

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](http://www.oxnard.org).



## **AMENDED AGENDA**

**(Item H-2 added 9/28/20)**

**OXNARD CITY COUNCIL**

**OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY**

**OXNARD FINANCING AUTHORITY**

**OXNARD HOUSING AUTHORITY**

**Council Chambers, 305 West Third Street**

**October 6, 2020**

**Closed Session - 4:30 PM**

**Appointment Item - 5:00 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](http://Oxnard.org/city-meetings), Spectrum channel 10, Frontier channel 35, or YouTube at [Youtube.com/oxnardnews](http://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](mailto: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](http://Oxnard.org/city-meetings), or call the City Clerk's Office at (805) 385-7803, or email your request to [cityclerk@oxnard.org](mailto:cityclerk@oxnard.org).

### **A. ROLL CALL, POSTING OF AGENDA**

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council

### **B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS**

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

### **C. CLOSED SESSION (4:30 PM)**

1. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Government Code Section 54956.9(d)(1))  
Name of case: James Langford v. City of Oxnard  
Workers' Compensation Case No. ADJ11048868  
Legislative Body: City Council

### **D. APPOINTMENT ITEM (5:00 PM)**

1. Public Works Department

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)**

SUBJECT: Resolution to Affirm City Commitment to Seawall Funding. (10/10/5)

RECOMMENDATION: That the City Council adopt a resolution affirming the City of Oxnard's commitment to share the repair/replacement costs associated with the Mandalay Bay seawalls in the amount of 50% of the total repair/replacement costs with the funding mechanism to be determined at a later date. (Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

E. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

F. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating the Month of October 2020 as "Domestic Violence Awareness Month" in the City of Oxnard.
2. SUBJECT: Presentation of a Proclamation Designating the Week of October 4-10, 2020 as "Code Enforcement Officer Appreciation Week."
3. SUBJECT: Presentation of a Proclamation Designating the Week of October 4-10, 2020 as "Fire Prevention Week."

G. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

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

H. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

1. City Manager Department

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



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

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

2. City Manager Department **(NEW ITEM)**

SUBJECT: Public Safety Budgets, State Reporting of City Payroll Data, Response from State Fair Political Practices Commission, and Local Political Campaign Signage Regulations. (10/5/5)

RECOMMENDATION: That the City Council receive a verbal report from the City Manager regarding the City's public safety budgets compared to other cities, the status of City payroll data reported to the California Secretary of State in June 2020, Fair Political Practices Commission's response to complaint of Phillip Molina (COM-09162020-01716), and local political campaign signage regulations.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

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

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

J. REVIEW OF INFORMATION/CONSENT AGENDA

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

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

L. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the September 3, 2020 special meeting, September 15, 2020 regular meeting, and September 22, 2020 special meeting as presented.

Legislative Body: City Council

Contact: Michelle Ascencion, (805) 385-7805

2. Public Works Department

SUBJECT: Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program Recognition and Budget Appropriations.

RECOMMENDATION: That the City Council approve and authorize the City Manager:

1. To recognize FEMA Hazard Mitigation Grant Program funding for the Mandalay Bay Seawall Retrofit Project (FEMA Project #DR-4353-47-41) in the amount of \$176,750.00 with a grant award of \$132,562.50 and an existing appropriation of City match of \$44,187.50 (Project No. 191601) from Waterway Assessment District Fund 12;
2. To recognize FEMA Hazard Mitigation Grant Program funding for the Central Trunk Sanitary Sewer Reconstruction Project (FEMA Project #DR-4707-431-097R) in the amount of \$217,466.00 with a grant award of \$163,100.00 and an existing appropriation of City match of \$54,366.00 (Project No. 206602) from WW Collection Fund 611; and
3. To approve budget appropriations for the FEMA Hazard Mitigation Grant Program to the corresponding projects as needed for these grants.

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

3. Public Works Department

SUBJECT: Notice of Completion for Flashing Pedestrian Beacon Project PW 19-71 in 14 Locations Citywide.

RECOMMENDATION: That the City Council receive an update following a Notice of Completion for the Flashing Pedestrian Beacon Project executed on May 14, 2020.

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

4. Public Works Department

SUBJECT: City of Oxnard Proposed Truck Route Modifications.

RECOMMENDATION: That the City Council adopt a resolution, pursuant to Oxnard City Code Section 8-3, amending the City of Oxnard Truck Route Map and removing the following road segments from the designated truck routes in the City: Oxnard Boulevard from the US 101 Freeway to Gonzales Road, and Vineyard Avenue from the US 101 Freeway to Oxnard Boulevard. (Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

5. Public Works Department

SUBJECT: Letters of Support for Designation of United States Bicycle Route 95 and Clean Mobility Options Grant Application.

RECOMMENDATION: That the City Council approve and authorize the City Manager to:

1. Submit a letter of support for bicycling and non-motorized use by designating United States Bicycle Route 95; and
2. Submit a letter of support for Bike Ventura's Application from California Climate Investments,

Clean Mobility Options, for a Community Transportation Needs Assessment, in the City of Oxnard.

(Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

6. Public Works Department

SUBJECT: Agreement for Citywide Street Sweeping Service.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Agreement A-8230 with Venco Power Sweeping, Inc. in the amount not to exceed \$1,800,000 for a three-year term ending September 30, 2023 for street sweeping services for citywide streets, alleyways, parking lots and 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: Amendment to Agreement for Geotechnical Investigation and Seismic Analysis of Seawalls.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Second Amendment to Agreement 8554-19-PW with TetraTech, Inc. for geotechnical investigation and seismic analysis of seawalls in the amount of \$121,319 for a new not to exceed contract amount of \$296,801 and to extend the term from March 14, 2021 to March 14, 2022. (Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

8. Public Works Department

SUBJECT: Caltrans Landscape Maintenance Agreement and Wagon Wheel Reimbursement Agreement.

RECOMMENDATION: That the City Council authorize the City Manager to execute:

1. Agreement Number A-8238 between the State of California Department of Transportation (Caltrans) and the City of Oxnard (City) for landscape maintenance within the right-of-way of State Highway 101 within the City; and

2. Agreement Number A-8239 between Wagon Wheel Master Property Owners Association (Master Association) and the Wagon Wheel Community Facilities District (CFD) No. 2018-01, an agency formed by the City for Landscape Maintenance funding.

(Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

M. PUBLIC HEARINGS

1. Housing Department

SUBJECT: First Amendment of the 2020 Annual Action Plan CARES Act for Coronavirus Response Grants and Adoption of an addendum to the Citizen Participation Plan. (10/10/10)

RECOMMENDATION: That the City Council:

1. Conduct a public hearing to receive comments from the public relating to the following documents to be submitted to the United States Department of Housing and Urban Development, Office of Community Planning and Development;
  - a. 2020 Annual Action Plan CARES Act Amendment;
  - b. Addendum to the Citizen Participation Plan;
2. Approve the 2020 Annual Action Plan CARES Act Amendment, inclusive of proposed activities that conform with Community Development Block Grant and Emergency Solutions Grant requirements, as well as CARES Act requirements described below;
3. Authorize the City Manager to incorporate any recommended changes resulting from public input to the Annual Action Plan CARES Act Amendment and Addendum to the Citizen Participation Plan as directed by the City Council;
4. Authorize the City Manager to execute the required applications, certifications, and other pertinent documents for the submission of the Annual Action Plan CARES Act Amendment to the United States Department of Housing and Urban Development; and
5. Authorize the City Manager to execute HUD agreements and sign all agreements for the implementation of the Annual Action Plan Substantial Amendment including subrecipients, interdepartmental, and intradepartmental agreements.

Legislative Body: City Council

Contact: Emilio Ramirez, (805) 385-8094

2. Community Development Department

SUBJECT: Zoning Text Amendment to Create Regulations for Short Term Rentals and Acceptance of Three California Coastal Commission Modifications. (10/10/10)

RECOMMENDATION: That the City Council:

1. Acknowledge receipt of the California Coastal Commission's (CCC) Action Letter of Local Coastal Plan (LCP) Amendment No. LCP-4-OXN-20-0008-1 and the Planning Commission's adopted Resolution 2020-15 recommending that the City Council accept three modifications recommended by the CCC;
2. Find the proposed project is Categorical Exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060 (C)(2) and (3) and 15061(b)(3) of the CEQA Guidelines; and
3. Introduce an Ordinance (by title only, waiving further reading) amending Section 17-53 of the Oxnard City Code (OCC) consistent with the CCC's modifications suggested for final certification relating to Vacation Rental Permit Cap, Separation Requirement and Ineligible Dwellings, Structures and Spaces into the City's Short Term Rental regulations for the Coastal Zone; agree to issue Coastal Development Permits for the total area included in the certified LCP, and direct the Planning & Environmental Services Manager to transmit said Ordinance to the Commission Executive Director as requested.

Legislative Body: City Council

Contact: Jeff Pengilley, (805) 385-8208

N. REPORTS

1. Community Development Department

SUBJECT: Preparation of the 2021-2029 Housing Element and Policy Direction. (10/10/10)

RECOMMENDATION: That the City Council:

1. Receive a report on the preparation of the 2021-2029 Housing Element (6th Cycle Housing Element); and
2. Concur with Housing and Economic Development Committee (HEDC) direction and provide further direction on if the City Council supports utilizing up to 1,000 ADUs and Jr. ADUs during the next 2021-2029 Housing Element to achieve compliance with the 2,903 lower income RHNA.

Legislative Body: City Council

Contact: Jeff Pengilley, (805) 385-8208

2. Human Resources Department

SUBJECT: Amendment to City Attorney Employment Agreement. (5/5/5)

RECOMMENDATION: That the City Council adopt a resolution approving and authorizing the Mayor to execute the Second Amendment to the employment agreement between the City and Stephen Fischer (Agreement No. A-7880) to extend the term by two years to April 8, 2023, and update references to the resolution establishing executive and unrepresented employee benefits.

Legislative Body: City Council

Contact: Steve Naveau, (805) 385-7947

3. Human Resources Department

SUBJECT: Amendment to City Manager Employment Agreement. (5/5/5)

RECOMMENDATION: That the City Council adopt a resolution approving and authorizing the Mayor to execute the First Amendment to the employment agreement between the City and Alexander Nguyen (Agreement No. A-8087) to extend the term by three years to July 8, 2024, update references to the resolution establishing executive and unrepresented employee benefits, specify that annual leave shall accrue according to the schedule for Executive Employees, delete the relocation expense provision, and change the severance payment for termination without cause from six months salary to nine months salary.

Legislative Body: City Council

Contact: Steve Naveau, (805) 385-7947

O. ADJOURNMENT



**CITY COUNCIL AGENDA REPORT**  
**APPOINTMENT ITEM (5:00 PM)**  
**AGENDA ITEM NO. D.1**

**DATE:** October 6, 2020

**TO:** City Council

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

**SUBJECT:** Resolution to Affirm City Commitment to Seawall Funding. (10/10/5)

**RECOMMENDATION**

That the City Council adopt a resolution affirming the City of Oxnard's commitment to share the repair/replacement costs associated with the Mandalay Bay seawalls in the amount of 50% of the total repair/replacement costs with the funding mechanism to be determined at a later date. (Public Works and Transportation Committee approved 3-0)

**BACKGROUND**

***Executive Summary:** Between 1968 and 1973, 743 single-family attached and detached homes and 37 City-owned greenbelts were constructed to create the Mandalay Bay community. At the time of construction, seawalls were built to create waterways throughout the newly built homes. Developers built the seawalls according to the building codes in force at that time, which were inferior to today's building codes regarding seismic activity and soil and structure responses. The materials used to construct the seawalls have adversely reacted to the marine environment and began to degrade within 20 years of completion. Over the last 30+ years, hundreds of repairs have been made to the seawalls to maintain their integrity. The City will continue to make repairs to the seawalls to ensure their integrity until such time that a funding mechanism for the costs associated with replacement can be agreed upon.*

*In the "Mandalay Bay Seawalls Capital Improvement Program: Phase C" prepared by TranSystems Corporation (TranSystems), repairs were proposed to be made to the seawalls to extend the lifespan of the existing infrastructure. Repairs included the removal of degraded concrete, repair of weep holes and concrete jacketing of pilasters. Estimates for these repairs were in excess of \$86 million dollars, which may be closer to \$135 million when adjusted for inflation. However, these repairs did not account for seismic activity or the potential for liquefaction in the soil during a large seismic event.*

*In contrast, the April 2020 TetraTech study provided more comprehensive recommendations for seawall replacement. The recommendations offered by TetraTech included installing panels and tie-back walls designed according to the most current California Building Code, which would withstand seismic activity and provide the new system with a 75-year life span. A final geotechnical study is currently underway to confirm that the tieback option will be viable given soil conditions in various locations.*

*An alternate approach would be to perform repairs, similar to the TranSystems recommendations, and monitor the seawalls for signs of movement, at which time that particular section of seawall would be replaced. Currently, there is no imminent danger of failure to the seawalls. This would allow the City to move forward with a phased approach for the replacement work and funding for this project.*

*City staff, NBS Government Finance Group (NBS), NHA Advisors and residents from the Channel Islands Waterfront*

*Homeowners Association have been meeting over the last three years to discuss funding methodologies for the repair and replacement of the seawalls. Additional, more robust public outreach will follow.*

*A simplified comparison of all construction methods analyzed by TetraTech is included as Attachment 1 to this report.*

## **BACKGROUND**

When the homes in Mandalay Bay were constructed, the developer installed reinforced concrete Boise and Zurn style seawalls to create the Oxnard waterways portion of the Channel Islands Harbor. This allowed the developer to create lots and install foundations for residential development. The Boise system consists of restrained precast concrete panels held in place by precast concrete “T” shaped pilasters, which are anchored to a cast-in-place concrete footing. The Zurn wall is a cast-in-place concrete cantilevered retaining wall supported on a continuous cast-in-place concrete footing. The footing is supported by a row of vertical timber piles and a row of battered timber piles. The vertical piles are spaced at 6 feet on center and the battered piles at 12 feet on center. Waterways Zone 1 Mandalay Bay consists of 7.8 miles of seawalls; 3.4 miles of Boise walls, and 4.4 miles of Zurn walls.

On May 26, 1970, by Resolution No. 5,121, the City declared its intention to form an assessment district for the maintenance of waterways and landscaping for Tract 1904 and 2026-1. On June 16, 1970, by Resolution No. 5,144, the City Council approved the establishment of Waterways Zone 1 assessment district for the maintenance of the waterways and landscaping on public rights-of-way within Mandalay Bay. On November 23, 1971, by Resolution No. 5,487, the City Council approved the addition of Tract 2026-2 into the assessment district. On October 26, 1976, by Resolution 6,830, the City Council approved the addition of Tract 2026-3 into the assessment district. The waterways district was formed pursuant to the Improvement Act of 1911 to recover the City’s cost of the maintenance of landscaping, seawalls, and other authorized improvements.

Due to the adoption of Proposition 218 by California voters in 1996, the City is precluded from increasing assessments within a district without majority vote and protest procedures. Mandalay Bay is currently maximum assessed, and the waterways assessment district formation documents did not include a consumer price index (CPI) escalator to fund increasing maintenance costs or to fund expenses associated with seawall replacement.

Beginning in 1992, staff began to address multiple issues with both types of seawalls. Within a 20 year period, between 1972 - 1992, the City had made more than 500 individual repairs to the seawalls, including repairs to foundation piles, concrete wraps for pilasters, cracks and spalling, slope protection, and backfilling. The walls are approximately 50 years old and require a phased strategic plan for their replacement over the next 25 years, with some continued maintenance simply due to the marine environment.

On March 1, 2011, the City entered into an Agreement A-7390 with TranSystems to assess the condition and develop a plan for capital repair of the seawalls in Mandalay Bay. The first amendment to Agreement A-7390 was approved by City Council on February 7, 2012 to collect adequate samples for the engineering assessment of all seawall exposure segments. This strategic investigation was completed on August 20, 2012.

TranSystems identified 200 repairs that were not to exceed \$1,000,000. On April 9, 2013, the City Council approved Agreement A-7581 between the City and the Channel Islands Waterfront Homeowners Association (CIWHA) to share costs for the repairs to the Mandalay Bay seawalls. The City agreed to pay 50% of General Fund's costs with a not to exceed amount of \$500,000. CIWHA agreed to utilize funds from Mandalay Bay Waterways Zone 1 Assessment District to pay the remaining 50%.

On July 26, 2016, the City Council approved 7401-16-PW with TranSystems for on-call marine engineering services for the Waterway Districts of Mandalay, Westport and Seabridge in an amount not to exceed \$929,500 over a three-year term. Additionally, the City Council approved task orders for permit process and engineering design for the West Hemlock Street seawall repairs. Task Order 1 was for permit processing and project approval by regulatory agencies. The second task order was for geotechnical testing, design, construction monitoring, and follow-up performance evaluations.

On July 18, 2017, the City Council approved the first amendment to TranSystems Agreement 7401-16-PW in the amount of \$137,600 for a new not to exceed amount of \$1,067,100 for on-call marine technical engineering service with TranSystems. The scope of work for this amendment included the development of new repair concept details and the refinement of existing repair details, development of specific project areas and timelines, budgetary cost estimates, and attendance at meetings to discuss recommendations between the City and CIWHA.

On October 17, 2019, Public Works released a Request for Bid ("RFB") for the Pilaster Jacket Repairs at the Mandalay Bay Seawalls project. Bids were originally due on December 3, 2019, but due to a lack of responses by manufacturers to contractors with regards to the specialized concrete required for this project, the bid deadline was extended to January 7, 2020. On February 18, 2020, the City Council awarded Agreement A-8206 to Harbour Constructors Company in the amount of \$634,000. The Notice to Proceed was issued on March 30, 2020 and the work is underway.

## **DISCUSSION**

In December 2017, TranSystems completed the "Mandalay Bay Seawalls Capital Improvement Program: Phase C" report for the City. As part of Phase C, TranSystems included a survey and recommendations for repair of weep holes, pilasters, and walls. These recommendations included items such as the installation of concrete pilaster jackets, removal of the outer 1-inch of concrete on the existing walls, then wrapping them on the water side with resin and fiberglass-reinforced plastic sheet pile. In essence, the recommendations were a temporary repair plan to extend the life of the seawalls, but they would ultimately need to be replaced regardless. The cost for this non-structural work was estimated to be \$86.5 million over 25 years, not adjusted for inflation. Furthermore, these recommendations did not provide any solutions for the seismic vulnerability of the seawalls, as they were built before current California seismic codes.

In early 2018, the Public Works Director reviewed the accumulation of documents provided by TranSystems over the years. Due to the TranSystems cost estimates and methodology for repairs, it was recommended that the City proceed with a value engineering process for the seawall replacement to confirm the accuracy of the information and costs provided. It is good practice to conduct a value engineering process on construction projects with estimates that approach \$100 million.

On October 10, 2018, the City released a Request for Proposal ("RFP") for Mandalay Bay Seawall Repair Feasibility Study and Phase 2 Construction Documentation for 3900-3966 West Hemlock Street. Proposal submission closed on November 6, 2018. Due to a lack of responses from qualified proposers, a revised RFP was released on November 21, 2018. PW 19-25R closed on December 10, 2018. On February 5, 2019, City Council approved a budget appropriation for \$163,431 to be used for engineering services for this project. These funds were used to execute TetraTech Agreement 8554-19-PW for \$142,114 which was approved by the City Manager.

In March 2019, TetraTech began work on the analysis of the Mandalay Bay seawalls. Part of their analysis required observing the walls at the annual low tide, which was a critical piece of the data necessary to accurately analyze the deterioration of the seawalls. This added additional time to the process because the annual low tide was in November of 2019. The "Mandalay Bay Seawalls Repair Conceptual Study and Feasibility Analysis" was completed in early 2020. In this study, TetraTech identified the deterioration of the walls as vertical cracking and spalling of pilasters, cracking to the Boise walls, and surface erosion to the Zurn walls. Several locations displayed an alkali-silica reaction which is a chemical reaction that causes cracking and spalling when concrete is exposed to moisture. Additional concerns include risks to the seawalls from seismic activity and liquefaction of soils during a major earthquake.

Based on this effort, which included cost analyses for replacement of the seawalls, TetraTech recommended two options: installation of panels and tiebacks or installation of cantilever sheet pile. Installation of the tieback option would consist of installing a new panel in front of the existing wall, filling the space between the two walls, and installing tie-backs that extend down into the competent, non-liquefiable soils. The other option, installation of the cantilever sheet pile, would include the installation of new sheet pile in front of the existing wall using a press-in method (which causes less vibration and noise) and filling the gap between the two walls. The cantilever method would require the new wall to be placed



approximately eight feet in front of the existing wall. It is unlikely that Mandalay Bay can accommodate the loss of waterway space for the sheet pile option in all locations. Therefore, the tieback method is being recommended as the first option.

Although several options were analyzed for replacement of the seawalls, it was determined that the tieback method was the best solution for Mandalay Bay to ensure the greatest area of navigable waters in the smaller back basins. TetraTech estimates that the replacement costs for the tieback option would be approximately \$4,277 per linear foot for the Boise walls and \$4,155 for the Zurn walls. It is estimated that the total costs for the replacement of the seawalls are approximately \$200,000,000 not including inflation over the life of the project, which is estimated to be between 25 years for replacement of the seawalls and additional maintenance beyond 25 years. The project would be completed in phases, and funding will be assessed and allocated based on the project stage. The life span of the new seawalls is expected to be at least 75 years.

The TetraTech study considered multiple factors when detailing the overall costs shown on page 34 of the "Mandalay Bay Seawalls Repair Conceptual Study and Feasibility Analysis." Construction costs were determined in linear feet and ranked in Rough Order Magnitude (ROM). Maintenance costs were estimated and ranked based on calculations for the life of the seawall and are relatively low compared to construction costs. Design criteria were evaluated based on seawall life expectancy and the ability to withstand seismic activity. Constructability rates the ease of construction for each scheme. The disruption to existing docks was looked at, studying how construction would impact the docks and determining if the construction could be done at or near the existing wall. Regulatory factors considered the difficulty in obtaining approval for the construction of the new seawalls. Wall capacity evaluated each design concept and its ability to increase the seawall's capacity as it relates to seismic activity. The appearance was ranked on final repairs, and it is somewhat subjective. For the Boise walls, the tieback method tied for #1 based on the calculated metrics with cantilever soldier piles and panels; however, the soldier pile method was almost double the cost. For the Zurn walls, the tieback method ranked #1 overall.

For a simplified analysis in tabular form, Attachment 1, Seawall Options, offers a condensed, side by side evaluation.

TetraTech has been in communication with TranSystems during the evaluations; the previous work is still valuable and the results are being utilized. There is another repair option, which is to perform work that is similar to the method originally proposed by TranSystems to extend the life of the seawalls. The cost would also be similar at approximately \$85 million in 2020 dollars. This approach would be the removal of the the outer 1" to 1-1/2" inches of concrete on the face of the seawall, and then the application of 4" of marine resistant concrete on the surface. TetraTech has recommended that dowels be drilled into the existing face of the seawall to help the new concrete adhere better. There would be no fiberglass wrapping, which will ensure that the new face of the seawall remains visible for inspection. While this method would extend the life of the seawalls, it would not offer any additional seismic resistance. The walls would continue to be monitored and if any early signs of failure were detected, a replacement project would be designed.

City staff will continue to meet with homeowners and a more robust outreach plan will be developed as soon as we have the results of an additional geotechnical study to confirm the feasibility of the tieback replacement method in all areas.

City staff, NBS Government Finance Group (NBS), NHA Advisors, and residents from the Channel Islands Waterfront Homeowners Association (CIWHA) have been meeting over the past three years to discuss funding methodology to satisfy the obligations of paying for the replacement of the seawalls. The current Mandalay Waterways Zone 1 assessment district can not support replacement efforts for the seawalls.

Leadership from CIWHA, through their annual meetings and person-to-person coordination, have been engaging and educating their community on the needs and costs of the seawall replacement. Through the City's contract with NBS, the City will work with residents on community outreach and surveying to determine the best funding mechanism. Through NBS's CivicMic platform and a dedicated Seawalls page on the City of Oxnard's website, staff will be notifying residents of community meetings, producing resident surveys, and publishing continuous content regarding the development of the seawalls project and funding.

## **STRATEGIC PRIORITIES**

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

Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.

Objective 4a. Implement CIP plans.

Objective 4b. Catch up on deferred maintenance for City facilities.

## **FINANCIAL IMPACT**

While approval of this resolution affirms the City Council's commitment to 50% of the final seawall obligations, there is no immediate financial impact to the General Fund or Mandalay Bay residents. Approval of funding for this project will be based on the approval of the Capital Improvement Project by the City Council and when a funding mechanism is determined for both the City and resident portions of this project. The City will commit to funding 50% of the replacement cost based on the City's financial ability to sustain the project. Multiple funding mechanisms will be explored.

The TetraTech study provides an Engineer's cost estimate for a 25-year replacement plan, however, bonding for this phased approach can potentially be extended to a 40 or 50-year model.

Public Works continues to seek grant funding to offset the City's financial obligation to the seawall replacements. The estimated total cost will be approximately \$200 million. The impact to the City would be \$100 million.

## **COMMITTEE OUTCOME**

The Public Works and Transportation Committee approved 3-0 on July 28, 2020, to approve the staff recommendation with one change (approving only 50% commitment, striking CFD formation request) and to forward the item for Council approval.

*Prepared by: Jeri Cooper, Special Districts Project Manager*

## **ATTACHMENTS**

1. Seawall Options
2. Seawalls City Commitment Resolution
3. Districts Map and Legend
4. Mandalay Bay Proposed Exploration Plan
5. ATTACHMENT A: Mandalay Bay Seawall Repair Feasibility Study\_FINAL DRAFT
6. City Commitment to Seawall Funding Presentation

Seawall Options

| Option       | Method                           | Cost     | Unit | Seismic Resistance | Description                                                                                                                                                                      | Pros                                                                                                                                                               | Cons                                                                                                                                                                                                                                                                                                                                                                                                            | Construction Cost | Maintenance Cost | Effective Life | Constructability | Disruption | Regulatory Issues | Wall Capacity | Appearance | Total | Ranking |
|--------------|----------------------------------|----------|------|--------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------------------|----------------|------------------|------------|-------------------|---------------|------------|-------|---------|
|              |                                  |          |      |                    |                                                                                                                                                                                  |                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                 | WF 2              | WF 1             | WF 3           | WF1              | WF 1       | WF 1              | WF 2          | WF 1       |       |         |
| Boise        | Tieback Wall                     | \$4,277  | LF   | Yes                | Install new precast concrete panels in front of                                                                                                                                  | 1) Minimal disruption to                                                                                                                                           | Relies on existing footing and some                                                                                                                                                                                                                                                                                                                                                                             | 4                 | 3                | 3              | 3                | 4          | 4                 | 3             | 4          | 41    | 1       |
| Boise        | New cantilever                   | \$7,382  | LF   | Yes                | Install a new steel sheet pile wall in front of the                                                                                                                              | 1) Permanent solution that                                                                                                                                         | 1) Expensive, 2) Extends significantly                                                                                                                                                                                                                                                                                                                                                                          | 1                 | 4                | 5              | 3                | 1          | 2                 | 5             | 4          | 41    | 1       |
| Boise Wall C | New cantilever soldier pile wall | \$7,037  | LF   | Yes                | New soldier piles would be driven in front of the existing walls, panels would be placed between the piles and the gap between the existing wall and the panels would be filled. | 1) Permanent solution that would completley replace the existing seawall with new construcion more resistant to deterioration 2) Could be designed for liqufaction | 1) Expensive, 2) Extends outside current footprint of wall and footing, 3) Disruptive to homeowners. Driving piles would require cutting holes in decks that overhang the walls, 4) Pile driving is likely to be objectionable to homeowners and could lead to liquefaction and settlement, 5) If not carefully constructed, lagging could be uneven and/or allow leaks of backfill which would be unattractive | 3                 | 3                | 4              | 3                | 2          | 2                 | 4             | 3          | 39    | 3       |
| Boise        | New soldier                      | \$4,050  | LF   | No                 | Similar to Option C, but because the piles                                                                                                                                       | 1) New panels functionally                                                                                                                                         | 1) Expensive, but likely less so than for                                                                                                                                                                                                                                                                                                                                                                       | 3                 | 3                | 3              | 3                | 3          | 3                 | 1             | 3          | 32    | 5       |
| Boise        | Concrete                         | \$4,000  | LF   | No                 | This is the method proposed in Phase C of                                                                                                                                        | 1) Creates a barrier layer                                                                                                                                         | 1) Existing reinforcing may continue to                                                                                                                                                                                                                                                                                                                                                                         | 2                 | 3                | 4              | 4                | 3          | 4                 | 1             | 4          | 39    | 1       |
| Boise        | FRP pilaster                     | \$3,850  | LF   | No                 | Similar to Option A, but uses fiberglass pilaster                                                                                                                                | 1) Creats a barrier layer limiting                                                                                                                                 | 1) Limited number of manufacturers for FRP                                                                                                                                                                                                                                                                                                                                                                      | 2                 | 3                | 4              | 4                | 3          | 4                 | 1             | 4          | 36    | 3       |
| Boise        | Riprap                           | \$10,094 | LF   | No                 | Install large rock on the outer face of the walls to                                                                                                                             | 1) Essentially permanent, 2)                                                                                                                                       | 1) Would require docks be moved further                                                                                                                                                                                                                                                                                                                                                                         | 2                 | 5                | 5              | 2                | 1          | 1                 | 4             | 2          | 38    | 2       |
| Boise        | Epoxy crack                      | \$440    | SF   | No                 | In lieu of replacing panels, epoxy injection of                                                                                                                                  | 1) Relatively low cost, 2) Quick                                                                                                                                   | 1) Does not repair the concrete surface or                                                                                                                                                                                                                                                                                                                                                                      | 5                 | 1                | 2              | 5                | 5          | 5                 | 0             | 1          | 33    | 4       |
| Boise        | Stainless steel                  | \$6,800  | EA   | No                 | After removing loose concrete, stainless steel                                                                                                                                   | 1) Can be installed quickly with                                                                                                                                   | 1) Does not do anything to slow concrete                                                                                                                                                                                                                                                                                                                                                                        | 5                 | 1                | 1              | 5                | 5          | 5                 | 1             | 1          | 32    | 5       |
| Zurn         | Tieback Wall                     | \$4,155  | LF   | Yes                | Same as for the Boise walls, but with wider                                                                                                                                      | 1) Minimal disruption to                                                                                                                                           | Relies on existing footing and some                                                                                                                                                                                                                                                                                                                                                                             | 4                 | 3                | 3              | 4                | 4          | 4                 | 3             | 4          | 42    | 1       |
| Zurn         | New cantilever                   | \$7,382  | LF   | Yes                | Essentially the same as for the Boise Walls.                                                                                                                                     | 1) Permanent solution that                                                                                                                                         | 1) Expensive, 2) Extends significantly                                                                                                                                                                                                                                                                                                                                                                          | 1                 | 4                | 5              | 3                | 1          | 2                 | 5             | 4          | 41    | 2       |
| Zurn         | New cantilever                   | \$7,037  | LF   | Yes                | Essentially the same as for the Boise Walls                                                                                                                                      | 1) Permanent solution that                                                                                                                                         | 1) Expensive, 2) Extends outside current                                                                                                                                                                                                                                                                                                                                                                        | 3                 | 3                | 4              | 3                | 2          | 2                 | 4             | 3          | 39    | 3       |
| Zurn         | Remove and                       | \$2,900  | LF   | No                 | Method proposed in Phase C of the previous                                                                                                                                       | Creates a barrier layer                                                                                                                                            | 1) May require shoring of the wall until                                                                                                                                                                                                                                                                                                                                                                        | 3                 | 4                | 4              | 3                | 3          | 4                 | 1             | 5          | 39    | 2       |
| Zurn         | New concrete                     | \$2,600  | LF   | No                 | Similar to Option I, but the concrete removal                                                                                                                                    | Creates a barrier layer                                                                                                                                            | 1) May require shoring of the wall until                                                                                                                                                                                                                                                                                                                                                                        | 4                 | 4                | 4              | 4                | 4          | 4                 | 1             | 4          | 42    | 1       |
| Zurn         | Concrete                         | \$3,150  | SF   | No                 | Concrete buttresses would be added to the                                                                                                                                        | 1) Simple construction, 2)                                                                                                                                         | 1) Does not protect existing concrete                                                                                                                                                                                                                                                                                                                                                                           | 5                 | 2                | 3              | 5                | 5          | 4                 | 1             | 2          | 39    | 2       |
| Zurn         | Riprap                           | \$10,094 | LF   | No                 | Same as for the Boise walls.                                                                                                                                                     | 1) Essentially permanent, 2)                                                                                                                                       | 1) Would require docks be moved                                                                                                                                                                                                                                                                                                                                                                                 | 2                 | 5                | 5              | 2                | 1          | 1                 | 4             | 2          | 38    | 3       |

## CITY COUNCIL OF THE CITY OF OXNARD

## RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD (“CITY”) AFFIRMING THE CITY’S COMMITMENT TO SHARE THE REPAIR AND REPLACEMENT COSTS ASSOCIATED WITH THE MANDALAY BAY SEAWALLS IN THE AMOUNT OF 50% OF THE TOTAL REPAIR AND REPLACEMENT COSTS

WHEREAS, between 1968 and 1973, the City of Oxnard approved the development of 743 attached and detached single family homes and 37 greenbelts in the Oxnard inland waterways; and

WHEREAS, on May 26, 1970 by Resolution No. 5,121, the City declared its intention to form an assessment district for the maintenance of waterways and landscaping for Tract 1904 and 2026-1; and

WHEREAS, on June 16, 1970 by Resolution No. 5,144, the City Council approved the establishment of Waterways Zone 1 assessment district for the maintenance of the waterways and landscaping on public rights-of-way within Mandalay Bay; and

WHEREAS, on November 23, 1971 by Resolution No. 5,487, the City Council approved the addition of Tract 2026-2 into the assessment district; and

WHEREAS, on October 26, 1976 by Resolution No. 6,830, the City Council approved the addition of Tract 2026-3 into the assessment district; and

WHEREAS, the waterways assessment district was created to fund the maintenance and operation, including the cost of necessary repairs, replacements, care, supervision, cleaning, dredging, and all other items necessary or proper for the maintenance and operation of the waterways and city landscaping; and

WHEREAS, the seawalls were constructed in Mandalay Bay to create waterways throughout the newly built homes in accordance with with building codes of the 1960’s; and

WHEREAS, building codes at the time were inferior to current building codes which did not account for seismic activity and soil and structure responses; and

WHEREAS, the material used to build the seawalls adversely reacted to the marine environment and began to degrade within 20 years of their construction; and

WHEREAS, over the last 60 years, hundreds of repairs have been made to the seawalls; and

WHEREAS, in April 2020 study, TetraTech provided recommendations for seawall replacement throughout the community through the installation of panels and tie-back walls constructed in accordance with with current California Building Codes; and

WHEREAS, the estimated duration of the replacement is between 25 and 50 years; and

WHEREAS, due to the adoption of Proposition 218 in 1996 by California voters, the City is precluded from increasing assessments within the district without majority vote and protest procedures laid out in the proposition; and

WHEREAS, Mandalay Bay Waterways Assessment District is currently maximum assessed with no escalator included in the formation documents to allow for Consumer Price Index (CPI) increases; and

WHEREAS, funding will be determined for the seawalls replacement project;

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

1. The City agrees to provide fifty percent (50%) of costs associated with the replacement of seawalls in waterways zone 1 Mandalay Bay, a special assessment district.
2. The City Manager may take whatever actions necessary and appropriate to carry out the purpose and intent of this resolution.

PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Tim Flynn, Mayor

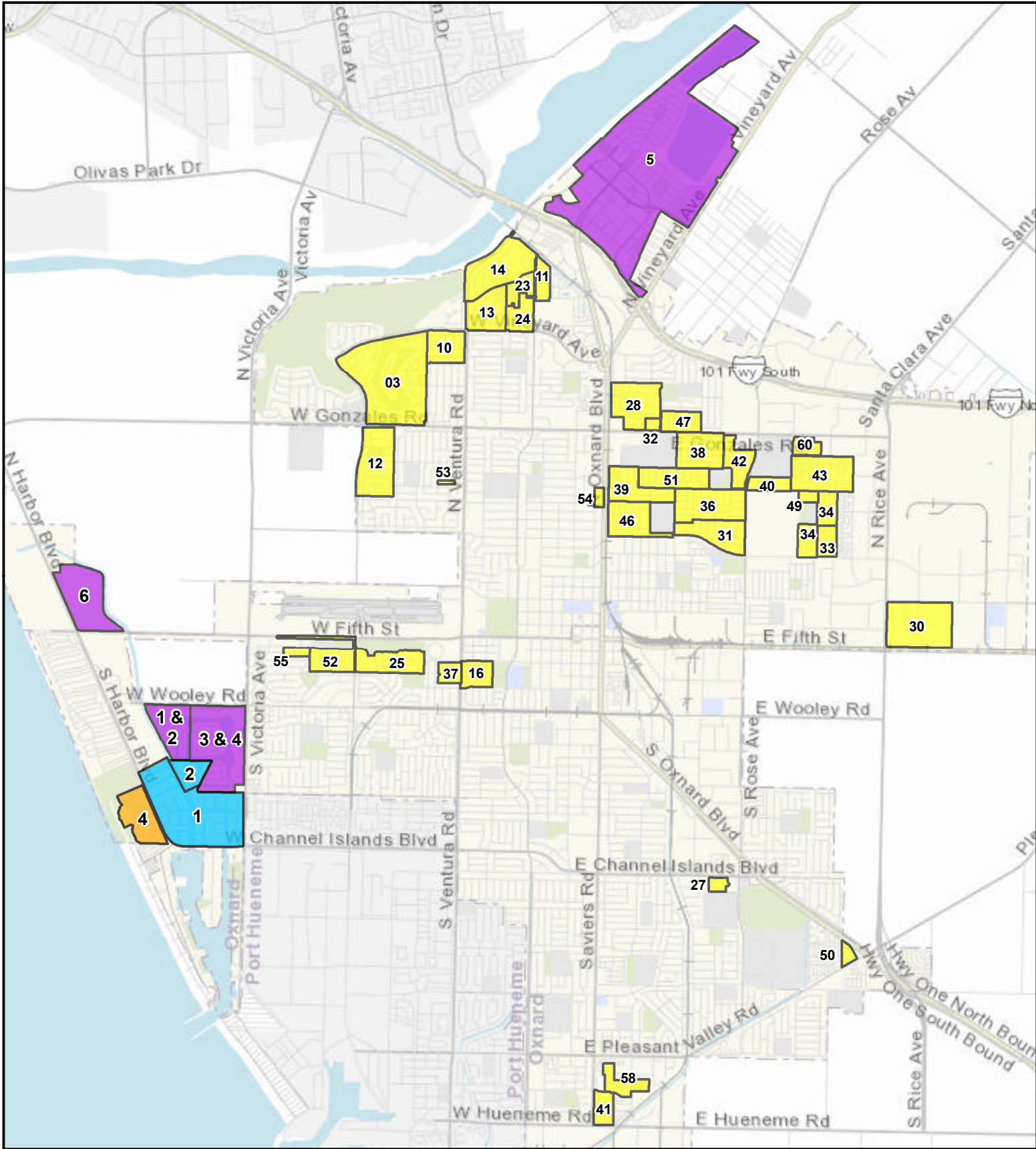
ATTEST:

\_\_\_\_\_  
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen M. Fischer, City Attorney

# CITY OF OXNARD ASSESSMENT DISTRICTS



- Maintenance Assessment District (District No.)
- Community Facilities District (District No.)
- Waterway Assessment District (Zone No.)
- Landscape Maintenance District (District No.)

# CITY OF OXNARD - SPECIAL DISTRICTS

LANDSCAPE MAINTENANCE DISTRICTS \* COMMUNITY FACILITIES DISTRICTS  
WATERWAYS ASSESSMENT DISTRICTS \* MAINTENANCE ASSESSMENT DISTRICTS

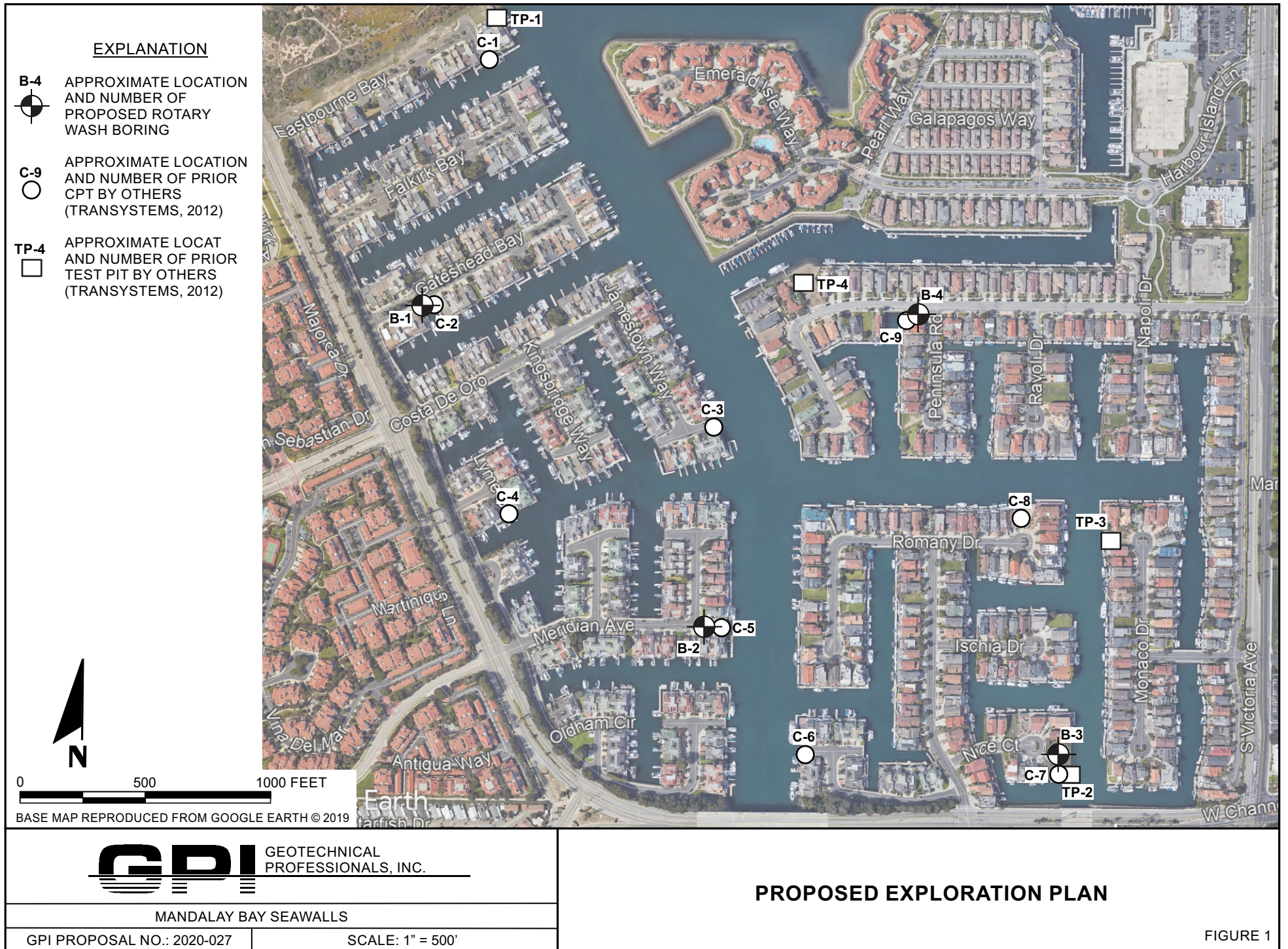
| COMMUNITY FACILITIES DISTRICTS    |                                |
|-----------------------------------|--------------------------------|
| 1 & 2 – Westport at Mandalay Bay  | 5 – Riverpark                  |
| 3 & 4 – Seabridge at Mandalay Bay | 6 – Northshore at Mandalay Bay |

| LANDSCAPE MAINTENANCE DISTRICTS |                              |                        |
|---------------------------------|------------------------------|------------------------|
| 3 – Riverridge                  | 31 - Rancho De La Rosa       | 43 – Greenbelt         |
| 10 – Country Club               | 32 – Oak Park                | 46 – Daily Ranch       |
| 12 – Standard Pacific           | 33 – El Paseo                | 47 – Sycamore Place    |
| 13 – Le Village                 | 34 – Sunrise Pt/ Sunset Cove | 49 – Cameron Ranch     |
| 14 – California Cove            | 36 – Villa Santa Cruz        | 50 – PV Senior Housing |
| 16 – California Lighthouse      | 37 – Pacific Breeze          | 51 – Pfeiler           |
| 23 – Greystone                  | 38 – Aldea Del Mar           | 52 – Wingfield         |
| 24 – Vineyards                  | 39 – El Sueno Promesa        | 53 – Huff Court        |
| 25 – The Pointe                 | 39 – DR Horton               | 54 – Meadowcrest       |
| 27 – Rose Island                | 40 – Cantada                 | 55 – Wingfield West    |
| 28 – Harborside                 | 41 – Pacific Cove            | 58 – Westwind          |
| 30 - Haas Automation            | 42 – Cantabria/Coronado      | 60 - Artisan           |

| MAINTENANCE ASSESSMENT DISTRICT |
|---------------------------------|
| 4 – Mandalay Beach/Colony       |

| WATERWAYS ASSESSMENT DISTRICTS |                         |
|--------------------------------|-------------------------|
| Zone 1 – Mandalay Bay          | Zone 2 – Harbour Island |







# Mandalay Bay Seawall Repair Conceptual Study and Feasibility Analysis - FINAL

TC39527

March 6, 2020

## PRESENTED TO

### City of Oxnard

305 West Third Street  
Oxnard, CA 93030

## PRESENTED BY

### Tetra Tech, Inc.

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Prepared by:

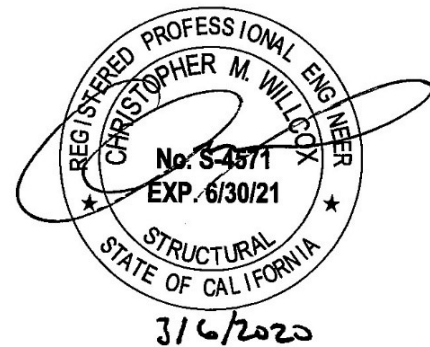
Name: Chris Willcox, S.E.  
Title: Structural Engineer

Date: 3/6/20

Reviewed by:

Name: Rafael Holcombe, P.E.  
Title: Project Manager

Date: 3/6/20



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## 1.0 EXECUTIVE SUMMARY

This Conceptual Study and Feasibility Report describes the existing condition of the Mandalay Bay Seawalls, develops a number of potential renovations and retrofits, and selects preferred repair options for the two types of walls, Boise and Zurn.

Parts of the existing walls, including a number of Boise wall pilasters and areas of Zurn wall have degraded badly. The most common types of deterioration seen on the walls, are vertical cracking and spalling of the Boise wall pilasters, cracking of the Boise wall panels, and significant surface erosion on the Zurn walls. Areas of rust staining on the concrete surfaces indicate localized corrosion of the steel reinforcing in the walls, previous investigations and testing suggest that the corrosion is not widespread. A petrographic examination of cores taken from the walls in several locations found signs of alkali-silica reaction, an expansive chemical process that causes cracking and spalling in concrete exposed to moisture.

In addition, to the deterioration of the walls, earthquakes present an additional concern. Due to a much better understanding of seismic hazards today, the loads used to design new retaining walls and sea walls are substantially higher now than they were at the time these walls were originally built. Compounding this issue, some of the soils behind and under these retaining walls are expected to liquefy in a severe earthquake. Therefore, these walls are expected to perform poorly in a major earthquake.

Based on the evaluations the same two options were recommended for both the Boise walls and the Zurn walls: Installation of Panels and Tiebacks; and Installation of a New Steel Sheet Pile Wall.

The tieback option, with a 75-year design life, consists of installing new panels in front of the existing wall resting on the existing footing, filling the gap between the new panels and the existing wall with grout and installing tiebacks that extend down to the competent, non-liquefiable sands located approximately 20 to 25 feet below ground level above the seawalls. This is the least disruptive and cheaper option, but further geotechnical investigation is required to be sure that the underlying soils will not flow out under the existing wall and foundation in a major earthquake and that the existing footings and piles are in good enough condition to reuse.

The new cantilever sheet pile option, with a 75-year design life, involves installing new steel sheet pile in front of the existing wall using the press-in method, which does not create noise or vibration. The gap between the new wall and the existing will then be filled. Because the existing walls have battered piles that extend in front of the wall, the new sheet pile will have to be placed about 8 feet in front of the existing walls. This leaves a substantial area to be filled, which adds cost as well as complications in getting regulatory approvals.

The construction costs for the various options are shown below in Table 1. The ranking matrix for the Boise Walls is shown below as Table 2 and the matrix for the Zurn Walls is shown as Table 3.

Table 1 - Construction Costs

**BOISE WALLS**

| Opt | Description                                  | Cost      | Unit |
|-----|----------------------------------------------|-----------|------|
| A   | Tieback Wall                                 | \$ 4,277  | LF   |
| B   | New cantilever sheet pile wall               | \$ 7,382  | LF   |
| C   | New cantilever soldier piles and panels      | \$ 7,037  | LF   |
| D   | New soldier piles tied to existing pilasters | \$ 4,050  | LF   |
| E   | Concrete pilaster jackets and panel facing   | \$ 4,000  | LF   |
| F   | FRP pilaster jackets and panel facing        | \$ 3,850  | LF   |
| G   | Riprap stabilization                         | \$ 10,094 | LF   |
| H   | Epoxy crack injection of panel faces         | \$ 440    | SF   |
| I   | Stainless steel reinforcing straps           | \$ 6,800  | EA   |

**ZURN WALLS**

| Opt | Description                             | Cost      | Unit |
|-----|-----------------------------------------|-----------|------|
| J   | Tieback Wall                            | \$ 4,155  | LF   |
| K   | New cantilever sheet pile wall          | \$ 7,382  | LF   |
| L   | New cantilever soldier piles and panels | \$ 7,037  | LF   |
| M   | Remove and replace face concrete        | \$ 2,900  | LF   |
| N   | New concrete facing                     | \$ 2,600  | LF   |
| O   | Concrete buttresses                     | \$ 3,150  | SF   |
| P   | Riprap stabilization                    | \$ 10,094 | LF   |



Table 2 - Evaluation Matrix for Boise Walls

|                                                       |                                              | Construction Cost | Maintenance Cost | Effective Life | Constructability | Disruption | Regulatory Issues | Wall Capacity | Appearance | Total     | Ranking  |
|-------------------------------------------------------|----------------------------------------------|-------------------|------------------|----------------|------------------|------------|-------------------|---------------|------------|-----------|----------|
| <b>Weighting Factor</b>                               |                                              | <b>2</b>          | <b>1</b>         | <b>3</b>       | <b>1</b>         | <b>1</b>   | <b>1</b>          | <b>2</b>      | <b>1</b>   | <b>-</b>  | <b>-</b> |
| <b>Options Designed for Seismic Resistance</b>        |                                              |                   |                  |                |                  |            |                   |               |            |           |          |
| <b>Recommended Options</b>                            |                                              |                   |                  |                |                  |            |                   |               |            |           |          |
| Scheme A                                              | Tieback Wall                                 | 4                 | 3                | 3              | 3                | 4          | 4                 | 3             | 4          | <b>41</b> | <b>1</b> |
| Scheme B                                              | New cantilever sheet pile wall               | 1                 | 4                | 5              | 3                | 1          | 2                 | 5             | 4          | <b>41</b> | <b>1</b> |
| <b>Other Options Designed for Seismic Resistance</b>  |                                              |                   |                  |                |                  |            |                   |               |            |           |          |
| Scheme C                                              | New cantilever soldier piles and panels      | 3                 | 3                | 4              | 3                | 2          | 2                 | 4             | 3          | <b>39</b> | <b>3</b> |
| <b>Options with No Increase in Seismic Resistance</b> |                                              |                   |                  |                |                  |            |                   |               |            |           |          |
| Scheme D                                              | New soldier piles tied to existing pilasters | 3                 | 3                | 3              | 3                | 3          | 3                 | 1             | 3          | <b>32</b> | <b>5</b> |
| Scheme E                                              | Concrete pilaster jackets and panel facing   | 3                 | 4                | 4              | 3                | 3          | 4                 | 1             | 5          | <b>39</b> | <b>1</b> |
| Scheme F                                              | FRP pilaster jackets and panel facing        | 2                 | 3                | 4              | 4                | 3          | 4                 | 1             | 4          | <b>36</b> | <b>3</b> |
| Scheme G                                              | Riprap stabilization                         | 2                 | 5                | 5              | 2                | 1          | 1                 | 4             | 2          | <b>38</b> | <b>2</b> |
| Scheme H <sup>1</sup>                                 | Epoxy crack injection of panel faces         | 5                 | 1                | 2              | 5                | 5          | 5                 | 0             | 1          | <b>33</b> | <b>4</b> |
| Scheme I <sup>2</sup>                                 | Stainless steel reinforcing straps           | 5                 | 1                | 1              | 5                | 5          | 5                 | 1             | 1          | <b>32</b> | <b>5</b> |

<sup>1</sup> Epoxy injection is only applicable to the panels and needs to be combined with a method of pilaster repair such as Scheme A or B.

<sup>2</sup> Scheme G does not protect areas outside of the strap footprints and should only be applied as a short-term repair or at areas that are suffering from reinforcing corrosion but are otherwise in good condition with minimal surface degradation of the concrete.

Table 3 - Evaluation Matrix for Zurn Walls

|                                                       |                                         | Construction Cost | Maintenance Cost | Effective Life | Constructability | Disruption | Regulatory Issues | Wall Capacity | Appearance | Total     | Ranking  |
|-------------------------------------------------------|-----------------------------------------|-------------------|------------------|----------------|------------------|------------|-------------------|---------------|------------|-----------|----------|
| <b>Weighting Factor</b>                               |                                         | <b>2</b>          | <b>1</b>         | <b>3</b>       | <b>1</b>         | <b>1</b>   | <b>1</b>          | <b>2</b>      | <b>1</b>   | <b>-</b>  | <b>-</b> |
| <b>Options Designed for Seismic Resistance</b>        |                                         |                   |                  |                |                  |            |                   |               |            |           |          |
| <b>Recommended Options</b>                            |                                         |                   |                  |                |                  |            |                   |               |            |           |          |
| Scheme J                                              | Tieback wall                            | 4                 | 3                | 3              | 4                | 4          | 4                 | 3             | 4          | <b>42</b> | <b>1</b> |
| Scheme K                                              | New cantilever sheet pile wall          | 1                 | 4                | 5              | 3                | 1          | 2                 | 5             | 4          | <b>41</b> | <b>2</b> |
| <b>Other Options Designed for Seismic Resistance</b>  |                                         |                   |                  |                |                  |            |                   |               |            |           |          |
| Scheme L                                              | New cantilever soldier piles and panels | 3                 | 3                | 4              | 3                | 2          | 2                 | 4             | 3          | <b>39</b> | <b>3</b> |
| <b>Options with No Increase in Seismic Resistance</b> |                                         |                   |                  |                |                  |            |                   |               |            |           |          |
| Scheme M                                              | Remove and replace face concrete        | 3                 | 4                | 4              | 3                | 3          | 4                 | 1             | 5          | <b>39</b> | <b>2</b> |
| Scheme N                                              | New concrete facing                     | 4                 | 4                | 4              | 4                | 4          | 4                 | 1             | 4          | <b>42</b> | <b>1</b> |
| Scheme O                                              | Concrete buttresses                     | 5                 | 2                | 3              | 5                | 5          | 4                 | 1             | 2          | <b>39</b> | <b>2</b> |
| Scheme P                                              | Riprap stabilization                    | 2                 | 5                | 5              | 2                | 1          | 1                 | 4             | 2          | <b>38</b> | <b>3</b> |
| Scheme Q <sup>1</sup>                                 | Epoxy filling of base joints            | N/A               |                  |                |                  |            |                   |               |            |           |          |

<sup>1</sup> Epoxy filling of base joints is a maintenance activity that should be performed at areas that are otherwise in good condition but have poor quality construction joints at the base of the wall and are not scheduled for repair in the near future.



Built after a change in developers, the seawalls in the western part of the development are a cantilever type referred to as 'Zurn' walls. The Zurn walls are cast-in-place concrete walls supported by two rows of timber piles. The wall

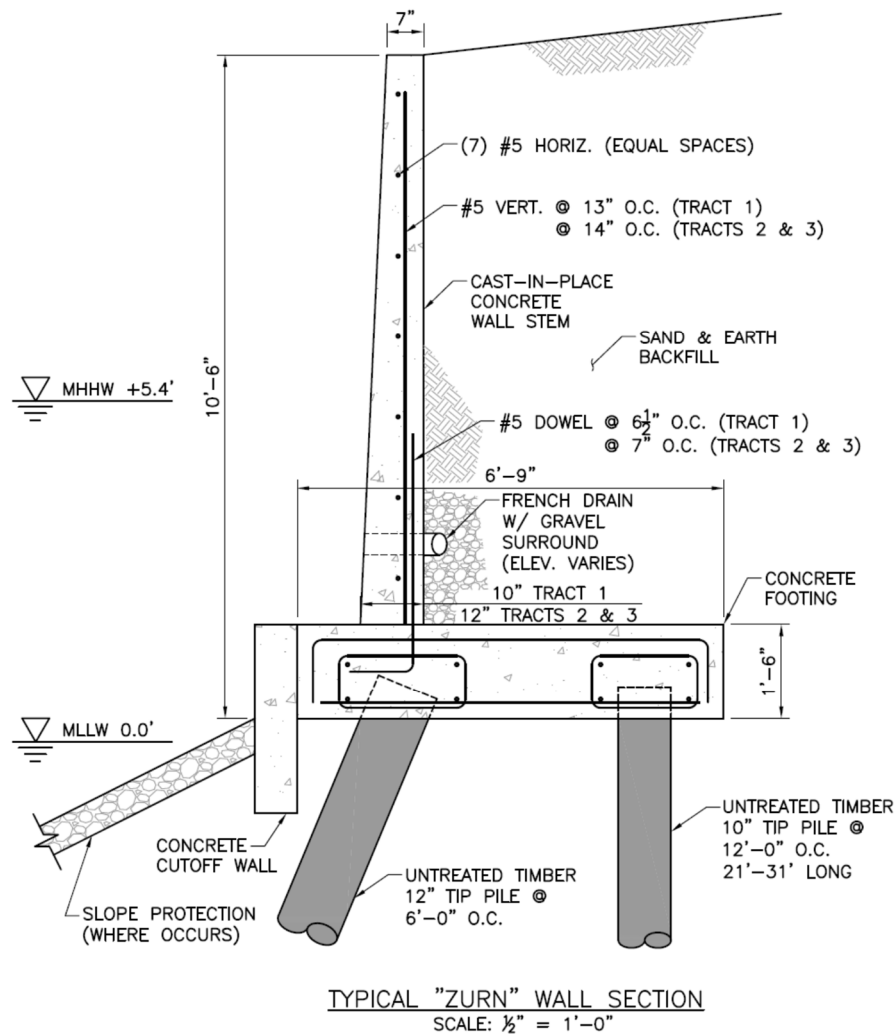


Figure 2 - Typical Zurn wall [from TranSystems (2017)]

stems are 9 feet tall set on a 6'-9" wide footing with the top of the footing, approximately two feet above MLLW. The stem thickness varies from 7 inches at the top to 10 or 12 inches at the bottom depending on the area in the development.

Over the years, repairs have been made in a number of locations. A number of these repairs have been concrete jackets installed on Boise wall pilasters. Other repairs have been to the cutoff walls and channel bottom slopes to prevent undermining of the foundations and to the weep holes to control backfill losses.

From 2010 to 2017, TranSystems Corporation conducted extensive evaluations and testing of the seawalls, followed by development of repair details and a proposed phasing of the repairs. This report relies on the documents prepared by TranSystems for the discussions on the existing condition of the walls and includes the proposed repairs from Phase C of that work in the evaluations of potential repair schemes.

TranSystems also evaluated the walls under seismic loads from the current building code, including liquefaction of the backfill and found that the walls would be overloaded by a code-level seismic event. TranSystems expressed

particular concern about the stability of the Boise walls, which are tied back to concrete deadmen that rely on the liquefiable fill to hold them in place. It should be noted that revisions to the code since TranSystems performed their analysis have increased the design seismic ground accelerations in this part of the state that have to be considered.



Figure 3 - Typical pilaster jacket repairs [from TranSystems (2017)]

## 3.0 CURRENT CONDITIONS

### 3.1 DESCRIPTION

The walls are approximately 50 years old and are showing their age. The concrete face of the wall exhibits significant erosion in numerous areas, with the erosion being more significant in the cast-in-place Zurn walls. The erosion typically appears to be most significant between 2-3 feet and 5-6 feet above mean lower low water (MLLW). The



Figure 4 - Surface erosion/marine attack on Boise wall panels with cracking and spalling at pilasters



lowest part of the walls and the foundations show some erosion but are in better condition than the areas above. Starting about 7 feet above MLLW, the walls are typically in good condition.



*Figure 5 - Spalling and surface erosion on Zurn wall [from TranSystems (2017)]*

Horizontal and vertical cracking is common on the Boise wall panels, as is vertical cracking on the pilasters. In some cases, the cracks on the pilasters are several millimeters across. Surface cracking is less prevalent on the Zurn walls and appears to be most common near corners and joints where thermal movement may be contributing.



*Figure 6 - Surface erosion and vertical cracking on a Boise wall panel [from TranSystems (2011)]*



*Figure 7 - Vertical cracking and spalling on Boise wall pilaster [from TranSystems (2017)]*

The testing and evaluations performed by TranSystems and the results included the following:

- Petrographic examination of cores taken from various locations showed that the concrete is undergoing alkali-silica reaction (ASR) and this is the likely cause of much of the cracking and erosion in the walls. The severity of the reaction varied between the cores from very severe to minor.
- Impact echo testing found either surface delamination or deeper flaws in a significant proportion of tested locations for both the Zurn walls and the precast panels of the Boise walls, although the rate of surface delamination was lower in the Boise wall panels.
- Electrical resistivity tests generally found higher values indicative of concrete that is largely saturated with a higher level of resistance to corrosion. Combined with the results of half-cell potential tests performed in Phase A, TranSystems concluded that large-scale corrosion was not occurring.
- Excavation behind several wall sections at empty lots found the back faces of the walls to be in generally good condition. Several tieback rods were uncovered and checked for corrosion. Most showed no or negligible corrosion. One tie rod was estimated to have approximately 5 percent section loss at one location.
- The vertical reinforcing at the base of the Zurn wall was exposed at eight locations to check for localized micro-cell corrosion. At one location the dowel bar had fractured, and the adjacent bar had approximately 20% section loss. At a second location, the exposed dowel bar had approximately 50% corrosion loss. At the remaining 6 locations, the exposed bars showed no corrosion. The two locations with bar damage were in walls with significant erosion or degradation at the construction joint.
- Underwater evaluations found several locations where the cutoff wall at the Zurn wall foundation was separating from the footing and areas at the Boise walls where gaps were forming under the footings. Both of these conditions potentially allow seawater to access the piles leaving them susceptible to attack by marine borers.



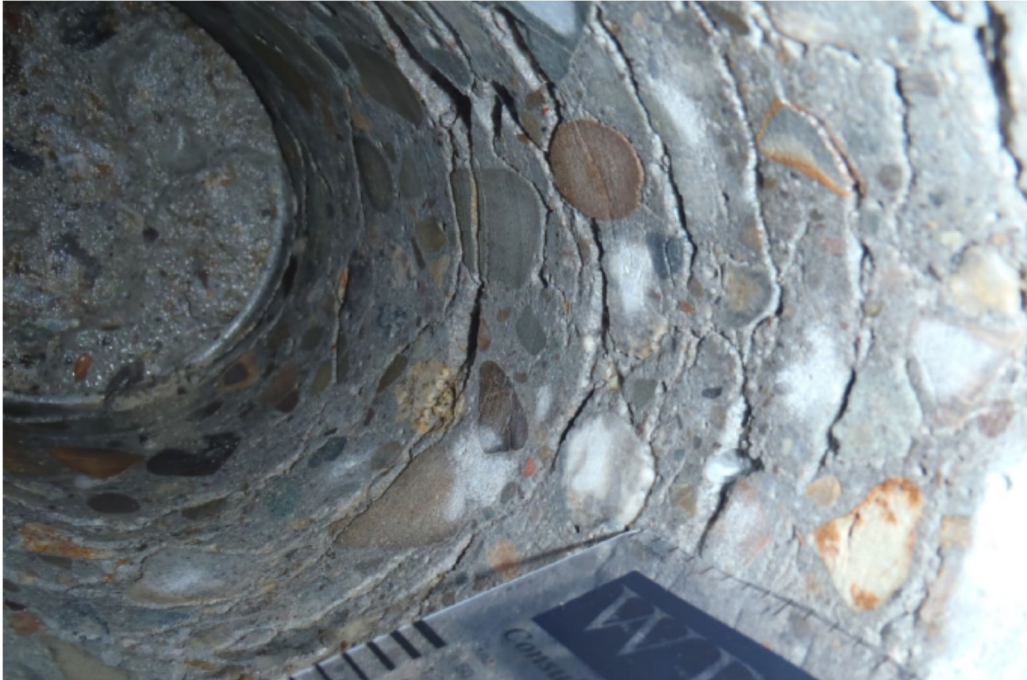


Figure 8 - Inside of core showing expansive cracking [from TranSystems (2011)]

## 3.2 LIKELY CAUSES OF OBSERVED (AND FUTURE) DEGRADATION

There are several identified and potential causes of the observed and potential future degradation of the wall. One of the major points of evaluation of any potential repairs or retrofits will be the ability of the method to control or limit future progression of the sources of degradation. Therefore, an understanding of these sources and methods of control is an important part of choosing appropriate repair methods.

### 3.2.1 Alkali-Silica Reaction

The previous evaluation reports identified alkali-silica reaction (ASR) as one of the major sources of degradation in the existing concrete. ASR is a chemical reaction between alkali in the cement paste and silica in the aggregate that creates an expansive gel, which swells in contact water. The swelling of the gel creates an expansive force that causes cracking of the concrete. The concrete cracking then creates a path for further water ingress leading to progression of the reaction and the cracking as well as corrosion of the reinforcing. Petrographic analyses of core samples taken from the sea wall during the evaluation studies confirmed ASR through the presence of silica gel as well as fracturing of aggregates and cement paste. In general, it has been found that in reinforced concrete, the cracking does not extend past the reinforcing layer, but that depth of cracking is sufficient to allow accelerated corrosion of the rebar.

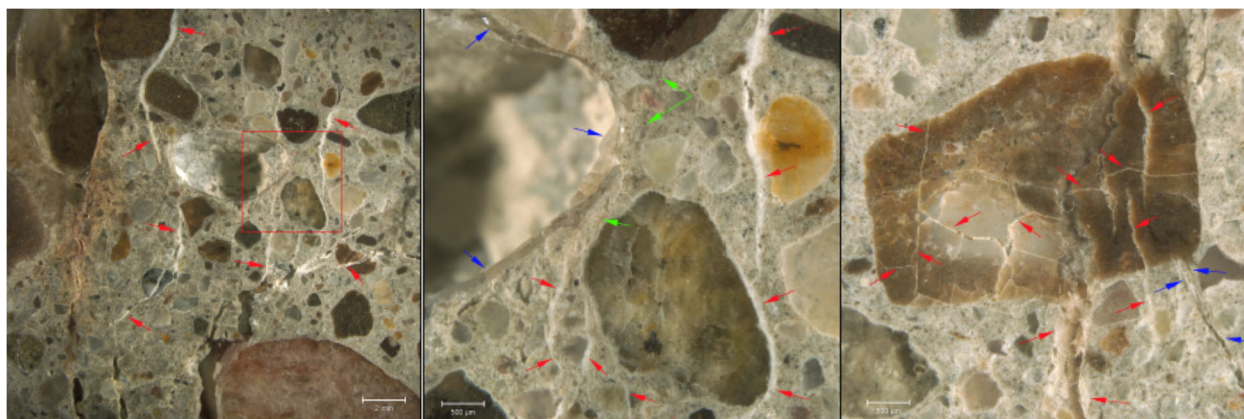


Figure 9 - Photomicrographs of polished core samples showing deposits of ASR gel (indicated by arrows) [from TranSystems (2011)]

ASR requires three elements to occur—alkali, susceptible aggregates and water—and stopping the reaction requires eliminating one of those components. The silica is in the aggregate and so cannot be removed. Likewise, while seawater supplies some alkali ions and probably contributes to the reaction, research indicates that seawater alone is usually not sufficient alone to trigger a severe reaction. Therefore, there is likely sufficient alkali in the concrete to cause a significant portion of the ASR that has been observed. That leaves the water as the only contributing element that can be controlled. While theory indicates that continuous submersion would be the most severe condition, observations have shown that areas subjected to cycles of wetting and drying exhibit more damage than areas that are always wet or always dry. That is consistent with the conditions seen at Mandalay Bay.

### 3.2.2 Surface Erosion

There are a number of areas on the walls where the surface concrete is deteriorated, but where there is limited cracking and the depth of degradation is limited and relatively uniform (as opposed to isolated areas with deeper losses, which would be more consistent with ASR.) This kind of surface erosion, which appears similar to the surface scaling that occurs on concrete paving that undergoes freeze-thaw cycles in the presence of salts, is not uncommon in seawall structures, particularly those with softer and more permeable concrete. The causes of these losses could include the erosive effect of wave action along with chemical interaction with seawater, including sulfate attack, which is described in more depth in the next section.

The primary mitigation method is to protect the concrete surface from the seawater with a barrier layer of some sort. This can include a layer of concrete that is proportioned to be hard and dense, and relatively immune to chemical attack.

### 3.2.3 Sulfate Attack

Sulfate attack is a chemical reaction between sulfate ions in water and constituents of the cement paste. The specific chemical reaction depends on the positive ions that are associated with the sulfate ions, but damage manifests in one or both of two ways: expansion and cracking of concrete and/or a decrease in strength and loss of mass. Seawater is classified as a source of moderate sulfate attack and in new construction, it is mitigated through the use of Type II cement. The previous evaluations did not identify sulfate attack as a cause of degradation, and because it manifests in a similar manner to ASR and surface erosion, which are both clearly present, without much in the way of distinguishing characteristics, that is not necessarily surprising. And because the same mitigation and protective measures effective against ASR and surface erosion will be effective against sulfate attack, it is not important to consider it further.

### 3.2.4 Reinforcing Corrosion

Corrosion, or rust, is simply the oxidation of iron. To progress, it requires iron, oxygen and an electrical connection between the points of reaction. In addition, concrete ordinarily is sufficiently alkaline to prevent the oxidation reaction. However, intrusion of chloride ions reduces the pH of the concrete, and the previous investigations have shown that chloride penetration throughout the walls has progressed far enough to overcome this 'passivation' effect. Nonetheless, the previous resistivity testing and destructive evaluations indicated that outside of areas with significant cracking on the front face or construction joint deterioration, there has been limited corrosion of the reinforcing to date. In part this is due to the saturation of the concrete, which limits the oxygen availability. Even in areas with cracking and significant rust staining, there are few spalls exposing rebar, which would be expected if the corrosion losses were severe, due to the expansive force of the rust. (Iron oxide is approximately six times the volume of the iron consumed in the reaction, creating significant internal pressure on the concrete surrounding the rusted reinforcing.)

## 3.3 POTENTIAL FAILURE MECHANISMS

For recognizing where degradation is becoming critical and in deciding on the most effective repair methods, it is helpful to understand some of the different potential failure mechanisms. Several of the mechanisms are listed below for each of the two wall types. This listing isn't exhaustive, and many of these mechanisms could act in combination.

Some descriptions include an attempt to predict how ductile the failure mechanism is likely to be. A ductile failure is one where some movement of the wall can occur prior to complete failure. This movement will give some warning that a failure is becoming imminent and usually will reduce the earth pressure on the wall for some amount of time. However, the concrete cracking that will occur with the movement will accelerate corrosion and other deterioration mechanisms, so significant movement of a wall or parts of a wall should be considered a critical situation. In addition, for any mechanism that is expected to be ductile, combinations of effects can occur that lead to a brittle or sudden failure instead.

### 3.3.1 Boise Walls

#### 3.3.1.1 Flexural Failure of Panel

Failure of the panels in the Boise wall would most likely occur in bending due to corrosion losses in the horizontal reinforcing. Cracking and concrete losses in the panels will increase the likelihood and rate of corrosion. Because the reinforcing is near the front face of the wall, significant corrosion of the reinforcing should be apparent first through rust staining of the concrete at cracks and eventually spalling of the concrete exposing the reinforcing. Since vertical reinforcing can redistribute load in the panel, it is likely that this type of failure will be ductile, possibly with visible bulging of the panel and formation of yield lines occurring before failure.

#### 3.3.1.2 Tieback Failure (at Pilaster)

The pilasters in the Boise wall system rely on the steel tiebacks to hold them in place. There are three locations the tiebacks can fail: at the head, which is embedded in the pilaster; at the deadman end, which is also embedded in concrete; and in the middle section, which is wrapped in a protective sheath. Based on the results of the destructive investigations, the risk of this failure method currently appears low, but the consequences of a tieback failure would be high.

Failure at the head in the pilaster would most likely be a result of corrosion in the nut and bearing plate. As such, this type of failure would likely be sudden and non-ductile. As part of the previous evaluations, at pilasters with rust staining at the anchor head locations, the heads were found to have very light corrosion when they were exposed. Therefore, severe corrosion in the anchor heads is likely to cause significant rust staining on the surface of the

pilaster. In addition, corrosion severe enough to fail the anchor may cause spalling that exposes the anchor head. Failure at the deadman would be similar but is less likely because the deadman is in a much less corrosive environment. Corrosion in the length of the tieback will not be readily apparent, but the previous investigations suggest that the existing sheaths have been effective in protecting the tiebacks. It is likely that complete failure in the length of the tieback behind the wall will be preceded by significant stretching of the tieback and leaning of the pilaster, but sudden failures are possible if corrosion creates a notch in the steel.

As noted above, possible signs that this type of failure is occurring or imminent would be severe rust staining and/or concrete bulging on the pilaster surface above the tieback head; a concrete pop out that exposes the anchor head; or a pilaster that is leaning outward, particularly where the adjacent pilasters remain vertical or nearly so.

### 3.3.1.3 Flexural Failure of Pilaster

Similar to the panels, a bending failure in the pilaster would be the result of reinforcing losses due to corrosion. However, because the panels can redistribute load vertically along the pilaster if part of it weakens, this mechanism is believed to be unlikely on its own to lead to the failure of a wall.

### 3.3.1.4 Shear Failure at Pilaster Flange

The panels of the Boise walls are held in place by the flanges of the pilasters. Therefore, the flanges of the pilaster were to separate from the body, the panel could fall. This failure of the flange could be in either bending or shear. A flexural failure sufficient to allow the panel to fall would require very significant loss of reinforcing or of the concrete on the pilaster surface, so a shear failure is the more likely mechanism. The most likely form of shear failure would occur when expansive cracks on the front face of a pilaster connect across to flexural cracks forming at the corner on the back face. Simple calculations show that as few as one or two #4 reinforcing bars at the top of the wall provide enough shear friction capacity to hold a wall panel in place. Because there is approximately three feet of concrete in good condition at the top of the pilasters above the tidal zone where the reinforcing is likely to be mostly uncorroded, the likelihood of complete loss of a panel due to this mechanism is currently judged to be low, since the panel will likely fail in bending before the pilaster flange breaks.

Signs of this failure mode may include vertical cracking on the face of the pilaster over all or most of the height along with displacement of the flange outward away from the rest of the pilaster in some combination of rotation and offset across the crack.

### 3.3.1.5 Shear Failure at Base of Pilaster

The bases of the Boise wall pilasters are held in place by a lip on the footing, which would have to break in order for the pilaster to move. (This lip restrains the bottoms of the panels as well.) It is unclear if this lip is reinforced. Failure by this mechanism is believed to be unlikely unless there are significant concrete losses and/or major cracks in the footing adjacent to a pilaster.

### 3.3.1.6 Marine Borer Attack on Piles

Timber piles exposed directly to sea water are prone to attack by marine borers that will eat away at the piles reducing their capacity, eventually leading to failure of the wall. While repair of damaged piles is possible, it is an expensive process. Thus, it is best to repair any areas where the ground surface has eroded below the bottom of the footings as quickly as possible.



### 3.3.2 Zurn Walls

#### 3.3.2.1 Concrete Failure

In this failure mode, degradation of the concrete weakens it to the point where the concrete crushes under the load, or concrete losses are so severe that the reinforcing yields due to the reduced section depth. The ductility of this mode depends on whether the reinforcing yields or the concrete crushes. In the case of reinforcing yielding, the failure should be ductile, but less so if the concrete crushes. Regardless, once failure has begun it will likely progress quickly. Because the concrete degradation is most severe a few feet above the base of the wall, a change in the slope of the wall partway up the face (e.g. the lowest part of the wall remains approximately vertical while the upper portion of the wall is leaning outward) could be an indicator that an area of wall is failing in this way.

#### 3.3.2.2 Reinforcing Corrosion (General)

The reinforcing in the Zurn walls is at the back face, which makes it less prone to accelerated corrosion than the Boise walls, particularly since the investigations of the back faces of the walls found them to be in reasonably good condition. Corrosion will be accelerated if the reinforcing is exposed to seawater. This could occur due to water penetrating from the front surface through ASR-related cracking and general erosion of the concrete, or from the back face through flexural cracks. Water penetrating from the back face will supply less oxygen than water from the front face and has to seep through fairly small cracks, limiting the corrosion rate. Water penetrating through the front face will provide more oxygen due to tidal and wave action but has to travel further to reach the reinforcing.

In general, it is expected that corrosion of the Zurn wall reinforcing should progress slowly until the degradation of the front face progresses significantly into the concrete. This is consistent with the observations from the destructive evaluations. This mechanism is likely to combine with concrete losses on the front face of the wall leading to failure sooner than if there were no reinforcing losses. Typically, this type of corrosion will be distributed along the length of the reinforcing, limiting the amount of losses at any one location and allowing for a more ductile failure when the wall is overloaded.

#### 3.3.2.3 Reinforcing Corrosion (At Base)

In this failure mode, the corrosion in the reinforcing is concentrated at the base as a result of seawater penetrating at the construction joint between the wall and the footing. Typically, this will also involve concrete degradation at the joint to increase the amount of seawater reaching the reinforcing. Because the reinforcing corrosion is likely to be more rapid in this case and to be concentrated at the point of maximum demand, there is a higher risk of a brittle failure of the wall for this failure mode. Therefore, areas where there is an obvious gap or deterioration in the construction joint at the bottom of the wall should be considered a high priority for remediation. The most likely indicator of this failure mode is rotation of the wall at the joint with the footing (i.e. closing of the angle between the wall and the footing so that it is less than 90 degrees.)

#### 3.3.2.4 Marine Borer Attack on Piles

This mechanism is the same as for the Boise walls.

## 4.0 REPAIR/REHABILITATION

### 4.1 GOALS

#### 4.1.1 Improve Durability/Extend Service Life of Seawalls

The primary goal of the repair and rehabilitation effort is to extend the life of the existing seawalls. The expected effective life of different repair methods will be considered in the assessments, as will the reliability of those estimates. For instance, it is easier to assess service life for repair methods that rely entirely on new construction, as opposed to methods that overlay or strengthen the existing construction.

An additional consideration in extending the life of the seawalls, is addressing their seismic vulnerability. The ability of retrofit schemes to improve the seismic stability of the seawalls will be considered when assessing the pros and cons of different repair methods.

#### 4.1.2 Minimize Impacts to Homeowners

Quality of life for local residents will be impacted by the construction work required for the repairs and their inconvenience and discomfort need to be weighed against the improvements realized by any of the repair schemes being considered.

##### 4.1.2.1 Overhanging Decks

In many locations, homeowners have decks that cantilever over the top of the seawall, complicating the work and limiting the repair options available. However, removal and replacement of the decks, in addition to being a significant expense will be a major inconvenience to the residents. Therefore, options that avoid the need to remove or alter decks are preferred.



Figure 10 - Typical overhanging decks



#### 4.1.2.2 Minimize Noise and Vibration

Noise and vibration, for instance from pile driving or concrete demolition, will be the most noticeable issue with the repair work for most people. Severe vibration could also cause localized liquefaction, which in turn could cause settlement of the surrounding ground. Therefore, schemes that minimize noisy work and vibration are preferred. It should be noted that piles and sheet piles in clay and sand can often be installed by the press-in method, which creates minimal noise and essentially zero vibration in most cases.

#### 4.1.2.3 Work from the Water Side of the Wall

Work from the land side of the wall, by necessity will be done on people's property. Therefore, as much of the work as possible should be done from the water side off of work boats or floats.

#### 4.1.2.4 Limit Amount of Time Docks Are Removed

Loss of access to the water and watercraft will be an annoyance to the residents. Therefore, schemes that minimize the amount of time that docks must be removed and stored are preferred.

### 4.1.3 Minimize Costs

There are approximately 7 miles of seawall in the area covered by this report. Therefore, even small cost savings will have an impact and potentially will enable acceleration of the repair work.

#### 4.1.4 Project Phasing Plan Based on Severity and Risk

The project should be phased and scheduled both to minimize overall risk to the community and cost of construction. The primary consideration is that work on the areas of wall in the worst condition should be prioritized. This is both because those areas are at the greatest risk of failure and because deterioration will tend to accelerate as the walls degrade, leading to increased costs for repair. A secondary, but important consideration is to phase the work in ways that will reduce the cost of construction. The main example is to repair whole sections of wall at one time instead of skipping around to individual spots, thereby minimizing mobilization costs. Finally, because the repair work will extend over many years, the condition of the walls should be periodically surveyed, and adjustments made to the phasing and scheduling as appropriate to deal with areas that are deteriorating faster than was expected.

For the Phasing Plan, the study area has been broken down into five groups. Four of them are about the same size, with one group—the lowest rated Zurn walls—about half the size of the others. These areas are too large to tackle as stand-alone projects. We anticipate that once we have a better idea of the City's budgetary constraints, we will refine this into more manageable sized projects. The following are general notes to outline the Phasing plan methodology.

- The Boise walls are believed to be more seismically vulnerable and more prone to a sudden failure under static loading than the Zurn walls. Therefore, the most deteriorated Boise walls have been given the highest priority.
- Considering only static loads, the Zurn walls with the highest level of deterioration appear to be the next most critical area. There are a limited number of these, so they have been placed together in a smaller group. (A section of Zurn walls with poor visual ratings on the East side of the fairway was included in the first group due to the proximity to the Boise walls.)
- The remaining Boise walls were placed in the third group. This is primarily because it is felt they are at higher risk of significant displacement in a major earthquake than the Zurn walls.
- The remaining Zurn walls are in the last two groups. Generally speaking, Group 4 is Tracts 2 and 3, and Group 5 is Tract 3 since the walls in Tract 3 are newer and are generally in better condition



CITY OF OXNARD  
PUBLIC WORKS DEPARTMENT  
305 WEST THIRD STREET  
OXNARD, CA 93030



MANDALAY BAY  
SEAWALLS  
OXNARD, CA

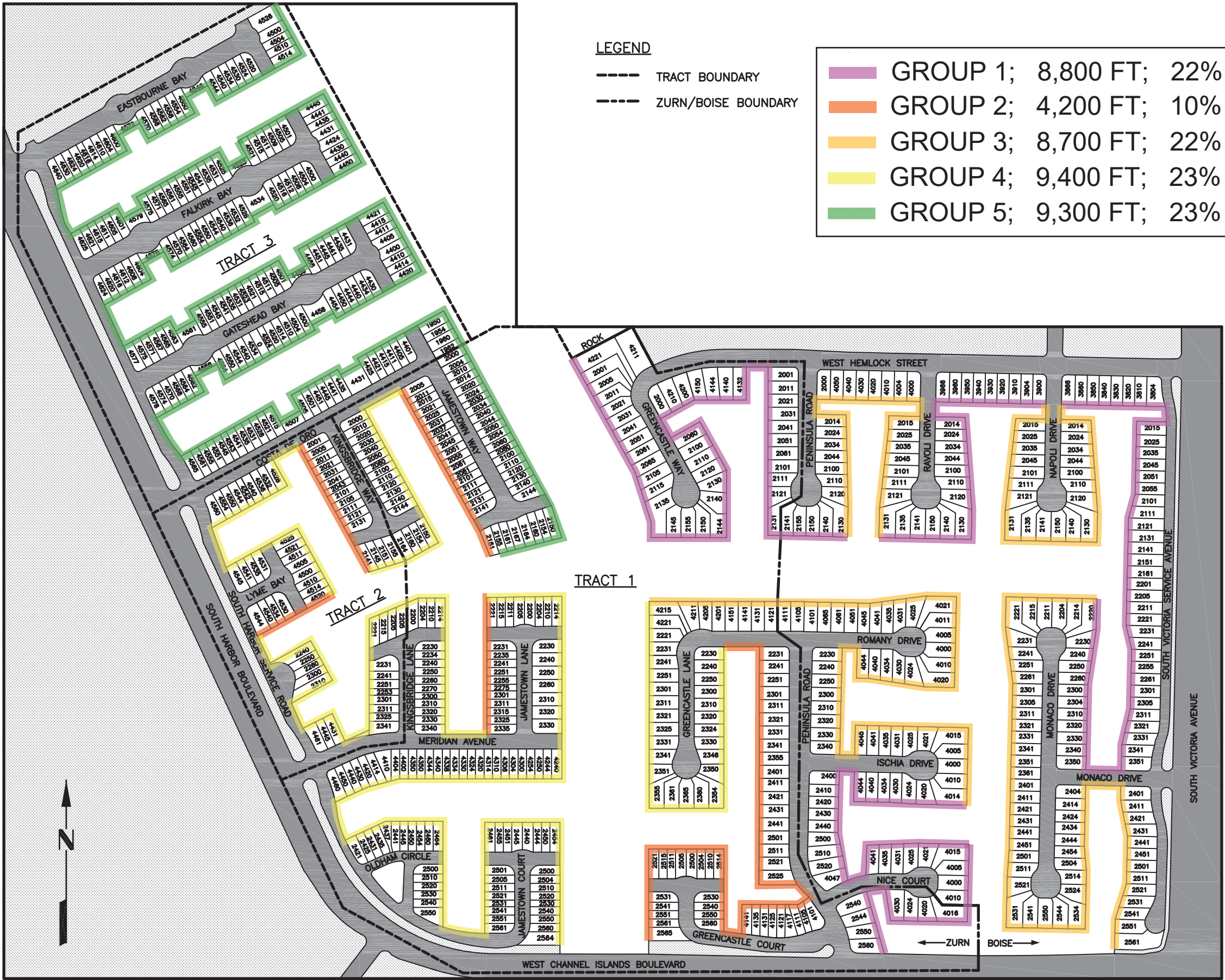
FIGURE TITLE  
PHASING  
CONCEPT PLAN

PROJECT NO.

SCALE  
1" = 350'

DATE  
2/3/2020

Figure 11



## 4.2 REPAIR SCHEMES CONSIDERED

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### 4.2.1 Boise Walls

#### 4.2.1.1 Tieback Wall (Scheme A)

This option would install new precast concrete panels in front of the existing wall on top of the existing footing, with the gap between the new and existing panels filled with grout. The new panels would be held in place with tiebacks. Depending on the panel sizes and the tieback spacing, a waler beam may be required as well. The tiebacks would be angled down at approximately 20 degrees from horizontal and would be long enough to reach the non-liquefiable dense sands starting at approximately EI -12 to EI -17.

Because this option relies on the existing footing and piles, those elements will need to be maintained and protected. This includes preventing undermining of the footing that would allow marine borers access to the footing.

This option has a couple of issues that need to be verified through additional geotechnical analysis to confirm this is a viable option. First, because the footing sits within liquefiable material, it is possible that in a severe earthquake, liquefied sand could flow out underneath the footing and between the piles causing settlement. Second, the tiebacks will create an additional downward load on the existing footing and piles, and the ability of the existing foundation to take that load will need to be confirmed. This is a particular concern for the Boise walls, which have a single line of piles.

**Pros:**

- Minimal disruption to residents
- Relatively inexpensive
- Can be designed for seismic load

**Cons:**

- Relies on the existing footing and piles for vertical support.
- Some potential geotechnical issues need to be confirmed to ensure this option is viable

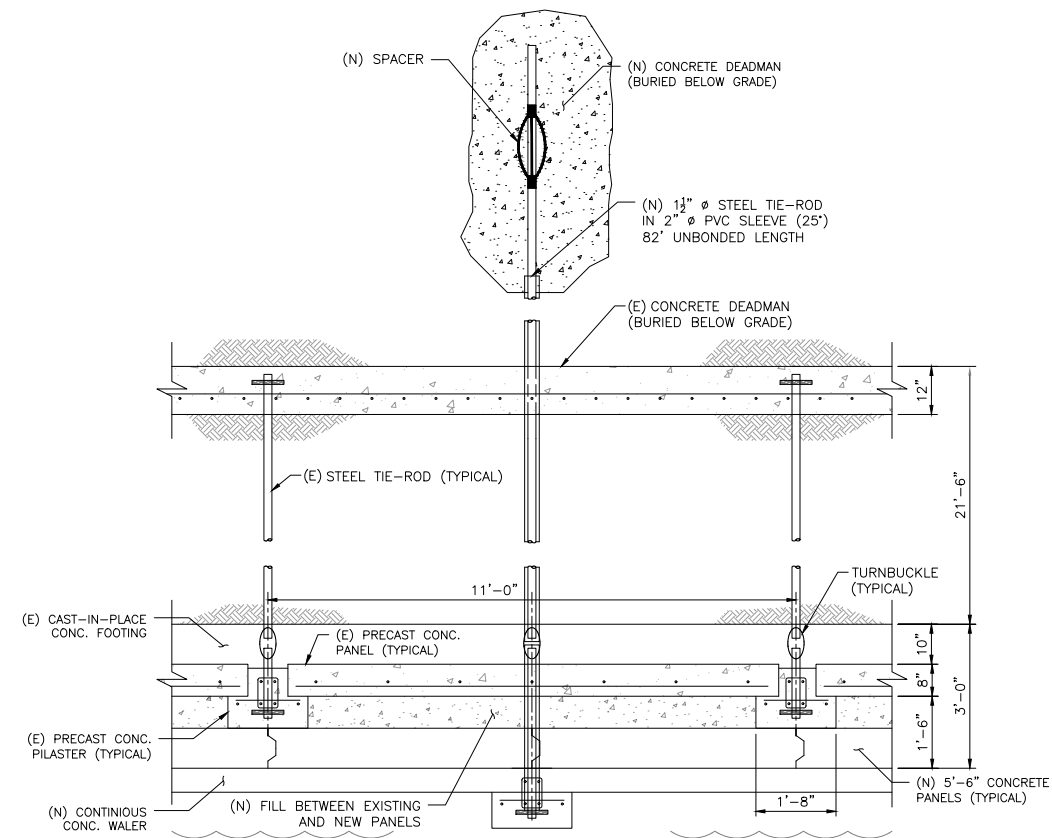
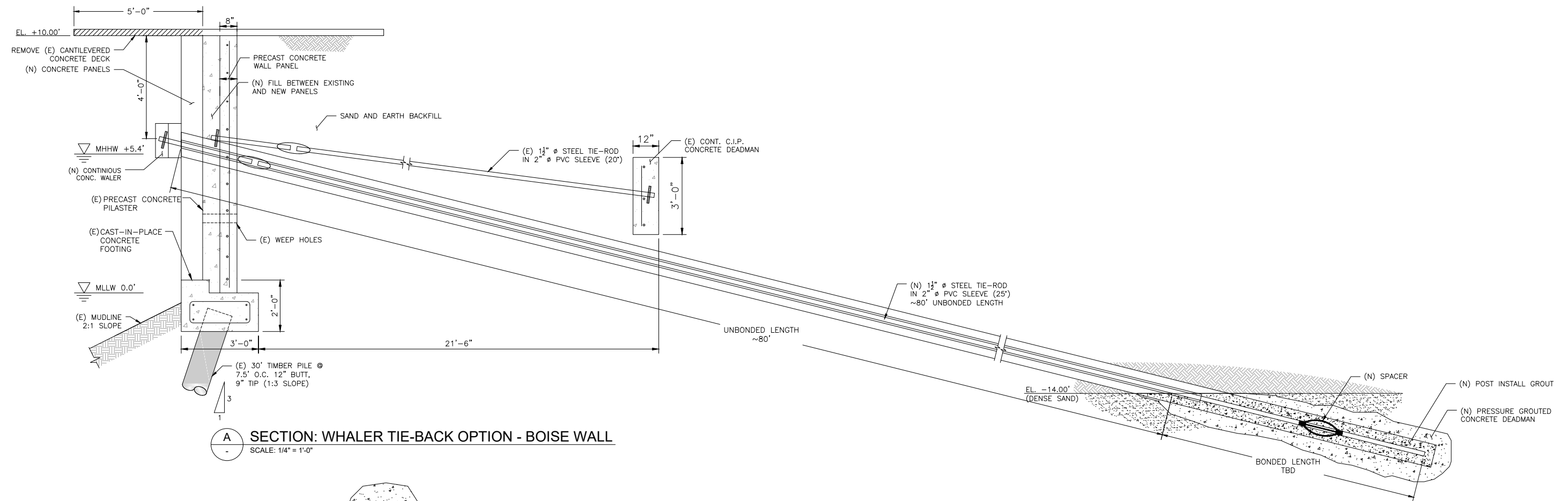


Figure 12





#### 4.2.1.2 Steel Sheet Pile Wall Installation (Scheme B)

This scheme would install a new steel sheet pile wall in front of the existing seawall with backfill between the new and existing walls. The advantages and disadvantages of this option are similar to Scheme C, but the need to potentially remove overhanging decks makes it somewhat more disruptive. Drawings of the original construction show the piles as 30 feet long at a 3 to 1 batter. Therefore, in order to miss the existing battered piles, the new sheet pile would have to be placed approximately nine feet out from the face of the existing wall if the piles are the full length. It is likely that at the distance, most of the overhanging decks would be far enough from the work that they could be left in place. The primary advantages of this wall type are that it can be designed to resist code-level seismic and liquefaction loading, and it is a very standard type of seawall construction.

**Pros:**

- Permanent solution that would completely replace the existing seawall with new construction more resistant to deterioration
- Could be designed for liquefaction making the seawall more earthquake resistant than currently
- Very typical seawall construction method

**Cons:**

- Expensive
- Extends significantly beyond current footprint of wall and footing.
- Could be relatively disruptive to homeowners. Would possibly require removing and replacing some decks that overhang the seawall.
- Large offset will require significant amounts of fill and coverage of existing bottom could make permitting difficult.

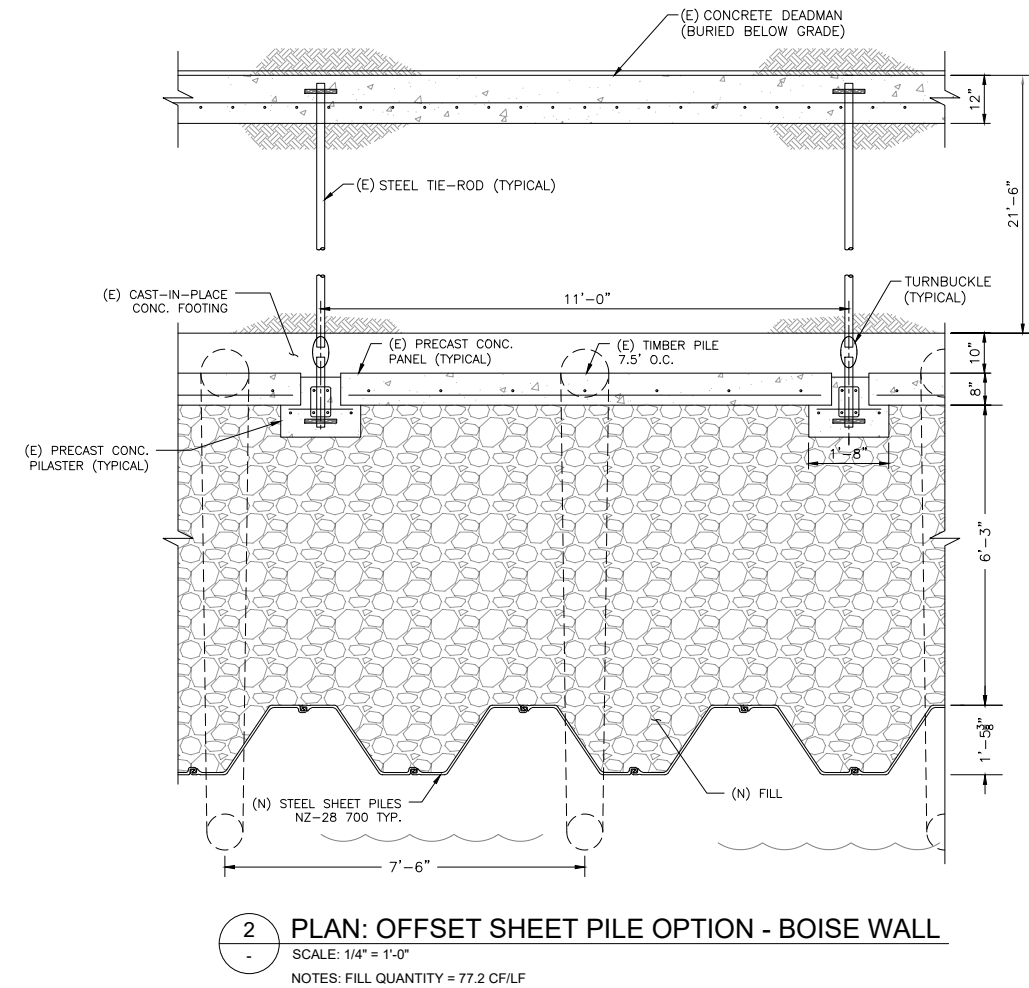
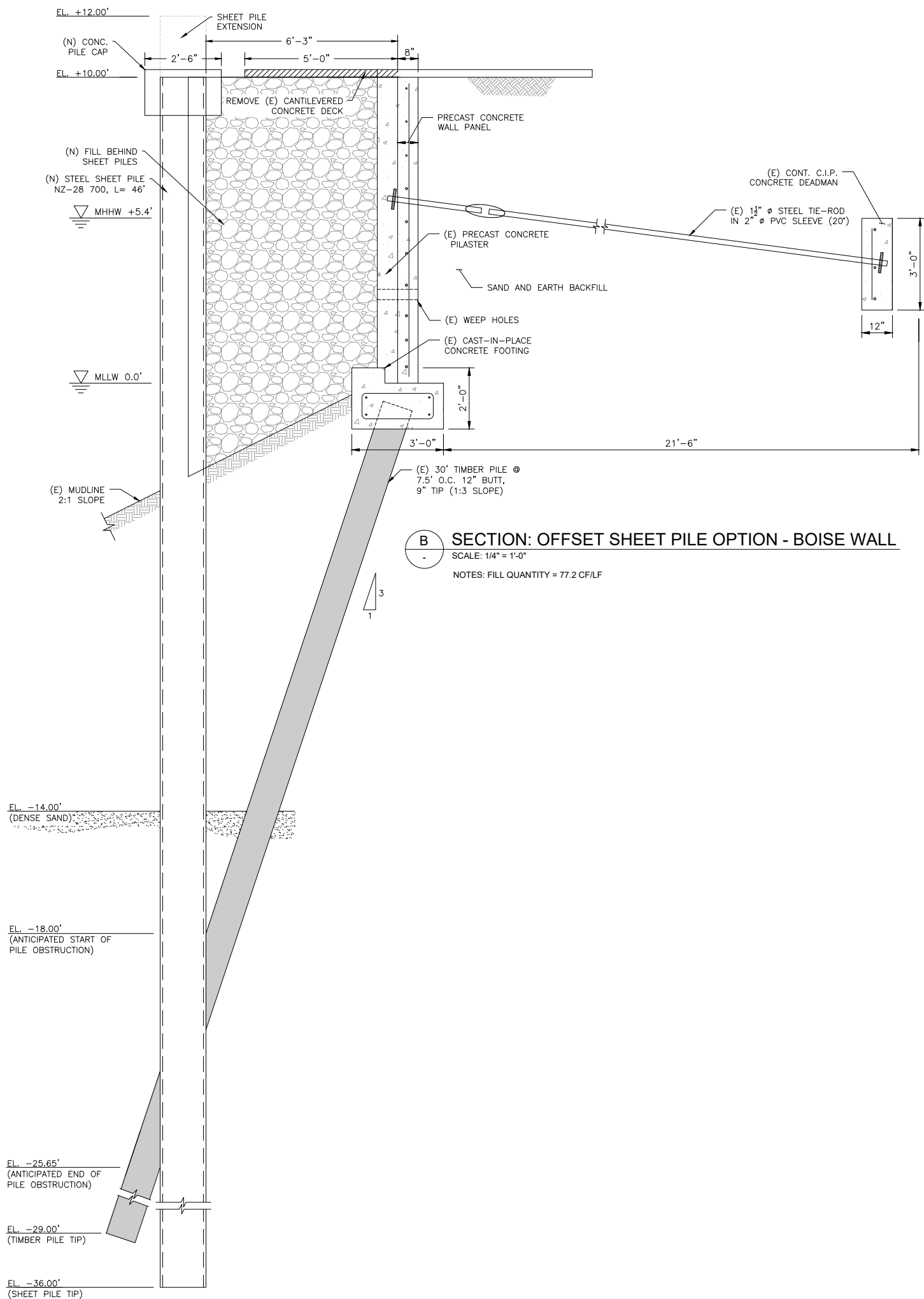


Figure 13





#### 4.2.1.3 New Cantilever Soldier Piles with New Panels (Scheme C)

In this option, new soldier piles would be driven in front of the footing of the existing wall, panels would be placed between the piles and the gap between the existing wall and the panels would be filled. Because the headroom above the wall is limited where decks overhang it, the panels would be individual pieces of limited height stacked to reach the top height of the new wall. Piles could be either precast concrete tee shapes (most likely prestressed), or stainless steel or carbon steel H-shapes. The panels would most likely be precast concrete, set behind precast concrete piles or between the flanges of steel H-piles. Alternatively, fiberglass may be an option for the panels. The fill would either be sand or gravel, or a very low strength concrete known as CDF, depending on which is most economical. The new piles can be placed to avoid the existing battered piles, so the new wall could be placed close the face of the existing footing at the potential cost of having to adjust panel lengths in a few places if a new pile hits an existing pile and has to be moved.

Because of the limited headroom the piles would have to be driven from above the deck level. This means that holes would have to be cut through any overhanging decks wherever piles are to be driven and then repaired afterward. The tradeoff for this extra level of disruption to the homeowners, is that the new wall would be structurally independent and therefore the life of this construction would not be dependent on the existing wall with its ASR problems. As such, the wall could be designed with an expected life of 75 years or more. In addition, the wall could be designed to resist loads due to seismic events, including liquefaction of the fill, which would be an improvement on the existing situation.

##### Pros:

- Permanent solution that would completely replace the existing seawall with new construction more resistant to deterioration
- Could be designed for liquefaction making the seawall more earthquake resistant than currently

##### Cons:

- Expensive
- Extends outside current footprint of wall and footing.
- Disruptive to homeowners. Installing soldier piles will require cutting holes in decks that overhang the seawall.
- Pile driving likely to be objectionable to residents and could lead to liquefaction and settlement. (Alternative pile installation methods to avoid this issue will significantly increase cost for this option.)
- If not carefully constructed, lagging could be uneven and/or allow leaks of backfill, which would be unattractive.

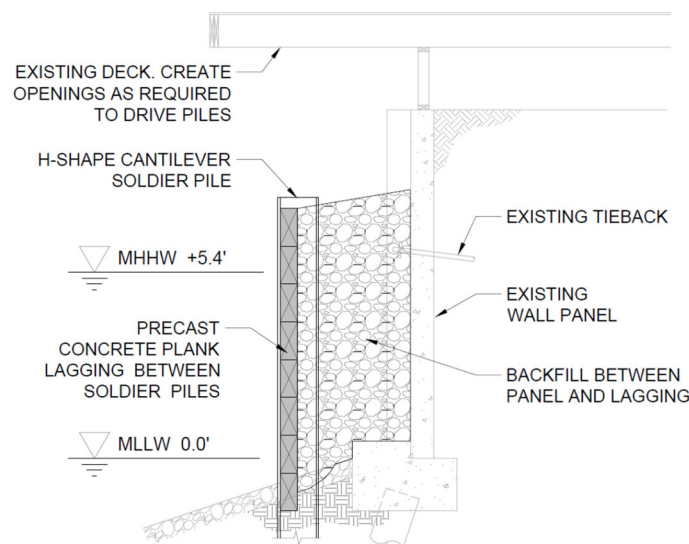


Figure 14 - Cantilever soldier pile and lagging

#### 4.2.1.4 New Soldier Piles Tied to Existing Pilasters with New Panels (Scheme D)

This is similar to the option above, but because the piles would be secured to the existing footings and pilasters, the wall could be installed entirely below the decks. In this case, the piles would be steel H-sections—most likely stainless steel—and would be secured at the base and near the tieback elevation. The options for panels and fill are the same as for the cantilever soldier pile option except that the gap to be filled would be much smaller, increasing the likelihood that CDF would be the more economical option. This option avoids the need to touch the decks, but because it would still rely on the existing footings pilasters and tiebacks it will still be vulnerable to some of the existing degradation modes, although they will be slowed to some extent by the addition of the new layer.

##### Pros:

- New panels functionally replace the existing panels, which are the hardest and most expensive part of the existing system to protect.
- Relatively quick to install
- Required pile size smaller than for cantilever option
- Low level of disruption

##### Cons:

- Expensive, but likely less so than the cantilever option
- Does not do anything to protect the pilaster or footings, but still partially relies on them.
- Covers, but does not fully protect existing wall. Hides existing from inspection.
- Does not address seismic vulnerability

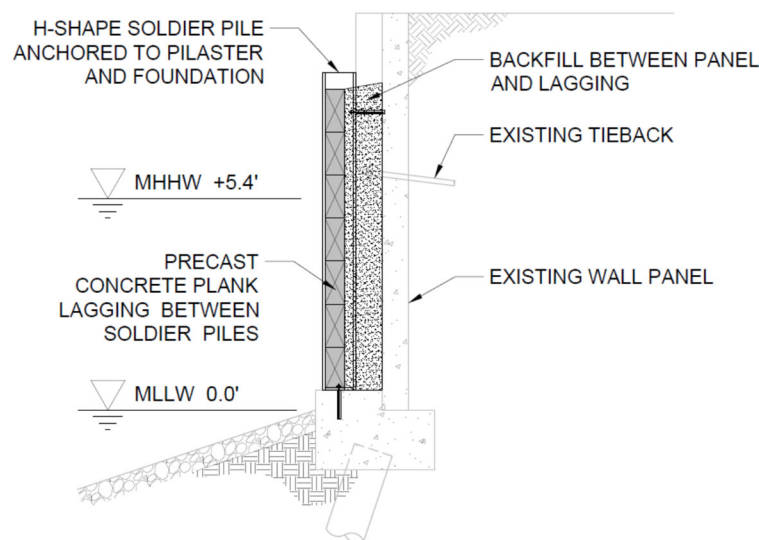


Figure 15 - Soldier piles bolted to existing pilasters

#### 4.2.1.5 New Concrete Pilaster Jackets and Panel Facing (Scheme E)

This is the method proposed in Phase C of the previous work. It consists of a new concrete jacket around the pilaster and a new approximately 4" thick concrete facing on the panels. Surface preparation off the existing concrete would consist of chipping with handheld tools to remove loose concrete. The new concrete should be a low-permeability marine mix proportioned following ACI recommendations for limiting susceptibility to ASR and to marine attack. The pilaster repair is the same as proposed in Phase C of the previous work. The pilaster jackets and panel facings could be done independently depending on the repair priorities at different locations.

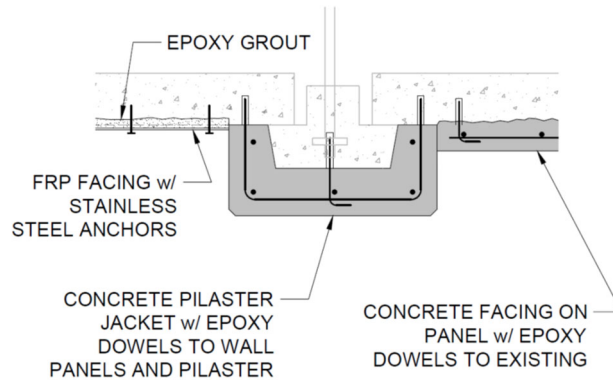


Figure 16 - Concrete pilaster jacket (shown with concrete and FRP panel facings)

**Pros:**

- Creates a barrier layer limiting seawater penetration to the existing concrete slowing the alkali silica reaction and reinforcing corrosion.
- Reinforcing in pilaster jackets and panel facings will resist expansive forces from continuing ASR.
- Existing jackets done for previous repairs appear to be surviving well.
- Conventional construction allows for a large pool of potential contractors.
- Separates repairs of pilasters and panels, so pilasters (which are generally in worse condition) can be prioritized.

**Cons:**

- Existing reinforcing may continue to corrode
- Extension of design life unknown
- Does not address seismic vulnerability

#### 4.2.1.6 Fiberglass Pilaster Jackets and Panel Facings with Epoxy Grout (Scheme F)

This option is similar to Scheme A but uses FRP pilaster casings and panel facings with epoxy resin filler instead of concrete. The pilaster casings would be U-shaped and would need to be held in place by bolting to the faces of the panels on either side of the pilaster. The panel facings would be secured to the existing concrete using anchors spaced as required by the manufacturer. The pilaster casings would have a minimal annular space (approx. ½ to 1 inch). Concrete preparation for the pilasters would be the same as Scheme A, but the preparation of the panels would be by hydro blasting to a depth of 1 to 1½ inches (plus removal of any loose concrete. The panel repair is the same as proposed in Phase C of the previous work. As with Scheme A The pilaster jackets and panel facings could be done independently depending on the repair priorities at different locations, and concrete plaster jackets could be matched with FRP panel facings or vice versa.

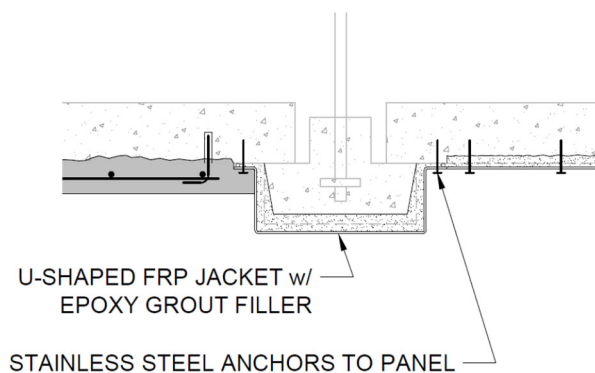


Figure 17 - FRP pilaster jacket (shown with concrete and FRP panel facings)

**Pros:**

- Creates a barrier layer limiting seawater penetration to the existing concrete slowing the alkali silica reaction and reinforcing corrosion.
- FRP pilaster jackets will resist expansive forces from continuing ASR on front face of pilaster.
- Lighter weight and easier handling may allow use of smaller equipment.
- Separates repairs of pilasters and panels, so pilasters (which are generally in worse condition) can be prioritized.

**Cons:**

- Limited number of manufacturers for FRP casings
- U-shaped casings not a typical application of FRP
- Likely to be more expensive than concrete repairs
- Existing reinforcing may continue to corrode
- Extension of design life unknown
- Does not address seismic vulnerability

**4.2.1.7 Riprap Stabilization (Scheme G)**

A very simple option for stabilizing the walls would be to install riprap (or other fill protected by rip rap) on the water face of the walls to stabilize them. The height and angle of the fill would be such that the fill would be stable on its own and would not rely on the existing wall. Designing for seismic stability would require a flatter slope (i.e. more material and larger covered area). Seismic stability will also require the new fill to be extended down to the dense soil found around Elevation -15 (approximately 10 to 12 feet below the existing channel bottoms), requiring a large amount of excavation and disposal, and significantly increasing the amount of material required. Further, a conceptual-level geotechnical analysis found that even a slope of 3:1 (horizontal to vertical) would not provide the resistance required to hold the existing ground level once the existing walls have lost capacity. Therefore, it has been judged not feasible to achieve the required seismic resistance using this scheme.

**Pros:**

- Essentially permanent
- Can be installed quickly with relatively simple mobilization
- Minimal engineering required

**Cons:**

- Would require docks be moved further away from walls, which would require revisions to pier head line. In narrower channels there may not be sufficient room, so might require elimination of docks, which is assumed to be unacceptable to homeowners. Therefore, probably only feasible on wider channels.
- Feasibility depends on slope and depth of channel bottoms at base of walls. Limited information currently available so would require bathymetric survey.
- Large encroachment on existing soft bottom, and significant excavation will cause permitting difficulty.



#### 4.2.1.8 Epoxy Crack Injection of Panel Faces (Scheme H)

In lieu of refacing the panels, epoxy injection of cracks could be considered. The key caution with this option is that if the conditions that caused the initial cracking are still active, the concrete is likely to crack again adjacent to the repaired cracks. However, given that the wall panels are nearly 50 years old and most are still in serviceable condition, the extension of service life of the panels from this option could be adequate even if they re-crack, as long as the locations of corrosion in the reinforcing are shifted. This option won't do anything to repair or protect the panel surface from further deterioration, so is probably not viable where there is significant degradation of the panel surface.

If the city wishes to investigate this option further, a test program could be instituted where some number of panels with a variety of crack patterns and levels of severity are repaired using this method then evaluated periodically to determine the extent to which the cracking reoccurs.

Note that, if selected, this option should be combined with the pilaster jacketing from Scheme A or Scheme B. Epoxy injection is not considered to be an adequate repair for any but the most lightly deteriorated pilasters.

**Pros:**

- Relatively low cost
- Quick to accomplish

**Cons:**

- Does not repair the concrete surface or protect it from further deterioration
- Does not strengthen the wall panels
- Concrete may crack again adjacent to the repaired cracks in a short amount of time.
- Extension of service life is uncertain and will depend on extent, locations and severity of re-cracking
- Repair locations will be obvious and may be considered unattractive
- Does not address seismic vulnerability

#### 4.2.1.9 Stainless Steel Reinforcing Straps (Scheme I)

In this repair, after removing loose concrete in the immediate area, stainless steel straps would be set on a thin bed of epoxy mortar and bolted to the exterior face of a pilaster or panel parallel to the primary reinforcement (vertical on pilasters, horizontal on panels.) These straps would serve as external reinforcing to replace corroded rebar in the concrete. Outside of the concrete directly underneath them, the straps will not repair existing damage or protect the concrete against continuing degradation, so the effectiveness of this repair will decrease as the concrete continues to degrade, around and underneath the straps. Therefore, the effective life in most cases will be limited—potentially in the worst cases to as little as a few years. However, because these straps could be fabricated quickly and installed by a small crew with a minimum mobilization effort, this may be a good option for emergency repairs.

**Pros:**

- Can be installed quickly with minimal mobilization
- Straps could be prefabricated for use in emergency situations

**Cons:**

- Does not do anything to slow concrete degradation
- Continuing damage to concrete around straps will eventually reduce effectiveness of repair.
- Extension of design life unknown, but may be short
- Does not address seismic vulnerability



#### **4.2.1.10 Replacement In-Kind (Scheme X)**

In-kind replacement of the Boise Walls is not practical. Providing enough length for effective tiebacks in front of the existing wall would place the new walls too far out into the channel. Reuse of the existing tie backs is possible but would require a very complicated sequence of temporary shoring, demolition and new construction; and replacement of damaged tiebacks would be nearly impossible since the anchored ends are now underneath houses in most cases. Even excluding those difficulties, walls supported by tiebacks are susceptible to damage and even collapse due to earthquake-induced liquefaction and the use of tieback walls would usually not be recommended for new permanent construction today in an area like this.

Therefore Zurn-type cantilever walls have been assumed as the 'in-kind' replacement for the Boise Walls. This option is described below in the Zurn Wall section as Scheme X. Use of this scheme for replacement of the Boise Walls would have the same pros and cons as for the replacement of the Zurn walls

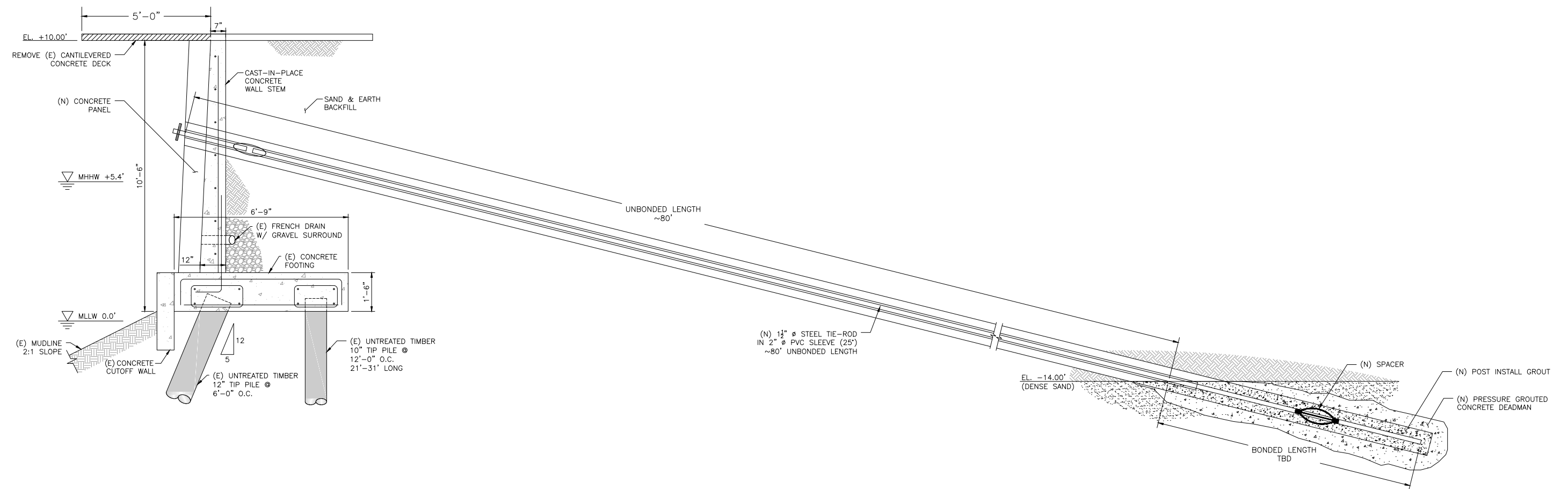
### **4.2.2 Zurn Walls**

#### **4.2.2.1 Tieback Wall (Scheme J)**

This scheme is essentially the same as for the Boise walls, but the wider footing with two lines of piles makes the geotechnical issues less likely to preclude this option. (See Figure 19)

#### **4.2.2.2 Steel Sheet Pile Wall Installation (Scheme K)**

This scheme is essentially the same as the steel sheet pile wall option discussed for the Boise walls. (See Figure 20)



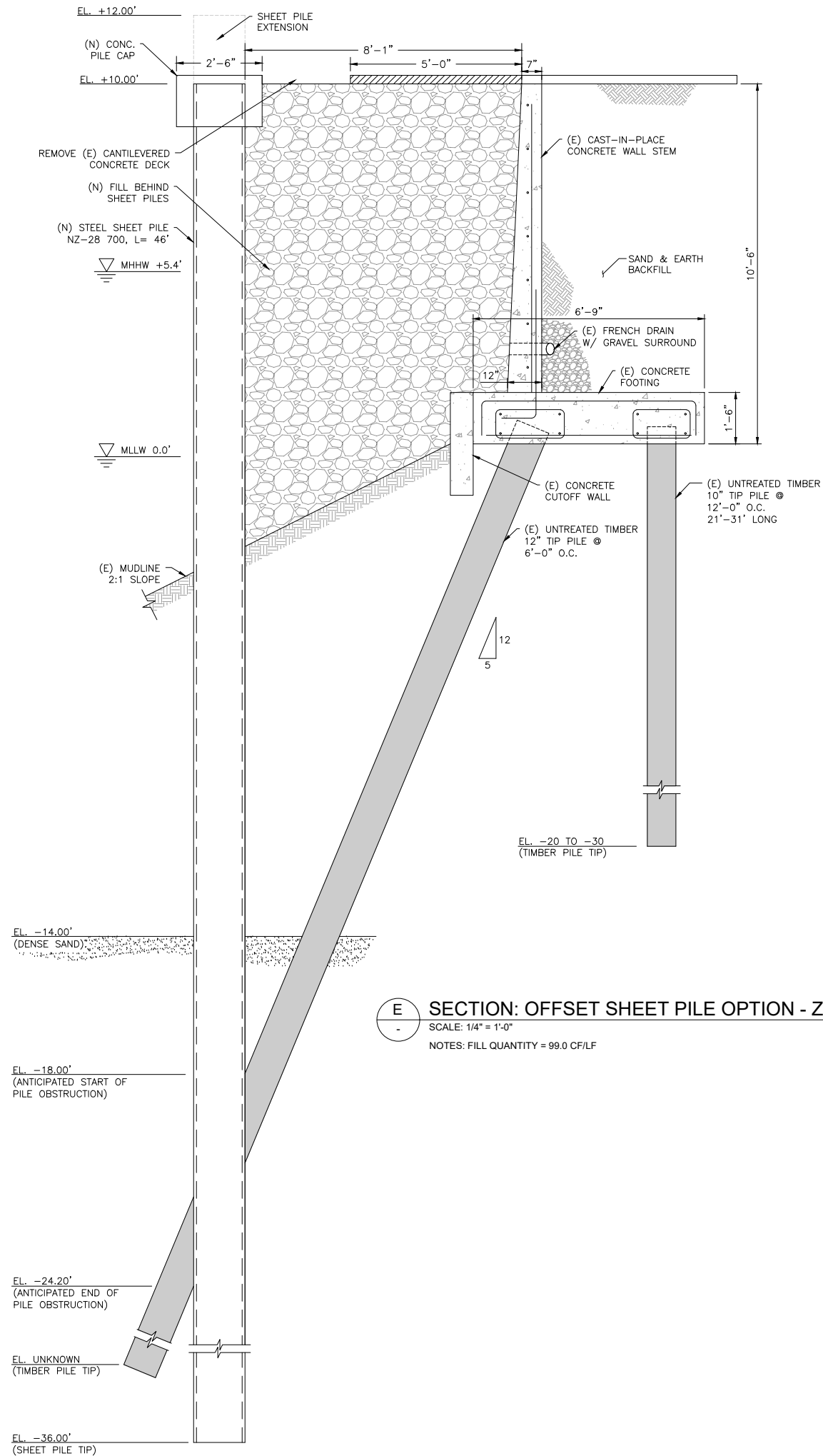
**D** SECTION: WHALER TIE-BACK OPTION - ZURN WALL  
SCALE: 1/4" = 1'-0"

Figure 19

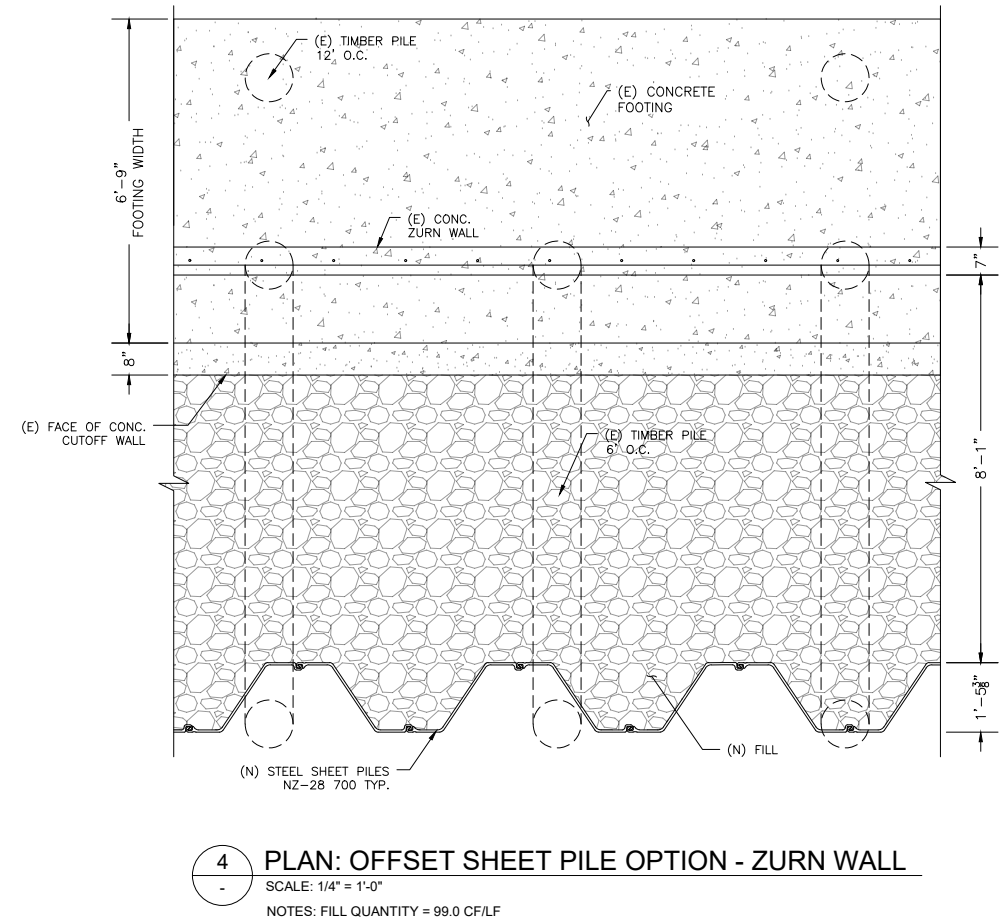


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**E** SECTION: OFFSET SHEET PILE OPTION - ZURN WALL  
SCALE: 1/4" = 1'-0"  
NOTES: FILL QUANTITY = 99.0 CF/LF



**4** PLAN: OFFSET SHEET PILE OPTION - ZURN WALL  
SCALE: 1/4" = 1'-0"  
NOTES: FILL QUANTITY = 99.0 CF/LF

#### 4.2.2.3 New Cantilever Soldier Piles with New Panels (Scheme L)

This scheme is essentially the same as the cantilever soldier pile option discussed for the Boise walls.

#### 4.2.2.4 Removal and Replacement of Face Concrete (Scheme M)

This is the method proposed in Phase C of the previous work. Approximately four inches of concrete (along with any loose material below that) would be removed and replaced with new pneumatically applied (shotcrete) low-permeability marine concrete proportioned following ACI recommendations for limiting susceptibility to ASR and to marine attack. Dowels into the existing concrete would be provided to protect against delamination of the new concrete from the existing if the expansion due to ASR continued. (This is a modification to the previously proposed detail.)

**Pros:**

- Creates a barrier layer limiting seawater penetration to the existing concrete slowing the alkali silica reaction and reinforcing corrosion.

**Cons:**

- May require shoring of the wall until new concrete has cured
- Extension of design life unknown
- Does not address seismic vulnerability

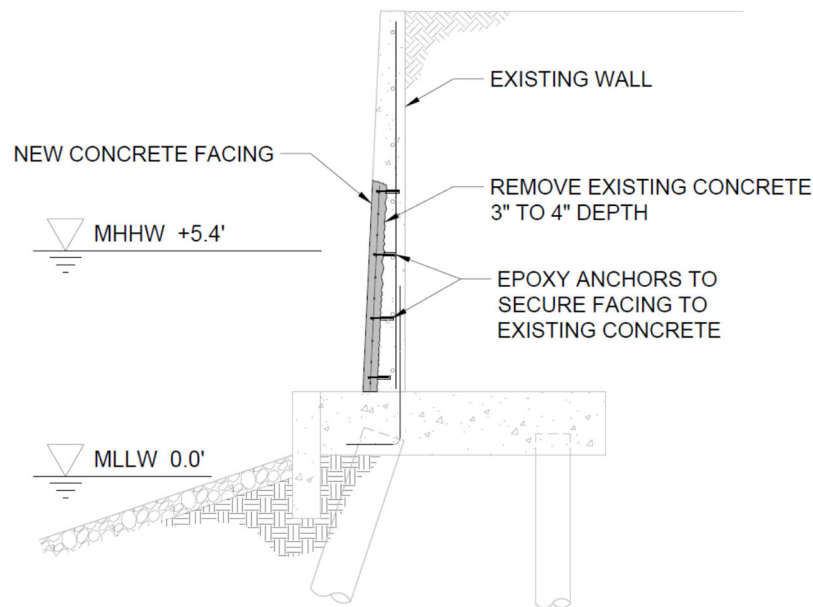


Figure 21 - Remove and replace surface concrete

#### 4.2.2.5 New Concrete Facing (Scheme N)

This is similar to Scheme I, but the concrete removal would be limited to loose material and the new facing would extend further out than the existing concrete. Because it would be a thicker layer, the new concrete could be formed and placed conventionally.

**Pros:**

- Creates a barrier layer limiting seawater penetration to the existing concrete slowing the alkali silica reaction and reinforcing corrosion.

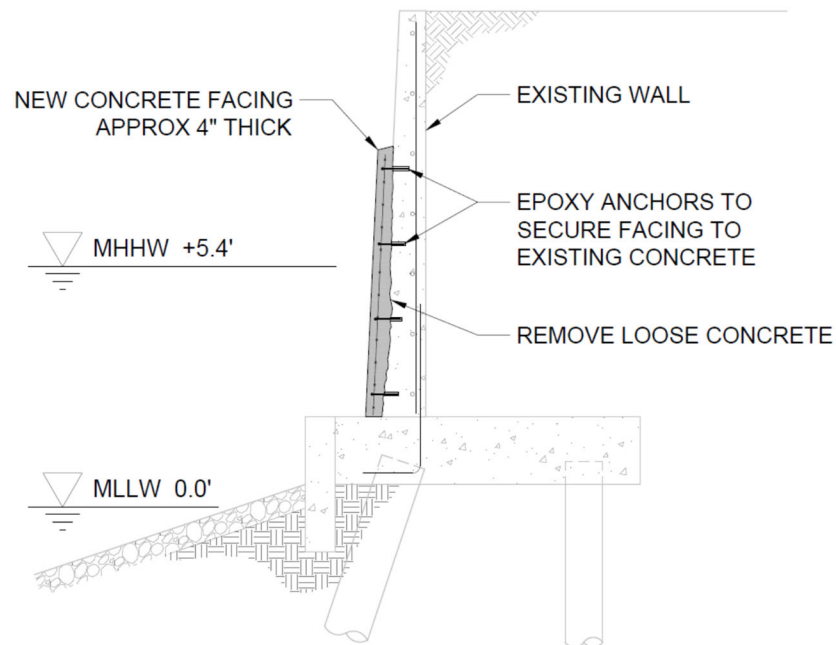


Figure 22 - New concrete facing

**Cons:**

- May require shoring of the wall until new concrete has cured, but less likely to be necessary than for Scheme (I).
- Extension of design life unknown
- Does not address seismic vulnerability

#### 4.2.2.6 Concrete Buttresses (Scheme O)

In this scheme concrete buttresses would be added in front of the front face of the wall and doveled into it. The buttresses would utilize the existing reinforcing at the back face of the wall, but make the effective section deeper, increasing the strength of the wall. In addition, the buttresses would become the compressive element of the section, reducing the importance of the degrading front face of the existing concrete. The existing wall would span horizontally between buttresses and could tolerate significantly more concrete loss of the front face before requiring repair. Preliminary calculations suggest that the buttresses would need to be spaced about 6 feet on center. The concrete for the buttresses would be a similar mix design as for Scheme J. Alternatively, steel buttresses could be designed that would bolt to the face of the wall and the foundation.

**Pros:**

- Simple construction
- Unlikely to require shoring
- Repairs to the face concrete between buttresses could be delayed since the demand on the existing concrete would be reduced

**Cons:**

- Does not protect existing concrete between buttresses, so deterioration of the wall face will continue unabated.
- Deterioration could undermine the interface between the buttress and the existing wall, weakening the repair and shortening its effective life
- Continuing degradation of the wall face will be unattractive and could be concerning to residents
- Does not address seismic vulnerability

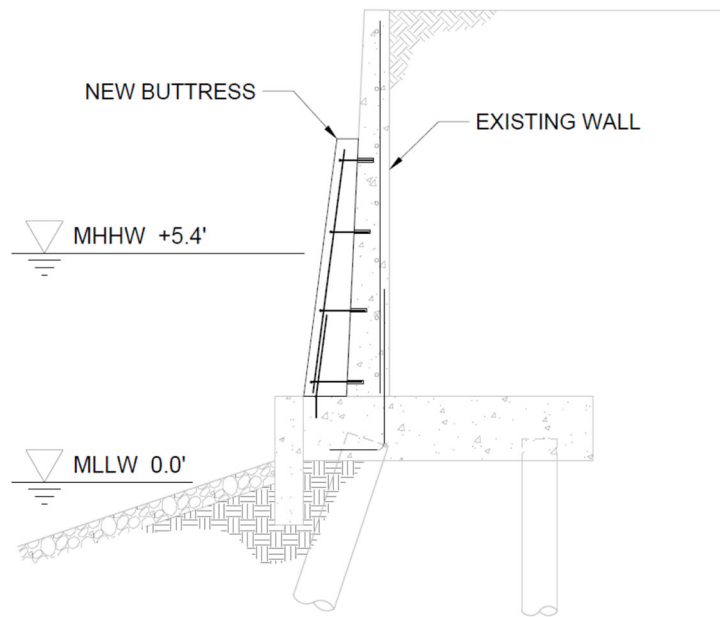


Figure 23 - Buttresses

#### 4.2.2.7 Riprap Stabilization (Scheme P)

This scheme is the same as for the Boise walls.

#### 4.2.2.8 Epoxy Filling of Base Joints (Scheme Q)

Unless a new facing is added to the wall that will protect the base joint (i.e. Scheme I or J), any area where the joint at the base of the Zurn wall is open or significantly deteriorated should have the joint filled by epoxy injection using standard methods. This will slow the corrosion of the reinforcing at the base of the wall.

#### 4.2.2.9 Replacement In-Kind: New Cantilever Concrete Shear Wall (Scheme X)

In this option, the new wall would be similar to the existing Zurn walls—as close as possible to replacement in-kind. In order to avoid the need for shoring, the new walls would be built in front of the existing walls with the old walls left in place. After the walls were completed the gap between the new and old walls would be backfilled. Because of the length of footing required behind the wall the new wall would likely have to be built at least 8 feet in front of the existing wall and part of the sloped channel bottom would have to be excavated to provide a level foundation. In order to protect the existing wall during construction, excavation protection would need to be installed or the new wall would have to be moved even further out into the channel.

##### Pros:

- Permanent solution that would completely replace the existing seawall with new construction more resistant to deterioration
- Could be designed for liquefaction making the seawall more earthquake resistant than currently

##### Cons:

- Cast-in-place construction would require cofferdam, significantly increasing cost.
- Extends significantly outside current footprint of wall and footing.
- Required pile driving for foundation likely to be objectionable to residents
- Longer required construction time than other options



### 4.2.3 Foundation Repairs

Foundation repair work is the same for both types of seawall, so these repairs have been placed in a separate section. Because there are limited options for filling voids under the footings and, if necessary, repairing damaged piles, for this work only the recommended options are presented.

#### 4.2.3.1 Grout Voids under Foundations

This is the same repair presented in previous reports. A piece of sheet pile is used as a stay-in-place form set just in front of the footing and grout is placed behind the form to fill underneath the footing. To limit damage and future undermining from continuing scour, the sheet pile should extend a minimum of six inches and preferably 12 inches or more into the existing bottom. In areas expected to be subject to scour, such as wall corners, the bottom adjacent to the sheet pile should be protected with stone sized to resist the maximum expected current velocities.

#### 4.2.3.2 Jacket Damaged Piles Followed by Grouting Voids

Where the piles have lost material, prior to grouting underneath the footings, the piles should be repaired. The simplest and most cost-effective repair is to install two-piece fiberglass jackets around the pile extending below the damaged area by 12 to 18 inches and up to the underside of the footing and fill the jackets with non-shrink grout. Installing the jackets to the required length below the pile damage will likely require some excavation.

## 5.0 FEASIBILITY OF REPAIR SCHEMES

The different repair schemes have been compared for the two different wall types using a matrix for each wall type. The matrices compare the different schemes across seven evaluation criteria: construction cost, expected effective life improvement, constructability, disruption to residents, likelihood of regulatory difficulties, potential for capacity improvement, and appearance of the finished work. All of the criteria are rated from a scale of 1 to 5 with 1 being worst and 5 being best. In addition, each criterion has a weighting factor applied to it based on the overall importance of the criterion in assessing the overall ranking of options. The specific criteria are described further below, followed by the evaluation matrices.

### 5.1 EVALUTION CRITERIA

#### 5.1.1 Construction Cost

This criterion provides a relative ranking of the expected order-of-magnitude construction costs for the different schemes considered. The following are the Rough Order of Magnitude (ROM) construction costs.

#### Mandalay Bay Repair Scheme Rough Order of Magnitude (ROM) Cost Estimate - Boise Wall (Assume 3.5 Miles)

| Scheme                                                    | Cost (\$USD) | Unit |
|-----------------------------------------------------------|--------------|------|
| Scheme A – Tieback Wall                                   | \$ 4,277     | LF   |
| Scheme B - Steel Sheet Pile Wall Installation             | \$ 7,382     | LF   |
| Scheme C - New Cantilevered Soldier Piles with New Panels | \$ 7,037     | LF   |

|                                                                           |    |        |    |
|---------------------------------------------------------------------------|----|--------|----|
| Scheme D - New Soldier Piles Tied to Existing Pilasters with New Panels   | \$ | 4,050  | LF |
| Scheme E - New Concrete Pilaster Jackets and Panel Facing                 | \$ | 4,000  | LF |
| Scheme F - Fiberglass Pilaster Jackets and Panel Facings with Epoxy Grout | \$ | 3,850  | LF |
| Scheme G - Riprap Stabilization                                           | \$ | 10,094 | LF |
| Scheme H - Epoxy Crack Injection of Panel Faces                           | \$ | 440    | SF |
| Scheme I - Stainless Steel Reinforcing Straps                             | \$ | 6,800  | EA |

\* = Designed for Seismic

\*\*=No Seismic Benefit

### Mandalay Bay Repair Scheme Rough Order of Magnitude (ROM) Cost Estimate - Zurn Wall (Assume 3.5 Miles)

| Scheme                                                    | Cost (\$USD) | Unit |
|-----------------------------------------------------------|--------------|------|
| Scheme J – Tieback Wall                                   | \$ 4,155     | LF   |
| Scheme K - Steel Sheet Pile Wall Installation             | \$ 7,382     | LF   |
| Scheme L - New Cantilevered Soldier Piles with New Panels | \$ 7,037     | LF   |
| Scheme M - Removal and Replacement of Face Concrete       | \$ 2,900     | LF   |
| Scheme N - New Concrete Facing                            | \$ 2,600     | LF   |
| Scheme O - Concrete Buttress                              | \$ 3,150     | SF   |
| Scheme P - Riprap Stabilization                           | \$ 10,094    | LF   |

\* = Designed for Seismic

\*\*=No Seismic Benefit

### 5.1.2 Maintenance Cost

This criterion ranks the estimated maintenance costs over the life of the wall. For all the options the maintenance costs are expected to be low relative to the construction costs.

### 5.1.3 Design Life

This criterion provides a relative rating of the extent to which each of the schemes is expected to extend the effective life of the wall. Schemes that entirely replace the existing seawall received the highest rating since the design life of those systems can be controlled to the greatest extent and do not rely on any parts of the existing walls. Other schemes have been rated primarily based on the extent to which they protect the wall from the existing degradation mechanisms.

In general, the design life of the replacement schemes can be chosen (Schemes D, F, L and N). For instance, for one project Tetra Tech designed concrete block walls in salt water to have a predicted design life of 100 years using special concrete mixes and high covers. The replacement steel sheet-pile sea wall Tetra Tech designed for the City of Long Beach has a predicted design life of 75 years obtained using corrosion allowances (i.e. extra steel thickness) in the design of the sheet pile. Typically, a predicted design life of 50 to 75 years is easily obtainable for new construction at a reasonable cost. Riprap stabilization (Schemes H and N) is expected to be an essentially permanent solution. The cost estimates for the replacement schemes are based on a design life of 75 years.

Predicting design life for the repair options is more difficult. New elements—for instance the concrete used for pilaster jackets or concrete facing—can be designed much like the new options to reach a desired predicted design life. However, all the repair options rely on parts of the existing walls, as well. These areas are in better shape and less prone to the areas being replaced but will still continue to degrade and could still end up controlling the overall time-to-failure. In addition, the interfaces between new and existing materials can provide a path for ingress of seawater allowing degradation to continue in those areas. This can be seen with some of the existing pilaster jacket repairs where the new concrete is in very good condition, but the existing concrete has spalled leaving gaps. In general, repair options that cover more of the exposed face of the wall, especially in the tidal zone will fare better and last longer. In all cases though, the back faces of the wall will remain exposed to salt water and, although degradation in those areas appears to be progressing slowly based on the excavations described by TranSystems, it is still occurring.

### 5.1.4 Constructability

This criterion rates the ease-of-construction of the various schemes. Schemes that require lower levels of mobilization/demobilization effort, that require smaller crews and that use common construction techniques received higher ratings.

### 5.1.5 Disruption

This criterion addresses the extent to which construction of an option is expected to cause disruption to the homeowners. Schemes that can be constructed nearly or entirely from the water side of the wall and that do not affect the existing decks received the highest ratings. Options that required removal or alteration of existing decks received the lowest ratings.

### 5.1.6 Regulatory

This criterion considers how difficult obtaining regulatory approvals for the work is likely to be. The most likely areas of difficulty are expected to be wetlands permitting and Coastal Commission approval if either of those processes are triggered. Therefore, in general, repair schemes that are entirely within the footprint of the existing wall and footing are assumed to create little or no regulatory difficulty, and that the score for a scheme goes down the more it encroaches onto existing soft bottom.

### 5.1.7 Wall Capacity

This criterion rates the different schemes on the extent to which they can be designed to increase the capacity of the seawall. The highest ranked schemes could be designed to resist current code levels of seismic loading and liquefaction of the retained fill, which were found to be beyond the capacity of the existing construction. Many of the schemes can be used to strengthen particular portions of the wall, but not increase the overall capacity in significant ways because of the areas (i.e. the foundation) that are not addressed. These options have all been given a rating of 1. Options that provide no strengthening at all, such as epoxy injection, have been given ratings of 0.

As noted above, seismic design of new structural systems (e.g. cantilever sheet pile) would be done to the current Building Code, for which the target performance level is collapse prevention under the maximum credible earthquake (MCE). Starting in 2016, the California Building Code (CBC) has required that liquefaction potential be assessed for the peak ground acceleration from the MCE event. For this site, assuming Site Class D as established by the Geotechnical Report included in the TranSystems Phase B report, the site-modified PGA is approximately 0.84g.

Code-level structural design of the seawalls uses accelerations that are two-thirds of the MCE accelerations based on experience showing that code-level designs can survive ground accelerations approximately 50 percent larger than the design accelerations without collapsing. Therefore, the design PGA for structural design would be approximately 0.56g. Both of these accelerations were determined using the online tool provided by the Applied Technology Council (ATC) at [hazards.atcouncil.org](http://hazards.atcouncil.org).

It should be noted that the seismic accelerations obtained from ASCE 7 are not designated by source. Determining a source fault and magnitude would require a site-specific seismic analysis that is beyond the scope of this report.

### 5.1.8 Appearance

This criterion judges the appearance of the finished repairs. This is somewhat subjective but attempts to separate out options that residents are more likely to judge as unattractive. Options that leave areas of degrading concrete exposed to view have been given lower ratings.

## 5.2 EVALUATION MATRICES

For the purpose of evaluating the schemes, options that can be designed to increase the seismic resistance of the walls beyond the original capacity of the existing walls have been split and ranked separately from the options that are not capable of increased resistance (e.g. they rely on the existing foundations or tie backs.)

Separate matrices have been provided for the Boise wall and the Zurn wall options. Scheme P (the new cast-in-place Zurn-type walls) was judged to be non-competitive and was not included in the evaluation matrices.

## 5.2.1 Boise Walls

Table 4 - Evaluation Matrix for Boise Wall Repair Schemes

|                                                       |                                              | Construction Cost | Maintenance Cost | Effective Life | Constructability | Disruption | Regulatory Issues | Wall Capacity | Appearance | Total    | Ranking  |
|-------------------------------------------------------|----------------------------------------------|-------------------|------------------|----------------|------------------|------------|-------------------|---------------|------------|----------|----------|
| <b>Weighting Factor</b>                               |                                              | <b>2</b>          | <b>1</b>         | <b>3</b>       | <b>1</b>         | <b>1</b>   | <b>1</b>          | <b>2</b>      | <b>1</b>   | <b>-</b> | <b>-</b> |
| <b>Options Designed for Seismic Resistance</b>        |                                              |                   |                  |                |                  |            |                   |               |            |          |          |
| <b>Recommended Options</b>                            |                                              |                   |                  |                |                  |            |                   |               |            |          |          |
| Scheme A                                              | Tieback Wall                                 | 4                 | 3                | 3              | 3                | 4          | 4                 | 3             | 4          | 41       | 1        |
| Scheme B                                              | New cantilever sheet pile wall               | 1                 | 4                | 5              | 3                | 1          | 2                 | 5             | 4          | 41       | 1        |
| <b>Other Options Designed for Seismic Resistance</b>  |                                              |                   |                  |                |                  |            |                   |               |            |          |          |
| Scheme C                                              | New cantilever soldier piles and panels      | 3                 | 3                | 4              | 3                | 2          | 2                 | 4             | 3          | 39       | 3        |
| <b>Options with No Increase in Seismic Resistance</b> |                                              |                   |                  |                |                  |            |                   |               |            |          |          |
| Scheme D                                              | New soldier piles tied to existing pilasters | 3                 | 3                | 3              | 3                | 3          | 3                 | 1             | 3          | 32       | 5        |
| Scheme E                                              | Concrete pilaster jackets and panel facing   | 3                 | 4                | 4              | 3                | 3          | 4                 | 1             | 5          | 39       | 1        |
| Scheme F                                              | FRP pilaster jackets and panel facing        | 2                 | 3                | 4              | 4                | 3          | 4                 | 1             | 4          | 36       | 3        |
| Scheme G                                              | Riprap stabilization                         | 2                 | 5                | 5              | 2                | 1          | 1                 | 4             | 2          | 38       | 2        |
| Scheme H <sup>1</sup>                                 | Epoxy crack injection of panel faces         | 5                 | 1                | 2              | 5                | 5          | 5                 | 0             | 1          | 33       | 4        |
| Scheme I <sup>2</sup>                                 | Stainless steel reinforcing straps           | 5                 | 1                | 1              | 5                | 5          | 5                 | 1             | 1          | 32       | 5        |

<sup>1</sup> Epoxy injection is only applicable to the panels and needs to be combined with a method of pilaster repair such as Scheme A or B.

<sup>2</sup> Scheme G does not protect areas outside of the strap footprints and should only be applied as a short-term repair or at areas that are suffering from reinforcing corrosion but are otherwise in good condition with minimal surface degradation of the concrete.

## 5.2.2 Zurn Walls

Table 5 - Evaluation Matrix for Zurn Wall Repair Schemes

|                                                       |                                         | Construction Cost | Maintenance Cost | Effective Life | Constructability | Disruption | Regulatory Issues | Wall Capacity | Appearance | Total     | Ranking  |
|-------------------------------------------------------|-----------------------------------------|-------------------|------------------|----------------|------------------|------------|-------------------|---------------|------------|-----------|----------|
| <b>Weighting Factor</b>                               |                                         | <b>2</b>          | <b>1</b>         | <b>3</b>       | <b>1</b>         | <b>1</b>   | <b>1</b>          | <b>2</b>      | <b>1</b>   | <b>-</b>  | <b>-</b> |
| <b>Options Designed for Seismic Resistance</b>        |                                         |                   |                  |                |                  |            |                   |               |            |           |          |
| <b>Recommended Options</b>                            |                                         |                   |                  |                |                  |            |                   |               |            |           |          |
| Scheme J                                              | Tieback wall                            | 4                 | 3                | 3              | 4                | 4          | 4                 | 3             | 4          | <b>42</b> | <b>1</b> |
| Scheme K                                              | New cantilever sheet pile wall          | 1                 | 4                | 5              | 3                | 1          | 2                 | 5             | 4          | <b>41</b> | <b>2</b> |
| <b>Other Options Designed for Seismic Resistance</b>  |                                         |                   |                  |                |                  |            |                   |               |            |           |          |
| Scheme L                                              | New cantilever soldier piles and panels | 3                 | 3                | 4              | 3                | 2          | 2                 | 4             | 3          | <b>39</b> | <b>3</b> |
| <b>Options with No Increase in Seismic Resistance</b> |                                         |                   |                  |                |                  |            |                   |               |            |           |          |
| Scheme M                                              | Remove and replace face concrete        | 3                 | 4                | 4              | 3                | 3          | 4                 | 1             | 5          | <b>39</b> | <b>2</b> |
| Scheme N                                              | New concrete facing                     | 4                 | 4                | 4              | 4                | 4          | 4                 | 1             | 4          | <b>42</b> | <b>1</b> |
| Scheme O                                              | Concrete buttresses                     | 5                 | 2                | 3              | 5                | 5          | 4                 | 1             | 2          | <b>39</b> | <b>2</b> |
| Scheme P                                              | Riprap stabilization                    | 2                 | 5                | 5              | 2                | 1          | 1                 | 4             | 2          | <b>38</b> | <b>3</b> |
| Scheme Q <sup>1</sup>                                 | Epoxy filling of base joints            | N/A               |                  |                |                  |            |                   |               |            |           |          |

<sup>1</sup> Epoxy filling of base joints is a maintenance activity that should be performed at areas that are otherwise in good condition but have poor quality construction joints at the base of the wall and are not scheduled for repair in the near future.



## 6.0 CONCLUSION

For the Boise walls, the evaluation matrix suggests that the best non-strengthening repair option is the installation of pilaster jackets and concrete facing (Scheme A), and the best option for enhancing the ability of the seawalls to resist current code-level seismic loading is either a new cantilever sheet pile wall (Scheme F) or a tieback wall (Scheme P). However, there are some geotechnical and capacity issues to be resolved in order to verify that the tieback wall is a feasible option. Overall, the cantilever sheet pile wall receives a higher score than the jacket repair, but the City should consider whether the importance of enhancing the seismic resistance of the seawall is worth the additional cost and disruption entailed by the cantilever wall construction.

For the Zurn walls, the matrix gives the new concrete facing (Scheme J) as the preferred non-strengthening repair option and, again, the cantilever sheet pile wall (Scheme M) and the tieback walls (Scheme Q) as the best potentially earthquake-resistant options. In the case of the Zurn walls, the concrete facing slightly outscores the cantilever sheet pile wall. This is primarily because the new concrete for the Zurn walls is cheaper and easier to install than the corresponding option on the Boise walls (Scheme A) due to the lack of pilasters. As with the Boise walls the City should consider the cost-benefit tradeoff of the earthquake resistance that can be designed into cantilever wall before making a final decision.

Given the closeness of the scores for the different options we would appreciate feedback from the City on the weighting factors used for the different criteria and the assigned ratings.

Finally, it should be noted that, if earthquake shaking results in liquefaction and strength loss in the weak soils prevailing in the upper 22 to 27 feet of the site, structures supported on shallow foundations will experience settlement regardless of the support capacity of the seawalls. Evaluation of such foundation settlement is beyond the scope of any seawall-related evaluations.

## APPENDIX A – ENGINEER’S COST ESTIMATE – TIEBACK WALL



**CITY OF OXNARD**  
**PUBLIC WORKS - ENGINEERING DIVISION**  
**CONSTRUCTION COST ESTIMATE FOR**  
**MANDALAY BAY SEAWALL REPAIRS**

*Project Description:*

**Repair Zurn type seawalls and Boise panel type seawalls**  
**Repair Method: Tieback Wall (7.6 Miles)**

Date: February 12, 2020

| Item No.                 | Description                          | Unit of Measure | Estimated QTTY | Unit Cost*       | Total Cost           |
|--------------------------|--------------------------------------|-----------------|----------------|------------------|----------------------|
| 1                        | High Priority Repairs (Years 1-6)    | LF              | 7,750          | \$4,277.00       | \$33,146,750         |
| 2                        | Medium Priority Repairs (Years 7-12) | LF              | 12,550         | \$4,277.00       | \$53,676,350         |
| 3                        | Low Priority Repairs (Years 13-18)   | LF              | 9,400          | \$4,277.00       | \$40,203,800         |
| 4                        | Non-Critical Repairs (Years 19-25)   | LF              | 9,300          | \$4,277.00       | \$39,776,100         |
| 5                        | Repairs Beyond 25 Years              | LF              | 0              | \$4,277.00       | \$0                  |
|                          |                                      |                 |                | <b>Sub Total</b> | <b>\$166,803,000</b> |
| <b>CONSTRUCTION COST</b> |                                      |                 |                |                  |                      |

**\* Unit Cost Includes:**

Design, Inspection, Construction Management, 15%  
 Construction Contingency, 25%  
 Permit Fees & Misc. Soft Costs 5%

|                               |                      |
|-------------------------------|----------------------|
| <b>Sub Total (Years 1-25)</b> | <b>\$166,803,000</b> |
| Sub Total (Beyond 25 Years)   | \$0                  |
| <b>Project Total</b>          | <b>\$166,803,000</b> |

## APPENDIX B – ENGINEER'S COST ESTIMATE – CANTILEVERED SHEET PILE



**CITY OF OXNARD**  
**PUBLIC WORKS - ENGINEERING DIVISION**  
**CONSTRUCTION COST ESTIMATE FOR**  
**MANDALAY BAY SEAWALL REPAIRS**

*Project Description:*

Repair Zurn type seawalls and Boise panel type seawalls  
**Repair Method: Cantilevered Sheet Pile Wall (7.6 Miles)**

Date: February 12, 2020

| Item No.                 | Description                          | Unit of Measure | Estimated QTTY | Unit Cost*       | Total Cost           |
|--------------------------|--------------------------------------|-----------------|----------------|------------------|----------------------|
| 1                        | High Priority Repairs (Years 1-6)    | LF              | 7,800          | \$7,382.00       | \$57,579,600         |
| 2                        | Medium Priority Repairs (Years 7-12) | LF              | 12,550         | \$7,382.00       | \$92,644,100         |
| 3                        | Low Priority Repairs (Years 13-18)   | LF              | 9,400          | \$7,382.00       | \$69,390,800         |
| 4                        | Non-Critical Repairs (Years 19-25)   | LF              | 9,300          | \$7,382.00       | \$68,652,600         |
| 5                        | Repairs Beyond 25 Years              | LF              | 0              | \$7,382.00       | \$0                  |
|                          |                                      |                 |                | <b>Sub Total</b> | <b>\$288,267,100</b> |
| <b>CONSTRUCTION COST</b> |                                      |                 |                |                  |                      |

**\* Unit Cost Includes:**

Design, Inspection, Construction Management, 15%  
 Construction Contingency, 25%  
 Permit Fees & Misc. Soft Costs 5%

|                               |                      |
|-------------------------------|----------------------|
| <b>Sub Total (Years 1-25)</b> | <b>\$288,267,100</b> |
| Sub Total (Beyond 25 Years)   | \$0                  |
| <b>Project Total</b>          | <b>\$288,267,100</b> |

## APPENDIX C – GEOTECHNICAL EVALUATION OF SEAWALL REPLACEMENT / SUPPORT ALTERNATIVES

### 1.0 GEOTECHNICAL DATA BASIS

The geotechnical evaluations presented in this report were based primarily on data included in a preliminary geotechnical investigation report prepared for the project by Terra Costa Consulting Group in 2012. The report included data from 9 cone penetration tests (CPTs) to depths ranging from 75 to 100 feet and 4 test pits to depths ranging from 4 to 7 feet. Limited soil sampling was performed in the test pits and at three depths in one of the CPTs. Laboratory testing on the soil samples was limited to grain size analyses, moisture content and plasticity (Atterberg limits).

The results of the preliminary geotechnical investigation indicated a soil profile consisting of three general zones:

- a. Shallow man-made fills of variable composition were encountered in the four test pits to the full depths explored. These soils ranged from silty and clayey sands to sandy clays. The sands exhibited highly variable relative density, ranging from very loose to dense, while the clays were typically very stiff to hard.
- b. Underlying the fills and extending to approximate depths of 22 to 27 feet a zone of very weak soils was encountered. The soils in this zone included loose silty sands and sandy silts, as well as soft clays. The Terra Costa report concluded that the loose sandy soils in this zone would be susceptible to liquefaction under even moderate earthquake loading conditions, while the weak clayey soils would likely experience further strength loss under cyclic loading from earthquakes.
- c. The soils below approximate depths of 22 to 27 feet are much more competent, consisting mostly of dense to very dense sands and stiff to very stiff clays.

The Terra Costa report included seismic design criteria based on the California Building Code in effect at the time of the report, including a design peak ground acceleration of 0.49g to 0.54g. The report included lateral earth pressures for static and seismic conditions. However, the seismic lateral earth pressures were based on the assumption of no liquefaction, which contradicted the conclusion in the same report that liquefaction was likely to occur even under moderate earthquake shaking, well below the design earthquake shaking level. Furthermore, the report stated that the potential for lateral spreading under earthquake loading conditions would likely result in much higher lateral earth pressures on the seawalls than those presented in figures 7 and 9 of the report. We concur with this conclusion.

### 2.0 LATERAL EARTH PRESSURES

The geotechnical evaluations presented in this report are applicable to any new construction that is to be designed in accordance with the 2019 California Building Code. These evaluations are not applicable to repairs that are considered to be “maintenance” and not subject to the new Code requirements.

Our preliminary evaluations indicate that the design of any new seawall reinforcement or replacement system will be governed by seismic lateral earth pressures. As acknowledged by Terra Costa in their July 11, 2012 report, the forces that would need to be resisted due to liquefaction and lateral spreading can be expected to be much higher than those presented in their report, which would have been appropriate for soils that would not be susceptible to strength loss and liquefaction under seismic ground motion. Furthermore, there have been two code changes since 2012 and seismic design criteria have increased.

In accordance with the 2019 California Building Code liquefaction and ground stability analyses need to be performed for the Maximum Considered Earthquake (MCE) and for sites with soils susceptible to liquefaction (Site Class F) ground motion characteristics, including Peak Ground Acceleration (PGA), typically would need to be determined based on site-specific site response analyses. For certain low-rise structures, the Code allows the use

of Site Class D spectra, instead of Class F, because such spectra are conservatively high at low periods. The MCE peak ground acceleration for Class D soil profile at the site is greater than 0.8g versus about 0.5g used for the previous evaluations by Terra Costa. For the soil conditions prevailing at the site, with approximately 20 feet of weak soils the Class D-based peak ground acceleration is unrealistically high. However, a more realistic assessment of ground motion and seismic lateral earth pressures would need to be based on very detailed numerical analyses, which would consider the non-linear behavior of the weak soils under seismic loading. Such analyses are not in the scope of the current study and would require more detailed geotechnical data, partly from more extensive laboratory testing performed on soil samples obtained in borings.

In the absence of comprehensive site-specific numerical analyses, our geotechnical evaluations were based on results of similar studies performed for sites with very similar soil profiles. While these evaluations are adequate for the **comparative** assessment of the various seawall reinforcement or replacement concepts, they are not appropriate for final design. Once a design concept is selected, more detailed geotechnical investigations, with borings, more laboratory testing, and more comprehensive numerical analyses will need to be performed.

The lateral earth pressures to be resisted by the seawalls depend not only on the inertial forces and strength of the soil, but also on how much the wall can yield under pressure. The more rigid and unyielding the wall is, the higher will be the pressures to be resisted. Therefore, evaluation of seismic earth pressures needs to be based on iterative soil-structure interaction analyses. Based on such analyses performed for another site with very similar soil conditions the following seismic lateral loads per lineal foot of wall with corresponding average wall deflections were considered for our current evaluations:

Maximum Considered Earthquake: 18 kips/ft with 8 inches average deflection

Design Earthquake (2/3 MCE): 13 kips/ft with 3 inches average deflection

It should be noted that the total lateral loads for the Design Earthquake case are approximately 2 to 4 times greater than the lateral loads calculated based on the seismic lateral pressures recommended in the 2012 Terra Costa report, which neglected the potential effects of lateral spreading due to liquefaction and strength loss in the weak soils at the site. For comparison purposes, our evaluation of all seawall replacement or reinforcement alternatives were based on the same total lateral earth loads as summarized above. As noted previously, once an alternative is selected, the final design will need to be based on more comprehensive geotechnical investigations and numerical analyses.

## 3.0 SEAWALL REINFORCEMENT OR REPLACEMENT ALTERNATIVES

The geotechnical evaluations covered four seawall reinforcement or replacement alternatives, which have been used or considered for similar projects. These include additional tie-back anchors, continuous steel sheet pile wall, steel beam and panel wall, and rock buttress. The geotechnical assessment of these alternatives is presented below:

### 3.1 Tie-back Anchors

Tie-back anchors are commonly used to increase the lateral load capacity of existing seawalls. If the existing seawall panels are structurally sound the anchors can be drilled through and attached to the existing panels. Otherwise, structurally sound new concrete panels can be placed over the existing panels and the anchors attached to the new panels.

Tie-back anchors used for seawall reinforcement typically consist of threaded steel rods, placed in inclined drilled holes and pressure grouted in place. Typically, additional grout tubes are placed in the hole to allow post-grouting, in order to maximize the pull-out capacity. For such anchors to provide adequate capacity under seismic loading conditions, all of their frictional pull-out capacity must be obtained from dense sands and/or stiff clays, which would not be susceptible to liquefaction or strength loss. At the Mandalay Bay site such soils exist at depths greater than

22 to 27 feet below the existing ground surface. Tie-back anchors should be inclined approximately 20 degrees from horizontal with all of their bonded section below depths of 22 to 27 feet (24 feet average).

The actual pull-out capacity of drilled anchors depends to a large extent on the contractor's drilling and installation procedures. Therefore, such anchor installations are typically contracted on a design/build basis. For anchors with nominal diameters of about 4.5 inches, at seawall sites with predominantly sandy soils similar to those found below depths of 22 to 27 feet, we have confirmed allowable sustained pull-out load capacities on the order of 1 kip/foot and ultimate capacities for short term loading of about 1.5 kips/foot of embedment in the dense / stiff soils below depths of 22 to 27 feet. These estimated pull-out capacities can be updated based on data from more comprehensive geotechnical investigations. During construction, all anchors will need to be tested in accordance with Post-Tensioning Institute procedures.

This option has the main advantage that it can be completed without increasing the footprint of the existing wall and possibly be constructed without even removing the overhanging portions of decks present at some locations. The main disadvantage of this option is that the depth interval that would be supported is the depth interval of the existing seawall and not the full depth of the weak soils. If this option is selected, more detailed geotechnical analyses will need to be performed to confirm that the limited support depth interval would be adequate to limit ground deformation under seismic loading conditions. If not, while this is not very likely, additional ground improvement measures such as pressure grouting and deep soil cement mixing may be warranted.

### 3.2 Continuous Steel Sheet Pile Wall

This option, which has successfully been used for seawall replacement projects at several other sites has the main advantage that it can support the full depth of weak soils. Additionally, sheet piles can be installed by hydraulic press methods which involve minimal noise and vibration as well as minimal impact on adjacent structures. On recent seawall projects sheet piles have been installed by the GIKEN Silent Piler, a hydraulic press method which involves minimal noise and vibration. The main drawback of this method is that at Mandalay Bay the sheet piles will need to be installed beyond the reach of the battered piles supporting the existing walls and the space between the new and old wall will need to be backfilled.

At a recently completed sheet pile wall installation project at a site with very similar soil conditions NZ28 sheet piles were used with tip elevations of -38 feet (MLLW). The calculated average deflections under seismic loads, neglecting any support from the existing walls were on the order of 3 inches for the Design Earthquake (2/3 MCE) and 8 inches for the MCE. For preliminary evaluations of seawall replacement alternatives these sheet pile design parameters may be used. However, final design will need to be based on more detailed geotechnical investigations.

### 3.3 Steel Beam and Panel

This option is similar to soldier beam and lagging shoring systems used for excavation support. It consists of steel H-piles or wide flange beams to provide the resistance to lateral loads and shorter concrete panels or steel sheet piles to support the soil between the beams. The main advantage of this option is that the beams, which will provide the resistance to lateral loads, can be installed in the spaces between the existing battered piles and the panels can be installed inside the outer (waterside) flange of the beams. The steel beams will need to clear the pile cap (footing) and any cutoff wall of the existing seawalls. Thus, the face of the new wall will be approximately 3 to 4 feet beyond the face of the existing seawalls.

Steel beams are typically driven into the dense soils using vibratory or impact hammers. The vibrations in the adjacent ground induced by such pile driving could cause differential settlement and possibly structural damage at this site, due to the presence of weak soils susceptible to liquefaction. Therefore, this option is not recommended for this project unless measures are taken to minimize vibrations. One possible measure, that has been used on land, is to use in-situ deep soil-cement mixing in 3-foot diameter columns and lower/push the beams into the mix before the soil-cement hardens. The mix can be designed to have strength and stiffness comparable to that of the dense sands once the cement cures and hardens. However, these measures are expected to add approximately \$8,000 to \$10,000 per beam, probably making this option prohibitively expensive.



We have evaluated the response to lateral loads for several beam options using the computer program LPILE (2028 Version). We considered a range of lateral loads, up to 100 kips per pile. It should be noted that the lateral load per pile is equal to the lateral load per lineal foot times the pile spacing in feet. For example, for a lateral load of 13 kips/ft and spacing of 6 feet the load per pile would be 78 kips. For all cases analyzed adequate fixity was achieved with a tip elevation of -45 feet (MLLW), corresponding to a total beam length of 55 feet. The result of the analyses for 18-inch H-piles and 24- and 30-inch wide-flange beams are graphically presented in the figures that follow. The calculated lateral deflections and bending moments are for free-head conditions. If even partial pile top fixity could be justified, the deflections would be much lower. In the enclosed figures the zero depth corresponds to elevation zero (MLLW), where the resultant of the lateral force was applied.

### 3.4 Rock Buttress

Rock buttresses have been successfully used to stabilize slopes with marginal stability. At this site a rock buttress would need to resist lateral spreading and extend well below the bottom of the weak soils found at elevations ranging from -12 to -17 feet (average -14 feet MLLW). We performed a preliminary check of the stability of such a buttress with a surface slope of 3:1 (H:V) and a base elevation of -16 feet (2 feet into the dense sands). Despite the massive rock section, our preliminary check indicated that this buttress section would provide less than one half of the resistance needed to prevent lateral spreading under seismic conditions, if any resistance offered by the existing seawalls is neglected. This option was dropped from further consideration.

## 4.0 SUMMARY

Based on the results of the geotechnical evaluations presented in this report, it is our opinion that the first two seawall reinforcement or replacement options are worth pursuing further. The tie-back anchor alternative offers the two main advantages that it would not extend beyond the footprint of the existing wall and that it can be installed with minimal disruption to the existing improvements. However, the support depth will be limited to the depth range of the existing walls and the adequacy this limited support depth will need to be evaluated by much more detailed soil-structure interaction analyses. The continuous sheet pile option has the main advantage that it would provide continuous support over the full depth interval. However, the trade-off is that it would need to extend well beyond the face of the existing wall, in order to clear the battered piles supporting the existing walls.

Both options will require further geotechnical investigations and numerical analyses before selecting one of the two options and finalizing the design.

Finally, it should be noted that, if earthquake shaking results in liquefaction and strength loss in the weak soils prevailing in the upper 22 to 27 feet of the site, structures supported on shallow foundations will experience settlement regardless of the support capacity of the seawalls. Evaluation of such foundation settlement is beyond the scope of any seawall-related evaluations.

## Resolution to Affirm City Commitment to Seawall Funding

City Council  
October 6, 2020

Rosemarie Gaglione  
Public Works Director



### RECOMMENDATION

That the City Council adopt a resolution affirming the City of Oxnard's commitment to share the repair/replacement costs associated with the Mandalay Bay seawalls in the amount of 50% of the total repair/replacement costs with the funding mechanism to be determined at a later date.

**BACKGROUND**

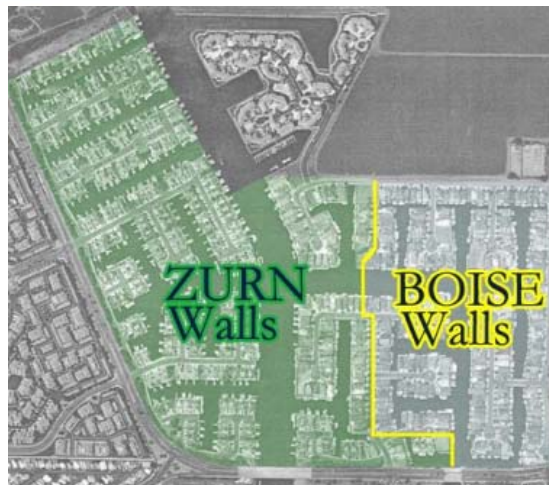
- Between 1968 and 1973, the City of Oxnard approved the development of 743 attached and detached single family homes and 37 greenbelts to create the Mandalay Bay community
- The developer installed reinforced concrete Boise and Zurn style seawalls to create lots for residential development



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**BACKGROUND**

- Boise and Zurn seawalls were constructed according to the Building Codes in place at that time
- Degradation in both types of walls began during the first 20 years, due to the concrete's adverse reaction to the marine environment



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**BACKGROUND**

- Mandalay Bay waterways assessment district was formed June 16, 1970 by Resolution No. 5,144 to fund maintenance of the waterways and landscaping
- Mandalay Bay residents are paying the maximum assessment based on the formation documents which did not include a CPI escalator
- Due to the adoption of Proposition 218 in 1996, the City is precluded from increasing assessments within the district without majority vote and protest procedures

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**BACKGROUND**

Over the past 30+ years, hundreds of repairs have been made to the seawalls including removal of degraded concrete, weep hole repairs and concrete jacketing of pilasters



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**DISCUSSION**

- In December 2017, TranSystems completed the *Mandalay Bay Seawalls Capital Improvement Program: Phase C* which included a recommendation of repair to weep holes, pilasters and walls
- In early 2018, Public Works reviewed the accumulation of TranSystems documents and determined a value engineering process was prudent in order to analyze the cost/benefit options for seawall replacement
- In October 2018 the City released a Request for Proposal (RFP) for Mandalay Bay Repair Feasibility Study and Phase 2 Construction documents for 3900-3966 West Hemlock Street

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**DISCUSSION**

- In March 2019, TetraTech was awarded the contract and began work on the study which included a cost analysis for each of the various wall replacement designs
- TetraTech recommended two options: installation of panels and tiebacks, or cantilever sheet pile
  - o Tieback option would consist of installing a new panel in front of the existing wall, and installing tiebacks that extend down into the competent, non-liquefiable soils.
  - o Cantilever sheet pile would consist of installing new sheet pile in front of the existing wall using a press-in method (which causes less vibration and noise) and filling the gap between the two walls.

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## DISCUSSION

- Tieback



**DISCUSSION**

- Cost estimates range between \$4,155 - \$4,277 per linear foot for installation of the panel and tieback walls
- The new seawalls would be constructed to withstand seismic activity and adhere to current California Building Code standards
- The duration of the replacement project is estimated to be within 25 years; with maintenance and minor repair activities beyond 25 years
- The effective life of the new seawalls would be 75 years

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**DISCUSSION**

Another option is a repair method similar to that proposed by TranSystems

- It would include removal of 1" to 1 ½" of existing concrete and the addition of 4" of marine resistant concrete, doweled for improved adhesion
- It would be a non-structural repair to slow the deterioration
- Effective life of repairs would be approximately 20 years
- Seawalls would be monitored for any signs of movement

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**DISCUSSION**

- Stakeholders including City Staff, residents and consultants have been meeting over the last three years to discuss replacement and funding options
- Residents are working to engage their neighbors to form a bonded Community Facilities District (CFD) to fund 50% of the obligation, with the City funding the other 50%
- The City will continue to pay 50% of ongoing repair costs as funds are available through the Mandalay Bay Waterways assessment district
- Through annual meetings, person-to-person coordination and engagement, consultants will work to survey registered voters on approval of the CFD

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**FINANCIAL IMPACT**

- Approval of this resolution affirms the City Council's commitment to fund 50% of the seawall replacement costs
- Overall estimates for the project are approximately \$200 million adjusted for inflation; \$100 million of which would be borne by the City
- Funds will be allocated when a funding method is determined

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# Questions





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

**DATE:** October 6, 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 September 3, 2020 special meeting, September 15, 2020 regular meeting, and September 22, 2020 special 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 09.03.2020 CC special meeting
2. Minutes 09.15.2020 CC regular meeting
3. Minutes 09.22.2020 CC special meeting

MINUTES  
 OXNARD CITY COUNCIL  
 Special Meeting  
 September 3, 2020

A. ROLL CALL, POSTING OF AGENDA

At 5:07 p.m., Mayor Pro Tem Ramirez called to order the regular meeting of the Oxnard City Council 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, and Mayor Pro Tem Carmen Ramirez were present via videoconference. Mayor Tim Flynn arrived at 5:20 p.m. via videoconference.

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

B. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

C. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Public comments were received from Rene Aiu and Debbie Mitchell. Written comments were received from Rene Aiu, Debbie Mitchell, and Carol Taylor.

D. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code section 54956.9 (d)(1))  
 Name of Case: City of Oxnard v. URS Corporation; et al.  
 Los Angeles County Superior Court Case No. BC698461  
 Legislative Body: City Council
2. PUBLIC EMPLOYEE ANNUAL PERFORMANCE EVALUATION (Government Code section 54957)  
 Title: City Manager  
 This item is to be discussed in closed session under the Brown Act exception of Government Code section 54957(b)(1) (public employee performance evaluation).  
 Legislative Body: City Council
3. PUBLIC EMPLOYEE ANNUAL PERFORMANCE EVALUATION (Government Code section 54957)  
 Title: City Attorney  
 This item is to be discussed in closed session under the Brown Act exception of Government Code section 54957(b)(1) (public employee performance evaluation).  
 Legislative Body: City Council

The City Attorney read the following closed session statement:

“The City Council will recess to a closed session, pursuant to Government Code section 54956.9(d)(1), to confer with its attorneys. The title of the litigation being discussed is City of Oxnard v. URS Corporation; et al. The City Council will also recess to a closed session, pursuant to Government Code section 54957, for annual evaluation of public employees, City Manager and City Attorney.”

At 5:18 p.m., the City Council recessed to a closed session. (Mayor Flynn arrived during this time.) At 7:08 p.m. the City Council reconvened in open session in the Council Chambers. The City Attorney made the following announcement:

“By a unanimous vote, the City Council has accepted a proposal to settle the action entitled *City of Oxnard v. URS Corporation; et al.*, which concerns a claim by the City for breach of contract and indemnification against a design engineer firm on the Rice Avenue/101 construction project which began in 2001. The terms of the settlement are that the City will receive \$1,502,312.85. In full settlement of all claims, each party will release the other from all liabilities including attorneys’ fees and costs.”

The City Manager made a brief announcement about the upcoming excessive heat warnings, potential rolling blackouts, and the opening of cooling centers for the weekend.

E. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 7:11 p.m.

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MICHELLE ASCENCION, CMC  
City Clerk

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TIM FLYNN  
Mayor

MINUTES  
 OXNARD CITY COUNCIL  
 Regular Meeting  
 September 15, 2020

A. ROLL CALL, POSTING OF AGENDA

At 5:37 p.m., Mayor Flynn called to order the regular meeting of the Oxnard City Council 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.

Staff members present were Alexander Nguyen, City Manager; Stephen M. Fischer, City Attorney; Ashley Golden, Assistant City Manager; Shiri Klima, Deputy City Manager; Emilio Ramirez, Housing Director; Kathleen Mallory, Planning and Sustainability Manager; Kenneth Rozell, Chief Assistant City Attorney; and Michelle Ascencion, City Clerk.

B. APPOINTMENT ITEM

Cultural & Community Services Department

1. SUBJECT: Senior Services Commission Annual Report. (15/10/10)  
RECOMMENDATION: That City Council receive the Senior Services Commission annual report.

Alice Sweetland and Jeffrey Nevitt of the Senior Services Commission gave a report. Public comments were received from Kay Brainard and Lawrence Barbarine. Discussion ensued among the Council and staff. No formal action was required.

C. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

D. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Proclamation Designating the Week of September 17-23, 2020 as "Constitution Week."

Mayor Flynn read the proclamation and presented it to Ana Maria Lugo, Lead Partnership Specialist for the US Census - Central Coast, who made some remarks.

E. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Pat Brown (census, environment), Douglas Partello (Measure L), Lawrence Stein (public records requests regarding the golf course and Halaco site), Ray Blattell (police overtime), and James Aragon (Measure L, constitution amendments and nullification). Written comments were received from Sanitago Gaxiola (Vagabond Inn homeless shelter conversion).



## F. 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 reported on federal farmworker assistance, the importance of participating in this year's census, a logo contest for the upcoming Climate Action Plan, upcoming INCO candidate and ballot measure forums, and a state enacted rent control ballot measure.

## G. CITY COUNCIL REPORTS

Mayor Pro Tem Ramirez commented on the eviction moratorium, public comments by telephone, Mexican Independence Day, voting in person and ballot drop off boxes for the upcoming election, soliciting community input for the proposed homeless shelter, and addressing climate change. The City Clerk gave a brief report about participating in the upcoming election.

Councilmember Lopez commented on participation in the upcoming election, thanked Recreation staff for food distribution events, requested a temporary ordinance to cap commissions by third-party delivery services, and acknowledged Mexican Independence Day and Hispanic Heritage Month.

Councilmember Perello thanked Chantel from Human Resources who assisted him during an accident, commented on climate change, and reported on the 9/11 remembrance ceremony.

Councilman MacDonald reported on the 9/11 remembrance ceremony and commented on the "new normal" of remote meetings.

Councilwoman Basua commended the agencies who are involved in the recent and upcoming Ormond Beach cleanup events.

Councilmember Madrigal reported on the 9/11 remembrance ceremony and announced upcoming free COVID-19 testing events from the County of Ventura.

Mayor Flynn commented on development and revitalization proposals for Fisherman's Wharf and South Oxnard.

## H. REVIEW OF INFORMATION/CONSENT AGENDA

Items J-2 and J-4 were discussed among the Council and staff.

## I. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Pat Brown and James Aragon. Additional discussion ensued. The City Attorney made an announcement that item J-2 had a minor edit to the attachment that doesn't affect the agreement dollar amount.

## J. INFORMATION/CONSENT AGENDA

### City Clerk Department

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

### City Attorney Department

2. SUBJECT: Third Amendment to Agreement for Special Counsel on Water Issues.  
RECOMMENDATION: That City Council approve and authorize the Mayor to execute a Third Amendment to the Attorney Services Agreement with Meyers, Nave, Riback, Silver & Wilson ("Meyers Nave") (Agreement No. 8603-19-CA) for services relating to water issues for an increase of \$450,000 for a total contract amount not to exceed \$1,030,000.

### Community Development Department

3. SUBJECT: Replace and Amend Resolutions, to be consistent with the Department of Housing and Community Development (HCD) Resolution Template, for the SB2 Planning Grant and Local Early Action Planning (LEAP) Grant Program Applications.  
RECOMMENDATION: That the City Council:
  1. Repeal Resolution No. 15,273, and adopt **Resolution No. 15,385** amending the authority identified in the resolution to authorize the City Manager, or designee to execute contracts and related documents for the SB2 Planning Program grant; and
  2. Repeal Resolution No. 15,366, and adopt **Resolution No. 15,386** amending the authority identified in the resolution to authorize the City Manager, or designee to execute contracts and related documents for the LEAP Planning Program.

### Public Works Department

4. SUBJECT: Notice of Completion for OWTP Cogeneration Engine Refurbishment Project PW 19-42.  
RECOMMENDATION: That the City Council receive an update following a Notice of Completion for the OWTP Cogeneration Engine Refurbishment Project recorded on March 10, 2020.

*It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Perello, to approve the Information/Consent items as presented (with the stated amendment to item J-2). VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 7-0.*

## K. REPORTS

### Community Development Department

1. SUBJECT: Cannabis Equity Program and Cannabis Cultivation.  
RECOMMENDATION: That the City Council:
  1. Provide input and comments on the Oxnard Cannabis Equity Program, with

consideration on how to allocate the 1% local equity donation, including programs and recommended percentages; and

2. Provide input on advancing a cannabis cultivation ordinance.

The City Manager and Planning and Sustainability Manager gave a report. Discussion ensued among the Council and staff. Public comments were received from Pat Brown, Sarah Armstrong, James Aragon, Violeta Aguilar-Wyrick, Devon Wardlow, Jim Gilmer, Kalven Harrison, Lesa Slaughter, and Marisa Lopez. Written comments were received from Sarah Armstrong, Paul Castello, Seana-Marie Sesma, and Juanita Vega. Further discussion ensued. Councilmembers provided their input on the definition of “local resident,” the number of retail permits, whether to allow flexibility for the one-time \$250,000 payment, one-time use of funds for a Zocalo PBID and the City’s Multi-Service Building, allocation of the 1% annual gross donation, and cultivation. No formal action was required.

(As it was after 10:00 p.m., the City Council voted unanimously for item K-2 to be heard and item K-3 to be postponed to a later meeting.)

#### City Manager Department

2. SUBJECT: State Water Resources Control Board Approval of the Ormond Beach Generating Station Three-Year Extension, Triggering the Process for the City of Oxnard and GenOn to Establish the \$25M Trust Fund with the Ventura County Community Foundation (VCCF) to Dismantle the Power Plant, and Continue the Effort to Achieve the Ormond Beach Restoration and Access Plan.  
RECOMMENDATION: That the City Council receive and file the update on the effort to dismantle the Ormond Beach Power Plant and effort to achieve the Ormond Beach Restoration and Access Plan.

The City Manager gave a report. Public comments were received from Pat Brown and Lawrence Stein. Discussion ensued among the Council and staff. No formal action was required.

3. SUBJECT: Informational Presentation regarding Measure E: “Funding for Services Like 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.

(This item was postponed due to time. The City Manager announced a special meeting on September 22, 2020 to hear the item.)

#### L. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 10:40 p.m.

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MICHELLE ASCENCION, CMC  
City Clerk

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TIM FLYNN  
Mayor

MINUTES  
OXNARD CITY COUNCIL  
 Special Meeting  
 September 22, 2020

A. ROLL CALL, POSTING OF AGENDA

At 6:04 p.m., Mayor Flynn called to order the special meeting of the Oxnard City Council 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.

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

B. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

C. REPORTS

City Manager Department

1. SUBJECT: Informational Presentation regarding Measure E: “Funding for Services Like 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 receive a public information presentation regarding the Measure E transactions and use (sales) tax measure on the November 3, 2020 ballot (“Funding for Services Like 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 gave a report. Public comments were received from Pat Brown, Tom Cady, Barbara Macri-Ortiz, James Aragon, Ray Blattel, Lawrence Stein, Christopher Williams, Michael O’Malia, Larry Barbarine, Steve McNaughten, Douglas Partello, Kay Brainard, Alex Mireles, Danny Carrillo, Matthew Ramirez, Helen Vicente, Randy Latimer, Edgar Fernandez, Debbie Estrada, Corina Veronica, Tirza Estrada, Gabriel Teran, Alicia Percell, Aaron Starr, Robin Whitney, and Danny Victorio. Written comments were received from Lawrence Stein, Linda Calderon, Abraham Maldonado, Sylvia Venegas, Alex Mireles, Marc B., and Steve Huber.

Discussion ensued among the Council and staff. No action was required.

N. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 9:08 p.m.

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MICHELLE ASCENCION, CMC  
 City Clerk

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TIM FLYNN  
 Mayor



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

**DATE:** October 6, 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 Recognition and Budget Appropriations.

**RECOMMENDATION**

That the City Council approve and authorize the City Manager:

1. To recognize FEMA Hazard Mitigation Grant Program funding for the Mandalay Bay Seawall Retrofit Project (FEMA Project #DR-4353-47-41) in the amount of \$176,750.00 with a grant award of \$132,562.50 and an existing appropriation of City match of \$44,187.50 (Project No. 191601) from Waterway Assessment District Fund 12;
2. To recognize FEMA Hazard Mitigation Grant Program funding for the Central Trunk Sanitary Sewer Reconstruction Project (FEMA Project #DR-4707-431-097R) in the amount of \$217,466.00 with a grant award of \$163,100.00 and an existing appropriation of City match of \$54,366.00 (Project No. 206602) from WW Collection Fund 611; and
3. To approve budget appropriations for the FEMA Hazard Mitigation Grant Program to the corresponding projects as needed for these grants.

**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 survey work, structural and retrofit design, procurement, and construction necessary to retrofit the seawalls at the Mandalay Bay development. The project will contribute to the protection of some of the 743 residential properties that rely on the 7.8 miles of seawalls that could be affected by an earthquake. The project is included in the City's Adopted Capital Improvement Program.

On June 18, 2019, City Council authorized the submittal of an application to the California Office of Emergency Services (Cal OES) Hazard Mitigation Grant Program (HMGP) for survey work, design, procurement and construction necessary to mitigate risks from future earthquake disasters, ensuring the future integrity of the sewer and rail lines and protecting the safety of railroad passengers and the continuity and regional resiliency provided by the rail freight supply lines. The project is included in the City's Adopted Capital Improvement Program.

**CIP References:**

Project No. **191601** - Mandalay Bay Seawalls, CIP 2020-2025 - Adopted June 16, 2020 - Page 93.

Project No. **206602** - Central Trunk Sewer Pipe Replacement, CIP 2020-2025 - Adopted June 16, 2020 - Page 218.

**DISCUSSION**

**Mandalay Bay Seawalls Retrofit Project**

In a FEMA letter dated June 24, 2020, the City received notification that the Mandalay Bay Seawalls Retrofit Project was approved for grant funding for design work in the amount of \$176,750.00. The grant award is for \$132,562.50 which is 75% of the total project cost. There is a 25% City match requirement of \$44,187.50 which has been identified.

Mandalay Bay is a residential waterfront development located in the southwest section of the City of Oxnard. The Mandalay Bay community covers an area of approximately 168 acres and is protected from the ocean by 7.8 miles of reinforced concrete seawalls. These 50 year old concrete seawalls are characterized by a variety of types and levels of deterioration, including horizontal and vertical cracking, corrosion of steel reinforcing bars, localized rotation displacements from their original constructed positions, as well as erosion of the seawall face in the tidal zone.

For this grant, the project is to structurally retrofit 1,110 linear feet of the Boise type seawalls located between 3804 and 4050 West Hemlock Street and 2000 Peninsula Road in Mandalay Bay. The proposed project includes constructing and installing 1,110 linear feet of a tieback system along the existing seawalls at the West Hemlock Street properties to encase and support the existing concrete seawalls. The design and construction methodology will increase the lifespan of the walls by 75 years, improve the wall capacities and seismic resilience of the walls, and avoid the hazardous impacts that could occur from seawall failure. These seawall sections protect 24 properties and the retrofitting will greatly reduce the potential for structural failure and collapse of the seawalls in the event of an earthquake. The seismic upgrade will not only reduce the risk of failure due to earthquake hazards, but will also reduce the increasing number of emergency repairs.

This stage of the project will consist of developing plans, specifications and estimates (PS&E) for the seawall retrofit. The PS&E will address structural, civil, and geotechnical aspects of the design of the repair alternative that is selected after the geotechnical investigations are completed. The PS&E development will utilize the recommendations of the geotechnical report, updated to reflect current code cycle seismic design parameters and requirements. After completion of Phase I, Phase II will be funded by FEMA and consists of Project Management, Bidding, Construction Management and Construction/Inspection.

### **Central Trunk Sewer Pipe Replacement**

In a FEMA letter dated August 7, 2020, the City received notification that the Central Trunk Sanitary Sewer Reconstruction Project was approved for grant funding for design work in the amount of \$217,466.00. The grant award is for \$163,100.00 which is 75% of the total project cost. There is a 25% City match requirement amount of \$54,366.00 which has been identified.

The sewer pipeline that lies underneath the railroad tracks is part of the critical infrastructure of the Oxnard Wastewater Treatment Plant (OWTP). The Central Trunk Sanitary Sewer collects wastewater from the City's central corridor and is the oldest sewer trunk line within the City of Oxnard's service area, with portions of the pipeline dating back to the 1950s. Although the wastewater flows that are carried by this line are, on average, the lowest of the City's three (3) major trunk lines, the age and condition of the line make it the most vulnerable to failure. The area of concern is a 195-foot section of corrugated metal pipe (CMP) that crosses the UP right-of-way (ROW). The portion of UP ROW consists of 11 parallel tracks north of 5th Street between Rose Avenue and Oxnard Boulevard. This portion of the sewer serves approximately 20,000 people.

The existing sewer pipe, due to its age, is vulnerable to damage related to additional soil overburden due to heavy rainfall events. The rainfall experienced in the month of January of 2017 is associated with a 3 year monthly rainfall event. This rainfall event and related soil saturation led to the sewer pipe failure and associated sinkhole below the UP railroad tracks, resulting in a repair effort and cost of \$250,000, with a 13-day of loss of service. Such a failure in this critical section of pipe not only results in a loss of sewer service for multiple days but also presents a distinct hazard to railroad operations. Failures of this nature frequently result in sinkholes and related track failure, posing a risk of derailment to both passenger (Amtrak and Metro link) and freight trains. Such derailment could result in injury and loss of life, as well as hazards associated with the release of toxic or explosive chemicals from tanker cars. The rail lines also serve regional and statewide transportation, as critical supply lines before and after emergencies. Rail lines serve the Naval Base Ventura County as well as the Port of Hueneme. Maintaining the integrity and resilience of rail lines operation is of critical importance before, during and after hazards.

To address the risks during heavy rainfall events, the solution includes the construction of an overflow system that allows for the downstream and upstream systems to remain, while implementing a permanent solution that meets all UP setback and depth requirements. The proposed project would increase the useful life of this section of pipe by up to 50 years. The project would

occur in two phases. Phase I, funded by the current appropriation, will consist of Project Management, Design/Engineering and Environmental Review and Permitting. After completion of Phase I, Phase II will be funded by FEMA and consists of Project Management, Bidding, Construction Management and Construction/Inspection.

## **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 design phase of the Mandalay Bay Seawalls Retrofit Project (Project No. 191601) is estimated at \$176,750.00 which includes the HMGP grant award of \$132,562.50 and City matching funds of \$44,187.50. Staff requests authorization to recognize and appropriate \$132,562.50 in HMGP grant funding to initiate Phase I of the Mandalay Bay Seawalls Project. There is sufficient budget from existing appropriation in the amount of \$44,187.50 from the Waterways Assessment District Fund, Project 191601 (account 121-9816-826.82-09) for the 25% match required.

The total cost for the design phase of the Central Trunk Sanitary Sewer Reconstruction Project No. 206602 is estimated at \$217,466.00 which includes the HMGP grant award of \$163,100.00 and City matching funds of \$54,366.00. Staff requests authorization to recognize and appropriate \$163,100.00 in HMGP grant funding to initiate Phase I of the project. There is sufficient budget from existing appropriation in the amount of \$54,366.00 from the Wastewater Operating Fund (account 611-6631-821-86-05) for the 25% City match required.

## **COMMITTEE OUTCOME**

This item did not originate in Committee.

*Prepared by: Tatiana Arnaout, City Engineer*

## **ATTACHMENTS**

1. BA -Hazard Mitigation Grant Seawall Proj and Central Trunk Repl Proj
2. FEMA Grant Approval - Mandalay Bay Seawalls - All Approval and Obligation
3. FEMA Grant Approval - Central Trunk - All Approval and Obligation
4. City Resolution No. 15,236 FEMA\_HMGP Grant Application (Central Trunk)
5. City Resolution No. 15,157 FEMA\_HMGP Grant Application (Seawalls)



**REQUEST FOR BUDGET APPROPRIATION - FISCAL YEAR 20-21**

**Department:** Public Works  
**Project/Program**  
**Manager:** Tatiana Arnaout

**Date:** October 6, 2020  
**Phone:** 805-385-8341

**Reason for Appropriation:**

To recongize and appropriate FEMA HMGP grant award for Seawall Repairs Project - Phase 1 and Central Trunk Sewerpipe Replacement Project.

**Accounts and Descriptions****AMOUNT**

**Fund: HOMELAND SECURITY GRANT (Fund 238)**

**Revenues /Transfers In****Mandalay Bay Seawall Repairs (Project 191601)**

**238-9816-531.72-01** FEDERAL & STATE SOURCES / FEDERAL GRANT REV. 132,563

**Central Trunk Sewerpipe Replacement (Project 206602)**

**238-6631-531.72-01** FEDERAL & STATE SOURCES / FEDERAL GRANT REV. 163,100

Sub-total Revenues 295,663

**Expenditures/Transfers Out****Mandalay Bay Seawall Repairs (Project 191601)**

**238-9816-826.82-09** SERVICES-OTHER PROF/CONTRACT 132,563

**Central Trunk Sewerpipe Replacement (Project 206602)**

**238-6631-826.86-04** IMPROVEMENTS NOT BLDG NEW 163,100

Sub-total Expenditures 295,663

**Net Change to Fund Balance** 0

**Net Appropriation Change** 295,663

**Approvals**

Department Director \_\_\_\_\_

Chief Financial Officer \_\_\_\_\_

City Manager \_\_\_\_\_

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



**FEMA**

June 24, 2020

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

Reference: Application Approval, Phase One  
HMGP #4353-47-41 – City of Oxnard  
Mandalay Bay Seawall Retrofit - Supplement # 39

Dear Mr. Ghilarducci:

We reviewed the subapplication for the above-referenced Hazard Mitigation Grant Program (HMGP) project for City of Oxnard (subrecipient). We have determined that the project is eligible and based on the subrecipient's request, our decision is to approve a Phase One funding for the above-referenced project. We have determined technical and funding resources are necessary for the subrecipient to provide information for our review of eligibility.

The Phase One eligible costs are \$176,750. As shown in the Supplement #38 Obligation Report, we have obligated \$132,562.50. for up to 75% percent federal share; the non-Federal share match is \$44,187.50. These funds are available in Smartlink for eligible disbursements.

The Phase One approval and obligation of funds are subject to the following:

1. **Scope of Work (SOW)** – The project will retrofit the existing seawall at Mandalay Bay to prevent failure of seawalls due to severe deterioration of its current condition and during a design-level seismic event. Phase One will consist of the development of project designs and permitting review. Designs will be reviewed in Phase 2 prior to construction activities.

Phase One deliverables consist of: **(Provide Designs to FEMA at 7 months)**

- Project Management
- Design and Engineering (7 months)
- Environmental and permitting (18 months)

2. **Phase One Completion Date** – The work schedule in the application states the activity completion time frame is 18 months. We will annotate the Phase One completion date of December 24, 2021. Designs are anticipated to be completed in 7 months (January 24, 2021). Submit the designs when completed. 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.
3. **Budget Revisions, Cost Overruns and Underruns** - 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.

Mr. Ghilarducci  
June 24, 2020  
Page 2

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.

Upon completion of the Phase One, all remaining cost underruns must be applied to the Phase Two funding or de-obligated if the proposed project is not eligible.

4. **Phase Two Construction** – The subrecipient is not to initiate Phase Two activities such as contractor selection, and construction until FEMA provides written notification that the review process is completed, including compliance with the National Environmental Policy Act (NEPA) laws and regulations.
5. **Phase Two Completion Date** – If FEMA awards Phase Two construction funding for this project, award activities are expected to be completed within the HMGP Period of Performance (POP). The POP completion date for this disaster, 4344-DR-CA is April 2, 2023. Work completed after this date will not be eligible for federal funding, and federal funds may be de-obligated for work not completed within schedule if there is no approved time extension.
6. **National Environmental Policy Act (NEPA)** – Phase One (Design) of this project has been determined to be Categorical 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 Manual 023-01-001-01, Revision 1. Categorical Exclusions a4 and a7 have 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.
7. 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](mailto:linda.ortiz@fema.dhs.gov).

Sincerely,

For  
Juliette Hayes  
Director  
Mitigation Division  
FEMA Region IX

cc: Jennifer Hogan, State Hazard Mitigation Officer  
Robert Aguilar, Cal OES  
Robin Shepard, Cal OES  
Monika Saputra, Cal OES

Enclosures (4):  
Supplement #39 Obligation Report  
Project Management Report  
Record of Environmental Considerations  
Standard HMGP Conditions

06/24/2020  
14:35

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

HMGP-2020-0002-**ITEM #L-2**

| Disaster No | FEMA Project No | Amendment No | State Application ID | Action No | Supplemental No | State | Recipient |
|-------------|-----------------|--------------|----------------------|-----------|-----------------|-------|-----------|
| 4353        | 41 -R           | 0            | 47                   | 1         | 39              | CA    | Statewide |

Subrecipient: Oxnard

Project Title : Oxnard, Mandalay Bay Seawalls Structural Retrofit

Subrecipient FIPS Code: 111-54652

| Total Amount Previously Allocated | Total Amount Previously Obligated | Total Amount Pending Obligation | Total Amount Available for New Obligation |
|-----------------------------------|-----------------------------------|---------------------------------|-------------------------------------------|
| \$132,562.50                      | \$132,562.50                      | \$0.00                          | \$0.00                                    |

| Project Amount | Subrecipient Management Cost Amount | Total Obligation | IFMIS Date | IFMIS Status | FY   |
|----------------|-------------------------------------|------------------|------------|--------------|------|
| \$132,562.50   | \$0.00                              | \$132,562.50     | 06/23/2020 | Accept       | 2020 |

**Comments**

Date: 06/23/2020 User Id: KMOJICA

Comment: Approved funding for Mandalay Bay Seawall Retrofit

**Authorization**

Preparer Name: KAREN MOJICA

Preparation Date: 06/23/2020

HMO Authorization Name: LINDA ORTIZ

HMO Authorization Date: 06/23/2020

|                                         |                                     |                             |
|-----------------------------------------|-------------------------------------|-----------------------------|
| _____<br>Authorizing Official Signature | _____<br>Authorizing Official Title | _____<br>Authorization Date |
| _____<br>Authorizing Official Signature | _____<br>Authorizing Official Title | _____<br>Authorization Date |

## HAZARD MITIGATION GRANT PROGRAM

## Project Management Report

|                    |                        |                     |        |       |           |
|--------------------|------------------------|---------------------|--------|-------|-----------|
| Disaster<br>Number | FEMA<br>Project Number | Amendment<br>Number | App ID | State | Recipient |
| 4353               | 41 - R                 | 0                   | 47     | CA    | Statewide |

Subrecipient: Oxnard

FIPS Code: 111-54652

Project Title : Oxnard, Mandalay Bay Seawalls Structural Retrofit

**Mitigation Project Description**

Amendment Status : Approved

Approval Status: Approved

Project Title : Oxnard, Mandalay Bay Seawalls Structural Retrofit

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       | Phase I: Design                                     | .          | 00/00/0000 | 00/00/0000   | 00/00/0000      |
| 0       | Notice of Sub-application Approval                  | 1D         | 00/00/0000 | 00/00/0000   | 00/00/0000      |
| 0       | Kick Off Meeting                                    | 1D         | 00/00/0000 | 00/00/0000   | 00/00/0000      |
| 0       | Task 1: Project Management                          | 18M        | 00/00/0000 | 00/00/0000   | 00/00/0000      |
| 0       | Task 2: Design/Engineering                          | 7M         | 00/00/0000 | 00/00/0000   | 00/00/0000      |
| 0       | Task 3: Environmental Document Update and Permittin | 18M        | 00/00/0000 | 00/00/0000   | 00/00/0000      |
| 0       | Phase II: Construction                              | .          | 00/00/0000 | 00/00/0000   | 00/00/0000      |
| 0       | Task 4: Project Management                          | 16M        | 00/00/0000 | 00/00/0000   | 00/00/0000      |
| 0       | Task 5: Bidding                                     | 2M         | 00/00/0000 | 00/00/0000   | 00/00/0000      |
| 0       | Council Approval                                    | 1D         | 00/00/0000 | 00/00/0000   | 00/00/0000      |
| 0       | Mobilization                                        | 1M         | 00/00/0000 | 00/00/0000   | 00/00/0000      |
| 0       | Task 6: Construction Management                     | 10M        | 00/00/0000 | 00/00/0000   | 00/00/0000      |
| 0       | Task 7: Construction/Inspection                     | 9M         | 00/00/0000 | 00/00/0000   | 00/00/0000      |
| 0       | Demobilization                                      | 1W         | 00/00/0000 | 00/00/0000   | 00/00/0000      |
| 0       | Project Close-out                                   | 1M         | 00/00/0000 | 00/00/0000   | 00/00/0000      |
| 0       | Grant Close-out                                     | 3M         | 00/00/0000 | 00/00/0000   | 00/00/0000      |

**Approved Amounts**

| Total Approved<br>Net Eligible | Federal<br>Share Percent | Total Approved<br>Federal Share Amount | Non-Federal<br>Share Percent | Total Approved<br>Non-Fed Share Amount |
|--------------------------------|--------------------------|----------------------------------------|------------------------------|----------------------------------------|
| \$176,750                      | 75.000000000             | \$132,563                              | 25.00000000                  | \$44,187                               |

**Allocations**

| Allocation<br>Number | IFMIS<br>Status | IFMIS<br>Date | Submission<br>Date | FY   | ES/DFSC<br>Support Req<br>In | ES/DFSC<br>Amend Nr | Proj Alloc Amount<br>Fed Share | Subrecipient<br>Management Cost | Total<br>Alloc Amount |
|----------------------|-----------------|---------------|--------------------|------|------------------------------|---------------------|--------------------------------|---------------------------------|-----------------------|
| 22                   | A               | 06/22/2020    | 06/22/2020         | 2020 | 2916866                      | 12                  | \$132,562.50                   | \$0.00                          | \$380,812.50          |
| Total                |                 |               |                    |      |                              |                     | \$132,562.50                   | \$0.00                          | \$380,812.50          |

06/24/2020  
2:37 PM

FEDERAL EMERGENCY MANAGEMENT AGENCY  
HAZARD MITIGATION GRANT PROGRAM

~~ITEM #L-2~~  
HMGP AP-01

Project Management Report

|                    |                        |                     |        |       |           |
|--------------------|------------------------|---------------------|--------|-------|-----------|
| Disaster<br>Number | FEMA<br>Project Number | Amendment<br>Number | App ID | State | Recipient |
| 4353               | 41 - R                 | 0                   | 47     | CA    | Statewide |

Subrecipient: Oxnard

FIPS Code: 111-54652

Project Title : Oxnard, Mandalay Bay Seawalls Structural Retrofit

Obligations

| Action<br>Nr | IFMIS<br>Status | IFMIS<br>Date | Submission<br>Date | FY   | SFS Support<br>Req ID | SFS Amend<br>Number | Suppl<br>Nr | Project Obligated<br>Amt - Fed Share | Subrecipient<br>Management Cost | Total Obligated<br>Amount |
|--------------|-----------------|---------------|--------------------|------|-----------------------|---------------------|-------------|--------------------------------------|---------------------------------|---------------------------|
| 1            | A               | 06/23/202     | 06/23/2020         | 2020 | 3019818               | 0                   | 39          | \$132,562.50                         | \$0.00                          | \$132,562.50              |
| Total        |                 |               |                    |      |                       |                     |             | \$132,562.50                         | \$0.00                          | \$132,562.50              |

## RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP 4353-47-41 (Phase 1 - Design)

Title: Mandalay Bay Seawall Retrofit (Phase 1 - Design)

## 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 is proposing to retrofit the existing seawall at Mandalay Bay (34.18088, -119.22364) to prevent failure of seawalls due to severe deterioration of its current condition and during a design-level seismic event. Phase 1 will consist of the development of project designs and permitting review, and designs will be reviewed in Phase 2 prior to construction activities.

Phase 1 (Design) of 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 Manual 023-01-001-01, Revision 1. Categorical Exclusions a4 (information gathering, data analysis and processing, information dissemination, review, interpretation, and development of documents) and a7 (commitment of resources, personnel, and funding to conduct audits, surveys, and data collection of a minimally intrusive nature) have 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 - 06/11/2020 23:41:54 GMT

## CATEX CATEGORIES

| Catex Category Code | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Selected |
|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| a4                  | (a4) Information gathering, data analysis and processing, information dissemination, review, interpretation, and development of documents. If any of these activities result in proposals for further action, those proposals must be covered by an appropriate CATEX. Examples include but are not limited to: (a) Document mailings, publication and distribution, training and information programs, historical and cultural demonstrations, and public affairs actions. (b) Studies, reports, proposals, analyses, literature reviews; computer modeling; and non-intrusive intelligence gathering activities.                                                                                                                                                                                                                                                                                                                                                                                                    | Yes      |
| a7                  | (a7) The commitment of resources, personnel, and funding to conduct audits, surveys, and data collection of a minimally intrusive nature. If any of these commitments result in proposals for further action, those proposals must be covered by an appropriate CATEX. Examples include, but are not limited to: (a) Activities designed to support the improvement or upgrade management of natural resources, such as surveys for threatened and endangered species, wildlife and wildlife habitat, historic properties, and archeological sites; wetland delineations; timber stand examination; minimal water, air, waste, material and soil sampling; audits, photography, and interpretation. (b) Minimally-intrusive geological, geophysical, and geo-technical activities, including mapping and engineering surveys. (c) Conducting Facility Audits, Environmental Site Assessments and Environmental Baseline Surveys, and (d) Vulnerability, risk, and structural integrity assessments of infrastructure. | Yes      |

## EXTRAORDINARY

| Extraordinary Circumstance Code | Description                                  | Selected ? |
|---------------------------------|----------------------------------------------|------------|
|                                 | No Extraordinary Circumstances were selected |            |



23:42:53

## RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP 4353-47-41 (Phase 1 - Design)

Title: Mandalay Bay Seawall Retrofit (Phase 1 - Design)

## ENVIRONMENTAL LAW / EXECUTIVE ORDER

| Environmental Law/<br>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                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Clean Water Act (CWA)                                                                 | Completed | Project would affect waters, including wetlands, of the U.S.                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|                                                                                       | Completed | Project may require Section 404/401 or Section 9/10 (Rivers and Harbors Act) permit, including qualification under Nationwide Permits - 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 | Located in floodplain or effects on floodplain/flood levels                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|                                                                                       | Completed | No adverse effect on floodplain and not adversely affected by the floodplain - Review concluded                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Executive Order 11990 - Wetlands                                                      | Completed | No effects on wetlands and project outside wetlands - Review concluded                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Executive Order 12898 - Environmental Justice for Low Income and Minority Populations | Completed | Low income or minority population in or near project area                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|                                                                                       | 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 action is to provide funding to the subrecipient for Phase 1 design development, without any proposed physical disturbance. These actions would result in no impacts to endangered species. ESA review will need to be completed prior to implementing any subsequent phases of the project. The proposed scope of work for program design and development will not destroy or adversely modify suitable habitat and will not affect any other listed or proposed species. It is therefore determined the |

## RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP 4353-47-41 (Phase 1 - Design)

Title: Mandalay Bay Seawall Retrofit (Phase 1 - Design)

| Environmental Law/<br>Executive Order                          | Status    | Description                                                                                             | Comment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----------------------------------------------------------------|-----------|---------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                |           |                                                                                                         | proposed action would have No Effect on listed species and consultation with the Services under Section 7 of the Endangered Species Act is not required. - dcohen3 - 06/11/2020 22:27:30 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                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|                                                                | Completed | Project does not have potential to take migratory birds - Review concluded                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Magnuson-Stevens Fishery Conservation and Management Act (MSA) | Completed | Project located in or near Essential Fish Habitat                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|                                                                | Completed | Project does not adversely affect Essential Fish Habitat - Review concluded                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| National Historic Preservation Act (NHPA)                      | Completed | Not type of activity with potential to affect historic properties - Review concluded                    | The Project is for Phase 1 design/engineering only with no ground disturbance or other resource alteration. It complies with Stipulation I.A.7.f. (Assistance provided for planning, studies, design and engineering costs that involve no commitment of resources other than staffing and associated funding) of the Programmatic Agreement among the Federal Emergency Management Agency (FEMA), California State Historic Preservation Office (SHPO), and California Office of Emergency Services (Cal OES), signed October 29, 2019. Thus, the Undertaking does not require SHPO review, and FEMA has no further Section 106 responsibilities in accordance with 36 CFR § 800.3(a)(1). No ground disturbance is proposed with this undertaking. FEMA must be contacted prior to any change of the undertaking, including any potential need for ground disturbance (including borings or other test for geotechnical or other purposes) or destructive testing of the seawall to determine if further review |

## RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP 4353-47-41 (Phase 1 - Design)

Title: Mandalay Bay Seawall Retrofit (Phase 1 - Design)

Environmental Law/  
Executive Order

## Status

## Description

## Comment

for Environmental and Historic Preservation compliance is needed. Phase 2 of the Project requires a separate review by FEMA for compliance with Environmental and Historic Preservation review, and the Subrecipient must provide project drawings, specifications, and other studies to FEMA for this review. - mnowick - 01/15/2020 17:39:48 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:

This Phase 1 review is for design and engineering services only, and does not include any ground disturbing activities or modification (including destructive testing) of the seawall or other resources. If any ground disturbing activities or modification (including destructive testing) of the seawall or resources is needed as part of Phase I, the Subrecipient must have FEMA's prior written approval evidencing FEMA's compliance with environmental and historic preservation requirements.

Source of condition: National Historic Preservation Act (NHPA)

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, subapplication, 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.

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



**FEMA**

August 7, 2020

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

Reference: Application Approval, HMGP #4407-431-079R  
City of Oxnard, California  
Central Trunk Sanitary Sewer Reconstruction – Phase One (Design/Engineering)  
Supplement #54

Dear Mr. Ghilarducci:

The Federal Emergency Management Agency (FEMA) have approved and issued Hazard Mitigation Grant Program (HMGP) funds for the City of Oxnard (recipient), HMGP #4407-431-079R, Central Trunk Sanitary Sewer Reconstruction – Phase One (Design/Engineering).

The total eligible costs are \$217,466. As shown in the enclosed Obligation Report - Supplement #54, we have obligated \$163,100 for up to 75 percent federal share; the non-Federal share match is \$54,366. 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 City of Oxnard will install a double barrel siphon and approximately 600 linear feet of pipe for the Central Trunk sanitary sewer system under the Union Pacific railroad tracks. The project will occur in two phases. Phase 1 will consist of design/engineering, environmental review, and permitting. Construction activities would occur during Phase 2, and an additional environmental review will be conducted prior to these activities.
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. **Activity Completion Date** – The work schedule in the application states the Phase One completion time frame is 18 months. We will annotate February 7, 2022 as the project completion date. Please inform the subrecipient that work completed after this date is not eligible

Mr. Ghilarducci  
August 7, 2020

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. **Grant Period of Performance** – The POP is the period during which the Cal OES is expected to complete all subgrant activities and costs within the grant. For 4407-DR-CA, the POP ends no later than 36 months from the close of the application period or May 14, 2021. Additional extensions beyond the May 14, 2024 POP are approved by FEMA Headquarters. Please refer to Part VI.D.4 of the *Guidance* and advise the Subrecipient; FEMA may de-obligate Federal funds for any work not completed by **February 7, 2022** where no time extension is approved.
5. **National Environmental Policy Act (NEPA)** – Phase 1 (Design/Engineering) of 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 Manual 023-01-001-01, Revision 1. Categorical Exclusions a4 (information gathering, data analysis and processing, information dissemination, review, interpretation, and development of documents) and a7 (commitment of resources, personnel, and funding to conduct audits, surveys, and data collection of a minimally intrusive nature) have 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.
6. 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 Thomas Berry, Sr. Hazard Mitigation Assistance Specialist, at [Thomas.Berry@fema.dhs.gov](mailto:Thomas.Berry@fema.dhs.gov).

Sincerely,

For Juliette Hayes  
Director  
Mitigation Division  
FEMA Region IX

cc: Jennifer Hogan, State Hazard Mitigation Officer  
Emily Winchell, Cal OES  
Robert Aguilar, Cal OES  
Robin Shepard, Cal OES  
Monika Saputra, Cal OES

Enclosures (4):  
Obligation Report - Supplement #54  
Project Management Report  
Record of Environmental Considerations  
Standard HMGP Conditions

## RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP 4407-431-079 (Phase 1)

Title: Central Trunk Sanitary Sewer Reconstruction (Phase 1 - Design)

## 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 proposes to install a double barrel siphon and approximately 600 linear feet of pipe for the Central Trunk sanitary sewer system under the Union Pacific railroad tracks. The project would occur in two phases. Phase 1 consisting of design/engineering, environmental review, and permitting. Construction activities would occur during Phase 2, and an additional environmental review will be conducted prior to these activities.

Phase 1 (Design/Engineering) of 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 Manual 023-01-001-01, Revision 1. Categorical Exclusions a4 (information gathering, data analysis and processing, information dissemination, review, interpretation, and development of documents) and a7 (commitment of resources, personnel, and funding to conduct audits, surveys, and data collection of a minimally intrusive nature) have 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 - 07/23/2020 20:44:18 GMT

## CATEX CATEGORIES

| Catex Category Code | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Selected |
|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| a4                  | (a4) Information gathering, data analysis and processing, information dissemination, review, interpretation, and development of documents. If any of these activities result in proposals for further action, those proposals must be covered by an appropriate CATEX. Examples include but are not limited to: (a) Document mailings, publication and distribution, training and information programs, historical and cultural demonstrations, and public affairs actions. (b) Studies, reports, proposals, analyses, literature reviews; computer modeling; and non-intrusive intelligence gathering activities.                                                                                                                                                                                                                                                                                                                                                                                                    | Yes      |
| a7                  | (a7) The commitment of resources, personnel, and funding to conduct audits, surveys, and data collection of a minimally intrusive nature. If any of these commitments result in proposals for further action, those proposals must be covered by an appropriate CATEX. Examples include, but are not limited to: (a) Activities designed to support the improvement or upgrade management of natural resources, such as surveys for threatened and endangered species, wildlife and wildlife habitat, historic properties, and archeological sites; wetland delineations; timber stand examination; minimal water, air, waste, material and soil sampling; audits, photography, and interpretation. (b) Minimally-intrusive geological, geophysical, and geo-technical activities, including mapping and engineering surveys. (c) Conducting Facility Audits, Environmental Site Assessments and Environmental Baseline Surveys, and (d) Vulnerability, risk, and structural integrity assessments of infrastructure. | Yes      |

## EXTRAORDINARY

| Extraordinary Circumstance Code | Description                                  | Selected ? |
|---------------------------------|----------------------------------------------|------------|
|                                 | No Extraordinary Circumstances were selected |            |



## RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP 4407-431-079 (Phase 1)

Title: Central Trunk Sanitary Sewer Reconstruction (Phase 1 - Design)

## ENVIRONMENTAL LAW / EXECUTIVE ORDER

| Environmental Law/<br>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                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 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                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Executive Order 11990 - Wetlands                                                      | Completed | No effects on wetlands and project outside wetlands - Review concluded                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Executive Order 12898 - Environmental Justice for Low Income and Minority Populations | Completed | Low income or minority population in or near project area                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|                                                                                       | 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 action is to provide funding to the subrecipient for Phase 1 design development funds, without any proposed physical disturbance. These actions would result in no impacts to endangered species. ESA review will need to be completed prior to implementing any subsequent phases of the project. The proposed scope of work for design development will not destroy or adversely modify suitable habitat and will not affect any other listed or proposed species. It is therefore determined the proposed action would have No Effect on listed species and consultation with the Services under Section 7 of the Endangered Species Act is not required.<br>- dcohen3 - 07/23/2020 21:11:15 GMT |
|                                                                                       | Completed | No effect to species or designated critical habitat (See comments for justification) - Review concluded                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

21:21:03

## RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP 4407-431-079 (Phase 1)

Title: Central Trunk Sanitary Sewer Reconstruction (Phase 1 - Design)

| Environmental Law/<br>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                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|                                                                | 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 | Not type of activity with potential to affect historic properties - Review concluded    | The Undertaking complies with Stipulation I.A.7.f. (assistance provided for planning, studies, design and engineering costs that involve no commitment of resources other than staffing and associated funding) of the Programmatic Agreement among the Federal Emergency Management Agency (FEMA), State Historic Preservation Office (SHPO) and California Office of Emergency Services (Cal OES), signed October 29, 2019. Thus, the Undertaking does not require SHPO review, and FEMA has no further Section 106 responsibilities in accordance with 36 CFR § 800.3(a)(1). No ground disturbance is proposed. - dcohen3 - 07/23/2020 20:36:56 GMT |
| Wild and Scenic Rivers Act (WSR)                               | Completed | Project is not along and does not affect Wild and Scenic River - Review concluded       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

## CONDITIONS

## 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.

# FEDERAL EMERGENCY MANAGEMENT AGENCY

## RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

**Project** HMGP 4407-431-079 (Phase 1)

**Title:** Central Trunk Sanitary Sewer Reconstruction (Phase 1 - Design)

---

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.

08/07/2020  
15:35

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

HMGP ITEM #L-2  
100002

| Disaster No | FEMA Project No | Amendment No | State Application ID | Action No | Supplemental No | State | Recipient |
|-------------|-----------------|--------------|----------------------|-----------|-----------------|-------|-----------|
| 4407        | 79 -R           | 0            | 431                  | 1         | 54              | CA    | Statewide |

Subrecipient: Oxnard

Project Title : City of Oxnard, Reconstruction of the Central Trunk Sanitary Sewer

Subrecipient FIPS Code: 111-54652

| Total Amount Previously Allocated | Total Amount Previously Obligated | Total Amount Pending Obligation | Total Amount Available for New Obligation |
|-----------------------------------|-----------------------------------|---------------------------------|-------------------------------------------|
| \$163,099.50                      | \$163,099.50                      | \$0.00                          | \$0.00                                    |

| Project Amount | Subrecipient Management Cost Amount | Total Obligation | IFMIS Date | IFMIS Status | FY   |
|----------------|-------------------------------------|------------------|------------|--------------|------|
| \$163,099.50   | \$0.00                              | \$163,099.50     | 08/07/2020 | Accept       | 2020 |

**Comments**

Date: 08/07/2020 User Id: SSCOTT39

Comment: Approved Funding for Central Trunk Sanitary Sewer Reconstruction (Phase 1 Design)

**Authorization**

Preparer Name: STEVEN SCOTT

Preparation Date: 08/07/2020

HMO Authorization Name: THOMAS BERRY

HMO Authorization Date: 08/07/2020

\_\_\_\_\_  
Authorizing Official Signature

\_\_\_\_\_  
Authorizing Official Title

\_\_\_\_\_  
Authorization Date

\_\_\_\_\_  
Authorizing Official Signature

\_\_\_\_\_  
Authorizing Official Title

\_\_\_\_\_  
Authorization Date

08/07/2020

3:36 PM

## FEDERAL EMERGENCY MANAGEMENT AGENCY

HMGP AP-01 **ITEM #L-2**

## HAZARD MITIGATION GRANT PROGRAM

## Project Management Report

|                    |                        |                     |        |       |           |
|--------------------|------------------------|---------------------|--------|-------|-----------|
| Disaster<br>Number | FEMA<br>Project Number | Amendment<br>Number | App ID | State | Recipient |
| 4407               | 79 - R                 | 0                   | 431    | CA    | Statewide |

Subrecipient: Oxnard

FIPS Code: 111-54652

Project Title : City of Oxnard, Reconstruction of the Central Trunk Sanitary Sewer

**Mitigation Project Description**

Amendment Status : Approved

Approval Status: Approved

Project Title : City of Oxnard, Reconstruction of the Central Trunk Sanitary Sewer

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       | Phase 1: Design- (Entire Duration Phase One)       | 18 months  | 00/00/0000 | 00/00/0000   | 00/00/0000      |
| 0       | Phase 2: Construction- (Entire Duration Phase Two) | 16 months  | 00/00/0000 | 00/00/0000   | 00/00/0000      |

**Approved Amounts**

| Total Approved<br>Net Eligible | Federal<br>Share Percent | Total Approved<br>Federal Share Amount | Non-Federal<br>Share Percent | Total Approved<br>Non-Fed Share Amount |
|--------------------------------|--------------------------|----------------------------------------|------------------------------|----------------------------------------|
| \$217,466                      | 75.000000000             | \$163,100                              | 25.000000000                 | \$54,366                               |

**Allocations**

| Allocation<br>Number | IFMIS<br>Status | IFMIS<br>Date | Submission<br>Date | FY   | ES/DFSC<br>Support Req<br>ID | ES/DFSC<br>Amend Nr | Proj Alloc Amount<br>Fed Share | Subrecipient<br>Management Cost | Total<br>Alloc Amount |
|----------------------|-----------------|---------------|--------------------|------|------------------------------|---------------------|--------------------------------|---------------------------------|-----------------------|
| 19                   | A               | 08/07/2020    | 08/07/2020         | 2020 | 2928733                      | 16                  | \$163,099.50                   | \$0.00                          | \$355,803.75          |
| Total                |                 |               |                    |      |                              |                     | \$163,099.50                   | \$0.00                          | \$355,803.75          |

**Obligations**

| Action<br>Nr | IFMIS<br>Status | IFMIS<br>Date | Submission<br>Date | FY   | SFS Support<br>Req ID | SFS Amend<br>Number | Suppl<br>Nr | Project Obligated<br>Amt - Fed Share | Subrecipient<br>Management Cost | Total Obligated<br>Amount |
|--------------|-----------------|---------------|--------------------|------|-----------------------|---------------------|-------------|--------------------------------------|---------------------------------|---------------------------|
| 1            | A               | 08/07/202     | 08/07/2020         | 2020 | 3043579               | 0                   | 54          | \$163,099.50                         | \$0.00                          | \$163,099.50              |
| Total        |                 |               |                    |      |                       |                     |             | \$163,099.50                         | \$0.00                          | \$163,099.50              |

## 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, subapplication, 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.

\\R9li8a1\mitdata\$\05. HMA Grants Management\02. HMGP\HMGP Standard Conditions\Standard HMGP Conditions, August 2018.docx

CITY COUNCIL OF THE CITY OF OXNARD  
 RESOLUTION NO. 15,236  
 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

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 \$15,750,000 in Hazard Mitigation Grant Program funds regarding the Hazard Mitigation Grant Program to be used for the reconstruction of the central trunk sanitary sewer; the structural seismic retrofit of the Oxnard Performing Arts Center; and the structural seismic retrofit of City Hall.

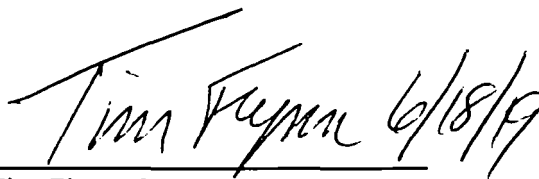
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oxnard that the City Manager is hereby authorized to execute for and on behalf of the City of Oxnard, a public entity established under the laws of the State of California, these applications and to file them with the California Governor's 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, per the State of California Governor's Office of Emergency Services form Cal OES 130 (attached hereto and incorporated herein as Attachment A). 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 his or her designee is authorized to submit non-financial reports.

PASSED AND ADOPTED THIS 18th day of June, 2019, by the following vote:

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

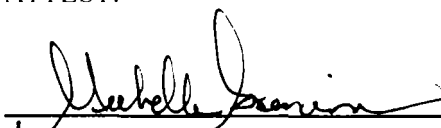
NOES: None.

ABSENT: None.

  
 Tim Flynn, Mayor

APPROVED AS TO FORM:

ATTEST:

  
 Michelle Ascencion, City Clerk

  
 Stephen M. Fischer, City Attorney



STATE OF CALIFORNIA  
CALIFORNIA GOVERNORS OFFICE OF EMERGENCY SERVICE  
CAL OES 130 - INSTRUCTIONS

## **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."

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.

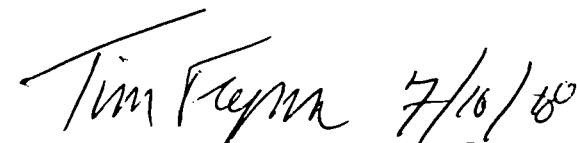
NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of an application by the Public Works Department regarding the Competitive Hazard Mitigation Grant Program and to approve submittal of seven grant applications by the City Manager for the aforementioned purposes. 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.

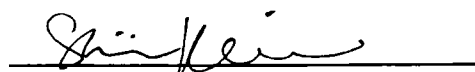
ABSENT: None.

  
Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

  
Michelle Ascencion, City Clerk

  
Stephen M. Fischer, City Attorney



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

**DATE:** October 6, 2020

**TO:** City Council

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

**SUBJECT:** Notice of Completion for Flashing Pedestrian Beacon Project PW 19-71 in 14 Locations Citywide.

**RECOMMENDATION**

That the City Council receive an update following a Notice of Completion for the Flashing Pedestrian Beacon Project executed on May 14, 2020.

**BACKGROUND**

The Flashing Pedestrian Beacon Project (Project), as identified in the 2019-2024 Capital Improvement Program, consisted of installing rectangular rapid flashing beacons (RRFBs) to improve pedestrian safety at 14 high priority locations throughout the City (Attachment 1-Project Location Map). The Project included solar powered RRFBs, signing and striping including crosswalks, and ADA curb ramp improvements. The specific work for this Project included furnishing all necessary labor, materials, equipment and other incidentals for installing the RRFBs and ADA improvements.

**CIP Reference**

Project No. **163105** - Flashing Pedestrian Beacon - CIP 2019-2014 - Adopted April 2, 2019 - Page 115

**DISCUSSION**

The notice inviting formal bids (NIFB) on the Project was published on August 8, 2019, and all bids were due on September 18, 2019. On November 5, 2019, Council approved Agreement A-8186 in the amount of \$540,581.56 with Taft Electric Company and also approved a project contingency amount of \$54,058.16.

Construction on the Project began on February 3, 2020 and was completed on April 17, 2020.

**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**

There is no financial impact to receiving this update report. The construction portion of the project was awarded to Taft Electric Company for \$540,581.56 and there were two (2) change orders which resulted in a credit to the City of \$15,508.81 for a total construction cost of \$525,072.75. The total project budget as of September 8, 2020 is \$691,482 with total costs of \$614,943. The project was completed within budget.

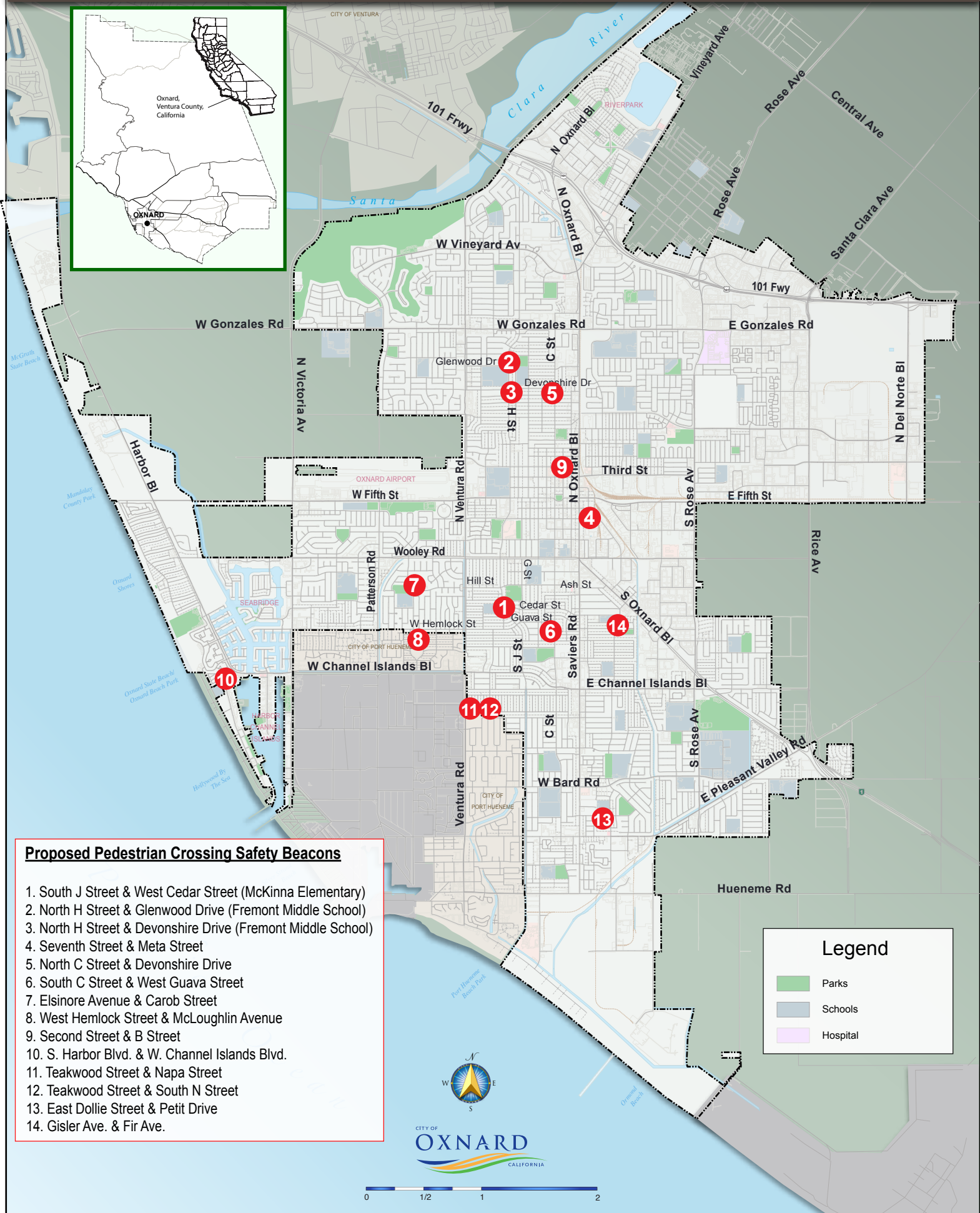
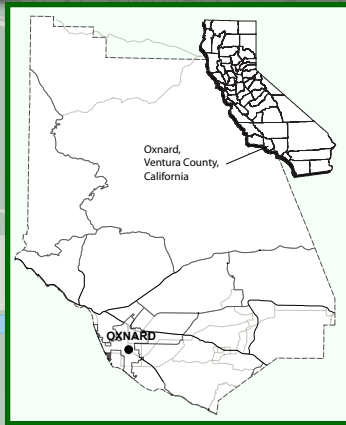
**COMMITTEE OUTCOME**

This item did not originate in Committee.

*Prepared by: Tatiana Arnaout, City Engineer*

**ATTACHMENTS**

1. Project Location Map
2. Before and After Photos of Pedestrian Flashing Beacon Project
3. NOC A-8186 Flashing Pedestrian Beacon PW 19-71



### Proposed Pedestrian Crossing Safety Beacons

1. South J Street & West Cedar Street (McKinna Elementary)
2. North H Street & Glenwood Drive (Fremont Middle School)
3. North H Street & Devonshire Drive (Fremont Middle School)
4. Seventh Street & Meta Street
5. North C Street & Devonshire Drive
6. South C Street & West Guava Street
7. Elsinore Avenue & Carob Street
8. West Hemlock Street & McLoughlin Avenue
9. Second Street & B Street
10. S. Harbor Blvd. & W. Channel Islands Blvd.
11. Teakwood Street & Napa Street
12. Teakwood Street & South N Street
13. East Dollie Street & Petit Drive
14. Gisler Ave. & Fir Ave.

### Legend

- Parks
- Schools
- Hospital



CITY OF  
**OXNARD**  
CALIFORNIA

0 1/2 1 2



## Before and After Photos of Flashing Pedestrian Beacon Project





RECORDING REQUESTED BY

**CITY OF OXNARD**

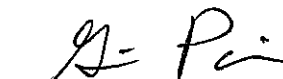
WHEN RECORDED, MAIL TO:

Renee Hatcher, Public Works Construction Project Coordinator  
 305 W. 3<sup>rd</sup> Street, East Wing, 3<sup>rd</sup> Floor  
 OXNARD, CA. 93030

REQUEST RECORDING WITHOUT FEE. RECORD FOR THE BENEFIT OF THE  
 CITY OF OXNARD PURSUANT TO SEC. 27383 OF THE GOVERNMENT CODE.

**NOTICE OF COMPLETION OF CONTRACT****CERTIFICATION BY PROGRAM PROJECT MANAGER**

I hereby certify that the work called for in Contract No. A-8186 dated November 5, 2019 has been completed in accordance with City Standards and Specifications.

DATED: 5/14/2020


GIANNA POURARIEN, PROJECT MANAGER

**NOTICE OF COMPLETION OF CONTRACT**

In accordance with Civil Code Section 3093, NOTICE IS HEREBY GIVEN that the City of Oxnard, 305 W. 3<sup>rd</sup> Street, Oxnard, CA 93030, as owner in fee with all interest and rights for contract, has caused the following work of improvement to be constructed.

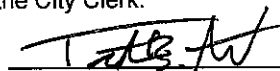
CONTRACT NO. A-8186 DATED November 5, 2019 FOR Flashing Pedestrian Beacon Project LOCATED at various locations in the City of Oxnard IN CONFORMANCE WITH PROJECT SPECIFICATION NO. PW 19-71 said work was completed on April 17, 2020, by:

Taft Electric Company 1694 Eastman Avenue, Ventura, CA 93003  
 Contractor Address

The Fidelity and Deposit Company of Maryland is surety under a Public Contract Bond. California Bond No. 9326642 for the obligation of said contractor to the City under said contract. Total Contract Dollar Amount, including Change Orders \$524,784.82.

Said bond is on file in the Office of the City Clerk.

5/14/2020  
 DATE

  
 TATIANA ARNAOUT  
 CITY ENGINEER  
 FOR CITY OF OXNARD

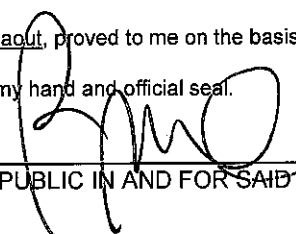
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 COUNTY OF VENTURA ) ss

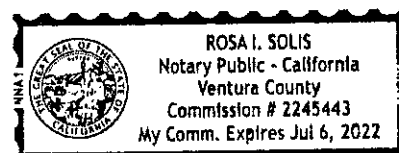
Subscribed and sworn to (or affirmed) before me on this 14th day of May, 2020, by

Tatiana Arnaout, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

WITNESS my hand and official seal.

  
 NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

SEAL







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

**DATE:** October 6, 2020

**TO:** City Council

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

**SUBJECT:** City of Oxnard Proposed Truck Route Modifications.

**RECOMMENDATION**

That the City Council adopt a resolution, pursuant to Oxnard City Code Section 8-3, amending the City of Oxnard Truck Route Map and removing the following road segments from the designated truck routes in the City: Oxnard Boulevard from the US 101 Freeway to Gonzales Road, and Vineyard Avenue from the US 101 Freeway to Oxnard Boulevard. (Public Works and Transportation Committee approved 3-0)

**BACKGROUND**

On May 21, 2019, the City Council approved the removal of the truck route designation along 5th Street between Oxnard Boulevard and Rose Avenue as well as the truck route designation along Oxnard Boulevard between Gonzales Road and the Five Points intersection where Oxnard Boulevard meets Saviers Road to the south and Wooley Road running east-west. The primary reason for removing the truck route designations was inadequate roadway physical conditions, such as narrow streets and small corner radii that cannot accommodate large truck movements on the roadway and intersections. Roadways, sidewalks, fire hydrants, and traffic signal equipment on the roadway and intersections have been damaged by truck movements, as has a least one building. Additionally, the removal of these truck routes was intended to reduce the conflict between trucks and pedestrians in Downtown area intersections, further enhance pedestrian safety and create a more pleasant downtown.

It has been observed that large trucks still exit the US 101 Freeway at Oxnard Boulevard or Vineyard Avenue and traverse southbound on Oxnard Boulevard past Gonzales Road. To prevent this from continuing to occur, the northern section of Oxnard Boulevard from the US 101 Freeway to Gonzales Road, and Vineyard Avenue from the US 101 Freeway to Oxnard Boulevard should be eliminated from the truck route map. This will inform the truck drivers to use other alternative parallel routes from the US 101 Freeway such as Victoria Avenue, Ventura Road and Rose Avenue. It should be noted that this designation will not preclude trucks from making local deliveries to businesses and residences as these deliveries are allowed under State law.

City Code section 8-3(A) states:

"The city council declares that all streets in the city, other than those designated on a map, not printed herein, are light traffic streets. The city council may, from time to time, by resolution amend this map. The city shall adequately post those streets designated on the map as truck routes."

City Code section 8-3(B) further provides:

"No operator of a commercial vehicle with a gross weight, including load, over five tons ("truck"), shall use a light traffic

street, except when necessary to reach a destination, for the purpose of loading cargo, and such location cannot be reached by a truck route.”

Furthermore, there has been discussion regarding the ability of the City of Oxnard Police Department to enforce truck route usage. It should be noted that per City Code section 8-65:

"City police officers shall enforce the street traffic regulations of this chapter and State laws applicable to street traffic in the city; make arrests for traffic violations; investigate traffic accidents; cooperate with the traffic engineer and other city officers and employees in administering traffic laws and improving traffic conditions; and carry out duties imposed on a police officer by this chapter."

This includes enforcement of truck routes within City limits, therefore, should heavy trucks be seen driving through any roads that are not designated as truck routes within the City of Oxnard, police officers have the authorization to pull them over and issue citations accordingly, assuming they are not making local deliveries which are permitted under State laws.

## **DISCUSSION**

These modifications to the existing truck route map would better inform truck drivers and encourage the use of designated truck routes in the City prior to exiting at Oxnard Boulevard or Vineyard Avenue. Additionally, it would help maintain the City's roadway conditions and enhance traffic and pedestrian safety along Oxnard Boulevard and Vineyard Avenue. The proposed revised citywide truck route map is attached (Exhibit B).

Staff is coordinating these efforts with Caltrans to ensure consistency and compliance with truck routes adjacent to Caltrans jurisdiction. Caltrans recommended that the City evaluate impacts on local businesses and study the proposed route for its suitability for trucks, including factors like turning ability, horizontal and vertical clearance, traffic signal timing and signs.

Staff performed the evaluations as recommended by Caltrans and determined that these modifications are expected to have minimal impact on local businesses, as commercial trucks are permitted on light traffic streets to make local deliveries. At the same time, the elimination of the specific segments of Oxnard Boulevard and Vineyard Avenue from the designated truck route map will reroute truck traffic to other, more appropriate truck route roadways which include Ventura Road, Victoria Avenue and Rose Avenue. These roadways are better designed and equipped to handle truck traffic.

Following Council approval, the modified truck route map will be submitted to Caltrans for approval.

## **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**

It will cost approximately \$5,000 for removal of old signs and installation of new ones. There is sufficient funding available in the FY 2020-21 State Gas Tax Fund operating budget (181-3102-803.81-04) for this cost.

## **COMMITTEE OUTCOME**

The Public Works and Transportation Committee approved 3-0 on September 8, 2020 to approve the staff recommendation and to forward the item for Council approval.

*Prepared by: Tatiana Arnaout, City Engineer*

**ATTACHMENTS**

1. Truck Route Resolution
2. Exhibit A-Oxnard Truck Routes (Current)
3. Exhibit B-Oxnard Truck Routes (Proposed)

## CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD  
AMENDING THE MAP DESIGNATING THE LIGHT TRAFFIC STREETS  
WITHIN THE CITY OF OXNARD

WHEREAS, pursuant to Oxnard City Code Section 8-3(A), the City Council declared that all streets in the City, other than those designated on a map adopted by the City Council, are light traffic streets; and

WHEREAS, the map referenced in Oxnard City Code Section 8-3 thereby designates the truck routes within the City; and

WHEREAS, pursuant to Oxnard City Code Section 8-3(A), the City Council may amend the map by resolution; and

WHEREAS, the City Council wishes to amend the map to remove a portion of Oxnard Boulevard between the US 101 Freeway and Gonzales Road, and Vineyard Avenue between the US 101 Freeway and Oxnard Boulevard, from the designated truck routes within the City.

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

Section 1. The City Council hereby amends the map referenced in Oxnard City Code Section 8-3 and replaces it with the map that is attached here as Exhibit B and incorporated herein by this reference.

PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Tim Flynn, Mayor

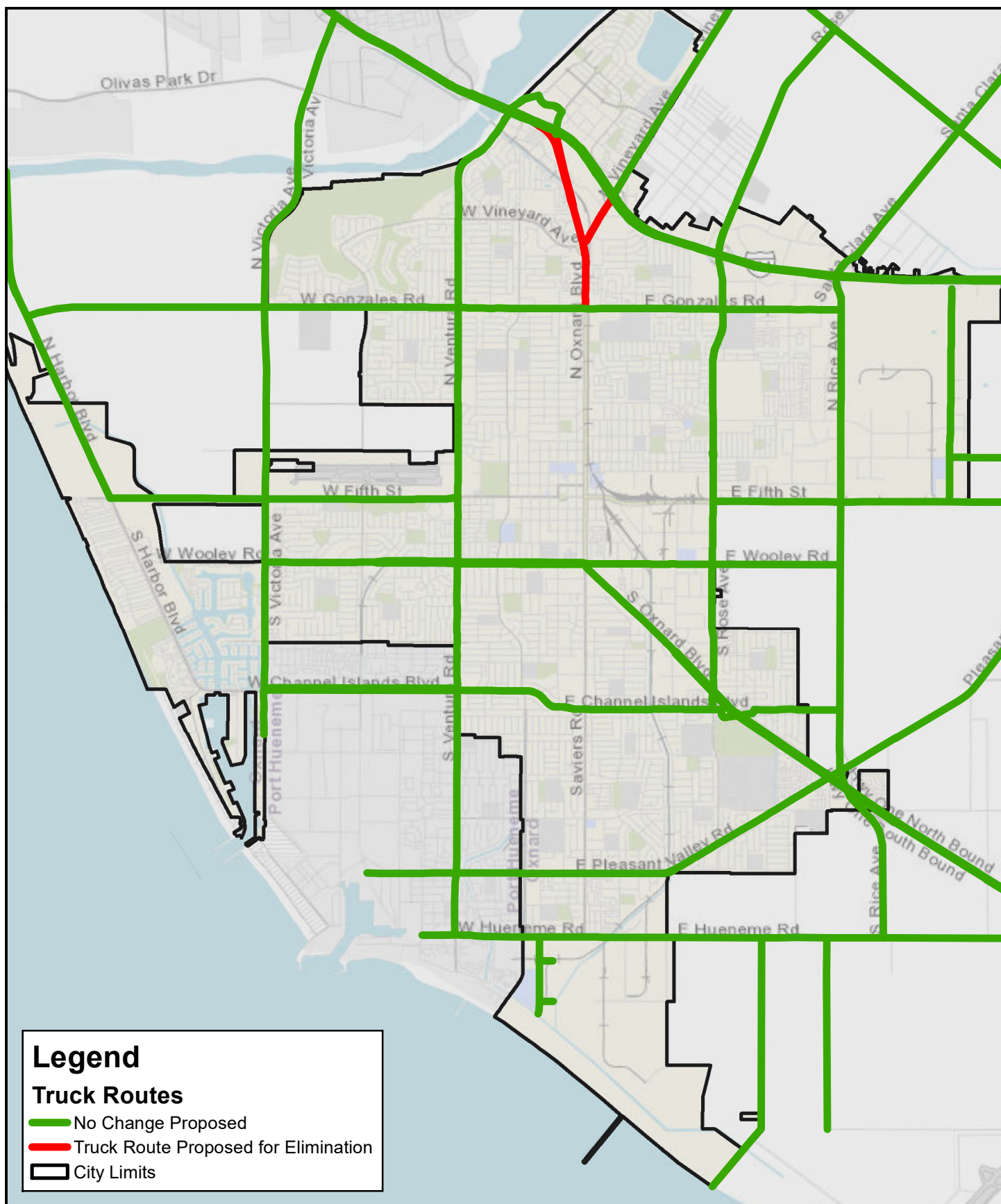
ATTEST:

\_\_\_\_\_  
Michelle Ascencion, City Clerk

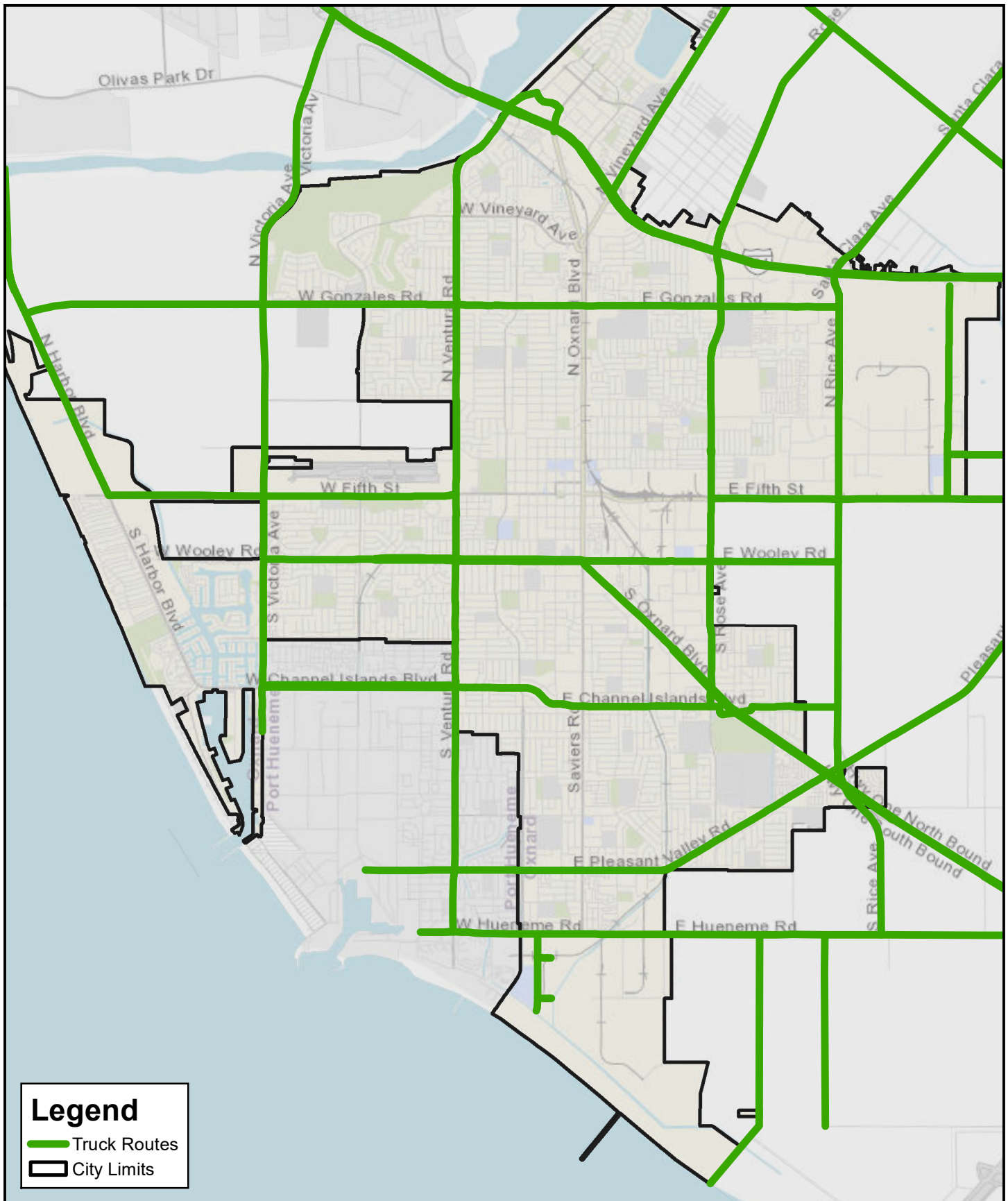
APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen M. Fischer, City Attorney

# EXHIBIT A - PROPOSED TRUCK ROUTE REMOVAL PLAN



# EXHIBIT B - CITYWIDE TRUCK ROUTE MAP



## Legend

- Truck Routes
- City Limits



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

**DATE:** October 6, 2020

**TO:** City Council

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

**SUBJECT:** Letters of Support for Designation of United States Bicycle Route 95 and Clean Mobility Options Grant Application.

**RECOMMENDATION**

That the City Council approve and authorize the City Manager to:

1. Submit a letter of support for bicycling and non-motorized use by designating United States Bicycle Route 95; and
  2. Submit a letter of support for Bike Ventura's Application from California Climate Investments, Clean Mobility Options, for a Community Transportation Needs Assessment, in the City of Oxnard.
- (Public Works and Transportation Committee approved 3-0)

**BACKGROUND**

The United States Bicycle Route System (USBRS) is a national network of numbered bicycle routes. To date, more than 14,000 miles of routes have been established in 26 states. The California Bicycle Coalition and Adventure Cycling Association, with the cooperation of Caltrans, have proposed a coastal route in California be designated as USBR 95, a portion of which runs through the City of Oxnard on Harbor Boulevard, Channel Islands Boulevard, Ventura Road, and Hueneme Road (attached map)

The Clean Mobility Options Voucher Program, Community Transportation Needs Assessment, provides funding from the California Climate Investments, a statewide initiative that aims to reduce greenhouse gas emissions, strengthen the economy, and improve public health and the environment, particularly in disadvantaged communities. Bike Ventura, a local non-profit, submitted a grant application for a Clean Mobility Options, Transportation Needs Assessment, which supports non-motorized use in the City of Oxnard.

**DISCUSSION**

**United States Bicycle Route 95**

The American Association of State Highway and Transportation Officials (AASHTO) has recommended that a pacific coast bicycle route corridor through California to be identified as USBR 95, a portion of which is located within the City of Oxnard on Harbor Boulevard, Channel Islands Boulevard, Ventura Road, and Hueneme Road (attached map).

Designating a USBR allows for interstate connections and possibilities for cross-country bicycle travel, bringing out-of-state tourism spending and generating interest in our region. Bicycle tourism is a growing industry, contributing to the economies of communities that provide facilities for tourists. As a City, Oxnard stands to benefit from this opportunity both economically and from the health and environmental related benefits of encouraging bicycle travel in our region.



In order for the route to receive an official designation from AASHTO, it must be acceptable to all of the cities and counties that the route passes in the state, which is documented through a letter of support to Caltrans. Once all California cities and county approvals are in place, Caltrans can apply to AASHTO for official recognition. In our region, the County of Ventura, City of Ventura and City of Santa Barbara have sent letters of support. City Traffic Engineering Staff reviewed the proposed route and found it to be suitable for cyclists, therefore City Staff recommends City Council endorse the nomination of the USBR 95 route for AASHTO designation.

### **Clean Mobility Options Funding Opportunity**

California Climate Investments is a statewide initiative that aims to reduce greenhouse gas emissions, strengthen the economy, and improve public health and the environment, particularly in disadvantaged communities. The initiative included a Clean Mobility Options, Transportation Needs Assessment, funding opportunity. Bike Ventura, a local non-profit who encourages healthy community through equitable bicycle education, empowerment, and advocacy, submitted a grant application for a Clean Mobility Options Transportation Needs Assessment in Oxnard.

Bike Ventura's proposed assessment project will conduct outreach, engagement, and collaboration with disadvantaged community members within the City. A multi-layered community engagement plan will collect feedback from previously underrepresented community members including Mixtec speaking farmworkers and residents who do not have regular internet access. A variety of incentives will be used to encourage participation including free bike repair, free bike lights, and raffles. Also included in Bike Ventura's budget are COVID-19 precaution supplies such as masks, hand sanitizer, and other PPE for the outreach team and participants.

Bike Ventura's goal is to provide the City with data on travel behavior and potential clean mobility options that could be implemented including bicycle and pedestrian enhancements, transit improvements including first and last mile options for rail and bus, and interest in shared-use clean solutions such as electric car share, bike share, and scooter share. The robust public outreach effort will provide the City with feedback from the public, specifically disadvantaged communities, on their travel preferences. The outreach efforts will position the City to better compete for future active transportation grants.

The City is not the lead agency for this project and will not administer any grant funding. If Bike Ventura is awarded the grant voucher, City Staff may attend community outreach meetings and review the proposed recommendations, as their schedules allow. Bike Ventura will provide the City with the completed report for use in preparing future grant applications.

### **STRATEGIC PRIORITIES**

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

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

Objective 3a. Create a renewed focus on establishing a positive outlook and orientation of our City, neighborhoods and overall community.

### **FINANCIAL IMPACT**

There is no financial impact in supporting the USBR 95 designation or supporting Bike Ventura's Grant Application for a Clean Mobility Options Voucher, Community Transportation Needs Assessment, in the City of Oxnard.

### **COMMITTEE OUTCOME**

The Public Works and Transportation Committee approved 3-0 on September 8, 2020 to approve the staff



recommendation and to forward the item for Council approval. Staff confirmed that there is no correlation between the bicycle and pedestrian fatalities within the City and the areas being assessed through the Clean Mobility Options, Transportation Needs Assessment. The purpose of the assessment is to understand the mobility needs of disadvantaged communities.

*Prepared by: Debbie O'Leary, Transportation Planner*

**ATTACHMENTS**

1. USBR 95 Support Letter
2. Letter of Support Community Transportation Needs Assessment in Oxnard
3. USBR 95 Location Map

**Public Works Department**

305 West Third Street, East Wing, Second Floor  
 Oxnard, California 93030  
 Tel 805.200.5283



October 6, 2020

Caltrans District 7  
 Dale Benson, Senior Transportation Engineer  
 Bicycle and Pedestrian Coordinator  
 Local Assistance  
 100 S. Main Street, #12-420  
 Los Angeles, CA 90012

Re: Letter of Support for United States Bicycle Route 95

Mr. Benson:

The City of Oxnard is pleased to offer this letter of support for the designation of proposed United States Bicycle Route 95 (USBR 95) through our City. The City of Oxnard Public Works & Transportation Committee received a report on USBR 95 on July 14, 2020 and the City Council received a report on July 29, 2020.

The American Association of State Highway and Transportation Officials (AASHTO) has designated a bicycle route corridor through California to be developed as USBR 95 that follows the Pacific Coast. Our City lies within that corridor and we have investigated the proposed route and found it to be suitable for bicycle tourists.

We recognize that bicycle tourism is a growing industry, contributing to the economies of communities that provide facilities for such tourists. As a City, we stand to benefit from this opportunity both economically and from the health and environmental related benefits of encouraging bicycle travel in our region.

The proposed route for USBR 95 will provide a benefit to our residents and businesses and we endorse having the route mapped and signed, promoting bicycle tourism in our area. Therefore the City of Oxnard expresses its support for USBR 95, and requests that the appropriate officials nominate the route for AASHTO designation as soon as this can be achieved.

Sincerely,

Alexander Nguyen  
 City Manager

cc: Debbie O'Leary, Transportation Planner, City of Oxnard

**Public Works Department**

305 West Third Street, East Wing, Second Floor  
 Oxnard, California 93030  
 Tel 805.200.5283



October 6, 2020

Clean Mobility Options  
 48 South Chester Avenue  
 Pasadena, CA 91106

Re: Letter of Support for California Climate Investments, Clean Mobility Options, Bike Ventura's Community Transportation Needs Assessment in the City of Oxnard

To Whom It May Concern:

The City of Oxnard is pleased to offer this letter of support for Bike Ventura's application for a Clean Mobility Options Voucher grant that will fund a Community Transportation Needs Assessment for disadvantaged communities within the City of Oxnard. The proposed Transportation Needs Assessment project will include outreach, engagement, and collaboration with disadvantaged community members within the City.

Bike Ventura will work with the Community Environmental Council (CEC) to identify the full range of clean mobility options that are currently available. If Bike Ventura receives a Community Transportation Needs Assessment voucher, the City of Oxnard is committed to supporting the proposed project by participating in community outreach meetings and reviewing the proposed recommendations.

Thank you for providing grant vouchers to support the development of transformative clean mobility solutions in partnership with disadvantaged communities. We appreciate the opportunity to bring voucher incentive funding to the City of Oxnard.

Sincerely,

Alexander Nguyen  
 City Manager

cc: Joey Juhasz Lukomski, Executive Director, Bike Ventura  
 Debbie O'Leary, Transportation Planner, City of Oxnard

## US BICYCLE ROUTE 95 (USBR 95) IN OXNARD AREA





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

**DATE:** October 6, 2020

**TO:** City Council

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

**SUBJECT:** Agreement for Citywide Street Sweeping Service.

**RECOMMENDATION**

That the City Council approve and authorize the Mayor to execute Agreement A-8230 with Venco Power Sweeping, Inc. in the amount not to exceed \$1,800,000 for a three-year term ending September 30, 2023 for street sweeping services for citywide streets, alleyways, parking lots and City facilities. (Public Works and Transportation Committee approved 3-0)

**BACKGROUND**

The City contracts sweeping services for residential streets, alleyways, arterial streets, public parking lots and various City facilities. The City is responsible for the sweeping maintenance of approximately 21,126 curb miles annually within the community, Table 1. Adequate sweeping must occur at various intervals to clean up the streets following refuse collection and to maintain compliance with permit requirements for storm water discharge from the National Pollutant Discharge Elimination System (NPDES) issued by the State Water Resources Control Board and also to maintain and enhance the City's appearance. Currently, sweeping services are fulfilled by Venco Power Sweeping, Inc. (Venco).

**TABLE 1**

| City of Oxnard Sweeping Agreement                                                         | Annual Number of Sweeps | Total Curb Miles Per Sweep | Total Curb Miles Per Month | Total Annual Curb Miles |
|-------------------------------------------------------------------------------------------|-------------------------|----------------------------|----------------------------|-------------------------|
| Residential/Restricted - Bi-Weekly                                                        | 24                      | 590                        | 1,180                      | 14,160                  |
| Less: No Residential/Restricted                                                           |                         |                            |                            |                         |
| Sweeping Holiday Weeks                                                                    | 10 Holiday Weeks        |                            | (295)                      | (2,950)                 |
| Alleyway – 5th week of Every Month & Holiday Weeks When Residential Sweeping is Suspended | 15                      | ~140                       | 140                        | 2,100                   |
| Arterial – Bi-Weekly                                                                      | 24                      | 309                        | 618                        | 7,416                   |
| Downtown – Weekly                                                                         | 52                      | 7.7                        | 30.8                       | 400.4                   |
| <b>Total Annual Curb Miles</b>                                                            |                         |                            |                            | <b>21,126.4</b>         |

On April 1, 2020, the City's Purchasing Division conducted a formal solicitation for sweeping services citywide for streets, alleyways, parking lots, and City facilities (Bid Number PW20-66). Information regarding the solicitation was posted on the City's website, in addition to [www.publicpurchase.com](http://www.publicpurchase.com), a website where solicitations are publicly posted. The City received two (2) qualified bid responses prior to the deadline of May 13, 2020. Venco was selected as the lowest responsible bid, Table 2.

TABLE 2

|                                                                     |                                | <b>VENCO POWER SWEEPING, INC.<br/>(RANK: #1)</b> |                                         | <b>CLEAN STREET SWEEPING<br/>INC. (RANK: #2)</b> |                                         |
|---------------------------------------------------------------------|--------------------------------|--------------------------------------------------|-----------------------------------------|--------------------------------------------------|-----------------------------------------|
| Description                                                         | Total<br>Monthly<br>Curb Miles | Rate Per Curb<br>Mile                            | Monthly Total Not To<br>Exceed          | Rate Per Curb<br>Mile                            | Monthly Total<br>Not To Exceed          |
| Residential Bi-weekly                                               | 1,180                          | \$28.00                                          | \$33,040.00                             | \$23.75                                          | \$28,025.00                             |
| Less Holiday Weeks (no<br>residential sweeping)                     | 295                            | \$28.00                                          | (\$8,260.00)                            | \$23.75                                          | (\$7,006.25)                            |
| Alleyways - Monthly                                                 | 140                            | \$28.00                                          | \$3,920.00                              | \$27.00                                          | \$3,780.00                              |
| Arterial Streets Bi-weekly                                          | 618                            | \$21.00                                          | \$12,978.00                             | \$22.50                                          | \$13,905.00                             |
| Downtown - Weekly                                                   | 30.8                           | \$21.00                                          | \$646.80                                | \$24.00                                          | \$739.20                                |
| Number of Weekly Swept Parking<br>Lots                              | 33                             | -                                                | \$2,000                                 | -                                                | \$4,472.00                              |
| Number of Monthly Swept<br>Parking Lots                             | 30                             | -                                                | \$750.00                                | -                                                | \$1,765.00                              |
| Daily Sweeping of Del Norte<br>Facility                             | -                              | -                                                | \$2,000.00                              | -                                                | \$1,677.00                              |
| Daily Sweeping of Surface Streets<br>Surrounding Del Norte Facility | -                              | -                                                | \$1,000.00                              | -                                                | \$2,064.00                              |
| <b>MONTHLY FEE NOT TO EXCEED</b>                                    |                                | <b>\$48,074.80</b>                               |                                         | <b>\$49,420.95</b>                               |                                         |
| Other:                                                              |                                | Regular<br>Business Hour<br>Rate                 | After-<br>Hours/Holiday/Weekend<br>Rate | Regular<br>Business Hour<br>Rate                 | After-Hours/<br>Holiday/Weekend<br>Rate |
| Hourly Rate for On-Call Sweeping                                    |                                | \$110                                            | \$125                                   | \$120                                            | \$150                                   |

## DISCUSSION

Under Agreement A-8230, Venco will provide citywide sweeping services as required by the City's NPDES permit. This includes bi-weekly sweeping of residential streets, weekly sweeping of downtown streets, bi-weekly sweeping of arterial streets, monthly sweeping of alleyways and weekly or monthly sweeping of public parking areas and City facilities. Sweeping is an effective method of preventing trash, plant debris and sediment from entering the City's storm drain system. Sweeping days are generally the next business day after the refuse collection schedule.

Venco will also be responsible for on-call emergency sweeping needs, such as spills caused by roadway collisions, and will also provide street sweeping re-mapping and re-routing services when requested by City staff. The hourly rates for these on-call services are \$110 during regular business hours and \$125 for after hours, weekends and holidays.

Interruptions to sweeping services are to be expected, particularly during the rainy season and for other emergency situations, such as the existing COVID-19 pandemic. The City does not pay the vendor for days that services are interrupted.

As the lowest responsible bidder, the City's Public Works Department recommends that Agreement A-8230 be awarded to Venco. Venco meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State. Furthermore, they have continued to perform effective,

dependable and safe sweeping services for Oxnard.

## STRATEGIC PRIORITIES

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

## FINANCIAL IMPACT

The total cost for this Agreement with Venco is \$1,800,000 for a term of three (3) years. There is sufficient funding available of \$450,000 in the FY 2020-21 Budget as listed in the following table. This is a prorated annual amount to include costs from October 2020 through June 2021. The remaining agreement balance will be requested in subsequent fiscal years.

| Program – Fund                                                     | Account Number                           | FY 2020-21<br>Spending Plan |
|--------------------------------------------------------------------|------------------------------------------|-----------------------------|
| Street Maintenance – State Gas Tax Fund                            | 181-3103-803.82-09                       | \$152,663                   |
| Environmental Resources Operating Fund                             | 631-6301-842.82-09                       | \$262,500                   |
| Oxnard Transportation Center – Transportation Development Act Fund | 213-3110-803.82-09                       | \$1,500                     |
| Water Operating Fund                                               | 601-6010-842.82-09                       | \$1,350                     |
| Wastewater Treatment Operating Fund                                | 621-6202-842.82-09                       | \$1,875                     |
| Facilities Maintenance Fund                                        | 735-7401-852.82-09                       | \$7,800                     |
| Other Public Works Programs                                        | Other divisions with available budget(s) | \$22,312                    |
| <b>TOTAL</b>                                                       |                                          | <b>\$450,000</b>            |

## COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on September 8, 2020 to approve the staff recommendation and to forward the item for Council approval.

*Prepared by: Thien Ng, Assistant Public Works Director*

## ATTACHMENTS

1. Agreement A-8230 - Venco Power Sweeping
2. Bid PW 20-66 Tabulation Sheet
3. Venco Power Sweeping Bid Response

**AGREEMENT FOR TRADE SERVICES  
COVER PAGE**

- (1) Agreement Start Date: October 6, 2020
- (2) Vendor: Venco Power Sweeping, Inc.
- (3) Services: Citywide streets, alleyways, parking lots, and parking structure sweeping.
- (4) Schedule of Services: See Schedule of Services Exhibit, which is attached hereto and incorporated herein.
- (5) Agreement Ending Date: September 30, 2023
- (6) Total Agreement Amount: \$1,800,000
- (7) City's Project Manager: Todd Vasquez-Housley, Environmental Resources Division Manager
- (8) Vendor's Project Manager: Todd Barrett, General 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:
- |                                                                                                                   |                                                                                                                                                         |
|-------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><i>FOR VENDOR:</i></p> <p>2400 Eastman Avenue<br/>Oxnard, CA 93030<br/>Attn: Todd Barrett, General Manager</p> | <p><i>FOR CITY:</i></p> <p>111 S. Del Norte Boulevard<br/>Oxnard, CA 93030<br/>Attn: Todd Vasquez-Housley, Environmental Resources Division Manager</p> |
|-------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
- (12) Contact Emails:
- |                                                                        |                                                                      |
|------------------------------------------------------------------------|----------------------------------------------------------------------|
| <p><i>VENDOR'S PROJECT MANAGER:</i></p> <p>tbarrett@vencosweep.com</p> | <p><i>CITY'S PROJECT MANAGER:</i></p> <p>toddvhousley@oxnard.org</p> |
|------------------------------------------------------------------------|----------------------------------------------------------------------|

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:

- |                                                                                                                                                                                                  |                                                                                                                                                                                      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Scope of Services Exhibit<br><input checked="" type="checkbox"/> Rates and Costs Exhibit<br><input checked="" type="checkbox"/> Schedule of Services Exhibit | <input checked="" type="checkbox"/> Living Wage Policy Exhibit<br><input type="checkbox"/> Prevailing Wages Exhibit<br><input checked="" type="checkbox"/> Insurance Exhibit (INS-D) |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



## 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.

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.

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.

- i) 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.
- ii) 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.

- iii) 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.
- iv) 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.
- v) 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 \$16.30 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.

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.

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.

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.

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 relief 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****VENCO**

☒ Tim Flynn, Mayor<sup>1</sup> \_\_\_\_\_ Date \_\_\_\_\_  
☐ Alexander Nguyen, City Manager \_\_\_\_\_  
☐ Daniel Wilhitte, Purchasing Manager \_\_\_\_\_  
☐ Buyer \_\_\_\_\_

Bill Barrett, President<sup>2</sup> \_\_\_\_\_ Date \_\_\_\_\_

Todd Barret, General Manager \_\_\_\_\_ Date \_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM:

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

<sup>1</sup> 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.

<sup>2</sup> The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

**SCOPE OF SERVICES EXHIBIT****1.0 Curb Mileage**

The Agreement curb mileage is calculated based on City's Geographical Information System data. City currently has approximately 21,126.4 curb miles swept annually. The chart below identifies the current curb mile types and frequencies swept. See Scope of Services Exhibit Attachment No. 1 for a general map of the street categories listed below. See Scope of Services Exhibit Attachment No. 2 for a detailed map of City medians.

| City of Oxnard<br>Street Sweeping Agreement                                                           | Annual<br>Number of<br>Sweeps | Total Curb<br>Miles Per<br>Sweep | Total Curb<br>Miles Per<br>Month | Total Annual<br>Curb Miles |
|-------------------------------------------------------------------------------------------------------|-------------------------------|----------------------------------|----------------------------------|----------------------------|
| Residential/Restricted - Bi-Weekly                                                                    | 24                            | 590                              | 1,180                            | 14,160                     |
| Less: No Residential/Restricted Sweeping Holiday Weeks                                                | 10 Holiday Weeks              |                                  | (295)                            | (2,950)                    |
| Alleyway – 5 <sup>th</sup> week of Every Month & Holiday Weeks When Residential Sweeping is Suspended | 15                            | ~140                             | 140                              | 2,100                      |
| Arterial – Bi-Weekly                                                                                  | 24                            | 309                              | 618                              | 7,416                      |
| Downtown – Weekly                                                                                     | 52                            | 7.7                              | 30.8                             | 400.4                      |
| Total Annual Curb Miles                                                                               |                               |                                  |                                  | 21,126.4                   |

**2.0 Residential/Restricted Streets**

The residential streets in City are converted to four routes following the weekly solid waste collection routes and alternating sides of the street with no residential street sweeping on a week with a City observed holiday (see Section 9 for observed holidays). Street sweeping will take place within the areas designated by the established four routes. Vendor is required to meet all posted times for sweeping. Under the direction of the City's Project Manager, Vendor shall be responsible for the supervision of the restricted parking program, coordinate the Police Department cadets for City's enforcement times for sweeping the restricted areas, and communicate directly with the public in regards to all aspects of the program. Vendor's personnel shall be fully versed in all aspects of coordinating a street sweeping restricted parking program. All aspects of the program shall be supervised in the field. Under the direction of the City's Project Manager, Vendor shall coordinate street sweeping and enforcement with the Police Department, Public Works Department, and Vendor's staff. Vendor shall have adequate personnel and equipment available to meet the posted times in all restricted parking areas within City. In the event Vendor's supervisor determines a posted restricted time window will not be met, additional equipment shall be dispatched immediately to adhere to the posted times. Vendor will be penalized \$100.00 for any sweeping route that is not swept during the posted time, except due to a City observed holiday or hazardous conditions as described in Sections 7, 8, 9, and 16. Missing the posted time window in restricted parking areas three times in any thirty-day period shall be grounds for termination of this Agreement.

**3.0 Arterial Streets**

Arterial streets within the City consist of approximately 309 curb miles. Vendor shall be responsible for adhering to the time restrictions stipulated in Section 9. Arterial streets are to be swept twice per month on a bi-weekly schedule. Vendor shall provide a professional digitally rendered map displaying the proposed arterial street sweeping routes and schedule to City's Project Manager. Arterial sweeping routes must be mutually agreed upon by Vendor and City's Project Manager prior to commencing arterial street sweeping. Subsequent arterial sweeping route changes and modifications must be approved and mutually agreed upon by Vendor and City's Project Manager.

#### **4.0 Alleyways**

Alleyways within the City consist of approximately 140 curb miles. Alleyways are to be swept once per month during the 5<sup>th</sup> week of every month and on holiday weeks, when Residential sweeping is suspended. Prior to the start of a new calendar year, Vendor and City's Project Manager shall create a mutually agreed upon alleyway sweeping calendar which will be made available for public distribution. Vendor shall also provide a professional digitally rendered map displaying the proposed alleyway street sweeping routes to City's Project Manager. Alleyway sweeping routes must be mutually agreed upon by Vendor and City's Project Manager prior to commencing alleyway street sweeping. Subsequent alleyway route changes and modifications must be approved and mutually agreed upon by Vendor and City's Project Manager.

#### **5.0 Downtown**

The City Downtown area consists of approximately 7.7 curb miles (see Scope of Services Exhibit Attachment No. 1 and Scope of Services Exhibit Attachment No. 2). Downtown area is to be swept weekly during the weekend (Friday, Saturday, or Sunday), according to the time restrictions listed in Section 9.

#### **6.0 Routing**

Scope of Services Exhibit Attachment No. 1 provides a map of the City's street sweeping routes by category. Scope of Services Exhibit Attachment No. 2 provides a map of the City's medians by category. A map delineating the established four residential/restricted sweeping routes, which follow the current residential waste collection routes, can be found in the Schedule of Services Exhibit Attachment No. 1. When requested, Vendor shall provide complete and comprehensive street sweeping routing services as a part of the Agreement. This service shall include comprehensive planning for and routing of all existing and future of street sweeping routes, and all added curb miles as a result of new development. Vendor shall provide comprehensive professional digitally-rendered color-coded maps of new routes indicating the posted streets, the restricted time window for each side of the street and the route starting point. City's Project manager shall approve all street sweeping rerouting prior to a change in routing. Sweeping routes will in all cases follow the day after the solid waste collection schedule. City reserves the right to limit the number of curb miles projected per route in residential restricted and non-restricted parking.

#### **7.0 Sweeping Method**

Sweeping will normally require one pass over an area with the left and/or right gutter brooms, and pickup broom or pickup head in contact with the surface being swept at all times. A minimum width of eight feet shall be cleaned with each pass of the sweeper as measured from curb face to the centerline of the street. Where debris or other conditions warrant, Vendor will make additional passes so as to clean the entire street at no additional cost to City. Cross gutters, tum pockets, painted medians, median "bull noses" and intersections are considered part of the curb mileage and are to be swept along with the curb line on each sweeping route (see Scope of Services Exhibit Attachment No. 1 and Scope of Services Exhibit Attachment No. 2). The downtown sweeping route has parking areas that are inaccessible to the street sweeper due to landscape planters. These corners are to be cleaned by hand during the weekly sweeping operation. Sweeping speeds will be maintained to thoroughly clean the streets as conditions warrant. At no time shall the sweeping speed exceed six miles per hour. Adequate water shall be used at all times to maximize dust control.

Where obstructions impede the sweeping operation (such as rocks, palm fronds, and other objects that can be handled by the sweeper operator and/or field supervisor), Vendor shall remove these items by hand rather than driving around these items. Items that are too large to be manually put into the sweeper's hopper, such as discarded furniture or other large bulky items or items that obstruct the sweeping route such as tree branches or basketball hoops, must be reported immediately to the City's Project Manager and documented on the daily obstruction report for removal by City (see section 17.2 and 17.3). Vendor is not required to sweep "unsweepable" debris. The City's Project Manager shall determine if an "unsweepable" condition exists.

In areas where drainage is a problem, Vendor shall make as many passes as necessary to remove debris from standing water. In addition, all sand, dirt, rocks, gravel, vegetation, and other sweepable debris shall be removed from the street as a result of the sweeping operation.

#### **8.0 Weather and Hazardous Conditions**

When inclement weather or hazardous conditions such as traffic accidents, flooding, demolition, construction, hazardous spills, natural catastrophes, or related incidents interrupt the regular street sweeping schedule, Vendor will not be paid for the curb miles not swept. Street sweeping operations shall resume as scheduled as soon as weather or conditions permit.

## 9.0 Sweeping Schedule

All curb miles for each street sweeping route will be swept per the established schedule as listed in the SCHEDULE OF SERVICES EXHIBIT.

Vendor shall have sufficient staff and equipment to meet all sweeping schedules. In the event of an emergency, Vendor shall have additional personnel and equipment to dispatch to the scene of the incident. Vendor shall not remove a sweeper from an established route to meet an emergency need. Rates charged for emergency/after hours sweeping will be at the rates quoted in the unit price schedule in the RATES AND COSTS EXHIBIT. In a week with a City observed holiday, Vendor shall not sweep residential streets on any day in that week, and respective curb miles shall not be billed to City. Vendor arterial, downtown, and parking lot route schedules shall be adjusted to accommodate the holiday.

### **The City observes the following holidays:**

New Years Day (January 1st)  
 Martin Luther King Day (Third Monday in January)  
 Presidents Day (Third Monday in February)  
 Cesar Chavez Day (March 31st)  
 Memorial Day (Last Monday in May)  
 Independence Day (July 4th)  
 Labor Day (First Monday in September)  
 Veterans Day (November 11th)  
 Thanksgiving Day (By Presidential proclamation, usually the fourth Thursday in November)  
 Christmas Day (December 25th)

## 10.0 Inspection

All work performed pursuant to this Agreement will be inspected by the City's Project Manager, which includes GPS monitoring. Streets not cleaned and left with sweepable debris such as sand, dirt, vegetation, sludge, and refuse shall be re-swept at no additional cost to City. In addition, should Vendor fail to sweep all the curb miles contained in any established sweeping route, Vendor shall be subject to a penalty of \$100.00 per occurrence. Incomplete sweeping of established routes three times in any thirty-day period shall be grounds for termination of this Agreement.

## 11.0 Equipment

Vendor shall utilize the below listed equipment to meet the service requirements of Agreement:

- a. 2016 Tymco 600 Regenerative Air Sweeper
- b. 2016 Tymco 600 Regenerative Air Sweeper
- c. 2016 Tymco 435 Regenerative Air Sweeper
- d. 2016 Elgin Broom Bear Mechanical Broom Sweeper

Vendor shall have the necessary backup equipment ready and available so as to avoid service interruption. All backup equipment shall be equipped with Global Positioning System (GPS) tracking and reporting capabilities.

Sweeping equipment used to perform the work on this Agreement shall be no more than five years old. City shall not provide storage facilities for Vendor's equipment or operations gear. Vendor shall provide all necessary facilities for the storage of equipment, parts, supplies and equipment maintenance as is required to perform the services under this Agreement.

## 12.0 Debris Disposal

Debris disposal is the responsibility of Vendor. City's Wastewater Division shall pay the direct tonnage fees for debris collected by Vendor from residential, alleyways, downtown, arterials, industrial, and commercial areas, medians and parking lots that are swept by Vendor. Weigh tickets shall be mailed from the Del Norte Regional Recycling and Transfer Station (Del Norte Facility), located at 111 South Del Norte Boulevard in Oxnard to: City of Oxnard – Wastewater Division, 6001 Perkins Road, Oxnard, CA 93033.

For special on-call sweeping services that require roll-off containers for the disposal and containment of sweeping debris, the Vendor shall use roll-off containers provided by the City's Environmental Resources Division. Vendor shall contact the City's Environmental Resources Division for the order of, placement, removal, and empty of the roll-off container. The management of and the costs associated with the roll-off containers is the responsibility of Vendor. Rates for the use of roll-off containers are listed in the City Ordinance that establishes solid waste system user fees and charges. The Vendor can call the City Environmental Resources Division for further details of rates for roll-off containers. Arrangements for the daily roll-off container placement and pickup shall be made twenty-four hours in advance and roll-off containers shall not be permitted to remain overnight. Debris that accumulates around the roll-off container during the dumping operation shall be swept within two hours of the container being removed by City's Environmental Resources Division. No debris shall be placed into the roll-off container except that generated by the sweeping operations pursuant to this Agreement. Environmental Resources Division will mail weigh tickets associated with the street sweeping Agreement to City's Wastewater Division for reimbursement of street sweeping debris received by the Environmental Resources Division.

### **13.0 Water Usage**

Water for all sweeping operations shall be the responsibility of Vendor. Arrangements for the cost, payment, and method of loading shall be coordinated with City's Water Division. Water shall be used during all sweeping operations to eliminate airborne dust. Vendor shall not discharge liquid waste from sweeper units onto City streets or into the storm drain system. Washing of sweepers on City property is strictly prohibited. Any and all washing of sweeper units shall take place at Vendor's facility.

### **14.0 Parking Lots**

Parking lots swept will be thoroughly cleaned. Areas inaccessible to the sweeper shall be cleaned using either a vacuum or blower device. All debris shall be picked up by the sweeper unit and disposed of at City's expense, as described in Section 12.0. Sweeping shall include the removal of all sand, gravel, dirt, litter, vegetation and any and all other debris that accumulates between scheduled sweeping days. Sweeping shall take place at times when the parking lots are vacant. (See Scope of Services Exhibit Attachment No. 3)

### **15.0 Del Norte Regional Recycling and Transfer Station (Del Norte Facility) and Surrounding Streets**

The site at the Del Norte Facility located at 111 South Del Norte Boulevard in Oxnard and the streets of Del Norte Boulevard and Sturgis Road that bound the Del Norte Facility shall be swept and thoroughly cleaned. Sweeping at the Del Norte Facility shall occur as established in the SCHEDULE OF SERVICES EXHIBIT. Areas to be swept include parking lots, loading docks, truck and trailer staging areas, scale areas, ingress areas, and all other vehicle traffic asphalt pavement surface areas at the facility site. Service frequency may be adjusted from time-to-time and special on-call spot sweeps shall be ordered by the City's Project Manager as needed.

Sweeping on Del Norte Boulevard from Sturgis Road to Fifth Street and on Sturgis Road from Del Norte Boulevard to Elevar Street shall occur as established in the SCHEDULE OF SERVICES EXHIBIT.

### **16.0 Heavy Sweeping Conditions**

City has several areas that are adjacent to the beach. Sand accumulates in these areas that exceeds the capability of standard street sweeping equipment. When this condition occurs, Vendor shall make arrangements for the removal of the heavy accumulation of sand at a cost to the City. City will pay only for the cost of the heavy equipment used for sand removal. City's Project Manager must review and approve proposed cost and schedule of work, prior to the start of sand clean up. The charge to the City must be backed up by supporting documentation in the form of an itemized quote or price schedule. As an alternative, City may elect to remove the heavy accumulations of sand utilizing City personnel and equipment, at no penalty to Vendor. In any event, it is Vendor's responsibility to sweep all sand from the beach area streets within the established sweeping schedule.

Vendor shall have sufficient personnel and equipment available at all times to meet the demands of the beach area sweeping requirements.

Vendor, at no additional cost to City, shall supply personnel to place City-supplied temporary "No Parking" signs on all beach area streets, forty-eight hours prior to any heavy equipment sand removal operations. The City's Project Manager shall be the sole judge as to whether the conditions warrant additional heavy equipment for sand removal. Vendor is responsible for sweeping these beach areas from curb line to curb line, including intersections and cross gutters each scheduled sweeping day. Vendor is responsible for investigating the conditions in these beach areas and throughout City for street sweeping requirements that are not typical of normal residential and arterial street sweeping operations.

## 17.0 Required Reporting Schedule and Format

### 17.1 Monthly Reports Submitted with Vendor Invoice to City

Name of Vendor: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Contact: \_\_\_\_\_

Date: \_\_\_\_\_  
 Invoice No.: \_\_\_\_\_  
 Tax ID No.: \_\_\_\_\_  
 Agreement No.: \_\_\_\_\_  
 Service Month and Year: \_\_\_\_\_  
 Vendor's Signature: \_\_\_\_\_

| No. | Type of Service                                                                                                  | Total monthly curb miles | Monthly curb miles missed | Total monthly curb miles completed | Rate per curb mile completed | Total monthly charge |
|-----|------------------------------------------------------------------------------------------------------------------|--------------------------|---------------------------|------------------------------------|------------------------------|----------------------|
| 1   | Residential/Restricted Bi-Weekly                                                                                 | 1,180                    |                           |                                    | \$                           | \$                   |
| 2   | Arterial – Bi-Weekly                                                                                             | 618                      |                           |                                    | \$                           | \$                   |
| 4   | Downtown – Weekly                                                                                                | 30.8                     |                           |                                    | \$                           | \$                   |
| 5   | Alleyway – 5 <sup>th</sup> week of Every Month & Holiday Weeks When Residential/Restricted Sweeping is Suspended | 140                      |                           |                                    | \$                           | \$                   |
| 6   | Monthly Charge:                                                                                                  |                          |                           |                                    |                              | \$                   |

## Parking Lots

| WEEKLY SERVICE |                 |                           |                | MONTHLY SERVICE |                 |                     |                |
|----------------|-----------------|---------------------------|----------------|-----------------|-----------------|---------------------|----------------|
| Lot No.        | Price Per Sweep | Number of Weeks Completed | Monthly Charge | Lot No.         | Price Per Sweep | Completed Yes or No | Monthly Charge |
| 4              | \$              |                           |                | 1               | \$              |                     |                |
| 5              | \$              |                           |                | 2               | \$              |                     |                |
| 19             | \$              |                           |                | 6               | \$              |                     |                |
| 20             | \$              |                           |                | 7               | \$              |                     |                |
| 21             | \$              |                           |                | 8               | \$              |                     |                |
| 22             | \$              |                           |                | 9               | \$              |                     |                |
| 23             | \$              |                           |                | 10              | \$              |                     |                |
| 24             | \$              |                           |                | 11              | \$              |                     |                |
| 25             | \$              |                           |                | 12              | \$              |                     |                |
| 26             | \$              |                           |                | 13              | \$              |                     |                |
| 27             | \$              |                           |                | 14              | \$              |                     |                |
| 28             | \$              |                           |                | 15              | \$              |                     |                |
| 29             | \$              |                           |                | 16              | \$              |                     |                |
| 30             | \$              |                           |                | 17              | \$              |                     |                |
| 31             | \$              |                           |                | 18              | \$              |                     |                |
| 32             | \$              |                           |                | 48              | \$              |                     |                |
| 33             | \$              |                           |                | 49              | \$              |                     |                |
| 34             | \$              |                           |                | 50              | \$              |                     |                |
| 35             | \$              |                           |                | 51              | \$              |                     |                |

|                  |    |  |  |                  |    |  |  |
|------------------|----|--|--|------------------|----|--|--|
| 36               | \$ |  |  | 56               | \$ |  |  |
| 37               | \$ |  |  | 58               | \$ |  |  |
| 38               | \$ |  |  | 59               | \$ |  |  |
| 39               | \$ |  |  | 60               | \$ |  |  |
| 40               | \$ |  |  | 61               | \$ |  |  |
| 41               | \$ |  |  | 62               | \$ |  |  |
| 42               | \$ |  |  | 63               | \$ |  |  |
| 43               | \$ |  |  | 64               | \$ |  |  |
| 44               | \$ |  |  | 65               | \$ |  |  |
| 44A              | \$ |  |  | 66               | \$ |  |  |
| 45               | \$ |  |  | 67               | \$ |  |  |
| 46               |    |  |  | 68               | \$ |  |  |
| 46A              |    |  |  | 69               | \$ |  |  |
| 47               |    |  |  |                  |    |  |  |
| TOTAL CHARGE: \$ |    |  |  | TOTAL CHARGE: \$ |    |  |  |

Charge for roll-off container removal from arterials/designated locations:

| Type of Container                             | Rate Per Removal | Number of Removals | Total Removal Charge |
|-----------------------------------------------|------------------|--------------------|----------------------|
| Removal of 13.4 cubic yard roll-off container |                  |                    |                      |

Del Norte Facility

| Frequency                                               | Service Areas                                                                                                                | Monthly Charge |
|---------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|----------------|
| Daily – Monday through Saturday<br>List dates completed | parking lots, loading docks, truck and trailer staging, scales ingress areas, vehicle traffic asphalt pavement surface areas |                |

Del Norte Boulevard and Sturgis Road

| Frequency                                               | Service Areas                                                                                                                  | Monthly Charge |
|---------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|----------------|
| Daily – Monday through Saturday<br>List dates completed | Del Norte Boulevard bounded by Fifth Street and Sturgis Road.<br>Sturgis Road bounded by Del Norte Boulevard and Elevar Street |                |

## 17.2 Additional Monthly Reports Submitted with Vendor Invoice to City

Missing curb miles: \_\_\_\_\_

Identify route, location, date, and type of sweeping service:

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Circle cause of missed curb miles:

- a. Holiday week – specify holiday
- b. Hazardous weather and/or conditions – specify date and condition
- c. Street sweeping obstruction
- d. Down equipment – specify equipment
- e. Other: \_\_\_\_\_

Total monthly debris tonnage delivered by Vendor to Del Norte Regional Recycling & Transfer Station:

\_\_\_\_\_

Certified payroll reports for all Agreement assigned personnel, upon City's request.

Summary of Daily and Weekly Report Figures for Month:

Resident and business complaints and resolutions: \_\_\_\_\_

Street sweeping obstruction: \_\_\_\_\_

Street sweeping route schedule compliance: \_\_\_\_\_

Routes and curb miles swept: \_\_\_\_\_

### **17.3 Daily and Weekly Reports Submitted By Vendor Upon Request from City**

a. Daily Reports Submitted to City's Project Manager Are to Contain the Following:

- 1. Citizen complaints and their resolutions, and follow up with resident/business
- 2. Hazardous conditions report
- 3. Street sweeping obstruction report
- 4. Street sweeping route schedule compliance

b. Weekly Reports submitted to City's Project Manager Are to Contain the Following:

- 1. Routes swept
- 2. Curb miles swept
- 3. Debris collected in tons and cubic yards for all sweeping services provided

### **18.0 Performance Bond**

Within 20 calendar days of the execution of the Agreement, Vendor shall furnish to the City a surety bond executed by a corporate surety or irrevocable letter of credit in the amount of equal to 100% of the annual Agreement amount, in favor of City, in form and substance approved by the Risk Manager of the City of Oxnard, guaranteeing Vendor's faithful performance of the Agreement, which shall remain in force for the term of the Agreement. Any amendment of the Agreement, extension of time, extra work, additional work or other changes may be made without the consent of the surety.

### **19.0 Staffing**

Vendor shall provide personnel specifically trained and experienced in the work to be performed. Street sweeper operators shall have a minimum of three years' experience in municipal street sweeping. All sweeping equipment operators shall possess the type and variety of license required under California law applicable to the gross vehicle weight rating of the equipment. Vendor shall submit a list of sweeper operators to be assigned to the Agreement and include their qualifications and experience. All personnel assigned to the performance of this Agreement shall be employees of Vendor.



**20.0 Supervision**

Vendor shall have a front-line supervisor on duty at all times any services are being performed under the Agreement. The supervisor shall have the authority to act on behalf of Vendor while making the day-to-day decisions required to effectively and efficiently carry out the obligations of the Agreement and the performance of the work. The supervisor must have a minimum of five years experience in the management of municipal street sweeping contracts of comparable size and scope. The supervisor must be experienced in all phases of street sweeping operations and related services including scheduling, routing, personnel supervision, quality control, direct interface with City staff and residents for customer service request resolution, report writing, enforcement of restricted parking programs, daily communication with the City's Project Manager, Water Resources, Streets & Waterways, Environmental Resources, Code Enforcement and Police Department, ensuring all daily contractual requirements are being satisfied. The supervisor is responsible for inspecting, reporting and recommending to City's Project Manager areas that need sweeping that are not included in regular sweeping service, such as alleyways, emergency sites, and other locations. At the request of the City's Project Manager, Vendor shall provide a qualified representative to attend Neighborhood Council meetings, Homeowner Association meetings, and any and all other meetings as required to facilitate communication about the street sweeping and related services program.

**21.0 Communication**

Vendor and City's Project Manager shall have direct communication with all sweeping equipment in the field utilizing radios or cell phones. Pagers are not acceptable. The supervisor(s) (see section 20.0) shall have a cellular telephone for direct communication with City's Project Manager, Police Department Parking Enforcement personnel, and residents. In addition, Vendor shall have a toll-free phone line for telephone and fax communication. Vendor shall install Networkfleet 5500 model Global Position System tracking devices on each sweeper assigned to the Agreement so Vendor sweepers can be integrated into City's Geographic Information System; alternatively, Vendor may provide City's Project Manager with unfettered access to existing GPS monitoring software/service used by Vendor by providing a user license and credentials at no cost to the City.

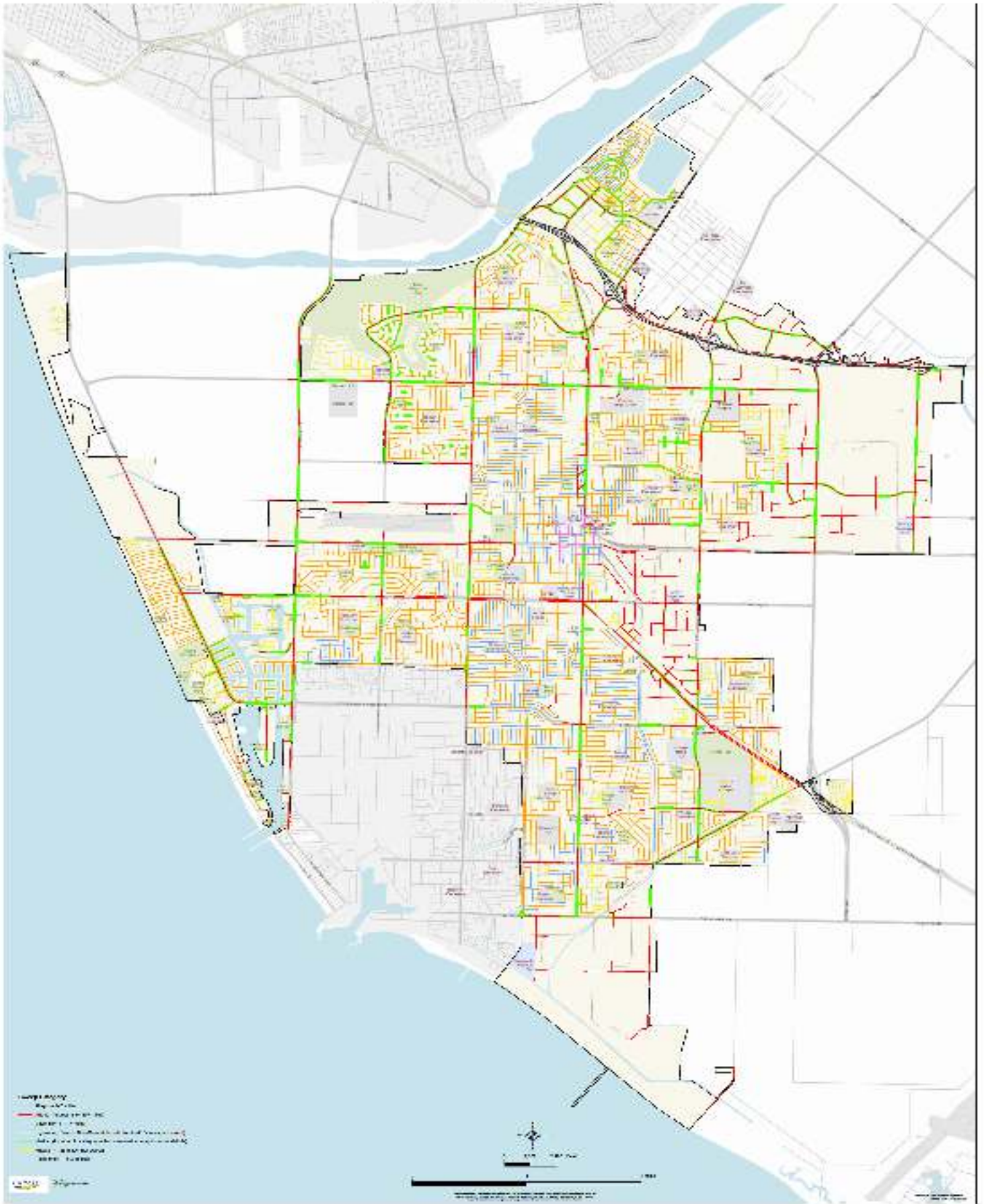
**22.0 Complaints**

The intent of this Agreement is to provide the highest level of street sweeping and related services available within the City. Complaints and inquiries from residential and business property owners in the City are of paramount importance. The City's Project Manager will communicate all customer service requests to Vendor. Vendor shall respond to all inquiries and complaints on the same day they are received. It is Vendor's responsibility to communicate directly with the City's Project Manager. Vendor shall follow up with customers and City's Project Manager with the resolution of any and all inquiries and complaints. Upon City's Project Manager request, Vendor shall provide a written report for each customer service request/complaint, as provided in section 17.0-17.3. This Agreement is intended to mitigate complaints from City residents and businesses for Vendor's failure to perform under the terms of this Agreement. Therefore, Vendor shall be subject to a penalty of \$100.00 per day for each day that a complaint caused by Vendor's operations goes unresolved to the satisfaction of the City's Project Manager. In addition, should City receive complaints for service below the standards as outlined in the Agreement specifications in excess of three per thirty-day period, City reserves the right to terminate the Agreement.

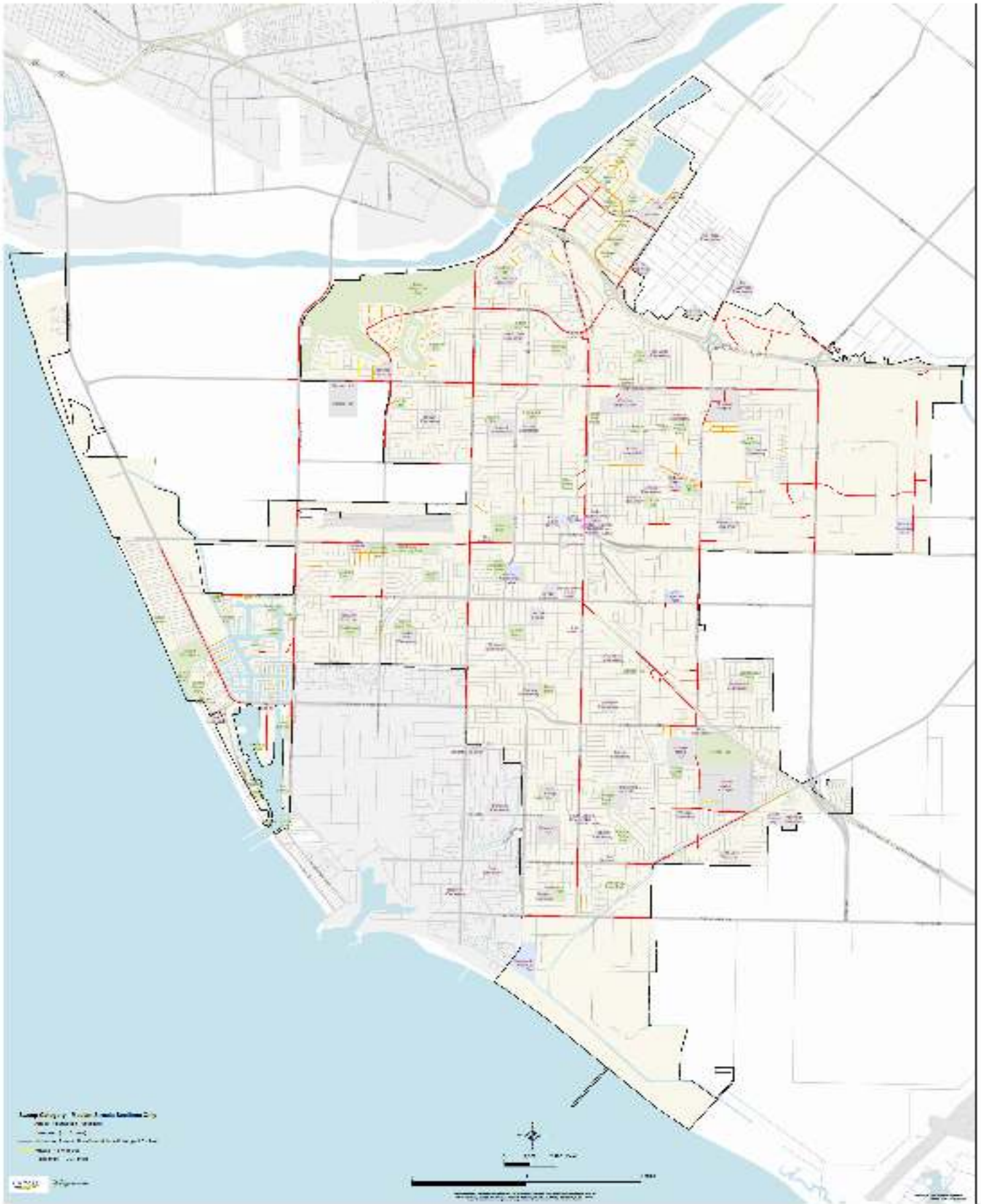
**23.0 Damages**

All damages incurred by the Vendor on their own equipment, or damage caused by the contractor to private property, City property, or public right-of-way shall be reported in writing to the City's Project Manager within 24 hours of the incident. It is the sole responsibility of the Vendor to repair any damage it causes. The City shall refer complaints regarding damage to private property caused by the Vendor, to the Vendor for resolution. Failure to notify the City within 24 hours of any incident is subject to cancellation of this Agreement.

## STREET SWEEPING



## STREET SWEEPING



SCOPE OF SERVICES EXHIBIT ATTACHMENT NO. 3

**PARKING LOT INDEX**

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## SCOPE OF SERVICES EXHIBIT ATTACHMENT NO. 3

## PARKING LOT DESCRIPTIONS

| Parking Lot No. | Location                                                                  | Site Description                                                     |
|-----------------|---------------------------------------------------------------------------|----------------------------------------------------------------------|
| 1               | NE Corner of Pacific Ave and E Wooley Rd                                  | City Equipment Yard                                                  |
| 2               | Pacific Ave and E Wooley Road, through North Gate                         | City Equipment Yard                                                  |
| 3               | NOT APPLICABLE                                                            |                                                                      |
| 4               | Between 630 and 650 S A Street                                            | Public Parking Lot Between Church and Billiards                      |
| 5               | Between 613 and 637 S Oxnard Blvd                                         | Public Parking Lot Between Dance Studio and Restaurant               |
| 6               | NE Corner of N C Street and Palm Drive                                    | Wilson Senior Center                                                 |
| 7               | SE Corner of N C Street and alleyway                                      | Wilson Senior Center                                                 |
| 8               | Del Sol Park/Oxnard Housing Authority                                     | Multi Service Center                                                 |
| 9               | S G Street Between W 7 <sup>th</sup> Street and W 9 <sup>th</sup> Street  | Community Center Park Street Side Parking                            |
| 10              | W 9 <sup>th</sup> Street Between Hobson Way & S G Street                  | Oxnard Performing Arts Center South Parking Lot                      |
| 11              | SE Corner of Hobson Way and W 7 <sup>th</sup> Street                      | Oxnard Performing Arts Center North Parking Lot                      |
| 12              | W 7 <sup>th</sup> Street                                                  | Oxnard Performing Arts Center North East Parking Lot Next to Lot #11 |
| 13              | SW Corner of Hobson Way and W 7 <sup>th</sup> Street                      | Baseball Field Parking Lot                                           |
| 14              | NW Corner of Hobson Way and W 9 <sup>th</sup> Street                      | Tennis Courts Parking Lot                                            |
| 15              | Hill Street and alleyway Between Baseball Field and Basketball Court      | Durley Park West Parking Lot                                         |
| 16              | SW Corner of S G Street and Hill Street                                   | Durley Park NE Parking Lot                                           |
| 17 <sup>1</sup> | Corner of Sunset Lane and Mandalay Beach Road                             | Oxnard State Beach Parking Lot                                       |
| 18 <sup>1</sup> | Falkirk Avenue Parallel to Harbor Blvd                                    | Oxnard Beach Park North and South Parking Lots                       |
| 19              | S Oxnard Blvd Between 3 <sup>rd</sup> Street and W 4 <sup>th</sup> Street | South of Firestone Mechanic Shop                                     |
| 20              | S Oxnard Blvd Between 3 <sup>rd</sup> Street and W 4 <sup>th</sup> Street | South of Lot # 18                                                    |
| 21              | NW Corner of S Oxnard Blvd and E 4 <sup>th</sup> Street                   | Next to Restaurant                                                   |
| 22              | Between 512 and 532 S Oxnard Blvd                                         | Public Parking Lot Between Restaurant and Pawn Shop                  |
| 23              | Between 626 and 660 S Oxnard Blvd                                         | Public Parking Lots Between Theater and Market                       |
| 24              | NW Corner of S Oxnard Blvd and E 6 <sup>th</sup> Street                   | Public Parking Lot Next to Insurance Business                        |
| 25              | 541 Pacific Coast Highway                                                 | Public Parking Lot North of Beauty Salon                             |

<sup>1</sup> Sandy conditions expected due to close proximity of beach

|                 |                                                                                    |                                                                                             |
|-----------------|------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| 26              | W 5 <sup>th</sup> Street and S Oxnard Blvd                                         | Behind Insurance & Clothing Businesses, North of Lot #25                                    |
| 27              | W 5 <sup>th</sup> Street and S Oxnard Blvd                                         | Drug Store Parking Lot (side and back)                                                      |
| 28              | 479 Pacific Coast Highway, SW Corner of S Oxnard Blvd and E 4 <sup>th</sup> Street | Public Parking Lot North of Lot # 27                                                        |
| 29              | NE Corner of S B Street and W 6 <sup>th</sup> Street                               | Public Parking Lot Next to Beauty Salon                                                     |
| 30              | NE Corner of S B Street and W 6 <sup>th</sup> Street                               | Adjoined to Lot # 29                                                                        |
| 31              | S B Street, W 5 <sup>th</sup> Street, S A Street                                   | Centennial Plaza Street Side Parking                                                        |
| 32              | Between 305 and 321 W 6 <sup>th</sup> Street                                       | Public Parking Lot Next to Restaurant/Beauty Salon Building                                 |
| 33              | Between 338 and 320 W 5 <sup>th</sup> Street                                       | Public Parking Lot Adjoined to Lot #32 on North Side                                        |
| 34              | 405 S B Street                                                                     | Public Parking Lots North & South of Carnegie Art Museum, Between S B Street and S C Street |
| 35              | Between 426 W 5 <sup>th</sup> Street and 509 S C Street                            | Public Parking Lot Behind Restaurant                                                        |
| 36              | Between 310 and 326 S C Street                                                     | Public Parking Lot Between Bakery and Market                                                |
| 37              | North of 343 S B Street                                                            | Public Parking Lot North of Insurance Business                                              |
| 38              | South of 300 W 3 <sup>rd</sup> Street Building                                     | Public Parking Lot Adjoined to Lot # 37                                                     |
| 39              | W 4 <sup>th</sup> Street Between S B Street and alleyway                           | Public Parking Structure Bus Stop Zone Along 4 <sup>th</sup> Street                         |
| 40              | S B Street Between W 3 <sup>rd</sup> Street and W 4 <sup>th</sup> Street           | Public Parking Structure Street Side Parking Along B Street                                 |
| 41              | NW Corner of S C Street and W 3 <sup>rd</sup> Street                               | Police Department Public Parking Lot                                                        |
| 42              | S D Street Between W 2 <sup>nd</sup> Street and W 3 <sup>rd</sup> Street           | Police Department Gated Parking Lot                                                         |
| 43              | SW Corner of S C Street and W 2 <sup>nd</sup> Street                               | Police Department Gated Parking Lot, NE Quadrant Adjoined to Lot # 42                       |
| 44              | W 2 <sup>nd</sup> Street Between S C Street and S A Street                         | Service Center/Fire Administration Parking Lot                                              |
| 44A             | W 2 <sup>nd</sup> Street Between S C Street and S A Street                         | Downtown Main Library Parking Lot Adjoined to Lot #44                                       |
| 45              | NW Corner of S B Street and W 2 <sup>nd</sup> Street                               | Public Parking Lot Next to Tax Business                                                     |
| 46              | 241 W 2 <sup>nd</sup> Street                                                       | Parking Lot Behind Vacant City Building                                                     |
| 46A             | 136 S B Street                                                                     | North of Lot # 46                                                                           |
| 47              | S C Street Between W 2 <sup>nd</sup> Street and W 3 <sup>rd</sup> Street           | Service Center Street Side Parking                                                          |
| 48 <sup>1</sup> | Arnold Road South of Perimeter Road                                                | Ormond Beach Parking Lot                                                                    |
| 49 <sup>1</sup> | South End of Perkins Road                                                          | Ormond Beach Parking Lot                                                                    |
| 50              | 200 E Bard Road                                                                    | South Oxnard Center Parking Lot (Senior Center/Branch Library)                              |
| 51 <sup>1</sup> | S Victoria Avenue Between                                                          | Kiddie Beach Park Public                                                                    |

<sup>1</sup> Sandy conditions expected due to close proximity of beach

|                       | Sunset Drive and San Nicolas Avenue               | Parking Lot                                          |
|-----------------------|---------------------------------------------------|------------------------------------------------------|
| <b>52</b>             | NOT APPLICABLE                                    |                                                      |
| <b>53</b>             | NOT APPLICABLE                                    |                                                      |
| <b>54</b>             | NOT APPLICABLE                                    |                                                      |
| <b>55</b>             | NOT APPLICABLE                                    |                                                      |
| <b>56<sup>1</sup></b> | 3333 Peninsula Road                               | Peninsula Park Public Parking Lot                    |
| <b>58<sup>1</sup></b> | Cabzone Circle Off Harbor Boulevard               | Marine Emporium Landing Public Parking Lot           |
| <b>59<sup>1</sup></b> | Between Cabzone Circle and Barracuda Way          | Channel Islands Marina Public Parking Lot            |
| <b>60<sup>1</sup></b> | Between Barracuda Way and Bluefin Circle          | Channel Islands Boating Center Public Parking Lot    |
| <b>61<sup>1</sup></b> | Bluefin Circle Off Harbor Boulevard               | Channel Islands Maritime Museum Public Parking Lot   |
| <b>62<sup>1</sup></b> | Between Bluefin Circle and Albacore Way           | Channel Islands Yacht Club Public Parking Lot        |
| <b>63<sup>1</sup></b> | Corner of Harbor Boulevard and Ocean Drive        | Channel View Park Public Parking Lot                 |
| <b>64</b>             | SE Corner of West 3rd Street and S B Street       | Public Parking Structure Across Oxnard City Hall     |
| <b>65</b>             | 201 E 4th Street                                  | Oxnard Transportation Center                         |
| <b>66</b>             | 251 S Hayes Avenue                                | City of Oxnard Water Division – North and South Yard |
| <b>67</b>             | SE Corner of S D Street and W 3rd Street          | East of Santa Clara Elementary School                |
| <b>68</b>             | SW Corner of Del Norte Boulevard and Sturgis Road | Del Norte Regional Recycling and Transfer Station    |
| <b>69</b>             | 6001 Perkins Road                                 | Wastewater Treatment Plant                           |

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<sup>1</sup> Sandy conditions expected due to close proximity of beach

SCOPE OF SERVICES EXHIBIT ATTACHMENT NO. 3

**PARKING LOTS 1 & 2**





SCOPE OF SERVICES EXHIBIT ATTACHMENT NO. 3

PARKING LOTS 4 & 5



SCOPE OF SERVICES EXHIBIT ATTACHMENT NO. 3

PARKING LOTS 6 & 7



### SCOPE OF SERVICES EXHIBIT ATTACHMENT NO. 3

## PARKING LOT 8



SCOPE OF SERVICES EXHIBIT ATTACHMENT NO. 3

**PARKING LOTS 9, 10, 11, 12, 13, & 14**



SCOPE OF SERVICES EXHIBIT ATTACHMENT NO. 3

PARKING LOTS 15 & 16



SCOPE OF SERVICES EXHIBIT ATTACHMENT NO. 3

**PARKING LOT 17**



SCOPE OF SERVICES EXHIBIT ATTACHMENT NO. 3

PARKING LOT 18



SCOPE OF SERVICES EXHIBIT ATTACHMENT NO. 3

**PARKING LOTS 19, 20, & 21**





SCOPE OF SERVICES EXHIBIT ATTACHMENT NO. 3

PARKING LOTS 22 & 23



SCOPE OF SERVICES EXHIBIT ATTACHMENT NO. 3

**PARKING LOTS 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, & 35**



SCOPE OF SERVICES EXHIBIT ATTACHMENT NO. 3

PARKING LOTS 36, 37, 38, 39, 40, & 67



**SCOPE OF SERVICES EXHIBIT ATTACHMENT NO. 3**

**PARKING LOTS 41, 42, 43, 44, 44A, 45, 46, & 47**



SCOPE OF SERVICES EXHIBIT ATTACHMENT NO. 3

**PARKING LOT 48**



SCOPE OF SERVICES EXHIBIT ATTACHMENT NO. 3

**PARKING LOT 49**



SCOPE OF SERVICES EXHIBIT ATTACHMENT NO. 3

PARKING LOT 50



SCOPE OF SERVICES EXHIBIT ATTACHMENT NO. 3

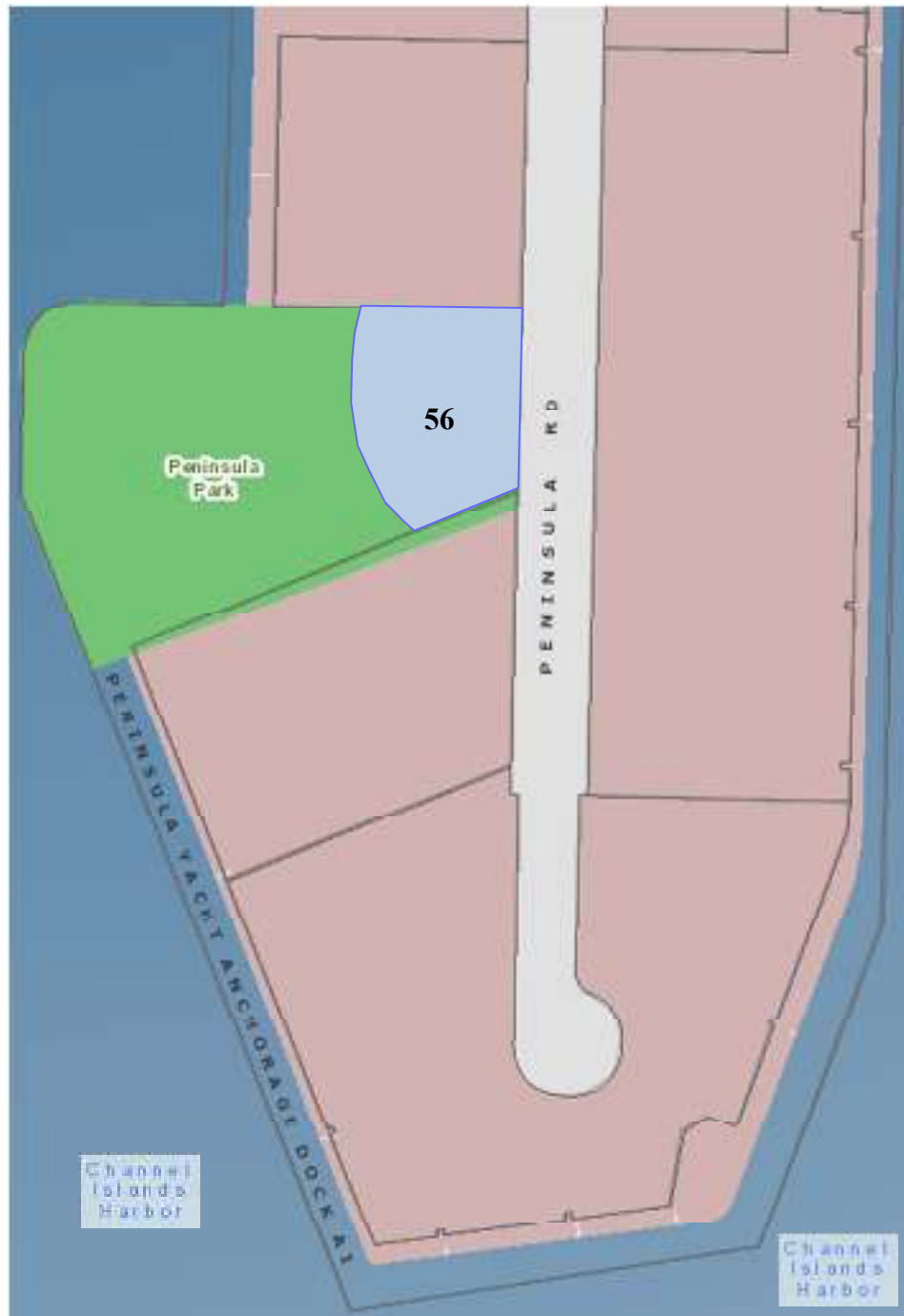
PARKING LOT 51





SCOPE OF SERVICES EXHIBIT ATTACHMENT NO. 3

PARKING LOT 56



SCOPE OF SERVICES EXHIBIT ATTACHMENT NO. 3

PARKING LOTS 58, 59, 60, 61, & 62



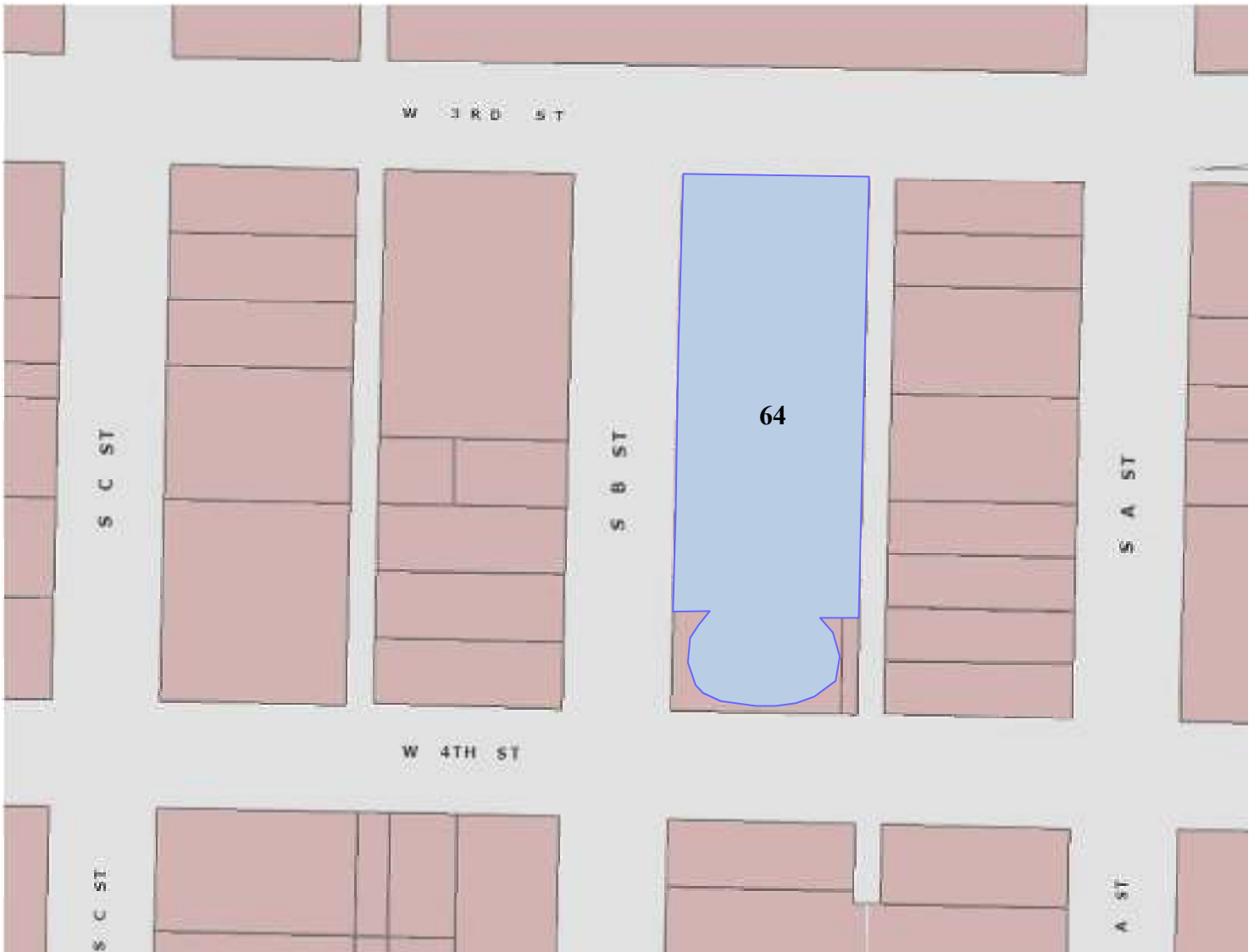
SCOPE OF SERVICES EXHIBIT ATTACHMENT NO. 3

**PARKING LOTS 63**

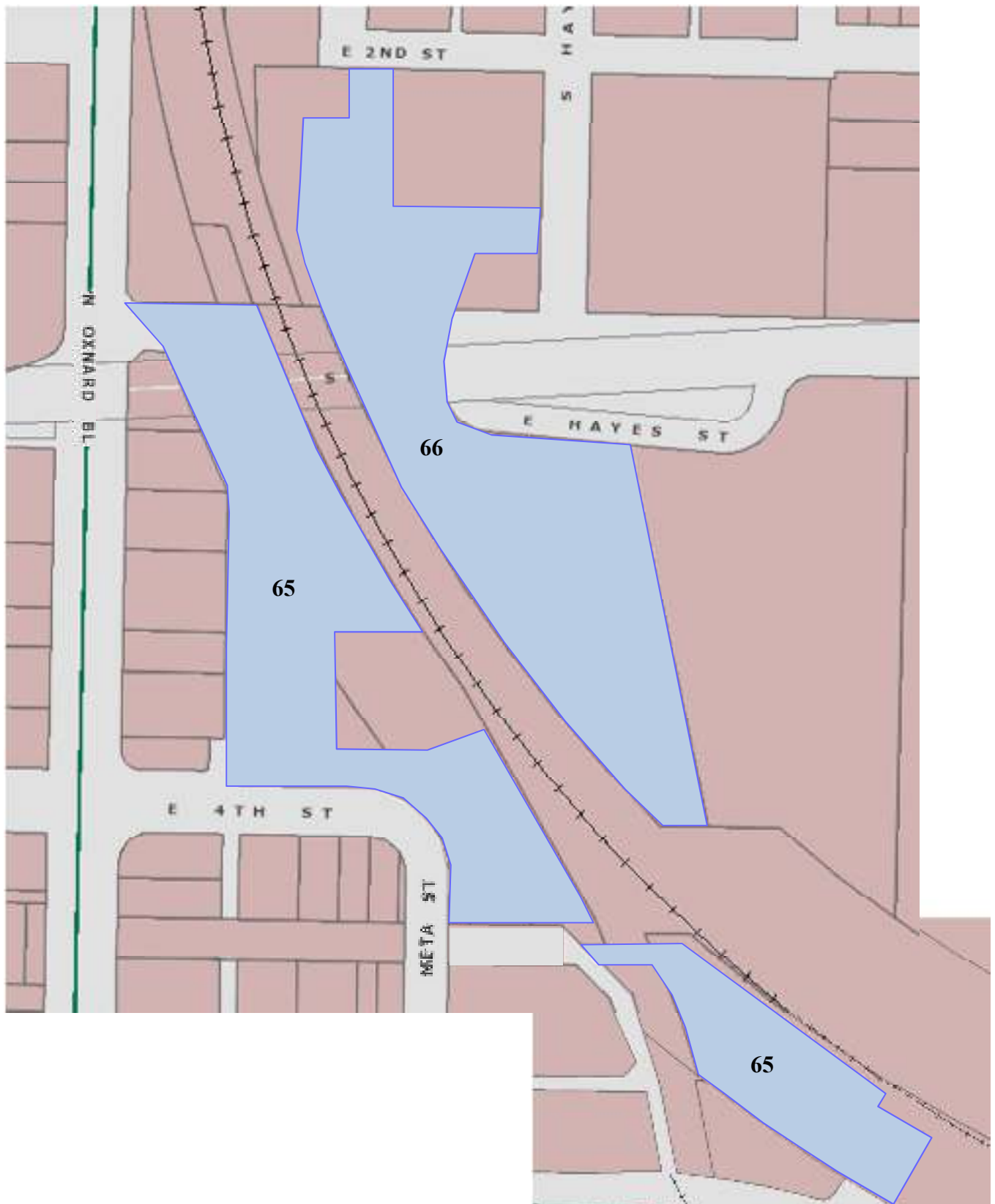


SCOPE OF SERVICES EXHIBIT ATTACHMENT NO. 3

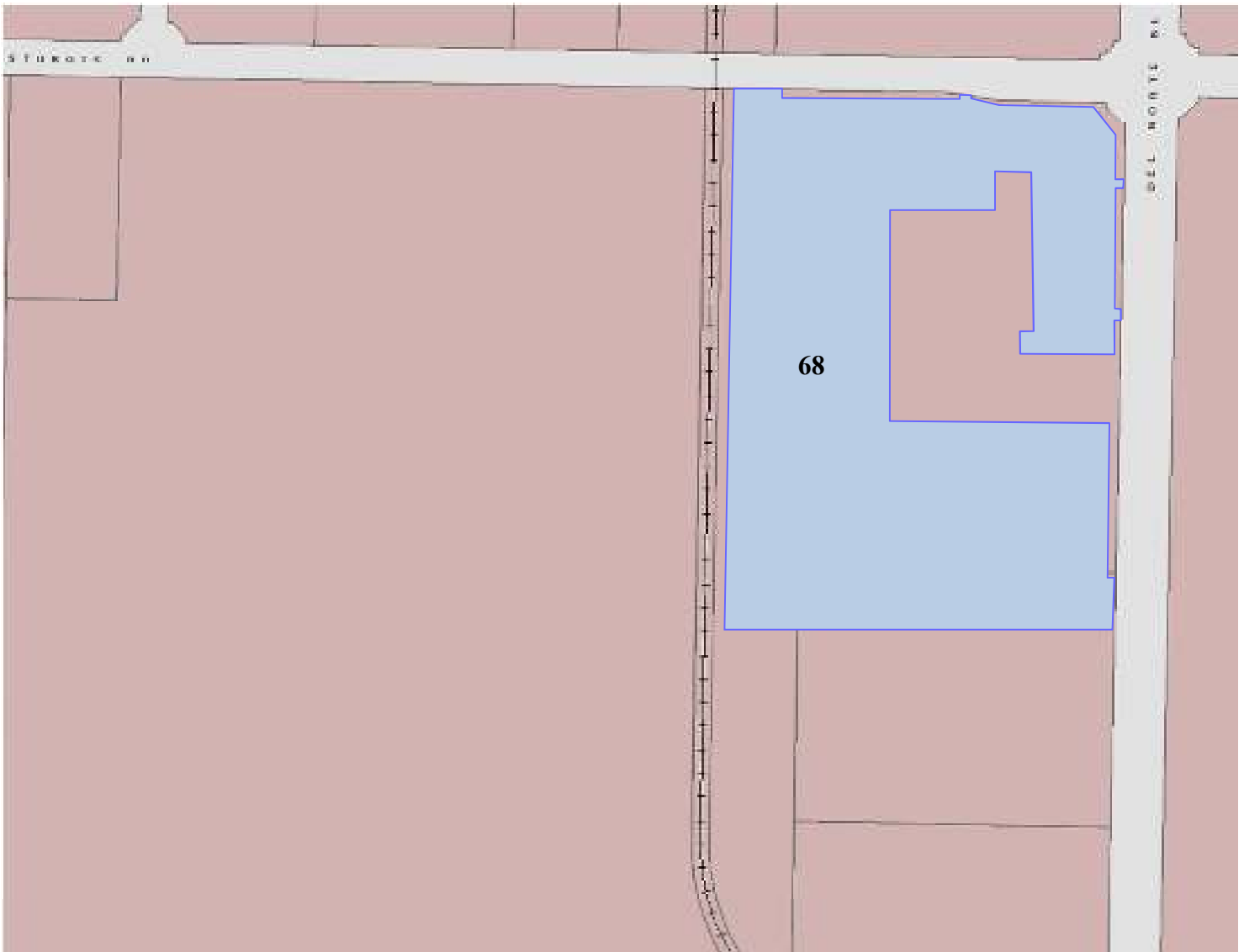
**PARKING LOT 64  
DOWNTOWN PARKING STRUCTURE**



**SCOPE OF SERVICES EXHIBIT ATTACHMENT NO. 3**  
**PARKING LOT 65 & 66**



**SCOPE OF SERVICES EXHIBIT ATTACHMENT NO. 3**  
**PARKING LOT 68**



SCOPE OF SERVICES EXHIBIT ATTACHMENT NO. 3

PARKING LOT 69





**RATES AND COSTS EXHIBIT**

|            |                                                                                                                        |                       |                             |                              |
|------------|------------------------------------------------------------------------------------------------------------------------|-----------------------|-----------------------------|------------------------------|
| <b>1.0</b> | City of Oxnard<br>Street Sweeping Service                                                                              | Rate Per Curb<br>Mile | Total Monthly Curb<br>Miles | Monthly Fee Not to<br>Exceed |
|            | Residential/Restricted - Bi-Weekly                                                                                     | \$28.00               | 1,180 curb miles            | \$33,040.00                  |
|            | Less Holiday Weeks – No Sweeping                                                                                       | (\$28.00)             | (295) curb miles            | (\$8,260.00)                 |
|            | Alleyway – 5 <sup>th</sup> week of Every Month & Holiday<br>Weeks When Residential/Restricted Sweeping is<br>Suspended | \$28.00               | 140 curb miles              | \$3,920.00                   |
|            | Arterial – Bi-Weekly                                                                                                   | \$21.00               | 618 curb miles              | \$12,978.00                  |
|            | Downtown – Weekly                                                                                                      | \$21.00               | 30.8 curb miles             | \$646.80                     |
|            | Parking Lot – Weekly                                                                                                   | See Section<br>3.0    | 33 Parking Lots             | \$2,000.00                   |
|            | Parking Lot – Monthly                                                                                                  | See Section<br>3.0    | 30 Parking Lots             | \$750.00                     |
|            | Monthly Standard Service Fee Not to Exceed                                                                             |                       |                             | \$45,074.80                  |

**2.0 Parking Lot Sweeping Compensation Rates By Category:**

**Weekly Sweep Service** – 33 parking lots on weekly sweeping schedule, unit prices per table in section 3.0. Aggregate total per month for weekly swept parking lots is: **\$2,000.00**

**Monthly Sweep Service** – 29 parking lots on monthly sweeping schedule, unit prices per table section 3.0. Aggregate total per month for monthly swept parking lots is: **\$750.00**

**3.0 Unit Pricing – Parking Lots**

| WEEKLY FREQUENCY |                 |
|------------------|-----------------|
| Lot No.          | Price Per Month |
| 4                | \$60.60         |
| 5                | \$60.60         |
| 19               | \$60.60         |
| 20               | \$60.60         |
| 21               | \$60.60         |
| 22               | \$60.60         |
| 23               | \$60.60         |
| 24               | \$60.60         |
| 25               | \$60.60         |
| 26               | \$60.60         |
| 27               | \$60.60         |
| 28               | \$60.60         |
| 29               | \$60.60         |
| 30               | \$60.60         |
| 31               | \$60.60         |
| 32               | \$60.60         |
| 33               | \$60.60         |
| 34               | \$60.60         |
| 35               | \$60.60         |
| 36               | \$60.60         |
| 37               | \$60.60         |
| 38               | \$60.60         |
| 39               | \$60.60         |

| MONTHLY FREQUENCY |                       |
|-------------------|-----------------------|
| Lot No.           | Price Per Sweep/Month |
| 1                 | \$25.00               |
| 2                 | \$25.00               |
| 6                 | \$25.00               |
| 7                 | \$25.00               |
| 8                 | \$25.00               |
| 9                 | \$25.00               |
| 10                | \$25.00               |
| 11                | \$25.00               |
| 12                | \$25.00               |
| 13                | \$25.00               |
| 14                | \$25.00               |
| 15                | \$25.00               |
| 16                | \$25.00               |
| 17                | \$25.00               |
| 18                | \$25.00               |
| 48                | \$25.00               |
| 49                | \$25.00               |
| 50                | \$25.00               |
| 51                | \$25.00               |
| 56                | \$25.00               |
| 58                | \$25.00               |
| 59                | \$25.00               |
| 60                | \$25.00               |



|     |         |  |    |                       |
|-----|---------|--|----|-----------------------|
| 40  | \$60.60 |  | 61 | \$25.00               |
| 41  | \$60.60 |  | 62 | \$25.00               |
| 42  | \$60.60 |  | 63 | \$25.00               |
| 43  | \$60.60 |  | 64 | See Section 4.0 Below |
| 44  | \$60.60 |  | 65 | \$25.00               |
| 44A | \$60.60 |  | 66 | \$25.00               |
| 45  | \$60.60 |  | 67 | \$25.00               |
| 46  | \$60.60 |  | 68 | See Section 5.0 Below |
| 46A | \$60.60 |  | 69 | \$25.00               |
| 47  | \$60.80 |  |    |                       |

**4.0** Parking Lot No. 64, Downtown Parking Structure, shall be swept on a twice per week basis for the amount **\$100.00** per sweep. Vendor shall mail invoice for payment to: City Of Oxnard -Facilities Maintenance Division. Attention: Division Manager. 1060 Pacific Avenue, Oxnard, CA 93030

**5.0** Sweeping at the Del Norte Facility (Parking Lot No.68) shall occur one-time daily Monday through Saturday during closing hours from 5:00 p.m. to 5:30 a.m. Areas to be swept include parking lots, loading docks, truck and trailer staging areas, scale areas, ingress areas, and all other vehicle traffic asphalt pavement surface areas at the facility site. Monthly price for sweeping: **\$2,000.00**. Vendor shall line itemized this service cost on monthly invoice to the City.

Daily sweeping shall occur one-time daily Monday through Saturday on Del Norte Boulevard from Sturgis Road to Fifth Street and on Sturgis Road from Del Norte Boulevard to Elevar Street. Monthly price for sweeping: **\$1,000.00**. Vendor shall line itemize this service cost on monthly invoice to the City.

**6.0** Removal of 13.4 cubic yard roll-off container from arterials or other sites used exclusively by Vendor for containment of only street sweeping debris. Fee per pickup and removal of 13.4 cubic yard roll-off container shall be fee listed in effective City ordinance establishing solid waste system user fees and charges for pickup and removal of 13.4 cubic yard roll-off container.

**7.0** Hourly rates for extra sweeps, on-call alleyway sweeping, special sweeps, and emergency sweeps are as follows:

Regular Hour Rate (7:00 a.m. to 5:00 p.m., Monday through Friday): **\$120.00**

After Hour/Holiday/Weekend Rate: **\$150.00**

## INSURANCE EXHIBIT

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. A-8230  
P.O. Box 100085 – OX  
Duluth, GA 30096  
Via Email: [cityofoxnard@ebix.com](mailto: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 and 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.

**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 SPACECOMPANY  
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      | <b>GENERAL LIABILITY</b><br>[x] COMMERCIAL GENERAL LIABILITY<br>[x] CLAIMS MADE [x] OCCUR.<br>[x] OWNER'S & CONTRACTOR'S PROT.                                                                         |               |                                  |                                   | GENERAL AGGREGATE \$1,000,000<br>PRODUCTS COMP/OP AGG. \$1,000,000<br>PERSONAL & ADV. INJURY \$1,000,000<br>EACH OCCURRENCE \$1,000,000<br>FIRE DAMAGE (Any one fire) \$<br>MED. EXPENSE (Any one person) \$ |
| A      | <b>AUTOMOBILE LIABILITY</b><br>[x] ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS<br>GARAGE LIABILITY                                                                |               |                                  |                                   | COMBINED SINGLE LIMIT \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE \$                                                                                  |
| A      | <b>EXCESS LIABILITY</b><br>UMBRELLA FORM<br>OTHER THAN UMBRELLA FORM                                                                                                                                   |               |                                  |                                   | EACH OCCURRENCE \$<br>AGGREGATE \$                                                                                                                                                                           |
| A      | <b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b>                                                                                                                                                  |               |                                  |                                   | STATUTORY LIMITS<br>EACH ACCIDENT \$1,000,000<br>DISEASE-POLICY LIMIT \$1,000,000<br>DISEASE-EACH EMPLOYEE \$1,000,000                                                                                       |
| A      | <b>OTHER</b><br>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 \$1,000,000<br>Each consultant/ & listed sub-consultant \$500,000                                                                                                                           |

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

## CERTIFICATE HOLDER

**CITY OF OXNARD**  
**Attn: Insurance Compliance**  
**Reference No. \_\_\_\_\_**  
**P.O. Box 100085 – OX**  
**Duluth, GA 30096**  
**Via Email: [cityofoxnard@ebix.com](mailto: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 "City")****SUBMIT IN DUPLICATE**

ENDORSEMENT NO. \_\_\_\_\_

ISSUE DATE (MM/DD/YY) \_\_\_\_\_

PRODUCER

**POLICY INFORMATION:**Insurance Company: \_\_\_\_\_  
Policy No.: \_\_\_\_\_  
Policy Period: (from) \_\_\_\_\_ (to) \_\_\_\_\_  
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits  
☐ In Addition to Limits

Telephone: \_\_\_\_\_

NAMED INSURED

☐ Deductible ☐ Self-Insured Retention (check which) of \$ \_\_\_\_\_  
with an Aggregate of \$ \_\_\_\_\_ applies to \_\_\_\_\_  
coverage. ☐ Per Occurrence ☐ Per Claim (which)**APPLICABILITY** This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:**TYPE OF INSURANCE**

CITY AGREEMENTS/PERMITS \_\_\_\_\_

**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
- 
- ☐
- \_\_\_\_\_
- 
- ☐
- \_\_\_\_\_

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:
  - Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
  - 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](mailto: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<br><br>Telephone: _____ | <b>POLICY INFORMATION:</b><br>Insurance Company: _____<br>Policy No.: _____<br>Policy Period: (from) _____ (to) _____<br>LOSS ADJUSTMENT EXPENSE <input type="checkbox"/> Included in Limits<br><input type="checkbox"/> In Addition to Limits                                                                                  |
|                                  | <input type="checkbox"/> Deductible <input type="checkbox"/> Self-Insured Retention (check which) of \$ _____<br>with an Aggregate of \$ _____ applies to _____<br>coverage. <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Per Claim _____ (which) _____                                                     |
| NAMED INSURED                    | <b>APPLICABILITY.</b> 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<br><input type="checkbox"/> in which case only the following specific agreements and permits with the City are covered: _____ |
|                                  | <b>CITY AGREEMENTS/PERMITS</b><br>_____                                                                                                                                                                                                                                                                                         |

|                                                                                                                                    |                                                                                    |
|------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| <b>TYPE OF INSURANCE</b>                                                                                                           | <b>OTHER PROVISIONS</b>                                                            |
| <input type="checkbox"/> COMMERCIAL AUTO POLICY<br><input type="checkbox"/> BUSINESS AUTO POLICY<br><input type="checkbox"/> OTHER |                                                                                    |
| <b>LIMIT OF LIABILITY</b>                                                                                                          | <b>CLAIMS:</b> Underwriter's representative for claims pursuant to this insurance. |
| \$ _____ per accident, for bodily injury and property damage.                                                                      | Name: _____<br>Address: _____<br>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:

- 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.
- 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.
- 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.
- 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.
- 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.
- SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
  - Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
  - 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.

|                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>ENDORSEMENT HOLDER</b>                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>CITY OF OXNARD</b><br><b>Attn: Insurance Compliance</b><br><b>Reference No. _____</b><br><b>P.O. Box 100085 – OX</b><br><b>Duluth, GA 30096</b><br><b>Via Email: <a href="mailto:cityofoxnard@ebix.com">cityofoxnard@ebix.com</a></b><br><b>Via Fax: 678-259-1007</b> | <b>AUTHORIZED REPRESENTATIVE</b><br><input type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> _____<br>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.<br><br>Signature _____<br>( original signature required )<br><br>Telephone: ( ) _____ Date Signed _____ |

**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 \$16.30 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.



**CITY OF OXNARD LIVING WAGE REQUIREMENTS  
EFFECTIVE JULY 1, 2020**

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 **\$16.30 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.

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.

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.

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.

The foregoing requirements are restated on page 5 of the Agreement for Trade Services.

## SCHEDULE OF SERVICES EXHIBIT

### 1.0 General

The contract curb mileage is calculated based on City's Geographical Information System data. City currently has approximately 21,126.40 curb miles swept annually. The chart below identifies the current curb mile types and frequencies swept. See Scope of Services Exhibit Attachment No. 1 for a general map of the street categories listed below. See Scope of Services Exhibit Attachment No. 2 for a detailed map of City medians. Vendor shall have sufficient staff and equipment to meet all sweeping schedules. No routine street sweeping shall occur on Mondays.

| City of Oxnard<br>Street Sweeping Agreement                                                                 | Annual Number<br>of Sweeps | Total Curb Miles<br>Per Sweep | Total Curb Miles<br>Per Month | Total Annual<br>Curb Miles |
|-------------------------------------------------------------------------------------------------------------|----------------------------|-------------------------------|-------------------------------|----------------------------|
| Residential/Restricted - Bi-Weekly                                                                          | 24                         | 590                           | 1,180                         | 14,160                     |
| Less: No Residential/Restricted<br>Sweeping Holiday Weeks                                                   | 10 Holiday Weeks           |                               | (295)                         | (2,950)                    |
| Alleyway – 5 <sup>th</sup> week of Every Month &<br>Holiday Weeks When Residential<br>Sweeping is Suspended | 15                         | 140                           | 140                           | 2,100                      |
| Arterial – Bi-Weekly                                                                                        | 24                         | 309                           | 618                           | 7,416                      |
| Downtown – Weekly                                                                                           | 52                         | 7.7                           | 30.8                          | 400.4                      |
| Total Annual Curb Miles                                                                                     |                            |                               |                               | 21,126.40                  |

### 2.0 Sweeping Schedule

#### 2.1 Residential/Restricted Streets

All Residential/Restricted streets are swept following one of the eight (8) established bi-weekly sweeping schedules as listed below. Residential/Restricted streets schedules are subject to change at any time at the City's Project Manager's discretion and will be updated as needed throughout the term of the Agreement.

| DAY OF THE WEEK | WEEK OF THE MONTH |
|-----------------|-------------------|
| Tuesday         | Weeks 1 and 3     |
| Tuesday         | Weeks 2 and 4     |
| Wednesday       | Weeks 1 and 3     |
| Wednesday       | Weeks 2 and 4     |
| Thursday        | Weeks 1 and 3     |
| Thursday        | Weeks 2 and 4     |
| Friday          | Weeks 1 and 3     |
| Friday          | Weeks 2 and 4     |

See Schedule of Services Exhibit Attachment No. 1 for a color coded map and legend of the above-described residential street sweeping routes schedules.

#### 2.2 Unrestricted/Unposted Streets

Streets not posted for restricted parking shall be swept as follows:

Residential 7:00 a.m. to 4:00 p.m.

Arterials/Downtown 11:00 p.m. to 6:00 a.m.

### **2.3 Arterial Streets**

Arterial streets within the City consist of approximately 309 curb miles. Vendor shall be responsible for adhering to the time restrictions stipulated in Section 2.2. Arterial streets are to be swept twice per month on a bi-weekly schedule. Vendor shall provide a professional digitally rendered map displaying the proposed arterial street sweeping routes and schedule to City's Project Manager. Arterial sweeping routes must be mutually agreed upon by Vendor and City's Project Manager prior to commencing arterial street sweeping. Subsequent arterial sweeping route changes and modifications must be approved and mutually agreed upon by Vendor and City's Project Manager.

### **2.4 Downtown**

The City Downtown area consists of approximately 7.7 curb miles (see Scope of Services Exhibit Attachment No. 1 and Scope of Services Exhibit Attachment No. 2). The Downtown area is to be swept weekly during the weekend (Friday, Saturday, or Sunday), according to the time restrictions listed in Section 2.2.

### **2.5 Del Norte Regional Recycling and Transfer Station (Del Norte Facility) and Surrounding Streets**

The site at the Del Norte Facility located at 111 South Del Norte Boulevard in Oxnard and the streets of Del Norte Boulevard and Sturgis Road that bound the Del Norte Facility shall be swept and thoroughly cleaned. Sweeping at the Del Norte Facility shall occur daily Monday through Saturday during closing hours from 5:00 p.m. to 5:30 a.m. Areas to be swept include parking lots, loading docks, truck and trailer staging areas, scale areas, ingress areas, and all other vehicle traffic asphalt pavement surface areas at the facility site. Service frequency may be adjusted from time-to-time and special on-call spot sweeps shall be ordered by the City's Project Manager as needed.

Daily sweeping shall occur Monday through Saturday on Del Norte Boulevard from Sturgis Road to Fifth Street and on Sturgis Road from Del Norte Boulevard to Elevar Street.

### **2.6 Alleyways**

Alleyways are to be swept once per month during the 5<sup>th</sup> week of every month and on holiday weeks, when Residential street sweeping is suspended (see Section 2.8). Prior to the start of every new calendar year, Vendor and City's Project Manager shall create a mutually agreed upon alleyway sweeping calendar which will be made available for public distribution. Vendor shall also provide a professional digitally rendered map displaying the proposed alleyway street sweeping routes to City's Project Manager. Alleyway sweeping routes must be mutually agreed upon by Vendor and City's Project Manager prior to commencing alleyway street sweeping. Subsequent alleyway route changes and modifications must be approved and mutually agreed upon by Vendor and City's Project Manager.

### **2.7 Emergencies**

In the event of an emergency, Vendor shall have additional personnel and equipment to dispatch to the scene of the incident. Vendor shall not remove a sweeper from an established route to meet an emergency need. Requests for emergency services must be responded to within thirty minutes during Monday through Friday, 7:00 a.m. to 5:00 p.m., and within two hours any other time including weekends and holidays. Rates charged for emergency/after hours sweeping will be at the rates quoted in the unit price schedule in the RATES AND COSTS EXHIBIT.

### **2.8 Holidays**

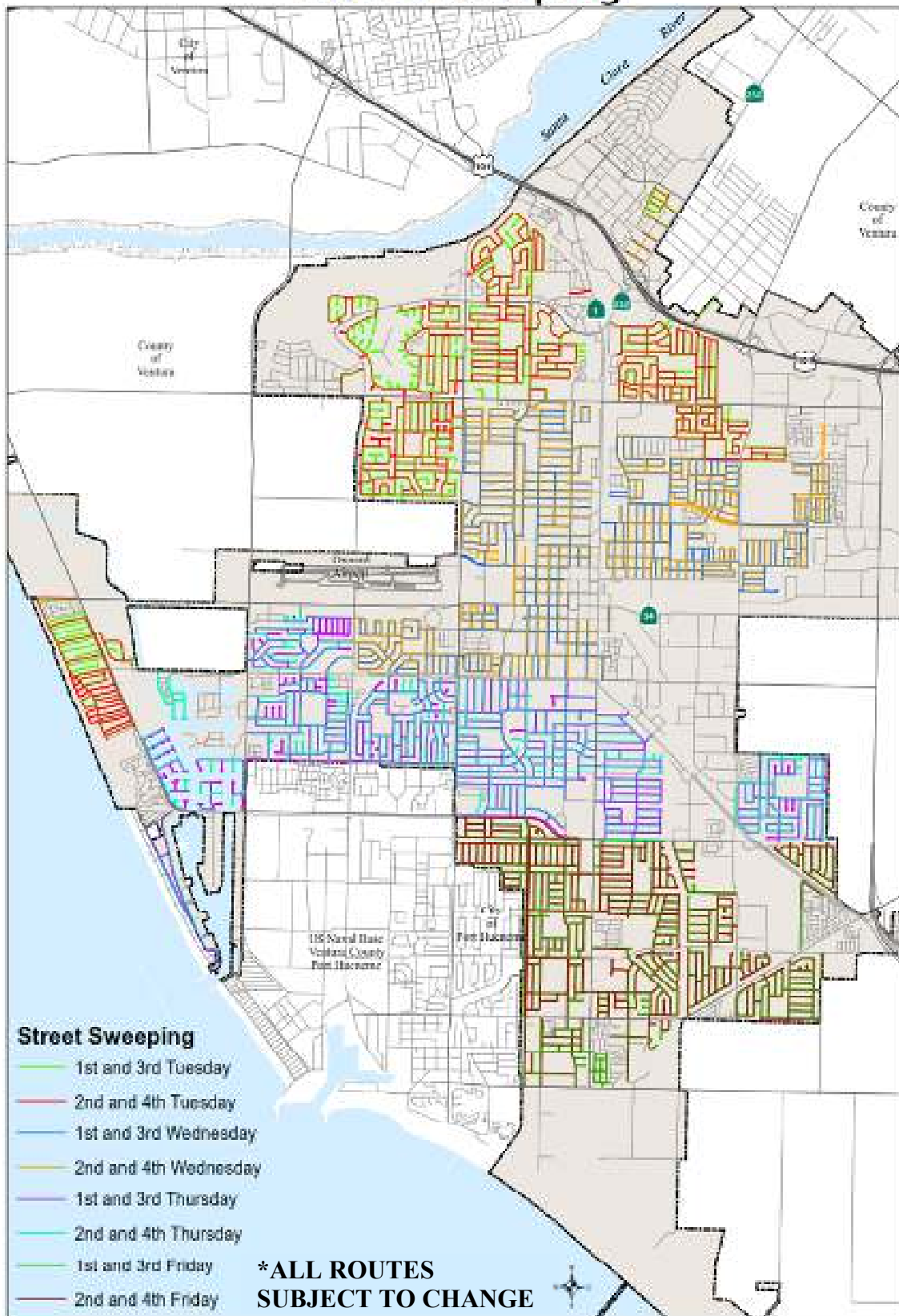
In a week with a City observed holiday, Vendor shall not sweep residential streets on any day in that week, and respective curb miles shall not be billed to City. Vendor arterial, downtown, and parking lot route schedules shall be adjusted to accommodate the holiday. Alleyways shall be swept as described in Section 2.5.

The City observes the following holidays:

New Years Day (January 1st)  
Martin Luther King Day (Third Monday in January)  
Presidents Day (Third Monday in February)  
Cesar Chavez Day (March 31st)  
Memorial Day (Last Monday in May)  
Independence Day (July 4th)  
Labor Day (First Monday in September)  
Veterans Day (November 11th)  
Thanksgiving Day (By Presidential proclamation, usually the fourth Thursday in November)  
Christmas Day (December 25th)

SCHEDULE OF SERVICES EXHIBIT ATTACHMENT NO. 1

# Street Sweeping



## City Wide Street Sweeping Bid

| Lots/Location                    | Total monthly Curb Miles | Rate per Curb Mile | Venco               | Rate per Curb Mile | CleanStreet         |
|----------------------------------|--------------------------|--------------------|---------------------|--------------------|---------------------|
| Residential- Bi-WK               | 1180                     | \$ 28.00           | \$ 33,040.00        | \$ 23.75           | \$ 28,025.00        |
| Less Holiday Weeks               | 295                      | \$ 28.00           | \$ (8,260.00)       | \$ 23.75           | \$ (7,006.25)       |
| Alleyway -Holiday                | 140                      | \$ 28.00           | \$ 3,920.00         | \$ 27.00           | \$ 3,780.00         |
| Arterial - Bi-WK                 | 618                      | \$ 21.00           | \$ 12,978.00        | \$ 22.50           | \$ 13,905.00        |
| Downtown - Weekly                | 30.8                     | \$ 21.00           | \$ 646.80           | \$ 24.00           | \$ 739.20           |
| Parking Lot- Weekly              | 33 parking lots          | Lot charge         | \$ 2,000.00         | Lot charge         | \$ 4,472.00         |
| Parking Lot- Monthly             | 30 parking lots          | Lot charge         | \$ 750.00           | Lot charge         | \$ 1,765.00         |
| <b>Monthly Fee Not to Exceed</b> |                          |                    | <b>\$ 45,074.80</b> |                    | <b>\$ 45,679.95</b> |

|                                                                                                                            |                          |                                   |                          |                                   |
|----------------------------------------------------------------------------------------------------------------------------|--------------------------|-----------------------------------|--------------------------|-----------------------------------|
| Hourly ratesHourly rates for extra sweeps, on-call alleyway sweeping, special sweeps, and emergency sweeps are as follows: | \$110/ regular hour rate | \$125/ After hour/Holiday/Weekend | \$120/ regular hour rate | \$150/ After hour/Holiday/Weekend |
|----------------------------------------------------------------------------------------------------------------------------|--------------------------|-----------------------------------|--------------------------|-----------------------------------|

|                                                                            |  |             |  |             |
|----------------------------------------------------------------------------|--|-------------|--|-------------|
| Sweeping Del Norte Facility ( Parking lot No.68)                           |  | \$ 2,000.00 |  | \$ 1,677.00 |
| Daily Sweeping From Sturgis to Fifth Street and Del Norte to Elevar Street |  | \$ 1,000.00 |  | \$ 2,064.00 |

COPY



2400 Eastman Ave.  
Oxnard, CA 93030  
Tel. (805) 201-0040  
Fax (805) 201-0041  
[www.vencosweep.com](http://www.vencosweep.com)

May 11, 2020

City of Oxnard  
Purchasing Division  
300 West Third Street  
Oxnard, CA 93030

RE: Request for Bid PW 20-66

Dear Ladies and Gentlemen,

Venco Power Sweeping, Inc is pleased to provide this Request for Bid for your City's street and parking lots sweeping needs. We have been in the business of providing street and parking lot sweeping since 1960. Venco provides citywide sweeping services for several Southern California cities and agencies. We are the current sweeping contractor in Oxnard and have the experience and knowledge to meet and exceed the sweeping needs in your city.

Venco Power Sweeping centrally controls all dispatch, planning and repair function from out corporate facility here in Oxnard. Most of our employees live in the City of Oxnard and we are very much apart of your community. We will assign only experienced and qualified operators and supervisors to the task of sweeping Oxnard. Our equipment meets all federal, state, and local requirements and we are one of the few California Air Resource Board compliant sweeping companies that municipal agencies can contract.

Again, thank you for the opportunity to bid for your sweeping needs once again and we look forward to a wonderful continued working relationship with the City of Oxnard.

Sincerely,

Bill Barrett  
President

### 3 COMPENSATION SCHEDULE FOR STREET SWEEPING

| City of Oxnard<br>Street Sweeping Contract                                                                             | Rate Per<br>Curb Mile | Total Monthly Curb<br>Miles | Monthly Fee<br>Not to Exceed |
|------------------------------------------------------------------------------------------------------------------------|-----------------------|-----------------------------|------------------------------|
| Residential/Restricted - Bi-Weekly                                                                                     | \$ <u>28.00</u>       | 1,180 curb miles            | \$ <u>33,040.00</u>          |
| Less Holiday Weeks – No Sweeping                                                                                       | (\$ <u>28.00</u> )    | (295) curb miles            | (\$ <u>8,260.00</u> )        |
| Alleyway – 5 <sup>th</sup> week of Every Month &<br>Holiday Weeks When Residential/Restricted<br>Sweeping is Suspended | \$ <u>28.00</u>       | 140 curb miles              | \$ <u>3,920.00</u>           |
| Arterial – Bi-Weekly                                                                                                   | \$ <u>21.00</u>       | 618 curb miles              | \$ <u>12,978.00</u>          |
| Downtown – Weekly                                                                                                      | \$ <u>21.00</u>       | 30.8 curb miles             | \$ <u>646.80</u>             |
| Parking Lot – Weekly                                                                                                   | See Section<br>3.2    | 33 Parking Lots             | \$ <u>2,000.00</u>           |
| Parking Lot – Monthly                                                                                                  | See Section<br>3.2    | 30 Parking Lots             | \$ <u>750.00</u>             |
| Monthly Standard Service Fee Not to Exceed                                                                             |                       |                             | \$ <u>45,074.80</u>          |

#### 3.1 Parking Lot Sweeping Compensation Rates By Category:

**Weekly Sweep Service** – 33 parking lots on weekly sweeping schedule, unit prices per table in **section 3.2**. Aggregate total per month for weekly swept parking lots is:

\$ 2,000.00

**Monthly Sweep Service** – 29 parking lots on monthly sweeping schedule, unit prices per table below. Aggregate total per month for monthly swept parking lots is:

\$ 750.00



## 3.2 UNIT PRICE SHEET – PARKING LOTS

| WEEKLY FREQUENCY |                 |
|------------------|-----------------|
| Lot No.          | Price Per Sweep |
| 4                | \$ 60.60        |
| 5                | \$ 60.60        |
| 19               | \$ 60.60        |
| 20               | \$ 60.60        |
| 21               | \$ 60.60        |
| 22               | \$ 60.60        |
| 23               | \$ 60.60        |
| 24               | \$ 60.60        |
| 25               | \$ 60.60        |
| 26               | \$ 60.60        |
| 27               | \$ 60.60        |
| 28               | \$ 60.60        |
| 29               | \$ 60.60        |
| 30               | \$ 60.60        |
| 31               | \$ 60.60        |
| 32               | \$ 60.60        |
| 33               | \$ 60.60        |
| 34               | \$ 60.60        |
| 35               | \$ 60.60        |
| 36               | \$ 60.60        |
| 37               | \$ 60.60        |
| 38               | \$ 60.60        |
| 39               | \$ 60.60        |
| 40               | \$ 60.60        |
| 41               | \$ 60.60        |
| 42               | \$ 60.60        |
| 43               | \$ 60.60        |
| 44               | \$ 60.60        |
| 44A              | \$ 60.60        |
| 45               | \$ 60.60        |
| 46               | \$ 60.60        |
| 46A              | \$ 60.60        |
| 47               | \$ 60.80        |

| MONTHLY FREQUENCY |                       |
|-------------------|-----------------------|
| Lot No.           | Price Per Sweep       |
| 1                 | \$ 25.00              |
| 2                 | \$ 25.00              |
| 6                 | \$ 25.00              |
| 7                 | \$ 25.00              |
| 8                 | \$ 25.00              |
| 9                 | \$ 25.00              |
| 10                | \$ 25.00              |
| 11                | \$ 25.00              |
| 12                | \$ 25.00              |
| 13                | \$ 25.00              |
| 14                | \$ 25.00              |
| 15                | \$ 25.00              |
| 16                | \$ 25.00              |
| 17                | \$ 25.00              |
| 18                | \$ 25.00              |
| 48                | \$ 25.00              |
| 49                | \$ 25.00              |
| 50                | \$ 25.00              |
| 51                | \$ 25.00              |
| 56                | \$ 25.00              |
| 58                | \$ 25.00              |
| 59                | \$ 25.00              |
| 60                | \$ 25.00              |
| 61                | \$ 25.00              |
| 62                | \$ 25.00              |
| 63                | \$ 25.00              |
| 64                | See Section 3.3 Below |
| 65                | \$ 25.00              |
| 66                | \$ 25.00              |
| 67                | \$ 25.00              |
| 68                | See Section 3.4 Below |
| 69                | \$ 25.00              |

- 3.3 Parking Lot No. 64, Downtown Parking Structure, shall be swept on a twice per week basis for the amount \$ 100.00 per sweep. Vendor shall mail invoice for payment to: City Of Oxnard -Facilities Maintenance Division. Attention: Division Manager. 1060 Pacific Avenue, Oxnard, CA 93030

- 3.4 Sweeping at the Del Norte Facility (Parking Lot No.68) shall occur one-time daily Monday through Saturday during closing hours from 5:00 p.m. to 5:30 a.m. Areas to be swept include parking lots, loading docks, truck and trailer staging areas, scale areas, ingress areas, and all other vehicle traffic asphalt pavement surface areas at the facility site. Monthly price for sweeping: \$ 2,000.00. Vendor shall line itemized this service cost on monthly invoice to the City.

Daily sweeping shall occur one-time daily Monday through Saturday on Del Norte Boulevard from Sturgis Road to Fifth Street and on Sturgis Road from Del Norte Boulevard to Elevar Street. Monthly price for sweeping: \$ 1,000.00. Vendor shall line itemized this service cost on monthly invoice to the City.

- 3.5 Removal of 13.4 cubic yard roll-off container from arterials or other sites used exclusively by Vendor for containment of only street sweeping debris. Fee per pickup and removal of 13.4 cubic yard roll-off container shall be fee listed in effective City ordinance establishing solid waste system user fees and charges for pickup and removal of 13.4 cubic yard roll-off container.
- 3.6 Hourly rates for extra sweeps, on-call alleyway sweeping, special sweeps, and emergency sweeps are as follows:

Regular Hour Rate (7:00 a.m. to 5:00 p.m., Monday through Friday):

\$ 120.00

After Hour/Holiday/Weekend Rate: \$ 150.00

## ATTACHMENT F

### LOCAL BUSINESS QUALIFICATION AFFIDAVIT

The City of Oxnard's Local Business Preference may be applied to this solicitation. If you qualify for this preference, this form must be submitted along with each bidder's response to this solicitation. If a Bidder fails to provide a completed Local Business Qualification Affidavit form with their bid submittal, the Bidder may be disqualified from obtaining local preference. It is the sole responsibility of the Bidder to identify local preference with each bid submittal. Reference Ordinance 2852.

#### Definition of Local Business

A local business shall mean a business firm meeting the following requirements:

1. Fixed offices located within the geographical boundaries of the City of Oxnard, authorized to perform business within the City, and in doing so, holds a current City Business license, and provides, produce/s, or performs contracted work using employees, of whom the majority are physically located in said local offices, and
2. A City of Oxnard business street address, shall be open and staffed during normal business hours with an annual gross receipts of twenty million dollars (\$20,000,000) or less thirty-six months (36) and,
3. Employee fewer than one hundred (100) employees at least fifty percent (50%) Oxnard residents, per the Ordinance. (Refer to Ordinance 2852).
4. Post office box numbers shall not suffice to establish status as a "local business."

Additional supporting documentation is required to verify qualification includes:

1. A copy of a current BOE 531-A and/or BOE 530-C form (State, Local & District Sales, and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e. Counties, Cities).
2. A current business license if required.
3. Proof of the current business address. The business address must match for points 1, 2 and 3.

Business Name: VENCO POWER SWEEPING, INC.

Physical Address: 2400 EASTMAN AVE. OXNARD, CA 93030

Phone: 805.201.0040 E-Mail: bbarrett@vencosweep.com

Date Principal Business Address Established: 1990 No. of Company Employees at this address: 39

If less than 36 months, list previous City of Oxnard location: \_\_\_\_\_

City Business License No.: 21-00095158 Taxpayer Identification No. (TIN): 20-8785975

Primary function of this location (i.e., sales, distribution, production, corporate, etc.): \_\_\_\_\_

CORPORATE OFFICE, YARD AND SHOP

Signature of Company Official: B. Barrett Date: May 8, 2020

Bill Barrett - President

Print Name, Title

Submittal of false data will result in disqualification of local preference and/or doing business with the City of Oxnard.

**IMPORTANT**

Any certificate issued upon the payment by check shall be void unless the amount due is actually received by the City. The certificant is responsible for complying with City, County, State and Federal requirements including local zoning laws. Payment of the business tax is not an endorsement of the business or verification of competency or reliability.

**OCC sec 11-5 - Multiple business tax certificates; branch establishments.**

- (a) A person shall obtain a separate business tax certificate for each separate type of business conducted at the same or different locations.
- (b) Notwithstanding subsection (A) of this section, any person conducting two or more types of businesses at the same location or at different locations...shall obtain a business tax certificate for each branch establishment or location.
- (c) A person shall obtain a business tax certificate for each branch establishment of the same business.
- (d) A person shall conduct only the business for which a business tax certificate is obtained at the location and in the manner stated in such business tax certificate.

**OCC sec 11-18 - Nontransferability.** No business tax certificate issued...shall be transferable. If a business is transferred by sale or otherwise to another person, the transferee shall apply for a new business tax certificate and shall not be entitled to operate the business pursuant to the business tax certificate issued to the transferor.

**OCC sec 11-19 - Duplicate Business tax certificates.** If a certificant files a sworn statement that a business tax certificate has been lost or destroyed, and pays the duplicate business tax certificate fee, the collector may issue a duplicate business tax certificate.

**OCC sec 11-20 - Posting and carrying business tax certificate.**

- (a) Any certificant conducting business at a fixed place of business in the city shall post the business tax certificate in a conspicuous public location at the place of business.
- (b) Any certificant conducting business, but not operating at a fixed place of business in the city, shall keep the business tax certificate on his or her person at all times while conducting business.

**OCC sec 11-21 - Time for payment.**

- (a) Except as otherwise provided in this chapter, annual business taxes shall be due and payable in advance on the first day of the anniversary month of each year.
- (b) Except as otherwise provided in this chapter, business taxes, other than annual, shall be due and payable...in advance on the first day of business...

**OCC sec 11-22 - Delinquency; penalties; installment payments.**

- (a) If a person fails to pay a business tax when due, the collector shall add a penalty of ten dollars (\$10) or ten percent (10%) per month of the delinquent amount of business tax, whichever is greater. The penalty shall be assessed on the first day of each month after the due date of the business tax, up to a maximum of 50% of the amount of the business tax due.

**OCC sec 11-22 - No refund on cessation of business.**

- (a) A certificant shall not be entitled a refund of any portion of any business tax or fee paid by reason of cessation of the business prior to the expiration of the business tax period.

The City will mail a renewal notice to the mailing address on file however, it is your responsibility as the business owner to pay the business taxes when due to avoid penalties. Penalties are assessed for delinquent accounts, regardless of whether you receive a renewal notice or not. If you do not receive a renewal notice by the expiration date of the tax certificate, please contact Licensing Services immediately.

**CITY OF OXNARD - LICENSE SERVICES**  
214 South C Street, Oxnard, California 93030  
(805) 385-7817 • Fax (805) 385-7836

**BUSINESS TAX CERTIFICATE**

NON TRANSFERRABLE OR ASSIGNABLE

Classification Code No: **2803-02**Certificate No: **21-00095158**Control No: **93617**Date Issued: **3/23/20**Expiration Date: **3/31/21**Classification Code Description: **MISC SERVICE**Owner's Name: **VENCO POWER SWEEPING, INC**Business Address: **2400 EASTMAN AVE**

OXT0323A \*\*\* 7000000033 00.0001.0030 30/1  
30 1 AV 0.389 \*\*\* AUTO SCH 5-DIGIT 93030



VENCO POWER SWEEPING, INC  
2400 EASTMAN AVE  
OXNARD CA 93030-5187

**POST IN A CONSPICUOUS PLACE**

This Business Tax Certificate is issued as an acknowledgment for the payment of a business tax

## 5 EQUIPMENT LISTING

Equipment/vehicles to be used by Vendor to meet the service requirements of Agreement:

|      |             |                               |
|------|-------------|-------------------------------|
| 2016 | TYMCO 600   | REGENERATIVE AIR SWEEPER      |
| 2016 | TYMCO 600   | REGENERATIVE AIR SWEEPER      |
| 2016 | TYMCO 435   | REGENERATIVE AIR SWEEPER      |
| 2016 | ELGIN BROOM | REAR MECHANICAL BROOM SWEEPER |

WE HAVE SEVERAL BACK UP REGENERATIVE AIR SWEEPERS AND BACK UP BROOM SWEEPER AS WELL AS SEVERAL PARKING LOT SWEEPERS ALL EQUIPPED WITH GPS TRACKING AND REPORTING CAPABILITIES.

VENDO POWER SWEEPING MEETS ALL FEDERAL, STATE AND LOCAL EQUIPMENT REGULATIONS. SEE ATTACHED CURRENT CERTIFICATE OF REPORTED COMPLIANCE WITH CARB.



# CALIFORNIA

## AIR RESOURCES BOARD

### Certificate of Reported Compliance Truck and Bus Regulation

Issued to:

Venco Power Sweeping, Inc  
Motor Carrier: USDOT-370822

This certificate confirms that the fleet owner has attested under penalty of perjury that the statements and information they provided to the Air Resources Board (ARB) are true, accurate, and complete regarding all relevant vehicles in the fleet required to show compliance. ARB hereby finds that the fleet listed above has reported compliance with title 13, California Code of Regulations, section 2025 of the Truck and Bus Regulation. If ARB subsequently finds that the statements and information that have been provided are not true, accurate, and complete, this certificate shall be effectively revoked and the fleet subject to noncompliance penalties.

This certificate is valid until December 31, 2020

Printed on 2020-01-17

Truck and Bus Fleet Identification  
34527

*Jack Kitowski*

Jack Kitowski  
Division Chief, Mobile Source Control Division  
California Air Resources Board

To verify the authenticity of this certificate, visit  
[www.arb.ca.gov/msprod/ondiesel/tblookup.php](http://www.arb.ca.gov/msprod/ondiesel/tblookup.php)

## 1.14 References

List at least three (3) persons or firms with whom you have performed similar maintenance services during the past three years. At least two (2) of the references named are to have knowledge of your debt payment history.

REFERENCE NO. 1Firm: CITY OF CAMARILLOContact Name: LEO ALAMILLOTitle: STREET DIVISION MANAGERAddress: 601 CARMEN DR. CAMARILLO, CA 93010Telephone & Email Address: 805.388.5338 lalamillo@ci.camarillo.ca.us

Nature and magnitude of purchase, sale, loan, business association, etc.:

STREET AND PARKING LOT SWEEEPING \$ 250,000.00 ANNUALLYREFERENCE NO. 2Firm: CITY OF PORT HUENEMEContact Name: FRED CAMARILLOTitle: PUBLIC WORKS DIRECTORAddress: 746 INDUSTRIAL AVE. PORT HUENEME, CA 93041Telephone & Email Address: 805.986.6507 fcamarillo@ci.port-hueneme.ca.us

Nature and magnitude of purchase, sale, loan, business association, etc.:

STREET AND PARKING LOT SWEEEPING \$ 110,000.00 ANNUALLYREFERENCE NO. 3

Firm: CITY OF VENTURAContact Name: CHRIS PALMIERITitle: PUBLIC WORKS SUPERVISORAddress: 501 POLI ST. VENTURA, CA 93001Telephone & Email Address: 805.701.1722 CPALMIERI@CITYOFVENTURA.CA.GOV

Nature and magnitude of purchase, sale, loan, business association, etc.:

STREET AND PARKING LOT SWEEPING \$400,000.00 ANNUALLYREFERENCE NO. 4Firm: MAR-EO EQUIPMENT COMPANYContact Name: GREG BENNETTTitle: DISTRICT SALES REP.Address: 130 ATLANTIC ST. POMONA, CA 91768Telephone & Email Address: 909.594.9493 GBENNETT@MARCOEQUIP.COM

Nature and magnitude of purchase, sale, loan, business association, etc.:

SWEPPER PARTS \$100,000.00 ANNUALLYREFERENCE NO. 5Firm: PINKY'S TIRE REPAIRContact Name: LEON THROCKMORTONTitle: PRESIDENTAddress: 2878 SHERWIN AVE. VENTURA, CA 93003Telephone & Email Address: 805.642.0622 JORDON@PINKYSTIRE.COM

Nature and magnitude of purchase, sale, loan, business association, etc.:





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

**DATE:** October 6, 2020

**TO:** City Council

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

**SUBJECT:** Amendment to Agreement for Geotechnical Investigation and Seismic Analysis of Seawalls.

**RECOMMENDATION**

That the City Council approve and authorize the Mayor to execute a Second Amendment to Agreement 8554-19-PW with TetraTech, Inc. for geotechnical investigation and seismic analysis of seawalls in the amount of \$121,319 for a new not to exceed contract amount of \$296,801 and to extend the term from March 14, 2021 to March 14, 2022. (Public Works and Transportation Committee approved 3-0)

**BACKGROUND**

When the homes in Mandalay Bay were constructed, the developer installed reinforced concrete Boise and Zurn style seawalls to create the Oxnard waterways portion of the Channel Islands Harbor. This allowed the developer to create lots and install foundations for residential development. The Boise system consists of restrained precast concrete panels held in place by precast concrete “T” shaped pilasters, which are anchored to a cast-in-place concrete footing. The Zurn wall is a cast-in-place concrete cantilevered retaining wall supported on a continuous cast-in-place concrete footing. The footing is supported by a row of vertical timber piles and a row of battered timber piles. The vertical piles are spaced at 6 feet on center and the battered piles at 12 feet on center. Waterways Zone 1 Mandalay Bay consists of 7.8 miles of seawalls; 3.4 miles of Boise walls and 4.4 miles of Zurn walls.

Beginning in 1992, staff began to address multiple issues with both types of seawalls. Within a 20-year period, between 1972 - 1992, the City had made more than 500 individual repairs to the seawalls including repairs to foundation piles, concrete wraps for pilasters, cracks and spalling, slope protection, and backfilling. The walls are 52 years old and will require a strategic phased plan for their replacement over the next 25 years, with maintenance beyond 25 years.

On March 1, 2011, the City entered into Agreement A-7390 with TranSystems Corporation (TranSystems) for \$287,568 to assess the condition and develop a plan for capital repairs and replacement of the seawalls in Mandalay Bay. The first amendment to Agreement A-7390 for an additional \$355,000 was approved by City Council on February 7, 2012, for the purpose of collecting adequate samples for the engineering assessment of all seawall exposure segments. This strategic investigation was completed on August 20, 2012.

TranSystems identified 200 repairs that were not to exceed \$1,000,000. On April 9, 2013, City Council approved agreement A-7581 between the City and the Channel Islands Waterfront Homeowners Association (CIWHA) to share costs for the repairs to the Mandalay Bay seawalls. The City agreed to pay 50% of the costs from the General Fund with a not-to-exceed amount of \$500,000. CIWHA agreed to utilize funds from Mandalay Bay Waterways Zone 1 Assessment District to pay the remaining 50%.

On July 26, 2016, City Council approved Agreement 7401-16-PW with TranSystems for on-call marine engineering

services for the Waterway Districts of Mandalay, Westport and Seabridge in an amount not to exceed \$929,500 over a three-year term. Additionally, City Council approved task orders for permit process and engineering design for the West Hemlock Street seawall repairs. Task Order 1 was for permit processing and project approval by regulatory agencies. The second task order was for geotechnical testing, design, construction monitoring, and follow-up performance evaluations.

On July 18, 2017, City Council approved the first amendment to TranSystems Agreement 7401-16-PW in the amount of \$137,600 for a new not to exceed amount of \$1,067,100 for on-call marine technical engineering service with TranSystems. The scope of work for this amendment included the development of new repair concept details as well as the refinement of existing repair details, development of specific project areas and timelines, budgetary cost estimates, and attendance at meetings to discuss recommendations between the City and CIWHA.

In December 2017, TranSystems completed the *Mandalay Bay Seawalls Capital Improvement Program: Phase C* report for the City. As part of Phase C, TranSystems included a survey and recommendations for repair of weep holes, pilasters, and walls. These recommendations included items such as the installation of concrete pilaster jackets, removal of the outer 1-inch of concrete on the existing walls, then wrapping them on the water side with resin and fiberglass-reinforced plastic sheet pile. In essence, the recommendations only placed a band-aid on the seawalls to extend their life, but ultimately they would need to be replaced regardless. The cost for this superficial work was estimated to be \$86.5 million over 25 years, not adjusted for inflation. Furthermore, these recommendations did not provide any solutions for the seismic vulnerability of the seawalls, as they were built prior to current California seismic codes.

In early 2018, the Public Works Director reviewed the accumulation of documents provided by TranSystems over the years. Due to the TranSystems study costs and methodology for repairs, it was recommended that the City proceed with a value engineering process for the seawall replacement to confirm the accuracy of the information and costs provided.

On October 10, 2018, the City released a Request for Proposal (RFP) for Mandalay Bay Seawall Repair Feasibility Study and Phase 2 Construction Documentation for 3900-3966 West Hemlock Street. The proposal submission closed on November 6, 2018. Due to a lack of responses from qualified proposers, a revised RFP was released on November 21, 2018. PW 19-25R closed on December 10, 2018. A budget appropriation for \$163,431 was approved by City Council on February 5, 2019 to be used for engineering services for this project. These funds were used to execute TetraTech Agreement 8554-19-PW for \$142,114 which was approved by the City Manager.

In March 2019, TetraTech began studying the Mandalay Bay seawalls and a draft of the *Mandalay Bay Seawalls Repair Conceptual Study and Feasibility Analysis* was furnished to the City in July 2019. The City requested additional analysis of the seawalls to observe the level of deterioration of the seawalls and comparing the observations to the TranSystems reports. On November 19, 2019, the City Manager approved the First Amendment to TetraTech Agreement 8554-19-PW, which increased the contract value by \$33,368 for a total contract value of \$175,482. Part of their analysis required observing the walls at the annual low tide which was a critical piece of the data necessary to accurately analyze the deterioration of the seawalls.

Thereafter, the *Mandalay Bay Seawalls Repair Conceptual Study and Feasibility Analysis* was completed in early 2020. In this study, TetraTech identified the deterioration of the walls as vertical cracking and spalling of pilasters, cracking to the Boise walls, and surface erosion to the Zurn walls. Several locations showed alkali-silica reaction which is a chemical reaction that causes cracking and spalling when concrete is exposed to moisture. Additional concerns include risks to the seawalls from seismic activity and liquefaction of soils behind some seawalls during a major earthquake.

Based on the study, which included cost analysis for replacement of the seawalls, TetraTech recommended two options; installation of panels and whaler tie-backs or installation of cantilever sheet pile. Installation of the whaler tie-back option would consist of installing a new panel in front of the existing wall, filling the space between the two walls, and installing tie-backs that extend down into the competent, non-liquefiable soils. However, the whaler tie-back option does require additional geotechnical investigations to determine actual feasibility. The other option, installation of the cantilever sheet pile, would include the installation of a new sheet pile in front of the existing wall using a press-in method (which causes less vibration and noise) and filling the gap between the two walls. This method of seawall replacement would require the

new wall to be placed approximately 8 feet in front of the existing wall. The City does not believe that Mandalay Bay can accommodate the space requirements for the cantilevered sheet pile option and is recommending the whaler tie-back method for the new seawalls.

### **CIP Reference:**

Project No. **191601** - Mandalay Bay Seawalls - CIP 2020-2025 - Adopted June 16, 2020 - Page 93.

### **DISCUSSION**

Although several options were analyzed for replacement of the seawalls, it was determined that the whaler tie-back method was the best solution for Mandalay Bay to ensure the greatest area of navigable waters in the smaller back basins of the waterways. TetraTech estimates that the whaler tie-back option would be the most cost-effective seismic repair solution for both the Boise and Zurn walls. The life of the new seawalls is expected to be at least 75 years. In order for the whaler tie-back method to be confirmed as a feasible repair, additional geotechnical investigation is required. This will include analysis of the effects of liquefaction and potential lateral spreading behind the existing seawalls. The scope includes geotechnical field exploration which consists of marking proposed locations and locating existing utilities to avoid conflicts, drilling four (4) exploratory borings across the site to depths of 40 to 50 feet below the ground surface, geotechnical laboratory testing of the boring samples, inspection of existing piles to determine current condition, completion of the seismic vulnerability study of the existing seawalls, and the development of the structural design detail of the whaler tie-back panel. This will include components such as the tie-back anchor, anchor/whaler connection, panel, and footing design.

This Second Amendment to the TetraTech Agreement 8554-19-PW will include the additional geotechnical investigation required and increase the contract value by \$121,319 for a new not to exceed amount of \$296,801 and extend the term to March 14, 2022. This amendment will allow the consultant to confirm feasibility of the whaler tie-back method prior to initiating the Phase 2 of the original contract which consists of the plans, specifications, and estimates for the repairs of the seawalls along Hemlock Street.

### **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 Second Amendment with TetraTech, Inc. is an additional \$121,319 and extends through March 14, 2022. With the approval of the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant recognition and budget appropriation for \$132,562.50 in grant funds from the FEMA staff report in this same Council agenda for October 6, 2020, there will be sufficient budget in Project No. 191601 for this amendment (account 238-9816-826-82-09).

### **COMMITTEE OUTCOME**

The Public Works and Transportation Committee approved 3-0 on September 8, 2020 to approve the staff recommendation and to forward the item for Council approval.

*Prepared by: Tatiana Arnaout, City Engineer*

### **ATTACHMENTS**

1. Agreement 8554-19-PW Second Amendment
2. Agreement 8554-19-PW Original and First Amendment

## Agreement No. 8554-19-PW

**SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**

This Second Amendment (“Second Amendment”) to the agreement for professional services (“Agreement”) is made and entered into in the County of Ventura, State of California, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Oxnard, a municipal corporation (“City”), and Tetra Tech, Inc. (“Consultant”). This Second Amendment amends the Agreement entered into on March 15, 2019 and by a First Amendment on November 19, 2019, by City and Consultant.

City and Consultant agree as follows:

1. The Schedule of Services in Section (4) of the Cover Page of the Agreement is hereby amended to: “Refer to Scope of Services Exhibit, Scope of Services Exhibit Supplemental, Scope of Services Exhibit Supplemental 2, Schedule of Services Exhibit, Schedule of Services Exhibit Supplemental and Schedule of Services Exhibit Supplemental 2.”
2. In Section (5) of the Cover Page of the Agreement, the Agreement Ending Date is hereby amended to: “March 14, 2022.”
3. In Section (6) of the Cover Page of the Agreement, the Total Agreement Amount is hereby amended to: “\$296,801.”
4. The following is attached hereto and incorporated herein by this reference into the Agreement: Scope of Services Exhibit Supplemental 2, Rates and Cost Exhibit Supplemental 2 and Schedule of Services Exhibit Supplemental 2.
5. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

**CITY OF OXNARD****TETRA TECH, INC.**

☒ Tim Flynn, Mayor<sup>1</sup> \_\_\_\_\_ Date \_\_\_\_\_  
☐ Alexander Nguyen, City Manager \_\_\_\_\_  
☐ Lisa Boerner, Purchasing Manager \_\_\_\_\_  
☐ \_\_\_\_\_, Buyer \_\_\_\_\_

Preston Hopson, \_\_\_\_\_ Date \_\_\_\_\_  
 Sr. VP., General Counsel  
 and Secretary<sup>2</sup>

David Liu, \_\_\_\_\_ Date \_\_\_\_\_  
 Senior Vice President

ATTEST:

Michelle Ascencion, \_\_\_\_\_ Date \_\_\_\_\_  
 City Clerk

APPROVED AS TO FORM:

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

<sup>1</sup> The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to \$100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to \$25,000 annually.

<sup>2</sup> The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

## SCOPE OF SERVICES SUPPLEMENTAL 2

### **OVERVIEW**

Tetra Tech, Inc. (Consultant), Earth Mechanics, Inc. (EMI) and Geotechnical Professionals, Inc. (GPI) will be coordinating as a team (Team) for this project. The Consultant will be the contract holder and project manager, EMI will be the geotechnical engineer of record (GEOR) and GPI will provide the geotechnical investigation and laboratory work. Previous studies performed for the City on the Mandalay Bay Seawalls did not include the effects of liquefaction and potential lateral spreading in their evaluations. The goal of this project is to investigate the seismic vulnerability of the proposed Waler Tie-Back repair option as described in the Mandalay Bay Seawall Repair, Conceptual Study and Feasibility Analysis Report, dated March 6, 2020. The seismic design parameters used in the analysis will be in conformance with the California Building Code 2019 (CBC 2019).

A phased approach to this investigation is recommended. Phase 1 will include the geotechnical field investigation, laboratory analysis and a preliminary seismic vulnerability study. This phase will inform the Consultant's conclusion and report to the City that the Waler Tie-Back repair will/will not provide satisfactory performance during a seismic event. Analysis will be included for the two types of seawall designs: Boise and Zurn Walls. Results from this phase may determine that the tie-back design will not perform adequately in a seismic event. In this case, Consultant will include alternative design recommendations in the Phase 1 report.

The work to be included in Phase 2 is dependent on the results of Phase 1. The Consultant will provide a Phase 2 proposal based on the results of Phase 1. Phase 2 work will be aimed at "fine-tuning" the design by: a) developing site-specific ground motion parameters which may allow for more efficient and cost-effective solutions; and b) performing an advanced finite element analysis that may also improve efficiency of the design. Consultant will include a recommendation in Phase 1 report as to what Phase 2 tasks are merited based on construction cost savings and construction change order risk mitigation.

### **SCOPE OF WORK**

#### **Task 1 – Geotechnical Investigation, Laboratory Testing and Data Analysis**

GPI has been retained to provide geotechnical field exploration and laboratory testing services to aid EMI in their geotechnical analyses and recommendations. The proposed scope of the field exploration and laboratory testing program was developed by Byron Konstantinidis, G.E., the Project Geotechnical Coordinator, and EMI.

GPI's complete scope of proposed geotechnical services includes:

- Geotechnical Field Exploration
- Layout, Utility Marking, and Permitting
- Drilling
- Geotechnical Laboratory Testing
- Geotechnical Data Report

#### **Geotechnical Field Exploration - Layout, Utility Marking, and Permitting**

Prior to performing subsurface explorations, Consultant will mark proposed locations at the site and notify Underground Service Alert (Dig-Alert) to reduce the potential for encountering existing underground utilities when drilling and sampling. GPI will also retain a geophysical consultant to scan the

proposed exploration locations for underground conflicts prior to site work. Such surveys do not find all utilities, but may provide an additional level of confidence above the Dig-Alert notice. Typical average effective depths of GPR range between three (3) and five (5) feet but can be as much as 10 feet.

Two of the proposed explorations are located within the public right-of-way. Based on Consultant's discussions with the City, Consultant will obtain an encroachment permit for those borings and a well/borehole permit for all four borings prior to drilling. As this project is ultimately being performed for the City, Consultant understands that there is a possibility that the fees associated with the permitting process may be waived. Consultant has included the permitting fee schedule from the City as an attachment and will invoice the associated fees as reimbursable expenses, if required. The remaining two locations are proposed to be located in existing vacant lots and will require approval of the current property owners. Consultant understands permits will not be necessary. The Team will coordinate access to the vacant lots with the City or current owners.

#### Geotechnical Field Exploration – Drilling

GPI will perform four exploratory borings across the site to depths of 40 to 50 feet below ground surface or practical refusal (one at 50 feet, one at 45 feet, and two at 40 feet) using truck-mounted rotary wash drilling equipment. Given the expected site conditions and Consultant experience at similar sites, rotary wash is the preferred drilling method as compared to the more commonly used hollow-stem auger (HSA) drilling method as detailed below:

- The subsurface materials are expected to consist of soft to firm clays and silts with interbedded lenses of loose to medium dense sandy soils in the upper 22 to 27 feet. Groundwater is expected to be encountered within the upper 10 to 15 feet, at the approximate mean sea level.
- Rotary wash equipment uses drilling mud to both stabilize the borehole during drilling and provide positive downward hydrostatic pressure to resist the in-situ pore pressures when drilling below the groundwater table, especially in coarser-grained, loose to medium dense sandy soils.
- Without the use of drilling fluids (mud or water), loose sands beneath groundwater can heave during drilling resulting in unrepresentative/disturbed sampling and/or caving of the borehole.
- Although the HSA method is generally more cost effective as compared to rotary wash, the HSA method typically does not introduce fluid (mud or water) during drilling and would result in disturbed sampling.
- The smaller diameter rotary wash boring (5-inch diameter) will result in less spoils and lower costs for off-site disposal as compared to HSA borings (8-inch diameter).

The borings will be performed to the target depths, unless practical refusal is encountered. The borings will be logged in the field by Consultant representative. Relatively undisturbed (drive and tube) and disturbed (SPT and bulk) samples of representative soil layers will be obtained at depth intervals of approximately two (2) to three (3) feet in the upper 20 feet and three (3) to five (5) feet, thereafter. At the completion of the borings, Consultant will measure the depth to static ground water level at each location prior to backfilling the boreholes with grout and patching the ground surface with quick-set grout as needed. The soil cuttings and drilling mud mixture will be drummed for disposal.

The drums will need to be temporarily stored on-site until analytical testing can be completed and the drums picked up for off-site disposal. Consultant anticipates that approximately eight (8) drums may be needed to store the drill cuttings and mud for the currently proposed scope. The estimated cost presented herein includes conducting the analytical testing and disposal of the drums. A representative of the property owner will need to sign the manifest prior to transporting the drummed materials offsite. The client should also provide the Team with an approved on-site storage location for the drums to be placed prior to their eventual removal off-site.

Geotechnical Laboratory Testing

GPI will perform laboratory testing on samples obtained during field investigations. At the request by the Project Geotechnical Coordinator and the GEOR, the Consultant laboratory testing program will be aimed at valuating the index and shear strength properties of the soils. Based on the proposed testing scope provided, Consultant has considered the following types of tests:

- In-place Moisture and Density: 50
- Undrained-Unconsolidated (UU) Triaxial Shear Tests 4
- Fines Content 9
- Grain Size Analyses 3
- Atterberg Limits 6
- Torvane Shear Tests 12

GPI will provide draft copies of the boring logs and Consultant's proposed laboratory testing program to the Project Geotechnical Coordinator for review prior testing. With the exception of the UU triaxial tests, the recommended laboratory testing scope can be performed by GPI in their in-house laboratory. Tube samples will be sent to an outside testing facility to perform the UU triaxial tests.

Data Report

The results of the field exploration and laboratory testing will be presented in an appropriately illustrated data report. The report will contain a brief project and site description plus a site plan showing the locations of Consultant field explorations, logs of the field explorations, and laboratory test results by GPI and others.

**Task 2 – Pile Testing and Bathymetric Survey Confirmation**

Structural integrity of the existing timber seawall piles is crucial to the success of the waler tie-back repair method. As such, Tetra Tech proposes to perform an in-situ inspection on two (2) select piles. This inspection will be conducted in the "wet" by hand excavating a trench in front of the seawall to access a timber existing pile. The pile will be inspected, measured and core drilled to determine condition. The results of this inspection will allow Consultant Team to better determine the structural capacity of the existing seawall systems.

The elevation of the slope adjacent to the seawalls is critical to the accuracy of modeling and structural support of the existing wall. Tetra Tech proposed to conduct cursory surveys to determine typical depths of the channel, slope angle and elevation next to the seawall. The results will be compared to the design plans will further inform and support the geotechnical and structural analysis.

**Task 3 – Seismic Vulnerability Study**

EMI will utilize the data developed in Task 1 to prepare a seismic vulnerability study. The following will be performed for seismic vulnerability study:

- Review as-built drawings of the retaining walls.
- Review available geotechnical reports.
- Review site-specific soil boring data.
- Interpret field and laboratory results to develop idealized soil profiles and strength parameters for analyses of two cross-sections (one each for Boise and Zurn walls).
- Determine code-based ground motion parameters using the USGS website.



- Evaluate liquefaction potential, reduction in shear strengths, and seismically-induced settlement during earthquake.
- Perform global slope stability evaluation without and with pinning effects of existing piles using simplified evaluations and estimate lateral movements.
- Estimate seismic earth pressures on walls for structural evaluation.
- The above evaluations will be performed using the Zurn wall foundation configuration. If favorable results are obtained, limited analysis will also be performed for the Boise wall foundation configuration.
- Prepare a preliminary geotechnical memorandum (draft and final) to document results of the preliminary analysis and recommendations.

#### **Task 4 – Structural Design of Waler Tie-Back Panel**

The structural details of the waler tie-back design will be a major cost component of construction. In an effort to further investigate the structural design and to better estimate construction costs, Tetra Tech proposes to further develop the design the following components: a) tie-back anchor, b) anchor/waler connection, c) panel design and d) panel/footing design.

**RATES AND COSTS EXHIBIT SUPPLEMENTAL 2**

**Cost** – Tetra Tech will complete the Scope of Work above for lump sum price of \$121,319. Consultant will not charge for any additional services beyond the cost listed above without the mutual written consent, in an amendment, of both parties.

**SCHEDULE OF SERVICES EXHIBIT SUPPLEMENTAL 2**

**Schedule** – Tetra Tech will complete the tasks as follows:

Task 1 – Geotechnical Investigation and Laboratory Analysis – eight (8) weeks from Notice to Proceed

Task 2 – Pile Testing and Bathymetric Survey Confirmation - eight (8) weeks from Notice to Proceed

Task 3 – Seismic Vulnerability Study – eight (8) weeks from completion of Task 1

Task 4 – Structural Design of Waler Tie-Back Panel – four (4) weeks from completion of Task 3

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**AGREEMENT FOR PROFESSIONAL SERVICES  
COVER PAGE**

- (1) Agreement Start Date: March 15, 2019
- (2) Consultant: Tetra Tech, Inc.
- (3) Services: Seawall repair feasibility study and construction documentation for 3900-3966 West Hemlock Street
- (4) Schedule of Services: The services must be completed within 365 calendar days of the Agreement Start Date listed above.
- (5) Agreement Ending Date: March 14, 2020
- (6) Total Agreement Amount: \$142,114
- (7) City's Project Manager: Tatiana Arnaout
- (8) Consultant's Project Manager: Rafael Holcombe
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:
- |                                                                                                                       |                                                                                                                            |
|-----------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| <p><i>FOR CONSULTANT:</i></p> <p>249 E Ocean Blvd., #325<br/>Long Beach, CA 90802<br/>Attn: Rafael Holcombe, P.E.</p> | <p><i>FOR CITY:</i></p> <p>305 West Third Street<br/>Oxnard, CA 93030<br/>Attn: Tatiana Arnaout, Senior Civil Engineer</p> |
|-----------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|
- (11) Contact Emails:
- |                                                                                       |                                                                         |
|---------------------------------------------------------------------------------------|-------------------------------------------------------------------------|
| <p><i>CONSULTANT'S PROJECT<br/>MANAGER:</i></p> <p>rafael.holcombe@tetrattech.com</p> | <p><i>CITY'S PROJECT MANAGER:</i></p> <p>tatiana.arnaout@oxnard.org</p> |
|---------------------------------------------------------------------------------------|-------------------------------------------------------------------------|

The Agreement for Professional Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

- ☒ Scope of Services Exhibit
- ☒ Rates and Costs Exhibit
- ☒ Schedule of Services Exhibit
- ☒ Insurance Exhibit (INS-A)

### AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Consultant" on the Cover Page, for good and valuable consideration, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

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

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

4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.

6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.

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

8. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Consultant invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Consultant and City in this Agreement or in a binding amendment thereto.

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

10. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager and Department Director. Consultant hereby designates the person in the position listed in "(8) Consultant's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Consultant.

11. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant's staff who are assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Consultant be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Consultant's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

12. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

13. Advertising and Publicity. Consultant shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

14. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant; or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

15. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been

completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

**16. Hold Harmless, Defense and Indemnity.**

a. If Consultant provides any architectural, landscape architectural, engineering or land surveying ("design professional") services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

b. If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

c. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 16 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 16 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

**17. Insurance.** Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the City's Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City's Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

**18. Documents and Materials.**

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights,

shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 18.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

d. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Consultant shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

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

#### 19. Confidentiality of Information.

a. For the purposes of this Agreement, "confidential information" means all data or information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City, or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Consultant or is developed by Consultant in whole or in part at the City's expense.

b. Said data or information constitutes confidential information pursuant to California Government Code Sections 6254(e), 6254(k), 6254(aa), 6254.9, 6254.16, 6254.18 and 6255, which exempts the City's internal programs and network structure and information regarding infrastructure and customer information from disclosure under the California Public Records Act (California Government Code Sections 6250 through 6276.48) ("CPRA"). Without in any way affecting the confidential nature of the information, the City will provide the requested information to the Consultant pursuant to the terms of this Agreement, and the City's disclosure shall not constitute a public disclosure pursuant to Government Code Section 6254.5.

c. All confidential information shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

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



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omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

e. Consultant shall use reasonable care to protect the confidential information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages.

f. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any confidential information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any confidential information disclosed under this Agreement.

g. Consultant will use the confidential information solely for the limited purposes of the Services.

h. Except as otherwise agreed upon by the Parties, Consultant shall maintain physical custody or control over all confidential information obtained by it and shall be responsible for ensuring that such confidential information is not disclosed.

i. Without prejudice to the rights and remedies otherwise available to City, Consultant acknowledges and agrees that: the confidential information is valuable to City, unique, and contains sensitive information; a breach of this Agreement could cause irreparable harm to City; and that City could be entitled to seek injunctive relief, specific performance or both if Consultant breaches or threatens to breach any of the provisions of this Agreement.

j. All confidential information shall remain the property of City. Following Consultant's completion of the Services, Consultant shall promptly destroy all such confidential information in its possession or control and certify such destruction to City in a writing signed by an authorized representative.

k. This Section 19 shall survive the termination of this Agreement.

20. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

21. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language,

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physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

22. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

25. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

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

28. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

29. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

30. Force Majeure. Neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

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

32. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

33. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity.

34. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

35. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

36. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

37. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relief to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

38. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

39. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

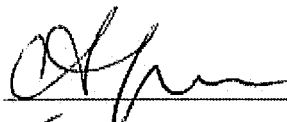
40. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

41. Consequential Damages Waiver: Except as otherwise provided in this Agreement, and excluding losses covered by Insurance required by this Agreement in no event will either party be liable under any circumstances to the other party for special, indirect, punitive, incidental, exemplary or consequential damages or losses, including lost profits, loss of business opportunity or other similar damages resulting from or arising out of this Agreement, by statute, in Tort or Contract, under any indemnity provision or otherwise.

Agreement No. 8554-19-PW

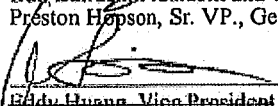
IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

## CITY OF OXNARD

  
3/14/2019  
 Date  
☒ Alexander Nguyen, City Manager

## Tetra Tech, Inc.

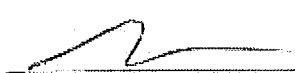
  
3/8/19  
 Date  
 Dan Batraak, President and CEO  
 Preston Hopson, Sr. VP., General Counsel and Secretary

  
3/8/19  
 Date  
 David Liu, PhD., Senior Vice President

ATTEST:

NA  
 Michelle Ascencion, City Clerk  
 Date

APPROVED AS TO FORM:

  
3/13/19  
 Date  
 Stephen M. Fischer, City

## SCOPE OF SERVICES EXHIBIT

1.0 The Consultant shall provide the City with a detailed report of a design for the repair of the Mandalay Seawall, located at 3900-3966 West Hemlock Street, Oxnard to include a feasibility analyses which must include value engineering and the effort required to complete the construction documentation.

1.1 The Scope of Work shall consist of, but not be limited to, the following:

- a) Provide a detailed work plan and project schedule using Microsoft Project for each phase;
- b) Prepare and distribute meeting minutes for every meeting including conference calls;
- c) Schedule meetings as necessary during review;
- d) Prepare a final report which will include the findings of the feasibility study regarding the proposed steel sheet pile system including engineer's cost estimates for the proposed repairs; and
- e) Prepare Construction Documents and obtain all necessary permits and environmental clearance.

1.2 Phase 1 – Concept study to determine the best option available to repair the seawalls.

- a) The Consultant shall conduct a Phase 1 initiation conference with the City of Oxnard and the Consultant's design engineer to discuss and confirm the project approach.
- b) The Consultant will provide engineering services to the City of Oxnard to determine what options are available for repairing the existing Zurn and Boise type seawalls in Mandalay Bay is a viable solution.
- c) The deliverable for Phase 1 will be a final report which identifies the best design option including an engineer's estimate of the cost for the proposed repairs for each wall type.
- d) Additionally, the Consultant will provide a value engineering review throughout Phase 1. The purpose of this review is to evaluate preliminary study findings to determine whether the City's functional objectives can be met more cost effectively through a different design approach. A value engineering review and the investigation of the details of the various infrastructure/building systems can help identify design problems.
- e) A formal report will be prepared and submitted to the City of Oxnard. Specifically, the review includes:
  - i. The identification of the best functional balance between cost, reliability, and performance of the project, while meeting the objectives of the City;
  - ii. The evaluation of infrastructure/building details for practicality and efficiency of design.

1.3 Phase 2 – Construction Documentation.

- a) The Consultant will conduct a Phase 2 initiation conference with the City of Oxnard, and the Consultant's design engineer to discuss and confirm the project approach.
- b) The Consultant will provide engineering services to the City of Oxnard to finalize the Phase 1 design concept, produce seawall repair system specifications, and determine installation methodologies.
- c) The Consultant will prepare and provide Plans and Specifications as necessary. The design concepts from Phase 1 will be modified as necessary to comply with regulatory permit conditions and to obtain City of Oxnard acceptance prior to incorporation into the final Construction Documents.
- d) The Drawings, Shop Drawings and/or Specifications will address structural, civil, geotechnical, and any other disciplines necessary for the design and installation of the steel sheet pile system.
- e) A portion of the construction of this project may be federally funded; therefore a document demonstrating compliance with NEPA may be required and should be included in the scope of work.
- f) Additionally, the Consultant will provide a constructability review during the 60% design phase of the project utilizing both engineers and construction personnel.
- g) The purpose of this review is to evaluate existing drawings and preliminary construction specifications, to determine whether proposed project details will create construction problems in the field and to determine whether the City's functional objectives can be met more cost effectively through a different construction approach. A constructability review and investigation of the details of the various infrastructure/building systems can help prevent major delays and expenses due to faulty construction sequencing, incomplete purchasing procedures, and design problems.

Agreement No. 8554-19-PW

- h) A formal report will be prepared and submitted to the City of Oxnard. Specifically, the review includes:
  - i. The identification of the best functional balance between cost, reliability, and performance of the project, while meeting the objectives of the City;
  - ii. The evaluation of specific infrastructure/building details for practicality and efficiency of design;
  - iii. The technical review of details and infrastructure/building systems to clarify the sequence of construction and the impact of design tolerances.

1.4 Time Schedule.

- a) The Consultant is to complete Phase 1 within three (3) months of acceptance.
- b) Phase 2 is to be completed within six (6) months after Phase 1 is completed.
- c) The Consultant will prepare and submit copies of the draft drawings and technical specifications for City of Oxnard review and comment at the 30%, 60% and 90% completion levels.

**RATES AND COSTS EXHIBIT****1.0 Method of Payment.**

City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to Manager thirty (30) days after receipt of the invoice. The invoice shall identify the Services by project as specified by Manager. The invoice should specifically describe the services performed, the name(s) of the personnel performing such services, hours provided for the service at the hourly rate quoted in this proposal. Travel and any associated operational costs are inclusive of the fees below. The appropriate City representative must approve the invoice.

| Phase Number | Phase Name                                                                  | Not to Exceed Amount |
|--------------|-----------------------------------------------------------------------------|----------------------|
| 1            | Concept study to determine the best option available to repair the seawalls | \$19,998             |
| 2            | Construction Documentation for 3900-3966 West Hemlock Street                | \$122,116            |

## SCHEDULE OF SERVICES EXHIBIT

### 1.0 Time Schedule.

- a) The Consultant is to complete Phase 1 within three (3) months of acceptance.
- b) Phase 2 is to be completed within six (6) months after Phase 1 is completed.
- c) The Consultant will prepare and submit copies of the draft drawings and technical specifications for City of Oxnard review and comment at the 30%, 60% and 90% completion levels.



**INSURANCE EXHIBIT  
INSURANCE REQUIREMENTS FOR CONSULTANTS  
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

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

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

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard  
Insurance Compliance  
Reference No. \_\_\_\_\_  
P.O. Box 100085 – OX  
Duluth, GA 30096  
Via Email: [cityofoxnard@ebix.com](mailto:cityofoxnard@ebix.com)  
Via Fax: 678-259-1007

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

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

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

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

All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

## INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

### *Certificates of Insurance*

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

### *Endorsement Forms*

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

INS-A.doc

**ACORD CERTIFICATE OF INSURANCE**

ISSUE DATE (MM/DD/YY)

|                 |          |                                                                                                                                                                                                             |                                     |
|-----------------|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| <b>PRODUCER</b> |          | 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 | <b>COMPANIES AFFORDING INSURANCE COVERAGE</b>                                                                                                                                                               |                                     |
| 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      | <b>GENERAL LIABILITY</b><br>[x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR [x] OWNER'S & CONTRACTOR'S PROT.                 |               |                                  |                                   | GENERAL AGGREGATE \$1,000,000<br>PRODUCTS COMP/OP AGG. \$1,000,000<br>PERSONAL & ADV. INJURY \$1,000,000<br>EACH OCCURRENCE \$1,000,000<br>FIRE DAMAGE (Any one fire) \$<br>MED. EXPENSE (Any one person) \$ |
| A      | <b>AUTOMOBILE LIABILITY</b><br>[x] ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS<br>GARAGE LIABILITY |               |                                  |                                   | COMBINED SINGLE LIMIT \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE \$                                                                                  |
| A      | <b>EXCESS LIABILITY</b><br>UMBRELLA FORM<br>OTHER THAN UMBRELLA FORM                                                                    |               |                                  |                                   | EACH OCCURRENCE \$<br>AGGREGATE \$                                                                                                                                                                           |
| A      | <b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b>                                                                                   |               |                                  |                                   | STATUTORY LIMITS<br>EACH ACCIDENT \$1,000,000<br>DISEASE-POLICY LIMIT \$1,000,000<br>DISEASE-EACH EMPLOYEE \$1,000,000                                                                                       |
| A      | <b>OTHER</b><br>Errors and omissions insurance or malpractice insurance available for the insured's profession                          |               |                                  |                                   | Minimum coverage \$1,000,000<br>Each consultant/ & listed sub-consultant \$500,000                                                                                                                           |

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

|                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br><br><b>CITY OF OXNARD</b><br><b>Attn: Insurance Compliance</b><br><b>Reference No. _____</b><br><b>P.O. Box 100085 - OX</b><br><b>Duluth, GA 30096</b><br><b>Via Email: <a href="mailto:cityofoxnard@ebix.com">cityofoxnard@ebix.com</a></b><br><b>Via Fax: 678-259-1007</b> | <b>CANCELLATION</b><br>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.<br><br><b>AUTHORIZED REPRESENTATIVE</b> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



235

**Secretary of State ALEX PADILLA**

HOME  
SITE SEARCH  
CONTACT US

SECRETARY OF STATE | ELECTIONS & VOTER INFO | CAMPAIGN FINANCE | CALIFORNIA BUSINESS PORTAL | ARCHIVES & MUSEUM | OTHER SERVICES

**Results Detail**

Last statement filed on: 1/24/2019

| Corporation                  |                              |               |
|------------------------------|------------------------------|---------------|
| TETRA TECH, INC.             |                              |               |
| Number: C1609644             | Incorporation Date:3/21/1988 | Status:Active |
| Jurisdiction: DELAWARE       | Type: Foreign Stock          |               |
| Address                      |                              |               |
| 3475 E FOOTHILL BLVD,        |                              |               |
| PASADENA, CA 91107           |                              |               |
| Agent For Service Of Process |                              |               |
| C T CORPORATION SYSTEM       |                              |               |
| 818 WEST SEVENTH ST STE 930, |                              |               |
| LOS ANGELES, CA 90017        |                              |               |

Please review this information to determine if you have located the correct corporation. The corporation is not yet due to file the required statement; therefore, this filing must be filed either by mail or at our public counter in Sacramento. Refer to [Statement of Information](#) for the forms and instructions.

[Search Results](#)[New Search](#)



# State of California Secretary of State

## Statement of Information

(Foreign Corporation)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

**IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM**

**F**

**G343995**

**FILED**

In the office of the Secretary of State  
of the State of California

**JAN-24 2019**

**1. CORPORATE NAME**

TETRA TECH, INC.

**2. CALIFORNIA CORPORATE NUMBER**

C1609644

This Space for Filing Use Only

**No Change Statement** (Not applicable if agent address of record is a P.O. Box address. See instructions.)

**3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.**

☐ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 13.

**Complete Addresses for the Following** (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

|                                                                      | CITY | STATE | ZIP CODE |
|----------------------------------------------------------------------|------|-------|----------|
| 4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE                      |      |       |          |
| 3475 E FOOTHILL BLVD, PASADENA, CA 91107                             |      |       |          |
| 5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY |      |       |          |
| 3475 E FOOTHILL BLVD, PASADENA, CA 91107                             |      |       |          |
| 6. MAILING ADDRESS OF THE CORPORATION, IF DIFFERENT THAN ITEM 4      |      |       |          |

**Names and Complete Addresses of the Following Officers** (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

|                             | ADDRESS                                  | CITY | STATE | ZIP CODE |
|-----------------------------|------------------------------------------|------|-------|----------|
| 7. CHIEF EXECUTIVE OFFICER/ |                                          |      |       |          |
| DAN L BATRACK               | 3475 E FOOTHILL BLVD, PASADENA, CA 91107 |      |       |          |
| 8. SECRETARY                |                                          |      |       |          |
| PRESTON HOPSON              | 3475 E FOOTHILL BLVD, PASADENA, CA 91107 |      |       |          |
| 9. CHIEF FINANCIAL OFFICER/ |                                          |      |       |          |
| STEVEN M BURDICK            | 3475 E FOOTHILL BLVD, PASADENA, CA 91107 |      |       |          |

**Agent for Service of Process** If the agent is an individual, the agent must reside in California and Item 11 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 11 must be left blank.

**10. NAME OF AGENT FOR SERVICE OF PROCESS**

C T CORPORATION SYSTEM

**11. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL** CITY STATE ZIP CODE

**Type of Business**

**12. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION**

CONSULTING/ENGINEERING SERVICE

**13. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.**

|            |                                           |                                      |
|------------|-------------------------------------------|--------------------------------------|
| 01/24/2019 | PRESTON HOPSON                            | SR VP, GENERAL COUNSEL AND SECRETARY |
| DATE       | TYPE/PRINT NAME OF PERSON COMPLETING FORM | TITLE                                |
|            |                                           | SIGNATURE                            |

SI-350 (REV 01/2013)

APPROVED BY SECRETARY OF STATE

# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "TETRA TECH, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE THIRD DAY OF JUNE, A.D. 2010.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

2151089 8300

100627085

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 8033978

DATE: 06-03-10



Agreement No. 8554-19-PW

**FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**

This First Amendment ("First Amendment") to the agreement for professional services ("Agreement") is made and entered into in the County of Ventura, State of California, this 19th day of Nov., 2019, by and between the City of Oxnard, a municipal corporation ("City"), and Tetra Tech, Inc. ("Consultant"). This First Amendment amends the Agreement entered into on March 15, 2019 by City and Consultant.

City and Consultant agree as follows:

1. The Schedule of Services in Section (4) of the Cover Page of the Agreement is hereby amended to: "Refer to Scope of Services Exhibit, Scope of Services Exhibit Supplemental, Schedule of Services Exhibit and Schedule of Services Exhibit Supplemental."
2. In Section (5) of the Cover Page of the Agreement, the Agreement Ending Date is hereby amended to: "March 14, 2021."
3. In Section (6) of the Cover Page of the Agreement, the Total Agreement Amount is hereby amended to: "\$175,482."
4. The following is attached hereto and incorporated herein by this reference into the Agreement: Scope of Services Exhibit Supplemental, Rates and Cost Exhibit Supplemental and Schedule of Services Exhibit Supplemental.
5. As so amended, the Agreement remains in full force and effect.

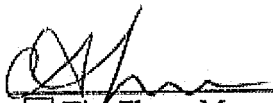
[Signatures on next page]

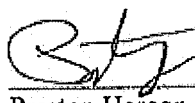
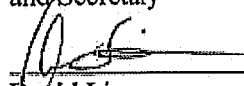
Agreement No. 8554-19-PW

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

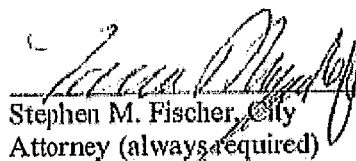
## CITY OF OXNARD

## TETRA TECH, INC.

 11/19/2019  
☐ Tim Flynn, Mayor<sup>1</sup> Date  
☒ Alexander Nguyen, City Manager  
☐ Lisa Boerner, Purchasing Manager  
☐ \_\_\_\_\_, Buyer

 11/7/19  
Preston Hopson, Sr. VP., General Counsel and Secretary<sup>2</sup> Date  
 11-07-19  
David Liu, Senior Vice President Date

## APPROVED AS TO FORM:

 11-5-19  
Stephen M. Fischer, City Attorney (always required) Date

<sup>1</sup> The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to \$100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to \$25,000 annually.

<sup>2</sup> 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.

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES (V-01-17-19)

## SCOPE OF SERVICES SUPPLEMENTAL

**Site Survey** – A two-man crew comprised of Engineers from Consultant familiar with the project will conduct a visual survey via boat, verify and document existing conditions of all nearly seven (7) miles of seawall. Consultant will conduct survey over two (2) days, timed with low tide to allow for maximum viewable area. Consultant will select locations with severe corrosion to conduct hammer soundings to determine the presence and severity of corrosion. Consultant will provide recorded Video and Photo documentation of the survey.

**Seawall Repairs Site Map** – Consultant will utilize the information recorded during the Site Survey to prepare a site map of the approximately 7 miles of seawall in Mandalay Bay that indicates the recommended repairs as outlined in the Mandalay Bay Seawall Repair Feasibility Study Report. Consultant will include this map as an Appendix to the Mandalay Bay Seawall Repair Feasibility Study Report.

**Engineering** – Consultant will perform the following sub task to augment the information to be provided in the Mandalay Bay Seawall Repair Feasibility Study Report. These efforts will inform a more accurate account of the costs for seawall replacement and slope stability measures.

- a) Analysis of the physical limitations and constructability imposed by each recommended repair/replacement method.
- b) Geotechnical recommendations to provide more detailed analysis of the rock revetment repair method and anticipated driving conditions of sheet piles and H-piles.
- c) Structural Analysis –an analysis of the Cantilevered Sheet Pile Option to provide preliminary design guidelines for tip elevation. This work will facilitate a more accurate repair cost estimate.

**Agreement No. 8554-19-PW****RATES AND COSTS EXHIBIT SUPPLEMENTAL**

**Cost** – Tetra Tech will complete the Scope of Work above for lump sum price of \$33,368. Consultant will not charge for any additional services beyond the cost listed above without the mutual written consent, in an amendment, of both parties.

**Agreement No. 8554-19-PW****SCHEDULE OF SERVICES EXHIBIT SUPPLEMENTAL**

**Schedule** – Tetra Tech will conduct the visual inspection in mid-November 2019 at dates and times when tides are at their lowest. The written report and seawalls repair map can be completed three (3) weeks after the completion of the field inspection.



**CITY COUNCIL AGENDA REPORT**  
**INFORMATION/CONSENT AGENDA**  
**AGENDA ITEM NO. L.8**

**DATE:** October 6, 2020

**TO:** City Council

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

**SUBJECT:** Caltrans Landscape Maintenance Agreement and Wagon Wheel Reimbursement Agreement.

**RECOMMENDATION**

That the City Council authorize the City Manager to execute:

1. Agreement Number A-8238 between the State of California Department of Transportation (Caltrans) and the City of Oxnard (City) for landscape maintenance within the right-of-way of State Highway 101 within the City; and
2. Agreement Number A-8239 between Wagon Wheel Master Property Owners Association (Master Association) and the Wagon Wheel Community Facilities District (CFD) No. 2018-01, an agency formed by the City for Landscape Maintenance funding.

(Public Works and Transportation Committee approved 3-0)

**BACKGROUND**

In January 2009, the City Council approved the Village Specific Plan and associated discretionary approvals for the development of the 62-acre former Wagon Wheel property, including Development Agreement (DA) A-7122. The Village Specific Plan provides infrastructure plans, guidelines, standards, and regulations for up to 1,500 dwelling units, 50,300 square feet of commercial development, three (3) public parks, a Multi-Use Path (MUP), open space, infrastructure, roads, a transit center and associated parking. U.S. Highway 101 (U.S. 101) bounds the site to the North, Ventura Road to the West, Oxnard Boulevard to the East, and the Union Pacific Railroad to the South.

On July 28, 2015, the City Council approved a Tentative Subdivision Map for Tract No. 5745-1 and the First Amendment to the DA. The DA was amended to memorialize financial obligations for infrastructure, including the need for the participation of Oakwood Communities, Inc. (the Developer) in stormwater and flood protection, and payment terms and improvements necessary to support the continued redevelopment of the Wagon Wheel project site. The stormwater and flood protection, along with other public infrastructure, would be constructed and maintained through the formation of a Financing District. The following is an excerpt from Paragraph 7(g) in the First Amendment to DA A-7122:

*“Financing Districts.* At City’s request, Developer agrees to the formation of one or more Financing Districts to be formed over all or part of the Property in accordance with this Agreement and applicable conditions of approval for Tract No. 5745. If formed, such Financing District or Financing Districts shall include the Property or a portion thereof within its boundaries for the purpose of funding the planning, design, construction and/or maintenance of public improvements required to be constructed, including, but not limited to: public parks; public landscaping; the Multi-Use Path (MUP), including exercise equipment in the MUP area; the MUP bridge over Oxnard Boulevard; street lights; retaining walls, including the retaining wall on Oxnard Boulevard and Ventura Road; street trees; medians and sidewalks in the and adjacent to the Project; floodwalls, flood improvements, and flood protection facilities; stormwater quality best management practices devices (such as stormwater filters and grassy swales, etc.); Caltrans landscape area(s); school

facilities and/or mitigation payments; as well as any other public improvement mutually agreed upon in writing by the City and Developer.”

On December 6, 2016, the City Council adopted Resolution No. 14,980, authorizing the California Statewide Communities Development Authority to form the CFD within the City. The purpose of the CFD is to finance public infrastructure facilities, flood protection systems, development of impact fees, and ongoing maintenance costs for public infrastructure, including parks, trails, parkways & medians, Caltrans freeway right-of-way (ROW), lighting, storm drains, floodwalls and flood gates, and internal roadways. The 120 affordable housing units constructed on Lot 11 are exempted from the CFD special tax and are not a part of the CFD. See the boundary map in Attachment 3.

As part of the entitlement approvals, Tract Condition of Approval No. 11 requires the Developer to install landscape and irrigation within the Caltrans freeway ROW. However, Caltrans will only enter into an agreement for the maintenance of landscaping on Caltrans property with a governmental entity. Therefore, the Developer is unable to obtain an agreement for the maintenance of the landscaped area.

In September 2018, the City approved a Development Design Review Permit (DDR; Planning and Zoning Permit No. 16-200-14) for the Wagon Wheel Town Square project, which includes 448 dwelling units, 33,473 square feet of ground-level commercial space in two 6-story residential and mixed-use buildings on Lots 12, 13, and 14. The project design anticipated Caltrans approval for the development of a portion of the MUP on the Caltrans ROW north of Lot 12, which would, in turn, allow a minor modification for the building on Lot 12 to encroach in the rear setback within a foot of the property line. Since the Developer, acting as the applicant with Caltrans, did not have Caltrans approval at the time, a condition was included in the DDR resolution requiring the applicant to redesign the building on Lot 12 to be setback 10 feet from the MUP if Caltrans denied the encroachment. The applicant worked with Caltrans on the MUP design. On July 2, 2020, the applicant received correspondence from Caltrans that the MUP encroachment would be approved contingent on the execution of a Landscape Maintenance Agreement between the City and Caltrans. At this time, construction on Lot 12 cannot move forward in the applicant’s approved design until the Landscape Maintenance Agreement is approved.

The Village Specific Plan is currently under development, with several buildings complete and residential units occupied. To date, 1,097 dwelling units and 50,300 square feet of commercial space have been approved for development through the DDR process. Two (2) parks have been completed and are currently open to the public.

## **DISCUSSION**

The recommendation involves two (2) agreements that would allow the Master Association to maintain the Caltrans State Highway ROW of U.S. 101 at Oxnard Boulevard (Caltrans Slope) and other public improvement using CFD funds.

### Landscape Maintenance Agreement

Caltrans policy does not allow maintenance agreements with private entities, and Caltrans will not take maintenance responsibility for the MUP and the Caltrans Slope landscaping. Therefore, Caltrans requires that a Landscape Maintenance Agreement be established between Caltrans and a public entity (the City) to ensure maintenance and upkeep of the MUP and landscaping in the Caltrans ROW (Attachment 1). This agreement obligates the City to maintain the landscape area. To offset any cost to the City, through CFD No. 2018-01, the City would enter into a separate reimbursement agreement with the Master Association for the Master Association to maintain the Caltrans ROW and other public improvements with CFD funds. Therefore these two (2) agreements are proposed concurrently.

Under the proposed Landscape Maintenance Agreement, through CFD No. 2018-01, the City would be responsible for the maintenance and upkeep of the installed improvements within the Caltrans ROW. These improvements include landscaping and irrigation, a portion of the MUP, an exercise station, lighting, security cameras, a Caltrans maintenance parking stall, and tube steel fence and gates placed within the Caltrans ROW on southbound U.S. 101, as shown on Exhibit A of the Landscape Maintenance Agreement (Attachment 1). The annual total cost to maintain the areas covered by the Landscape Maintenance Agreement is \$23,819, with \$4,842 of that amount held in CFD No. 2018-01 reserve for

landscape replacement and tree trimming:

| DESCRIPTION                      | ANNUAL COSTS    |
|----------------------------------|-----------------|
| Water                            | \$8,477         |
| Electricity                      | \$360           |
| Landscape                        | \$8,450         |
| Landscape Supplies               | \$1,690         |
| <b>Reserves:</b>                 |                 |
| Landscape-Irrigation Replacement | \$2,817         |
| Tree Trimming                    | \$2,025         |
| <b>TOTAL:</b>                    | <b>\$23,819</b> |

As discussed above, the improvements within the Caltrans ROW will be maintained by the Master Association through a reimbursement agreement with CFD No. 2018-01.

#### Reimbursement Agreement between Master Association and CFD

The reimbursement agreement between the Master Association and CFD (Reimbursement Agreement) would allow the CFD to provide funds to the Master Association to perform maintenance work on the Caltrans ROW and maintain other public improvements including the Parks on Lots A, B, and C; landscaping and irrigation on parkways, medians, and traffic circles within the specific plan and fronting Wagon Wheel Road and Oxnard Boulevard; the MUP and associated landscaping, exercise equipment, lighting, and security cameras as specified in Exhibit A of the Reimbursement Agreement (Attachment 2). As specified in Exhibit B of the Reimbursement Agreement (Attachment 2), the total annual maintenance cost associated with the Reimbursement Agreement between the CFD and the Master Association is \$382,107. The CFD will also reimburse the City \$203,835 for City maintenance of the MUP pedestrian bridge, MUP retaining walls, storm drain units, and flood protection.

The design of the MUP and associated improvements have been approved under DDR PZ Permit No. 17-200-10. The design of the landscaping improvements on the Caltrans ROW is subject to approval by Caltrans and the Public Works Director or designee.

The Caltrans Landscape Maintenance and Reimbursement Agreements are attached to this report. The proposed agreements have been prepared in consultation with the City Attorney's Office and in coordination with Caltrans and the Developer. Approval of the recommended action authorizes the City Manager to execute the proposed agreements.

The maintenance of the Caltrans property and maintenance of public improvements is consistent with Final Environmental Impact Report No. 2006-03 that was certified in 2008 for the Specific Plan, and the Supplemental Environmental Impact Report No. 2014-01 that was certified in July 2015 in association with Tentative Tract Map 5745, and is not subject to further environmental review.

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

Goal 1. Ensure Master plans for all City infrastructure are current, synchronized and consistent with the General Plan.

Goal 3. Ensure Funding is adequate to meet the goals of the master plans.

Objective 3a. Maximize funding sources.

Objective 3b. Set rates and fees to fully recover cost.

Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.

### **FINANCIAL IMPACT**

There is no cost to the City's General Fund related to approval of the attached agreements. The Developer is responsible for all costs associated with installing the MUP and landscaping improvements in the Caltrans ROW and Village Specific Plan. The CFD will assume all costs for on-going maintenance of the subject Caltrans ROW area, the maintenance of public improvements, and related staff time and overhead, within the boundaries of the CFD identified in Attachment 3.

### **COMMITTEE OUTCOME**

The Public Works and Transportation Committee approved 3-0 on September 22, 2020, to approve the staff recommendation and to forward the item for Council approval.

*Prepared by: Adam Smith, Project Manager, Heather Davis , Contract Planner*

### **ATTACHMENTS**

1. Agreement No. A-8238 - Landscape Maintenance Agreement
2. Agreement No. A-8239 - Master HOA Reimbursement Agreement
3. Boundary Map - Wagon Wheel CFD
4. Wagon Wheel Maintenance Area
5. Special Districts Map and Legend

LANDSCAPE MAINTENANCE AGREEMENT  
WITHIN STATE HIGHWAY RIGHT OF WAY  
ON ROUTE 101 WITHIN THE CITY OF OXNARD

THIS AGREEMENT is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the City of Oxnard; hereinafter referred to as "CITY" and collectively referred to as "PARTIES".

SECTION I

RECITALS

1. PARTIES desire to work together to allocate their respective obligations relative to newly constructed or revised improvements within STATE's right of way by Permit Number 07-20-NMC-0562.
2. This Agreement addresses CITY responsibility for the permitted improvements installed, planting and irrigation, grading, multi-use pathway, exercise stations, multi-use path lighting, security cameras, Caltrans maintenance parking stall, tube steel fence and gates (collectively the "LANDSCAPING"), placed within State Highway right of way on State Route 101, as shown on Exhibit A, attached to and made a part of this Agreement.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

1. In consideration of the mutual covenants and promises herein contained, CITY and STATE agree as follows:
  - 1.1. PARTIES have agreed to an allocation of maintenance responsibilities that includes, but is not limited to, inspection, providing emergency repair, replacement, and maintenance, (collectively hereinafter "MAINTAIN/MAINTENANCE") of LANDSCAPING as shown on said Exhibit "A."
  - 1.2. When a planned future improvement is constructed and/or a minor revision has been effected with STATE's consent or initiation within the limits of the STATE's right of way herein described which affects PARTIES' division of maintenance responsibility as described herein, PARTIES will agree upon and execute a new dated and revised Exhibit "A" which will be made a part hereof and will thereafter supersede the attached original Exhibit "A" to thereafter become a part of this Agreement. The new exhibit can be executed only upon written consent of the PARTIES hereto acting by and through their authorized representatives. No formal amendment to this Agreement will be required.

2. CITY agrees, at CITY expense, to do the following:
  - 2.1. CITY may install, or contract, authorizing a licensed contractor with appropriate class of license in the State of California, to install and thereafter will MAINTAIN LANDSCAPING conforming to those plans and specifications (PS&E) pre-approved by STATE.
  - 2.2. The degree or extent of maintenance work to be performed, and the standards therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual.
  - 2.3. CITY will submit the final form of the PS&E, prepared, stamped and signed by a licensed landscape architect, for LANDSCAPING to STATE's District Permit Engineer for review and approval and will obtain and have in place a valid necessary encroachment permit prior to the start of any work within STATE'S right of way. All proposed LANDSCAPING must meet STATE's applicable standards.
  - 2.4. CITY shall ensure that LANDSCAPED areas designated on Exhibit "A" are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance.
  - 2.5. An Encroachment Permit rider may be required for any changes to the scope of work allowed by this Agreement prior to the start of any work within STATE's right of way.
  - 2.6. CITY contractors will be required to obtain an Encroachment Permit prior to the start of any work within STATE's right of way.
  - 2.7. To furnish electricity for irrigation system controls, water, and fertilizer necessary to sustain healthy plant growth during the entire life of this Agreement.
  - 2.8. To replace unhealthy or dead plantings when observed or within 30 days when notified in writing by STATE that plant replacement is required.
  - 2.9. To prune shrubs, tree plantings, and trees to control extraneous growth and ensure STATE standard lines of sight to signs and corner sight distances are always maintained for the safety of the public.
  - 2.10. To MAINTAIN, repair and operate the irrigation systems in a manner that prevents water from flooding or spraying onto STATE highway, spraying parked and moving automobiles, spraying pedestrians on public sidewalks/bike lanes, or leaving surface water that becomes a hazard to vehicular or pedestrian/bicyclist travel.
  - 2.11. To control weeds at a level acceptable to the STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by the California Department of Food and Agriculture. All chemical spray operations shall be reported quarterly (Form LA17) to the STATE to: District Maintenance at 100 S Main St Los Angeles, CA 90012.

- 2.12. To remove LANDSCAPING and appurtenances and restore STATE owned areas to a safe and attractive condition acceptable to STATE in the event this Agreement is terminated as set forth herein.
- 2.13. To furnish electricity and MAINTAIN lighting system and controls for all street lighting systems (multi-use path lighting and security cameras) installed by and for CITY.
- 2.14. To inspect LANDSCAPING on a regular monthly or weekly basis to ensure the safe operation and condition of the LANDSCAPING.
- 2.15. To expeditiously MAINTAIN, replace, repair or remove from service any LANDSCAPING component that has become unsafe or unsightly.
- 2.16. To MAINTAIN all sidewalks/bike paths (multi-use pathway, exercise station areas, and new non-access control fencing) within the Agreement limits of the STATE highway right of way, as shown on Exhibit A, at CITY expense. MAINTENANCE includes, but is not limited to, concrete repair, replacement and to grind or patch vertical variations in elevation of sidewalks/bike paths for an acceptable walking and riding surface, and the removal of dirt, debris, graffiti, weeds, and any deleterious item or material on or about sidewalks/bike paths or about the LANDSCAPING in an expeditious manner.
- 2.17. To MAINTAIN all parking or use restrictions signs encompassed within the area of the LANDSCAPING.
- 2.18. To allow random inspection of LANDSCAPING, street lighting systems, sidewalks/bike paths and signs by a STATE representative.
- 2.19. To keep the entire landscaped area policed and free of litter and deleterious material.
- 2.20. All work by or on behalf of CITY will be done at no cost to STATE.
3. STATE agrees to do the following:
  - 3.1. May provide CITY with timely written notice of unsatisfactory conditions that require correction by the CITY. However, the non-receipt of notice does not excuse CITY from maintenance responsibilities assumed under this Agreement.
  - 3.2. Issue encroachment permits to CITY and CITY contractors at no cost to them.
4. LEGAL RELATIONS AND RESPONSIBILITIES:
  - 4.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not party to this Agreement, or affect the legal liability of either PARTY to this Agreement by imposing any standard of care respecting the design, construction and maintenance of these STATE highway improvements or CITY facilities different from the standard of care imposed by law.
  - 4.2. If during the term of this Agreement, CITY should cease to MAINTAIN the LANDSCAPING to the satisfaction of STATE as provided by this Agreement,

STATE may either undertake to perform that MAINTENANCE on behalf of CITY at CITY's expense or direct CITY to remove or itself remove LANDSCAPING at CITY's sole expense and restore STATE's right of way to its prior or a safe operable condition. CITY hereby agrees to pay said STATE expenses, within thirty (30) days of receipt of billing by STATE. However, prior to STATE performing any MAINTENANCE or removing LANDSCAPING, STATE will provide written notice to CITY to cure the default and CITY will have thirty (30) days within which to affect that cure.

- 4.3 Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement with the exception of those actions of STATE necessary to cure a noticed default on the part of CITY.
- 4.4 Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

## 5. PREVAILING WAGES:

- 5.1. Labor Code Compliance- If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public work. Work performed by CITY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.
- 5.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY contracts

6. INSURANCE - CITY and its contractors shall maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.
  - 6.1. SELF-INSURED - CITY is self-insured. CITY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement in a form satisfactory to STATE, along with a signed copy of the Agreement.
  - 6.2. SELF-INSURED using Contractor - If the work performed on this Project is done under contract CITY shall require its contractors to maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.
7. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.
8. TERM OF AGREEMENT -This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code Section 114 & 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF OXNARD

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
TIM B. FLYNN  
Mayor

By: \_\_\_\_\_  
TOKS OMISHAKEN  
Director of Transportation

Initiated and Approved

By: \_\_\_\_\_  
ALEXANDER NGUYEN  
City Manager

By: \_\_\_\_\_  
BARBARA MARQUEZ  
Deputy District Director (Interim)  
Division of Maintenance

ATTEST:

By: \_\_\_\_\_  
MICHELLE ASCENSION  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
STEPHEN FISCHER  
City Attorney

Full Agreement including Exhibit

<https://drive.google.com/file/d/1cMDWaGYI7galBVxGC01Scdh8kQq6DeoB/view?usp=sharing>



AGREEMENT FOR USE OF  
WAGON WHEEL COMMUNITY FACILITIES DISTRICT FUNDS FOR REIMBURSEMENT  
OF WAGON WHEEL MASTER PROPERTY OWNERS' ASSOCIATION

THIS AGREEMENT is entered into, effective \_\_\_\_\_, 2020, pursuant to Resolution 14,980, adopted by the City Council of the City of Oxnard at its meeting held on December 6, 2016. This Agreement is between Wagon Wheel Master Association, a California nonprofit mutual benefit corporation organized under the laws of the State of California ("Master Association"), and the Wagon Wheel Community Facilities District No. 18-01 ("District"), a California public agency formed by the City of Oxnard, a municipal corporation of the State of California ("City"). City, District and Master Association are collectively referred to herein as "Parties."

WHEREAS, Master Association has been formed for the purpose of governing the real property which is included within the Tentative Map 5745 area and which is commonly known as "Wagon Wheel" pursuant to the terms of that certain Master Declaration of Covenants, Conditions and Restrictions and establishment of Easements for Wagon Wheel ("Master Declaration"), which powers and obligations include, without limitation, the power to enforce certain mutual obligations of the property owners in a common interest development in the District; and

WHEREAS, the District was established in accordance with California State law for the purpose of, among other things, collecting assessments to fund public improvements benefiting both the members of the Master Association and the surrounding areas; and

WHEREAS, the District and Master Association overlap in their respective geographic areas and in their responsibilities; and

WHEREAS, the Parties agree that the Master Association will be able to more efficiently and economically provide maintenance to certain public improvements within the Master Association.

NOW, THEREFORE, the Parties hereto agree as follows:

1. The Work. The Parties have agreed that Master Association will perform those activities specified in Exhibit A attached hereto and entitled "Maintenance Program" (the "Work"). The Parties have also agreed to a "Budget for Maintenance Program", Exhibit B, attached hereto ("Budget"). Exhibits A, B and the Specimen Maintenance Contract, Exhibit C, are hereby incorporated as though set forth in full. Exhibits A, B and C may be modified by mutual agreement of the designated representative of the District ("District Representative") and the designated representative of the Master Association so long as such modifications do not impact the District's overall financial obligations as set forth in the Budget.

REIMBURSEMENT AGREEMENT FOR WAGON WHEEL MASTER ASSOCIATION

2. Funding. The Master Association will perform the Work during the term of this Agreement in accordance with a schedule specified by the District Representative as reflected in Exhibit D. The District will provide funds to perform all of the Work in a timely manner in accordance with a written funding schedule provided by the Master Association and approved by the City. The Master Association will have no obligation to advance any funds including (but not limited to) funds for insurance, overhead, staging and claims resolution. The full advance receipt of all such funds is a condition precedent to Master Association's obligation to perform the Work. Annually, the Master Association will be required to submit a proposed budget to the City of Oxnard District Representative no later than May 1 of each year or such other date as the parties may agree upon. Notwithstanding any language in this Agreement to the contrary, Oakwood Communities, Inc. agrees to timely advance to District the necessary funds to pay the Master Association for the Work that the Master Association will perform for the first 24 months. No later than 24 months after Oakwood Communities Inc. has advanced such funds to the District, the District shall fully repay the Oakwood Communities Inc. the full amount without interest.

3. Assessment Report. Master Association shall submit an Assessment Report to the District annually on a date and in a format specified by the District Representative which shall be substantially similar to the form attached as Exhibit E to this Agreement.

4. Financial Report. Master Association will prepare a Financial Report with City showing the expenditures made by Master Association which shall be substantially similar to the form attached as Exhibit F to this Agreement. Such Financial Report shall include all information required by the City Auditor or District Representative or his/her appointed representative. The Financial Report will be filed with the City Auditor and District Representative or his/her designee during each year this Agreement is in force. The Financial Report shall be on a schedule specified by the District Representative, but no more frequently than quarterly.

5. Records. The Master Association's financial records relating to the performance of this Agreement shall be kept and maintained in accordance with the generally accepted accounting principles and in the manner and method prescribed by the City Auditor. These records shall be current, complete and available for inspection as deemed necessary by the City Auditor. The Master Association shall provide all reports, documents or information requested or required by the District relating solely to the performance of the obligations under this Agreement within (10) days of a written request from the District Representative or his/her appointed representative to the designated representative of the Master Association unless a longer period of time is reasonably needed for the Master Association to adequately respond.

6. Surplus Funds. The Master Association may accrue a surplus of funds paid by the District to Master Association, but not expended by Master Association, provided that Master

## REIMBURSEMENT AGREEMENT FOR WAGON WHEEL MASTER ASSOCIATION

Association identifies such surplus in the Assessment Report and shows the use of the surplus along with other assessment funds that may be used for the Work.

7. Adjustment in Expenditure Categories. Master Association is authorized to adjust expenditures in any expenditure category, provided that:

- a. The budgeted total for the relevant period is not exceeded; and
- b. prior written approval is obtained from the District Representative; and
- c. the change does not exceed 15% of a category total.

8. Total Expenditures. The Master Association may not alter any category such that the total expenditures exceed the total budget or the total assessment revenue available, whichever is greater except for emergency expenditures.

9. Term. The term of this Agreement will commence upon its effective date and will terminate on July 1, 2040. Thereafter, the term will be automatically extended on a year-to-year basis upon annual approval of the Assessment Report and related levy of assessments by the District. During the period in which the Agreement is automatically extended, any Party may terminate this Agreement and any executory rights, duties and liabilities accruing in this Agreement by giving written notice of the election to terminate to the other Parties at least thirty (30) days prior to the end of the City's fiscal year. If this agreement is terminated or not renewed, the obligation for all the Work shall immediately be transferred to the District without further notice or action by Master Association or the City.

10. Payments to Master Association. Subject to the provisions of Section 1, the District will advance to Master Association the total amount needed to fund the Work for the next six months as shown in the Budget. Payments will be made quarterly. If deficiencies are found during the City's monthly site inspections, the Master Association will be notified in writing and invoiced for the deficiency charges, as documented in the City's citation form attached to Exhibit C. Provided that such obligation is provided for in the agreement(s) entered into between the Master Association and its contractors, inspection and compliance costs shall be borne by the Master Association's contractors.

11. No Political Activity. Master Association will not use any of the funds it receives pursuant to this Agreement for any expenses, including administration and overhead, in support of any political activity.

12. Reimbursement to District. If the District forces perform any part of the Work due to a failure of performance by the Master Association, Master Association will reimburse District for all costs incurred by District in providing services specifically requested and approved in writing by the Master Association related to this Agreement. Such costs will be determined and certified by the District Representative or his/her designee and forwarded to the Master Association's designated representative. The City will then invoice the Master Association for the cost of the service, which invoice shall be due within 30 days of receipt.

## REIMBURSEMENT AGREEMENT FOR WAGON WHEEL MASTER ASSOCIATION

13. Meeting Notice. Master Association agrees to notify the District Representative of the meeting dates of each meeting of the Board of Directors of Master Association and the District Representative will have the right to attend all meetings of the Board of Directors where the matters to be discussed relate to the performance by the Master Association of the obligations set forth in this Agreement except that in no event shall either the District or the City be entitled to participate in any executive or closed board meetings of the Board.

14. Master Association Independent. Neither the District nor City nor any of its officers or employees will have any control over the conduct of Master Association or any of its employees, except as provided above, and Master Association expressly warrants not in any manner or at any time to represent that its officers, agents, or employees are in any manner the officers, agents, or employees of the District or City, it being distinctly understood that Master Association is and at all times will remain as to the District and City, an independent contractor, and the obligations of Master Association to the District and the City are solely as prescribed by this Agreement.

15. Assignment. Master Association may enter into contracts for the sole purpose of carrying out the Work. This Agreement contemplates that Master Association will be solely responsible for performing the Work, and it is recognized by the Parties that an inducement to District and City for entering into this Agreement was, and is, the ability of Master Association to render these services. Neither this Agreement nor any interest in this Agreement may be assigned by Master Association, the District or City.

16. Comply with Law. As a part of the consideration hereof, Master Association, for itself, personal representatives, successors-in-interest, assignees, and subcontractors, if any, does hereby covenant and agree that, subject to the application of all relevant laws, rules, policies and regulations, including, but not limited to, those relating to discrimination relating to any services or activities furnished pursuant to this Agreement or any subcontract awarded by Master Association, on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS or AIDS related condition, age, disability or handicap, or Vietnam Era veteran status. Master Association shall, as respects the Work, comply with the City's Living Wage Ordinance and, to the extent applicable, to State law requiring the payment of prevailing wage. Additionally, the Master Association will bid out all work, including the maintenance contract, as done for public projects in accordance with State law. All contractors working on public property must have the required state contractor licenses for the particular trade (i.e. C-27 contractor's license required for a landscape maintenance contract). The Master Association defends and indemnifies the City of Oxnard for any claims based on a failure to do so or an error in the process.

17. Notice. Each notice and other communication required or permitted to be given under this Agreement (a "Notice") must be in writing. Notice is duly given to a Party upon (i) its hand delivery to the Party, (ii) its delivery to the Party by facsimile or e-mail when sent to the facsimile number or e-mail address set forth below, as evidenced by a transmission report, (iii)

#### REIMBURSEMENT AGREEMENT FOR WAGON WHEEL MASTER ASSOCIATION

three (3) business days after the Notice has been deposited with the United States Postal Service as first class certified mail, return receipt requested, postage prepaid, and addressed to the Party as set forth below, or (iv) the next business day after the Notice has been deposited with a reputable overnight delivery service, postage prepaid, addressed to the Party as set forth below with next-business-day delivery guaranteed. The contact information of the proper person to receive any Notices is listed below and may be changed by any party at any time by providing written notice as specified in this Section:

If to the District or City, to:

Special Districts Manager  
City of Oxnard  
305 West Third Street  
Oxnard, California 93030  
(805) 385-7430  
[SpecialDistricts@oxnard.org](mailto:SpecialDistricts@oxnard.org)

With Copies to:

Stephen M. Fischer  
City Attorney  
City of Oxnard  
305 West Third Street  
Oxnard, California 93030  
(805) 385-7483  
[Stephen.Fischer@ci.oxnard.ca.us](mailto:Stephen.Fischer@ci.oxnard.ca.us)

If to Master Association, to:

Carl Renezeder  
OXNARD CRFL PARTNERS, LLC  
c/o Oakwood Communities, Inc.  
64 Maxwell  
Irvine, CA 92618  
949-719-9040 ext. 303  
949-861-8696 (fax)  
[Carlr@oakwoodcomm.com](mailto:Carlr@oakwoodcomm.com)

With Copies to:

Mark C. Allen, III  
The Claremont Land Group Attorneys  
5861 Pine Avenue, Suite A-1

REIMBURSEMENT AGREEMENT FOR WAGON WHEEL MASTER ASSOCIATION

Chino Hills, CA 91709-6540

Tel: (909) 398-4404;

Fax: (909) 398-1883

(909) 333-5254 - Direct

[Mark@mcallen3.com](mailto:Mark@mcallen3.com)

18. Choice of Law. Any disputes arising under this Agreement shall be resolved under the laws of the State of California.

19. Indemnity by Master Association. Master Association shall indemnify, defend and hold District and City including its Council, officers, employees and agents harmless from and against all Claims arising out of or resulting from any gross negligence or willful misconduct on the part of Manager, its employees or agents.

20. Survival of Indemnity. The provisions of Section 19 shall survive termination or non-renewal of this Agreement.

21. Insurance. District may require Master Association to carry liability insurance naming the City and District as additional insureds in such amount and under such terms as the City in its sole and absolute discretion may require. Such insurance shall be at District's sole cost and shall be included as an expense for the Work. Master Association shall not enter into any contract nor perform any of the Work without such insurance being in place and the funds for such insurance are available to Master Association.

22. Default. The failure of any Party to timely perform its obligations under this Agreement, or applicable laws as and when due, shall constitute an "Event of Default" if the defaulting party does not cure such default within 15 days following delivery to the defaulting Party of notice of such default. If the default in question is a non-monetary default that cannot reasonably be cured within that 15-day period, then there shall be no Event of Default so long as the defaulting party commences to cure the default in question within that 30-day period and thereafter diligently and in good faith continues that cure to completion.

23. Remedies. Following an Event of Default, the non-defaulting party shall have the right to exercise all rights and remedies available under this Agreement, the Documents, at law and in equity. If an Event of Default occurs, in addition to all other remedies, the non-defaulting Party shall have the right upon five (5) business days' written notice to terminate this Agreement.

24. Interest. If any amount payable under this Agreement is not paid when due, then that amount and all previously accrued interest, shall bear interest at a rate of 12% percent per annum, compounded daily, until paid in full.

25. Choice of Law. Any disputes arising under this agreement shall be resolved under the laws of the State of California.

#### REIMBURSEMENT AGREEMENT FOR WAGON WHEEL MASTER ASSOCIATION

26. Severability. In the event that any provision of this Agreement should be held to be void, voidable, or unenforceable, the validity, binding effect and enforceability of the remaining provisions shall remain in full force and effect.

27. Waiver. No obligation in this Agreement may be waived at any time except in a writing signed by the Party granting the waiver, and any such waiver shall be limited to its terms and only be effective on a single occasion.

28. Interpretation. Each party equally participated in the preparation of this Agreement, and in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if it was jointly drafted and no presumption or burden of proof shall arise favoring or disfavoring either one of them by virtue of the individual(s) who drafted any of the provisions in this Agreement.

29. Entire Agreement. This Agreement and the attached exhibits constitute the entire agreement of the Parties and supersede all prior and contemporaneous agreements, representations, and understandings of the Parties (whether they are verbal or written) that pertain to thereto.

30. Acts of God. Except as specifically provided in Section 9, above, no Party shall be in default under this Agreement or liable for any nonperformance that is caused by fire, flood, explosion, war, strike, embargo, or any act, order or requirement of a regulatory body, court or legislature, civil or military authority, Act of God, act or omission of any third Party, or other cause beyond such Party's reasonable control during the period and to the extent that such extraordinary condition delays, impairs or prevents such Party's performance.

31. Counterparts. This Agreement may be signed in counterparts with the same effect as if the signature on each such counterpart were on the same instrument. Facsimiles of signatures shall be deemed to be originals.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed with all the formalities required by law on the respective dates set forth opposite their signature.

[SIGNATURES CONTINUED ON PAGE 8]

REIMBURSEMENT AGREEMENT FOR WAGON WHEEL MASTER ASSOCIATION

Wagon Wheel Master Association, a California nonprofit mutual benefit corporation

\_\_\_\_\_, 2020

\_\_\_\_\_  
It's President

Wagon Wheel Community Facilities District No. 2018-01, California public agency

\_\_\_\_\_, 2020

\_\_\_\_\_  
District Signatory

[SIGNATURES CONTINUED ON PAGE 9]

REIMBURSEMENT AGREEMENT FOR WAGON WHEEL MASTER ASSOCIATION



The City of Oxnard, a Municipal Corporation of the State of California

\_\_\_\_\_, 2020

\_\_\_\_\_  
Alexander Nguyen, City Manager

The foregoing Agreement is hereby approved as to form this \_\_\_\_\_ day of

\_\_\_\_\_, 2020

\_\_\_\_\_  
Stephen Fischer, City Attorney

REIMBURSEMENT AGREEMENT FOR WAGON WHEEL MASTER ASSOCIATION

## **EXHIBIT A MAINTENANCE PROGRAM**

### **Maintenance Work, Repair and Replacement to be performed by the City of Oxnard and funded by the CFD**

1. Storm water catch basins and filter units, See Exhibit B
2. Flood protection concrete walls and footings
3. Flood protection gate , “Flood Gate”, and all appurtenances and equipment
4. Flood protection annual inspection and FEMA certifications
5. Wagon Wheel Road, Spur Drive, Winchester Drive, and Saddle Road street lighting and fixtures, and SCE electric service costs
6. Multi-use Path pedestrian bridge
7. Multi-use Path Retaining Wall adjacent to Oxnard Blvd

### **Maintenance Work to be performed by the Master Association and funded by the CFD**

1. Lot A Park landscape and amenities
2. Lot B Park landscape and amenities
3. Lot C Park landscape and amenities
4. Wagon Wheel Road, Ventura Road, Oxnard Blvd, Winchester Drive, Saddle, and Spur Road landscape irrigation and vegetation parkways, medians, and traffic circles
5. Multi-use Path paving, landscape irrigation and vegetation, amenities, lighting & CCTV.
6. Wagon Wheel Road and Oxnard Blvd Entry landscape and irrigation, lighting, signage, and walls
7. Ventura Road Entry landscape and irrigation, lighting, signage, and walls
8. Caltrans edge landscape and irrigation
9. Cultural preservation elements within CFD areas.

### **Replacement Costs to be funded by the CFD**

1. Lot A Park landscape and amenities
2. Lot B Park landscape and amenities
3. Lot C Park landscape and amenities
4. Wagon Wheel Road landscape parkways, medians, and traffic circle vegetation and irrigation
5. Multi-use Path paving, landscape irrigation and vegetation, amenities and lighting
6. Wagon Wheel Road and Oxnard Blvd Entry landscape and irrigation, signage, lighting, and walls
7. Wagon Wheel and Ventura Road Entry landscape and irrigation, signage, lighting, and walls
8. Caltrans edge landscape and irrigation
9. Cultural preservation elements within CFD areas.

REIMBURSEMENT AGREEMENT FOR WAGON WHEEL MASTER ASSOCIATION

**EXHIBIT B  
BUDGET FOR MAINTENANCE PROGRAM**

**EXHIBIT C  
SPECIMEN MAINTENANCE CONTRACT**

**EXHIBIT D  
SCHEDULE SPECIFIED BY THE DISTRICT REPRESENTATIVE**

**EXHIBIT E  
FORM OF ASSESSMENT REPORT.**

**EXHIBIT F  
FORM OF FINANCIAL REPORT**

REIMBURSEMENT AGREEMENT FOR WAGON WHEEL MASTER ASSOCIATION

## EXHIBIT B

**Wagon Wheel CFD Annual Budget For Maintenance Program**

3-Jun-20

| Item                                      | CFD Obligation and Maintenance | Master HOA Maintenance with CFD Funds (Note 1) | City Maintenance with CFD Funds |
|-------------------------------------------|--------------------------------|------------------------------------------------|---------------------------------|
| <b>LANDSCAPE</b>                          |                                |                                                |                                 |
| Roadway Parkway & Medians                 | incl                           | incl                                           |                                 |
| Oxnard Blvd Parkway & WW Entrance         | incl                           | incl                                           |                                 |
| Ventura Road Parkway& WW Entrance         | incl                           | incl                                           |                                 |
| Lot A Park                                | incl                           | incl                                           |                                 |
| Lot B Park                                | incl                           | incl                                           |                                 |
| Lot C Park                                | incl                           | incl                                           |                                 |
| MUP and Exercise Equipment                | incl                           | incl                                           |                                 |
| Caltrans Edge                             | incl                           | incl                                           |                                 |
| Reserve (not incl MUP underx)             | incl                           | incl                                           |                                 |
| Landscape Total (Note 2)                  | \$ 382,107.00                  | \$ 382,107.00                                  |                                 |
| <b>Structures</b>                         |                                |                                                |                                 |
| Lot 16 and 17 MUP Retaining Walls         | \$ 1,000.00                    |                                                | \$ 1,000.00                     |
| MUP Ped Bridge Maintenance/Repairs        | \$ 9,200.00                    |                                                | \$ 9,200.00                     |
| <b>STORM DRAIN UNITS</b>                  |                                |                                                |                                 |
| Labor Crew & Equipment                    | \$ 16,650.00                   |                                                | \$ 16,650.00                    |
| Disposal                                  | \$ 5,500.00                    |                                                | \$ 5,500.00                     |
| units and filter replacments              | \$ 18,885.00                   |                                                | \$ 18,885.00                    |
| <b>FLOOD PROTECTION</b>                   |                                |                                                |                                 |
| Annual Flood Wall Maintenance/ Inspection | \$ 2,750.00                    |                                                | \$ 2,750.00                     |
| Annual Material Replacement / Labor       | \$ 14,000.00                   |                                                | \$ 14,000.00                    |
| Five Year Certification & FEMA Report     | \$ 4,750.00                    |                                                | \$ 4,750.00                     |
| Walls and Gate Reserve                    | \$ 91,100.00                   |                                                | \$ 91,100.00                    |
| <b>Special Districts Admin Costs</b>      |                                |                                                |                                 |
| Administrative                            | \$ 10,000.00                   |                                                | \$ 10,000.00                    |
| Monthly Site Inspections                  | \$ 25,000.00                   |                                                | \$ 25,000.00                    |
| Budget Administration                     | \$ 5,000.00                    |                                                | \$ 5,000.00                     |
| <b>Total Annual Budget</b>                | <b>\$ 585,942.00</b>           | <b>\$ 382,107.00</b>                           | <b>\$ 203,835.00</b>            |

# of Units 1,380

Total Assessments/Unit \$ 424.60 \$ 276.89 \$ 147.71

Note: 1) MHOA for items to be funded by CFD and paid to Master HOA for maintenances purposes

2) Includes budget of \$382,107 for maintenance and reserve

|                             | # of units | Assigned Special Tax | Total Budget |
|-----------------------------|------------|----------------------|--------------|
| <b>Residential Property</b> | 559        | 712                  | 398,008      |
| <b>Apartment Property</b>   | 821        | 238                  | 195,398      |
|                             | 1,380      | 950                  | 593,406      |

## Exhibit C

**CONTRACT FOR MAINTENANCE OF  
COMMUNITY FACILITIES DISTRICTS**

THIS CONTRACT ("Contract") is made and entered this \_\_\_\_ day of \_\_\_\_\_, 201\_ ("Effective Date"), by and between the \_\_\_\_\_, a California municipal corporation ("City") and \_\_\_\_\_ ("Contractor").

In consideration of the covenants set forth herein, the parties hereto agree as follows:

1. **Incorporation.** The Contract consists of all Contract Documents, which shall include THE General Provisions, Special Provisions, Maps, Standard Plans, Greenbook Standards, Reference Specifications, Bid (including documentation accompanying the Bid and post-Bid documentation submitted before the notice of award), INS-D and all insurance documentation, the City of Oxnard business license, permits from regulatory agencies, and Addenda. These documents are incorporated herein by reference.

2. **Scope of Services.** Contractor shall perform the Work in a good and workmanlike manner for the Maintenance of the Wagon Wheel Community Facilities District ("Project"), as described in this Contract and in the incorporated Contract Documents. \_\_\_\_\_ shall remain responsible for any water-conservation goals, requirements, mandates, directives, legislation or rulings (collectively "Regulations"), as may be or become in force at the property serviced by this Agreement. Nothing contained in this Agreement shall serve to shift the burden of compliance with such Regulations on Contractor, or to imply or require that Contractor will be responsible for any or all costs or damages associated with revising the irrigation schedule to accommodate the Regulations (whether such revision has the net effect of less or more irrigation). Contractor is not an agent of the \_\_\_\_\_; \_\_\_\_\_ alone shall be responsible for any failure to comply with the Regulations or any of them, any damage caused by or allegedly caused by efforts to comply with or incorporate the Regulations, any and all claims, damages, actions, enforcement proceedings, penalties, assessments, tenders of defense or indemnity asserted by any party.

3. **Extra Work.** As needed, \_\_\_\_\_ may contact Contractor to perform work in a good and workmanlike manner for the maintenance of other landscape maintenance districts, some community facilities districts, and/or a waterways assessment district. If Contractor accepts that work either in writing or by beginning any part of the requested work, it shall be paid in accordance with the prices as submitted in its Bid. There is no guarantee of this extra work.

4. **Compensation.** In consideration of the services rendered hereunder, \_\_\_\_\_ shall pay Contractor a not to exceed amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_) in accordance with the prices as submitted in the Bid.

5. **Wages.** Contractor shall compensate all of its employees in accordance with both the City of Oxnard's Living Wage Policy and State-required prevailing wages. Contractor understands that 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.

a. Contractor shall compensate any employee of Contractor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as **Exhibit A**. While this Agreement is in effect, Contractor shall pay such employee no less than \$15.51 per hour for each hour that such employee provides services

under this Agreement. This hourly rate shall be adjusted on July 1, 2018, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Contractor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Contractor 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 Contractor fails to compensate such employee pursuant to the Living Wage Policy, \_\_\_\_\_ shall terminate this Agreement on written notice to Contractor, effective immediately.

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

e. In accordance with Labor Code Section 1770 et seq., the Project is a "public work." The Contractor 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 Contractor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Contractor shall comply with all provisions of the Prevailing Wage Requirements, which is attached hereto as **Exhibit B** and incorporated herein by this reference.

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 any 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 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

IN WITNESS WHEREOF, the parties hereto have executed the Contract on the Effective Date.

**Contractor** \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Master HOA** \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_ requires the following for any contract: for a corporation or s-corporation, two signatures: (1) the Board President, CEO or Vice President, and (2) the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer; for an LLC, two signatures; both of whom must be managers of the LLC; and for a partnership or limited partnership, the signatures of all partners.

**INSURANCE REQUIREMENTS FOR CONSULTANTS  
(WITHOUT ERRORS AND OMISSIONS REQUIREMENT)**

**1** Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

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

2.2 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";

2.3 Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant.

**2** Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements affecting coverage required by this Exhibit INS-B. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard  
Insurance Compliance  
Reference No. \_\_\_\_\_  
P.O. Box 100085 – OX  
Duluth, GA 30096  
Via Email: [cityofoxnard@ebix.com](mailto:cityofoxnard@ebix.com)  
Via Fax: 678-259-1007

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

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

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

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



**7** All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

## **INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS**

### ***Certificates of Insurance***

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

### ***Endorsement Forms***

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

INS-B.doc

# ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

| <b>PRODUCER</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                | 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                                                                                                                                                                                                                                                       | <b>COMPANIES AFFORDING INSURANCE COVERAGE</b>                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                       |                                   |                                                                                                                                                                                                              |
| INSURED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                | COMPANY LETTER <b>A</b> SPECIFY COMPANY NAMES IN THIS SPACE                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                       |                                   |                                                                                                                                                                                                              |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                | COMPANY LETTER <b>B</b>                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                       |                                   |                                                                                                                                                                                                              |
| <b>COVERAGES</b><br>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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR.<br><input checked="" type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. |                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                       |                                   | GENERAL AGGREGATE \$1,000,000<br>PRODUCTS COMP/OP AGG. \$1,000,000<br>PERSONAL & ADV. INJURY \$1,000,000<br>EACH OCCURRENCE \$1,000,000<br>FIRE DAMAGE (Any one fire) \$<br>MED. EXPENSE (Any one person) \$ |
| A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS<br>GARAGE LIABILITY                                                                                        |                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                       |                                   | COMBINED SINGLE LIMIT \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE \$                                                                                  |
| A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>EXCESS LIABILITY</b><br>UMBRELLA FORM<br>OTHER THAN UMBRELLA FORM                                                                                                                                                                                           |                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                       |                                   | EACH OCCURRENCE \$<br>AGGREGATE \$                                                                                                                                                                           |
| A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b>                                                                                                                                                                                                          |                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                       |                                   | STATUTORY LIMITS<br>EACH ACCIDENT \$1,000,000<br>DISEASE-POLICY LIMIT \$1,000,000<br>DISEASE-EACH EMPLOYEE \$1,000,000                                                                                       |
| A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | OTHER                                                                                                                                                                                                                                                          |                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                       |                                   |                                                                                                                                                                                                              |
| DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                |                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                       |                                   |                                                                                                                                                                                                              |
| <b>CERTIFICATE HOLDER</b><br><br><b>CITY OF OXNARD</b><br><b>Attn: Insurance Compliance</b><br><b>Reference No. _____</b><br><b>P.O. Box 100085 – OX</b><br><b>Duluth, GA 30096</b><br><b>Via Email: <u>cityofoxnard@ebix.com</u></b><br><b>Via Fax: 678-259-1007</b>                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                |                                                                                                                                                                                                             | <b>CANCELLATION</b><br>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.<br><br>AUTHORIZED REPRESENTATIVE |                                   |                                                                                                                                                                                                              |

Telephone: (        ) Date Signed \_\_\_\_\_

ENDORSEMENT NO.

ISSUE DATE (MM/DD/YY)

## PRODUCER

Telephone:

**NAMED INSURED**

**POLICY INFORMATION:**

Insurance Company:

Policy No.:

Policy Period: (from)

## LOSS ADJUSTMENT EXPENSE

(to)

☐ Included in 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](mailto: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 \_\_\_\_\_

**EXHIBIT A****LIVING WAGE POLICY**

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

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

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

**Exhibit 1****Living Wage Policy**

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

- A. 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 A. While this Agreement is in effect, Vendor shall pay such employee no less than \$15.51 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.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS  
EFFECTIVE JULY 1, 2017**

- 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 **\$15.51 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2018, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.
- b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.
- c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.
- d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.
- e. The foregoing requirements are restated on pages 1 and 2 of the Agreement for Trade Services.



## EXHIBIT B: PREVAILING WAGE REQUIREMENTS

1. Contractor acknowledges that the Project defined in the Agreement between Contractor 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. Contractor shall perform the Project as a public work. Contractor 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. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.
3. Contractor is required to post job site notices, as prescribed by regulation. See Labor Code section 1771.4(a)(2).
4. Contractor 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. Contractor 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 Contractor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Contractor shall comply with Labor Code Section 1776, which requires Contractor 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. Contractor 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. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Before commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Contractor shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or 1777.7. If Contractor becomes debarred or suspended throughout the duration of the Agreement, Contractor shall immediately notify City.
8. Contractor shall not be qualified to work on the Project unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor 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.
9. Contractor acknowledges that 8 hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

10. Contractor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Contractor 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 Contractor'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. Contractor 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. Contractor 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. Contractor 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, Contractor shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, Contractor shall hold harmless, defend (at Contractor's expense with counsel approved by the City Attorney) and indemnify City, its officials, officers, employees, agents and volunteers from and against 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 Contractor, 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 consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive termination of the Agreement.

## GENERAL PROVISIONS

### SECTION 0. GREENBOOK

#### **0-1 INCORPORATION.**

The 2015 edition of, and the 2016 Supplement to, the Standard Specifications for Public Works Construction (collectively the "Greenbook" or "SSPWC") other than Parts 2 through 7, are incorporated herein by this reference with the exception of those Sections listed within these General Provisions as not incorporated. Unless otherwise stated herein, the language of these General Provisions shall supplement the language in the Greenbook.

ANSI A300 Pruning Standard – American National Standard for Tree Care Operations – Tree, Shrub, and Other Woody Plant Management – Standard Practices (Pruning) ("ANSI A300 Pruning Standard") is incorporated herein by this reference.

#### **0-2 NUMBERING OF GENERAL PROVISIONS.**

The numbering in these General Provisions is compatible with the numbering in the Greenbook. Additional standard provisions are in Section 10.

### SECTION 1. TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

#### **1-1 GENERAL [see Greenbook].**

#### **1-2 TERMS AND DEFINITIONS.**

Whenever in the Greenbook or in the Contract Documents the following terms are used, they shall be understood to mean the following. These terms are in addition to the terms already listed in the Greenbook.

Calendar Days – See "Days" in Greenbook.

Community Facilities District (CFD) – a type of assessment district.

Contract Term – The time period of the Contract, as listed in Section 10-16 of these General Specifications.

Contract Unit – A single unit of an item of Work.

County – The County of Ventura, California.

Landscape Maintenance District (LMD) – a type of assessment district.

Project – See "Work" in Greenbook.

Project Manager – the project manager assigned by the City to a particular LMD, CFD or Waterways.

Submittal – Any drawing, calculation, specification, data, samples, manuals, requests for substitutes, spare parts, photographs, survey data, traffic control plans, record drawings or

similar items required to be submitted to the City under the terms of the Contract.

Waterways – a type of assessment district.

Whenever in the Greenbook or in the Contract Documents the following terms are used, they shall be understood to mean the following. These terms are already listed in the Greenbook, and the definitions below amend the definitions in the Greenbook.

Agency – \_\_\_\_\_

Change Order – There shall be no classic “change orders” in this Project in the way that this term is used on public works projects. Any reference to change orders shall actually refer to supplemental agreements, if there are any.

Contract Documents – As defined in Greenbook Section 1-2, but also including the General Provisions, insurance documentation and Contractor’s City business license.

Working Day – Any day within the Contract Term that Contractor may work, while conforming to all applicable City ordinances.

### **1-3 ABBREVIATIONS.**

#### **1-3.1 General [see Greenbook].**

#### **1-3.2 Common Usage [see Greenbook].**

#### **1-3.3 Institutions.**

The institutions listed in Greenbook Section 1-3.3 shall be supplemented by the list below:

| <b><u>Abbreviation</u></b> | <b><u>Word or Words</u></b>                                                                  |
|----------------------------|----------------------------------------------------------------------------------------------|
| AAN .....                  | American Association of Nurserymen                                                           |
| ACI .....                  | American Concrete Institute                                                                  |
| AGCA .....                 | Associated General Contractors of America                                                    |
| AGCC .....                 | Associated General Contractors of California                                                 |
| APWA .....                 | American Public Works Association                                                            |
| CRSI .....                 | Concrete Reinforcing Steel Institute                                                         |
| CSI .....                  | Construction Specifications Institute                                                        |
| IEEE .....                 | Institute of Electric & Electronic Engineers                                                 |
| NEC .....                  | National Electric Code                                                                       |
| NFPA .....                 | National Fire Protection Association                                                         |
| SSS .....                  | State of California Standard Specifications,<br>latest edition, Department of Transportation |
| SSP .....                  | State of California Standard Plans,<br>latest edition, Department of Transportation          |

### **1-4 UNITS OF MEASURE [see Greenbook].**

#### **1-4.1 General [see Greenbook].**

#### **1-4.2 Units of Measure and Their Abbreviations [see Greenbook].**

**1-5 SYMBOLS [see Greenbook].****SECTION 2. SCOPE AND CONTROL OF THE WORK****2-1 AWARD AND EXECUTION OF CONTRACT [see Greenbook].****2-2 ASSIGNMENT.**

Greenbook Section 2-2 is not incorporated and is replaced with the following:

"No Contract or portion thereof or Notice to Proceed or portion thereof may be assigned without consent of the City Council, except that the Contractor may assign money due or which will accrue to it under the Contract. If given written notice, such assignment will be recognized by the City Council to the extent permitted by law. Any assignment of money shall be subject to all proper withholdings in favor of the City and to all deductions provided for in the Contract. All money withheld, whether assigned or not, shall be subject to being used by the City for completion of the Work, should the Contractor be in default.

Any purported assignment without written consent of the City shall be null, void, and of no effect, and the Contractor shall hold harmless, defend and indemnify the City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

If the City opts to consent to assignment, the City's consent shall be contingent upon: (1) the assignee supplying all of the required insurance in the amounts required in the Contract Documents; (2) a copy of the assignee's City business license; and (3) the license number(s) of the license(s) issued by the California Contractors State License Board, which license(s) is/are required for this Work. Until the assignee supplies all required documentation, an assignment otherwise consented to in writing by the City shall not be effective. Even if the City consents to assignment, no assignment shall relieve the Contractor of liability under the Contract."

**2-3 SUBCONTRACTORS [see Greenbook].****2-3.1 General.**

Greenbook Section 2-3.1 is not incorporated.

**2-3.2 Self Performance**

The first sentence of Greenbook Section 2-3.2 shall be completely replaced with the following:

"The Contractor shall perform, with its own organization, Contract Work amounting to one hundred percent (100%) of the Contract Price. No subcontractors may be used in this Work."

**2-3.3 Status of Subcontractors.**

Greenbook Section 2-3.3 is not incorporated.

**2-4 CONTRACT BONDS.**

Greenbook Section 2-4 is not incorporated and is replaced with the following:

"No Bonds are required."

## **2-5 PLANS AND SPECIFICATIONS.**

### **2-5.1 General [see Greenbook].**

### **2-5.2 Precedence of the Contract Documents.**

Greenbook Section 2-5.2 is not incorporated and is replaced with the following:

"The order of precedence of the documents shall be as follows (with number 1 governing over number 2, etc.):

1. Permits issued by regulatory agencies with jurisdiction.
2. Supplemental Agreements.
3. Contract.
4. Addenda.
5. Notice Inviting Bids.
6. Instructions to Bidders.
7. Bid/ Proposal.
8. General Provisions.
9. Special Provisions.
10. Plans.
11. City Standard Plans.
12. ANSI A300 Pruning Standard.
13. SSP.
14. Greenbook.
15. Reference Specifications.

### **2-5.3 Submittals [see Greenbook].**

#### **2-5.3.1 General [see Greenbook].**

#### **2-5.3.2 Working Drawings [see Greenbook].**

#### **2-5.3.3 Shop Drawings [see Greenbook].**

#### **2-5.3.4 Supporting Information [see Greenbook].**

#### **2-5.3.5 Installation Instructions [see Greenbook].**

#### **2-5.3.6 Manufacturer's Operation, Maintenance, and Warranty Instructions [see Greenbook].**

## **2-6 WORK TO BE DONE.**

Greenbook Section 2-6 is not incorporated and is completely replaced with the following:

"Unless otherwise specified, the Contractor shall furnish all materials, equipment, tools, labor, and incidentals necessary to complete the Work in accordance with the Contract Documents."

## **2-7 SUBSURFACE DATA.**

If the City or its consultants have made investigations of subsurface conditions in areas where the Work is to be performed, such investigations shall be deemed made only for the purpose of study and design. It is the Contractor's sole responsibility to determine whether such investigations exist, and the City makes no affirmative or negative representation concerning the existence of such investigations.

The Contractor represents that it has studied the Plans, Specifications and other Contract Documents, and all surveys and investigation reports of subsurface and latent physical conditions, has made such additional surveys and investigations as necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents, and has correlated the results of all such data with the requirements of the Contract Documents. No claim of any kind shall be made or allowed for any error, omission or claimed error or omission, in whole or in part, of any geotechnical exploration or any other report or data furnished or not furnished by the City.

## **2-8 RIGHT-OF-WAY [see Greenbook].**

## **2-9 SURVEYING.**

Construction stakes shall be set and stationed by Contractor at its expense. Unless otherwise indicated in the Special Provisions, surveying costs shall be included in the price of items bid. No separate payment will be made. Re-staking and replacement of construction survey markers damaged as a result of the Work, vandalism, or accident shall be at the Contractor's expense.

### **2-9.1 Permanent Survey Markers.**

Greenbook Section 2-9.1 is not incorporated and is completely replaced with the following:

"Pursuant to Division 3, Chapter 15 of the Business and Professions Code, the Contractor shall not disturb survey monuments that 'control the location of subdivisions, tracts, boundaries, roads, streets, or highways, or provide horizontal or vertical survey control' until they have been tied out by a registered land surveyor or registered civil engineer authorized to practice land surveying within the State of California.

The Contractor must preserve and perpetuate existing monuments that control subdivisions, tracts, boundaries, Streets, other rights-of-way, and easements, and those existing monuments that provide survey control, which will be disturbed or removed due to Contractor's Work. Contractor shall provide a minimum of ten (10) Working Days' notice to the Project Manager and either the City Engineer or the Surveyor before disturbance or removal of existing monuments. The City Engineer or the Surveyor shall reset monuments or provide permanent witness monuments and file the required documentation with the County Surveyor pursuant to Business and Professions Code Section 8771."

### **2-9.2 Survey Service.**

Greenbook Section 2-9.2 is not incorporated.

### **2-9.3 Private Engineers [see Greenbook].**

#### **2-9.4 Line and Grade [see Greenbook].**

#### **2-10 AUTHORITY OF THE CITY COUNCIL AND THE PROJECT MANAGER [AMENDED FROM CITY ENGINEER].**

The Project Manager shall decide any and all questions that may arise as to the quality and acceptability of materials furnished and Work performed as to the manner of performance and rate of progress of the Work, and any and all questions which may arise as to the interpretation of the Plans and Specifications. The Project Manager shall likewise decide any and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor, and all questions as to claims and compensations.

The Contractor may appeal any such decision made by the Project Manager by emailing the Special Districts Administrator/ Division Manager, copying on that same email the Project Manager, requesting reconsideration of the Project Manager's decision. The appeal must contain: a clear explanation of the decision and how it impacts the Work; a clear explanation of the Contractor's concern regarding this decision; and all relevant facts and references related to this appeal. The appeal must be complete at the time of submission; the appeal may not be supplemented after submission. The Special Districts Administrator/ Division Manager must receive the appeal no later than 5:00 p.m. of the second Calendar Day following the date of the Project Manager's latest notice to the Contractor regarding the decision that Contractor wishes to appeal. The Special Districts Administrator/ Division Manager or his or her representative shall review the email and all other information provided by the Contractor. The Special Districts Administrator/ Division Manager or his or her representative shall email the Contractor the Special Districts Administrator/ Division Manager's decision, which shall be final. The procedures and time limits set forth in this Section are mandatory and are the Contractor's sole and exclusive remedy in event of a decision by the Project Manager with which the Contractor disagrees. The Contractor's failure to fully comply with these procedures constitutes a waiver of any right to further pursue the disagreement regarding the Project Manager's decision, including filing a California Government Code claim or initiating any other legal proceedings.

For the purposes of routine and normal Supervision and coordination of Work, the Project Manager is the City's authorized representative for all Work within the scope of this Contract.

#### **2-11 INSPECTION.**

Greenbook Section 2-11 is not incorporated and is replaced with the following:

##### **2-11.1 Weekly Inspections [additional to the Greenbook].**

Contractor must inspect the entire property weekly and perform all tasks required and referred to in these Specifications.

##### **2-11.2 Monthly Landscape Maintenance Inspections [additional to the Greenbook].**

City will perform a bi-monthly site inspection with the Contractor. At that time, the City will compile a list utilizing Cappsure, the City's Maintenance Service Report System. These reports will detail landscape-related items that should be performed before the next site inspection. City will schedule the monthly inspections. Contractor must notify Project Manager or his or her representative no less than seven (7) Calendar Days if there is a need to reschedule. All scheduled inspections will proceed with or without the attendance of the Contractor.



### **SECTION 3. CHANGES IN WORK**

#### **3-1 CHANGES REQUESTED BY THE CONTRACTOR – 3-4 CHANGED CONDITIONS.**

Greenbook Sections 3-1 through 3-4 are not incorporated.

#### **3-5 DISPUTED WORK [see Greenbook].**

### **SECTION 4. CONTROL OF MATERIALS**

#### **4-1 MATERIALS AND WORKMANSHIP [see Greenbook].**

##### **4-1.1 General [see Greenbook].**

##### **4-1.2 Protection of Work and Materials.**

The Contractor shall continuously maintain adequate protection of all Contractor's Work from damage. The City will not be held responsible for the care or protection of any material, equipment or parts of Work, except as stated in the Special Provisions.

##### **4-1.3 Inspection Requirements -- 4-1.8 Calibration of Testing Equipment.**

Greenbook Sections 4-1.3 through 4-1.8 are not incorporated.

### **SECTION 5 UTILITIES**

#### **5-1 LOCATION.**

##### **5-1.1 General [see Greenbook].**

##### **5-1.2 Payment [see Greenbook].**

##### **5-1.3 Entry by Utility Owners [additional to the Greenbook].**

The right is reserved to the owners of public Utilities or franchises to enter the Project site for the purpose of making repairs or changes in their property that may be necessary as a result of the Work as well as any other reason authorized by the City. When the Contract Documents provide for the Utility owners to alter, relocate or reconstruct a Utility, or when the Contract Documents are silent in this regard and the Project Manager determines that the Utility owners must alter, relocate or reconstruct a Utility, the Contractor shall schedule and allow adequate time for those alterations, relocations or reconstructions by the respective Utility owners. City employees and agents shall likewise have the right to enter upon the Project site at any time and for any reason or no reason at all.

#### **5-2 PROTECTION.**

If Contractor damages or breaks the Utilities, it will be the Contractor's responsibility to repair the Utility at no cost to the Utility or to the City.

#### **5-3 REMOVAL.**

Greenbook Section 5-3 shall not be incorporated and shall be replaced as follows:

"Contractor shall immediately notify the Project Manager in writing of any facilities not identified in the Plans and Specifications that Contractor finds during the prosecution of the Work. After obtaining that written notice, Project Manager will instruct the Contractor as to what should be done with such facilities. Contractor shall not stop Work while waiting for the Project Manager's response; instead, Contractor shall move a reasonable distance from the obstruction to continue Work until Contractor obtains further instruction from the Project Manager. The remaining portion of the existing Utility which is left in place shall be accurately recorded, in elevation and plan, on the control set of Contract Drawings."

#### **5-4 RELOCATION.**

The Contractor shall cooperate fully with all Utility forces of the City or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities that interfere with the progress of the Work. The Contractor shall schedule the Work so as to minimize interference with the relocation, altering, or other rearranging of facilities.

#### **5-5 DELAYS [see Greenbook].**

#### **5-6 COOPERATION.**

Work may be conducted at or adjacent to the Work site by other contractors during the performance of the Work under this Contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts. Compensation for compliance shall be included in the various items of the Work, and no additional compensation shall be allowed therefor.

### **SECTION 6. PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK**

#### **6-1 BASELINE CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK.**

Greenbook Section 6-1 is not incorporated.

##### **6-1.1 Baseline Construction Schedule.**

Greenbook Section 6-1.1 is not incorporated.

##### **6-1.2 Commencement of the Work.**

Greenbook Section 6-1.2 is not incorporated.

#### **6-2 PROSECUTION OF THE WORK.**

Greenbook Section 6-2 is not incorporated and is replaced with the following:

"To minimize public inconvenience and possible hazard and to restore work areas to their original condition and state of usefulness as soon as practicable, the Contractor shall diligently prosecute the Work to completion. If the Project Manager determines that the Contractor is failing to prosecute the Work to the proper extent, the Project Manager may take any or all of the following three (3) steps:

1. Deduct from Contractor's next payment a citation amount in accordance with an Assessment District Maintenance Citation Form that is the same or similar to the one on the next page.
2. If the Work is four (4) or more Calendar days late, deduct an amount of \$250 for that week as a result of damages being sustained by the City that are, and will continue to be, impracticable and extremely difficult to determine. The City may assess these liquidated damages in accordance with Greenbook Section 6-9 and the relating Section in these General Provisions.
3. Send the City's own forces or another contractor to complete the incomplete Work.

These options are available in addition to all other options in the Greenbook or as otherwise legally available."



# COMMUNITY FACILITIES DISTRICT MAINTENANCE CITATION FORM

District Name:

Deficiency Date(s):

| Maintenance Item                      | Deficiency | 1st Occurrence Warning Only | 2nd Occurrence | 3rd Occurrence | 4th Occurrence |
|---------------------------------------|------------|-----------------------------|----------------|----------------|----------------|
| Turf                                  |            |                             |                |                |                |
| Mowing, Edging & Trimming             |            |                             | \$300.00       | \$600.00       | \$1,200.00     |
| Aeration                              |            |                             | \$200.00       | \$400.00       | \$800.00       |
| Dethatching                           |            |                             | \$100.00       | \$200.00       | \$400.00       |
| Overseeding                           |            |                             | \$100.00       | \$200.00       | \$400.00       |
| Removal of grass clippings and debris |            |                             | \$300.00       | \$600.00       | \$1,200.00     |
| Fertilization                         |            |                             |                |                |                |
| Turf                                  |            |                             | \$200.00       | \$400.00       | \$800.00       |
| Shrubs, Groundcover, Vines            |            |                             | \$200.00       | \$400.00       | \$800.00       |
| Trash and Debris Removal              |            |                             | \$300.00       | \$600.00       | \$1,200.00     |
| Weed Control                          |            |                             | \$300.00       | \$600.00       | \$1,200.00     |
| Pest Control                          |            |                             | \$200.00       | \$400.00       | \$800.00       |
| Pruning and Trimming                  |            |                             |                |                |                |
| Shrubs, Groundcover, Vines            |            |                             | \$200.00       | \$400.00       | \$800.00       |
| Trees                                 |            |                             | \$300.00       | \$600.00       | \$1,200.00     |
| Removal of plant clippings and debris |            |                             | \$300.00       | \$600.00       | \$1,200.00     |
| Graffiti                              |            |                             | \$200.00       | \$400.00       | \$800.00       |
| Irrigation                            |            |                             | \$200.00       | \$400.00       | \$800.00       |

Please note, citation is not based upon specific location, it is based upon occurrence each month as a result of monthly inspections and the property is viewed in it's total

Comments:

**6-3 SUSPENSION OF THE WORK [see Greenbook].****6-3.1 General [see Greenbook].****6-3.2 Archeological and Paleontological Discoveries [see Greenbook].****6-4 TERMINATION OF THE CONTRACT FOR DEFAULT.**

Greenbook Section 6-4 is not incorporated.

**6-4.1 General.**

Greenbook Section 6-4.1 is not incorporated.

**6-4.2 Notice to Cure.**

Greenbook Section 6-4.2 is not incorporated.

**6-4.3 Notice of Termination for Default.**

Greenbook Section 6-4.3 is not incorporated.

**6-4.4 Responsibilities of the Surety.**

Greenbook Section 6-4.4 is not incorporated.

**6-4.5 Payment.**

Greenbook Section 6-4.5 is not incorporated.

**6-5 TERMINATION OF THE CONTRACT FOR CONVENIENCE.**

Greenbook Section 6-5 is not incorporated.

**6-6 DELAYS AND EXTENSIONS OF TIME.****6-6.1 General.**

Greenbook Section 6-6.1 shall not be incorporated and shall be replaced as follows:

"If delays are caused by unforeseen events beyond the control of the Contractor and these events are approved by the Project Manager, such delays may entitle the Contractor to an extension of the Contract time as provided herein, but the Contractor will not be entitled to damages or additional payment due to such delays. In any case, no extension of time will be granted for a delay caused by shortage of materials unless the Contractor furnishes to the Project Manager documentary proof that the Contractor has diligently made reasonable and timely efforts to obtain such materials from all known sources."

**6-6.2 Extensions of Time.**

Greenbook Section 6-6.2 is not incorporated.

### **6-6.3 Payment for Delays.**

Greenbook Section 6-6.3 is not incorporated and is replaced as follows:

“Notwithstanding any other terms and conditions of the Contract Documents, the City shall have no obligation whatsoever to increase the Contract Price or extend the time for delays.

No payment of compensation of any kind shall be made to the Contractor for damages or increased overhead costs caused by any delays in the progress of the Contract, whether such delays are avoidable or unavoidable or caused by any act or omission of the City or its agents. Any accepted delay claim shall be fully compensated for by an extension of time to complete the performance of the Work.

This Section shall not apply to compensable delays caused solely by the City. If a compensable delay is caused solely by the City, the Contractor shall be entitled to an extension of time for completion of Work by the amount of delay caused by the City and equitable adjustment, as determined by the Project Manager, to the Contractor.”

### **6-6.4 Written Notice and Report.**

Greenbook Section 6-6.4 is not incorporated and is replaced as follows:

“If the Contractor desires payment for a delay or extension of time because these were caused by the City, Contractor shall file with the Project Manager a written request and report of cause within fifteen (15) Calendar Days after the beginning of the delay. Failure by Contractor to timely file a written request and report of cause will be considered grounds for refusal by the City to consider such request.”

## **6-7 TIME OF COMPLETION [see Greenbook].**

### **6-7.1 General [see Greenbook].**

### **6-7.2 Not Used [see Greenbook].**

### **6-7.3 Contract Time Accounting [see Greenbook].**

Greenbook Section 6-7.3 is not incorporated.

## **6-8 COMPLETION, ACCEPTANCE, AND WARRANTY.**

Greenbook Section 6-8 is not incorporated.

### **6-8.1 Completion.**

Greenbook Section 6-8.1 is not incorporated.

### **6-8.2 Acceptance.**

Greenbook Section 6-8.2 is not incorporated.

### **6-8.3 Warranty.**

Greenbook Section 6-8.3 is not incorporated and is replaced as follows:

"Contractor shall warrant the Work against defective materials and workmanship throughout the Contract Term. The Project Manager may notify the Contractor of defective materials and workmanship, and the Contractor shall replace or repair such materials and workmanship in a manner satisfactory to the Project Manager within the time specified in the Project Manager's notice. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the City may perform the Work with its own forces or may bring another contractor to perform the replacement or repairs at the Contractor's expense by deducting these amounts from future payments to the Contractor.

Contractor shall replace, at Contractor's expense, all plant material which, in the opinion of the Project Manager, fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein. Contractor shall warranty all replacement trees, equipment and replacement irrigation items for a period of one (1) year from date of installation. The Contractor shall warranty all replacement shrubs and groundcover for a period of 120 days from date of installation. All Work shall be timely performed."

### **6-9 LIQUIDATED DAMAGES.**

Greenbook Section 6-9 is not incorporated and is replaced as follows:

"Failure of the Contractor to complete the Work within the time allowed will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. If the Work is four (4) or more Calendar Days late, as adjusted in accordance with 6-6, the Contractor shall pay to the City, or have withheld from monies due to the Contractor, the sum of \$250.

Execution of the Contract shall constitute agreement by the City and Contractor that \$250 per week is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the Work within the allotted time. Such sum is liquidated damages and shall not be construed as a penalty. Such sum may be deducted from payments due the Contractor if such delay occurs."

### **6-10 USE OF IMPROVEMENT DURING CONSTRUCTION [see Greenbook].**

### **6-11 TERMINATION OF CONTRACT [additional to the Greenbook].**

City may terminate this Agreement at any time, with or without cause and without penalty, with written notice. Such termination shall be effective immediately. In the event of termination of this Agreement due to no fault or failure of performance by Contractor, City shall pay Contractor compensation for all Work 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 Contractor receive an amount exceeding that which would have been paid to Contractor for the full performance of the Work. If City pays for any materials, City shall be entitled to the title and possession of such materials.

## SECTION 7. RESPONSIBILITIES OF THE CONTRACTOR

### 7-1 THE CONTRACTOR'S EQUIPMENT AND FACILITIES *[see Greenbook]*.

#### 7-1.1 General *[see Greenbook]*.

#### 7-1.2 Temporary Utility Services *[see Greenbook]*.

#### 7-1.3 Crushing and Screening Operations *[see Greenbook]*.

### 7-2 LABOR.

Contractor shall compensate all of its employees in accordance with both the City's Living Wage Policy and State-required prevailing wages. Contractor understands that 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.

#### 7-2.1 General *[see Greenbook]*.

Greenbook Section 7-2.1 is not incorporated and is replaced by the following:

"There shall be no smoking or vaping while at the job sites. Rudeness or discourteous acts by Contractor's employees towards residents, City staff, and so forth will not be tolerated. No Contractor solicitation of any kind is permitted on property."

##### 7-2.1.1 Personnel Clothing *[additional to the Greenbook]*.

All of Contractor's workers shall perform all Work on the premises in clothing that is reasonably clean, neat and not ripped. Worn and tattered clothing shall be promptly replaced.

##### 7-2.1.2 Sleeping *[additional to the Greenbook]*.

During working hours, including during breaks, Contractor's workers shall not sleep at or within two blocks of each job site, even if in a vehicle.

#### 7-2.2 Prevailing Wages.

Greenbook Section 7-2.2 is not incorporated.

##### 7-2.2.1 Public Work *[additional to the Greenbook]*.

The Contractor acknowledges that this Work is a "public work" as defined in Labor Code Section 1720 *et seq.*, and that this Work is subject to Labor Code Section 1720 *et seq.*, including without limitation Labor Code Section 1771, and to the rules and regulations established by the Director of the Department of Industrial Relations ("DIR") implementing such statutes, including but not limited to Title 8, Division 1, Chapter 8 of the California Code of Regulations ("CCR"). The Contractor shall comply with and be bound by all the terms, rules and regulations described in Labor Code Section 1720 *et seq.* and to the rules and regulations established by the Director of the DIR as though set forth in full herein. The Contractor is responsible for ascertaining and complying with all current prevailing wage rates for crafts and any rate changes that occur during the life of the Project.



### **7-2.2.2      *Copies of Wage Rates [additional to the Greenbook].***

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 Project are on file with the Special Districts Administrator/ Division Manager at City Hall and will be made available to any interested party on request. Additionally, current wage rate information can be found at the DIR's website at [www.dir.ca.gov/](http://www.dir.ca.gov/). The Contractor shall post such rates at each job site covered by these Contract Documents.

### **7-2.2.3      *Job Site Notices [additional to the Greenbook].***

The Contractor is required to post job site notices, as prescribed by regulation.

### **7-2.2.4      *Failure to Pay Prevailing Rates [additional to the Greenbook].***

The Contractor 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. The Contractor shall, as a penalty paid to the City, forfeit two hundred dollars (\$200) for each Calendar Day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by the Contractor.

### **7-2.2.5      *Apprentices [additional to the Greenbook].***

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and CCR Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. The Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations, including notifying approved apprenticeship programs of contract award, employing apprentices, and paying training fund contributions. Before commencing Work, the Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) Calendar Days after concluding Work, Contractor shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.

### **7-2.2.6      *Debarment or Suspension [additional to the Greenbook].***

The Contractor shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or 1777.7. If the Contractor becomes debarred or suspended throughout the duration of the Project, the Contractor shall immediately notify the City.

## **7-2.3    Payroll Records.**

Greenbook Section 7-2.3 is not incorporated and is replaced with the following:

"The Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires the Contractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. The Contractor has ten (10) days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, the Contractor

shall forfeit one hundred dollars (\$100) for each Calendar Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Additionally, the Contractor shall furnish certified payroll records directly to the Labor Commissioner in accordance with Chapter 8, Subchapter 4.5, Section 16461 of the CCR."

#### **7-2.4 Hours of Labor.**

Greenbook Section 7-2.4 is not incorporated and is replaced with the following:

"The Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. The Contractor shall comply with and be bound by Labor Code Section 1810. The Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty paid to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Project by the Contractor for each Calendar Day during which such worker is required or permitted to work more than eight (8) hours in any one (1) Calendar Day and forty (40) hours in any one (1) 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 employees of the Contractor in excess of eight (8) hours per day, and forty (40) hours during any one (1) week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay."

#### **7-2.5 Registration with the DIR *[additional to the Greenbook]*.**

A Contractor shall not be qualified to bid on, be listed in a Bid proposal (subject to the requirements of Public Contract Code Section 4104), or engage in the performance of any contract for public work, as defined in Labor Code Section 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. An unregistered contractor may submit a Bid that is authorized by Business and Professions Code Section 7029.1 or by Public Contract Code Section 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Labor Code Section 1725.5 at the time the Contract is awarded.

#### **7-2.6 Compliance Monitoring *[additional to the Greenbook]*.**

This Project is subject to compliance monitoring and enforcement by the DIR.

#### **7-2.7 Prevailing Wage Indemnity *[additional to the Greenbook]*.**

To the maximum extent permitted by law, the Contractor shall indemnify, hold harmless and defend (at the Contractor's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed in this Section 7-2 of the General Provisions by anyone (including the Contractor and its officials, officers, employees and agents) in connection with any Work undertaken or in connection with the Contract Documents, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses.

### **7-2.8 Survival *[additional to the Greenbook].***

All duties of the Contractor under this Section 7-2 shall survive expiration or termination of the Contract.

### **7-2.9 Living Wage Policy *[additional to the Greenbook].***

The Living Wage Policy of the City of Oxnard was adopted by the City Council on July 9, 2002, to be effective October 1, 2002. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:

- Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
- 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;
- 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
- 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.

These hourly rates will be adjusted July 1, 2017, and each July 1 thereafter, according to the percentage change in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year.

Contractor shall compensate any employee who provides services under this Agreement in accordance with the Living Wage Policy. In fiscal year 2016-17, Contractor shall pay such employee no less than \$15.14 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Contractor shall provide to such employee no less than 96 hours of paid leave per calendar year.

### **7-2.10 Which Service Contractors Must Pay Living Wage *[additional to the Greenbook].***

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. 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.

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. 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 (5) people.

**7-2.11 Posting Living Wage Policy [additional to the Greenbook].**

Contractor 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.

**7-2.12 Enforcement of Living Wage Policy [additional to the Greenbook].**

If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract. In addition, if Contractor fails to comply with the Living Wage Policy in any manner, Contractor shall pay to City a fine of five hundred dollars (\$500) and shall pay to any employee providing services under this Agreement a penalty of three (3) times the amount or value of the compensation owed to such employee under the Living Wage Policy. Contractor shall pay such fine and penalty within fifteen (15) days after the City Manager or designee provides written notice to Contractor of the amount owed.

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 or 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. 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.

**7-2.13 Amendment of Living Wage Policy [additional to the Greenbook].**

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

**7-3 INSURANCE [see Greenbook].**

Greenbook Section 7-3 is not incorporated and shall be replaced as follows:

"All insurance requirements are those listed in INS-B, which is attached to the Contract and incorporated to the Contract by this reference."

Greenbook Sections 7-3.1, 7-3.2, 7-3.3 and 7-3.4 are not incorporated into these Contract Documents.

**7-4 INDEMNIFICATION [additional to the Greenbook].**

The following indemnity provisions shall supersede the indemnity in Greenbook Section 7-3.

**7-4.1 Contractor's Duty [additional to the Greenbook].**

To the maximum extent permitted by law, the Contractor shall, at its sole cost and expense, to defend with competent defense counsel approved by the City Attorney, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, agents (including those City agents serving as independent contractors in the role of City representatives), successors, and assigns (collectively "Indemnitees") from and against any

and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or resulting from any act, failure to act, error or omission of the Contractor or any of its officers, agents, attorneys, servants, employees, material suppliers or any of their officers, agents, servants or employees, arising out of, incident to, related to, in connection with or resulting from any term, provision, image, plan, covenant, or condition in the Contract Documents, including without limitation, the payment of all consequential damages, attorneys' fees, experts' fees, and other related costs and expenses (individually, a "Claim," or collectively, "Claims"). The Contractor shall promptly pay and satisfy any judgment, award or decree that may be rendered against Indemnitees in any such Claim. The Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Contractor or Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable or whether the Claim was caused in part or contributed to by an Indemnitees.

#### **7-4.2 Nonwaiver of Rights *[additional to the Greenbook]*.**

Indemnitees do not and shall not waive any rights that they may possess against the Contractor because the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to these Contract Documents. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

#### **7-4.3 Waiver of Right of Subrogation *[additional to the Greenbook]*.**

The Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

#### **7-4.4 Survival *[additional to the Greenbook]*.**

The provisions of this Section 7-4 shall survive the term and termination of the Contract, are intended to be as broad and inclusive as is permitted by the law of the State, and are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Contractor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

#### **7-5 PERMITS.**

Before starting any Work, the Contractor will be required to obtain all necessary permits from the City, which may include obtaining an encroachment permit for Work within the public right-of-way, as well as all other permits and any required from all other agencies. Contractor shall bear all cost for fees for all agencies except for the City's permit fees.

The Contractor shall obtain a City Business License and shall be licensed in accordance with

the California Business and Professions Code. The Contractor shall bear all costs for the City's Business License.

**7-6 THE CONTRACTOR'S REPRESENTATIVE [see Greenbook].**

**7-7 COOPERATION AND COLLATERAL WORK.**

The Contractor must coordinate all Work with the City's street sweeping, solid waste collection, and street maintenance contractors, Police and Fire Departments, utility companies' crews, and others when necessary. Payment for conforming to these requirements shall be included in other items of Work, so no additional payment shall be made.

**7-8 WORKSITE MAINTENANCE.**

Clean-up shall be done as Work progresses at the end of each day and thoroughly before weekends. The Contractor shall not allow the Work site to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition. Materials which need to be disposed shall not be stored at the Project site and cannot be "stockpiled" but shall be removed by the end of each Working Day. If the job site is not cleaned to the satisfaction of the Project Manager, the cleaning will be done or contracted by the City, and the cost will be deducted from the Contract Price.

The Contractor shall make arrangement for storing its equipment and materials. The Contractor shall make its own arrangements for any necessary off-site storage or shop areas necessary for the proper execution of the Work. Approved areas within Work site may be used for temporary storage; however, the Contractor shall be responsible for obtaining any necessary permit from the City. In any case, the Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way or on any section where traffic is restricted at any time.

The Contractor shall deliver, handle, and store products in accordance with the manufacturer's written recommendations and by methods and means that will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at the Project site and overcrowding of construction spaces. In particular, the Contractor shall provide delivery and installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to assure products are undamaged and are maintained under required conditions.

The Contractor shall promptly remove from the vicinity of the completed Work all rubbish, debris, unused materials, concrete forms, equipment, and temporary structures and facilities used. Final acceptance of the Work by the City will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final clean-up of the Work site.

All costs associated with the clean-up and storage required to complete the Work shall be the sole responsibility of the Contractor.

**7-8.1 General [see Greenbook].**

**7-8.2 Air Pollution Control [see Greenbook].****7-8.3 Noise Control [see Greenbook].**

To minimize the noise impact of construction, Contractor must properly muffle all construction related vehicles and equipment in accordance with the City's ordinances. The Contractor shall inform the public of proposed construction time frames to minimize potential annoyance related to the construction noise.

**7-8.4 Storage of Equipment and Materials [see Greenbook].****7-8.4.1 General [see Greenbook].****7-8.4.2 Storage in Public Streets [see Greenbook].****7-8.5 Sanitary Sewers [see Greenbook].****7-8.5.1 General [see Greenbook].****7-8.5.2 Sewage Bypass and Pumping Plan [see Greenbook].****7-8.5.3 Spill Prevention and Emergency Response Plan [see Greenbook].****7-8.6 Water Pollution Control.****7-8.6.1 General [see Greenbook].****7-8.6.2 Best Management Practices (BMPs) [see Greenbook].****7-8.6.3 Storm Water Pollution Prevention Plan (SWPPP) [see Greenbook].****7-8.6.4 Dewatering.**

Failure to dewater per Contractor's approved dewatering plans shall lead to the immediate issuance of a stop payment notice. Any fees associated with the failure to perform dewatering will be passed onto the Contractor.

**7-8.6.5 Payment [see Greenbook].****7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.**

The Contractor shall mark and protect all survey monuments, manholes, valves, substructures, or other items which are visible on the surface and will be covered by its operations. This shall be completed before start of that operation and approved by the City Inspector.

Where existing traffic striping, pavement markings, and curb markings are damaged, partially removed or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be considered as existing improvements and the Contractor shall repaint or replace such improvements.

Relocations, repairs, replacements, or reestablishments shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise

specified.

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the Bid.

## **7-10 SAFETY.**

### **7-10.1 Access *[additional to the Greenbook]*.**

All Work and traffic control shall be scheduled and constructed to provide for a minimum of inconvenience and a maximum of safety to the public vehicular and pedestrian traffic. The Contractor shall be responsible for the protection of vehicular and pedestrian traffic during the Work.

Access to Street intersections, public and private parking lots, commercial businesses, residences and other public and private properties must be maintained at all times. The Contractor shall notify the Project Manager and occupants of all affected properties with written notice at least seventy-two (72) hours before any temporary obstruction of access. Vehicular access to property line shall be maintained at all times, except as required for Work that cannot otherwise be accomplished and for a reasonable period of time. No overnight closure of any driveway will be allowed, except as permitted by the Project Manager.

The Contractor's construction schedule shall allow affected people ample on-street parking within a reasonable distance from their homes and businesses. Requests for changes in the schedule shall be submitted by the Contractor to the Project Manager for approval at least forty-eight (48) hours before the scheduled operations on the Streets affected.

The Contractor shall post "TEMPORARY NO PARKING" signs at least forty-eight (48) hours, but not more than seventy-two (72) hours, in advance of commencing the Work. When determined necessary by the Project Manager, the signs shall be placed no more than one hundred fifty (150) feet apart and at shorter intervals if conditions warrant. Contractor shall furnish and place barricades, if necessary, for posting of signs. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs. The Contractor shall report the time of posting to the Oxnard Police Department for the purpose of towing. The Contractor shall remove all signs within forty-eight (48) hours after the portion of the Work affecting parking is completed. Should the Contractor fail to pick up signs within this time frame, the Contractor shall be charged a penalty of twenty-five dollars (\$25) per sign per Calendar Day left in the public right-of-way. Said monies will be deducted from any monies due or to become due to the Contractor.

### **7-10.2 Traffic *[additional to the Greenbook]*.**

#### **7-10.2.1 Traffic Control Plan (TCP) *[additional to the Greenbook]***

If Contractor's Work affects traffic in any way, the Contractor shall provide a detailed Traffic Control Plan (TCP) for review and shall conform to the Greenbook, General Provisions, Special Provisions, the latest edition of the California Edition of the Manual on Uniform Traffic Control Devices (MUTCD), the SSS and the SSP and must be approved by the Project Manager before commencing any Work. The TCP shall be prepared under the supervision of and signed and stamped by a registered professional civil engineer or a traffic engineer licensed to practice in the State of California. The TCP shall cover signing, flagging, detour geometric, delineation and



channelization, barriers and barricades, separation of opposing traffic streams, and hours of flash operation at signalized intersection(s). The Contractor shall not commence Work before receiving an approved TCP. Any delay in acquiring TCP approval will be at the Contractor's expense.

Traffic control shall be provided by a qualified traffic control company specializing with a C-31 license during the construction of the Project. Traffic control shall address parking changes as well. Before the beginning of any Work or if there are changes to the proposed TCP and after approval by the City, the qualified traffic control company staff shall complete field checks of the installed traffic control by driving through the Work area to ensure the adequacy of traffic control. During any period when two-way traffic is not provided, the Contractor shall employ properly trained flaggers to control traffic through the area.

For Work in the vicinity of a school, the Contractor shall contact that school's district, obtain a school schedule and school circulation plan, and incorporate information into its schedule and traffic control, such that within one thousand (1,000) feet of the school on routes serving the school for student arrivals and departures are not impacted between one (1) hour before and one (1) hour after the schoolday start time and one (1) hour before or one (1) hour after schoolday end time. Contractor shall notify the relevant school district of any impacts.

The Contractor shall provide and maintain steel traffic plates recessed into the pavement securely over the trench whenever required or at the end of the Working Day.

#### **7-10.2.2      *Street Closures, Detours, Barricades [additional to the Greenbook]***

Street closures will not be allowed, except as specifically permitted by the City's Traffic Engineer.

Traffic signals shall not be placed in flash operation during the hours that traffic lanes must be kept open as defined in this Section. Under no circumstances shall traffic signals be placed under flash operation without prior approval of the City. The Contractor shall contact the City Inspector at least five (5) Working Days in advance to coordinate signal service, unless a different time frame is required in the Special Provisions.

All traffic control barricades, signs and devices used by the Contractor shall, as a minimum, conform to the latest version of the California Manual of Uniform Traffic Control Devices (CA MUTCD). Should the Contractor fail to provide adequate traffic control or safety barricades, and in the event a responsible individual cannot be located or refuses to perform, the City will, at its option, place needed devices or engage a private firm to place and maintain said traffic control devices. The cost incurred by the City in connection therewith will be deducted from the Contractor's next payment.

#### **7-10.3      *Haul Routes.***

Greenbook Section 7-10.3 is not be incorporated and is replaced as follows:

"The Contractor must provide the Project Manager with a haul route plan, which must be approved by the Project Manager before anyone uses any haul routes on the Project. Further detail requirements for haul traffic may be delineated in the Special Provisions."

#### **7-10.4      *Safety [see Greenbook].***

- 7-10.4.1**            ***Work Site Safety [see Greenbook].***
- 7-10.4.1.1**        ***General [see Greenbook].***
- 7-10.4.1.2**        ***Work Site Safety Official [see Greenbook].***
- 7-10.4.2**            ***Safety Orders [see Greenbook].***
- 7-10.4.2.1**        ***General [see Greenbook].***
- 7-10.4.2.2**        ***Shoring Plan [see Greenbook].***
- 7-10.4.2.3**        ***Payment [see Greenbook].***
- 7-10.4.3**            ***Use of Explosives [see Greenbook].***
- 7-10.4.4**            ***Hazardous Substances [see Greenbook].***
- 7-10.4.5**            ***Confined Spaces [see Greenbook].***
- 7-10.4.5.1**        ***Confined Space Entry Program (CSEP) [see Greenbook].***
- 7-10.4.5.2**        ***Permit-Required Confined Spaces [see Greenbook].***
- 7-10.4.5.3**        ***Payment [see Greenbook].***
- 7-10.5**            ***Security and Protective Devices.***
- 7-10.5.1**            ***General [see Greenbook].***
- 7-10.5.2**            ***Security Fencing [see Greenbook].***
- 7-10.5.3**            ***Steel Plate Covers [see Greenbook].***
- 7-10.5.4**        ***Protection of the Public [additional to the Greenbook].***

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as the Contractor's operations warrant to protect the public from danger in the form of loss of life, injury or loss of property, which would result from interruption or contamination of public water supply, interruption of other public service, or from the failure of partly completed Work. Unusual conditions may arise on the Work that will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of Work under this Contract.

The Contractor shall take all actions necessary to protect persons and property at the job site from any injury or damages associated with the Work. Unless otherwise specified, the Contractor shall supervise and direct the Work and shall be solely responsible for all maintenance methods and sequences.

**7-10.5.4.1      Emergencies [additional to the Greenbook].**

Whenever an emergency exists and the Contractor has not taken sufficient precautions for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations, and when immediate action is necessary to protect the public or property, the Project Manager will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Project Manager may provide suitable protection by causing such Work to be done and material to be furnished to bring the Project into compliance with CalOSHA and federal OSHA requirements.

All expenses incurred by the City for emergency repairs will be deducted from the payments due to the Contractor. However, if the City does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety. The Contractor shall not be entitled to any delay claims for Work stopped by the City to correct an unsafe condition.

**7-10.6              Public Notices [additional to the Greenbook].****7-10.6.1          Notification to Property Owners and Businesses [additional to the Greenbook].**

In addition to notices required elsewhere in the Contract Documents, the Contractor shall notify adjacent businesses and residents at least four (4) Working Days and again two (2) Working Days in advance of beginning Work. Public notices shall be provided in the form of door hangers, flyers or both, which will include the Contractor's name, the Contractor's phone number, a general description of the Work, and the Calendar Days and times when traffic will be restricted and parking will not be allowed along the Street scheduled for the Work. Contractor must get notice pre-approved by the Project Manager before distribution. All notices shall be hand-delivered by the Contractor to adjacent residents, business, and other areas directed by the Project Manager.

**7-10.6.2          Residents' Complaints [additional to the Greenbook].**

It is critical that residents' complaints be resolved expeditiously. To achieve this, the Project Manager will inform the Contractor of the complaint verbally or in writing. The Contractor shall offer a viable action to be taken within twenty-four (24) hours of the action to be taken. In any case, Contractor shall refer any residents with complaints to the Project Manager.

**7-11      PATENT FEES OR ROYALTIES [see Greenbook].****7-12      ADVERTISING [see Greenbook].**

Contractors vehicle shall clearly identify the company name. Other than on that vehicle or on equipment, Contractor shall not advertise or allow advertising at the Work site.

**7-13      LAWS TO BE OBSERVED [see Greenbook].****7-14      ANTITRUST CLAIMS.**

Greenbook Section 7-14 is not incorporated.

**7-15 RECYCLING OF MATERIALS [additional to the Greenbook].**

Contractor must adhere to the City's Recycling Plans, which are incorporated by this reference and available through the Project Manager.

**7-16 CONFIDENTIALITY [additional to the Greenbook].****7-16.1 Confidential Information [additional to the Greenbook].**

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, plans, specifications, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents and formulas; or (ii) non-technical information, including without limitation pricing, margins, marketing plans and strategies, finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data, sales and marketing plans, future business plans 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 (i) is disclosed to the Contractor or (ii) developed by Contractor at the City's expense.

**7-16.2 Information Provided by Contractor [additional to the Greenbook].**

All information provided by the Contractor or developed by the Contractor at the expense of the City shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Contractor without the written consent of the City, except as may be necessary for Contractor to fulfill its obligations to the City.

**7-16.3 Exemptions [additional to the Greenbook].**

Notwithstanding the above, these limitations shall not apply to information that: (i) is already known to Contractor at the time of its disclosure or becomes publicly known through no wrongful act or omission of Contractor; (ii) is communicated to a third party with the express written consent of the City and is not subject to restrictions on further use or disclosure; (iii) is independently developed by Contractor; or (v) is required by law to be disclosed to any governmental agency, or required by court order, a court-issued subpoena or other legal process to be disclosed, provided that before making any such disclosure listed in this paragraph, Contractor shall immediately provide the City with written notice and a reasonable opportunity for the City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is impermissible by law or court order.

**7-16.4 Enforcement [additional to the Greenbook].**

Contractor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, the City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Contractor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The City and Contractor acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of Section 7-16 may result in irreparable injury to the City.

**7-16.5 No Warranties by City *[additional to the Greenbook]*.**

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 Section 7-16 or for any business decisions made by Contractor in reliance on any Confidential Information disclosed under this Section 7-16.

**7-16.6 Survival *[additional to the Greenbook]*.**

All duties of the Contractor under this Section 7-16 shall survive expiration or termination of the Contract.

**SECTION 8. FACILITIES FOR AGENCY PERSONNEL****8-1 GENERAL -- 8-6 BASIS OF PAYMENT.**

Greenbook Sections 8-1 through 8.6 are not incorporated.

**SECTION 9 MEASUREMENT AND PAYMENT****9-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK.****9-1.1 General *[see Greenbook]*.****9-1.2 Methods of Measurement.**

The Contract Price shall constitute full compensation for all labor, equipment, materials, tools and incidentals required to complete the Work as outlined in these Contract Documents and as directed by the Project Manager.

**9-1.3 Certified Weights *[see Greenbook]*.****9-2 LUMP SUM WORK *[see Greenbook]*.****9-3 PAYMENT.****9-3.1 General *[see Greenbook]*.****9-3.2 Partial and Final Payment *[additional to Greenbook]*.**

Each month, Contractor shall submit its standard invoice to the City.

**9-3.2.1 Monthly Closure Date and Invoice Date [additional to the Greenbook].**

In accordance with Greenbook Section 9-3.2, the monthly closure date shall be the last Working Day of each month. Each invoice must be signed and submitted to the Project Manager before the tenth (10th) Calendar Day of the following month for verification and payment consideration.

**9-3.2.2 Payments [additional to the Greenbook].**

The City shall attempt to make payments within sixty (60) Calendar Days after receipt of the Contractor's undisputed and properly submitted payment request. The City shall return to the Contractor any payment request determined not to be a proper payment request as soon as practicable and shall explain in writing the reasons why the payment request is not proper.

**9-3.3 Delivered Materials [see Greenbook].**

**9-3.4 Mobilization.**

Greenbook Section 9-3.4 is not incorporated and is replaced with the following:

"All mobilization and demobilization costs must be included in other Bid items. Contractor shall not receive additional compensation for mobilization and/or demobilization."

**9-4 AUDIT [additional to the Greenbook].**

The City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by the Contractor in preparing its billings to the City as a condition precedent to any payment to the Contractor or in response to a Public Records Act (Government Code Section 6250 *et seq.*) request. The Contractor will promptly furnish documents requested by the City at no cost. Additionally, the Contractor shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under the Contract.

**SECTION 10. ADDITIONAL TERMS [additional to the Greenbook]**

**10-1 LICENSES [additional to the Greenbook].**

The Contractor shall possess a valid Class C-27 Contractor's license issued by California State Contractors License Board. The Contractor will also be required to possess an Oxnard business license at the time of insurance submission. In accordance with Section 7028.15 of the Business and Professions Code, all Contractors shall be licensed in accordance with the laws of the State of California and any Contractor not so licensed is subject to the penalties imposed by such laws.

If traffic control in a construction zone is required, it must be performed by a State of California Construction Zone Traffic Control Contractor, Specialty Classification C-31.

**10-2 NONDISCRIMINATORY EMPLOYMENT [additional to the Greenbook].**

The Contractor shall not unlawfully discriminate against any individual based on race, religion or religious creed, color, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, sex,

gender, gender identity, gender expression, age, sexual orientation, immigration status, citizenship or military and veteran status. The Contractor shall comply with the nondiscrimination mandates of all statutes, ordinances and regulations.

**10-3 ACCESS TO PRIVATE PROPERTY [additional to the Greenbook].**

The Contractor shall be responsible for all fees and costs associated with securing permission to access private property for any portion, and the Contractor shall obtain the required easement or license for the Project.

**10-4 WORKING DAYS AND HOURS [additional to the Greenbook].**

Contractor may not work on any day or during hours prohibited by the Project Manager. Whenever the Contractor is permitted or directed to perform night Work or to vary the period during which Work is performed during the Working Day, the Contractor shall give twelve (12) hours' notice to the Project Manager so that inspection may be provided. Also, a charge may be made to the Contractor for approved overtime or weekend inspections requested by the Contractor.

**10-5 CLAIM DISPUTE RESOLUTION [additional to the Greenbook].**

In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The disputed Work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all disputed Work, claims and other disputed matters.

All claims arising out of or related to the Contract Documents, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 *et seq.*) with regard to filing claims. This Contract hereby incorporates those provisions as through fully set forth herein.

**10-6 THIRD PARTY CLAIMS [additional to the Greenbook].**

The City shall have full authority to compromise or otherwise settle any claim relating to the Project at any time. The City may notify the Contractor of the receipt of any third-party claim relating to the Project; if so, the City shall be entitled to recover its reasonable costs incurred in providing this notice.

The Contractor shall not have any authority to compromise or otherwise settle any claim relating to the Work; any effort by the Contractor to do so shall be deemed a breach of the Contract, and the City will not participate in any such compromise or settlement. Within five (5) Calendar Days of the date that the Contractor receives any third-party claim relating to this Project, the Contractor shall provide written notice thereof and a copy of the claim to the City Attorney.

**10-7 ADDITIONAL REPRESENTATIONS [additional to the Greenbook].**

By signing the Contract, the Contractor represents, covenants and agrees that: (a) the Contractor 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 the Contract Documents; (b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under the Contract Documents; and (c) there is no litigation pending against the Contractor, and the Contractor is not the subject of any criminal investigation or proceeding.

**10-8 CONFLICTS OF INTEREST [additional to the Greenbook].**

The Contractor shall not accept any employment or representation during the Contract Term or within twelve (12) months thereafter that is or may likely make the Contractor "financially interested," as provided in Government Code Sections 1090 and 87100, in any decisions made by the City on any matter in connection with which the Contractor has been retained pursuant to the Contract Documents.

**10-9 APPLICABLE LAW [additional to the Greenbook].**

The validity, interpretation, and performance of these Contract Documents 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 Contract shall be in the Ventura County Superior Court.

**10-10 TIME [additional to the Greenbook].**

Time is of the essence in these Contract Documents.

**10-11 INDEPENDENT CONTRACTOR [additional to the Greenbook].**

The Contractor and its employees and agents shall at all times remain, as to the City, wholly independent contractors rather than employees of the City. Contractor 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 Contractor. Neither the City nor any of its officials, officers, employees or agents shall have control over the conduct of the Contractor or any of its officers, employees, or agents, except as herein set forth, and the Contractor is free to dispose of all portions of its time and activities that it is not obligated to devote to the City in such a manner and to such Persons that the Contractor wishes except as expressly provided in these Contract Documents.

Except as Manager may specify in writing, the Contractor and its agents and employees shall have no power or authority, express or implied to act on behalf of City in any capacity, to bind City to any obligation, to incur any debt, obligation, or liability on behalf of the City or otherwise to act on behalf of the City as an agent. The Contractor and its employees and agents shall not, at any time or in any manner, represent that they or any of their agents, servants or employees, are in any manner agents, servants or employees of the City.

The Contractor shall pay all required taxes on amounts paid to them under the Contract, and to indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by the Contract Documents.

The Contractor and its agents and employees shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of the Contractor's employees and agents,



including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

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

**10-12 CONSTRUCTION [additional to the Greenbook].**

In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of these Contract Documents shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Contract Documents or who drafted that portion of the Contract Documents.

**10-13 THIRD PARTY BENEFICIARIES [additional to the Greenbook].**

Nothing in the Contract Documents is intended to make the public or any member thereof a third party beneficiary of the Contract; nor is any term and condition or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

**10-14 WAIVER [additional to the Greenbook].**

No failure or delay on the part of any party in exercising any right or remedy provided in these Contract Documents shall operate as a waiver thereof or preclude any exercise thereof, or the exercise of any other right or remedy provided under these Contract Documents, or otherwise available at law or in equity. In no event shall the making by the City of any payment to the Contractor constitute or be construed as a waiver by the City of any breach of covenant, or any default that may then exist on the part of the Contractor, and the making of any such payment by the City shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default.

**10-15 CUMULATIVE REMEDIES [additional to the Greenbook].**

Except if expressly provided herein, no remedy specified in these Contract Documents is intended to be exclusive of any other remedy, and each remedy shall be cumulative, in addition to every other right or remedy provided herein or otherwise available at law or in equity.

**10-16 TERM [additional to the Greenbook].**

The Contract is effective as of the Effective Date listed, and shall remain in full force and effect for three (3) years thereafter unless the Contract has been otherwise terminated by the City. Additionally, the City Manager, in his or her sole discretion, may renew the Agreement for up to two (2) additional years; if the City Manager chooses to do so, all provisions that apply in the first three (3) years shall apply to the fourth and fifth years. Some provisions may survive the term listed within this Section, as stated in those provisions.

**10-17 NOTICE [additional to the Greenbook].**

Except as otherwise required by law, any notice or other communication authorized or required by these Contract Documents shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during the City's regular business hours or (b) on the third Working Day following deposit in the United States mail, postage prepaid, to the addresses listed on the Contractor's Bid and City Hall, or at such other address as one party may notify the other.

**10-18 SURVIVAL [additional to the Greenbook].**

Any provision of these Contract Documents that contemplates performance or observance subsequent to termination (including but not limited to indemnification provisions) shall survive that termination, and shall continue in full force and effect thereafter.

**10-19 SEVERABILITY [additional to the Greenbook].**

To the extent that any term, provision or part of these Contract Documents is held invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of these Contract Documents shall not be impaired or affected, and shall continue in full force and effect, and shall be valid and enforceable to the fullest extent permitted by law.

**SECTION 800. LANDSCAPING AND IRRIGATION**

**800-1 LANDSCAPING MATERIALS [see Greenbook].**

**800-1.1 Topsoil [see Greenbook].**

**800-1.1.2 Class "A" Topsoil [see Greenbook].**

**800-1.1.3 Class "B" Topsoil.**

Greenbook Section 800-1.1.3 is not incorporated.

**800-1.1.4 Class "C" Topsoil.**

Greenbook Section 800-1.1.4 is not incorporated.

**800-1.2 Soil Fertilizing and Conditioning Materials [see Greenbook].**

**800-1.2.1 General [see Greenbook].**

**800-1.2.2 Manure [see Greenbook].**

**800-1.2.3 Commerical Fertilizer [see Greenbook].**

**800-1.2.4 Organic Soil Amendment [see Greenbook].**

**800-1.2.5 Mulch [see Greenbook].**

**800-1.3 Seed [see Greenbook].**

**800-1.4 Plants [see Greenbook].**

- 800-1.4.1 General *[see Greenbook]*.
- 800-1.4.2 Trees *[see Greenbook]*,
- 800-1.4.3 Shrubs *[see Greenbook]*.
- 800-1.4.4 Flatted Plants *[see Greenbook]*.
- 800-1.4.5 Sod and Stolons (turf grass) *[see Greenbook]*.
- 800-1.4.6 Cuttings *[see Greenbook]*.
- 800-1.5 Headers, Stakes, and Ties.

Greenbook Section 800-1.5 is not incorporated.

## **800-2 IRRIGATION SYSTEM MATERIALS.**

Greenbook Section 800-2 is not incorporated.

## **800-3 ELECTRICAL MATERIALS.**

Greenbook Section 800-3 is not incorporated.

## **SECTION 801 INSTALLATION**

### **801-1 General *[see Greenbook]*.**

### **801-2 EARTHWORK AND TOPSOIL PLACEMENT *[see Greenbook]*.**

#### **801-2.1 General.**

The words "or Class B" shall be removed from Greenbook Section 801-2.1

#### **801-2.2 Topsoil Preparation and Conditioning *[see Greenbook]*.**

##### **801-2.2.1 General.**

The following paragraph shall be removed from Greenbook Section 801-2.2.1:

"Class "C" topsoil shall be sacrificed and cultivated to a finely divided condition to a depth of 8 inches (200 mm) minimum below finish grade. During this operation, all stones over 1 inch (25 mm) in greatest dimension shall be removed."

##### **801-2.2.2 Fertilizing and Conditioning Procedures *[see Greenbook]*.**

#### **801-2.3 Finish Grading *[see Greenbook]*.**

### **801-3 HEADER INSTALLATION *[see Greenbook]*.**

### **801-4 PLANTING *[see Greenbook]*.**

- 801-4.1 General *[see Greenbook]*.
- 801-4.2 Protection and Storage *[see Greenbook]*.
- 801-4.3 Layout and Plant Location *[see Greenbook]*.
- 801.4.4 Speciman Planting *[see Greenbook]*.
- 801.4.5 Tree and Shrub Planting *[see Greenbook]*.
- 801-4.6 Plant Staking and Guying *[see Greenbook]*.
- 801.4.6.1 Method "A" Tree Staking *[see Greenbook]*.
- 801.4.6.2 Method "B" Tree Staking *[see Greenbook]*.
- 801-4.6.3 Guying *[see Greenbook]*.
- 801-4.7 Ground Cover and Vine Planting *[see Greenbook]*.
- 801-4.8 Lawn Planting *[see Greenbook]*.
- 801-4.8.1 General *[see Greenbook]*.
- 801-4.8.2 Seed *[see Greenbook]*.
- 801-4.8.3 Sod *[see Greenbook]*.
- 801-4.8.4 Stolon Planting

Greenbook Section 801-4.8.4 is not incorporated.

- 801-4.9 Erosion Control Planting *[see Greenbook]*.
- 801-4.9.1 General *[see Greenbook]*.
- 801-4.9.2 Straw Stabilization

Greenbook Section 801.4.9.2 is not incorporated.

- 801-4.9.3 Seeding and Mulching *[see Greenbook]*.
- 801-4.9.4 Sprigging *[see Greenbook]*.
- 801-4.9.5 Watering *[see Greenbook]*.

## 801-5 IRRIGATION SYSTEM INSTALLATION

Greenbook Section 801-5 is not incorporated.

## 801-6 MAINTENANCE AND PLANT ESTABLISHMENT *[see Greenbook]*.

**801-7 MEASUREMENT**

Greenbook Section 801-7 is not incorporated.

**801-8 PAYMENT**

Greenbook Section 801-8 is not incorporated.

**SPECIAL PROVISIONS****SECTION 1000. TURF MAINTENANCE****1000-1 MOWING AND EDGING OF TURF.**

The Contractor shall mow and edge all turf grass. Generally, the turf grass shall be mowed to maintain a height of no less than one (1) inch and no more than two (2) inches; however, site-specific mowing height shall be designated by Project Manager or his or her representative. Mowing frequency shall occur according to the Service Level listed in the City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations for Maintenance Assessment Districts Chart available at the end of these Special Provisions ("Chart") for that particular district; for example, in a district with Service Level B, Contractor shall mow once every two (2) weeks. All turf grass shall be edged along sidewalks, 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 or his or her representative. The Contractor shall pick up and dispose of all grass clippings after each mowing operation, or a mulching deck may be utilized upon approval by Project Manager or his or her representative.

**1000-2 SOIL AERIFICATION AND THATCH REMOVAL.**

The Contractor shall perform soil aerification for all turf grass areas according to the Service Level listed in the Chart for that particular district. For Service Level A, soil aerification shall be completed in October, March and June. For Service Level B and C, soil aerification shall be completed in March. Aerification shall be done with a power driven aerifier using ½ inch coring tine. The schedule must be pre-approved by the Project Manager or his or her representative. Additionally, Contractor shall notify Project Manager or his or her representative with a written schedule one (1) week prior to the date of aerification commencement.

The Contractor shall remove thatch build up in the sod layer according to the Service Level listed in the Chart for that particular district; for example, in a district with Service Level A, Contractor must dethatch annually. Dethatching shall be completed in November. The schedule must be pre-approved by the Project Manager or his or her representative. Thatch removal shall be performed with a power-driver verticutting machine. All grass clippings associated with this process shall be removed from the site and disposed of at the Contractor's expense. The thatch removal shall precede the aerification process. The verticutting shall be performed on all turf areas.

**1000-3 FERTILIZATION.**

The Contractor shall fertilize all turf grass, shrubs, ground cover and vines according to the Service Level listed in the Chart for that particular district. The schedule must be pre-approved by the Project Manager or his or her representative. Fertilizer shall be delivered to the site in the original unopened container, bearing the manufacturer's guarantee analysis. Any fertilizer that becomes caked or damaged, making it unsuitable for use, will not be accepted. Immediately following application at each site, Contractor shall thoroughly water the fertilizer into the soil. The Project Manager or his or her representative shall be notified with a written schedule one (1) week prior to the date of the application by the Contractor. Such notification will be subject to approval by the Project Manager or his or her representative. A City representative may be present during fertilization. Dispersible granular formulations shall be used on all turf to help incorporate the fertilizer into the turf and prevent/reduce the visibility of the fertilizer pellets.

Any deviation from the schedule requires the written pre-approval of the Project Manager or his or her representative. All fertilization products must be pre-approved by the Project Manager or his or her representative prior to fertilizing.

**1000-4 PESTICIDE APPLICATION.**

The Contractor shall control and eliminate all weeds, insects, rodents, diseases and any other pests affecting all plant material. The Contractor's applicator shall hold a valid Qualified Applicator Certificate issued by the California Department of Pesticide Regulation. Any quarterly pesticides used must be on the California Department of Pesticide Regulation's approved chemical list. All pesticide use reports shall be submitted to the Ventura County Agriculture Commissioner and a copy shall be forwarded to the Project Manager. Recommendations need to be procured before application of materials. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Ventura County Agriculture Commissioner. In addition, all pesticides used must have the written approval of the Project Manager or his or her representative before application. The Contractor shall notify the Project Manager or his or her representative three (3) days before application of pesticides. Upon completion of application, the Contractor shall submit to the Project Manager or his or her representative a copy of all pesticide use reports within 24 hours. Contractor shall provide name and license number of personnel spraying the chemicals. Contractor to ensure proper signage is installed prior to pesticide application per City, County and Federal standards. Current standard is to post treatment of park turf areas two (2) days prior to application as notification to residents.

**1000-5 IRRIGATION.**

The Contractor shall maintain all irrigation systems as required to maintain proper plant growth in all areas. This shall include manual watering by use of hose bibs and quick couplers in addition to, in conjunction with, or in the absence of automatic irrigation systems. 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. The City reserves the right to require Contractor to change the watering schedule as necessary.

The Contractor shall carefully apply irrigation water 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 by the Contractor according to the Service Level listed in the Chart for that particular district. The interior of the irrigation controller and booster pump enclosure shall be cleaned annually.

**1000-5-1**

The Contractor shall maintain and/or replace all irrigation systems and appurtenances. Replacement of irrigation labor costs to be included in this bid. Materials and supplies for the replacement of irrigation may be provided by contractor for an additional fee if pre-approved by the Project Manager or his or her representative. Each such system must include: backflow prevention devices, electrical and battery-operated irrigation controllers, remote control valves, all valve boxes, gate valves, quick coupling valves, quick coupler boxes, valve box covers, all utility covers, main lines, control wiring, lateral lines, all fittings and riser assemblies, hose bibs, sprinkler heads, vandal-proof enclosures and any other irrigation related items. Replacement of any irrigation items shall be with the same manufacturer and in accordance with the manufacturer's installation recommendations unless otherwise pre-approved by the Project Manager or his or her representative. All other irrigation replacement shall be subject to approval by the Project Manager or his or her representative. Contractor shall maintain all irrigation equipment in good working condition such that it shall function properly at all times. Contractor shall regularly inspect irrigation systems, including a sprinkler coverage test, on designated service days. As determined by the City, all routine maintenance labor shall be provided at the Contractor's expense. Additional repair and replacement items not considered routine maintenance will be a separate item subject to the City's Public Projects bid requirements. Contractor shall turn off all irrigation controllers during periods of rain and turn them back on and reprogram them at the end of the rainy period.

**1000-5-2**

Watering schedule and maintenance of irrigation systems must adhere to the City's Water Ordinance No. 2810.

Once City notifies Contractor of any irrigation related issues, Contractor must respond within 24 hours with a resolution.

**1000-6      *TURF WEED CONTROL***

Contractor shall keep all turf grass areas weed-free and treated for broadleaf weed control according to the Service Level listed in the Chart; for example, in a district with Service Level A, Contractor shall complete, control and eradicate all weeds weekly. Contractor shall do this for that particular district with a product to be pre-approved by the Project Manager or his or her representative.

Contractor shall ensure that all curbs and gutters, paved walkways, stamped concrete, and joints adjacent to landscaped areas, fence lines, light standard bases, buildings and structures are free of all weeds. Herbicides may be used for weed control upon prior approval by the Project Manager or his or her representative. Tree wells should be maintained by a pesticide approved by the Project Manager or his or her representative.

**SECTION 2000.      SHRUB, VINE AND GROUNDCOVER MAINTENANCE****2000-1      *PRUNING AND EDGING.***

The Contractor shall prune all shrubs, groundcover and vines. Shrubs shall be pruned as needed for natural shape, pest control and line of site issues for safe flow of traffic to the satisfaction of the Project Manager or his or her representative. Contractor shall prune 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. Contractor shall prevent all plant growth from entering onto the walkways, roadways, hard surface areas, and along fences and walls. Contractor shall remove faded or dead flower heads or their stalks and plant leaves on a weekly basis or according to the Service Level listed in the Chart for that particular district. Contractor shall remove 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 pre-approved by the Project Manager his or her representative. Vines on walls shall be maintained at a height 4-6" below the top of the block wall and a depth no greater than four inches (4") from the wall.

**2000-2      *GROUNDCOVER PRUNING.***

Groundcover shall be pruned as needed, according to the Project Manager or his or her representative, to maintain separation away from base of trees, shrub masses, and hardscapes. All pruning debris shall be removed from the site at contractor's expense.

**2000-3      *FERTILIZATION.***

Contractor shall make recommendations as to the proper formulation and rates of fertilizers to maintain healthy, vigorous, growing plants according to the Service Level listed in the Chart for that particular district. Final approval regarding which products to be used will be the responsibility of the Project Manager or his or her representative. Contractor shall apply any minor nutrients needed to maintain healthy plant material. Please refer to section 1000-3 for additional Fertilization information.

**2000-4      *INSECT AND DISEASE CONTROL.***

On designated service days, Contractor shall inspect and treat for any insect or disease related



problems.

#### **2000-5 WATER.**

Contractor shall monitor moisture levels in irrigated and in non-irrigated bed areas and report any problems, in writing, that may be present during maintenance visits. Contractor is responsible for damage to plants that were not reported to the City in writing and shall be responsible for replacement of these items. All watering must adhere to the City's Water Ordinance No. 2810.

#### **2000-6 BED WEED CONTROL.**

Contractor shall control weeds in bed areas by mechanical, physical and chemical methods. Bed areas are to be maintained to control and strive to eliminate weeds. For example, in a district with Service Level A, Contractor shall inspect, control and eradicate all weeds weekly.

### **SECTION 3000. TREE MAINTENANCE**

#### **3000-1 PRUNING.**

The Contractor or his or her representative shall possess a valid arborist certification from the International Society of Arboriculture or similar program approved by the City. This arborist must oversee all pruning work including root pruning and certifying all work meets requirements. City may require that the certified arborist directly supervise any staff completing tree work on property. All pruning work shall conform to the current ANSI A300 5.3 Pruning Standard in conjunction with the International Society of Arboriculture Publication. Cleaning shall consist of selective pruning to remove one or more of the following parts: dead, diseased, crossing, touching, and broken branches. Thinning shall consist of selective pruning to reduce density of live branches. Thinning should result in an even distribution of branches on individual limbs and throughout the crown of the tree. Raising shall consist of selective pruning to provide specified vertical clearance. Reduction shall consist of selective pruning to decrease height and/or spread as specified. Safety pruning is to trim a tree given careful consideration to the tree site, surroundings, height, overhang and potential of failure. Pollarding, topping and lion tailing shall be considered unacceptable pruning practices for trees.

Contractor shall prune, shape and structure trees according to the Service Level listed in the Chart for that particular district and root pruning as needed; for example, in a district with Service Level A, Contractor must selectively prune shrubs and trees as required to prevent encroachment and maintain the shrub's and tree's natural form.

There shall not be any removal of trees under this Contract. No topping of trees will be allowed. Tree pruning shall be done to prevent encroachment of walkways, streets and to preclude obstruction of signs. Pruning is to be scheduled according to the Service Level listed in the Chart for that particular district. Water sprout growth on trunk and in main crotch and sucker growth shall be removed throughout the year. A four inch (4") ring of bare soil or mulch will be maintained around each tree to prevent string trimmer/mower damage and competition from turf/groundcover roots. Roots growing around base of tree causing girdling to the trunk area are to be removed. Branches with growth that is crossing or causing rubbing shall be removed to ensure the health of the tree.

Contractor shall remove and dispose of dead or dying palm fronds weekly. Dying palm fronds shall be pruned in a manner 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 cuts shall adhere to current ANSI A300 standards and ISA tree pruning guidelines in conjunction with the International Society of Arboriculture Publication.

#### **3000-2 FERTILIZATION.**

Contractor shall fertilize all palm trees using a combination of blood meal and Agriform (slow release)

tablets as needed by installing eight (8) holes around the palm trees. These holes shall be two inches (2") in diameter by twelve inches (12") deep and shall be uniformly located around the base of the palm trees, filled with blood meal, and completely watered in. All other trees shall be maintained in accordance with current ANSI A300 fertilization standards in conjunction with the International Society of Arboriculture Publication.

### **3000-3      *INSECT AND DISEASE CONTROL.***

On designated service days, Contractor shall inspect and treat for any insect- or disease-related problems. Contractor is required to notify City and make recommendations, in writing, of all other trees that may need supplemental insect and disease control.

### **3000-4      *WATER.***

The Contractor shall provide proper watering of trees, whether done by automated irrigation systems or manually with the use of a hose. Trees shall be maintained in an upright manner and shall be staked as necessary to maintain this position per ANSI guidelines. Watering must adhere to the City's Water Ordinance No. 2810.

### **3000-5      *STAKING.***

The Contractor will attach tree stakes as needed to support tree growth. The Contractor shall remove or loosen any and all tree stakes and/or ties before damage to the trunk is caused by girdling. The Contractor shall take all precautions necessary to prevent damage to trees by any device used to accomplish the terms of the contract per ANSI guidelines.

## **SECTION 4000.      *GENERAL SITE MAINTENANCE***

### **4000-1      *LITTER AND DEBRIS CONTROL.***

All areas of maintenance responsibility, including but not limited to paved parking that is not on-street parking in front of residences, 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 the Contractor's expense. Litter and debris pick-up and removal shall be done according to the Service Level listed in the Chart for that particular district and shall include sidewalks adjacent to areas of responsibility. This includes curb and gutter areas.

### **4000-2      *PARK AMENITIES***

Contractor must notify the Project Manager or his or her representative of any deficiencies to the park amenities including but not limited to play structures, exercise stations restrooms, tennis courts, benches, picnic tables, trash receptacles and mutt-mitt stations on designated service days. Maintenance of park amenities including restrooms, playgrounds, tennis courts, benches, picnic tables, trash receptacles, and dog mutt-mitt dispensers will be maintained through a separate janitorial contract. However, if Contractor notices any park amenities that need service or repair, they are to be reported to the City for corrective action. It is the responsibility of the Contractor to ensure paths of travel are free of any sand, wood chips, or other material that may cause a hazard.

### **4000-3      *ELECTRICAL SYSTEM LIGHTING.***

If applicable to the district, the Contractor shall regularly inspect all electrical lighting systems, including, but not limited to, all lighting fixtures, luminaire, ballast or bulb located on the premises of the Work site and report deficiencies to the Project Manager or his or her representative. Contractor shall inspect all lights and timers on a weekly basis. All repairs shall be handled by an outside Electrician and is not included in this contract.

**4000-4 WATER AND ELECTRICAL COSTS.**

The City shall be responsible for paying all water and electrical costs at the site. However, the Contractor shall make every effort to conserve these resources and must ensure that during the rainy season, all irrigation systems are turned off and turned back on per direction of the City. Watering must adhere to the City's Water Ordinance No. 2810.

**4000-5 GRAFFITI**

The Contractor shall include all labor and material costs for removal of graffiti from contracted areas as stated in the Service Level document. Such items for repair, removal, replacement or other corrective measures resulting from graffiti include but are not limited to: shrubs, trees, vines, turf, groundcover, all walls and signs, backflow devices, irrigation controllers, remote control wiring, lateral lines, fittings, risers, hose bibs, sprinkler heads, enclosures, or any item within the contracted district that has been vandalized by graffiti. Graffiti shall be removed with chemical/pressure washer on all non-painted surfaces. Under no circumstances do we paint over graffiti on sidewalks, curbs/gutter, block walls or pilasters, monument signs or similar items. Graffiti on painted surfaces shall be removed and the area shall be repainted if necessary. Etching shall be sanded until the etching has been removed. The Contractor shall provide all labor and material to remove graffiti within 24 hours of notification. Any graffiti deemed by the City to be excessive, major or out of the scope of the contract may be assigned to another contractor to complete the removal.

**4000-6 VANDALISM AND THEFT.**

The Contractor shall include all labor costs for repairs within the Bid. City to provide all materials. Such items for repair, removal, replacement or other corrective measures resulting from vandalism and theft may include but are not limited to shrubs, trees, vines, turf, groundcover, all walls and signs, backflow devices, irrigation controllers, remote control wiring, lateral lines, fittings, risers, hose bibs, sprinkler heads, enclosures, or any item that has been vandalized by methods other than graffiti or have been stolen from the property. The Contractor shall make all repairs within 24 hours, unless previously approved by the Project Manager or his or her representative, to remove, replace or otherwise correct items affected by vandalism and theft.

**4000-7 LANDSCAPE REPLACEMENT.**

Contractor must replant landscape areas that fail to thrive as a result of the Contractor or its maintenance or horticultural practices. Contractor shall identify these areas and submit a list of them in writing to the Project Manager or his or her representative. All maintenance of replanted material will be the responsibility of the Contractor, whether planted by the Contractor or some other entity during the Contract Term.

**4000-8 INSPECTIONS.**

Upon execution of the Contract, Contractor and City will perform a thorough inspection of all landscaping and irrigation in each district to determine if there are deficient areas prior to the beginning of services.

Contractor or representative shall be available to perform regular inspections of the assessment district(s) with the Project Manager or his or her representative. Inspections shall occur once per month at an agreed-upon time.

**4000-9 RESPONSE AND INQUIRIES.**

The Contractor shall be required to respond (within 30 minutes) to any inquires, telephone calls, and emergency situations emanating from City staff. The Contractor shall have the ability to be contacted by

phone from its office whenever such situations occur on a 24 hour basis, seven (7) days per week. Contractor shall have sufficient staff available to respond to emergencies such as emergency tree work, water main break and irrigation failure.

#### **4000-10      *TRAFFIC CONTROL.***

Traffic control is the responsibility of the Contractor rather than of the City. If required by the City, Contractor must submit a traffic control plan to the City Traffic Engineer. The City to pay for all traffic control permits.

#### **4000-11      *DETENTION BASIN FENCES AND GENERAL FENCE MAINTENANCE.***

If applicable to the district, on designated service days, Contractor shall perform a visual inspection, looking for missing and/or damaged parts. Monthly, the fence will be thoroughly inspected for damaged or missing bars, loose footings, and chipped paint. Irrigation heads must be operating in a manner as to not spray the fence. Any issue found during inspections will be reported in writing to the Project Manager or his or her designated representative. If a hazardous condition exists, Contractor must make necessary adjustments to ensure the area is safe. Annually, at minimum, detention basin fencing should be pressure washed to remove any webs, plant material and dirt from the fence.

#### **4000-12      *DETENTION BASINS.***

Contractor shall trim away any plant material from the fence to mitigate encroachment of plant materials between public areas and detention basins quarterly. Contractor should maintain all vegetation within the detention basin on an annual basis in the month of October, trimming plant material to provide for maintenance access and visibility. Contractor shall clean out any detention basin drains annually to ensure adequate drainage for the rainy season. Contractor shall notify Project Manager or his or her representative of any dead or dying plant material so it can be replaced to mitigate erosion.

#### **4000-13      *NATURE TRAIL.***

Contractor shall maintain the designated areas of the Nature Trail quarterly for weed control and tree maintenance.

#### **4000-14      *SOFTWARE.***

Contractor will be required to utilize the Cappsure program during the term of the contract. Usage of the program will include, but is not limited to property check-ins, deficiency reporting, work orders, inventory management, etc. There will be no cost to the Contractor and initial set up and training will be offered by the City of Oxnard once the contract is awarded.

#### **4000-15      *DOG PARK***

Contractor will work with Project Manager or his or her representative to schedule a regular closure day and time for dog park maintenance.

### **SECTION 5000.      *LANDSCAPE MAINTENANCE, FERTILIZATION, WEED AND INSECT CONTROL SPECIFICATION SHEET***

#### **5000-1      *INSTRUCTIONS FOR USE.***

All pesticides, insecticides, fertilizers, and any other chemical products must be used in strict compliance with labels and instructions. Applications must comply with all state and federal regulations. The specifications contained herein are intended to be consistent with current label instructions. In the event the specifications conflict with instructions on the pesticide labels, the label instructions shall govern. MSDS (Material Safety Data Sheets) forms shall be placed in visible locations prior to spray applications.

**5000-2        *CHEMICALS AND FERTILIZERS.***

Contractor, rather than the City, shall apply all chemicals and fertilizers.

**5000-3        *WEATHER.***

Chemical types and applications must be applied based upon the weather conditions.

**5000-4        *INSECT, DISEASE AND NUTRIENT PROBLEMS.***

Contractor shall control any insect, disease, or nutrient problems that may occur during the year.

**5000-5        *EXTRA VISITS.***

Contractor shall make necessary visits during the year to correct any problems that may occur during the Contract Term.

**5000-6        *NUTRIENTS.***

Contractor shall apply proper soil nutrients required to maintain a balanced soil. City to pay for all soil tests to determine what nutrients are needed for the soil.

**5000-7 *VERTEBRATE (PEST) CONTROL.***

Gopher and rodent problems are to be addressed according to the Service Level listed in the Chart for that particular district. Vertebrate pest control abatement shall include the following locations but are not limited to turf, planter beds, shrubbery, vines, ground cover or in association with tree maintenance. Written notification of the type of pesticide to be used and frequency of application must be submitted to the Project Manager or his or her representative for pre-approval. All other vertebrate pest problems shall be handled on a case-by-case basis.

**City of Oxnard Landscape Maintenance Service Levels and Frequency of  
Operations for Assessment Districts Version 3**

| Turf Maintenance Schedule                                                                              | Frequency                   | Level of Service |   |   |   |   |
|--------------------------------------------------------------------------------------------------------|-----------------------------|------------------|---|---|---|---|
|                                                                                                        |                             | A                | B | C | D | F |
| Mowing, Edging & Trimming around sprinkler heads                                                       | Weekly                      | X                |   |   |   |   |
|                                                                                                        | Every 2 Weeks               |                  | X |   |   |   |
|                                                                                                        | Every Third Week            |                  |   | X |   |   |
|                                                                                                        | Monthly                     |                  |   |   | X |   |
|                                                                                                        | Quarterly                   |                  |   |   |   | X |
| Aerate to relieve compaction and stress                                                                | 3x per Year                 | X                |   |   |   |   |
|                                                                                                        | Annually                    |                  | X | X | X |   |
|                                                                                                        | Not Performed               |                  |   |   |   | X |
| Dethatch (remove thatch layer to promote growth)                                                       | Annually                    | X                | X | X |   |   |
|                                                                                                        | Not performed               |                  |   |   | X | X |
| Overseed Stressed Areas                                                                                | Bi-Annually                 | X                |   |   |   |   |
|                                                                                                        | Annually                    |                  | X | X |   |   |
|                                                                                                        | Not Performed               |                  |   |   | X | X |
| Fertilization Schedule                                                                                 | Frequency                   | Level of Service |   |   |   |   |
|                                                                                                        |                             | A                | B | C | D | F |
| Turf                                                                                                   | Quarterly                   | X                |   |   |   |   |
|                                                                                                        | Bi-annually                 |                  | X |   |   |   |
|                                                                                                        | Annually                    |                  |   | X | X |   |
|                                                                                                        | None                        |                  |   |   |   | X |
| Shrubs, Ground Cover and Vines                                                                         | Monthly                     | X                |   |   |   |   |
|                                                                                                        | Quarterly                   |                  | X |   |   |   |
|                                                                                                        | Bi-annually                 |                  |   | X |   |   |
|                                                                                                        | Annually                    |                  |   |   | X |   |
|                                                                                                        | None                        |                  |   |   |   | X |
| Trash and Debris Removal                                                                               | Frequency                   | Level of Service |   |   |   |   |
|                                                                                                        |                             | A                | B | C | D | F |
| Entire Area including but not limited to: Turf, Shrubs, Groundcover and Gutters                        | Daily                       | X                |   |   |   |   |
|                                                                                                        | Weekly                      |                  | X | X | X |   |
|                                                                                                        | Monthly                     |                  |   |   |   |   |
|                                                                                                        | Not Performed               |                  |   |   |   | X |
| Graffiti                                                                                               | Frequency                   | Level of Service |   |   |   |   |
|                                                                                                        |                             | A                | B | C | D | F |
| Inspect and remove as needed                                                                           | Daily                       | X                |   |   |   |   |
|                                                                                                        | Weekly                      |                  | X |   |   |   |
|                                                                                                        | Every two weeks             |                  |   | X |   |   |
|                                                                                                        | Monthly                     |                  |   |   | X |   |
|                                                                                                        | When reported               |                  |   |   |   | X |
| Pest Control Schedule                                                                                  | Frequency                   | Level of Service |   |   |   |   |
|                                                                                                        |                             | A                | B | C | D | F |
| Complete control and/or eradication of all plant pests within the landscape on designated service days | Spray and Treat as required | X                | X | X | X |   |
|                                                                                                        | Not performed               |                  |   |   |   | X |
| Weed Control Schedule                                                                                  | Frequency                   | Level of Service |   |   |   |   |
|                                                                                                        |                             | A                | B | C | D | F |
| Complete control and/or eradication of all weeds within the landscape as scheduled                     | Daily                       | X                |   |   |   |   |
|                                                                                                        | Every 2 Weeks               |                  | X |   |   |   |
|                                                                                                        | Every Third Week            |                  |   | X |   |   |
|                                                                                                        | Monthly                     |                  |   |   | X |   |
|                                                                                                        | Quarterly                   |                  |   |   |   | X |

**City of Oxnard Landscape Maintenance Service Levels and Frequency of  
Operations for Assessment Districts Version 3**

| Irrigation                          |                                                                                                  | Frequency             | Level of Service |   |   |   |   |
|-------------------------------------|--------------------------------------------------------------------------------------------------|-----------------------|------------------|---|---|---|---|
|                                     |                                                                                                  |                       | A                | B | C | D | F |
| Inspect and adjust/repair as needed |                                                                                                  | Daily                 | X                |   |   |   |   |
|                                     |                                                                                                  | Every two weeks       |                  | X |   |   |   |
|                                     |                                                                                                  | Every Third week      |                  |   | X |   |   |
|                                     |                                                                                                  | Quarterly             |                  |   |   | X |   |
|                                     |                                                                                                  | Respond to complaints |                  |   |   |   | X |
| Pruning and Trimming Schedule       |                                                                                                  | Frequency             | Level of Service |   |   |   |   |
|                                     |                                                                                                  |                       | A                | B | C | D | F |
| Groundcover/<br>Vines/Shrubs        | Trim to prevent encroachment                                                                     | Weekly                | X                |   |   |   |   |
|                                     |                                                                                                  | Monthly               |                  | X | X |   |   |
|                                     |                                                                                                  | Quarterly             |                  |   |   | X |   |
|                                     |                                                                                                  | Semi-annually         |                  |   |   |   | X |
|                                     |                                                                                                  |                       |                  |   |   |   |   |
| Trees                               | Maintain all trees in their natural shape to 13.5' above street and 9' above sidewalks monthly   |                       | X                |   |   |   |   |
|                                     | Maintain all trees in their natural shape to 13.5' above street and 9' above sidewalks quarterly |                       |                  | X |   |   |   |
|                                     | Trim as needed to prevent encroachments or hazards                                               |                       |                  |   | X | X |   |
|                                     | Report encroachments or hazards                                                                  |                       |                  |   |   |   | X |

**WAGON WHEEL DISTRICTS' SITE MAP**

(Copies are available for purchase at CyberCopy in Ventura)



**City of Oxnard Landscape Maintenance Service Levels and Frequency of  
Operations for Assessment Districts Version 3**

| Turf Maintenance Schedule                        | Frequency        | Level of Service |   |   |   |   |
|--------------------------------------------------|------------------|------------------|---|---|---|---|
|                                                  |                  | A                | B | C | D | F |
| Mowing, Edging & Trimming around sprinkler heads | Weekly           | X                |   |   |   |   |
|                                                  | Every 2 Weeks    |                  | X |   |   |   |
|                                                  | Every Third Week |                  |   | X |   |   |
|                                                  | Monthly          |                  |   |   | X |   |
|                                                  | Quarterly        |                  |   |   |   | X |
| Aerate to relieve compaction and stress          | 3x per Year      | X                |   |   |   |   |
|                                                  | Annually         |                  | X | X | X |   |
|                                                  | Not Performed    |                  |   |   |   | X |
| Dethatch (remove thatch layer to promote growth) | Annually         | X                | X | X |   |   |
|                                                  | Not performed    |                  |   |   | X | X |
| Overseed Stressed Areas                          | Bi-Annually      | X                |   |   |   |   |
|                                                  | Annually         |                  | X | X |   |   |
|                                                  | Not Performed    |                  |   |   | X | X |

| Fertilization Schedule         | Frequency   | Level of Service |   |   |   |   |
|--------------------------------|-------------|------------------|---|---|---|---|
|                                |             | A                | B | C | D | F |
| Turf                           | Quarterly   | X                |   |   |   |   |
|                                | Bi-annually |                  | X |   |   |   |
|                                | Annually    |                  |   | X | X |   |
|                                | None        |                  |   |   |   | X |
| Shrubs, Ground Cover and Vines | Monthly     | X                |   |   |   |   |
|                                | Quarterly   |                  | X |   |   |   |
|                                | Bi-annually |                  |   | X |   |   |
|                                | Annually    |                  |   |   | X |   |
|                                | None        |                  |   |   |   | X |

| Trash and Debris Removal                                                        | Frequency     | Level of Service |   |   |   |   |
|---------------------------------------------------------------------------------|---------------|------------------|---|---|---|---|
|                                                                                 |               | A                | B | C | D | F |
| Entire Area including but not limited to: Turf, Shrubs, Groundcover and Gutters | Daily         | X                |   |   |   |   |
|                                                                                 | Weekly        |                  | X | X | X |   |
|                                                                                 | Monthly       |                  |   |   |   |   |
|                                                                                 | Not Performed |                  |   |   |   | X |

| Graffiti                     | Frequency       | Level of Service |   |   |   |   |
|------------------------------|-----------------|------------------|---|---|---|---|
|                              |                 | A                | B | C | D | F |
| Inspect and remove as needed | Daily           | X                |   |   |   |   |
|                              | Weekly          |                  | X |   |   |   |
|                              | Every two weeks |                  |   | X |   |   |
|                              | Monthly         |                  |   |   | X |   |
|                              | When reported   |                  |   |   |   | X |

| Pest Control Schedule                                                                                  | Frequency                   | Level of Service |   |   |   |   |
|--------------------------------------------------------------------------------------------------------|-----------------------------|------------------|---|---|---|---|
|                                                                                                        |                             | A                | B | C | D | F |
| Complete control and/or eradication of all plant pests within the landscape on designated service days | Spray and Treat as required | X                | X | X | X |   |
|                                                                                                        | Not performed               |                  |   |   |   | X |

| Weed Control Schedule                                                              | Frequency        | Level of Service |   |   |   |   |
|------------------------------------------------------------------------------------|------------------|------------------|---|---|---|---|
|                                                                                    |                  | A                | B | C | D | F |
| Complete control and/or eradication of all weeds within the landscape as scheduled | Daily            | X                |   |   |   |   |
|                                                                                    | Every 2 Weeks    |                  | X |   |   |   |
|                                                                                    | Every Third Week |                  |   | X |   |   |
|                                                                                    | Monthly          |                  |   |   | X |   |
|                                                                                    | Quarterly        |                  |   |   |   | X |

**City of Oxnard Landscape Maintenance Service Levels and Frequency of  
Operations for Assessment Districts Version 3**

| Irrigation                          |                                                                                                  | Frequency             | Level of Service |   |   |   |   |
|-------------------------------------|--------------------------------------------------------------------------------------------------|-----------------------|------------------|---|---|---|---|
|                                     |                                                                                                  |                       | A                | B | C | D | F |
| Inspect and adjust/repair as needed |                                                                                                  | Daily                 | X                |   |   |   |   |
|                                     |                                                                                                  | Every two weeks       |                  | X |   |   |   |
|                                     |                                                                                                  | Every Third week      |                  |   | X |   |   |
|                                     |                                                                                                  | Quarterly             |                  |   |   | X |   |
|                                     |                                                                                                  | Respond to complaints |                  |   |   |   | X |
| Pruning and Trimming Schedule       |                                                                                                  | Frequency             | Level of Service |   |   |   |   |
|                                     |                                                                                                  |                       | A                | B | C | D | F |
| Groundcover/<br>Vines/Shrubs        | Trim to prevent encroachment                                                                     | Weekly                | X                |   |   |   |   |
|                                     |                                                                                                  | Monthly               |                  | X | X |   |   |
|                                     |                                                                                                  | Quarterly             |                  |   |   | X |   |
|                                     |                                                                                                  | Semi-annually         |                  |   |   |   | X |
|                                     |                                                                                                  |                       |                  |   |   |   |   |
| Trees                               | Maintain all trees in their natural shape to 13.5' above street and 9' above sidewalks monthly   |                       | X                |   |   |   |   |
|                                     | Maintain all trees in their natural shape to 13.5' above street and 9' above sidewalks quarterly |                       |                  | X |   |   |   |
|                                     | Trim as needed to prevent encroachments or hazards                                               |                       |                  |   | X | X |   |
|                                     | Report encroachments or hazards                                                                  |                       |                  |   |   |   | X |

City of Oxnard  
300 West 3<sup>rd</sup> Street  
Oxnard, CA 93030

Dated: September 3, 2020

**RE: Intent to Levy Special Taxes for Fiscal Year 2019-20**

Dear Ms. Cooper or Authorized Representative,

DTA has been retained by the California Statewide Communities Development Authority (“CSCDA”) as the administrative consultant for Community Facilities District (“CFD”) No. 2018-01 (Wagon Wheel) located in the City of Oxnard (the “City”) and is sending you this letter in that capacity. You are receiving this letter because you have been identified as an authorized representative for the City (“Authorized Representative”) and DTA requires confirmation from you to levy special taxes for fiscal year (“FY”) 2019-20. The following table identifies the FY 2019-20 maximum CFD special taxes applicable for the City:

| District Name                       | Applicable CFD Special Tax<br>City of Oxnard | Maximum Special Tax<br>FY 2019-20                                                    |
|-------------------------------------|----------------------------------------------|--------------------------------------------------------------------------------------|
| CSCDA CFD No. 2018-01 (Wagon Wheel) | Wagon Wheel Services Special Tax             | \$726 per Dwelling Unit<br>\$243 per Apartment Unit<br>\$12,601 per Undeveloped Acre |

It is important that DTA receive email confirmation that the City intends to levy special taxes for the upcoming fiscal year. Please complete the table below and send to DTA, a copy of this letter with the completed table below.

| District Name                          | Intend to Levy Special<br>Taxes for FY 2019-20 | Total Required Special Tax<br>FY 2019-20 - Estimated |
|----------------------------------------|------------------------------------------------|------------------------------------------------------|
| CSCDA CFD No. 2018-01<br>(Wagon Wheel) | [YES] [NO]                                     |                                                      |
| Authorized Signature                   |                                                | Date                                                 |
| Full Name                              |                                                |                                                      |

Please do not hesitate to contact me at (800) 969-4382 if you have any questions.

Sincerely,

Nathan D. Perez, Managing Director

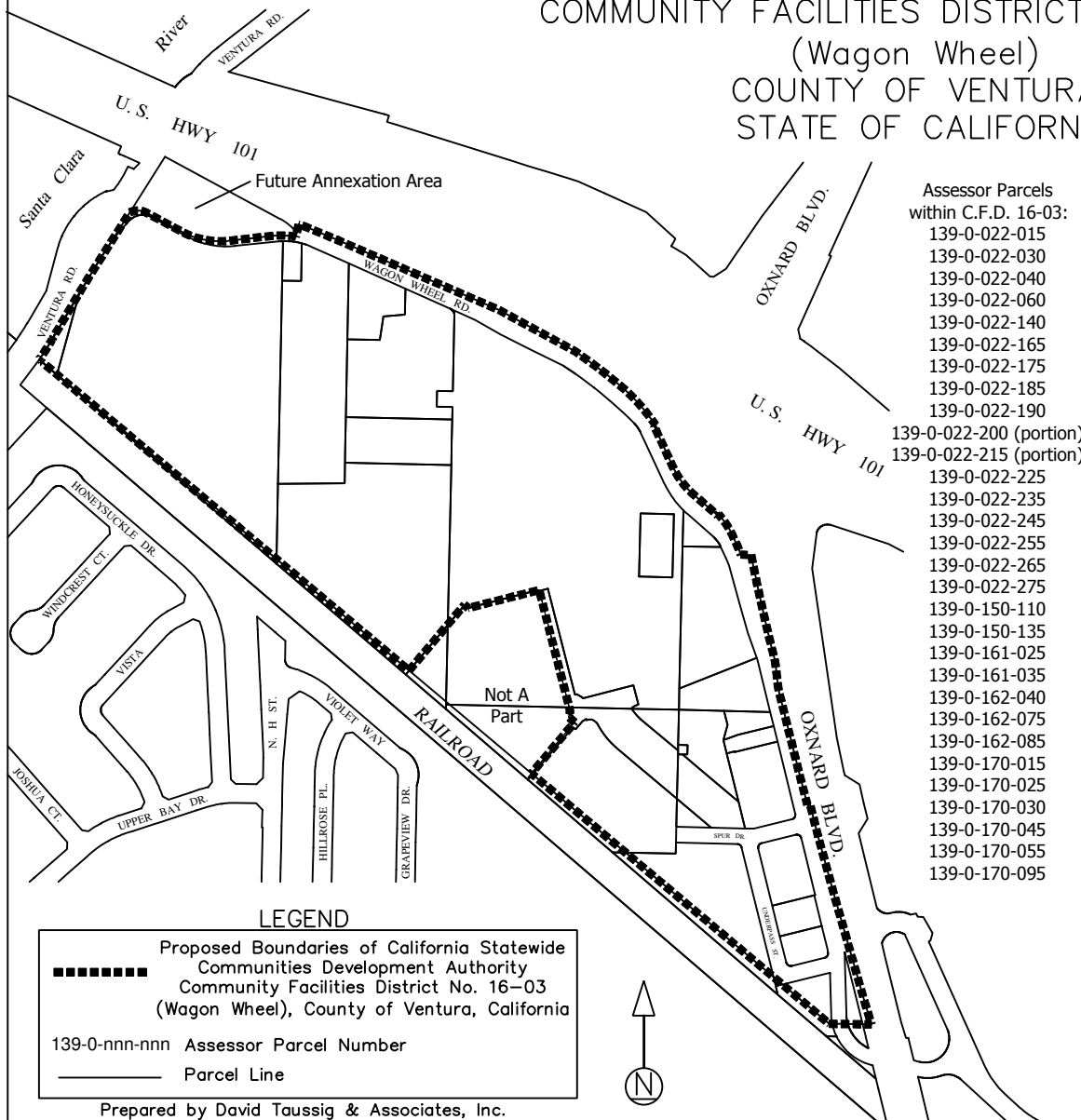
**EXHIBIT F**  
**Wagon Wheel Forecast Annual Maintenance Cost**  
**Fiscal Year \_\_\_\_\_**

| Item                                      | City CFD Obligation<br>and Maintenance | Master HOA (note 1)<br>and Maintenance | City Maintenance and<br>Inspection | Sub Assoc HOA |
|-------------------------------------------|----------------------------------------|----------------------------------------|------------------------------------|---------------|
| <b>LANDSCAPE</b>                          |                                        |                                        |                                    |               |
| Roadway Parkway & Medians                 |                                        |                                        |                                    |               |
| Oxnard Blvd/WW Entrance                   |                                        |                                        |                                    |               |
| Ventura Road/WW Entrance                  |                                        |                                        |                                    |               |
| Lot A Park                                |                                        |                                        |                                    |               |
| Lot B Park                                |                                        |                                        |                                    |               |
| Lot C Park                                |                                        |                                        |                                    |               |
| MUP Undercrossing                         |                                        |                                        |                                    |               |
| MUP/Exercise Eqmt                         |                                        |                                        |                                    |               |
| Caltrans Edge                             |                                        |                                        |                                    |               |
| Reserve (not incl MUP underx)             |                                        |                                        |                                    |               |
| Total (2)                                 |                                        |                                        |                                    |               |
| <b>Park &amp; Ride</b>                    |                                        |                                        |                                    |               |
| 50 spaces and Kiosks Maint                |                                        |                                        |                                    |               |
| Reserve                                   |                                        |                                        |                                    |               |
| <b>Structures</b>                         |                                        |                                        |                                    |               |
| Lot 16 and 17 MUP Walls Reserve           |                                        |                                        |                                    |               |
| MUP Undercrossing Reserve                 |                                        |                                        |                                    |               |
| <b>STORM DRAIN UNITS</b>                  |                                        |                                        |                                    |               |
| Labor Crew & Equipment                    |                                        |                                        |                                    |               |
| Disposal                                  |                                        |                                        |                                    |               |
| units and filter replacements             |                                        |                                        |                                    |               |
| <b>FLOOD PROTECTION</b>                   |                                        |                                        |                                    |               |
| Annual Flood Wall Maintenance/ Inspection |                                        |                                        |                                    |               |
| Annual Material Replacement / Labor       |                                        |                                        |                                    |               |
| Five Year Certification & FEMA Report     |                                        |                                        |                                    |               |
| Walls and Gate Reserve                    |                                        |                                        |                                    |               |
| <b>SOUND WALLS &amp; INT LANDSCAPE</b>    |                                        |                                        |                                    |               |
| Caltrans Edge                             |                                        |                                        |                                    |               |
| Oxnard Blvd Edge                          |                                        |                                        |                                    |               |
| UPRR Edge                                 |                                        |                                        |                                    |               |
| Interior Landscape/Amenities              |                                        |                                        |                                    |               |
| <b>Speical Districts Admin Costs</b>      |                                        |                                        |                                    |               |
| Administrative                            |                                        |                                        |                                    |               |
| Monthly Site Inspections                  |                                        |                                        |                                    |               |
| Budget Administration                     |                                        |                                        |                                    |               |
| <b>Total Annual Budget</b>                |                                        |                                        |                                    |               |

SHEET 1 OF 1

PROPOSED BOUNDARIES OF  
CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY  
COMMUNITY FACILITIES DISTRICT NO. 16-03  
(Wagon Wheel)  
COUNTY OF VENTURA  
STATE OF CALIFORNIA

Reference is hereby made to the Assessor maps of the County of Ventura for a description of the lines and dimensions of these parcels.



Assessor Parcels within C.F.D. 16-03:

139-0-022-015  
139-0-022-030  
139-0-022-040  
139-0-022-060  
139-0-022-140  
139-0-022-165  
139-0-022-175  
139-0-022-185  
139-0-022-190  
139-0-022-200 (portion)  
139-0-022-215 (portion)  
139-0-022-225  
139-0-022-235  
139-0-022-245  
139-0-022-255  
139-0-022-265  
139-0-022-275  
139-0-150-110  
139-0-150-135  
139-0-161-025  
139-0-161-035  
139-0-162-040  
139-0-162-075  
139-0-162-085  
139-0-170-015  
139-0-170-025  
139-0-170-030  
139-0-170-045  
139-0-170-055  
139-0-170-095

- (1) Filed in the office of the Secretary of California Statewide Communities Development Authority this \_\_\_\_ day of \_\_\_\_\_, 2016.

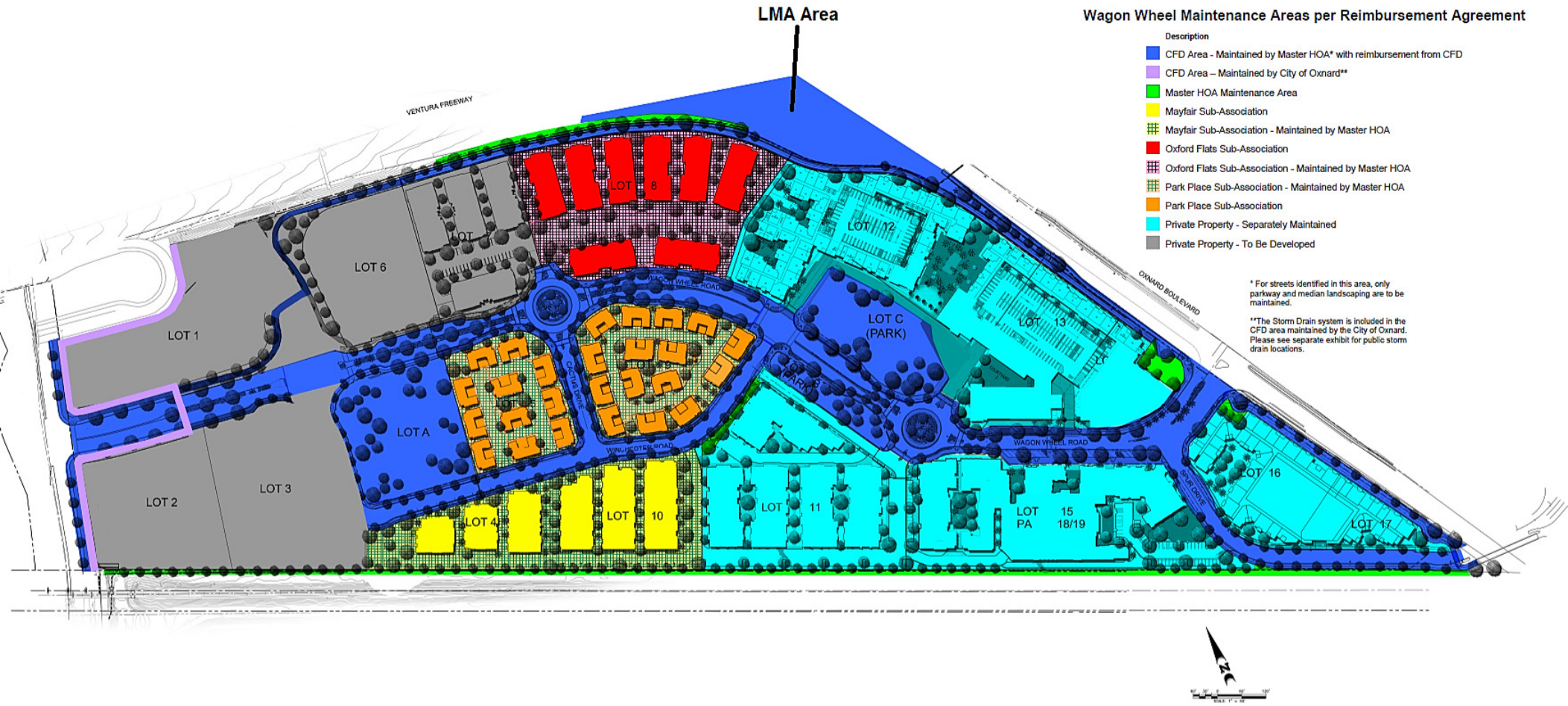
\_\_\_\_\_  
Secretary, California Statewide Communities Development Authority

- (2) I hereby certify that the within map showing the proposed boundaries of California Statewide Communities Development Authority Community Facilities District No. 16-03 (Wagon Wheel), County of Ventura, State of California, was approved by the Commission of the California Statewide Communities Development Authority at a regular meeting thereof, held on this \_\_\_\_ day of \_\_\_\_\_, 2016, by its Resolution No. \_\_\_\_\_.

\_\_\_\_\_  
Secretary, California Statewide Communities Development Authority

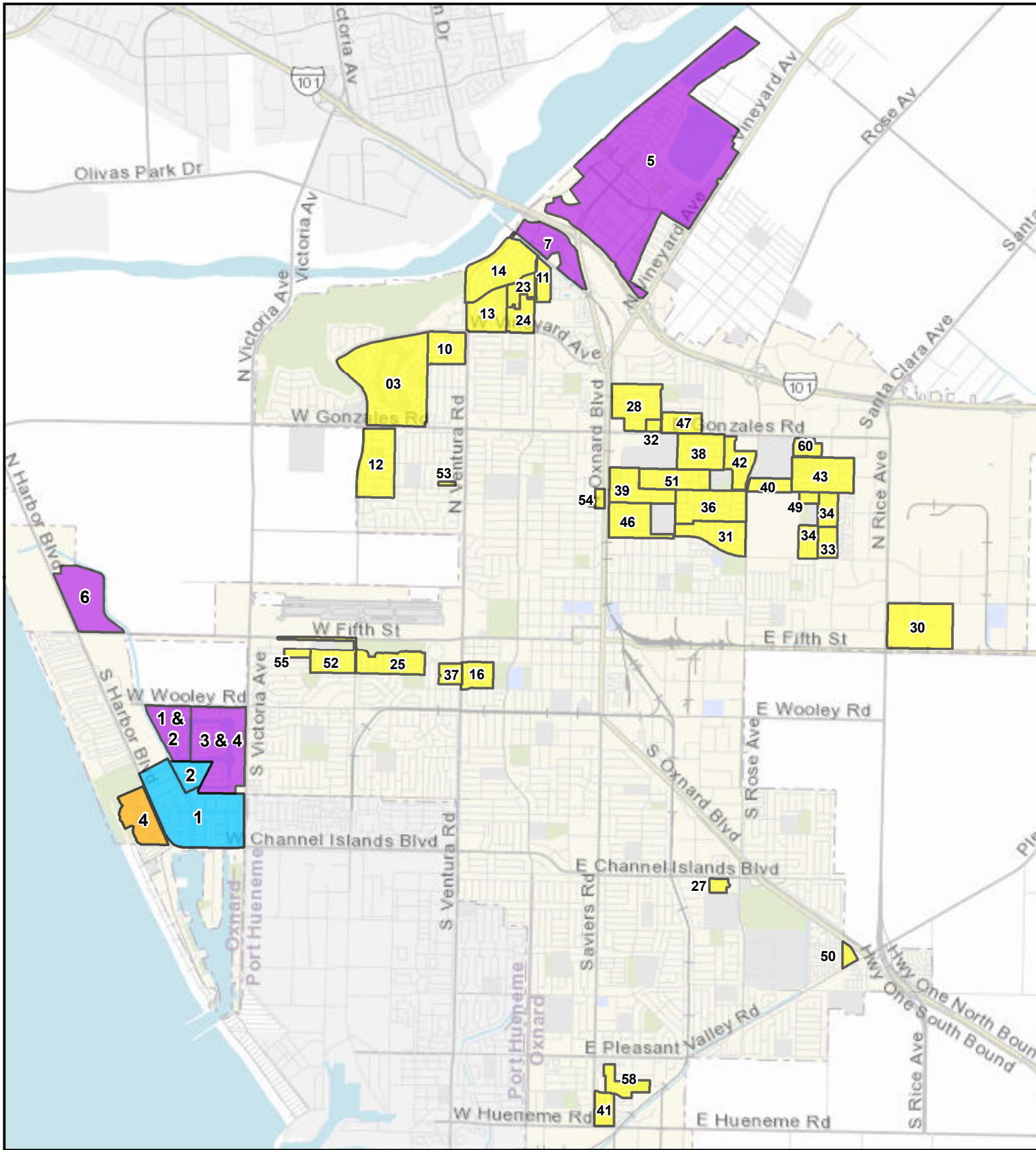
- (3) Filed this \_\_\_\_ day of \_\_\_\_\_, 2016, at the hour of \_\_\_\_ o'clock \_\_\_\_m, in Book \_\_\_\_\_ of Maps of Assessment and Community Facilities Districts at Page \_\_\_\_\_ and as Instrument No. \_\_\_\_\_ in the office of the County Recorder in the County of Ventura, State of California.

Mark A. Lunn,  
Clerk and Recorder/Registrar of Voters  
By \_\_\_\_\_ Deputy  
Fee \_\_\_\_\_





# CITY OF OXNARD ASSESSMENT DISTRICTS



- Maintenance Assessment District (District No.)
- Community Facilities District (District No.)
- Waterway Assessment District (Zone No.)
- Landscape Maintenance District (District No.)



## CITY COUNCIL AGENDA REPORT

### PUBLIC HEARINGS AGENDA ITEM NO. M.1

**DATE:** October 6, 2020

**TO:** City Council

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

**SUBJECT:** First Amendment of the 2020 Annual Action Plan CARES Act for Coronavirus Response Grants and Adoption of an addendum to the Citizen Participation Plan. (10/10/10)

### RECOMMENDATION

That the City Council:

1. Conduct a public hearing to receive comments from the public relating to the following documents to be submitted to the United States Department of Housing and Urban Development, Office of Community Planning and Development;
  - a. 2020 Annual Action Plan CARES Act Amendment;
  - b. Addendum to the Citizen Participation Plan;
2. Approve the 2020 Annual Action Plan CARES Act Amendment, inclusive of proposed activities that conform with Community Development Block Grant and Emergency Solutions Grant requirements, as well as CARES Act requirements described below;
3. Authorize the City Manager to incorporate any recommended changes resulting from public input to the Annual Action Plan CARES Act Amendment and Addendum to the Citizen Participation Plan as directed by the City Council;
4. Authorize the City Manager to execute the required applications, certifications, and other pertinent documents for the submission of the Annual Action Plan CARES Act Amendment to the United States Department of Housing and Urban Development; and
5. Authorize the City Manager to execute HUD agreements and sign all agreements for the implementation of the Annual Action Plan Substantial Amendment including subrecipients, interdepartmental, and intradepartmental agreements.

### BACKGROUND

#### Coronavirus Aid, Relief, and Economic Security Act (CARES Act)

In response to the coronavirus pandemic, the United States Congress approved the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) bill to assist states, counties, cities, individuals and families with the economic impacts resulting from the Coronavirus. The bill was signed into law on March 27, 2020. Community Development Block Grant (CDBG-CV) and Emergency Solutions Grant (ESG-CV) are funded by United States Department of Housing and Urban Development (HUD), Community Planning and Development (CPD). The CARES Act requires that CDBG-CV funds be used to prevent, prepare for, and respond to the coronavirus with activities that are based on public health needs, risk of transmission of coronavirus, number of coronavirus cases compared to the national average, economic and housing disruptions, and other factors as determined by HUD Secretary. ESG-CV funds must be targeted to prevent, prepare for, and respond to the coronavirus pandemic among individuals and families who are homeless or receiving homeless prevention activities to mitigate the impacts of COVID-19.

#### City of Oxnard Allocations



To support the City of Oxnard's responses to the coronavirus pandemic the United States Department of Housing and Urban Development (HUD) has awarded the following CARES Act grant allocations totaling \$8,343,372. Total expected resources for each of the City of Oxnard grant programs from CARES Act funds are \$3,088,367 for Community Development Block Grants (CDBG-CV) and \$5,255,005 for Emergency Solutions Grants (ESG-CV).

The CARES Act grant allocations by the United States Department of Housing and Urban Development (HUD) require a deliberative procedure set forth by HUD that will merge the CARES Act funding with the City of Oxnard's annual action plan, in either Plan Year 2019 or 2020.

### **CARES Act for Coronavirus Response Require a Substantial Amendment to the Annual Action Plan**

The purpose of this amendment is to apply for the allocated CARES Act funding. The City of Oxnard must prepare, submit, and receive approval of a substantial amendment. The amendment herein, will relate to the 2020 Annual Action Plan. Staff deliberated and coordinated identification of effective activities that will comply with the CARES Act requirements as well as the requirements of the United States Department of Housing and Urban Development programs, CDBG-CV and ESG-CV. The amendment will be known as the "City of Oxnard CARES Act Amendment". This amendment will be merged with the 2020 Annual Action Plan. The resulting coronavirus response "proposed activities" meet the mandates of the CARES Act as well as the compliance requirements of the applicable HUD programs.

On June 16, 2020, the City Council approved the 2020-24 Ventura County Regional Consolidated Plan and the 2020 Annual Action Plan. Both plans are expected to be approved by the United States Department of Housing and Urban Development (HUD) in 1st quarter of fiscal year 2020-21. Immediately upon HUD's approval of the 2020 Annual Action Plan, and City Council's approval of this "City of Oxnard CARES Act Amendment", the merged 2020 Annual Action Plan with CARES Act Amendment will be submitted online.

In accordance with the City's Citizen Participation Plan, a public hearing is scheduled to receive public comments. The public hearing is scheduled for October 6, 2020 to receive public comments on the Plan Year 2020 Annual Action Plan CARES Act Amendment, which became available to the public for a 19-day review period beginning September 17, 2020 (and ending on October 6, 2020). Notice of the Public Hearing date were published in the VIDA Newspaper on September 17, 2020 in Spanish and English. The Annual Action Plan is available is available electronically on the City's website.

Waivers to Facilitate CARES Act Funding from HUD.

To facilitate the amendment and eventual reimbursement of CARES Act grant funds, the United States Department of Housing and Urban Development announced that it will provide grantees program flexibility, waivers, and alternative requirements applicable to Coronavirus Response grants.

Staff requested from the United States Department of Housing and Urban Development, an approval for the use of the CARES Act waivers, regulatory flexibilities, and alternative requirements that will facilitate CARES Act related procedures. The waivers were approved effective September 5, 2020. The City of Oxnard is employing two regulatory waivers to expedite the CARES Act grant amendment process:

1. The Secretary of Housing and Urban Development has temporarily waived the requirement that a substantial action plan amendment requires an amendment to the consolidated plan for 2019 and 2020 CARES Act amendments. Thus, we are not required to seek to amend the 2020-24 County of Ventura Regional Consolidated Plan.
2. One of the waivers is employed in the CARES Act amendment process, that is, a waiver that suspends the 30-day noticing requirements in the City of Oxnard Citizen Participation Plan and allows a 5-day noticing period for the 2020 CARES Act amendment. To utilize this waiver, staff proposes the addendum herein to the City of Oxnard Citizen Participation Plan.

### **2020 Annual Action Plan CARES Act Proposed Activities**

Available ESG-CV funding of \$5,255,005, to support homeless programs such as shelter operations, street outreach, homeless prevention, rapid re-housing to prevent, prepare, and responsive d to COVID-19, totaling \$5,255,005. CDBG-CV funding is available to support eligible activities such as public facilities and improvements, public service activities to prevent, prepare, and respond to COVID-19, totaling \$3,088,367.

Staff proposes activities that meet both United States Department of Housing & Urban Development program requirements and CARES Act COVID-19 requirements to prevent, prepare, and respond to activities that will benefit low to moderate income residents of the City of Oxnard. Staff consulted with Community, Housing and Economic Development Committee. The “Proposed Activities” are in Attachment 2.

Any amounts that are unallocated will be made available for other eligible activities to non-profit organizations and other eligible affordable housing, shelter and other program operators, inclusive of City of Oxnard participants.

### **Citizen Participation Plan Amendment**

The U.S. Department of Housing & Urban Development (HUD) requires that Grantees provide opportunities for the public to comment on the proposed amendment of the Annual Action Plan. The plan must provide a summary of citizen comments or views on the plan, a written explanation of comments not accepted and the reasons why these comments were not accepted. In accordance with HUD’s regulatory requirement, the City of Oxnard City Council approved on July 10, 2018, the effective Citizen Participation Plan.

The Addendum to the Oxnard Citizen Participation Plan herein, incorporates the waiver suspending HUD’s 30-day noticing requirement and temporarily allowing an expedited 5 day noticing period for our 2020 CARES Act amendments, current and subsequent amendments. The Addendum to the 2020 Addendum to the Citizen Participation Plan allows City of Oxnard 5 day noticing period for the 2020 CARES Act amendments.

Since the notice period for this 2020 Amendment is 17 days, rather than the previously required 30 days, the 2020 Addendum to the Citizen Participation Plan ratifying HUD’s temporary allowance of a 5-day noticing period is necessary to meet the public notice requirements for annual action plan amendments. The 2020 Addendum to the Citizen Participation Plan is located on the Oxnard Housing Grants Management Division website: <https://www.oxnard.org/city-department/housing/grants-management/>.

### **Conclusion**

The draft 2020 Annual Action Plan CARES Act Amendment and Addendum to the Citizen Participation Plan have been posted for public review, and the October 6, 2020 public hearing is for the purpose of providing members of the public with the opportunity to comment. The full reports are accessible at City of Oxnard Housing Department, Grants Management website: <https://www.oxnard.org/city-department/housing/grants-management/>.

### **STRATEGIC PRIORITIES**

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

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

Objective 1b. Explore alternatives for youth through recreation programs and intervention services. Goal 2. Address homelessness through the development and implementation of a multi-tiered strategy.

Objective 2a. Identify the City's homelessness mission and create a 5-year plan to address homelessness. 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.

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

## **FINANCIAL IMPACT**

The First Amendment of the 2020 Annual Action Plan will outline how the City plans to allocate Cares Act Coronavirus Response grant, CDBG-CV and ESG-CV. This includes CARES Act funds for HUD grant allocations of \$3,088,367 in CDBG-CV and \$5,255,005 for ESG-CV. The grand total of available resources is \$8,343,372. When this item was presented to HEDC had only been notified of \$1,514,428 in CDBG-CV funding, but a new allocation has just increased the total CDBG-CV allocation to \$3,088,367. No additional ESG-CV funds were allocated since this was presented to HEDC. Following the public input to the Annual Action Plan CARES Act Amendment and Addendum to the Citizen Participation Plan, staff will return to City Council to amend the FY 2020-21 Budget.

## **COMMITTEE OUTCOME**

The Housing and Economic Development Committee, on September 8, 2020, approved forwarding the recommended actions to the City Council with a vote of 3-0.

*Prepared by: Emilio Ramirez, Housing Director*

## **ATTACHMENTS**

1. 2020 Annual Action Plan CARES Act Amendment DRAFT
2. 2020 Annual Action Plan CARES Act Funding Recommendation List
3. PRESENTATION Annual Action Plan CARES Act Amendment

# City of Oxnard

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## 2020 Annual Action Plan CARES Act Amendment (1<sup>st</sup> Amendment)

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# DRAFT

Prepared by:

City of Oxnard – Housing Department – Grants Management

435 South D Street, Oxnard, California, 93030



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## Executive Summary

### AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

#### 1. Introduction

The City of Oxnard is within Ventura County, California, located northwest of Los Angeles and southwest of Santa Barbara. Oxnard is the largest city in the county with the population of 209,877, according to the United States Census Bureau population estimates in 2018. The regulations of the United States Department of Housing and Urban Development (HUD) require that an Annual Action Plan (AAP) be submitted for each plan year within an agency's Consolidated Plan.

The City of Oxnard (City) joined the Ventura County Regional Consolidated Plan (Regional ConPlan) is a five year plan document covering five plan years from 2020-2024. The Ventura County Regional Consolidated Plan is a collaborative document between all incorporated cities and the unincorporated areas of Ventura County, California. Collaborating in the development of the Regional Consolidated Plan are the Cities of Camarillo, Fillmore, Moorpark, Ojai, Oxnard, Port Hueneme, Santa Paula, San Buenaventura (City of Ventura), Simi Valley, and Thousand Oaks. The Regional ConPlan document is to comply with the HUD requirement to submit the City of Oxnard's Annual Action Plan for plan year 2020.

In the Regional ConPlan, the priorities that need to be addressed for community development and housing needs of the City of Oxnard are identified. The AAPs annually identify the resources available to address those needs identified in the Regional ConPlan, describe the activities that will be undertaken designed to meet the annual goals and objectives that relate to the identified needs as determined in the Regional ConPlan, describe the geographic areas targeted for assistance, include the Citizen Participation Plan, and set the basis for performance monitoring whereby results are measured as goals accomplished and outcome indicators.

Goals and objectives of the community needs identified in the Regional ConPlan will be accomplished by activities specified by the City's AAPs. With the 2020 AAP, the City will implement activities that continue to strive to derive positive outcomes that were set forth as goals for the Regional ConPlan period, Plan Year 2020. The current AAP will cover the period of July 1, 2020 to June 30, 2021 (plan year 2020). Herein are described the expected federal, state and local resources, the priorities and specific objectives the City desires to achieve, and the activities that will be undertaken throughout the 2020 plan year.

In recent years, the City's allocation of entitlement grant funds from HUD has either increased or remained relatively unchanged. The Plan year 2020 allocations are; Community Development Block Grant (CDBG) \$2,574,388 an increase of 2.3%, HOME Investment Partnerships (HOME), \$776,134 a increase of 6.8% and Hearth Emergency Solutions Grant (HESG), \$221,083 an increase of 4.1%. Total HUD entitlement grant funds increased by 3.3%, to \$3,571,605.

The City's goals, as identified in the Regional ConPlan, can be found throughout this AAP, and are designed to principally serve extremely-low, low-, and moderate-income residents by addressing the following:

- Improve the Supply of Affordable Housing
- Enhance Economic Stability
- Increase Social Services
- Work to End Homelessness
- Create Quality Neighborhoods
- Effective Administration

The AAP describes the resources expected to be available in the coming program year from federal, state, local and private sources, and also includes a description of the activities that will be undertaken to meet the specific objectives.

#### **2020 Annual Action Plan CARES Act Amendment**

The City is amending the 2020 Annual Action Plan to allocate the CDBG-CV and ESG-CV funds under the CARES Act. The Substantial Amendment is consistent with the City of Oxnard's Citizen Participation Plan, as revised on the same date. A summary of modifications is as follows:

##### AP-05

- Summary of Citizen Participation Process and consultation process
- Summary of public comments

##### AP-12 Participation

- Citizen Participation Outreach Table; Public Hearing and Internet Outreach added

##### AP-15 Expected Resources

- Introduction; narrative added
- Anticipated Resources Table; CDBG-CV and ESG-CV funding added

##### AP-20 Annual Goals and Objectives

- Goal Summary Table; COVID-19 Pandemic Response CDBG and COVID-19 Pandemic Response CDBG goals added

##### AP-35 Projects

- Project Information Table; three projects added
- Narrative: Describe the reasons for allocation priorities and any obstacles to addressing underserved needs; description added

#### AP-38 Project Summary

- Project Summary Information Table; three projects added

## 2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The City is being guided by HUD's Office of Community Planning Development Outcome Performance Measurement System to address the high priority needs stated in its Regional ConPlan. When funding an activity, the City determines which of three HUD objectives best describes the purpose of the activity. The three objectives are:

- Suitable Living Environment (SL) - In general, this objective relates to activities that are designed to benefit communities, families, or individuals by addressing issues in their living environment.
- Decent Housing (DH) - The activities that typically would be found under this objective are designed to cover the wide range of housing programs possible under HOME, CDBG or HESG. This objective focuses on housing programs where the purpose of the program is to meet individual family or community needs and not programs where housing is an element of a larger effort, since such programs would be more appropriately reported under Suitable Living Environment.
- Creating Economic Opportunities (EO) - This objective applies to the types of activities related to economic development, commercial revitalization, or job creation.

Once the objective for the activity is identified, the City determines which of the three HUD outcome categories best reflects what the City seeks to achieve by funding the activity. The three outcome categories are:



- **Availability/Accessibility** - This outcome category applies to activities that make services, infrastructure, public services, public facilities, housing, or shelter available or accessible to low- and moderate-income (LMI) people, including persons with disabilities. In this category, accessibility does not refer only to physical barriers, but also to making the affordable basis of daily living available and accessible to LMI people in the area in which they live.
- **Affordability** - This outcome category applies to activities that provide affordability in a variety of ways to LMI people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as day care.
- **Sustainability** - Promoting Livable or Viable Communities. This outcome applies to projects where the activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to LMI persons or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

### **3. Evaluation of past performance**

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City combines the information reported to HUD in the FY 2019-20 Consolidated Annual Performance and Evaluation Report (CAPER) and the directives from HUD in the determination and recommendation of the FY 2020-21 AAP proposed projects.

The FY 2020-21 AAP is the first year of implementing the Regional ConPlan. Accomplishments achieved during the program year (PY) 2018 (July 1, 2018 through June 30, 2019) were evaluated in detail in the PY 2018 CAPER. The CAPER was completed and submitted to HUD on September 30, 2019.

The three major program areas underlining CDBG, HESG and HOME entitlement grants, such as (1) Decent and Affordable Housing, (2) Suitable Living Environment, and (3) Economic Opportunities, coupled with the Continuum of Care (CoC) of Homelessness have received a high priority in the 2020-24 Regional ConPlan. The goals and accomplishments for Plan year 2020 are summarized in the attached table.

### **4. Summary of Citizen Participation Process and consultation process**

Summary from citizen participation section of plan.

As part of the AAP development, the City staff scheduled two public hearings: (1) March 17, 2020 and (2) June 16, 2020:

First Public Hearing-March 17, 2020 provided the opportunity for the public to comment on unmet needs and the City Council to make recommendations to staff regarding the priorities and objectives for

FY 2020-21 AAP. As part of the development process of the AAP, City Staff developed a mailing list of more than 70 addresses consisting of organizations, the faith community, service providers; Oxnard Wilson Senior Center-Special Population Services for persons with disabilities, Oxnard Housing Authority, Multi Service Center-Resident Services in Oxnard Colonia neighborhood, Oxnard Senior Centers and cities within Ventura County were provided a copy of the public hearing in English and Spanish. The public hearing notices in English and Spanish were included in the Neighborhood News packets which were distributed weekly for a month prior to the public meeting to approximately 231 Oxnard residents. The public hearing notice was published in the Vida newspaper in English and Spanish, posted on City website, broadcasted on the public viewing TV Channels 10/35 and posted in public buildings such as the Main Library, City Clerk's Office and Housing Department Administration building in English and Spanish. The public comment period started February 13, 2020 and ended on March 17, 2020. During the public comment period there were no written public comments submitted and no public comments were received during the public hearing.

Pursuant to Governor Newsom's Executive Order N-25-20, members of the City Council or staff may participate in this meeting via a teleconference.

Due to social distancing measures, the Oxnard Council Chambers only accommodated seating for up to 15 members of the public. Overflow areas were located at the Oxnard Human Resource Activity Room and Oxnard Public Library Meeting Room B with social distancing seating arrangements. The overflow areas were located across the street from the Oxnard Council Chambers. Oxnard residents were encouraged to participate remotely by viewing the meeting on the City's website at [oxnard.org](http://oxnard.org), broadcasted on Spectrum Channel 10 and Frontier Channel 35, or the city's YouTube Channel at [youtube.com/oxnardnews](http://youtube.com/oxnardnews). Oxnard residents were encouraged to submit comments via email before 3 p.m. to [cityclerk@oxnard.org](mailto:cityclerk@oxnard.org) and the comments will be provided to the City Council.

Second public hearing –June 16, 2020 (1) to provide the opportunity to the public to comment on the projects recommended for funding as submitted by the Grant Application Review Panel for FY 2020-21 AAP; and (2) to receive recommendations and direction from City Council regarding the FY 2020-21 AAP grant funding. The notices of the public hearing were mailed to more than 70 addresses consisting of organizations, the faith community, service providers; Oxnard Senior Center-Special Population Services for persons with disabilities, Oxnard Housing Authority, Multi Service Center-Oxnard Colonia neighborhood and cities within Ventura County. The public hearing notices in English and Spanish were included in the Neighborhood News packets which were distributed weekly prior to the Hearing to approximately 231 Oxnard residents. The public hearing notice was advertised in the Vida newspaper, posted on the City website, broadcasted on the public viewing TV channel 10/35 and posted in public buildings such as the Main Library, City Clerk's Office and Housing Department Administration building in English and Spanish. Vida published the notice of hearing in English and Spanish on Thursday, May 14, 2020. The public review and written comment period began on May 14, 2020 and concluded on June 16, 2020. During the public comment period there were no written public comments submitted and two (2) public comments were received during the public hearing.

### **2020 Annual Action Plan CARES Amendment is scheduled public hearing: October 6, 2020:**

Public hearing will be conducted to provide the opportunity to the public to comment on CARES Act CDBG-CV and ESG-CV funds the 2020 Annual Action Plan. The public hearing notice was advertised in the Ventura County Vida newspaper, posted on City website, broadcasted on the public viewing TV channel 10/35 in English and Spanish. Vida published the notice of public hearing in English and Spanish on September 17, 2020. The public review and written comment period began on September 20, 2020 and concluded on October 6, 2020.

## **5. Summary of public comments**

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

First Public Hearing: March 17, 2020

During the first Public Hearing, there were no oral comments submitted. In addition, no written comments were submitted during the public comment period.

Second Public Hearing: June 16, 2020

During the second Public Hearing, the oral comments were received from two (2) Oxnard Residents: (1) Resident stated workers are being paid minimum wage through CDBG and is not in line with City Policy Living Wage ordinance; (2) Resident stated emphasized affirmatively furthering fair housing law and asked for an analysis of Code Enforcement. Also stated she was involved in a code enforcement case with a client. In addition, no written comments were submitted during the public comment period.

### **2020 Annual Action Plan CARES Act Amendment- First Public Hearing: October 6, 2020**

Public comments will be updated after public hearing.

## **6. Summary of comments or views not accepted and the reasons for not accepting them**

All written and oral public comments have been accepted.

## **7. Summary**

The City is committed to provide funds that serve the most disadvantaged residents while following HUD's directives. The City increased awareness of the Annual Action Plan's public review activities and process by providing the public notice in various ways.

The City sent notices of the public hearing to more than 70 addresses consisting of organizations, the

faith community, service providers and cities within Ventura County. The public hearing notices in English and Spanish were included in the Neighborhood News packets which were distributed weekly prior to the Hearing to approximately 231 Oxnard residents and broadcasted on the public viewing TV channel 10/35.

The Public Hearings are in compliance with the Americans with Disabilities Act. If the public requires special assistance to participate in a meeting, the individual would contact the City Clerk's Office. Notice at least 72 hours prior to the meeting will enable the City to reasonably arrange for persons accessibility to the meeting. This notation is included on all city Agenda's.

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## PR-05 Lead & Responsible Agencies – 91.200(b)

### 1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

| Agency Role           | Name   | Department/Agency  |
|-----------------------|--------|--------------------|
| Lead Agency           | OXNARD |                    |
| CDBG Administrator    | OXNARD | Housing Department |
| HOPWA Administrator   |        |                    |
| HOME Administrator    | OXNARD | Housing Department |
| ESG Administrator     | OXNARD | Housing Department |
| HOPWA-C Administrator |        |                    |

Table 1 – Responsible Agencies

### Narrative (optional)

The City of Oxnard has designated the Housing Department's Grants Management Division to develop the Annual Action Plan, the Comprehensive Annual Performance and Evaluation Report, and the Regional Consolidated Plan. The Housing Department's Grant Management Division will also act as grants management of several public and private agencies that will implement and administer programs and activities under the Plan.

### Consolidated Plan Public Contact Information

City of Oxnard  
Housing Department  
435 South D Street Oxnard CA 93030  
Phone: (805) 385-8096  
E-mail: [emilio.ramirez@oxnard.org](mailto:emilio.ramirez@oxnard.org)

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## AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

### 1. Introduction

Federal regulations require that a participating jurisdiction consult extensively with community service providers, other jurisdictions and other entities with a potential interest in or knowledge of that jurisdiction's housing and non-housing community development issues. Staff have developed and followed a detailed schedule which provides for and encourages citizen participation emphasizing the participation of persons of low- and moderate-income

The regional consolidated plan and the annual action plan represent a comprehensive planning effort mainly led by Housing Department-Grants Management Division staff, with involvement of (1) local government experts; (2) the social service community; (3) residents; and, (4) consultation with other local HUD entitlement communities. The following items are examples of the consultations efforts:

- Grants Management Division staff work closely with other City staff members such as: Affordable Housing and Rehabilitation; Homeless Assistance Program; Development Services; Utilities; Treasury; Oxnard Housing Authority; Community Development Services; Code Compliance; Geographical Information System; Recreation and Community Services; and Finance to ensure that careful consideration is given to the City's identified needs, and that programs and services are cost-effective and meet specific goals and objectives in order to develop and implement the Regional ConPlan and the AAP.
- City staff members in the Department and/or Divisions; Affordable Housing and Rehabilitation, Homeless Assistance Program, Development Services, Utilities, Treasury, Oxnard Housing Authority, Community Development Services, Code Compliance, Geographical Information System, Recreation and Community Services and Finance provide supportive services as needed to accomplish ConPlan development efforts,
- Housing staff during the fiscal year cycle continue to provide HUD program workshops to social service agencies and the opportunities for the residents to participate in the public hearings,
- The process of preparing a Joint Assessment of Fair Housing (AFH) for the City of Oxnard and the Oxnard Housing Authority, which had been due on October 4, 2020, has been modified due to a change in the HUD regulations. The AFH has been replaced with a requirement to produce an Analysis of Impediments to Fair Housing (AI). In January of 2019, the City and the County of Ventura agreed to collaborate on the production of the AI, which will be due in May of 2020. Through 2019-20, staff will be engaged in the necessary community outreach and participation, and collaboration with the County of Ventura, in order to produce the AI for public review and comment in accordance with the HUD guidelines. The draft Regional AI was published in January 2020, and was adopted on June 16, 2020 by the Oxnard City Council, following the required public hearings and public comment period.

**Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))**

The City consulted with the agencies/organizations while preparing the AAP, through public hearings, workshops, forum meetings, and training sessions (individuals and group discussions):

- The City of Oxnard City Council conducted two (2) public hearings, on 3/17/2020 and 6/16/2020, as prescribed in the Citizen Participation Plan.  
A community Fair Housing workshop, free to the public, was conducted at the Oxnard Public Library in November of 2019, and a second is scheduled for May of 2020.  
Frequent consultations with representatives of Oxnard's three certified CHDOs (Cabrillo Economic Development Corporation, Habitat for Humanity, and Many Mansions) were held throughout the year;  
Attended the regional Continuum of Care (CoC) meetings to discuss the application, homeless needs and program directions and strategies;  
The City of Oxnard Commission on Homelessness conducted 7 meetings in 2019-20, and plans to conduct two more prior to June 30, 2020. Since January of 2018, the Commission has adopted resolutions which presented a total of fifteen (15) policy recommendations to City Council. On September 10, 2018, the Commission formally approved submission of a Five-Year Homeless Plan with recommendation that it be adopted by the Oxnard City Council;  
Homeless Services staff worked in partnership with the County of Ventura and the City of Ventura to establish a Shelter Committee for developing two permanent emergency shelters in West Ventura County;  
The City of Oxnard has executed an agreement with Mercy House for the full time operation of the Oxnard Navigation Center, which is a 110-bed overnight shelter;  
Assisted the Point-in-Time count of the homeless persons in Ventura County and especially in Oxnard on January 29, 2020 resulted in a final count of 379 unsheltered homeless individuals. This is an increase of 76 individuals counted from last year;  
Homeless Services staff successfully submitted a state Homeless Emergency Aid Program grant awarding the City of Oxnard 1.5 million dollars for shelter capital and direct human services;  
Requested representation for the Grants Application Review Panel from Inter Neighborhood Council Organization executive board members and Neighborhood Council chairpersons.

**Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

The Ventura County Continuum of Care Alliance (CoC) is a regional consortium covering all communities in Ventura County. The CoC is a collaborative group dedicated to promoting a safe, desirable and thriving community by ending homelessness in Ventura County. The CoC is comprised of a Board of



Directors and five sub committees (Homeless Management Information System (HMIS) Steering Committee, Data Performance and Evaluation, Public Information and Outreach, Coordinated Intake, and Housing Service and Coordination). Within these standing committees and the CoC body, are representatives from local housing authorities, homeless service providers, homeless health care, mental health, veterans' services, law enforcement, education, local homeless task forces, business leaders and city/county government representatives.

The coordination of housing assistance and services for homeless persons continues to be implemented through a broad range of public and private funding and service providers that reach: chronically homeless individuals and families with children, veterans, unaccompanied youth, the recently homeless and those at risk of becoming homeless. City staff participate as well on the City's Affordable Housing Team, OHA, the Homeless Committee, which is comprised of the Mayor Pro Tem and another City Council member. Other entities involved in the development of policy and implementation of the provision of services include the City Council-appointed Commission on Homelessness, regional bodies such as the Ventura County Housing and Homeless Coalition, the South Coast Collaborative Regional HMIS implementation committee, the Southern California Regional CoC Collaborative, and the Ventura County CoC Alliance. The City's Housing Department also oversees the Fair Housing Program. An example of how the City directly provides funding and staff support to coordinate housing assistance include such interventions as a City Police Department implemented program that combines a ride along case manager with officers patrolling areas frequented by chronically homeless and recently homeless individuals and families allows for immediate needs assessments and referrals to appropriate agencies.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

The CoC's Data Performance and Evaluation Sub Committee is tasked with establishing performance measures and new policies and procedures for all homeless grant funds and activities. The HMIS Steering Committee is tasked with developing the policies and procedures that govern HMIS, which is administered by the County of Ventura.

City staff continue to work with the CoC to develop performance standards for and evaluation of outcomes for ESG-funded projects and activities. Through participation on regional sub-committees staff also continue to inform HMIS policies, procedures, operations and administration.

- 2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities**

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Table 2 – Agencies, groups, organizations who participated

|   |                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | <b>Agency/Group/Organization</b>                                                                                                                                   | CITY OF OXNARD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|   | <b>Agency/Group/Organization Type</b>                                                                                                                              | PHA<br>Services - Housing<br>Services-homeless<br>Service-Fair Housing<br>Grantee Department                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|   | <b>What section of the Plan was addressed by Consultation?</b>                                                                                                     | Housing Need Assessment<br>Public Housing Needs<br>Homeless Needs - Chronically homeless<br>Homeless Needs - Families with children<br>Homelessness Needs - Veterans<br>Homelessness Needs - Unaccompanied youth<br>Homelessness Strategy<br>Non-Homeless Special Needs<br>Market Analysis<br>Economic Development<br>Anti-poverty Strategy<br>Lead-based Paint Strategy                                                                                                                                                                                                                        |
|   | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | The City of Oxnard Public Housing Authority and the Affordable Housing Division are under the direction of the Housing Director of the City of Oxnard, as is the Grants Management Division. A bi-monthly management meeting was held for all Housing staff, including OHA staff. The topics were comprehensive and specific with detailed instructions on handling the issues which can be related to housing, homelessness and/or community partnership. Because the OHA is a component unit of the City and a Division of the City Housing Department, coordination occurs on a daily basis. |

|   |                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2 | <b>Agency/Group/Organization</b>                                                                                                                                   | Turning Point Foundation                                                                                                                                                                                                                                                                                                                                                                                                                             |
|   | <b>Agency/Group/Organization Type</b>                                                                                                                              | Services-homeless                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|   | <b>What section of the Plan was addressed by Consultation?</b>                                                                                                     | Homeless Needs - Chronically homeless                                                                                                                                                                                                                                                                                                                                                                                                                |
|   | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | The outreach for the mentally ill homeless will be handled within the City and referrals will be made to the Turning Point shelter.                                                                                                                                                                                                                                                                                                                  |
| 3 | <b>Agency/Group/Organization</b>                                                                                                                                   | MERCY HOUSE                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|   | <b>Agency/Group/Organization Type</b>                                                                                                                              | Services-homeless                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|   | <b>What section of the Plan was addressed by Consultation?</b>                                                                                                     | Homeless Needs - Chronically homeless                                                                                                                                                                                                                                                                                                                                                                                                                |
|   | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | Discussed outreach, case management and homeless services provided by Mercy House to support overnight shelter for the homeless.                                                                                                                                                                                                                                                                                                                     |
| 4 | <b>Agency/Group/Organization</b>                                                                                                                                   | Habitat for Humanity of Ventura County                                                                                                                                                                                                                                                                                                                                                                                                               |
|   | <b>Agency/Group/Organization Type</b>                                                                                                                              | Non-Profit CHDO                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|   | <b>What section of the Plan was addressed by Consultation?</b>                                                                                                     | Housing Need Assessment                                                                                                                                                                                                                                                                                                                                                                                                                              |
|   | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | Habitat for Humanity completed construction of 6 single family homes for sale to low income families, located at First and Hayes last fiscal year with the use of HOME and In-Lieu funds. During the current fiscal year Habitat for Humanity requested a HOME program funding application for development of a new project. However, Habitat for Humanity has not provided further details on the proposed project or submitted an application yet. |

|   |                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5 | <b>Agency/Group/Organization</b>                                                                                                                                   | Many Mansions                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|   | <b>Agency/Group/Organization Type</b>                                                                                                                              | Non-Profit CHDO                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|   | <b>What section of the Plan was addressed by Consultation?</b>                                                                                                     | Housing Need Assessment<br>Market Analysis                                                                                                                                                                                                                                                                                                                                                                                                         |
|   | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | Many Mansions received HOME and affordable housing in-lieu funds to construct 5 HOME units and 2 in-lieu units in a 40-unit rental development for low income veterans and families. The development completed construction in August 2019. Many Mansions is in the process of preparing an Oxnard HOME Program funding application for two new development projects in Downtown Oxnard that will produce a total of 175 affordable housing units. |
| 6 | <b>Agency/Group/Organization</b>                                                                                                                                   | Cabrillo Economic Development Corporation                                                                                                                                                                                                                                                                                                                                                                                                          |
|   | <b>Agency/Group/Organization Type</b>                                                                                                                              | Non-Profit CHDO                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|   | <b>What section of the Plan was addressed by Consultation?</b>                                                                                                     | Housing Need Assessment                                                                                                                                                                                                                                                                                                                                                                                                                            |
|   | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | Cabrillo applied for HOME CHDO development assistance funds to construct 42-rental units for farmworker families, located at the corner of Pleasant Valley Road and Etting Road, Oxnard, CA 93033. The Housing Department has issued a conditional letter of approval to Cabrillo, final commitment of HOME funds will occur after Cabrillo has secured all other funding sources and meet all HOME funding requirements.                          |
| 7 | <b>Agency/Group/Organization</b>                                                                                                                                   | THE KINGDOM CENTER                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|   | <b>Agency/Group/Organization Type</b>                                                                                                                              | Services - Housing<br>Services-Children<br>Services-Victims of Domestic Violence<br>Services-homeless                                                                                                                                                                                                                                                                                                                                              |

|   |                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                             |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   | <b>What section of the Plan was addressed by Consultation?</b>                                                                                                     | ADA compliance and resource development                                                                                                                                                                                                                                                                                                                     |
|   | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | The Kingdom Center was toured by staff and determined areas of the facility that could be upgraded, enhanced and modified to promote greater access for persons with disabilities. In 2019, ADA improvements through an architectural design and development contract was completed. The contract was amended for the next phase of ADA construction costs. |
| 8 | <b>Agency/Group/Organization</b>                                                                                                                                   | County of Ventura Human Services Agency                                                                                                                                                                                                                                                                                                                     |
|   | <b>Agency/Group/Organization Type</b>                                                                                                                              | Services-homeless<br>Services-Health<br>Other government - County                                                                                                                                                                                                                                                                                           |
|   | <b>What section of the Plan was addressed by Consultation?</b>                                                                                                     | Homeless Needs - Chronically homeless<br>Homeless Needs - Families with children<br>Homelessness Needs - Veterans<br>Homelessness Needs - Unaccompanied youth<br>Lead-based Paint Strategy                                                                                                                                                                  |

|   |                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | Planning, coordination and implementation of Homeless Point in Time count; count was conducted on January 29, 2020 resulted in a final count of 567 unsheltered homeless individuals in the City of Oxnard. This is an increase of 19 individuals counted from last year. The City conferred with the Ventura county Public Health Department regarding addresses of housing units wherein children have been identified as lead-poisoned in the City of Oxnard. Prior to implementation of the 2018 Annual Action Plan, the City will receive a list of addresses if such a list exists. Any rehabilitation activities on housing units constructed prior to 1978 will have lead hazards identified and actions taken to remove the hazard. The City's Affordable Housing Division does not own or manage any housing units. All units for which HOME and CDBG assistance is provided for homebuyer assistance or homeowner rehabilitation are administered in compliance with HUD's HOME or CDBG regulations for lead-based paint, as applicable inspections requirements. With respect to units owned or assisted by the Oxnard Housing Authority, there have been no cases of Public Housing tenants and/or Section 8 participant households reporting or having been discovered to have poisoned children or any child with "Environmental Intervention Blood Lead Level"(EBLL). OHA staff provides a brochure related to lead based paint hazards to all new program participants and tenants. Maintenance staff attends training and seminars to stay current with the State of California Lead Awareness Training requirements. |
| 9 | <b>Agency/Group/Organization</b>                                                                                                                                   | Housing Rights Center                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|   | <b>Agency/Group/Organization Type</b>                                                                                                                              | Service-Fair Housing                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|   | <b>What section of the Plan was addressed by Consultation?</b>                                                                                                     | Fair Housing, Discrimination                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

|    |                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | The City contracts with a professional fair housing service provider, the Housing Rights Center (HRC). The HRC provides fair housing counseling, discrimination complaint investigation, complaint processing, and dispute resolutions services for Oxnard tenants, home seekers, and housing providers. In addition, twice every year the HRC staff provides free fair housing training seminars for the public, along with an bi-annual training presented to the staff of the Oxnard Housing Authority and city housing staff on their fair housing obligations and responsibilities. |
| 10 | <b>Agency/Group/Organization</b>                                                                                                                                   | City of Oxnard                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|    | <b>Agency/Group/Organization Type</b>                                                                                                                              | Other government - Local Grantee Department                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|    | <b>What section of the Plan was addressed by Consultation?</b>                                                                                                     | Broadband Internet                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|    | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | The City's Information Technology Department is planning to expand internet usage and bandwidth capacity by upgrading to high speed fiber optic network communications technology to improve the Oxnard low to moderate income community residents, by working with developers of new affordable housing developments, contractors providing improvements to City facilities, parks and recreation facilities.                                                                                                                                                                           |

**Identify any Agency Types not consulted and provide rationale for not consulting**

Not Applicable



### Other local/regional/state/federal planning efforts considered when preparing the Plan

| Name of Plan                             | Lead Organization                                           | How do the goals of your Strategic Plan overlap with the goals of each plan?                                                                                                                                                                                                                                                                                                                                                                                                   |
|------------------------------------------|-------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Continuum of Care                        | Ventura County CEO's Office                                 | The goals of the Strategic Plan overlap with the goals of each plan by ensuring homeless persons have access to adequate services to help reduce the incidence of homelessness.                                                                                                                                                                                                                                                                                                |
| Oxnard Housing Authority Agency Plan     | Oxnard Housing Authority                                    | OHA Plan presents the program procedures related to Public Housing and Section 8 housing units, which overlaps with the AAP for delivering and providing affordable housing units to Oxnard residents. OHA is currently administering 15 set aside homeless preference vouchers per fiscal year, and 67 VASH vouchers                                                                                                                                                          |
| City of Oxnard Housing Element           | State of California Housing and Community Development (HCD) | HCD approves the City's Housing Element. The City's updated Housing Element indicates that as of March 2017, 2,497 of 4,199 affordable housing units remain to be built as indicated on the Southern California Association of Governments (SCAG) and Regional Housing Needs Allocation (RHNA)                                                                                                                                                                                 |
| Regional Housing Needs Allocation (RHNA) | Southern California Association of Governments (SCAG)       | SCAG RHNA sets the low and moderate income housing needs allocations for the City as City is within the SCAG boundaries. The City's Housing element relies on the allocations by SCAG to develop local affordable housing needs. The 2014-2021 SCAG RHNA determined that 4,199 affordable housing units would be required in the City of Oxnard from 2014-2021. The updated Housing Element indicates that as of March 2017, 2,497 affordable housing units remain to be built |

**Table 3 – Other local / regional / federal planning efforts**

### Narrative (optional)

Implementation of the 2020 Action Plan requires coordination and compliance with the local and regional needs established by the City of Oxnard, County of Ventura, Southern California Council of Governments and the State of California.

The Southern California Association of Governments (SCAG), the nation's largest metropolitan planning organization (MPO), representing six counties, 191 cities and more than 18 million residents in Southern California, is mandated by federal and state law to research and draw up plans for transportation, growth management, hazardous waste management and air quality. SCAG undertakes a variety of planning and policy initiatives that regulate housing development.

One of these planning tools is the Regional Housing Needs Allocation (RHNA), it establishes the need for affordable housing development in cities and counties within its region.

City of Oxnard's general plan contains a housing element that makes "adequate provision for the existing and projected housing needs of all economic segments of the community." The housing element must be revised and updated every eight years after 2010 due to SB 375. A community is not obligated to actually provide housing to all in need but the Regional Housing Needs Allocation (RHNA) is a "distribution of housing development capacity" that each city and county must zone for in a planning period. It is not a "construction need allocation," and is integral to the development of a Sustainable Community Strategy. The housing element is a planning document, requiring the City to plan for meeting its "fair share" of regional housing market need. The RHNA will set local housing and land use capacity goals to support future growth, including transit oriented, mixed use and infill development.

The time frame during which housing accomplishments towards the Regional Housing Needs Allocation (RHNA) can be counted (RHNA cycle) is January 1, 2014 through October 31, 2021. The City seeks to conserve and rehabilitate existing housing as well as provide opportunities for new development. The 2014-2021 SCAG RHNA determined that 4,199 affordable housing units would be required in the City of Oxnard. The City's updated Housing Element indicates that as of March 2017, 2,497 affordable housing units remain to be built.

The City Housing Department's mission is to promote the general welfare of the City by remedying unsafe and substandard housing, and by relieving the shortage of affordable housing for City residents. This mission is consistent with the City's General Plan and laws governing our housing funds and resources. The purpose of the Housing Department is to provide decent, safe, attractive, sanitary, and well maintained housing for eligible low and very low income families in a manner that promotes commitment, exemplary customer service, economy, efficiency, and the social well-being of the residents.

All City housing projects undertaken with federal funds from HUD or other state or federal funding source must comply with the requirements of the City's Housing Element, General Plan, SCAG, State of California Housing and Community Development Department (HCD) and HUD.

## **AP-12 Participation – 91.105, 91.200(c)**

### **1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting**

The City of Oxnard follows the guidance established in the Oxnard Citizen Participation Plan (Ocpp) approved on July 10, 2018, which updates the local procedures pursuant to the requirements of Title 24, CFR Section 91.105(a).

The Oxnard Citizen Participation Plan sets forth the procedures for the development of the annual action plan, the consolidated plan, and any substantial amendments to these plans, as well as procedures for the preparation of the comprehensive annual performance and evaluation and the assessment of fair housing. (See Appendix 1.)

The City of Oxnard encourages citizen participation by consulting with citizens, public service organizations, City staff and allows public comments and public input throughout the development process of the plans addressed in the citizen participation plan. City of Oxnard provides assistance to citizens that are unable to speak English, minorities and those with disabilities to participate in the process of developing the plans addressed in the citizen participation plan. The 2020 AAP was developed in conjunction with residents and organizations through a public participation process that included workshops and public hearings conducted by City staff:

- 1) Two public hearings before City of Oxnard City Council where citizen's public comments were allowed are required by the citizen participation plan;
- 2) Four community meetings were conducted to gather input from the residents on the community needs and two workshops for CDBG, HOME and HESG programs conducted by Housing Department staff, followed up by multiple consultations, as well as, providing technical assistance to the community and agencies (service providers) through emails, phone conversations, and meeting; the community meeting were held on 1/22/20, 2/6/20, 2/26/20 and 3/5/20 during the evening; locations were Oxnard Main Public Library, South Oxnard Center, Wilson Senior Center, and Community Room at Terraza De Las Cortes in the La Colonia neighborhood; the workshops were held on 1/22/20 and 2/20/20 during the day at the Oxnard Main Public Library;
- 3) All applications for funding were reviewed by Housing - Grants Management staff for eligibility and grants compliance and then forwarded to the Review Panel, which consisted a member from the citizen advisory group;

- 4) Meetings were conducted by Housing – Grant management staff for sub-recipients awardees;
- 5) Other workshops and meetings were handled by Affordable Housing staff and Fair Housing staff;
- 6) Meetings attended and participated by Homeless Assistance Program staff related to CoC and Emergency Solutions Grant;
- 7) Meetings with other Community Consortium groups throughout the year; Meeting dates Commission on Homelessness attended by Housing Department staff: August 5, 2019; October 7, 2019; November 4, 2019; December 2, 2019; January 6, 2020; February 3, 2020; and March 2, 2020. Meetings are scheduled for June 1, 2020.
- 8) *2020 Annual Action Plan CARES Act Amendment* Public Hearing before City of Oxnard City Council where citizen's public comments were allowed are required by the citizen participation plan.

## Citizen Participation Outreach

| Sort Order | Mode of Outreach | Target of Outreach                                                                                                                                                                                                                          | Summary of response/attendance                                                                                                                                                                                                                                                                                                                                                                     | Summary of comments received                                              | Summary of comments not accepted and reasons | URL (If applicable) |
|------------|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|----------------------------------------------|---------------------|
| 1          | Public Hearing   | <p>Minorities</p> <p>Non-English Speaking - Specify other language: Spanish</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p> <p>Low/mod income Oxnard Residents</p> | <p>3/17/20 Published in English and Spanish Notice of 1st Public Hearing notice in VIDA newspaper; English and Spanish versions of Notices were broadcasted on Public Channel 10/35, Public Notices regarding Public Hearings sent out to Oxnard Residents for first Public Hearing, 65 notices mailed out, and Notices were posted on the City of Oxnard website both in Spanish and English.</p> | <p>1st Public Hearing comment - no oral or written comments submitted</p> | <p>All comments accepted</p>                 |                     |

| Sort Order | Mode of Outreach                                    | Target of Outreach                                                                                                                                                                                                                                         | Summary of response/attendance                                              | Summary of comments received                                                                                                                                                                                                                                                                                                                   | Summary of comments not accepted and reasons | URL (If applicable) |
|------------|-----------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|---------------------|
| 2          | Entitlement Grant<br>Community Meetings & Workshops | <p>Minorities</p> <p>Non-English Speaking - Specify other language: Spanish</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p> <p>Interested parties/application for grant funds</p> | 20 people attended the Community Meeting & Workshop for CDBG, HOME and HESG | Comments were need rental assistance & affordable apartments; need homeless assistance in community; need services and programs for seniors; need recreation services for youth. Several questions were raised: What affordable housing projects in city?; What are the current income limits?; How do i find the census tract for my project? | All comments accepted                        | NA                  |

| Sort Order | Mode of Outreach | Target of Outreach                                                                                                                                                                                   | Summary of response/attendance                                                                                                | Summary of comments received                                                                                                                                                                                                                                                                                                        | Summary of comments not accepted and reasons | URL (If applicable) |
|------------|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|---------------------|
| 3          | Resident Survey  | <p>Minorities</p> <p>Non-English Speaking - Specify other language: Spanish</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p> | <p>11 people submitted</p> <p>Resident survey to provide need in the community. Survey provided in English &amp; Spanish.</p> | <p>Comments are need affordable housing for rental and purchase, expanded resources to address homelessness and economic development; increase public service; provide homeless services/homeless liaison for high school age students; fix sidewalks; grants for homeowner yards; childcare services; homeownership assistance</p> | All comments accepted                        | NA                  |

| Sort Order | Mode of Outreach | Target of Outreach                                                                                                                                                                                                                          | Summary of response/attendance                                                                                                                                                                                                                                                                                                                                                              | Summary of comments received                                                                                                                                                                                                                                                                                                                                                       | Summary of comments not accepted and reasons | URL (If applicable) |
|------------|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|---------------------|
| 4          | Public Hearing   | <p>Minorities</p> <p>Non-English Speaking - Specify other language: Spanish</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p> <p>Low/mod income Oxnard residents</p> | <p>5/14/20 Published in English and Spanish Notice of 2nd Public Hearing in VIDA newspaper; English and Spanish versions of Notices were broadcasted on Public Channel 10/35, Public Notices regarding Public Hearings sent out to Oxnard Residents for first Public Hearing, 65 notices mailed out, and Notices were posted on the City of Oxnard website both in Spanish and English.</p> | <p>2nd Public Hearing comments - (2) Oxnard Residents: (1) Resident stated workers are being paid minimum wage through CDBG and is not in line with City Policy Living Wage ordinance; (2) Resident stated emphasized affirmatively furthering fair housing law and asked for an analysis of Code Enforcement. Also, stated she was involved in a code enforcement case with a</p> | All comments accepted                        | NA                  |



| Sort Order | Mode of Outreach                        | Target of Outreach                                                                                                                                                                                                                              | Summary of response/attendance                                                        | Summary of comments received                 | Summary of comments not accepted and reasons | URL (If applicable)                                                                                                                               |
|------------|-----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|----------------------------------------------|----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
|            |                                         |                                                                                                                                                                                                                                                 |                                                                                       | client.                                      |                                              |                                                                                                                                                   |
| 5          | Program Coordinating Committee meetings | <p>Minorities</p> <p>Non-English Speaking - Specify other language: Spanish, Mixteco</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p> <p>Cross-section of community</p> | General meeting of community non-profits that serve various segments of the community | Round table discussion- No Comments Received | No Comments Received                         | NA                                                                                                                                                |
| 6          | Internet Outreach                       | Non-targeted/broad community                                                                                                                                                                                                                    | Not Measured                                                                          | No Comments Received                         | No Comments Received                         | <a href="https://www.oxnard.org/city-department/housing/grants-management/">https://www.oxnard.org/city-department/housing/grants-management/</a> |

| Sort Order | Mode of Outreach | Target of Outreach                                                                                                                                                                                                                          | Summary of response/attendance                                                                                                                                                                                                                                                                                                                                                                             | Summary of comments received                | Summary of comments not accepted and reasons | URL (If applicable) |
|------------|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|----------------------------------------------|---------------------|
| 7          | Public Hearing   | <p>Minorities</p> <p>Non-English Speaking - Specify other language: Spanish</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p> <p>Low/mod income Oxnard Residents</p> | <p>10/6/20 Public Hearing will be conducted before the City Council to adopt a Substantial Amendment to the 2020-21 Annual Action Plan.</p> <p>9/17/2020 Published Notice of 1st Public Hearing in VIDA in English &amp; Spanish; English and Spanish versions of Notices were broadcasted on Public Channel 10/35; and Notices were posted on the City of Oxnard website both in Spanish and English.</p> | Comments to be updated after public hearing | Updated will occur after the Public Hearing  | NA                  |

| Sort Order | Mode of Outreach  | Target of Outreach           | Summary of response/attendance                                                                                                                                       | Summary of comments received                     | Summary of comments not accepted and reasons | URL (If applicable)                                                                                                                               |
|------------|-------------------|------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| <u>8</u>   | Internet Outreach | Non-targeted/broad community | A draft of the 2020 Annual Action Plan CARES Act Amendment was made available for public review on the City website from September 20, 2020 through October 6, 2020. | Comments to be updated after the Public Hearing. | Updated will occur after the Public Hearing  | <a href="https://www.oxnard.org/city-department/housing/grants-management/">https://www.oxnard.org/city-department/housing/grants-management/</a> |

Table 4 – Citizen Participation Outreach

## Expected Resources

### AP-15 Expected Resources – 91.220(c)(1,2)

#### Introduction

In Plan year 2020, the formula grant calculations of HUD allocations to City of Oxnard are CDBG \$2,574,388, HOME \$776,134 and HESG \$221,083, a total of \$3,571,065 in entitlement grants from HUD. In addition, estimated program income of \$100,000 for CDBG programs and \$100,000 for HOME programs. This will increase total available resources from the 2020 Plan year to \$3,771,605. The source of program income comes principally from repayment of loans and recaptures from defaults. Those funds will be used towards meeting the goals and objectives of the 2020 AAP.

CDBG funds will leverage city funds and subrecipients funded with CA state grants, private foundations and contributions from individuals, corporations and private foundations that provide services and public facilities to low/moderate income residents of City of Oxnard. HOME affordable housing loans for down payment assistance or rehabilitation will leverage affordable housing loan programs, funded by State of CA, such as BEGIN and CAL-HOME. HOME development financing assistance will leverage development funds from State of CA, developer equity, private financing, and tax credit financing. HESG grant funds leverage subrecipients' funds from donations from individuals, corporations and private foundations, which support non-profit agencies sub-recipients and in the case of government HESG contractors, City of Oxnard funding from CA a state grant source and General Funds are two sources of matching funds.

Although not in the Priority Table below, additional resources for 2020 also include leverage and match funds by the HOME and HESG projects. Those are described in AP-10 agencies listed, AP-15 Introduction, AP-20, Narrative of Goal 7, Reduce Homelessness and AP-55 Introduction.

The Substantial Amendment of October 6, 2020, includes additional funding for the CDBG-CV and ESG-CV grant, to be used to prevent, prepare for, and respond to coronavirus. The City of Oxnard CARES Act grant allocations total \$8,343,372; Community Development Block Grants (CDBG-CV) will be \$3,088,367 and Emergency Solutions Grants (ESG-CV) will be \$5,255,005. In addition, the ESG-CV amount of \$651,589 is unallocated and will be utilized for ESG eligible activities.

For the ESG-CV remaining balance of \$651,589 the city is working in partnership with Ventura County to develop a COVID Response Coordinated

Investment Plan (CIP). The CIP is being developed throughout a 5 week intensive workshop led by external facilitators. Upon completion of the course, the city in coordination with the county will use the CIP report and begin implementation.

### Anticipated Resources

| Program | Source of Funds  | Uses of Funds                                                                                                  | Expected Amount Available Year 1 |                    |                          |           | Expected Amount Available Remainder of ConPlan \$ | Narrative Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|---------|------------------|----------------------------------------------------------------------------------------------------------------|----------------------------------|--------------------|--------------------------|-----------|---------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|         |                  |                                                                                                                | Annual Allocation: \$            | Program Income: \$ | Prior Year Resources: \$ | Total: \$ |                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| CDBG    | public - federal | Acquisition<br>Admin and Planning<br>Economic Development<br>Housing<br>Public Improvements<br>Public Services | 2,574,388                        | 100,000            | 0                        | 2,674,388 | 0                                                 | 2020 CDBG Allocation and Program income is \$2,674,388; the total available resources from CDBG Plan year 2020. Uses of the available resources will be according to the funding priorities set forth in the ConPlan. The specific Activities will be setup in IDIS. The uses of funds will be capped according to the HUD regulations for: (1) Admin and Planning - no more than 20%, or \$534,877, (2) Public Services up to 15%, or \$401,158. The 2020 balance will be distributed as Public Improvements & Other City Programs as detailed by the City during the AAP process. |

| Program | Source of Funds  | Uses of Funds                                                                                                                                                       | Expected Amount Available Year 1 |                    |                          |           | Expected Amount Available Remainder of ConPlan \$ | Narrative Description                                                                                                                                                                                                                                                                                                                                              |
|---------|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|--------------------|--------------------------|-----------|---------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|         |                  |                                                                                                                                                                     | Annual Allocation: \$            | Program Income: \$ | Prior Year Resources: \$ | Total: \$ |                                                   |                                                                                                                                                                                                                                                                                                                                                                    |
| HOME    | public - federal | Acquisition<br>Homebuyer assistance<br>Homeowner rehab<br>Multifamily rental new construction<br>Multifamily rental rehab<br>New construction for ownership<br>TBRA | 776,134                          | 100,000            | 0                        | 876,134   | 0                                                 | In plan year 2020, HOME allocation is \$776,134 and expected program income is \$100,000; total of \$876,134. Uses of funds are; (1) Administration - no more than 10% or \$87,613 and (2) CHDO Set Asides - at 15% or \$131,420. In addition, \$675,101 is available for housing development and homeowner loans. In addition to the CHDO set aside of \$131,420. |

| Program | Source of Funds  | Uses of Funds                                                                                                                                                                            | Expected Amount Available Year 1 |                    |                          |           | Expected Amount Available Remainder of ConPlan \$ | Narrative Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|---------|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|--------------------|--------------------------|-----------|---------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|         |                  |                                                                                                                                                                                          | Annual Allocation: \$            | Program Income: \$ | Prior Year Resources: \$ | Total: \$ |                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| ESG     | public - federal | Conversion and rehab for transitional housing<br>Financial Assistance<br>Overnight shelter<br>Rapid re-housing (rental assistance)<br>Rental Assistance Services<br>Transitional housing | 221,083                          | 0                  | 0                        | 221,083   | 0                                                 | Plan year 2020 Available resources for HESG is \$221,083. The limited availability of HESG resources is spread across the uses identified in this table. 1) HESG Administration and Planning costs is no more than 7.5% or \$16,581 those are included in HESG Project 2. (2) Emergency Shelter and Street Outreach cost is no more than 60%, or \$132,649. The 2020 balance will be distributed as Homeless Prevention, HMIS, & Rapid Re-Housing eligible activities as detailed by the City during the AAP process. |

| Program       | Source of Funds | Uses of Funds                                                          | Expected Amount Available Year 1 |                    |                          |           | Expected Amount Available Remainder of ConPlan \$ | Narrative Description                                                                                                                                                                                                                                                                                                                                                                                                                              |
|---------------|-----------------|------------------------------------------------------------------------|----------------------------------|--------------------|--------------------------|-----------|---------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|               |                 |                                                                        | Annual Allocation: \$            | Program Income: \$ | Prior Year Resources: \$ | Total: \$ |                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Other CDBG-CV | Public-federal  | Planning and Administration<br>Public Services<br>Economic Development | 3,088,367                        | 0                  | 0                        | 3,088,367 | 0                                                 | CDBG-CV funds to be used to prevent, prepare for and respond to coronavirus. CARES Act resources for CDBG-CV total is \$3,088,367. The resources are CDBG-CV1: \$1,514,428 and CDBG-CV3: \$1,573,939. The CDBG-CV resources is spread across the uses identified in this table, those are included in CDBG-CV Project 13 & 14. 1) CDBG Administration and Planning costs is no more than 20% or \$617,673 and (2) CDBG activities are \$2,470,694. |



| Program      | Source of Funds | Uses of Funds                                                                                                           | Expected Amount Available Year 1 |                    |                          |           | Expected Amount Available Remainder of ConPlan \$ | Narrative Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|--------------|-----------------|-------------------------------------------------------------------------------------------------------------------------|----------------------------------|--------------------|--------------------------|-----------|---------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|              |                 |                                                                                                                         | Annual Allocation: \$            | Program Income: \$ | Prior Year Resources: \$ | Total: \$ |                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Other-ESG-CV | Public-federal  | Planning and Administration<br><br>Overnight shelter<br><br>Rapid re-housing (rental assistance)<br><br>Street Outreach | 5,255,005                        | 0                  |                          | 5,255,005 | 0                                                 | ESG-CV funds to be used to prevent, prepare for and respond to coronavirus. CARES Act resources for ESG-CV total is \$5,255,005. The resources are ESG-CV1: \$ 762,355 and ESG-CV2: \$ 4,492,650. The ESG-CV resources is spread across the uses identified in this table, those are included in ESG-CV Project 15. 1) ESG Administration and Planning costs is no more than 10% or \$525,500 and (2) Emergency Shelter, Street Outreach and Rapid Re-Housing are \$4,077,916. The ESG-CV balance of \$651,589 is unallocated and will be distributed to ESG eligible activities. |

Table 5 - Expected Resources – Priority Table

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

CDBG funds are leveraged by city and subrecipients providers with government agency, in-kind, private foundations and contributions monies who provide services to low/moderate income persons. Affordable housing developments utilizing HOME funds typically use HOME monies to leverage millions of dollars in state, federal, and private financing. HESG funds are leveraged by non-profit agencies providers with government agency, in-kind, private foundations, Ventura County Continuum of Care monies who provide critical services such as assisted housing, services and shelter to vulnerable populations who are at-risk of becoming homelessness or homeless persons and families. HOME funds are matched at

a greater than 25% level by recipients of HOME funds, city, and other participants. HESG funds are matched dollar for dollar by subrecipients' providers. The city matched for Administration portion only.

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**If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

The city property leased for homeless shelter at 1450 S. Rose Ave, Oxnard, CA  
Temporary Emergency Shelter at 351 South K Street, Oxnard, CA  
Oxnard Housing Authority Public Housing Sites

### **Discussion**

The resources for 2020 AAP will accomplish more activities but will not meet all the needs prevalent throughout the city.

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## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives

#### Goals Summary Information

| Sort Order | Goal Name                            | Start Year | End Year | Category                          | Geographic Area | Needs Addressed                                                                                                                                                                                              | Funding                              | Goal Outcome Indicator                                                                                                                                                                                                                                                     |
|------------|--------------------------------------|------------|----------|-----------------------------------|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1          | Improve Supply of Affordable Housing | 2020       | 2024     | Affordable Housing                |                 | New Rental Housing<br>Housing Support and Stability<br>Homeownership Opportunities<br>Rehabilitation & Preservation of Existing Housing<br>Assistance for Senior Residents<br>Disaster Planning and Recovery | CDBG: \$1,030,153<br>HOME: \$788,521 | Rental units constructed: 5<br>Household Housing Unit<br>Rental units rehabilitated: 8<br>Household Housing Unit<br>Direct Financial Assistance to Homebuyers: 10 Households<br>Assisted Housing Code<br>Enforcement/Foreclosed Property Care: 2000 Household Housing Unit |
| 2          | Enhance Economic Stability           | 2020       | 2024     | Non-Housing Community Development |                 | Increase Job Skills<br>Facade Improvements<br>Local Entrepreneurship                                                                                                                                         |                                      |                                                                                                                                                                                                                                                                            |

| Sort Order | Goal Name                | Start Year | End Year | Category                   | Geographic Area | Needs Addressed                                                                                                                                        | Funding            | Goal Outcome Indicator                                                                                                                                                                                  |
|------------|--------------------------|------------|----------|----------------------------|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3          | Increase Social Services | 2020       | 2024     | Non-Homeless Special Needs |                 | Housing Support and Stability<br>Assistance for Senior Residents<br>Social Services<br>Youth Activities and Services<br>Disaster Planning and Recovery | CDBG:<br>\$401,158 | Public service activities other than Low/Moderate Income Housing Benefit: 2300 Persons Assisted<br>Public service activities for Low/Moderate Income Housing Benefit: 150 Households Assisted           |
| 4          | Work to End Homelessness | 2020       | 2024     | Homeless                   |                 | Housing Support and Stability<br>Homelessness                                                                                                          | ESG:<br>\$221,083  | Tenant-based rental assistance / Rapid Rehousing: 15 Households Assisted<br>Homeless Person Overnight Shelter: 155 Persons Assisted<br>Homelessness Prevention: 20 Persons Assisted<br>Other: 100 Other |

| Sort Order | Goal Name                    | Start Year | End Year | Category                          | Geographic Area | Needs Addressed                                                                                                                                                                                    | Funding         | Goal Outcome Indicator                                                                                                  |
|------------|------------------------------|------------|----------|-----------------------------------|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-------------------------------------------------------------------------------------------------------------------------|
| 5          | Create Quality Neighborhoods | 2020       | 2024     | Non-Housing Community Development |                 | Housing Support and Stability<br>Assistance for Senior Residents<br>Streets and Streetscapes<br>Parks and Community Space<br>Disaster Planning and Recovery<br>Utilities and Public Infrastructure | CDBG: \$708,200 | Public Facility or Infrastructure Activities other than Low/Moderate Income Housing<br>Benefit: 125000 Persons Assisted |

| Sort Order | Goal Name                | Start Year | End Year | Category                    | Geographic Area | Needs Addressed                                                                                                                                                                                                                                                                                                                                                                                                                                          | Funding                           | Goal Outcome Indicator |
|------------|--------------------------|------------|----------|-----------------------------|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|------------------------|
| 6          | Effective Administration | 2020       | 2024     | Planning and Administration |                 | New Rental Housing<br>Housing Support and Stability<br>Homeownership Opportunities<br>Rehabilitation & Preservation of Existing Housing<br>Assistance for Senior Residents<br>Increase Job Skills<br>Facade Improvements<br>Local Entrepreneurship<br>Social Services<br>Youth Activities and Services<br>Homelessness<br>Streets and Streetscapes<br>Parks and Community Space<br>Disaster Planning and Recovery<br>Utilities and Public Infrastructure | CDBG: \$534,877<br>HOME: \$87,613 | Other: 0 Other         |

| Sort Order | Goal Name                           | Start Year | End Year | Category                | Geographic Area                    | Needs Addressed | Funding              | Goal Outcome Indicator                                                                                                                                                                   |
|------------|-------------------------------------|------------|----------|-------------------------|------------------------------------|-----------------|----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>7</b>   | <b>CDBG COVID Pandemic Response</b> | 2020       | 2022     | COVID Pandemic Response | Citywide based on income (Low/Mod) | COVID-19 Impact | CDBG-CV: \$3,088,367 | Public Services-area benefit: approx. 125,000 Persons Assisted<br>Public Services- 400 persons assisted<br>Economic Development: 20 Business assisted<br>Rental Assistance: 500 assisted |
| <b>8</b>   | <b>ESG COVID Pandemic Response</b>  | 2020       | 2022     | COVID Pandemic Response | Citywide based on income (Low/Mod) | COVID-19 Impact | ESG-CV: \$5,255,005  | Tenant-based rental assistance / Rapid Rehousing: 30 Households Assisted<br>Homeless Person Overnight Shelter: 350 Persons Assisted<br>Street Outreach/Other: 200 Other                  |

Table 6 – Goals Summary

### Goal Descriptions

|          |                         |                                                                                                                                                                                                                                       |
|----------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1</b> | <b>Goal Name</b>        | Improve Supply of Affordable Housing                                                                                                                                                                                                  |
|          | <b>Goal Description</b> | Create and preserve stable, safe, and resilient affordable housing opportunities for homeowners and renters including special needs groups such as farmworkers, persons with disabilities, and the elderly throughout Ventura County. |
| <b>2</b> | <b>Goal Name</b>        | Enhance Economic Stability                                                                                                                                                                                                            |
|          | <b>Goal Description</b> | Enhance economic stability and prosperity by increasing economic opportunities for residents through job skills training and promotion of local entrepreneurship.                                                                     |



|   |                         |                                                                                                                                                                                                                                                                                                        |
|---|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3 | <b>Goal Name</b>        | Increase Social Services                                                                                                                                                                                                                                                                               |
|   | <b>Goal Description</b> | Increase access to health and wellness services, youth activities, senior activities, and social service activities for residents.                                                                                                                                                                     |
| 4 | <b>Goal Name</b>        | Work to End Homelessness                                                                                                                                                                                                                                                                               |
|   | <b>Goal Description</b> | Work alongside the Ventura County Continuum of Care to end homelessness within Ventura County by providing housing, emergency shelter, and social services to homeless persons or those at risk of homelessness.                                                                                       |
| 5 | <b>Goal Name</b>        | Create Quality Neighborhoods                                                                                                                                                                                                                                                                           |
|   | <b>Goal Description</b> | Enhance access to quality, resilient, and livable neighborhoods by improving publicly owned facilities and infrastructure such as parks, streets, sidewalks, and community buildings, including improving accessibility to meet Americans with Disabilities Act (ADA) standards.                       |
| 6 | <b>Goal Name</b>        | Effective Administration                                                                                                                                                                                                                                                                               |
|   | <b>Goal Description</b> | Create and maintain effective housing and community development programs that address the priority needs listed within the Consolidated Plan, comply with all U.S. Housing and Urban Development (HUD) requirements, and achieve the goals and objectives set out by each Ventura County jurisdiction. |
| 7 | <b>Goal Name</b>        | CDBG COVID Pandemic Response                                                                                                                                                                                                                                                                           |
|   | <b>Goal Description</b> | Subject to the CARES Act and emergency policy from HUD, including program regulations and waivers.<br>CDBG-CV funds will be used to prevent, prepare for and respond to coronavirus                                                                                                                    |
| 8 | <b>Goal Name</b>        | ESG COVID Pandemic Response                                                                                                                                                                                                                                                                            |
|   | <b>Goal Description</b> | Subject to the CARES Act and emergency policy from HUD, including program regulations and waivers.<br>ESG-CV funds will be used to prevent, prepare for and respond to coronavirus                                                                                                                     |

## Projects

### AP-35 Projects – 91.220(d)

#### Introduction

These are 2020 Plan year Projects designed to accomplish the goals and objectives of the 2020 AAP. The 2020 Projects will organize Activities in IDIS under the Projects setup in this section of AAP. The Projects are New Rental Housing, Housing Support and Stability, Homeownership Opportunities, Rehabilitation and Preservation, Assistance for Senior Residents, Other Public Services, Youth Activities and Services, Homelessness, Parks and Community Space, Public Facilities and Improvements, Public Facilities -Fire Protection Equipment and Administration and Planning.

Substantial Amendment to 2020 Annual Action Plan includes three new Projects: CDBG-CV COVID Response, CDBG-CV Administration, and ESG-CV COVID Response

#### Projects

| #  | Project Name                                 |
|----|----------------------------------------------|
| 1  | NEW RENTAL HOUSING                           |
| 2  | HOUSING SUPPORT AND STABILITY                |
| 3  | HOMEOWNERSHIP OPPORTUNITY                    |
| 4  | REHABILITATION AND PRESERVATION              |
| 5  | ASSISTANCE FOR SENIOR RESIDENTS              |
| 6  | OTHER PUBLIC SERVICES                        |
| 7  | YOUTH ACTIVITIES AND SERVICES                |
| 8  | HOMELESS ASSISTANCE                          |
| 9  | PARKS AND COMMUNITY SPACE                    |
| 10 | PUBLIC FACILITIES AND IMPROVEMENTS           |
| 11 | PUBLIC FACILITIES -FIRE PROTECTION EQUIPMENT |
| 12 | ADMINISTRATION                               |
| 13 | CDBG-CV COVID Response                       |
| 14 | CDBG- CV Administration                      |
| 15 | ESG-CV COVID Response                        |

Table 7 - Project Information

#### Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The allocation priorities are based on the annual needs identified in coordination with other city

departments. Public service allocations are determined by the participation from other providers to meet the goals of the ConPlan. HOME funds are balanced between development projects and single family housing needs. HESG allocation are targeted exclusively for the needs of the homeless population.

The October 6, 2020 Substantial Amendment adds three new Projects, all designed to prevent, prepare for, and respond to coronavirus. The specific activities are identified in AP-38 Project Summary.

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**AP-38 Project Summary**  
**Project Summary Information**

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|   |                                                                                                |                                                                                                                                                                                                                                   |
|---|------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | <b>Project Name</b>                                                                            | NEW RENTAL HOUSING                                                                                                                                                                                                                |
|   | <b>Target Area</b>                                                                             |                                                                                                                                                                                                                                   |
|   | <b>Goals Supported</b>                                                                         | Improve Supply of Affordable Housing                                                                                                                                                                                              |
|   | <b>Needs Addressed</b>                                                                         | New Rental Housing                                                                                                                                                                                                                |
|   | <b>Funding</b>                                                                                 | HOME: \$788,521                                                                                                                                                                                                                   |
|   | <b>Description</b>                                                                             | PARTICIPATION IN HOUSING DEVELOPMENT FUNDING ASSISTANCE                                                                                                                                                                           |
|   | <b>Target Date</b>                                                                             | 6/30/2021                                                                                                                                                                                                                         |
|   | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | 5 LOW INCOME HOUSEHOLDS                                                                                                                                                                                                           |
|   | <b>Location Description</b>                                                                    | CITY OF OXNARD, CALIFORNIA                                                                                                                                                                                                        |
|   | <b>Planned Activities</b>                                                                      | FINANCIAL ASSISTANCE TO A COMMUNITY HOUSING DEVELOPMENT ORGANIZATION FOR THE DEVELOPMENT OF 5 HOUSING UNITS FOR LOW INCOME HOUSEHOLDS IN OXNARD. THIS PROJECT INCLUDES 15% OF HOME ALLOCATION SET ASIDE FOR CHDO'S, OR \$131,420. |
| 2 | <b>Project Name</b>                                                                            | HOUSING SUPPORT AND STABILITY                                                                                                                                                                                                     |
|   | <b>Target Area</b>                                                                             |                                                                                                                                                                                                                                   |
|   | <b>Goals Supported</b>                                                                         | Improve Supply of Affordable Housing                                                                                                                                                                                              |
|   | <b>Needs Addressed</b>                                                                         | Housing Support and Stability                                                                                                                                                                                                     |
|   | <b>Funding</b>                                                                                 | CDBG: \$200,000                                                                                                                                                                                                                   |
|   | <b>Description</b>                                                                             | HOUSING SERVICES                                                                                                                                                                                                                  |
|   | <b>Target Date</b>                                                                             | 6/30/2021                                                                                                                                                                                                                         |
|   | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | 5 HOUSING UNIT, 8 HOUSEHOLDS (REHABILITATION ), 10 HOUSING UNITS- HOUSING SERVICE; TOTAL OF 23 HOUSEHOLDS                                                                                                                         |
|   | <b>Location Description</b>                                                                    | VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD                                                                                                                                                                                       |
|   | <b>Planned Activities</b>                                                                      | HOUSING SERVICES FOR LOW-MODERATE INCOME HOUSING HOUSEHOLDS                                                                                                                                                                       |
| 3 | <b>Project Name</b>                                                                            | HOMEOWNERSHIP OPPORTUNITY                                                                                                                                                                                                         |

|   |                                                                                                |                                                                                                                                                                                                       |
|---|------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   | <b>Target Area</b>                                                                             |                                                                                                                                                                                                       |
|   | <b>Goals Supported</b>                                                                         | Improve Supply of Affordable Housing                                                                                                                                                                  |
|   | <b>Needs Addressed</b>                                                                         | Homeownership Opportunities                                                                                                                                                                           |
|   | <b>Funding</b>                                                                                 | CDBG: \$125,000                                                                                                                                                                                       |
|   | <b>Description</b>                                                                             | HOMEOWNERSHIP ASSISTANCE                                                                                                                                                                              |
|   | <b>Target Date</b>                                                                             | 6/30/2021                                                                                                                                                                                             |
|   | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | 10 HOUSEHOLDS ASSISTED                                                                                                                                                                                |
|   | <b>Location Description</b>                                                                    | VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD                                                                                                                                                           |
|   | <b>Planned Activities</b>                                                                      | HOMEOWNERSHIP ASSISTANCE FOR LOW-MODERATE INCOME HOUSING HOUSEHOLDS                                                                                                                                   |
| 4 | <b>Project Name</b>                                                                            | REHABILITATION AND PRESERVATION                                                                                                                                                                       |
|   | <b>Target Area</b>                                                                             |                                                                                                                                                                                                       |
|   | <b>Goals Supported</b>                                                                         | Improve Supply of Affordable Housing                                                                                                                                                                  |
|   | <b>Needs Addressed</b>                                                                         | Rehabilitation & Preservation of Existing Housing                                                                                                                                                     |
|   | <b>Funding</b>                                                                                 | CDBG: \$705,153                                                                                                                                                                                       |
|   | <b>Description</b>                                                                             | AFFORDABLE HOUSING RENTAL UNITS; CODE ENFORCEMENT AND COMPLIANCE                                                                                                                                      |
|   | <b>Target Date</b>                                                                             | 6/30/2021                                                                                                                                                                                             |
|   | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | 8 HOUSEHOLDS HOUSING UNITS<br>2,000 HOUSEHOLD HOUSING UNITS (CODE COMPLIANCE)                                                                                                                         |
|   | <b>Location Description</b>                                                                    | VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD                                                                                                                                                           |
| 5 | <b>Planned Activities</b>                                                                      | AFFORDABLE HOUSING RENTAL UNITS FOR LOW-MODERATE INCOME HOUSEHOLDS; SUPPORT THE CODE ENFORCEMENT ACTIVITIES OF THE CITY OF OXNARD DEVELOPMENT SERVICES TO IMPROVE QUALITY OF LIFE AND PROPERTY ISSUES |
|   | <b>Project Name</b>                                                                            | ASSISTANCE FOR SENIOR RESIDENTS                                                                                                                                                                       |

|   |                                                                                                |                                                                                                                                                                                                                        |
|---|------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   | <b>Target Area</b>                                                                             |                                                                                                                                                                                                                        |
|   | <b>Goals Supported</b>                                                                         | Increase Social Services                                                                                                                                                                                               |
|   | <b>Needs Addressed</b>                                                                         | Assistance for Senior Residents                                                                                                                                                                                        |
|   | <b>Funding</b>                                                                                 | CDBG: \$47,500                                                                                                                                                                                                         |
|   | <b>Description</b>                                                                             | PUBLIC SERVICES SUBJECT TO 15% CAP OF 2020 CDBG ALLOCATION AND PROGRAM INCOME. FUNDING FOR SENIOR SERVICES TO INCREASE THE QUALITY OF LIFE                                                                             |
|   | <b>Target Date</b>                                                                             | 6/30/2021                                                                                                                                                                                                              |
|   | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | 300 PERSONS WILL BE ASSISTED WITH SENIOR SERVICES                                                                                                                                                                      |
|   | <b>Location Description</b>                                                                    | CITY-WIDE                                                                                                                                                                                                              |
|   | <b>Planned Activities</b>                                                                      | 1) ASSISTING WITH DAILY NEEDS FOR SENIORS BY CAREGIVERS VOLUNTEERS ASSISTING THE ELDERLY, CITY OF OXNARD RECREATION AT 2) PALM VISTA SENIOR CENTER                                                                     |
| 6 | <b>Project Name</b>                                                                            | OTHER PUBLIC SERVICES                                                                                                                                                                                                  |
|   | <b>Target Area</b>                                                                             |                                                                                                                                                                                                                        |
|   | <b>Goals Supported</b>                                                                         | Increase Social Services                                                                                                                                                                                               |
|   | <b>Needs Addressed</b>                                                                         | Social Services                                                                                                                                                                                                        |
|   | <b>Funding</b>                                                                                 | CDBG: \$149,358                                                                                                                                                                                                        |
|   | <b>Description</b>                                                                             | PUBLIC SERVICES SUBJECT TO 15% CAP OF 2020 CDBG ALLOCATION AND PROGRAM INCOME. FUNDING FOR FAIR HOUSING COUNSELING, HEALTH CARE SERVICES, HOMELESS SHELTER AND SERVICES.                                               |
|   | <b>Target Date</b>                                                                             | 6/30/2021                                                                                                                                                                                                              |
|   | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | 125 LOW-INCOME INDIVIDUALS WILL BE ASSISTED WITH SUBSIDIZED HEALTH CARE SERVICES, FAIR HOUSING SERVICES WILL ASSIST 150 HOUSEHOLDS, AND 150 HOMELESS INDIVIDUALS WILL BE ASSISTED WITH EMERGENCY SHELTER AND SERVICES. |
|   | <b>Location Description</b>                                                                    | VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD                                                                                                                                                                            |

|          |                                                                                                |                                                                                                                                                                                                                                                                          |
|----------|------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <b>Planned Activities</b>                                                                      | 1) CITY OF OXNARD FAIR HOUSING PROGRAM, 2) EMERGENCY SHELTER FOR HOMELESS BY COUNTY OF VENTURA HUMAN SERVICES AGENCY RAIN PROGRAM, 3) HOMELESS SERVICES BY SHELTER CARE RESOURCES, 4) SUBSIDIZED HEALTH CARE SERVICES BY LIVINGSTON MEMORIAL VISITING NURSES ASSOCIATION |
| <b>7</b> | <b>Project Name</b>                                                                            | YOUTH ACTIVITIES AND SERVICES                                                                                                                                                                                                                                            |
|          | <b>Target Area</b>                                                                             |                                                                                                                                                                                                                                                                          |
|          | <b>Goals Supported</b>                                                                         | Increase Social Services                                                                                                                                                                                                                                                 |
|          | <b>Needs Addressed</b>                                                                         | Youth Activities and Services                                                                                                                                                                                                                                            |
|          | <b>Funding</b>                                                                                 | CDBG: \$204,300                                                                                                                                                                                                                                                          |
|          | <b>Description</b>                                                                             | PUBLIC SERVICES SUBJECT TO 15% CAP OF 2020 CDBG ALLOCATION AND PROGRAM INCOME. FUNDING FOR YOUTH RECREATIONAL AND EDUCATIONAL PROGRAMS; YOUTH FROM LOW- AND MODERATE-INCOME HOUSEHOLDS.                                                                                  |
|          | <b>Target Date</b>                                                                             | 6/30/2021                                                                                                                                                                                                                                                                |
|          | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | 1700 YOUTH WILL BE ASSISTED WITH YOUTH SERVICES/RECREATIONAL AND EDUCATIONAL PROGRAMS IN LOW-MOD NEIGHBORHOODS                                                                                                                                                           |
|          | <b>Location Description</b>                                                                    | VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD                                                                                                                                                                                                                              |
|          | <b>Planned Activities</b>                                                                      | CITY OF OXNARD RECREATION AT 1) COLONIA GYM, 2) COLONIA BOXING GYM, 3) COLONIA RECREATION CENTER, 4) POLICE ACTIVITIES LEAGUE, 5) RECREATION ON THE GO AND 6) COLONIA LIBRARY EDUCATIONAL PROGRAM                                                                        |
| <b>8</b> | <b>Project Name</b>                                                                            | HOMELESS ASSISTANCE                                                                                                                                                                                                                                                      |
|          | <b>Target Area</b>                                                                             |                                                                                                                                                                                                                                                                          |
|          | <b>Goals Supported</b>                                                                         | Work to End Homelessness                                                                                                                                                                                                                                                 |
|          | <b>Needs Addressed</b>                                                                         | Homelessness                                                                                                                                                                                                                                                             |
|          | <b>Funding</b>                                                                                 | ESG: \$221,083                                                                                                                                                                                                                                                           |



|   |                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|---|------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   | <b>Description</b>                                                                             | ADMINISTRATION AND PLANNING COSTS SUBJECT TO 7.5% CAP, OR \$16,581. FOR HESG, HEARTH EMERGENCY SOLUTIONS GRANT FUNDS TO PROVIDE FINANCIAL ASSISTANCE TO VARIOUS SERVICE PROVIDERS FOR EMERGENCY SHELTER AND STREET OUTREACH SUBJECT TO 60% CAP; HOMELESS PREVENTION, RAPID RE-HOUSING, AND HMIS ACTIVITIES TO SERVE HOMELESS INDIVIDUALS AND FAMILIES, AND THOSE AT-RISK OF BECOMING HOMELESS. STREET OUTREACH AND EMERGENCY SHELTER ACTIVITIES WILL BE LIMITED TO 60% OF HESG ALLOCATION, OR \$132,649. ALL HESG SUBRECIPIENTS ARE REQUIRED BY CITY OF OXNARD TO PROVIDE MATCHING FUNDS ON A DOLLAR FOR DOLLAR MATCH REQUIREMENT FOR HESG PROGRAM. TOTAL HESG SUBRECIPIENT MATCHING FUNDS WILL BE \$221,083 |
|   | <b>Target Date</b>                                                                             | 6/30/2021                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|   | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | KINGDOM CENTER WILL PROVIDE EMERGENCY SHELTER TO 140 INDIVIDUALS; TURNING POINT WILL PROVIDE EMERGENCY SHELTER TO 15 MENTALLY-ILL PERSONS; CITY OF OXNARD HOUSING DEPARTMENT, HOMELESS DIVISION WILL PROVIDE STREET OUTREACH TO 100 INDIVIDUALS; RAPID RE-HOUSING TO 15 HOMELESS HOUSEHOLDS and HOMELESS PREVENTION ASSISTANCE TO 20 HOMELESS PERSONS                                                                                                                                                                                                                                                                                                                                                        |
|   | <b>Location Description</b>                                                                    | VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|   | <b>Planned Activities</b>                                                                      | 1) ADMINISTRATION OF HESG BY CITY OF OXNARD, 2) KINGDOM CENTER WILL PROVIDE EMERGENCY SHELTER AND , 3) EMERGENCY SHELTER FOR MENTALLY ILL BY TURNING POINT FOUNDATION, CITY OF OXNARD HOUSING DEPARTMENT, HOMELESS DIVISION WILL PROVIDE 4) STREET OUTREACH, 5) RAPID RE-HOUSING, AND 6) HOMELESS PREVENTION                                                                                                                                                                                                                                                                                                                                                                                                 |
| 9 | <b>Project Name</b>                                                                            | PARKS AND COMMUNITY SPACE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|   | <b>Target Area</b>                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|   | <b>Goals Supported</b>                                                                         | Create Quality Neighborhoods                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|   | <b>Needs Addressed</b>                                                                         | Parks and Community Space                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|   | <b>Funding</b>                                                                                 | CDBG: \$118,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|   | <b>Description</b>                                                                             | PUBLIC IMPROVEMENTS OF PUBLIC PARKS AND COMMUNITY SPACE WITHIN LOW- AND MODERATE INCOME AREAS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|   | <b>Target Date</b>                                                                             | 6/30/2021                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

|           |                                                                                                |                                                                                                                                                                                                                           |
|-----------|------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|           | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | THIS PROJECT WILL ACCOUNT FOR TANGIBLE IMPROVEMENTS TO PUBLIC IMPROVEMENTS IN LOW-MOD CENSUS TRACT NEIGHBORHOODS. THE ACTIVITIES WILL TARGET LOW-MOD CENSUS TRACT NEIGHBORHOODS, ESTIMATED AT 60,000                      |
|           | <b>Location Description</b>                                                                    | LOW AND MODERATE INCOME AREAS                                                                                                                                                                                             |
|           | <b>Planned Activities</b>                                                                      | 1) PLEASANT VALLEY PARK BALL COURT AND 2) LA COLONIA GREEN ALLEYS                                                                                                                                                         |
| <b>10</b> | <b>Project Name</b>                                                                            | PUBLIC FACILITIES AND IMPROVEMENTS                                                                                                                                                                                        |
|           | <b>Target Area</b>                                                                             |                                                                                                                                                                                                                           |
|           | <b>Goals Supported</b>                                                                         | Create Quality Neighborhoods                                                                                                                                                                                              |
|           | <b>Needs Addressed</b>                                                                         | Utilities and Public Infrastructure                                                                                                                                                                                       |
|           | <b>Funding</b>                                                                                 | CDBG: \$395,200                                                                                                                                                                                                           |
|           | <b>Description</b>                                                                             | PUBLIC FACILITIES AND IMPROVEMENTS                                                                                                                                                                                        |
|           | <b>Target Date</b>                                                                             | 6/30/2021                                                                                                                                                                                                                 |
|           | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | THIS PROJECT IS CITY-WIDE AND WILL ACCOUNT FOR IMPROVEMENTS TO CITY FACILITIES. THE CITY-WIDE ACTIVITIES WILL ASSIST APPROX 209,000 PERSONS, OF WHICH OVER 60% ARE LOW/MOD INCOME RESIDENTS, ESTIMATED AT 125,000 PERSONS |
|           | <b>Location Description</b>                                                                    | CITY-WIDE                                                                                                                                                                                                                 |
|           | <b>Planned Activities</b>                                                                      | 1) HOMELESS SHELTER PORTABLE FACILITIES, 2) MULTI SERVICE CENTER REHABILITATION, 3) ONE STOP FACILITY AND 4) POLICE ACTIVITY LEAGUE (PAL) REHABILITATION                                                                  |
| <b>11</b> | <b>Project Name</b>                                                                            | PUBLIC FACILITIES -FIRE PROTECTION EQUIPMENT                                                                                                                                                                              |
|           | <b>Target Area</b>                                                                             |                                                                                                                                                                                                                           |
|           | <b>Goals Supported</b>                                                                         | Create Quality Neighborhoods                                                                                                                                                                                              |
|           | <b>Needs Addressed</b>                                                                         | Disaster Planning and Recovery<br>Utilities and Public Infrastructure                                                                                                                                                     |
|           | <b>Funding</b>                                                                                 | CDBG: \$195,000                                                                                                                                                                                                           |
|           | <b>Description</b>                                                                             | PUBLIC FACILITIES -FIRE PROTECTION EQUIPMENT                                                                                                                                                                              |
|           | <b>Target Date</b>                                                                             | 6/30/2021                                                                                                                                                                                                                 |

|    |                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----|------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | THIS PROJECT IS CITY-WIDE AND WILL ACCOUNT FOR IMPROVEMENTS TO PUBLIC FACILITIES-FIRE PROTECTION EQUIPMENT. THE CITY-WIDE ACTIVITIES WILL ASSIST APPROX 209,000 PERSONS, OF WHICH OVER 60% ARE LOW/MOD INCOME RESIDENTS, ESTIMATED AT 125,000 PERSONS.                                                                                                                                                                                                   |
|    | <b>Location Description</b>                                                                    | CITYWIDE                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|    | <b>Planned Activities</b>                                                                      | 1) EMERGENCY OPERATIONS CENTER                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 12 | <b>Project Name</b>                                                                            | ADMINISTRATION                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|    | <b>Target Area</b>                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|    | <b>Goals Supported</b>                                                                         | Effective Administration                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|    | <b>Needs Addressed</b>                                                                         | New Rental Housing<br>Housing Support and Stability<br>Homeownership Opportunities<br>Rehabilitation & Preservation of Existing Housing<br>Assistance for Senior Residents<br>Increase Job Skills<br>Facade Improvements<br>Local Entrepreneurship<br>Social Services<br>Youth Activities and Services<br>Homelessness<br>Streets and Streetscapes<br>Parks and Community Space<br>Disaster Planning and Recovery<br>Utilities and Public Infrastructure |
|    | <b>Funding</b>                                                                                 | CDBG: \$534,877<br>HOME: \$87,613                                                                                                                                                                                                                                                                                                                                                                                                                        |
|    | <b>Description</b>                                                                             | ADMINISTRATION AND PLANNING COSTS SUBJECT TO CAPS FOR EACH FUNDING SOURCE; CDBG (20% of Allocation & PI) AND HOME (10% of Allocation & PI)                                                                                                                                                                                                                                                                                                               |
|    | <b>Target Date</b>                                                                             | 6/30/2021                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|    | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | ADMINISTRATION AND PLANNING ACTIVITIES WILL BENEFIT FAMILIES CITYWIDE. AN ESTIMATED 209,000 PERSONS WILL BENEFIT FROM THIS AVTIVITY OF WHICH OVER 60% ARE LOW- AND MODERATE- INCOME RESIDENTS                                                                                                                                                                                                                                                            |
|    | <b>Location Description</b>                                                                    | CITYWIDE                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

|           |                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-----------|------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|           | <b>Planned Activities</b>                                                                      | COORDINATION OF ALL CDBG AND HOME ADMINISTRATION AND PLANNING ACTIVITIES.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>13</b> | <b>Project Name</b>                                                                            | <b>CDBG-CV COVID RESPONSE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|           | <b>Target Area</b>                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|           | <b>Goals Supported</b>                                                                         | CDBG COVID Pandemic Response                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|           | <b>Needs Addressed</b>                                                                         | Social Services<br>Youth Activities and Services<br>Homelessness<br>Disaster Planning and Recovery<br>Increase Job Skills<br>Local Entrepreneurship                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|           | <b>Funding</b>                                                                                 | CDBG-CV1: \$1,211,543<br>CDBG-CV3: \$1,259,151<br><br>Total CDBG-CV Project: \$ 2,470,694                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|           | <b>Description</b>                                                                             | CDBG activities to prevent, prepare for and respond to coronavirus. Subject to the CARES Act and emergency policy from HUD, including program regulations and waivers. The CDBG-CV activities total \$2,470,694. The CDBG-CV1 activities are \$1,211,543 and CDBG-CV3 activities are \$1,259,151.                                                                                                                                                                                                                                                                                                                                                                                      |
|           | <b>Target Date</b>                                                                             | 9/30/22                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|           | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | An estimated 209,000 person will benefit from the Fire Paramedicine activity of which over 60% are low and moderate income residents, estimated at 125,000 persons. 21,000 persons will be assisted with Food Share activity; 14,000 persons will be assisted with Health Sanitation activity; 250 homeless individuals will be assisted with emergency shelter and services; 150 youth will be assisted with youth services and educational programs; 10 persons will be assisted by job development and training; rental assistance program will assist 500; and technical assistance activity will assist 20 businesses. These activities are in low-moderate income neighborhoods. |
|           | <b>Location Description</b>                                                                    | CITYWIDE & LOW AND MODERATE INCOME AREAS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

|           |                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-----------|------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|           | <b>Planned Activities</b>                                                                      | City of Oxnard Fire Department will provide 1) Fire Paramedicine & PPE; City of Oxnard Cultural & Community Services will provide 2) Food Share, 3) Health-Sanitation Program, 4) Homeless Shelter Expansion, 5) Homework Center at Colonia Gym, South Oxnard Center, Durley Park Youth Center; City of Oxnard Housing Department will provide 6) Homeless Outreach, 7) Homeless Encampment Response, 8) Vocational Job Development & Training, 9) Business Improvement-South Oxnard; City of Oxnard Housing Authority will provide 10) Rental Assistance Program; and Community of Action of Ventura County will provide 11) Oxnard Homeless Services. |
| <b>14</b> | <b>Project Name</b>                                                                            | <b>CDBG-CV Administration</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|           | <b>Target Area</b>                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|           | <b>Goals Supported</b>                                                                         | CDBG COVID Pandemic Response                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|           | <b>Needs Addressed</b>                                                                         | Social Services<br>Youth Activities and Services<br>Homelessness<br>Disaster Planning and Recovery<br>Increase Job Skills<br>Local Entrepreneurship                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|           | <b>Funding</b>                                                                                 | CDBG-CV1: \$302,885<br>CDBG-CV3: \$314,788<br><br>Total CDBG-CV Project: \$617,673                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|           | <b>Description</b>                                                                             | Administrative tasks supporting activities to prevent, prepare for and respond to coronavirus. (20% cap of Allocation)<br>Subject to the CARES Act and emergency policy from HUD, including program regulations and waivers. The CDBG-CV Administration total is \$617,673                                                                                                                                                                                                                                                                                                                                                                              |
|           | <b>Target Date</b>                                                                             | 9/30/22                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|           | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | Administration and planning activities will benefit families citywide. An estimated 209,000 persons will benefit from this activity of which over 60% are low- and moderate- income residents.                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

|           |                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------|------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|           | <b>Location Description</b>                                                                    | CITYWIDE                                                                                                                                                                                                                                                                                                                                                                             |
|           | <b>Planned Activities</b>                                                                      | Coordination of all CDBG-CV Administration and planning activities.                                                                                                                                                                                                                                                                                                                  |
| <b>15</b> | <b>Project Name</b>                                                                            | <b>ESG-CV COVID RESPONSE</b>                                                                                                                                                                                                                                                                                                                                                         |
|           | <b>Target Area</b>                                                                             |                                                                                                                                                                                                                                                                                                                                                                                      |
|           | <b>Goals Supported</b>                                                                         | ESG COVID Pandemic Response                                                                                                                                                                                                                                                                                                                                                          |
|           | <b>Needs Addressed</b>                                                                         | Homelessness                                                                                                                                                                                                                                                                                                                                                                         |
|           | <b>Funding</b>                                                                                 | ESG-CV1: \$ 762,355<br>ESG-CV2: \$ 4,492,650<br><br>Total ESG-CV Project: \$ 5,255,005                                                                                                                                                                                                                                                                                               |
|           | <b>Description</b>                                                                             | ESG-CV activities to prevent, prepare for and respond to coronavirus. Administration cost subject to 10% cap, or \$525,500. The ESG-CV activities total \$4,077,916. The ESG-CV remaining balance of \$651,589 is unallocated and will be distributed to ESG eligible activities. Subject to the CARES Act and emergency policy from HUD, including program regulations and waivers. |
|           | <b>Target Date</b>                                                                             | 9/30/22                                                                                                                                                                                                                                                                                                                                                                              |
|           | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | City of Oxnard Housing Department, Homeless Division will provide Emergency Shelter to 350 homeless persons; Rapid Rehousing to 30 individuals and Street Outreach to 200 individuals.                                                                                                                                                                                               |
|           | <b>Location Description</b>                                                                    | VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD                                                                                                                                                                                                                                                                                                                                          |
|           | <b>Planned Activities</b>                                                                      | City of Oxnard, Homeless Division will provide 1) Homeless Expansion Shelter, 2) Temporary Homeless Shelter at K Street, 3) Temporary Emergency Shelter at 2nd Street, 4) Case Management & Rapid Re-Housing, 5) Homeless Encampment Response-Outreach, 6) Street Outreach; City of Oxnard will provide 7) Administration of ESG-CV                                                  |

## AP-50 Geographic Distribution – 91.220(f)

### Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The primary national objectives of the ConPlan programs are to benefit LMI residents, therefore, the City's CDBG funds will be targeted to extremely low, low, and moderate-income persons. The City has traditionally dedicated 100 percent of its CDBG resources to activities that exclusively benefit LMI persons. CDBG funds will be used to serve the LMI persons Citywide and in Low-Moderate Areas (LMA). This trend is expected to continue in PY 2020. Also, the City will continue to assist the low-income persons citywide with HOME and HESG funds. The target areas are: (1) Citywide, with 89 percent of the total entitlement funds; and, (2) the LMA Census Tract, 11 percent. The total entitlement includes the administration and planning funding.

### Geographic Distribution

| Target Area | Percentage of Funds |
|-------------|---------------------|
|             |                     |

Table 8 - Geographic Distribution

### **Rationale for the priorities for allocating investments geographically**

The need for affordable housing (funded from CDBG and HOME) is present throughout the City. CDBG funds for direct benefit category-capital improvements and code enforcement are allocated based on the percentage of LMI persons within the LMA neighborhoods. Regarding the Public Services category of the CDBG funds, the proposed projects will focus on the basic needs of the residents such as health care, essential and supportive services, as well as housing services. The special population such as seniors, homeless and youth will continue to receive their funding for the healthcare needs, nutrition needs, education needs, shelter support and recreational needs.

HESG allocations are based on the limited clientele are distributed citywide.

HOME funds are distributed based on the income eligibility of the clients and citywide basis. These allocations also cover designated areas targeted by Code Compliance efforts to reduce and eliminate the deterioration of the areas through the Homeownership program as well as the Housing Rehabilitation program: homeowners will improve the beautiful appearance of the home and the safety of the neighborhood.

### **Discussion**

As always, the City of Oxnard will continue to look for available public and private resources and creative ways to fund the needy programs.



## Affordable Housing

### AP-55 Affordable Housing – 91.220(g)

#### Introduction

HOME affordable housing loans for down payment assistance or rehabilitation will leverage affordable housing loan programs, funded by State of CA, such as BEGIN and CAL-HOME. HOME development financing assistance will leverage development funds from State of California, developer equity, private financing, and tax credit financing.

Lower-income households continue to pay a high percentage of their income for housing, compared to other income groups. A large percentage of lower-income renters tend to experience overcrowding and inadequate housing conditions as housing problems. In order to help provide decent and affordable housing, and improve the social and economic status for LMI households in Oxnard, the following programs will be available during the next program year:

1. First time Homebuyer Loan Program
2. Homeownership Assistance Program
3. Rehabilitation of Single-Family and Mobile home Housing Units
4. Rehabilitation of Housing Rental Units
5. Construction of new affordable dwelling units
6. Preservation of 520 public housing rental units and 1,840 Section 8 vouchers (including 15 set aside vouchers for homeless persons and 67 VASH vouchers for veterans)

| One Year Goals for the Number of Households to be Supported |       |
|-------------------------------------------------------------|-------|
| Homeless                                                    | 50    |
| Non-Homeless                                                | 2,360 |
| Special-Needs                                               | 250   |
| Total                                                       | 2,660 |

**Table 9 - One Year Goals for Affordable Housing by Support Requirement**

| One Year Goals for the Number of Households Supported Through |       |
|---------------------------------------------------------------|-------|
| Rental Assistance                                             | 2,145 |
| The Production of New Units                                   | 5     |
| Rehab of Existing Units                                       | 6     |
| Acquisition of Existing Units                                 | 10    |

| One Year Goals for the Number of Households Supported Through |       |
|---------------------------------------------------------------|-------|
| Total                                                         | 2,166 |

**Table 10 - One Year Goals for Affordable Housing by Support Type**

### Discussion

City of Oxnard's Affordable Housing Division (AHRD) offers HOME grant funds to finance homebuyer assistance and rehabilitation of owner-occupied single family housing for local residents. AHRD will also continue to provide financial assistance to Community Housing Development Organizations (CHDO) to develop affordable housing units throughout the City subject to available funding and as permitted by the funding source. Loan information is provided to interested residents at homeownership fairs, workshops, and on the City of Oxnard's Housing Department website

## AP-60 Public Housing – 91.220(h)

### Introduction

Oxnard Housing Authority (OHA) currently administers 520 public housing units, 1,840 Section 8 rental assistance vouchers, which includes 67 VASH vouchers and provides support services through its Resident Services program and Family Self-Sufficiency (FSS) program. The needs of public housing residents are supported with a Resident Services program which offers a variety of services to families and youth on-site. The FSS program supports and promotes public housing and Section 8 families with homeownership opportunities and economic self-sufficiency. The FSS Program provides one-on-one counseling and individual assistance to families that participate in this program. Marketing flyers for the residential rehabilitation program and the home buyer program are also available in the City's Housing Department lobby.

### Actions planned during the next year to address the needs to public housing

Modernization projects for the public housing units, where most needed, are funded through its Capital Fund program. Every 5 years the Capital Fund program conducts a PNA (Physical Need Assessment) throughout the entire housing units and sends out survey questionnaires to the residents to assess the physical deficiencies in their units. It also collects input from Maintenance and Public Housing Staff. All the collected deficiencies get translated into capital improvement projects and get tabulated into a 5 year action plan. Each year, in its Annual Plan and Statement, Capital Fund re-prioritizes those projects identified in the 5 year plan.

For Fiscal year 2020/21, the following capital improvement projects for public housing units are planned:

|                                             |             |
|---------------------------------------------|-------------|
| Cal 31-2 (Felicia Court) Roofing            | \$250,000   |
| Exterior Doors                              | \$220,000   |
| Cal 31-8 (Palm Vista) Boiler Replacement    | \$ 10,000   |
| Cal 31-5 (Plaza Vista) Kitchen Cabinets     | \$175,000   |
| Cal 31-7 (Scattered sites) Kitchen Cabinets | \$350,000   |
| Building Improvements                       | \$ 10,000   |
| Total Planned projects for 2020             | \$1,015,000 |

In 2019, the Oxnard Housing Authority retired 144 public housing units, the impacted public housing residents were issued Section 8 Project Based Vouchers for the Las Cortes Project and any remaining families were given Section 8 tenant based vouchers to relocate to a unit in the private market.

### Actions to encourage public housing residents to become more involved in management and

**participate in homeownership**

Homeownership opportunities are promoted by offering public housing families homeownership counseling services by Ventura County Community Development Corporation (VCCDC). In addition, families are informed of these services through its Family Self-Sufficiency Program and distribution of fliers to all households.

Public housing residents are encouraged to participate in public housing tenant associations that advocate on behalf of tenants to support efforts to improve public housing stock and living conditions.

**If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance**

Not Applicable

**Discussion**

In order to respond to the increasing need for affordable housing units within the community, OHA and the Housing Department will continue to seek new resources of financing new housing development projects and partnering with developers, owners, and CHDO's.

## **AP-65 Homeless and Other Special Needs Activities – 91.220(i)**

### **Introduction**

Jurisdictions that receive federal funds for homeless assistance are required to conduct a Point In Time Count (PIT) of homeless persons each year. The 2020 PIT count was conducted on January 29, 2020.

The "Ventura County 2020 Homeless Count and Subpopulation Survey: Final Report", published in April 2020. The report is at the following website:

<https://s33020.pcdn.co/wp-content/uploads/2020/04/2020-VC-Homeless-Count-Report-Final.pdf>

In summary, the PIT count is a snapshot of homeless people who could be enumerated on one specific day. The 2020 PIT counted a total of 379 unsheltered homeless persons in Oxnard.

### **Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including**

#### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

In the previous twelve months the City of Oxnard established a year around homeless shelter and navigation center located on K Street in Oxnard. The City of Oxnard contracted Mercy House to operate the navigation center. The navigation center will continue its operation for the next twelve-month period and beyond. Oxnard has launched an effort to develop a new construction mixed-use development that will include a new and replacement navigation center and 110-bed homeless shelter plus other support services and fifty-four units of permanent supportive housing. We expect that this new project will be in operation within thirty-six months and will maintain the interim operation on K Street until relocation is possible.

During the next year, Oxnard will engage a new street outreach team to offer navigation for basic needs, services and shelter. The street outreach team will coordinate with Mercy House and the Oxnard Navigation Center as well as the Homeless Liaison Officers with the Oxnard Police Department.

#### **Addressing the emergency shelter and transitional housing needs of homeless persons**

The emergency shelter and transitional housing needs of homeless persons are currently being addressed by several service providers throughout Ventura County. The emergency shelter needs in the area are met by the following providers: Mercy Housing in operation of the Oxnard Navigation Center, Ventura County Rescue Mission - single men over the age of 18 with rotating stay schedule, 10 nights in/5 nights out; Kingdom Center - emergency shelter for single women and women with children; Lighthouse Mission for Women and Children - single women and women with children; and Turning Point Foundation - mentally ill individuals.

Transitional housing needs are currently being met by the following providers: Kingdom Center - single women and women with children; Khepera House - single men; Many Mansions - transition aged youth, single women and women with children; Turning Point Foundation - single mentally ill persons; Salvation Army - families, single parents and single persons; VC-HSA - families, single parents and children, and single persons; Project Understanding - families and single parent households.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

There are many providers that are working diligently to assist homeless persons from not only finding housing, but also to prevent further incidents of homelessness. The Oxnard Housing Authority has created a homeless preference in issuance of Housing Choice Vouchers and is actively offering permanent housing opportunities. During the 2019 – 2020 fiscal year the Oxnard Housing Authority expects to house fifty otherwise homeless families with the use of Housing Choice Vouchers.

The Ventura County Human Services Agency utilizes both County General Funds and the City's Emergency Solutions Grant to provide eviction prevention and rapid re-housing services to all of these populations; they will continue to do this in the forthcoming operating year. Additionally, Ventura County Veterans Services, Homeless Health Care and Ventura County Behavioral Health all work closely with the service providers to provide other supportive services to assist in reducing the incidence of homelessness as they have also done in the recent past.

OHA works in conjunction with the Veteran Administration to administer 67 housing vouchers for homeless veterans under the VASH program. This program targets chronically homeless veterans.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**

The CoC has documented discharge policies of all of the above mentioned services that spell out various directions to ensure persons are not discharged into homelessness. Additionally, as stated earlier, HSA works with qualifying low-income persons and families to avoid homelessness. This is done with the utilization of HESG and Ventura County allocated general fund dollars. Under the CoC discharge policy, in fulfilling the State Mandated Policy (state law related to the discharge protocol), the following are

found:

1. **Health Care Facilities:** the County health care system describes the discharge policy as interdisciplinary responsibility. For the persons who require ongoing medical and nursing care and who have no identifiable address they may be discharged to a respite program at the RAIN project, a County operated transitional housing project. Others, upon discharge routinely go to group homes, board and care facilities, or reunite with families and friends.
2. **Mental Health Facilities:** the Ventura County Medical Center Psychiatric Inpatient Unit with the collaboration of Ventura County Behavioral Health and various community agencies provide discharge planning and placement assistance to patients, when leaving the mental health facilities.
3. **Foster care and other youth facilities:** the goal is to provide assisted services to eligible youth and young adults between the ages of 16 and 21 in making a successful transition from foster care to independent living and achieve self-sufficiency. In addition to the County Children and Family Services, a Transitional Age Youth (TAY) center, operated by Pacific Clinic is also available.
4. **Corrections programs and institutions:** upon release, inmates are able to obtain housing in transitional and permanent housing programs, group homes, and sober living homes as well as with family and friends.

## Discussion

The CoC has incorporated each of the following goals of Opening Doors into its 20-year plan to end homelessness:

1. Ending chronic homelessness through targeted street outreach (CDBG-Community Action-One Stop Shelter, CoC-Oxnard Homeless Outreach Program, VCHSA-Rapid Re-housing, HESG-Winter Warming Shelter), discharge planning and implementation of a housing first approach.
2. Preventing and ending homelessness among veterans by providing permanent supportive housing beds, in addition to Section 8 HUD VASH vouchers.
3. Preventing and ending homelessness for families, youth, and children by 2020 through rapid rehousing program and homeless prevention activities. The CoC set a path to ending all types of homelessness in its 10-year plan by implementing a coordinated assessment system-Pathways to Home. As a result, the number of chronic homeless, veterans, families, and youth continue to demonstrate positive results.
4. All of the above objectives are still in progress and will be folded into a regional plan and strategy lead by the County of Ventura.

## **AP-75 Barriers to affordable housing – 91.220(j)**

### **Introduction:**

Barriers or constraints to the affordability of housing exist in many forms. A particular building code that to one sector might be interpreted as a “negative” public policy that acts as a barrier to affordable housing may to another sector be seen as a life-saving necessity – for example, seismic safety construction requirements. The same can be said for zoning and land use regulations. It should be noted that in Ventura County, local growth limitations have been adopted by direct ballot measures. Some of these measures entail costs which can affect housing supply and the cost of housing that is produced. Barriers to exit homelessness include the lack of a permanent, year round shelter and the lack of housing units for those at the very low- and low- income spectrum. Because of the high cost to develop housing for these populations and limited public funding to subsidize the development of new affordable housing units, developers often do not have the resources to develop the number of units necessary to house this population. When this occurs, badly needed units go undeveloped, thus further limiting housing opportunities for those hardest to house.

### **Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

Environmental review, general planning, zoning, and related local land use regulations and development standards are all extensions of local government police powers to protect life and property, minimize nuisances, and achieve a desired quality of life as expressed through a participatory democratic process. Certain barriers to affordability are imposed by the mandates created by State Law (such as preparing and adopting a General Plan and conducting environmental reviews), are adopted for safety or civil rights reasons (such as the imposition of seismic construction standards in quake-prone areas, or requiring compliance with accessibility or visitability design standards), or enacted to remedy or prevent a specific local issue (such as requiring landscaping to deter graffiti). The term “barrier” should not be interpreted in the context that local development standards and development review procedures are inhibiting the provision of quality affordable housing that would otherwise be developed, but are the cumulative effect of the development requirements imposed by the layers of government regulations and laws that impact residential development.

### **Discussion:**

The City strives to consistently implement all policies and procedures, to review local development standards and development review procedures in such a way as to avoid and ensure that such do not have unintended negative consequences, and to improve policies and procedures so as to increase the opportunities and feasibility of developing affordable housing, especially for special needs and very low- and low-income units). The City will continue to engage in these efforts to identify and minimize any



barriers over which the City has legal authority, in accordance with applicable law.

## **AP-85 Other Actions – 91.220(k)**

### **Introduction:**

The City will implement the goals and strategies of the Consolidated Plan to achieve the other actions listed in the next section

### **Actions planned to address obstacles to meeting underserved needs**

The City will continue to utilize available resources to fund administrative support activities to meet the underserved needs in the community. The City will continue to work with the appropriate state agencies to administer the assets of the former redevelopment agency in the appropriate manner, and to the benefit of the LMI community whenever possible and feasible. Limited availability of funding from federal, state and other sources;

High cost of housing and provisions in the area which increases the difficulty of meeting affordable housing needs;

Reduced or frozen funding from state and other sources due to inadequate state revenue; the housing and credit crisis causing a negative effect;

A tight job market has produced an increased demand for production of new housing which is not being met, increasing home prices. Salaries are not commensurate with the high cost of housing in this market. These two factors combine to exacerbate the affordability crisis; and,

Credit crisis has limited the availability of capital to develop housing for low-and moderate-income households and special needs groups. City staff will address the challenges of existing and new obstacles in PY 2020 by focusing on the following programmatic and administrative areas: Staff will continue to research the availability of future funding resources that leverage the development of affordable housing units, inclusive of grants, bond financing, Section 108 funding and partnering with other affordable housing developers. CDBG and other funds will be used to fund administrative support for programs that serve the needs of LMI citizens citywide. This is especially critical now that no redevelopment agency funding is available, given that redevelopment agencies no longer exist in California. Staff will continue to collaborate with private-sector partners when appropriate in the development and construction of affordable housing. Staff will continue to collaboratively work with the service provider community, non-profit organizations, and neighboring cities and local governmental agencies within the County of Ventura to identify projects that also meet federal community development program eligibility and which can comply with timely draw-down requirements.

### **Actions planned to foster and maintain affordable housing**

The City utilizes its Inclusionary Housing Program to provide significant numbers of affordable housing units. To ensure that Oxnard has enough opportunity sites suitable for residential development and to meet the remaining RHNA affordable allocation of 2,497 lower income and moderate units and 53 above moderate income units, the City is relying on the following:

- The All Affordable Housing Opportunity Program (AAHOP) and Affordable Housing (AH) additive zone (see Supplement 2) with an inventory of 2,067 units on 38 AAHOP sites
- 66 Vacant and Underutilized Sites (see Supplement 2)

The City of Oxnard has adopted several ordinances that establish inclusionary affordable housing requirements for new developments. Relevant ordinances are City Council Ordinances 2721 and 2615. The Inclusionary Housing Program provides for in-lieu fee payments that can replace the on-site units within a development subject to approval by the City Council. The City is currently in the process of completing a study to increase the City's in-lieu fee. In-lieu fees for development project are as follows:

**For-Sale Units:** If the in-lieu request is granted, the developer is required to make a payment of 1 percent of the sales price of each for sale unit in the project based on increments of \$50,000, with a minimum payment of \$5,000 for each unit.

**Rental Units:** A payment is required for each rental unit. The price is adjusted every six months by the percentage increase or decrease for the previous six months as determined by the Los Angeles Riverside-Orange County Consumer Price Index for all urban consumers.

The City Council generally prefers on-site affordable housing as opposed to payment of in-lieu fees. A project that is approved for in-lieu payments has usually agreed to another public benefit through a Development Agreement that justifies the in-lieu payment. In-lieu payments are made when the developer applies for building permits for the approved units. The in-lieu fees collected provide funding support in the form of developer loans to new affordable housing projects and are almost always leveraged with other funding sources. The current in-lieu fund balance is approximately \$2.8 million.

Possible incentives may include, but are not limited to, the following:

- Assistance with accessing and applying for funding (based on availability of federal, state, local foundations, and private funds)
- Mortgage-subsidy or down payment assistance programs to assist first- time homebuyers and other qualifying households, when such funds are available
- Expedited/streamlined application processing and development review
- Modification of development requirements, such as reduced setbacks and parking standards on a case-by-case basis
- Density bonus

### **Actions planned to reduce lead-based paint hazards**

The City will coordinate activities with the County of Ventura Department of Health and Human Services to reduce lead-based paint hazards in accordance with federal regulations. Any rehabilitation activities on housing units constructed prior to 1978 will have lead hazards identified and actions taken to remove

the hazard. The City's Affordable Housing Division does not own or manage any housing units. All units for which HOME and CDBG assistance is provided for homebuyer assistance or homeowner rehabilitation are administered in compliance with HUD's HOME or CDBG regulations for lead-based paint, as applicable. With respect to units owned or assisted by the Oxnard Housing Authority, there have been no cases of Public Housing tenants and/or Section 8 participant households reporting or having been discovered to have poisoned children or any child with "Elevated Blood Lead Level". OHA staff provides a brochure related to lead based paint hazards to all new tenants and program participants. Maintenance staff attends training and seminars to stay current with the State of California Lead Awareness Training requirements.

### **Actions planned to reduce the number of poverty-level families**

Eliminating poverty is a clear concern in Oxnard and Ventura County in general. Efforts are constantly underway to improve the quality of life and economic well-being of the residents through collaborative efforts of the following agencies and their programs to provide needed skills for individuals seeking jobs and thereby getting them out of poverty:

- City Corp
- Community Action of Ventura County
- Oxnard Housing Authority
- County of Ventura-Human Services Agency
- City's youth programs such Police Activities League programs, Colonia Gymnasium, Colonia Recreation Center and Boxing programs

### **Actions planned to develop institutional structure**

Extensive public and private partnerships have been established and organized to address the City's housing, homeless, and community development needs: Entitlement Grants workshops and training, Affordable Housing workshops for homeowners, Relocation meetings for residents, Fair Housing training and other scheduled meetings (such as Pre-construction meetings, Commission on Homelessness meetings, and meetings with County Continuum of Care Council, Housing Committee meetings).

### **Actions planned to enhance coordination between public and private housing and social service agencies**

The City will continue to collaborate with public and private housing and social service agencies to meet the goals and objectives of the Consolidated Plan. This could be from ongoing meetings, special meetings and task force.

**Discussion:**

The City anticipates significant numbers of inclusionary affordable housing to be developed within several proposed specific plans and other new projects. Based on a thorough review, the City does not believe that the current inclusionary housing program is a constraint to the development of housing in addition to the incentives and concessions currently being offered and conversations with local developers who have been able to work within the requirement of the inclusionary housing program and produce housing. To further ensure the program does not pose a constraint, the City has included a monitoring process.

Other actions that the the City of Oxnard will continue to improve compliance assessment for all its HUD funded programs and projects by 1) monitoring program and financial performance; 2) compliance with Environmental review: each project is reviewed for compliance with the National Environmental Protection Act. The City has a consulting agreement with Rincon to assist and perform the environmental reviews for housing developments and facility improvement projects, more complicated, and time consuming projects; 3) Labor Compliance Act: the City reviews and perform the contract administration of all CDBG-funded construction projects; 4) Section 3 Compliance: this function is also performed by the City; 5) Procurement and Purchasing: The City has its own procurement and purchasing policies managed by staff in the Finance Department; 6) Partnerships with Citizen Advisory Groups: Inter-Neighborhood Council Forum, Commission on Homelessness, Parks and Recreation and Community Services Commission, Mobilehome Park Rent Review Board, and Senior Services Commission.

## Program Specific Requirements

### AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

#### Introduction:

In addition to the 20% cap for Administration, the City of Oxnard also allocates 15% of 2020 CDBG funds for public services such as recreation programs for youth, homeless services, senior services and fair housing activities. The balance of the funds will be allocated to housing activities, code compliance and public facilities and improvements. In the event of an emergency (such as an earthquake, flooding, or hurricane ...) the City will cut the non-committed funds from other existing projects in order to fund the urgent need within the allowable range. However, the urgent need to meet the following tests: (1) the existing conditions pose a serious and immediate threat to the health and welfare of the community, (2) the existing conditions are recent or recently became urgent, generally 18 months, (3) the City cannot finance on its own, (4) and when other funding sources are not available.

#### Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

|                                                                                                                                                                                                |          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed                                            | 0        |
| 2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan. | 0        |
| 3. The amount of surplus funds from urban renewal settlements                                                                                                                                  | 0        |
| 4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan                                                   | 0        |
| 5. The amount of income from float-funded activities                                                                                                                                           | 0        |
| <b>Total Program Income:</b>                                                                                                                                                                   | <b>0</b> |

#### Other CDBG Requirements

|                                                                                                                                                                                                                                                                                                                                                                                                   |         |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 1. The amount of urgent need activities                                                                                                                                                                                                                                                                                                                                                           | 0       |
| 2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan. | 100.00% |

## **HOME Investment Partnership Program (HOME)**

### **Reference 24 CFR 91.220(l)(2)**

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

Other forms of local investments for housing that may be available to projects include financing from the City's in-lieu fees, CDBG funding. Additionally, the City also provides homebuyer assistance through the use of program income received from BEGIN and CALHOME State funded grant programs.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

Refer to Questions # 3 for Resale Provisions & procedures.

Recapture:

Provisions

- "In the event that the homebuyer fails to satisfy the requirements during the term of the loan, or otherwise defaults, the City shall exercise its legal rights, as set forth in the promissory note and deed of trust, in order to recover the monetary assistance previously provided to the maximum extent permitted by law."
- "If the recapture provisions are triggered by a sale of the housing unit, (whether voluntary or involuntary –such as foreclosure) or other default, the City shall take all necessary steps to recover the full amount of HOME funds from the net proceeds. The phrase 'net proceeds' is defined as the sales price, minus the loan repayment of the first trust deed (other than HOME funds) and any closing costs."

The HOME Program regulations allow the City to recapture the entire HOME Subsidy, in the event the loan recipient violates the affordability and or term period requirements. However, should the 'net proceeds' not cover the entire HOME Subsidy or not cover any of the HOME Subsidy, the City is required to forgive the remaining balance of the direct HOME Subsidy.

- During the term of the loan, the homeowner must repay the loan if it is sold, transferred or refinanced without the City's permission and/or with cash out to the homeowner or the homeowner does not occupy the residence as a primary residence.

Procedures

The City utilizes an agreement which includes restrictions, and a promissory note secured by a deed

of trust which is recorded with the Ventura County Recorder's Office.

Staff monitors and requires certification annually by the homeowner that the property is owner-occupied to determine if recapture provisions shall be invoked upon discovery of violations for owner-occupancy or unauthorized transfers.

The City will exercise the rights stipulated in the promissory note, secured by the deed of trust that was recorded with the County Recorder's Office.

Should Borrower transfer (as that term is defined in the Note) the Property during the occupancy period, City shall require that Borrower pay from the net proceeds the full amount of the Loan. For purposes of this Loan Agreement, "net proceeds" shall mean the sales price minus loan repayment (other than CDBG funds) and closing costs.

In the event net proceeds are not sufficient to discharge the full amount of the Loan during the occupancy period plus enable the Borrower to recover his or her initial investment in the Property and documented costs of any capital improvements, Borrower shall share the net proceeds with City. The City's share of the net proceeds shall be calculated as follows:

$(\text{Amount of Loan} / \text{Amount of Loan} + \text{Borrower's Investment}) = \% \text{ of Net Proceeds that City is entitled to.}$

Should the net proceeds not discharge the full amount of the Loan, City shall forgive the remaining balance.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

Refer to Question #2 for Recapture provisions and procedures.

#### Resale

#### Provisions

During the affordability period, the homeowner must resell to another low-income homebuyer if the property is refinanced without the City's permission and/or with cash out to the homeowner or the homeowner does not occupy the residence as a primary residence.

The original homebuyer receives a fair return on investment, (i.e., the homebuyer's down payment plus capital improvements made to the house. It is important to note that in certain circumstances, such as a declining housing market where home values are depreciating, the original homebuyer may not receive a return on his or her investment because the home sold for less or the same price as the original purchase price); and



In the event that the homebuyer fails to satisfy the requirements during the term, or otherwise defaults, the City shall exercise its legal rights, as set forth in the Resale Restriction Agreement.

#### Procedures

The City utilizes a Resale Restriction Agreement (RRA) secured by a deed of trust which is recorded with the Ventura County Recorder's Office.

Staff monitors and requires certification annually by the homeowner that the property is owner-occupied to determine if resale provisions shall be invoked upon discovery of violations for owner-occupancy or unauthorized transfers.

If the homeowner defaults or fails to satisfy requirements during the term, the City will exercise the rights stipulated in the Resale Restriction Agreement.

Property must be sold to an eligible low-income homebuyer which shall acquire the unit subject to the continuation of restrictions provided in the RRA through an assumption agreement.

The purchase price must be affordable for a low-income household who earns up to 80% of the area median income, provided by HUD. The monthly cost for principal, interest, taxes, insurance, HOA fees, utilities, and maintenance should not be more than 30% of the monthly income for the household or otherwise stated in the RRA. There is no preference to a particular segment of the low-income population.

The resale price is calculated using one of two ways methods described below. The method used is identified in the RRA:

Determined as the affordable housing cost for a family at 80% of AMI paying no more than 30% of the monthly income for the household or in accordance of California Health And Safety Code 50025.5, whichever is lesser, but not less than the original price paid by homebuyer, or

Determination using a CPI method to calculate the increase (or decrease) in value of the property.

The U.S. Bureau of Labor Statistics Consumer Price Index – All Urban Consumers for the Los Angeles-Riverside- Orange Counties Area (all items based 1982-1984=100) provides the CPI on the date of the calculation and the CPI on the purchase date. The calculation is the CPI on the date of the calculation minus the CPI on the purchase date, plus the cost of improvements to property evidenced with receipts, less 7% depreciation, plus the costs of bringing the housing unit up to current building codes and in a salable condition.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The City currently does not have any plans to invest HOME funds in this type of activity.

**Emergency Solutions Grant (ESG)  
Reference 91.220(l)(4)**

1. Include written standards for providing ESG assistance (may include as attachment)

The City does not provide any direct assistance under the HESG program any longer. All written standards vary by service providers and assistance type. However, all providers must ensure recipients meet the minimum qualifications established by HUD for each eligible funded activity. HESG Policies and Handbook are provided to all HESG subrecipients.

2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

The Regional Ventura County Continuum of Care Alliance has established centralized or coordinated assessment system, Pathways to Home, that provides coordination intake as well as systems to avoid duplication of effort and redundancies.

Pathways to Home is centralized to provide identical information and system-wide tracking through HMIS, of all homeless individuals who seek and /or receive assistance at any one of the various service providers, or through the County directly.

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

The process for making all sub-awards for HESG recipients are as follows:

- a. The City formally posts the Notice of Available Funds (NOFA) in the regional newspaper, on the City's website, and emails and paper mail are sent to all existing and potential service providers from Santa Barbara to Los Angeles.
- b. All interested agencies attend information workshop/application training on the process, which includes all deadline dates and times.
- c. Interested agencies then submit their application, project overview and qualifications
- d. The Review Panel included representatives from City Advisory Groups.
- e. The Review Committee reviews all proposals and provides a scores for each eligible application. The funding recommendations are derived based on the scores.
- f. The funding recommendation are adjusted to meet the available resources and cap requirements; reviewed by management and then submitted to the City Council for approval.
- g. All applicants are contacted and urged to attend the City Council meeting in which the items fall on the agenda. All supporting comments and grievances are done at this time.
- h. The Mayor and City Council directs the City Manager and staff to move forward with final processing.

- i. Staff prepare all contracts for execution. Additionally, all internal processes are completed in order to encumber funds to each individual agency.
  - j. Contracts are completed and services can begin on July 1.
  - k. All HESG contracts are awarded for two years.
4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

The City meets the homeless participation requirement by having a homeless and formerly homeless person serve on the City's Commission on Homelessness. In addition, each entity receiving city HESG funding is also asked to provide information as to how they involve the homeless.

5. Describe performance standards for evaluating ESG.

#### PERFORMANCE MEASURES

Performance measures are in place to ensure the efficient administration of all HESG funded activities. Additionally, along with the utilization of the HMIS, these measures will hopefully help to reduce the length of time of family and individuals remain homelessness, reduce the overall incidence of homelessness, and monitor the overall use of emergency shelters. Some of the activity measures are as follows:

- Emergency Shelters: Excluding winter shelters, must be able to document placement of a minimum of 10 percent of the homeless persons or households served in the Program Year into transitional or permanent housing.
- Transitional Housing: must be able to document placement of a minimum of 50 percent of the households who completed the transitional housing program in the Program Year into permanent housing. "Household" is defined as all clients including single individuals and families.
- Rapid Re-housing: must show continued housing of clients receiving assistance for at least three months after receiving assistance. This should be done via case management of clients, documentation and HMIS entry and exit dates.
- Eviction Prevention: must show continued housing of clients receiving assistance for at least three months. This should be done via case management of clients, documentation and HMIS entry and exit dates.
- All clients, with the exception of victims of domestic violence, must be entered into the Regional HMIS within 15 days of receiving service(s), and must be exited from the system within 30 day of program completion or termination.
- MINIMUM STANDARDS: Sub-grantees are expected to have taken steps to meet the Minimum Standards for Homeless Programs within thirty days of executing the Program Year contract.

- **BUILDING AND HABITABILITY STANDARDS:** Any building for which HESG funding is used for renovation, major rehabilitation or conversion must meet local government safety and sanitation standards. In addition, the Sub-Grantee must meet a number of basic standards to ensure that shelter and housing facilities funded through the HESG program are safe, sanitary and adequately maintained.
- **MONITORING:** City staff will monitor the use of grant funds through a combination of a thorough review of all submitted reports, review of audit or financial statements, and monitoring and site visits.

The City will continue to develop and implement eligible activities using the grant funds and through the monitoring and review processes and techniques in order to comply with the federal specific requirements.

Homeless Assistance Division continues to fund all the activities prescribed in the HEARTH act. With the sub-recipients cooperation, the City's HESG will continue to provide substantial additional leverage funds to invest in the various programs in order to assist the homeless population toward the goal of reduction and ending homelessness. Also, HESG limits the cost categories for administration and planning to 7.5% or \$16,581 and 60% for street outreach and emergency shelter \$132,649; total \$149,230 for those cost categories. The City's 2020 action plan allows the maximum toward \$16,581 administration and planning, and a total of \$71,853 or 32.5% toward other activities such as homeless prevention and rapid re-housing support.

# CITY OF OXNARD

## PY 2020 ANNUAL ACTION PLAN - CARES ACT AMENDMENT

### RESOURCES & PROPOSED ACTIVITIES

#### COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

##### CDBG AVAILABLE RESOURCES

|                                            |              |
|--------------------------------------------|--------------|
| HUD CDBG Allocation (CARES Act COVID) CV-1 | \$ 1,514,428 |
| HUD CDBG Allocation (CARES Act COVID) CV-3 | \$ 1,573,939 |

##### TOTAL CDBG-CV GRANT RESOURCES

|                     |
|---------------------|
| <b>\$ 3,088,367</b> |
|---------------------|

##### CDBG-CV ACTIVITIES

##### RECIPIENT DEPT/DIV-ORGANIZATION

##### PROGRAM NAME

|                                                  |                                              |                     |
|--------------------------------------------------|----------------------------------------------|---------------------|
| Oxnard Housing Department-Grants Management      | CDBG Administration & Planning (20%)         | \$ 617,673          |
| Oxnard Fire Department                           | Fire Paramedicine & PPE                      | \$ 253,350          |
| Oxnard Cultural & Community - Community Services | Food Share                                   | \$ 136,930          |
| Oxnard Cultural & Community - Community Services | Health - Sanitation Program                  | \$ 33,230           |
| Oxnard Cultural & Community - Community Services | Homeless Shelter- PAL                        | \$ 76,236           |
|                                                  | Homework Center at Colonia Gym, South Oxnard |                     |
| Oxnard Cultural & Community - Recreation         | Center, Durley Park Youth Center             | \$ 140,000          |
| Oxnard Housing Department- Homeless Division     | Homeless Outreach                            | \$ 20,000           |
| Oxnard Housing Department- Homeless Division     | Homeless Encampment Response                 | \$ 200,000          |
| Oxnard Housing Department                        | Vocational Job Development & Training        | \$ 50,000           |
| Oxnard Housing Department                        | Business Improvement-South Oxnard            | \$ 100,000          |
| Community Action of Ventura County               | Oxnard Homeless Services                     | \$ 5,000            |
|                                                  |                                              |                     |
| Oxnard Housing Department- Housing Authority     | Rental Assistance Program                    | \$ 1,455,948        |
| <b>TOTAL CDBG-CV GRANT EXPENDITURES</b>          |                                              | <b>\$ 3,088,367</b> |

#### EMERGENCY SOLUTIONS GRANT (ESG)

##### ESG AVAILABLE RESOURCES

|                                           |              |
|-------------------------------------------|--------------|
| HUD ESG Allocation (CARES Act COVID) CV-1 | \$ 762,355   |
| HUD ESG Allocation (CARES Act COVID) CV-2 | \$ 4,492,650 |

##### TOTAL ESG-CV GRANT RESOURCES

|                     |
|---------------------|
| <b>\$ 5,255,005</b> |
|---------------------|

##### ESG-CV ACTIVITIES

##### RECIPIENT DEPT/DIV-ORGANIZATION

##### PROGRAM NAME

|                                              |                                                  |                     |
|----------------------------------------------|--------------------------------------------------|---------------------|
| Oxnard Housing Department-Homeless Division  | ESG Administration & Planning (10 %)             | \$ 525,500          |
|                                              | Homeless Expansion Shelter FY 2019-20 & FY 2020- |                     |
| Oxnard Housing Department- Homeless Division | 21                                               | \$ 477,916          |
|                                              | Temporary Homeless Shelter at K Street FY 2020-  |                     |
| Oxnard Housing Department- Homeless Division | 21 & FY 2021-22                                  | \$ 2,400,000        |
| Oxnard Housing Department- Homeless Division | Temporary Emergency Shelter at 2nd Street        | \$ 600,000          |
|                                              |                                                  |                     |
| Oxnard Housing Department- Homeless Division | TBRA- Case Management & Rapid ReHousing          | \$ 200,000          |
| Oxnard Housing Department- Homeless Division | Homeless Encampment Response- Outreach           | \$ 150,000          |
| Oxnard Housing Department- Homeless Division | Street Outreach                                  | \$ 250,000          |
| Unallocated                                  |                                                  | \$ 651,589          |
| <b>TOTAL ESG-CV GRANT EXPENDITURES</b>       |                                                  | <b>\$ 5,255,005</b> |

**TOTAL COVID ACTIVITIES SUPPORTED BY CARES ACT AMENDMENT \$ 8,343,372**



FIRST AMENDMENT OF THE 2020 ANNUAL ACTION PLAN  
FOR CARES ACT CORONAVIRUS RESPONSE GRANTS

ADENDUM TO CITIZEN PARTICIPATION PLAN

City Council  
City of Oxnard  
October 6, 2020



CARES ACT FUNDS

2



## FIRST AMENDMENT OF THE ANNUAL ACTION PLAN

3



## CARES ACT ALLOCATION

4

**2020 Available Resources**  
**HUD CARES Act Allocations**

|              |                     |
|--------------|---------------------|
| CDBG-CV1     | \$ 1,514,428        |
| CDBG-CV3     | \$ 1,573,939        |
| ESG-CV1      | \$ 762,355          |
| ESG-CV2      | \$ 4,492,650        |
| <b>Total</b> | <b>\$ 8,343,372</b> |

## ANNUAL ACTION PLAN CARES ACT AMENDMENT

5

| <u>CDBG-CV Activities</u>                                                     | <u>2020 CARES ACT Recommended</u> |
|-------------------------------------------------------------------------------|-----------------------------------|
| Administration                                                                | \$617,673                         |
| Fire Paramedicine & PPE                                                       | \$253,350                         |
| Food Share                                                                    | \$136,930                         |
| Health - Sanitation Program                                                   | \$33,230                          |
| Homeless Shelter Expansion - PAL                                              | \$76,236                          |
| Homework Center at Colonia Gym, South Oxnard Center, Durley Park Youth Center | \$140,000                         |
| Homeless Outreach                                                             | \$20,000                          |



## ANNUAL ACTION PLAN CARES ACT AMENDMENT

6

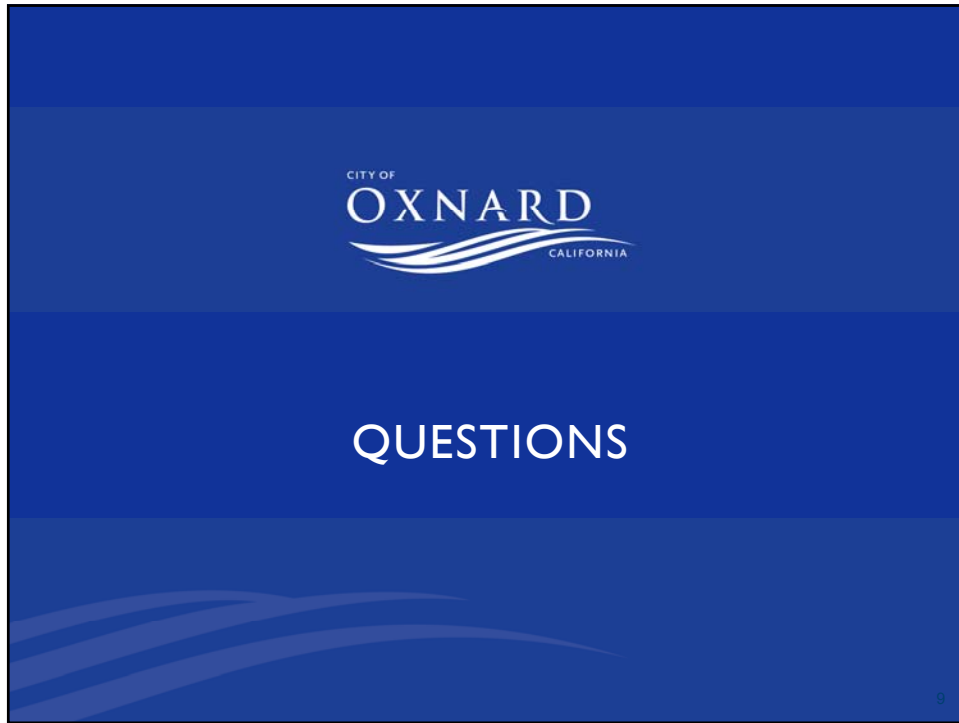
| <u>CDBG-CV Activities</u>                                   | <u>2020 CARES ACT Recommended</u> |
|-------------------------------------------------------------|-----------------------------------|
| Homeless Encampment Response                                | \$200,000                         |
| Vocational Job Development & Training                       | \$50,000                          |
| Business Improvement-South Oxnard                           | \$100,000                         |
| Community Action of Ventura County Oxnard Homeless Services | \$5,000                           |
| Rental Assistance Program                                   | \$1,455,948                       |
| <b>TOTAL CDBG-CV GRANT</b>                                  | <b>\$3,088,367</b>                |





| ANNUAL ACTION PLAN CARES ACT AMENDMENT                |                                   | 7                                                                                   |
|-------------------------------------------------------|-----------------------------------|-------------------------------------------------------------------------------------|
| <u>ESG-CV Activities</u>                              | <u>2020 CARES ACT Recommended</u> |                                                                                     |
| Administration                                        | \$525,500                         |  |
| Homeless Expansion Shelter                            | \$477,916                         |  |
| Temporary Homeless Shelter at K Street                | \$2,400,000                       |  |
| Temporary Emergency Shelter at 2 <sup>nd</sup> Street | \$600,000                         |  |
| TBRA- Case Management & Rapid Re-Housing              | \$200,000                         |                                                                                     |
| Homeless Encampment Response- Outreach                | \$150,000                         |                                                                                     |
| Street Outreach                                       | \$250,000                         |                                                                                     |
| Unallocated                                           | \$651,589                         |                                                                                     |
| <b>TOTAL ESG-CV GRANT</b>                             | <b>\$5,255,005</b>                |                                                                                     |







**CITY COUNCIL AGENDA REPORT**  
**PUBLIC HEARINGS**  
**AGENDA ITEM NO. M.2**

**DATE:** October 6, 2020

**TO:** City Council

**FROM:** Jeff Pengilley, Interim Community Development Director, (805) 385-8208, jeff.pengilley@oxnard.org

**SUBJECT:** Zoning Text Amendment to Create Regulations for Short Term Rentals and Acceptance of Three California Coastal Commission Modifications. (10/10/10)

**RECOMMENDATION**

That the City Council:

1. Acknowledge receipt of the California Coastal Commission's (CCC) Action Letter of Local Coastal Plan (LCP) Amendment No. LCP-4-OXN-20-0008-1 and the Planning Commission's adopted Resolution 2020-15 recommending that the City Council accept three modifications recommended by the CCC;
2. Find the proposed project is Categorical Exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060 (C)(2) and (3) and 15061(b)(3) of the CEQA Guidelines; and
3. Introduce an Ordinance (by title only, waiving further reading) amending Section 17-53 of the Oxnard City Code (OCC) consistent with the CCC's modifications suggested for final certification relating to Vacation Rental Permit Cap, Separation Requirement and Ineligible Dwellings, Structures and Spaces into the City's Short Term Rental regulations for the Coastal Zone; agree to issue Coastal Development Permits for the total area included in the certified LCP, and direct the Planning & Environmental Services Manager to transmit said Ordinance to the Commission Executive Director as requested.

**BACKGROUND**

The City has been engaging the community regarding permitting and regulations for Short Term Rentals (STRs) for more than four years. The most recent City Council action occurred on December 17, 2019, when the City Council adopted Ordinance 2970 in order to regulate STRs within the Coastal Zone. This action constituted an amendment to the implementation portion of the City's LCP. Before the City's action could become final, the CCC needed to review and approve all amendments to the LCP, and the City must accept and agree to all CCC modifications.

The City submitted an application for a LCP Amendment to the CCC on January 30, 2020. A public hearing was held by the CCC on July 10, 2020 to review the City's LCP Amendment (Ordinance 2970). The CCC voted unanimously to approve the amendment subject to three modifications.

- Modification 1 - Subsection C (Vacation Rental Permit Cap) of Section 17-53 (Short Term Rental Units).
- Modification 2 - Subsection D (Separation Requirement) of proposed Section 17-53 (Short Term Rental Units).
- Modification 3 - Subsection I.3 (Ineligible Dwellings, Structures, and Spaces) of proposed Section 17-53 (Short Term Rental Units).

On August 20, 2020, the Planning Commission adopted Resolution 2020-15 recommending that the City Council accept three modifications recommended by the CCC to Ordinance 2970, known to the CCC as LCP Amendment No. LCP-4-OXN-20-0008-1.

## Discussion

### Modifications

The first proposed modification regarding the Vacation Rental Permit Cap has two parts. The first part only affects the the Residential Beach Front Zone (RB-F) where it increases the cap on STR permits from 5% to 10%. The zone has a total of 107 parcels. Under Ordinance 2970, as written, it would allow a maximum of 6 STRs. The modification would increase that cap to 11 STRs.

The second part of this modification creates a grandfather clause whereby STRs throughout Oxnard's Coastal Zone that have consistently paid Transient Occupancy Tax (TOT) since January 1, 2019 would have 60 days to apply for and be granted a permit regardless of a cap requirement so long as they were qualified in all other respects of Ordinance 2970. If the number of grandfathered units exceeded the cap, the grandfathered units would be allowed to remain; however, no additional STRs would be allowed.

- There are 62 properties in the Coastal Zone that have paid TOT in the last three years.
- 42 of these properties are located in the Oxnard Shores Neighborhood. However, there are three owners who own two properties in the shores so only 39 units in the Oxnard Shores can be grandfathered per this modification. This is 2.6% of the neighborhood.
- The R-BF zone lies within the Oxnard Shores Neighborhood. 15 of the 42 units in the neighborhood are in the R-BF zone and all of them could be eligible for grandfathering. This is 14% of the properties in the R-BF zone. This exceeds the cap of 11 STRs. Until such time as the number of permitted STRs in the RB-F zone fell below 11, no new STR permits could be issued.
- 18 properties are in the Channel Islands Neighborhood. This is 0.98% of the neighborhood that could be grandfathered per this modification.
- 2 properties are in the Hollywood by the Sea Neighborhood. This is 0.2% of the neighborhood that could be grandfathered per this modification.
- The Dunes does not have any STRs that have paid TOT tax in the last three years.

The second proposed modification also has two parts similar in nature to the first proposed modification. The first part decreases the separation requirements in the R-BF Zone from 200 feet to 100 feet. The second part is a grandfathering clause that mirrors the clause from the first modification in that STRs that have been consistently paying the TOT tax since January 1, 2019 would have 60 days to apply for and be granted a permit regardless of the separation requirement so long as they were qualified in all other respects of Ordinance 2970. This modification would result in the current concentrations of STRs continuing or being slightly reduced.

The third modification is a clarification to ensure that Time-Shares can continue to operate as Short-Term Rentals for those weeks when the owner is not occupying the Time-Share unit. The owners of the Time-Shares would still have to apply for, and be issued, an STR permit for those times that they are operating as a STR. Time-Share units are not included in the STR cap or subject to the separation requirements. There is no net effect from this modification.

### Next Steps

If the City Council adopts the modifications as proposed by the CCC and as recommended by the Planning Commission, the Ordinance Amendment will be re-submitted to the CCC to go on their consent agenda at their November hearing, and the City Council would conduct a second reading of the Ordinance shortly thereafter. This would allow the Coastal Zone STR regulations to be in full effect before the end of the year. That allows the City to open the permit window for eligible grandfathered STRs and take enforcement actions on unpermitted or non-complying STRs as soon as January, 2021.

Once the STR Ordinance is implemented and a full permit cycle (permit applications received, permits issued, and permits renewed) is completed, it is staff's intention to return to the City Council as previously requested by the City Council to discuss how implementation has gone and if the program has had the intended results.

## **ENVIRONMENTAL IMPACT**

In accordance with the California Public Resources Code Sections 21000 et seq. and State California Environmental Quality Act (CEQA) Guidelines (Sections 15000 et seq.), Planning staff have determined that the proposed zoning text amendment is exempt from CEQA pursuant to Sections 15060 (C)(2) and (3) and 15061(b)(3) of Title 14, Division 6, Chapter 3 of the California Code of Regulations.

## **STRATEGIC PRIORITIES**

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

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

## **FINANCIAL IMPACT**

Acknowledging the CCC's certification of the LCP amendment and making the zone text amendments are the final steps necessary to begin issuing STR permits in the Coastal Zone. The cost of permit issuance, monitoring and enforcement will be covered by the established permitting fees. Once permits are issued the City will begin collecting transient occupancy tax for all permitted and licensed STRs.

## **COMMITTEE OUTCOME**

This item did not originate in Committee.

*Prepared by: Paul McClaren, Associate Planner*

## **ATTACHMENTS**

1. Attachment A - California Coastal Commission's Action Letter dated July 13, 2020
2. Attachment B - Planning Commission Resolution 2020-15; Exhibit A - Chapter 17 Short Term Rental Ordinance
3. Attachment C - Proposed City Council Chapter 17 Short Term Rental Ordinance
4. STR Presentation

**CALIFORNIA COASTAL COMMISSION**

SOUTH CENTRAL COAST DISTRICT OFFICE  
89 S. CALIFORNIA STREET, SUITE 200  
VENTURA, CA 93001  
(805) 585-1800



July 13, 2020

City of Oxnard  
Attn: Jeff Lambert, Development Services Director  
214 South C Street  
Oxnard, CA 93030

**RE: City of Oxnard Local Coastal Program Amendment No. LCP-4-OXN-20-0008-1  
(Short Term Rentals)**

Dear Mr. Lambert:

On July 10, 2020, the Coastal Commission approved LCP Amendment No. with three suggested modifications. The Commission's resolution of certification is contained in the staff report dated June 18, 2020 and the addendum dated July 6, 2020. The suggested modifications, as approved by the Commission on July 10, 2020, are attached to this correspondence.

Section 13544 of the Commission's Administrative Regulations requires that after certification, the Executive Director of the Commission shall transmit copies of the resolution of certification and any suggested modifications and findings to the governing authority, and any interested persons or agencies. Further, the certification shall not be deemed final and effective until all of the following occur:

- (a) The local government with jurisdiction over the area governed by the Local Coastal Program, by action of its governing body: (1) acknowledges receipt of the Commission's resolution of certification, including any terms or modifications suggested for final certification; (2) accepts and agrees to any such terms and modifications and takes whatever formal action is required to satisfy the terms and modifications; and (3) agrees to issue coastal development permits for the total area included in the certified Local Coastal Program. Unless the local government takes the action described above the Commission's certification with suggested modifications *shall expire six months* from the date of the Commission's action.
- (b) The Executive Director of the Commission determines in writing that the local government's action and the notification procedures for appealable development required pursuant to Article 17, Section 2 are legally adequate to satisfy any specific requirements set forth in the Commission's certification order.
- (c) The Executive Director reports the determination to the Commission at its next regularly scheduled public meeting and the Commission does not object to the Executive Director's determination. If a majority of the Commissioners present object to the Executive Director's determination and find that the local government action does not conform to the provisions of the

Commission's action to certify the Local Coastal Program Amendment, the Commission shall review the local government's action and notification procedures pursuant to Articles 9-12 as if it were a resubmittal.

- (d) Notice of the certification of the Local Coastal Program Amendment shall be filed with the Secretary of Resources Agency for posting and inspection as provided in Public Resources Code Section 21080.5(d)(2)(v).

Should you have any questions regarding this matter, please contact Deanna Christensen in our Ventura office. The Commission and staff greatly appreciate the City's cooperation and assistance in this matter.

Authorized on behalf of the California Coastal Commission by:

John Ainsworth  
Executive Director



By: Deanna Christensen  
District Supervisor

Enclosure: Final Suggested Modifications for LCP Amendment No. LCP-4-OXN-20-0008-1

## FINAL SUGGESTED MODIFICATIONS TO THE PROPOSED IMPLEMENTATION PLAN/COASTAL ZONING ORDINANCE AMENDMENT

### City of Oxnard LCP Amendment No. LCP-4-OXN-20-0008-1 (Short Term Rentals)

City of Oxnard LCP Amendment LCP-4-OXN-20-0008-1 was approved with suggested modifications by the Coastal Commission on July 10, 2020. Following are the modifications suggested by the Commission to the City of Oxnard for incorporation into LCP Amendment No. LCP-4-OXN-20-0008-1. The suggested modifications are numbered consecutively. For each modification, the City's proposed language is shown in straight type and language approved by the Commission to be modified is shown in ~~strikeout~~ and underline.

|                                 |
|---------------------------------|
| <b>SUGGESTED MODIFICATION 1</b> |
|---------------------------------|

**Subsection C (Vacation Rental Permit Cap) of Section 17-53 (Short Term Rental Units) shall be modified as follows:**

(C) Vacation Rental Permit Cap.

1. The number of vacation rental permits shall be limited by a 5% cap per General Plan neighborhood as established in the City of Oxnard Neighborhood Map adopted as Figure 3-4 in the 2030 General Plan or its successor document. The number of vacation rental permits shall also be limited to ~~5~~10% in the Residential Beach Front (R-BF) zone. The total number of vacation rental permits issued to residential dwellings ~~in the City and the R-BF zone~~ shall not exceed 5% of the total dwelling units in each neighborhood ~~or zone~~. If no short-term rental permits are available pursuant to the cap on short-term rentals, the Director or designee shall place interested property owners on a waiting list in the order in which they were received. If a permit becomes available, applications shall be accepted and reviewed in the order they are listed on the waiting list, subject to Subsection (K).
2. Notwithstanding any language in this Subsection (C), Subsection (D), or Subsection (F)(3) to the contrary, if the owner(s) of an existing short-term rental property (i) consistently paid transient occupancy taxes to the City pursuant to Section 13-15 et seq. starting on or before January 1, 2019 (ii) otherwise complies with the requirements of this Section 17-53, and (iii) applies for a vacation rental permit within sixty (60) days from the effective date of Section 17.53, then such owner(s) shall be eligible for a short-term rental permit even if the approval of such permit(s) would exceed the vacation rental permit cap for the General Plan neighborhood or R-BF zone in which the property is located. During the initial 60-day period from the effective date of this Section 17-53, no applications for a vacation rental permit shall be accepted from any party except from the owner(s) of an existing short-term rental property who consistently paid transient occupancy taxes to the City



pursuant to Section 13-15 et seq. starting on or before January 1, 2019 and otherwise complied with the requirements of Section 17-53. If the issuance of permits pursuant to applications filed during the initial 60-day period exceeds the rental permit cap in any General Plan neighborhood or the R-BF zone, then no further permits can be issued in that General Plan neighborhood or RB-F zone as long as the number of valid permits equal or exceed the percentage of permits otherwise allowed in the particular General Plan neighborhood or R-BF zone. If, however, the vacation rental permit for that property is revoked pursuant to Section 17-53(R), said property will be subject to the applicable cap requirement and the owner(s) may reapply for a permit pursuant to this Section 17-53.

## **SUGGESTED MODIFICATION 2**

**Subsection D (Separation Requirement) of proposed Section 17-53 (Short Term Rental Units) shall be modified as follows:**

(D) Separation Requirement.

1. No Vacation Rental shall be issued a permit when a Vacation Rental permit has already been issued to another property that is either: (i) within 100 feet of the proposed Vacation Rental in the Residential Beach Front (R-BF) zone; or (ii) within 200 feet of the proposed Vacation Rental outside of the R-BF zone in all other areas of the City. The 100 foot and 200 foot feet separation is to be measured horizontally from the all parcel lines of property ownership as established by the legal description for the property on record with the County of Ventura.
2. Notwithstanding any language in this Subsection D to the contrary, the 100 and 200-foot separation requirement shall not apply to a dwelling unit within a development:
  - a. That is subject to the Vacation Ownership and Time-share Act of 2004 (Business and Professions Code Section 11210 et seq.); and
  - b. That became subject to the Vacation Ownership and Time-share Act of 2004 on or before January 1, 2019; and
  - c. Whose owner(s) (i) on or before January 1, 2019, consistently paid transient occupancy taxes to the City pursuant to Oxnard City Code Section 13-15 et seq. (ii) otherwise complies with the requirements of this Section 17-53, (iii) and applies for a vacation rental permit within sixty (60) days from the effective date of Section 17.53; provided, however, if the vacation rental permit is revoked pursuant to Section 17-53(R), said property will be subject to the applicable separation requirement and the owner(s) may reapply for a permit pursuant to this

Section 17-53.

|                                 |
|---------------------------------|
| <b>SUGGESTED MODIFICATION 3</b> |
|---------------------------------|

**Subsection I.3 (Ineligible Dwellings, Structures, and Spaces) of proposed Section 17-53 (Short Term Rental Units) shall be modified as follows:**

(I) Ineligible Dwellings, Structures, and Spaces.

No permit for a homeshare or vacation rental shall be issued for any of the following dwellings:

...

3. A dwelling on property owned by six or more owners, unless each owner shares common ancestors or the dwelling is subject to the Vacation Ownership and Time-share Act of 2004 and became subject to the Vacation Ownership and Time-share Act of 2004 on or before January 1, 2019.

...

## RESOLUTION NO. 2020-15

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING TO THE CITY COUNCIL (1) APPROVE PLANNING AND ZONING PERMIT NO. 19-580-04 (ZONING TEXT AMENDMENT) TO MODIFY OXNARD CITY CODE CHAPTER 17, ARTICLE IV, SECTION 17-53 TO INCORPORATE THE MODIFICATIONS RECOMMENDED BY THE CALIFORNIA COASTAL COMMISSION INTO THE CITY'S SHORT TERM RENTAL REGULATIONS FOR THE COASTAL ZONE REGARDING A) SUBSECTION C (VACATION RENTAL PERMIT CAP) OF SECTION 17-53 (SHORT TERM RENTAL UNITS); B) SUBSECTION D (SEPARATION REQUIREMENT) OF PROPOSED SECTION 17-53 (SHORT TERM RENTAL UNITS); AND C) SUBSECTION I.3 (INELIGIBLE DWELLINGS, STRUCTURES, AND SPACES) OF PROPOSED SECTION 17-53 (SHORT TERM RENTAL UNITS); AND (2) ACCEPT AND AGREE TO SUCH TERMS AND MODIFICATIONS AND TAKE WHATEVER FORMAL ACTION IS REQUIRED TO SATISFY THE TERMS AND MODIFICATIONS; AND (3) AGREE TO ISSUE COASTAL DEVELOPMENT PERMITS FOR THE TOTAL AREA INCLUDED IN THE CERTIFIED LOCAL COASTAL PROGRAM. FILED BY CITY OF OXNARD, COMMUNITY DEVELOPMENT DEPARTMENT, 214 SOUTH C STREET, OXNARD, CA, 93030.

WHEREAS, short-term rental uses have grown in popularity with the rise of the sharing economy; and

WHEREAS, the City has identified the need to regulate short-term vacation rental uses in order to minimize impacts to residential neighborhoods and preserve neighborhood character, while balancing tourism; and

WHEREAS, the City recognizes the need for a reasonable balance between the regulation of short-term rental uses, which pay transient occupancy tax ("TOT") to the City, and the need to protect the character of residential neighborhoods; and

WHEREAS, the proposed ordinance is consistent with the 2030 General Plan and will protect the public health, safety and general welfare of the community as it establishes performance standards to ensure the compatibility between short term rentals and the residential character of neighborhoods in which they may be located; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA) Sections 15060 (C)(2) and (3) and 15061(b)(3), regulatory actions which will not result in direct or reasonably foreseeable indirect physical change in the environment and when it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment are not subject to CEQA; and

WHEREAS, on August 1, 2019, the Planning Commission held a duly noticed public hearing to consider Planning and Zoning Permit No. 19-580-04 regarding the adoption of specific rules and regulations for STRs within Chapters 16 and 17 of the Oxnard City Code; and

Resolution No. 2020-15 [Short Term Rental Zone Text Amendment / Local Coastal Plan Amendment]  
August 20, 2020  
Page 2

WHEREAS, on September 24, 2019, the City of Oxnard's City Council's Housing and Economic Development Committee held a duly noticed meeting to receive a summary report on the Planning Commission recommendations and provided input on the recommendations; and

WHEREAS, on November 5, 2019, the City Council held a duly noticed public hearing to consider an amendment to Chapter 17, Article III of the Oxnard City Code; and

WHEREAS, at the public hearing, the City Council considered all the evidence in the record, including (but not limited to) the Planning Commission Resolution, the staff report (including the attachments), written submittals and public testimony before making a final decision on November 5, 2019 regarding establishing escalating fines for short-term rentals.

WHEREAS, on December 17, 2019, the City Council approved for second reading and adopted Ordinance Nos. 2969, 2970, and 2971 regarding short-term rentals; and

WHEREAS, on January 16, 2020, Ordinance Nos. 2969 and 2971 took effect; and

WHEREAS, on January 30, 2020, the City of Oxnard submitted an application for a LCP Amendment to the California Coastal Commission to adopt Ordinance No 2970 to allow the City of Oxnard to regulate short term rentals within the Coastal Zone; and

WHEREAS, the California Coastal Commission held a public hearing on July 10, 2020 to review and consider Zone Text Amendment and recommended approval of the Zone Text Amendment / LCP Amendment with three modifications:

Modification 1 - Subsection C (Vacation Rental Permit Cap) of Section 17-53 (Short Term Rental Units).

Modification 2 - Subsection D (Separation Requirement) of proposed Section 17-53 (Short Term Rental Units).

Modification 3 - Subsection I.3 (Ineligible Dwellings, Structures, and Spaces) of proposed Section 17-53 (Short Term Rental Units); and

WHEREAS, on July 10, 2020, the California Coastal Commission unanimously approved the LCP Amendment regarding short-term rentals; and

WHEREAS, the Planning Commission has reviewed and considered the California Coastal Commission's proposed modifications to Zone Text Amendment / LCP Amendment PZ No. 19-580-04; and

WHEREAS, on August 20, 2020, the Planning Commission has held a public hearing and received and reviewed written and oral comments related to the California Coastal Commission's proposed modifications to Zone Text Amendments / LCP Amendment PZ No. 19-580-04; and

August 20, 2020

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19-580-04; and

WHEREAS, the Planning Commission finds after due study and deliberation that the public interest and general welfare require the adoption of Zone Text Amendment / LCP Amendment No. 19-580- 04 with modifications as recommended by the CCC.

NOW, THEREFORE, the Planning Commission of the City of Oxnard recommends to the City Council adoption of Zone Text Amendments / LCP Amendment PZ No. 19-580-04 attached hereto as Exhibit A and incorporated herein by this reference.

PASSED AND ADOPTED by the Planning Commission of the City of Oxnard on this 20th day of August, 2020 by the following vote:

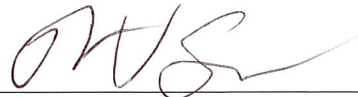
AYES: Commissioner(s): Sanchez, Chavez, Dozier, Fuhring, Meyer

NOES: Commissioner(s):

ABSENT: Commissioner(s):

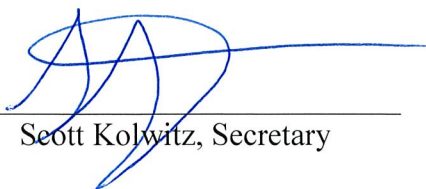
ABSTAIN: Commissioner(s):

RECUSED: Commissioner(s): Frank



Robert Sanchez, Vice Chair

ATTEST:



Scott Kolwitz, Secretary

## ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING ORDINANCE 2970 TO INCORPORATE THE MODIFICATIONS RECOMMENDED BY THE CALIFORNIA COASTAL COMMISSION (COMMISSION), PURSUANT TO COMMISSION CERTIFICATION OF LOCAL COASTAL PLAN (LCP) AMENDMENT NO. LCP-4-OXN-20-0008-1 (SHORT TERM RENTALS), INTO THE CITY'S SHORT TERM RENTAL REGULATIONS FOR THE COASTAL ZONE WITHIN OXNARD CITY CODE CHAPTER 17, ARTICLE IV, SECTION 17-53 REGARDING A) SUBSECTION C (VACATION RENTAL PERMIT CAP) OF SECTION 17-53 (SHORT TERM RENTAL UNITS); B) SUBSECTION D (SEPARATION REQUIREMENT) OF PROPOSED SECTION 17-53 (SHORT TERM RENTAL UNITS); AND C) SUBSECTION I.3 (INELIGIBLE DWELLINGS, STRUCTURES, AND SPACES) OF PROPOSED SECTION 17-53 (SHORT TERM RENTAL UNITS); AND (2) ACCEPT AND AGREE TO SUCH TERMS AND MODIFICATIONS AND TAKE WHATEVER FORMAL ACTION IS REQUIRED TO SATISFY THE TERMS AND MODIFICATIONS; AND (3) AGREE TO ISSUE COASTAL DEVELOPMENT PERMITS FOR THE TOTAL AREA INCLUDED IN THE CERTIFIED LOCAL COASTAL PROGRAM; AND TO RETAIN THE PREVIOUSLY ADOPTED AMENDMENTS THAT WERE NOT MODIFIED BY THE CALIFORNIA COASTAL COMMISSION REGARDING CHAPTER 17, ARTICLE IV, SECTION 17-53, AND AMENDING CHAPTER 17, ARTICLE II ADDING SUBSECTION (B) (10) TO SECTION 17-10, R-B-1, SINGLE- FAMILY BEACH SUB-ZONE; SECTION 17-11, R-W-1, SINGLE-FAMILY WATER-ORIENTED SUB-ZONE; SECTION 17-12, R-W-2, TOWNHOUSE WATER-ORIENTED SUB-ZONE; SECTION 17-13, R-2-C, COASTAL MULTIPLE-FAMILY SUB-ZONE; SECTION 17-14, R-3-C, COASTAL MEDIUM DENSITY MULTIPLE-FAMILY SUBZONE; ADDING SUBSECTION (B) (3) TO SECTION 17-15, CPC, COASTAL PLANNED COMMUNITY SUB-ZONE; AND ADDING SUBSECTION (B) (9) TO SECTION 17-25, R-BF, BEACHFRONT RESIDENTIAL SUB-ZONE REGARDING SHORT-TERM RENTAL UNITS. FILED BY CITY OF OXNARD, COMMUNITY DEVELOPMENT DEPARTMENT, PLANNING DIVISION, 214 SOUTH C STREET, OXNARD, CALIFORNIA 93030.

WHEREAS, short-term rental uses have grown in popularity with the rise of the sharing economy; and

WHEREAS, the City of Oxnard intends to adopt regulations on Short-Term Rental Units ("STRs"); and

WHEREAS, on March 2016, the City conducted an online community survey that contained a series of questions designed to receive public input on STRs; and

WHEREAS, on August 16, 2016, staff held a duly noticed public Community Workshop to summarize the March survey results and secure feedback from the community on specific STR related regulations and questions; and

WHEREAS, on November 3, 2016, the Planning Commission of the City of Oxnard (the "Planning Commission") held a duly noticed study session to receive input on specific STR regulations; and

WHEREAS, on June 1, 2017, the Planning Commission conducted a duly noticed public hearing and specifically addressed STRs, questions raised at the November 3, 2016 meeting, and

the STR processing guidelines; and

WHEREAS, on February 26, 2019, the City Council's Housing and Economic Development Committee (HEDC) held a duly noticed meeting to discuss policy questions and provide comments; and

WHEREAS, on July 9, 2019, the HEDC held a duly noticed meeting to discuss the draft ordinance with a focus on proposed changes to the ordinance; and

WHEREAS, on March 25, 2019, City Council held a duly noticed special meeting and received public input and provided direction to staff; and

WHEREAS, the City has identified the need to regulate short-term vacation rental uses in order to minimize impacts to residential neighborhoods and preserve neighborhood character, while balancing tourism; and

WHEREAS, the City recognizes the need for a reasonable balance between the regulation of short-term rental uses, which pay transient occupancy tax ("TOT") to the City, and the need to protect the character of residential neighborhoods; and

WHEREAS, the proposed ordinance is consistent with the 2030 General Plan and will protect the public health, safety and general welfare of the community as it establishes performance standards to ensure the compatibility between short term rentals and the residential character of neighborhoods in which they may be located; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA) Sections 15060 (C)(2) and (3) and 15061(b)(3), regulatory actions which will not result in direct or reasonably foreseeable indirect physical change in the environment and when it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment are not subject to CEQA; and

WHEREAS, on August 1, 2019, the Planning Commission held a duly noticed public hearing to consider Planning and Zoning Permit No. 19-580-04 regarding the adoption of specific rules and regulations for STRs within Chapters 16 and 17 of the Oxnard City Code; and

WHEREAS, on September 24, 2019, the City of Oxnard's City Council's Housing and Economic Development Committee held a duly noticed meeting to receive a summary report on the Planning Commission recommendations and provided input on the recommendations; and

WHEREAS, on November 5, 2019, the City Council held a duly noticed public hearing to consider an amendment to Chapter 17, Article III of the Oxnard City Code; and

WHEREAS, at the public hearing, the City Council considered all the evidence in the record, including (but not limited to) the Planning Commission Resolution, the staff report (including the attachments), written submittals and public testimony before making a final decision on November 5, 2019 regarding establishing escalating fines for short-term rentals.

WHEREAS, on December 17, 2019, the City Council approved for second reading and

adopted Ordinance Nos. 2969, 2970, and 2971 regarding short-term rentals; and

WHEREAS, on January 16, 2020, Ordinance Nos. 2969 and 2971 took effect; and

WHEREAS, on January 30, 2020, the City of Oxnard submitted an application for a LCP Amendment to the California Coastal Commission to adopt Ordinance No. 2970 to allow the City of Oxnard to regulate short term rentals within the Coastal Zone; and

WHEREAS, the California Coastal Commission held a public hearing on July 10, 2020 to review and consider Zone Text Amendment and recommended approval of the Zone Text Amendment / LCP Amendment with three modifications:

Modification 1 - Subsection C (Vacation Rental Permit Cap) of Section 17-53 (Short Term Rental Units).

Modification 2 - Subsection D (Separation Requirement) of proposed Section 17-53 (Short Term Rental Units).

Modification 3 - Subsection I.3 (Ineligible Dwellings, Structures, and Spaces) of proposed Section 17-53 (Short Term Rental Units); and

WHEREAS, on July 10, 2020, the California Coastal Commission unanimously approved the LCP Amendment regarding short-term rentals; and

WHEREAS, the Planning Commission has reviewed and considered the California Coastal Commission's proposed modifications to Zone Text Amendment / LCP Amendment PZ No. 19-580-04; and

WHEREAS, on August 20, 2020, the Planning Commission has held a public hearing and received and reviewed written and oral comments related to the California Coastal Commission's proposed modifications to Zone Text Amendments / LCP Amendment PZ No. 19-580-04; and

WHEREAS, the Planning Commission found after due study and deliberation that the public interest and general welfare require the adoption of Zone Text Amendment / LCP Amendment No. 19-580- 04 with modifications as recommended by the CCC; and

WHEREAS, the Planning Commission of the City of Oxnard unanimously recommended that the City Council adopt Zone Text Amendments / LCP Amendment PZ No. 19-580-04 per Resolution 2020-15 Exhibit A; and

WHEREAS, on October 6, 2020, the City Council of the City of Oxnard conducted a duly noticed public hearing and considered the recommendation of the Planning Commission of the City of Oxnard to approve Planning and Zoning Permit No. 19-580-04 (Zoning 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), the California Coastal Commission's Action Letter of Local Coastal Plan (LCP) Amendment No. LCP-4-OXN-20-0008-1 and the Planning Commission's adopted Resolution 2020-15, written submittals and verbal testimony from the public; and



WHEREAS, the City Council finds after due study and deliberation that the public interest and general welfare require the adoption of Zone Text Amendment / LCP Amendment No. 19-580- 04 with modifications as recommended by the CCC; and

WHEREAS, the adoption of the Zoning 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 City Council accepts and agrees to the terms and modifications and agrees to issue Coastal Development Permits for the total area included in the certified LCP.

WHEREAS, the City Council authorizes the granting of a temporary STR permit for homeowners that were operating an STR in Oxnard prior to March 25, 2019. The permit must be applied for within 60 days of the effective date of this ordinance, is good for one year and shall not be automatically renewed.

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

Section 1. Based upon the foregoing recitals as required per OCC 17-57(C)(8)(c), which are incorporated herein, the City Council finds:

A. The Zone Text Amendment is consistent with the current certified local Coastal Land Use Plan or said Coastal Land Use Plan shall be amended concurrently in order to maintain consistency pursuant to the Coastal Act.

The local Coastal Land Use Plan shall be amended concurrently with the Zone Text Amendment through a Local Coastal Plan Amendment filed with the California Coastal Commission to ensure internal consistency. As such, this Zone Text Amendment will meet this finding.

B. The application for the Zone Text Amendment has been processed in accordance with procedures required by Oxnard City Code Section 17-58.

The proposed Zone Text Amendment has been processed in accordance with the procedures required by Section 17-58 (Hearings and Appeals), which include providing notice given at least 10 days prior to the hearing date in a newspaper of general circulation. Therefore, this Project meets this finding.

C. Cumulative amendments or changes maintain or enhance the coastal resources as identified and protected in the originally certified Coastal Land Use Plan.

The Zone Text Amendment creates regulations to manage activity that is currently being undertaken in the Coastal Zone, i.e. short-term rentals. Consideration was given in the regulations to ensure that the regulations focus on managing issues created by short-term rentals while maintaining access to the Coastal Zone thereby enhancing the certified local Coastal Land Use Plan. Therefore, this Zone Text Amendment meets this finding.

D. The Zone Text Amendment is appropriate in light of an established need for the requested amendment at the time and location anticipated by said amendment.

As a result of the rise in the number of short-term rentals in the Coastal Zone, the residents and City have experienced an increase in issues directly related to the use of residential properties in the Coastal Zone as short-term rentals. The issues include (but are not limited to) noise, trash and parking problems. The proposed Zone Text Amendment addresses these issues and other anticipated issues through the proposed standards and enforcement regulations that address the established need for the amendment. Therefore, this Zone Text Amendment meets this finding.

E. The proposed amendment would not be detrimental to the public interest, health, safety, convenience or welfare.

The adoption of Zone Text Amendment is 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 coastal zones throughout the City of Oxnard. As such, this Zone Text Amendment meets this finding.

F. The Zone Text Amendment maintains or enhances the provisions for public access within the Coastal Zone.

Short-term rentals are an existing use that is not currently allowed or regulated within the City's adopted Coastal Zoning regulations (Chapter 17 of the Oxnard City Code). The regulations will make short-term rentals a permitted use in select zones within the Coastal Zone once the required permit is obtained, and the regulations will establish operational requirements to manage the issues that arise as a result of short-term rentals. The Zone Text Amendment allows for an increase in the number of short-term rentals currently available in the Coastal Zone, thereby creating additional, quality overnight accommodations within the Coastal Zone. Therefore, this Zone Text Amendment meets this finding.

G. The Zone Text Amendment is consistent with the goals, policies, and actions of the City of Oxnard 2030 General Plan and will not conflict with the 2030 General Plan.

The zone text amendment supports the 2030 General Plan goals of improving community safety and quality of life, and strengthening neighborhood development. Additionally, the amendment will aid in the creation of a vibrant and economically sustainable commercial and retail sector throughout the City and enhance business development.

H. The Zone Text Amendment reflects the input of residents, stakeholders, and public officials, and implements the General Plan's vision and desire for the community, is adopted in the public's interest, and is consistent with federal and state law.

The zone text amendment has evolved through a process of public engagement with the entire community, review of regulations adopted by other jurisdictions in Southern California and

is adopted in the public's interest to address concerns and issues brought to the City by residents. The regulations are based on current law and precedent established in the State of California.

Section 2. In view of all the evidence in the record and based on the foregoing findings, the City Council hereby approves the Zone Text Amendment.

Section 3. Chapter 17, Article II, Subsection (B) of Section 17-10 of the Oxnard City Code relating to the R-B-1, Single-Family Beach Sub-Zone is hereby amended to read as follows:

“(10) Short-term rentals consistent with Section 17-53.”

Section 4. Chapter 17, Article II, Subsection (B) of Section 17-11 of the Oxnard City Code relating to the R-W-1, Single-Family Water-Oriented Sub-Zone is hereby amended to read as follows:

“(10) Short-term rentals consistent with Section 17-53.”

Section 5. Chapter 17, Article II, Subsection (B) of Section 17-12 of the Oxnard City Code relating to the R-W-2, Townhouse Water-Oriented Sub-Zone is hereby amended to read as follows:

“(10) Short-term rentals consistent with Section 17-53.”

Section 6. Chapter 17, Article II, Subsection (B) of Section 17-13 of the Oxnard City Code relating to the R-2-C, Coastal Multiple-Family Sub-Zone is hereby amended to read as follows:

“(10) Short-term rentals consistent with Section 17-53.”

Section 7. Chapter 17, Article II, Subsection (B) of Section 17-14 of the Oxnard City Code relating to the R-3-C, Coastal Medium Density Multiple-Family Sub-Zone is hereby amended to read as follows:

“(10) Short-term rentals consistent with Section 17-53.”

Section 8. Chapter 17, Article II, Subsection (B) of Section 17-15 of the Oxnard City Code relating to the CPC, Coastal Planned Community Sub-Zone is hereby amended to read as follows:

“(3) Short-term rentals consistent with Section 17-53.”

Section 9. Chapter 17, Article II, Subsection (B) of Section 17-25 of the Oxnard City Code relating to the R-BF, Beachfront Residential Sub-Zone is hereby amended to read as follows:

“(9) Short-term rentals consistent with Section 17-53.”

Section 10. Section 17-53 is hereby added to Article IV of Chapter 17 of the Oxnard City Code to read as follows:

**SEC. 17-53 SHORT-TERM RENTAL UNITS**

**(A) Purpose and Intent.**

The purposes of short-term rental unit regulations are to establish standards and requirements for the temporary rental of dwellings as accessory uses in order to; (1) ensure that the use of dwellings as short-term rental units does not adversely impact long-term housing opportunities in the City of Oxnard; (2) ensure that short-term rental units are compatible with surrounding land uses; and (3) protect the health, safety and welfare of the short-term rental units' renters, occupants, neighboring residents, as well as the general public and environment.

**(B) Definitions.**

When used in this Article, the following words shall have the meanings ascribed to them as set forth herein.

**Homeshare** - A dwelling which is the primary residence of an owner who possesses at least a twenty percent ownership interest in the subject parcel, with any portion of the dwelling rented for a period less than thirty consecutive days when said owner is physically present in the same dwelling, with no meals or food provided to the renter or renters. A homeshare is not considered a home occupation. Use of a dwelling for occasional home exchange is not considered a homeshare.

**Owner** - A person with a full or partial fee title ownership interest in the subject property. For a property held in a trust, each trustee (but no trust beneficiary) is considered an owner.

**Primary Residence** - A dwelling which is the owner's main living location as evidenced by the owner's address-of-record for official documents such as the property's title, income tax returns, voter registration, or a current property tax bill.

**Rent** - The terms rent, rented and rental mean allowing use of a dwelling or property, or any portion thereof, in exchange for consideration in any form.

**Short-term Rental** - The rental of a residential unit for a period less than thirty (30) consecutive calendar days. Short-term rentals include both homeshares and vacation rentals.

**Vacation Rental** - A dwelling, any portion of which is rented for a period less than thirty consecutive days when the owner is not physically present, with no meals or food provided to the renter or renters. A vacation rental is not considered a home occupation under this Section. Use of a dwelling for occasional home exchange is not considered a vacation rental.

**(C) Vacation Rental Permit Cap.**

1. The number of vacation rental permits shall be limited by a 5% cap per General Plan neighborhood as established in the City of Oxnard Neighborhood Map adopted as Figure 3-4 in the 2030 General Plan or its successor document. The number of vacation rental permits shall be limited to 10% in the Residential Beach Front (R-BF) zone. The total number of vacation rental permits issued to residential dwellings shall not exceed 5% of the total dwelling units in each neighborhood. If no short-term rental permits are available pursuant to the cap on short-term rentals, the Director or designee shall place interested property owners on a waiting list in the order in which they were received. If a permit becomes available, applications shall be accepted and reviewed in the order they are listed on the waiting list subject to Subsection (K).
2. Notwithstanding any language in this Subsection (C), Subsection (D), or Subsection (F)(3) to the contrary, if the owner(s) of an existing short-term rental property (i) consistently paid transient occupancy taxes to the City pursuant to Section 13-15 et seq. starting on or before January 1, 2019 (ii) otherwise complies with the requirements of this Section 17-53, and (iii) applies for a vacation rental permit within sixty (60) days from the effective date of Section 17-53, then such owner(s) shall be eligible for a short-term rental permit even if the approval of such permit(s) would exceed the vacation rental permit cap for the General Plan neighborhood or R-BF zone in which the property is located. During the initial 60-day period from the effective date of this Section 17-53, no applications for a vacation rental permit shall be accepted from any party except from the owner(s) of an existing short-term rental property who consistently paid transient occupancy taxes to the City pursuant to Section 13-15 et seq. starting on or before January 1, 2019 and otherwise complied with the requirements of Section 17-53. If the issuance of permits pursuant to applications filed during the initial 60-day period exceeds the rental permit cap in any General Plan neighborhood or the R-BF zone, then no further permits can be issued in that General Plan neighborhood or RB-F zone as long as the number of valid permits equal or exceed the percentage of permits otherwise allowed in the particular General Plan neighborhood or R-BF zone. If, however, the vacation rental permit for that property is revoked pursuant to Section 17-53(R), said property will be subject to the applicable cap requirement and the owner(s) may reapply for a permit pursuant to this Section 17-53.

(D) Separation Requirement.

1. No Vacation Rental shall be issued a permit when a Vacation Rental permit has already been issued to another property that is either: (i) within 100 feet of the proposed Vacation Rental in the Residential Beach Front (R-BF) zone; or (ii) within 200 feet of the proposed Vacation Rental outside the R-BF zone. The 100-foot and 200-foot separation is to be measured horizontally from all parcel lines of property ownership as established by the legal description for the property on record with the County of Ventura.
2. Notwithstanding any language in this Subsection D to the contrary, the 100-foot and 200-foot separation requirement shall not apply to a dwelling unit within a development:
  - a. That is subject to the Vacation Ownership and Time-share Act of 2004 (Business and Professions Code Section 11210 et seq.); and

b. That became subject to the Vacation Ownership and Time-share Act of 2004 on or before January 1, 2019; and

c. Whose owner(s): (i) on or before January 1, 2019, consistently paid transient occupancy taxes to the City pursuant to Oxnard City Code Section 13-15 et seq. (ii) otherwise complies with the requirements of this Section 17-53, (iii) and applies for a vacation rental permit within sixty (60) days from the effective date of Section 17.53; provided, however, if the vacation rental permit is revoked pursuant to Section 17-53(R), said property will be subject to the applicable separation requirement and the owner(s) may reapply for a permit pursuant to this Section 17-53.

(E) Maximum Rental Period

1. Vacation rentals shall be limited to a maximum of 100-day annual cap per calendar year. Vacation rentals which are only used for a partial day (i.e. arrival departure days) shall be rounded up and counted as a full day.

2. Notwithstanding any language in this Subsection E to the contrary, the 100-day annual cap per calendar year shall not apply to a dwelling unit within a development:

a. That is subject to the Vacation Ownership and Time-share Act of 2004; and

b. That became subject to the Vacation Ownership and Time-share Act of 2004 on or before January 1, 2019.

(F) Permit Required.

1. Except as expressly authorized by this Article, no dwelling, property or any portion thereof shall be rented for a term of less than thirty consecutive days. Renting for less than thirty days pursuant to a purported longer-term lease or by other means intended to evade compliance with this Article is prohibited.

2. A valid permit issued by the City pursuant to this Article is required in order for any person that seeks or receives any rent, payment, fee, commission or compensation in any form, to rent, offer for rent, advertise for rent, or facilitate the rental of a homeshare or vacation rental. For purposes of this Article, the owner of a dwelling unit that is subject to the Vacation Ownership and Time-share Act of 2004 must obtain a valid permit issued by the City pursuant to this Article for the rental of the dwelling unit for non-timeshare purposes for a period of less than thirty days.

3. A short-term rental permit authorizing a vacation rental or homeshare shall be issued or renewed by the Community Development Director, or designee if the following minimum findings are met.

a. The property is compliant with all State and Local codes.

b. The property complies with the requirements of this Article.

c. There is no substantial evidence of nuisance behavior from the location.

d. Issuance of the permit will not exceed the neighborhood cap pursuant to 17-53(C).

4. The Community Development Director shall have the authority to impose additional standards and or conditions to short-term rental permits as necessary to achieve the objectives of the Article.

(G) Limited Term.

1. Permits for short-term rentals shall be issued or renewed for a maximum term of one year. All permits shall contain the following provision: "This permit shall expire no later than one year after the date of issuance, and is subject to revocation for violation or noncompliance with the requirements or any other applicable provision of the Oxnard City Code."

2. Permit holders that remain in good standing and apply for a renewal permit prior to the expiration of their current permit will be granted a renewal permit. If a permit expires, the request for a permit would be treated as a new permit subject to any established waiting lists.

(H) Owner Requirements and Limitations.

1. Permits may only be issued to the owner(s) of the homeshare or vacation rental property, and shall automatically expire upon sale or transfer of ownership of the property, in whole or in part. All permits shall include the following provision; "This permit shall automatically expire upon sale or transfer of the property, in whole or in part, or as stated in Section F, whichever comes first."

2. A permit may only be issued for a homeshare or vacation rental property if no owner of the subject homeshare or vacation rental property is also the owner of another homeshare or vacation rental property that is currently permitted under this Article. In addition, if a property contains multiple dwelling units that have not been subdivided pursuant to the subdivision map act (e.g. a duplex, cottages or apartments), only one dwelling unit on the property is eligible for permitting as a homeshare or vacation rental under this Article.

3. Notwithstanding any language in subsection H(2) to the contrary, if a dwelling unit is subject to the Vacation Ownership and Time-share Act of 2004, an owner of said dwelling unit may obtain a permit for more than one such dwelling, provided that said owner otherwise complies with all of the applicable requirements of Section 17-53.

(I) Ineligible Dwellings, Structures and Spaces.

No permit for a homeshare or vacation rental shall be issued for any of the following dwellings:

1. A dwelling subject to a City-imposed covenant, condition or agreement restricting its use to a

specific purpose including but not limited to an affordable housing unit, farmworker housing, a superintendent or caretaker dwelling.

2. A dwelling on property fully or partially owned by a corporation, partnership, limited liability company, or other legal entity that is not a natural person, except in the event every shareholder, partner or member of the legal entity is a natural person as established by documentation (which shall be public record) provided by the permit applicant. In the event this exception applies, every such natural person shall be deemed a separate owner of the subject dwelling and property for purposes of this Article. Notwithstanding any language in this subsection 2 to the contrary, if a dwelling unit is subject to the Vacation Ownership and Time-share Act of 2004, such unit may be owned by a corporation, partnership or limited liability company and still be eligible to obtain a permit pursuant to this Section 17-53, provided that said owner otherwise complies with all of the applicable requirements of Section 17-53.

3. A dwelling on property owned by six or more owners, unless each owner shares common ancestors or the dwelling is subject to the Vacation Ownership and Time-share Act of 2004 and became subject to the Vacation Ownership and Time-share Act of 2004 on or before January 1, 2019.

4. A dwelling or structure that has not, if legally required, obtained a full building final inspection or been issued a valid certificate of occupancy by the City Building Official.

5. A mobile home located in a mobile home park.

6. Space in a yard or on a balcony. Camping in a backyard or on a balcony as a form of STR is prohibited.

7. A vehicle, to include an RV, car or boat. Use of a vehicle as a form of STR is prohibited.

8. Those 440 units in the Planned Development Community known as The Colony at Mandalay Beach.

9. Those units in the Harbour Island condominiums.

10. An Accessory Dwelling Unit.

(J) Pre-Permitting Inspection.

Prior to the initial issuance of a permit under this Article, the City Building Official or designee shall conduct an inspection to determine the number of bedrooms within the unit and ensure the dwelling and site comply with the provisions of this Article and other applicable building and zoning codes and regulations regarding parking, access, fire, and other relevant health and safety



standards. If any violation is identified during the inspection, no permit shall be issued under this Article until the violation(s) is abated.

(K) Permit Application, Processing and Fees.

1. Applications for the initial issuance and renewal of permits under this Article shall meet the form and content requirements as established by the Community Development Director or designee.
2. Each application shall include a floor plan showing all rooms with each room labeled as to room type and a site plan depicting the location of all on-site parking and existing structures and describing the use of all existing structures.
3. Each application shall include a nuisance response plan containing the information required by Subsection L.
4. Each application shall include a mailing list for notifications pursuant Subsection N(2) along with fees as set forth in the Planning Division fee schedule.
5. Each application shall include an affidavit in a form provided by the Community Development Director or designee, signed by each owner of the subject property, agreeing to comply with the operational standards of Subsection (M) and the property management requirements of Subsection (N) should the permit be issued. The affidavit form shall also include the following statement: “The City considers the short-term rental of dwellings to be businesses that are operated in residential zones. Short-term rentals are not a by-right use. Instead, they are only allowed if operated in strict compliance with the rules and requirements of Chapter 17, Article IV, Section 17-53 of the Oxnard City Code. Violations are grounds for permit revocation, fines, and/or criminal prosecution.”
6. For a homeshare only, annually provide to the Planning Division proof of a homeowner's exemption from the County Assessor and a fully-executed statement that the property is owner occupied.
7. An annual permit fee authorized by the fee schedule applicable to the Planning Division may be collected upon the filing of an application to cover the City’s costs of administering this Article.
8. Prior to permit issuance under this Article, the applicant shall: (i) pay all applicable City fees; (ii) provide contact information for the owner of a homeshare, or designate and provide contact information for one or two property managers of a vacation rental, pursuant to Subsection (L); (iii) provide a fully-executed affidavit pursuant to Subsection (K)(5); (vi) provide proof of compliance with the applicable business tax and licensing, and transient occupancy tax requirements pursuant to Subsection (N)(6); (v) for a homeshare only, proof of homeowner’s exemption and statement that property is owner occupied pursuant to Subsection (K)(6); (vi) provide proof of insurance pursuant to Subsection (N)(7); and (vii) provide the fully- executed defense and indemnification

agreement pursuant to Subsection (N)(8).

9. Notwithstanding any other provision of this Article, no public hearing shall be conducted regarding permit applications under this Article. Decisions of the Community Development Director or designee on permit applications to approve a short-term rental permit are final when rendered and are not subject to appeal.

#### (L) Nuisance Response Plan

Each nuisance response plan accompanying a vacation rental application shall contain the following information and otherwise be in a form required by the Community Development Department.

1. The mailing address and telephone number of the owner or owners of the residential dwelling unit or units to be used as a vacation rental pursuant to the permit.
2. The name, address and telephone number of the person or persons who will be available by telephone, and who will be responsible for promptly responding to or causing a prompt response to a nuisance complaint arising out of the occupancy or use of the vacation rental by tenants, their visitors and/or their guests. For the purposes of this Section, a return telephone call to a complainant shall be deemed "prompt" when:
  - a. Between the hours of 7:01 a.m. and 9:59 p.m. the call to contact the renter to correct the problem is made within thirty minutes of receiving the initial complaint:
  - b. Between 10:00.p.m. and 7:00 a.m., the quiet hours, the call to contact the renter to correct the problem is made within fifteen minutes of receiving the initial complaint.
3. No more than a total of three persons shall be designated in the response plan as a person responsible for responding to or causing a response to a nuisance complaint; and
4. Only one such person shall be designated as the person responsible for responding to a nuisance complaint during any particular hours of the day, different days in a week, and/or different weeks of the year.
5. The manner of responding to or causing a response to a nuisance complaint, including but not limited to the manner in which the complainant or complainants will be notified of the response and the method of documenting prompt responses and timely corrective action.
6. The manner of assuring timely corrective action to remedy the conditions that caused the nuisance complaint. For the purposes of this section "timely corrective action" shall include, at a minimum, a telephone call to the primary adult occupant of the short-term vacation rental within 30 minutes of the initial nuisance complaint.

#### (M) Operational Standards.

The following minimum operational standards apply to all homeshares and vacation rentals. All owners, renters, occupants and visitors of homeshares and vacation rentals shall comply with the operational standards. The owner(s) and permittee(s) of homeshares and vacation rentals are ultimately responsible for ensuring compliance with, and are liable for violations of, these operational standards.

1. Limits On Duration Of Stay.

- a. The property owner shall require all occupants of vacation rentals to agree to a minimum stay of no less than three nights.
- b. Vacation rental units may be rented for no more than 100 days during any calendar year. Notwithstanding any language in this Subsection M to the contrary, the 100-day annual cap per calendar year shall not apply to a dwelling unit within a development that is subject to the Vacation Ownership and Time-share Act of 2004 and that became subject to the Vacation Ownership and Time-share Act of 2004 on or before January 1, 2019.

2. Occupancy Limits.

- a. Vacation rental overnight occupancy shall be limited to a maximum of two persons per bedroom occupying up to five bedrooms, plus two additional persons, up to a maximum of ten persons.
- b. Homeshares shall have a maximum of two bedrooms available for rental. Overnight occupancy shall be limited to a maximum of five rental guests.
- c. Inclusive of the owner(s) in the case of homeshares, the maximum number of total persons allowed on the property at any time shall not exceed the maximum overnight occupancy plus six additional persons. No person who is not staying overnight at the homeshare or vacation rental shall be on the property during the quiet hours stated in Subsection (M).4.b.
- d. Homeshares and vacation rentals shall not be rented to more than one group at a time; no more than one rental agreement shall be effective for any given date.
- e. The primary occupant of a vacation rental shall be an adult 21 years of age or older. The primary occupant shall be legally responsible for compliance of all occupants of the unit and/or their guests with all provisions of this Article and/or this code.

3. Parking Requirements.

- a. Parking shall be provided on the property as follows:
  - i. a minimum of one parking space for vacation rentals in a studio or one bedroom;

ii. a minimum of two parking spaces for homeshares and vacation rentals with two to four bedrooms; and

iii. a minimum of three parking spaces for homeshares and vacation rentals with five or more bedrooms.

b. Permitted garages and driveways on the property shall be unobstructed and made available for renter parking.

#### 4. Noise.

a. No use or activity associated with a homeshare or vacation rental shall at any time create unreasonable noise or disturbance as provided in Chapter 7. Article XI - Sound Regulations of the Oxnard City Code.

b. Quiet hours shall be observed from 10:00 p.m. to 7:00 a.m.

c. Pursuant to OCC Section 7-147.1 the sale, offer to sell, use, or possession of fireworks is prohibited in the City of Oxnard and use by a tenant or guest of an STR is also a violation of this Article.

#### 5. Events and Activities.

No homeshare or vacation rental property shall be rented or used for any event or activity attended by more persons than are allowed on the property pursuant to Subsection (M)(2) that violates any noise standard of Subsection (M)(4), or that violates any other standard or requirement of this Article or any other local state or federal law.

#### 6. Refuse.

Adequate waste collection facilities and services shall be provided for a homeshare or vacation rental at all times. Waste bins and refuse shall not be left within public view except in proper containers for the purpose of collection on the scheduled collection day(s). The waste collection schedule and information about recycling and green waste separation and disposal shall be included in the rental agreement and posted conspicuously inside the rental unit.

#### (N) Property Management Requirements.

The following minimum property management requirements apply to all homeshares and vacation rentals.

##### 1. Owner/Property Manager Requirements.

a. At all times a homeshare is rented out, a homeshare owner shall be onsite between the hours of 10:00 p.m. and 7:00 a.m., and within twenty-five miles of the property at all other times, to ensure compliance with the standards and requirements of this Article.

b. At all times a vacation rental is rented out, the vacation rental shall have one or two designated property managers, one of whom shall be available at all times and within twenty-five miles of the property, to ensure compliance with the standards and requirements of this Article. An owner may serve as one of the property managers.

c. Each application under this Article shall include the name, address, and telephone number(s) at which the property manager(s) can be reached at all times, along with the signature of each property manager. Any requested change to a designated property manager shall be made through a formal written request to the Community Development Director or designee, and shall include the signature of the proposed property manager and the desired effective date of the change. No change to a vacation rental's designated property manager shall take effect unless and until approved in writing by the Community Development Director or designee.

## 2. Permit Notification.

a. The Planning Division shall provide a mailed notice of permit issuance, and of each permit renewal, to the owner of the subject property and the owners of all real property situated within a radius of 300 feet of the exterior boundaries of the Assessor's Parcel(s) which is the subject of the application.

b. At a minimum, the notice of permit issuance shall include: (i) directions to view a copy of the nuisance response plan; and (ii) contact information for the Code Compliance Division.

## 3. Information In Rental Agreements

a. Each rental agreement for a vacation rental or homeshare shall prominently display the following information:

(1) The permitted occupancy and guest limits for both day and night;

(2) Notification that quiet hours shall be observed between 10:00 p.m. and 7:00 a.m.;

(3) Notification that no outdoor amplified music or sound is allowed during quiet hours and a copy of Chapter 7, Article XI - Sound Regulations of the Oxnard City Code as may be amended from time to time;

(4) Notification that the property cannot be used for events that exceed the applicable occupancy or guest limits, or that violate the quiet hours, noise standards or any other standard or requirement of this Article;

(5) The available number of onsite parking spaces, and notification that all parking shall

occur on-site with no on-street parking allowed;

(6) The waste collection schedule and the tenant's responsibilities regarding waste collection;

(7) Notification that the sale, possession or use of fireworks in the City of Oxnard is prohibited.

#### 4. Information in Advertising and Listings

a. Each advertisement and listing for a vacation rental or homeshare shall prominently display the following information;

(1) The City-issued land use permit number authorizing the homeshare or vacation rental under this Article;

(2) The current City issued Business License Tax Certificate identification number, if required for the operation;

(3) All advertisements for homeshares shall state that the unit is an owner-occupied dwelling, and the owner will be present in the home;

(4) The available number of onsite parking spaces, and notification that all parking shall occur on-site with no on-street parking allowed;

b. No advertisements or notices regarding the availability of a dwelling for homeshare or vacation rental use shall be posted on the property.

#### 5. Posting Inside of Dwellings.

The following information, as well as all information required by Subsection (N)(3), shall be posted in a conspicuous location inside the dwelling within six feet of the main entrance of the homeshare or vacation rental;

a. The name and contact information for the designated property manager of a vacation rental or owner of a homeshare, and the telephone number(s) at which the person can be reached at all times;

b. The waste collection schedule and information about recycling and green waste separation and disposal;

c. Notification that the property owner, renter, and occupants are subject to criminal citation and fines, civil penalties and/or permit revocation for violations of the unit's occupancy limits, noise standards and other operational standards.

#### 6. Business License; Business Taxes; Transient Occupancy Tax.

The owner of a vacation rental or homeshare shall acquire and maintain a valid City business license, timely pay annual business taxes evidenced by a business tax certificate, and obtain and maintain a valid City transient occupancy tax registration certificate and timely pay all required City transient occupancy taxes.

7. Insurance.

The owner shall maintain an insurance policy that includes coverage for commercial/business general liability with a minimum limit of \$1,000,000 per occurrence for claims of personal injury or property damage. Proof of such insurance coverage shall be provided with each permit application under this Article, and shall be made available to the Community Development Director or designee upon request.

8. Defense and Indemnification.

All owners of a homeshare or vacation rental shall be jointly and severally responsible to defend and indemnify the City and all of its officials, employees and agents from and against all third-party claims, causes of action, fines, damages and liabilities of whatever nature arising from or related to the processing and issuance of a permit under this Article and/or from the operation of the homeshare or vacation rental. Upon submittal of a permit application under this Article, all owners of the homeshare or vacation rental shall execute a written agreement on a form provided by the Community Development Director or designee implementing this defense and indemnification requirement.

9. Record-Keeping.

The owner of a homeshare or vacation rental shall keep and preserve all records as may be necessary to demonstrate compliance with the standards and requirements of this Article. These records shall include but are not limited to all rental agreements entered into, advertisements and online listings. The records shall be maintained during the term of the permit issued under this Article and subsequent renewal up to two years, and shall be made available in electronic format for the City's review upon request of the Community Development Director or designee.

(O) Inspection and Monitoring.

1. Inspections.

In addition to the pre-permitting inspection of a homeshare or vacation rental pursuant to Subsection (J), upon reasonable notice. City staff shall be given access to the dwelling and site to conduct an inspection during the term of the permit to ensure continued operation of the homeshare or vacation rental in compliance with the provisions of this Article and other applicable building and zoning codes and regulations regarding parking, access, fire, safety, and other relevant issues.

2. Inspection, Monitoring and Code Enforcement Costs.

City monitoring shall be required for each homeshare and vacation rental operation issued a permit. The permittee shall be responsible for all inspection and monitoring costs associated with the operation. Monitoring may be conducted by a third party compliance company hired by the City. The permittee shall also be responsible for any and all code enforcement costs, calculated at a full cost recovery rate, related to their property.

(P) Permit Fees

The Community Development Department shall assess fees for a short-term rental permit as set by the City Council. Fees and deposits set forth in this Article may be adjusted each year by the City Council, reflecting the costs of administering the short-term rental permit, and enforcing the requirements of this Section.

(Q) Complaints and Violations.

1. Complaints.

- a. Complaints regarding the condition, operation or conduct of the renters, occupants or visitors of a homeshare or vacation rental shall be directed to the vacation rental property manager or homeshare owner for investigation and resolution. The property manager or owner shall be available by phone at all times the dwelling is rented out as a homeshare or vacation rental.
- b. Upon receipt of a complaint that any renter, occupant or visitor of a homeshare or vacation rental has created unreasonable noise or disturbance and/or potentially violated any other operational standard of this Article the property manager or owner shall take all necessary actions to promptly resolve the issue, including by initially contacting the renter to correct the problem within thirty minutes, or within fifteen minutes during the quiet hours between 10:00 p.m. and 7:00 a.m., after the complaint is first received.
- c. Within twenty-four hours after first receiving a complaint pursuant to subsection (b) above, the property manager or owner shall complete the online reporting form provided by the Community Development Director or designee to: (1) report and describe the complaint including the time the complaint was first received; (2) describe all actions taken to resolve the issue, including the time each action was taken; and (3) describe the resolution or current status.
- d. A property manager's or owner's failure to promptly resolve a complaint pursuant to subsection (b) above which the Planning Division deems to be valid, or to timely and fully report the complaint to the Community Development Director or designee on the online reporting form, shall each constitute a separate violation of this Article.
- e. Individuals who file false reports of nuisance activities or other violations of this ordinance shall be subject to fine and prosecution pursuant to California Penal Code



Section 148.5 and the complainant will be responsible for the costs associated with the service call by the Police Department or Code Enforcement

## 2. Violations.

Each of the following acts or omissions related to the operation or use of a homeshare or vacation rental is unlawful and constitutes a violation of this Article. Owners are jointly and severally responsible and liable, along with any other responsible person, for each violation committed with respect to their homeshare or vacation rental. Each day a violation occurs constitutes a separate, additional violation:

- a. Engaging in an act in violation of the permitting requirement of Subsection (F);
- b. Failure to comply with an operational standard of Subsection (M);
- c. Failure to comply with a property management requirement of Subsection (N);
- d. Failure to comply with the complaint investigation. resolution and/or reporting requirements of Subsection (Q)(1); and
- e. Failure to timely remit to the City any cost or fee pursuant to this Article.

### (R) Revocation or Suspension of Permit.

1. The Community Development Director may revoke, or suspend a vacation rental or homeshare permit for one or more of the following reasons:

- a. A property transfer triggering property tax reassessment pursuant to the California Revenue and Taxation Code Section 60 et seq., as determined by the Ventura County Assessor such that the vacation rental or homeshare permit associated with the property shall expire and shall also become nonrenewable at the time of the property transfer.
- b. The permittee has made a false, misleading or fraudulent statement of material fact in the application for the vacation rental or homeshare permit, in the information required to be submitted to the city, or in response to inquiries by the city.
- c. The permittee engaged in any of the following conduct related to this section that:
  - (1) Resulted in a citation or conviction against the permittee;
  - (2) Violated local, state or federal law;
  - (3) Constituted a public nuisance;
  - (4) Breached any condition, requirement, or restriction of the vacation rental or homeshare permit; or
  - (5) Constituted a hazard to public peace, health, or safety.

d. Failure to pass inspections required under the provisions of Subsection (J).

e. Three or more verified and valid complaints of any violation of the Oxnard City Code, state or federal law, as determined by the Community Development Director, within a twelve-month period, shall be grounds for permit revocation.

2. A Vacation Rental or Homeshare Permit may be revoked, suspended, or additional conditions may be imposed by the Community Development Director by providing written notice to the permittee setting forth the basis of the intended action and giving the permittee an opportunity, within fourteen calendar days, to present responding information to the Department of Planning and Community Development.

3. After the fourteen-day period, the Community Development Director shall determine whether to revoke the permit, suspend the permit, or impose additional conditions upon the permit and thereafter, give written notice of its decision to the permittee. The permit shall be deemed to be valid until the written notice of the decision has been issued.

#### (S) Violations Declared A Public Nuisance.

Each and every violation of the provisions of this Article is hereby deemed unlawful and a public nuisance.

#### (T) Each Violation a Separate Offense.

Each and every violation of this Article shall constitute a separate violation and shall be subject to all remedies and enforcement measures authorized by the City of Oxnard. Additionally, as a nuisance per se, any violation of this Article shall be subject to injunctive relief, any permit issued pursuant to this Article being deemed null and void, disgorgement and payment to the City for any monies unlawfully obtained, costs of abatement, costs of investigation, attorney fees, and any other relief or remedy available at law or in equity. The City of Oxnard may also pursue any and all remedies and actions available and applicable under state and local laws for any violations committed by the person/s or entity to which the STR permit was issued and by tenants under contract to use the STR. Additionally, when there is determined to be an imminent threat to public health, safety or welfare, the City Manager, or his/her designee(s), may take immediate action to temporarily suspend a STR permit issued by the City, pending a hearing before the City Manager, or his/her designee(s).

#### (U) Criminal Penalties.

Each and every violation of the provisions of this Article may at the discretion of the District Attorney or City Attorney be prosecuted as an infraction or misdemeanor and upon conviction be subject to a fine not to exceed one thousand dollars (\$1,000) for the first violation, two thousand dollars (\$2,000) for the second violation, and three thousand dollars (\$3,000) and revocation of the permit for a period of two years, after which the property owner would have to reapply, for the

third violation. Each day a violation is committed or permitted to continue shall constitute a separate offense. The fine for operating an unlicensed and/or unpermitted STR shall be \$5,000 per day.

(V) Remedies Cumulative and Not Exclusive.

The remedies provided herein are not to be construed as exclusive remedies. The City is authorized to pursue any proceedings or remedies provided by law.

(W) Appeals.

A property owner or duly appointed designee may appeal a decision of the Community Development Director to deny, revoke, or suspend a short-term rental permit pursuant to Chapter 1, Article V-Administrative Hearings of the Oxnard City Code.

Section 11. If any subsection, sentence, clause, phrase or word of the 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 and adopted this Ordinance, and each and all provisions hereof, irrespective of the fact that one or more provisions may be declared invalid.

Section 12. Cumulative Ordinance. Nothing in this Ordinance shall be interpreted to allow any land use which is not expressly listed as permitted or conditionally permitted within the City's Zoning Code.

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Section 13. The City Clerk shall certify as to the adoption of this Ordinance and shall cause summary thereof to be published within fifteen calendar (15) days of the adoption and shall post a certified copy of this Ordinance in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. 2970 was first read on December 3<sup>rd</sup>, 2019, was adopted on December 17<sup>th</sup>, 2019. California Coastal Commission Modifications to Ordinance No. 2970 were read by the City Council on October 6th, 2020, with the California Coastal Commission to accept the final modifications on their consent agenda at their November hearing. The Ordinance is to become effective thirty (30) days thereafter.

PASSED AND ADOPTED by the City Council of the City of Oxnard on this \_\_\_\_ day of \_\_\_\_\_, 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

# Zoning Text Amendment to Create Regulations for Short Term Rentals Acceptance of Three California Coastal Commission Modifications

Planning and Zoning Permit No. 19-580-04

Jeff Pengilley, Interim Community Development Director  
Scott Kolwitz, Planning & Environmental Services Manager  
Paul McClaren, Associate Planner

**City Council**  
**October 6, 2020**



## Background

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- **The development of the City's STR regulations have in process for more than four years. Recent actions include:**
  - August 19, 2019: Planning Commission recommended the City Council adopt an Ordinance to regulate STRs within the Coastal Zone;
  - December 17, 2019: City Council adopted Ordinance 2970 in order to regulate STRs within the Coastal Zone

- **January 30, 2020:** City staff submitted a LCP Amendment to the CCC; and
- **July 10, 2020:** CCC approved the LCP Amendment subject to three modifications.
- **August 19, 2020:** The Planning Commission adopted a resolution recommending that the City Council accept the CCC modifications.
- Per CCC regulations, to effectuate the LCP Amendment, the City has to accept the modifications or decide to resubmit a LCP Amendment within 6 months of CCC action.

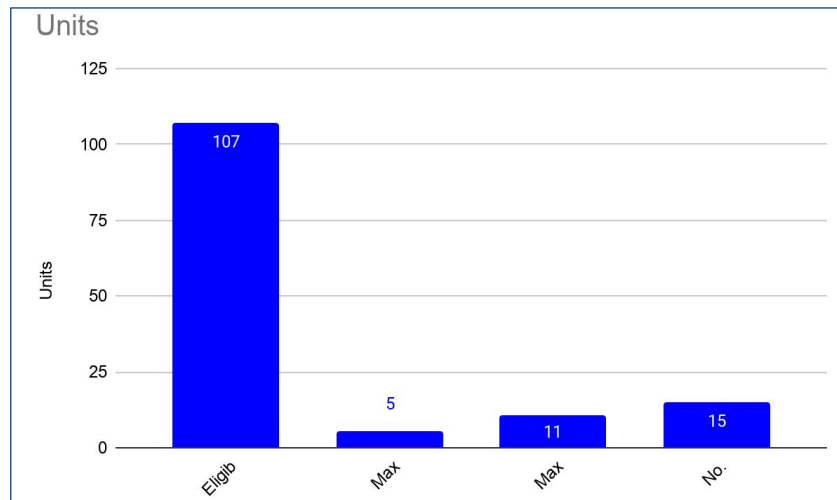
## CCC Modification 1

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### **Modification 1 - Subsection C (Vacation Rental Permit Cap) of Section 17-53 (Short Term Rental Units).**

1. Increases the cap on STR permits in the Residential Beachfront (R-BF) Zone from 5% to 10%.
2. Creates a grandfather clause;
  - Operators who consistently paid Transient Occupancy Tax (TOT) prior to January 1, 2019 would have 60 days to apply for and be granted a permit even if this were to exceed the cap.
  - Must still be qualified in all other respects of Ordinance 2970.

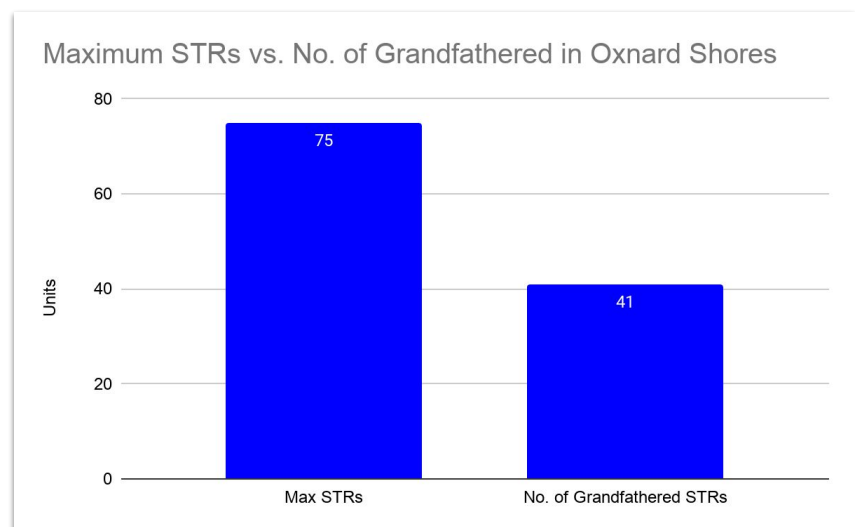
- The 10% cap in the R-BF zone would allow the number of STRs in the zone to increase from 6 to 11.
- There are 15 properties in the R-BF zone that have been paying TOT tax, so would be eligible for grandfathering.
- Until such time as the number of permitted STRs in the RB-F zone falls below 11, no new STR permits could be issued in the RB-F zone.



## CCC Modification 1 - Analysis (continued)

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- Oxnard Shores (not including the R-BF Zone) - 39 units can be grandfathered per this modification. This is 2.6% of the neighborhood, well below the 5% cap.
- Channel Islands - 18 units or 0.98% grandfathered.
- Hollywood by the Sea - 2 units or 0.2% grandfathered.
- The Dunes - 0 units.



## Modification 2 - Subsection D (Separation Requirement) of proposed Section 17-53 (Short Term Rental Units)

1. Decrease the separation requirements in the R-BF Zone from 200 feet to 100 feet.
2. Creates a grandfather clause;
  - Operators who consistently paid Transient Occupancy Tax (TOT) prior to January 1, 2019 would have 60 days to apply for and be granted a permit regardless even if they are within 100 feet of another STR.
  - Must still be qualified in all other respects of Ordinance 2970.

## CCC Modification 2 - Analysis

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Because of the grandfathering, this modification could result in the current concentrations of STRs continuing. Additionally, in the R-BF zone every third lot (up to 11 STRs) could be allowed to be a STR because of the 100' separation requirement.

### R-BF Zone





Oxnard Shores - Oxnard Shores is the only area in the City where this modification would have an effect.



## CCC Modification 3

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### **Modification 3 - Subsection I.3 (Ineligible Dwellings, Structures, and Spaces) of proposed Section 17-53 (Short Term Rental Units).**

- I.3 makes units with 6 or more owners ineligible for a STR permits unless the owners share a common ancestor.
- The modification adds an exception to this restriction for timeshares which, by their nature, have more than 6 owners.

There is no net effect from this modification and as it is intended clarify the status of timeshares.

- 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 determined:
  - The proposed zoning text amendment is exempt from the CEQA pursuant to Sections 15601 and 15305

## Next Steps

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1. Were the City Council to adopt the modifications as proposed by the CCC, the Ordinance Amendment will be re-submitted to the CCC to go on their consent agenda at their November hearing.
2. The City Council would conduct a second reading of the Ordinance shortly thereafter.
3. This would allow the Coastal Zone STR regulations to be in full effect before the end of the year and the permit window for eligible grandfathered STRs would open in January 2021.
4. Once the STR Ordinance is implemented and a full permit cycle (permit applications received, permits issued, and permits renewed) is completed, it is staff's intention to return to the City Council as previously requested by the City Council to discuss how implementation has gone and if the program has had the intended results.

That the City Council:

1. Acknowledge receipt of the California Coastal Commission's (CCC) Action Letter of Local Coastal Plan (LCP) Amendment No. LCP-4-OXN-20-0008-1, and the Planning Commission's adopted Resolution 2020-15 recommending that the City Council accept three recommended modifications from the CCC;
2. Find the proposed project is Categorical Exempt from the California Environmental Quality Act (CEQA) pursuant to sections 15061 and 15305 of the CEQA Guidelines;
3. Introduce an Ordinance amending Section 17-53 of the Oxnard City Code (OCC) consistent with the CCC's modifications into the City's Short Term Rental regulations for the Coastal Zone; agree to issue Coastal Development Permits for the total area included in the certified LCP, and direct the Planning & Environmental Services Manager to transmit said Ordinance to the Commission Executive Director as requested.



## Discussion



**CITY COUNCIL AGENDA REPORT**  
**REPORTS**  
**AGENDA ITEM NO. N.1**

**DATE:** October 6, 2020

**TO:** City Council

**FROM:** Jeff Pengilley, Interim Community Development Director, (805) 385-8208, jeff.pengilley@oxnard.org

**SUBJECT:** Preparation of the 2021-2029 Housing Element and Policy Direction. (10/10/10)

**RECOMMENDATION**

That the City Council:

1. Receive a report on the preparation of the 2021-2029 Housing Element (6th Cycle Housing Element); and
2. Concur with Housing and Economic Development Committee (HEDC) direction and provide further direction on if the City Council supports utilizing up to 1,000 ADUs and Jr. ADUs during the next 2021-2029 Housing Element to achieve compliance with the 2,903 lower income RHNA.

**BACKGROUND**

The RHNA process began in 2019 and the final RHNA allocation is scheduled to be adopted by the Southern California Association of Governments (SCAG) Regional Council in February 2021. The City's RHNA allocation for the "6th Cycle" projection period between June 30, 2021 and October 15, 2029, is shown in the following table along with a comparison to the 5th Housing Element cycle:

| Regional Housing        | 6th Cycle    |                  | 5th Cycle    |                  | Comparing 6th to 5th |                |
|-------------------------|--------------|------------------|--------------|------------------|----------------------|----------------|
| Needs Assessment        | 2021 to 2029 |                  | 2013 to 2021 |                  | Cycle RHNA's         |                |
| Income Level            | Units        | Percent of Total | Units        | Percent of Total | Change in Units      | Percent Change |
| Very Low                | 1,835        | 21.5%            | 1,688        | 23.2%            | +147                 | +8.7%          |
| Low                     | 1,068        | 12.5%            | 1,160        | 15.9%            | -92                  | -7.6%          |
| Subtotal Lower Income   | 2,903        | 34.0%            | 2,848        | 39.0%            | +55                  | +1.2%          |
| Moderate                | 1,535        | 18.0%            | 1,351        | 18.5%            | +184                 | +13.6%         |
| Above Moderate          | 4,090        | 48.0%            | 3,102        | 42.5%            | +988                 | +31.8%         |
| Total all Income Levels | 8,528        |                  | 7,301        |                  | +1,227               | +16.8%         |

**EXECUTIVE SUMMARY AND COMMITTEE FEEDBACK**

The City's 6th Housing Element is required to be adopted by the City Council no later than October 15, 2021. Staff has initiated this work effort and is working with the City's consultant, PlaceWorks, Inc, to complete this update. Staff will continue to solicit feedback and work with community members and stakeholders interested in the Housing Element. This is the first of several check-ins with the City's Housing and Economic Development Committee (HEDC) and City

Council.

On September 8th, Staff presented to HEDC key housing policy questions (see Attachment 1):

1. Should the City utilize up to 1,000 ADUs and Jr. ADUs during the next 2021-2029 Housing Element to achieve compliance with the 2,903 (was 2,902 until early Sept. 2020) lower income RHNA?

A.) HEDC agreed that the City should utilize ADUs and Jr. ADUs to achieve compliance with a portion of the lower income RHNA allocation; however, one committee member was of the opinion that Staff's estimate of the construction of 1,000 lower income ADUs by 2029 was too high. As identified in two housing advocacy letters, concern was expressed that the 1,000 ADU housing number was too high and unrealistic (see Attachment 2).

2. Should the City discontinue the City's All Affordable Housing Opportunity Program (AAHOP) and, instead, rely on the State's default density of 30 units per acre on selected lower income sites for the 2021-2029 Housing Element?

A.) HEDC had consensus that the City should discontinue AAHOP and, instead, rely on the State's default density for lower income sites.

3. Are there recommendations regarding the City's inclusionary housing ordinance in lieu *percentage*? Are there local preference strategies that HEDC would like explored?

A.) HEDC did not directly address the inclusionary housing percentage. The HEDC did support local preference programs and requirements, where feasible.

B.) Staff Comment - As a result of additional discussions with Placeworks, the City's Housing Element consultant, Staff recommends that additional analysis and research be conducted before exploring changes to the in lieu percentage. Discussion regarding the inclusionary percentage will occur throughout the Housing Element update process.

4. Should the City adopt a plan or program to encourage housing in the Business and Research Park (BRP) zone, as well as targeted commercial centers through streamlined approaches?

A.) HEDC was supportive of beginning a planning process to consider introducing housing to BRP zones and other commercial centers, especially if the owners are expressing interest.

Based upon HEDC feedback, Staff is seeking Council concurrence with HEDC direction and further direction if the City Council supports utilizing up to 1,000 ADUs and Jr. ADUs during the next 2021-2029 Housing Element to achieve compliance with the 2,903 lower income RHNA?

## ANALYSIS AND DISCUSSION

Generally, affordable housing and housing policies are aimed at addressing housing disparities for the following income categories based on the annual Ventura County Area Median Income (AMI)\*:

|                |             |                |
|----------------|-------------|----------------|
| Extremely Low  | <30%        | Under \$33,850 |
| Very Low       | 30% to 50%  | To \$56,450    |
| Low            | 50% to 80%  | To \$90,350    |
| Moderate       | 80% to 120% | To \$117,350   |
| Above Moderate | >120%       | To \$117,350   |

\*Based on 2020 Ventura County AMI for a four-person household of \$97,800

There is sometimes confusion on what units may be "counted" to achieve the Housing Element's RHNA allocation target and during the subsequent annual Housing and Community Development (HCD) Annual Progress Reports. Based upon

HCD guidance, PlaceWorks advises clients that they should identify sites which contain housing unit capacity/numbers which yield a capacity of approximately 110 percent of the RHNA target number to allow for losing zoned sites to non-housing development. Below is a list of housing production categories that “count”, in total, and are utilized to meet the RHNA target number:

1. Any planning permit for housing units approved after June 30, 2021.
2. Expected housing sites not yet filed, likely to be approved and built by 2029.
3. Remaining 2013-2021 lower income Housing Element sites, Downtown Plan housing, and additional affordable housing sites outside of Downtown.
4. Accessory Dwelling Units (ADU) and Junior ADUs.

The above categories are generally quantifiable by the Community Development and Housing Departments. It is important to note that plans and programs will be needed to support the RHNA targets. Units that are replaced due to damage (flood, fire, etc.) may not be counted as new units. Any project that demolishes existing housing units may only count the net units gained (i.e.; the first 250 units of Las Cortes housing will not be counted towards the RHNA allocation as the project’s 250 new units are replacing the previous public housing units). As previously mentioned, the City will need to identify sites and Housing Element programs that provide feasible opportunities to develop housing units for all income categories.

### **Key Policy Questions for Which City Council Concurrence with HEDC Input is Being Sought**

#### **Question 1. Does the City Council support utilizing up to 1,000 ADUs and Jr. ADUs during the next 2021-2029 Housing Element to achieve compliance with the 2,903 lower income RHNA?**

The 5th cycle Housing Element did not rely on ADUs to fulfill affordable housing requirements. Based on the City’s historical ADU and Jr. ADU development activity through May 2020, and based upon recent conversations with HCD, the number of projected ADUs will represent a significant portion of lower income units. A summary of ADU development activity indicates:

#### **Annual ADU Statistics (as of June 5, 2020)**

| <b>Year</b>  | <b>Applications Received</b> | <b>Entitlements Granted</b> | <b>Building Permits Issued</b> | <b>Final Inspection/CO</b> |
|--------------|------------------------------|-----------------------------|--------------------------------|----------------------------|
| 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         | 53                           | 41                          | 6                              | 3                          |
| <b>Total</b> | <b>165</b>                   | <b>124</b>                  | <b>23</b>                      | <b>13</b>                  |

HCD issued guidance as to how the City can approach counting ADUs towards meeting the City’s lower income housing allocation. Based on this guidance, the City would be allowed to count 510 ADUs towards meeting its lower income RHNA allocation. However, this is based upon historical ADU construction data submitted to HCD, and does not reflect current ADU application and development trends, or the City’s robust application and streamlined review process which the City envisions will yield significantly more ADUs in compliance with State law. Staff will present our ADU methodology to HCD in the near future, and will continue evaluating overall housing sites (not just ADU sites) through the site selection process with special attention paid to infrastructure and utility capacity. HEDC received public testimony and with two HEDC members agreeing on the 1,000 unit target and one HEDC member opined that the realistic target should be lower, about 700 units. Two members of the community expressed concern that 1,000 lower income ADUs was too aggressive and the City had not been historically constructing these units.

Staff has evaluated the number of ADU permits issued and applied for from 2013-2020, and reviewed the ADU policy guidance from HCD. In discussions with the City's Housing Element consultant it is reasonable for the City to justify the construction of between 510 - 1,000 ADUs (lower income units). Justification is more stringent as the City goes above 510 ADUs. It is reasonable to justify ADU construction through programs and continuation of the City's over the counter process and handouts. Therefore, Staff recommends that up to 1,000 ADUs be considered lower income housing requirements and, if supported by Council will continue to evaluate HCD's support for this unit allocation.

**Question 2. Does the Council concur with HEDC that the City should discontinue AAHOP and, instead, rely on the State's default density of 30 units per acre on selected lower income sites for the 2021-2029 Housing Element?**

The September 8th HEDC staff report provides a robust discussion on this topic; however because there was HEDC concurrence with Staff's recommendation, a summary is provided in this report (see Attachment 1).

In summary, AAHOP was created prior to the State Density Bonus program. Staff strongly suggests the City: 1) discontinue AAHOP and, instead, 2) rezone selected housing element sites to 30 units per acre, if and as needed, to reach the total 2021-2029 RHNA lower income unit allocation. This is based upon recent changes with AB 1763, the unintended combination of AB 1763 with the City's AAHOP, and HCD's requirements for a feasibility analysis for housing element sites designated for lower income units. If Council supports including up to 1,000 ADU/Jr ADUs for our lower income units, the State's Default Density may be needed for less than 2,000 units.

HEDC received public testimony and agreed that AAHOP could be discontinued and, instead, the City rely on the State's "default density" of 30 units per acre whereby all potential units may be counted towards the lower income RHNA allocation. Staff and the HEDC both commented that sites zoned at 30 units per acre should be mainly along transit corridors.

**Question 3. Does the Council concur with HEDC that the City should implement local preference strategies where feasible?**

At the HEDC meeting staff asked "Are there recommendations regarding the City's inclusionary housing ordinance in lieu *percentage*? Are there local preference strategies that HEDC would like explored?" There was no HEDC discussion regarding the inclusionary housing topic. There was general concurrence regarding support for local preference strategies, where feasible. Community members interested in housing policy also submitted comment letters pertaining to this topic (see Attachment 2).

As a result of additional discussions with Placeworks, Staff is recommending that additional analysis, and study occur on the inclusionary housing percentage topic and that Council not consider the in lieu percentage policy question at this time. Throughout the Housing Element update process, there will be a discussion regarding the inclusionary percentage and additional community, committee, and Council input will be secured.

**Question 4. Does the Council concur with HEDC that the City should adopt a plan or program to encourage housing in the BRP zone, as well as targeted commercial centers through streamlined approaches?**

The September 8th HEDC staff report provides a robust discussion on this topic; however because there was HEDC concurrence with Staff's recommendation a summary is provided in this report (see Attachment 1).

With changing retail trends, enhanced transit corridors (HQTC) and rethinking of land use patterns and opportunities, potential mixed use may provide opportunities for revitalization of key areas while providing housing. Development regulations can be restructured to encourage and streamline housing in targeted commercial zones and units could be identified to accommodate lower or moderate/above moderate income housing. Further, pending legislation (AB 3107 and SB 1385), if passed, would require cities to allow housing in most commercial zones.



Several property owners of big-box retail centers have approached the Community Development Department regarding future redevelopment to multifamily housing and/or mixed use. These commercial areas were not intended for housing and lack many residential amenities such as neighborhood parks, close schools, and utilities.

Developing a program to allow residential in BRP and commercial zones, coupled with documented owner/developer interest, could allow the City to meet all income categories identified by RHNA by adding a program to facilitate mixed use and streamlining (expedited review, objective standards, etc.) of commercial/residential permits, with particular attention to lower income housing units - HCD's targeted interest area.

HEDC received public testimony and was supportive of Staff's recommendation to develop a program to encourage residential and or mixed use on targeted commercial areas/sites as well as BRP sites.

## **ENVIRONMENTAL IMPACT**

There are no environmental impacts associated with this report.

## **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.

## **FINANCIAL IMPACT**

Staff and consultants started working on the 2021-2029 Housing Element in July 2020. Unlike past housing element cycles, the State has provided "SB2" and "Local Early Action Planning" grants totaling over \$1 Million. Some of this money is being used to assist in 6th Cycle Housing Element work, including consultants and studies such as identifying potential housing development sites, evaluating utility capacity and HCD qualifying criteria, and completing the CEQA review. The General Plan Maintenance Fund was utilized to cover the associated consultant contract of \$95,000 because grants had not yet been secured when the Housing Element contract was signed with PlaceWorks.

## **COMMITTEE OUTCOME**

The HEDC discussed these policy questions on September 8, 2020. There was general consensus on Question Nos. 2 (AAHOP/default density) and 4 (BRP/housing). In terms of Question No. 3, the Committee was supportive of implementing local preference where feasible and when legally defensible. No comments were made regarding the in lieu percentage.

Individual Committee comments included:

- Continue to require parking even in BRP zones, to ensure impacts to surrounding uses does not occur (Question 4).



- Do not negatively impact the housing market (through driving up the cost of the in lieu fee/percentage) (Question 3).

Councilmember Madrigal and Mayor Flynn indicated that allowing 1,000 ADUs to count towards the City's lower income RHNA was reasonable (Question 1). While concern was expressed for ADUs without parking and no desire for Jr ADUs, state law stipulates that ADUs within ½ mile of public transit can be constructed without the required parking. An analysis of transit stops meeting the State definition reveal that the entire City is within a ½ mile of a qualifying transit stop. Councilmember Basua indicated that this number seemed too high and asked how we verify income. Staff responded that information regarding the rental rate is required at the time of application submission and clarified that yearly verification is also required through voluntary reporting; a condition of approval is not imposed as this is a ministerial permit (no discretion/conditioning).

Additionally, Councilmember Basua asked a question regarding the location of density bonus (DB) applications in the City as it pertains to AAHOP. This question required Staff research. Staff's analysis and shown on a slide in the powerpoint indicates that these permits have typically been centered around the middle of the City; during the current housing cycle this represents 16 approved DB permits (2012-2019). Councilmember Madrigal expressed concerns with COVID and the consideration as to how this will impact housing density and future requirements.

Two comment letters were received from Ms. Barbara Macri-Ortiz and Sal Gonzales (see Attachment 2). These letters pertained to:

- Allowing 1,000 ADUs is unrealistic;
- Default density of 30 dwelling units per acre should apply to all parcels, not just lower income parcels;
- In lieu percentages should mirror the City's RHNA allocation percentages (further described in the Sept. 8th staff report); and
- Housing should be encouraged in the BRP zone.

*Prepared by: Kathleen Mallory, Planning & Sustainability Manager, Chris Williamson, Contract Planner*

## **ATTACHMENTS**

1. September 8, 2020 HEDC Staff Report
2. Sept. 8, 2020 email from Ms. Marci-Ortiz and Mr. Gonzales
3. April 26, 2020, letter from Barbara Macri-Ortiz to the HEDC
4. Housing Element Presentation



## HOUSING AND ECONOMIC DEVELOPMENT COMMITTEE AGENDA REPORT

### REPORTS AGENDA ITEM NO. D.1

**DATE:** September 8, 2020

**TO:** Housing and Economic Development Committee

**FROM:** Jeff Pengilley, Interim Community Development Director, (805) 385-8208,  
jeff.pengilley@oxnard.org

**SUBJECT:** Preparation of the 2021-2029 Housing Element and Policy Direction. (10/10/10)

### RECOMMENDATION

That the Housing and Economic Development Committee (HEDC):

1. Receive a report on the preparation of the 2021-2029 Housing Element (6th Cycle Housing Element); and
2. Provide feedback to staff on several key policy questions.

### BACKGROUND

The RHNA process began in 2019 and the final RHNA allocation is scheduled to be adopted by the Southern California Association of Governments (SCAG) Regional Council in January 2021. The City's RHNA allocation for the "6th Cycle" projection period between June 30, 2021 and October 15, 2029, is shown in the following table along with a comparison to the 5th Housing Element cycle:

| Regional Housing Needs Assessment | 6th Cycle<br>2021 to 2029 |                  | 5th Cycle<br>2013 to 2021 |                  | Comparing 6th to 5th<br>Cycle RHNA's |                |
|-----------------------------------|---------------------------|------------------|---------------------------|------------------|--------------------------------------|----------------|
| Income Level                      | Units                     | Percent of Total | Units                     | Percent of Total | Change in Units                      | Percent Change |
| Extremely Low                     | 917                       | 10.8%            | 844                       | 11.6%            | 73                                   | 8.0%           |
| Very Low                          | 917                       | 10.8%            | 844                       | 11.6%            | 73                                   | 8.0%           |
| Low                               | 1,068                     | 12.5%            | 1,160                     | 15.9%            | (92)                                 | -8.6%          |
| <i>Subtotal Lower Income</i>      | 2,902                     | 34.0%            | 2,848                     | 39.0%            | 54                                   | 1.9%           |
| Moderate                          | 1,535                     | 18.0%            | 1,351                     | 18.5%            | 184                                  | 12.0%          |
| Above Moderate                    | 4,092                     | 48.0%            | 3,102                     | 42.5%            | 990                                  | 24.2%          |
| <b>Total all Income Levels</b>    | <b>8,529</b>              |                  | <b>7,301</b>              |                  | <b>1,228</b>                         | <b>14.4%</b>   |

### EXECUTIVE SUMMARY

The City's 6th Housing Element is required to be adopted by the City Council no later than October 15, 2021. Staff has initiated this work effort and is working with the City's consultant, PlaceWorks, Inc, to complete this update. Staff will continue to solicit feedback and engage working with community members and stakeholders interested in the Housing Element. This is the first of several check-ins with the HEDC and City Council.

Key policy questions for which staff is seeking HEDC feedback are as follows:

1. Does the HEDC support utilizing 1,000 ADUs and Jr. ADUs during the next 2021-2029 Housing Element to achieve compliance with the 2,902 lower income RHNA?
2. Should the City discontinue AAHOP and, instead, rely on the State's default density of 30 units per acre on selected lower income sites for the 2021-2029 Housing Element?
3. Are there recommendations from HEDC regarding the City's inclusionary housing ordinance in lieu percentage? Are there there local preference strategies that HEDC would like explored?
4. Should the City adopt a plan or program to encourage housing in the BRP zone, as well as targeted commercial centers through streamlined approaches)?

#### *RHNA Allocation and Schedule*

Staff does not expect the City's draft RHNA allocation of 8,529 units to change significantly when SCAG adopts the final RHNA in early 2021. It is important to note that the 6th Cycle RHNA methodology includes 5,311 'Existing Need' units intended to provide housing units to offset the very low production of housing during the 2008 to 2012 Great Recession. Theoretically, these "Existing Need" units would be occupied by existing City residents to reduce overcrowding and lower housing costs and increase the local rental vacancy rate to five percent. The remainder of the RHNA allocation of 3,218 units is intended for forecasted growth and represents an annual growth rate of about 0.75 percent, which is consistent with household and population projections in the 2030 General Plan. In this context, the relatively large allocation of 8,529 units is not intended to induce unplanned overall population growth.

After SCAG adopts the final RHNA allocation, staff will finalize a draft 2021-2029 Housing Element and complete an environmental review in compliance with the California Environmental Quality Act (CEQA). The 2021-2029 Housing Element and its CEQA documentation will be presented to the Planning Commission and then the City Council for adoption and transmittal to Housing and Community Development (HCD) by October 15, 2021. Public outreach has already started and will continue throughout this process.

#### *Housing Site Inventory and Identification*

As part of the 6th Cycle Housing Element update, staff has already begun looking at density and inventory of sites aimed at producing additional housing in compliance with the City's identified RHNA allocation. A number of new requirements for site selection were identified by HCD in the past few months. For example, sites which are greater than ½-acre but less than 10 acres in size are now determined as "ideal" affordable housing sites. Additionally, if lower income housing element sites haven't been developed for affordable housing over the past two Housing Element cycles, the standard for including these same sites in the 6th Housing Element cycle is more stringent.

Additionally, AB 686 passed in 2019, required Housing Elements to develop programs and activities to "affirmatively further fair housing." This means Oxnard's 2021-2029 Housing Element will contain an Assessment of Fair Housing (AFH) consistent with core fair housing elements required by the Federal Affirmatively Furthering Fair Housing (AFFH) final rule of July 16, 2015. The Housing Element land inventory and identification of sites must be consistent with a jurisdiction's duty to address AFFH and the findings of its AFH. At a later date, staff will brief the Committee on which AB 686 programs and strategies might be suitable to Oxnard. It does seem that a concentration of sites in low resource areas may not be consistent with AFH guidelines, which will inform the site inventory and identification process.

In June 2020, as part of this site inventory and identification process, the City Council approved submission of a \$500,000 Local Early Action Planning (LEAP - \$500,000 - pending but expected to be awarded in the next three months) grant application to study land use and housing density along this “High Quality Transit Corridor” (HQTC), specifically increasing density along Oxnard Boulevard from US 101 to Pleasant Valley Road, Fifth Street from Oxnard Boulevard to Rice Avenue, and Vineyard Avenue from Oxnard Boulevard to the US 101 freeway. Increasing density along these corridors is consistent with Gold Coast Transit District’s planned future route expansion and frequency of service, and SCAG’s RHNA allocation of additional housing units to HQTC areas. City staff are also evaluating All Affordable Housing Opportunity Program (AAHOP) sites and density that were identified as part of the City’s 4th Housing Element cycle, 2006-2014 Housing Element and was continued in the 5th Housing Element cycle, 2013-2021 Housing Element. AAHOP sites allow a site density between 20 and 39 units per acre, with most sites allowing 24 units per acre (25% above the underlying C-2/R-3 zoning). The AAHOP program also allows for additional concessions above the allowance under the State’s density bonus provisions and allows for an adjustment to numerical zoning ordinance development standards by plus or minus 10% (see Attachment 1 - AAHOP program).

## ANALYSIS AND DISCUSSION

Generally, affordable housing and housing policies are aimed at addressing housing disparities for the following income categories based on the annual Ventura County Area Median Income (AMI)\*:

|                |             |                |
|----------------|-------------|----------------|
| Extremely Low  | <30%        | Under \$33,850 |
| Very Low       | 30% to 50%  | To \$56,450    |
| Low            | 50% to 80%  | To \$90,350    |
| Moderate       | 80% to 120% | To \$117,350   |
| Above Moderate | >120%       | To \$117,350   |

*\*Based on 2020 Ventura County AMI for a four-person household of \$97,800*

There is sometimes confusion on what units may be “counted” to achieve the Housing Element’s RHNA allocation target and during the subsequent annual HCD Annual Progress Reports. Based upon HCD guidance, PlaceWorks advises clients that they should identify sites which contain housing unit capacity/numbers which yield a capacity of approximately 110 percent of the RHNA target number to allow for losing mixed use zoned sites to non-housing development. Below is a list of housing production categories that “count”, in total, and are utilized to meet the RHNA target number:

1. Any planning permit for housing units approved after June 30, 2021.
2. Expected housing sites not yet filed, likely to be approved and built by 2029.
3. Remaining 2013-2021 lower income Housing Element sites and additional affordable housing sites.
4. Accessory Dwelling Units (ADU) and Junior ADUs.

The above categories are generally quantifiable by the Community Development and Housing Departments. It is important to note that plans and programs will be needed to support the RHNA targets. Units that are replaced due to damage (flood, fire, etc.) may not be counted as new units. Any project that demolishes existing housing units may only count the net units gained (i.e.; the first 250 units of Las Cortes housing will not be counted towards the RHNA allocation as the project’s 250 new units are replacing the previous public housing units). As previously mentioned, the City will need to identify sites and Housing Element programs that provide feasible opportunities to develop housing units for all income categories.

## **Key Policy Questions for Which Committee Input is Being Sought**

### **Question 1. Does the HEDC support utilizing 1,000 ADUs and Jr. ADUs during the next 2021-2029 Housing Element to achieve compliance with the 2,902 lower income RHNA?**

The 5th cycle Housing Element did not rely on ADUs to fulfill affordable housing requirements. Based on the City's historical ADU and Jr. ADU development activity through May 2020, and based upon recent conversations with HCD, the number of projected ADUs will represent a significant portion of lower income units. Most ADUs are likely to be developed on parcels with one existing housing unit.

The City is receiving a significant number of ADU and Jr. ADU development applications. Staff is in the process of forecasting where ADUs are likely to be developed, based on recent ADU permits. The City is also evaluating its water and wastewater capacity for the many single-family neighborhoods that are likely to add ADUs (SB2 work - City has received a \$625,000 for these and other housing-related work efforts). State law allows jurisdictions to prohibit ADUs in areas with inadequate utilities until the capacity is upgraded.

A summary of ADU development activity indicates:

#### **Annual ADU Statistics (as of June 5, 2020)**

| <b>Year</b>  | <b>Applications Received</b> | <b>Entitlements Granted</b> | <b>Building Permits Issued</b> | <b>Final Inspection/CO</b> |
|--------------|------------------------------|-----------------------------|--------------------------------|----------------------------|
| 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         | 53                           | 41                          | 6                              | 3                          |
| <b>Total</b> | <b>165</b>                   | <b>124</b>                  | <b>23</b>                      | <b>13</b>                  |

There are currently approximately 31,000 parcels with single family detached housing units in the City's total 2020 housing inventory of 56,000 units, or approximately 55.4 percent of the City's housing stock (Department of Finance (DOF), Report E-5, May, 2020). If all lower income housing units (2,902 units) were developed by the year 2029, it would represent about 9.4 percent of the single-family parcels, or about one in thirteen parcels (roughly two ADUs per block).

HCD encourages jurisdictions to include Housing Element programs that encourage the construction of ADUs and Jr. ADUs. Staff provided a summary of ADUs and Jr. ADUs at the City Council meeting on July 21, 2020 (see Attachment No. 2), and ordinance amendments to be compliant with State law were adopted by Council on September 1, 2020. As part of the July presentation, staff informed Council that these permits are processed administratively and cannot be denied provided they meet City and HCD planning requirements.

HCD issued guidance as to how the City can approach counting ADUs towards meeting the City's lower income housing allocation. The City's housing consultant and staff have begun developing a rationale and justification based upon historical ADU construction and current and potentially proposed City efforts to support ADU development, including affordability reporting and streamlined ADU template documents. This

rationale would allow the City to propose counting 1,000 ADUs towards meeting its lower income housing requirement in the draft submitted to HCD for review. This represents approximately 35% of the City's lower income housing allocation (2,902 units). Staff will present this methodology to HCD in the near future, and will continue evaluating overall housing sites (not just ADU sites) through the site selection process with special attention paid to infrastructure and utility capacity. As part of the community outreach required for the Housing Element update, staff will solicit input regarding staff's recommended ADU numbers.

Does the HEDC have comments regarding staff's intent to comply with the City's lower income housing requirement by identifying 35% of lower income units (1,000 units) as ADU's?

**Question 2. Should the City discontinue AAHOP and, instead, rely on the State's default density of 30 units per acre on selected lower income sites for the 2021-2029 Housing Element?**

In 2012, the City developed the AAHOP program to meet the lower income RHNA allocation for the 2006-2014 Housing Element. AAHOP was continued in the 2013-2021 Housing Element. This program applies an "AH" additive to the zoning designation (i.e C2-AH) and generally increases the allowed density by 25 percent provided the AAHOP housing project is 100 percent affordable.

HCD considers the City's AAHOP density a local program and the resulting higher density the "base" density. The City's AAHOP was adopted before the State Density Bonus (35% density increase) was created. The State Density Bonus can be applied on top of the AAHOP density. With the recent adoption of Assembly Bill (AB) 1763 (2019), the State raised their automatic density bonus from 35 percent to 80 percent for projects that are 100 percent affordable. AB 1763 also grants four development standards concessions, three extra stories, and all but waives parking requirements. Since the State Density Bonus is additive to the AAHOP density, this increase from 35% to 80% is significantly more density than originally envisioned by AAHOP.

For example, AAHOP Site D-06 is a vehicle dealership property zoned C-2, which allows housing at 18 units per acre. With the AAHOP allowable density, the 18 units per acre would be raised to 24 units per acre for a 100 percent affordable project. HCD then considers the City's base density as 24 units per acre. The same project would then automatically qualify for the AB 1763 state density bonus of 80 percent, further raising the allowed density from 24 units to 43 units per acre ( $24 \times 1.8 = 43.2$ ). AAHOP and AB 1763 on this site increase the density 2.4 times from the C-2 density of 18 units per acre that is the basis of traffic and utility planning.

An HCD recommended alternative to demonstrating feasibility for each housing element site being counted for lower income units is to utilize HCD's "default density" zoning of 30 units per acre for urbanized areas such as Oxnard. HCD allows sites zoned at the default density (30 units per acre) to count all realistic potential units towards the RHNA lower income allocation (2,902 units) without demonstrating feasibility. Staff is now looking at focusing density in specific targeted areas to take advantage of transit opportunities and services and is recommending that the City consider using the State default density on selected sites as an option to reach the remaining lower income RHNA allocation after accounting for ADUs and projects already committed to providing lower income units. The default density approach is widely used by other jurisdictions and increases the likelihood of HCD certification.

In summary, AAHOP was created prior to the State Density Bonus program. Because of the recent changes with AB 1763, the unintended combination of AB 1763 with the City's AAHOP, and HCD's requirements for a feasibility analysis for housing element sites designated for lower income units, staff strongly suggests the City: 1) discontinue AAHOP and, instead, 2) rezone selected housing element sites to 30 units per acre, if and as needed, to reach the total 2021-2029 RHNA lower income unit allocation. If Council supports including up

to 1,000 ADU/Jr ADUs for our lower income units, the State's Default Density may be needed for less than 2,000 units.

Does HEDC support staff's suggestion to discontinue AAHOP and, instead, rely on the State's default density of 30 units per acre on selected lower income sites for the 2021-2029 Housing Element? If so, what elements are important to consider in identifying sites that accommodate 30 units per acre?

**Question 3. Are there recommendations from HEDC regarding the City's inclusionary housing ordinance in lieu percentage? Are there there local preference strategies that HEDC would like explored?**

The City's inclusionary housing ordinance requires housing projects of ten units or more to include ten percent of the units at a very low or lower income affordability level, or pay an in lieu fee; 'urban villages', as designated by the 2030 General Plan, are required to provide fifteen percent of units at a lower income affordability level, or pay an in lieu fee.

As part of the update to the City's Inclusionary Housing Fee (July 2020), staff committed to updating the ordinance. Through this process, staff will be evaluating the ordinance and exploring concepts and options to produce and maintain affordable housing. As part of the impact fee discussion, some Council members expressed support for raising the inclusionary requirement above ten percent, as suggested in the April 26, 2020, letter from Barbara Macri-Ortiz to the HEDC prior to the Committee's April 28, 2020, meeting regarding the inclusionary in-lieu fee (Attachment 2). In subsequent discussions with Ms. Macri-Ortiz, she promoted establishing an in-lieu percentage commensurate with the percentages of affordability in the City. For example, using the 2021-2029 RHNA allocations and distribution by income category, the inclusionary requirement would be thirty-four percent (34% for lower income units), or the developer would pay an equivalent in-lieu fee.

Prior discussions pertaining to updating the inclusionary ordinance have focused on the inclusionary percentage and the ability to impose local preference. As communicated in staff's January 12, 2020, memo to HEDC, the ability to impose local preference is difficult to require unless City funding is allocated. As part of the ordinance update, Staff will explore other inclusionary ordinance update options.

The City's inclusionary housing ordinance is one policy (Policy 10) within the Housing Element. HCD has made it clear that inclusionary programs are not appropriate ways to plan for the identification and creation of lower income housing units. An inclusionary program is one way to preserve affordable units over the long term since they require affordable housing agreements. HCD does encourage an inclusionary ordinance that has options to achieve and preserve housing. Increasing the inclusionary percentage will impact the cost to develop housing. However, increasing the percentage and a developer paying the commensurate in lieu fee could result in additional in lieu housing revenue.

Given there are various options to meet the lower income allocation, and the potential impact to developing housing, staff will need to analyze the impacts of increasing the inclusionary requirement of 10% (or 15%). Staff intends to continue reviewing inclusionary housing ordinances in surrounding jurisdictions, discussing the ordinance with housing advocates and the development community, to develop concepts to support local preference and an appropriate in-lieu percentage.

Are there recommendations from HEDC regarding the City's inclusionary housing ordinance in lieu percentage? Are there there local preference strategies that HEDC would like explored?

**Question 4. Should the City adopt a plan or program to encourage housing in the BRP zone, as well as targeted commercial centers through streamlined approaches?**

Whenever a jurisdiction cannot identify qualifying sites that meet the RHNA lower income allocation, HCD allows and requires programs that effectively promise to find additional sites and take necessary actions such as a rezoning within three years. If the City does not have adequate sites, a possible program is to ‘replan’ the Business Research Park (BRP) zoned commercial areas generally between Rose Avenue and Rice Avenue along Lockwood Street to incorporate multifamily housing and residential amenities and/or mixed use. Oxnard does not currently allow housing in the BRP zone, nor does the City have a mixed-use zone (except the downtown), and only allows residential in the C-2 zone as a conditional use at the R-3 density (18 units/acre).

With changing retail trends, enhanced transit corridors (HQTC) and rethinking of land use patterns and opportunities, potential mixed use may provide opportunities for revitalization of key areas while providing housing. Development regulations can be restructured to encourage and streamline housing in targeted commercial zones and units could be identified to accommodate lower or moderate/above moderate income housing. Further, pending legislation (AB 3107 and SB 1385), if passed, would require cities to allow housing in most commercial zones.

Several property owners of big-box retail centers have approached the Community Development Department regarding future redevelopment to multifamily housing and/or mixed use. These commercial areas were not intended for housing and lack many residential amenities such as neighborhood parks, close schools, and utilities.

Developing a program to allow residential in BRP and commercial zones, coupled with documented owner/developer interest, could allow the City to meet all income categories identified by RHNA by adding a program to facilitate mixed use and streamlining (expedited review, objective standards, etc.) of commercial/residential permits, with particular attention to lower income housing units - HCD’s targeted interest area. Creating and adding a program is not a commitment to that program if additional housing sites are added to the Housing Element in the intervening years that make up the shortfall. Through the Housing Element work, staff will investigate this opportunity; which may result in a need for a future General Plan Amendment and Zone Change if this change is ultimately implemented.

Based on the interest of land owners, changing trends in retail, transit patterns and approaches, the local SOAR ordinance that promotes infill development, and housing demand staff is supportive of developing a program to encourage residential and or mixed use on targeted commercial areas/sites as well as BRP sites.

Is HEDC supportive of policies and programs to encourage housing, rather it be medium density (18 du-30 dus/acre) housing or mixed use, in the BRP zone as well as targeted commercial sites/areas by allowing administrative approvals and/or streamlining (expedited review, objective standards, etc.)? If so, besides considering residential amenities such as neighborhood parks, proximity to transit, services, and schools, and utilities, what other factors should staff consider when developing policies, programs, and identifying sites?

## **ENVIRONMENTAL IMPACT**

There are no environmental impacts associated with this report.

## **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.

## **FINANCIAL IMPACT**

Staff and consultants started working on the 2021-2029 Housing Element in July 2020. Unlike past housing element cycles, the State has provided "SB2" and "Local Early Action Planning" grants totaling over \$1 Million in formula funds. Some of this money is being used to assist in 6th Cycle Housing Element work, including consultants and studies such as identifying potential housing development sites, evaluating utility capacity and HCD qualifying criteria, and completing the CEQA review. The General Plan Maintenance Fund was utilized to cover the associated consultant contract of \$95,000 because grants had not yet been secured when the Housing Element contract was signed with PlaceWorks.

*Prepared by: Kathleen Mallory, Planning & Sustainability Manager, Chris Williamson, Contract Planner*

## **ATTACHMENTS**

1. AAHOP Ordinance (Ord. No. 2870)
2. July 21, 2020 City Council Presentation Pertaining to ADU's
3. Letter from Barbara Macri-Ortiz, April 26, 2020.
4. 09.08.20 HEDC - Housing Element Policy Questions PPT

SALVADOR &amp; DARLENE GONZALEZ

Redacted

September 8, 2020

City of Oxnard  
Housing and Economic Development Committee  
305 W. Third Street  
Oxnard, CA 93030

Chairman and Members of the Committee

I submit these comments following a cursory review of the staff report on the preparation of the 2021 Housing Element and Policy Direction.

There was considerable material to review. I received the staff report the late afternoon of September 3, But, I will limit myself to the policy questions raised by staff, and I reserve further comments when the items are considered by City Council.

Staff raises the possibility or desirability of utilizing 1,000 accessory dwelling units to achieve compliance with the 2,902 lower income units in the goals of the Regional Housing Needs Assessment (RHNA).

I am not sure how the City would accomplish this effort. First of all, is the City tracking the households occupying these units? How many of the 13 ADUs that have passed final inspection are occupied or will be occupied by lower income households? How would the City guarantee that the units are being occupied by lower income households? Some jurisdictions are utilizing covenants to restrict the occupancy of the units. And, if the City utilizes covenants, what incentives would the City utilize to encourage property owners to agree to the restrictions?

Staff raises the possibility of discontinuing the All Affordable Housing Overlay Program in favor of the State's default density of 30 units per acre on certain sites for units designated for lower income households.

Based upon a preliminary review, it appears that this approach would yield more units for lower income households, and therefor, merit support. But, I believe that the City needs to develop a time line and program for rezoning the selected sites to 30 units per acre, as described in the report

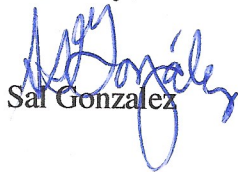
Finally, staff asks for recommendations from the Committee for changes to the City's Inclusionary Housing Ordinance relative to the in-lieu fee percentages. Yes, this task is long overdue. I have been part of the Oxnard House Farm Workers Group, and while I do not speak

for the Group, the Group has been asking for continued involvement in this process. Yes, the methodology described in the report and developed by Barbara Macri-Ortiz is an approach that the Committee would support. But, with its continued and further involvement, the Committee can be helpful to the City in crafting changes that would address some the other policy issues in the report, e.g. local preferences, impacts of the changes, etc.

I hope that these are comments are helpful to the Committee.

But, as I said earlier, these comments are based upon a cursory review of the report. I may be making further comments as the recommendations are submitted to City Council.

Sincerely,

  
Sal Gonzalez



Ascencion, Michelle <michelle.ascencion@oxnard.org>

## Today's Housing & Economic Development City Council Committee Meeting

1 message

**b.macriortiz via City Clerk** <cityclerk@oxnard.org>

Tue, Sep 8, 2020 at 2:32 PM

Reply-To: b.macriortiz@verizon.net

To: cityclerk@oxnard.org

Cc: Kathleen Mallory <kathleen.mallory@oxnard.org>, Gail Weller Brown <gwellerb@gmail.com>, LtTaco@aol.com, "Ramirez, Emilio" <emilio.ramirez@oxnard.org>, alexander.nguyen@oxnard.org, Tim Flynn <tim.flynn@oxnard.org>, gabriela.basua@oxnard.org, Oscar Madrigal <oscar.madrigal@oxnard.org>, jeff.pengilley@oxnard.org

Dear Committee members:

I apologize for getting this in so late. I have other duties during COVID-19 that have been taking more of my time. So my public policy work is suffering.

Quickly, here are my thoughts in answer to the 4 questions for which staff is seeking HEDC feedback:

1. It is unrealistic to utilize 1,000 ADUs and Jr. ADUs during the next 8-9 years Housing Element period to achieve compliance with the 2,902 lower income RHNA. The past practice, using best case scenario of 55 entitlements in one year would only amount to 495 units in 9 years; but even that is too generous in light of the fact that of the 124 entitlements granted in the last 8 years, only 23 have pulled building permits and only 13 have been built. Furthermore, you cannot assume that these units will be rented to low income tenants or at low income rents. If the City wants to increase its numbers of low income housing through ADUs, it will need to provide incentives to guarantee that the units will house low income residents. I would suggest that the easiest program to make this work would be for the City to waive fees for those owners who will enter into long term contracts (55 years) to reserve these units for low income tenants at low income rents.
2. The AAHOP would not be as critical if the City instituted the state's default density of 30 DUA for all sites, just so long as the developer committed to building low income units. The default density should apply for all sites, not just "selected lower income sites." If you are going to just have selected sites, then you might as well keep the AAHOP in place.
3. The percentages in the inclusionary housing ordinance should reflect the percentages in the RHNA. I provided an email to Kathleen with my thoughts on this subject already. In other words, if the RHNA calls for 25% of the units to be for very low income, then the inclusionary ordinance should also call for 25% of the units to be very low income. That is the only way we will ever catch up. And trust me, it is going to get worse around here in the aftermath of COVID. Homes are already showing up on the auction block.
4. YES – Housing should be encouraged in the BRP zone and commercial centers. The only way we are going to get decent public transportation is to allow housing throughout the City. When folks do not need a car to get to work because they are not leaving the City/County to work, there will be more reliance on public transportation and this will make our city stronger and a side benefit, more purchases will be made in Oxnard and that will generate more sales tax revenue for the City.

Sorry to be so short. I will not be able to join the meeting. Too much going on here and not enough time in the day.

Be well. Thank you for your service and stay safe,

Barbara

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April 26, 2020

Housing & Economic Development Committee  
Oxnard City Council  
300 West Third Street, 4<sup>th</sup> Floor  
Oxnard, CA 93030

***RE: Item D.1. Affordable Housing In-Lieu Fee & Inclusionary Housing Ordinance Amendments***

Dear Chairman Madrigal, and members Basua and Flynn:

There is no question that the current In-Lieu Fee is woefully inadequate. That is a given. However, more important is the fact that the existing Inclusionary Housing Ordinance is not only woefully inadequate to address Oxnard's housing crisis, but it is obsolete in every respect. This did not happen overnight. Over the past decade, City leaders have failed and refused to heed the pleas of House Farm Workers! and local housing advocates to update the inclusionary ordinance in an effort to improve one of the City's tools to respond to the diminishing supply of land within Oxnard and to address the shortage of affordable housing available to meet the very real housing needs of our residents.

Dating back to the time of Housing Director William Wilkins, and then Arturo Casillas and now Emilio Ramirez, local housing advocates, including House Farm Workers!, have been asking City officials and staff to revise the ordinance. Our pleas fell on deaf ears.

As a result of the City's inaction, and in spite of the fact that Oxnard's housing stock increased by 18.7%, to the tune of 8,471 new housing units between 2000 and 2014, significantly more of our residents, particularly in South Oxnard and other working class neighborhoods find themselves living in severely overcrowded households.

Ventura County's Regional Analysis of impediments to Fair Housing choice, prepared in

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2015, painted a bleak picture for the lower income community throughout Ventura County and in particular for Oxnard residents. My critique of the facts contained in that document are enclosed for your information [Public Comment letter addressed to Karl Lawson, dated April 22, 2015]. That situation as presented in that document was indeed sobering and it has not gotten any better.

The housing challenges faced by our residents continue to mount, as described in the City's Mid-Cycle Housing Element Update, adopted by the Council on October 10, 2017.<sup>1</sup> The lack of a sufficient supply of decent, safe and sanitary housing that is affordable to our very low and low income households is a growing problem, even as the City meets or exceeds its RHNA goals for market rate housing. Oxnard has been quite successful over the years in meeting its goals for market rate housing units while our low income community continues to stay behind the eight ball when it comes to affordable housing.

For example, as of March 2017, only 53 above moderate units were needed in order to achieve the total RHNA for this income category for the period 2013 -2021. In other words, at that point in time the City had an additional 4+ years left in the current RHNA cycle to entitle a mere 53 more market rate units (no doubt this has already been achieved). In contrast, at that same point in time the RHNA deficit was 1,525 very low income units, 806 low income units and 166 moderate income units. [See adopted Housing Element, Table D-4. - Remaining RHNA through March 2017, pg. D-5]. The City's production of low and very low income units during the previous Housing Element cycles was equally dismal, in comparison to the production of above moderate Income units. For example, the production of above moderate income units within the City was 295% of the RHNA above moderate income need for the 1998 - 2005 RHNA Cycle [See Oxnard Housing Element, Draft No. 4, February 2012, Table A-1, page A-2]. A total of

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<sup>1</sup>. According to the Oxnard's 2017 Mid-Cycle - 2013-2021 Housing Element Update, adopted October 10, 2017, [a]s of 2009, Oxnard had 49,550 households, with an average household size of 3.65 persons, in 2016, DOF reports 51,298 households with average size of 4.01] higher than the Ventura County average size of 3.04 persons as well as the California average of 2.89 persons ... In comparison to Ventura County and the state, the City has a larger proportion of households considered large with 5 or more persons. Nearly one-third of all households in the city are large, 27 percent (13,517 households), in comparison to 15 percent of households in Ventura County and 14 percent of households in the state. Many of these households, particularly farm workers live in housing designed for much smaller households.

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3,645 housing units -- 1,855 single family and 1,790 multi-family, were produced during the period 2006- 2013 [See Mid-Cycle Housing Element Update, Table B-30, page B-22. No affordability breakdown was provided].

**The policy question for the City Council is simple.** How can the City neglect to update its Inclusionary Housing Ordinance as expeditiously as possible in light of the fact that the City has produced more than 13,000 units during the period 2000 - March 2017, while our residents continue to scramble for a dearth of affordable housing units? As acknowledged in the nexus study, Oxnard's Median Annual Household Income is \$68,303 [Slide 3 of Slide show presentation]. Contrast that with the Ventura County Median Annual Household Income of \$97,800 [2019 Income Limits, published by HCD, May 6, 2019].

With respect to the matter before you today, after reviewing the April 24, 2020 Memo, as well as the letters received from the Los Angeles/Ventura Chapter of the BIA and the Chamber of Commerce I have a much better understanding of the process and what in my view went wrong.

The process was flawed from the beginning because we were not given any opportunity at the beginning of the process to provide any meaningful input for the consultants to take into consideration as they initiated their assignment. Furthermore, by the time we were brought into the process the consultants had already completed their work. Thus, there was no opportunity (or interest) for the consultants to consider or follow up on any of our comments as reported in the April 24, 2020, memo regarding what transpired in the April 8<sup>th</sup> community meeting.

To put the process in perspective, I offer the following chronology:

We were advised at a House Farm Workers! meeting several months ago that the City intended to update its in lieu fee schedule for the Inclusionary Housing Program. As I recall we had a spirited discussion at that time with respect to the issue of whether such an update more appropriately should be part of an update of the entire Inclusionary Housing Program, including the inclusionary requirements themselves. Our suggestion was rebuffed at that time, but we were assured that our input would be sought before the study was finalized and brought to the Council.

Thereafter, apparently the City hired Harris & Associates, to simply prepare a nexus study



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to justify an increase in lieu fees, without any consideration of the substance of the underlying ordinance or the efficacy of the City's Inclusionary Housing Program.<sup>2</sup>

I understand from the content of the April 16, 2020, letter submitted by Christine Rangel, Senior Director, Government Affairs for the BIA/LAV, that she attended what was described as "an initial outreach workshop" on March 12, 2020, and learned about the "development impact fees proposal." Apparently Nancy Lindholm, President/CEO of the Oxnard Chamber of Commerce, also attended the same meeting as in her letter she references a "presentation from Harris & Associates." It is unclear whether any materials were provided at that meeting.

On March 16, 2020, Ms. Mallory advised me by email that the City would "very shortly" be issuing a document "with the updated number including the methodology for how this number [the Inclusionary housing fee] was calculated." The following day Ms. Mallory sent me six slides "which have been extracted from the presentation that the City will be giving at the Housing & Economic Development Committee on April 28<sup>th</sup> regarding the City's Development Impact Fees." She provided the figures being recommended and stated that the "methodology analysis will be attached to the April 28<sup>th</sup> HEDC staff report which would be available on or around April 21<sup>st</sup>." Ms. Mallory informed me that she planned to attend the April 8<sup>th</sup> Farm worker Housing meeting to discuss the attached documents and any questions we may have. She also offered to meet with me, if I would like to discuss the study further.

Two days later the Governor imposed the COVID-19 shelter-in-place order, and most of us were forced to reorder our priorities and make contingency plans for getting our work done. After getting a chance to review the slides and the proposed fees, I sent Ms. Mallory an email on March 27, advising that the information provided did not make sense . . . in particular questioning how the gap for a very low income unit could be less than

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<sup>2</sup>. The process should have included three steps: 1) an initial public comment period, including a meeting with the community/stakeholders and the consultants to allow relevant input to be provided before the initiation of the consultant's work plan; 2) circulation of the draft study allowing an opportunity for public comment by the community and stake holders; and 3) a second meeting with the community to review the draft and consider changes before the document and recommendations were finalized and presented to the HEDC and the Council.

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the gap for a low income unit? <sup>3</sup>

I requested a copy of the consultant's written report with the methodology. No report was forthcoming. Instead, the day before the April 8<sup>th</sup> virtual meeting we were provided essentially the same 16 page power point presentation that will be presented to the HEDC [pages 88 - 95 in your packet]. After the April 8<sup>th</sup> meeting, we were provided a copy of virtually the same "Final Draft of the Affordable Housing In-Lieu Fee Nexus," which is before this Committee [pages 10 - 41 in your packet].

Based on the above chronology, whether intended or not, it is clear that the public was not given any real opportunity to be heard, both with respect to substantive amendments to the Inclusionary Housing Program or the methodology and amount of the proposed In Lieu Fees. The City must do better!

The City must finally begin to effectively use its police powers to respond to our housing crisis. One important step forward would be to significantly increase the percentage of affordable units required to be built in accordance with the City's Inclusionary Housing Ordinance.

It is my understanding that Staff is now recommending that the time frame within which the City will *actually adopt an ordinance* containing substantive revisions to the Inclusionary Housing Ordinance be condensed. Thus, I will expect that such revisions will be completed and adopted by the Council on or before the adoption of 2021 - 2029 Housing Element. This task cannot be treated as a program tucked away in the new Housing Element because our housing crisis is real and desperate – we simply do not have the luxury to keep pushing such a major affordable housing tool into the background.

Among categories of changes that need to be addressed are the following:

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<sup>3</sup>. I have since been informed that the difference is the result of a formula that is based on 30 units to the acre for the Multifamily For-Sale product and 39 units to the acre for the Multifamily rental units. That makes absolutely no sense to me in light of the City's land use and zoning standards. Furthermore, in light of the well known fact that very low income rental units generate less income to cover the mortgage debt and expenses, I cannot figure out how it is possible to have less of a gap for this product, notwithstanding the explanation I received from Ms. Brown and Ms. Mallory.

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1. Significant increases in the amount/percentage of low and very low income housing that must be included in each development project. It should be noted that with the removal of reference to the redevelopment areas of the City, the ordinance before you actually LOWERS the amount of affordable housing because under the ordinance housing developed within the redevelopment project areas were subject to the 15% inclusionary requirements as set forth in state law. Note that while the Redevelopment Agencies have been dissolved, the applicable law requiring the 15% inclusionary requirement is still on the books. Thus, I would assert that this inclusionary requirement is still operable in the City's Redevelopment project areas. Also, note that much of the land identified for development within the City is located within a redevelopment project area, most notably the HERO project area.
2. The term of affordability should be increased to no less than fifty-five years for both rental and For-Sale affordable units.
3. The ability of the developer to choose to pay In Lieu fees rather than construct the housing should continue to be strictly limited.
4. Part 15 of the ordinance before you today should be deleted in its entirety as it conflicts with State Density Bonus Law, as determined by the Court in Latinos Unidos Del Valle de Napa y Solano v. County of Napa (2013) 217 Cal.App.4th 1160.
5. Since the methodology in the current nexus study is grounded in the current inclusionary requirements, the study will have to be redone to comport with the updated inclusionary requirements. This is a major objection I had to conducting the in lieu fee study before necessary revisions to the ordinance are completed. The City's chosen path will necessarily result in extra expense and extra work.

In closing I would just point out that Part 9 of the Ordinance that is before you today provides for preference to Oxnard residents qualified to purchase or rent the affordable units produced in accordance with the inclusionary ordinance. Thus, the City already has a basis to impose the local preference on developers of housing in the City. I hereby specifically request that the City start enforcing this section of the ordinance without

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further delay.

I plan to speak at the hearing by telephone and look forward to answering any questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read 'B Macri-Ortiz', written in a cursive style.

Barbara Macri-Ortiz

Enclosure

cc: Michelle Ascencion, City Clerk  
Alexander Nguyen, City Manager  
Ashley Golden, Assistant City Manager  
Jeffrey Lambert, Community Development Director  
Emilio Ramirez, Housing Director  
Kathleen Mallory, Planning & Sustainability Manager  
Elsa Brown, Affordable Housing Manager

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April 22, 2015

Karl Lawson  
 Fair Housing Officer  
 City of Oxnard Housing Department  
 435 South "D" Street  
 Oxnard, CA 93030

**RE: PUBLIC COMMENT**  
**2015 ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING**

Dear Mr. Lawson:

Thank you for the opportunity to comment on the Ventura County Regional Analysis of Impediments to Fair Housing Choice, prepared by the County of Ventura as the Lead Agency with the assistance and input of the incorporated jurisdictions, including the City of Oxnard. The report paints a very bleak picture for the lower income community throughout the County who must compete for scarce housing opportunities in this high housing cost area of the State and Country. The information contained in this report should serve as an eye opener not just for the citizens of Oxnard but for every jurisdiction in our County. The statistics in this report provide a picture of the changes in our communities that have occurred during the period 2000 - 2014. Taken as a whole, these statistics crystalize the major fair housing issues that we face within Oxnard and Ventura County, even as this report is silent as to the true fair housing implications presented.

Oxnard's demographics, as reported in the Analysis reveal the following: The number of Oxnard households (50,613) has grown by 15.9% over the last 14 years, second only to Moorpark, although Moorpark has less than half as many households as Oxnard (24,776). [Table 12, p. 24]. Oxnard has the largest average household size (3.95) overall in the County; 80.3% of these households are families, with an average family size of 4.20, and 42.8% of these families include minor children [Table 13, p. 25]. Oxnard's Median

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Household Income is \$60,736 while its Median Family Income is a little higher at \$62,345 [Table 20, p. 39]. Of 51,360 Oxnard households as of 2011, 56.0% were lower income households, earning 80% or less than the Area Median Income [Table 21, p. 40<sup>1</sup>]. Oxnard's workforce includes many of the low wage workers who serve the needs of the entire County in its retail, restaurant, manufacturing, landscape, healthcare, education, childcare and tourist industries.<sup>2</sup> Oxnard is also home to 61.7% of the farm workers who toil in Ventura County's rich agricultural fields [Table 19, p. 38].

Oxnard residents are paying a higher percentage of their income for housing than the residents of any other City in Ventura County. Yet, even though over fifty percent of Oxnard's households (50.1%) are overpaying for their housing, including 44.6% of homeowners and 56.9% of renters [Table 35, p. 57], Oxnard households are second only to the City of Santa Paula as being the most overcrowded for both owners and renters in the County, and Oxnard has the highest percentage of renter households in the County that are severely overcrowded [Table 36, p. 59]. Yet, during the same time period (2008-2012), the vacancy rate in Oxnard was 6.6%, which was actually above the 5% rate considered to be indicative of a *healthy* housing market. [Table 29, p. 51].

How can this be? The answer is simple. Rents have continued to skyrocket across the County and particularly in Oxnard. As of January 2015, average rents in Oxnard for studios (\$1,237) and three bedroom apartments (\$2,375) are *the highest of any city in Ventura County* [Table 32, p. 53]. What that means is that in order for an adult child or young couple to move out of the family home, they must earn \$4,123 per month (\$49,480 annual earnings) to be able to afford to rent a studio. How many of our adult children who still live at home are earning that kind of money? Also, for families with two to four

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<sup>1</sup>. It should be noted that the Income Distribution section contains a serious error, as it incorrectly defines *Low-Income* as 31-50% of AMI, when in fact 31-50% AMI is the definition of *Very Low Income*. It also defines *Moderate-Income* as 51-80% of AMI, when in fact 51-80% AMI is the definition of *Low Income*. Finally, under the definition *Middle/Upper-Income* (above 80% of AMI), it includes both *Moderate Income* (81-120% of AMI) and *Above Moderate Income* (121% or more of AMI). See bullets on p. 40 and Table 21. Table 33, p. 54, suffers from the same mistake.

<sup>2</sup>. As shown in Table B-12 on page B-9 in the *City of Oxnard 2013-2021 Housing Element, Public Review Draft March 2015*, the vast majority of residents in Oxnard work in or near the City. The commute time for 70 percent of our residents is less than 30 minutes, while just over 30 percent of residents commute 30 minutes or more to work.

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children who would like to move out of overcrowded or substandard living arrangements, they must earn \$7,917 per month (\$95,004 annual earnings) in order to be able to afford to rent a three bedroom apartment. Is there any doubt why our residents are living in overcrowded or substandard housing? It is no mystery why some families must opt to be sheltered in garages, rather than apartments.

Even as the situation becomes more dire for Oxnard residents, one would think that we should be doing much better in light of the fact that Oxnard's housing stock has increased by 8,471 units between 2000 and 2014, an increase of 18.4%. Oxnard's housing production represents 25.8% of the increase in housing stock *for the entire County*. Only Moorpark's increase of 19.0% is greater than Oxnard's, but by comparison Moorpark only produced 1,741 units during the same time frame. Yet, despite the significant number of units actually produced in Oxnard during the last fourteen years, this new housing stock is simply not available to the majority of Oxnard residents in need of housing. So while we permit more apartments and homes, the vast majority of these new residences are filled with folks from other parts of Ventura County as well as commuters from Santa Barbara and Los Angeles Counties. This does nothing to solve the housing crisis in our own back yard while it exacerbates the congestion on the 101 freeway.

There is an evident disconnect between the residential development that has occurred in Oxnard as compared with the housing needs of our community and the pressing housing problems that we face. Unfortunately, the growth of housing stock in the community has resulted in a mismatch between the available housing offered on the market and those in our community in need of decent, safe and sanitary housing that is affordable. This housing crisis is further exacerbated by the fact that Oxnard is also home to one of the highest concentrations in Ventura County of persons living below the poverty line [p. 43, and Figure 4, p. 44], including farm workers, female headed households, seniors, and the disabled.

The disparity in incomes between residents of east and west Ventura County also seriously impacts housing prices, including rents at tax credit affordable housing complexes where rents are tied to the Area Median Income (AMI). This disparity creates a serious fair housing issue as it has a disparate impact on lower income families and households in Oxnard (as well as Santa Paula and Fillmore) that are predominately minorities.

For example, while Oxnard's median family income in 2012 was \$62,345, it was eclipsed

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by the median family incomes in the cities of Thousand Oaks (\$115,782), Moorpark (\$109,321), Camarillo (\$100,765) and Simi Valley (\$97,722). The incomes of these predominately east county jurisdictions had the effect of raising the area median family income for Ventura County to \$86,579. Median household incomes are generally lower than median family incomes. However, while Ventura County's Area Median Household Income in 2012, was \$76,483, the household median income in Oxnard was \$60,736, a difference of \$15,747 [Table 20, p. 39]. While this might not seem like a lot of money, it can have a significant impact on the maximum rent that may be charged in tax credit properties for units rented to households at 30% to 60% of Ventura County's Area Median Household Income. What this means is that for some of our extremely low income residents (whose incomes are well below 30% of Ventura County's AMI, i.e. below \$26,790 for a family of four in 2015), they are not able to afford to pay the lowest tax credit rent unless the property has additional federal or state rental operating subsidies, such as USDA (farm worker), HUD (disabled or senior) or MHP (family).<sup>3</sup>

Furthermore, after the County crawled out the recent recession, the Ventura County Median Household Income for 2014, rose to \$89,300 for a family of four, an increase of \$12,817, in just two years. Oxnard's work force has not received wage increases anywhere close to that magnitude, and thus, our residents continue to fall behind as the income limits for *Extremely Low Income* (\$27,200), *Very Low Income* (\$45,300) and *Low Income* (\$72,500) households rise, resulting in higher rents in tax credit properties, and making it more difficult to compete for public subsidies for first time home buyer assistance programs.<sup>4</sup>

Public Housing and Section 8 tenants are not directly impacted by the rise in median income since rents are tied to the tenants' actual incomes. However, Section 8 tenants are

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<sup>3</sup>. It is a little known fact that the Area Median Income in Ventura County has consistently been higher than the AMI in both Santa Barbara and Los Angeles Counties. Furthermore, based on the 2015 State of California Income Limits released by HCD on April 15, 2015, the AMI for a family of four in Ventura County is still \$89,300. Yet, that figure puts our County ahead of the Tri Counties and the Southern California counties of Santa Barbara (\$75,400), Los Angeles (\$64,800), Orange (\$87,200), San Diego (\$75,900) and San Luis Obispo (\$77,100).

<sup>4</sup>. The Analysis should also contain a Table listing all the affordable tax credit properties in the County, including the locations, number of units, and identification of the number of units in each property that are dedicated for special needs populations, i.e. farm workers, disabled, and seniors.



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most definitely affected when market rents eclipse Fair Market Rents as fewer landlords are willing to offer their properties to Section 8 recipients. We always experience this reduction in housing choice for Section 8 recipients in times when demand for rental housing far exceeds the supply, such as today and during the aftermath of the recent foreclosure crisis, when thousands of homeowners flooded the rental housing market after losing their homes.

The lack of sufficient decent, safe and sanitary housing that is affordable to lower income families and households in and of itself should be viewed as a serious impediment to Fair Housing because it creates an environment that is ripe for discrimination and has a disparate impact on minority populations and families with children who are least able to compete for scarce housing resources.

We must face this crisis knowing that the movement has already begun to renew the SOAR initiatives and ordinances, which constrain the ability of cities to grow outside of their boundaries. It is also no secret that voter approval of these initiatives is likely. The stated goal or reason for SOAR as expressed in its name is to *Save Our Agricultural Resources*. That is an exemplary goal as Ventura County has probably the richest soil in the world and one of the best climates for the production of the fruits and vegetables we need as a people to survive. However, the cost for SOAR has to be a commitment by each jurisdiction accompanied by actions to ensure much better use of the vacant land and available parcels for redevelopment that remain within our cities' borders. Each city must commit to rezoning actions that will allow for mixed use and high density residential development and redevelopment in our cities. As a community Ventura County residents have to embrace high density residential development as a fact of life in *every* city in the County. Each community must commit not only to eliminate new low and medium density residential development, but also to maximize the use of what vacant land is left in the cities for the housing needs of our entire community, including all those who harvest our crops or otherwise serve the needs of the affluent and our aging populations. The cold hard fact is that if we cannot grow outward into our agricultural lands and open spaces, we must grow upward.

Table 53, p. 106, *Typical Land Use Categories & Permitted Density by Jurisdiction*, demonstrates our current wasteful land use policies as expressed by our zoning ordinances. If we truly want to preserve our agricultural resources (not to mention the need to reduce water consumption), we should no longer allow single family residential developments of less than 14 units to the acre, nor can we allow multifamily residential

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developments of less than 30 units to the acre. Furthermore, high density development is the only solution to allow sufficient development to meet the needs of our children and the workforce who serve every community in this County. Oxnard should not have to be the home for all the workers who service the needs of every affluent community. Every community must be able to house its own workers and in doing so it will help lower housing costs and improve the environment as well.

Inclusionary Housing Programs must not only be continued in those seven cities that have such programs in place, but Simi Valley, Fillmore and Ojai should also implement inclusionary housing programs. All jurisdictions need to improve and strengthen these programs in order to ensure that the market is actually building housing to address the needs of our total community.<sup>5</sup> Based on the demographics of Ventura County it is necessary for each City to commit to Inclusionary Housing Programs that require that at least forty percent (40%) of new construction projects be dedicated to serve the needs of our *Extremely-Low*, *Very-Low* and *Low-Income* communities<sup>6</sup> because the fact is that these residents are needed to do the low wage jobs that are required and will continue to be required in every community in the years ahead.

If our communities fail to seriously commit to rezoning programs that will allow us to make better use of our land and create incentives to produce more affordable housing, we will have a much more serious fair housing issue to deal with because exclusive or

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<sup>5</sup>. It should be noted that the discussion on page 125 regarding Ventura's Interim Inclusionary Housing Policy is somewhat premature. The Supreme Court heard oral arguments on April 8, 2015, in the case of California Building Industry Association v. City of San Jose, the case referenced in that discussion. A decision is expected in July. Whatever happens in this case, the Legislature and the Governor will be hard pressed not to remedy whatever outstanding issues remain with respect to inclusionary housing, including the residual negative impacts of the Palmer/Sixth Street Properties v. City of Los Angeles case since its ripple effect has frustrated communities across our State. One errant Appellate Court decision cannot be allowed to undermine California Housing Element Law or stymie government's ability to protect its people from a housing crisis of tsunami proportions.

<sup>6</sup>. See Table 21, p. 40. Although the columns are incorrectly labeled, the totals for Ventura County reflect that based on their earnings our residents fall within the following categories in the following proportions which total 41.0% of the County's population: 12.3% - Extremely-Low Income (0-30% AMI); 11.7% - Very-Low Income (31-50% AMI); and 17.0% - Low-Income (51-80%).

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wasteful land use policies and programs have a discriminatory impact on minorities in violation of Government Code § 65008 and other Fair Housing laws. However, the impacts of such discrimination reach way beyond the victims of such discriminatory land use policies and programs. At the end of the day, if we price our workforce and our young people out of our communities, then our communities will eventually shrivel up and die from their own dead weight.

Sincerely,

A handwritten signature in black ink, appearing to read 'B. Macri-Ortiz', written in a cursive style.

Barbara Macri-Ortiz

xc: County Executive Office, Ventura County Community Development Division

# Preparation of the 2021-2029 Housing Element and Policy Direction

Kathleen Mallory, Planning & Sustainability Manager  
Chris Williamson, Consulting Planner  
Jeff Pengilley, Interim Community Development Director

City Council  
October 6, 2020



## Background and Purpose

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- Southern California Association of Governments (SCAG) to adopt Final RHNA in January 2021. No change expected.
- Draft Housing Element to be released Feb. 2021.
- Adoption required by October 15, 2021.
- Inform City Council regarding approaches for the 2021-2029 (6th Cycle) Housing Element (HE).
- Review & concur with HEDC direction on HE approaches.
- Provide further direction on one policy question (ADUs).

| Regional Housing Needs Assessment | 6th Cycle<br>2021 to 2029 |                     | 5th Cycle<br>2013 to 2021 |                     | Comparing 6th to<br>5th Cycle RHNA's |                   |
|-----------------------------------|---------------------------|---------------------|---------------------------|---------------------|--------------------------------------|-------------------|
| Income Level                      | Units                     | Percent<br>of Total | Units                     | Percent<br>of Total | Change in<br>Units                   | Percent<br>Change |
| Very Low                          | 1,835                     | 21.5%               | 1,688                     | 23.2%               | +147                                 | +8.7%             |
| Low                               | <u>1,068</u>              | 12.5%               | <u>1,160</u>              | 15.9%               | <u>-92</u>                           | -7.6%             |
| <i>Subtotal Lower Income</i>      | <i>2,903</i>              | <i>34.0%</i>        | <i>2,848</i>              | <i>39.0%</i>        | <i>+55</i>                           | <i>+1.2%</i>      |
| Moderate                          | 1,535                     | 18.0%               | 1,351                     | 18.5%               | +184                                 | +13.6%            |
| Above Moderate                    | <u>4,090</u>              | 48.0%               | <u>3,102</u>              | 42.5%               | <u>+988</u>                          | +31.8%            |
| <b>Total all Income Levels</b>    | <b>8,528</b>              |                     | <b>7,301</b>              |                     | <b>+1,227</b>                        | <b>+16.8%</b>     |

## Income Categories

4

HCD uses five household income categories.  
Based on Ventura County Area Median Income (AMI)\*.

| <u>Category</u> | <u>AMI</u>  | <u>2020</u>    |
|-----------------|-------------|----------------|
| Extremely Low   | < 30%       | under \$33,850 |
| Very Low        | 30% to 50%  | to \$56,450    |
| Low             | 50% to 80%  | to \$90,350    |
| Moderate        | 80% to 120% | to \$117,350   |
| Above Moderate  | > 120%      | over \$117,350 |

HCD focuses on Extremely Low, Very Low, and Low; Referred together as "Lower Income."

Housing Element needs sites for Lower Income RHNA.

*\*In 2020, AMI is \$97,800 for a four-person household.*

1. Does the City Council support utilizing up to 1,000 ADUs and Jr. ADUs during the next 2021-2029 Housing Element to achieve compliance with the 2,903 lower income RHNA?
2. Does the Council Concur with HEDC - City should discontinue AAHOP and, instead, rely on the State's default density of 30 units per acre on selected lower income sites for the 2021-2029 Housing Element?
3. Does the Council concur with HEDC - City should implement local preference strategies where feasible?
4. Does Council concur with HEDC - City should adopt a plan/program to encourage housing in the BRP zone, and targeted commercial centers/ through streamlined approaches?

## HEDC Committee Summary

6

### **Failure to Achieve Consensus/ No Discussion Pertaining to:**

1. Number of Accessory Dwelling Units/Jr. ADUs City should utilize in the next Housing Element to achieve compliance with the 2,903 lower income RHNA.

### **Sept. 8th HEDC consensus on these three housing policy questions;:**

1. End the All Affordable Housing Opportunity Program (AAHOP) and consider using base density for lower income unit of 30 dwelling units per acre;
2. Study local preference in the City inclusionary housing ordinance, where feasible\*; and
3. Allow housing/mixed use in the Business and Research Park zone and targeted commercial centers.

*\*There was no discussion regarding increasing the inclusionary housing in lieu fee percentage. Staff recommends that additional analysis and research be conducted before exploring changes to the in lieu percentage*

**Does the City Council support utilizing up to 1,000 ADUs and Jr. ADUs during the next 2021-2029 Housing Element to achieve compliance with the 2,903 lower income RHNA?**

- Prior Housing Elements did not rely on ADUs to meet lower income requirement; permissible now via HCD.
- City can likely assume up to 1,000 ADUs during the 6th Cycle
  - This represents approximately 35% of the City's lower income housing allocation (2,903 units).
- City forecasting significant ADU increase; City seeing robust increase in ADU/Jr. ADU applications
- Counting ADUs/Jr ADUs as Lower Income units reduces need to identify other lower income sites.

## Policy Question #1: ADU, continued:

8

- Two HEDC members agreed with 1,000 ADU/Jr. ADU target; one Committee member opined that a lower number was more realistic.
- Two members of the public expressed concern with projected ADU/Jr. ADU due to historic ADU construction
- HCD - guidance and recommendation regarding number of ADUs to include in Housing Element

***Does Council support allowing up to 1,000 ADU/Jr. ADU to achieve compliance with the 2,903 lower income RHNA?***

**Does the Council Concur with HEDC - City should discontinue AAHOP and, instead, rely on the State's default density of 30 units per acre on selected lower income sites for the 2021-2029 Housing Element?**

- AAHOP was created prior to the State Density Bonus program
- State Density Bonus can be applied on top of the AHHOP density.
- AB1763 raised State's 35% Base Zoning density bonus to 80% for the same all-affordable project.
- Combination of AAHOP and AB1763 density bonus increases overall density from 18 to 43 dwelling unit/acre.
- HEDC agreed that AAHOP should be discontinued in favor of the State's default density program of 30 units/acre.

## Policy Question #3

10

**Does the Council concur with HEDC - City should implement local preference strategies where feasible?**

- HCD does not allow City to meet RHNA allocation through inclusionary ordinance; ordinance is one tool to preserve units not secure and achieve lower income RHNA compliance.
- HEDC did support requiring local preference where feasible.
- Staff recommends that additional analysis, and study occur on the inclusionary housing percentages prior to Council input/direction.



**Does Council concur with HEDC - City should adopt a plan/program to encourage housing in the BRP zone, and targeted commercial centers/ through streamlined approaches?**

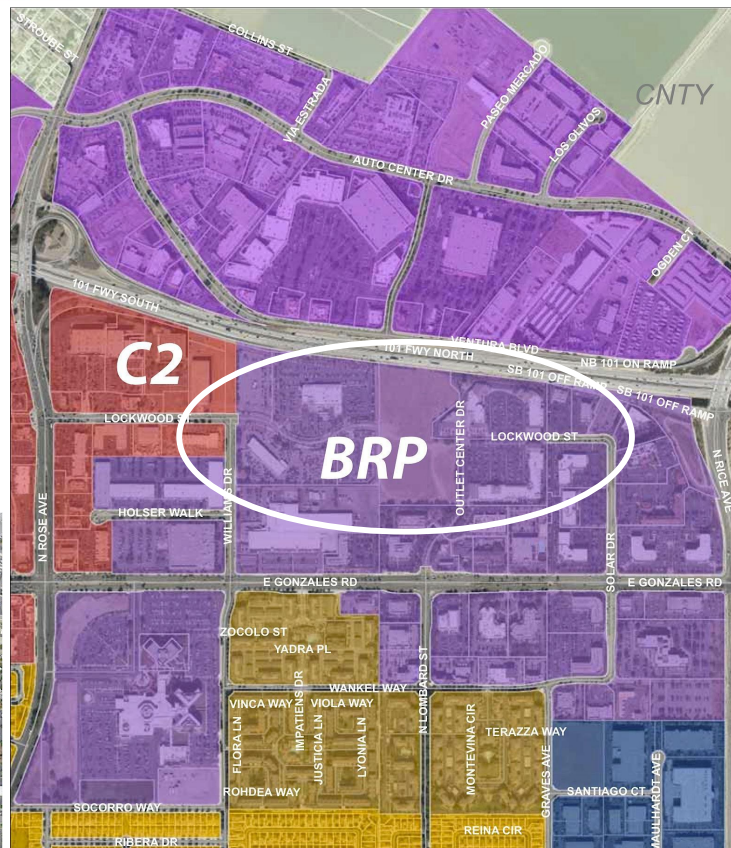
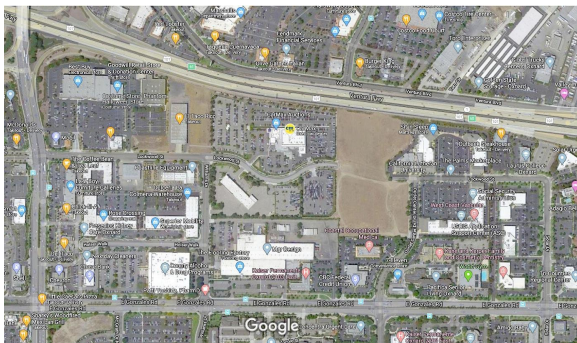
- 'Replan' the Business Research Park (BRP) zoned to allow lower income housing.
- Identify key commercial sites/areas for housing (all incomes).
- Property owner inquiries for multifamily housing and mixed-use in these zones
- Changing retail trends, economics, and transit corridors support potential need for housing/commercial - mixed use.
- HEDC agreed that housing should be considered in BRP and targeted commercial areas.

## Study Areas

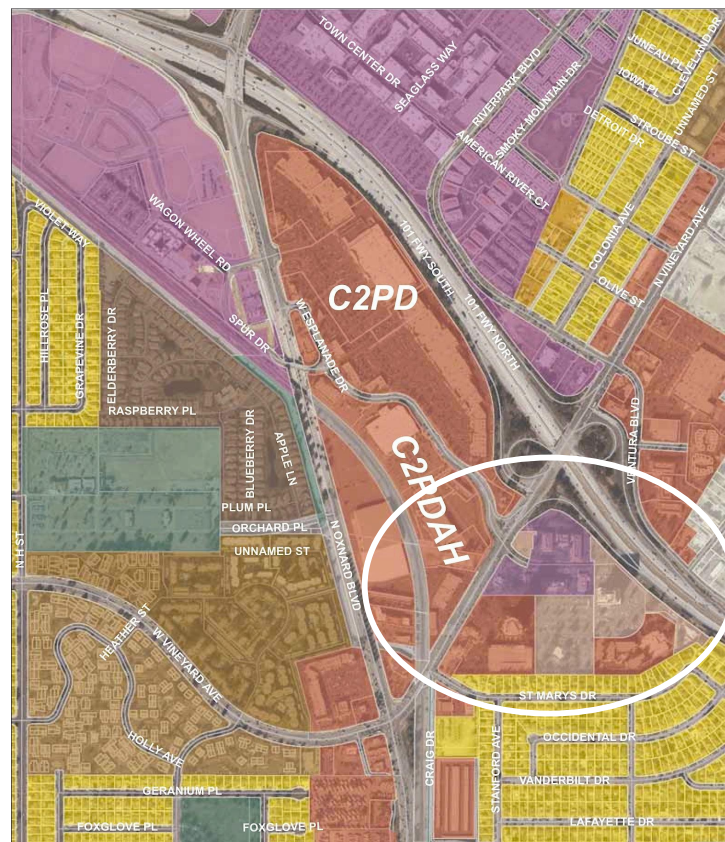
12

### Area 1

Business Research Park  
between Rose Avenue and  
Rice Avenue along  
Lockwood Street



Former Levitz property  
is an AAHOP site.



## 14

1. Receive a report on the preparation of the 2021-2029 Housing Element (6th Cycle Housing Element);
2. Concur with HEDC direction and provide further direction on if the City Council supports utilizing up to 1,000 ADUs and Jr. ADUs during the next 2021-2029 Housing Element to achieve compliance with the 2,903 lower income RHNA.



## Discussion



**CITY COUNCIL AGENDA REPORT**  
**REPORTS**  
**AGENDA ITEM NO. N.2**

**DATE:** October 6, 2020

**TO:** City Council

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

**SUBJECT:** Amendment to City Attorney Employment Agreement. (5/5/5)

**RECOMMENDATION**

That the City Council adopt a resolution approving and authorizing the Mayor to execute the Second Amendment to the employment agreement between the City and Stephen Fischer (Agreement No. A-7880) to extend the term by two years to April 8, 2023, and update references to the resolution establishing executive and unrepresented employee benefits.

**BACKGROUND**

On April 5, 2016, the City Council approved an employment agreement for city attorney services with Stephen M. Fischer with a term from April 9, 2016, through April 8, 2019. On September 26, 2017, the City Council approved an amended and restated employment agreement with Mr. Fischer with a term from September 26, 2017, through April 8, 2020. On April 16, 2019, the City Council approved a first amendment to extend the amended and restated employment agreement with Mr. Fischer by one year through April 8, 2021. The City Council recently completed the City Attorney's 2020 performance evaluation.

**DISCUSSION**

Mr. Fischer has proposed modifications to his contract to extend the term by two years to April 8, 2023, and to update references to the resolution establishing executive and unrepresented employee benefits. As proposed, all other terms of the original employment agreement would remain in effect.

**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 change in compensation, and there is no change in cost. The salary and benefits as defined in the agreement are contained within the department's budget.

**COMMITTEE OUTCOME**

This item did not originate in Committee.

*Prepared by: Steve Naveau, Human Resources Director*

**ATTACHMENTS**

1. 2020 Resolution to Amend City Attorney Employment Agreement
2. Exhibit A to 2020 Resolution: Second Amendment to City Attorney's Employment Agreement
3. 2019 First Amendment to City Attorney Employment Agreement
4. 2017 Amended and Restated City Attorney Employment Agreement

## CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING THE  
 AMENDED AND RESTATED EMPLOYMENT AGREEMENT BETWEEN CITY OF  
 OXNARD AND STEPHEN M. FISCHER (AGREEMENT NO. A-7880)

WHEREAS, the Oxnard City Code provides for the retention of a City Attorney by the City Council and establishes certain powers, duties, and guidelines with respect to the position of City Attorney; and

WHEREAS, Mr. Fischer has served as City Attorney since April 5, 2016; and

WHEREAS, following the City Council's evaluation of Mr. Fischer's performance pursuant to Section 10 of the Amended and Restated Employment Agreement, the City Council and Mr. Fischer desire to extend the term of the current employment agreement and modify certain provisions of said Agreement.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to extend the term of Agreement No. A-7880 to April 8, 2023, and to update references to the resolution establishing Executive Employee benefits as set forth in the Second Amendment attached hereto as Exhibit A, and hereby authorizes the Mayor to execute said Second Amendment.

PASSED AND ADOPTED this 6<sup>th</sup> day of October, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
 Tim Flynn, Mayor

ATTEST:

\_\_\_\_\_  
 Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
 Jennie Kelly, Assistant City Attorney

**EXHIBIT A**

Agreement No. A-7880

**SECOND AMENDMENT TO AMENDED AND RESTATED EMPLOYMENT AGREEMENT BETWEEN CITY OF OXNARD AND STEPHEN M. FISCHER**

This Second Amendment (“Second Amendment”) to the Amended and Restated Employment Agreement between City of Oxnard and Stephen M. Fischer (“Agreement”) is made and entered into in the County of Ventura, State of California, this 6<sup>th</sup> day of October, 2020, by and between the City of Oxnard, a municipal corporation (“City”), and Stephen M. Fischer (“Fischer”). This Second Amendment amends the Agreement entered into on September 26, 2017, by City and Fischer. The Agreement was previously amended on April 16, 2019 by a First Amendment.

WHEREAS, the City Council appointed Fischer as City Attorney on April 5, 2016, and entered into an Employment Agreement with Fischer effective April 9, 2016 (“First Employment Agreement”), which First Employment Agreement was replaced in its entirety by the Agreement; and

WHEREAS, following the City Council’s evaluation of Fischer’s performance pursuant to Section 10 of the Agreement, the City Council and Fischer desire to extend the term of the Agreement and modify certain provisions of the Agreement.

NOW, THEREFORE, City and Fischer agree as follows:

1. In Section 1 of the Agreement, the date “April 08, 2021” is deleted and replaced with “April 08, 2023”.
2. Subsection A of Section 5 of the Agreement is amended to read as follows: “City agrees to compensate Fischer for his services at a base salary of \$215,250 per year effective July 1, 2017, subject to base salary increases for Executive Employees established by City Council resolution.”
3. Subsection A of Section 7 of the Agreement is amended to read as follows: “Fischer shall accrue annual leave based on the annual leave schedule for Executive Employees established by City Council resolution.”
4. Subsection C of Section 7 of the Agreement is amended to read as follows: “City agrees that Fischer may redeem and convert annual leave or reserve leave during each year of the term of this Agreement subject to the conditions for use of annual leave by Executive Employees established by City Council resolution.”
5. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]



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

**CITY OF OXNARD**

**STEPHEN M. FISCHER**

☒ Tim Flynn, Mayor<sup>1</sup>

\_\_\_\_\_ Date

\_\_\_\_\_ Stephen M. Fischer

\_\_\_\_\_ Date

ATTEST:

\_\_\_\_\_  
Michelle Ascencion, City  
Clerk (only if Mayor signs)

\_\_\_\_\_ Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Jennie Kelly, Assistant City  
Attorney

\_\_\_\_\_ Date

\_\_\_\_\_  
  
<sup>1</sup> The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to \$100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to \$25,000 annually.



Agreement No. A-7880

**Exhibit A****FIRST AMENDMENT TO AMENDED AND RESTATED EMPLOYMENT AGREEMENT BETWEEN CITY OF OXNARD AND STEPHEN M. FISCHER**

This First Amendment ("First Amendment") to the Amended and Restated Employment Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 16<sup>th</sup> day of April, 2019, by and between the City of Oxnard, a municipal corporation ("City"), and Stephen M. Fischer ("Fischer"). This First Amendment amends the Agreement entered into on September 26, 2017, by City and Fischer.

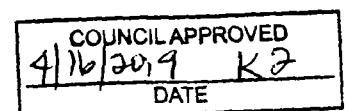
WHEREAS, the City Council appointed Fischer as City Attorney on April 5, 2016, and entered into an Employment Agreement with Fischer effective April 9, 2016 ("First Employment Agreement"), which First Employment Agreement was replaced in its entirety by the Agreement; and

WHEREAS, following the City Council's evaluation of Fischer's performance pursuant to Section 10 of the Agreement, the City Council and Fischer desire to extend the term of the Agreement.

NOW, THEREFORE, City and Fischer agree as follows:

1. In Section 1 of the Agreement, the date "April 08, 2020" is deleted and replaced with "April 08, 2021".
2. As so amended, the Agreement remains in full force and effect.

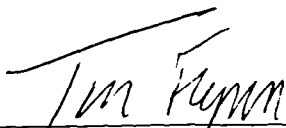
[Signatures on next page]



Agreement No. A-7880

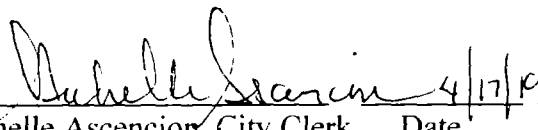
IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

**CITY OF OXNARD****STEPHEN M. FISCHER**

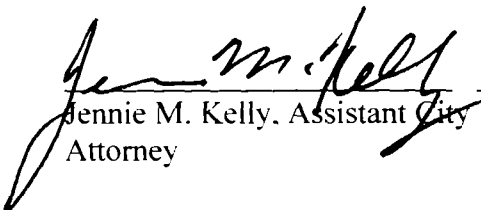
  
☒ Tim Flynn, Mayor<sup>1</sup>      4/16/19  
Date

  
Stephen M. Fischer      4/17/19  
Date

ATTEST:

  
Michelle Ascencion, City Clerk      4/17/19  
Date

APPROVED AS TO FORM:

  
Jennie M. Kelly, Assistant City Attorney      4-15-19  
Date

<sup>1</sup> The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to \$100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to \$25,000 annually.

Agreement No. A-7880

**AMENDED AND RESTATED EMPLOYMENT AGREEMENT BETWEEN  
CITY OF OXNARD AND STEPHEN M. FISCHER**

This Amended and Restated Employment Agreement ("Agreement") is made and entered into in Ventura County, California by and between the City of Oxnard, California ("City") and Stephen M. Fischer ("Fischer").

WHEREAS, the Oxnard City Code provides for the retention of a City Attorney by the City Council and establishes certain powers, duties and guidelines with respect to the position of City Attorney; and

WHEREAS, Fischer has served as Assistant City Attorney since February 17, 2009; and

WHEREAS, Fischer has served as Interim City Attorney since July 12, 2013; and

WHEREAS, the City Council appointed Fischer as City Attorney on April 5, 2016, and entered into an Employment Agreement with Fischer effective April 9, 2016 ("First Employment Agreement"); and

WHEREAS, following the City Council's evaluation of Fischer's performance pursuant to Section 10 of the First Employment Agreement, the City Council and Fischer desire to enter into this Amended and Restated Employment Agreement to establish the terms of Fischer's continued employment relationship with City and to replace in its entirety the First Employment Agreement.

NOW, THEREFORE, City and Fischer agree as follows:

1. Term. The term of this Agreement shall begin effective September 26, 2017, and shall expire on April 08, 2020.
2. Scope of Services. The City Council appoints Fischer to serve as City Attorney. Fischer agrees to provide City with the legal services, advice, assistance, and management skills as may be required of the City Attorney by City Council, and to perform the functions and duties specified for the City Attorney in the Oxnard City Code.
3. Exclusive Employment by City. The employment provided for by this Agreement shall be Fischer's sole employment. Recognizing that certain outside teaching opportunities provide indirect benefits to City and the community, Fischer may elect, with the prior written approval of the City Council, to accept limited teaching opportunities with the understanding that such arrangements may not constitute interference with or a conflict of interest with his responsibilities under this Agreement.
4. Compliance with Laws. Fischer shall perform these services in accordance with all laws, ordinances and regulations applicable to these services.
5. Compensation.



- A. City agrees to compensate Fischer for his services at a base salary of \$215,250 per year effective July 1, 2017, subject to the base salary increases for Unrepresented Executive Employees set forth in Section III.A.ii-v. of Resolution No 15,039.
- B. City agrees to pay Fischer his base salary in twenty-six bi-weekly installments.

6. Vehicle Allowance. City agrees to pay to Fischer, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of four thousand two hundred dollars (\$4,200) per year, payable in equal installments each pay period, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. Fischer shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. City shall reimburse Fischer at the IRS standard mileage rate for any business use of the vehicle beyond the greater Oxnard area. For purposes of this Section, use of the vehicle within the greater Oxnard area is defined as travel to locations within a 75-mile radius of the Oxnard City Hall.

7. Annual and Administrative Leave.

- A. Fischer shall accrue annual leave based on the schedule for Unrepresented Executive Employees set forth in Section VII.A.i. of Resolution No 15,039.
- B. Fischer shall at the start of each fiscal year be credited with eighty (80) hours of administrative leave.
- C. City agrees that Fischer may redeem and convert annual leave or reserve leave during each year of the term of this Agreement subject to the conditions for use of annual leave by Unrepresented Executive Employees set forth in Resolution No 15,039.

8. Retirement.

- A. During the term of this Agreement, City agrees that Fischer shall continue to be enrolled in the California Public Employees (PERS) Retirement System 2% at 55 Plan. Fischer shall pay five percent (5%) of PERSable wages toward the PERS employee contribution rate with the City paying the remaining two percent (2%) for a total of seven percent (7%). Effective the first full pay period following July 1, 2019, Fischer shall commence paying the full seven percent (7%) of PERSable wages toward the PERS employee contribution rate. The City shall continue to pay 100% of "Employer's share" of PERS contributions on behalf of Fischer.
- B. Fischer shall also continue to participate in the Public Agency Retirement

System ("PARS") Supplemental Retirement Plan. Fischer shall contribute 5% of base salary and City shall contribute the remaining 3%.

- C. City shall permit Fischer to participate in any City-sponsored deferred compensation program and 401(a) Plan, and City shall match Fischer's contribution to such deferred compensation program and 401(a) Plan up to three percent (3%) of Fischer's base salary.

- 9. Management Benefits. Fischer shall be entitled to the benefits and rights afforded Unrepresented Executive Employees of City, including but not limited to holiday leave pay, bereavement leave, annual leave redemption upon separation from service, cafeteria plan, life, dental, and long-term disability insurance benefits, workers' compensation, any other insurance benefits, and participation in the City-sponsored management and confidential employee wellness program.

10. Regular Evaluations and Incentive Compensation. City agrees to conduct an evaluation of Fischer's performance on a regular basis. The evaluation shall be in accordance with criteria developed jointly by City Council and Fischer. City Council shall provide Fischer, upon request, with a summary written statement of the evaluation of the City Council and provide an adequate opportunity for Fischer to discuss his evaluation with City Council. City Council shall, in its sole discretion, grant one-time or ongoing increases to Fischer's base compensation at the time of such evaluation, provided that such compensation shall be approved by City Council by resolution in open session.

11. Other Terms and Conditions of Employment. The City Council, only upon agreement with Fischer, shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of Fischer, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Oxnard City Code, or any other law.

- 12. Reimbursement of Professional Expenses.

- A. City agrees to budget and to pay for the professional dues and subscriptions of Fischer necessary for his participation in national, state and local bar associations and other professional organizations related to performance of Fischer's duties as City Attorney.
- B. City agrees to budget for and to pay reasonable expenses of Fischer to attend professional meetings to pursue necessary functions related to his work for the City, including but not limited to the League of California Cities and such other national, state and local government-related associations and organizations.
- C. City also agrees to budget for and to pay reasonable expenses of Fischer for courses, institutes and seminars related to the performance of his duties as City Attorney.

13. Indemnity. The City shall provide Fischer the defenses and indemnities as provided by Government Code Section 825 and any related provision of the California Government Code related to indemnification of public employees for those claims or actions arising out of an act or omission occurring within the scope of his employment as the City Attorney. This covenant shall survive the termination of this Agreement.

14. Leave of Absence with Pay. City may order Fischer on a leave of absence, not to exceed 90 working days, with full pay and benefits at any time during the term of this Agreement by action of a majority of the City Council.

15. Termination by City.

- A. The City Council may terminate this Agreement at any time for any reason or no reason by providing written notice to Fischer of the City Council's decision. Such termination shall be effective as of the date stated in the written notice.
- B. In the event of termination under this paragraph by the City Council, and except as provided in subsection D. below, City agrees to continue to pay Fischer his base salary and to provide Fischer his Unrepresented Executive Employee benefits, specified in paragraphs 7, 8, and 9 herein for a period of one hundred and fifty (150) days from the date of the notice of termination or until Fischer is employed in another position, whichever event occurs first (salary continuation period). During this one hundred and fifty (150) day period, at City Council's sole discretion, Fischer shall continue to perform the functions and duties of the position of City Attorney or Fischer may be placed on leave of absence from his position. During such leave of absence, Fischer shall not engage in outside employment. The salary continuation period specified above shall increase to one hundred and eighty (180) days on April 09, 2018.
- C.
  - (1) In the event that Fischer secures and is compensated for other employment with a greater base salary within the salary continuation period set forth in subparagraph B, City's obligation for any payments to Fischer shall cease as of the date Fischer begins such other employment.
  - (2) If, however, Fischer secures and is compensated for other employment with a lower base salary within the salary continuation period set forth in subparagraph B, City agrees that as of the date Fischer begins such other employment, City shall be obligated to pay to Fischer the difference between Fischer's base salary at that time as established by this Agreement and the base salary paid to Fischer from the other employment during

any period remaining of the salary continuation period specified in subparagraph B.

- (3) The payments pursuant to this section shall not exceed the amounts determined pursuant to Article 3.5 (commencing with Section 53260) of Chapter 2 of Part 1 of Division 2 of Title 5 of the California Government Code. Pursuant to California Government Code Section 53243.2, any lump severance payment paid to Fischer under this section shall be fully reimbursed by Fischer to the City if Fischer is convicted of a crime involving an abuse of his office or position, including as set forth in California Government Code Section 53243.4.

D. In the event City terminates this Agreement because of an illegal act or an act involving moral turpitude or misconduct by Fischer, City shall have no obligation to pay the amount set forth in subparagraph B above.

16. Termination by Fischer. In consideration of the provisions of paragraph 15 of this Agreement, Fischer agrees to provide City with ninety (90) days advance written notice of his voluntary resignation unless such notice is waived by the City.

17. Ownership of Materials. Upon termination of this Agreement, Fischer agrees to deliver to City all materials and documents belonging to City.

18. Notices. Any notices to City may be delivered personally or by mail addressed to City Manager, City of Oxnard, 300 West Third Street, Oxnard, California 93030. Any notice to Fischer may be delivered personally or by mail addressed to Stephen Fischer, 305 West Third Street, Suite 100E, Oxnard, California 93030.

19. Amendment. This Agreement may be amended only in writing signed by both City and Fischer.

20. General Provisions.

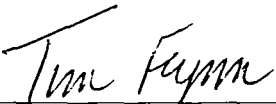
A. Integration. City and Fischer agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written. The parties by mutual written agreement may amend any provisions of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B. Binding Effect. This Agreement shall be binding on the City and Fischer as well as their heirs, assigns, executors, personal representatives and successors in interest.

Agreement No. A-7880

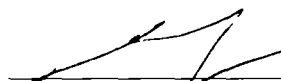
- C. Effective Date. This Agreement shall become effective on September 17, 2017.
- D. Severability. The invalidity or partial invalidity of a portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.
- E. Ownership of Materials. All of Fischer's writings, reports and other documentation generated as the result of this Agreement are and shall be the property of the City.
- F. Non-Assignment. This Agreement is for professional and unique services of Fischer, which are personal to the City. This Agreement is not transferable or assignable by Fischer.
- G. Governing Law. This Agreement and the rights and obligations of the parties shall be governed and interpreted in accordance with the laws of the State of California.

CITY OF OXNARD



Tim Flynn, Mayor

STEPHEN M. FISCHER

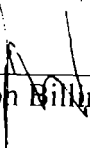
  
Stephen M. Fischer

ATTEST:



Michelle Ascencion, City Clerk

APPROVED AS TO FORM:



Jefferson Billingsley, Assistant City Attorney





**CITY COUNCIL AGENDA REPORT**  
**REPORTS**  
**AGENDA ITEM NO. N.3**

**DATE:** October 6, 2020

**TO:** City Council

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

**SUBJECT:** Amendment to City Manager Employment Agreement. (5/5/5)

**RECOMMENDATION**

That the City Council adopt a resolution approving and authorizing the Mayor to execute the First Amendment to the employment agreement between the City and Alexander Nguyen (Agreement No. A-8087) to extend the term by three years to July 8, 2024, update references to the resolution establishing executive and unrepresented employee benefits, specify that annual leave shall accrue according to the schedule for Executive Employees, delete the relocation expense provision, and change the severance payment for termination without cause from six months salary to nine months salary.

**BACKGROUND**

On June 19, 2018, the City Council approved an employment agreement for city manager services with Alexander Nguyen with a term from July 9, 2018, through July 8, 2021. The City Council recently completed the City Manager's 2020 performance evaluation.

**DISCUSSION**

Mr. Nguyen has proposed modifications to his contract to extend the term by three years to July 8, 2024, to update references to the resolution establishing executive and unrepresented employee benefits, to specify that annual leave shall accrue according to the schedule for Executive Employees, to delete the now obsolete relocation expense provision, and to change the severance payment for termination without cause from six months salary or until otherwise employed to nine months salary paid as a lump sum. Please note this severance could be less than nine months salary because State law limits this severance to an "amount equal to the monthly salary of the employee multiplied by the number of months left on the unexpired term of the contract." As proposed, all other terms of the original employment agreement would remain in effect.

**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 change in compensation, and there is no change in cost. The salary and benefits as defined in the agreement are contained within the department's budget.

**COMMITTEE OUTCOME**

This item did not originate in Committee.

*Prepared by: Steve Naveau, Human Resources Director*

**ATTACHMENTS**

1. 2020 Resolution to Amend City Manager Employment Agreement
2. Exhibit A to 2020 Resolution: First Amendment to City Manager's Employment Agreement
3. 2018 City Manager Employment Agreement

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING THE  
EMPLOYMENT AGREEMENT BETWEEN CITY OF OXNARD AND ALEXANDER T.  
NGUYEN (AGREEMENT NO. A-8087)

WHEREAS, the Oxnard City Code provides for the retention of a City Manager by the City Council and establishes certain powers, duties, and guidelines with respect to the position of City Manager; and

WHEREAS, Mr. Nguyen has served as City Manager since July 9, 2018; and

WHEREAS, following the City Council's evaluation of Mr. Nguyen's performance pursuant to Section 10 of the Agreement No. A-8087, the City Council and Mr. Nguyen desire to extend the term of the current employment agreement and modify certain provisions of said Agreement.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to extend the term of Agreement No. A-8087 to July 8, 2024, and to modify said Agreement as set forth in the First Amendment attached hereto as Exhibit A, and hereby authorizes the Mayor to execute said First Amendment.

PASSED AND ADOPTED this 6<sup>th</sup> day of October, 2020, by the following vote:

YES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Tim Flynn, Mayor

ATTEST:

\_\_\_\_\_  
Michelle Ascension, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen M. Fischer, City Attorney

**EXHIBIT A**

Agreement No. A-8087

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN CITY OF OXNARD AND ALEXANDER T. NGUYEN**

This First Amendment (“First Amendment”) to the Employment Agreement between City of Oxnard and Alexander T. Nguyen (“Agreement”) is made and entered into in the County of Ventura, State of California, this 6<sup>th</sup> day of October, 2020, by and between the City of Oxnard, a municipal corporation (“City”), and Alexander T. Nguyen (“Nguyen”). This First Amendment amends the Agreement entered into on June 19, 2018, by City and Nguyen, which Agreement became effective on July 9, 2018.

WHEREAS, following the City Council’s evaluation of Nguyen’s performance pursuant to Section 10 of the Agreement, the City Council and Nguyen desire to extend the term of the Agreement and modify certain provisions of the Agreement.

NOW, THEREFORE, City and Nguyen agree as follows:

1. In Section 1 of the Agreement, the date “July 8, 2021” is deleted and replaced with “July 8, 2024”.
2. Subsection C of Section 5 of the Agreement is deleted.
3. The first sentence of Section 6 of the Agreement is amended to read as follows: “City agrees to pay to Nguyen, during the term of this Agreement and in addition to other salary and benefits herein provided, a biweekly automobile allowance in the amount of \$184.62 (\$4,800 per year) to be used to purchase, lease, or own, operate and maintain a vehicle.”
4. Subsection A of Section 7 of the Agreement is amended to read as follows: “Nguyen shall accrue annual leave based on the annual leave schedule for Executive Employees established by City Council resolution.”
5. Subsection C of Section 7 of the Agreement is amended to read as follows: “City agrees that Nguyen may redeem and convert annual leave during each year of the term of this Agreement subject to the conditions for use of annual leave by Executive Employees established by City Council resolution.”
6. Subsection B of Section 15 of the Agreement is amended to read as follows: “Nguyen shall be entitled to a cash payment of compensation equal to nine (9) month’s annual salary (“Severance Pay”), if Nguyen is terminated without cause. Notwithstanding the above, if Nguyen is terminated, the maximum Severance Pay that Nguyen may receive shall be an amount equal to Nguyen’s monthly salary multiplied by the number of months left on the unexpired term of this Agreement, in accordance with Article 3.5 (commencing with Section 53260) of Chapter 2 of Part 1 of Division 2 of Title 5 of the California Government Code. Pursuant to California Government Code Section 53243.2, any lump severance payment paid to Nguyen under this paragraph shall be fully reimbursed by Nguyen to the City if Nguyen is convicted of a crime involving an abuse of his office or position, including as set forth in California Government Code Section 53243.4.”

7. Subsection C of Section 15 of the Agreement is deleted and Subsection D of Section 15 is redesignated Subsection C.

8. Section 18 of the Agreement is amended to read as follows: “In recognition of the need for the City Manager to be responsive to the Oxnard community and to be immediately available in case of emergencies, Nguyen agrees to maintain residence within the corporate boundaries of the City of Oxnard.”

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

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

**CITY OF OXNARD**

**ALEXANDER T. NGUYEN**

☒ Tim Flynn, Mayor<sup>1</sup>

\_\_\_\_\_  
Date

\_\_\_\_\_  
Alexander T. Nguyen

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Michelle Ascencion, City  
Clerk (only if Mayor signs)

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen M. Fischer City  
Attorney

\_\_\_\_\_  
Date

<sup>1</sup> The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to \$100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to \$25,000 annually.

**EMPLOYMENT AGREEMENT BETWEEN CITY OF OXNARD AND  
ALEXANDER T. NGUYEN**

This Employment Agreement ("Agreement") is made and entered into in Ventura County, California by and between the City of Oxnard, California ("City") and Alexander T. Nguyen ("Nguyen") an individual who has education, training and experience in local government management.

WHEREAS, the Oxnard City Code provides for the appointment of a City Manager by the City Council, and establishes certain powers, duties, and guidelines with respect to the position of City Manager; and

WHEREAS, the City Council desires to employ Nguyen to serve as City Manager for the City; and

WHEREAS, the City Council desires to provide Nguyen with certain specified benefits and to establish certain terms and conditions of employment; and

WHEREAS, Nguyen represents that he possesses the qualifications, skills and experience to satisfactorily perform the duties of City Manager for the City.

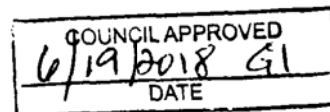
NOW, THEREFORE, City and Nguyen agree as follows:

1. Term. The term of this Agreement shall be for an initial period of three (3) years from July 9, 2018 to July 8, 2021. This Agreement shall automatically be renewed on its anniversary date for two (2) one (1) year terms unless notice that the Agreement shall terminate is given at least three (3) months before the expiration date. If the Agreement is not renewed, all compensation, benefits and requirements of the Agreement shall remain in effect until the expiration of the term of the Agreement unless Nguyen voluntarily resigns.

2. Duties and Authority. City agrees to employ Nguyen as City Manager to perform the functions and duties specified in the Oxnard City Code and the California Government Code, and to perform other legally permissible and proper duties and functions (the "Services").

3. Exclusive Employment by City. The employment provided for by this Agreement shall be Nguyen's sole employment. Recognizing that certain outside teaching opportunities provide indirect benefits to City and the community, Nguyen may elect, with the prior written approval of the City Council, to accept limited teaching opportunities with the understanding that such arrangements may not constitute interference with or a conflict of interest with his responsibilities under this Agreement.

4. Compliance with Laws. Nguyen shall perform the Services in accordance with all laws, ordinances and regulations applicable to the Services.



5. Compensation.

- A. City agrees to compensate Nguyen for the Services at a base annual salary of Two Hundred Eighty-Five Thousand Dollars (\$285,000).
- B. City agrees to pay Nguyen his base salary in twenty-six bi-weekly installments.
- C. City agrees to pay Nguyen a one-time payment of Five Thousand Dollars (\$5,000) as an incentive to work and live in the City of Oxnard, and Two Thousand Dollars (\$2,000) for apartment rental in Oxnard for up to 4 months to compensate for the anticipated time it will take for Nguyen to sell his current residence and purchase one in Oxnard.

6. Automobile Allowance. City agrees to pay to Nguyen, during the term of this Agreement and in addition to other salary and benefits herein provided, a biweekly automobile allowance in the amount of \$184.62 (\$4,800 per year) as provided in Section III.M of Oxnard City Council Resolution No. 15,039, as such Resolution may be amended ("Resolution No. 15,039") to be used to purchase, lease, or own, operate and maintain a vehicle. Nguyen shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. City shall reimburse Nguyen at the IRS standard mileage rate for any business use of the vehicle beyond the greater Oxnard area. For purposes of this paragraph, use of the vehicle within the greater Oxnard area is defined as travel to locations within a 75-mile radius of Oxnard City Hall.

7. Annual and Administrative Leave.

- A. Nguyen shall accrue annual leave based on the schedule for unrepresented Executive Employees set for in Section VII.A.i. of Resolution No. 15,039 which is 186.16 hours per year of which 60 hours will be made immediately available for use upon assumption of office.
- B. On the effective date of this Agreement and at the start of each fiscal year, Nguyen shall be credited with eighty (80) hours of administrative leave.
- C. City agrees that Nguyen may redeem and convert annual leave during each year of the term of this Agreement subject to the conditions for use of annual leave by Unrepresented Executive Employees set forth in Resolution No. 15,039.

8. Retirement.

- A. During the term of this Agreement, City agrees that Nguyen shall be enrolled as a "Classic Employee" in the California Public Employees Retirement System (PERS) 2% at 55 Plan. Nguyen shall pay the total 7%

"Employee's share," and City shall pay 100% of "Employer's share" of PERS contributions on behalf of Nguyen.

- B. City shall permit Nguyen to participate in any City-sponsored deferred compensation program and 401(a) Plan, and City shall match Nguyen's contribution to such deferred compensation program and 401(a) Plan up to three percent (3%) of Nguyen's base salary.

9. Management Benefits. Except as otherwise provided in this Agreement, Nguyen shall be entitled to the benefits and rights afforded Unrepresented Executive Employees of City, including but not limited to holiday leave pay, bereavement leave, annual leave redemption upon separation from service, cafeteria plan, life, dental, and long-term disability insurance benefits, workers' compensation, any other insurance benefits, and participation in the City-sponsored management and confidential employee wellness program.

10. Regular Evaluations and Incentive Compensation. City agrees to conduct a mandatory annual performance evaluation beginning in July of 2019, utilizing the evaluation tool attached hereto as Exhibit "A", which shall be subject to modification upon mutual agreement of the parties. Said evaluation shall be private and confidential, and the results shall be summarized and discussed in closed session, to the extent permitted by law, or through some other mutually acceptable closed format. Both parties agree the primary purpose of the evaluation is to facilitate open and honest discussion, define goals and expectations, identify strengths and areas of improvement, and to provide Nguyen the opportunity to take affirmative action to address weaknesses and areas needing improvement. Additional interim evaluations may be initiated by either party to maintain open communications regarding Nguyen's performance. The City Council may grant only one merit increase per fiscal year, capped at 2%, provided that such compensation shall be approved by City Council by resolution in open session. Should the Council fail to timely organize or otherwise hold the annual performance evaluation, for any reason at all, Nguyen will automatically be granted a 2% increase for that year.

The evaluation tool shall comprise specific criteria developed jointly by the City Council and Nguyen. Such criteria may be added or deleted as the City Council may from time to time determine needed changes, in consultation with Nguyen, provided, however, that such criteria shall be established within the limits of the resources made available to Nguyen for accomplishment of the identified goals and objectives. City agrees that it will act in good faith to assure that Nguyen has available those resources reasonably necessary to achieve compliance of identified goals and objectives within the anticipated timeframes. In giving effect to the provisions of this paragraph, the City Council and Nguyen mutually agree to act in good faith and abide by all provisions of applicable law.

11. Other Terms and Conditions of Employment. The City Council, only upon agreement with Nguyen, shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of Nguyen, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Oxnard City Code, or any other law.

12. Reimbursement of Professional Expenses.



- A. In its discretion, City shall budget for and pay travel and subsistence expenses of Nguyen for professional and official travel, meetings, courses, institutes and seminars to continue his professional development and to adequately pursue necessary official and other functions on behalf of the City, including but not limited to, the annual conference of the League of California Cities, the California City Management Foundation ("CCMF"), and such other regional, state, and local governmental groups and committees.
- B. City acknowledges the value of having Nguyen, at City's discretion, participate and be directly involved in local or regional clubs, associations and organizations necessary and desirable for Nguyen's continued professional participation, growth and advancement, and for the good of the City. Accordingly, City may, at its discretion, pay for the reasonable membership fees and/or dues to enable Nguyen to become an active member in local civic clubs or organizations, provided however that City shall pay Nguyen's professional dues and subscriptions to the CCMF.

13. Indemnity. The City shall provide Nguyen the defenses and indemnities as provided by Government Code Section 825 and any related provision of the California Government Code related to indemnification of public employees for those claims or actions arising out of an act or omission occurring within the scope of his employment as the City Attorney. This covenant shall survive the termination of this Agreement.

14. Leave of Absence with Pay. City may order Nguyen on a leave of absence, not to exceed 90 working days, with full pay and benefits at any time during the term of this Agreement by action of a majority of the City Council.

15. Termination by City.

- A. The City Council may terminate this Agreement at any time for any reason or no reason by providing written notice to Nguyen of the City Council's decision, provided that City Council shall take no action to terminate Nguyen's services within ninety (90) days after the seating of a new member(s) following any change in membership of the City Council. Such termination shall be effective as of the date stated in the written notice.
- B. Nguyen shall be entitled to a cash payment of compensation equal to one year's annual salary ("Severance Pay"), if Nguyen is terminated without cause within one year of the execution of this Agreement. If Nguyen is terminated without cause within the second year following the execution of this Agreement, he shall be entitled to Severance Pay of nine (9) month's annual salary. If Nguyen is terminated without cause following two years from the execution of this Agreement, City

agrees to continue to pay Nguyen his base salary and to provide Nguyen his Unrepresented Executive Employee benefits, specified in paragraphs 7, 8, and 9 herein for a period of one hundred and eighty (180) days from the date of the notice of termination or until Nguyen is employed in another position, whichever event occurs first (salary continuation period). During this one hundred and eighty (180) day period, at City Council's sole discretion, Nguyen shall continue to perform the Services or Nguyen may be placed on leave of absence from his position. During such leave of absence, Nguyen shall not engage in outside employment.

- C.
- (1) In the event that Nguyen secures and is compensated for other employment with a greater base salary within the salary continuation period set forth in subparagraph B, City's obligation for any payments to Nguyen shall cease as of the date Nguyen begins such other employment.
  - (2) If, however, Nguyen secures and is compensated for other employment with a lower base salary within the salary continuation period set forth in subparagraph B, City agrees that as of the date Nguyen begins such other employment, City shall be obligated to pay to Nguyen the difference between Nguyen's base salary at that time as established by this Agreement and the base salary paid to Nguyen from the other employment during any period remaining of the salary continuation period specified in subparagraph B.
  - (3) Notwithstanding the above, if Nguyen is terminated, the maximum Severance Pay that Nguyen may receive shall be an amount equal to Nguyen's monthly salary multiplied by the number of months left on the unexpired term of this Agreement, in accordance with Article 3.5 (commencing with Section 53260) of Chapter 2 of Part 1 of Division 2 of Title 5 of the California Government Code. Pursuant to California Government Code Section 53243.2, any lump severance payment paid to Nguyen under this paragraph shall be fully reimbursed by Nguyen to the City if Nguyen is convicted of a crime involving an abuse of his office or position, including as set forth in California Government Code Section 53243.4.
- D. In the event City terminates this Agreement because of an illegal act or an act involving moral turpitude or misconduct by Nguyen, City shall have no obligation to pay the amount set forth in subparagraph B above.

16. Resignation. In consideration of the provisions of paragraph 15 of this Agreement, Nguyen agrees to provide City with ninety (90) days advance written notice of his voluntary resignation unless such notice is waived by the City.

17. Notices. Any notices to City may be delivered personally or by mail addressed to City Clerk, City of Oxnard, 300 West Third Street, Oxnard, California 93030. Any notice to Nguyen may be delivered personally or by mail addressed to Alexander T. Nguyen, City Manager, 300 West Third Street, Oxnard, California 93030.

18. Residency. In recognition of the need for the City Manager to be responsive to the Oxnard community and to be immediately available in case of emergencies, Nguyen agrees to maintain residence within the corporate boundaries of the City of Oxnard, in consideration for which the City has provided the additional compensation set forth in paragraph 5.C of this Agreement to facilitate relocation to the City of Oxnard.

19. Bonding. City shall bear the full cost of any fidelity or other bonds required of the Nguyen under any law or ordinance.

20. Ethics. For all City matters, Nguyen shall adhere to and be bound by the most current International City/County Management Association ("ICMA") Code of Ethics with Guidelines. The City Council shall not request Nguyen to deviate from the ICMA Code of Ethics with Guidelines.

21. General Provisions.

- A. Integration. City and Nguyen agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written. The parties by mutual written agreement may amend any provisions of this Agreement during the term of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.
- B. Binding Effect. This Agreement shall be binding on the City and Nguyen as well as their heirs, assigns, executors, personal representatives and successors in interest.
- C. Effective Date. This Agreement shall become effective on July 9, 2018.
- D. Severability. The invalidity or partial invalidity of a portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

Agreement No. A-8087

- E. Ownership of Materials. All of Nguyen's writings, reports and other documentation generated as the result of the Services are and shall be the property of the City, and upon termination of this Agreement, Nguyen agrees to deliver to City all such materials.
- F. Non-Assignment. This Agreement is for professional and unique services of Nguyen, which are personal to the City. This Agreement is not transferable or assignable by Nguyen.
- G. Governing Law. This Agreement and the rights and obligations of the parties shall be governed and interpreted in accordance with the laws of the State of California.

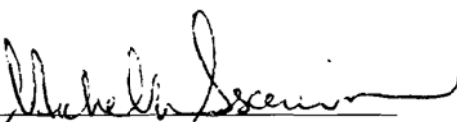
CITY OF OXNARD

ALEXANDER T. NGUYEN

 6/19/18  
\_\_\_\_\_  
Tim Flynn, Mayor

\_\_\_\_\_  
Alexander T. Nguyen

ATTEST:

  
\_\_\_\_\_  
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen M. Fischer, City Attorney

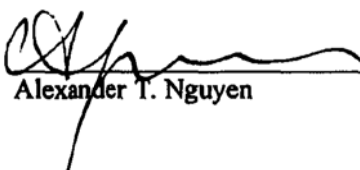
Agreement No. A-8087

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CITY OF OXNARD

ALEXANDER T. NGUYEN

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Tim Flynn, Mayor  

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Alexander T. Nguyen

ATTEST:

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Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

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Stephen M. Fischer, City Attorney