utilizing a combination of in-house efforts and an outside agent (State of California Local Agency Investment Fund), which is permitted by HUD and State law. Staff is recommending this practice be continued through FY 2020-2021 because it is a safe, cost effective, and a successful program. Additionally, should any further eligible investment opportunities arise, staff will investigate and pursue as appropriate.

This Investment Policy ensures prudent investing, and adequate reporting of investment results and position to the Authority and public. It also provides for periodic reporting and annual approval.

Safety is assured by adherence to HUD-approved investments. The restriction placed on allowable investment provides a degree of diversification to assure that potential loss on individual investments does not compromise the remainder of the portfolio. The Authority is not permitted to invest in instruments, except those authorized by HUD.

Liquidity is addressed by HUD to ensure the Authority is able to meet its operating requirements on a daily basis.

The final objective is earnings. The portfolio shall be designed to provide a reasonable rate of return throughout budgetary and economic cycles, considering the investment risk constraints and the cash flow characteristics of the portfolio.

The Investment Policy includes a delegation of authority from the Housing Authority to an Investment Committee consisting of the Housing Director, Housing Finance Officer and Housing Accountant. This action continues to formalize procedures, which have been in place for a number of years.

The adoption of this Investment Policy will not affect the operations of the Authority to any material extent. The Investment Policy does not contain any material alterations in policy or procedures of the Authority. The Investment Policy satisfies requirements of State law combined with HUD's existing requirements.

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

This Investment Policy governs investment funds related to Housing Authority (Non-City) and has no direct financial impact to the City General Fund.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. OHA INVESTMENT RESOLUTION 20-21
2. OHA INVESTMENT POLICY 20-21
3. OHA INVESTMENT GUIDELINES 20-21

HOUSING AUTHORITY OF THE CITY OF OXNARD

RESOLUTION NO._____

RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF OXNARD APPROVING ADOPTION OF AN INVESTMENT POLICY AND INVESTMENT PORTFOLIO GUIDELINES FOR THE HOUSING AUTHORITY OF THE CITY OF OXNARD

WHEREAS, the U. S. Department of Housing & Urban Development has established requirements governing cash management and approved investment instruments for certain funds under the control of public housing authorities (HUD Notice PIH 2002-13); and

WHEREAS, the Legislature of the State of California has declared that the deposit and investment of public funds by local officials and local agencies is an issue of statewide concern (California Government Code Section 53600.6); and

WHEREAS, the legislative body of the Housing Authority may invest surplus monies not required for the immediate necessities of the local agency in accordance with the provisions of U.S. Department of Housing & Urban Development Notice PIH 2002-13 and California Government Code sections 5922 and 53601; and

WHEREAS, the Housing Finance Officer of the Housing Authority of the City of Oxnard (Authority) is required to annually prepare and submit a statement of investment policy and such policy, and any changes thereto, shall be considered by the Authority at a public meeting [California Government Code Section 53646(a)]; and

WHEREAS, the Board of Commissioners of the Authority ("Commission") determines that the policy of the Authority is to invest funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the Authority and conforming to all statutes governing the investment of Authority funds.

NOW THEREFORE, the Commission hereby adopts the Investment Policy of the Housing Authority of the City of Oxnard, which is attached hereto as Exhibit A and incorporated herein by this reference. The City also adopted the Investment Portfolio Guidelines dated July 21, 2020, which are attached hereto as Exhibit B and incorporated herein by this reference.

PASSED AND ADOPTED on this 21st day of July, 2020 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn, Chairperson

ATTEST:

APPROVED AS TO FORM:

_____
Michelle Ascencion, City Clerk

_____
Stephen Fischer, City Attorney

Exhibit A
Investment Policy of the Housing Authority of the City of Oxnard

INVESTMENT POLICY OF THE HOUSING AUTHORITY OF THE CITY OF OXNARD

1.0 INTRODUCTION

This policy is intended to provide guidance for the investing of surplus cash of the Housing Authority of the City of Oxnard (Authority). The U.S. Department of Housing and Urban Development (HUD) has established requirements governing cash management and approved investment instruments for certain funds under the control of Public Housing Authorities. The Legislature of the State of California (CGC53600.6) has declared that the deposit and investment of funds by officials and local agencies is an issue of statewide concern. The Board of Commissioners of the Authority (Board) may invest surplus moneys not required for the immediate necessities of the Authority in accordance with the provisions of HUD Notice PIH 2002-13 and California Government Code Sections 5922 and 53607. The authority of the Board to invest or to reinvest funds, or to sell or exchange securities so purchased, may be delegated for a one-year period by the Board to the Housing Finance Officer of the Authority, who shall thereafter assume full responsibility for those transactions until the delegation of authority is revoked or expires, and shall make a monthly report of those transactions to the Board. Subject to review, the Board may renew the delegation of authority pursuant to this section each year. The Housing Finance Officer of the Authority shall annually prepare and submit a statement of investment policy and such policy, and any changes thereto shall be considered by the Board at a public meeting. The policy of the Authority is to invest funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the Authority and conforming to all statutes governing the investment of Authority funds.

2.0 SCOPE

This investment policy applies to the Authority's pooled investment fund, which encompasses all money under the direct oversight of the Housing Finance Officer. These include the Public Housing Funds, Section 8 Voucher Funds, Grant Funds and the Central Fund. This policy is generally applicable to bond proceeds with consideration given to specific provisions of each issuance. Reports of the investment of bond proceeds are issued periodically by the Trustee and are not included in the Housing Finance Officer's quarterly report of the pooled investment fund. The employee's retirement and deferred compensation funds are also not included.

3.0 PRUDENCE

Investments shall be made with foresight and care -- under circumstances then prevailing -- which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

3.1 The standard of prudence to be used by investment officials shall be the 'prudent person' standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligences shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and

appropriate action is taken to control adverse developments.

4.0 OBJECTIVES

The Authority's cash management system is designed to accurately monitor and forecast revenues and expenditures thus enabling the Housing Finance Officer to invest funds to the fullest extent possible. The Housing Finance Officer shall maintain a portfolio, which accomplishes the primary objectives of safety, liquidity, and yield (in that order of priority).

4.1 Safety: According to HUD Notice PIH 2002-13, safety is achieved through adherence to the list of permitted investments which are backed by the full faith and credit of, or a guarantee of principal and interest by, the U. S. Government, a Government agency or issued by a Government sponsored agency, coupled with an appropriate maturity date.

4.2 Liquidity: All investments must be capable of being liquidated on one day's notice.

4.3 Yield: The Authority should strive to achieve the highest yield consistent with the objectives of the Investment Policy.

5.0 DELEGATION OF AUTHORITY

Authority to manage the investment program is derived from Section 401 (E) of the HUD/PHA Annual Contributions Contract and California Government Code Sections 53607, et seq. Management responsibility for the investment program is hereby delegated to the Housing Finance Officer, who shall establish written procedures for the operation of the investment program consistent with Section 12.2 of this investment policy. Procedures should include references to: safekeeping, PSA repurchase agreements, wire transfer agreements, collateral/depository agreements and banking services contracts, as appropriate. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Housing Finance Officer. The Housing Finance Officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of the investment committee. The Housing Finance Officer is a trustee and a fiduciary subject to the prudent investor standard. The other housing staff with signatory authority on Authority checking and other accounts is the Housing Director.

6.0 ETHICS AND CONFLICTS OF INTEREST

The Housing Finance Officer shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. The Housing Finance Officer is governed by the Political Reform Act of 1974 regarding disclosure of material financial interests.

7.0 AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

The Housing Finance Officer shall transact business only with banks, savings and loans, securities dealers and approved State and county investment pools.

7.1 Authorization: The Authority may conduct business with major registered broker/dealers and with dealers designated Primary by the Federal Reserve provided all the following criteria are met. Broker/Dealers must: 1) have offices located in the State of California, 2) be adequately capitalized, 3) locate markets for securities appropriate to the Authority needs, and 4) agree to abide by the conditions set forth in the Authority's Investment Policy and be among the authorized institutions approved by the City Treasurer.

7.2 Certification: Before engaging in investment transactions with a broker/dealer, the Housing Finance Officer shall have received from said firm a signed certification that the responsible party from that firm has reviewed the Authority's Investment Policy. The Certification shall also state that the firm understands the policy and intends to present investment recommendations and transactions to the Authority that are appropriate under the terms and conditions of the Investment Policy.

8.0 AUTHORIZED AND SUITABLE INVESTMENTS

HUD Notice PIH 2002-13 states an Authority should compare the return of an 'in house' cash management program with a program managed by an agent. It also states the Authority may contract with an approved governmental unit such as a State agency established for this purpose, such as a Local Agency Investment Fund (LAIF). The Notice also sets forth the following HUD-approved investments. The types of HUD-approved investments may change from time to time. It is the responsibility of the Housing Finance Officer to stay informed of the latest California Government Code and HUD-approved investments. HUD approved investments may be further limited by California Government Code Section 53607.

8.1 U.S. Treasury Bills, Notes and Bonds

8.2 Obligations issued by Agency or Instrumentality of the U.S. Government.

8.3 State or Municipal Depository Funds, such as LAIF, or pooled cash investment funds managed by County Treasurers.

8.4 Insured Demand and Savings Deposits, provided that deposits in excess of the insured amounts must be 100% collateralized by securities listed in 8.1 or 8.2 above.

8.5 Insured Money Market Deposit Accounts, provided that deposits in excess of the insured amount must be 100% collateralized by securities listed in 8.1 or 8.2 above.

8.6 Insured Super NOW Accounts, provided that deposits in excess of the insured amount must be 100% collateralized by Securities listed in 8.1 or 8.2 above.

8.7 Negotiable Certificates of Deposit issued by Federally or state-chartered banks or associations. Not more than 30% of surplus funds can be invested in certificates of deposit.

8.8 Repurchase/Reverse Repurchase Agreements of any securities authorized by this section (See special limits and qualifications in HUD Notice PIH 1999-48, and CGC 53607).

8.9 Sweep Accounts that are 100% collateralized by securities listed in 8.1 or 8.2 above.

8.10 Shares of beneficial interest issued by diversified management companies (money market mutual funds) investing in the securities and obligations authorized by this section. Such Funds must carry the highest rating of at least two national rating agencies. Not more than 20% of surplus funds can be invested in money market mutual funds.

8.11 Funds held under the terms of a Trust Indenture or other contract or agreement, including the HUD/PHA Annual Contributions Contract, may be invested according to the provisions of those indentures or contracts.

8.12 Principal only STRIPS.

8.13 Any other investment security authorized under the provisions of HUD Notice PIH 2002-13.

8.14 Prohibit securities that take the form of inverse floaters, range notes, mortgage-backed interest-only strips and floating-rate investments without a floor.

9.0 COLLATERAL

Collateral requirements are addressed in HUD Notice PIH 2002-13 as well as California Government Code Section 53652. All Certificates of Deposits must be collateralized by US Treasury Obligations. Collateral must be held by a third party, and valued on a monthly basis.

10.0 SAFEKEEPING AND CUSTODY

Security transactions entered into by the Authority shall be conducted on a delivery-versus-payment (DVP) basis. Securities of duration exceeding 30 days to maturity shall be held by a third-party custodian designated by the Housing Finance Officer. Evidence of account for each time deposit will be held in the Housing Authority safe.

11.0 DIVERSIFICATION

In an effort to reduce portfolio risk while attaining market average rates, the Authority's portfolio will be suitably diversified by type and institution.

11.1 With the exception of U. S. Treasury securities and authorized pools, no more than 50 percent of the total portfolio will be invested in a single security type. Investments are further limited by specific language relating to each investment type as stated in Section 8 of this Policy.

11.2 To the extent possible, the Housing Finance Officer will attempt to match investments with anticipated cash flow requirements. Operating reserve funds may not be invested in securities exceeding five years (maturity of such investments should coincide as nearly as practicable with expected use of funds).

12.0 INTERNAL CONTROLS

A system of internal controls will be maintained to assure compliance with Federal and State regulations, Housing Commission direction, and prudent cash management procedures.

12.1 Investment Review Committee: The Housing Director, Housing Finance Officer, and Housing Accountant are the members of the Investment Review Committee tasked with quarterly review of procedures and adherence to this Investment Policy.

12.2 Investment Portfolio Guidelines: Guidelines have been established for procedures within the Housing Finance Officer's office to assure internal investment controls and a segregation of responsibilities of investment functions. (Attachment No. 2)

12.3 Annual Audit: The Authority portfolio is included in the Independent Auditors' scope of examination during testing of the Authority's financial management at the annual audit.

13.0 REPORTING

The Housing Finance Officer shall provide investment information to the Housing Commission.

13.1 Periodic Reports: The Housing Finance Officer will provide detailed reports of the investments in the pooled investment fund portfolio on a quarterly basis to the Housing Commission. Within thirty days of the end of each quarter, these reports will be provided with such additional information as market pricing. Summarized reports from Trustees regarding investments of bond proceeds will be provided as they become available.

13.2 Annual Report: This Investment Policy will be presented annually, following the close of the fiscal year, to the Housing Commission for approval. Each of the four quarterly reports, which are submitted to the commission as briefing reports, will provide a detailed report of the current status of the portfolio.

Exhibit B
Investment Portfolio Guidelines

HOUSING AUTHORITY OF THE CITY OF OXNARD
INVESTMENT PORTFOLIO GUIDELINES
July 1, 2020

1) **INTRODUCTION**. These guidelines are established to direct and control investment activities in such a manner to assure that the goals established in the Investment Policy are attained.

2) **GENERAL FACTORS**. Several factors must be considered in preparation for effective portfolio management.

   a) **Cash Forecast.** The projected cash flow of the Authority shall be prepared annually, and updated as required throughout the year. A close working relationship with Authority Divisions having a significant impact on cash flow is maintained to maximize the efficiency of the Investment Program.

   b) **Pooled Cash.** Whenever practical, the Authority cash will be consolidated into one bank account and invested on a pooled concept basis. Interest earnings are allocated according to the average daily balances specific to fund ledger balances. No Authority bank account may be opened without the knowledge and consent of the Housing Finance Officer.

   c) **Authorized Institution.** A list of institutions that meet the criteria of the Investment Policy and have been authorized by the Housing Finance Officer to do business with the Authority will be established, maintained and regularly updated. Investment transactions will be executed only with approved broker/dealers, banks, and savings and loans.

3) **INVESTMENT PROCEDURES**. The Housing Finance Officer has developed internal investment procedures to provide for effective cash management. Segregation of responsibilities is maintained to assure an adequate system of internal control over the investment function.

   a) **Investment Transactions**. The Housing Finance Officer will authorize investment transactions. In her absence, the Housing Director will execute transactions as prescribed by the Housing Finance Officer prior to her absence.

   b) **Wire Transfers.** The Authority will use pre-formatted wire transfers to restrict the transfer of funds to pre-authorized accounts only. All wire transfers require an initiator plus an approval by an authorized employee.

   c) **Safekeeping.** Securities purchased from broker/dealers (on which maturity is greater than 30 days) shall be held in third party safekeeping. All purchases will be on a delivery versus-payment basis. Evidences of accounts for certificates of deposit will be issued in the Authority name and held in Housing Finance Officer's safe.

4) **INVESTMENT CRITERIA**. All investments will be made in compliance with Federal, State, and Local laws governing the investment of Authority funds, and in accordance with the

Authority's Investment Policy.

a) **Maturity of Investment.** Investments longer than one year may be made if consistent with the Authority cash flow needs and related intent of holding until maturity. Securities may be sold prior to maturity for cash flow purposes or to otherwise enhance the portfolio. If the rating of any depository declines to an unacceptable level prior to the maturity of an investment of Authority funds, the investment will be matured at the earliest possible convenience. If the rating drops below the allowable level of any one of the rating services, the investment will be sold if no significant loss of principal is involved. The Housing Finance Officer will determine such sales.

b) **Certificate of Deposit Evaluation.** Time Certificates of Deposit shall be evaluated in terms of FDIC coverage. For deposits in excess of the insured maximum of $100,000, approved collateral shall be required at the percentage above market value as specified by HUD Notice PIH 2002-13 and CGC Section 53652 and 53651.

5) **INTERNAL CONTROL OF INVESTMENTS**. Investment transactions are controlled through distribution of responsibilities within the Housing Finance Officer's office by the following procedures:

a) The Housing Finance Officer initiates each investment transaction.

b) A journal entry detailing the investment is prepared by the Housing Accountant and approved by the Housing Finance Officer.

c) The journal entry entered on a cash balance spread sheet by the Housing Accountant.

d) At month end the book balances, maintained by the Housing Accountant, must balance with the portfolio balance maintained independently by the Housing Accountant.

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.4

DATE: July 21, 2020

TO: City Council

FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org

SUBJECT: Agreement with Major Event Trailers for Rental of Mobile Restrooms, Showers, and Laundry Facilities for the K Street Temporary Emergency Shelter

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an agreement with Major Event Trailers (A-8227) in the amount of $285,000 to provide the rental of mobile restrooms, showers and laundry facilities for the Temporary Emergency Shelter at 351 South K Street through December 31, 2021.

BACKGROUND

From 2002 to 2017, the National Guard Armory located at 351 South K Street was used nine times as a temporary, seasonal, night time only Winter Warming Shelter ("WWS"), as a joint operation of the cities of Oxnard and Ventura. The State of California Military Department constructed the armory in the 1950s on land owned by the City but controlled by the National Guard pursuant to a long-term lease. Oxnard and Ventura leased back the armory every winter to operate the WWS. However, the City could not make any structural changes to bring the facility up to accessibility standards during those pre-2019 years that the National Guard leased the facility.

The National Guard's 2018 cessation of Oxnard operations, and the consolidation of all Guard operations at the Ventura Armory, resulted in the Guard returning control of the Oxnard Armory back to the City. In the fall of 2018, the City issued a Request for Proposals ("RFP") to solicit bids for entities to operate a temporary emergency shelter operation for a four-month period in the winter of 2018-19. No entities expressed interest in gearing up to create a winter-time only temporary operation, and no proposals were submitted. Council then directed the Housing Department to operate a temporary shelter using City staff. The Housing Department created an in-house team, augmented by over two dozen newly-hired temporary employees, and began operations in January 2019, as a 24-hour 110-bed temporary emergency shelter.

On a parallel tract, the two cities of Oxnard and Ventura, together with the County of Ventura, had been engaged in a procurement process to seek potential operators for two full-time, year-round shelters on a long-term basis. A joint RFP was issued by the three governmental entities seeking bids to operate one shelter in each of the two cities. Several bids were received, and via that competitive bid process, Mercy House was selected as the operator for the Oxnard and Ventura year-round shelters.

In May 2019, the City opted to extend the life of the temporary emergency shelter beyond its originally planned four months and began the process of transforming the operation into a year-round facility. An agreement was reached with Mercy House and by the end of June 2019, all City temporary staff was terminated and Mercy House began operation.

Immediate steps were taken to ensure compliance with the accessibility requirements for restrooms and showers. The

armory's original restroom and shower facilities were constructed more than sixty years ago and were not designed to support the building's use as a homeless shelter, nor designed to provide restroom and shower facilities for both men and women. Demolition of the existing restroom and shower facility was deemed to be too hazardous and a redesign and reconstruction too costly.

The ensuing turnaround imposed an urgent procurement dilemma since the building's restroom and bathroom facilities did not meet required minimum standards of the City of Oxnard, nor did it comply with the American Disabilities Act. To accommodate the converted K Street homeless shelter, the Housing Department sought and obtained on emergency basis, portable, rental trailers equipped to serve as temporary shelter showers, bathroom and laundry trailers adjacent to the former National Guard Armory building (one of the oldest in California) to accommodate residents at the homeless shelter. An emergency, negotiated arrangement was agreed on with Major Event Trailers. An emergency negotiated agreement was eligible due to the urgent need to offer safe and sanitary facilities to the existing residents already occupying the temporary emergency shelter.

As a result, pursuant to the City's emergency purchasing procedures, Major Event Trailers was selected as the armory's rental provider of trailers containing portable restrooms, showers, and laundry facilities in an amount not to exceed $200,000. The term of this emergency purchasing agreement was a month to month purchase order where the City maintained the obligation to rent the portable trailers, but the operation and maintenance was imposed upon Mercy House as part of their operation. The rental charges have now reached the original maximum and continued support for the portable restrooms, showers and laundry facilities at the armory are necessary.

The budget for this contract is not to exceed $285,000 for the term of agreement of March 1, 2020 to December 31, 2021. The contract includes the rental of a shower trailer with 12-stations, a shower trailer with an ADA single stall, an ADA 8-stall restroom trailer, a laundry trailer with 8 washers and 8 dryers plus a fence for perimeter of the portable trailers.

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

Funded by $285,000 of CDBG grant funds for Homeless Shelter Facility at 351 S. K Street (Fund 285-5347, Project 205101); from the following grant program years, $240,000 from the 2020 Annual Action Plan approved by City Council on June 16, 2020 and included in the Fiscal Year 2020-21 budget, and $45,000 appropriated in Fiscal Year 2019-20 from the 2019 Annual Action Plan approved by City Council on June 4, 2019.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Agreement with Major Event Trailers (A-8227)
2. Negotiated Contract-Sole-Single Source Justification

Agreement No. **A-8227**

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: March 1, 2020

(2) Vendor: Major Event Trailers

(3) Services: Vendor to provide mobile restrooms, showers and mobile laundry rental for the Temporary Emergency Shelter on K Street.

(4) Schedule of Services:

- Vendor to service mobile facilities as per the attached Schedule of Services Exhibit attached

(5) Agreement Ending Date: 12/31/21

(6) Total Agreement Amount: $285,000

(7) City's Project Manager: Roel Briones

(8) Vendor's Project Manager: Michael Caputo, CEO

(9) Insurance Coverage: INS-C

(10) What wages are required for this Project?

☒ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.

☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.

☐ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.

☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

(11) Addresses for Notice:

FOR VENDOR:

P.O. Box 7114
Ventura, CA 93006
Attn: Michael Caputo, CEO

FOR CITY:

435 S. D Street
Oxnard, CA 93030
Attn: Roel Briones, Grants Manager

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:

Majoreventtrailers@gmail.com

CITY'S PROJECT MANAGER:

Roel.briones@oxnard.org

The Agreement for Trade 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
☒ Living Wage Policy Exhibit
☐ Insurance Exhibit (INS-C)

AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE 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) Vendor" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor 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. 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.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor 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.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor 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 Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor 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.

9. 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 or Department Director. Vendor hereby designates the person in the position listed in "(8) Vendor'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 Vendor.

10. Personnel. Vendor represents that it has or shall secure at its own expense all personnel required to perform the Services. Vendor shall make reasonable efforts to maintain the continuity of Vendor's staff who are assigned to perform the Services. Vendor may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Vendor'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 Vendor's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. 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. Vendor shall perform such work, and City shall pay for such additional work, in accordance with the Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Vendor 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 Vendor for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Vendor 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.

12. Advertising and Publicity. Vendor 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.

13. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Vendor in preparing its billings to City as a condition precedent to any payment to Vendor; or for other purposes relating to the Agreement. Vendor 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 Vendor for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Vendor 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. Vendor 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. Vendor shall include a copy of this Section in all contracts with its subcontractors, and Vendor 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.

14. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 15 calendar days from the date of the notice. Vendor may terminate this Agreement at any time, with or without cause and without penalty, upon 30 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 30 calendar days from the date of notice and only if all assignments accepted by Vendor 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 Vendor, City shall pay Vendor 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 Vendor receive an amount exceeding that which would have been paid to Vendor for the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

a. To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

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

c. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

16. Insurance. Vendor 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 Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Vendor shall, before performance of any Services pursuant to this Agreement, file with the 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 Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide renewal evidence may be considered a material breach of this Agreement.

17. 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 Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. 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. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor 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 17.

b. Vendor 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 Vendor 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 Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor

may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination 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 uncompleted Documents and Materials, without the written consent of Vendor, shall be at City's sole risk and without liability or legal exposure to Vendor.

d. Vendor 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. Vendor 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. Vendor 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, Vendor, 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 17 shall survive the termination of this Agreement.

18. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all 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 Vendor or is developed by Vendor in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Vendor without the written consent of the City, except as may be necessary for Vendor to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Vendor at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Vendor, (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 Vendor 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, Vendor 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.

d. Vendor 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 Vendor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and

unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. 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 Vendor in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 18 shall survive the termination of this Agreement.

19. Independent Contractor. Vendor 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 Vendor or any of its employees, except as stated in this Agreement. Vendor 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 Vendor, 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 Vendor wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Vendor from rendering any services for Vendor's own account or to any other person or entity as Vendor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Vendor shall perform for the City. Except as City's Project Manager specifies in writing, Vendor 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. Vendor and its employees are not employees of City. Vendor 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. Vendor 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. Vendor agrees to pay all required taxes on amounts paid to Vendor 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. Vendor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Vendor'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 Vendor under this Agreement any amount due to City from Vendor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

a. If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $16.19 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2020, 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 area relating to all urban consumers (CPI-U), index base 1982-84=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. If either the second or third option is selected in response to (10) on the Cover Page, in accordance with Labor Code Section 1770 *et seq*., the Project is a "public work." The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. The Vendor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.

21. Nondiscriminatory Employment. Vendor 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. Vendor understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Vendor shall be responsible for such subcontractor's compliance with this Section.

22. Vendor's Representations. Vendor represents, covenants and guarantees that: a) Vendor 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 Vendor's full performance under this Agreement; c) to the extent required by the standard of practice, Vendor 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, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor 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, Vendor 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 Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor 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 Vendor "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 Vendor has been retained pursuant to this Agreement.

25. Fictitious Name. If Vendor has a fictitious name, Vendor shall submit to City a new Fictitious Business Name Statement approved by any California county before Vendor'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. Vendor 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 Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

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

28. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Vendor.

29. 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.

30. 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.

31. Force Majeure. Neither City nor Vendor 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.

32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.

33. 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.

34. 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.

35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor 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.

36. 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.

37. 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 Vendor 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 Vendor, 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.

38. 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.

39. 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) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. 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 either of City or Vendor's Project Managers' emails listed in "(12) 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.

41. 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

☒ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Wilhitte, Purchasing Manager
☐ Patricia Garcia, Buyer

ATTEST:

Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date

MAJOR EVENT TRAILERS

Michael Caputo, CEO 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.

RATES AND COSTS EXHIBIT

Rental fees for the Oxnard Homeless Shelter located at 351 South K Street, Oxnard

Oxnard Homeless Camp (Armory Shelter)	No. of units serviced per week	Monthly Rate
Shower Trailer 12-station	1	$ 5,100.00
Shower Trailer ADA Single Stall	1	$ 3,400.00
ADA 8-Stall Restroom Trailer	1	$ 3,800.00
Laundry Trailer (8) washer (8) dryer	1	$ 4,000.00

Total cost for services provided is not to exceed **$285,000** for the term of this agreement.

Warranty maintenance is covered by Major Event Trailers. Outside of the expenses listed above we will only bill additional charges for damages made to trailers.

INSURANCE EXHIBIT

LIVING WAGE POLICY EXHIBIT

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, Vendor 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 area relating to all urban consumers.

3. A service contractor executing a service contract with the City for which the City will pay the contractor $25,000 or more during the contract term shall be subject to the Living Wage Policy.

4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is $25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.

5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.

8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.

9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.

10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.

12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

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

A. 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 the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than $16.19 per hour for each hour that such employee provides services under this Agreement. 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 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.

Agreement No. A-**8227**

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2019

42. 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 **$16.19 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2020, 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 area relating to all urban consumers (CPI-U), index base 1982-84=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 5 of the Agreement for Trade Services.

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq*. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is 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 currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day's work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Vendor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

CITY OF OXNARD CALIFORNIA

Purchasing Department
Purchasing Procedure

Negotiated Contract
Sole/Single (NSS Form)

Purchasing requires written justification from the requesting department within the department explaining why this is the only source for the requirement. Please check the applicable box.

Definition

- ☐ **Negotiated Contract:** When no bids or no responsive bids are received/obtained, the purchasing manager is authorized to negotiate for written proposals without a formal solicitation process for a city contract.
  Formal/informal solicitation with one bid/proposal response received (Bid # and Close date):
- ☐ **Confidential agreement** for City Attorney and/or Chief of Police (backup docs may be redacted)
- ☐ **Sole Source:** Unique materials, supplies, equipment or services, which can be obtained from only one known source, proprietary equipment/technology, copyright, singular characteristics or performance capabilities or which have exclusive compatibility components with existing City products.
- ☐ **Single Source:** A procurement decision whereby purchases are directed to one source because of standardization, warranty, or other factors, even though other competitive sources may be available.
- **X** **Urgent:** Informal or formal solicitations for supplies, equipment or services (except Public Projects) shall not apply in a situation in which, at the City Manager's discretion, does not permit obtaining price quotations or bids and public interest and necessity demand the immediate expenditure of public money to avoid harm to or safeguard life, health or property or to mitigate severe economic expenses. Provide the supporting documentation with a completed NSS form to the Purchasing Division of the urgent products/services with the City Manager's signature.

WRITTEN JUSTIFICATION

The below information is provided in support of my Department requesting approval for a negotiated or sole/single source (NSS form). (*Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.*)

1. Vendor Legal Business Name: **Major Event Trailers**

2. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide to include: (Please check one or more of the options below)
   - ☐ Unique: e.g. Feature(s) that make the item/service unique and why you need this uniqueness.
   - ☐ Compatibility: e.g. Compatibility with or component of, an existing item; provide enough detail to demonstrate that compatibility is necessary.
   - ☐ Territory: Provide a letter from the Manufacturer that its' supplier/reseller holds a service contract and must supply parts to accomplish a contract.
   - ☐ Emergency order: No other supplier available at the time. (Must be declared by the City Manage/City Council).
   - X Urgent: City Manager approves waiving the formal competitive solicitation, over $200,000
   - ☐ Proprietary purchase: No other supplier available. Provide verified evidence that the purchasing is truly proprietary. I.E. letter from manufacturer that their product is proprietary and that no other product on the open market exists.

3. The basis upon which the price/cost was determined to be fair and reasonable. The price justification to include: (Please check one or more of the options below)
   - ☐ Comparison to product catalog.
   - ☐ Comparison to similar product/service.
   - ☐ Published price lists.
   - ☐ Prices quoted are less than or equal to, that quoted to other governmental agencies.
   - ☐ Records of previously bid items that were similar.
   - X Proven industry standard.

CITY OF OXNARD CALIFORNIA

4. **Provide a brief written explanation for this product/services:**
The City's Armory building, located at 351 S. K Street, is being utilized as a temporary homeless shelter. The armory's bathroom facility is not designed for use as a homeless shelter. There was an urgent need to provide temporary portable facilities and a high priority in such a short turn-around time to provide ADA compliant and code compliant facilities as required by State HEAP grant implementation. The City's Housing Department is responsible for the operation of the Armory building and seeks approval to proceed with services with Major Event Trailers for the services of portable trailers to continue providing restroom, shower and laundry facilities for the homeless.

5. Identify all costs for this requested purchase:

Product/Service Description:	Fiscal Year: 19-20	Fiscal Year: 20-21	Fiscal Year:	Fiscal Year:
One-Time Costs (Describe):	$45,000	$240,000		
Ongoing Costs (Describe):				
Annual Total Costs: Add the total by year	$45,000	$240,000		

6. Period of Performance:

From:	03-01-20	To:	12-31-21	Or One-Time Purchase	

I HEREBY CERTIFY THAT:

1) I am an approved department representative, and am aware of the City's requirements for competitive bidding, as well as, the criteria for justification for negotiated contract/sole/single source purchase.
2) There is justification for a negotiated contract/sole/single source purchase noted above as it meets the City's criteria.

Department: Housing Department Requestor Name (Print Name): Roel Briones
Please print

Authorized Department Director or designee: Emilio Ramirez /
Please print/sign name Date:

Below to be processed by Purchasing: ☐ **Approved or** ☐ **Denied**
Notes:

Purchasing Buyer: Patricia Garcia /
Under $25,000 Please Sign Date:

Purchasing Manager: Daniel Willhite /
Up to $100,000 Please Sign Date:

City Manager: Alexander Nguyen /
$100,001 to $200,000 Please Sign Date:

Purchasing Department
Purchasing Procedure

Negotiated Contract
Sole/Single (NSS Form)

Mayor: Tim Flynn /

$200,001 + Please Sign Date:

Tracking number assigned by the Purchasing Department only.

Tracking #	19-88	Not to Exceed Amount:	$ 285,000	FY:	19-21

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.5

DATE: July 21, 2020

TO: City Council

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

SUBJECT: Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program Emergency Backup Generators Budget Appropriation.

RECOMMENDATION

That the City Council authorize:
1. The recognition and appropriation of FEMA Hazard Mitigation Grant Program funding for the Oxnard Shores Emergency Backup Generator Project #PJ0460 in the amount of $79,833 with a grant award of $59,875 and a City match of $19,959 to Wastewater Emergency Backup Generator Project No. 206604;
2. The recognition and appropriation of FEMA Hazard Mitigation Grant Program funding for the Main Police Station Emergency Backup Generator Project #DR-4353-0195 in the amount of $400,160 with a grant award of $300,120 and a City match of $100,040 to the Police Emergency Backup Generator Project No. 662164.

BACKGROUND

On July 10, 2018, City Council authorized the submittal of an application to the California Office of Emergency Services (Cal OES) Hazard Mitigation Grant Program (HMGP) for emergency backup generators for the Sewer Lift Station 4 serving the Oxnard Shores Neighborhood (Oxnard Shores) and for the Oxnard Police Department headquarters (Police). The Oxnard Shores project will provide a fuel efficient and reliable backup energy source for the lift station in the event of a system power failure. The Police project ensures that the Police Department headquarters has a reliable backup power system that can power modern communication and computer equipment at the facility and is also included in the City's Capital Improvement Program.

CIP Reference:

Project No. **202102** - Police Station Emergency Backup Generator - CIP 2020-2025 - Adopted June 16, 2020 - Page 57.

DISCUSSION

In late 2019, the City received a grant application approval letter stating that the Oxnard Shores Emergency Backup Generator Project was approved for grant funding for a total project cost of $79,833.00. The grant award is for $59,874.75 which is 75% of the total project cost. There is a 25% City match requirement amount of $19,958.25 which has been identified.

On February 25, 2020, the City received a grant application approval letter notifying that the Main Police Station Emergency Backup Project was approved for grant funding for a total project cost of $400,160.00. The grant award is for $300,120.00 which is 75% of the total project cost. There is a 25% City match requirement amount of $100,040 which has been identified.

The Oxnard Shores Emergency Backup Generator Project was the first HMGP grant awarded to the City, with the Main Police Station Emergency Generator Project being the second. The City currently has three (3) additional HMGP grant applications still in review by FEMA which are expected to be awarded in FY 2020-21.

Oxnard Shores Emergency Backup Generator Project

The City of Oxnard Wastewater Division owns and operates 15 sewer lift stations that convey sewage to the 18 million gallon per day Wastewater Treatment Plant. Each lift station is powered by a connection to a Southern California Edison (SCE) electrical system. Although SCE power is usually reliable, backup generators are utilized to ensure the continued operation of lift stations in the event of a power disruption. It is crucial that sewer lift stations have dedicated backup power sources to reduce the possibility of a sanitary sewer overflow (SSO). Currently, Lift Station 4 in the Oxnard Shores neighborhood does not have a dedicated backup power source and relies on leased generators for emergency needs.

The Wastewater Division has procured a portable Multiquip diesel generator that is not only energy efficient, but also operates quietly for use in residential neighborhoods. The procurement of the portable generator fulfills the need to have an effective, reliable backup power source at the Lift Station 4 and reduce the risk of an interruption of power and a potential SSO. The backup generator will ensure the continued operation of the lift station during system power loss, and support the local surrounding communities with its essential function.

Main Police Station Emergency Backup Project

The Police headquarters building is central to Oxnard's public safety and emergency operations. The facility supports 249 officers and 122 civilian employees, temporary detention, and essential communications functions. Among the critical components of the Police headquarters building is the Emergency Communications Center (Center). The Center operates twenty-four (24) hours daily, and is staffed by public safety dispatchers. During 2017 (the data year used in the grant application), the Center processed over 375,000 telephone calls, including 911 calls. The Center is a designated public safety answering point for not only police-related calls, but also for those related to fire and EMS service. In the case of fire and EMS calls, they are first received and assessed in the Center, then forwarded to the Ventura County Fire Department's answering center. The Center serves as the communication link to field units for both radio and mobile data computers. The Police headquarters building houses a temporary holding facility in which arrestees are booked. During the course of an average day, approximately 18 to 20 persons are held in this facility for periods of up to six (6) hours as they are being processed, interviewed and booked.

The current 210 kW generator, installed during the original building construction, has proven to no longer be adequate to support the essential functions required of the facility. In January 2016, a power failure rendered the center ineffective for approximately two hours. Incoming calls could not be received, and radio transmission functionality in the Center was lost. The perimeter gates also failed and had to be manually opened, posing a potential security risk. While the booking facility fortunately did not have arrestees, the incident was a clear reminder of the vulnerabilities of this essential facility to periods of power interruption. During the period following a disaster event, when the potential for crimes of opportunity and other criminal activity may increase and the need for communication and coordination of enforcement is more pronounced, a lack of operational function would become a significant issue.

The project will implement an effective, reliable backup power source at the Police headquarters building that will insure its continued operation in the event of an interruption of power. Continued operation allows the facility to remain in service following a disaster, and support the communications and coordination efforts associated with its essential function. The continued operation will support dispatch, 911 call center, detention and administrative functions of the Police headquarters building that allows for continued service and protection of the City. The procurement of a 305kW generator for the Police headquarters building will allow this critical facility to retain its serviceability in the event of a power outage and continue performing its required public safety and emergency operational functions.

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 for the Oxnard Shores Emergency Backup Generator Project No. 206604 is $79,833.00 which includes the HMGP grant award of $59,875 and City matching funds of $19,959. Staff requests authorization to recognize and appropriate $59,874.75 in HMGP grant funding for the purchase of a generator in FY 2019-20. There is sufficient budget appropriation in the Wastewater Operating Fund (621-6205-891-86-06) of $19,958 for the 25% match required. The generator has been purchased and grant funding will be exhausted in FY 2019-20.

The total cost for the Main Police Station Emergency Backup Project No. 662164 is $400,160 which includes the HMGP grant award of $300,120 and City matching funds of $100,040. Staff requests authorization to recognize and appropriate $300,120 in HMGP grant funding to purchase a generator as well as appropriate $100,040 in City matching funds to be transferred from the General Fund Contingency account (101-1001-801-88-02) to the Capital Outlay Fund (account 301-2110-826-86-06) for FY 2019-20.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. BA -Hazard Mitigation Grants (Police & WW Generators)
2. FEMA Grant Application Approval - Oxnard Shores Generator
3. FEMA Grant Application Approval - Police Station Generator
4. Resolution 15,157 - Approving Submittal of Grant Application

REQUEST FOR BUDGET APPROPRIATION - FISCAL YEAR 19-20

Department: Public Works **Date:** July 21, 2020
Project/Program Manager: Rosemarie Gaglione **Phone:** 805-20-5749

Reason for Appropriation:

To recongize and appropriate FEMA HMGP grant award and provide 25% matching requirement for 1) Police Station Emergency Backup Generator and 2) Wastewater Generator

Accounts and Descriptions		AMOUNT
Fund: GENERAL FUND (Fund 101)		
Expenditures/Transfers Out		
NON-DEPT		
101-1001-801.88-02	FOR CONTINGENCIES	(100,040)
101-1002-808.87-12	TSFR TO CAPITAL OUTLAY FD	100,040
	Sub-total Expenditures	0
	Net Change to Fund Balance	**0**
Fund: CAPITAL OUTLAY FUND (Fund 301)		
Revenues /Transfers In		
301-2110-711.79-01	TRANSFERS FR.GENERAL FUND	100,040
	Sub-total Revenues	100,040
Expenditures/Transfers Out		
Police Emergency Backup Generator (Project 662164)		
301-2110-826.86-06	CAPITAL OUTLAY / MACHINERY AND EQUIP NEW	100,040
	Sub-total Expenditures	100,040
	Net Change to Fund Balance	**0**
Fund: HOMELAND SECURITY GRANT (Fund 238)		
Revenues /Transfers In		
Police Emergency Backup Generator (Project 662164)		
238-2040-531.72-01	FEDERAL & STATE SOURCES / FEDERAL GRANT REV.	300,120
WW Emergency Backup Generator (Project 206604)		
238-6631-531.72-01	FEDERAL & STATE SOURCES / FEDERAL GRANT REV.	59,875
	Sub-total Revenues	359,995

BA# (Finance Use Only)_____ BA Doc# (Finance Use Only)_____ Revised : 2/23/2012

REQUIRES CITY COUNCIL AUTHORIZATION

Expenditures/Transfers Out

Police Emergency Backup Generator (Project 662164)		
238-2040-802.84-51	OTHER SERVICES / SERVICES FROM OTHER PROG	46,981
238-2040-802.86-06	CAPITAL OUTLAY / MACHINERY AND EQUIP NEW	253,139
WW Emergency Backup Generator (Project 206604)		
238-6631-821.84-51	OTHER SERVICES / SERVICES FROM OTHER PROG	1,000
238-6631-821.86-06	CAPITAL OUTLAY / MACHINERY AND EQUIP NEW	58,875
	Sub-total Expenditures	359,995
	Net Change to Fund Balance	**0**
	Net Appropriation Change	**460,035**

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

BA# (Finance Use Only)_____ BA Doc# (Finance Use Only)_____ Revised : 2/23/2012

REQUIRES CITY COUNCIL AUTHORIZATION

U.S. Department of Homeland Security
1111 Broadway, Suite 1200
Oakland, CA 94607-4052

FEMA

January 31, 2020

RECEIVED
0 88 - FEB 21 2020
California Governor's Office of
Emergency Services
Executive Office

Mark S. Ghilarducci, Director
Governor's Authorized Representative
California Office of Emergency Services
3650 Schriever Avenue
Mather, CA 95655

Reference: Application Approval, HMGP #4353-195-49
City of Oxnard
Main Police Station Emergency Back Up Generator
Supplement #31

Dear Mr. Ghilarducci:

The Federal Emergency Management Agency (FEMA) have approved and issued Hazard Mitigation Grant Program (HMGP) funds for the City of Oxnard (subrecipient), HMGP #4353-195-49, Main Police Station Emergency Back Up Generator.

The total eligible costs are $400,160. As shown in the enclosed Supplement #31 Obligation Report, we have obligated $300,120 for up to 75 percent federal share; the non-Federal share match is $100,040. These funds are available in Smartlink for eligible disbursements.

This HMGP grant approval and obligation of funds are subject to the following:

1. **Scope of Work (SOW)** – The approved activity will upgrade the City Police Station's generator to a 305kw generator to support essential functions of the facility. The upgraded generator and associated components will be supported by a 36: thick reinforced concrete pad housed in a concrete structure for noise mitigation. The entire area of the proposed concrete structure will be 1,000 square feet, and approximately 50 cubic yards of material will be excavated.

2. **Budget Revisions and Cost Overruns** - In accordance with the 2015 Hazard Mitigation Assistance Unified Guidance, Part VI D.3, when budget changes are made, all programmatic requirements continue to apply. Additional information regarding budget adjustments and revisions can be found in 2 CFR Part 200.308. The Recipient must obtain FEMA's prior written approval for any budget revisions.

   Cost overruns must be approved by FEMA Region IX before implementation and the subgrant must continue to meet programmatic eligibility requirements, including cost effectiveness and cost share. Additional information can be found in 2 CFR Part 200.

3. **Completion Date** – The work schedule in the application states the activity completion time frame is 12 months. We will annotate January 31, 2021 as the project completion date. Please inform the subrecipient that work completed after this date is not eligible for federal funding, and federal funds may be de-obligated for work not completed within schedule for which there is no approved time extension

4. **National Environmental Policy Act (NEPA)** – This project has been determined to be Categorically Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01; CATEX N18(federal assistance for construction or installation of structures, facilities, or equipment to ensure continuity of operations) has been applied. Attention should be given to the project conditions before and during the project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding.

5. This award of funds is subject to the enclosed *Standard Hazard Mitigation Grant Program Conditions,* amended August 2018. Federal funds may be de-obligated for work that does not comply with these conditions.

If you have any questions or need further assistance please contact me, or your staff may contact Linda Ortiz, Hazard Mitigation Assistance Specialist, at Linda.Ortiz@fema.dhs.gov .

Sincerely,

Juliette Hayes
Director
Mitigation Division
FEMA Region IX

cc: Jennifer Hogan, State Hazard Mitigation Officer
Abraham Guitierrez, Cal OES
Robin Shepard, Cal OES
Monika Saputra, Cal OES

Enclosures (4):
Supplement #31 Obligation Report
Project Management Report
Record of Environmental Considerations
Standard HMGP Conditions

01/31/2020
11:55

FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANTS PROGRAM
Obligation Report w/ Signatures

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Recipient
4353	49 -R	0	195	1	31	CA	Statewide

Subrecipient: Oxnard
Subrecipient FIPS Code: 111-54652

Project Title : Oxnard, City of, Main Police Station Emergency Backup Generator

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
$300,120.00	$300,120.00	$0.00	$0.00

Project Amount	Subrecipient Management Cost Amount	Total Obligation	IFMIS Date	IFMIS Status	FY
$300,120.00	$0.00	$300,120.00	01/29/2020	Accept	2020

Comments

Date: 01/28/2020 User Id: KMOJICA

Comment: Approved funds for Oxnard Main Police Station Generator

Authorization

Preparer Name: KAREN MOJICA

Preparation Date: 01/28/2020

HMO Authorization Name: LINDA ORTIZ

HMO Authorization Date: 01/28/2020

Authorizing Official Signature	Authorizing Official Title	Authorization Date
	HMA BC	1/31/20

FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANT PROGRAM
Project Management Report

Disaster Number	FEMA Project Number	Amendment Number	App ID	State	Recipient
4353	49 - R	0	195	CA	Statewide

Subrecipient: Oxnard
FIPS Code: 111-54652
Project Title : Oxnard, City of, Main Police Station Emergency Backup Generator

Mitigation Project Description

Amendment Status : Approved
Approval Status: Approved

Project Title : Oxnard, City of, Main Police Station Emergency Backup Generator

Recipient : Statewide
Subrecipient : Oxnard

Recipient County Name : Ventura
Subrecipient County Name : Ventura

Recipient County Code : 111
Subrecipient County Code : 111

Recipient Place Name : Oxnard
Subrecipient Place Name : Oxnard

Recipient Place Code : 0
Subrecipient Place Code : 54652

Project Closeout Date : 00/00/0000

Work Schedule Status

Amend #	Description	Time Frame	Due Date	Revised Date	Completion Date
0	Task 1: Project Management	12 Months	00/00/0000	00/00/0000	00/00/0000
0	Task 2: Design/ Engineering	3 Months	00/00/0000	00/00/0000	00/00/0000
0	Task 3: Environmental Review and Permitting	3 Months	00/00/0000	00/00/0000	00/00/0000
0	Bidding	2 Months	00/00/0000	00/00/0000	00/00/0000
0	Mobilization	1 Month	00/00/0000	00/00/0000	00/00/0000
0	Construction Management	4 Months	00/00/0000	00/00/0000	00/00/0000
0	Construction/ Inspection	3 Months	00/00/0000	00/00/0000	00/00/0000
0	Project Close-out	1 Month	00/00/0000	00/00/0000	00/00/0000
0	Grant Close-out	3 Month	00/00/0000	00/00/0000	00/00/0000

Approved Amounts

Total Approved Net Eligible	Federal Share Percent	Total Approved Federal Share Amount	Non-Federal Share Percent	Total Approved Non-Fed Share Amount
$400,160	75.000000000	$300,120	25.00000000	$100,040

Allocations

Allocation Number	IFMIS Status	IFMIS Date	Submission Date	FY	ES/DFSC Support Req ID	ES/DFSC Amend Nr	Proj Alloc Amount Fed Share	Subrecipient Management Cost	Total Alloc Amount
17	A	01/28/2020	01/28/2020	2020	2916866	6	$300,120.00	$0.00	$1,073,565.00
						Total	$300,120.00	$0.00	$1,073,565.00

Obligations

Action Nr	IFMIS Status	IFMIS Date	Submission Date	FY	SFS Support Req ID	SFS Amend Number	Suppl Nr	Project Obligated Amt - Fed Share	Subrecipient Management Cost	Total Obligated Amount
1	A	01/29/202	01/28/2020	2020	2944360	0	31	$300,120.00	$0.00	$300,120.00
							Total	$300,120.00	$0.00	$300,120.00

FEDERAL EMERGENCY MANAGEMENT AGENCY

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP 4353-195-49

Title: Main Police Station Generator

NEPA DETERMINATION

Non Compliant Flag: No **EA Draft Date:** **EA Final Date:**

EA Public Notice Date: **EA Fonsi** **Level:** CATEX

EIS Notice of Intent **EIS ROD Date:**

Comment The City of Oxnard, Ventura County, Oxnard, CA proposes to upgrade the City Police Station¿s 210 kW generator to a 305kW generator in order to support the essential functions of the facility (251 S C St, Oxnard / 34.200805, -119.181525). The upgraded generator and associated components would be supported by a 36¿ thick reinforced concrete pad housed in a concrete structure for noise mitigation. The entire area of the proposed concrete structure will be 1,000 square feet, and approximately 50 cubic yards of material would be excavated.

This project has been determined to be Categorically Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with FEMA Instruction 108-1-1 and FEMA Directive 108-1-1 as authorized by DHS Instruction 023-01-001-01, Revision 1. Categorical Exclusion N18 (federal assistance for construction or installation of structures, facilities, or equipment to ensure continuity of operations) has been applied. Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding. - dcohen3 - 01/16/2020 21:06:18 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
*n18	(*n18) Federal Assistance for Construction or Installation of Structures, Facilities, or Equipment to Ensure Continuity of Operations. Federal assistance for the construction or installation of measures for the purpose of ensuring the continuity of operations during incidents such as emergencies, disasters, flooding, and power outages involving less than one acre of ground disturbance. Examples include the installation of generators, installation of storage tanks of up to 10,000 gallons, installation of pumps, construction of structures to house emergency equipment, and utility line installation. This CATEX covers associated ground disturbing activities, such as trenching, excavation, and vegetation removal of less than one acre, as well as modification of existing structures.	Yes

EXTRAORDINARY

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comment
Clean Air Act (CAA)	Completed	Project is located in a non-attainment area	The project is located in Ventura County that is within a non-attainment area for 8-Hour Ozone according to the U.S. Environmental Protection Agency (USEPA): https://www3.epa.gov/airquality/greenbook, updated

FEDERAL EMERGENCY MANAGEMENT AGENCY

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP 4353-195-49

Title: Main Police Station Generator

Environmental Law/ Executive Order	Status	Description	Comment
			December 31, 2019. Based on the scope of work, the potential emissions from project activities are clearly below ¿de minimis¿ thresholds for the General Conformity Rule. Thus, the project is exempt from a conformity determination. See Condition. - dcohen3 - 01/16/2020 20:48:12 GMT
	Completed	Coordination required with applicable state administering agency - Review concluded	
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	
Coastal Zone Management Act (CZMA)	Completed	Project is not located in a coastal zone area and does not affect a coastal zone area - Review concluded	
Executive Order 11988 - Floodplains	Completed	No effect on floodplain/flood levels and project outside floodplain - Review concluded	The project is located in Zone X, as shown on FIRM 06111C0910E, effective 1/20/2010. - dcohen3 - 01/16/2020 20:57:59 GMT
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	Per the U.S. Fish and Wildlife Service Wetland Mapper viewed on January 16, 2020, the project is located outside of wetlands and not likely to result in any potential direct impacts that will adversely affect wetlands. - dcohen3 - 01/16/2020 20:58:47 GMT
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	Low income or minority population in or near project area	There are low income or minority populations in or near project area, however the project activities and impacts will not result in a disproportionately high and adverse impact on these groups. - dcohen3 - 01/16/2020 20:59:12 GMT
	Completed	No disproportionately high and adverse impact on low income or minority population - Review concluded	
Endangered Species Act (ESA)	Completed	No listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action - Review concluded	Based on the type of activities and area of potential effect as described in the scope of work, this project has been determined to have no effect on Federally listed threatened and endangered species or critical habitat. See attached No Effect Determination completed by FEMA Biologist, Emma Gosliner. - dcohen3 - 01/16/2020 19:47:48 GMT

FEDERAL EMERGENCY MANAGEMENT AGENCY

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP 4353-195-49

Title: Main Police Station Generator

Environmental Law/ Executive Order	Status	Description	Comment
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Fish and Wildlife Coordination Act (FWCA)	Completed	Project does not affect, control, or modify a waterway/body of water - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	Project located within the Pacific Flyway zone. Activities associated with this project do not have the potential to take migratory birds. - dcohen3 - 01/16/2020 20:52:45 GMT
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Applicable executed Programmatic Agreement. Activity meets Programmatic Allowance (enter date and # in comments) - Review concluded	This Undertaking was reviewed by Marjorie Nowick who meets the Secretary of the Interior's professional qualifications for archaeology and architectural history per Stipulation I.A.1.b of the Section 106 Programmatic Agreement among FEMA, the California State Historic Preservation Officer (SHPO), and California Governor's Office of Emergency Services (Cal OES) executed on October 29, 2019 (Agreement). It is proposed to replace and install a new upgraded generator by removing the existing generator, demolishing the existing generator pad, and installing a new generator in a housing immediately adjacent to the existing Police Building. The generator would be in a housing and on a pad, 23x33. The Police Building is a large pre-cast concrete Brutalist-type building constructed 1977 so is less than 45 years old. The location where the generator is proposed to be installed is previously disturbed. Given this, this Undertaking meets Programmatic Allowance II.D.2.a.(Appendix B of the Agreement) Per Stipulation II.A.1 of the Agreement, no review by or notification to the SHPO is required. - mnowick - 01/16/2020 21:59:27 GMT
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

FEDERAL EMERGENCY MANAGEMENT AGENCY

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP 4353-195-49

Title: Main Police Station Generator

CONDITIONS

Special Conditions required on implementation of Projects:

The Subrecipient is responsible for complying with all applicable subparts of the Clean Air Act. Failure to comply with this condition may jeopardize federal assistance, including funding. Any change to the approved scope of work will require re-evaluation for compliance with the Clean Air Act.

Source of condition: Clean Air Act (CAA) Monitoring Required: No

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

GAVIN NEWSOM
GOVERNOR

MARK S. GHILARDUCCI
DIRECTOR

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

September 16, 2019

Alex Nguyen
City Manager
Oxnard, City of
300 West Third Street
Oxnard, CA 93030

Subject: **Notification of Subapplication Approval**
Hazard Mitigation Grant Program
FEMA-**4344**-DR-CA, Project #**PJ0460**, FIPS #**111-54652**

Dear Mr. Nguyen:

The California Governor's Office of Emergency Services (Cal OES) received notification that the Federal Emergency Management Agency (FEMA) has approved your organization's subaward application in the amount of **$59,874.75.** A copy of the FEMA award package is enclosed for your records.

In order to receive payment, all subrecipients must have a current (within the last 3 years), valid Governing Body Resolution and updated Grant Assurances on file with our office (sample copies enclosed). These forms may be downloaded in an electronic format at www.caloes.ca.gov following the links: *Cal OES Divisions; Recovery; Disaster Mitigation & Technical Support; 404 Hazard Mitigation Grant Program; HM Post Obligation Documents*. An active DUNS Number registration with the federal System for Award Management (SAM) website is also required for obtaining payment for the duration of this grant subaward. For your convenience, information regarding completing and renewing a SAM registration is included in this package. Please complete the electronic forms as well as the enclosed Supplemental Grant Subaward Information sheet and return them to the address below within 30 days. Payments will be made on a reimbursement basis using the Hazard Mitigation Reimbursement Request Form. A ten percent (10%) retention will be withheld from all reimbursement payments and will be released as part of the subaward closeout process.

Reimbursements can be made only for items listed on the approved subaward application; expenditures for any other work should be separately maintained and are the sole responsibility of the subrecipient. Any funds received in excess of current needs or approved amounts, or those found owed as a result of a final inspection or audit, must be refunded to the State within 30 days of receipt of an invoice from Cal OES.

For further assistance, please contact the Recovery Grants Processing Unit at (916) 845-8110 for payment related questions, or Hazard Mitigation Grants at (916) 845-8150 for program related questions.

Recovery Grants Processing Unit

Enclosures

c: Applicant's File

*The Recovery Grants Processing Unit has universal Public Assistance resolution number 15,121, passed on 5/22/18, on file. A copy of the resolution is included in this package for your review. With your permission, the resolution can be applied to this project.

Jocelyn

ITEM #J-5

U.S. Department of Homeland Security
1111 Broadway, Suite 1200
Oakland, CA 94607-4052

FEMA

RECEIVED
N19-1328
AUG 14 2019
Chron Robin
HAZARD MITIGATION
687359

August 14, 2019

Mark S. Ghilarducci, Director
Governor's Authorized Representative
California Office of Emergency Services
3650 Schriever Avenue
Mather, CA 95655

Reference: Application Approval, HMGP #4344-460-120R
City of Oxnard - Oxnard Shores Backup Generator Project
FIPS Code #111-54652, Supplement #48

Dear Mr. Ghilarducci:

The Federal Emergency Management Agency (FEMA) have approved and issued Hazard Mitigation Grant Program (HMGP) funds for the City of Oxnard (subrecipient), HMGP #4344-460-120R, Oxnard Shores Backup Generator Project.

The total eligible costs are $79,833.00. As shown in the enclosed Supplement #48 Obligation Report, we have obligated $59,874.75 for up to 75 percent federal share; the non-Federal share match is $19,958.25. These funds are available in Smartlink for eligible disbursements.

This HMGP grant approval and obligation of funds are subject to the following:

1. **Scope of Work (SOW)** –This project entails the procurement of an emergency portable generator (mounted on a trailer) and associated connective cabling that will supply temporary power to Lift Station No. 4 in Oxnard, California during disruptions of power. The trailer mounted generator will be stored and maintained in a local city facility. During emergency operations, the portable generator will be towed to the lift station site via city streets and placed on the adjacent street then connected to the facility.

2. **Budget Revisions and Cost Overruns** - In accordance with the 2015 Hazard Mitigation Assistance Unified Guidance, Part VI D.3, when budget changes are made, all programmatic requirements continue to apply. Additional information regarding budget adjustments and revisions can be found in 2 CFR Part 200.308. The Recipient must obtain FEMA's prior written approval for any budget revisions.

   Cost overruns must be approved by FEMA Region IX before implementation and the subgrant must continue to meet programmatic eligibility requirements, including cost effectiveness and cost share. Additional information can be found in 2 CFR Part 200.

3. **Completion Date** – The work schedule in the application states the activity completion time frame is 12 months. We will annotate August 14, 2020 as the project completion date. Please inform the subrecipient that work completed after this date is not eligible for federal funding, and federal funds may be de-obligated for work not completed within schedule for which there is no approved time extension

   In accordance with 2 CFR Part 200, a Grantee must liquidate all obligations incurred under the award no later than 90 days after August 14, 2020.

4. **National Environmental Policy Act (NEPA)** –This project has been determined to be Categorically Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01. CATEX N18 has been applied.

5. This award of funds is subject to the enclosed *Standard Hazard Mitigation Grant Program Conditions,* amended August 2018. Federal funds may be de-obligated for work that does not comply with these conditions.

If you have any questions or need further assistance please contact me, or your staff may contact Aaron Lim, Hazard Mitigation Assistance Specialist, at Aaron.Lim@fema.dhs.gov (510)-627-7036.

Sincerely,

Juliette Hayes
Director
Mitigation Division
FEMA Region IX

cc: Jennifer Hogan, State Hazard Mitigation Officer
Jocelyn Kelly, Cal OES
Robin Shepard, Cal OES
Monika Saputra, Cal OES

Enclosures (4):
Supplement #48 Obligation Report
Project Management Report
Record of Environmental Considerations
Standard HMGP Conditions

08/14/2019
8:05

FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANTS PROGRAM
Obligation Report w/ Signatures

HMGP-OB-02

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Recipient
4344	120-R	0	460	1	48	CA	Statewide

Sub-Recipient: Oxnard
Sub-Recipient FIPS Code: 111-54652

Project Title : Oxnard, City of, Emergency Backup Generator at Oxnard Shores

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
$59,874.75	$59,874.75	$0.00	$0.00

Project Amount	Subrecipient Management cost amount	Total Obligation	IFMIS Date	IFMIS Status	FY
$59,874.75	$0.00	$59,874.75	08/14/2019	Accept	2019

Comments

Date: 08/13/2019 User Id: ALIM1

Comment: Approved funding for generator project.

Authorization

Preparer Name: AARON LIM

Preparation Date: 08/13/2019

HMO Authorization Name: KAREN MOJICA

HMO Authorization Date: 08/13/2019

Authorizing Official Signature | Authorizing Official Title | Authorization Date 08/14/19

Authorizing Official Signature | Authorizing Official Title | Authorization Date

08/14/2019
8:09 AM

FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANT PROGRAM
Project Management Report

HMGP-AP-01

Disaster Number	FEMA Project Number	Amendment Number	App ID	State	Recipient
4344	120 -R	0	460	CA	Statewide

Sub-Recipient: Oxnard
FIPS Code: 111-54652

Project Title : Oxnard, City of, Emergency Backup Generator at Oxnard Shores

Mitigation Project Description

Amendment Status : Approved

Approval Status: Approved

Project Title : Oxnard, City of, Emergency Backup Generator at Oxnard Shores

Recipient : Statewide

Sub-Recipient : Oxnard

Recipient County Name : Ventura

Sub-Recipient County Name : Ventura

Recipient County Code : 111

Sub-Recipient County Code : 111

Recipient Place Name : Oxnard

Sub-Recipient Place Name : Oxnard

Recipient Place Code : 0

Sub-Recipient Place Code : 54652

Project Closeout Date : 00/00/0000

Work Schedule Status

Amend #	Description	Time Frame	Due Date	Revised Date
0	Environmental Permitting	2 Months	00/00/0000	00/00/0000
0	Specifications	3 Months	00/00/0000	00/00/0000
0	Bidding	2 Months	00/00/0000	00/00/0000
0	Procurement	2 Months	00/00/0000	00/00/0000
0	Project Close-out	1 Month	00/00/0000	00/00/0000
0	Grant Close-out	3 Months	00/00/0000	00/00/0000

Approved Amounts

Total Approved Net Eligible	Federal Share Percent	Total Approved Federal Share Amount	Non-Federal Share Percent	Total Approved Non-Fed Share Amount
$79,833	75.000000000	$59,875	25.00000000	19958

Allocations

Allocation Number	IFMIS Status	IFMIS Date	Submission Date	FY	ES Support Req ID	ES Amend Number	Proj Alloc Amount Fed Share	Subrecipient Management Cost	Total Alloc Amount
20	A	08/13/2019	08/13/2019	2019	2793461	8	$59,874.75		$1,522,349.25
						Total	$59,874.75	$0.00	$59,874.75

Obligations

Action Nr	IFMIS Status	IFMIS Date	Submission Date	FY	ES Support Req ID	ES Amend Number	Suppl Nr	Project Obligated Amt - Fed Share	Subrecipient Management Cost	Total Obligated Amount
1	A	08/14/2019	08/13/2019	2019	2890431	0	48	$59,874.75	0.00	$59,874.75
							Total	$59,874.75	$0.00	$59,874.75

08/01/2019
18:28:06

FEDERAL EMERGENCY MANAGEMENT AGENCY

REC-01

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP 4344-460-120

Title: Emergency Backup Generator at Oxnard Shores

NEPA DETERMINATION

Non Compliant Flag: No **EA Draft Date:** **EA Final Date:**

EA Public Notice Date: **EA Fonsi** **Level:** CATEX

EIS Notice of Intent **EIS ROD Date:**

Comment The project entails the procurement of an emergency portable generator (mounted on a trailer) and associated connective cabling that will supply temporary power to Lift Station No. 4 in Oxnard, CA during disruptions of power The trailer mounted generator will be stored and maintained in a local city facility. During emergency operations, the portable generator will be towed to the lift station site via city streets and placed on the adjacent street then connected to the facility (34.189881, -119.242225).

This project has been determined to be Categorically Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01. CATEX N18 has been applied. - dcohen3 - 07/31/2019 23:45:12 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
*n18	(*n18) Federal Assistance for Construction or Installation of Structures, Facilities, or Equipment to Ensure Continuity of Operations. Federal assistance for the construction or installation of measures for the purpose of ensuring the continuity of operations during incidents such as emergencies, disasters, flooding, and power outages involving less than one acre of ground disturbance. Examples include the installation of generators, installation of storage tanks of up to 10,000 gallons, installation of pumps, construction of structures to house emergency equipment, and utility line installation. This CATEX covers associated ground disturbing activities, such as trenching, excavation, and vegetation removal of less than one acre, as well as modification of existing structures.	Yes

EXTRAORDINARY

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comment
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	

NOTE: All times are GMT using a 24-hour clock.

FEDERAL EMERGENCY MANAGEMENT AGENCY

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP 4344-460-120

Title: Emergency Backup Generator at Oxnard Shores

Environmental Law/ Executive Order	Status	Description	Comment
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	
Coastal Zone Management Act (CZMA)	Completed	Project is located in a coastal zone area and/or affects the coastal zone	
	Completed	State administering agency requires consistency review - Review concluded	
Executive Order 11988 - Floodplains	Completed	No effect on floodplain/flood levels and project outside floodplain - Review concluded	Per Flood Insurance Rate Map (FIRM) panel 06111C0905E, effective 1/20/2010, the project is located in Zone X, and area of minimal flood hazard and outside of the Special Flood HazardArea. - dcohen3 - 07/31/2019 23:27:29 GMT
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	Per the USFWS National Wetland Inventory database, the project is not located within or would effect any wetland areas. - dcohen3 - 07/31/2019 23:30:17 GMT
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	Low income or minority population in or near project area	There are low income/minority population in or near the project area, however the project activities will have no disproportionately high and adverse impact on any population. - dcohen3 - 07/31/2019 23:30:49 GMT
	Completed	No disproportionately high and adverse impact on low income or minority population - Review concluded	
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	The proposed project will occur wholly within the footprint of an existing hardscaped, developed facility in an urban area, and will have no effect on threatened and endangered species or critical habitat. See attached No Effect memo. - dcohen3 - 07/31/2019 23:42:25 GMT
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Fish and Wildlife Coordination Act (FWCA)	Completed	Project does not affect, control, or modify a waterway/body of water - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	

NOTE: All times are GMT using a 24-hour clock.

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP 4344-460-120

Title: Emergency Backup Generator at Oxnard Shores

Environmental Law/ Executive Order	Status	Description	Comment
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Applicable executed Programmatic Agreement. Activity meets Programmatic Allowance (enter date and # in comments) - Review concluded	This Undertaking was reviewed by Marjorie Nowick who meets the Secretary of the Interior's professional qualifications for archeology and architectural history per Stipulation I.B.1.a of the Section 106 Programmatic Agreement among FEMA, the California State Historic Preservation Officer (SHPO), and the California Governor's Office of Emergency Services (Cal OES) executed on October 30, 2014 (Agreement). This Undertaking meets Programmatic Allowance II.D.2.a of Appendix B of the Agreement. As such, per Stipulation II.A.1 of the Agreement, no review by or notification to the SHPO is required. - mnowick - 07/29/2019 23:22:10 GMT
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

CONDITIONS

Special Conditions required on Implementation of Projects:

The subrecipient is responsible for any necessary permitting under the CZMA.

Source of condition: Coastal Zone Management Act (CZMA) Monitoring Required: No

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

Standard Mitigation Grant Program (HMGP) Conditions

FEMA Region IX, August, 2018

The following list applies to Recipients and Subrecipients accepting HMGP funds from the Federal Emergency Management Agency (FEMA) of the Department of Homeland Security (DHS):

1. **Applicable Federal, State, and Local Laws and Regulations.** The Recipient/Subrecipient must comply with all applicable Federal, State, and Local laws and regulations, regardless of whether they are on this list or other project documents. DHS financial assistance Recipients and Subrecipients are required to follow the provisions of the State HMGP Administrative Plan, applicable Hazard Mitigation Assistance Uniform Guidance, and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located in Title 2 of the Code of Federal Regulations (CFR) Part 200, adopted by DHS in 2 CFR 3002.

2. **Financial Management Systems.** The Recipient and Subrecipient must maintain financial management systems to account for and track funds, as referenced in 2 CFR 200.302.

3. **Match or Cost Share.** Non-federal match or cost share must comply with 2 CFR 200.306, the scope of work (SOW), and any agreements among the Subrecipient, the Recipient, and FEMA.

4. **Budget Changes.** Unanticipated adjustments are permitted within the approved total cost. However, if costs exceed the federal share, the Subrecipient must notify the Governor's Authorized Representative (GAR) of overruns before implementation. The GAR shall submit a written request for approval to FEMA Region IX. The subaward must continue to meet HMGP requirements, including cost effectiveness and cost share. Refer to 2 CFR 200.308 for additional information.

5. **Real Property and Land.** The acquisition, use, and disposition must comply with 2 CFR 200.311.

6. **Equipment.** The acquisition, use, and disposition must comply with 2 CFR 200.313.

7. **Supplies.** Upon project completion, FEMA must be compensated for unused supplies, exceeding $5,000 (fair market value), and not needed for other federal programs. Refer to 2 CFR 200.314.

8. **Procurement.** Procurement procedures must be in conformance with 2 CFR 200.318-320.

9. **Monitoring and Reporting Program Performance.** The Recipient and Subrecipient must submit quarterly progress reports, as referenced in the 2 CFR 200.328 and State HMGP Administrative Plan.

10. **Records Retention.** In accordance with 2 CFR 200.333, financial/ programmatic records related to expenditures must be maintained at least 3 years after the date of Recipient's final expenditure report.

11. **Enforcement and Termination.** If the Recipient or Subrecipient fails to comply with the award or subaward terms, whether stated in a Federal statute or regulation, the State HMGP Administrative Plan, subpplication, a notice of award, an assurance, or elsewhere, FEMA may take one or more of the actions outlined in 2 CFR 200.338, including termination or partial termination of the award or subaward outlined in 2 CFR 200.339.

12. **Allowable Costs.** Funds are to be used for allowable costs in compliance with 2 CFR 200.403, the approved SOW, and any agreements among the Subrecipient, Recipient, and FEMA.

13. **Non-Federal Audit.** The Recipient and Subrecipient are responsible for obtaining audits in accordance with the Single Audit Act of 1984, in compliance with 2 CFR 200.501.

14. **Debarred and Suspended Parties.** Recipients and Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 CFR 180. These regulations restrict federal financial assistance awards, subawards, and contracts with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in the federal assistance programs or activities.

15. **Equipment Rates.** Rates claimed for use of Subrecipient-owned equipment in excess of the FEMA-approved rates must be approved under State guidelines issued by the State Comptroller's Office or must be certified by the Recipient to include only those costs attributable to equipment usage less any fixed overhead and/or profit.

16. **Duplication of Funding between Public Assistance (PA) and HMGP.** Funding for PA Section 406 and HMGP Section 404 are permitted on the same facility/location, but the activities identified under each program must be distinct with separately accounted funds. At closeout, FEMA may adjust the funding to ensure the Subrecipient was reimbursed for eligible work from only one funding source.

17. **Historic Properties and Cultural Resources.** In compliance with 2 CFR 800, if a potential historic property or cultural resource is discovered during construction, the Subrecipient must cease work in the area and take all reasonable measures to avoid or minimize harm to the discovered property/resource. During construction, the Subrecipient will monitor ground disturbance activity, and if any potential archeological resources are discovered, will immediately cease work in that area, and notify the Recipient and FEMA. Construction in the area may resume with FEMA's written approval after FEMA's consultation, if applicable, with the State Historic Preservation Officer (SHPO).

18. **NEPA and Changes to the Scope of Work (SOW).** To comply with the National Environmental Policy Act (NEPA), and other Laws and Executive Orders, any change to the approved SOW shall be re-evaluated before implementation. Construction associated with a SOW change, prior to FEMA approval, may be ineligible for funding. Acceptance of federal funding requires environmental permits and clearances in compliance with all appropriate federal, state and local laws, and failure to comply may jeopardize funding.

    Within their authority, the Recipient and Subrecipient must use of all practicable means, consistent with other essential policies, to create and maintain productive harmony for people and nature, and fulfill the social, economic, and other needs of present and future generations of Americans.

Procurement

Environmental

Scope of Work

4 Record-keeping

Claimed costs must be compiled on a per project basis.

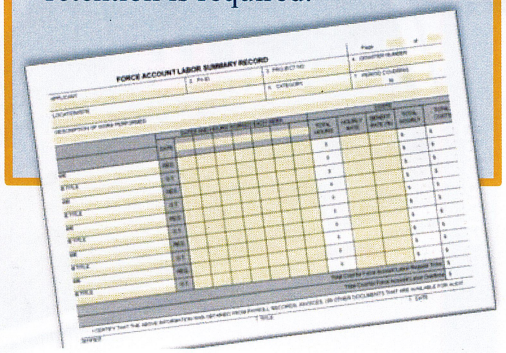
Specified program deadlines, e.g., work-related deadlines and appeals for net small project overruns (NSPO) must be met.

Payroll records for each employee must account for all daily disaster-related activities performed, with time sheets signed and certified by the employee and supervisor.

Source documentation, such as paid invoices, contracts, change orders, is required for all funding expenditures.

Funding recipients must be monitored.

Comprehensive records retention is required.



For more information about preserving Public Assistance funding, contact the California Governor's Office of Emergency Services at:

3650 Schriever Avenue
Mather, CA 95655
(916) 845-8200
(916) 845-8388 (fax)
DisasterRecovery@caloes.ca.gov
www.caloes.ca.gov

Obtain further program information for protecting your Public Assistance disaster funding from the Federal Emergency Management Agency at:

www.fema.gov/public-assistance-frequently-asked-questions

For minimizing the loss of program funding through audits, contact the Office of Inspector General at:

http://www.oig.dhs.gov/assets/Audit_Tips.pdf

Version 01.16

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Four Steps to Success

Protecting Your Public Assistance Disaster Funding

1. Procurement
2. Environmental
3. Scope of Work
4. Record-keeping

Cal OES GOVERNOR'S OFFICE

Preserving Public Assistance Funding

1 Procurement

Procurement records must include the rationale for selecting the type of procurement method, the basis for contractor selection or rejection, and the contract price basis.

Contracts must generally be bid competitively, with a clear description of the approved scope of work.

Contracts must comply with local, state, and federal procurement requirements including contracting with small and minority firms, women's business enterprise, and labor surplus area firms. Also, strict avoidance of suspended or debarred contractors is required.

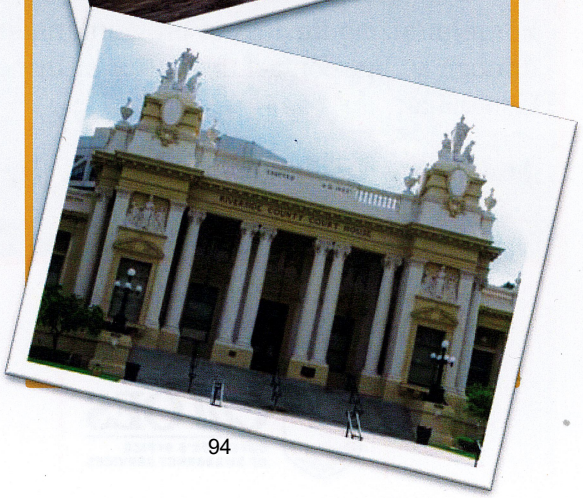
Ensure the contractor complies with all terms and conditions of the contract, along with the approved scope of work.

Cost plus percentage contracts are specifically prohibited, while sole source contracts should be avoided without sufficient-significant rationale.

2 Environmental

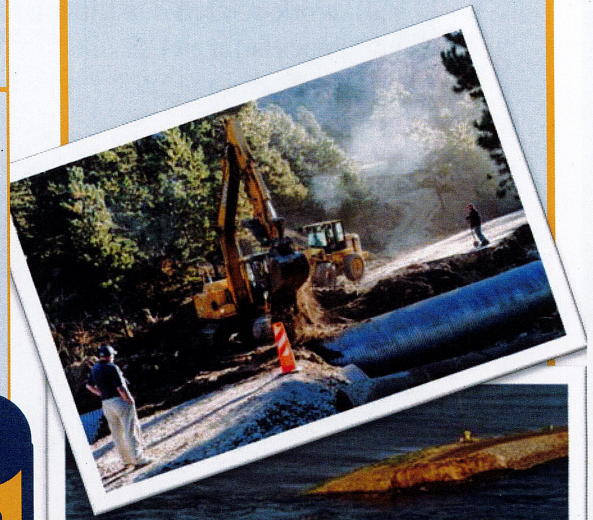
Commencing permanent work projects without required environmental permits along with FEMA environmental-historic clearance is prohibited.

Emergency work is not necessarily exempted from permitting requirements, especially the Endangered Species Act.



3 Scope of Work

Any deviation from the approved scope of work is prohibited unless approved by FEMA.



SAM
SYSTEM FOR AWARD MANAGEMENT

Quick Start Guide for New Grantee Registration

Helpful Information

SAM an official **free, U.S. government-operated website** – it is FREE to register and maintain your entity registration record in SAM. It is FREE to get help.

What is an Entity?

In SAM, your company/business/ organization is referred to as an "Entity." You register your entity to do business with the U.S. Federal government by completing the registration process in SAM.

a

1. **DUNS Number:** You need a Data Universal Numbering System (DUNS) number to register your entity in SAM. DUNS numbers are unique for each physical location you are registering. If you do not have one, request a DUNS number for **free** to do business with the U.S. Federal government by visiting Dun & Bradstreet (D&B) at http://fedgov.dnb.com/webform. It takes no more than 1-2 business days to obtain a DUNS number.
2. **Taxpayer Identification Number:** You need your entity's Taxpayer ID Number (TIN) and Taxpayer Name (as it appears on your most recent tax return). Foreign entities that do not pay employees within the U.S. do not need to provide a TIN. Your TIN is usually your Employer Identification Number (EIN) assigned by the Internal Revenue Service (IRS). Sole proprietors may use their Social Security Number (SSN) assigned by the Social Security Administration (SSA) as their TIN, but are strongly encouraged to obtain a free EIN from the IRS by visiting: http://www.irs.gov/Businesses/Small-Businesses-& -Self-Employed/How-to-Apply-for-an-EIN Allow approximately two weeks before your new EIN is ready for use when registering in SAM.
3. All non-Federal entities must mail an original, signed notarized letter to the Federal Service Desk within 60 days of activation.

Steps for Registering

1. Type www.sam.gov in your Internet browser address bar.
2. Select Log In to complete authentication and create an account.
3. On the My SAM page, select Entity Registrations from the sub-navigation menu and select Register New Entity.
4. Select your type of Entity.
5. If you are registering in SAM.gov so you can apply for a Federal financial assistance opportunity on Grants.gov, and are not interested in pursuing Federal contracts, you will have a much shorter registration path. To choose the grants only path:
   - Select "I only want to apply for federal assistance opportunities like grants, loans, and other financial assistance programs." in response to the question "Why are you registering this entity to do business with the U.S. government?"
6. Complete the Core Data section:
   - Validate your DUNS information.
   - Enter Business Information (TIN, etc.) This page is also where you create your Marketing Partner Identification Number (MPIN). Remember your MPIN as it will help identify you in several other government systems. You must have it to apply in Grants.gov.
   - Enter your CAGE Code if you have one. CAGE codes are tied to DUNS Numbers and cannot be reused. Don't worry if you don't have a CAGE Code for the DUNS Number you are registering: one will be assigned to you after your registration is submitted. Foreign registrants must enter their NCAGE Code before proceeding.
   - Enter General Information (business types, organization structure, etc.) about your entity.
   - Provide your entity's Financial Information, i.e. U.S. bank Electronic Funds Transfer (EFT) Information for Federal government payment purposes. Foreign entities do not need to provide EFT information.
   - Answer the Executive Compensation questions.
   - Answer the Proceedings Details questions.
7. Complete the Points of Contact section:
   - Your Electronic Business POC is integral to your Grants.gov registration and application process. Your Government POC will be used by other government systems, such as the CAGE program, when they contact you. List someone with direct knowledge of this registration for both of those POCs.
8. Complete the Representations and Certifications section (for non-federal entities only):
   - Select Yes/No on the Financial Assistance Response page.
9. Make sure to select Submit after your final review. You will get Registration Submitted - Confirmation message on the screen. If you do not see this message, you have not submitted your registration.

Your registration will be reviewed. You will receive an email from SAM.gov when your registration is active.

Please give yourself plenty of time before your grant application submission deadline. Allow up to 12-15 business days after you submit before your registration is active in SAM, then an additional 24 hours for Grants.gov to recognize your information.

For FREE help registering in SAM, contact the supporting Federal Service Desk (FSD) at https://www.fsd.gov/

SAM
SYSTEM FOR AWARD MANAGEMENT

Quick Start Guide for Updating an Entity Registration

Helpful Information

Viewing Your Entity Record

- If you chose to make your record public, you can view your entity record by going to www.sam.gov, selecting Search Records, and searching by your DUNS number or Legal Business Name
- If your record is available in the public search, but expired, you can view it by searching for your entity by DUNS Number or Legal Business Name, selecting the "Inactive" checkbox, and clicking the "Apply Filters" button
- If you opted out of public search, you will need to log into SAM with the appropriate user account, select Entity Registrations and then Existing Entity Registrations to view your record

Before You Start

- When you renew or update your registration, you must review the entire record. Take the time to make sure all the information is accurate and complete.
- If your entity's physical address has changed since you last renewed, make sure to update the address Dun and Bradstreet (D&B) has on file prior to updating the registration in SAM.
- All non-Federal entities must mail an original, signed notarized letter to the Federal Service Desk within 60 days of activation.

Steps for Updating an Entity Registration

1. Type www.sam.gov in your Internet browser address bar and then log in.
2. On the My SAM page, select Entity Registrations and then Existing Entity Registrations from the sub-navigation menu.
3. Search for the entity you want to update or select the Legal Business Name of the entity the Entity List.
4. Select Update Entity from the Registration Details panel.
   - You may not update a registration in Submitted status. You may only update registrations that are Active, Expired, or a Work in Progress.
5. You may delete a Work in Progress if necessary. This will not affect your Active or Expired entity registration.
6. Select what you would like to update: Purpose of Registration and remaining entity registration. All sections applicable to the registration besides the Purpose of Registration or Point of Contacts only (skip to step 10).
7. Update the Core Data section.
8. Update the Assertions section (not required if registering for Federal Assistance opportunities only).
9. Update the Representations and Certifications section.
10. Update the Points of Contact section, including optional POCs. You may remove optional POCs if they are no longer relevant.
11. If you qualify as a small business, update your information in SBA's Dynamic Small Business Search (DSBS) or apply for a small business certification via the "SBA Supplemental" page.
12. Select Submit. Your registration will be reviewed. You will receive an email from SAM.gov when your registration is active.

Please note: *If your registration update requires IRS or CAGE revalidation, it could take 10-12 business days for it to become active and replace your previous registration.*

California Governor's Office of Emergency Services (Cal OES)
Subaward/Disaster # _____

Reimbursement Request Form

Mail Reimbursement Request to:

California Governor's Office of Emergency Services
Grants Processing Unit
3650 Schriever Avenue
Mather, CA 95655

Subrecipient: _____

FIPS ID#_____
Please mark this box to indicate a change in the Authorized Agent's Mailing Address below

☐

Project Number	Cumulative Expenditures to date	Reimbursement Request for the period of _____ to _____
	$	$
Total	$	$

Under penalty of perjury, I certify that:

- I am the duly authorized officer of the claimant herein
- By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)
- This claim is for costs incurred within the Grant Performance Period

Authorized Agent (Per Governing Body Resolution)

_____ Printed Name

_____ Phone No.

_____ Fax No.

_____ Title

_____ E-Mail Address

_____ Signature

_____ Date

_____ New Mailing Address Only

For Cal OES Only (Cal OES 400)

Obligated Amount: $_____	Date:_____
Expenditures To Date: $_____	Reviewer:_____
Cost Share (50% or 75%): $ _____	Title:_____
Less Retention: $_____	Date:_____
Prior Payments Made: $_____	Approval:_____
Amount Allowable for Payment: $_____	Title:_____

Instruction Sheet for Reimbursement Request – California Governor's Office of Emergency Services

Subaward #	The subaward # can be found on the Notification of Approval Letter
Subrecipient	The subrecipient is the entity, as identified in the original grant application. Do not identify any sub-departments or offices as the subrecipient
FIPS ID #	This is the subrecipient's identification number as identified on the Notification of Approval Letter
Address Changes	Indicate a change in address by checking the box shown and noting the new address in the area marked "mailing address
Project Number	The project number can be found on the Notification of Approval Letter
Expenditures To Date	Identify total grant expenditures incurred to date for each project number (including local share)
Reimbursement Request for the Period of:	The subrecipient may request reimbursement of all, or a portion of, *Grant Expenditures incurred since the last Reimbursement Request*. Indicate the month, day and year for the beginning of the period covered to the end of the period covered during which these expenditures were incurred. *This is not the Project/Budget Period listed on the subaward.* ***HMGP Disasters Grants: No Fiscal Year restrictions*** ***All Other Grants: This request period cannot cross state fiscal years. Therefore, separate requests Must be submitted for expenditures incurred on or before June 30, and on or after July 1.***
Authorized Agent Information	Complete all line items requested and ensure that the form is signed by an Authorized Agent named in the Governing Body Resolution
Mail	Mail the original to the address identified at the top of the request form
Supporting Documents	Supporting documents are not required to be submitted with the Reimbursement Request; however, California Governor's Office of Emergency Services reserves the right to request documentation at any time. Subrecipients are reminded to maintain documents that support the expenditures and reimbursement amounts shown on the request

Revised 03/27/17

Subgrantee Quarterly Report

Award/Disaster #	CalOES #	FEMA #	FIPS #	Months Covered	Report #

Project Name	**Subgrantee Name**
Subgrantee Telephone #	**% of Work Completed** / **Project Completion Date**
Estimated Draw Down for Next quarter $	**Budget Status** ○ Unchanged ○ Cost Underrun (Explain below) ○ Cost Overrun (Explain below
Work Schedule	**Is project proceeding on schedule?** ○ Ahead of Schedule (Explain below) ○ On Schedule ○ Behind Schedule (Explain below)

General Comments

Authorized Signature: _____ Print Name: _____ Date: _____

Address: _____ City, State, Zip: _____

Revised 2/1/09

Subgrantee Quarterly Report

Page _____ of _____

List all milestones from work schedule including those planned & completed. Describe problems or circumstances affecting completion dates, scope of work, cost, and impacts on any other milestones. Also describe achievements, successes, progress, and special issues.

Milestone #	Projected Start Date	Projected Completion Date	Status
			○ Ahead of Schedule ○ Suspended ○ On Schedule ○ Milestone Completed ○ Behind Schedule ○ Withdrawn

Comments

Milestone #	Projected Start Date	Projected Completion Date	Status
			○ Ahead of Schedule ○ Suspended ○ On Schedule ○ Milestone Completed ○ Behind Schedule ○ Withdrawn

Comments

Milestone #	Projected Start Date	Projected Completion Date	Status
			○ Ahead of Schedule ○ Suspended ○ On Schedule ○ Milestone Completed ○ Behind Schedule ○ Withdrawn

Comments

Milestone #	Projected Start Date	Projected Completion Date	Status
			○ Ahead of Schedule ○ Suspended ○ On Schedule ○ Milestone Completed ○ Behind Schedule ○ Withdrawn

Comments

rev. 4/3/00

(Additional sheets may be used as needed)

HAZARD MITIGATION GRANTS PROGRAM
NOTIFICATION TO SUBGRANTEES
GRANT ADMINISTRATION PROCEDURES

1. ADVANCES (HMGP Only)

The California Governor's Office of Emergency Services (Cal OES) may consider approval of a one time advance provided that the subgrantee justified the need for an advance in their Hazard Mitigation Grant Program (HMGP) application. An advance can be made after federal funds have been approved, but before the expenditure of eligible costs. The advanced amount will be subtracted from the subgrantee's first reimbursement request. The advance request must be made by submitting a Request for Advance of Funds form. Subgrantees who did not request an advance in their application are not eligible for advances. A special fund for the deposit of the state warrant must be established upon receipt of any advance funding.

2. WORK SCHEDULES

The subgrantee must provide Cal OES with a projected work schedule within thirty (30) days of receipt of this obligation package. This is a one-time-only report. It should outline the proposed work schedule for the approved activity, including milestones. The milestones listed in your work schedule will be used to measure the progress reported to Cal OES in the Quarterly Reports. Please provide a separate report for each grant. The work schedule should include the following information:

Table/Chart or Graph - Create a table, chart or graph depicting your proposed work schedule by major milestones (activities/measures) from the time of initiation to completion of proposed activity.
Time line - How long you anticipate the activity will take to complete (in months).
Phases - Explain in some detail, if you plan to perform your activity in several phases, and why.
Extended Start and Completion Dates - Explain any activity start dates beyond sixty (60) days from approval date, or completion dates beyond three (3) years.

The Work Schedule should be sent to: California Governor's Office of Emergency Services
Hazard Mitigation Grants Division
3650 Schriever Avenue
Mather, California 95655

3. PROCUREMENT/COMPETITIVE BIDS PROCESS

All contract/procurement transactions must be carried out in a manner consistent with financial administrative requirements found in Title 44 of the Code of Federal Regulations (44CFR) Part 13.

4. ALLOWABLE COSTS AND REIMBURSEMENTS.

Once Federal Emergency Management Agency (FEMA) approves a total eligible activity cost and obligates funding, Cal OES can process reimbursement requests for eligible activities. Payments are made on a reimbursement basis and no funds will be disbursed for activities that are not consistent with the approved scope of work. Activity expenditures will be reimbursed at 75% of eligible costs. Additionally, Cal OES will withhold retention of 10% from each reimbursement request. The retention amount will be released to the subgrantee upon completion of the closeout process.

Reimbursement requests must be submitted to Cal OES on a Hazard Mitigation Reimbursement Form. The form must be signed by the applicant's designated authorized agent.

Should the subgrantee be able to complete this work for less than the maximum allowable costs, the subgrantee will be reimbursed at 75% of the actual costs. Any remaining funds will be deobligated. If activity costs exceed the maximum allowable costs, the subgrantee will be reimbursed at 75% of the FEMA approved activity cost.

5. COST OVERRUNS (HMGP Only)

Cost over-runs can be considered if available funding exists in the HMGP for the declared disaster. Cost over-runs under ten (10) percent of the approved activity cost are allowed when offset by cost under-runs on other activities, as determined by Cal OES. Cost over-runs exceeding ten (10) percent of the approved activity cost require Cal OES to submit the request with a recommendation to the FEMA Regional Director for review and final determination.

Cost over-runs will be indicated by quarterly progress reports and may be verified by activity inspection. All cost over-runs must be requested before expenditure of costs in excess of the total approved activity costs and the request must be signed by the applicant's designated authorized agent. Costs in excess of total approved activity costs expended before approval of cost over-runs will not be considered eligible HMGP expenditures. All cost over-runs must be justified by the subgrantee and supported by a benefit-cost analysis prepared using the FEMA benefit-cost models. Unjustified over-runs will be denied by Cal OES.

There is no guarantee that HMGP funds will be available to cover cost over-runs.

6. SCOPE OF WORK CHANGES:

Any requests for changes to the approved scope of work must be consistent with program guidance and regulations, must be submitted to Cal OES and signed by the applicant's designated authorized agent. Pre-approval is required before the start of any activity not included in the approved scope of work. Costs associated with any activity that is not included in the approved scope of work are not eligible for reimbursement.

7. QUARTERLY REPORT PROCEDURES

Subgrantees are required to submit progress reports to Cal OES on a quarterly basis until the end of the approved performance period or the activity is complete. Quarterly Reports will not be required of activities with duration of less than three months. A single report for such short-term activities will satisfy reporting requirements.

The first Quarterly Report is due to Cal OES within three months following the activity initiation. Quarterly Reports will thereafter be numbered consecutively by quarter and year (e.g. a 24 month project is required to submit 8 quarterly reports.) The following is the schedule for the Quarterly Reports:

First Reporting Period:	January 01 - March 31	Report due by April 15
Second Reporting Period:	April 01 - June 30	Report due by July 15
Third Reporting Period:	July 01 - September 30	Report due by October 15
Fourth Reporting Period:	October 01 - December 31	Report due by January 15

Quarterly Reports shall include, at a minimum:

A. The status and completion date for the activity funded, including any problem or circumstances affecting the completion date, scope of work, or costs which are expected to result in noncompliance with the approved grant conditions.

B. A description of milestones completed in accordance with the work schedule provided by the subgrantee. The milestones declared in the subgrantee's work schedule will be applied as a standard of the activity's progress.

Cal OES will review subgrantee reports to identify activities requiring special attention or inspection. The Governor's Authorized Representative will review the reports and forward a report to the FEMA Regional Director on the status of each grant.

Cal OES will suspend reimbursements to subgrantees that are not current in the submission of quarterly progress reports. Reimbursement requests received for suspended grants will be returned to the subgrantee.

Quarterly Reports must be sent to:

California Governor's Office of Emergency Services
Hazard Mitigation Grants Division
3650 Schriever Avenue
Mather, California 95655

8. INSPECTIONS

Cal OES reserves the right to inspect all activities for compliance. Cal OES may require the subgrantee to perform a final inspection and prepare a report. If inspections and review of the subgrantee support documentation reveal problems in performance of work and/or the documentation of such work, Cal OES shall require the subgrantee to correct the deficiencies before close-out.

9. PERFORMANCE PERIOD EXTENSIONS

All performance period extension requests must include the dates and provision of all previous extensions on this activity, a detailed explanation for the delay and a revised activity work schedule. All performance period extension requests must be submitted to Cal OES and signed by the applicant's designated authorized agent. Any costs incurred outside of an approved performance period will not be considered eligible activity costs.

HMGP
Extensions to original performance period of up to twelve months may be granted by Cal OES upon written request from the subgrantee. Requests for time extensions must be submitted to Cal OES prior to the end of the current approved performance period.

Requests for time extensions beyond the authority of Cal OES must be submitted to Cal OES in writing and received by Cal OES no later than ninety (90) days prior to the expiration of the current approved performance period. Time extension requests received by Cal OES less than ninety (90) days prior to the end of the current approved performance period will not be considered. Cal OES must submit these requests to the FEMA Regional Director for final determination.

Following the Regional Director's review, Cal OES will be notified in writing of the determination. Cal OES will notify the subgrantee of FEMA's determination. If the extension is denied, the subgrantee can submit a second request to be considered by the FEMA Associate Director.

FMA / LPDM / PDM / SRL
Performance period extension requests must be submitted to Cal OES in writing and received by Cal OES no later than ninety (90) days prior to the expiration of the current approved period of performance. Time extension requests received by Cal OES less than ninety (90) days prior to the end of the current approved period of performance will not be considered. Review program guidance for period of performance extension request requirements.

10. ADMINISTRATIVE DOCUMENTS

The administrative documents included with this package must be completed, signed by an authorized representative of the subgrantee and received by Cal OES before any payments can be processed. These forms include (1) Subgrantee Assurances and (2) Designation of Applicant's Agent Resolution. Completed forms must be mailed to:

California Governor's Office of Emergency Services
Hazard Mitigation Grants Division
3650 Schriever Avenue
Mather, California 95655

11. FINAL REPORTS

Final Claims must be filed using the Final Claim form. All activity costs are subject to audit; therefore, adequate documentation is required to verify the scope of work and the activity costs. All activity documentation must be retained by the subgrantee for three years from closeout. The subgrantee shall submit a final report package

to Cal OES when the activity has been completed. The documentation required is dependent on the type of activity. The package must include at least the following:

- Final Claim form
- Accomplishments and results report
- Budget summary
- Photographs/materials

Payment of the 10% retention will be processed upon completion of the closeout process.

12. AUDITS

The Cal OES may request an audit of any funds disbursed to a subgrantee at any time, regardless of the amount. Each subgrantee is required to provide reasonable and timely access to all records. Subgrantees that expend combined federal awards above $500,000 must submit audit reports consistent with the requirements of Office of Management and Budget OMB Circular A-133. Such audits of subgrantees will be conducted in accordance with the requirements of the Single Audit Act and amended by 1996 (PL 104-156). Records must be retained by the subgrantee for three years from project closeout.

13. MONITORING

In order to provide reasonable assurance of compliance with applicable Federal and State laws and regulations, and to comply with Cal OES's administrative oversight responsibilities, subgrantee activities shall be monitored and associated finding (s) and program deficiencies resolved though viable corrective action plans. Financial and administrative compliance monitoring is comprised of desk reviews, as well as field reviews, of specific subgrantee information and supporting financial documentation and books of record.

14. APPEALS (HMGP Only)

A subgrantee may appeal any determination made by FEMA relative to grant assistance by submitting justification in writing to Cal OES within sixty (60) days of the action being appealed. Appeals must be submitted through the Governor's Authorized Representative (GAR). Subgrantees must provide sufficient information to allow the GAR to determine the facts and validity of the request.

Cal OES will review the appeal material submitted, make any additional investigations necessary and forward the appeal with a written recommendation to the FEMA Regional Director within sixty (60) days.

The FEMA Regional Director shall notify Cal OES as to the disposition of the subgrantee's appeal or need for additional information within ninety (90) days following receipt of all related information. If the decision is to grant the appeal, the Regional Director will take appropriate implementing action.

If the Regional Director denies the appeal, the subgrantee may submit a second appeal in writing to the GAR. The GAR reviews the second appeal and may forward it to the FEMA Associate Director through the FEMA Regional Director. Such appeals shall be made in writing and shall be submitted not later than sixty (60) days after receipt of notice of the Regional Director's denial of the first appeal. The Associate Director shall render a determination on the GAR's appeal within ninety (90) days following receipt of all related information. The Associate Director's determination is final.

In rendering such determinations, the Associate Director may, in those cases involving appeals of a highly technical nature, refer the appeal to an independent scientific or technical body for review. The GAR must first agree to such a process, including a waiver of the ninety (90) day time limitation for appeal resolution, as well as sharing the cost of such reviews.

See Part 44 of the Code of Federal Regulations (44CFR) Section 206.440.

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Cal OES ID No: 111-54652

DUNS No.: _____

Federal Funding Accountability and Transparency Act (FFATA) Financial Disclosure

Public Law (PL) 109-282 Federal Funding Accountability and Transparency Act of 2006, as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (PL 110-252), which is outlined in the U.S. Department of Homeland Security, Federal Emergency Management Agency's Grant Program Directorate Information Bulletin No. 350, dated November 23, 2010 (www.fsrs.gov).

Entity Name: Oxnard, City of

You are subject to FFATA Financial Disclosure and must complete the below table if you can answer **YES** to **ALL** of the below criteria:

- Received 80% or more of annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements in the preceding calendar year
- $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements
- The public does not have access to information about the compensation of your senior executives.

Executive Name	Title	Annual Salary	Annual Dollar Value of Benefits	Total Compensation

☐ Not subject to FFATA Financial Disclosure.

_____
Printed Name of Authorized Agent

_____
Title of Authorized Agent

_____ _____
Signature of Authorized Agent Date

Grant subrecipients must complete and submit to Cal OES a Federal Funding Accountability Transparency Act (FFATA) Financial Disclosure form each calendar year. Please review this form and fill it out accordingly. If all three of the listed criteria apply to your entity, please complete the provided executive compensation chart. Otherwise, please check the box indicating that your entity is not subject to FFATA financial disclosure. The document must be signed by an Authorized Agent as designated by your entity's Authorized Agent resolution. The completed form can be submitted to Cal OES along with the other post-obligation documents.

Public Law (PL) 109-282 Federal Funding Accountability and Transparency Act of 2006, as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (PL 110-252), which is outlined in the U.S. Department of Homeland Security, Federal Emergency Management Agency's Grant Program Directorate Information Bulletin No. 350, dated November 23, 2010 (www.fsrs.gov).

Entity Name: Oxnard, City of

You are subject to FFATA Financial Disclosure and must complete the below table if you can answer **YES** to **ALL** of the below criteria:

- Received 80% or more of annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements in the preceding calendar year
- $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements
- The public does not have access to information about the compensation of your senior executives.

Executive Name	Title	Annual Salary	Annual Dollar Value of Benefits	Total Compensation

☐ Not subject to FFATA Financial Disclosure.

Printed Name of Authorized Agent

Title of Authorized Agent

Signature of Authorized Agent

Date

California Governor's Office of Emergency Services

ITEM #J-5

SUPPLEMENTAL GRANT SUBAWARD INFORMATION

The California Governor's Office of Emergency Services (Cal OES), makes a Grant Subaward of funds set forth to the following:

Cal OES Contact Information Section:

Governor's Office of Emergency Services
Mark S. Ghilarducci, Director
3650 Schriever Avenue
Mather, CA 95655
(916) 845-8506 phone • (916) 845-8511 fax

Cal OES Use only	
Cal OES #	111-54652-00
FIPS #	111-54652
VS #	No longer required
Subaward #	DR4344-PJ0460
PCA	82908
Federal Award Dates	10/8/2017
	7/7/2025

1. Subrecipient: Oxnard, City of

1a. DUNS#:

2. Implementing Agency:

2a. DUNS#:

3. Implementing Agency Address: CA
Street City Zip+4

4. Location of Project:
City County Zip+4

5. Federal Award Identification Number FEMA-4344-DR-CA

6. Performance Period: 8/14/2019 to 8/14/2020

7. Indirect Cost Rate: ☐ N/A; ☐ 10% de minimis; ☐ Federally Approved ICR %

Supp No.	A. Federal Share	B. Non-Federal Share	C. Admin Cost	D. CDAA (STATE)	E. Total Project Cost	Fed / Non Fed Percentage
8 48	$59,874.75	$19,958.25	$0.00		$79,833.00	75% / 25%
9					$0.00	
10					$0.00	
11					$0.00	
12. TOTALS	$59,874.75	$19,958.25	$0.00		12 E Total Project Cost $79,833.00	

13. Federal Awarding Agency Section

Federal Program Fund / CFDA #	Federal Awarding Agency	Total Federal Award Amount	Total Local Assistance Amount
Hazard Mitigation Grant Program / 97.039	U.S. Department of Homeland Security, Federal Emergency Management Agency	$79,833.00	N/A

14. Primary Authorized Agent: **15. Federal Employer ID Number:**

Name: Title:

Telephone: (area code) FAX: (area code) Email:

Mailing Address: CA
Street City Zip+4

Payment Mailing Address: CA
City Zip+4

16. Project Description Section:
Emergency Backup Generator at Oxnard Shores

17. Research & Development Section:

- Is this Subaward a Research & Development grant? Yes ☐ No ☐

SUBAWARD DATA INSTRUCTIONS

1. Subrecipient

The Subrecipient is the unit of government or community based organization (CBO) that will have legal responsibility for these grant funds (e.g. County of Alameda, City of Fresno or Women's Place of Merced). Enter the legal title of the Subrecipient.

1a. Federal DUNS Number (Subrecipient)

Enter your 9-digit Federal Data Universal Numbering System (DUNS) ID number for the Subrecipient listed above. If you do not yet have a DUNS number assigned, one may be obtained by contacting Dun & Bradstreet at 866-705-5711 or at www.dnb.com. This requirement applies to federally funded grants only. Your DUNS # must be current and active in the System for Award Management (SAM) at the time of your Award.

2. Implementing Agency

Enter the complete name of the agency responsible for the day-to-day operation of the grant (e.g. Sheriff, Police Department, or Department of Public Works). If the Implementing Agency is the same as the Subrecipient, enter the same title again.

2a. Federal DUNS Number (Implementing Agency)

Enter the full 9-digit Federal Data Universal Numbering System (DUNS) ID number for the Implementing Agency. If the Implementing Agency does not yet have a DUNS number assigned, one may be obtained by contacting Dun & Bradstreet at 866-705-5711 or at www.dnb.com. This requirement applies to federally funded grants only. Your DUNS # must be current and active in the System for Award Management (SAM) at the time of your Award.

3. Implementing Agency Address

Enter the address of the Implementing Agency. Provide the complete nine digit zip code (Zip+4).

4. Location of Project

Enter the City and County/Operational Area where the project is located. Provide the complete nine digit zip code (Zip+4).

5. Federal Award Identification Number (FAIN):

Enter the Federal Award Identification Number associated with this funding source / Disaster. (Example: 1911-DR-CA or FEMA-1911-DR-CA).

6. Performance Period

Enter beginning and ending dates of the performance period for the Grant Subaward. (mm/dd/yy).

7. Indirect Cost Rate

Indicate whether you are using the 10% de minimis rate based on Modified Total Direct Costs (MTDC) or your cognizant agency approved indirect cost rate agreement. A copy of the approved ICR Negotiation Agreement must be enclosed with your application. Indicate N/A if you will not be claiming indirect costs under the award. ***Indirect costs may or may not be allowable under all Federal fund sources.***

8A – 12E. Fund Allocations and Total Project Cost

Enter the FEMA Supplement number, the amount of Federal Share, Non-Federal Share, applicable sub-recipient Administrative Fee, and the CDAA share of this obligation. Enter this obligation Cost Share percentage in the far right column.

13. Federal Awarding Agency Section:

Identify the Federal Awarding Agency, Federal Program, and the CFDA number for the funding. Also, enter the total federal funds allocated to this sub-recipient for the disaster event, including this obligation action.

14. Primary Authorized Agent and Payment Address

Primary Authorized Agent will be the main contact for GPU correspondence and must be one of the authorized agents named in the governing body resolution. Enter the name, title, telephone number, e-mail address, and mailing address of the primary correspondence contact for this project. Enter a Payment Mailing Address where grant funds should be sent if different from the primary contact address.

15. Federal Employer ID Number

Enter the 9-digit Federal Employer Identification Number for the Subrecipient Agency.

16. Project Description Section

Enter the Project number associated with this sub-award and type a summary of the project description in the space provided.

17. Research & Development Section

Place a check mark in the applicable box; choose "Yes" if award is for Research & Development.

PROJECT ASSURANCES FOR FEDERAL ASSISTANCE HAZARD MITIGATION GRANTS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact California Governor's Office of Emergency Services (Cal OES). Further, certain federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States, Federal Office of Inspector General 2 CFR 200.336, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project.

4. Will comply with the requirements of the assistance-awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gains.

8. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.), which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

9. Will comply with all federal statues relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibit discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made, and (j) the requirements on any other nondiscrimination statute(s) which may apply to the application.

10. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal and federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

11. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $5,000 or more.

12. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.O. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.O. 93-205).

13. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

14. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

15. Will comply with Standardized Emergency Management (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR Title 19, Sections 2445, 2446, 2447 and 2448.

16. Subrecipients expending $750,000 or more in federal grant funds annually are required to secure an audit pursuant to OMB Uniform Guidance 2 CFR Part 200, Subpart F. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996.

17. Will disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with §200.112.

18. Will comply with all applicable requirements of all other federal laws, Executive Orders, regulations and policies governing this program.

19. Has requested through the State of California, federal financial assistance to be used to perform eligible work approved in the subrecipient application for federal assistance. Will, after the receipt of federal financial assistance, through the State of California, agree to the following:

    a. The state warrant covering federal financial assistance will be deposited in a special and separate account, and will be used to pay only eligible costs for projects described above;

    b. To return to the State of California such part of the funds so reimbursed pursuant to the above numbered application, which are excess to the approved actual expenditures as accepted by final audit of the federal or state government.

    c. In the event the approved amount of the above numbered project application is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.

20. The non-Federal entity for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award §200.113. Failure to make required disclosures can result in any of the remedies described in §200.338 Remedies for noncompliance, including suspension or debarment.

21. Will not make any award or permit any award (subaward or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension.

"I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly

authorized by _____
(Name of Organization)

to enter into this agreement for and on behalf of said subrecipient, and by my signature do bind the subrecipient to the terms thereof .

_____ _____
Printed Name of Authorized Applicant's Agent Title

_____ _____
Signature of Authorized Applicant's Agent Date

Authorization

I, _____ , do hereby certify as the authorized representative or
Printed Name

officer of _____, that the information contained in this
Name of Organization

application is true and correct.

_____ _____ _____
Title Signature Date

STATE OF CALIFORNIA
CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
CAL OES 130

Cal OES ID No: _____

DESIGNATION OF SUBRECIPIENT'S AGENT RESOLUTION
Hazard Mitigation Grant Program and Pre-Disaster Mitigation Program

BE IT RESOLVED BY THE _____ OF THE _____
(Governing Body) (Name of Applicant)

THAT _____, OR
(Title of Authorized Agent)

_____, OR
(Title of Authorized Agent)

_____
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the _____, a public entity
(Name of Subrecipient)
established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Service. for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the _____, a public entity established under the laws of the State of California,
(Name of Subrecipient)
hereby authorizes its agent(s) to provide to the California Governor's Office of Emergency Service for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

☐ This is a universal resolution and is effective for all open and futures Disasters/Grants up to three (3) years following the date of approval below.

☐ This is a Disaster/Grant specific resolution and is effective for only Disaster/Grant name/number(s) _____

Passed and approved this _____ day of _____, 20_____

_____
(Name and Title of Governing Body Representative)

_____
(Name and Title of Governing Body Representative)

_____
(Name and Title of Governing Body Representative)

CERTIFICATION

I, _____, duly appointed and _____ of
(Name) (Title)

_____, do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the _____ of the _____
(Governing Body) (Name of Applicant)

on the _____ day of _____, 20___.

_____ _____
(Signature) (Title)

Cal OES Form 130
Instructions

A new Designation of Applicant's Agent Resolution is required if the previously submitted document is older than three (3) years from the last date of Board/Council approval.

When completing the Cal OES Form 130, Subrecipients should fill in the blanks on page 1. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the individual or group responsible for appointing and approving the Authorized Agents. Examples include: Board of Directors, City Council, Board of Supervisors, etc.

Name of Subrecipient: This is the official name of the non-profit, agency, city, county or special district that has applied for the grant. Examples include: City of Sacramento; Sacramento County; or Los Angeles Unified School District.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the California Governor's Office of Emergency Service regarding grants applied for by the subrecipient. There are two ways of completing this section:

1. Titles Only: If the Governing Body so chooses, the titles of the Authorized Agents should be entered here, not their names. This allows the document to remain valid if an Authorized Agent leaves the position and is replaced by another individual. If "Titles Only" is the chosen method, this document must be accompanied by a cover letter naming the Authorized Agents by name and title. This cover letter can be completed by any authorized person within the agency (e.g.; City Clerk, the Authorized Agent, Secretary to the Director) and does not require the Governing Body's signature.

2. Names and Titles: If the Governing Body so chooses, the names and titles of the Authorized Agents should be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document or their title changes.

Governing Body Representative: These are the names and titles of the approving board members. Examples include: Chairman of the Board, Superintendent, etc. The names and titles cannot be one of the designated Authorized Agents.

Certification Section:

Name and Title: This is the individual that was in attendance and recorded the Resolution creation and approval. Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person cannot be one of the designated Authorized Agents to eliminate "Self Certification."

ITEM #J-5

111-54652

RESOLUTION NO. 15,121

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION FOR FEDERAL AND/OR STATE ASSISTANCE TO BE USED FOR THE TREE MORTALITY EVENT RESPONSE

WHEREAS, on October 30, 2015, Governor Brown proclaimed a State of Emergency for drought-caused tree mortality. The Proclamation included provisions to expedite the identification, removal and disposal of dead and dying trees that may pose a fall hazard or disease/insect vector hazard. As a result, costs related to the identification, removal, and disposal of dead and dying trees as a result of drought conditions may be eligible for 75% reimbursement under the California Disaster Assistance Act (CDAA); and

WHEREAS, the City of Oxnard has experienced a major die-off of several different species of trees throughout the City which has been attributed to the ongoing drought. The drought has weakened trees and a significant number have been unable to fight off infestations of insects and/or fungus. The proximity of the drought-affected trees to City and other adjacent structures prompted staff to take action and initiate removal of high risk trees.

THEREFORE, BE IT RESOLVED by the City Council of the City of Oxnard as follows:

SECTION 1. The City Manager is hereby authorized to execute for and on behalf of the City of Oxnard, a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act, per the State of California Governor's Office of Emergency Services form Cal OES 130 (attached hereto and incorporated herein as Attachment A).

SECTION 2. The City of Oxnard, a public entity established under the laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

SECTION 3. That this is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.

PASSED, APPROVED, and ADOPTED, this 22nd day of May, 2018 by the following vote:

AYES: Councilmembers Flynn, Ramirez, MacDonald, Perello and Madrigal.

NOES: None.

ABSTAIN: None.

ABSENT: None.

RECEIVED
MAY 25 2018
66 3306
GRANTS PROCESSING UNIT

Tim Flynn 5/23/18
Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

STATE OF CALIFORNIA
GOVERNOR'S OFFICE OF EMERGENCY SERVICES
Cal OES 130

Cal OES ID No: 111-54652

DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

BE IT RESOLVED BY THE City Council (Governing Body) OF THE City of Oxnard (Name of Applicant)

THAT City Manager (Title of Authorized Agent), OR

_____ (Title of Authorized Agent), OR

_____ (Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the City of Oxnard (Name of Applicant), a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the City of Oxnard (Name of Applicant), a public entity established under the laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

☒ This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.

☐ This is a disaster specific resolution and is effective for only disaster number(s) _____

Passed and approved this 22nd day of May, 2018

Tim Flynn 5/22/18
(Name and Title of Governing Body Representative) Mayor

_____
(Name and Title of Governing Body Representative)

_____
(Name and Title of Governing Body Representative)

RECEIVED
AUG 28 2018
663306
GRANTS PROCESSING UNIT

CERTIFICATION

I, Michelle Ascencion (Name), duly appointed and City Clerk (Title) of City of Oxnard (Name of Applicant), do hereby certify that the above is a true and correct copy of a Resolution passed and approved by the City Council (Governing Body) of the City of Oxnard (Name of Applicant)

on the 22nd day of May, 2018.

Michelle Ascencion
(Signature)

City Clerk
(Title)

CITY COUNCIL OF THE CITY OF OXNARD
RESOLUTION NO. 15,157
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
APPROVING SUBMITTAL OF GRANT APPLICATION

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

WHEREAS, the Public Works Department has requested that City Council approve the submittal of applications to the California Governor's Office of Emergency Services for up to $15,030,000.00 in Hazard Mitigation Grant Program funds regarding the Competitive Hazard Mitigation Grant Program, to be used for: an emergency backup generator at the City's Traffic Management Center; an emergency generator at the Police Department's headquarters; an emergency backup generator at the Del Norte Regional Recycling and Transfer Station; an emergency backup generator and electrical building construction at the Oxnard Wastewater Treatment Plant; a retrofit of the Mandalay Seawalls; the Santa Clara River Levee SCR-3 Phase II; and an emergency generator near the Oxnard Shores Neighborhood.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of an application by the Public Works Department regarding the Competitive Hazard Mitigation Grant Program and to approve submittal of seven grant applications by the City Manager for the aforementioned purposes. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Finance Director or designee is authorized to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds; and the Director of Public Works or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED THIS 10th day of July, 2018 by the following vote:

AYES: Councilmembers Flynn, Ramirez, MacDonald, Perello and Madrigal.

NOES: None.

ABSENT: None.

Tim Flynn 7/10/18

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.6

DATE: July 21, 2020

TO: City Council

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

SUBJECT: Award Trade Services Agreement A-8208 to Natural Green Landscape, Inc., for Landscape Maintenance Services at Various City Facilities.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute Trade Services Agreement No. A-8208 with Natural Green Landscape, Inc., for a total agreement value of $356,112 for a term of three (3) years to provide landscape maintenance services at various City facilities. (Public Works and Transportation Committee approved 3-0)

BACKGROUND

On November 15, 2019, the City issued a request for bids (RFB) No. PW 20-26 for Landscape Maintenance Services at the following locations:

1. Blending Station No. 4, 3637 North Rose Avenue
2. Blending Station No. 3, 1700 Solar Drive
3. Environmental Resources (ER) - Del Norte Recycling and Transfer Station, 111 Del Norte Boulevard
4. Environmental Resources (ER) Vacant Dirt Lot – Corner of Del Norte Boulevard and Fifth Street
5. Oxnard Police Department (OPD) Sturgis Annex, 3001 Sturgis Road
6. Water Campus, 251 South Hayes Avenue
7. Vacant Lot, 167 South Hayes Avenue
8. Oxnard Transit Center (OTC), 201 East Fourth Street
9. Blending Station No. 2, 1061 Richmond Avenue
10. Wastewater Treatment Plant (WWTP), 6001 South Perkins Road
11. Advanced Water Purification Facility (AWPF), 5700 South Perkins Road
12. Blending Station No. 5, 980 East Pleasant Valley Road

DISCUSSION

The City's Purchasing Department received three (3) responsive bids by the December 23, 2019, closing date. The selected bidder, Natural Green Landscape Inc., provided the lowest responsible and responsive bid. On January 28, 2020, the award notice was posted on the City's Public Purchase website.

The City has several locations that require landscape maintenance services that are contracted out. The previous landscape maintenance services agreement with The Groundskeeper, Inc., expired November 26, 2019. Currently, City Corps is servicing all locations until Natural Green Landscape, Inc., begins services.

Natural Green Landscape, Inc., will provide landscape maintenance services to the twelve locations at different

frequencies based on the needs of the facility. Staff has verified that vendor meets all insurance requirements, possesses a business tax certificate and is registered with the California Secretary of State.

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 this three (3) year agreement with Natural Green Landscape, Inc., is $356,112 and will be divided accordingly among each division and per fiscal year. There is sufficient Fiscal Year 20-21 funding available in the amount of $116,200 in the following accounts: Water (601-6010-842.82-09), Wastewater Treatment (621-6205-842.82-09), Advanced Water Purification Facility (601-6012-842.82-09), Environmental Resources (631-6301-842.82-09) and Oxnard Transportation Center – TDA Funds (213-3107-803.82-09). The remaining agreement balance will be requested in subsequent fiscal years. The following table provides the spending plan by fund and fiscal year:

Division/Location	Fund	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Grand Total
Water	Water- 601	$24,900	$24,900	$24,900	$74,700
Wastewater Treatment Plant	WWTP-621	$36,000	$36,000	$36,000	$108,000
AWPF	Water- 601	$8,400	$8,400	$8,400	$25,200
Environmental Resources	Solid Waste-631	$20,500	$20,500	$20,500	$61,500
Oxnard Police Annex	General Fund-101	$8,400	$8,400	$8,400	$25,200
Oxnard Transit Center	Transportation -213	$18,000	$18,000	$18,000	$54,000
Other Public Works Divisions	Other	$0	$0	$7,512	$7,512
Total		**$116,200**	**$116,200**	**$123,712**	**$356,112**

COMMITTEE OUTCOME

The Public Works and Transportation Committee voted 3-0 on March 24, 2020 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. Natural Green - A-8208
2. Natural Green Response link
3. RFC No. 1 - Unit Price Clarification
4. PW 20-26 Bid Tabulation Sheet

Agreement No. **A-8208**

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: April 21, 2020

(2) Vendor: Natural Green Landscape, Inc.

(3) Services: Landscape Maintenance for Various Locations

(4) Schedule of Services: The services must be completed within 1,095 calendar days of the Agreement Start Date.

(5) Agreement Ending Date: April 20, 2023

(6) Total Agreement Amount: $356,112

(7) City's Project Manager: Brian Yanez, Assistant Public Works Director

(8) Vendor's Project Manager: Ron Norton, Account Manager

(9) Insurance Coverage: INS-D

(10) What wages are required for this Project?

- ☐ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
- ☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
- ☒ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
- ☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

(11) Addresses for Notice:

FOR VENDOR:

5661 Perkins Road
Oxnard, CA 93033
Attn: Ron Norton, Account Manager

FOR CITY:

305 W. Third Street, East Wing, Third Floor
Oxnard, CA 93030
Attn: Brian Yanez, Assistance Public Works Director

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:

rnorton@ntlgreen.com or gilbert@ntlgreen.com

CITY'S PROJECT MANAGER:

brian.yanez@oxnard.org

The Agreement for Trade 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 Work, Scope of Services and General Requirements Exhibit
- ☒ Rates and Costs Exhibit
- ☒ Living Wage Policy Exhibit
- ☒ Prevailing Wages Exhibit
- ☒ Insurance Exhibit (INS-D)

Agreement No. **A-8208**

AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE 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) Vendor" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor 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. 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.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor 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.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor 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 Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor 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.

9. 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 or Department Director. Vendor hereby designates the person in the position listed in "(8) Vendor'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 Vendor.

10. Personnel. Vendor represents that it has or shall secure at its own expense all personnel required to perform the Services. Vendor shall make reasonable efforts to maintain the continuity of Vendor's staff who are assigned to perform the Services. Vendor may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Vendor'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 Vendor's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. 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. Vendor shall perform such work, and City shall pay for such additional work, in accordance with the Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Vendor 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 Vendor for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Vendor 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.

12. Advertising and Publicity. Vendor 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.

13. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Vendor in preparing its billings to City as a condition precedent to any payment to Vendor; or for other purposes relating to the Agreement. Vendor 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 Vendor for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Vendor 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. Vendor 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. Vendor shall include a copy of this Section in all contracts with its subcontractors, and Vendor 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.

14. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 15 calendar days from the date of the notice. Vendor may terminate this Agreement at any time, with or without cause and without penalty, upon 30 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 30 calendar days from the date of notice and only if all assignments accepted by Vendor 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 Vendor, City shall pay Vendor 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 Vendor receive an amount exceeding that which would have been paid to Vendor for the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

a. To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

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

c. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

16. Insurance. Vendor 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 Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Vendor shall, before performance of any Services pursuant to this Agreement, file with the 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 Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide renewal evidence may be considered a material breach of this Agreement.

17. 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 Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. 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. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor 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 17.

b. Vendor 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 Vendor 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 Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination 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 uncompleted Documents and Materials, without the written consent of Vendor, shall be at City's sole risk and without liability or legal exposure to Vendor.

d. Vendor 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. Vendor 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. Vendor 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, Vendor, 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 17 shall survive the termination of this Agreement.

18. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all 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 Vendor or is developed by Vendor in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Vendor without the written consent of the City, except as may be necessary for Vendor to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Vendor at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Vendor, (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 Vendor 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, Vendor 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.

d. Vendor 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 Vendor. Any relief granted shall be in addition to and not in lieu of any other legal or

equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. 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 Vendor in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 18 shall survive the termination of this Agreement.

19. Independent Contractor. Vendor 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 Vendor or any of its employees, except as stated in this Agreement. Vendor 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 Vendor, 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 Vendor wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Vendor from rendering any services for Vendor's own account or to any other person or entity as Vendor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Vendor shall perform for the City. Except as City's Project Manager specifies in writing, Vendor 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. Vendor and its employees are not employees of City. Vendor 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. Vendor 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. Vendor agrees to pay all required taxes on amounts paid to Vendor 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. Vendor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Vendor'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 Vendor under this Agreement any amount due to City from Vendor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

a. If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $16.19 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2020, 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 area relating to all urban consumers (CPI-U), index base 1982-84=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. If either the second or third option is selected in response to (10) on the Cover Page, in accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. The Vendor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.

21. Nondiscriminatory Employment. Vendor 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. Vendor understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Vendor shall be responsible for such subcontractor's compliance with this Section.

22. Vendor's Representations. Vendor represents, covenants and guarantees that: a) Vendor 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 Vendor's full performance under this Agreement; c) to the extent required by the standard of practice, Vendor 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, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor 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, Vendor 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 Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor 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 Vendor "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 Vendor has been retained pursuant to this Agreement.

25. Fictitious Name. If Vendor has a fictitious name, Vendor shall submit to City a new Fictitious Business Name Statement approved by any California county before Vendor'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. Vendor 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 Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

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

28. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Vendor.

29. 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.

30. 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.

31. Force Majeure. Neither City nor Vendor 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.

32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.

33. 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.

34. 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.

35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor 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.

36. 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.

37. 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 Vendor 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 Vendor, 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.

38. 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.

39. 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) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. 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 either of City or Vendor's Project Managers' emails listed in "(12) 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.

41. 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]

Agreement No. **A-8208**

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

☒ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Wilhitte, Purchasing Manager
☐ Buyer

ATTEST:

Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) 3-4-2020 Date

NATURAL GREEN LANDSCAPE, INC.

Gilbert Zaragoza, Jr., President,[2] Secretary, Treasurer 3/5/2020 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.

Agreement No. **A-8208**

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

☒ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Wilhitte, Purchasing Manager
☐ Buyer

NATURAL GREEN LANDSCAPE, INC.

Gilbert Zaragoza, Jr., President,[2] Date
Secretary, Treasurer

ATTEST:

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Agreement No. **A-8208**

SCOPE OF WORK, SCOPE OF SERVICES AND GENERAL REQUIREMENTS EXHIBIT

10.0 SCOPE OF WORK

Vendor shall furnish all horticultural supervision, labor material, equipment and transportation required to maintain the landscape areas in an attractive condition throughout the contract period, as specified herein.

10.1 Workforce

Contactor shall designate a qualified representative with experience in landscape maintenance. The workforce is to be personally presentable at all times. Vendor personnel shall present a neat appearance and be easily recognized as Vendor employees. The Vendor shall provide each employee with an identification badge and/or uniform. Identification badges may be worn on collared shirts or tee shirts with company logos. Long pants are required. No shorts, skirts, or open-toed shoes are allowed. All employees shall be competent and qualified, and shall be U.S. citizens or legal residents.

10.2 Materials

All materials shall conform to bid specifications. Vendor will meet all agricultural licensing and reporting requirements.

Vendor shall provide the following product data for the chemical pesticide to be used:

1. Safety Data Sheet (SDS)
2. Product Specimen Label
3. Registration with U.S. EPA and State Pesticide Regulatory Agency. Please provide evidence.

Vendor, at his/her own cost and expense, shall furnish all necessary equipment, labor, materials and incidentals necessary to perform landscape maintenance.

10.3 Licenses, Permits and Certifications

1. Vendor shall maintain a State Landscape Contractor's license (C-27). Vendor shall comply with all other license and permit requirements of the City, State and Federal governments, as well as all other requirements of law. Please provide evidence of a C-27 license.
2. Vendor must possess a valid California Department of Pesticide Regulation (Cal DPR) license prior to the bid date. Please provide evidence of license.
3. Vendor shall have a minimum of two (2) employees who are Cal DPR licensed pesticide applicators. Please provide evidence both licenses.
4. Vendor must employ at least one (1) Cal DPR licensed Agricultural Pest Control Advisor (PCA). Please provide evidence of license.
5. Vendor or his representative shall possess a valid Arborist Certification issued by the International Society of Arboriculture. Please provide evidence of certification.
6. Vendor must possess a current City of Oxnard Business Tax Certificate prior to start of the contract.

10.4 Taxes

Vendor agrees to pay all applicable taxes, including sales tax on material supplied, where applicable.

10.5 Notice of Defect

City shall give Vendor 48 hours to correct any problem or defect discovered in the performance of work required under this contract.

10.6 Interference

Vendor agrees to conduct the work required in such a manner as to cause the least amount of interference to the public.

10.7 Work Schedule

All Vendor work schedules shall conform to all applicable City Ordinances and shall be implemented in a manner to provide the desired level of service. All work schedules shall be approved in advance by the Project Manager of each Operation and may be modified at any time by each Project Manager for his/her Operation. Vendor shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take precautions required by all applicable governmental regulations. Vendor shall submit a work schedule for City approval prior to start of contract. Work schedule shall include details on work crew daily assignments, specifying the facilities which are to be serviced each day of the week.

10.8 Repair and Replacement

Vendor shall be fully responsible for any and all damage done to City and private property that resulted from Vendor's operations. This shall include, but not be limited to the repair or replacement of buildings and other improvements; and the repair, removal and replacement, at Vendor's expense, of shrubs, trees, vines, turf grass, groundcover or other landscape items that are lost or damaged due to negligence in pest and disease control practices, improper watering, fertilizing, herbicide damage, or lack of proper maintenance and operations. All plant replacements shall be in kind and size.

11.0 SCOPE OF SERVICES

A. Litter/Debris Control

All areas of maintenance responsibility, including paved parking which is not "on-street parking" (that is, street parking in front of a City building), drive ways, drop off areas and parking, shall be kept free of all trimmings, grass cuttings, dirt/mud, and litter, including broken glass or other such debris. All trimmings, litter and debris shall be removed and disposed of off-site at Vendor's expense. Litter/debris pick up and removal shall be done on weekly basis and shall include sidewalks adjacent to areas of responsibility. Curb/gutter areas are to be swept/vacuumed. Special emphasis on the Del Norte facility as this is a Waste Transfer Station and Litter is more prominent.

B. Irrigation

Irrigation shall be performed as required to maintain proper plant growth in all areas. Watering shall be accomplished at times of the day or night to ensure the health of all plants, and so that the inconvenience to people using the area will be kept at a minimum. Automatic irrigation shall normally take place at night or early morning hours. Any water runoff or overflow onto roadway, sidewalk and hard surface areas shall be kept at an absolute minimum so as not to cause any pedestrian and/or vehicular liabilities. An irrigation schedule of all areas shall be submitted to and approved in advance by the Project Manager of each Operation quarterly in January, April, July and October. The City reserves the right to require Vendor to change the watering schedule as necessary.

Irrigation water shall be carefully applied and in quantities required by the different plant species, time of the year, and other basic environmental factors. The effect of the watering program shall be checked weekly by Vendor. Vendor shall keep in mind water management and conservation efforts within the State of California.

Vendor shall be responsible for the maintenance and/or replacement of all irrigation systems and their parts. Included in the system are: electrical and battery-operated irrigation controllers, remote control valves, all valve boxes, gate valves, quick coupling valves, on-site water main lines, control wiring, lateral lines, all fitting and riser assemblies, hose bibs, sprinkler heads, drains and drain pipes and vandal-proof enclosures. Replacement of any irrigation items shall be with the same manufacturer and in accordance with the manufacturer's installation recommendations unless otherwise approved by the Project Manager of each Operation. All other irrigation replacement shall be subject to approval by the Project Manager of each Operation. All irrigation equipment shall be maintained in good working condition and shall function properly at all times. Vendor shall regularly inspect irrigation systems with no time interval between inspections exceeding seven calendar days. All supplies, equipment and parts shall be provided at Vendor's expense. All irrigation controllers shall be turned off during periods of rain by Vendor, turned on and reprogrammed at the completion of each rainy day.

C. Fertilization

All turf grass shall be fertilized by Vendor six times a year (July, September, November, January, March, May) on a schedule to be approved by the Project Manager of each Operation. All shrubbery and groundcover shall be fertilized three times a year (October, March and June). Fertilizer shall be delivered to the site in the original unopened container, bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or damaged, making it unsuitable for use, will not be accepted. Immediately following application at each site, the fertilizer shall be thoroughly watered into the soil. The Project Manager of each Operation shall be notified with a written schedule one week prior to the date of the application by Vendor. Such notification will be subject to approval by the Project Manager of each Operation.

The turf grass fertilizer shall be a complete commercial fertilizer, Best Turf Supreme 16-6-8 with micronutrients or approved equal, evenly broadcast at the rate of three (3) pounds per thousand square feet per application. The shrub/groundcover fertilizer shall be an organic type fertilizer, Gro Power Plus 5-3-1 or approved equal, evenly broadcast at the rate of ten (10) pounds per thousand square feet. Any deviation from this schedule requires the written approval of the Project Manager of each Operation. Vendor may be required to deviate from this schedule upon written notification by Project Manager of each Operation.

All palm trees shall be fertilized using a combination of blood meal and Agriform (slow release) tablets. Every four months (May, September, January), eight holes which are 2 inches in diameter by 12 inches deep shall be uniformly located around the base of the palm trees, filled with blood meal, then completely watered in. Once per year (April), six holes which are 3 inches in diameter by 18 inches deep shall be uniformly located around base of palm tree, one Agriform tablet placed inside, then completely watered in.

D. Soil Aerification

Vendor shall be responsible for soil aerification for all turf grass area two times per year, in October and May. Aerification shall be done with a power-driven aerifier using ½-inch coring line. The Project Manager of each Operation shall be notified with a written schedule one week prior to the date of aerification commencement.

E. Thatch Removal

Vendor shall be responsible for the removal of thatch buildup in the sod layer one time per year, in October. Thatch removal shall be performed with a power-driver Verti-cutting machine. All grass clippings associated with this process shall be removed from the site and disposed of at Vendor's expense. The October thatch removal shall precede the October aerification process. This verticutting shall be performed on all turf areas.

F. Pesticide Application

Vendor shall be responsible for the control and elimination of weeds, insects, rodents, diseases and any other pests affecting all plant material. Vendor shall possess all permits, licenses and certificates required by the State of California Department of Food and Agriculture, prior to the application of any pesticide. Any pesticide used shall be listed on the State of California Department of Food and Agriculture's approved list. All pesticide use reports shall be submitted to the Ventura County Agriculture Commissioner. Vendor will be responsible for obtaining the State-required written recommendations provided by a state-certified Pest Control Advisor. Recommendations need to be procured prior to application of materials. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Ventura County Agricultural Commissioner. In addition, all pesticides used must have the written approval of the Project Manager of each Operation prior to application. Vendor shall notify the Project Manager of each Operation three (3) days prior to application of pesticides. Upon completion of the application, Vendor shall submit to the Project Manager of each Operation a copy of all pesticide use reports. Vendor shall provide name and license number of personnel spraying chemicals.

G. Kikuyu Abatement Program

A Kikuyu Abatement Program shall be established by Vendor in accordance with guidelines set forth by the University of California Cooperative Extension Program.

H. Weed Control

All turf grass areas shall be kept weed-free at all times and treated for broadleaf weed control as needed, but a minimum of twice a year in the fall and spring, and with a product to be approved by

the Project Manager of each Operation. All shrub and flower beds and groundcover areas shall be kept in an aesthetically pleasing condition and free of weeds either manually, with mulch or with chemicals as approved by the Project Manager of each Operation.

All curbs/gutters, paved walkways/parking lots, stamped concrete, and joints adjacent to landscaped areas, fence lines, light standard bases, tree wells, open/vacant dirt and unpaved areas, buildings and structures, shall be free of all weeds. Pre and post emergent herbicides may be used for weed control upon prior approval of the Project Manager of each Operation.

I. Weed Abatement – **THIS IS AN "ON-CALL/AS-NEEDED" SERVICE AND ONLY PERTAINS TO VACANT DIRT LOTS**

Disk harrow work shall be completed so that all weeds, grass, crops or other vegetation or organic material which could be expected to burn, shall be substantially turned under so there is insufficient fuel to sustain or allow the spread of fire.

Removal of additional weeds along fence lines, curbs and gutters may have to be done by hand or mowing operations.
Mowing shall be completed so that weeds, grass or other vegetation or organic material which could be expected to burn is cut to a height of not more than three (3) inches.

Immediately prior to the commencement of work on each assigned parcel, the Vendor shall digitally photograph said parcel, producing colored photographs with the minimum dimensions of four (4) by six (6) inches. Said photographs shall show parcel identification number, date photographs were taken and weeks or debris to be abated. A minimum of five (5) photographs shall be taken to adequately show the condition of the parcel. All photographs shall be taken from a recognizable reference point.

Upon completion of the cleaning of the assigned parcel, Vendor shall take a minimum five (5) digital photographs of the assigned parcel, using the same reference point-to-point as used in taking the photographs required in above paragraph. Photographs shall also include parcel identification number and the date photographs were taken.

Vendor shall keep these specified photographs and shall have the photographs available for inspection at all times.

After completion of the abatement of assigned parcels, Vendor shall have ten (10) days to transmit the specified photographs along with the billing invoices for the work performed. Failure to forward both the photographs and invoices in the time allotted will result in nonpayment.
Weed abatement services are to be performed during business hours Monday through Saturday from 8:00 a.m. to 5:00 p.m. on an on-call/as needed basis as deemed by the Operations Manager. Del Norte is closed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

J. Vertebrate Control

A gopher problem is to be addressed daily until the problem is resolved. Written notification of the type of pesticide to be used and frequency of application must be submitted to the Project

Manager of each Operation for approval. All other vertebrate pest problems shall be handled on a case by case basis.

K. Pruning and Edging of Shrubs, Flowers and Groundcovers

Vendor shall be responsible for the pruning of all shrubs and groundcover. Shrubs shall be pruned as needed for natural shape, pest control, and safe flow of traffic to the satisfaction of the Project Manager of each Operation. Pruning shall be done according to the natural growth of each individual plant to maintain proper plant health by cutting out dead, diseased or injured wood and to control growth when an unshapely shrub might result. All plant growth shall be prevented from entering onto walkways, roadways, hard surface areas, and along fences and walls. Faded or dead flower heads or their stalks and plant leaves shall be removed on a weekly basis. This is of particular concern for such plant types as Agapanthus, Limonium, Morea and Hemerocallis. Removal shall be done in a manner so as not to damage remaining or new flower buds from coming into bloom. Edging shall not be done by chemical methods, unless a growth retardant is approved by the Project Manager of each Operation. Vines on walls shall be maintained at a height even with the top of the wall and at a depth no greater than 4" from wall.

L. Mowing and Edging of Turf

Vendor shall be responsible for mowing and edging all turf grass. The turf grass shall be mowed to maintain a height of no more than 2 inches or less than one inch. Site specific mowing height shall be designated by the Project Manager of each Operation. Mowing shall occur once a week. All turf grass shall be edged along sidewalks and paved and hard surface areas as necessary to prevent overgrowth. Edging shall not be done by chemical methods, unless an approved growth retardant is authorized by the Project Manager of each Operation. Vendor shall pick up and dispose of grass clippings after each mowing operation; or a mulching deck may be utilized upon approval by Project Manager of each Operation.

M. Tree Maintenance

Vendor or his representative shall possess a valid Arborist Certification issued by the International Society of Arboriculture. This arborist must oversee all pruning work including root pruning and certify all work meets contract requirements. All pruning work shall conform to the current 1995 ANSI A300 standards in conjunction with International Society of Arboriculture Publication "Tree Pruning Guidelines." Pruning, shaping and structuring of trees shall be done once every year, and root pruning as needed.

All trees on premises shall be pruned annually; however, coral trees (Erythrina caffra) shall be pruned twice a year to remove cross branching and to provide shape and proper branch structuring. Any removal of trees must first be approved by the Project Manager of each Operation or his/her representative. No topping of trees will be allowed. Tree pruning shall be done to prevent encroachment of walkways, streets and to preclude obstruction of signs. Vendor shall cut to laterals to preservice the natural form of the tree and remove lateral branches at their point of origin or shorten the length of a branch by cutting to a lateral, which is large enough to assume leadership. When cutting back, vendor shall avoid cutting back to small suckers and remove smaller limbs and twigs in such a manner as to leave the foliage pattern evenly distributed. Water sprout growth on trunk and in main crotch and sucker growth shall be removed throughout the

year. A four (4) inch ring of bare soil or mulch will be maintained around each tree to prevent string trimmer/mower damage and competition from turf/groundcover roots.

Vendor shall provide proper watering of all trees, whether done by automated irrigation systems or manually with the use of hoses. Trees shall be maintained in an erect, upright manner and shall be staked as necessary to maintain this position. Vendor shall follow the attached tree staking detail (Attachment 2). Vendor shall remove or loosen any and all tree stakes and/or ties before damage to the trunk is caused by girdling. Vendor shall take all precautions necessary to prevent damage to trees by any device used to accomplish the terms of the contract.

Street trees are to be maintained with a three (3) foot basin covered with three (3) inches- five (5) inches of mulch. Mulch shall not contact the base of the tree.

Palm trees on premises shall be pruned twice a year. Dead or dying palm fronds, fruit clusters and other vegetation from the trunks of all palms shall be removed and disposed of on a once per week basis. Dead or dying palm fronds, fruit clusters and other vegetation from the trunks of all palms shall be removed/pruned such that the remaining cut frond stub is cut as close to the trunk of the palm as possible without cutting into the trunk. All pruning includes structural pruning, crown raising, crown cleaning and crown reduction and all cuts shall adhere to ANSI A300 standards and ISA tree pruning guidelines.

Vendor shall be responsible for all current and future trees planted.

N. Landscape Replacement

Landscape areas which fail to perform well and which are not the result of Vendor or his maintenance/horticultural practices shall be replanted. These areas shall be identified on a semi-annual basis (twice per year) and submitted in writing to the Project Manager of each Operation or his representative for review and authorization for replanting. When authorized by the Project Manager of each Operation or his representative, the work shall be performed by Vendor who then shall be compensated by the City on a time and material basis.

O. As Needed Tasks

Items such as the following may be required above and beyond routine tasks: mulch installation/replacement, litter/debris control, irrigation, weed control, vertebrate control, pruning and edging of shrubs, flowers and groundcovers, mowing and edging of turf, tree maintenance and landscape replacement. When authorized by the Project Manager this Operation or his representative, the work shall be performed by Vendor who then shall be compensated by the City on a time and material basis.

P. Vandalism, Theft and Graffiti

Vendor shall repair, remove, replace or otherwise correct items affected by vandalism, theft or graffiti. Such items for repair, removal, replacement or other corrective measures resulting from vandalism, theft, and graffiti include but are not be limited to: shrubs, trees, vines, turf, groundcovers, irrigation controllers, remote control valves, valve boxes, gate valves, quick coupling valves, on-site water main lines, control wiring, lateral lines, fittings, risers, hose bibs, sprinkler heads, enclosures, etc.

Q. Storm Damage

Vendor shall correct and repair all storm damage incurred throughout the year by trees, shrubs, mud on sidewalks/gutters/etc.

R. Water and Electrical Costs

The City shall be responsible for paying all water and electrical costs at the site; however, Vendor shall make every effort to conserve these resources.

S. Inspections

Vendor or representative shall be available to perform regular inspections of each location with the Project Manager of the Operation or his representative. Inspections shall occur once per month at an agreed upon date and time.

T. Response and Inquiries

Vendor shall be required to respond (within 2 hours) to any inquiries, telephone calls, and emergency situations emanating from City staff. Vendor shall have the ability to be contacted by phone, paging service or portable phone, from his office whenever such situations occur during business hours. Vendor shall have sufficient staff available to respond to emergencies such as emergency tree work, on-site water main break and irrigation failure.

U. Warranties

Vendor shall warranty all replacement trees, equipment and replacement irrigation items for a period of one year from date of installation and all replacement shrubs and groundcovers for a period of 120 days from date of installation.

12.0 GENERAL REQUIRMENTS

12.1 Supervision

Vendor will assign a supervisor and lead person to this contract and one or both are required to be present during all scheduled working hours and special work assignments. The lead person is required to speak, read and understand English. Site supervisor or lead person will carry a cell phone and/or pager by which the City staff will be able to communicate with him/her.

12.2 Staffing

A fully qualified force shall be maintained throughout the period of the contract with a sufficient number of workers to perform all required services in a timely manner. All personnel will receive close and continuing first line supervision. Additionally, all personnel shall maintain a courteous and respectful attitude toward the public at all times.

12.3 Employee Conduct

Employees of Vendor while performing work under this contract will not:

1. Be accompanied in their work area by acquaintances, family members, assistants, or any other person unless such person is an on-duty authorized Vendor employee.
2. Remove any City property or personal property, equipment, monies, form or any other item from the facilities.
3. Engage in horseplay or loud boisterous behavior.
4. Be under the influence of alcohol or drugs.
5. Gamble.
6. Smoke in any building.
7. Use any City telephone except those designated by the City for purposes of business under this contract, except to report need of medical aid, fire, or need of law enforcement (dial 911).

12.4 Employee Removal

The City reserves the right to reject any representative of Vendor's work force. It shall be Vendor's responsibility to replace such rejected workers in a manner that will not affect the execution of the contract responsibilities as specified in the contract document. Vendor shall in no way interpret such removal to require dismissal or other disciplinary action of the employee.

12.5 Employee Appearance and Identification

Vendor personnel shall present a neat appearance and be easily recognized as Vendor employees. The Vendor shall provide each employee with an identification badge and/or uniform. Long pants are required. No shorts, skirts, or open-toed shoes are allowed.

12.6 Quality Control Program

Vendor shall provide and maintain a Quality Control program for all work specified. Vendor shall provide a copy of quality control procedures, safety procedures, and improvement programs currently in place.

12.7 Employment Practices

Vendor shall provide the firm's employment policies and procedures, as well as any equal employment opportunity and affirmative action policies. In addition, include a summary of the firm's training and injury/illness prevention programs.

12.8 Property Damages

The Vendor will be responsible for any damage to facilities or contents during the performance of the contract. In the event that there is damage to City property, the Vendor's supervising employee will immediately report the incident to the appropriate Manager verbally and in writing. Any such damage will be repaired by the Vendor at his/her expense and to the satisfaction of the City.

12.9 Quantity

Exact quantities may vary from the estimates given, and may be increased or decreased to meet the City's requirements. No minimum is guaranteed.

12.10 Labor Strike

It is the Vendor's responsibility to provide continuous maintenance services, without interruption, to all building and facilities specified herein. In the event of a labor action, the Vendor shall provide other means, at the Vendor's expense, to provide continuous and comparable service. Failure to do so will cause the City to take whatever action is necessary to provide the service, with any cost above and beyond the Vendor's normal rates (which will be deducted from the Vendor's payment) to the City being borne by the Vendor.

12.11 Invoicing

Separate invoices shall be provided for each operation. Each invoice shall include the following:

- Days and dates of services
- Number of employees including employee title
- Employee rate per hour
- Equipment rate cost for each site per visit

Eight (8) invoices will be provided as follows:

1. Water Operations – Water Campus and Blending Stations Nos. 2, 3, 4 and 5
2. Water Operations – Vacant Lot located at 167 S. Hayes Avenue
3. Recycled Water Operations – Advanced Water Purification Facility
4. Wastewater Operations – Wastewater Treatment Plant
5. Environmental Resources – Del Norte Regional Recycling and Transfer Station
6. Environmental Resources – Vacant Dirt Lot on corner of Del Norte and Fifth Street
7. Oxnard Transit Center
8. Oxnard Police Department Sturgis Annex

Agreement No. **A-8208**

RATES AND COSTS EXHIBIT

LOCATION	ADDRESS	FREQUENCY	SECTIONS	Cost
1. Water Campus	251 S. Hayes Ave	Bi-Weekly	A B C E H K M N O P Q R S T U	$600.00 - monthly
2. Water Division Vacant Lot	167 S. Hayes Ave	On-call/As needed	Section I only	$400.00 - monthly
3. Wastewater Treatment Plant	6001 Perkins Rd	3 days a week	A B C D E F H J K L M N O P Q R S T U	$3,000.00 - monthly
4. Advanced Water Purification Facility (AWPF)	5700 Perkins Rd	Bi-Weekly	A B C D E F H J K L M N O P Q R S T U	$700.00 - monthly
5. Blending Station No. 2	1061 Richmond Ave	Once a month	A F H O S T	$150.00 - monthly
6. Blending Station No. 3	1700 Solar Dr	Bi-Weekly	A B C F H K M N O P Q R S T U	$600.00 - monthly
7. Blending Station No. 4	3637 N. Rose Ave	Once a month	A B C F H K M N O P Q R S T U	$175.00 - monthly
8. Blending Station No. 5	980 E. Pleasant Valley Rd	Bi-Weekly	A B C F H K M N O P Q R S T U	$150.00 - monthly
9. Oxnard Police Dept. Sturgis Annex	3001 Sturgis Rd	Once a month	A B C D E F G H J K L M N O P Q R S T U	$700.00 - monthly
10. Oxnard Transit Center (OTC)	201 E. Fourth St	Once a week	A B C D E F G H J K L M N O P Q R S T U	$1,500.00 - monthly
11. Del Norte Recycling & Transfer Station	111 Del Norte Bl	Once a week	A B C D E F G H J K L M N O P Q R S T U	$1,500.00 - monthly
12. Vacant Dirt Lot	Del Norte/Fifth St	On-call/As needed	Section I only	$2,500.00 - on call

Agreement No. **A-8208**

LIVING WAGE POLICY EXHIBIT

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, Vendor 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 area relating to all urban consumers.

3. A service contractor executing a service contract with the City for which the City will pay the contractor $25,000 or more during the contract term shall be subject to the Living Wage Policy.

4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is $25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.

5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.

8. If Vendor 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.

Agreement No. **A-8208**

Exhibit 1

Living Wage Policy

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

A. 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 the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than $16.19 per hour for each hour that such employee provides services under this Agreement. 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 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.

Agreement No. **A-8208**

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2019

42. 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 **$16.19 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2020, 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 area relating to all urban consumers (CPI-U), index base 1982-84=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 5 of the Agreement for Trade Services.

Agreement No. **A-8208**

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq*. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is 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 currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day's work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Vendor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

Exhibit INS-D

INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS (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 $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 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.

1. 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-D. 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

2. 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.

3. 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-D 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 <u>and</u> CG 2037).**

4. 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.

5. 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.

6. 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.

2/20

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-D.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 PRODUCTS COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $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 Agreement				Minimum coverage Each consultant/ & listed sub-consultant	$1,000,000 $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 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

SAMPLE

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

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)

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

COVERAGES	LIABILITY LIMITS IN THOUSANDS $ EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
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:

NAMED INSURED

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)

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 _____

Natural Green Landscape response to
PW20-26: Landscape Maintenance Services at Various Locations

https://oxnardca.civicclerk.com/Web/GenFile.aspx?ad=3529

CITY OF OXNARD CALIFORNIA

REQUEST FOR CLARIFICATION NO. 1
LANDSCAPE MAINTENANCE SERVICES
FOR VARIOUS LOCATIONS
February 4, 2020

CERTIFICATION OF RECEIPT OF CLARIFICATION (RFC-COVER PAGE)

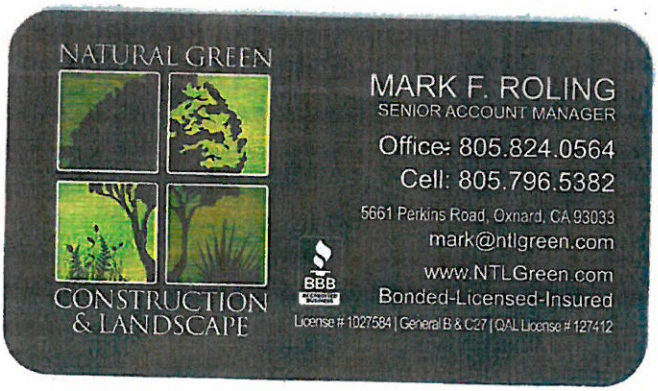
I certify that I have received this (RFC) on behalf of the company listed below.

Signed: Mark F. Roling Dated: 2-5-20

Print Name: MARK F. ROLING Title: SENIOR ACCOUNT MANAGER

Company: NATURAL GREEN LANDSCAPE

Email: MARK@NTLGREEN.COM



REQUEST FOR CLARIFICATION NO. 2

1.0 This Request for Clarification (RFC) is considered to be part of the Solicitation. All other terms of the RFP remain unchanged and in effect. This RFC is intended to solicit additional information in regard to the quote/proposal submitted by the Vendor of the above referenced solicitation. Any information contained herein will be considered part of the Vendor's quote/proposal and as such will be used in the evaluation of the bid responses.

1.1 The request in this RFC is primarily the result of your company's response to Solicitation PW20-26 Landscape Maintenance Services for Various Locations.

1.2 Receipt of Clarification Request Cover Page
To verify that you have received a copy of this RFC, please sign the cover page of this RFC and return it no later than February 12, 2020, by email (as a PDF with signature) is acceptable and with a hard copy to follow in the mail as optional.

1.3 Please submit the signed response via email to Eric Hernandez at eric.hernandez@oxnard.org (which states in the subject line: **"Request for Clarification No. 1, Solicitation # 20-26".**

2.0 GENERAL REQUIREMENTS & RESPONSE SUBMITTAL

2.1 Procedures for Submitting Response to Request for Clarification
All responses must be submitted in accordance with the standards and specifications contained within this Request for Clarification (RFC) and must be returned with the certification of receipt cover page to meet the requirements specified.

The cover page must be signed appropriately and completed with the date, company name, and name and title of a company officer/owner authorized to sign on behalf of the company.

2.2 Signature on Response

a) A cover page, which shall be considered an integral part of the response, shall be signed by individual(s) who is/are authorized to bind Vendor contractually. Each authorized individual must include printed name, signature(s) and indicate the classification or position that the individual(s) hold in the firm.
b) The Vendor must provide only the information requested in this RFC, and must not provide any information different from what is specifically requested or which in any other way supplements or changes the Vendor's proposal.

3.0 Clarification questions from the City:

Please provide updated cost for: Location 1. Water Campus, Location 2. Water Division Vacant Lot and Location 10. Oxnard Transit Center (OTC). Also verify unit cost on attachment A of the RFB (per month or per each request)

Vendor's Response: SEE ATTACHED

M

City of Oxnard
Purchasing Department

Solicitation #PW20-26
Bid Close Date: 12/16/19 at 2:00 pm PT

ATTACHMENT A
COMPENSATION SCHEDULE

The above-named bidder having examined the proposed Contract Documents and having visited the all sites and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, supplies and equipment, and to perform operations necessary to complete the work as required by proposed Contract Documents.

Scheduled Landscape Maintenance

LOCATION	ADDRESS	FREQUENCY	SECTIONS	Cost	
1. Water Campus	251 S. Hayes Ave	Bi-Weekly	A B C E H K M N O P Q R S T U	$600.00	
2. Water Division Vacant Lot	167 S. Hayes Ave	On-call/As needed	Section I only	$400.00	
3. Wastewater Treatment Plant	6001 Perkins Rd	3 days a week	A B C D E F H J K L M N O P Q R S T U	$3,000.00	
4. Advanced Water Purification Facility (AWPF)	5700 Perkins Rd	Bi-Weekly	A B C D E F H J K L M N O P Q R S T U	$700.00	
5. Blending Station No. 2	1061 Richmond Ave	Once a month	A F H O S T	$150.00	
6. Blending Station No. 3	1700 Solar Dr	Bi-Weekly	A B C F H K M N O P Q R S T U	$600.00	
7. Blending Station No. 4	3637 N. Rose Ave	Once a month	A B C F H K M N O P Q R S T U	$175.00	
8. Blending Station No. 5	980 E. Pleasant Valley Rd	Bi-Weekly	A B C F H K M N O P Q R S T U	$150.00	
9. Oxnard Police Dept. Sturgis Annex	3001 Sturgis Rd	Once a month	A B C D E F G H J K L M N O P Q R S T U	$700.00	
10. Oxnard Transit Center (OTC)	201 E. Fourth St	Need pricing for Once a week and Bi-Weekly	A B C D E F G H J K L M N O P Q R S T U	1 x wk $1500	Bi-Weekly $1200
11. Del Norte Recycling & Transfer Station	111 Del Norte Bl	Once a week	A B C D E F G H J K L M N O P Q R S T U	$1,500.00	
12. Vacant Dirt Lot	Del Norte/Fifth St	On-call/As needed	Section I only	$2,500.00	

*For Sections column above, please refer to 11.0 Scope of Services beginning on page 9

Bid Tabulation Sheet
Solicitation # PW20-26
Prepared by: Eric Hernandez
Date: 01/14/20

		Natural Green Landscape	**Monthly Cost**	**Annual Cost**	**3 Year Term Cost**	**GreenCoast Landscapes Inc.**	**Garcia's Landscaping & Maintenance Inc.**
Location	***Frequency***	***Cost***				***Cost***	***Cost***
Water Campus	Bi-Weekly	$600.00	$600.00	$7,200.00	$21,600.00	$1,627.00	$4,350.00
Water Division Vacant Lot	On-call/As needed	$400.00	$400.00	$4,800.00	$14,400.00	$205.00	$340.00
Wastewater Treatment Plant	3 days a week	$3,000.00	$3,000.00	$36,000.00	$108,000.00	$2,875.00	$8,640.00
Advanced Water Purification Facility (AWPF)	Bi-Weekly	$700.00	$700.00	$8,400.00	$25,200.00	$1,350.00	$1,400.00
Blending Station # 2	Once a month	$150.00	$150.00	$1,800.00	$5,400.00	$220.00	$875.00
Blending Station # 3	Bi-Weekly	$600.00	$600.00	$7,200.00	$21,600.00	$775.00	$1,450.00
Blending Station # 4	Once a month	$175.00	$175.00	$2,100.00	$6,300.00	$315.00	$475.00
Blending Station # 5	Bi-Weekly	$150.00	$150.00	$1,800.00	$5,400.00	$270.00	$230.00
Oxnard Police Dept. Sturgis Annex	Once a month	$700.00	$700.00	$8,400.00	$25,200.00	$495.00	$1,375.00
Oxnard Transit Center (OTC)	Once a week *	$1,500.00	$1,500.00	$18,000.00	$54,000.00	$2,550.00	$4,320.00
	Bi-Weekly**	$1,200.00	$0.00	$0.00	$0.00	$2,750.00	$2,700.00
Del Norte Recycling & Transfer Station	Once a week	$1,500.00	$1,500.00	$18,000.00	$54,000.00	$1,650.00	$4,725.00
Vacant Dirt Lot	On-call/As needed	$2,500.00	$417.00	$5,004.00	$15,012.00	$1,150.00	$3,600.00
	Total *	**$11,975.00**	**$9,892.00**	**$118,704.00**	**$356,112.00**	**$13,482.00**	**$31,780.00**
	Total**	**$11,675.00**				**$13,682.00**	**$30,160.00**

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.7

DATE: July 21, 2020

TO: City Council

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

SUBJECT: Award Agreement A-8220 to Toro Enterprises, Inc. for Arterial Street Resurfacing Project at Various Locations PW 20-28.

RECOMMENDATION

That the City Council approve and authorize:
1. The Mayor to award and execute Agreement A-8220 with Toro Enterprises, Inc. for $2,847,918.65 for the Arterial Street Resurfacing Project at Various Locations;
2. A Project contingency amount of $284,791 for the Arterial Street Resurfacing Project at Various Locations Project No. 183113, 203006, 203007, 206901; and
3. A Project allocation of $284,791 for engineering, inspection, survey and project management for the Arterial Street Resurfacing Project at Various Locations Project No. 183113, 203006, 203007, 206901.

BACKGROUND

The Arterial Street Resurfacing Project ("Project") consists of furnishing all necessary labor, materials, equipment and other incidental and appurtenant work for the full-width mill of existing asphalt concrete pavement and repaving with Asphalt Rubber Hot Mix asphalt concrete along Saviers Road from Hueneme Road to Pleasant Valley Road, micro surfacing of existing asphalt concrete pavement along Rose Avenue, from Pleasant Valley Road to Fifth Street, and along Rice Avenue from Fifth Street to Gonzales Avenue. It also includes the improvement of storm drainage at the River Ridge Golf Course maintenance road. The aforementioned work includes the placement and compaction of asphalt rubberized concrete, the installation of asphalt concrete leveling course and patching of longitudinal cracks for preparation of existing asphalt concrete pavement, concrete works, installation of portland cement concrete curb, adjustment of utility covers to finished grade, and traffic re-striping.

The City uses a Pavement Management System (PMS) to assist with tracking inventory, storing work history and furnishing budget estimates to optimize funding for improving the city's pavement system as well as identifying candidate streets for potential repair and maintenance based on the Pavement Condition Index (PCI). The PCI is a numerical index between 0 and 100, which is used to indicate the general condition of a pavement section. The PMS uses a variety of measurements to determine the PCI including:

• How many cracks there are in a mile of pavement
• How deep and long those cracks are
• What the crack pattern is
• What percentage of a road segment displays deficiencies

Furthermore, crack and deficiency patterns include:

• Alligator cracking

• Block cracking
• Longitudinal cracking
• Transverse cracking

The patterns and the percentage of roadway segment affected are entered into the PMS and a PCI is generated. Based on the PMS, the Arterial Resurfacing Project includes the following streets:

Arterial Street Resurfacing

Street Name	Begin	End	Average PCI	Lane Miles
Rice Ave	E 5th St	E Gonzales Rd	17	8.99
Rose Ave	E Pleasant Valley Rd	E 5th St	62	10.80
Saviers Rd	Hueneme Rd	Pleasant Valley Rd	44	1.93
		Total		**21.72**

Separately, we have included the following drainage improvement as part of this Project:

River Ridge Golf Course Storm Drainage Improvement Project

Storm Drainage	Begin	End	Type	Linear Feet
6-Inch Concrete Swale	Sta 0+00	Sta 11+22	3-Ft Type E Curb	1,122
		Total Area	**3,366 Sq. Ft.**	**1,122**

The various projects were packaged into the Arterial Resurfacing Project for cost saving purposes. This will be achieved through economies of scale. It is anticipated that there is a reduced cost for items such as mobilization and demobilization, traffic control & public safety, stormwater management, and materials on a cost per lane mile basis. For this reason, the Public Works Department continues on similarly packaging various street resurfacing projects moving forward.

The work is tentatively scheduled to begin in August 2020 and to be completed within one hundred (100) working days (Work at Saviers Road to be completed within thirty (30) Working Days. Work at Rice Avenue. to be completed within thirty-five (35) Working Days. Work at Rose Avenue to be completed within thirty-five (35) Working Days. Work at River Ridge Golf Course to be completed within twenty (20) Working Days. Schedules may overlap). The Project Manager and City Inspector will work closely with the various neighborhood councils, businesses, and any other affected entities to keep them informed of the schedule. Additionally, door hanger notices will be placed at all of the residences within the Project area and signs will be posted along the work route.

CIP References:

Project No. **183113** - Rice Ave Street Resurfacing - CIP 2019-2024 - Adopted April 2, 2019 - Page 141.

Project No. **203006** - Rose Ave Street Resurfacing - CIP 2019-2024 - Adopted April 2, 2019 - Page 144.

Project No. **203007** - Saviers Rd Street Resurfacing - CIP 2019-2024 - Adopted April 2, 2019 - Page 148.

Project No. **206901** - River Ridge Golf Course Storm Drainage Improvement - CIP 2019-2024 - Adopted April 2, 2019 - Page

142.

DISCUSSION

This notice inviting formal bids (NIFB) on the project was initially published on April 9, 2020, with bids due on April 29, 2020. The City received the bids listed below:

Toro Enterprises, Inc.: $2,847,918.65
Granite Construction Company: $3,554,493.00

The lowest bidder for this project is Toro Enterprises and its bid is responsive to the City's NIFB. Following this determination, staff reviewed all documentation received from the contractor and its subcontractors, verified possession of required current 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). At this time the contractor or its subcontractor are believed to be legally responsible, which means trustworthy and fit and capable to satisfactorily complete the Project. Thus, it is recommended that the City Council award the contract for this project to Toro Enterprises, Inc.

In addition to the contract amount, an additional $284,791 is required for construction contingency (10% of the contract value) and $284,791 for the cost for engineering support services and city staff time (10% of the contract value) to perform engineering, inspection, survey and project management (EISPM) services specific to this project during construction. The total estimated cost of this phase of the Project is $3,417,500.65 (base bid + contingency + EISPM).

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 total cost for this phase of the Project is $3,417,500.65 which includes the Toro Agreement A-8220 for $2,847,918.65 and $569,582 in both project contingency and EISPM funds. As of the date of this staff report, there is $3,770,277 in available funds for this Project as reflected in the following table.

Project Number	Fund Number	Fund Name	Available Appropriations
183113	105	STREET MAINTENANCE	$1,010,000
183113	181	GAS TAX	$390,000
183113	611	W/W COLLECTION OPERATING	$245,058
203006	105	STREET MAINTENANCE	$938,728
203007	315	TAB HERO	$1,087,985
206901	651	GOLF COURSE OPERATING	$98,506
		TOTAL AVAILABLE APPROPRIATIONS	**$3,770,277**

COMMITTEE OUTCOME

This item did not originate in Committee, as these are construction contract awards for projects specifically listed in the FY 2019-20 CIP. A complete listing and page references are provided in the Discussion section.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. A-8220 Toro Arterial Streets
2. Bid Tabulation Arterial Streets PW 20-28
3. Arterial Street Resurfacing Project Map

CITY OF OXNARD CONTRACT FOR
ARTERIAL STREET RESURFACING PROJECT AT VARIOUS LOCATIONS
SPECIFICATION NO. PW 20-28

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 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 Arterial Street Resurfacing Project at Various Locations Specification No. PW 20-28 ("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 two million eight hundred forty seven thousand nine hundred eighteen dollars and sixty five cents ($2,847,918.65) 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 on following page]

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

CITY OF OXNARD

☒ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Purchasing Manager
☐ [name] , Buyer

ATTEST:

Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date

TORO ENTERPRISES, INC.

Sean Castillo, President[2] Date

Jerry Hannigan, Secretary 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.

Agreement No. A-8220

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-8220
   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.

5/20

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 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** [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR. [x] 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** [x] 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-8220
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

Telephone:

NAMED INSURED

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)

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-8220
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 ACity@)

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

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)

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: Insurance Compliance
Reference No. A-8220
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 _____
_____
_____("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as ARTERIAL STREET RESURFACING PROJECT AT VARIOUS LOCATIONS SPECIFICATION NO. PW 20-28.

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 _____

_____

_____ ("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as ARTERIAL STREET RESURFACING PROJECT AT VARIOUS LOCATIONS SPECIFICATION NO. PW 20-28.

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 ARTERIAL STREET RESURFACING PROJECT AT VARIOUS LOCATIONS SPECIFICATION NO. PW 20-28

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, 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:

SCHEDULE 1 BASE AMOUNT:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization/Demobilization (not to exceed 5% of the Total Base Bid Amount)	1001-3	LS	LUMP SUM	100,000	100,000
2	Traffic Control And Public Convenience And Safety	1505-4	LS	LUMP SUM	485,000	485,000
3	Storm Water Pollution Prevention Plan	1800-3	LS	LUMP SUM	22,000	22,000
	SAVIERS RD					
4	Cold Mill AC Pavement (3" Max)	1110-3	SQYD	21,000	2.40	50,400
5	Unclassified Excavation	1120-4	CY	50	100	5,000
6	Class 2 Aggregate Base	1130-4	TON	80	75	6,000
7	Asphalt Rubber Hot Mix (ARHM-GG-C PG 64-16)	1152-10	TON	2,364	112	264,768
8	Remove And Replace PCC Sidewalk	1174-6	SQFT	1,800	12	21,600
9	Grind PCC Sidewalk	1174-6	SQFT	65	45	2,925
10	Remove And Replace PCC Curb And Gutter (A2-6)	1174-6	LF	100	85	8,500
11	Install 24-Inch Root Barrier	1174-6	LF	60	45	2,700
12	Install/Remove And Replace PCC Curb Ramp With Detectable Warning Surface Tiles	1174-6	SQFT	400	20	8,000

13	Adjust Manhole Cover To Finished Grade	1185-4	EA	9	1,750.-	15,750.-
14	Adjust Water Valve Cover To Finished Grade	1185-4	EA	12	965.-	11,580.-
15	Adjust Survey Monument Cover To Finished Grade	1185-4	EA	1	2,000.-	2,000.-
16	Adjust Water Meter Box To Finished Grade	1187-4	EA	5	670.-	3,350.-
17	6" Solid White Thermoplastic Stripe	1515-4	LF	550	0.50	275.-
18	12" Solid White Thermoplastic Stripe	1515-4	LF	455	2.65	1,205.75
19	Detail 9 Thermoplastic Stripe	1515-4	LF	3,760	0.50	1,880.-
20	Detail 25A Thermoplastic Stripe	1515-4	LF	4,770	0.80	3,816.-
21	Detail 37B Thermoplastic Stripe	1515-4	LF	350	1.05	367.50
22	Detail 38 Thermoplastic Stripe	1515-4	LF	910	1.05	955.50
23	Detail 39 Thermoplastic Stripe	1515-4	LF	8,100	0.50	4,050.-
24	Detail 39A Thermoplastic Stripe	1515-4	LF	700	0.50	350.-
25	Detail 40 Thermoplastic Stripe	1515-4	LF	50	0.70	35.-
26	Bike Lane Symbol And Arrow Thermoplastic Pavement Marking	1515-4	EA	6	90.-	540.-
27	Type IV Arrow Thermoplastic Pavement Marking	1515-4	EA	12	80.-	960.-
28	Install Blue RPM	1515-4	EA	8	8.50	68.-
29	Paint Curb Red	1515-4	LF	360	1.05	378.-
30	Install Type D Loop Detector	1520-23	EA	3	610.-	1,830.-
31	Install Type E Loop Detector	1520-23	EA	6	610.-	3,660.-
32	Install R3-7 Sign	1530-4	EA	1	210.-	210.-

33	Install W73A (CA) Sign	1530-4	EA	1	265.-	265.-
34	Install/Remove And Replace Street Sign Post	1530-4	EA	2	131.-	262.-
35	Furnish And Install Detectable Warning Surface Tiles	1901-4	SQFT	144	35.-	5,040
		ROSE AVE				
36	Cold Mill AC Pavement (2" Max)	1110-3	SQYD	6,500	4.35 S: ~~3.60~~	28,275.- ~~23,400~~.- S.C.
37	Unclassified Excavation	1120-4	CY	100	85.-	8,500.-
38	Class 2 Aggregate Base	1130-4	TON	100	65.-	6,500.-
39	Asphalt Concrete, Type III (DGAC-C2 PG 64-10)	1150-10	TON	800	117-	93,600-
40	Asphalt Concrete, Type III (DGAC-D2 PG 64-10)	1150-10	TON	250	190-	47,500-
41	Crack Seal	1155-4	LB	11,000	6.25	68,750-
42	Micro-Surfacing (Type II)	1163-7	TON	950	395-	375,250-
43	Remove And Replace PCC Sidewalk	1174-6	SQFT	1,900	12.-	22,800.-
44	Grind PCC Sidewalk	1174-6	SQFT	100	45.-	4,500.-
45	Remove And Replace PCC Curb And Gutter (Type A2-6)	1174-6	LF	250	100.-	25,000.-
46	Remove And Replace PCC Curb (Type A1-6)	1174-6	LF	20	86.-	1,720.-
47	Remove And Replace PCC Cross Gutter and Spandrel	1174-6	SQFT	3,000	24.-	72,000.-
48	Install 24-Inch Root Barrier	1174-6	LF	100	50.-	5,000.-
49	Install/Remove And Replace PCC Curb Ramp With Detectable Warning Surface Tiles	1174-6	SQFT	1,250	20.-	25,000.-
50	Install Bike Lane Symbol And Arrow Thermoplastic Pavement Marking	1515-4	EA	39	90.-	3,510.-
51	Install Bike Loop Detector Symbol Thermoplastic Pavement Marking	1515-4	EA	2	70.-	140.-
52	Install "ONLY" Thermoplastic Pavement Marking	1515-4	EA	1	100.-	100.-

53	Install "SCHOOL" Thermoplastic Pavement Marking	1515-4	EA	5	131.-	655.-
54	Install "RR-XING" Thermoplastic Pavement Marking	1515-4	EA	7	210.-	1,470.-
55	Install 24" RR-Xing Transverse Line Thermoplastic Pavement Marking	1515-4	LF	80	5.25	420.-
56	Install Type IV Arrow Thermoplastic Pavement Marking	1515-4	EA	83	80.-	6,640.-
57	Install Type VI Arrow Thermoplastic Pavement Marking	1515-4	EA	2	90.-	180.-
58	Install U-Turn Arrow Thermoplastic Pavement Marking	1515-4	EA	1	80.-	80.-
59	Install 24" Yellow Crosswalk Ladder Type Thermoplastic Pavement Marking	1515-4	SQFT	680	5.25	3,570.-
60	Install 12" Solid White Thermoplastic Stripe	1515-4	LF	6,500	2.65	17,225.-
61	Install 6" Solid White Thermoplastic Stripe	1515-4	LF	4,150	0.50	2,075.-
62	Install Detail 9 Thermoplastic Stripe	1515-4	LF	26,000	0.47	12,220.-
63	Install Detail 22 Thermoplastic Stripe	1515-4	LF	200	2.10	420.-
64	Install Detail 25A Thermoplastic Stripe	1515-4	LF	1,800	0.80	1,440.-
65	Install Detail 27 Thermoplastic Stripe	1515-4	LF	200	2.10	420.-
66	Install Detail 27B Thermoplastic Stripe	1515-4	LF	1,750	0.55	962.50
67	Install Detail 37B Thermoplastic Stripe	1515-4	LF	1,250	1.05	1,312.50
68	Install Detail 38 Thermoplastic Stripe	1515-4	LF	7,100	1.05	7,455.-
69	Install Detail 39 Thermoplastic Stripe	1515-4	LF	32,000	0.47	15,040.-
70	Install Detail 39A Thermoplastic Stripe	1515-4	LF	7,000	0.47	3,290.-
71	Paint Curb Red	1515-4	LF	1,000	1.05	1,050.-

72	Install Blue RPM	1515-4	EA	33	8.50	280.50
73	Install Green Pavement Marking (MMA)	1515-4	SQFT	1,600	5.50	8,800.-
74	Install Or Remove And Replace Street Name Sign	1530-4	EA	6	262.-	1,572.-
75	Install Or Remove And Replace Advance Street Name Sign	1530-4	EA	15	420.-	6,300.-
76	Install Or Remove And Replace Overhead Street Name Sign	1530-4	EA	4	2,200.-	8,800.-
77	Install Or Remove And Replace Way Finding Sign	1530-4	EA	2	1,050.-	2,100.-
78	Install Or Remove And Replace Sign Post	1530-4	EA	30	131.-	3,930.-
79	Reset Sign And Post	1530-4	EA	2	131.-	262.-
80	Remove Or Re-Install Traffic Sign	1530-4	EA	6	157.-	942.-
81	Install R4-4 Sign Per MUTCD Rev 4	1530-4	EA	6	210.-	1,260.-
82	Install S5-3 Sign Per MUTCD Rev 4	1530-4	EA	2	210.-	420.-
83	Install SR4-1 Sign Per MUTCD Rev 4	1530-4	EA	2	262.-	524.-
84	Install SW24-3(CA) Sign Per MUTCD Rev 4	1530-4	EA	1	262.-	262.-
85	Install W73A Sign Per MUTCD Rev 4	1530-4	EA	2	262.-	524.-
86	Install W11-2 Sign Per MUTCD Rev 4	1530-4	EA	1	262.-	262.-
87	Install W16-P Sign Per MUTCD Rev 4	1530-4	EA	1	131.-	131.-
88	Furnish And Install Detectable Warning Surface Tiles	1901-4	SQFT	466	35.-	16,310.-
89	Remove And Replace 6'-0" Wide Sidewalk Concrete Drainage Channel With Steel Plate Cover Per Plan Detail, Complete-In-Place	1192-5	LF	8	1,250.-	10,000.-

RIVER RIDGE GOLF COURSE						
90	Roadside Clearing	1103-3	LS	LUMP SUM	6,800	6,800
91	Unclassified Excavation	1120-4	CY	260	76	19,760
92	PCC Swale (Type E Curb Per Caltrans Standard Plan A87A)	1192-5	LF	1200	60	72,000
SCHEDULE 1 BASE AMOUNT TOTAL						$ 2,061,030.25

NOTE:

1. **ADDITIVE ALTERNATIVE (Bid Item Numbers 93 Thru 141):** To be installed as required per Engineer's direction. Payment for these items shall be based on the actual quantities installed. All Bidders must provide bid item price for the Additive Alternative Bid Items listed.

SCHEDULE 2 ADDITIVE ALTERNATIVE ITEMS:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
	RICE AVE.					
93	Mobilization/Demobilization (not to exceed 5% of the Total Schedule 2 Bid Amount)	1001-3	LS	LUMP SUM	15,000	15,000
94	Traffic Control And Public Convenience And Safety	1505-4	LS	LUMP SUM	20,000	20,000
95	Storm Water Pollution Prevention Plan	1800-3	LS	LUMP SUM	5,000	5,000
96	Unclassified Excavation	1120-4	CY	100	85	8,500
97	Class 2 Aggregate Base	1130-4	TON	100	75	7,500
98	Asphalt Concrete, Type III (DGAC-C2 PG 64-10)	1150-10	TON	200	130	26,000
99	Asphalt Concrete, Type III (DGAC-D2 PG 64-10)	1150-10	TON	850	149	126,650
100	Type II Micro-Surfacing	1163-7	TON	625	345	215,625
101	Type III Micro-Surfacing	1163-7	TON	550	300	165,000

102	Remove And Replace PCC Sidewalk	1174-6	SQFT	1,500	12.-	18,000.-
103	Remove And Replace PCC Curb Ramp, Case B Type 2	1174-6	SQFT	200	20.-	4,000.-
104	Install 24-Inch Root Barrier	1174-6	LF	100	50.-	5,000.-
105	Grind PCC Sidewalk	1174-6	SQFT	50	60.-	3,000.-
106	Remove And Replace PCC Curb And Gutter (Type A2-6)	1174-6	LF	55	125.-	6,875.-
107	Install "RR-XING" Pavement Marking (T)	1515-4	EA	2	210.-	420.-
108	Install 24" RR Transverse Line (T)	1515-4	LF	50	6.-	300.-
109	Install Bike Lane Symbol With Arrow Pavement Marking (T)	1515-4	EA	16	90.-	1,440.-
110	Install Bicycle Loop Detector Symbol Pavement Marking (T)	1515-4	EA	2	70.-	140.-
111	Install Type IV Arrow Pavement Marking (T)	1515-4	EA	32	80.-	2,560.-
112	Install 6" Solid White (T)	1515-4	LF	2,300	0.47	1,081.-
113	Install 12" Solid White (T)	1515-4	LF	3,400	2.65	9,010.-
114	Install Detail 9 (T)	1515-4	LF	1,750	0.47	822.50
115	Install Detail 12 (T)	1515-4	LF	20,600	0.47	9,682.-
116	Install Detail 25A (T)	1515-4	LF	15,000	0.79	11,850.-
117	Install Detail 27B (T)	1515-4	LF	3,500	0.53	1,855.-
118	Install Detail 37B (T)	1515-4	LF	1,900	1.05	1,955.-
119	Install Detail 38 (T)	1515-4	LF	3,500	1.05	3,675.-
120	Install Detail 39 (T)	1515-4	LF	13,900	0.47	6,533.-

121	Install Detail 39A (T)	1515-4	LF	1,600	0.47	752.-
122	Paint Curb Red	1515-4	LF	200	1.05	210.-
123	Install Blue RPM	1515-4	EA	16	8.40	134.40
124	Install Green Pavement Marking (MMA)	1515-4	SQFT	2,200	5.50	12,100.-
125	Remove And Replace Street Name Sign	1530-4	EA	7	265.-	1,855.-
126	Remove And Replace Advance Street Name Sign	1530-4	EA	12	475.-	5,700.-
127	Re-Install Sign Panel	1530-4	EA	4	90.-	360.-
128	Install R81 (CA) Bike Lane Sign	1530-4	EA	10	210.-	2,100.-
129	Install R81A (CA) "Begin" Bike Lane Sign	1530-4	EA	1	80.-	80.-
130	Install R81B (CA) "End" Bike Lane Sign	1530-4	EA	2	80.-	160.-
131	Install R4-4 Turn Lane Yield To Bikes Sign	1530-4	EA	3	210.-	630.-
132	Install W74(CA) Thru Traffic Merge Left/Right Sign	1530-4	EA	1	262.50	262.50
133	Install W73(CA) Right Lane Exits Ahead Sign	1530-4	EA	2	265.-	530.-
133	Remove Existing Sign And Post	1530-4	EA	2	158.-	316.-
134	Remove And Replace Sign Post	1530-4	EA	35	131.-	4,585.-
				SCHEDULE 2 - TOTAL AMOUNT	$	707,288.40

SCHEDULE 3 : ADDITIVE ALTERNATIVE ITEMS

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
135	Adjust Manhole Cover To Finished Grade	1185-4	EA	17	1,750.-	29,750.-

136	Adjust Water Valve Cover To Finished Grade	1185-4	EA	21	965.-	20,265.-
138	Adjust Survey Monument Cover To Finished Grade	1185-4	EA	3	1,650.-	4,950.-
139	Remove And Replace 8-Ft High Block Wall	1192-5	LF	20	775.- ~~600.-~~ s.c	15,500.- ~~12,000.-~~ s.c
140	Install Type D Inductive Loop Detector	1520-23	EA	5	609.-	3,045.-
141	Install Type E Inductive Loop Detector	1520-23	EA	10	609.-	6,090.-
				SCHEDULE 3 – TOTAL AMOUNT		$ 79,600

Note: 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 7-3.5.1. 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 = SCHEDULE 1 (BASE AMOUNT) + SCHEDULE 2 (ADDITIVE ALTERNATIVE ITEMS) + SCHEDULE 3 (ADDITIVE ALTERNATIVE ITEMS)

TOTAL BID PRICE IN DIGITS: $ 2,847,918.65

TOTAL BID PRICE IN WORDS: Two million eight hundred forty-seven thousand nine hundred eighteen dollars and sixty-five cents

*** The lowest Bid shall be the lowest Total Bid Price, including the Schedule 1 Base Amount Total and Schedule 2 Additive Alternative Items and Schedule 3 Additive Alternative Items.

Complete the Work at Saviers Rd within thirty (30) Working Days.

Complete the Work at Rice Ave. within thirty-five (35) Working Days.

Complete the Work at Rose Ave. within thirty-five (35) Working Days.

Complete the Work at River Ridge Golf Course within twenty (20) Working Days.

Contractor must complete all Work within one hundred (100) Working Days of the City's Notice to Proceed.

This is a tabulation of bid results and not an offer of award or contract. The City reserves the right to reject all bids.

Arterial Street Resurfacing Project at Various

Specification No. PW 20-28

Owner: City of Oxnard

Bid Opening: 4/29/30				Toro Enterprises, Inc.		Granite Construction Company	
				2101 East Ventura Blvd Oxnard, CA 93036		4820 McGrath Street, #101 Ventura, CA 93003	
				#1		#2	
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
	Schedule 1 Base Amount						
1	Mobilization/Demobilization (not to exceed 5% of the Total Base Bid Amount)	LS	LUMP SUM	$100,000.00	$100,000.00	$124,055.00	$124,055.00
2	Traffic Control And Public Convenience And Safety	LS	LUMP SUM	$485,000.00	$485,000.00	$183,043.00	$183,043.00
3	Storm Water Pollution Prevention Plan	LS	LUMP SUM	$22,000.00	$22,000.00	$6,500.00	$6,500.00
	SAVIERS RD						
4	Cold Mill AC Pavement (3" Max)	SQYD	21,000	$2.40	$50,400.00	$5.00	$105,000.00
5	Unclassified Excavation	CY	50	$100.00	$5,000.00	$350.00	$17,500.00
6	Class 2 Aggregate Base	TON	80	$75.00	$6,000.00	$150.00	$12,000.00
7	Asphalt Rubber Hot Mix (ARHM-GG-C PG 64-16)	TON	2,364	$112.00	$264,768.00	$150.00	$354,600.00
8	Remove And Replace PCC Sidewalk	SQFT	1,800	$12.00	$21,600.00	$23.00	$41,400.00
9	Grind PCC Sidewalk	SQFT	65	$45.00	$2,925.00	$30.00	$1,950.00
10	Remove And Replace PCC Curb And Gutter (A2-6)	LF	100	$85.00	$8,500.00	$150.00	$15,000.00
11	Install 24-Inch Root Barrier	LF	60	$45.00	$2,700.00	$45.00	$2,700.00
12	Install/Remove And Replace PCC Curb Ramp With Detectable Warning Surface Tiles	SQFT	400	$20.00	$8,000.00	$50.00	$20,000.00
13	Adjust Manhole Cover To Finished Grade	EA	9	$1,750.00	$15,750.00	$950.00	$8,550.00
14	Adjust Water Valve Cover To Finished Grade	EA	12	$965.00	$11,580.00	$850.00	$10,200.00
15	Adjust Survey Monument Cover To Finished Grade	EA	1	$2,000.00	$2,000.00	$850.00	$850.00

Arterial Street Resurfacing Project at Various Locations

				Toro Enterprises, Inc.		Granite Construction Company	
				#1		#2	
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
16	Adjust Water Meter Box To Finished Grade	EA	5	$670.00	$3,350.00	$750.00	$3,750.00
17	6” Solid White Thermoplastic Stripe	LF	550	$0.50	$275.00	$0.45	$247.50
18	12” Solid White Thermoplastic Stripe	LF	455	$2.65	$1,205.75	$2.50	$1,137.50
19	Detail 9 Thermoplastic Stripe	LF	3,760	$0.50	$1,880.00	$0.45	$1,692.00
20	Detail 25A Thermoplastic Stripe	LF	4,770	$0.80	$3,816.00	$0.75	$3,577.50
21	Detail 37B Thermoplastic Stripe	LF	350	$1.05	$367.50	$1.00	$350.00
22	Detail 38 Thermoplastic Stripe	LF	910	$1.05	$955.50	$1.00	$910.00
	Detail 39 Thermoplastic Stripe	LF	8,100	$0.50	$4,050.00	$0.45	$3,645.00
24	Detail 39A Thermoplastic Stripe	LF	700	$0.50	$350.00	$0.45	$315.00
25	Detail 40 Thermoplastic Stripe	LF	50	$0.70	$35.00	$0.65	$32.50
26	Bike Lane Symbol And Arrow Thermoplastic Pavement Marking	EA	6	$90.00	$540.00	$85.00	$510.00
27	Type IV Arrow Thermoplastic Pavement Marking	EA	12	$80.00	$960.00	$75.00	$900.00
28	Install Blue RPM	EA	8	$8.50	$68.00	$8.00	$64.00
29	Paint Curb Red	LF	360	$1.05	$378.00	$1.00	$360.00
30	Install Type D Loop Detector	EA	3	$610.00	$1,830.00	$500.00	$1,500.00
31	Install Type E Loop Detector	EA	6	$610.00	$3,660.00	$500.00	$3,000.00
32	Install R3-7 Sign	EA	1	$210.00	$210.00	$200.00	$200.00
33	Install W73A (CA) Sign	EA	1	$265.00	$265.00	$250.00	$250.00
34	Install/Remove And Replace Street Sign Post	EA	2	$131.00	$262.00	$125.00	$250.00
35	Furnish And Install Detectable Warning Surface Tiles	SQFT	144	$35.00	$5,040.00	$60.00	$8,640.00
	ROSE AVE						
36	Cold Mill AC Pavement (2” Max)	SQYD	6,500	$4.35	$28,275.00	$6.00	$39,000.00
37	Unclassified Excavation	CY	100	$85.00	$8,500.00	$350.00	$35,000.00
38	Class 2 Aggregate Base	TON	100	$65.00	$6,500.00	$150.00	$15,000.00
39	Asphalt Concrete, Type III (DGAC-C2 PG 64-10)	TON	800	$117.00	$93,600.00	$210.00	$168,000.00

Arterial Street Resurfacing Project at Various Locations

				Toro Enterprises, Inc.		Granite Construction Company	
				#1		#2	
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
40	Asphalt Concrete, Type III (DGAC-D2 PG 64-10)	TON	250	$190.00	$47,500.00	$300.00	$75,000.00
41	Crack Seal	LB	11,000	$6.25	$68,750.00	$4.40	$48,400.00
42	Micro-Surfacing (Type II)	TON	950	$395.00	$375,250.00	$440.00	$418,000.00
43	Remove And Replace PCC Sidewalk	SQFT	1,900	$12.00	$22,800.00	$23.00	$43,700.00
44	Grind PCC Sidewalk	SQFT	100	$45.00	$4,500.00	$30.00	$3,000.00
45	Remove And Replace PCC Curb And Gutter (Type A2-6)	LF	250	$100.00	$25,000.00	$120.00	$30,000.00
46	Remove And Replace PCC Curb (Type A1-6)	LF	20	$86.00	$1,720.00	$180.00	$3,600.00
47	Remove And Replace PCC Cross Gutter and Spandrel	SQFT	3,000	$24.00	$72,000.00	$56.00	$168,000.00
48	Install 24-Inch Root Barrier	LF	100	$50.00	$5,000.00	$45.00	$4,500.00
49	Install/Remove And Replace PCC Curb Ramp With Detectable Warning Surface Tiles	SQFT	1,250	$20.00	$25,000.00	$50.00	$62,500.00
50	Install Bike Lane Symbol And Arrow Thermoplastic Pavement Marking	EA	39	$90.00	$3,510.00	$85.00	$3,315.00
51	Install Bike Loop Detector Symbol Thermoplastic Pavement Marking	EA	2	$70.00	$140.00	$65.00	$130.00
52	Install “ONLY” Thermoplastic Pavement Marking	EA	1	$100.00	$100.00	$95.00	$95.00
53	Install “SCHOOL” Thermoplastic Pavement Marking	EA	5	$131.00	$655.00	$125.00	$625.00
54	Install “RR-XING” Thermoplastic Pavement Marking	EA	7	$210.00	$1,470.00	$200.00	$1,400.00
55	Install 24” RR-Xing Transverse Line Thermoplastic Pavement Marking	LF	80	$5.25	$420.00	$5.00	$400.00
56	Install Type IV Arrow Thermoplastic Pavement Marking	EA	83	$80.00	$6,640.00	$75.00	$6,225.00
57	Install Type VI Arrow Thermoplastic Pavement Marking	EA	2	$90.00	$180.00	$85.00	$170.00
58	Install U-Turn Arrow Thermoplastic Pavement Marking	EA	1	$80.00	$80.00	$75.00	$75.00
59	Install 24” Yellow Crosswalk Ladder Type Thermoplastic Pavement Marking	SQFT	680	$5.25	$3,570.00	$5.00	$3,400.00

Arterial Street Resurfacing Project at Various Locations

				Toro Enterprises, Inc.		Granite Construction Company	
				#1		#2	
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
60	Install 12" Solid White Thermoplastic Stripe	LF	6,500	$2.65	$17,225.00	$2.50	$16,250.00
61	Install 6" Solid White Thermoplastic Stripe	LF	4,150	$0.50	$2,075.00	$0.45	$1,867.50
62	Install Detail 9 Thermoplastic Stripe	LF	26,000	$0.47	$12,220.00	$0.45	$11,700.00
63	Install Detail 22 Thermoplastic Stripe	LF	200	$2.10	$420.00	$2.00	$400.00
64	Install Detail 25A Thermoplastic Stripe	LF	1,800	$0.80	$1,440.00	$0.75	$1,350.00
65	Install Detail 27 Thermoplastic Stripe	LF	200	$2.10	$420.00	$2.00	$400.00
66	Install Detail 27B Thermoplastic Stripe	LF	1,750	$0.55	$962.50	$0.50	$875.00
67	Install Detail 37B Thermoplastic Stripe	LF	1,250	$1.05	$1,312.50	$1.00	$1,250.00
68	Install Detail 38 Thermoplastic Stripe	LF	7,100	$1.05	$7,455.00	$1.00	$7,100.00
69	Install Detail 39 Thermoplastic Stripe	LF	32,000	$0.47	$15,040.00	$0.45	$14,400.00
70	Install Detail 39A Thermoplastic Stripe	LF	7,000	$0.47	$3,290.00	$0.45	$3,150.00
71	Paint Curb Red	LF	1,000	$1.05	$1,050.00	$1.00	$1,000.00
72	Install Blue RPM	EA	33	$8.50	$280.50	$8.00	$264.00
73	Install Green Pavement Marking (MMA)	SQFT	1,600	$5.50	$8,800.00	$5.25	$8,400.00
74	Install Or Remove And Replace Street Name Sign	EA	6	$262.00	$1,572.00	$250.00	$1,500.00
75	Install Or Remove And Replace Advance Street Name Sign	EA	15	$420.00	$6,300.00	$400.00	$6,000.00
76	Install Or Remove And Replace Overhead Street Name Sign	EA	4	$2,200.00	$8,800.00	$703.00	$2,812.00
77	Install Or Remove And Replace Way Finding Sign	EA	2	$1,050.00	$2,100.00	$1,000.00	$2,000.00
78	Install Or Remove And Replace Sign Post	EA	30	$131.00	$3,930.00	$125.00	$3,750.00
79	Reset Sign And Post	EA	2	$131.00	$262.00	$125.00	$250.00
80	Remove Or Re-Install Traffic Sign	EA	6	$157.00	$942.00	$150.00	$900.00
81	Install R4-4 Sign Per MUTCD Rev 4	EA	6	$210.00	$1,260.00	$200.00	$1,200.00
82	Install S5-3 Sign Per MUTCD Rev 4	EA	2	$210.00	$420.00	$200.00	$400.00
83	Install SR4-1 Sign Per MUTCD Rev 4	EA	2	$262.00	$524.00	$250.00	$500.00
84	Install SW24-3(CA) Sign Per MUTCD Rev 4	EA	1	$262.00	$262.00	$250.00	$250.00
85	Install W73A Sign Per MUTCD Rev 4	EA	2	$262.00	$524.00	$250.00	$500.00

Arterial Street Resurfacing Project at Various Locations

				Toro Enterprises, Inc.		Granite Construction Company	
				#1		#2	
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
86	Install W11-2 Sign Per MUTCD Rev 4	EA	1	$262.00	$262.00	$200.00	$200.00
87	Install W16-P Sign Per MUTCD Rev 4	EA	1	$131.00	$131.00	$125.00	$125.00
88	Furnish And Install Detectable Warning Surface Tiles	SQFT	466	$35.00	$16,310.00	$60.00	$27,960.00
89	Remove And Replace 6'-0" Wide Sidewalk Concrete Drainage Channel With Steel Plate Cover Per Plan Detail, Complete-In-Place	LF	8	$1,250.00	$10,000.00	$2,100.00	$16,800.00
	RIVER RIDGE GOLF COURSE						
90	Roadside Clearing	LS	LUMP SUM	$6,800.00	$6,800.00	$7,200.00	$7,200.00
91	Unclassified Excavation	CY	260	$76.00	$19,760.00	$105.00	$27,300.00
92	PCC Swale (Type E Curb Per Caltrans Standard Plan A87A)	LF	1200	$60.00	$72,000.00	$150.00	$180,000.00
	Schedule 2 Additive Alternative Items						
	RICE AVE.						
93	Mobilization/Demobilization (not to exceed 5% of the Total Schedule 2 Bid Amount)	LS	LUMP SUM	$15,000.00	$15,000.00	$50,000.00	$50,000.00
94	Traffic Control And Public Convenience And Safety	LS	LUMP SUM	$20,000.00	$20,000.00	$92,000.00	$92,000.00
95	Storm Water Pollution Prevention Plan	LS	LUMP SUM	$5,000.00	$5,000.00	$6,500.00	$6,500.00
96	Unclassified Excavation	CY	100	$85.00	$8,500.00	$350.00	$35,000.00
97	Class 2 Aggregate Base	TON	100	$75.00	$7,500.00	$150.00	$15,000.00
98	Asphalt Concrete, Type III (DGAC-C2 PG 64-10)	TON	200	$130.00	$26,000.00	$210.00	$42,000.00
99	Asphalt Concrete, Type III (DGAC-D2 PG 64-10)	TON	850	$149.00	$126,650.00	$220.00	$187,000.00
100	Type II Micro-Surfacing	TON	625	$345.00	$215,625.00	$460.00	$287,500.00
101	Type III Micro-Surfacing	TON	550	$300.00	$165,000.00	$400.00	$220,000.00
102	Remove And Replace PCC Sidewalk	SQFT	1,500	$12.00	$18,000.00	$27.00	$40,500.00
103	Remove And Replace PCC Curb Ramp, Case B Type 2	SQFT	200	$20.00	$4,000.00	$65.00	$13,000.00
104	Install 24-Inch Root Barrier	LF	100	$50.00	$5,000.00	$45.00	$4,500.00
105	Grind PCC Sidewalk	SQFT	50	$60.00	$3,000.00	$30.00	$1,500.00

Arterial Street Resurfacing Project at Various Locations

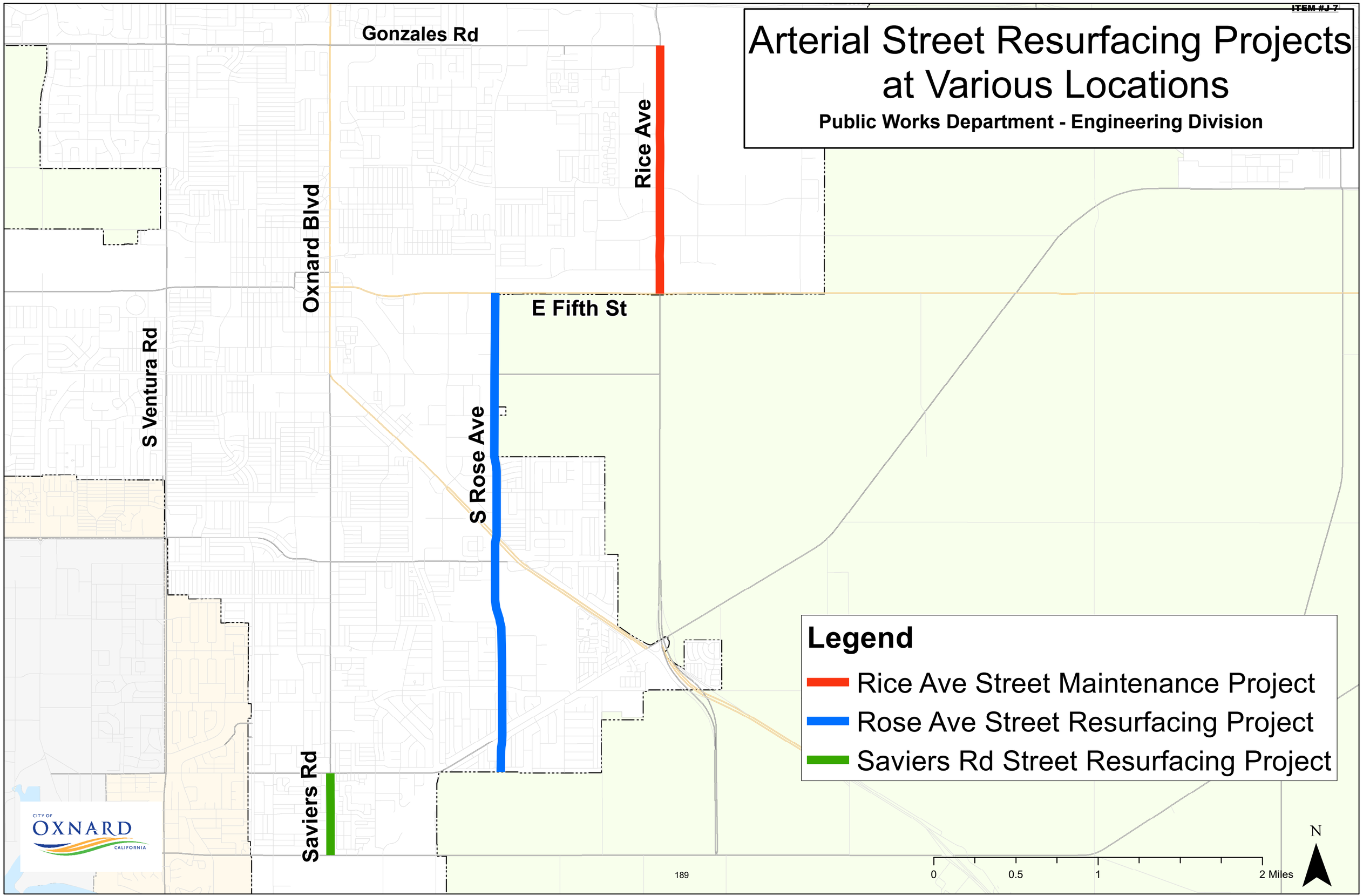
				Toro Enterprises, Inc.		Granite Construction Company	
				#1		#2	
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
106	Remove And Replace PCC Curb And Gutter (Type A2-6)	LF	55	$125.00	$6,875.00	$200.00	$11,000.00
107	Install “RR-XING” Pavement Marking (T)	EA	2	$210.00	$420.00	$200.00	$400.00
108	Install 24” RR Transverse Line (T)	LF	50	$6.00	$300.00	$5.00	$250.00
109	Install Bike Lane Symbol With Arrow Pavement Marking (T)	EA	16	$90.00	$1,440.00	$85.00	$1,360.00
110	Install Bicycle Loop Detector Symbol Pavement Marking (T)	EA	2	$70.00	$140.00	$65.00	$130.00
111	Install Type IV Arrow Pavement Marking (T)	EA	32	$80.00	$2,560.00	$75.00	$2,400.00
112	Install 6” Solid White (T)	LF	2,300	$0.47	$1,081.00	$0.45	$1,035.00
113	Install 12” Solid White (T)	LF	3,400	$2.65	$9,010.00	$2.50	$8,500.00
114	Install Detail 9 (T)	LF	1,750	$0.47	$822.50	$0.45	$787.50
115	Install Detail 12 (T)	LF	20,600	$0.47	$9,682.00	$0.45	$9,270.00
116	Install Detail 25A (T)	LF	15,000	$0.79	$11,850.00	$0.75	$11,250.00
117	Install Detail 27B (T)	LF	3,500	$0.53	$1,855.00	$0.50	$1,750.00
118	Install Detail 37B (T)	LF	1,900	$1.05	$1,995.00	$1.00	$1,900.00
119	Install Detail 38 (T)	LF	3,500	$1.05	$3,675.00	$1.00	$3,500.00
120	Install Detail 39 (T)	LF	13,900	$0.47	$6,533.00	$0.45	$6,255.00
121	Install Detail 39A (T)	LF	1,600	$0.47	$752.00	$0.45	$720.00
122	Paint Curb Red	LF	200	$1.05	$210.00	$1.00	$200.00
123	Install Blue RPM	EA	16	$8.40	$134.40	$8.00	$128.00
124	Install Green Pavement Marking (MMA)	SQFT	2,200	$5.50	$12,100.00	$5.25	$11,550.00
125	Remove And Replace Street Name Sign	EA	7	$265.00	$1,855.00	$250.00	$1,750.00
126	Remove And Replace Advance Street Name Sign	EA	12	$475.00	$5,700.00	$450.00	$5,400.00
127	Re-Install Sign Panel	EA	4	$90.00	$360.00	$85.00	$340.00
128	Install R81 (CA) Bike Lane Sign	EA	10	$210.00	$2,100.00	$200.00	$2,000.00
129	Install R81A (CA) “Begin” Bike Lane Sign	EA	1	$80.00	$80.00	$75.00	$75.00
130	Install R81B (CA) “End” Bike Lane Sign	EA	2	$80.00	$160.00	$75.00	$150.00
131	Install R4-4 Turn Lane Yield To Bikes Sign	EA	3	$210.00	$630.00	$200.00	$600.00
132	Install W74(CA) Thru Traffic Merge Left/Right Sign	EA	1	$262.50	$262.50	$250.00	$250.00
133	Install W73(CA) Right Lane Exits Ahead Sign	EA	2	$265.00	$530.00	$250.00	$500.00

Arterial Street Resurfacing Project at Various Locations

				Toro Enterprises, Inc.		Granite Construction Company	
				#1		#2	
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
133	Remove Existing Sign And Post	EA	2	$158.00	$316.00	$150.00	$300.00
134	Remove And Replace Sign Post	EA	35	$131.00	$4,585.00	$125.00	$4,375.00
	Schedule 3 Additive Alternative Items						
135	Adjust Manhole Cover To Finished Grade	EA	17	$1,750.00	$29,750.00	$950.00	$16,150.00
136	Adjust Water Valve Cover To Finished Grade	EA	21	$965.00	$20,265.00	$850.00	$17,850.00
138	Adjust Survey Monument Cover To Finished Grade	EA	3	$1,650.00	$4,950.00	$850.00	$2,550.00
139	Remove And Replace 8-Ft High Block Wall	LF	20	$775.00	$15,500.00	$890.00	$17,800.00
140	Install Type D Inductive Loop Detector	EA	5	$609.00	$3,045.00	$350.00	$1,750.00
141	Install Type E Inductive Loop Detector	EA	10	$609.00	$6,090.00	$350.00	$3,500.00
			Total Bid Price Submitted		**$2,847,918.65**		**$3,554,493.00**
			Total Bid Verified		**$2,847,918.65**		**$3,554,493.00**
				Subcontractors:	Taft Electric Company Chrisp Company Caseland Surveying Pavement Coatings		CTI CPE, Inc. Chrisp Company Total Barricade Green Coast Landscape Rubberized Crackfill Pavement Coatings, Inc.

Arterial Street Resurfacing Projects at Various Locations

Public Works Department - Engineering Division



CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS
AGENDA ITEM NO. K.1

DATE: July 21, 2020

TO: City Council

FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org

SUBJECT: Permanent Local Housing Allocation Program Grant Application. (5/5/5)

RECOMMENDATION

That the City Council:
1. Conduct a public hearing to receive comments from the public relating to a draft Permanent Local Housing Allocation program application;
2. Adopt a resolution authorizing the City Manager to submit an application for an amount not to exceed $6,950,574 in Permanent Local Housing Allocation formula grant funds, with no local match required, to be issued over the next five program years to create affordable housing opportunities, as well as execute a Standard Agreement, amendments, and modifications with the California Department of Housing and Community Development, upon award, and for the City Manager or designee to submit any related documents necessary to participate in the Permanent Local Housing Allocation program; and
3. Authorize an administrative budget adjustment by the Chief Financial Officer upon award of the grant.

BACKGROUND

In 2017, Senate Bill 2 (SB2) known as the Building Homes and Jobs Act, created the first permanent source of funding for affordable housing in California. Revenue is generated through recording fees on real estate transactions that will fluctuate from year to year depending upon activity. The legislation directs the California Department of Housing and Community Development (HCD) to use 70 percent of the revenue collected, beginning in calendar year 2019, to provide financial assistance to local governments for eligible housing and homelessness activities through the Permanent Local Housing Allocation (PLHA) program. The intent of the PLHA program is to provide a permanent, on-going source of funding to Local governments for housing-related projects and programs that assist in addressing the unmet housing needs of their local communities. Projects funded with PLHA funds must be affordable to extremely low, very low, low, and moderate-income households.

On February 26, 2020, HCD announced the availability of approximately $195 million in funding under the PLHA Program Entitlement and Non-Entitlement local formula component -Notice of Funding Availability (NOFA). This NOFA outlines threshold and application requirements for Entitlement Local governments and Non-entitlement Local governments. Entitlement Local governments are metropolitan cities and urban counties that received a CDBG grant for fiscal year 2017. The City of Oxnard is an Entitlement Local government and is eligible to receive a total of $1,158,429 as part of its first year PLHA formula grant allocation and approximately $6,950,574 over the next five years. Up to five percent of these funds may be used for administrative costs. Since revenue generated by the State for the PLHA program will fluctuate from year to year, the funding allocation amounts for years two through five is an estimate.

PLHA funds will be allocated to local governments using the same formula as the federal Community Development Block Grant (CDBG) Program. An applicant must submit a complete application and other required documents identified

in the NOFA by the given deadline of July 27, 2020.

Applications submitted in response to the NOFA must include a five-year plan that:
1. Identifies and describes the activities the applicant will fund;

2. Identifies the percentage of PLHA funding allocated to each activity;

3. Identifies the area median income (AMI) of the populations being targeted by each program;

4. Identifies the City's unmet share of Regional Housing Needs Assessment (RHNA) at the AMI levels being targeted by each funded activity;

5. Describes the way the activity being funded will prioritize households with incomes at or below 60 percent AMI;

6. Describe how the Plan is consistent with the programs set forth in the Local Government's Housing Element; and

7. Describes the steps necessary to implement and complete the activities that will be funded.

DISCUSSION

Staff is recommending the following three activities that will create affordable housing opportunities in the City over the next five years and are in alignment with the HCD PLHA Program.

ACTIVITY 1

Approximately 40% of the annual estimated PLHA allocation will be used to provide gap-financing loans for the creation of multi-family affordable rental units restricted to households with incomes at or below 80 percent of the AMI (30 percent of PLHA funds directed to this activity) and 60 AMI (70 percent of PLHA funds directed to this activity) in the years two and three of the PLHA program allocation. Approximately 95% percent of PLHA funds will be used for this activity in years four and five of the PLHA program allocation. This program will serve a minimum of 3 households in program years two and three and 8 households in program years four and five. PLHA assistance for this activity will be in the form of a low-interest, deferred loan to the Sponsor of the Project. The loan shall be evidenced through a Promissory Note secured by a Deed of Trust, and a Regulatory Agreement shall restrict occupancy and rents of the Project for a term of at least 55 years incompliance with PLHA regulations.

Staff's administration of the PLHA program funding does not alter the City Council's authority over decision-making on the funding of individual projects. Final commitment of all multifamily gap-financing loans will require City Council approval. The proposed use of PLHA funds under this activity will include any of the following: predevelopment, development, acquisition, rehabilitation, and preservation of multifamily rental housing.

ACTIVITY 2

Approximately 30% of the annual estimated PLHA allocation in year one will be used for the construction of the City's proposed mixed-use Homeless Solutions Center development that will include 110 shelter beds, office space, provide supportive services to clients, and provide up to 56 permanent supportive housing (PSH) rental units that will be restricted to households at or below 50% AMI. PLHA funds directed to this activity will be used for costs associated for the development of the Homeless Solutions Center but will not include funding for costs associated with the development of the PSH units. This activity will serve a minimum of 110 households annually.

ACTIVITY 3

Approximately 65% of the annual estimated PLHA allocation will be used on the operation of the City's existing

Navigation Center at its temporary location for the first program year of the PLHA grant and approximately 55% of the second and third year PLHA allocation will be used for this activity. The City's existing service provider for operation of the existing Navigation Center is Mercy House. This activity will serve a minimum of 110 homeless individuals annually with annual incomes at or below 50% AMI.

Administrative Costs

The Housing Department's Affordable Housing and Rehabilitation Division staff will administer the PLHA program activities. As permitted by the PLHA program up to five percent of each annual allocation will be used to pay for administrative costs including staff salaries and other administrative costs necessary to carry out the proposed activities.

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

There is no financial impact associated with the filing of the application for the SB 2 PLHA formula grant.

If awarded, the SB 2 PLHA formula grant allows up to 5 percent of PLHA grant funds to be used for administrative costs to pay for staff to administer grant funded activities. The PHLA grant also allows for five percent of program income generated from PLHA funded activities to also be used for administrative costs which can be used to pay for staff overseeing and monitoring compliance with long term affordability requirements associated with PLHA funded activities.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. PLHA RESOLUTION
2. PLHA_Formula_Allocation_Application 7.5.20
3. PPT PLHA Grant Application 7.21.20

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT TO RECEIVE AND ADMINISTER THE CITY'S ENTITMENT OF FUNDING UNDER THE SB2 PERMANENT LOCAL HOUSING ALLOCATION PROGRAM, THE EXECUTION OF A STANDARD AGREEMENT AND ANY AMENDMENTS THERETO, AND ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE PERMENT LOCAL HOUSING ALLOCATION PROGRAM.

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

WHEREAS, the City of Oxnard, a political subdivision of the State of California, wishes to apply for and receive an allocation of funds through the SB2 Permanent Local Housing Allocation Program;

WHEREAS, The California Department of Housing and Community Development (hereinafter referred to as "Department") is authorized to provide up to $195 million under the SB 2 Permanent Local Housing Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2));

WHEREAS the State of California (the "State"), Department issued a Notice of Funding Availability ("NOFA") dated 02/26/2020 under the Permanent Local Housing Allocation (PLHA) Program;

WHEREAS the City Oxnard is an eligible Local government applying for the program to administer one or more eligible activities; and

WHEREAS the Department may approve funding allocations for PLHA Program, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement and other contracts between Department and PLHA grant recipients;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OXNARD THAT:

SECTION 1. If the City of Oxnard receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department.

SECTION 2. The City of Oxnard is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix C of the current NOFA, **$6,950,574**, in accordance with all applicable rules and laws.

SECTION 3. The City of Oxnard hereby agrees to use the PLHA funds for eligible activities as approved by the Department and in accordance with all Program requirements, Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the City of Oxnard and Department;

SECTION 4. The City of Oxnard certifies that it has or will subgrant some or all of its PLHA funds to another entity or entities. Pursuant to Guidelines Section 302(c)(3), "entity" means a housing developer or program operator, but does not mean an administering Local government to whom a Local government may delegate its PLHA allocation;

SECTION 5. The City of Oxnard certifies that its selection process of these subgrantees was or will be accessible to the public and avoided or shall avoid any conflicts of interest.

SECTION 6. Pursuant to City of Oxnard's certification in this resolution, the PLHA funds will be expended only for eligible Activities and consistent with all program requirements.

SECTION 7. The City of Oxnard certifies that, if funds are used for the development of an Affordable Rental Housing Development, the Local government shall make PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the Project, and such loan shall be evidenced through a Promissory Note secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with a Local government-approved underwriting of the Project for a term of at least 55 years.

SECTION 8. The City of Oxnard shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by the Department;

SECTION 9. City Manager Alexander Nguyen is authorized to execute the PLHA Program Application, the PLHA Standard Agreement and any subsequent amendments or modifications thereto. City Manager Alexander Nguyen or designee (Housing Director Emilio Ramirez) is authorized to execute any other documents which are related to the Program or the PLHA grant awarded to Applicant, as the Department may deem appropriate.

PASSED AND ADOPTED by the City Council of the City of Oxnard this_____day of July, 2020 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

Permanent Local Housing Allocation (PLHA) Formula Allocation

2020 Application

State of California
Governor, Gavin Newsom

Lourdes Castro Ramírez, Secretary
Business, Consumer Services and Housing Agency

Douglas R. McCauley, Acting Director
Department of Housing and Community Development

Program Design and Implementation, PLHA Program
2020 West El Camino Avenue, Suite 150, Sacramento, CA 95833
PLHA Program Email: PLHA@hcd.ca.gov

Final Filing Date: April 27, 2020 through July 27, 2020 at 5 P.M. PST

Instructions

Rev. 5/20/20

When opening this file, a yellow banner at the top may appear with a button that says "Enable Content". It is essential that you click this box so that the macros are enabled. Enabling macros is necessary for full worksheet functionality. Macros do not work with Microsoft's Excel version for Apple Mac.

HCD will only accept applications through a postal carrier service such as U.S. Postal Service, UPS, FedEx or other carrier services that provide date stamp verification confirming delivery to HCD's office. A complete original application and an electronic copy on a USB flash drive with all applicable information must be received by HCD via postal carrier no later than 5:00 p.m. on:

Monday, July 27, 2020

Applications must be on the Department's forms and cannot be altered or modified by the Applicant. Excel forms must be in Excel format and unprotected, not a .pdf document. For application errors please fill out the Application Support worksheet and email the entire workbook to Application Support for application errors at AppSupport@hcd.ca.gov.

General Instructions (Additional instructions and guidance are given throughout the Supplemental Application in "red" text and in cell comments.

Guideline references are made with "§" and the corresponding guideline section number.

"Yellow" cells are for Sponsor input. Failure to provide the required attachments and documentation may disqualify your application from consideration or may negatively impact your point score.

Required attachments are indicated in "orange" throughout the Supplemental Application. Failure to provide the required attachments and documentation may disqualify your application from consideration or may negatively impact your point score. Electronically attached files must use the naming convention in the Supplemental Application. For Example: "App1 Payee Data" for Sponsor 1 Payee Data Record/STD. 204.

Threshold items are indicated in "blue" cells.

"Red" shaded cells indicate the Sponsor has failed to meet a requirement of the program. Point cells in the Scoring worksheet shaded in "red" indicate that the Sponsor has failed to meet the minimum points required.

Sponsor must complete the following worksheets in the PLHA Formula Allocation Application.

Formula Allocation Application

302(c)(4) Plan

Legislative Contacts

Checklist

Binder Tab #	Threshold Requirement	Electronic File Name	Document Description	Included?
1	X	App1 Resolution	PLHA webpage for Resolution Document	Included
2	X	App1 Signature Block	Signature Block - upload in Microsoft Word Document	Included
3	X	App1 TIN	Taxpayer Identification Number Document	Included
4	X	Applicant Agreement	Legally binding agreement between Delegating and Administering Local Governments	Not Included
5		Plan Adoption	§302(c)(4)(D) Evidence that the Plan was authorized and adopted by resolution by the Local jurisdiction and that the public had an adequate opportunity to review and comment on its content.	Included

Disclosure of Application (California Public Records Act Statutes of 1968 Chapter 1473): Information provided in the application will become a public record available for review by the public, pursuant to the California Public Records Act Statutes of 1968 Chapter 1473. As such, any materials provided will be disclosable to any person making a request under this Act. The Department cautions Applicants to use discretion in providing information not specifically requested, including but not limited to, bank accounts, personal phone numbers and home addresses. By providing this information to the Department, the Applicant is waiving any claim of confidentiality and consents to the disclosure of submitted material upon request."

Local Government Formula Allocation

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Eligible Applicant Type:	**Entitlement**		
Local Government Recipient of PLHA Formula Allocation:		Oxnard	
Approximate PLHA Formula Allocation Amount:	**$1,158,429**	**Allowable Local Admin (5%):**	**$57,921**

Instructions: If the Local Government Recipient of the PLHA Formula Allocation delegated its PLHA formula allocation to a Local Housing Trust Fund or to another Local Government, the Applicant (for which information is required below) is the Local Housing Trust Fund or administering Local Government. The PLHA award will be made to the Applicant (upon meeting threshold requirements) and the Applicant is responsible for meeting all program requirements throughout the term of the Standard Agreement.

The 302(c)(4) Plan template worksheet requires first choosing one or more of the Eligible Activities listed below. If "Yes" is clicked, the 302(c)(4) Plan worksheet opens a series of questions about what precise activities are planned. Some specific activities, such as providing downpayment assistance to lower-income households for acquisition of an affordable home, could be included under either Activity 2 or 9. Please only choose one of those Activities; don't list the downpayment assistance under both Activities.

If the PLHA funds are used for the same Activity but for different Area Median Income (AMI) level, select the same Activity twice (or more times) and the different AMI level the Activity will serve. Please enter the percentage of funds allocated to the Activity in only the first Activity listing to avoid double counting the funding allocation.

Eligible Applicants §300

§300(a) and **(b)** Eligible Applicants for the entitlement and Non-entitlement formula component described in Section §100(b)(1) and (2) are limited to the metropolitan cities and urban counties allocated a grant for the federal fiscal year 2017 pursuant to the federal CDBG formula specified in 42 USC, Section §5306 and Non-entitlement local governments.

Applicant:	City of Oxnard						
Address:	435 S. D Street						
City:	Oxnard	State:	CA	Zip:	93030	County:	Ventura

§300(d) Is Applicant delegated by another Local government to administer on its behalf its formula allocation of program funds?				No
§300(d) If Applicant answered "Yes" above, has the Applicant attached the legally binding agreement required by §300 (c) and (d)?				N/A
File Name:	App1 Resolution	**PLHA webpage for Resolution Document**	Attached and on USB?	Yes
File Name:	**App1 Signature Block**	**Signature Block - upload in Microsoft Word Document**	Attached and on USB?	Yes
File Name:	App1 TIN	**Taxpayer Identification Number Document**	Attached and on USB?	Yes
File Name:	**Applicant Agreement**	**Legally binding agreement between Delegating and Administering Local Governments**	Attached and on USB?	N/A

Eligible Activities, §301

§301(a) Eligible activities are limited to the following:	**Included?**
§301(a)(1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to Extremely low-,Very low-, Low-, or Moderate-income households, including necessary operating subsidies.	☑ **YES**
§301(a)(2) The predevelopment, development, acquisition, rehabilitation, and preservation of affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.	☐ **YES**
§301(a)(3) Matching portions of funds placed into Local or Regional Housing Trust Funds.	☐ **YES**
§301(a)(4) Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.	☐ **YES**
§301(a)(5) Capitalized Reserves for services connected to the preservation and creation of new permanent supportive housing.	☐ **YES**
§301(a)(6) Assisting persons who are experiencing or At-risk of homelessness, including, but not limited to, providing rapid re-housing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.	☑ **YES**
§301(a)(7) Accessibility modifications in Lower-income Owner-occupied housing.	☐ **YES**
§301(a)(8) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.	☐ **YES**
§301(a)(9) Homeownership opportunities, including, but not limited to, down payment assistance.	☐ **YES**
§301(a)(10) Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing Projects, or matching funds invested by a county in an affordable housing development Project in a city within the county, provided that the city has made an equal or greater investment in the Project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an affordable housing Project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the affordable housing Project.	☐ **YES**

Threshold Requirements, §302

§302(a) Housing Element compliance: Applicant or Delegating Local Government's Housing Element was adopted by the Local Government's governing body by the application deadline and subsequently determined to be in substantial compliance with state Housing Element Law pursuant to Government Code Section 65585.	Yes
§302(b) Applicant or Delegating Local Government has submitted the current or prior year's Annual Progress Report to the Department of Housing and Community Development pursuant to Governemnt Code Section 65400.	Yes
§302(c)(2) Applicant certifies that submission of the applicati on was authorized by the governing board of the Applicant.	Yes
§302(c)(3) Applicant certifies that, if the Local Government proposes allocation of funds for any activity to another entity, the Local government's selection process had no conflicts of interest and was accesible to the public.	Yes
§302(c)(4) Does the application include a Plan in accordance with §302(c)(4)?	Yes
§302(c)(4)(D) Applicant certifies that the Plan was authorized and adopted by resolution by the Local Government and that the public had an adequate opportunity to review and comment on its content	Yes
§302(c)(5) Applicant certifies that the Plan submitted is for a term of five years. Local Governments agree to inform the Department of changes made to the Plan in each succeeding year of the term of the Plan.	Yes
§302(c)(6) Applicant certifies that it will ensure compliance with §302(c)(6) if funds are used for the acquisition, construction, or rehabilitation of for-sale housing projects or units within for-sale housing projects.	Yes
§302(c)(7) Applicant certifies that it will ensure that the PLHA assistance is in the form of a low-interest, deferred loan to the Sponsor of the Project, if funds are used for the development of an Affordable Rental Housing Development. The loan shall be evidenced through a Promissory Note secured by a Deed of Trust.	Yes
§302(c)(8) Has Applicant attached a program income reuse plan describing how repaid loans will be reused for eligible activities specified in Section 301?	Yes

Administration

Applicant agrees to adhere to §500, Accounting Records.	Yes
Applicant agrees to adhere to §501, Audits/Monitoring of PLHA Files.	Yes
Applicant agrees to adhere to §502, Cancellation/Termination.	Yes
Applicant agrees to adhere to §503, Reporting.	Yes

Certifications

On behalf of the entity identified below, I certify that: The information, statements and attachments included in this application are, to the best of my knowledge and belief, true and correct and I possess the legal authority to submit this application on behalf of the entity identified in the signature block.

Alexander Nguyen	City Manager		
Authorized Representative Printed Name	Title	Signature	Date

Entity name:	City of Oxnard	Phone Number:	(805) 385-7404				
Entity Address	435 S. D Street	City	Oxnard	State	CA	Zip	93030

§302(c)(4) Plan

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§302(c)(4)(A) Describe the manner in which allocated funds will be used for eligible activities.

The City of Oxnard plans to use PHLA funds for the following activities: 1) To provide gap-financing loans for the creation of affordable housing. PHLA funds will be made available for new construction, acquisition, or rehabilitation of multi-family affordable rental housing including new Permanent Supportive Housing Developments that will be occupied by households with incomes at or below 80% of the Area Median Income (AMI) and at or below 60% AMI. 2) The construction of a new mixed-use navigation center development that will include a permanent location for the City's 110 bed Navigation Center and development of approximately 56 permanent supportive housing units. However, PLHA funding directed to this activity will be used for the cost associated with the development of the navigation center and will not include the costs associated with the development of the PSH units. Funding for the construction of a new mixed-use navigation center development will serve households at or below 50%. 3) To pay for operating costs for the City of Oxnard's existing Navigation Center at its temporary location and will serve households at or below 50% AMI.

§302(c)(4)(B) Provide a description of the way the Local government will prioritize investments that increase the supply of housing for households with incomes at or below 60 percent of Area Median Income (AMI).

All funding directed towards gap-financing for PHLA-funded rental units will be restricted to households at or below 80% AMI (30% of the funds) and at or below 60% AMI (70% of the funds). Priority for funding may be given to projects providing permanent supportive housing. Funding for the construction of a new mixed-use navigation center development will serve households at or below 50% AMI. Funding directed to operating expenses for the City's existing Navigation Center at its temporary location will service households at or below 50% AMI.

§302(c)(4)(C) Provide a description of how the Plan is consistent with the programs set forth in the Local Government's Housing Element.

The following programs identified in the City's Housing Element are related to the activities proposed to be funded with PLHA funds: 1) Program 10: Inclusionary Housing Program, requires new housing developments to reserve a portion of units for lower-income households or provide payment of in-lieu fees as a condition of approval. Through the payment of inclusionary program fees, PLHA funds and in-lieu funds can be leveraged together to produce more affordable units throughout the City than would otherwise be possible with just one funding source and will assist the City in meeting its RHNA requirements. 2) Program 14: Homeless Shelter Development, involves developing a plan to address homelessness in the City including amended the Zoning Code to define and permit supportive and transitional housing as residential uses and to allow emergency shelters with a Special Use Permit throughout the City. 3) Program 15: Homeless Assistance, modeled after the Federal Continuum of Care program this program is to be implemented by the City in phases and includes providing homeless people with housing and services appropriate to their range of needs including providing homeless people with supportive services, emergency shelter, and permeant supportive housing. 4) Program 23: Special Needs Housing, involves identifying funding and assisting in addressing the housing needs of special needs groups including the City's homeless population and facilitating the provision of emergency shelters.

Activities Detail (Activities Detail (Must Make a Selection on Formula Allocation Application worksheet under Eligible Activities, §301))

§301(a)(1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-,very low-, low-, or moderate-income households, including necessary Operating subsidies.

§302(c)(4)(E)(i) Provide a description of how allocated funds will be used for each proposed Affordable Rental Housing Activity.

The PLHA funds will be used to issue gap-financing loans to housing developers for the creation of multifamily affordable rental housing projects that will be occupied by mixed income households with incomes at or below 80% of the Area Median Income. A minimum of 70% of the total funds allocated to this activity will be restricted to households making no more than 60% of the Area Median Income.

Complete the table below for each proposed Affordable Rental Housing Activity to be funded with 2019-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting).

Funding Allocation Year	2020	2020	2021	2021	2022	2022	2023	2023							
§302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Affordable Rental Housing Activity	40.00%		40.00%		95.00%		95.00%								
§302(c)(4)(E)(ii) Area Median Income Level Served	80%	60%	80%	60%	80%	60%	80%	60%							**TOTAL**
§302(c)(4)(E)(ii) Unmet share of the RHNA at the AMI Level	20%		20%		20%		20%								0.8
§302(c)(4)(E)(ii) Projected Number of Households Served	1	2	1	2	3	5	3	5							22
§302(c)(4)(E)(iv) Period of Affordability for the Proposed Affordable Rental Housing Activity **(55 years required for rental housing projects)**	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	

§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity.

The City of Oxnard has an existing affordable housing development program that provides gap-financing loans to developers for the production of new affordable rental housing within the City of Oxnard. Existing funding for this program comes from the Federal Home Investment Partnerships Program (HOME) and the City's Affordable Housing In-Lieu funds (collected via the City's Inclusionary Housing Ordinance). Funding applications are accepted and funds are awarded year-round by the City's Housing Department. However, funding is based on available funds and City Council approval of funding recommendations for specific projects. PLHA funds will be used as an additional source of funding for the City's existing gap-financing program. Priority may be given to projects proposing to provide permanent supportive housing

§301(a)(2) The predevelopment, development, acquisition, rehabilitation, and preservation of Affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.

§301(a)(3) Matching portions of funds placed into Local or Regional Housing Trust Funds.

§301(a)(4) Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.

§301(a)(5) Capitalized Reserves for Services connected to the preservation and creation of new permanent supportive housing.

§301(a)(6) Assisting persons who are experiencing or At risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.

§302(c)(4)(E)(i) Provide a description of how allocated funds will be used for the proposed Activity.

PHLA funds will be used for the construction of a mixed-use Navigation Center development that will include 110 shelter beds, provide supportive services to clients,office space, and up to 56 permanent supportive housing (PSH) rental units that will be restricted to households at or below 50% AMI. PLHA funding directed to this activity will be used for the cost associated with the development of the navigation center and will not include the costs associated with the development of the PSH units. PLHA funds will also be used for a separate activity that will include payment of a portion of the operating costs for the City's existing Navigation Center at its temporary location until the new Navigation Center mixed-use development is completed. The City's existing contracted homeless service provider is Mercy House, they operate the City's existing Navigation Center. During their stay at the existing and new Navigation Center, clients will be offered a robust package of supportive services designed to transition them to permanent housing and cope with underlying issues that are preventing them from becoming housed.

Complete the table below for each proposed Activity to be funded with 2019-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting).

Funding Allocation Year	2019	2019	2020	2021											
Type of Activity for Persons Experiencing or At Risk of Homelessness	Navigation Centers	Navigation Centers	Navigation Centers	Navigation Centers											
§302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Activity	30.00%	65.00%	55.00%	55.00%											
§302(c)(4)(E)(ii) Area Median Income Level Served	50%	50%	50%	50%											**TOTAL**
§302(c)(4)(E)(ii) Unmet share of the RHNA at AMI Level	N/A	N/A	N/A	N/A											0
§302(c)(4)(E)(ii) Projected Number of Households Served	110	110	110	110											440
§302(c)(4)(E)(iv) Period of Affordability for the Proposed Activity **(55 years required for rental housing projects)**	N/A	N/A	N/A	N/A											

§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity.

The new mixed-used Navigation Center development will be built on City-owned property and will be located within a mixed-use, multi-level building that will also include approximately 56 permanent supportive housing (PSH) units, and office space. PLHA funds will be used for costs attributed to development of the new Navigation Center but will not include costs associated with the development of the PSH units. The City estimates executing a Development and Disposition Agreement with the a developer for construction of the property by Fall 2020, securing all other funding commitments by Fall 2021, starting construction by Spring 2022, and complete construction by July 2023. Once completed the Navigation Center will be owned by the developer of the site and will be managed by the City's existing homeless services provider at its existing Navigation Center, Mercy House. The City will also use PLHA funds to continue to pay for operating costs of the City's existing Navigation Center at its temporary location for the next three program years until the City's new mixed-use Navigation Center development is complete. The City will use other funding sources to in addition to PLHA funds to fully fund operating costs of the existing Navigation Center at its temporary location in program years 2019-2021 and the new Navigation Center after it is built.

§301(a)(7) Accessibility modifications in Lower-income Owner-occupied housing.

§301(a)(8) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.

§301(a)(9) Homeownership opportunities, including, but not limited to, down payment assistance.

§301(a)(10) Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing Projects, or matching funds invested by a county in an affordable housing development Project in a city within the county, provided that the city has made an equal or greater investment in the Project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an affordable housing Project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the affordable housing Project.

File Name:	**Plan Adoption**	***§302(c)(4)(D)*** *Evidence that the Plan was authorized and adopted by resolution by the Local jurisdiction and that the public had an adequate opportunity to review and comment on its content.*	Attached and on USB?	Yes

Legislative and Congressional Information

Rev. 5/20/20

Provide the Legislative and Congressional information for the applicant and each activity location, (if different than applicant location), included in this application.

To locate or verify the Legislative and Congressional information, click on the respective links below and enter the applicant office location zip code, the activity location site zip code(s) (i.e. zip code(s) where activities are performed), and any additional activity location site(s), as applicable.

California State Assembly | California State Senate | U.S. House of Representatives

Applicant Office Location			
	District #	**First Name**	**Last Name**
State Assembly Member	44	Jacqui	Irwin
State Senate Member	19	Hannah-Beth	Jackson
U.S. House of Representatives	26	Julia	Brownley

Activity Location 1 (if different from applicant location)			
	District #	**First Name**	**Last Name**
State Assembly Member			
State Senate Member			
U.S. House of Representatives			

Activity Location 2 (if different from applicant location)			
	District #	**First Name**	**Last Name**
State Assembly Member			
State Senate Member			
U.S. House of Representatives			

Activity Location 3 (if different from applicant location)			
	District #	**First Name**	**Last Name**
State Assembly Member			
State Senate Member			
U.S. House of Representatives			

Activity Location 4 (if different from applicant location)			
	District #	**First Name**	**Last Name**
State Assembly Member			
State Senate Member			
U.S. House of Representatives			

Activity Location 5 (if different from applicant location)			
	District #	**First Name**	**Last Name**
State Assembly Member			
State Senate Member			
U.S. House of Representatives			

Activity Location 6 (if different from applicant location)			
	District #	**First Name**	**Last Name**
State Assembly Member			
State Senate Member			
U.S. House of Representatives			

Activity Location 7 (if different from applicant location)			
	District #	**First Name**	**Last Name**
State Assembly Member			
State Senate Member			
U.S. House of Representatives			

Activity Location 8 (if different from applicant location)			
	District #	**First Name**	**Last Name**
State Assembly Member			
State Senate Member			
U.S. House of Representatives			

Activity Location 9 (if different from applicant location)			
	District #	**First Name**	**Last Name**
State Assembly Member			
State Senate Member			
U.S. House of Representatives			

Activity Location 10 (if different from applicant location)			
	District #	**First Name**	**Last Name**
State Assembly Member			
State Senate Member			
U.S. House of Representatives			

Activity Location 11 (if different from applicant location)			
	District #	**First Name**	**Last Name**
State Assembly Member			
State Senate Member			
U.S. House of Representatives			

Activity Location 12 (if different from applicant location)			
	District #	**First Name**	**Last Name**
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 13 (if different from applicant location)			
	District #	**First Name**	**Last Name**
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 14 (if different from applicant location)			
	District #	**First Name**	**Last Name**
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 15 (if different from applicant location)			
	District #	**First Name**	**Last Name**
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 16 (if different from applicant location)			
	District #	**First Name**	**Last Name**
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 17 (if different from applicant location)			
	District #	**First Name**	**Last Name**
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 18 (if different from applicant location)			
	District #	**First Name**	**Last Name**
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 20 (if different from applicant location)			
	District #	**First Name**	**Last Name**
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 21 (if different from applicant location)			
	District #	**First Name**	**Last Name**
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 22 (if different from applicant location)			
	District #	**First Name**	**Last Name**
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 23 (if different from applicant location)			
	District #	**First Name**	**Last Name**
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 24 (if different from applicant location)			
	District #	**First Name**	**Last Name**
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 25 (if different from applicant location)			
	District #	**First Name**	**Last Name**
State Assembly Member			
State Senate Member			
U.S. House of Representatives			

Application Development Team (ADT) Support Form

Rev. 5/20/20

Please complete the "yellow" cells in the form below and email a copy to: AppSupport@hcd.ca.gov. A member of the Application Development Team will respond to your request within ASAP.

Full Name:		Date Requested:		Application Version Date:	
Organization:		Email:		Contact Phone:	

Justification:

Issue #	Program Name &	Tab	Section	Cell#	Update/Comment	Urgency	ADT Status	Status Date
1								
2								
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Permanent Local Housing Allocation Program Application

City of Oxnard
July 21st 2020

CITY OF OXNARD CALIFORNIA

BACKGROUND

1. In 2017, Senate Bill 2 known as the Building Homes and Jobs Act, created the first permanent source of funding for affordable housing in California.
2. Revenue is generated through recording fees on real estate transactions that will fluctuate from year to year depending upon activity.
3. 70% of revenues collected are to be used to provide financial assistance to local governments for eligible housing and homelessness activities through the Permanent Local Housing Allocation program.

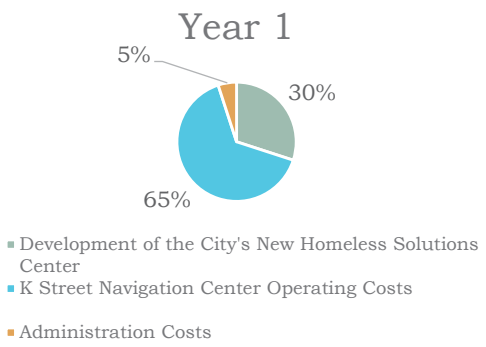
AVAILABLE FUNDING

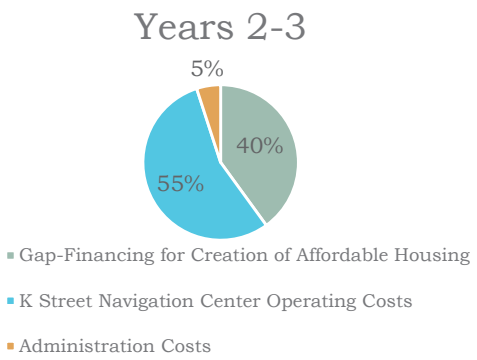
1. On February 26, 2020, the California Department of Housing and Community Development announced the availability of approximately $195 million in funding under the Permanent Local Housing Allocation Program Entitlement and Non-Entitlement local formula component and released the Notice of Funding Availability for these funds.
2. Grant funding is non-competitive for entitlement Cities and funding amounts are determined by using the same formula prescribed under federal law for the Community Development Block Grant.
3. The City of Oxnard is an entitlement local government and is eligible to receive a total of $1,158,429 as part of its first year Permanent Local Housing Allocation formula grant allocation and approximately $6,950,574 over the next five years.

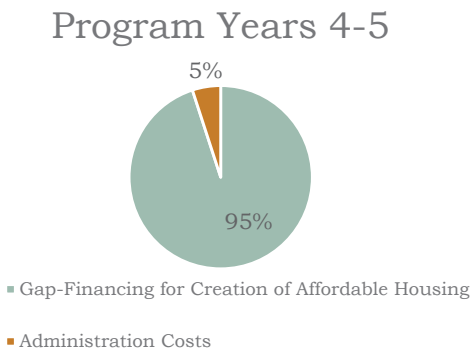
PROPOSED 5 YEAR PLAN

- K Street Navigation Center Operating Costs (50% AMI)
- Development of the City's New Homeless Solutions Center (50% AMI)
- Gap-Financing for the Creation of Affordable Housing (80% & 60% AMI)
- Administration Costs

PROPOSED 5 YEAR FUNDING PLAN -CONTINUED







RECOMMENDATION

1. Adopt a resolution authorizing the City Manager to submit an application for an amount not to exceed $6,950,574 in Permanent Local Housing Allocation formula grant funds to be issued over the next five program years to provide gap-financing loans for the creation of new affordable rental housing, for the development of the City's new mixed-use Navigation Center development, for ongoing operating costs for the City's existing Navigation Center at its temporary location over the next three years, and administrative costs, as well as execute a Standard Agreement, amendments, and modifications with the California Department of Housing and Community Development, upon award, and for the City Manager or designee to submit any related documents necessary to participate in the Permanent Local Housing Allocation program

2. Authorize an administrative budget adjustment by the Chief Financial Officer upon award of the grant

CITY OF OXNARD CALIFORNIA

QUESTIONS?

Written comments to:
emilio.ramirez@oxnard.org
or
elsa.brown@oxnard.org

Permanent Local Housing Allocation Program Application

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS
AGENDA ITEM NO. K.2

DATE: July 21, 2020

TO: City Council

FROM: Jeffrey Lambert, Community Development Director, (805) 385-7882, jeffrey.lambert@oxnard.org

SUBJECT: Updates to Oxnard City Code Chapters 11 and 16: to Create Consistency with Accessory Dwelling Units State Law; Incorporate Certain Cannabis Activities into the Zone Use Tables and Correct Typographical Errors (Chapter 16 Divisions 10 and 11); and Related to Cannabis Uses (Chapter 11). (15/10/10)

RECOMMENDATION

That the City Council:
1. Conduct a public hearing;
2. Determine the zoning text amendments are exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) and exempt under Public Resources Code Section 21080.17; and
3. Introduce Ordinances (by title only, waiving further reading) approving the following Ordinance Amendments to Oxnard City Code (OCC) Chapter 11 (Permits) and Chapter 16 (Zoning Code): (a) Chapter 16 to create consistency with State Accessory Dwelling Unit (ADU) legislation (Planning and Zoning Permit No. 20-580-03: Accessory Dwelling Units); and (b) Chapter 11 related to Cannabis uses and Chapter 16 use tables and various typographical corrections (Planning and Zoning Permit Nos. 20-580-01: Industrial Code; 20-580-04: Cannabis). (Planning Commission Approved 5-0)

BACKGROUND

Over the past three years, the City Council:

- Replaced the Chapter 16, Division 13, 'Second Unit' use with the Accessory Dwelling Unit (ADU) section in response to State Legislation.
- Created Chapter 11, Article XVII for the regulation of cannabis manufacturing, testing, distribution, and retail uses (Ords. 2960, 2965, and 2972, respectively);
- Comprehensively updated and replaced Chapter 16, Division 11, "Industrial Zones;" and
- Replaced the entire Chapter 16, Division 10, "Central Business District" zone code with the form-based "Downtown Code."

These changes to the OCC were developed and/or adopted in both tandem and overlapping time frames which resulted in the untended and incorrect internal cross-referencing. The technical and consistency changes contained in these Ordinance Amendments implement items as directed by the City Council and State legislation.

The first proposed Ordinance Amendment (Attachment 1) to OCC Chapter 16 updates ADU-related definitions (Accessory Dwelling Unit, Junior Accessory Dwelling Unit, and Primary Dwelling Unit) and replaces ADU Sections 16-465 to 16-469.9 by establishing nine "ADU Types" with intent language, zones where allowed (including allowing "Multi-family Accessory Dwelling Units" into the Downtown Code Allowed Uses Table (Section 16-148)), and development standards and regulations for each ADU Type consistent with 2017 and 2019 State ADU legislation. The

Ordinance Amendment was crafted with guidance from the Department of Housing and Community Development (HCD), and staff's experience with over 150 ADU applications and public and ADU design professionals input.

The second proposed Ordinance Amendment (Attachment 2) to OCC Chapter 11 corrects the Cannabis 'Retailer' definition by removing the sentence "Retail sales of cannabis and cannabis products are not allowed within the City of Oxnard" at the end of the definition, and to Chapter 16 inserts 'Downtown-Core' and 'Downtown-General' into the list of zones allowing cannabis retail use, and removes an unnecessary reference. The proposed Chapter 16 Ordinance Amendment would insert "Cannabis Retail" into the Downtown Code Allowed Uses Table (Section 16-148), incorporates commercial cannabis activities into the Industrial Zone use table (Section 16-163), and corrects miscellaneous typographical errors in the Industrial Zones sections.

Accessory Dwelling Unit Update (PZ No. 20-580-03)

In 2019, the Legislature further updated ADU and Junior ADU (Jr ADU) law, effective January 1, 2020, to clarify and promote the development of ADUs and Jr ADU's as a source of affordable housing in response to the State housing crisis. The legislative package (SB13, AB68, and AB881) included:

1. Requiring jurisdictions to allow the Jr ADU that was previously an optional use,
2. Allowing ADUs and Jr ADUs to be built concurrently with a single-family dwelling,
3. Allowing ADU's in all zoning districts that allow single-family housing and within non-habitable areas of multifamily structures,
4. Further reduced parking requirements,
5. Removing the owner-occupancy requirement for the next five years,
6. Reducing the side and rear yard setbacks are reduced from five to four feet unless a larger setback is needed for safety access,
7. Prohibited the application of open space and yard requirements,
8. Modifying fees for municipal utilities and limited exemptions or reductions in impact fees,
9. Mandated a 60-day 'clock' for ADU ministerial permitting, and
10. Prohibited ADUs being used as Short Term Rentals (this prohibition was incorporated into OCC Section 16-663.2(B) as part of the Short Term Rental regulations adopted with Ordinance No. 2969).

As the State's ADU regulations went into effect on January 1, 2020, staff has been processing ADUs through a Zone Clearance "over-the-counter" review where an applicant receives Planning Division approval if the proposed ADU is compliant with zoning and applicable ADU standards. Once the Zone Clearance is approved, the document is then incorporated into the Building Permit plan check construction documents.

To facilitate a streamlined ADU ministerial approval process within the statutory 60-day permitting window, staff created an ADU Worksheet for each ADU Type listed below that is intended for use both by the applicant and staff to clearly list standards and indicate compliance during the initial building permit review process.

Type	Description
1	New detached ADU-only structure with or without garage
2A	Conversion of Detached Accessory Structure to ADU
2B	Conversion of Primary Unit's attached Garage to ADU
2C	Conversion of existing Non-Residential Structure to Primary Dwelling Unit with ADU
3	ADU attached to Primary Unit
4	ADU fully within existing Primary Unit
5	Junior (JR) ADU within Primary Dwelling Unit
6	Conversion of Multi-Family Structure Areas not used as Livable Space (storage, passageways, attics, garages): at least 1 ADU, not more than 2 detached ADU's,total ADUs not to exceed 25% of total multifamily units.
7	Mixed ADU Types 1 to 4

ADU Types 1, 2A to 2C, 3 or 4 apply only to a parcel within an existing or concurrent proposal for a primary single-family dwelling unit. A Type 2C ADU would only be considered in tandem with conversion of a non-residential structure to a primary dwelling unit that requires a Development Design Review (DDR) permit.

The Type 5, Jr ADU, is a new use and defined as is limited to no more than 500 square feet and must be a converted area within the primary single-family dwelling unit such as a bedroom or garage. No additional parking is required for the Jr ADU. A Jr ADU may include separate sanitation facilities, or may share sanitation facilities with the existing structure. A Jr ADU's is allowed as a 'by right use' by State legislation within a single-family "Primary Unit" defined as the main residential structure containing one dwelling unit located on one legal lot. A Jr ADU may be combined with an ADU on the same property and what was a one-unit single-family parcel could be increased to three units: the existing Primary dwelling unit, a Jr ADU within the Primary dwelling unit. Jr ADUs are not allowed within multifamily structures.

State legislation also allows one or more ADU's within multifamily structures either by: 1) converting existing non-habitable space, such as a garage or storage area, and/or 2) new construction or conversion of non-habitable space of no more than two detached ADU's on the same parcel. The total number of multifamily ADU's that are either non-habitable space conversions and/or new construction is capped at 25 percent of the existing units. State law allows multifamily garages to be converted to an ADU, and State law also allows jurisdictions to require on-site replacement parking for a garage or surface parking space used for an ADU. While the City is requiring replacement parking for tenants if a garage is converted to an ADU, on-site guest parking spaces may be reduced to allow for (a) multifamily ADU(s).

State law is silent as to which process, if any, an ADU can be processed if it is inconsistent with adopted regulations. Staff has spoken with potential applicants and has found scenarios where it would be reasonable to exceed the standards (i.e. a large lot could contain both a large Primary Dwelling Unit and a large ADU). To address this scenario, staff has included a voluntary process where an applicant would elect to remove their application from a "by right" Zone Clearance process, and instead process an ADU that exceeds the "by right" standards subject to approval of a DDR permit.

Attachment 1 is the proposed ordinance. The ADU Worksheets and a detailed description of each ADU Type are presented in the Planning Commission staff report, Attachment 3 to this report.

<u>Downtown Code, Industrial Code and Cannabis Code Corrections (PZ Nos. 20-580-01 and 20-580-04)</u>

On April 2, 2019, the City Council adopted updates to the City's Industrial Code - Ordinance No. 2958 to:

1. Revise the format of the industrial zoning regulations for the City;
2. Amend regulations to all industrial, office and outdoor uses in industrial zones; and
3. Provide permitting authority for all industrial related permitted and conditionally permitted uses.

The adoption of City Ordinance No. 2958 was necessary to make the Industrial Zoning Ordinance consistent with the policies and directives of the 2030 General Plan that was adopted in October 2011.

On June 18, 2019, the City Council adopted Ordinance No. 2960 adding Chapter 11, Article XVII to the OCC regulating commercial cannabis activities. Ordinance No. 2960 also amended Chapter 16 allowing commercial cannabis activities in the following industrial zones: Business and Research Park (BRP); Limited Manufacturing (M-L); Light Manufacturing (M-1); and Heavy Manufacturing (M-2) subject to a Special Use Permit (SUP). Ordinance No. 2960 added regulations pertaining to commercial cannabis activities to sections pertaining to the Industrial Zoning Ordinance that was repealed under Ordinance No. 2958 (former Industrial Zoning Ordinance).

On July 16, 2019, the City Council replaced the entirety of the Chapter 16, Article III, Division 10, "Central Business District (CBD) Zone" with the "Downtown Zones," which implemented the "Downtown Code" subsequently codified as

Sections 16-145 to Section 16-158. The Downtown Code Section 16-148 includes a table of uses either permitted, conditionally permitted, or not allowed within the four Downtown Code zoning districts: Downtown Edge, Downtown Edge Open Sub-Zone, Downtown Core, and Downtown General. The Downtown Code largely replicated the CBD uses.

On October 1, 2019, the City Council adopted Ordinance No. 2965 which amended the permit requirements for Manufacturing, Testing and Distribution of Cannabis from a SUP to a Development Design Review (DDR) permit.

On December 17, 2019, the City Council adopted Ordinance No. 2972 to create regulations for cannabis retail dispensaries subject to a SUP; including adopting an ancillary recommendation to allow retail cannabis to certain sections of the aforementioned newly created downtown zoning districts.

The intent of this zone text amendment is to correctly incorporate regulations pertaining to commercial cannabis activities allowed under Ordinance Nos. 2960, 2965 and 2972 under the appropriate sections within the Downtown Code and Industrial Zoning Ordinance and make corresponding corrections in Chapter 11. No new regulations, activities, or zoning designations are being created through the proposed OCC modifications.

The proposed changes to Chapter 11 correct the Cannabis 'Retailer' definition by removing the sentence "Retail sales of cannabis and cannabis products are not allowed within the City of Oxnard" at the end of the definition; and the insertion of 'Downtown-Core' and 'Downtown-General' into the list of zones allowing cannabis retail use.

The proposed changes with Chapter 16 adds "Cannabis Retail" to the Section 16-148 Allowed Uses Table 16-148 as a conditionally allowed use in the Downtown Core and Downtown General zone areas, subject to approval of a Special Use Permit and applicable conditions in OCC Chapter 11; this change is consistent with Council's direction from December 17, 2019. Previously allowed cannabis activities will be incorporated into the 'Industrial Land Use Matrix' as stipulated within Ordinance Nos. 2960, 2965, and 2972, which collectively allow the manufacturing, testing, or distribution of cannabis and cannabis products in the M-L, M-1 and M-2 zones with approval of a DDR permit. An SUP is required for a commercial retail cannabis use in the BRP zone. Additionally, a note will be included in the notes portion of the use table to direct the reader to Chapter 11, Article XVII for further cannabis-related requirements.

Additional typographical errors are being corrected to the Industrial Code. A detailed description of proposed typographical corrections are presented in the Planning Commission staff report, Attachment 3 to this report, pages 7 to 10. Attachment 2 is the proposed ordinance.

General Plan and Zoning Consistency

All of the proposed Ordinance Amendments were reviewed by staff and the Planning Commission and found to be consistent with both the General Plan and Zoning standards. A detailed consistency evaluation is presented in the Planning Commission staff report, Attachment 3 to this report, pages 10 to 12.

Community Workshop and Public Input

Between December 2019 and January 2020, staff distributed draft ADU Type regulation materials to an ADU working group which primarily consisted of design professionals that submit the majority of ADU applications. Planning and Building & Engineering staff also met with the ADU working group in February 2020 to review and refine the ADU Types, Building Code considerations, permit procedures, and costs. In March 2020, City staff finalized the ADU Types and updated the City's ADU website. On June 15, 2020, Planning staff informed the Inter-Council Neighborhood Organization Executive Board of the proposed changes.

Planning Commission Recommendations

The Planning Commission held a public hearing on June 18, 2020 and unanimously recommended adoption by the City Council. No public correspondence was received.

ENVIRONMENTAL REVIEW

In accordance with the California Public Resources Code (PRC) Sections 21000 et seq. and theCalifornia Environmental Quality Act (CEQA) Guidelines (Sections 15000 et seq.), the Planning Commission determined that the proposed zoning text amendment are exempt from CEQA pursuant to Guidelines pursuant to Section 15061(b)(3) of the CEQA Guidelines and are exempt from CEQA (PRC Sec. 21080.17) as the proposed amendments are regulatory and format related and the amendments would not permit new activities or development intensity over what is allowed by current regulations and/or are proposed to create consistency with State statutes. A Notice of Exemption will be filed after the second reading.

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.

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.

Objective 1a. Focus available resources on a comprehensive effort to promote economic activity in Oxnard, including a marketing program that communicates the City's available resources and assets.

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.

Objective 2b. Improve relationships and communication between the City and the business community.

Goal 3. Enhance business retention and attraction.

Objective 4a. Streamline internal process to ensure government efficiencies.

Goal 5. Revitalize Oxnard's downtown and pursue economic development opportunities.

Objective 5a. Develop a vision and plan (with timelines) for downtown revitalization to create a vibrant center for our community, emphasizing cultural arts, diversity and historic assets.

FINANCIAL IMPACT

Staff and related expenses to research and update the ADU Code in Chapter 16 will be reimbursed from a State grant (SB2 "Code Update") intended to assist jurisdictions to comply with State legislation and enable and encourage production of affordable housing. Staff and related expenses to update Chapters 11 and 16 related to cannabis uses will be reimbursed from the cannabis permitting fee program. Industrial Code corrections expenses were minor and covered by the Community Development budget. As ADU's are developed, the cumulative effect may increase demand for

municipal utilities and police and fire calls. Development of an ADU is reported to the County Assessor and property valuation is adjusted, resulting in an incremental increase in General Fund revenue.

COMMITTEE OUTCOME

As this item was heard by the Planning Commission which held a public hearing; therefore, this item did not originate in Committee.

Prepared by: Isidro Figueroa, Principal Planner, Kathleen Mallory, Planning & Sustainability Manager, Scott Kolwitz, Planning Manager, Chris Williamson, Contract Planner

ATTACHMENTS

1. Proposed "ADU" Ordinance (PZ No. 20-580-03) (including Exhibit"A" - Part 4 Downtown Code Use Table)
2. Proposed "Cannabis and Related Updates" Ordinance (PZ Nos. 20-580-01 and 20-580-04) (including Exhibit "A" - Part 4 Downtown Code Use Table)
3. June 18, 2020 Planning Commission staff report (including only Attachments 1, Accessory Dwelling Unit Type Matrices, and 2, CEQA Notice of Exemption)
4. Presentation

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING OXNARD CITY CODE CHAPTER 16, ARTICLES II AND V, RELATED TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS. FILED BY THE COMMUNITY DEVELOPMENT DEPARTMENT, 214 SOUTH C STREET, OXNARD, CA, 93030.

WHEREAS, the City of Oxnard 2030 General Plan was adopted on October 11, 2011; and

WHEREAS, in 2019, the California State Legislature passed legislation that modified Accessory Dwelling Unit law, which became effective January 1, 2020; and

WHEREAS, on January 20, 2020, the Department of Housing and Community Development issued an ADU memorandum with direction to local jurisdictions on how to apply the several statutes that overlapped several topics; and

WHEREAS, the Community Development Director seeks to correctly incorporate City Council adopted regulations, update the Oxnard City Code to be consistent with State legislation, and to correct typographical errors; and

WHEREAS, the Community Development Director filed Planning and Zoning (PZ) Permit No. 20-580-03 to amend OCC Chapter 16, Article II, Section 16-10 to update the "Accessory Dwelling Unit" definition and add "Junior Accessory Dwelling Unit" and "Primary Dwelling Unit" definitions, and delete and replace Article V, Division 13, Sections 16-465 through 16-469.6 with an updated Accessory Dwelling Unit section reflecting recent State legislation; and

WHEREAS, on June 18, 2020, the Planning Commission of the City of Oxnard conducted a duly noticed public hearing to consider Applicant's request to approve Planning and Zoning Permit No. 20-580-03 (Zone Text Amendment) (the **"Project"**) in accordance with the Oxnard City Code, and

WHEREAS, after considering all the evidence in the record, including (but not limited to) the staff report (including the attachments), written submittals and verbal testimony from the public, the Planning Commission adopted a Resolution recommending that the City Council of the City of Oxnard (the "City Council") adopt the PZ No. 20-580-03, Zone Text Amendment; and

WHEREAS, on July 21, 2020, the City Council of the City of Oxnard conducted a duly noticed public hearing to consider Applicant's request to approve PZ No. 20-580-03 (Zone Text Amendment) (the **"Project"**) in accordance with the Oxnard City Code, and

WHEREAS, after considering all the evidence in the record, including (but not limited to) the staff report (including the attachments), written submittals and verbal testimony from the public; and

WHEREAS, there are no changes recommended under the proposed Zoning Text Amendment that would reduce or compromise existing standards that protect the health, safety or general welfare of the City; and

WHEREAS, the proposed Zone Text Amendment would create consistency with State legislation and be consistent with the land uses and development anticipated by the 2030 General Plan; and

WHEREAS, the adoption of Zone Text Amendment would be a reasonable exercise of the City's police powers to ensure the continued health, safety, and welfare of the public; and

WHEREAS, the proposed Accessory Dwelling Unit Zone Text Amendment is exempt from environmental review in accordance with PRC Sec. 21080.17 as the proposed amendments are regulatory and format related and the amendments would not permit new activities or development intensity over what is allowed by current regulations and/or are proposed to create consistency with State statutes. A Notice of Exemption is prepared and will be filed in accordance to the CEQA guidelines.

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

Section 1. Section 16-10(2) of the Oxnard City Code is amended to read as follows:

"(2) ACCESSORY DWELLING UNIT (ADU) - An attached or detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence or multifamily structure. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. An accessory dwelling unit also includes an efficiency unit as defined by HSC Section 17958.1 or a manufactured home as defined by HSC Section 18007. See Junior ADU definition."

Section 2. Section 16-10 of the Oxnard City Code is amended to read as follows and subsequent definitions within Section 16-10 to be consecutively renumbered:

"(xx) JUNIOR ACCESSORY DWELLING UNIT - A dwelling unit that is no more than 500 square feet in size and is contained entirely within a single-family dwelling. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure. See related definition of Accessory Dwelling Unit."

Section 3. Section 16-10(110) of the Oxnard City Code is amended to read as follows:

"(110) PRIMARY DWELLING UNIT - The main residential structure containing one dwelling unit located on one legal lot."

Section 4. Division 13 of Chapter 16 of the Oxnard City Code is amended to read as follows:

"DIVISION 13. ACCESSORY DWELLING UNITS

SEC. 16-465. PURPOSE AND FINDINGS.

(A) Accessory Dwelling Units (also known as "second units," "granny flats," "in-law suites," "tiny homes" and / or "cottages.") are small residential units on a permanent foundation located within, attached to, or detached and adjacent to the primary single-family unit or multifamily structure, 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. A Junior Accessory Dwelling Unit is established by Government Code Section 65852.22 and is considered a separate use under the provisions of section 16-467.2.

(E) For purposes of these regulations, references to "Director" shall mean the Community Development Director.

SEC. 16-465.1 TYPES OF ACCESSORY DWELLING UNITS.

An Accessory Dwelling Unit is classified as one of the following nine Types:

(A) Type 1: New Detached Accessory Dwelling Unit-Only Structure With or Without Garage.

(1) Purpose and Intent: Development of an Accessory Dwelling Unit in a new structure fully separate from the existing or proposed Primary Dwelling Unit involving no conversion of existing structures or attachments to the existing structures. All construction is to occur on the same legal parcel as the existing or proposed Primary Dwelling Unit.

(B) Type 2A: Conversion of an Existing Detached Legal Accessory Structure to an Accessory Dwelling Unit.

(1) Purpose and Intent: Conversion of an existing detached garage or accessory structure to an Accessory Dwelling Unit with no changes to or attachment to the Primary Dwelling Unit. All construction is to occur on the same legal parcel as the existing Primary Dwelling Unit.

(C) Type 2B: Conversion of a Primary Dwelling Unit's Attached Garage to an Accessory Dwelling Unit.

(1) Purpose and Intent: Conversion of only the Primary Dwelling Unit's attached garage to an Accessory Dwelling Unit with no conversion of the Primary Dwelling Unit area or attachment to the Primary Dwelling Unit. All construction is to occur on the same legal parcel as the existing Primary Dwelling Unit.

(D) Type 2C: Conversion of Existing Non-residential Structure to a Primary Dwelling Unit with an Accessory Dwelling Unit.

(1) Purpose and Intent: Conversion of an existing non-residential structure to a Primary Dwelling Unit with an internal or detached Accessory Dwelling Unit. The project could include an addition. All construction is to occur on the same legal parcel as the existing structure.

(E) Type 3: Accessory Dwelling Unit Attached to an Existing Primary Dwelling Unit.

(1) Purpose and Intent: New construction of an Accessory Dwelling Unit attached to the existing Primary Dwelling Unit with no conversion of the Primary Dwelling Unit interior living area. All construction is to occur on the same legal parcel as the existing Primary Dwelling Unit.

(F) Type 4: Accessory Dwelling Unit Fully Within an Existing Primary Dwelling Unit.

(1) Purpose and Intent: Conversion of only the existing Primary Dwelling Unit habitable areas to create an Accessory Dwelling Unit involving no attachment or conversion of attached or detached garage(s). All construction is to occur on the same legal parcel as the existing Primary Dwelling Unit.

(G) Type 5: Junior Accessory Dwelling Unit.

(1) Purpose and Intent: Conversion of existing Primary Dwelling Unit habitable area (i.e. bedroom) to a small Junior Accessory Dwelling Unit. All construction is to occur on the same legal parcel as the existing Primary Dwelling Unit.

(H) Type 6: Conversion of Multi-Family Non-Habitable Areas.

(1) Purpose and Intent: Conversion only of existing multi-family structure non-habitable areas (i.e. passageways, attics, and / or garages) to one or more

Accessory Dwelling Units, and allows not more than two detached Accessory Dwelling Units, with the total Accessory Dwelling Units not to exceed 25% of the existing number of multi-family units in the structure within the same project area. Junior Accessory Dwelling Units are not allowed in multi-family structures.

(I) Type 7: Mixed Accessory Dwelling Unit Types 1 to 4.

(1) Purpose and Intent: Development of an Accessory Dwelling Unit that is a mix of Types 1, 2A, 2B, 2C, 3, and/or 4 with an existing or proposed Primary Dwelling Unit on one legal parcel. A Junior Accessory Dwelling Unit is allowed as a separate Type 5 application.

SEC. 16-466. MINISTERIAL CONSIDERATIONS.

(A) Types 1, 2A, 2B, 3, 4, 5, 6 and 7 - If the Director receives an application to construct an Accessory Dwelling Unit or Junior Accessory Dwelling Unit and the proposal meets all of the requirements of the City Code, then within 60 days of the Director receiving an application for the Accessory Dwelling Unit or Junior Accessory Dwelling Unit, the Director shall ministerially approve the application without a hearing.

(B) Type 2C and 7 - If the Director receives an application to convert an existing non-residential structure to a residential use that includes a Type 2C Accessory Dwelling Unit, the application shall follow applicable permitting for the conversion of an existing non-residential structure to a residential use, and the application can include an Accessory Dwelling Unit as an allowed use, but the 60-day permit approval period does not commence until the date on which the converted structure has received permit approval by the Community Development Department.

(C) The 60-day statutory permit approval period commences when the Accessory Dwelling Unit or Junior Accessory Dwelling Unit application and plans are in the City's possession and deemed complete.

(D) An Accessory Dwelling Unit or Junior Accessory Dwelling Unit permit application may be denied ministerially under any one of the following situations:

(1) Plan check corrections remain unaddressed at day 60 and/or plans and/or responses to corrections remain in non-compliance with applicable codes.

(2) Development of the Accessory Dwelling Unit or Junior Accessory Dwelling Unit would create a life-safety hazard.

(3) The location of the proposed Accessory Dwelling Unit is within a district designated by the City Council as an area where development of Accessory Dwelling Units are not allowed based on adequacy of water and sewer services and the impact of Accessory Dwelling Units on traffic flow and public safety.

(E) Historic District or Historic Landmark Designation - Applications for an Accessory Dwelling Unit or Junior Accessory Dwelling Unit within a designated Historic District or on a parcel with a historic Landmark designation by the City of Oxnard, 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 cultural heritage permitting procedures for development in that location, except that the Accessory Dwelling Unit or Junior Accessory Dwelling Unit application and use is allowed pursuant to Cal. Gov't Code Section 65852.2. If a Junior Accessory Dwelling Unit application indicates no changes to the exterior of a dwelling unit, the cultural heritage permitting procedures may be waived by the Director.

(F) An Accessory Dwelling Unit may be proposed and constructed concurrently with construction of an addition to the Primary Dwelling Unit that, by and of itself, meets applicable zoning district development standards for the 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 habitable area.

(G) An application for an Accessory Dwelling Unit that does not comply with applicable standards (sec. 16-467) applicable Type standards (sec. 16-467.1, 16-467.2, or 16-467.3), and the proposed project does not otherwise meet criteria for a standards Variance per Chapter 16, Article Division 5, Sections 16-565 to 16-16-590, inclusive, may request that an Accessory Dwelling Unit application be removed from the statutory-by-right 60-day Building Permit process and submit an application for a Development Design Review Planning permit pursuant to section 16-525 under which the Accessory Dwelling Unit application is not considered ministerial and the 60-day statutory permitting period does not apply.

(H) A nonrefundable fee in the amount set by City Council Resolution shall be paid upon the filing of an application for an Accessory Dwelling Unit or a Junior Accessory Dwelling Unit. Applications may incur additional fees imposed pursuant to this code or other applicable regulations.

SEC. 16-467. GENERAL STANDARDS FOR ALL ACCESSORY DWELLING UNITS

Except as provided in section 16-469, ("Fire Safety Exception to Setback Requirements for Accessory Dwelling Units") or as stipulated in Section 16-467.1, 16-467.2, or 16-467.3, Accessory Dwelling Units shall meet or exceed all of the following standards.

(A) Functional areas - The Accessory Dwelling Unit shall comply with all applicable habitability standards. The Accessory Dwelling Unit shall contain an independent kitchen facility that shall include the following features: (i) sink; (ii) refrigerator of more than five-cubic feet capacity; and (iii) range or cooktop. The Accessory Dwelling Unit shall include a separate

bathroom with sink, toilet, and bathing facility; and separate or combined living and sleeping areas.

(B) Foundation - The Accessory Dwelling Unit shall be constructed on a permanent foundation, complying to the California Building Standards Code.

(C) 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.

(D) Public utility connection fees, meters, and capacity upgrades - 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.

(1) Accessory Dwelling Units 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.

(2) New utility connection or payment of impact fees shall not be required for an Accessory Dwelling Unit of less than 750 gross square feet.

(3) New utility connection or payment of impact fees shall be required for an Accessory Dwelling Unit of 750 gross square feet or larger based on the following formula:

(a) Calculate full impact and/or connection fees based on the total Accessory Dwelling Unit size,

(b) Divide Accessory Dwelling Unit size remainder greater than 750 square feet in to the total size in (a),

(c) Multiply (a) times (b).

(4) A new utility service meter shall only be required for a Type 1 Accessory Dwelling Unit, Type 2A if the detached garage is not already connected to the primary residence utility service, or Type 2C if a structure is not already connected.

(5) Existing water and wastewater service laterals and/or lines and/or meters may be required to upgrade to a capacity that includes the Accessory Dwelling Unit.

(E) Separate entrances - The Accessory Dwelling Unit shall have one entrance separate from the entrance to the Primary Dwelling Unit. Only one of the entrances may be visible from the front yard of the Primary Dwelling Unit unless the Primary Dwelling Unit 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, and the like, may be provided in accordance with applicable development standards.

(F) Occupancy by owner - For Accessory Dwelling Units permitted between January 1, 2020 and December 31, 2024, the primary residence or the Accessory Dwelling Unit is not required to be occupied by the property owner.

(G) Recorded agreement - Beginning on January 1, 2025, unless otherwise changed by State law, before a Certificate of Occupancy is issued for the Accessory Dwelling Unit, an agreement affecting real property shall be recorded against the property that imposes specific restrictions on the property including occupancy by owner of the property. The language of the agreement affecting real property shall be approved by the City of Oxnard prior to its recordation.

(H) Not for sale - The Accessory Dwelling Unit shall not be sold or offered for sale separately from the Primary Dwelling Unit, unless specifically allowed by State law.

(I) Rentals - The Accessory Dwelling Unit and/or the Primary Dwelling Unit may be rented. Rental terms shall be 30 days or longer.

(J) Only one Accessory Dwelling Unit - Not 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. A Junior Accessory Dwelling Unit may also be allowed pursuant to Section 16-467.2.

(K) Sprinklers - Fire sprinklers are required for any Accessory Dwelling Unit if they are required for the Primary Dwelling Unit.

(L) Building Code - All building standards code requirements that apply to detached dwellings apply to Accessory Dwelling Units.

(M) Maximum Height – Maximum height of the Accessory Dwelling Unit is the greater of the underlying zone designation, the existing height of an existing accessory structure being converted to an Accessory Dwelling Unit, or the height allowed by a permit approving the conversion of a non-residential structure to a residential use and an Accessory Dwelling Unit.

(N) Minimum Size – The minimum size of an Accessory Dwelling Unit shall be the same as an Efficiency Unit consistent with the meaning of Health & Safety Code Section 17958.1.

(O) Side, Rear, and Front Yard Setbacks - All otherwise applicable setback requirements shall apply except:

(1) The minimum required side and rear yard setback for an existing legal structure that encroaches into a required side or rear setback that is to be converted into an Accessory Dwelling Unit shall be equivalent to the existing legal structure's exterior walls that come nearest the property line and coterminous with the length of the encroachment.

(2) The minimum required side and rear yard setback for new development is four feet for an Accessory Dwelling Unit unless a larger setback is required for safety access purposes per Section 16-467.

(3) The front yard setback remains that of the underlying zoning on the applicant property.

(P) Development standards that do not apply – The following development standards do not apply to accessory dwelling units and are not to be considered in the application review:

(1) Minimum lot size,

(2) Minimum open space requirement,

(3) Minimum patio/balcony dimensions,

(4) Density and/or floor area ratio, and

(5) Interior yard space standards.

SEC. 16-467.1 TYPES 1, 2A, 2B, 2C, 3 and 4 STANDARDS.

Except as provided in Section 16-469, ("Fire Safety Exception to Setback Requirements for Accessory Dwelling Units"), Types 1, 2A, 2B, 2C, 3 and 4 Accessory Dwelling Units shall meet or exceed all of the following standards:

(A) Zoning compliance - Except as otherwise provided herein, the Primary Dwelling Units and the Accessory Dwelling Unit shall meet current applicable requirements for the zone in which the Primary Dwelling Unit 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 - Accessory Dwelling Units are allowed in the following zones: R-l, R-l-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 ("Medium Density Residential"); and R-4 (“Medium-High Residential Density”).

(C) Commercial and Mixed-Use zoned - Accessory Dwelling Units are allowed in the following zones if the lot is developed with only one legal Primary Dwelling Unit: C-1 (“Neighborhood Shopping Center“); C-2 (“General Commercial”); and DT-E (“Downtown Edge”).

(D) Single-family Dwelling - There must be an existing legal or proposed single-family dwelling on the lot.

(E) Passageways and Patio Covers - No passageway, breezeway, or other type of covered passageway that is not fully enclosed and/or conditioned space shall be allowed to connect the Primary Dwelling Unit to a detached Accessory Dwelling Unit. A patio cover attached to an Accessory Dwelling Unit may be approved that complies with the applicable Accessory Dwelling Unit setbacks and required separation from other structures. The patio cover area shall not be counted as part of the Accessory Dwelling Unit floor area.

(F) An ingress/egress addition not to exceed 150 square feet may be attached to a Type 2A, 2B, or 4 Accessory Dwelling Unit. The ingress/egress addition must comply with a minimum four-foot side and rear yard setback.

(G) Maximum gross floor area -

(1) Type 1: New Detached Accessory Dwelling Unit-only Structure With or Without Garage - The permissible floor area shall not be more than 1,200 gross square feet.

(2) Type 2A: Conversion of an Existing Detached Legal Accessory Structure to an Accessory Dwelling Unit - maximum permissible floor area shall not be more than 1,200 gross square feet.

(3) Type 2B: Conversion of a Primary Dwelling Unit's Attached Garage to an Accessory Dwelling Unit - maximum permissible floor area shall not be more than the size of the existing garage.

(4) Type 2C: Conversion of an Existing Non-residential Structure to a Primary Dwelling Unit with an Accessory Dwelling Unit - For a detached Accessory Dwelling Unit the maximum size shall not be more than 1,200 gross square feet. An Accessory Dwelling Unit that is attached to the Primary Dwelling Unit shall not exceed 50% of the size of the Primary Dwelling Unit; except that the maximum size shall not be less than 850 square feet for a one-bedroom or 1,000 square feet for two or more bedroom Accessory Dwelling Unit.

(5) Type 3: Accessory Dwelling Unit Attached to an Existing Primary Dwelling Unit – maximum permissible size shall not exceed 50% of the size of the primary unit; except that the maximum size shall not be less than 850 square feet for a one-bedroom or 1,000 square feet for two or more bedroom Accessory Dwelling Unit.

(6) Type 4: Accessory Dwelling Unit Fully Within an Existing Primary Dwelling Unit - no maximum size except that the Accessory Dwelling Unit shall be the smaller of the two dwelling units and the minimum floor area of both the primary and Accessory Dwelling Units shall be no less than that of an Efficiency Unit consistent with the meaning of Health & Safety Code (HSC) 17958.1.

SEC. 16-467.2 TYPE 5 JUNIOR ACCESSORY DWELLING UNIT STANDARDS.

Except as provided in Section 16-469, ("Fire Safety Exception to Setback Requirements for Accessory Dwelling Units"), a Type 5 Junior Accessory Dwelling Units shall meet or exceed all of the following standards:

(A) Zoning compliance - Except as otherwise provided herein, the Primary Dwelling Unit and the Junior Accessory Dwelling Unit shall meet current applicable requirements for the zone in which the Primary Dwelling Unit and the Junior Accessory Dwelling Unit are located. The Junior Accessory Dwelling Unit shall not be considered when calculating the maximum number of dwelling units permitted by the underlying zone designation.

(B) Residentially zoned - Junior Accessory Dwelling Units are allowed in the following zones: R-l, R-l-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 ("Medium Density Residential"); and R-4 ("Medium-High Residential Density").

(C) Commercial and Mixed Use zoned - Accessory Dwelling Units are allowed in the following zones if the lot is developed with only one legal Primary Dwelling Unit C-1 ("Neighborhood Shopping Center"), C-2 ("General Commercial"); or DT-E ("Downtown Edge").

(D) Single-family dwelling - There must be an existing legal or proposed primary single-family dwelling on the lot.

(E) Minimum gross floor area – 70 square feet for one person, 220 square feet for two persons consistent with Health & Safety Code Section 17958.1.

(F) Maximum gross floor area - permissible floor area shall not be more than 500 gross square feet.

(G) Conversion of habitable space and/or converted attached garage – the Junior Accessory Dwelling Unit shall consist only of Primary Dwelling Unit habitable area, such as a bedroom, and/or conversion of all or a portion of an attached garage so that the Junior Accessory Dwelling Unit is fully within the existing footprint of the Primary Dwelling Unit and its attached garage, except that an ingress/egress addition not to exceed 150 square feet may be attached to the Type 5 Junior Accessory Dwelling Unit. The ingress/egress additin must comply with a minimum four-foot side and rear yard setback.

(H) Kitchenette – minimum requirements are a hot and cold water sink, 4.5-cubic-foot refrigerator, two ground fault circuit interrupter outlets, 8 square feet of counter space, and 5 linear feet of cabinet space.

(I) Bathroom or Bathroom Access - Full bathroom or continuous access to a full bathroom via a common door to the primary unit that includes sink, toilet, and bathing facility. Bathroom access that requires crossing through an outdoor area is not allowed. A bathroom with a shower-only facility instead of a bathtub complies. Before a Certificate of Occupancy is issued for the Junior Accessory Dwelling Unit, an agreement affecting real property shall be recorded against the property that imposes specific restrictions on the property including bathroom access for the benefit of the Junior Accessory Dwelling Unit. The language of the agreement affecting real property shall be approved by the City of Oxnard prior to its recordation.

(J) Outside entrance - The Junior Accessory Dwelling Unit shall have one entrance separate from the entrance to the Primary Dwelling Unit. The outside entrance to the Junior Accessory Dwelling Unit shall not be visible from the front yard of the Primary Dwelling Unit unless the Primary Dwelling Unit and Junior 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 Junior Accessory Dwelling unit is allowed. A Junior 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, and the like, may be provided in accordance with applicable development standards.

SEC. 16-467.3 TYPE 6 MULTIFAMILY STRUCTURE STANDARDS.

Except as provided in Section 16-469, ("Fire Safety Exception to Setback Requirements for Accessory Dwelling Units"), Type 6 multi-family accessory dwelling units shall meet or exceed all of the following standards:

(A) Conversion of Multi-Family Non-Habitable Areas – existing non-habitable spaces within a multifamily residential structure such as storage, passageway, attics, or garages may be converted to one or more Accessory Dwelling Units.

(B) Detached – no more than two detached Accessory Dwelling Units are allowed in a legal multi-family structure within the same project area and lot that are either converted existing non-habitable space and/or new construction.

(C) Maximum Allowed – the sum of Accessory Dwelling Units that are conversions of non-habitable area (A) and/or detached structures (B) shall not exceed 25 percent of the pre-existing total legal multifamily dwelling units within the same project area and on the lot.

(D) Junior Accessory Dwelling Units are not allowed in multi-family structures.

(E) Residentially zoned - Accessory Dwelling Units are allowed in legal multifamily structures in the following zones: R-l, R-l-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 ("Medium Density Residential"); and R-4 (“Medium-High Residential Density”).

(F) Commercial and Mixed Use zoned - Accessory Dwelling units are allowed in the following zones if the lot is developed with one legal multi-family structure: C-1 (“Neighborhood Shopping Center “), C-2 (“General Commercial”); DT-E (“Downtown Edge”), DT-C (“Downtown Core”), and DT-G (“Downtown General”).

(G) Minimum gross floor area – 220 square feet for two persons consistent with Health & Safety Code Section 17958.1.

(H) Maximum gross floor area - permissible floor area shall not exceed 1,200 gross square feet.

(I) Entrance Location and Lighting – An Accessory Dwelling Unit entrance shall not open into a drive aisle or parking space or otherwise place the resident in a vehicular path of travel, and shall have outdoor lighting and a safe and clear pedestrian path to the primary unit’s public street frontage to the satisfaction of the Director.

SEC. 16-467.4 TYPE 7 APPLICATIONS THAT ARE A MIX OF ADU TYPES.

When a proposed Accessory Dwelling Unit is a combination two or more of Accessory Dwelling Unit Types 1, 2A, 2B, 2C, 3, or 4 and 5, the following procedure shall apply to identify the applicable development standards and permitting process:

(A) The applicant shall identify the two or more Accessory Dwelling Unit Types being utilized consistent with section 16-465.1.
(B) The applicant shall include calculations of the floor area for each Type as components of the project.
(C) The Director shall utilize the development standards of the Accessory Dwelling Unit Type component that has the largest floor area.
(D) A Type 5 Junior Accessory Dwelling Unit application is a separate application that may be submitted concurrently with a Type 7 application.

SEC. 16-468. OFF-STREET PARKING.

(A) Parking requirements - The requirements of City Code section 16-622(F) (entitled "Schedule of Vehicle-Off-Street Parking Requirements") apply, 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 walking distance 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 a Type 2A, 2B, or Type 4, constructed entirely within the proposed or existing primary dwelling unit or an attached or detached accessory structure and/or garage;

(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 use located within one block of the Accessory Dwelling Unit.

(D) Demolished or converted required parking spaces - When a required garage, carport, or covered parking structure for the Primary Dwelling Unit is demolished or converted in conjunction with the construction of an Accessory Dwelling Unit, required parking for the Primary Dwelling Unit shall be provided on the property, outside of the front yard setback, and on a city approved pad or structure.

SEC. 16-469. FIRE SAFETY EXCEPTION TO SETBACK REQUIREMENTS FOR ACCESSORY DWELLING UNITS.

Notwithstanding any other provision of this code to the contrary, the Director shall not ministerially approve an application for a permit to create an Accessory Dwelling Unit if the Accessory Dwelling Unit side and/or rear setbacks are insufficient for fire safety as determined by the Fire Marshal.

SEC. 16-469.5. ACCESSORY DWELLING UNIT IN SPECIFIC PLAN ZONES

Accessory Dwelling Units are allowed in Specific Plan use designation zones on legal lots that are developed in a manner equivalent to a zone designation listed within Sections 16-467.1, 16-467.2, and 16-467.3 as determined by the Director.

SEC. 16-469.6. EXCEPTIONS FOR LARGE LOTS WITH A PROPOSAL FOR NEW PRIMARY DWELLING 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 Dwelling 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 9,000 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 150% the size of the existing dwelling unit now designated as the accessory dwelling unit, not counting an attached or detached garage; and

(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), and (P), and the newly constructed housing unit is classified as the primary unit and subject to sections 16-467(K), (M), and (P).

(H) Nothing in this Section shall prevent approval of an application consistent with Sections 16-465.1 to 16-467.2 herein."

Section 5. Oxnard City Code Section 16-148, Allowed Uses Table within the Division 10 Downtown Code is amended as shown in Exhibit"A" incorporated herein by this reference.

Section 6. If any section, subsection, phrase, or clause of this Ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses be declared invalid.

Section 7. City Council approves reading of title only and waives reading of the ordinance at the second reading.

Section 8**.** This ordinance shall become effective thirty (30) days after it is finally adopted.

Section 9. 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 36933. Ordinance No. _____ was first read on July 21, 2020, finally adopted on _____, 2020, to become effective thirty (30) days thereafter.

PASSED AND ADOPTED this 21st day of July, 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Tim Flynn, Mayor

ATTEST:

_____
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

EXHIBIT A

ITEM #K-2

Insert "P[8]" in DT G and DT C cells, and insert footnote '8' at bottom as "Multifamily Structure only"

16-148 Allowed Uses

16-148.1 Applicability.

This section identifies the allowed uses and corresponding permit requirements within each zone, subject to the applicable development standards, development standards, and all other applicable requirements. Definitions of the uses are in Part 3. If a word or phrase used in the Downtown Code is not defined in Part 3, the definition in Section 16-10 of the City Code shall be used. If a word or phrase used in the Downtown Code is not defined in Section 16-10 of the City Code, the Director shall determine the correct definition, giving deference to common usage. Uses that are not listed are not allowed unless the Director makes a similar use determination.

A. Standards.

Allowed Uses
Table 16-148

Uses[1]	Downtown Zones			
	DT E	DT E-O	DT G	DT C
Residential				
Assisted Living, Residential Care Facility	---	C	C	C
Accessory Dwelling Unit (ADU)	P	P	P[8]	P[8]
Dwelling, multifamily	P	P	P[7]	P[7]
Dwelling, single-family attached	P	P	---	---
Dwelling, single-family detached	P	P	---	---
Home-based business[4]	P	P	P	P
Work/live, Live-Work	---	P	P	P[7]
Agriculture-Related				
Commercial Garden / Greenhouse(s) < 3,000 sq ft	---	P	P	P
Commercial Garden / Greenhouse(s) > 3,000 sq ft	---	P	P	P[3]
Farmer's Market	---	---	P	P
Recreation, Resources Preservation, Open Space, and Public Assembly				
Community Assembly < 10,000 sq ft	P[8] -	C	C	P
Community Assembly > 10,000 sq ft	---	---	C	C
Day care (family, child, adult) < 15	P	P	P	P[3]
Day care (family, child, adult) > 15	---	P	P	P[3]
Institution (includes school)	---	C	C	C
Public Open Space	P	P	P	P
Recreation/Commercial	---	---	P	P
Nightclub < 10,000 sq ft	---	---	---	C
Nightclub >10,000 sq ft	---	---	---	C

Key
P use allowed, subject to identified standards
C use requires approval of Special Use Permit (SUP)
--- use not allowed

Notes
1 In compliance with ground floor frontage requirements in *16-150*.
2 Bar allowed if accessory to a restaurant; requires SUP.
3 Not allowed on A Street between 3rd and 6th street.
4 Pursuant to City Code Ch. 16, Article V., Division 6 (Home occupation permits).
5 Required stealth design; Pursuant to City Code Ch. 16, Article V., Division 16 (Wireless communication facilities).
6 Minimum 5ft clear path on sidewalk and subject to issuance of encroachment permit.
7 Not allowed on ground floor in Shopfront Overlay.
8 Multifamily Structure only

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING OXNARD CITY CODE CHAPTER 11, ARTICLE XVII REGARDING COMMERCIAL CANNABIS USES AND CHAPTER 16, DIVISIONS 10 AND 11, TO INCORPORATE CERTAIN CANNABIS ACTIVITIES INTO THE DOWNTOWN CODE AND INDUSTRIAL ZONE USE TABLES; READOPTING THE INDUSTRIAL CODE SECTIONS 16-160 TO 16-173 TO RENUMBER AND CORRECT TYPOGRAPHICAL ERRORS. FILED BY THE COMMUNITY DEVELOPMENT DEPARTMENT, 214 SOUTH C STREET, OXNARD, CA, 93030.

WHEREAS, the City of Oxnard 2030 General Plan was adopted on October 11, 2011; and

WHEREAS, on April 2, 2019, the City Council adopted Ordinance No. 2958 to repeal and replace the Industrial Zoning Ordinance to be consistent with the policies and directives of the 2030 General Plan that was adopted in October 2011; and

WHEREAS, on June 18, 2019, the City Council adopted Ordinance No. 2960 to regulate commercial cannabis activities in select zones with select permit processes; and

WHEREAS, Ordinance No. 2960 added regulations pertaining to commercial cannabis activities to sections pertaining to the Industrial Zoning Ordinance that was repealed under Ordinance No. 2958 (former Industrial Zoning Ordinance); and

WHEREAS, on July 16, 2019, the City Council replaced the entirety of the Chapter 16, Article III, Division 10, "Central Business District (CBD) Zone" with the "Downtown Zones;" and

WHEREAS, on October 1, 2019, the City Council adopted Ordinance 2965 which amended the permit requirements for Manufacturing, Testing and Distribution of Cannabis from a SUP to a Development Design Review (DDR) permit; and

WHEREAS, on December 17, 2019, the City Council adopted Ordinance 2972 to create regulations for cannabis retail dispensaries subject to a Special Use Permit (SUP); including adopting an ancillary recommendation to allow retail cannabis in the aforementioned newly created downtown zoning districts.

WHEREAS, the Community Development Director seeks to correctly incorporate City Council adopted regulations, update the Oxnard City Code to correct typographical errors; and

WHEREAS, the Community Development Director filed PZ Permit No. 20-580-04 to amend OCC Chapter 11, Article XVII, Section 11-454(GGG) to correct the "Retailer" definition, Section 11-468(D)(1)(b) to remove a Section reference, Section 11-473(B) to insert "Downtown-Core" and "Downtown-General" into the list of zones allowing cannabis retail use; and

WHEREAS, the Community Development Director filed PZ Permit No. 20-580-01 to amend OCC Chapter 16, Article III, Divisions 10 and 11 to incorporate certain cannabis activities into the Downtown Code and Industrial Zone use tables, to remove Section 16-173, and to correct typographical errors; and

WHEREAS, the proposed Zone Text Amendments would ensure that Chapters 11 and 16 are internally consistent with each other and the 2030 General Plan; and

WHEREAS, the Zone Text Amendments herein and attached Exhibit A establish specific use provisions consistent with the action items and policy directives in California State Law, the 2030 General Plan, and the proposed Zone Text Amendments would ensure that OCC Chapters 11 and 16 are internally consistent with itself and the 2030 General Plan; and

WHEREAS, the proposed Zoning Text Amendments include technical amendments that are in the public interest and reflect the input from residents, decisionmakers, and other stakeholders in the community. There are no changes recommended under the proposed Zoning Text Amendments that would reduce or compromise existing standards that protect the health, safety or general welfare of the City; and

WHEREAS, on June 18, 2020, the Planning Commission of the City of Oxnard conducted a duly noticed public hearing to consider Applicant's request to approve Planning and Zoning Permit Nos. 20-580-01 and 20-580-04 (Zone Text Amendments) (the **"Project"**) in accordance with the Oxnard City Code (OCC), and

WHEREAS, after considering all of the evidence in the record, including (but not limited to) the staff report (including attachments), written submittals and verbal testimony from the public, the Planning Commission adopted a Resolution recommending that the City Council of the City of Oxnard (the "City Council") adopt the Zone Text Amendments; and

WHEREAS, on July 21, 2020, the City Council of the City of Oxnard conducted a duly noticed public hearing to consider Applicant's request to approve Planning and Zoning Permit No. 20-580-03 (Zone Text Amendment) (the **"Project"**) in accordance with the Oxnard City Code, and

WHEREAS, after considering all the evidence in the record, including (but not limited to) the staff report (including the attachments), written submittals and verbal testimony from the public; and

WHEREAS, there are no changes recommended under the proposed Zoning Text Amendment that would reduce or compromise existing standards that protect the health, safety or general welfare of the City; and

WHEREAS, the proposed Zone Text Amendments do not involve any direct physical changes to the environment. There are no changes in landforms or land uses are proposed as a part of the proposed Zone Text Amendments and all public services for existing land uses will remain as-is, with no changes and no diminishment of service or safety. Moreover, the proposed Zone Text Amendments would be consistent with the land uses and development anticipated by the 2030 General Plan; and

WHEREAS, the adoption of Zone Text Amendments would be a reasonable exercise of the City's police powers to ensure the continued health, safety, and welfare of the public by clarifying the implementation procedures of industrial zones throughout the City of Oxnard; and

WHEREAS, the proposed Zone Text Amendments are in compliance with the provisions of the California Environmental Quality Act (CEQA) because this project is categorically exempt from environmental review in accordance with Section 21084 of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines. A Notice of Exemption is prepared and will be filed in accordance with CEQA guidelines.

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

Section 1. Section 11-454(GGG) of the Oxnard City Code is amended to read as follows:

"(GGG) 'Retailer' - a commercial cannabis business facility where cannabis, cannabis products, or devices for the use of cannabis or cannabis products are offered, either individually or in any combination, for retail sale, including an establishment (whether fixed or mobile) that delivers, pursuant to express authorization, cannabis and cannabis products as part of a retail sale, and where the operator holds a valid commercial cannabis business permit from the City of Oxnard authorizing the operation of a retailer, and a valid state license as required by state law to operate a retailer."

Section 2. Section 11-468(D)(1)(b) of the Oxnard City Code is amended to read as follows:

"(b) If the original permittee is an unincorporated association, mutual or public benefit corporation, agricultural or consumer cooperative corporation and subsequently transitions to or forms a new business entity as allowed under the MAUCRSA provided that the Board of Directors (or in the case of an unincorporated association, the individual(s) listed on the City permit application) of the original permittee entity are the same as the new business entity."

Section 3. Section 11-473(B) of the Oxnard City Code is amended to read as follows:

"(B) All cannabis retail dispensary businesses have been conceptually identified on land use maps, with actual siting subject to land use siting criteria and buffer requirements as stipulated in this ordinance. Retail dispensaries are conceptually permitted in property zoned Downtown-Core (DT-C), Downtown-General (DT-G), Neighborhood Shopping Center (C-1), Neighborhood Shopping Center Planned Development (C-1-PD), General Commercial (C-2), or General Commercial, Planned Development (C-2-PD), and Commercial Planned Development (CPD), Business Park, Retail Commercial, and Commercial Manufacturing zones within the Rose Santa Clara Corridor Specific Plan. Retail dispensaries may also be located in the following Specific Plan areas subject to relevant Specific Plan requirements, and input from the Business Park Association (if operational): RiverPark - commercial office, commercial convention, and commercial regional, Sakioka Farms, and Camino Real Business Park."

Section 4. OCC Section 16-148, Allowed Uses Table within the Division 10 Downtown Code is amended as shown in Exhibit"A" included herein by reference.

Section 5. Amend OCC Chapter 16, Article III, Division 11, Section 16-145 to Section 16-173 to read as follows:

"DIVISION 11. INDUSTRIAL ZONES

SEC. 16-160. PURPOSE AND INTENT.

The following are descriptions of the purpose and intent of each one of the industrial zoning districts in the City. All permitted and conditionally permitted uses shall be consistent with the purpose and intent of the respective zone.

(A) C-M (Commercial Manufacturing Zone). The purpose of the C-M Zone is to provide a zone for selected commercial retail sales and services, light manufacturing, warehousing, distributing, storage, and wholesale activities that are conducted totally within a building and with development standards suitable for commercial and limited industrial districts. This zone district also allows for permanent and temporary emergency shelters and emergency shelters for families, supportive and transitional housing, and farmworker housing pursuant to statutory requirements, and provides an appropriate transition from residential areas to more intense industrial activities.

(B) BRP (Business and Research Park Zone). The purpose of the BRP Zone is to provide areas for a limited group of professional, administrative, and research, and limited manufacturing

uses along with limited commercial activities intended to support such uses. Such uses shall be oriented toward major transportation elements such as freeways, airports, and harbors, and shall be developed to specific property and development design standards.

(C) M-L (Limited Manufacturing Zone). The purpose of the M-L Zone is to provide areas suitable for the development and protection of restricted manufacturing uses and activities involving a high level of performance and site development. Uses may include administrative, wholesaling, warehousing, and manufacturing activities, and scientific research offices and laboratories, including certain accessory facilities necessary to serve the employees of such uses located in the zone. The development and performance standards of this division will enhance views from major transportation routes and assure a high-quality environment compatible with surrounding and abutting residential zones. This zone district also allows for permanent and temporary emergency shelters and emergency shelters for families to provide housing pursuant to statutory requirements, and for adult businesses.

(1) Manufacturing uses shall be limited to the fabrication, assembly, compounding, processing, or packaging of materials in a processed form that do not, in their maintenance, assembly, or packaging, create obnoxious or offensive smoke, gas, odor, dust, sound, vibration, soot, or lighting.

(2) In order to avoid reduction of the City's industrial base and to protect industrial land and improvements from encroaching upon incompatible uses or uses more properly suited to other districts, residential and commercial uses, except as provided herein, are not permitted in the Limited Manufacturing Zone.

(D) M-1 (Light Manufacturing Zone). The purpose of the M-1 Zone is to provide areas for manufacturing and related service uses and activities where the principal activity occurs within a building, but also permits outdoor assembly, fabrication, public services, and storage that conform to the development and performance standards of this Chapter, and provide areas suitable for adult businesses. Industrial uses in this zone shall be limited to those that conduct fabrication, assembly, or/and processing of materials (including agricultural produce) primarily within a building. The development and performance standards of this Chapter limit the creation of smoke, gas, odor, dust, sound, and vibration that might be detrimental to health, safety, and welfare to protect any adjoining uses. Wholesale and retail sales and services related to principal uses are permitted. Limited outdoor storage associated with a primary use may be permitted.

(E) M-2 (Heavy Manufacturing Zone). The purpose of the M-2 Zone is to provide areas for industrial uses that are primarily outdoor and/or within specialized structures that may involve general manufacturing, processing, and/or fabrication activities, including outdoor storage and

manufacturing, that are specifically excluded from other industrial zones and which do not require highly restrictive performance and development standards in regard to adjoining uses.

SEC. 16-161. PERMIT REQUIREMENTS FOR INDUSTRIAL USES.

The required permit for a respective industrial land use is indicated in section 16-163, industrial land use matrix. The permit requirements are as provided for in this chapter and as further provided for below.

(A) Special Use Permit (SUP). The permit application requirements and process for a Special Use Permit are set forth in Article VII, Division 3, of this Chapter.

(B) Development Design Review (DDR) permit. The permit application requirements and process for Development Design Review permit are set forth in Article VII, Division 2, of this Chapter.

(1) A DDR permit may be required for either the review and approval of the construction of a new industrial building, and/or the review and approval of a use which requires administrative review to insure compliance with the provisions of this chapter and other regulatory requirements.

(2) For the review of uses proposed to be located in existing structures, the director may determine the level of information and plans required.

(C) Minor Modifications. Where a planning permit such as a Special Use Permit, Planned Development Permit, or Development Design Review permit has been previously approved, the City may elect to modify that existing permit in lieu of requiring the application and approval of a new Special Use or Development Design Review permit for a proposed physical modification or use clearance, provided such physical modification is within the parameters for Minor Modifications provided for in this Chapter or by administrative policy.

(D) Permitted uses: Zone Clearance. Permitted uses are subject to the requirement for approval of a Zone Clearance in accordance with this Chapter.

(E) Specific Plan permit requirements. For development in areas within a designated Specific Plan, the following table identifies the permit processing requirements.

Specific Plan	***Permit Type***	
	DDR	***SUP***

Rose/Santa Clara	All new development	Drive-through uses Outdoor storage
Northfield-Seagate	All new development	SUP when use requires this per this code
McInnis Ranch	All new development under 100,000 square feet	All new development over 100,000 square feet SUP when use requires this per this code
Sakioka Farms	All new development	None
Camino Real	All new development	SUP when use requires this per this code

SEC. 16-162. NON-INDUSTRIAL USES.

The City Council has determined that certain non-industrial uses may be permitted in industrial zones in order to achieve land use compatibility objectives. Those uses include adult uses and churches and religious facilities. Consistent with the guidance provided in section 16-163, industrial land use matrix, the following provisions and restrictions apply.

(A) Adult uses. Adult uses are further governed by Article V, Division 1 of this Code.

(B) Churches and religious institutions. To insure the integrity and economic viability of the industrial zoning districts and promote compatibility with assembly type uses such as churches, mosques, synagogues, and other religious facilities, the following additional restrictions apply to industrial zoned properties.

(1) All religious facilities in industrial zones are subject to a Special Use Permit to permit the evaluation of land use compatibility and potential negative impacts on nearby industrial uses and hazard exposure to facility users.

(2) Religious facilities may be permitted in multi-tenant buildings in the C-M, BRP, and M-L zones, subject to a Special Use Permit.

(3) Schools which provide standard K-12 educational instruction are not permitted in any industrial zone. Religious instruction such as Sunday schools, bible study, and similar classes may be permitted subject to a Special Use Permit.

(4) Religious institutions in the M-1 and M-2 must be located in freestanding buildings.

(C) Senate Bill (SB) 2 uses. For the purposes of this section, certain terms and words are defined as follows:

(1) 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.

(2) 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.

(3) 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 12-month period. No individual or household shall be denied emergency shelter because of an inability to pay.

(4) 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.

(5) 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.

SEC. 16-163. INDUSTRIAL LAND USES BY ZONE: INDUSTRIAL LAND USE MATRIX.

The allowed land uses in the industrial zoning districts are identified in the following table.

Industrial Land Use Matrix						
Key: ***Blank: Not Allowed P: Permitted Use (Requires a Zone Clearance)*** ***SUP: Special Use Permit DDR: Development Design Review Permit***						
Land Use	***Zone District***					
	CM	***BRP***	***M-L***	***M-1***	***M-2***	***Notes***
Administrative, executive, and/or corporate offices which are a part of a predominantly industrial operation, including governmental offices and facilities	P	P	P	P	P	
	CM	***BRP***	***M-L***	***M-1***	***M-2***	***Notes***
Administrative, financial, professional, medical, and general office services	P	P	SUP			
Adult businesses, except adult motels		P	P	P	P	Refer to section 16-337
Adult day care facilities	P	P				

Adult motels	P					Refer to section 16-336
Agricultural and construction vehicle sales with incidental repair and service	SUP		DDR	DDR		
Agricultural, limited to growing of crops	P	P	P	P	P	
Aircraft modification, storage, repair, and maintenance				P	P	
Aircraft sales	P	P	P	P		
Alcohol sales: on-site, off-site, and wine tasting	SUP	SUP	SUP	SUP		
Ambulance base facilities	P	P	P	P	P	
Appliance repairs	P		P	P		
Asphalt or concrete manufacture or refining					DDR	
Assembly or repair of small electrical and electronic equipment	P		P	P		
Assisted living residential facility		SUP				
Auction houses	P	P	P	P	P	
Boat building and repair				P	P	
Boiler repair and maintenance				P	P	
Book binding	P	P	P	P	P	
Bottling/canning plants			P	P	P	

Breweries, microbrew (less than 60,000 barrels). A SUP is required if including tasting rooms	DDR	DDR	DDR	DDR		
Breweries, craft (more than 60,000 barrels, less than 2 million barrels). A SUP is required if including tasting rooms	DDR	DDR	DDR	DDR		
Breweries, large (more than 2 million barrels)				DDR	DDR	
Brick, tile, or terra cotta manufacture				DDR	DDR	
Business furniture, supplies, and equipment sales	P	P	P			
Cabinet or carpenter shops	P		P	P	P	
Cafeterias accessory to permitted uses for the convenience of persons employed on the premises		P	P	P	P	
	CM	***BRP***	***M-L***	***M-1***	***M-2***	***Notes***
Commercial Cannabis Activities						
Distribution		DDR	DDR	DDR	DDR	See Section 16-173; Article XVII Chapter 11
Manufacturing		DDR	DDR	DDR	DDR	See Section 16-173; Article XVII

						Chapter 11
Testing		DDR	DDR	DDR	DDR	See Section 16-173; Article XVII Chapter 11
Retail		SUP				See Section 16-173; Article XVII Chapter 11
Carpet, rug, and dry-cleaning plants	P		P	P	P	
Cement, glass, lime, gypsum, or plaster manufacture					DDR	
Ceramic products	P		P	P	P	
Children's day care facility serving more than 15 children	SUP	SUP				
Churches	SUP	SUP	SUP	SUP	SUP	Refer to section 16-162(B)
	CM	***BRP***	***M-L***	***M-1***	***M-2***	***Notes***
Coffee shops, cafes	P	P	DDR	DDR	DDR	
Cold storage facilities including agricultural freezers and ice production and sales			P	P	P	
Commercial and retail uses	P	DDR	DDR	DDR		Refer to section 16-171

Commercial recreational and entertainment uses, such as batting cages, gymnasiums, boxing gyms, escape rooms, bowling alleys, skating rinks, and similar recreational uses as determined by the planning manager	DDR	DDR	DDR	DDR		
Computer and business machine sales and service	P	P	P			
Convenience markets and drugstores	P	DDR				
Corporate training and professional development facilities including ancillary outdoor activities	P	P	P	P	P	
Day care facilities accessory to industrial uses		DDR	DDR	DDR		
Day care facilities (over 12 children) as a principal use	DDR	DDR				
Distribution, warehousing, and wholesaling	P	P	P	P	P	
	CM	***BRP***	***M-L***	***M-1***	***M-2***	***Notes***
Drive-through services	SUP	SUP	SUP			
Drop forge industries					DDR	
Dwelling unit, one per establishment, for security or management when located on the premises where such person is employed in such capacity and accessory to an industrial use	DDR		DDR	DDR	DDR	
Electric motor rebuilding	P		P	P	P	

Electrical and lighting supply	P		P			
Electronic and computer repair	P	P	P			
Emergency shelter for families	SUP		P			
Emergency shelter, permanent	SUP		P			
Emergency shelter, temporary	SUP		P			
Employment agencies	P	P				
Energy generation, distribution, storage, and support facilities, including electrical and gas utilities	SUP	SUP	SUP	SUP	DDR	
Explosives, manufacture or storage					DDR	
Farmworker housing	SUP		P	P	P	
Feed sales	P		P	P		
Fertilizer manufacture					DDR	
	CM	***BRP***	***M-L***	***M-1***	***M-2***	***Notes***
Firearm and ammunition sales			SUP			Refer to Chapter 16, Division 19
Fish smoking, processing, curing, or canning				DDR	DDR	
Florists	P	P				
Freight classification yard, including truck and bus storage and maintenance				DDR	P	

Furniture manufacture and assembly	P		P	P	P	
Furniture upholstery shops	P		P	P		
Garbage, offal, or dead animal reduction or dumping					P	
Garment manufacturing		P	P	P	P	
Gas bulk storage, manufacturing, and distribution of flammable liquids and all gases					DDR	
General office, including legal, professional, medical, consulting, or similar	P	P				
Indoor firearm range			SUP			Refer to Chapter 16, Division 20
	CM	***BRP***	***M-L***	***M-1***	***M-2***	***Notes***
Iron, steel, brass, or copper foundry or fabrication plant				SUP	DDR	
Kennels and animal boarding	DD R		DDR	DDR	DDR	
Kennel day care	P		P	P	P	
Laboratories, research only		P	P			
Laundry, commercial	P		P	P	P	

Light metal fabrication (for example, sheet metal, wrought iron, and the like)	P		P	P	P	
Lumber yards with incidental sales of building and hardware supplies (outside storage)	SUP			SUP	P	
Machine shops	P		P	P	P	
Manufacture and assembly of electrical and electronic instruments, devices, and components	P	P	P	P	P	
Manufacturing and maintenance of electric neon signs	P		P	P	P	
Manufacturing, compounding assembly, or treatment of articles or merchandise from prepared materials such as, but not limited to, canvas, cloth, stones, wood products, and leather			P	P	P	
	CM	***BRP***	***M-L***	***M-1***	***M-2***	***Notes***
Manufacturing, compounding, processing, packaging, or treatment of food products such as, but not limited to, bakery, dairy, fruits and vegetables, and honey			P	P	P	
Marine equipment sales with incidental repair and service	P		P	P	P	
Medical product sales	P	P	P			

Medical: hospitals and medical centers		SUP				
Metals recycling and storage, including sales				SUP	DDR	
Mini-warehouses and self-storage facilities	SUP		SUP	SUP	SUP	Refer to Resolution No. 6446
Mobile home sales and display	DDR		DDR	DDR	DDR	
Motels, hotels, and convention facilities	SUP	SUP				
Off-site non-accessory signs or billboards					SUP	Refer to section 16-608(G)
Oilcloth or linoleum manufacture					P	
Outdoor storage or assembly as a primary use					SUP	
Outdoor storage, incidental/accessory to uses otherwise permitted			DDR	DDR	DDR	
	CM	***BRP***	***M-L***	***M-1***	***M-2***	***Notes***
Paint, oil, shellac, turpentine, and varnish manufacture					DDR	
Paper and pulp manufacture					DDR	
Pawnshops	SUP					
Petroleum bulk plants and distribution				SUP	DDR	
Petroleum refining					DDR	

Photographic studios and services	P	P	P			
Planning mills				SUP	DDR	
Plastic manufacture				P	P	
Plumbing supply	P		P	P		
Printing shop, lithographing, photocopying, blueprinting, and publishing	P	P	P	P	P	
Product assembly plants and production facilities primarily engaged in final or partial assembling of packaging of premanufactured, treated, or fabricated components, materials, or products	P	P	P	P	P	
Public service uses - communications, fire and police, water, and other governmental or public facilities	DDR	DDR	DDR	DDR	DDR	
Radio or television broadcasting station	P	P	P	P	P	
Railroad support services				SUP	DDR	
	CM	***BRP***	***M-L***	***M-1***	***M-2***	***Notes***
Recycling collection: collection recycling facility for the acceptance of materials from the public including a bulk or single-feed reverse vending machine, a kiosk unit, or a permanent building				DDR	DDR	
Recycling mobile unit: mobile recycling unit used for the collection of recycled materials including the bins, boxes, or containers for the collection of recyclable	DDR		DDR	DDR	DDR	

materials						
Recycling processing facility: processing facility for ferrous and non-ferrous materials including the preparation of material for efficient shipment which includes baling, briquetting, flattening, grinding, crushing, mechanical sorting, shredding, cleaning, and re-manufacturing. Outdoor bin storage allowed for the collection of recycled materials				SUP	SUP	
Refrigeration and air conditioning repair and service	P		P	P	P	
Research and development, experimental or developmental laboratories		P	P	P	P	
Research, development, and clinical laboratories and uses including associated incidental and outpatient clinics		P				
Restaurants and delicatessens	P	P	P	DDR	DDR	
	CM	***BRP***	***M-L***	***M-1***	***M-2***	***Notes***
Rock crusher or distribution of rock, sand, or gravel					DDR	
Sale of building and hardware supplies within a building	P		P	P	P	
Specialized commercial retail centers oriented toward major transportation elements such as freeways, expressways, and other major transportation corridors. Specialized commercial uses include		SUP				

promotional, discount, factory outlet, and off-price shopping centers, as well as centers that are tourist-oriented or oriented to other specialized markets. Specialized commercial uses may also include general commercial uses in special or unique settings						
Stationery and office supplies	P	P				
Supportive housing	SUP					
Taxidermist	P		P	P		
Textiles manufacturing			P	P	P	
Trade schools, public and private schools and colleges, dance, and performing arts studios	P	P	DDR			
Transitional housing	SUP					
Vehicle assembly				SUP	DDR	
	CM	***BRP***	***M-L***	***M-1***	***M-2***	***Notes***
Vehicle and equipment dismantling and recycling, including sale of parts and vehicles					SUP	
Vehicle rental agencies	DDR	DDR	DDR			
Vehicle repair, including engine overhaul, body and fender work, transmission, radiator repair, painting, and upholstering	P		P	P	P	
Vehicle service stations	SUP	SUP	SUP	SUP	DDR	

Vehicle storage				SUP	SUP	
Veterinarians with on-site kennels	DDR		DDR	DDR	DDR	
Veterinarians with no on-site kennels	P		P	P	P	
Welding shops			P	P	P	
Wine production facility			SUP	P	P	
Wine tasting with or without cafes		SUP	SUP	SUP		

SEC. 16-164. DEVELOPMENT STANDARDS.

The following table sets forth development standards for all of the industrial zone districts in the City. All permitted and conditionally permitted uses shall be consistent with the purpose and intent of the respective zone.

Development Standards					
Standard	***Zone District***				
	C-M	***BRP***	***M-L***	***M-1***	***M-2***
Minimum	Commercial	20,000 sq. ft.	15,000 sq. ft.,	15,000 sq. ft.	15,000 sq. ft.

lot size	and light manufacturing lots created after January 1, 1974, shall have a minimum area of 10,000 sq. ft.		exclusive of any public right-of-way dedicated for road purposes or proposed road purposes		
Minimum lot width Interior lots Corner lots	50 ft. 75 ft.	100 ft. 150 ft.	100 ft. 150 ft.	100 ft. 150 ft.	100 ft. 150 ft.
	C-M	***BRP***	***M-L***	***M-1***	***M-2***

Maximum building height	35 ft.*	35 ft.*	All buildings and structures shall be limited to a height of 35 feet, except that height limits may be increased one foot for each additional one foot increase to all of the required building setbacks	55 ft.	No building shall exceed a height at the street line of 8 stories or 100 ft.
Front yard setback	None; See Section 16-165	30 ft.; 40 ft. when adjacent to designated thoroughfare	See section 16-165	10 ft.; 30 ft. when adjacent to designated thoroughfare. See Section 16-165	10 ft.; 30 ft. when adjacent to designated thoroughfare; See Section 16-165
Side yard setback	None; 10 ft. if adjacent to R zone; See Section 16-165	Equal to height of building unless otherwise permitted by a SUP	See section 16-165	None; See Section 16-165	None; 5 ft. if adjacent to R zone
	C-M	***BRP***	***M-L***	***M-1***	***M-2***

Rear yard setback	20% of depth of lot not to exceed 20 ft.	20 ft.	See section 16-165	Equal to height of building; See Section 16-165	None
Street side yard setback	10 ft.; See Section 16-165	Half of height of building	See section 16-165	Same as front yard; See Section 16-165	Same as front yard; See Section 16-165
Setback from residential zoned property	See section 16-165	100 ft.; See Section 16-165	See section 16-165	30 ft.; same setback applies if parcel abuts an alley separating the parcel from a residential zone; see section 16-165	20 ft.; see section 16-165
Maximum lot coverage	40%	40%	50%	70%	70%
Maximum floor area ratio	50%	100%	60%	70%	70%
Minimum lot depth	100 ft.	150 ft.	150 ft.; measured at right angles to the front property line	150 ft.; measured at right angles to the front property line	150 ft.
* Additional height may be allowed with approval of a SUP.					

SEC. 16-165. SPECIAL REQUIREMENTS SPECIFIC TO C-M, BRP, M-L, M-1, AND M-2.

The purpose of this section is to provide regulations specific to the respective industrial zoning categories as follows.

(A) C-M Zone.

(1) Open storage of materials and equipment shall be permitted in a C-M Zone only when incidental to the use of an office, store, or manufacturing building located on the front portion of the same lot, and provided that:

(a) Storage is located on the rear one-half of the lot and is confined to an area not to exceed 3,000 square feet;

(b) Storage is completely enclosed by a solid wall or fence with necessary solid gates, not less than six feet in height; and

(c) No material is stored to a height greater than that of the wall or fence enclosing the storage area.

(2) Commercial and light manufacturing lots created after January 1, 1974, shall have a minimum area of 10,000 square feet.

(3) Every building in a C-M zone shall be so constructed, machinery and equipment shall be so installed and maintained, and activities shall be so conducted, that all noise, vibrations, dust, odor, and other objectionable factors shall be confined or reduced to the extent that no annoyance or injury will result to persons residing in the vicinity. Whenever there is any difficulty in determining the application of these provisions to any specific case, the Building Official shall make such determination.

(4) Minimum zoning district size composed of contiguous lots, exclusive of streets shall be 20 acres.

(5) Setbacks.

(a) Front. Lots in the C-M Zone having frontage on one side of the street between two intersecting streets need no front yard. If a lot having frontage on one side of the street between two intersecting streets is located in the C-M Zone and R Zone, the front yard requirement for the R Zone shall apply to the C-M Zone. If a front yard is required in the C-M Zone, the yard shall be landscaped and maintained, except for approved driveways and walkways and no parking shall be permitted in this area.

(b) Side. If a lot in a C-M Zone abuts upon the side of a lot in an R Zone, there shall be a side yard of not less than ten feet. If a reversed corner lot rears upon a lot in an R Zone, the side yard on the street side of the reversed corner lot shall be not less than 50% of the front yard required on the lots in the rear of such comer lot. In all other cases, a side yard for a C-M building shall not be required. If a street side yard is required in the case of a reversed corner lot, the area shall be landscaped and maintained except for approved driveways and walkways and no parking shall be permitted in this area.

(B) BRP zone.

(1) Architectural design standards.

(a) Metal buildings shall not be permitted.

(b) A minimum of two types of building texture or materials, exclusive of window glazing and frames, shall be provided on all building elevations having exposure to public streets or residential areas.

(c) All roof structure and mechanical equipment shall be completely screened from abutting public roadways and residential areas. Screening elements shall be integrated with the main structural and architectural features of the structure.

(2) Site design standards.

(a) No parking areas shall be permitted within 20 feet of any residential zone.

(b) The minimum dimension of the landscape area along any street shall be 30 feet. An average of 30 feet may be approved with approval of a DDR.

(c) All activities shall be conducted within a building except as otherwise permitted by a Special Use Permit.

(3) Landscaping. All landscaping shall be installed and maintained in accordance with the requirements of this Chapter. Vegetation sizes and types shall be in accordance with the adopted guidelines for commercial and industrial projects. In addition to these requirements, the following shall apply.

(a) All parking areas shall be screened from public streets by a minimum 36-inch high landscape berm or a combination of a 36-inch high wall and landscaping.

(b) All backflow prevention systems shall be screened by landscaping.

(c) A minimum of 15% of the lot area shall be landscaped in addition to any required parking lot landscaping.

(4) Utility service and structure.

(a) Where required by the Code, all off-site utility service shall be placed underground. All on-site utility service shall be placed underground.

(b) All aboveground utility structures shall be screened on all sides by landscaping or a structural element which matches the architectural features of the primary structure.

(5) Walls and fences.

(a) A minimum six-foot high wall shall be required where any BRP Zone directly abuts a residential zone. Such a wall may be required on a residential property line where a BRP Zone lies across a public roadway from a residential zone.

(b) Where required or provided, walls and fences shall be finished in textures and/or colors to match architectural features of the primary structure. Landscaping shall abut any exterior building wall where there is no penetration for loading or building entry.

(6) Parking and access.

(a) The quantity and size of vehicle parking spaces and the provision of on-site circulation for uses in the BRP Zone shall be in accordance with this Chapter.

(b) Curb cuts and site access shall be in accordance with adopted standards.

(c) Parking for marked service vehicles related to the on-site uses shall be provided in addition to and exclusive of required employee parking.

(7) On-site advertising signs. The placement and size of building and monument signs shall be in accordance with this Code. Where freestanding signs are permitted by this Code, a monument sign of no more than six feet in height shall be allowed.

(8) Lighting. All on-site lighting systems shall use architectural standards and devices that provide down-lighting and lighting that is shielded from abutting public streets, residential areas, or adjoining properties.

(9) Refuse enclosures and containment.

(a) All uses on individual lots shall provide refuse containers and enclosures in accordance with adopted Public Works Department standards. All solid masonry or concrete

enclosures shall be finished in textures and/or colors to match the major architectural features of the primary structure.

(b) The storage of combustible materials shall not occur within 20 feet of any lot line and shall be separate from the storage of normal refuse.

(c) Access to such storage areas shall be subject to the approval of the Fire Department.

(d) All refuse containment areas shall be maintained in a sanitary manner and enclosures and gates shall be maintained in good condition.

(10) Loading and outdoor storage areas.

(a) Loading spaces shall be provided in accordance with this chapter.

(b) Where entries or docks are provided exclusively for loading and unloading purposes, such loading dock areas, ramps, and entries shall be screened from any public roadway or residential area by a solid wall or fence, and landscaping. Such wall or fence shall not be less than eight feet in height.

(c) Where permitted, outdoor storage areas shall be enclosed by a solid wall or fence, and landscaping of not less than eight feet in height.

(d) Solid screening and enclosure walls or fences shall be constructed of materials, textures, and colors to match or compliment the architectural features of the primary structure.

(e) All loading areas or spaces shall be a minimum of 50 feet from any residential zone.

(f) Prior to the issuance of Building Permits for buildings or structures for uses which do not require a Special Use Permit or other zoning permit as required by this Chapter, an administrative permit for Development Design Review shall be approved by the director pursuant to Section 16-525.

(C) M-L Zone.

(1) Front yard setback.

(a) All buildings or structures on property adjacent to a public road shall be set back not less than 20 feet from the property line, or 30 feet when adjacent to designated thoroughfares, minor thoroughfares, or the proposed property line, if future public road dedication is required, whichever is greater.

(b) Uses permitted in any required front yard setback area shall be limited to pedestrian walks, vehicular access drives, meter pits, signs, and utility manholes.

(2) Side yard setback.

(a) Side yards on interior property lines shall be not less than the height of the building, except that minimum side yards of 50 feet shall be required whenever a lot or parcel of land in the M-L Zone abuts a lot or parcel of land in a residential zone, or abuts any alley which separates a M-L Zone from any residential zone. The side yard adjacent to the public street shall meet the front yard setback requirements.

(b) A common building wall with a zero setback (except as required in subsection 16-165(C)(2)(a) above), may be established by a development plan, which shall provide documentation describing the exchange and recordation of necessary documents to insure adequate access, parking, and easements to serve the development.

(3) Rear yard setback. A rear yard shall be not less than the height of the building, except that a minimum rear yard of 50 feet shall be required whenever a lot or parcel of land in the Limited Manufacturing Zone abuts a lot or parcel in a residential zone or abuts any alley which separates a Limited Manufacturing Zone from any residential zone.

(4) Limitations. Uses permitted in any required side or rear setback area shall be limited to signs, landscaping, parking, loading, and recreation.

(5) Industrial service centers. Limited commercial services within existing or proposed industrial areas to meet the daily needs of industrial employees within their work area in the restricted amount of time available during the journey to work, breaks, or lunch periods.

(a) Location and size. Locational criteria for establishing industrial service centers are as follows:

1. Such centers shall not be located within one-half-mile of existing commercial services;

2. An industrial service center shall be centrally located in an industrial area, or at a location convenient to industrial employees by means of vehicular and pedestrian traffic from all portions of the industrial area which it is proposed to serve; and

3. An industrial service center shall be a minimum of one and a maximum of five acres in size. The total area of all industrial service centers in an industrial area shall not exceed 5% of the designated industrial area unless special circumstances and benefits are shown.

(b) Survey.

1. An application for an industrial service center shall include an objective market survey of the area shall to determine if there is evidence to support the findings required under subsection 16-165(C)(5)(c). The survey shall be conducted by a consultant selected by the director. The applicant shall make a cash deposit in an amount determined by the director. The survey shall be submitted to the special use permit approval body.

2. The survey shall address the ability of an existing or proposed industrial area to support an industrial service center.

3. A questionnaire shall be prepared and distributed to a cross-section of employees to reflect the needs and desires of the employees of the industrial area where an industrial service center is proposed.

(c) Findings. In order to grant a Special Use Permit for an industrial service center, the approval body must find that:

1. The proposed services will assist in meeting the daily needs of employees within their work area;

2. The proposed services will be subordinate to the primary purpose of the adjacent industrial zone;

3. The proposed commercial uses will not conflict with the commercial service uses of neighboring commercial zones; and

4. The proposed location of the industrial service center has the necessary industrial improvements to support the center.

(6) Walls.

(a) The placement, design, and detail of walls shall be included and indicated on any required project plan.

(b) A six-foot solid decorative masonry wall or other type of visual buffering such as landscaping, architectural treatment, or a combination thereof, shall be provided and maintained on the boundary of the M-L Zone which abuts or is across a public street or alley from a residential zone. Such wall or visual buffering shall be placed in the location shown on the approved project plan to provide the necessary screening from the public right-of-way.

(7) Access. Access to property shall typically be provided from dedicated industrial collector streets 74 feet in width, to provide access from a major thoroughfare or private street. A master circulation plan must be submitted and approved in compliance with adopted city policies. Curb cuts to the property shall be a minimum of 30 feet in width, except as otherwise approved by a master circulation plan, and shall be located in conformance with the adopted city curb cut policies.

(8) Landscaping.

(a) The landscaping requirements are intended to enhance and conserve property values by encouraging a pleasant and attractive environment.

(b) Landscaped areas shall be considered to be areas of lawn, trees, planter boxes, shrubs, or other planted areas. Courtyards, water ponds, fountains, decks, kiosks, walkways, and similar items may be permitted as part of the landscaped area in the discretion of the Planning Commission.

(c) All landscaping shall be provided in accordance with the following standards.

1. A landscape plan shall be required.

2. The entire required front yard setback shall be landscaped, with the exception of that area provided for vehicles or pedestrian access.

3. When the development is either behind or beside a residential zone, or abuts an alley across from residential zone, or abuts developed residential property, there shall be a landscaped area adjacent to that residential or developed property line. The landscaped area shall have a depth of not less than 15 feet. Plant materials used for screening purposes shall consist of compact evergreen plants, together with evergreen trees. They shall be of a kind or used in such a manner so as to provide an opaque screen within 18 months after initial installation.

4. All parking lot landscaping shall be in conformance with this Code.

(9) Underground utilities, lighting, trash enclosures, tanks, transformers, and the like.

(a) All trash enclosures, lighting, utility lines, including, but not limited to, electric, communication, street lighting, and cable television, shall be installed in accordance with this Code.

(b) Appurtenances and associated equipment, including, but not limited to, tanks, air conditioning units, surface-mounted transformers, pedestal-mounted terminal boxes, meter cabinets, and concealed ducts in an underground system, may be placed above ground if

approved as part of the project plan and provided that such facilities are adequately screened by landscaping or other means.

(10) Certificate of occupancy.

(a) Application for a Certificate of Occupancy shall be made for any new use, except for the adult businesses referred to in section 16-337 or expansion of land or buildings permitted in Subsection 16-165(D)(2). The Building Official may issue the Certificate only after approval of the new buildings and use by the Director.

(b) Any subsequent modification, change, or changes in the use permitted by a Certificate of Occupancy shall occur only after the holder of such Certificate has obtained an amendment from the Building Official and Director allowing such change or changes.

(c) A Certificate of Occupancy for a use of the land in the M-L zone may be revoked by the City Council after a public hearing, if the City Council finds that the holder of the certificate has failed to comply with the approved Special Use Permit.

(D) M-1 Zone.

(1) Industrial service centers may be established pursuant to the provisions of Subsection 16-165(C)(5).

(2) A change or minor expansion of an existing use may not be changed to a permitted use to be located in an existing structure until the Planning and Environmental Services Manager determines that the proposed use is compatible with the zone. All uses shall be subject to the performance standards of this Division. However, this Subsection shall not apply to adult businesses or to the change of an existing use to an adult business to be located in an existing structure.

(3) Setback requirements.

(a) Front yard setback.

1. All buildings or structures on property adjacent to a public road shall be set back not less than 10 feet from the property line, or 30 feet when adjacent to designated thoroughfares, minor thoroughfares, or the proposed property line, if future public road dedication is required, whichever is greater.

2. Pedestrian walks, vehicular access drives, meter pits, signs, and utility manholes may be located in any required front yard.

(b) Side yard setback.

1. No side yard setback shall be required along interior property lines where the abutting zoning is M-1 or M-2. Whenever a lot or parcel of land in the Light Manufacturing Zone abuts a lot or parcel of land in a residential zone or abuts an alley which separates a Light Manufacturing Zone from any residential zone, the setback requirement for the residential zone shall apply. The side yard adjacent to a public street shall meet the front yard setback requirements.

2. A common building wall with a zero setback may be established by a project plan which shall provide documentation describing the exchange and recordation of necessary documents to ensure adequate access, parking, and easements to serve the development.

(c) Rear yard setback. A rear yard shall be not less than the height of the building, except that a minimum rear yard of 30 feet shall be required whenever a lot or parcel of land in the Light Manufacturing Zone abuts a lot or parcel in a residential zone or abuts an alley which separates a Light Manufacturing Zone from any residential zone.

(d) Uses permitted in required setback areas. Uses permitted in any required front setback area shall be limited to signs and landscaping. Uses permitted in any other required setback area shall be limited to signs, parking, landscaping, recreational, loading, and outside storage uses, where such storage is adequately screened and approved by a Special Use Permit.

(4) Walls.

(a) The placement, design, and detail of walls shall be included and indicated on any required project plan.

(b) A six-foot solid decorative masonry wall or other type of visual buffering, such as landscaping, architectural treatment, or combination thereof, shall be provided and maintained on the boundary of the Light Manufacturing Zone which abuts or is across a public street or alley from a residential zone. On the front or side front portion of the property, the wall or visual buffering shall be placed in a location as shown on the approved project plan to provide the necessary screening from the public right-of-way.

(5) Access.

(a) Access to property shall typically be provided from dedicated industrial collector streets 74 feet in width, to provide access from a major thoroughfare or private street. A master circulation plan must be submitted and approved in compliance with adopted city policies.

(b) Curb cuts to the property shall be a minimum of 30 feet in width, except as otherwise approved by a master circulation plan, and shall be located in conformance with the adopted city curb cut policies.

(6) Landscaping.

(a) The purpose of the landscaping requirements shall be to enhance, conserve, and stabilize property values by encouraging a pleasant and attractive environment. Landscaped areas shall be considered those areas of lawn, trees, planter boxes, shrubs, or other plants. Courtyards, water ponds, fountains, decks, kiosks, walkways, and similar areas may be permitted as part of the landscaped area in the discretion of the Planning Commission.

(b) All landscaping shall be provided in accordance with the following standards.

1. A landscape plan shall be required.

2. The entire front yard setback shall be landscaped, with the exception of that area provided for vehicle or pedestrian access.

3. When the industrial development is either behind or beside a residential zone, or where the Light Manufacturing Zone abuts an alley or developed property, there shall be a landscaped area adjacent to that residential or developed property line. The landscaped area shall have a depth of not less than ten feet. Plant materials used for the screen shall consist of compact evergreen plants, together with evergreen trees. They shall be of a kind or used in such a manner so as to provide an opaque screen within 18 months after initial installation.

(7) Underground utilities, lighting, and trash enclosures.

(a) All trash enclosures, on-site lighting, and utility lines, including, but not limited to, electric, communication, street lighting, and cable television, shall be installed in accordance with this code.

(b) Appurtenances and associated equipment, including, but not limited to, surface-mounted transformers, pedestal-mounted terminal boxes, meter cabinets, and concealed ducts in an underground system, may be placed above ground if approved as part of the project plan and provided that such facilities are adequately screened by landscaping or other means.

(8) Certificate of occupancy.

(a) Application for a Certificate of Occupancy shall be made for any new use, except the adult businesses referred to in section 16-337 or expansion of land or buildings permitted in Subsection 16-165(D)(2). The Building Official may issue the Certificate only after approval of

the new buildings and uses by the Director. Any subsequent modification, change, or changes in the use permitted by a Certificate of Occupancy shall occur only after the holder of such Certificate has obtained an amendment from the Building Official and Director allowing such change or changes.

(b) A Certificate of Occupancy for a use of the land in the M-1 Zone may be revoked by the City Council after a public hearing, if the City Council finds that the holder of the Certificate has failed to comply with the approved Special Use Permit.

(E) M-2 Zone.

(1) Setback requirements.

(a) Front yard setback. Where all the frontage on one side of the street between two intersecting streets is located in an M-2 Zone, no front yard shall be required. Where frontage on one side of the street between two intersecting streets is located in an M-2 Zone and an R Zone, the front yard requirement in the R Zone shall apply to the M-2 Zone.

(b) Side yard setback. Where a lot in an M-2 Zone abuts the side of a lot in any R Zone, there shall be a side yard of not less than five feet. In all other cases, a side yard for a commercial or industrial building shall not be required.

(c) Rear yard setback. No rear yard shall be required except where an M-2 Zone abuts an R Zone, in which case there shall be a rear yard of not less than 20 feet.

SEC. 16-166. PERFORMANCE STANDARDS; GENERAL.

(A) All uses in the industrial zones are subject to performance standards as indicated below in Section 16-168.

(B) The property owner (designee) shall ensure compliance with the performance standards, with the exception of adult businesses referred to in section 16-163, except as an approved permit may warrant, and/or except as otherwise provided for in this Division or other Section.

(C) More restrictive performance standards or regulations enacted by an authorized governmental or regulatory agency having jurisdiction of such matters shall take precedence over the provisions of these regulations.

SEC. 16-167. EXCEPTIONS.

(A) These performance standards do not apply to unexpected brief periods where these standards are exceeded based upon a reasonable cause, such as equipment testing, breakdown of equipment, modification or cleaning of equipment, or other similar reason.

(B) These performance standards shall not apply to the operation of motor vehicles or other transportation equipment unless otherwise specified.

(C) These performance standards shall not apply to agricultural activities, food processing, and similar agricultural related uses.

SEC. 16-168. PERFORMANCE STANDARDS; SPECIFIC.

Performance Standards	***Industrial Zones: CM, BRP, M-L, M-1, and M-2***
Noise	Baffling or muffling devices or other precautionary means shall be employed with processes or operations causing objectionable noise characteristics to prevent their being objectionable when measured at the property line during normal operation. Noise levels are required to comply with Chapter 7 of this Code.
Smoke and particulates	Visible emissions of smoke shall not exceed Ringlemann No. 1 on the Ringlemann Chart of the U.S. Bureau of Mines, except for exhausts emitted by motor vehicles or other transportation facilities. This requirement shall also be applicable to the disposal of trash and waste materials. Windborne dust, dirt, fly ash, airborne solids, sprays, and mists (except water vapor) originating from any use shall be required to be conditioned and/or mitigated to below the Ringlemann No. 1 level.
Toxic or noxious matter	Toxic gases or noxious matter which can cause any damage to health, animals, vegetation, or other forms of property, or which can cause any excessive soiling beyond the property lines of the use shall not be permitted.
Odors	Operations, processes, or products shall not emit odors that are detectable at any point beyond the property lines of the use, except as otherwise exempted by Section 16-167 (Exceptions).
Glare or heat	Any operation producing intense glare or heat shall be performed within an

	enclosed or screened area in such a manner that the glare or heat emitted will not be detectable from the property lines of the use.
Vibration	Every use shall be operated so that the ground vibration generated by the use is not harmful or injurious to any surrounding properties. No perceptible vibration (seen or felt without vibration detecting instruments) shall be permitted at any point beyond the property lines of the use.
Electricity and radioactivity	Radio and television transmitters shall be operated at the regularly assigned wave lengths (or within the authorized tolerances thereof) as assigned by the appropriate governmental agency. Subject to such exception, such transmitters shall be suitably wired, shielded, and controlled so that in operation they shall not emit any electrical impulses or waves beyond the lot lines which shall adversely affect the operation and control of any domestic household equipment or any other electronic devices and equipment.
Liquid and solid wastes	Liquid or solid wastes discharged from the premises shall be properly treated prior to discharge so as not to contaminate or pollute any watercourse or groundwater supply, nor to interfere with bacterial processes in sewage treatment. Such operations and uses shall comply with, and in some cases shall be obtain all required permits by authorized governmental health and safety regulatory agencies having jurisdiction over such disposal activities. The disposal or dumping of solid wastes, such as slag, paper or fiber wastes, or other industrial wastes, shall not be permitted for any use.
Fire and explosive hazards	(A) All activities involving the use or storage of combustible, flammable, or explosive materials shall be in compliance with nationally recognized standards, and shall be provided with adequate firefighting and fire-suppression equipment and devices in compliance with the current edition of the National Fire Protection Association regulations and in compliance with the city Fire Department. (B) Burning of waste materials in open fires is prohibited by State law.
Mechanical equipment	All mechanical and electrical equipment, including ground mounted equipment shall be completely screened behind a permanent structure or landscaping. All rooftop mechanical and electrical equipment shall be placed behind a permanent parapet screen or wall and shall be completely screened from any adjacent

	public street view except as otherwise permitted by project conditions of approval.

SEC. 16-169. INDUSTRIAL ACCESSORY USES: PURPOSE AND INTENT.

The purpose of the following sections is to provide guidance and regulation concerning activities associated with industrial or manufacturing uses, which by their nature could be considered permitted or principal uses in other zones, but which are typically incidental to the principal industrial use.

SEC. 16-170. INDUSTRIAL ACCESSORY USES: OFFICE USES.

Office uses as a principal use are permitted as indicated in section 16-163. Office uses in support of the principal industrial use in M-L, M-1, and M-2 zones are permitted as follows.

(A) In any free-standing building or divisible space, no more than 25% of the total gross floor area of any single or multi-tenant building shall be office area.

(B) Office areas above the 25% threshold may be permitted subject to the approval of a DDR permit. The City may require traffic and/or parking studies to determine the appropriateness of permitting office areas in excess of 25%.

SEC. 16-171. INDUSTRIAL ACCESSORY USES: COMMERCIAL AND RETAIL USES.

Commercial and retail activities in industrial zones shall be limited to those types of uses, which by the size of the product offered or the care and handling of products, requires a significant allocation of space for product display and mechanical handling, or products and goods that are typically marketed to other industrial types of users and services.

(A) Types of commercial products and services are limited to the following:

(1) Electrical, paint, and plumbing supply;

(2) Janitorial, building, and property maintenance services, and equipment sales and rental;

(3) Construction and agricultural equipment sales, rental, and service;

(4) Medium and heavy-duty trucks sales, rental, and service;

(5) Hardware in association with lumber and building material sales;

(6) Spas, hot tubs, and prefabricated pools;

(7) Flooring, surfaces, and cabinet sales;

(8) Equipment, truck, trailer, and light vehicle rental;

(9) Recreational vehicles and watercraft sales, service, and rental;

(10) Restaurants, cafes, coffee shops, printing services, and similar uses intended to primarily serve the businesses and employees of adjacent industrial areas;

(11) Breweries and associated food service, winery tasting rooms, and similar uses as determined by the Planning Manager; and

(12) Similar types of uses and activities as determined by the Planning Manager.

(B) Permit requirements. The uses identified in subsection (A) above are subject to the permit requirements in Section 16-163.

SEC. 16-172. INDUSTRIAL ACCESSORY USES: OUTDOOR USES AND STORAGE/EQUIPMENT.

(A) The guidance for outdoor uses and equipment and storage is provided by the purpose and intent of the respective industrial zoning categories as follows.

(1) C-M, BRP, and M-L zones.

(a) Outdoor equipment is limited to that which is essential to the principal use and which cannot be reasonably accommodated within the associated structure due to the physical characteristics of the equipment, or prohibited by other applicable regulations.

(b) Permit requirements. Outdoor equipment may be permitted by the review and approval of a DDR permit or permit modification as may be applicable.

(c) Outdoor areas shall be fully screened from view based upon the performance standards identified in section 16-168.

(2) M-1 zone.

(a) Except as may be permitted by a Special Use Permit, outdoor uses in the M-1 Zone are limited to:

1. Outdoor equipment as described in subsection (A)(1);

2. Storage of materials directly related to the principal industrial use, provided it is screened and secured as provide for herein;

3. Parking of operative commercial vehicles, including automobiles, bearing identification of the associated business; and

4. Outdoor industrial activities, such as the manufacture, processing, or assembly of goods, raw materials, or equipment is not permitted.

(b) Permit requirements. Outdoor equipment and storage as identified above may be permitted by the review and approval of a DDR permit or permit modification as applicable.

(3) M-2 Zone.

(a) Outdoor storage, equipment and assembly, maintenance, processing, and similar activities, may be permitted in the M-2 Zone subject to the following provisions.

(b) Permit requirements. Except where a Special Use Permit is required by section 16-163, the following permits apply to outdoor uses in the M-2 Zone.

1. Incidental outdoor equipment or storage: DDR permit or permit modification as applicable.

2. Active manufacturing, assembly, storage, or processing: DDR permit.

(c) Standards applicable to outdoor uses and equipment.

(1) All outdoor equipment and storage areas shall be screened and secured by walls, fences, and gates. Where incidental outdoor equipment is proposed, the equipment may be painted to match the related structure and protected from damage by means other than walls and gates. Tanks and equipment made of stainless steel and similar material need not be painted.

(2) All storage areas shall be screened by a wall or opaque fence no less than six feet in height at any given point.

(3) All outdoor storage and active industrial activities in the M-2 Zone shall be screened by a wall or opaque fence of no less than eight feet in height at any given point.

SEC. 16-173. PERMITS REQUIRED FOR SPECIFIC COMMERCIAL CANNABIS ACTIVITIES.

SEC. 16-173. Permits Required For Specific Commercial Cannabis Activities.

(A) A commercial cannabis business for manufacturing, testing and/or distribution of cannabis may be permitted in the Business and Research Park (BRP) zone, the Limited Manufacturing (M-L) zone, the Light Manufacturing (M-1) zone, and the Heavy Manufacturing (M-2) zone, provided that the owner has first obtained a commercial cannabis business permit pursuant to Article XVI, Chapter 11 of the Oxnard City Code and a Development Design Review (DDR) Permit.

(B) A commercial cannabis business for retail uses may by permitted in the Business and Research Park (BRP) zone, provided that the owner has first obtained a commercial cannabis business permit pursuant to Article XVI, Chapter 11 of the Oxnard City Code and a Special Use Permit.

(C) A commercial cannabis business for retail uses may be permitted in the Planned Development (additive) zone, provided that the owner has first obtained a commercial cannabis business permit pursuant to Article XVI, Chapter 11 of the Oxnard City Code and a Special Use Permit (SUP). A commercial cannabis business for manufacturing, testing and/or distribution of cannabis may be permitted in the planned development (additive) zone, provided that the owner has first obtained a commercial cannabis business permit pursuant to Article XVI, Chapter 11 of the Oxnard City Code and a Development Design Review (DDR) permit."

Section 6. If any section, subsection, phrase, or clause of this Ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses be declared invalid.

Section 7. City Council approves reading of title only and waives reading of the ordinance at the second reading.

Section 8. This ordinance shall become effective thirty (30) days after it is finally adopted.

Section 9. 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 cote for and against the same, in the office of the City Clerk in accordance with Government Code 36933. Ordinance No. _____ was first read on July 21, 2020, finally adopted on _____, 2020, to become effective thirty (30) days thereafter.

PASSED AND ADOPTED this ____ day of _____, 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

Tim Flynn, Mayor

ATTEST:

_____
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

Insert new line within Table 16-148 (Page 25)
Add "Cannabis Retail" and "C" as show.

Allowed Uses
Table 16-148

Uses[1]	Downtown Zones			
	DT E	DT E-O	DT G	DT C
Retail, Service, and Office				
Alcohol[2], beverage, with food sales (on-site consumption)	---	C	C	C
Artisanal Production	---	P	P	P
Bed and Breakfast Inn < 12 rooms	---	P	P	P
Brew Pub, Winery, Tasting Room	---	---	C	C
Cannabis Retail	---	---	C	C
Drive-through service	---	---	---	---
Grocery Store < 10,000 sq ft	---	P	P	P
Grocery Store > 10,000 sq ft	---	---	---	P
Health and exercise center / spa	---	P	P	P
Homeless shelter and resource center	---	---	C	---
Hotel	---	---	P	P
Mortuary, funeral home	---	---	P	---
Motor Vehicle sales, service	---	---	---	---
Museum, Art Gallery	---	P	P	P
Office: financial, professional, government, administrative	---	P	P	P
Office, medical	---	---	P	P[3]
Outdoor Dining / Sidewalk Cafe[6] / Parklet[6]	---	P	P	P
Outdoor Display	---	P[6]	P[6]	P[6]
Multiplex Motion Picture Theater/Live Theater	---	---	---	C
Eating and Drinking Establishment < 5,000 sq ft[2]	---	P	P	P
Eating and Drinking Establishment > 5,000 sq ft[2]	---	---	---	P
Retail < 5,000 sq ft[3]	---	P	P	P
Retail > 5,000 sq ft[3]	---	---	---	P
Services, Administrative and Professional, Business Support	---	P	P	P
Services, Personal	---	P	P	P[3]
Social Services	---	---	---	---
Studio: art, music, dance	---	P	P	P
Thrift or secondhand store	---	---	---	---
Use involving sale of alcohol for off-site consumption	---	C	C	C
Utility, Transportation, Public Facility, and Communication				
Public parking lot/facility	---	---	P	C
Transit facility	---	---	---	C[3]
Wireless communications facility	P[5]	P[5]	P[5]	P[5]

Key
P use allowed by right, subject to identified standards
C use requires approval of Special Use Permit (SUP)
--- use not allowed

Notes
[1] In compliance with frontage requirements in *16-150*.
[2] Bar allowed if accessory to a restaurant; requires SUP
[3] Not allowed on A Street between 3rd and 6th street
[4] Pursuant to City Code Ch. 16, Article V, Division 6 (Home Occupation Permits)
[5] Required stealth design; Pursuant to City Code Ch. 16, Article V., Division 16 (Wireless communication facilities)
[6] Minimum 5ft clear path on sidewalk, and subject to issuance of an encroachment permit.

CITY OF OXNARD CALIFORNIA

PLANNING COMMISSION
STAFF REPORT

TO: Planning Commission

FROM: Scott Kolwitz, Planning & Environmental Services Manager
Kathleen Mallory, AICP, Planning & Sustainability Manager
Isidro Figueroa, Principal Planner
Chris Williamson, AICP, Consultant Planner

DATE: June 18, 2020

SUBJECT: **Project Name: Updates to Oxnard City Code Chapters 11 and 16:** Planning and Zoning (PZ) Permit Nos. 20-580-01, 20-580-03 and 20-580-04 (Zone Text Amendment) – Amendments to: Chapter 16 to create consistency with Accessory Dwelling Units State law; Chapter 16 (Division 10, Downtown Zones; and Division 11, Industrial Zones) to incorporate certain cannabis activities into the zone use tables and correct typographical errors; and Chapter 11 related to Cannabis uses.

1) **Recommendation:** That the Planning Commission

   a) Find the Project is exempt from the California Environmental Quality Act pursuant to Section 15601 (b)(3) and exempt under Public Resource Code Section 21080.17.

   b) Adopt Resolution 2020-XX recommending City Council approve PZ Nos. 20-580-01 (Industrial Code), 20-580-03 (Accessory Dwelling Units) and 20-580-04 (Cannabis) amending Oxnard City Code (OCC) Chapter 16 to create consistency with Accessory Dwelling Units State law; OCC Chapter 16 (Division 10 Downtown Zones and Division 11 Industrial Zones) to correct typographical errors and to incorporate commercial cannabis activities into the zone use tables; and OCC Chapter 11 related to Cannabis uses.

2) **Project Description and Applicant:** The proposed Zone Text Amendments (ZTA) to the OCC would:

   a) Amend OCC Chapter 16, Article II, Section 16-10 to update the "Accessory Dwelling Unit" definition and add "Junior Accessory Dwelling Unit" and "Primary Dwelling Unit" definitions, amend OCC Chapter 16, Article III, Division 10, "Downtown Zones," to insert "Multi-family Accessory Dwelling Units" within the "Downtown-Core" and "Downtown-General" into the Allowed Uses Table 16-148; and delete and replace Article V, Division 13, Sections 16-465 through 16-469.6 with updated Accessory Dwelling Unit sections reflecting recent State legislation (PZ 20-580-03); and

b) Amend OCC Chapter 16, Article III, Division 10, "Downtown Zones," to insert "Cannabis Retail" into the Allowed Uses Table 16-148; amend Division 11, "Industrial Zones," to incorporate commercial cannabis activities into the Industrial Zone use table in Section 16-163, and correct typographical errors (PZ 20-580-01); and amend OCC Chapter 11, Article XVII, Section 11-454(GGG) to correct the "Retailer" definition; Section 11-468(D)(1)(b) to correct a Section reference; and Section 11-473(B) to insert "Downtown-Core" and "Downtown-General" into the list of zones allowing cannabis retail use (PZ 20-580-04).

Filed by the Community Development Department, 214 South C Street, Oxnard.

3) Background and Discussion: Over the past three years, the City Council:

a) Created Chapter 11, Article XVII for the regulation of cannabis manufacturing, testing, distribution, and retail uses;
b) Replaced the entire Chapter 16, Division 10, "Central Business District" zone code with the form-based "Downtown Code;"
c) Comprehensively updated and replaced Chapter 16, Division 11, "Industrial Zones;" and
d) Replaced the Chapter 16, Division 13, 'Second Unit' use with the Accessory Dwelling Unit (ADU) section in response to State Legislation.

These changes to the OCC were developed and/or adopted in both tandem and overlapping time frames which resulted in unintentional and incorrect internal cross-referencing.

The proposed OCC Zone Text Amendments being presented to the Planning Commission are intended to "clean up" the listed portions of the OCC. Staff and consultants have identified technical and consistency changes listed below, have added cannabis retail as a conditional use in the Downtown-Core and Downtown-General zones as directed by the City Council, and deleted and replaced the ADU sections to reflect 2019 State legislation.

<u>Accessory Dwelling Unit (ADU) Update (PZ No. 20-580-03)</u>

In 2019, the Legislature further updated ADU and Junior ADU (Jr ADU) law, effective January 1, 2020, to clarify and promote the development of ADUs and JADU's as a source of affordable housing in response to the State housing crisis. The legislative package (SB13, AB68, and AB881) included:

1. Allowing ADUs and Jr ADUs to be built concurrently with a single-family dwelling,
2. Allowing ADU's in all zoning districts that allow single-family housing and within non-habitable areas of multifamily structures,
3. Further reduced parking requirements,
4. Removing the owner-occupancy requirement for the next five years,
5. Reducing the side and rear yard setbacks are reduced from five to four feet unless a larger setback is needed for safety access,
6. Prohibited the application of open space and yard requirements,
7. Modifying fees for municipal utilities and special districts, limited exemptions or

reductions in impact fees.

The Department of Housing and Community Development (HCD) issued an ADU memorandum on January 20, 2020, with direction to local jurisdictions on how to apply the several statutes that overlapped several topics.

Staff's experience with ADU applications and permits in the past three years also generated an approach to process the range of ADU projects homeowners have proposed. As the State's ADU regulations went into effect on January 1, 2020, Community Development has been processing ADU applications consistent with our existing regulations except as modified by the State in 2019. Of note, Planning staff is now processing ADUs through a Zone Clearance process rather than an ADU Planning permit process. A Zone Clearance type of review is intended to result in an "over-the-counter" type of review where an applicant would receive Planning Division approval on the same day at a single appointment at the Planning Division public counter assuming the proposed ADU is compliant with the ADU standards. The review essentially consists of reviewing an application form, an ADU "worksheet" and consistency with the Planning level plans (i.e. site plan, floor plan, elevations but not construction-level details and calculations). The worksheets list applicable ADU standards which are 'checked off' by the applicant and verified by planning staff. Once approved the Zone Clearance document would be incorporated into plans an applicant submits with their Building Permit plan check. Staff has also prepared information handouts to respond to the increase in ADU and Jr ADU projects from a range of homeowners, multifamily owners, realtors, and builders.

Annual ADU Statistics				
Year	**Applications Received**	**Entitlements Granted**	**Building Permits Issued**	**Final Inspection/CO**
2013	0	0	0	0
2014	1	0	0	0
2015	0	1	0	0
2016	0	0	0	0
2017	17	2	0	0
2018	44	25	4	1
2019	50	55	13	9
2020[1]	53	41	6	3
Total	**165**	**124**	**23**	**13**

The proposed replacement of the current ADU regulations (Sections 16-465 to 16-469.6) reflects creating consistency with ADU State legislation, HCD guidance, and staff permitting experience.

[1] As of June 5, 2020.

The proposed approach and begins with identifying the "ADU Type" from the following list:

TYPE	Description
1	New detached ADU-only structure with or without garage
2A	Conversion of detached Accessory Structure to ADU
2B	Conversion of Primary Unit's attached Garage to ADU
2C	Conversion of existing Non-Residential Structure to Primary Dwelling Unit with ADU
3	ADU attached to Primary Unit
4	ADU fully within existing Primary Unit
5	Junior (JR) ADU within Primary Dwelling Unit
6	Conversion of Multi-Family Structure Areas not used as Livable Space (storage, passageways, attics, garages): at least 1 ADU, not more than 2 detached ADU's, total ADUs not to exceed 25% of total multifamily units.
7	Mixed ADU Types 1 to 4

To facilitate a streamlined ADU ministerial approval process within the statutory 60-day permitting window, staff created an ADU Worksheet for each ADU Type listed above that is intended for use both by the applicant and staff to clearly list standards and indicate compliance during the initial building permit review process (Attachment A).

ADU on a Parcel with a Primary Dwelling Unit

ADU Types 1, 2A to 2C, 3 or 4 apply only to a parcel with an existing or concurrent proposal for a primary single-family dwelling unit. With the exception of Type 2C, these ADU permits have a State-required 60-day approval 'clock' and do not require a separate planning permit, only a building permit. A Type 2C ADU would only be considered in tandem with conversion of a non-residential structure to a primary dwelling unit that requires a Development Design Review (DDR) permit. If an ADU project is not Type 1, 2A to 2C, 3 or 4, then it would be a Type 7 and the applicable ADU development standards would be determined by a ratio formula with staff assistance.

Junior ADU within a Single Family Dwelling Unit

Type 5 is only for the Jr ADU, defined as "a dwelling unit that is no more than 500 square feet in size and is contained entirely within a single-family dwelling." A Jr ADU is limited to no more than 500 square feet and must be a converted area within the primary single-family dwelling unit such as a bedroom or garage. No additional parking is required for the Jr ADU. A Jr ADU may include separate sanitation facilities, or may share sanitation facilities with the existing structure. A Jr ADU's is allowed as a 'by right use' by State legislation within a single-family "Primary Unit" defined as the main residential structure containing one dwelling unit located on one legal lot. A Jr ADU may be combined with an ADU on the same property and what was a one-unit single-family parcel could be increased to three units:

the existing Primary dwelling unit, a Jr ADU within the Primary dwelling unit, and an ADU that may be a fully detached structure or attached and/or converted from the Primary dwelling unit. Jr ADUs are not allowed within multifamily structures.

ADU within a Multifamily Structure
State legislation also added the ability to develop one or more ADU's within multifamily structures either by: 1) converting existing non-habitable space, such as a garage or storage area, and/or 2) new construction or conversion of non-habitable space of no more than two detached ADU's on the same parcel. The total number of multifamily ADU's that are either non-habitable space conversions and/or new construction is capped at 25 percent of the existing units.

State law allows multifamily garages to be converted to an ADU, and State law also allows jurisdictions to require on-site replacement parking for a garage or surface parking space used for an ADU. While the City is requiring replacement parking for tenants if a garage is converted to an ADU, on-site guest parking spaces may be reduced to allow for (a) multifamily ADU(s). Guests would be expected to utilize on-street public parking spaces.

Related Changes

The proposed Ordinance Amendment, Sections 1 to 3, modify the ADU definition and add Jr ADU and Primary Dwelling Unit definitions to Section 16-10, "Definitions." The proposed zone text amendment would replace Sections 16-465 to 16-469.6 in its entirety as shown within Section 4 of the draft ordinance.

Policy Consideration:
State law is silent as to which process, if any, an ADU can be processed if it is inconsistent with adopted regulations. Staff has spoken with potential applicants and has found scenarios where it would be reasonable to exceed the standards (i.e. a large lot could contain both a large Primary Dwelling Unit and a large ADU). To address this scenario, staff has included a voluntary process where an applicant would elect to remove their application from a "by right" Zone Clearance process, and instead process an ADU that exceeds the "by right" standards subject to approval of a DDR permit.

<u>Downtown Code and Industrial Code (PZ No. 20-580-01) and Cannabis Code Corrections (PZ No. 20-580-04)</u>

On April 2, 2019, the City Council adopted Ordinance No. 2958 to:
1. Revise the format of the industrial zoning regulations for the City; and
2. Amend regulations to all industrial, office and outdoor uses in industrial zones; and
3. Provide permitting authority for all industrial related permitted and conditionally permitted uses.

The adoption of City Ordinance No. 2958 was necessary to make the Industrial Zoning

Ordinance consistent with the policies and directives of the 2030 General Plan that was adopted in October 2011.

On June 18, 2019, the City Council adopted Ordinance No. 2960 adding Chapter 11, Article XVII to the OCC regulating commercial cannabis activities. Ordinance No. 2960 also amended Chapter 16 allowing commercial cannabis activities in the following industrial zones: Business and Research Park (BRP); Limited Manufacturing (M-L); Light Manufacturing (M-1); and Heavy Manufacturing (M-2) subject to a Special Use Permit (SUP). Ordinance No. 2960 added regulations pertaining to commercial cannabis activities to sections pertaining to the Industrial Zoning Ordinance that was repealed under Ordinance No. 2958 (former Industrial Zoning Ordinance).

On July 16, 2019, the City Council replaced the entirety of the Chapter 16, Article III, Division 10, "Central Business District (CBD) Zone" with the "Downtown Zones," which implemented the "Downtown Code" subsequently codified as Sections 16-145 to Section 16-158. The Downtown Code Section 16-148 includes a table of uses either permitted, conditionally permitted, or not allowed within the four Downtown Code zoning districts: Downtown Edge, Downtown Edge Open Sub-Zone, Downtown Core, and Downtown General. The Downtown Code largely replicated the CBD uses.

On October 1, 2019, the City Council adopted Ordinance 2965 which amended the permit requirements for Manufacturing, Testing and Distribution of Cannabis from a SUP to a Development Design Review (DDR) permit.

On December 17, 2019, the City Council adopted Ordinance 2972 to create regulations for cannabis retail dispensaries subject to a SUP; including adopting an ancillary recommendation to allow retail cannabis to certain sections of the aforementioned newly created downtown zoning districts.

The intent of this ZTA is to correctly incorporate regulations pertaining to commercial cannabis activities allowed under Ordinance Nos. 2960, 2965 and 2972 under the appropriate sections within the Downtown Code and Industrial Zoning Ordinance and make corresponding corrections in Chapter 11. It is important to note that there are no new regulations and activities being introduced through this ZTA for commercial cannabis activities. The ZTA also corrects a number of typographical technical errors.

On June 2, 2020, the City Council held a public hearing and conducted a first reading of a Zoning Text Amendment (PZ 20-580-02) regarding amendments to Chapters 7 and 11 of the OCC to establish fines for violation of Commercial Cannabis Businesses Regulations. A second reading is set for June 16, 2020. The violation fines amendments would not alter the same Sections requested as part of this Project (PZ 20-580-04).

The proposed changes with Chapter 11 are as follows:
Changes to Section 11-454(GGG) is to change the 'Retailer' definition by removing the sentence "Retail sales of cannabis and cannabis products are not allowed within the City of Oxnard" at the end of the definition. Changes to Section 11-473(B) consist of inserting 'Downtown-Core' and 'Downtown-General' into the list of zones allowing cannabis retail use and a change to Section 11-468(D)(1)(b) to remove an unnecessary reference. Overall, the changes are not substantive and correct procedural actions.

The proposed changes with Chapter 16 are as follows:

Downtown Code Amendment

The amendment adds "Cannabis Retail" to the Section 16-148 Allowed Uses Table 16-148 as a conditionally allowed use in the Downtown Core and Downtown General zone areas, subject to approval of a Special Use Permit and applicable conditions in OCC Chapter 11.

Industrial Code Technical Amendments

Section 16-163 Industrial Land Uses By Zone
There are a few proposed changes to Section 16-163. Under Ordinance No. 2960, "Commercial Cannabis Activities" are allowed within all industrial zoning with the exception of the Commercial Manufacturing (C-M) zone. The "Commercial Cannabis Activities" allowed under Ordinance Nos. 2960, 2965 and 2972 in the industrial zoning are retail, manufacturing, testing, or distribution of cannabis and cannabis products. The allowed cannabis activities will be incorporated into the 'Industrial Land Use Matrix' as stipulated within Ordinance Nos. 2960, 2965 and 2972, which collectively allow the manufacturing, testing, or distribution of cannabis and cannabis products in the BRP, M-L, M-1 and M-2 zones with approval of a DDR permit. A Special Use Permit is required for a commercial retail cannabis use in the BRP zone. Additionally, a note will be included in the notes to direct the reader to Chapter 11, Article XVII for further cannabis-related directions.

Section 16-164 Industrial Zones- Development Standards
There are changes to the 'Development Standards' table that correct typographical errors identified by zone below:

C-M: The front yard, side yard, and street side yard setback standards will include a note to direct the reader to Section 16-165 'Industrial Zones Special Requirements Specific to C-M; BRP; M-L; M-1; and M-2'. Section 16-165 contains additional information pertaining to the setback standards.

M-L: The only two changes proposed to the M-L section are to add a hyphen in the acronym.

M-1: The front yard, side yard, rear yard and street side yard setback standards will include a note to direct the reader to Section 16-165. Section 16-165 contains additional information pertaining to each of the aforementioned setback standards.

M-2: The front yard and street side yard setback standards will include a note to direct the reader to Section 16-165. Section 16-165 contains additional information pertaining to each of the aforementioned setback standards.

Section 16-165 Industrial Zones Special Requirements Specific to C-M; BRP; M-L; M-1; and M-2

There are a few proposed changes to this section that will correct typographical errors. The corrections are identified by zone below:

BRP: The only change proposed to the BRP section is to replace the word "Conditional" to "Special" in the context of a Use Permit in Section 16-165(B)(2)(c).

M-L: There is a citation correction within 16-165(C)(2)(b) which simply references (B)(1). This citation will be updated to 16-165(C)(2)(a). There is a citation correction within 16-165(C)(5)(b)(1) which simply references (C)(5)(c). This citation will be updated to 16-165(C)(5)(c). Add the word "Planning" in front of "Commission" within the Landscaping in Section 16-165(C)(8)(b). There are two citation corrections to the first sentence of 16-165(C)(10)(a) - Certificate of Occupancy. The section references Section 16-221 which will be amended to Section 16-337. Within the same sentence, the reference to Section (D)(2) will be changed to Section 16-165(D)(2). These changes are a result of previous numerical changes.

M-1: The front yard setback narrative identified under 16-165(D)(3)(a)(I) is a duplication of the side yard setback narrative which follows it. The proposed edit is to revert to the prior M-1 front yard setback and to incorporate 2030 General Plan Policy CD-9.4 View Corridor Preservation standards. The corrected M-1 front yard setback narrative will replace the duplication and it reads as follows:

"All buildings or structures on property adjacent to a public road shall be setback not less than 10 feet from the property line, or 30 feet when adjacent to designated thoroughfares, minor thoroughfares, or the proposed property line, if future public road dedication is required, whichever is greater".

Add the word "Planning" in front of "Commission" within the Landscaping in Section 16-165(D)(6)(a). There are two citation corrections to the first sentence of 16-165(D)(8)- Certificate of Occupancy. The section references Section 16-221 which will be amended to the correct citation which is Section 16-337. Within the same sentence, the reference to Section (D)(2) will be changed to Section 16-165(D)(2).

M-2: The setback discussion is missing a numerical heading and a few guiding words. The setback formatting (not content) is being modified to follow the formatting of the other industrial zones. The setback requirements will read:

(1) Setback requirements.
(a) Front yard setback. [retain existing standards as written]
(b) Side yard setback. [retain existing standards as written]
(c) Rear yard setback. [retain existing standards as written]

Section 16-165(F) identifies a requirement for outdoor equipment and storage areas in the M-2 zone which will be deleted since the requirement is currently identified under Section 16-172.

Section 16-172 Industrial Accessory Uses: Outdoor Uses and Storage/Equipment

Within the M-1 add the word "Special" in front of "Use Permit" in Sections 16-172(A)(2)(a) and 16-172(A)(3)(b).

There is a sequence error to this section starting at Section 16-172(A)(4) which is a continuation of Section 16-172(A)(3). The section will read as follows:

(c) Standards applicable to outdoor uses and equipment.
(1) [retain existing standards as written]
(2) [retain existing standards as written]
(3) [retain existing standards as written]

Section 16-173 Permits Required For Specific Commercial Cannabis Activities

The changes to this section consist of amending the title and correct typographical errors. The title suggests that only a Development Design Permit is required for all commercial cannabis activities. Commercial cannabis activities require a Development Design Permit or a Special Use Permit, and a commercial cannabis business permit pursuant to Article XVII, Chapter 11 of the OCC. Accordingly, 'Development Design' will be removed from the title and a 's' will be added to the end of 'Permit' to clearly indicate that multiple permit types are required for commercial cannabis activities within the Industrial Zones.

The correction of typographical errors to Sections 16-173(A);(B); and (C) consist of:

Subsection (A)

(1) Capitalize the name of all Industrial Zones identified in this section and include abbreviations of the zones to be internally consistent with the OCC.

(2) Incorporate the word 'cannabis' after the word 'commercial' to clearly indicate the requirement of obtaining a commercial cannabis business license as part of the approval process.
(3) Capitalize the word 'article' in reference to Article XVII to be internally consistent with the OCC.
(4) Incorporate the word 'Review' after the words 'Development Design' to clearly indicate the requirement of obtaining a Development Design Permit as part of the approval process.

Subsection (B)
(1) Capitalize 'Business and Research Park' and include an abbreviation of the zone.
(2) Capitalize the word 'article' in reference to Article XVII to be internally consistent with the OCC.

Subsection (C)
(1) Capitalize the word 'article' in reference to Article XVII to be internally consistent with the OCC.
(2) Include an abbreviation of a Special Use Permit (SUP).

4) **Environmental Review:** In accordance with the California Public Resources Code (PRC) (Sections 21000 et seq.) and the California Environmental Quality Act (CEQA) Guidelines (Sections 15000 et seq.), Planning staff has determined that the proposed zoning text amendments are exempt from the CEQA pursuant to Sections 15601(b)(3) and exempt under PRC Sec. 21080.17. The proposed amendments are regulatory and format related. The amendments would not permit new activities or development intensity over what is allowed by current regulations and/or are proposed to create consistency with State statutes.

Therefore, staff recommends the Planning Commission recommend to the City Council that a Notice of Exemption be filed following the City Council's action (see Attachment B).

5) ***General Plan Consistency:***

<u>PZ 20-580-03: ADU Update</u>
As the proposed amendments are to create consistency with State statutes in effect, a General Plan Consistency analysis is not required.

<u>PZ 20-580-01: Industrial Code Update</u>
Portions of the proposed zoning text amendments (ZTA) are within the discretion of the City and a General Plan Consistency analysis is required. The City's 2030 General Plan discusses

industrial uses. Goal CD-5 states "Development of industrial uses in appropriate areas, assistance in the location of new industry, retention and expansion of existing industry, and maintenance of the City's economic vitality."

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-5.1	I	Industrial Clustering. Encourage the clustering of industrial uses into areas that have common needs and area compatible in order to maximize their efficiency.	The ZTA clarifies language within the Industrial Zoning Ordinance that will ensure these uses are compatible with the permitted industrial use and 2030 General Plan policies and directives.
CD 5.2	I	Compatible Land Use. Ensure adequate separation between sensitive land uses (residential, educational, open space, health care) to minimize land use incompatibility associated with noise, odors, and air pollutant emissions.	The ZTA clarifies language within the Industrial Zoning Ordinance that will identify permitted and conditionally permitted uses and places standards in easy to use tables making them easier to understand.
CD 5.3	I	Available Services. Encourage industrial activities to locate where municipal services are available including adequate storm drainage and water facilities, as well as easy access to multiple modes of transportation.	The ZTA continues to provide standards for industrial development by incorporating language to clarify uses and development standards to accomplish internal consistency within the Industrial Zoning Ordinance.
CD 5.4	I	Environmentally Friendly and "Green" Industry. Seek to attract industrial development that avoids or minimizes substantial pollution, noise, glare, odor, use of hazardous materials, or other offensive activity and/or is a component of the emerging Green Industry.	The ZTA provides internal consistency within the Industrial Zoning Ordinance in order to provide clarity of allowed uses and reconfirms the requirements of all industrial uses to comply with Green standards that the City has in effect.
CD 5.5	I	"Green" Major Transportation Routes, guide industrial development to locate near transportation facilities capable of handling goods movements in an efficient manner without decreasing the level of service on the transportation network or dividing existing neighborhoods.	The ZTA provides internal consistency within the Industrial Zoning Ordinance that will assist future developers in fully understanding what uses are permitted, and development standards for those uses.

CD 16.5	I	Industrial and Commercial Development Standards. Require high quality development standards that increase the efficient use of existing industrial and commercial development areas so as to preserve agricultural land and minimize adverse environmental impacts.	The ZTA will ensure a clear understanding of the current development standards, address accessory uses to ensure these uses are compatible with primary uses and ensure that uses are located in areas that are the most beneficial to the community as a whole.
CD 18.2	I	Attract New Business. Identify and attract a range of commercial and industrial businesses that are compatible with the community's business climate and not detrimental to the existing local economy and environment.	The ZTA provides clarification and clearly lists permitted accessory uses and assists in letting future businesses fully understand the uses that can take place to keep them competitive in their market.
All Others		All policies not listed above	Consistent

PZ 20-580-04: Downtown Code and Cannabis Code Corrections
As the proposed amendments are corrections related to previously adopted ordinances, a General Plan Consistency analysis is not required.

6) **Community Workshop and Public Input:** Between December 2019 and January 2020, staff distributed draft ADU regulation materials to an ADU working group which primarily consisted of design professionals that submit the majority of ADU applications. Planning and Building & Engineering staff also met with the ADU working group in February 2020 to review and refine the Accessory Dwelling Unit Type Matrices, Building Code considerations, permit procedures, and costs. In March 2020, City staff finalized the Accessory Dwelling Unit Type Matrices based on comments received from the ADU working group. In April 2020, City staff updated the City's Accessory Dwelling Unit website: https://www.oxnard.org/city-department/community-development/adu-info/ On June 15, 2020, Planning staff is scheduled to inform the Inter-Council Neighborhood Organization Executive Board of the proposed changes.

7) **Next Steps:** The Planning Commission's action on this matter is advisory to the City Council. The Planning Commission's recommendation on this matter will be forwarded to the City Council for consideration.

Attachments:

A. Accessory Dwelling Unit Type Matrices
B. CEQA Notice of Exemption

Attachment A

Accessory Dwelling Unit Type Matrices

ITEM #K-2

Accessory Dwelling Units (ADU)
TYPE 1: NEW DETACHED ADU-ONLY STRUCTURE

Permitting and Development Standards
Effective: January 1, 2020

CITY OF OXNARD CALIFORNIA

Planning Division | 214 South C Street | 805 385-7858 | oxnard.org/planning

Purpose and Intent: Development of an ADU in a new structure fully separate from the existing (or proposed) Primary Unit involving no conversion of existing structures or attachment to existing structures. May include a garage.

PROPERTY LOCATION:				
PERMITTING		**Applicant Enter as Proposed**	**Comply? Y or N**	**For more information, request an appointment with City staff:** **Building (805) 385-7925 Fire Dept. (805) 385-7795** **Planning (805) 385-7858**
Administrative Planning Permit	Ministerial			$210.00 fee plus Building Permit, plan check, and inspection fees. Fees periodically adjusted.
From submitting complete Building and Eng. plans	Not to exceed 60 days			60-day statutory permit tolling applies to Oxnard work days when ADU plans are complete and in City possession. ADU may be denied if plan check corrections remain unaddressed at Day 60.
DEVELOPMENT STANDARDS				
Allowed in Zones (includes –PD & –AH additive zones)	R1, R2, R3, R4, C1, C2, DT-E			Eligibility requires one legal parcel with one existing legal Primary Unit, or proposal to construct a Primary Unit.
Minimum Size	220 sf			Efficiency unit. Same meaning as Health & Safety Code (HSC) 17958.1, which requires a living area of 150 sf + other area of 70 sf for 2 persons.
Maximum Size	1,200 sf			City Code allows large lot exception, if qualified. See OCC 16-16-469.6.
Front yard setback	by Zone			Existing driveway paved area may be used for required ADU parking.
Side yard setback	4 ft			Subject to public safety review that may require larger setback. Government Code 65852.2(1)(a)(D)(vii)
Rear yard setback	4 ft			
Maximum height	by Zone			Height measured from base average finished grade to highest point of building. OCC 16-10(22)
Separate exterior entrance required	Yes			ADU addressing likely to be "Unit No. X" to existing Primary Unit address, subject to USPS final determination.
Comply with other Codes	Yes			ADU must comply with applicable Building, Energy, and other Codes. Tiny Homes may qualify if code(s) compliant.
REQUIREMENTS				
Solar Panels required	Yes			Refer to: https://ww2.energy.ca.gov/title24/2019standards/documents/Title24_2019_Standards_detailed_faq.pdf
Kitchen Type	Full			Includes sink, minimum 5 cubic foot refrigerator, range or cooktop
Bathroom	Full			Includes sink, toilet, and bathing facility.
PARKING				
Primary Unit	City Code required			If parking is legal non-conforming, there is no requirement to add parking to meet current requirement for Primary unit.
ADU	recommended			may be tandem, uncovered, and/or located in a side yard setback.
FIRE SPRINKLERS, UTILITY METERS & IMPACT FEES				
Fire sprinklers	If required for Primary unit			ADU fire sprinklers required if required for the Primary residence: Oxnard Fire Code requires full sprinklers on all structure(s) at 1,000 sf cumulative additions and alterations since Dec. 27, 2007 (OCC §14-26).
Water/sewer meter	Yes			Check all lines for capacity, upgrade may be required.
Impact Fees	Yes, if ADU is 750 sf or more.			No fees if ADU is less than 750 sf. Proportional if 750 sf or more in size: A) calculate full impact fees based on total ADU size, B) divide ADU size greater than 750 sf into total ADU size, C) multiply A X B for fee.

THE FOLLOWING CONDITIONS APPLY TO ADU TYPE 1	
1	ADU not allowed in the Oxnard Coastal Zone (between Victoria Avenue and west to the Pacific Ocean)
2	ADU projects are exempt from California Environmental Quality Act (CEQA, Class 3, Guidelines §15303)
3	ADU Standard conditions of approval are to be incorporated into the Building Permit plans.
4	ADU within the Henry T Oxnard District or a listed structure requires compatibility review and standards apply: ADU use is allowed.
5	Applicants may include replacement curb cut and driveway if ADU removes on-site parking, subject to Public Works approval.
6	Minimum lot size, open space, patio/balcony minimum size and dimensions, density, floor area ratio, and/or interior yard space standards are not applied to the ADU. (SB 881)
7	Architectural compatibility with existing and/or proposed structure required (OCC § 16-23, primarily materials, roof-pitch, color).
8	ADU may not be rented for less than 30 days (i.e. Short Term Rental) (OCC 16-663.4(H)).
9	There is no owner-occupied requirement for either the Primary or ADU until Jan 1, 2025 (SB 13).
10	Homeowner Association Conditions, Covenants, and Restrictions (CCR) may not unreasonably prohibit ADU (AB 670).
11	ADU may not be parceled into separate property, except as specified in AB 587.
12	Project cannot demolish residential dwelling units underless certain conditions apply (SB 330).
13	ADU porches, patios, exterior stairs, and balconies subject to OCC 16-305 to 16-307.
14	ADU may be denied if: 1) non-compliance with applicable codes, 2) creates a life-safety hazard, 3) has negative impact on historic district or listed structure, or 4) is within Non-ADU district (if adopted by the City).

Version 4/12/20 CW

ITEM #K-2

Accessory Dwelling Units (ADU)

TYPE 2A: CONVERSION OF DETACHED ACCESSORY STRUCTURE

Permitting and Development Standards

Effective: January 1, 2020

CITY OF OXNARD CALIFORNIA

Planning Division | 214 South C Street | 805 385-7858 | oxnard.org/planning

Purpose and Intent: Conversion of an existing detached garage or accessory structure to an ADU with no changes to or attachment to the Primary Unit.

PROPERTY LOCATION:				
PERMITTING		**Applicant Enter as Proposed**	**Comply? Y or N**	**For more information, request an appointment with City staff:** **Building (805) 385-7925** **Fire Dept. (805) 385-7795** **Planning: (805) 385-7858**
Administrative Planning Permit	Ministerial			$210.00 fee plus Building Permit, plan check, and inspection fees. Fees periodically adjusted.
From submitting complete Building and Eng. plans	Not to exceed 60 days			60-day statutory permit tolling applies to Oxnard work days when ADU plans are complete and in City possession. ADU may be denied if plan check corrections remain unaddressed at Day 60.
DEVELOPMENT STANDARDS				
Allowed in Zones (includes –PD & –AH additive zones)	R1, R2, R3, R4, C1, C2, DT-E			Eligibility requires one legal parcel with one existing legal Primary Unit with existing detached garage and/or accessory structure or building such as a storage shed or greenhouse.
Minimum Size	220 sf			Efficiency unit. Same meaning as Health & Safety Code (HSC) 17958.1, which requires a living area of 150 sf + other area of 70 sf for 2 persons.
Maximum Size	1,200 sf			Additions can be added to the existing structure.In addition to the 1,200 sf maximum size,up to 150 sf addition allowed for egress/ingress within ADU buildable area.
Front yard setback	by Zone			Existing driveway paved area may be used for required parking.
Side yard setback	Existing or NLT 4 feet			Primary Unit setbacks set by Zone or permit, ADU minimum is 4 ft for entrance expansion. Existing accessory structure or building setbacks subject to public safety review. Government Code 65852.2(1)(a)(D)(vii).
Rear yard setback	Existing or NLT 4 feet			
Maximum height	by Zone			Height measured from base average finished grade to highest point of building. OCC 16-10(22)
Separate exterior entrance required	Yes			ADU addressing likely to be "Unit No. X" to existing Primary Unit address, subject to USPS final determination.
Comply with other Codes	Yes			ADU must comply with applicable Building, Energy, and other Codes.
REQUIREMENTS				
Solar Panels required	No			Refer to: https://ww2.energy.ca.gov/title24/2019standards/documents/Title24_2019_Standards_detailed_faq.pdf
Kitchen Type	Full			Includes sink, minimum 5 cubic foot refrigerator, range or cooktop
Bathroom	Full			Includes sink, toilet, and bathing facility.
PARKING				
Primary Unit	No change unless garage conversion			If detached garage, carport, or covered parking is converted to the ADU, replacement of removed Primary Unit off-street parking spaces is not required. Government Code 65852.2(1)(a)(D)(xi). Replacement parking is encouraged.
ADU	recommended			ADU parking space may be tandem, uncovered, and/or located in a side yard setback.
FIRE SPRINKLERS, UTILITY METERS & IMPACT FEES				
Fire sprinklers	If required for Primary Unit			ADU fire sprinklers required if required for the Primary residence: Oxnard Fire Code requires full sprinklers on all structure(s) at 1,000 sf cumulative additions and alterations since Dec. 27, 2007 (OCC §14-26).
Water/sewer meter	Yes			Unless already connected. Upgrade may be required.
Impact Fees	Yes, if ADU is 750 sf or more.			No fees if ADU is less than 750 sf. Proportional if over 750 sf is size: A) calculate full impact fees based on total ADU size, B) divide ADU size greater than 750 sf into total ADU size, C) multiply A X B for fee.

THE FOLLOWING CONDITIONS APPLY TO ADU TYPE 2A

1	ADU not allowed in the Oxnard Coastal Zone (between Victoria Avenue and Pacific Ocean)
2	ADU projects are exempt from California Environmental Quality Act (CEQA, Class 3, Guidelines §15303)
3	ADU Standard Planning Zoning Clearance documents and conditions are to be incorporated into the Building Permit plans.
4	ADU within the Henry T Oxnard District or a listed structure requires compatibility review and standards apply: ADU use is allowed.
5	Applicants may include replacement curb cut and driveway if ADU removes on-site parking, subject to Public Works approval.
6	Minimum lot size, open space, patio/balcony minimum size and dimensions, density, floor area ratio, and/or interior yard space standards are not applied to the ADU. (SB 881)
7	Architectural compatibility with existing and/or proposed structure required (OCC § 16-23, primarily materials, roof-pitch, color).
8	ADU may not be rented for less than 30 days (i.e. Short Term Rental) (OCC 16-663.4(H)).
9	There is no owner-occupied requirement for either the Primary or ADU until Jan 1, 2025 (SB 13).
10	Homeowner Association Conditions, Covenants, and Restrictions (CCR) may not prohibit ADU (AB 670).
11	ADU may not be parceled into separate property, except as specified in AB 587.
12	Project cannot demolish residential dwelling units underless certain conditions apply (SB 330).
13	ADU porches, patios, exterior stairs, and balconies subject to OCC 16-305 to 16-307.
14	ADU may be denied if: 1) non-compliance with applicable codes, 2) creates a life-safety hazard, 3) has negative impact on historic district or listed structure, or 4) is within Non-ADU district (if adopted by the City).

Version 4/12/2020 CW

ITEM #K-2

Accessory Dwelling Units (ADU)
TYPE 2B: CONVERSION OF PRIMARY UNIT's ATTACHED GARAGE TO ADU

Permitting and Development Standards
Effective: January 1, 2020

CITY OF OXNARD CALIFORNIA

Planning Division | 214 South C Street | 805 385-7858 | oxnard.org/planning

Purpose and Intent: Conversion of only the Primary Unit's attached garage to an ADU with no conversion of Primary Unit living area or attachment to the Primary Unit.

PROPERTY LOCATION:				
PERMITTING		**Applicant Enter as Proposed**	**Comply? Y or N**	**For more information, request an appointment with City staff:** **Building (805) 385-7925 Fire Dept. (805) 385-7795** **Planning (805) 385-7858**
Administrative Planning Permit	Ministerial			$210.00 fee plus Building Permit, plan check, and inspection fees. Fees periodically adjusted.
From submitting complete Building and Eng. plans	Not to exceed 60 days			60-day statutory permit tolling applies to Oxnard work days when ADU plans are complete and in City possession. ADU may be denied if plan check corrections remain unaddressed at Day 60.
DEVELOPMENT STANDARDS				
Allowed in Zones (includes –PD & –AH additive zones)	R1, R2, R3, R4, C1, C2, DT-E			Eligibility requires one legal parcel with one existing legal Primary Unit
Minimum Size	220 sf			Efficiency unit. Same meaning as Health & Safety Code (HSC) 17958.1, which requires a living area of 150 sf + other area of 70 sf for 2 persons.
Maximum Size	Existing size			Up to 150 sf addition allowed for egress/ingress within ADU buildable area.
Front yard setback	by Zone			Existing driveway paved area may be used for required parking.
Side yard setback	Existing or NLT 4 feet			Primary Unit setbacks set by Zone or permit, ADU minimum is 4 ft for entrance expansion. Existing setbacks subject to public safety review. Government Code 65852.2(1)(a)(D)(vii)
Rear yard setback	Existing or NLT 4 feet			
Maximum height	by Zone			Height measured from base average finished grade to highest point of building. OCC 16-10(22)
Separate exterior entrance required	Yes			ADU addressing likely to be "Unit No. X" to existing Primary Unit address, subject to USPS final determination.
Comply with other Codes	Yes			ADU must comply with applicable Building, Energy, and other Codes.
REQUIREMENTS				
Solar Panels required	No			Refer to: https://ww2.energy.ca.gov/title24/2019standards/documents/Title24_2019_Standards_detailed_faq.pdf
Kitchen Type	Full			Includes sink, minimum 5 cubic foot refrigerator, range or cooktop
Bathroom	Full			Includes sink, toilet, and bathing facility.
PARKING				
Primary Unit	City Code less no. of converted spaces			Replacement of removed Primary Unit garage parking spaces is not required (Government Code 65852.2(1)(a)(D)(xi)). Replacement parking is encouraged.
ADU	recommended			ADU parking space may be tandem, uncovered, and/or located in a side yard setback.
FIRE SPRINKLERS, UTILITY METERS & IMPACT FEES				
Fire sprinklers	If required for Primary Unit			ADU fire sprinklers required if required for the Primary residence: Oxnard Fire Code requires full sprinklers on all structure(s) at 1,000 sf cumulative additions and alterations since Dec. 27, 2007 (OCC §14-26).
Water/sewer meter	No			Check all lines for capacity, upgrade may be required.
Impact Fees	Yes, if ADU is 750 sf or more.			No fees if ADU is less than 750 sf. Proportional if over 750 sf is size: A) calculate full impact fees based on total ADU size, B) divide ADU size greater than 750 sf into total ADU size, C) multiply A X B for fee.

	THE FOLLOWING CONDITIONS APPLY TO ADU TYPE 2B
1	ADU not allowed in the Oxnard Coastal Zone (between Victoria Avenue and Pacific Ocean)
2	ADU projects are exempt from California Environmental Quality Act (CEQA, Class 3, Guidelines §15303)
3	ADU Standard Planning Zoning Clearance documents and conditions are to be incorporated into the Building Permit plans.
4	ADU within the Henry T Oxnard District or a listed structure requires compatibility review and standards apply: ADU use is allowed.
5	Applicants may include replacement curb cut and driveway if ADU removes on-site parking, subject to Public Works approval.
6	Minimum lot size, open space, patio/balcony minimum size and dimensions, density, floor area ratio, and/or interior yard space standards are not applied to the ADU. (SB 881)
7	Architectural compatibility with existing and/or proposed structure required (OCC § 16-23, primarily materials, roof-pitch, color).
8	ADU may not be rented for less than 30 days (i.e. Short Term Rental) (OCC 16-663.4(H)).
9	There is no owner-occupied requirement for either the Primary or ADU until Jan 1, 2025 (SB 13).
10	Homeowner Association Conditions, Covenants, and Restrictions (CCR) may not prohibit ADU (AB 670).
11	ADU may not be parceled into separate property, except as specified in AB 587.
12	Project cannot demolish residential dwelling units underless certain conditions apply (SB 330).
13	ADU porches, patios, exterior stairs, and balconies subject to OCC 16-305 to 16-307.
14	ADU may be denied if: 1) non-compliance with applicable codes, 2) creates a life-safety hazard, 3) has negative impact on historic district or listed structure, or 4) is within Non-ADU district (if adopted by the City).

Version 4/12/2020 CW

ITEM #K-2

Accessory Dwelling Units (ADU)
TYPE 2C: CONVERSION OF EXISTING NON-RESIDENTIAL STRUCTURE TO PRIMARY DWELLING UNITS WITH ADU

Permitting and Development Standards

Effective: January 1, 2020

CITY OF OXNARD CALIFORNIA

Planning Division | 214 South C Street | 805 385-7858 | oxnard.org/planning

Purpose and Intent: Conversion of a non-residential structure to a residential Primary Unit with an internal or detached ADU. Project could include an addition.

PROPERTY LOCATION:				
PERMITTING		**Applicant Enter as Proposed**	**Comply? Y or N**	**For more information, request an appointment with City staff:** **Building (805) 385-7925 Fire Dept. (8p05) 385-7795** **Planning (805) 385-7858**
Administrative Planning Permit	ADU use is allowed.			Discretionary process as required by Zone. ADU use is allowed if conversion to residential use is approved by applicable planning permit.
Plan Check period from submitting complete plans	60-day toll does not apply			60-day statutory permit tolling applies to Oxnard work days when ADU plans are complete and in City possession. ADU may be denied if plan check corrections remain unaddressed at Day 60.
DEVELOPMENT STANDARDS				
Allowed in Zones (includes –PD & –AH additive zones)	R1, R2, R3, R4, C1, C2, DT-E			Eligibility requires one legal parcel with an existing structure eligible to be converted to residential use through applicable Planning permit.
Minimum Size	220 sf			Efficiency unit. Same meaning as Health & Safety Code (HSC) 17958.1, which requires a living area of 150 sf + other area of 70 sf for 2 persons.
Maximum Size	1,200 sf or 50% rule			Detached ADU up to 1,200 sf. If ADU is part of the Primary Unit, ADU shall not exceed 50% of Primary Unit; however, in no instance shall the maximum size be less than 850 sf for one-bedroom or 1,000 sf for two or more bedrooms.
Front yard setback	by Zone			Front yard setback may begin at closest edge of public sidewalk.
Side yard setback	Zone or NLT 4 ft			Primary Unit setbacks set by Zone or permit, ADU minimum is 4 ft for entrance expansion. Subject to public safety review that may require larger setback. Government Code 65852.2(1)(a)(D)(vii)
Rear yard setback	Zone or NLT 4 ft			
Maximum height	by Zone			Or as allowed by approving permit.
Separate exterior entrance required	Yes			ADU addressing likely to be "Unit No. X" to existing Primary Unit address, subject to USPS final determination.
Comply with other Codes	Yes			ADU must comply with applicable Building, Energy, and other Codes.
REQUIREMENTS				
Solar Panels required	No			Refer to: https://ww2.energy.ca.gov/title24/2019standards/documents/Title24_2019_Standards_detailed_faq.pdf
Kitchen Type	Full			Includes sink, minimum 5 cubic foot refrigerator, range or cooktop
Bathroom	Full			Includes sink, toilet, and bathing facility.
PARKING				
Primary Unit	City Code			Primary Unit parking as required by City Code or approving permit.
ADU	1 off-street space			ADU parking not required if: 1) 1/2 mile walking distance of OTC or bus stops, 2) within historic district, 3) parking permits required but not offered to ADU, 4) car-share within 1 block. **Applicant to provide evidence to claim ADU parking exemption.** ADU parking space may be tandem, uncovered, and/or located in a side yard setback.
FIRE SPRINKLERS, UTILITY METERS & IMPACT FEES				
Fire sprinklers	If required for Primary unit			ADU fire sprinklers required if required for the Primary residence: Oxnard Fire Code requires full sprinklers on all structure(s) at 1,000 sf cumulative additions and alterations since Dec. 27, 2007 (OCC §14-26).
Water/sewer meter	To be determined			Separate ADU meter required if ADU is a detached structure. Check all existing lines for capacity, upgrade may be required.
Impact Fees (ADU only)	Yes, if ADU is 750 sf or more.			No fees if ADU is less than 750 sf. Proportional if over 750 sf is size: A) calculate full impact fees based on total ADU size, B) divide ADU size greater than 750 sf into total ADU size, C) multiply A X B for fee.

THE FOLLOWING CONDITIONS APPLY TO ADU TYPE 2C	
1	ADU not allowed in the Oxnard Coastal Zone (between Victoria Avenue and Pacific Ocean)
2	ADU projects are exempt from California Environmental Quality Act (CEQA, Class 3, Guidelines §15303)
3	ADU Standard Planning Zoning Clearance documents and conditions are to be incorporated into the Building Permit plans.
4	ADU within the Henry T Oxnard District or a listed structure requires compatibility review and standards apply: ADU use is allowed.
5	Applicants may include replacement curb cut and driveway if ADU removes on-site parking, subject to Public Works approval.
6	Minimum lot size, open space, patio/balcony minimum size and dimensions, density, floor area ratio, and/or interior yard space standards are not applied to the ADU. (SB 881)
7	Architectural compatibility with existing and/or proposed structure required (OCC § 16-23, primarily materials, roof-pitch, color).
8	ADU may not be rented for less than 30 days (i.e. Short Term Rental) (OCC 16-663.4(H)).
9	There is no owner-occupied requirement for either the Primary or ADU until Jan 1, 2025 (SB 13).
10	Homeowner Association Conditions, Covenants, and Restrictions (CCR) may not prohibit ADU (AB 670).
12	ADU may not be parceled into separate property, except as specified in AB 587.
12	Project cannot demolish residential dwelling units underless certain conditions apply (SB 330).
13	ADU porches, patios, exterior stairs, and balconies subject to OCC 16-305 to 16-307.
14	ADU may be denied if: 1) non-compliance with applicable codes, 2) creates a life-safety hazard, 3) has negative impact on historic district or listed structure, or 4) is within Non-ADU district (if adopted by the City).

Version 4/12/2020 CW

ITEM #K-2

Accessory Dwelling Units (ADU)
TYPE 3: ADU ATTACHED TO PRIMARY UNIT
Permitting and Development Standards
Effective: January 1, 2020

CITY OF OXNARD CALIFORNIA

Planning Division | 214 South C Street | 805 385-7858 | oxnard.org/planning

Purpose and Intent: New construction of an ADU attached to the existing Primary Unit with no conversion of Primary Unit interior living area.

PROPERTY LOCATION:				
PERMITTING		**Applicant Enter as Proposed**	**Comply? Y or N**	**For more information, request an appointment with City staff:** **Building (805) 385-7925 Fire Dept. (805) 385-7795** **Planning (805) 385-7858**
Administrative Planning Permit	Ministerial Permit			$210.00 fee plus Building Permit, plan check, and inspection fees. Fees periodically adjusted.
Plan Check period from submitting complete plans	Not to exceed 60 days			60-day statutory permit tolling applies to Oxnard work days when ADU plans are complete and in City possession. ADU may be denied if plan check corrections remain unaddressed at Day 60.
DEVELOPMENT STANDARDS				
Allowed in Zones (includes –PD & –AH additive zones)	R1, R2, R3, R4, C1, C2, DT-E			Eligibility requires one legal parcel with one existing legal Primary Unit, or proposal to construct a Primary Unit. A proposed Primary Unit would follow applicable Planning permit process, ADU is allowed.
Minimum Size	220 sf			Efficiency unit. Same meaning as Health & Safety Code (HSC) 17958.1, which requires a living area of 150 sf + other area of 70 sf for 2 persons.
Maximum Size	50% of Primary Unit			ADU shall not exceed 50% of the Primary Unit; however, in no instance shall the maximum size be less than 850 sf for one-bedroom or 1,000 sf for two or more bedrooms.
Front yard setback	by Zone			Existing driveway paved area may be used for required ADU parking.
Side yard setback	4 ft			Subject to public safety review that may require larger setback. Government Code 65852.2(1)(a)(D)(vii)
Rear yard setback	4 ft			
Maximum height	by Zone			ADU addition to be architecturally compatible with Primary Unit.
Separate exterior entrance required	Yes			ADU addressing likely to be "Unit No. X" to existing Primary Unit address, subject to USPS final determination.
Comply with other Codes	Yes			ADU must comply with applicable Building, Energy, and other Codes.
REQUIREMENTS				
Solar Panels required	No			Refer to: https://ww2.energy.ca.gov/title24/2019standards/documents/Title24_2019_Standards_detailed_faq.pdf
Kitchen Type	Full			Includes sink, minimum 5 cubic foot refrigerator, range or cooktop
Bathroom	Full			Includes sink, toilet, and bathing facility.
PARKING				
Primary Unit	City Code			Primary Unit parking as required by City Code or approving permit.
ADU	recommended			ADU parking space may be tandem, uncovered, and/or located in a side yard setback
FIRE SPRINKLERS, UTILITY METERS & IMPACT FEES				
Fire sprinklers	If required for Primary Unit			ADU fire sprinklers required if required for the Primary residence: Oxnard Fire Code requires full sprinklers on all structure(s) at 1,000 sf cumulative additions and alterations since Dec. 27, 2007 (OCC §14-26).
Water/sewer meter	No			Check all lines for capacity, upgrade may be required.
Impact Fees (ADU only)	Yes, if ADU is 750 sf or more.			No fees if ADU is less than 750 sf. Proportional if over 750 sf is size: A) calculate full impact fees based on total ADU size, B) divide ADU size greater than 750 sf into total ADU size, C) multiply A X B for fee.

	THE FOLLOWING CONDITIONS APPLY TO ADU TYPE 3
1	ADU not allowed in the Oxnard Coastal Zone (between Victoria Avenue and Pacific Ocean)
2	ADU projects are exempt from California Environmental Quality Act (CEQA, Class 3, Guidelines §15303)
3	ADU Standard Planning Zoning Clearance documents and conditions are to be incorporated into the Building Permit plans.
4	ADU within the Henry T Oxnard District or a listed structure requires compatibility review and standards apply: ADU use is allowed.
5	Applicants may include replacement curb cut and driveway if ADU removes on-site parking, subject to Public Works approval.
6	Minimum lot size, open space, patio/balcony minimum size and dimensions, density, floor area ratio, and/or interior yard space standards are not applied to the ADU. (SB 881)
7	Architectural compatibility with existing and/or proposed structure required (OCC § 16-23, primarily materials, roof-pitch, color).
8	ADU may not be rented for less than 30 days (i.e. Short Term Rental) (OCC 16-663.4(H)).
9	There is no owner-occupied requirement for either the Primary or ADU until Jan 1, 2025 (SB 13).
10	Homeowner Association Conditions, Covenants, and Restrictions (CCR) may not prohibit ADU (AB 670).
11	ADU may not be parceled into separate property, except as specified in AB 587.
12	Project cannot demolish residential dwelling units underless certain conditions apply (SB 330).
13	ADU porches, patios, exterior stairs, and balconies subject to OCC 16-305 to 16-307.
14	ADU may be denied if: 1) non-compliance with applicable codes, 2) creates a life-safety hazard, 3) has negative impact on historic district or listed structure, or 4) is within Non-ADU district (if adopted by the City).

Version 4/12/2020 CW

ITEM #K-2

Accessory Dwelling Units (ADU)

TYPE 4: ADU FULLY WITHIN EXISTING PRIMARY UNIT

Permitting and Development Standards

Effective: January 1, 2020

CITY OF OXNARD CALIFORNIA

Planning Division | 214 South C Street | 805 385-7858 | oxnard.org/planning

Purpose and Intent: Conversion of only existing Primary Unit interior living area to create an ADU involving no attachment or conversion of attached or detached garage(s).

PROPERTY LOCATION:				
PERMITTING		**Applicant Enter as Proposed**	**Comply? Y or N**	**For more information, request an appointment with City staff:** **Building (805) 385-7925** **Fire Dept. (805) 385-7795** **Planning (805) 385-7858**
Administrative Planning Permit	Ministerial			$210.00 fee plus Building Permit, plan check, and inspection fees. Fees periodically adjusted.
Plan Check period from submitting complete plans	Not to exceed 60 days			60-day statutory permit tolling applies to Oxnard work days when ADU plans are complete and in City possession. ADU may be denied if plan check corrections remain unaddressed at Day 60.
DEVELOPMENT STANDARDS				
Allowed in Zones (includes –PD & –AH additive zones)	R1, R2, R3, R4, C1, C2, DT-E			Eligibility requires one legal parcel with one existing legal Primary Unit.
Minimum Size	220 sf			Efficiency unit. Same meaning as Health & Safety Code (HSC) 17958.1, which requires a living area of 150 sf + other area of 70 sf for 2 persons.
Maximum Size	None. See note.			Remaining Primary Unit area and ADU must both meet minimum HSC requirements. No limit on ADU conversion area within Primary Unit. Up to 150 sf addition allowed for egress/ingress within ADU buildable area.
Front yard setback	Existing			Existing driveway paved area may be used for required ADU parking.
Side yard setback	Existing or NLT 4 feet			Primary Unit setbacks set by Zone or permit, ADU minimum is 4 ft for entrance expansion. Existing setbacks subject to public safety review that may require larger setback. Government Code 65852.2(1)(a)(D)(vii)
Rear yard setback	Existing or NLT 4 feet			
Maximum height	Existing			Oxnard City Code Section 16-303 allows limited exceptions.
Separate exterior entrance required	Yes			ADU addressing likely to be "Unit No. X" to existing Primary Unit address, subject to USPS final determination.
Comply with other Codes	Yes			ADU must comply with applicable Building, Energy, and other Codes.
REQUIREMENTS				
Solar Panels required	No			Refer to: https://ww2.energy.ca.gov/title24/2019standards/ documents/2018_Title_24_2019_Building_Standards_FAQ.pdf
Kitchen Type	Full			Includes sink, minimum 5 cubic foot refrigerator, range or cooktop
Bathroom	Full			Includes sink, toilet, and bathing facility.
PARKING				
Primary Unit	City Code			Primary Unit parking as required by City Code or approving permit.
ADU	recommended			ADU parking space may be tandem, uncovered, and/or located in a side yard setback.
FIRE SPRINKLERS, UTILITY METERS & IMPACT FEES				
Fire sprinklers	If required for Primary Unit			ADU fire sprinklers required if required for the Primary residence: Oxnard Fire Code requires full sprinklers on all structure(s) at 1,000 sf cumulative additions and alterations since Dec. 27, 2007 (OCC §14-26).
Water/sewer meter	No			Check all lines for capacity, upgrade may be required.
Impact Fees (ADU only)	Yes, if ADU is 750 sf or more.			No fees if ADU is less than 750 sf. Proportional if over 750 sf is size: A) calculate full impact fees based on total ADU size, B) divide ADU size greater than 750 sf into total ADU size, C) multiply A X B for fee.

THE FOLLOWING CONDITIONS APPLY TO ADU TYPE 4	
1	ADU not allowed in the Oxnard Coastal Zone (between Victoria Avenue and Pacific Ocean)
2	ADU projects are exempt from California Environmental Quality Act (CEQA, Class 3, Guidelines §15303)
3	ADU Standard Planning Zoning Clearance documents and conditions are to be incorporated into the Building Permit plans.
4	ADU within the Henry T Oxnard District or a listed structure requires compatibility review and standards apply: ADU use is allowed.
5	Applicants may include replacement curb cut and driveway if ADU removes on-site parking, subject to Public Works approval.
6	Minimum lot size, open space, patio/balcony minimum size and dimensions, density, floor area ratio, and/or interior yard space standards are not applied to the ADU. (SB 881)
7	Architectural compatibility with existing and/or proposed structure required (OCC § 16-23, primarily materials, roof-pitch, color).
8	ADU may not be rented for less than 30 days (i.e. Short Term Rental) (OCC 16-663.4(H)).
9	There is no owner-occupied requirement for either the Primary or ADU until Jan 1, 2025 (SB 13).
10	Homeowner Association Conditions, Covenants, and Restrictions (CCR) may not prohibit ADU (AB 670).
11	ADU may not be parceled into separate property, except as specified in AB 587.
12	Project cannot demolish residential dwelling units underless certain conditions apply (SB 330).
13	ADU porches, patios, exterior stairs, and balconies subject to OCC 16-305 to 16-307.
14	ADU may be denied if: 1) non-compliance with applicable codes, 2) creates a life-safety hazard, 3) has negative impact on historic district or listed structure, or 4) is within Non-ADU district (if adopted by the City).

Version 4/12/2020 CW

ITEM #K-2

Accessory Dwelling Units (ADU)
TYPE 5: JUNIOR (JR) ADU WITHIN PRIMARY UNIT

Permitting and Development Standards
Effective: January 1, 2020

CITY OF OXNARD CALIFORNIA

Planning Division | 214 South C Street | 805 385-7858 | oxnard.org/planning

Purpose and Intent: Limited to single family dwellings,conversion of existing Primary Unit livable area (i.e. bedroom) to a small ADU. JR ADU may be in addition to ADU Type 1, 2A, 2B, 2C, 3, and 4 on the same property. JR ADUs are not allowed in multifamily units.

PROPERTY LOCATION:				
PERMITTING		**Applicant Enter as Proposed**	**Comply? Y or N**	**For more information, request an appointment with City staff:** **Building (805) 385-7925 Fire Dept. (805) 385-7795** **Planning (805) 385-7858**
Administrative Planning Permit	Ministerial			$210.00 fee plus Building Permit, plan check, and inspection fees. Fees periodically adjusted.
Plan Check period from submitting complete plans	Not to exceed 60 days			60-day statutory permit tolling applies to Oxnard work days when ADU plans are complete and in City possession. ADU may be denied if plan check corrections remain unaddressed at Day 60.
JR ADU DEVELOPMENT STANDARDS				
Allowed in Zones (includes –PD & –AH additive zones)	R1, R2, R3, R4, C1, C2, DT-E			Eligibility requires one legal parcel with one existing legal Primary Unit or proposal to construct a Primary Unit, or legal accessory structure.
Minimum Size	70 sf			Includes kitchenette area. Does not include bathroom area.
Maximum Size	500 sf			Up to 150 sf addition allowed for egress/ingress within ADU buildable area.
Front yard setback	Existing			Jr ADU exterior entrance may not be directly from front yard setback.
Side yard setback	Existing or NLT 4 feet			Primary Unit setbacks set by Zone or permit, ADU minimum is 4 ft for entrance expansion.Subject to public safety review that may require larger setback. Government Code 65852.2(1)(a)(D)(vii)
Rear yard setback	Existing or NLT 4 feet			
Maximum height	Existing			Oxnard City Code Section 16-303 allows limited exceptions.
Separate exterior entrance required	Yes			ADU addressing likely to be "Unit No. X" to existing Primary Unit address, subject to USPS final determination.
Comply with other Codes	Yes			ADU must comply with applicable Building, Energy, and other Codes.
JR ADU REQUIREMENTS				
Solar Panels required	No			JR ADU is fully within existing Primary Unit or accessory structure.
Kitchen Type	Partial, Kitchenette			Minimum: hot and cold water sink, 4.5 cubic foot refrigerator, two GFI outlets, 8 sf of counter space, 5 linear feet of cabinet space.
Bathroom	Full or Access			Full bathroom or continuous access to full bathroom via common door to Primary Unit including sink, toilet, and bathing facility. Bathroom access that requires crossing through an outdoor area is not allowed.
JR ADU PARKING				
Primary Unit	City Code			Primary Unit parking as required by City Code or approving permit.
JR ADU	recommended			ADU parking space may be tandem, uncovered, and/or located in a side yard setback.
JR ADU FIRE SPRINKLERS, UTILITY METERS & IMPACT FEES				
Fire sprinklers	If required for Primary unit			ADU fire sprinklers required if required for the Primary residence: Oxnard Fire Code requires full sprinklers on all structure(s) at 1,000 sf cumulative additions and alterations since Dec. 27, 2007 (OCC §14-26).
Water/sewer meter	No			Check all lines for capacity, upgrade may be required.
Impact Fees	None			No fees for JR ADU.

THE FOLLOWING CONDITIONS APPLY TO ADU TYPE 5 (JR ADU)

1	JR ADU not allowed in the Oxnard Coastal Zone (between Victoria Avenue and Pacific Ocean)
2	JR ADU projects are exempt from California Environmental Quality Act (CEQA, Class 1, Guidelines §15301)
3	Condition printed on approved building plans and/or recorded deed restriction shall include permanent reasonable access to a shared Primary Unit bathroom if a full bathroom is not provided in the JR ADU.
4	JR ADU Standard Planning Zoning Clearance documents and conditions are to be incorporated into the Building Permit plans.
5	JR ADU within the Henry T Oxnard District or a listed structure requires compatibility review and standards apply.
6	Minimum lot size, open space, patio/balcony minimum size and dimensions, density, floor area ratio, and/or interior yard space standards are not applied to the ADU. (SB 881)
7	Architectural compatibility with existing and/or proposed structure required (OCC § 16-23, primarily materials, roof-pitch, color).
8	JR ADU may not be rented for less than 30 days (i.e. Short Term Rental) (OCC 16-663.4(H)).
9	There is no owner-occupied requirement for either the Primary Unit or JR ADU until Jan 1, 2025 (SB 13).
10	Homeowner Association Conditions, Covenants, and Restrictions (CCR) may not prohibit JR ADU (AB 670).
11	JR ADU may not be parceled into separate property, except as specified in AB 587.
12	ADU porches, patios, exterior stairs, and balconies subject to OCC 16-305 to 16-307.
13	JR ADU may be denied if: 1) non-compliance with applicable codes, 2) creates a life-safety hazard, 3) has negative impact on historic district or listed structure, or 4) is within Non-ADU district (if adopted by the City).

Version 4/12/2020 CW

ITEM #K-2

Accessory Dwelling Units (ADU)
TYPE 6: CONVERSION OF MULTIFAMILY STRUCTURE AREAS NOT USED AS LIVABLE SPACE

Permitting and Development Standards
Effective: January 1, 2020

CITY OF OXNARD CALIFORNIA

Planning Division | 214 South C Street | 805 385-7858 | oxnard.org/planning

Purpose and Intent: Conversion only of existing multifamily structure areas not used as livable space such as storage, passageways, attics, and/or garages to allow at least one ADU, not more than two detached ADUs, and total ADUs not to exceed 25% of the existing number of multifamily units in the structure. JR ADUs are not allowed in multifamily units.

PROPERTY LOCATION:				
PERMITTING		**Applicant Enter as Proposed**	**Comply? Y or N**	**For more information, request an appointment with City staff:** **Building (805) 385-7925 Fire Dept. (805) 385-7795** **Planning (805) 385-7858**
Administrative Planning Permit	Ministerial			$210.00 fee per ADU plus Building Permit, plan check, and inspection fees. Fees periodically adjusted.
Plan Check period from submitting complete plans	Not to exceed 60 days			60-day statutory permit tolling applies to Oxnard work days when ADU plans are complete and in City possession. ADU may be denied if plan check corrections remain unaddressed at Day 60.
DEVELOPMENT STANDARDS				
Allowed in Zones (includes –PD & –AH additive zones)	R1, R2, R3, R4, C1, C2, DT-C, DT-G, DT-E			Eligibility requires one legal parcel with one or more structures with at least two attached residential units that contains attached or detached accessory structures with non-livable space, or a proposal to construct a multifamily structure requiring a separate permitting process.
Minimum Size	220 sf			Efficiency unit. Same meaning as Health & Safety Code (HSC) 17958.1, which requires a living area of 150 sf + other area of 70 sf for 2 persons.
Maximum Size	1,200 sf			ADU(s) within multifamily structures are not eligible to use the entrance addition of an additional 150 sf.
Front yard setback	Existing			Existing driveway paved area may be used for required ADU parking.
Side yard setback	4 ft.			Subject to public safety review that may require larger setback.
Rear yard setback	4 ft.			
Maximum height	By Zone			Oxnard City Code Section 16-303 allows limited exceptions.
Separate exterior entrance required	Yes			ADU addressing likely to be "Unit No. X" to existing Primary Unit address, subject to USPS final determination.
Comply with other Codes	Yes			ADU's must comply with applicable Building, Energy, and other applicable Codes.
REQUIREMENTS				
Solar Panels required	Yes on detached ADU(s)			Refer to: https://ww2.energy.ca.gov/title24/2019standards/documents/Title24_2019_Standards_detailed_faq.pdf
Kitchen Type	Full			Includes sink, minimum 5 cubic foot refrigerator, range or cooktop
Bathroom	Full			Includes sink, toilet, and bathing facility.
PARKING				
Existing Multifamily Units	City Code			Multifamily parking as required by City Code or approving permit. Replacement garage, carport, or covered parking not required for garage(s) converted to ADU(s) .Replacement parking is encouraged.
ADU	1 off-street space per ADU			ADU parking not required if: 1) 1/2 mile walking distance of OTC or bus stops, 2) within historic district, 3) parking permits required but not offered to ADU, 4) car-share within 1 block. **Applicant to provide evidence to claim ADU parking exemption.** ADU parking space may be tandem, uncovered, and/or located in a side yard setback.
FIRE SPRINKLERS, UTILITY METERS & IMPACT FEES				
Fire sprinklers	If required for Multifamily unit			ADU fire sprinklers required if required for the multifamily structure: Oxnard Fire Code requires full sprinklers on all structure(s) at 1,000 sf cumulative additions and alterations since Dec. 27, 2007 (OCC §14-26).
Water/sewer meter	To be determined			Yes if converted structure requires new connections. Check all lines for capacity, upgrade may be required.
Impact Fees	Yes, if ADU is 750 sf or more.			No fees if ADU is less than 750 sf. Proportional if over 750 sf is size: A) calculate full impact fees based on total ADU size, B) divide ADU size greater than 750 sf into total ADU size, C) multiply A X B for fee.

	THE FOLLOWING CONDITIONS APPLY TO MULTIFAMILY (MF) ADU's
1	MF ADU not allowed in the Oxnard Coastal Zone (between Victoria Avenue and Pacific Ocean)
2	MF ADU projects are exempt from California Environmental Quality Act (CEQA, Class 3, Guidelines §15303)
3	MF ADU Standard Planning Zoning Clearance documents and conditions are to be incorporated into the Building Permit plans.
4	MF ADU within Henry T Oxnard District or a listed structure requires compatibility review and standards apply.
5	Minimum lot size, open space, patio/balcony minimum size and dimensions, density, floor area ratio, and/or interior yard space standards are not applied to the MF ADU. (SB 881)
6	Architectural compatibility with existing and/or proposed structure required (OCC § 16-23, primarily materials, roof-pitch, color).
7	MF ADU may not be rented for less than 30 days (i.e. Short Term Rental) (OCC 16-663.4(H)).
8	There is no owner-occupied requirement for either the Primary or MF ADU until Jan 1, 2025 (SB 13).
9	Homeowner Association Conditions, Covenants, and Restrictions (CCR) may not prohibit MF ADU (AB 670).
10	MF ADU may not be parceled into separate property, except as specified in AB 587.
11	ADU porches, patios, exterior stairs, and balconies subject to OCC 16-305 to 16-307..
12	MF ADU may be denied if: 1) non-compliance with applicable codes, 2) creates a life-safety hazard, 3) has negative impact on historic district or listed structure, or 4) is within Non-ADU district (if adopted by the City).
	Version 4/12/2020 CW

Accessory Dwelling Units (ADU)
TYPE 7: MULTI-TYPE ADU PROJECT COMBINING ADU TYPES

Permitting and Development Standards
Effective Date: January 1, 2020

Planning Division | 214 South C Street | 805 385-7858 | oxnard.org/planning

Purpose and Intent: Development of two ADUs to one legal parcel with one existing legal Primary Unit.	
STEP 1	Define the two or more ADU Types being utilized as part of the project. Note: a Type 5 JR ADU is a separate project which may be concurrently submitted.
STEP 2	Calculate the floor areas for each ADU Type as a component of the entire ADU project.
STEP 3	Utilize the ADU TYPE Development Standards of the TYPE component that has the largest floor area.
STEP 4	Schedule an appointment with Planning Division staff to review the ADU Type Development Standards charts.

City of Oxnard
Accessory Dwelling Units

FINAL
April 12, 2020

ITEM #K-2

TYPE OF ADU/JR ADU

		Allowed Zones	ADU Use Permit Path (provided all standards met, DDR if standards not met)	Permit Processing tolled when accepted by City	Planning Permit Fees	Minimum ADU Size (150 SF living area + 70 SF other for 2 persons per HSC)	Maximum ADU Size (SF)	Minimum JR ADU Size	Maximum Jr ADU Size (SF)	Entrance expansion above maximum size not to exceed SF within ADU setbacks	Frontyard Setback (Feet)	Sideyard Setbacks (Feet)	Rearyard setback (Feet)	Maximum Height (Feet)	Solar Panel Required	Full Kitchen or Kitchenette (see note #14)	Full Bathroom or Accessto Primary Unit	Primary Unit Parking	ADU Parking (applies to all ADU's) (see Note #9 for exemptions)	Sewer-Water Connection (Adding ADU may require capacity upgrade)	Impact Fees Exemption or Proportional (See Note No. 26)
1	**New detached ADU-only structure with or without garage**	R1, R2, R3, R4, C1, C2, DT-E	Ministerial	60 days	$210	220	1200	-	-	-	Set by zoning	NLT 4	NLT 4	Set by zoning	Y	Full	Full	No change	recommended	Y	None under 750 SF, proportional over 750 SF
2A	**Conversion of detached Accessory Structure to ADU**	R1, R2, R3, R4, C1, C2, DT-E	Ministerial	60 days	$210	220	1200	-	-	Y	Set by zoning	NLT 4	NLT 4	Existing height	N	Full	Full	No replacement garage	recommended	Yes - if not existing	None under 750 SF, proportional over 750 SF
2B	**Conversion of Primary Unit's attached Garage to ADU**	R1, R2, R3, R4, C1, C2, DT-E	Ministerial	60 days	$210	220	Size of garage	-	-	Y	Set by zoning	NLT 4	NLT 4	Existing height	N	Full	Full	No replacement garage	recommended	N	None under 750 SF, proportional over 750 SF
2C	**Conversion of existing Non-Residential Structure to Primary Dwelling Unit with ADU**	R1, R2, R3, R4, C1, C2, DT-E	ADU use is allowed	60-day toll does not apply	As required by OCC	220	Detached ADU up to 1,200 SF. If ADU is part of the Primary Unit, ADU shall not exceed 50% of Primary Unit; however, in no instance shall the maximum size be less than 850 SF for one-bedroom or 1,000 SF for two or more bedrooms		-	-	Set by zoning	Primary Unit setbacks set by Zone or permit, ADU minimum is 4 ft for entrance expansion.		Existing height or as allowed by permit	N	Full	Full	Primary Unit parking as required by City Code or approving permit.	1	Yes - if not existing connection or undersized	Primary Unit all fees. For ADU: none under 750 SF, proportional over 750 SF
3	**ADU attached to Primary Unit**	R1, R2, R3, R4, C1, C2, DT-E	Ministerial	60 days	$210	220	Not exceed 50% of the Primary Unit; however, in no instance shall the maximum size be less than 850 SF for one-bedroom or 1,000 SF for two or more bedrooms.	-	-	-	Set by zoning	NLT 4	NLT 4	Set by zoning	N	Full	Full	Primary Unit parking as required by City Code or approving permit.	recommended	N	None under 750, proportional over 750
4	**ADU fully within existing Primary Unit**	R1, R2, R3, R4, C1, C2, DT-E	Ministerial	60 days	$210	220	Remaining Primary Unit area and ADU must both meet minimum HSC requirements. No limit on ADU conversion area within Primary Unit. Up to 150 SF addition allowed for egress/ingress within ADU buildable area.	-	-	Y	Set by zoning	NLT 4	NLT 4	Set by zoning	N	Full	Full	No change	recommended	N	None under 750, proportional over 750
5	**Junior (JR) ADU within Primary Dwelling Unit**	R1, R2, R3, R4, C1, C2, DT-E	Ministerial	60 days	$210	-	-	70	500	Y	Set by zoning	NLT 4	NLT 4	Set by zoning	N	Kitchenette	Full or Access to Primary Unit	No change	recommended	N	N
6	**Conversion of Multi-Family Structure Areas not used as Livable Space** (storage, passageways, attics, garages): at least 1 ADU, not more than 2 detached ADU's, total ADUs not to exceed 25% of total multifamily units.	R1, R2, R3, R4, C1, C2, DT-C, DT-G, DT-E	Ministerial	60 days	$210	220	1200 (per ADU)			N	Set by zoning	NLT 4	NLT 4	Set by zoning	Yes on detached new construction ADU	Full	Full	Multifamily parking as required by City Code or approving permit. Replacement garage, carport, or covered parking not required for garage(s) converted to ADU(s)	1 per ADU	No - if not detached Yes - if detached	None under 750 SF, proportional over 750 SF
7	**Mixed ADU Types 1 to 4**	STEP 1	Define the two or more ADU Types being utilized as part of the project. Note: a Type 5 JR ADU is a separate project which may be concurrently submitted.																		
		STEP 2	Calculate the floor areas for each ADU Type as a component of the entire ADU project.																		
		STEP 3	Utilize the ADU TYPE Development Standards of the TYPE component that has the largest floor area.																		
		STEP 4	Schedule an appointment with Planning Division staff to review the ADU Type Development Standards charts.																		

APPLIES TO ALL ADU AND/OR JR ADU PROJECTS

1	ADU and/or JR ADU not allowed in the Oxnard Coastal Zone (between Victoria Avenue and Pacific Ocean)
2	ADU and JR ADU projects are exempt from California Environmental Quality Act (CEQA, Class 3, Guidelines §15303)
3	ADU and JR ADU standard conditions of approval are to be incorporated into the Building Permit plans.
4	ADU and/or JR ADU within Henry T Oxnard District or a listed historical structure requires compatibility review, and additional standards apply.
5	Minimum lot size, open space, patio/balcony minimum size and dimensions, density, floor area ratio, and/or interior yard space standards do not applied to the ADU. (SB 881)
6	Architectural compatibility with existing and/or proposed structure required (OCC § 16-23, primarily materials, roof-pitch, color).
7	ADU or JR ADU may not be rented for less than 30 days (i.e. Short Term Rental not allowed) (OCC 16-663.4(H)).
8	There is no owner-occupied requirement for either the Primary residential dwelling, JR ADU, or ADU until Jan 1, 2025 (SB 13).
9	Homeowner Association Conditions, Covenants, and Restrictions (CCR) may not unreasonably prohibit ADU or JR ADU (AB 670).
10	ADU of JR ADU may not be parceled into separate property, except as specified in AB 587.
11	ADU parking space may be tandem, uncovered, and/or located in a side yard setback.
12	ADU or JR ADU may be denied if: 1) non-compliance with applicable codes, 2) creates a life-safety hazard, 3) has negative impact on historic district or listed structure, or 4) is within Non-ADU district (if adopted by the City).
13	ADU porches, patios, exterior stairs, and balconies subject to OCC 16-305 to 16-307.

Attachment B

CEQA Notice of Exemption

OXNARD PLANNING DIVISION
214 SOUTH C STREET
OXNARD, CALIFORNIA 93030

OXNARD
CALIFORNIA

NOTICE OF EXEMPTION

Project Description: **Project Name: Updates to Oxnard City Code Chapters 11 and 16:** PLANNING AND ZONING PERMIT NOs. 20-580-01, 20-580-03, and 20-580-04 (Zone Text Amendment) - Amendments to: Chapter 16 to create consistency with Accessory Dwelling Units State law; Chapter 16 (Division 10, Downtown Zones and Division 11, Industrial Zones) to correct typographical errors and to incorporate certain cannabis activities into the zone use tables; and Chapter 11 related to Cannabis uses.

Finding: The Planning Division of the Community Development 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 PRC Sec. 21080.17
☐ 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 Public Resources Code (PRC) (Sections 21000 et seq.) and the California Environmental Quality Act (CEQA) Guidelines (Sections 15000 et seq.), Planning staff has determined that the proposed zoning text amendments are exempt from the CEQA pursuant to Sections 15601(b)(3) and exempt under PRC Sec. 21080.17. The proposed amendments are regulatory and format related. The amendments would not permit new activities or development intensity over what is allowed by current regulations and/or are proposed to create consistency with State statutes. Therefore, the City Council has determined that there is no substantial evidence that the project will have a significant effect on the environment.

July XX, 2020

Scott Kolwitz
Planning and Environmental Services Manager

Zone Text Amendment Updates to Chapter 11 and 16 Accessory Dwelling Units, Cannabis, and Industrial Code PZ Nos. 20-580-01, 20-580-03, and 20-580-04

Jeffrey Lambert, Community Development Director
Community Development Department
Kathleen Mallory, Planning & Sustainability Manager
Scott Kolwitz, Planning & Environmental Services Manager
Isidro Figueroa, Principal Planner

City Council
July 21, 2020

CITY OF OXNARD CALIFORNIA

Project Request

Accessory Dwelling Unit (ADU) Update (PZ 20-580-03)

A. Amend Oxnard City Code (OCC) Chapter 16 to reflect recent State ADU legislation:
   i. Article II- 'Definitions'
   ii. Article III, Division 10- 'Downtown Zones'
   iii. Article V, Division 13- 'Accessory Dwelling Units'

Industrial Code & Cannabis Uses "Clean-up" (PZ 20-580-01 & PZ 20-580-04)

B. Amend OCC Chapter 16 and Chapter 11 to reflect recent adoption of commercial cannabis activities & typographical edits:
   i. Chapter 16, Article III, Division 10- 'Downtown Zones'
   ii. Chapter 16, Article III, Division 11- 'Industrial Zones'
   iii. Chapter 11, Article XVII- Commercial Cannabis Activity

Actions are Exempt from CEQA.

Background

- Over the past three years, the City Council has:
  - ➢ Replaced Chapter 16, Division 13, 'Second Unit' use with the Accessory Dwelling Unit (ADU) section in response to 2017 State Legislation (May, 2019).
  - ➢ Created Chapter 11, Article XVII for regulation of cannabis manufacturing, testing, distribution, and retail uses (June, 2018, December, 2019).
  - ➢ Replaced Chapter 16, Division 10, 'Central Business District' zone code with the form-based "Downtown Code" (July, 2019).
  - ➢ Comprehensively replaced Chapter 16, Division 11, 'Industrial Zones' (April, 2019).

Objectives

- Major changes to the OCC were developed and/or adopted in overlapping time frames in past two years:
  - ➢ Unintentional and incorrect internal cross-referencing;
  - ➢ Inconsistencies with more recent Ordinances; and
  - ➢ Recently adopted State laws.
- OCC "Clean up" Amendments will:
  - ➢ Create consistency with 2019 State legislation;
  - ➢ Incorporate recently adopted land uses and regulations pertaining to Commercial Cannabis Activities into Downtown Code and Industrial Code use tables; and
  - ➢ Correct cross-referencing and typographical errors.

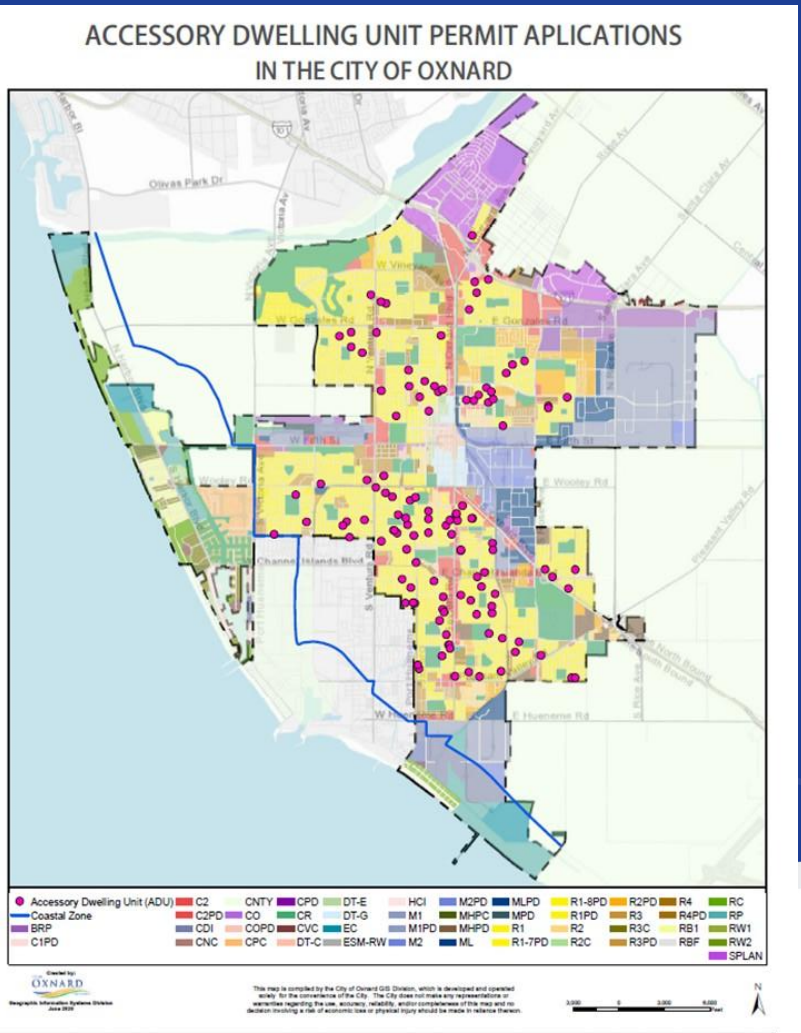
Accessory Dwelling Units "Alignment"

CITY OF OXNARD CALIFORNIA

5

Background - ADUs

- "Second Units" allowed by Special Use Permit prior to 2017.
- State creates "Accessory Dwelling Units" as a by-right use for properties with a single "Primary Dwelling Unit" in late 2017.
- City amends OCC and adopts 'new' ADU Section 16-465.
- State adopts additional ADU legislation in 2019 and creates Junior ADU, reduces parking, includes multifamily structures, sets 60-day permitting clock, and removes ownership requirement.
- Working with ADU community and permitting experience, staff proposes expanded ADU Section 16-465 to streamline permitting and be consistent with State legislation.



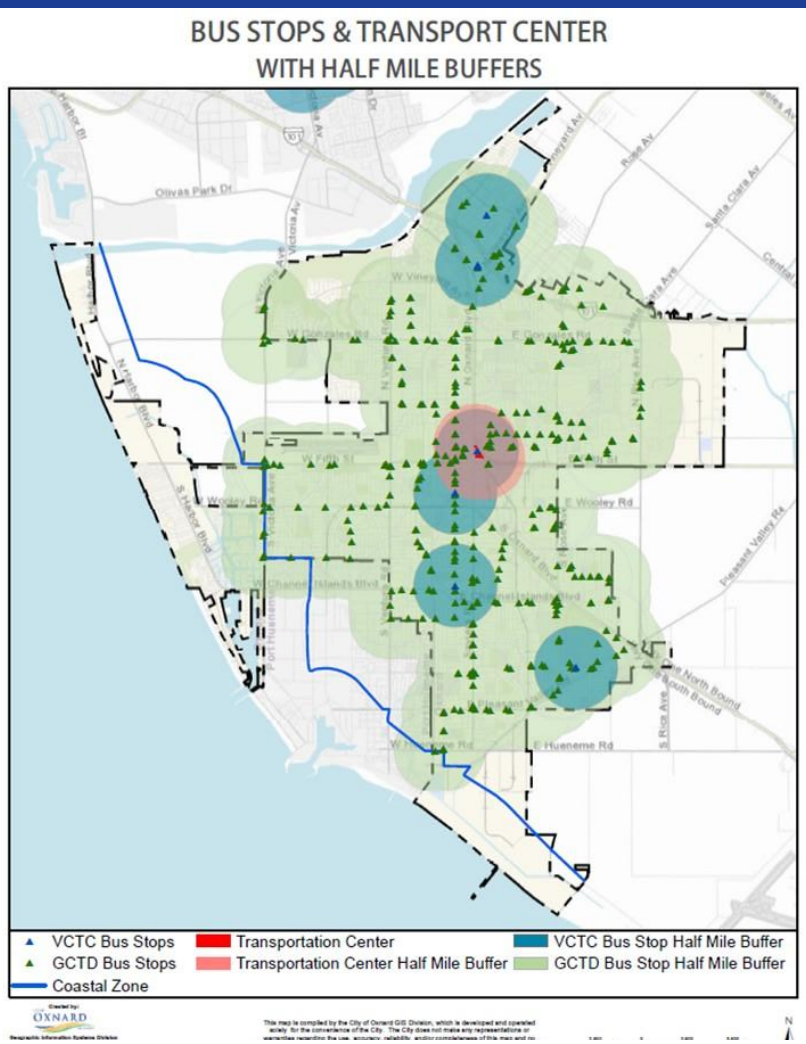
ADU Permit Activity: 2018-2020

CITY OF OXNARD CALIFORNIA

Background - ADUs

<u>2019 State legislative package (SB13, AB68, and AB881) included:</u>

1. Creating “Junior ADU” as a ministerial use,
2. Allowing ADUs and Jr ADUs to be built concurrently with a new single-family dwelling,
3. Allowing ADU’s in all zoning districts that allow single-family housing and within non-habitable areas of multifamily structures,
4. Further reduced parking requirements,
5. Removing owner-occupancy requirement for the next five years,
6. Reducing side and rear yard setbacks from five to four feet unless a larger setback is needed for safety access,
7. Prohibiting application of open space and yard requirements,
8. Modifying fees for municipal utilities and special districts, limited exemptions or reductions in impact fees.
9. Prohibiting ADUs being used as Short Term Vacation Rentals



Transit-Service Areas Exempt from ADU Parking

½ mile around:

- Gold Coast Transit stops
- VCTC commuter bus stops
- Oxnard Transit Center
- Metrolink Station

CITY OF OXNARD CALIFORNIA

ADUs

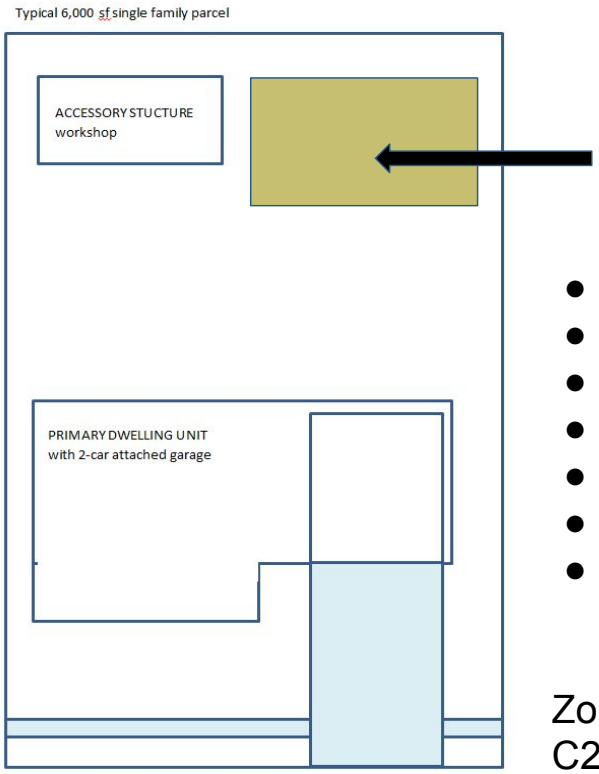
Basically, three ways to create an ADU:

1. **Converted** garage and/or rooms within the Primary Dwelling Unit or an accessory structure (workshop, detached garage).
2. **Attached** ADU to an existing structure.
3. **Detached** ADU, usually in rear of parcel.

In reviewing over 160 ADU applications, staff finds many ADU's are a combination of methods, leading to defining nine 'ADU Types' included as Attachment A to the staff report.

Each ADU Type is described on following slides.

ADUs



TYPE 1

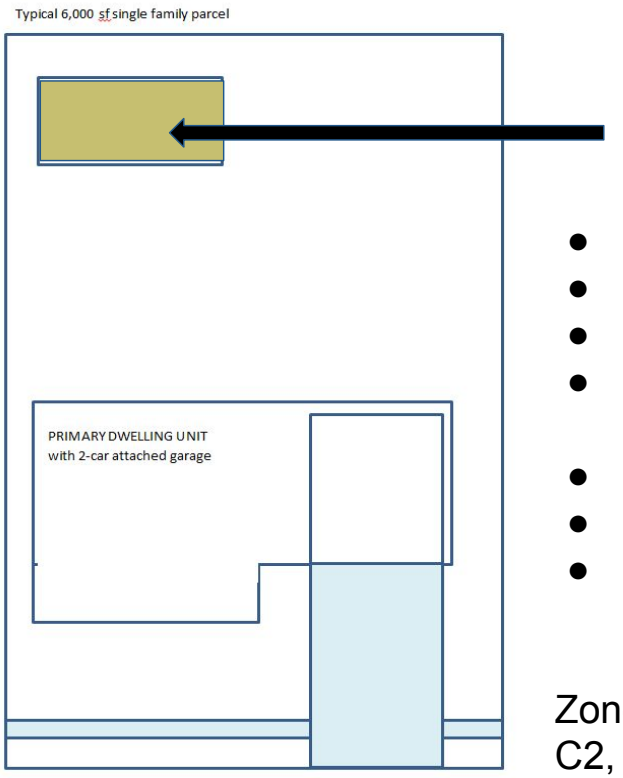
New detached ADU-only structure with or without garage

- requires full kitchen & bath
- 1,200 sf maximum size
- allows 4 ft rear/side setbacks
- full impact fees if > 740 sf.
- sprinklers only if in Primary
- may add a porch
- parking probably not required

Zones: R-1, R-2, R-3, R-4, C1, C2, DT-E (not in Coastal Zone)

New Detached ADU in Rear Yard

ADUs



TYPE 2A

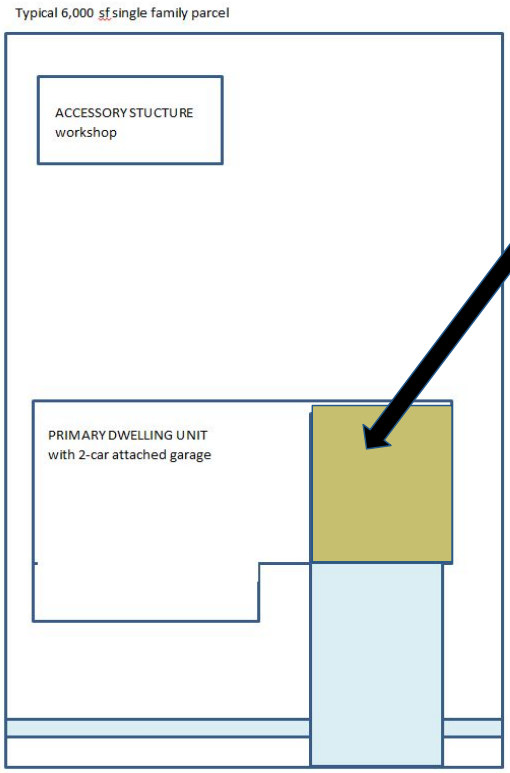
Conversion of Detached Accessory Structure

- requires full kitchen & bath
- 1,200 sf maximum size
- allows 4 ft rear/side setbacks
- no/reduced utility fees if structure already connected
- sprinklers only if in Primary
- may add a porch
- parking probably not required

Zones: R-1, R-2, R-3, R-4, C1, C2, DT-E (not in Coastal Zone)

Detached Accessory Structure Conversion to ADU

ADUs



TYPE 2B

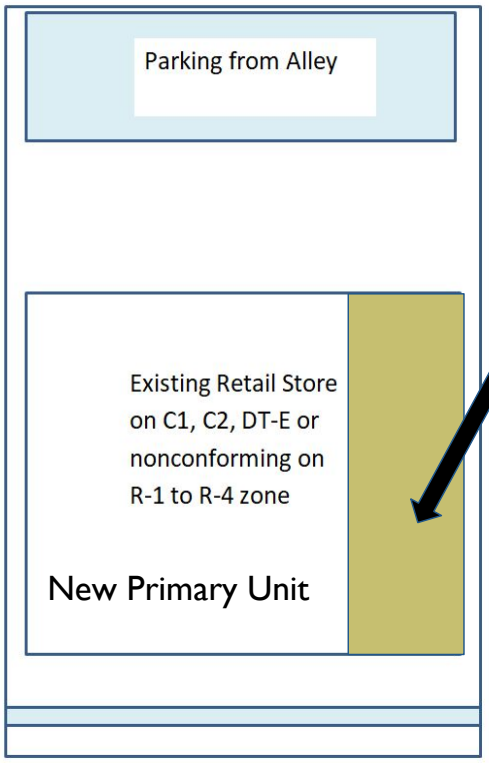
Conversion of Primary Unit's Garage to ADU

- requires full kitchen & bath
- @ 400 sf maximum size
- no utility fees
- sprinklers only if in Primary
- may add a porch
- parking probably not required for the ADU.
- replacement garage not required.

Zones: R-1, R-2, R-3, R-4, C1, C2, DT-E (not in Coastal Zone)

Attached Garage Conversion to ADU

ADUs



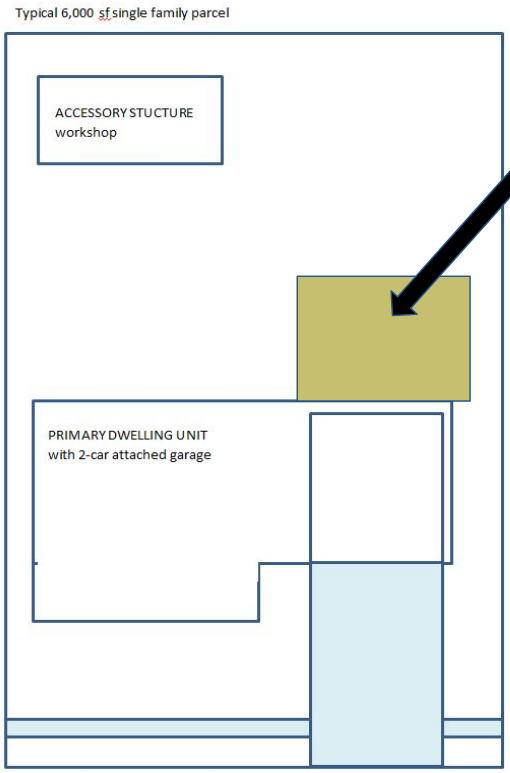
TYPE 2C

Conversion of Existing Non-Residential Structure to Primary Dwelling Unit with ADU

- Primary Unit subject to usual regulations and planning permit
- If Primary Unit permit approved, must also allow ADU by right
- ADU not to exceed 50% of Primary Unit size
- Full parking may be required
- Building codes apply related to changing use

Zones: R-1, R-2, R-3, R-4, C1, C2, DT-E (not in Coastal Zone)

ADUs



TYPE 3

ADU Attached to Primary Unit

- requires full kitchen & bath
- sprinklers only if in Primary
- may add a porch
- parking probably not required for the ADU
- Architectural compatibility required
- ADU not to exceed 50% of Primary Unit size
- Setback may be at 4 feet

Zones: R-1, R-2, R-3, R-4, C1, C2, DT-E (not in Coastal Zone)

Attached ADU in Rear Yard

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Attached ADU to front of Single Family Dwelling

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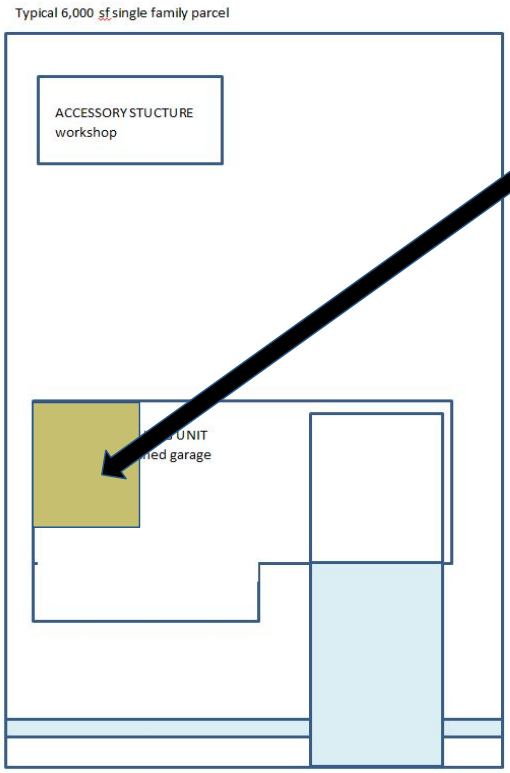
ADUs



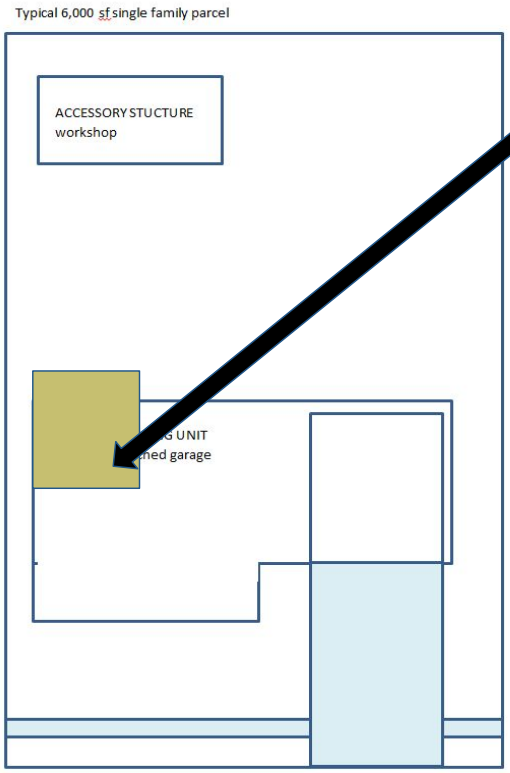
TYPE 4

ADU Fully Within Existing Primary Unit

- requires full kitchen & bath
- sprinklers only if in Primary
- may add a porch
- parking probably not required for the ADU
- Architectural compatibility required
- ADU not to exceed 50% of Primary Unit size

Zones: R-1, R-2, R-3, R-4, C1, C2, DT-E (not in Coastal Zone)

ADUs



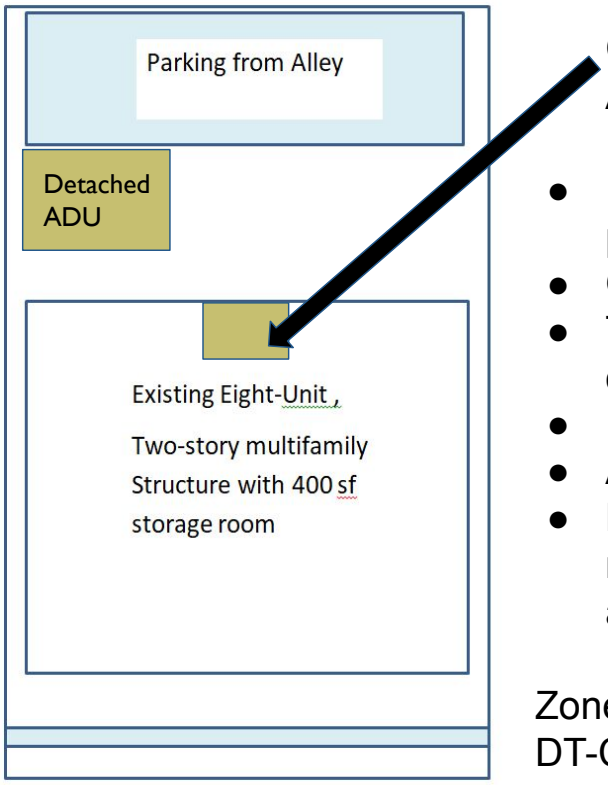
TYPE 5

Junior ADU Within Existing Primary Unit

- requires only kitchenette
- usually a converted bedroom
- may share bathroom with Primary
- small addition allowed to create separate entrance, architectural compatibility required
- parking not required
- not to exceed 500 sf.
- Separate permit from ADU
- Allowed in addition to ADU

Zones: R-1, R-2, R-3, R-4, C1, C2, DT-E (not in Coastal Zone at this time)

ADUs



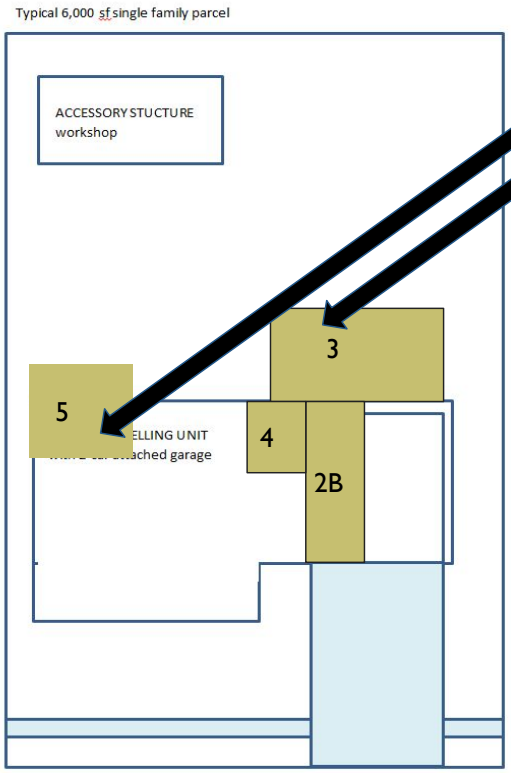
TYPE 6

Conversion of Multifamily Structure Areas Not Use as Livable Space

- If parking space is used, tenant parking must be replaced on site
- One or two detached ADU's allowed
- Total of all ADU's not to exceed 25% of existing units
- Includes DT-G and DT-C zones
- ADU parking probably not required
- Multifamily open space and yard requirement standards may not be applied for detached ADU

Zones: R-1, R-2, R-3, R-4, C1, C2, DT-E, DT-C, DT-G (not in Coastal Zone)

ADUs



TYPE 7

Multi-Type ADU Project Combining ADU Types

- ADU and Jr. ADU (2 permits)
- Example combines conversion of Primary Unit garage (Type 2B), conversion of room within Primary Unit (Type 4), Attachment (Type 3), and Jr.ADU (Type 5)
- For ADU permit, process under Type that is the largest proportion of total square feet of the ADU
- Jr. ADU is separate permit
- May be processed concurrently

ADUs

Proposed format developed with assistance of ADU architects.

ADU Worksheets (Attachment A) are submitted with building permit for review by Planning staff as part of Zoning Clearance.

If an ADU project does not fully comply, applicant may request a DDR permit, not subject to 60-day permitting clock.

ADUs

- Nearly all ADU's are likely to be in affordable price range.
- ADU's and Jr. ADU's expected to provide about 25% of the Regional Housing Needs Assessment (RHNA) allocation in the upcoming 2021-2029 Housing Element, or about 2,000 units.
- State requirements in effect since January 1, 2020.

ADUs

Annual ADU Statistics				
Year	Applications Received	Entitlements Granted	Building Permits Issued	Final Inspection/ CO
2013	0	0	0	0
2014	1	0	0	0
2015	0	1	0	0
2016	0	0	0	0
2017	17	2	0	0
2018	44	25	4	1
2019	50	55	13	9
2020*	63	41	6	3
Total	**175**	**124**	**23**	**13**

*Data as of July 7, 2020

ADUs

2020 ADU Applications Received:

- Type 1 (detached): **12**
- Type 2A (detached garage conv.): **12**
- Type 2B (attached garage conv.): **16**
- Type 2C (conv exist non-res.): **1**
- Type 3 (ADU attached): **18**
- Type 4 (Existing living conv.): **2**
- Type 5 (JR ADU): **1**
- Type 6 (Multi-Family ADU): **1**
- Type 7 (Mixed ADU): **0**

ADU's

- **ATTACHMENT A ORDINANCE**
  - Section 16-10 Definitions
    - Updates ADU
    - Adds Jr. ADU
    - Adds Primary Dwelling Unit
- Complete replacement of ADU Sections 16-465 to 16-469.6.
- Adds "ADU Multifamily only" as Permitted in DT-G/C zones.
- Adds the 9 Types with "Purpose and Intent"
- Modifies standards and zoning consistent with State legislation.
- Incorporates 60-day permit 'clock' into permitting process.

Cannabis and "Clean up"

Cannabis “Clean up”

Amendment to OCC Chapter 11 (all cannabis related regulations):

- Section 11-454(GGG) - The sentence “Retail sales of cannabis and cannabis products are not allowed within the City of Oxnard.” removed from the “Retailer” definition
- Section 11-468(D)(1)(b) - An unnecessary reference was removed to simplify code
- Section 11-473(B) - Insert “Downtown-Core” and “Downtown-General” into list of zones allowing retail cannabis use.

Cannabis “Clean up”

Amendment to OCC Chapter 11 (all cannabis related regulations), contin:

- Section 16-148 “Downtown Code” - Adds “Cannabis Retail” to use table within DT-C and DT-G zones with approval of SUP and Chapter 11 special cannabis regulations (modifications reflected in updated Downtown Code use table)

Cannabis "Clean Up" in Industrial Zones

ITEM #K-2

- "Commercial Cannabis Activities" allowed under Ordinance Nos. 2960, 2965 and 2972 (except C-M Zone) are the following:
  - ➢ Testing, Manufacturing, Distribution
    - All via Development Design Permit (DDR)
  - ➢ Retail (BRP Zone Only)
    - Special Use Permit

Section 16-XXXX
Industrial USES BY ZONE

Sec. 16-XXX. Industrial Land Use Matrix
The uses of land allowed by this zoning ordinance in the industrial zoning districts are identified in the following table as being:

	=	Not Allowed
P	=	Permitted Use (Requires a zone clearance)
SUP	=	Special Use Permit
DDR	=	Development Design Review Permit

Land Use	ZONE DISTRICT					
	CM	BRP	M-L	M-1	M-2	Refer to Standards in Section
Administrative, executive, and/or corporate offices which are a part of a predominantly industrial operation, including governmental offices and facilities	P	P	P	P	P	Sec.
Administrative, financial, professional, medical, and general office services	P	P	SUP			
Adult businesses, except adult motels		P	P	P ~~SUP~~	P ~~SUP~~	See Section 16-336
Adult day care facilities	P	P				
Adult motels	P					
Advertising structures other than those permitted in Article IX of this chapter					SUP	
Agricultural and construction vehicle sales with incidental repair and service	P SUP		P	P		

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Misc. Code Corrections

"Clean up" corrections to various sections consist of minor typographical corrections within the Industrial Code portion of Chapter 16.

Section 16-XXXX INDUSTRIAL ZONES- DEVELOPMENT STANDARDS
The following table sets forth Development Standards for all of the industrial zone districts in the City of Oxnard. All permitted, and conditionally permitted uses shall be consistent with the purpose and intent of the respective zone.

STANDARD	ZONE DISTRICT				
	CM	BRP	ML	M-1	M-2
Min Lot Size	10000 SF	20000 SF	15000 SF	15000 SF	None
Min Lot Width					
Interior Lots	50 feet	100 feet	100 feet	100 feet	None
Corner Lots	75 feet	150 feet	150 feet	150 feet	None
Max Building Height	35 feet*	35 feet*	35 feet*	55 feet*	Shall not exceed a height at the street line of eight stories or 100 feet
Front yard Setback	None	30 Feet; 40 feet when adjacent to designated thoroughfare	20 feet; 30 feet when adjacent to designated thoroughfare	10 feet; 30 feet when adjacent to designated thoroughfare	10 feet; 30 feet when adjacent to designated thoroughfare
Side yard Setback	None if adjacent to Residential zone; 10 feet	Equal to height of building or approved by SUP	Equal to height of building or approved by SUP	None	None
Rear yard Setback	20% of depth of lot need not exceed 20 feet	20 feet	Equal to height of building	Equal to height of building	None
Street Side yard Setback	10 feet	Half of height of building	Same as require for front yard	Same as front yard	Same as front yard
Setback from Residential Zoned Property	10 feet	100 feet	50 feet	20 feet	None
Max Lot Coverage	40%	40%	50%	70%	None
Max Floor Area Ratio	0.35 to 0.45	0.60	0.45	0.45 0.60 (warehousing)	0.45

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Industrial Zones Code Corrections

- Land Use Matrix
  - ➢ Incorporate previously allowed cannabis activities pursuant to Ordinance Nos. 2960, 2965 and 2972.
- Correct typographical errors:
  - ➢ Terminology to maintain internal consistency
  - ➢ Citations to guide reader to appropriate sections
  - ➢ Format and sequential order to maintain internal consistency
- Cannabis Permits
  - ➢ Amend title to reflect multiple permits required
  - ➢ Clarify required permits
  - ➢ Correct typographical errors

Recommendation

That the City Council:

1. Conduct a public hearing;
2. Determine the zoning text amendments are exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) and exempt under Public Resources Code Section 21080.17; and
3. Introduce Ordinances (by title only, waiving further reading) approving the following Ordinance Amendments to Oxnard City Code (OCC) Chapter 11 (Permits) and Chapter 16 (Zoning Code): (a) Chapter 16 to create consistency with State Accessory Dwelling Unit (ADU) legislation (Planning and Zoning Permit No. 20-580-03: Accessory Dwelling Units); and (b) Chapter 11 related to Cannabis uses and Chapter 16 use tables and various typographical corrections (Planning and Zoning Permit Nos. 20-580-01: Industrial Code; 20-580-04: Cannabis).

CITY OF
OXNARD
CALIFORNIA

Discussion

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. L.1

DATE: July 21, 2020

TO: City Council

FROM: Stephen Fischer, City Attorney, (805) 385-7483, stephen.fischer@oxnard.org

SUBJECT: Authorization for one member of the City Council to sign the ballot argument for the City measure entitled the "City of Oxnard 911 Safety, Medical Response, Financial Recovery and Accountability Measure," and determination of whether the City Council or authorized member(s) of the City Council will sign ballot argument(s) against one or more measures that will be on the November 3, 2020 ballot. (10/10/10)

RECOMMENDATION

That the City Council:
1. Authorize one member of the City Council to sign the ballot argument for the City measure entitled "City of Oxnard 911 Safety, Medical Response, Financial Recovery and Accountability Measure;"
2. Determine if the Council wishes for all of the members of the City Council to sign the argument against the ballot measure and/or the rebuttal argument or if the City Council wishes to authorize one or more members of the City Council to file a written argument against the ballot measure entitled, "Expedited Processing of Certain City-Issued Development Permits If Projects Meet Specific Requirements and Project Applications Are Filed By Specified Professionals Who Have Received Required Training Pursuant to the New Program; Program Includes Audits of Approved Permits and Appeals of Certain Denied Permits and Adverse Certification Actions of the Specified Professionals to Newly Created Appeals Board and to the City Council;" and
3. If one or more of the four ballot measures currently the subject of litigation in the Ventura County Superior Court are ordered to be placed on the November 3, 2020 ballot, determine if it wishes to authorize the City Council as a whole or one or more authorized members of the City Council to file a written argument against the ballot measure(s), if any, that are ordered to be placed on the ballot.

BACKGROUND

On April 18, 2019, the City Clerk received notices of intention to circulate five initiative petitions from the proponent. The proponent submitted signatures to the City Clerk's office on October 28, 2019, in an effort to qualify the initiatives for the ballot.

On December 17, 2019, the City Clerk certified that four of the five initiatives had enough valid signatures to qualify for the ballot. At that same meeting, the City Council directed that a report be prepared pursuant to Elections Code 9212 to address the impacts or effects of the initiatives on the City.

At its January 15, 2020 meeting, Russ Branson of Russ Branson Consulting presented 9212 reports on three of the four initiatives, while Community Development Director Jeff Lambert provided a 9212 report on one of the initiatives.

After the City Council heard the reports, the City Council voted to initiate litigation against the measures entitled:

1. "Expansion of Duties of Elected City Treasurer By Appointing the City Treasurer as Director of Finance and Giving the City Treasurer Additional Duties Pursuant to that New Role: Authority Over City's Finance Department; Selection and Oversight of Internal Auditor; Establishment, Preparation and Submittal of Monthly Financial Reports; Establishment, Preparation and Submittal of Monthly Performance Measurements for City Departments; and Preparation and Submittal of Annual City Budget";

2. "New Requirements Regarding the Way in Which City Council Meetings, Council Committees and Other City Legislative Bodies Are Run"; and

3. "Early Termination of Measure O Sales Tax If Specific Pavement Standards for City Streets and Alleys Are Not Met; Extension of Measure O Sales Tax For Additional Five Year Periods If Specific Pavement Standards Are Met".

The City subsequently filed litigation to challenge the validity of the three measures in the Ventura County Superior Court.

As to the fourth measure, the City Council voted on January 15, 2020 to place this measure (entitled the "Expedited Processing of Certain City-Issued Development Permits If Projects Meet Specific Requirements and Project Applications Are Filed By Specified Professionals Who Have Received Required Training Pursuant to the New Program; Program Includes Audits of Approved Permits and Appeals of Certain Denied Permits and Adverse Certification Actions of the Specified Professionals to Newly Created Appeals Board and to the City Council") on the November 3, 2020 ballot.

On January 21, 2020, the City Council received official notification that the fifth measure had obtained enough signatures to qualify for the ballot. Later that evening, the City Council adopted the measure titled "Term Limits for the Mayor and Councilmembers, Extension of Mayor's Term from Two Years to Four Years Starting in 2022".

On June 9, 2020, the proponent filed a lawsuit in the Ventura County Superior Court in an effort to force the City to place the measure titled "Term Limits for the Mayor and Councilmembers, Extension of Mayor's Term from Two Years to Four Years Starting in 2022" on the November 3, 2020 ballot – even though the City had already adopted this initiative on January 21, 2020.

On July 7, 2020, the City Council adopted a resolution to place on the November 3, 2020 ballot the City measure entitled the "City of Oxnard 911 Safety, Medical Response, Financial Recovery and Accountability Measure".

DISCUSSION

Under state law, the City Council or one or more authorized members of the City Council may submit an argument against measures that are placed on the ballot by petition. (Elections Code Section 9282 and 9287.)

As of the date this report was prepared (July 9, 2020), only one of the five ballot measures submitted by proponent will be on the November 3, 2020 ballot – the "Expedited Processing of Certain City-Issued Development Permits If Projects Meet Specific Requirements and Project Applications Are Filed By Specified Professionals Who Have Received Required Training Pursuant to the New Program; Program Includes Audits of Approved Permits and Appeals of Certain Denied Permits and Adverse Certification Actions of the Specified Professionals to Newly Created Appeals Board and to the City Council".

Staff recommends that the City Council determine if the Council wishes for all of the members of the City Council to sign the argument against the ballot measure and/or the rebuttal argument or if the City Council wishes to authorize one or more members of the City Council to file a written argument against that ballot measure.

As to the remaining four ballot measures submitted by the proponent, it is unclear (as of July 9, 2020 when this report was prepared) if the court will order one or more of the measures to be placed on the November 3, 2020 ballot. The court is currently scheduled to make a determination on July 13, 2020 whether or not to order that the measure titled

"Term Limits for the Mayor and Councilmembers, Extension of Mayor's Term from Two Years to Four Years Starting in 2022" be placed on the ballot. On July 15, 2020, the court is scheduled to consider whether to order that one or more of the other three measures be placed on the November 3, 2020 ballot. These measures are:

1. "Expansion of Duties of Elected City Treasurer By Appointing the City Treasurer as Director of Finance and Giving the City Treasurer Additional Duties Pursuant to that New Role: Authority Over City's Finance Department; Selection and Oversight of Internal Auditor; Establishment, Preparation and Submittal of Monthly Financial Reports; Establishment, Preparation and Submittal of Monthly Performance Measurements for City Departments; and Preparation and Submittal of Annual City Budget";

2. "New Requirements Regarding the Way in Which City Council Meetings, Council Committees and Other City Legislative Bodies Are Run"; and

3. "Early Termination of Measure O Sales Tax If Specific Pavement Standards for City Streets and Alleys Are Not Met; Extension of Measure O Sales Tax For Additional Five Year Periods If Specific Pavement Standards Are Met"; and

If the courts order that one or more of the above four measures be placed on the November 3, 2020, staff recommends that the City Council determine if it wishes to authorize the City Council as a whole or one or more authorized members of the City Council to file a written argument against the ballot measure(s) (if any) that are ordered to be placed on the ballot.

Finally, staff recommends that the City Council authorize one member of the City Council to sign the ballot argument for the City measure entitled the "City of Oxnard 911 Safety, Medical Response, Financial Recovery and Accountability Measure". This measure will be included on the November 3, 2020 ballot.

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

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Kenneth Rozell, Chief Assistant City Attorney

ATTACHMENTS
None