

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.



Amended Agenda

AGENDA

OXNARD CITY COUNCIL

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

OXNARD FINANCING AUTHORITY

OXNARD HOUSING AUTHORITY

Meeting Location: Council Chambers, 305 West Third Street

January 3, 2023

Closed Session - 5:30 PM

Regular Meeting - 6:00 PM

Zoom details to call-in for public comment during a meeting:

- 1. Dial Phone Number: (888) 475-4499**
- 2. Enter Meeting ID: 860 2616 8064**
- 3. Passcode: 088326**

If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom call-in steps listed above. Once the presiding officer calls for public speakers, **press *9 to raise your hand** to inform the City Clerk you would like to speak during the public speaking section for that particular item on the agenda, while in the zoom waiting room. **Press *6 when asked to unmute.** Listen to the instructions provided on the phone while on hold in the zoom waiting room. *Please note that there is a slight time delay when viewing the meeting via television.

IN ACCORDANCE WITH ASSEMBLY BILL 361 AND IN RESPONSE TO THE DECLARED STATE AND LOCAL EMERGENCIES DUE TO THE NOVEL CORONAVIRUS, THE LEGISLATIVE BODY WILL MEET IN-PERSON AND REMOTELY. TO PARTICIPATE REMOTELY VISIT WWW.OXNARD.ORG.

To find out how you may provide public comment, please refer to the instructions below or at www.https://www.oxnard.org/city-meetings/.

The public may view the meeting from home on Spectrum channel 10, Frontier channel 35, or YouTube at [Youtube.com/oxnardnews](https://www.youtube.com/oxnardnews). Video recordings of the meeting are typically available online following the meeting at the City's website at www.oxnard.org/city-meetings.

*Please see the link for the Measure M pre-recorded presentation video for each item listed on this agenda.

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

- 1. ATTEND THE MEETING AT THE LOCATION LISTED ABOVE:** Submit a speaker card to the City Clerk.
- 2. EMAIL COMMENTS OR SIGN UP TO SPEAK REMOTELY BEFORE THE MEETING**
 - a. Submit a request to speak remotely by no later than 3 p.m. on the day of the meeting by using the form available at www.oxnard.org/citymeetings.**

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 include: (Minutes for Presentation + Council Discussion + Public Comment)

- b. Submit an email to cityclerk@oxnard.org no later than 3 p.m. on the day of the meeting (indicate the agenda item number in the subject line). All email correspondence will be forwarded to the legislative body prior to the start of the meeting and made part of the legislative record.
- c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.

3. PROVIDING PUBLIC COMMENTS REMOTELY DURING THE MEETING

- a. To provide public comment during the meeting dial (888) 475-4499 and enter the Meeting ID and Passcode listed above as the Zoom details for this meeting. When the presiding officer announces the particular item on the agenda you want to speak on, **press *9 to raise your hand** while in the zoom waiting room. Once called on, **press *6 to unmute** your phone.
- b. Public comments on agenda items will be taken following the announcement of the item. After the item is announced, members of the public may register or otherwise be recognized for the purpose of providing public comment.

Please review the Zoom instructions on the registration page to help ensure there are no technical difficulties during your comments and help you understand public comment procedures using Zoom. Detailed participation instructions can be found at www.oxnard.org/city-meetings.

In the event of a disruption which prevents a legislative body of the City of Oxnard from broadcasting a meeting using a call-in option or internet-based service option, or in the event of a disruption within the City's control which prevents members of the public from offering public comment using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on a meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. However, if any of the broadcast options are disrupted, but any of the other broadcast options is still available to the public, the legislative body may take further action on items appearing on a meeting agenda without waiting for the disrupted broadcast option(s) to be restored.

* The City has filed pre-election and post-election lawsuits regarding the validity of Measure M.

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 (5:30 PM)

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS – (Government Code section 54956.8)
Property: 2900 Saviers Road (APN 219-0-018-035)
Agency Negotiator: Emilio Ramirez, Housing Director; Ashley Golden, Assistant City Manager;
Alex Nguyen, City Manager
Negotiating Party: Cadence Capital Investments
Under Negotiation: Price and terms of payment
Legislative Body: City Council

D. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating January 16, 2023 as "Dr. Martin Luther King, Jr. Day."

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

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. Speakers are limited to three minutes. After 30 minutes, if all speakers have not had the opportunity to speak, the remaining speakers will be given an opportunity to speak prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing.

G. 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. Public Works Department

SUBJECT: Reconsideration of Local Emergency Due to Ongoing Drought Conditions.

RECOMMENDATION: That the City Council adopt a resolution confirming the need to continue the local emergency declared on May 17, 2022, due to drought conditions and lack of adequate water supply.

(This item is not subject to the California Environmental Quality Act pursuant to Public Resources Code section 21080(b)(4))

Legislative Body: City Council

Contact: Michael Wolfe, Stephen Fischer, (805) 385-8055, (805) 385-7483

2. City Manager Department

SUBJECT: COVID-19 Update from Director of Emergency Services.

RECOMMENDATION: That the City Council re-authorize remote teleconference meetings of the legislative bodies of the City of Oxnard in accordance with Assembly Bill 361 based on the following findings: (i) the current COVID-19 situation, particularly with its variants, is causing, and will continue to cause, imminent risks to the health and safety of persons within the City, including City Council members, City staff, appointed officials, and members of the public; (ii) state and local officials continue to impose or recommend measures to promote social distancing; and (iii) the Governor's COVID-19 State of Emergency is still in effect; and (iv) numerous public agencies throughout Ventura County are still operating in accordance with Assembly 361, for the reasons stated herein.

Legislative Body: City Council

Contact: Stephen Fischer, (805) 385-7483

H. 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.

1. City Manager Department

SUBJECT: Appointment of Members to Serve on the City's CAGs and Boards. (5 minutes)

RECOMMENDATION: That the Mayor, with the approval of the City Council, make the following appointments:

1. To Senior Services Commission: Jeffrey Nevitt (at large) and LaRita Montgomery (D5);
2. To Community Relations Commission: Khalilah Durias (D5);
3. To Planning Commission: Daniel Chavez, Jr. (D5); and
4. To Mobilehome Park Rent Review Board: Efrain Jimenez II (at large).

Please click the following link to view the required Measure M pre-recorded presentation video:

<https://youtu.be/-8ix9rBQQnU>

Legislative Body: City Council

Contact: Shiri Klima, (805) 385-7487

2. City Attorney Department

SUBJECT: Resolution Supporting the LGBTQ+ Community.

RECOMMENDATION: That the City Council adopt a resolution declaring the City of Oxnard's solidarity and support for the lesbian, gay, bisexual, transgender, and queer (LGBTQ+) community and opposing discrimination based on sexual orientation and gender identity or expression.

Legislative Body: City Council

Contact: Stephen Fischer, (805) 385-7483

I. REVIEW OF INFORMATION/CONSENT AGENDA

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

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

K. INFORMATION/CONSENT AGENDA1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the December 6, 2022 regular meeting and December 7, 2022 special meeting as presented.

Legislative Body: City Council

Contact: Rose Chaparro, (805) 385-7805

2. Information Technology Department

SUBJECT: City of Oxnard Website and Email Update (change from .org to .gov).

RECOMMENDATION: That the City Council approve and authorize the Mayor to sign the required federal government authorization letter(s) requesting and maintaining the City of Oxnard's registration of the City's chosen .gov domain name(s) used for City website and online services, including City email.

(Finance and Governance Committee approved 3-0)

Legislative Body: City Council

January 3, 2023

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Contact: Helen Miller, (805)385-7446

3. Public Works Department

SUBJECT: Acquisition of Easement Located at 2382 Etting Road, Oxnard, California, Ocean View School District.

RECOMMENDATION: That the City Council approve and authorize the:

1. Execution of a Right of Way Agreement with Ocean View School District (A-8502) to purchase a Permanent Roadway Easement and Temporary Construction Easement located at 2382 Etting Road, Oxnard, (the "Property");
2. Execution of an Easement Deed for APN 232-0-010, -100;
3. Public Works Director or City Engineer to take any additional necessary actions to facilitate any necessary extension of the temporary construction easement, including authorizing additional payment not to exceed \$10,000; and
4. City Manager to take any additional necessary actions to facilitate the acquisition of the property consistent with the terms of the transaction approved by the City Council.

(This item is categorically exempt from the California Environmental Quality Act pursuant to title 14 of the California Code of Regulations section 15061(b)(3).)

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

4. City Manager Department

SUBJECT: Appropriation of Bond Proceeds.

RECOMMENDATION: That the City Council:

1. Approve the proposed list of redevelopment bond proceeds projects;
2. Authorize the re-allocation of all remaining 2006 Ormond Beach Tax Allocation Bond (TAB) Proceeds for the purpose of completing the Hueneme Road work related to the Ormond Beach Neighborhood Street Resurfacing project;
3. Authorize a budget appropriation of \$30,655 from the General Fund (101) and corresponding Capital Outlay Fund (301) for the Roof Replacement: South Oxnard Center project (# C2010);
4. Authorize the re-allocation of all remaining 2006 HERO TAB Proceeds for the purpose of completing the Roof Replacement: South Oxnard Center project and for paving more alleyways; and
5. Authorize the re-allocation of all remaining 2006 Southwinds TAB Proceeds for the purpose of adding park benches and trash enclosures at Southwinds Park.

(Pursuant to Sections 15061(b)(3) and 15378 of the California Environmental Quality Act (CEQA) Guidelines, this item is not a "project" subject to CEQA.)

(Finance and Governance Committee approved 3-0.)

Legislative Body: City Council

Contact: Shiri Klima, (805) 385-7487

5. Public Works Department

SUBJECT: Agreement 32300058 with Taft Electric Company for On-Call Traffic Signals Repairs and Maintenance Services, Specification No. PW 23-40.

RECOMMENDATION: That the City Council approve and authorize the City to execute an Agreement with Taft Electric Company in the amount not to exceed \$300,000 for a three-year term for On-Call Traffic Signals Repairs and Maintenance Services.

(This item is categorically exempt from the California Environmental Quality Act pursuant to title 14 of the California Code of Regulations section 15301(c))

(Public Works and Transportation Committee approved 2-0.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

6. Finance Department

SUBJECT: Update on the Corrective Action Plan (CAP) for Closing Past Audit Findings.

RECOMMENDATION: That the City Council receive an update on the City's Corrective Action Plan (CAP) for closing past audit findings.

(Finance and Governance Committee approved 3-0)

Legislative Body: City Council

Contact: Betsy George, (805) 200-5400

7. Finance Department

SUBJECT: Fiscal Year 2021-22 Annual Report on Development Impact Fees (AB1600).

RECOMMENDATION: That the City Council receive and file the annual development impact fee report (AB1600) for the fiscal year ended June 30, 2022.

The report can be accessed on the City's website at <https://www.oxnard.org/city-department/finance/annual-reports-on-development-impact-fees/>

(Finance and Governance Committee recommend 3-0.)

Contact: Betsy George, (805) 200-5400

L. REPORTS

1. Community Development Department

SUBJECT: Ordinance to Regulate Expanded Polystyrene. (15 minutes)

RECOMMENDATION: That the City Council introduce the first reading by title only and waive further reading of an ordinance adding Article XXV to Chapter 7 of the Oxnard City Code prohibiting the use, manufacturing, distribution, and sale of designated polystyrene products, and find that the ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to section 15061(b)(3) of the CEQA Guidelines.

(Community Services, Public Safety, Housing & Development Committee approved 3-0.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/ATmF5_g8cc0

Legislative Body: City Council

Contact: Ashley Golden, (805) 385-7478

2. Community Development Department

SUBJECT: On-Call Consulting Services for Community Development. (10 minutes)

RECOMMENDATION: That the City Council:

1. Approve and authorize the execution of a First Amendment to the Agreement with Rincon Consultants, Inc. for on-call contract planning services, increasing the agreement amount by \$500,000 for a total agreement amount of \$1,250,000;
2. Award agreement to Interwest Consulting Group, Inc. for on-call planning as well as on-call development plan check services in the amount of \$1,100,000; and
3. Approve a budget appropriation in the amount of \$350,000 for development plan check services.

(Community Services, Public Safety, Housing & Development Committee approved 3-0.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/O1ZiduE0J68>

Legislative Body: City Council

Contact: Ashley Golden, (805) 385-7478

3. Housing Department

SUBJECT: Approval of the Downtown Oxnard Improvement Association Annual Work Plan and Budget for Fiscal Year 2022-23. (10 minutes)

RECOMMENDATION: That the City Council approve the Downtown Oxnard Improvement Association annual work plan and budget for fiscal year 2022-23.

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/SJJEM6qSeYQ>

Legislative Body: City Council

Contact: Emilio Ramirez, (805) 385-8094

M. ADJOURNMENT



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

DATE: January 3, 2023

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org
Stephen Fischer, City Attorney, (805) 385-7483, stephen.fischer@oxnard.org

SUBJECT: Reconsideration of Local Emergency Due to Ongoing Drought Conditions.

RECOMMENDATION

That the City Council adopt a resolution confirming the need to continue the local emergency declared on May 17, 2022, due to drought conditions and lack of adequate water supply.

(This item is not subject to the California Environmental Quality Act pursuant to Public Resources Code section 21080(b)(4))

BACKGROUND

On May 17, 2022, the City Council adopted Resolution 15,568 proclaiming a local emergency due to drought conditions and lack of adequate water supply, and adopted Resolution 15,569 establishing new mandatory conservation measures.

On June 30, 2022, the City Council adopted Resolution 15,628 ratifying an order issued by the Director of Emergency Services pertaining to the local emergency, and confirming the need to continue the local emergency pursuant to Government Code Section 8630(c).

On July 28, 2022, the City Council adopted Resolution 15,609 reconfirming the need to continue the local emergency pursuant to Government Code Section 8630(c).

On September 20, 2022, the City Council adopted Resolution 15,631 reconfirming the need to continue the local emergency pursuant to Government Code Section 8630(c). Furthermore, City Council adopted Resolution 15,632 ratifying an order issued by the Director of Emergency Services pertaining to the local emergency.

On November 15, 2022, the City Council adopted Resolution 15,646 reconfirming the need to continue the local emergency pursuant to Government Code Section 8630(c).

By adopting the resolution attached to this staff report, the City Council would once again confirm the need to continue the local emergency. If Council adopts the resolution, staff will return to the Council within 60 days of adoption for reconsideration of the emergency.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

There is no direct financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Michelle McCarron, Assistant City Attorney

ATTACHMENTS

1. Resolution and DO 22-04
2. Adopted Resolution 15,568 (dated 5-17-22)
3. Adopted Resolution 15,569 (dated 5-17-22)
4. Adopted Resolution 15,628 (dated 6-30-22)
5. Adopted Resolution 15,609 (dated 7-28-22)
6. Adopted Resolution 15,631 (dated 9-20-22)
7. Adopted Resolution 15,632 (dated 9-20-22)
8. Adopted Resolution 15,646 (dated 11-15-22)

**CITY COUNCIL OF THE CITY OF OXNARD
RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
CONFIRMING THE NEED TO CONTINUE THE LOCAL EMERGENCY
PURSUANT TO GOVERNMENT CODE SECTION 8630(c)**

WHEREAS, Government Code section 8630 and Chapter 6 of the Oxnard City Code (“OCC”) empower the City Manager of the City of Oxnard (“City”), acting in the capacity of the Director of Emergency Services, to request the City Council to proclaim the existence of a local emergency when drought conditions threaten the safety of persons or property within the City; and

WHEREAS, on May 17, 2022, the City Council adopted Resolution 15,568 which proclaimed the existence of a local emergency due to drought conditions and lack of adequate water supply; and

WHEREAS, also on May 17, 2022, the City Council adopted Resolution 15,569 establishing new mandatory water conservation measures; and

WHEREAS, on June 30, 2022, the City Council adopted Resolution 15,628 which determined that there was a need to continue the local emergency due to continued drought conditions and lack of adequate water supply; and

WHEREAS, on July 28, 2022, the City Council adopted Resolution 15,609 which determined that there was a need to continue the local emergency due to continued drought conditions and lack of adequate water supply; and

WHEREAS, on September 20, 2022, the City Council adopted Resolution 15,631 which determined that there was a need to continue the local emergency due to continued drought conditions and lack of adequate water supply; and

WHEREAS, on November 15, 2022, the City Council adopted Resolution 15,646 which determined that there was a need to continue the local emergency due to continued drought conditions and lack of adequate water supply; and

WHEREAS, pursuant to Government Code section 8630(c), the City Council must review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency; and

WHEREAS, the City Council has determined that there is a need to continue the local emergency because the conditions that brought on the May 17, 2022 local emergency persist; and

WHEREAS, the City Council ratified Director’s Order No. 22-04 on September 20, 2022, and has determined the provisions of that order shall remain in effect and is attached as Exhibit A; and

WHEREAS, pursuant to Government Code section 8634, and Chapter 6 of the City Code, the Director may promulgate orders and regulations necessary to provide for the protection of life and property and shall request the City Council to ratify such orders and regulations.

Resolution No.

Local Emergency Continuance Pursuant to Government Code Section 8630(c)

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NOW, THEREFORE, the City Council of the City of Oxnard resolves that the local emergency declared on May 17, 2022 due to drought conditions and lack of adequate water supply shall remain in effect.

PASSED AND ADOPTED THIS 3rd day of January 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Resolution No.

Local Emergency Continuance Pursuant to Government Code Section 8630(c)

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EXHIBIT A
(Director of Emergency Services Order 22-04)

CITY OF OXNARD

DIRECTOR ORDER NO. 22-04

ORDER OF THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF OXNARD MODIFYING MANDATORY WATER CONSERVATION MEASURES

WHEREAS, Government Code section 8630 in conjunction with Chapter 6, section 3 subparagraph (C)(1) of the Oxnard City Code (“OCC”) empower the City Manager of the City of Oxnard (“City”), acting in the capacity of the Director of Emergency Services, to promulgate orders and regulations during the existence of a local emergency when drought conditions threaten the safety of persons or property within the City; and

WHEREAS, on May 17, 2022, the City Council adopted Resolution 15,568 proclaiming the existence of a local emergency due to drought conditions and lack of adequate water supply; and

WHEREAS, also on May 17, 2022, the City Council adopted Resolution 15,569 establishing new mandatory water conservation measures; and

WHEREAS, on June 22, 2022, the City Manager acting as the Director of Emergency Services promulgated Director’s Order No. 22-03 updating the City’s water conservation measures adopted by the City Council in Resolution 15,569; and

WHEREAS, Stage 2 water shortage conditions exist within the City; and

WHEREAS, a new Director’s Order is required to comply with ongoing water conservation mandates from the State of California, the State Water Resources Control Board, the Metropolitan Water District of Southern California, and Calleguas Municipal Water District; and

WHEREAS, the Director of Emergency Services pursuant to OCC section 6-3(C)(1), herein shall issue updated water conservation measures, superseding DES Order No. 22-03, and amending in part the conservation measures set forth in Resolution 15,569; and

WHEREAS, this Director’s Order includes the amended mandatory water conservation measures applicable to City water users in bold; and

WHEREAS, on May 24, 2022, the State Water Resources Control Board voted unanimously to implement a statewide ban on the use of potable water for irrigating non-functional turf at commercial, industrial and institutional properties, including Home Owners Associations (“HOAs”); and

WHEREAS, the State Water Resources Control Board has defined non-functional turf, which in general is considered to be turf that is solely ornamental and not regularly used for human recreational purposes or for civic or community events; and

*DES Order No. 22-04
September 7, 2022*

WHEREAS, Non-functional turf is a ground cover surface of mowed grass that is ornamental and not otherwise used for human recreation purposes. Non-functional turf does not include school fields, sports fields, and areas regularly used for civic or community events; and

WHEREAS OCC Sec. 22-136(B)(3) establishes limits on watering duration as follows: “Watering or irrigating of lawns, landscape or other vegetated area with potable water using a landscape irrigation system or a watering device that is not continuously attended is limited to no more than 15 minutes per day per station;” and

WHEREAS, the Metropolitan Water District of Southern California’s (“MWD”) Emergency Water Conservation Program Handbook, at Section 3.1.1., establishes eligible outdoor water restriction criteria as follows: “Metropolitan does not specify the day of the week or any method of even/odd house numbering for the watering restrictions. Metropolitan does, however, require that Member Agencies limit watering times to prevent substitution of water use from restricted days to permitted days. For this purpose, watering duration will be limited to **no more than 10 minutes**, effective July 1;” and

WHEREAS, the City’s watering duration limitations must be consistent with MWD’s limitations; and

WHEREAS, State Water Project suppliers, including MWD, have indicated their intent to penalize non-compliant purveyors (such as the City) with volumetric penalties of up to \$2,000 per acre-foot that exceeds defined allocations established or do not comply with mandatory restriction criteria; and

WHEREAS, MWD’s Emergency Water Conservation Program Handbook, at Section 3.1.6., establishes exceptions to 1-day outdoor watering restrictions including: “locally-determined exceptions which reflect modest community choice will be considered.”; and

WHEREAS, the State Water Resources Control Board has provided information that signals their intent to prioritize the irrigation of trees to ensure the health of trees and urges the continuation of watering of trees during the drought; and

WHEREAS, Trees provide clean air, reduce urban heat islands, capture stormwater, improve water quality, reduce flood risk, stabilize soil, and provide habitat to wildlife.

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

*DES Order No. 22-04
September 7, 2022*

SECTION 1. The recitals, facts, findings, and conclusions set forth above in the preamble of this Order are true and correct, and are incorporated by reference into this Order as though fully set forth herein.

SECTION 2. Resolution 15,569 is attached hereto and incorporated by reference as though fully set forth herein, as Exhibit A.

SECTION 3. This Director Order supersedes DES Order No. 22-03 issued on June 22, 2022.

SECTION 4. In accordance with Resolution 15,569 the following water conservation measures are in effect during the continued declaration of a local emergency due to drought conditions and lack of adequate water supply:

- a. Watering of lawns, **functional turf**, trees, shrubs, vegetation, landscape and other outside irrigation is prohibited except between 4 p.m. and 9 a.m. or 6 p.m. and 9 a.m. during daylight savings time, no more than once per week.
- b. The following watering schedule is established:
 - i. Odd numbered addresses (Ending in 1, 3, 5, 7, 9): Sundays ONLY.
 - ii. Even numbered addresses (Ending in 0, 2, 4, 6, 8): Saturdays ONLY
 - iii. No watering between 9 a.m. and 4 p.m. (non-daylight savings time)
 - iv. No watering between 9 a.m. and 6 p.m. (daylight savings time)
- c. Exceptions to allow for irrigation outside of the designated periods include (1) the hand watering of trees, **food plants**, or other perennials with use of a container (e.g. bucket or watering can) or a hose fitted with a shut-off nozzle and (2) the use of drip irrigation or other high-efficiency irrigation systems to apply water at a weekly volume consistent with the one-day watering restriction imposed on less efficient irrigation systems.
- d. Irrigation of park and school ground areas with potable water are only permitted during the once weekly designated irrigation periods noted in this Section.
- e. Sports activity fields may irrigate more frequently, but only as necessary, to maintain playing surface quality.
- f. All vegetation within Wildland-Urban Interface and Defensible Space will be maintained as required under Public Resource Code 4291.
- g. The application of potable water to landscapes during and within 48 hours after measurable rainfall is prohibited.

*DES Order No. 22-04
September 7, 2022*

- h. The irrigation of newly constructed homes and building exteriors with potable water is prohibited unless drip or microspray systems are used.
- i. The use of potable water in a fountain or other decorative water feature is prohibited, except where the water is part of recirculating system.
- j. The City must provide prompt notice to customers when information indicates a leak may exist within the end-user's control.
- k. Irrigation of **non-functional** turf on medians with potable water is prohibited.
- l. **Potable water for irrigation of non-functional turf at commercial, industrial and institutional properties, including HOAs, is prohibited.**
- m. **Watering or irrigating of functional turf, landscape or other vegetated area with potable water using a landscape irrigation system or a watering device is limited to no more than 10 minutes per day per station.**
- n. **Trees in public spaces may be irrigated more frequently, but only as necessary, to maintain tree well-being for human health and safety as determined by the Emergency Services Director.**

SECTION 5. The Oxnard Water Division shall take the following actions when water waste is reported or observed:

First Violation	Warning Letter 7 Day Post Letter Follow Up Phone Call	For a first violation, the City shall give written notice of the violation to the customer by personal service, by delivery through regular United States mail addressed to the customer's residence, or any other means reasonably designed to notify the customer of the violation. The notice shall contain a description of violation, educational notice listing all prohibited water waste, and provide resources such as rebate information. Follow up to see if the customer has received the educational letter. Discuss if the issue has been addressed and offer additional information/resources
Second Violation	Notice to Correct	For a second violation, the City shall give a written notice to correct the violation to the customer by personal service, by delivery through regular United States mail addressed to the customer's residence, or any other means reasonably designed to notify the customer of the violation. The notice to correct shall contain a description of the violation, request to correct the violation, a statement of the possible

*DES Order No. 22-04
September 7, 2022*

		penalties for violation, and a statement informing the customer of his/her right to request an adjustment or an appeal.
Third Violation	Citation & Fine	For a third violation, the City shall issue an administrative citation and fine in the amount of \$100 to the customer by personal service, by delivery through regular United States mail addressed to the customer's residence, or any other means reasonably designed to notify the customer of the violation. The citation shall contain a description of the violation, fine amount and a statement informing the customer of his/her right to request an adjustment or an appeal.
Fourth Violation	Citation & Fine	For a fourth violation, the City shall issue an administrative citation and fine in the amount of \$500 to the customer by personal service, by delivery through regular United States mail addressed to the customer's residence, or any other means reasonably designed to notify the customer of the violation. The citation shall contain a description of the violation, fine amount and a statement informing the customer of his/her right to request an adjustment or an appeal.
Fifth / Additional Violations	Citation & Fine	For a fifth violation, the City shall issue an administrative citation and fine in the amount of \$1000 to the customer by personal service, by delivery through regular United States mail addressed to the customer's residence, or any other means reasonably designed to notify the customer of the violation. The citation shall contain a description of the violation, fine amount and a statement informing the customer of his/her right to request an adjustment or an appeal. The City may impose such other penalty or fine as deemed appropriate by the City Manager, and consistent with Oxnard City Code, until such time that the City Manager determines that further violations are not likely to occur.

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*DES Order No. 22-04
September 7, 2022*

SECTION 6. This Director Order shall become effective on September 7, 2022.

SECTION 7. This Director Order shall be given publicity and notice as required by Government Code section 8634.

SECTION 8. The City Clerk shall certify to the adoption of this Order and shall cause a certified Director Order to be filed in the Office of the City Clerk.

Dated: 9/06/2022

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

ATTEST:

APPROVED AS TO FORM:


Rose Chaparro, City Clerk 9/7/22

 9/6/2022
Stephen M. Fischer, City Attorney

*DES Order No. 22-04
September 7, 2022*

City Council Resolution No. 15,568
CITY OF OXNARD

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
OXNARD PROCLAIMING THE EXISTENCE OF A LOCAL
EMERGENCY DUE TO WATER SHORTAGE EMERGENCY
CONDITIONS**

WHEREAS, Government Code section 8630 and Chapter 6 of the Oxnard City Code empower the City Manager of the City of Oxnard ("City"), acting in the capacity of the Director of Emergency Services, to request the City Council to proclaim the existence of a local emergency when drought conditions threaten the safety of persons or property within the City; and

WHEREAS, severe drought conditions are constraining available water supplies throughout the State; and

WHEREAS, on October 19, 2021, Governor Gavin Newsom declared a state of emergency to exist in all California counties due to worsening drought conditions; and

WHEREAS, this proclamation follows other increasingly expansive drought declarations and executive orders that have been issued since April 2021; and

WHEREAS, at that time, Governor Newsom called on Californians to re-double their efforts to reduce water use by 15 percent and for local and regional water agencies to implement their Water Shortage Contingency Plans ("WSCPs") "at a level appropriate to local conditions that takes into account the possibility of a third consecutive dry year;" and

WHEREAS, on March 28, 2022, Governor Newsom issued Executive Order N-7-22 which directs a number of actions in response to the historic drought conditions the State, and by extension the City, is currently facing; and

WHEREAS, among these actions are steps to increase water conservation, emergency regulations requiring all water providers to implement a minimum Stage 2 of their WSCPs, and groundwater recharge programs; and

WHEREAS, approximately 40% of the City's water supply is imported from northern California via the State Water Project ("SWP"); and

WHEREAS, this supply is distributed to the City via Calleguas Municipal Water District ("CMWD"), which receives SWP water from the Metropolitan Water District of Southern California ("MWD"); and

WHEREAS, the California Department of Water Resources ("DWR") had initially set the 2022 SWP allocation at 15%, however after a historically dry start to the year with no significant storms in the forecast a cutback was required; and

WHEREAS, on March 18, 2022 DWR announced that SWP allocations would be slashed from 15% to 5%; and

WHEREAS, following the 5% SWP allocation update, MWD indicated that SWP dependent regions of its service area, including CMWD, have insufficient supplies to

WHEREAS, in response, CMWD declared a Stage 3 Water Shortage on April 6, 2022 and called on all water users within its service area to immediately reduce water use by up to 30%; and

WHEREAS, the first phase of the Program includes: limiting landscape watering to one day per week in the SWP Dependent Area; requiring those member agencies whose service areas encompass all or a portion of the SWP Dependent Area to adopt and implement effective enforcement mechanisms to ensure compliance with this limit; and imposing volumetric penalties of up to \$2,000 per acre-foot (AF) for non-compliance; and

WHEREAS, on April 26, 2022, MWD adopted a resolution and updated their original Emergency Water Conservation Plan, and declaring that a water shortage emergency condition exists in the SWP Dependent Area; and

WHEREAS, the City Council does hereby find that the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a Local Emergency.

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NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a Local Emergency now exists throughout the City and that during the existence of this Local Emergency the powers, functions, and duties of the emergency organization of the City shall be those prescribed by state law, and by the ordinances, resolutions and other adopted policies of the City.

Dated: 5-17-2022 By: BAWILL for
John C. Zaragoza
Mayor

ATTEST:

APPROVED AS TO FORM:

R. Chaparro 5/17/22
Rose Chaparro, City Clerk

[Signature]
Stephen M. Fischer, City Attorney

Passed, approved and adopted this 17th day of May, 2022 by the following vote:

AYES: Councilmember Basua, Lopez, MacDonald, Madrigal, Perello and Teran

NOES: None.

ABSTAIN: None.

ABSENT: Mayor Zaragoza

RESOLUTION NO. 15,569

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
OXNARD RESCINDING RESOLUTION 14,741 AND
ADOPTING NEW MANDATORY WATER
CONSERVATION MEASURES**

WHEREAS, severe drought conditions are constraining available water supplies throughout California; and

WHEREAS, on October 19, 2021, Governor Gavin Newsom declared a state of emergency to exist in all California counties due to worsening drought conditions; and

WHEREAS, at that time, Governor Newsom called on Californians to re-double their efforts to reduce water use by 15 percent and for local and regional water agencies to implement their Water Shortage Contingency Plans (“WSCPs”) “at a level appropriate to local conditions that takes into account the possibility of a third consecutive dry year;” and

WHEREAS, on March 28, 2022, Governor Newsom issued Executive Order N-7-22 which directs a number of actions in response to the historic drought conditions the State, and by extension the City, is currently facing; and

WHEREAS, among these actions are steps to increase water conservation, emergency regulations requiring all water providers to implement a minimum Stage 2 of their WSCPs, and groundwater recharge programs; and

WHEREAS, approximately 40% of the City’s water supply is imported from northern California via the State Water Project (“SWP”); and

WHEREAS, this supply is distributed to the City via Calleguas Municipal Water District (“CMWD”), which receives SWP water from the Metropolitan Water District of Southern California (“MWD”); and

WHEREAS, the California Department of Water Resources (“DWR”) had initially set the 2022 SWP allocation at 15%, however after a historically dry start to the year with no significant storms in the forecast a cutback was required; and

WHEREAS, on March 18, 2022 DWR announced that SWP allocations would be slashed from 15% to 5%; and

WHEREAS, following the 5% SWP allocation update, MWD indicated that SWP dependent regions of its service area, including CMWD, have insufficient supplies to meet current water demands; and

WHEREAS, in response, CMWD declared a Stage 3 Water Shortage on April 6, 2022 and called on all water users within its service area to immediately reduce water use by up to 30%; and

WHEREAS, on April 12, 2022, MWD presented an informational item to their Water Planning and Stewardship Committee with a proposed Water Shortage Emergency Condition and Emergency Water Conservation Program (the “Program”) to preserve supplies in the SWP Dependent Area; and

WHEREAS, the first phase of the Program includes: limiting landscape watering to one day per week in the SWP Dependent Area; requiring those member agencies whose service areas encompass all or a portion of the SWP Dependent Area to adopt and implement effective enforcement mechanisms to ensure compliance with this limit; and imposing volumetric penalties of up to \$2,000 per acre-foot (AF) for non-compliance; and

WHEREAS, on April 26, 2022, MWD adopted a resolution and updated their original Emergency Water Conservation Plan, and declaring that a water shortage emergency condition exists in the SWP Dependent Area; and

WHEREAS, on April 27, 2022, CWMD adopted a resolution declaring a water shortage emergency conditions exists in the CMWD Service Area; and

WHEREAS, on May 17, 2022, the City Council proclaimed the existence of a local emergency due to water shortage emergency conditions.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES HEREBY FIND, DETERMINE, RESOLVE, AND ORDER AS FOLLOWS:

- Section 1.** The foregoing recitals are true and correct.
- Section 2.** Resolution 14,741 is hereby rescinded.
- Section 3.** Stage 2 water shortage conditions exist within the city.
- Section 4.**
- a. Watering of lawns, ornamental turf, trees, shrubs, vegetation, landscape and other outside irrigation is prohibited except between 4 p.m. and 9 a.m. or 6 p.m. and 9 a.m. during daylight savings time, no more than once per week.
 - b. The following watering schedule is established:
 - i. Odd numbered addresses (Ending in 1, 3, 5, 7, 9): Sundays ONLY
 - ii. Even numbered addresses (Ending in 0, 2, 4, 6, 8): Saturdays ONLY
 - iii. No watering between 9 a.m. and 4 p.m. (non-daylight savings time)

- iv. No watering between 9 a.m. and 6 p.m. (daylight savings time).
- c. Exceptions to allow for irrigation outside of the designated periods shall include (1) the hand watering of trees or other perennials with use of a container (e.g. bucket or watering can) or a hose fitted with a shut-off nozzle and (2) the use of drip irrigation or other high-efficiency irrigation systems to apply water at a weekly volume consistent with the one-day watering restriction imposed on less efficient irrigation systems.
- d. Irrigation of park and school ground areas with potable water are only permitted during the once weekly designated irrigation periods noted in this Section.
- e. Sport activity fields may irrigate more frequently, but only as necessary, to maintain playing surface quality.
- f. All vegetation within Wildland-Urban Interface and Defensible Space will be maintained as required under Public Resources Code 4291.
- g. The application of potable water to landscapes during and within 48 hours after measurable rainfall is prohibited.
- h. The irrigation of newly constructed homes and building exteriors with potable water is prohibited unless drip or microspray systems are used.
- i. The use of potable water in a fountain or other decorative water feature is prohibited, except where the water is part of a recirculating system.
- j. The City must provide prompt notice to customers when information indicates a leak may exist within the end-user's control.
- k. Irrigation of ornamental turf on medians with potable water is prohibited.

Section 5. Pursuant to Oxnard City Code (“OCC”) section 22-151(C), the mandatory water conservation requirements established in Section 4 of this Resolution (“water conservation requirements”) shall remain in effect unless otherwise amended or rescinded by further action of the City Council. Notwithstanding the requirements of OCC section 22-151(C), the Director of Emergency Services is authorized to modify the water conservation requirements, pursuant to OCC section 6-3(C)(1) during a proclaimed local emergency.

Section 6. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED and ADOPTED this 17th day of May, 2022, by the following vote:

AYES: Councilmembers Basua, Lopez, MacDonald, Madrigal, Perello and Teran

NOES: None.

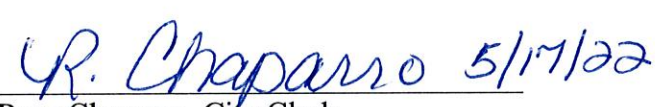
ABSTAIN: None.

ABSENT: Mayor Zaragoza



John C. Zaragoza, Mayor

ATTEST:



Rose Chaparro, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD
RESOLUTION NO. 15,628

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD RATIFYING AN ORDER ISSUED BY THE DIRECTOR OF EMERGENCY SERVICES AND CONFIRMING THE NEED TO CONTINUE THE LOCAL EMERGENCY PURSUANT TO GOVERNMENT CODE SECTION 8630(C)

WHEREAS, Government Code section 8630 and Chapter 6 of the Oxnard City Code (“OCC”) empower the City Manager of the City of Oxnard (“City”), acting in the capacity of the Director of Emergency Services, to request the City Council to proclaim the existence of a local emergency when drought conditions threaten the safety of persons or property within the City; and

WHEREAS, on May 17, 2022, the City Council proclaimed the existence of a local emergency due to drought conditions and lack of adequate water supply; and

WHEREAS, also on May 17, 2022, the City Council adopted Resolution 15,569 establishing new mandatory water conservation measures; and

WHEREAS, pursuant to Government Code section 8630(c), the City Council must review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency; and

WHEREAS, the City Council has determined that there is a need to continue the local emergency because the conditions that brought on the May 17, 2022 local emergency persist; and

WHEREAS, pursuant to Government Code section 8634, and Chapter 6 of the City Code, the Director may promulgate orders and regulations necessary to provide for the protection of life and property and shall request the City Council to ratify such orders and regulations; and

WHEREAS, the Director has issued Order No. 22-03 in response to the Local Emergency.

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

1. The local emergency declared on May 17, 2022 due to drought conditions and lack of adequate water supply shall remain in effect.

2. Order 22-03 issued by the Director and attached as **Exhibit A** hereto is necessary to provide for the protection of life and property in response to the Local Emergency and is hereby ratified.

PASSED AND ADOPTED THIS 30th day of June 2022, by the following vote:

AYES: Councilmembers Lopez, MacDonald, Perello, Teran and Zaragoza

NOES: None.

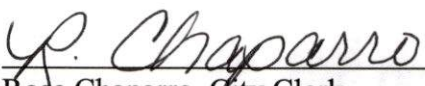
ABSENT: None.

ABSTAIN: None.



John C. Zaragoza, Mayor

ATTEST:



Rose Chaparro, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, City Attorney

EXHIBIT A
[Director of Emergency Services Order 22-03]

CITY OF OXNARD

DIRECTOR ORDER NO. 22-03

ORDER OF THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF OXNARD MODIFYING MANDATORY WATER CONSERVATION MEASURES

WHEREAS, Government Code section 8630 and Chapter 6 of the Oxnard City Code ("OCC") empower the City Manager of the City of Oxnard ("City"), acting in the capacity of the Director of Emergency Services, to request the City Council to proclaim the existence of a local emergency when drought conditions threaten the safety of persons or property within the City; and

WHEREAS, on May 17, 2022, the City Council proclaimed the existence of a local emergency due to drought conditions and lack of adequate water supply; and

WHEREAS, also on May 17, 2022, the City Council adopted Resolution 15,569 establishing new mandatory water conservation measures; and

WHEREAS, OCC Sec. 22-136(B)(3) establishes limits on watering duration as follows: "Watering or irrigating of lawns, landscape or other vegetated area with potable water using a landscape irrigation system or a watering device that is not continuously attended is limited to no more than 15 minutes per day per station;" and

WHEREAS, the Metropolitan Water District of Southern California's ("MWD") Emergency Water Conservation Program Handbook, at Section 3.1.1., establishes eligible outdoor water restriction criteria as follows: "Metropolitan does not specify the day of the week or any method of even/odd house numbering for the watering restrictions. Metropolitan does, however, require that Member Agencies limit watering times to prevent substitution of water use from restricted days to permitted days. For this purpose, watering duration will be limited to no more than 10 minutes, effective July 1;" and

WHEREAS, the City's watering duration limitations must be consistent with MWD's limitations; and

WHEREAS, State Water Project suppliers have indicated their intent to penalize non-compliant purveyors with volumetric penalties of up to \$2,000 per acre-foot that exceeds defined allocations established or do not comply with mandatory restriction criteria; and

WHEREAS, on May 24, 2022, the State Water Resources Control Board voted unanimously to implement a statewide ban on the use of potable water for irrigating non-functional turf at commercial, industrial and institutional properties, including Home Owners Associations ("HOAs"); and

WHEREAS, the State Water Resources Control Board has defined non-functional turf, which in general is considered to be turf that is solely ornamental and not regularly used for human recreational purposes or for civic or community events.

*DES Order No. 22-03
June 22, 2022*

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

SECTION 1. The recitals, facts, findings, and conclusions set forth above in the preamble of this Order are true and correct, and are incorporated herein by this reference.

SECTION 2. Resolution 15,569 is attached hereto and incorporated herein by this reference, as Exhibit A.

SECTION 3. Section 4.a. of Resolution 15,569 is hereby amended to read as follows:

“Watering of lawns, functional turf, trees, shrubs, vegetation, landscape and other outside irrigation is prohibited except between 4 p.m. and 9 a.m. or 6 p.m. and 9 a.m. during daylight savings time, no more than once per week.”

SECTION 4. Section 4.c. of Resolution 15,569 is hereby amended to read as follows:

“Exceptions to allow for irrigation outside of the designated periods include (1) the hand watering of trees, food plants, or other perennials with use of a container (e.g. bucket or watering can) or a hose fitted with a shut-off nozzle and (2) the use of drip irrigation or other high-efficiency irrigation systems to apply water at a weekly volume consistent with the one-day watering restriction imposed on less efficient irrigation systems.”

SECTION 5. Section 4.k. of Resolution 15,569 is hereby amended to read as follows:

“Irrigation of non-functional turf on medians with potable water is prohibited.”

SECTION 6. Non-functional turf is a ground cover surface of mowed grass that is ornamental and not otherwise used for human recreation purposes. Non-functional turf does not include school fields, sports fields, and areas regularly used for civic or community events.

SECTION 7. Section 4.l. is hereby added to Resolution 15,569 to read as follows:

“Potable water for irrigation of non-functional turf at commercial, industrial and institutional properties, including HOAs, is prohibited.”

SECTION 8. Notwithstanding the watering duration limitations established in OCC Sec. 22-136(B)(3), Section 4.m. is hereby added to Resolution 15,569 to read as follows:

“Watering or irrigating of functional turf, landscape or other vegetated area with potable water using a landscape irrigation system or a watering device is limited to no more than 10 minutes per day per station.”

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*DES Order No. 22-03
June 22, 2022*

SECTION 9. The Oxnard Water Division shall take the following actions when water waste is reported or observed:

First Violation	Courtesy Notice/Educational Letter 7 Day Post Letter Follow Up Phone Call	For a first violation, the City may give written notice of the fact of such violation to the customer by personal service, by delivery through regular United States mail addressed to the customer's residence, or any other means reasonably designed to notify the customer of the violation. The notice contains a description of violation, lists all prohibited water waste, and provides resources such as rebate information. Follow up to see if the customer has received the educational letter. Discuss if the issue has been addressed and offer additional information/resources
Second Violation	Letter - Warning of Penalty	Letter may contain a description of the facts of the violation, a statement of the possible penalties for violation and a statement informing the customer of his/her right to request an adjustment or an appeal.
Third Violation	Penalty	A surcharge may be imposed on the customer in an amount equal to 25 percent of the most recent utility bill (exclusive of the sewer and refuse portion of the bill), or \$25, whichever is greater, payable as part of the utility bill for the location at which the violation occurred.
Fourth Violation	Penalty	A surcharge may be imposed on the customer in an amount equal to 50 percent of the most recent utility bill (exclusive of the sewer and refuse portion of the bill), or, \$50, whichever is greater, payable as part of the utility bill for the location at which the violation occurred.
Additional Violations	Fine/Admin Cites	Impose such other penalty or fine as deemed appropriate by the City Manager, until such time that the City Manager determines that further violations are not likely to occur.

SECTION 10. This Director Order shall become effective on June 22, 2022.

SECTION 11. This Director Order shall be given publicity and notice as required by Government Code section 8634.

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*DES Order No. 22-03
June 22, 2022*

SECTION 12. The City Clerk shall certify to the adoption of this Order and shall cause a certified Director Order to be filed in the Office of the City Clerk.

Dated: 6/22/2022

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

ATTEST:


Rose Chaparro, City Clerk

APPROVED AS TO FORM:


Stephen M. Fischer, City Attorney

EXHIBIT A

RESOLUTION NO. 15,569

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD RESCINDING RESOLUTION 14,741 AND ADOPTING NEW MANDATORY WATER CONSERVATION MEASURES

WHEREAS, severe drought conditions are constraining available water supplies throughout California; and

WHEREAS, on October 19, 2021, Governor Gavin Newsom declared a state of emergency to exist in all California counties due to worsening drought conditions; and

WHEREAS, at that time, Governor Newsom called on Californians to re-double their efforts to reduce water use by 15 percent and for local and regional water agencies to implement their Water Shortage Contingency Plans ("WSCPs") "at a level appropriate to local conditions that takes into account the possibility of a third consecutive dry year;" and

WHEREAS, on March 28, 2022, Governor Newsom issued Executive Order N-7-22 which directs a number of actions in response to the historic drought conditions the State, and by extension the City, is currently facing; and

WHEREAS, among these actions are steps to increase water conservation, emergency regulations requiring all water providers to implement a minimum Stage 2 of their WSCPs, and groundwater recharge programs; and

WHEREAS, approximately 40% of the City's water supply is imported from northern California via the State Water Project ("SWP"); and

WHEREAS, this supply is distributed to the City via Calleguas Municipal Water District ("CMWD"), which receives SWP water from the Metropolitan Water District of Southern California ("MWD"); and

WHEREAS, the California Department of Water Resources ("DWR") had initially set the 2022 SWP allocation at 15%, however after a historically dry start to the year with no significant storms in the forecast a cutback was required; and

WHEREAS, on March 18, 2022 DWR announced that SWP allocations would be slashed from 15% to 5%; and

WHEREAS, following the 5% SWP allocation update, MWD indicated that SWP dependent regions of its service area, including CMWD, have insufficient supplies to meet current water demands; and

WHEREAS, in response, CMWD declared a Stage 3 Water Shortage on April 6, 2022 and called on all water users within its service area to immediately reduce water use by up to 30%; and

WHEREAS, on April 12, 2022, MWD presented an informational item to their Water Planning and Stewardship Committee with a proposed Water Shortage Emergency Condition and Emergency Water Conservation Program (the "Program") to preserve supplies in the SWP Dependent Area; and

WHEREAS, the first phase of the Program includes: limiting landscape watering to one day per week in the SWP Dependent Area; requiring those member agencies whose service areas encompass all or a portion of the SWP Dependent Area to adopt and implement effective enforcement mechanisms to ensure compliance with this limit; and imposing volumetric penalties of up to \$2,000 per acre-foot (AF) for non-compliance; and

WHEREAS, on April 26, 2022, MWD adopted a resolution and updated their original Emergency Water Conservation Plan, and declaring that a water shortage emergency condition exists in the SWP Dependent Area; and

WHEREAS, on April 27, 2022, CWMD adopted a resolution declaring a water shortage emergency conditions exists in the CMWD Service Area; and

WHEREAS, on May 17, 2022, the City Council proclaimed the existence of a local emergency due to water shortage emergency conditions.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES HEREBY FIND, DETERMINE, RESOLVE, AND ORDER AS FOLLOWS:

- Section 1.** The foregoing recitals are true and correct.
- Section 2.** Resolution 14,741 is hereby rescinded.
- Section 3.** Stage 2 water shortage conditions exist within the city.
- Section 4.**
- a. Watering of lawns, ornamental turf, trees, shrubs, vegetation, landscape and other outside irrigation is prohibited except between 4 p.m. and 9 a.m. or 6 p.m. and 9 a.m. during daylight savings time, no more than once per week.
 - b. The following watering schedule is established:
 - i. Odd numbered addresses (Ending in 1, 3, 5, 7, 9): Sundays ONLY
 - ii. Even numbered addresses (Ending in 0, 2, 4, 6, 8): Saturdays ONLY
 - iii. No watering between 9 a.m. and 4 p.m. (non-daylight savings time)

iv. No watering between 9 a.m. and 6 p.m. (daylight savings time).

c. Exceptions to allow for irrigation outside of the designated periods shall include (1) the hand watering of trees or other perennials with use of a container (e.g. bucket or watering can) or a hose fitted with a shut-off nozzle and (2) the use of drip irrigation or other high-efficiency irrigation systems to apply water at a weekly volume consistent with the one-day watering restriction imposed on less efficient irrigation systems.

d. Irrigation of park and school ground areas with potable water are only permitted during the once weekly designated irrigation periods noted in this Section.

e. Sport activity fields may irrigate more frequently, but only as necessary, to maintain playing surface quality.

f. All vegetation within Wildland-Urban Interface and Defensible Space will be maintained as required under Public Resources Code 4291.

g. The application of potable water to landscapes during and within 48 hours after measurable rainfall is prohibited.

h. The irrigation of newly constructed homes and building exteriors with potable water is prohibited unless drip or microspray systems are used.

i. The use of potable water in a fountain or other decorative water feature is prohibited, except where the water is part of a recirculating system.

j. The City must provide prompt notice to customers when information indicates a leak may exist within the end-user's control.

k. Irrigation of ornamental turf on medians with potable water is prohibited.

Section 5.

Pursuant to Oxnard City Code ("OCC") section 22-151(C), the mandatory water conservation requirements established in Section 4 of this Resolution ("water conservation requirements") shall remain in effect unless otherwise amended or rescinded by further action of the City Council. Notwithstanding the requirements of OCC section 22-151(C), the Director of Emergency Services is authorized to modify the water conservation requirements, pursuant to OCC section 6-3(C)(1) during a proclaimed local emergency.

Section 6.

This Resolution shall take effect immediately upon its adoption.

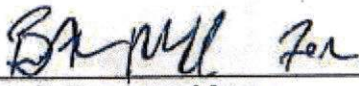
PASSED, APPROVED and ADOPTED this 17th day of May, 20 22, by the following vote:

AYES: Councilmembers Basua, Lopez, MacDonald, Madrigal, Perello and Teran

NOES: None.

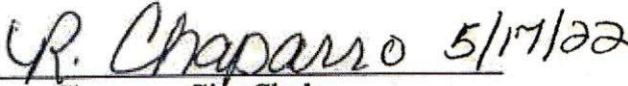
ABSTAIN: None.

ABSENT: Mayor Zaragoza



John C. Zaragoza, Mayor

ATTEST:



Rose Chaparro, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD
RESOLUTION NO. 15,609

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
CONFIRMING THE NEED TO CONTINUE THE LOCAL EMERGENCY
PURSUANT TO GOVERNMENT CODE SECTION 8630(C)**

WHEREAS, Government Code section 8630 and Chapter 6 of the Oxnard City Code ("OCC") empower the City Manager of the City of Oxnard ("City"), acting in the capacity of the Director of Emergency Services, to request the City Council to proclaim the existence of a local emergency when drought conditions threaten the safety of persons or property within the City; and

WHEREAS, on May 17, 2022, the City Council proclaimed the existence of a local emergency due to drought conditions and lack of adequate water supply; and

WHEREAS, also on May 17, 2022, the City Council adopted Resolution 15,569 establishing new mandatory water conservation measures; and

WHEREAS, on June 30, 2022, the City Council adopted a resolution ratifying mandatory water conservation measures, and confirming the need to continue the local emergency declared on May 17, 2022; and

WHEREAS, pursuant to Government Code section 8630(c), the City Council must review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency; and

WHEREAS, the City Council has determined that there is a need to continue the local emergency because the conditions that brought on the May 17, 2022 local emergency persist.

NOW, THEREFORE, the City Council of the City of Oxnard resolves that the local emergency declared on May 17, 2022 due to drought conditions and lack of adequate water supply shall remain in effect.

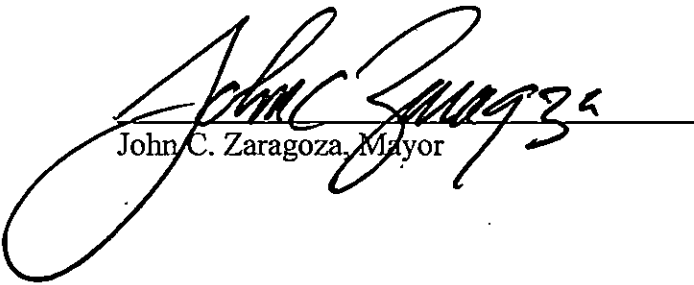
PASSED AND ADOPTED THIS 28th day of July 2022, by the following vote:

AYES: Councilmembers Basua, Lopez, MacDonald, Madrigal, Perello, Teran and Zaragoza

NOES: None.

ABSENT: None.

ABSTAIN: None.



John C. Zaragoza, Mayor

ATTEST:

R. Chaparro 7/28/22
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

[Signature] 7/25/2022
Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD
RESOLUTION NO. 15,631

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
CONFIRMING THE NEED TO CONTINUE THE LOCAL EMERGENCY
PURSUANT TO GOVERNMENT CODE SECTION 8630(C)**

WHEREAS, Government Code section 8630 and Chapter 6 of the Oxnard City Code ("OCC") empower the City Manager of the City of Oxnard ("City"), acting in the capacity of the Director of Emergency Services, to request the City Council to proclaim the existence of a local emergency when drought conditions threaten the safety of persons or property within the City; and

WHEREAS, on May 17, 2022, the City Council adopted Resolution 15,568 which proclaimed the existence of a local emergency due to drought conditions and lack of adequate water supply; and

WHEREAS, also on May 17, 2022, the City Council adopted Resolution 15,569 establishing new mandatory water conservation measures; and

WHEREAS, on June 30, 2022, the City Council adopted Resolution 15,628 which determined that there was a need to continue the local emergency due to continued drought conditions and lack of adequate water supply; and

WHEREAS, on July 28, 2022, the City Council adopted Resolution 15,609 which determined that there was a need to continue the local emergency due to continued drought conditions and lack of adequate water supply; and _____

WHEREAS, pursuant to Government Code section 8630(c), the City Council must review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency; and

WHEREAS, the City Council has determined that there is a need to continue the local emergency because the conditions that brought on the May 17, 2022 local emergency persist; and

WHEREAS, pursuant to Government Code section 8634, and Chapter 6 of the City Code, the Director may promulgate orders and regulations necessary to provide for the protection of life and property and shall request the City Council to ratify such orders and regulations; and

NOW, THEREFORE, the City Council of the City of Oxnard resolves that the local emergency declared on May 17, 2022 due to drought conditions and lack of adequate water supply shall remain in effect.

PASSED AND ADOPTED THIS 20 day of September 2022, by the following vote:

AYES: Councilmembers Lopez, MacDonald, Madrigal, Perello and Zaragoza

NOES: None.

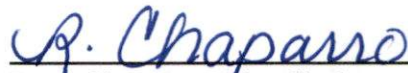
ABSENT: Councilmembers Basua and Teran

ABSTAIN None.

:


John C. Zaragoza, Mayor

ATTEST:

 9/20/22
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

 9/13/2022
Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD
RESOLUTION NO. 15,632

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
RATIFYING AN ORDER ISSUED BY THE DIRECTOR OF EMERGENCY
SERVICES IN RESPONSE TO THE PROCLAMATION OF A LOCAL
EMERGENCY PURSUANT TO GOVERNMENT CODE SECTION 8630 AND
OXNARD CITY CODE CHAPTER 6**

WHEREAS, Government Code section 8630 and Chapter 6 of the Oxnard City Code ("OCC") empower the City Manager of the City of Oxnard ("City"), acting in the capacity of the Director of Emergency Services, to request the City Council to proclaim the existence of a local emergency when drought conditions threaten the safety of persons or property within the City; and

WHEREAS, on May 17, 2022, the City Council proclaimed the existence of a local emergency due to drought conditions and lack of adequate water supply; and

WHEREAS, also on May 17, 2022, the City Council adopted Resolution 15,569 establishing new mandatory water conservation measures; and

WHEREAS, OCC Chapter 6, section 3 subparagraph (C)(1) empowers the City Manager, acting in the capacity of the Director of Emergency Services ("Director"), to promulgate orders and regulations during the existence of a local emergency when drought conditions threaten the safety of persons or property within the City; and

WHEREAS, on September 6, 2022, the Director of Emergency Services, issued DES Order No. 22-04 promulgating water conservation measures in response to the Local Emergency; and

WHEREAS, pursuant to OCC Chapter 6, section 3 subparagraph (C)(1), the Director shall request the City Council to ratify such orders and regulations; and

WHEREAS, the Director has issued DES Order No. 22-04, which supersedes DES Order No. 22-03 in response to the Local Emergency.

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

1. The local emergency declared on May 17, 2022 due to drought conditions and lack of adequate water supply is still in effect.
2. Order 22-04 issued by the Director and attached as **Exhibit A** hereto is necessary to provide for the protection of life and property in response to the Local Emergency and is hereby ratified.

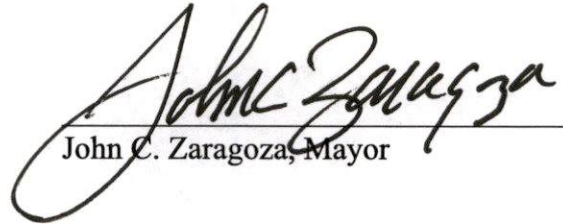
PASSED AND ADOPTED THIS 20 day of September 2022, by the following vote:

AYES: Councilmembers Lopez, MacDonald, Madrigal, Perello and Zaragoza

NOES: None.

ABSENT: Councilmembers Basua and Teran

ABSTAIN: None.


John C. Zaragoza, Mayor

ATTEST:


Rose Chaparro, City Clerk

APPROVED AS TO FORM:

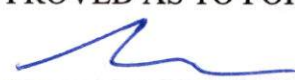
 9/13/2022
Stephen M. Fischer, City Attorney

EXHIBIT A
[Director of Emergency Services Order 22-04]

CITY OF OXNARD

DIRECTOR ORDER NO. 22-04

ORDER OF THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF OXNARD MODIFYING MANDATORY WATER CONSERVATION MEASURES

WHEREAS, Government Code section 8630 in conjunction with Chapter 6, section 3 subparagraph (C)(1) of the Oxnard City Code ("OCC") empower the City Manager of the City of Oxnard ("City"), acting in the capacity of the Director of Emergency Services, to promulgate orders and regulations during the existence of a local emergency when drought conditions threaten the safety of persons or property within the City; and

WHEREAS, on May 17, 2022, the City Council adopted Resolution 15,568 proclaiming the existence of a local emergency due to drought conditions and lack of adequate water supply; and

WHEREAS, also on May 17, 2022, the City Council adopted Resolution 15,569 establishing new mandatory water conservation measures; and

WHEREAS, on June 22, 2022, the City Manager acting as the Director of Emergency Services promulgated Director's Order No. 22-03 updating the City's water conservation measures adopted by the City Council in Resolution 15,569; and

WHEREAS, Stage 2 water shortage conditions exist within the City; and

WHEREAS, a new Director's Order is required to comply with ongoing water conservation mandates from the State of California, the State Water Resources Control Board, the Metropolitan Water District of Southern California, and Calleguas Municipal Water District; and

WHEREAS, the Director of Emergency Services pursuant to OCC section 6-3(C)(1), herein shall issue updated water conservation measures, superseding DES Order No. 22-03, and amending in part the conservation measures set forth in Resolution 15,569; and

WHEREAS, this Director's Order includes the amended mandatory water conservation measures applicable to City water users in bold; and

WHEREAS, on May 24, 2022, the State Water Resources Control Board voted unanimously to implement a statewide ban on the use of potable water for irrigating non-functional turf at commercial, industrial and institutional properties, including Home Owners Associations ("HOAs"); and

WHEREAS, the State Water Resources Control Board has defined non-functional turf, which in general is considered to be turf that is solely ornamental and not regularly used for human recreational purposes or for civic or community events; and

*DES Order No. 22-04
September 7, 2022*

WHEREAS, Non-functional turf is a ground cover surface of mowed grass that is ornamental and not otherwise used for human recreation purposes. Non-functional turf does not include school fields, sports fields, and areas regularly used for civic or community events; and

WHEREAS OCC Sec. 22-136(B)(3) establishes limits on watering duration as follows: “Watering or irrigating of lawns, landscape or other vegetated area with potable water using a landscape irrigation system or a watering device that is not continuously attended is limited to no more than 15 minutes per day per station;” and

WHEREAS, the Metropolitan Water District of Southern California’s (“MWD”) Emergency Water Conservation Program Handbook, at Section 3.1.1., establishes eligible outdoor water restriction criteria as follows: “Metropolitan does not specify the day of the week or any method of even/odd house numbering for the watering restrictions. Metropolitan does, however, require that Member Agencies limit watering times to prevent substitution of water use from restricted days to permitted days. For this purpose, watering duration will be limited to no more than 10 minutes, effective July 1;” and

WHEREAS, the City’s watering duration limitations must be consistent with MWD’s limitations; and

WHEREAS, State Water Project suppliers, including MWD, have indicated their intent to penalize non-compliant purveyors (such as the City) with volumetric penalties of up to \$2,000 per acre-foot that exceeds defined allocations established or do not comply with mandatory restriction criteria; and

WHEREAS, MWD’s Emergency Water Conservation Program Handbook, at Section 3.1.6., establishes exceptions to 1-day outdoor watering restrictions including: “locally-determined exceptions which reflect modest community choice will be considered.”; and

WHEREAS, the State Water Resources Control Board has provided information that signals their intent to prioritize the irrigation of trees to ensure the health of trees and urges the continuation of watering of trees during the drought; and

WHEREAS, Trees provide clean air, reduce urban heat islands, capture stormwater, improve water quality, reduce flood risk, stabilize soil, and provide habitat to wildlife.

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

*DES Order No. 22-04
September 7, 2022*

SECTION 1. The recitals, facts, findings, and conclusions set forth above in the preamble of this Order are true and correct, and are incorporated by reference into this Order as though fully set forth herein.

SECTION 2. Resolution 15,569 is attached hereto and incorporated by reference as though fully set forth herein, as Exhibit A.

SECTION 3. This Director Order supersedes DES Order No. 22-03 issued on June 22, 2022.

SECTION 4. In accordance with Resolution 15,569 the following water conservation measures are in effect during the continued declaration of a local emergency due to drought conditions and lack of adequate water supply:

- a. Watering of lawns, **functional turf**, trees, shrubs, vegetation, landscape and other outside irrigation is prohibited except between 4 p.m. and 9 a.m. or 6 p.m. and 9 a.m. during daylight savings time, no more than once per week.
- b. The following watering schedule is established:
 - i. Odd numbered addresses (Ending in 1, 3, 5, 7, 9): Sundays ONLY.
 - ii. Even numbered addresses (Ending in 0, 2, 4, 6, 8): Saturdays ONLY
 - iii. No watering between 9 a.m. and 4 p.m. (non-daylight savings time)
 - iv. No watering between 9 a.m. and 6 p.m. (daylight savings time)
- c. Exceptions to allow for irrigation outside of the designated periods include (1) the hand watering of trees, **food plants**, or other perennials with use of a container (e.g. bucket or watering can) or a hose fitted with a shut-off nozzle and (2) the use of drip irrigation or other high-efficiency irrigation systems to apply water at a weekly volume consistent with the one-day watering restriction imposed on less efficient irrigation systems.
- d. Irrigation of park and school ground areas with potable water are only permitted during the once weekly designated irrigation periods noted in this Section.
- e. Sports activity fields may irrigate more frequently, but only as necessary, to maintain playing surface quality.
- f. All vegetation within Wildland-Urban Interface and Defensible Space will be maintained as required under Public Resource Code 4291.
- g. The application of potable water to landscapes during and within 48 hours after measurable rainfall is prohibited.

*DES Order No. 22-04
September 7, 2022*

- h. The irrigation of newly constructed homes and building exteriors with potable water is prohibited unless drip or microspray systems are used.
- i. The use of potable water in a fountain or other decorative water feature is prohibited, except where the water is part of recirculating system.
- j. The City must provide prompt notice to customers when information indicates a leak may exist within the end-user's control.
- k. Irrigation of **non-functional** turf on medians with potable water is prohibited.
- l. **Potable water for irrigation of non-functional turf at commercial, industrial and institutional properties, including HOAs, is prohibited.**
- m. **Watering or irrigating of functional turf, landscape or other vegetated area with potable water using a landscape irrigation system or a watering device is limited to no more than 10 minutes per day per station.**
- n. **Trees in public spaces may be irrigated more frequently, but only as necessary, to maintain tree well-being for human health and safety as determined by the Emergency Services Director.**

SECTION 5. The Oxnard Water Division shall take the following actions when water waste is reported or observed:

First Violation	Warning Letter 7 Day Post Letter Follow Up Phone Call	For a first violation, the City shall give written notice of the violation to the customer by personal service, by delivery through regular United States mail addressed to the customer's residence, or any other means reasonably designed to notify the customer of the violation. The notice shall contain a description of violation, educational notice listing all prohibited water waste, and provide resources such as rebate information. Follow up to see if the customer has received the educational letter. Discuss if the issue has been addressed and offer additional information/resources
Second Violation	Notice to Correct	For a second violation, the City shall give a written notice to correct the violation to the customer by personal service, by delivery through regular United States mail addressed to the customer's residence, or any other means reasonably designed to notify the customer of the violation. The notice to correct shall contain a description of the violation, request to correct the violation, a statement of the possible

*DES Order No. 22-04
September 7, 2022*

		penalties for violation, and a statement informing the customer of his/her right to request an adjustment or an appeal.
Third Violation	Citation & Fine	For a third violation, the City shall issue an administrative citation and fine in the amount of \$100 to the customer by personal service, by delivery through regular United States mail addressed to the customer's residence, or any other means reasonably designed to notify the customer of the violation. The citation shall contain a description of the violation, fine amount and a statement informing the customer of his/her right to request an adjustment or an appeal.
Fourth Violation	Citation & Fine	For a fourth violation, the City shall issue an administrative citation and fine in the amount of \$500 to the customer by personal service, by delivery through regular United States mail addressed to the customer's residence, or any other means reasonably designed to notify the customer of the violation. The citation shall contain a description of the violation, fine amount and a statement informing the customer of his/her right to request an adjustment or an appeal.
Fifth / Additional Violations	Citation & Fine	For a fifth violation, the City shall issue an administrative citation and fine in the amount of \$1000 to the customer by personal service, by delivery through regular United States mail addressed to the customer's residence, or any other means reasonably designed to notify the customer of the violation. The citation shall contain a description of the violation, fine amount and a statement informing the customer of his/her right to request an adjustment or an appeal. The City may impose such other penalty or fine as deemed appropriate by the City Manager, and consistent with Oxnard City Code, until such time that the City Manager determines that further violations are not likely to occur.

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*DES Order No. 22-04
September 7, 2022*

SECTION 6. This Director Order shall become effective on September 7, 2022.

SECTION 7. This Director Order shall be given publicity and notice as required by Government Code section 8634.

SECTION 8. The City Clerk shall certify to the adoption of this Order and shall cause a certified Director Order to be filed in the Office of the City Clerk.

Dated: 9/06/2022

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

ATTEST:

APPROVED AS TO FORM:


Rose Chaparro, City Clerk 9/7/22

 9/6/2022
Stephen M. Fischer, City Attorney

DES Order No. 22-04
September 7, 2022

CITY COUNCIL OF THE CITY OF OXNARD
RESOLUTION NO. 15,646

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
CONFIRMING THE NEED TO CONTINUE THE LOCAL EMERGENCY
PURSUANT TO GOVERNMENT CODE SECTION 8630(C)**

WHEREAS, Government Code section 8630 and Chapter 6 of the Oxnard City Code ("OCC") empower the City Manager of the City of Oxnard ("City"), acting in the capacity of the Director of Emergency Services, to request the City Council to proclaim the existence of a local emergency when drought conditions threaten the safety of persons or property within the City; and

WHEREAS, on May 17, 2022, the City Council adopted Resolution 15,568 which proclaimed the existence of a local emergency due to drought conditions and lack of adequate water supply; and

WHEREAS, also on May 17, 2022, the City Council adopted Resolution 15,569 establishing new mandatory water conservation measures; and

WHEREAS, on June 30, 2022, the City Council adopted Resolution 15,628 which determined that there was a need to continue the local emergency due to continued drought conditions and lack of adequate water supply; and

WHEREAS, on July 28, 2022, the City Council adopted Resolution 15,609 which determined that there was a need to continue the local emergency due to continued drought conditions and lack of adequate water supply; and

WHEREAS, on September 20, 2022, the City Council adopted Resolution 15,631 which determined that there was a need to continue the local emergency due to continued drought conditions and lack of adequate water supply; and

WHEREAS, pursuant to Government Code section 8630(c), the City Council must review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency; and

WHEREAS, the City Council has determined that there is a need to continue the local emergency because the conditions that brought on the May 17, 2022 local emergency persist; and

WHEREAS, the City Council ratified Director's Order No. 22-04 on September 20, 2022, and has determined the provisions of that order shall remain in effect and is attached as Exhibit A; and

WHEREAS, pursuant to Government Code section 8634, and Chapter 6 of the City Code, the Director may promulgate orders and regulations necessary to provide for the protection of life and property and shall request the City Council to ratify such orders and regulations.

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NOW, THEREFORE, the City Council of the City of Oxnard resolves that the local emergency declared on May 17, 2022 due to drought conditions and lack of adequate water supply shall remain in effect.

PASSED AND ADOPTED THIS 15 day of November 2022, by the following vote:

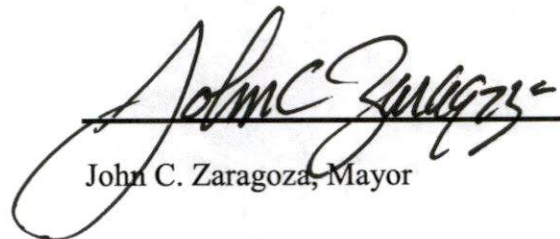
AYES: Councilmembers Basua, MacDonald, Perello, Teran and Zaragoza

NOES: None.

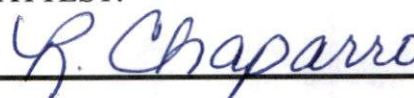
ABSENT: Councilmember Madrigal

ABSTAIN None.

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John C. Zaragoza, Mayor

ATTEST:

 11/15/22

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

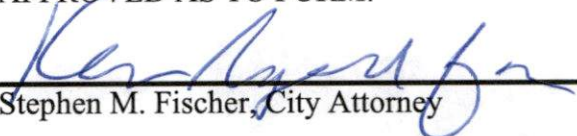

Stephen M. Fischer, City Attorney

EXHIBIT A
(Director of Emergency Services Order 22-04)

CITY OF OXNARD

DIRECTOR ORDER NO. 22-04

**ORDER OF THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF
OXNARD MODIFYING MANDATORY WATER CONSERVATION MEASURES**

WHEREAS, Government Code section 8630 in conjunction with Chapter 6, section 3 subparagraph (C)(1) of the Oxnard City Code ("OCC") empower the City Manager of the City of Oxnard ("City"), acting in the capacity of the Director of Emergency Services, to promulgate orders and regulations during the existence of a local emergency when drought conditions threaten the safety of persons or property within the City; and

WHEREAS, on May 17, 2022, the City Council adopted Resolution 15,568 proclaiming the existence of a local emergency due to drought conditions and lack of adequate water supply; and

WHEREAS, also on May 17, 2022, the City Council adopted Resolution 15,569 establishing new mandatory water conservation measures; and

WHEREAS, on June 22, 2022, the City Manager acting as the Director of Emergency Services promulgated Director's Order No. 22-03 updating the City's water conservation measures adopted by the City Council in Resolution 15,569; and

WHEREAS, Stage 2 water shortage conditions exist within the City; and

WHEREAS, a new Director's Order is required to comply with ongoing water conservation mandates from the State of California, the State Water Resources Control Board, the Metropolitan Water District of Southern California, and Calleguas Municipal Water District; and

WHEREAS, the Director of Emergency Services pursuant to OCC section 6-3(C)(1), herein shall issue updated water conservation measures, superseding DES Order No. 22-03, and amending in part the conservation measures set forth in Resolution 15,569; and

WHEREAS, this Director's Order includes the amended mandatory water conservation measures applicable to City water users in bold; and

WHEREAS, on May 24, 2022, the State Water Resources Control Board voted unanimously to implement a statewide ban on the use of potable water for irrigating non-functional turf at commercial, industrial and institutional properties, including Home Owners Associations ("HOAs"); and

WHEREAS, the State Water Resources Control Board has defined non-functional turf, which in general is considered to be turf that is solely ornamental and not regularly used for human recreational purposes or for civic or community events; and

*DES Order No. 22-04
September 7, 2022*

WHEREAS, Non-functional turf is a ground cover surface of mowed grass that is ornamental and not otherwise used for human recreation purposes. Non-functional turf does not include school fields, sports fields, and areas regularly used for civic or community events; and

WHEREAS OCC Sec. 22-136(B)(3) establishes limits on watering duration as follows: “Watering or irrigating of lawns, landscape or other vegetated area with potable water using a landscape irrigation system or a watering device that is not continuously attended is limited to no more than 15 minutes per day per station;” and

WHEREAS, the Metropolitan Water District of Southern California’s (“MWD”) Emergency Water Conservation Program Handbook, at Section 3.1.1., establishes eligible outdoor water restriction criteria as follows: “Metropolitan does not specify the day of the week or any method of even/odd house numbering for the watering restrictions. Metropolitan does, however, require that Member Agencies limit watering times to prevent substitution of water use from restricted days to permitted days. For this purpose, watering duration will be limited to no more than 10 minutes, effective July 1;” and

WHEREAS, the City’s watering duration limitations must be consistent with MWD’s limitations; and

WHEREAS, State Water Project suppliers, including MWD, have indicated their intent to penalize non-compliant purveyors (such as the City) with volumetric penalties of up to \$2,000 per acre-foot that exceeds defined allocations established or do not comply with mandatory restriction criteria; and

WHEREAS, MWD’s Emergency Water Conservation Program Handbook, at Section 3.1.6., establishes exceptions to 1-day outdoor watering restrictions including: “locally-determined exceptions which reflect modest community choice will be considered.”; and

WHEREAS, the State Water Resources Control Board has provided information that signals their intent to prioritize the irrigation of trees to ensure the health of trees and urges the continuation of watering of trees during the drought; and

WHEREAS, Trees provide clean air, reduce urban heat islands, capture stormwater, improve water quality, reduce flood risk, stabilize soil, and provide habitat to wildlife.

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

*DES Order No. 22-04
September 7, 2022*

SECTION 1. The recitals, facts, findings, and conclusions set forth above in the preamble of this Order are true and correct, and are incorporated by reference into this Order as though fully set forth herein.

SECTION 2. Resolution 15,569 is attached hereto and incorporated by reference as though fully set forth herein, as Exhibit A.

SECTION 3. This Director Order supersedes DES Order No. 22-03 issued on June 22, 2022.

SECTION 4. In accordance with Resolution 15,569 the following water conservation measures are in effect during the continued declaration of a local emergency due to drought conditions and lack of adequate water supply:

- a. Watering of lawns, **functional turf**, trees, shrubs, vegetation, landscape and other outside irrigation is prohibited except between 4 p.m. and 9 a.m. or 6 p.m. and 9 a.m. during daylight savings time, no more than once per week.
- b. The following watering schedule is established:
 - i. Odd numbered addresses (Ending in 1, 3, 5, 7, 9): Sundays ONLY.
 - ii. Even numbered addresses (Ending in 0, 2, 4, 6, 8): Saturdays ONLY
 - iii. No watering between 9 a.m. and 4 p.m. (non-daylight savings time)
 - iv. No watering between 9 a.m. and 6 p.m. (daylight savings time)
- c. Exceptions to allow for irrigation outside of the designated periods include (1) the hand watering of trees, **food plants**, or other perennials with use of a container (e.g. bucket or watering can) or a hose fitted with a shut-off nozzle and (2) the use of drip irrigation or other high-efficiency irrigation systems to apply water at a weekly volume consistent with the one-day watering restriction imposed on less efficient irrigation systems.
- d. Irrigation of park and school ground areas with potable water are only permitted during the once weekly designated irrigation periods noted in this Section.
- e. Sports activity fields may irrigate more frequently, but only as necessary, to maintain playing surface quality.
- f. All vegetation within Wildland-Urban Interface and Defensible Space will be maintained as required under Public Resource Code 4291.
- g. The application of potable water to landscapes during and within 48 hours after measurable rainfall is prohibited.

*DES Order No. 22-04
September 7, 2022*

- h. The irrigation of newly constructed homes and building exteriors with potable water is prohibited unless drip or microspray systems are used.
- i. The use of potable water in a fountain or other decorative water feature is prohibited, except where the water is part of recirculating system.
- j. The City must provide prompt notice to customers when information indicates a leak may exist within the end-user's control.
- k. Irrigation of **non-functional** turf on medians with potable water is prohibited.
- l. **Potable water for irrigation of non-functional turf at commercial, industrial and institutional properties, including HOAs, is prohibited.**
- m. **Watering or irrigating of functional turf, landscape or other vegetated area with potable water using a landscape irrigation system or a watering device is limited to no more than 10 minutes per day per station.**
- n. **Trees in public spaces may be irrigated more frequently, but only as necessary, to maintain tree well-being for human health and safety as determined by the Emergency Services Director.**

SECTION 5. The Oxnard Water Division shall take the following actions when water waste is reported or observed:

First Violation	Warning Letter 7 Day Post Letter Follow Up Phone Call	For a first violation, the City shall give written notice of the violation to the customer by personal service, by delivery through regular United States mail addressed to the customer's residence, or any other means reasonably designed to notify the customer of the violation. The notice shall contain a description of violation, educational notice listing all prohibited water waste, and provide resources such as rebate information. Follow up to see if the customer has received the educational letter. Discuss if the issue has been addressed and offer additional information/resources
Second Violation	Notice to Correct	For a second violation, the City shall give a written notice to correct the violation to the customer by personal service, by delivery through regular United States mail addressed to the customer's residence, or any other means reasonably designed to notify the customer of the violation. The notice to correct shall contain a description of the violation, request to correct the violation, a statement of the possible

*DES Order No. 22-04
September 7, 2022*

		penalties for violation, and a statement informing the customer of his/her right to request an adjustment or an appeal.
Third Violation	Citation & Fine	For a third violation, the City shall issue an administrative citation and fine in the amount of \$100 to the customer by personal service, by delivery through regular United States mail addressed to the customer's residence, or any other means reasonably designed to notify the customer of the violation. The citation shall contain a description of the violation, fine amount and a statement informing the customer of his/her right to request an adjustment or an appeal.
Fourth Violation	Citation & Fine	For a fourth violation, the City shall issue an administrative citation and fine in the amount of \$500 to the customer by personal service, by delivery through regular United States mail addressed to the customer's residence, or any other means reasonably designed to notify the customer of the violation. The citation shall contain a description of the violation, fine amount and a statement informing the customer of his/her right to request an adjustment or an appeal.
Fifth / Additional Violations	Citation & Fine	For a fifth violation, the City shall issue an administrative citation and fine in the amount of \$1000 to the customer by personal service, by delivery through regular United States mail addressed to the customer's residence, or any other means reasonably designed to notify the customer of the violation. The citation shall contain a description of the violation, fine amount and a statement informing the customer of his/her right to request an adjustment or an appeal. The City may impose such other penalty or fine as deemed appropriate by the City Manager, and consistent with Oxnard City Code, until such time that the City Manager determines that further violations are not likely to occur.

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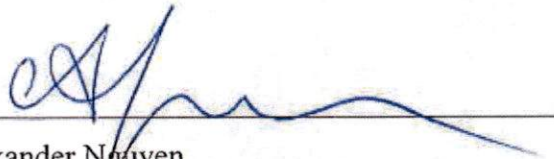
*DES Order No. 22-04
September 7, 2022*

SECTION 6. This Director Order shall become effective on September 7, 2022.

SECTION 7. This Director Order shall be given publicity and notice as required by Government Code section 8634.

SECTION 8. The City Clerk shall certify to the adoption of this Order and shall cause a certified Director Order to be filed in the Office of the City Clerk.

Dated: 9/06/2022

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

ATTEST:

APPROVED AS TO FORM:


Rose Chaparro, City Clerk 9/7/22

 9/6/2022
Stephen M. Fischer, City Attorney

DES Order No. 22-04
September 7, 2022



CITY COUNCIL AGENDA REPORT
CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR
AGENCY/FINANCING AUTHORITY
BUSINESS/COMMITTEE REPORTS
AGENDA ITEM NO. H.1

DATE: January 3, 2023
TO: City Council
FROM: Shiri Klima, Deputy City Manager, (805) 385-7487, shiri.klima@oxnard.org
SUBJECT: Appointment of Members to Serve on the City's CAGs and Boards. (5 minutes)

RECOMMENDATION

That the Mayor, with the approval of the City Council, make the following appointments:

1. To Senior Services Commission: Jeffrey Nevitt (at large) and LaRita Montgomery (D5);
2. To Community Relations Commission: Khalilah Durias (D5);
3. To Planning Commission: Daniel Chavez, Jr. (D5); and
4. To Mobilehome Park Rent Review Board: Efrain Jimenez II (at large).

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/-8ix9rBQQnU>

BACKGROUND

Oxnard City Code section 2-36 states that the Mayor, with the approval of the City Council, shall appoint the members of each Citizen Advisory Group (CAG). The process is outlined in that provision, including nomination by each Council member congruent with his or her term in office. Section 2-37 states that each commissioner shall undergo the City's formal background check procedures before appointment. The Mobilehome Park Rent Review Board is not a CAG, but its establishing ordinance in City Code section 24-5 has similar language, except this Board consists of five (rather than seven) members appointed by the Council at large.

DISCUSSION

The following are some of the City's CAGs and Boards:

1. Senior Services Commission (SSC):

The SSC analyzes, defines and investigates issues and needs of the senior citizens in the City, develops and recommends solutions for problems affecting senior citizens to the City Council and other appropriate community organizations, and disseminates information and educational materials that will assist in enhancing the quality of life of the senior citizens and treatment of senior citizens. The SSC is composed of seven members, all of whom must reside in the City and have reached their 50th birthday. For this purpose, Mayor Zaragoza nominates Jeffrey Nevitt to serve at large and Councilwoman Basua nominates LaRita Montgomery to represent District 5. All nominees have passed the City's formal background check procedures.

2. Community Relations Commission (CRC):

The CRC's powers and duties relate to analyzing, defining and investigating matters involving group prejudices, racial tension, intolerance or differences in treatment or favoritism of a person on a basis other than individual merit. The CRC promotes mutual understanding and respect--including through educational campaigns--among all residents to discourage

or prevent the aforementioned negative practices. The CRC is composed of seven members, all of whom must reside in the City and be over the age of 18. For this purpose, Councilwoman Basua nominates Khalilah Durias to represent D5, who has passed the City's formal background check procedures.

3. Planning Commission:

The Planning Commission is charged with various functions and duties throughout the Oxnard City Code and the California Government Code, including preparing, reviewing and revising the City's General Plan; implementing that General Plan through various specific plans, zoning and subdivision ordinances; promoting the coordination of local plans and programs with the plans and programs of other public agencies; annually reviewing the City's capital improvement program for consistency with that General Plan; ensuring conformity with the General Plan for any real property acquired for public purposes or for any public building or structure constructed or authorized; and ensuring conformity with the General Plan for any real property disposed of or for any street vacated or abandoned. The Planning Commission is composed of seven members, all of whom must reside in the City and be over the age of 18. For this purpose, Councilwoman Basua nominates Daniel Chavez, Jr. to represent D5, who has passed the City's formal background check procedures.

4. Mobilehome Park Rent Review Board (MPRRB):

The MPRRB is charged with collecting evidence and information, initiating investigations, scheduling and conducting hearings or appeals, and issuing written findings and decisions to protect the mobilehome owners in the City from excessive rents and to protect their investment in their homes while at the same time providing for a fair return for mobilehome park owners. The MPRRB is composed of five members at large who are not connected with the real estate or rental housing industry for their personal financial gain and who are not residents of, nor have any financial interest in, any mobilehome or mobilehome park. For this purpose, the Council nominates Efrain Jimenez II, who has passed the City's formal background check procedures.

Staff will return on a rolling basis with additional Council nominations to fill the remaining vacancies in the City's CAGs, Committees, and Boards.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Samantha Shapiro, Project Manager

ATTACHMENTS

1. Presentation

Appointment of Members to Serve on the City's CAGs and Boards

City Council

January 3, 2023

Samantha Shapiro, Project Manager

That the Mayor, with the approval of the City Council, make the following appointments:

1. To Senior Services Commission: Jeffrey Nevitt (at large) and LaRita Montgomery (D5);
2. To Community Relations Commission: Khalilah Durias (D5);
3. To Planning Commission: Daniel Chavez, Jr. (D5); and
4. To Mobilehome Park Rent Review Board: Efrain Jimenez II (at large).

SENIOR SERVICES COMMISSION

Function	Analyzes, defines and investigates issues and the needs of senior citizens in the City and advises the City Council on such matters; Develops and recommends solutions for problems affecting senior citizens to the City Council and other appropriate community organizations; and Disseminates information and educational materials and reports that will assist in enhancing the quality of life of senior citizens and the treatment of senior citizens.
Requirements	•7 members •Resident of the City •Must have reached their 50th birthday
Nomination	•Mayor Zaragoza nominates Jeffrey Nevitt (at large) •Councilwoman Basua nominates LaRita Montgomery (D5)

COMMUNITY RELATIONS COMMISSION

Function	• Analyzing, defining and investigating matters involving group prejudices, racial tension, intolerance or differences in treatment or favoritism of person on a basis other than individual merit • Promoting mutual understanding and respect--including through educational campaigns--among all residents to discourage or prevent the aforementioned negative practices
Requirements	7 members must reside in City and be over age 18
Nomination	•Councilwoman Basua nominates Khalilah Durias (D5)

PLANNING COMMISSION

Function	• Preparing, reviewing and revising General Plan • Implementing General Plan through various specific plans, zoning and subdivision ordinances • Promoting coordination of local plans and programs with the plans and programs of other public agencies • Annually reviewing City's capital improvement program for consistency with General Plan • Ensuring General Plan conformity for real property acquired/disposed of, public building/structure constructed, or street vacated/abandoned
Requirements	7 members must reside in City and be over age 18
Nomination	•Councilwoman Basua nominates Daniel Chavez, Jr. (D5)

MOBILEHOME PARK RENT REVIEW BOARD (MPRRB)

Function	The MPRRB is charged with collecting evidence and information, initiating investigations, scheduling and conducting hearings or appeals, and issuing written findings and decisions to protect the mobilehome park owners in the City from excessive rents and to protect their investment in their homes while at the same time providing for a fair return for mobilehome park owners.
Requirements	5 members at large who are not connected with the real estate or rental housing industry for their personal financial gain and who are not residents of, nor have any financial interest in, any mobilehome or mobilehome park.
Nomination	The Council nominates Efrain Jimenez II (at large)



THE END



CITY COUNCIL AGENDA REPORT

CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR AGENCY/FINANCING AUTHORITY BUSINESS/COMMITTEE REPORTS AGENDA ITEM NO. H.2

DATE: January 3, 2023

TO: City Council

FROM: Stephen Fischer, City Attorney, (805) 385-7483, stephen.fischer@oxnard.org

SUBJECT: Resolution Supporting the LGBTQ+ Community.

RECOMMENDATION

That the City Council adopt a resolution declaring the City of Oxnard's solidarity and support for the lesbian, gay, bisexual, transgender, and queer (LGBTQ+) community and opposing discrimination based on sexual orientation and gender identity or expression.

BACKGROUND

Councilmember Teran has proposed the City Council consider a resolution declaring the City's solidarity with the LGBTQ+ community, support for the rights, freedoms, and equal treatment of LGBTQ+ people in the City of Oxnard and the United States, and opposition to discrimination based on sexual orientation and gender identity or expression. Councilmember Teran's proposal is in response to the November 19, 2022 shooting at Club Q, an LGBTQ+ bar in Colorado Springs, Colorado, and the increasing instances of anti-LGBTQ+ legislation being introduced across the United States. These violent and discriminatory actions have raised more than concern within the City of Oxnard. The City seeks to address these issues in declaring its support for the LGBTQ+ community. This resolution acknowledges the LGBTQ+ community, the historical and continuing contributions of LGBTQ+ people to society, the inequities LGBTQ+ people experience, and the intolerance and hate-motivated attacks and actions LGBTQ+ people continue to face.

DISCUSSION

The City of Oxnard is a diverse and multicultural community and all of its residents deserve to feel safe and welcome. As a local government, the City of Oxnard has a duty to support all of its residents, including those who are a part of the LGBTQ+ community. The City of Oxnard is therefore in the best position to make decisions that fully include and protect LGBTQ+ people. Declaring the City's support is necessary to advocate for the LGBTQ+ community, oppose discriminatory practices and policies, and reject misinformation that perpetuates violence and discrimination against LGBTQ+ people.

LGBTQ+ people continue to face discrimination and inequities in many sectors, including education, health care, housing, and immigration. This has led a disproportionate number of LGBTQ+ people to experience poverty. Exacerbating the issue are states with no explicit ban on discrimination based on sexual orientation or gender identity. In 2019, thirty states had no explicit ban on such discrimination in the workplace, housing, or public accommodations, and thirty-five states had no explicit ban on discrimination in education. Government policies and laws should not permit discrimination and violence against LGBTQ+ people. And yet, 2021 saw seventeen anti-LGBTQ+ bills enacted across the United States, while more than 250 anti-LGBTQ+ bills have been introduced in state legislatures, and twenty-four bills enacted, so far this year.

Anti-LGBTQ+ sentiments and violence against LGBTQ+ people have been on the rise in recent years, with a specific surge in violence being against transgender people. Overall, LGBTQ+ people are almost four times more likely to be victims of violent crime than heterosexual and cisgender people, and LGBTQ+ people with intersecting identities face

violence and discrimination at even higher rates. A 2020 FBI report notes hate crimes based on sexual orientation are the third most common behind race and religion.

STRATEGIC PRIORITIES

This agenda item is a routine operational item and does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Chelsey Ballot, Deputy City Attorney

ATTACHMENTS

1. LGBTQ+ Solidarity Resolution

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD DECLARING THE CITY OF OXNARD'S SOLIDARITY AND SUPPORT FOR THE LESBIAN, GAY, BISEXUAL, TRANSGENDER, AND QUEER (LGBTQ+) COMMUNITY AND OPPOSING DISCRIMINATION BASED ON SEXUAL ORIENTATION AND GENDER IDENTITY OR EXPRESSION

WHEREAS, the City of Oxnard is a diverse and multicultural community and all of its residents deserve to feel safe and welcome; and

WHEREAS, the City of Oxnard values and recognizes the LGBTQ+ community and the historical and continuing contributions of LGBTQ+ people in multiple fields including education, law, health, business, science, research, economic development, architecture, fashion, sports, government, music, film, politics, technology, literature, and civil rights; and

WHEREAS, LGBTQ+ people continue to face discrimination and inequities in employment, healthcare, education, housing, and many other areas of society; and

WHEREAS, the City of Oxnard will not support discriminatory actions directed toward LGBTQ+ people; and

WHEREAS, although there has been progress towards acceptance and equality, members of the LGBTQ+ community continue to face intolerance and hate-motivated attacks; and

WHEREAS, LGBTQ+ people are almost four times more likely to be a victim of a violent crime than heterosexual and cisgender people; and

WHEREAS, fatal violence against LGBTQ+ people has dramatically increased in recent years; and

WHEREAS, violence and discrimination against LGBTQ+ people is too often a reflection of the policies and laws of local and state governments; and

WHEREAS, 2021 saw the most anti-LGBTQ+ legislation introduced across the United States; and

WHEREAS, in 2019, thirty states had no explicit ban on discrimination based on sexual orientation and gender identity in the workplace, housing, or public accommodations, and thirty-five states had no explicit ban on discrimination against LGBTQ+ individuals in education; and

WHEREAS, equality for LGBTQ+ people and their families should be met with the support of local leaders who are in a position to make decisions that fully include and protect LGBTQ+ people.

NOW, THEREFORE, the City Council of the City of Oxnard resolves that the City of Oxnard hereby declares its solidarity with the LGBTQ+ community, support for the rights, freedoms, and equal treatment of LGBTQ+ people in the City of Oxnard and the United States, opposition to discrimination based on sexual orientation and gender identity or expression; and encouragement of other cities and states to take similar action to ensure inclusiveness throughout the United States.

PASSED AND ADOPTED THIS 3rd day of January, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

John C. Zaragoza, Mayor

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.1

DATE: January 3, 2023
TO: City Council
FROM: Rose Chaparro, City Clerk, (805) 385-7805, rose.chaparro@oxnard.org
SUBJECT: Approval of Minutes.

RECOMMENDATION

That the City Council approve the minutes of the December 6, 2022 regular meeting and December 7, 2022 special meeting as presented.

BACKGROUND

Approval of Minutes.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Rose Chaparro, City Clerk

ATTACHMENTS

1. MINUTES 12 06 2022 CC Regular Meeting
2. MINUTES 12 07 2022 CC Special Meeting

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
December 6, 2022

A. ROLL CALL, POSTING OF AGENDA

At 5:02 p.m., Mayor John C. Zaragoza 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, Oscar Madrigal, Bert E. Perello, Gabriel (Gabe) Teran, Mayor Pro Tem Bryan A. MacDonald, and Mayor John C. Zaragoza were present. Councilmember Oscar Madrigal joined the meeting at 6:14 p.m.

Staff members present in person were Alexander Nguyen, City Manager; Ashley Golden, Assistant City Manager; Kenneth Rozell, Chief Assistant City Attorney; Joe Pearson II, AICP, Planning & Sustainability Manager; Jay Dobrowalski, Senior Planner; John Colamarino, Assistant Fire Chief; Dee Lai, Assistant City Clerk and Rose Chaparro, City Clerk.

Staff members Michael Wolfe, Public Works Director and Joseph Marcinko, Assistant Public Works Director participated via videoconference.

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council

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

C. CLOSED SESSION (5:00 PM)

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code section 54956.9(d)(1))
City of Oxnard v. Fox Canyon Groundwater Management Agency, Los Angeles Superior Court Case No. 20STCP00929, a Petition for Writ of Mandate and Complaint for Declaratory and Injunctive Relief.

At 5:04 p.m., the City Council recessed to a closed session. At 6:02 p.m., the City Council reconvened in open session in the Council Chambers. The City Attorney announced that there were no reportable actions out of closed session.

D. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

E. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA (None received.)

F. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

1. City Manager Department

SUBJECT: COVID-19 Update from Director of Emergency Services.

RECOMMENDATION: That the City Council re-authorize remote teleconference meetings of the legislative bodies of the City of Oxnard in accordance with Assembly Bill 361 based on the following findings: (i) the current COVID-19 situation, particularly with its variants, is causing,

and will continue to cause, imminent risks to the health and safety of persons within the City, including City Council members, City staff, appointed officials, and members of the public; (ii) state and local officials continue to impose or recommend measures to promote social distancing; and (iii) the Governor's COVID-19 State of Emergency is still in effect; and (iv) numerous public agencies throughout Ventura County are still operating in accordance with Assembly 361, for the reasons stated herein.

It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Perello, to approve the recommended action as presented. VOTE: Basua, MacDonald, Perello, Teran, and Zaragoza voted in favor; motion passed 5-0. Councilmember Madrigal was absent during this vote.

At 9:58 p.m. City Council voted to continue the meeting past 10:00 p.m., and take action on the remainder of the items on the agenda.

It was moved by Councilmember Perello, seconded by Councilmember Madrigal, to approve the recommended action as presented. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, and Zaragoza voted in favor; motion passed 6-0.

G. PUBLIC HEARINGS

1. Community Development Department

SUBJECT: Appeal of Planning and Zoning Permit No. 18-500-02 (Special Use Permit); Undeveloped parcel (approximately 34 acres) located at the southeast corner of Hueneme Road and Perkins Road; APNs: 231-0-092-105 and 231-0-092-245 Project Name: Port of Hueneme - Temporary Outdoor Vehicle Storage Facility. (240 minutes)

RECOMMENDATION: That the City Council conduct a public hearing and:

1. Adopt **Resolution #15,647** certifying Final Environmental Impact Report (EIR) No. 22-01 for the Port of Hueneme - Temporary Outdoor Vehicle Storage Facility (Governor's Office of Planning and Research State Clearinghouse No. 2020069039); and
2. Adopt **Resolution #15,648** denying the appeal and uploading the Planning Commission's decision to grant Planning and Zoning Permit No. 18-500-02 (Special Use Permit) for a vehicle storage facility, subject to certain findings and conditions.

(This item did not originate in Committee.)

The City Clerk announced the affidavit of publication and stated that written communications were received and provided to Council. Joe Pearson II, AICP, Senior Planner; Kenneth Rozell, Chief Assistant City Attorney; Ashley Golden, Assistant City Manager; Christine Deacon, Client Relations Manager and Miguel Rodriguez, Community Outreach Manager at the Port of Hueneme presented and answered questions.

The City Council members disclosed and reported on the ex parte communications that they received. Each councilmember provided a summary of the ex parte communications received.

Fernando Gaytan, Senior Attorney at Earthjustice, presented for the appellant.

Mayor Zaragoza opened the public testimony portion of the public hearing. Public comments were received from Joy, Kobayashi, Shirley Godwin, Liz Lamar, Cesar Hernandez, Haley Ehlers, Jennifer

Martinez, Jonathan Ullman, Nancy Lindholm, Raudel Flores, Serge Sinanian, Cristian Munoz, Veronica Munoz, Javier Gomez, Cassie Chacon, Daniel Gonzalez, Daniel Mora, Jess Herrera, Jess Ramirez, Mary Anne Rooney, Alex Perez, Pedro Toscano, Jonathan Duran, Saul Escobedo, Lucia Marquez (CAUSE), Sofia Magallon, Yuritza Ventura, Zaide Pasion, Saul Medina, Oliver Martinez, Kishina Kea, Shekinah Adrelas, Jeremy Meyer, Johnny Escobar, Joshua Medrano, Natalie Ospinosa, Kyle Emmanuel De La Torre, Johanna Martinez, Janet Ritza, Art Chavez, Carolina Gallardo Magana, Agle Rosales (youth), Jenu Alla (youth), Odette Moron, Terin Schmitt, Marbely Cruz (youth), Bobby Martinez, Dean Claxton, Gisela Gonzalez, Anthony Mireles, Pat Brouri, Brenda Heredia, Daniela Aguirre, Haley Ehlers, Kari Aist, Kathy Weathermen, Lucy Cartagena, Vanessa Buenrostro, Manuel Delgado, Rick Castaniero, Emmanuel Delgado, Jose Del Rio, Arthur Valenzuela Jr., Celina Zacarias, Len, Raul Lopez, Trish, Victor, and Jose Garcia

Without objection, the Council approved closing the public testimony portion of the public hearing. Discussion ensued among the Council and staff.

It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Perello, to approve the recommended action as presented. VOTE: MacDonald, Madrigal, Perello, Teran, and Zaragoza voted in favor; Basua voted against; motion passed 5-1.

H. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 10:16 p.m.

ROSE CHAPARRO

City Clerk

JOHN C. ZARAGOZA

Mayor

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
December 7, 2022
SPECIAL COUNCIL MEETING

A. ROLL CALL, POSTING OF AGENDA

At 5:02 p.m., Mayor John C. Zaragoza called to order the regular meeting of the Oxnard City Council (concurrently with the Oxnard Housing Authority), in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The Assistant City Clerk called the roll and announced the posting of the agenda. Councilmembers Gabriela Basua, Oscar Madrigal, Bert E. Perello, Gabriel (Gabe) Teran, Mayor Pro Tem Bryan A. MacDonald, and Mayor John C. Zaragoza were present.

Councilmembers Gabe Teran and Bert Perello participated via videoconference.

Housing Authority Commissioner Jose Andrade was present in person and Commissioner Francisco Vega participated via videoconference.

Councilmember Oscar Madrigal joined the meeting at 7:22 p.m.

Staff members present in person were Alexander Nguyen, City Manager; Ashley Golden, Assistant City Manager; Shiri Klima, Deputy City Manager; Stephen M. Fischer, City Attorney; Ken Rozell, Chief Assistant City Attorney; John Colamarino, Assistant Fire Chief; Michael Wolfe, Public Works Director; Tatiana Arnaout, City Engineer; Terrell Harrison, Cultural and Community Services Director; Steve Naveau, Human Resources Director; Mike More, Human Resources Manager; Emilio Ramirez, Housing Director; Elsa Brown, Affordable Housing Manager; Joe Pearson, Planning and Sustainability Manager; Kathleen Mallory, Planning and Sustainability Manager; and Dee Lai, Assistant City Clerk.

Staff members Betsy George, Chief Financial Officer and Jennifer Hiraoka, Senior Manager Internal Controls participated via videoconference.

Henry Casillas, M.A., California Realty Ventures, Real Estate Broker also participated via videoconference.

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council, Community Development Commission Successor Agency, and Housing Authority.

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

C. CLOSED SESSION (5:00 PM)

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS – (Government Code section 54956.8)
Property: Oxnard Transportation Center, Fourth Street and Oxnard Boulevard (APNs 201021138, 201016012, 201016013, 201016011, 201016010, 201016009, 201016008, 201016007, 201021130, 201021104, 201021136, 201021122, 201021123, 201021115, 201021114, 201021113, 201021112, and 201021111)
Agency Negotiator: Emilio Ramirez, Housing Director; Ashley Golden, Assistant City Manager; Alex Nguyen, City Manager;

Negotiating Party: Hugo Martinez, WPH Holdings
Under Negotiation: Price and terms of payment
Legislative Body: City Council

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

Property: Plaza Park East (APNs 202010524, 202010522, 202010520, 202010512, 202010518, 202010523, 202010521, 202010519 and 202010517)

Agency Negotiator: Emilio Ramirez, Housing Director; Ashley Golden, Assistant City Manager; Alex Nguyen, City Manager;

Negotiating Party: Hugo Martinez, WPH Holdings
Under Negotiation: Price and terms of payment
Legislative Body: City Council

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

Property: Plaza Park North (APNs 202010121, 202010123, 202010120, 202010122, 202010143, 202010137, 202010135, 202010133, 202010131, 202010129, 202010127, 202010125, 202010136, 202010140 and 202010141)

Agency Negotiator: Emilio Ramirez, Housing Director; Ashley Golden, Assistant City Manager; Alex Nguyen, City Manager;

Negotiating Party: Vince Daly, The Daly Group
Under Negotiation: Price and terms of payment
Legislative Body: City Council

At 5:05 p.m., the City Council recessed to a closed session. At 6:03 p.m., the City Council reconvened in open session in the Council Chambers. The City Attorney announced that there were no reportable actions out of closed session.

D. OPENING CEREMONIES (6:00 PM)

The flag salute was followed by a moment of silence.

E. CEREMONIAL ITEMS

1. SUBJECT: Special Guest from the North Pole.

Santa Claus came to visit the City of Oxnard from the North Pole to spread some holiday cheer.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Douglas Partello (Cabrillo Neighborhood Council meeting agenda packet, City's pension debt and bond debt).

G. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

H. CITY COUNCIL REPORTS

Councilmember Basua expressed her condolences to the Stocks family on the passing of Steven W. Stocks, former President of the Board of Trustees for the Oxnard Union High School.

Councilmember Perello thanked the residents and volunteers who donated funds and food for the

2022 Annual Channel Islands Harbor Holiday Food & Toy Drive held at the Fisherman's Wharf.

Councilmember Teran invited resident to attend their upcoming South Bank Neighborhood Council meeting. He thanked the Recreation and Community Services Department staff for organizing the 2022 Oxnard Christmas Parade and the City of Oxnard Tree Lighting Ceremony Downtown at Plaza Park. He also thanked the Public Works Department staff and contractors for the great work being done on the Doris Construction project. He congratulated the Oxnard College Men's soccer team who won the California State Championship Title.

Mayor Pro Tem MacDonald announced the upcoming Santa To The Sea Half Marathon which is a great way to celebrate festive cheer with the entire family. This point to point course starts at the historic Santa Claus, off the 101 freeway, runs through Oxnard's famous strawberry fields, then through downtown Oxnard.

Mayor Zaragoza also thanked the City staff and volunteers who organized the 2022 Oxnard Christmas Parade and the City of Oxnard Tree Lighting Ceremony Downtown at Plaza Park. He said that the events were well attended and that everyone had a great time. He wished everyone happy holidays.

I. REVIEW OF INFORMATION/CONSENT AGENDA

Items K-1 through K-9 were discussed among the Council and staff.

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Ray Blattel (K.2).

K. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the November 1, 2022 regular meetings as presented.

2. Human Resources Department

SUBJECT: Memorandum of Understanding - Oxnard Public Safety Managers Association.

RECOMMENDATION: That the City Council of the City of Oxnard adopt **Resolution No. 15,649** approving the successor Memorandum of Understanding between the City of Oxnard and the Oxnard Public Safety Managers Association and authorizing the City Manager or designee to take the necessary administrative actions to implement the agreement.

3. Housing Department

SUBJECT: Loan Agreement between the City of Oxnard and the Oxnard Housing Authority for the Acquisition of Oxnard Community Development Commission Successor Agency-owned property for the future development of affordable housing in the Meta Street area.

RECOMMENDATION: 1. That the City Council adopt **Resolution No. 15,650** approving and authorizing the City Manager or Designee to execute and take all needed actions in consultation with the City Attorney relative to entering into a Loan Agreement with Oxnard Housing Authority for the acquisition of property designated as Assessor Parcel Numbers 201-0-213-130

and 140 and 201-0-272-020 and 030 located in the City of Oxnard and other matters pertaining thereto;

2. That the Board of Commissioners of the Housing Authority of the City of Oxnard adopt **Housing Authority Resolution No. HA 1335** approving and authorizing the Housing Director to take all needed actions in consultation with general counsel relative to entering into a Loan Agreement with the City of Oxnard for the acquisition of property designated as Assessor Parcel Numbers 201-0-213-130 and 140 and 201-0-272-020 and 030 located in the City of Oxnard and other matters pertaining thereto; and

3. The City Council approve a budget appropriation of \$212,740 from the Affordable Housing In-Lieu Fund.

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on October 25, 2022.)

4. Housing Department

SUBJECT: Pleasant Valley Window Replacement Project for Public Housing Units located at Squires Drive and Trevino Terrace.

RECOMMENDATION: That the Board of Commissioners of the Housing Authority of the City of Oxnard:

Approve and authorize the Chairman to execute a firm-fixed price contract in the amount of \$1,017,512.98 with Newton Construction & Management (Agreement number A-8498) using funds appropriated from the 2022 Capital Fund grant to replace windows at the Pleasant Valley Village public housing site.

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on October 25, 2022.)

5. Housing Department

SUBJECT: Oxnard Housing Authority's purchase of two multi-family residential properties, for one dollar, located at 2051 Mariposa Street and 1250 Azalea Street from the City of Oxnard.

RECOMMENDATION: 1. That the City Council:

- i. Adopt **Resolution No. 15,651** authorizing the City Manager or designee to execute and take all needed actions in consultation with the City Attorney relative to entering into a Purchase and Sale Agreement and a Regulatory Agreement and a Declaration of Restrictive Covenants by and between the City of Oxnard and the Housing Authority of the City of Oxnard for the sale of two multi-family residential properties located at 2051 Mariposa Street and 1250 Azalea Street;
- ii. Authorize the transfer of \$183,720.32 from Fund 219 to the Housing Authority of the City of Oxnard; and
- iii. Authorize the transfer of \$116,279.68 from the Inclusionary In-Lieu Fund (Fund Number 371) to the Housing Authority of the City of Oxnard

2. That the Board of Commissioners of the Housing Authority of the City of Oxnard:

- i. Adopt **Housing Authority Resolution No. HA 1336** approving and authorizing its Executive Director or designee to execute and take all needed actions in consultation with Authority's General Counsel relative to entering into a Purchase and Sale Agreement and a Regulatory Agreement and a Declaration of Restrictive Covenants by and between the City of Oxnard and the Oxnard Housing Authority for the sale of two multi-family residential properties located at 2051 Mariposa Street and 1250 Azalea Street;
- ii. Accept the transfer of \$183,720.32 from Fund 219 from the City of Oxnard; and
- iii. Accept the transfer of \$116,279.68 from the Inclusionary In-Lieu Fund (Fund Number 371) from the City of Oxnard.

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on October 25, 2022.)

6. Fire Department

SUBJECT: Appropriation of Wildland Fire Reimbursement Revenue.

RECOMMENDATION: That City Council appropriate \$303,068 to the Fire Department to restore the Department's original training budget; to improve and expand training related to mutual aid response; and to acquire equipment and supplies needed for mutual aid response to wildland fire events.

(Finance and Governance Committee approved 3-0 on October 25, 2022.)

7. Fire Department

SUBJECT: Authorization to submit grant applications to Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (Matching requirement of up to \$153,622).

RECOMMENDATION: That City Council adopt **Resolution No. 15,654**:

1. Authorizing the submission of seven (7) grant applications to the FEMA Assistance to Firefighters Grant for \$1,689,842, including a 10% local match for the purpose of procuring ten (10) LUCAS devices, a Type 3 apparatus, an air compressor, paramedic school, and USAR, HazMat and Fire Prevention training;
2. Authorizing the City Manager or designee to execute the grant agreements if grant funds are awarded to the City;
3. Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims for the use of match and grant funds and perform all other required financial actions; and
4. Authorizing the Fire Chief or designee to submit non-financial reports.

8. Community Development Department

SUBJECT: Adoption **Resolution No. 15,652** Approving the Final Climate Action and Adaptation Plan.

RECOMMENDATION: That the City Council adopt **Resolution No. 15,652** approving the Addendum to 2030 General Plan Certified Program Environmental Impact Report (PEIR; SCH # 2007041024) and the Final Climate Action and Adaptation Plan (CAAP).

9. Finance Department

SUBJECT: Accounting and Financial Reporting Risk Assessment Update.

RECOMMENDATION: That the City Council receive the Risk Assessment Update regarding accounting and financial reporting as part of the Internal Control Integrated Framework pursuant to City of Oxnard Finance Policy (FPOL) 1.05.

(Finance and Governance Committee approved 3-0.)

Council made a motion to vote on the Housing Authority Consent Agenda Items K.3, K.4, & K.5 separately:

It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Basua, to approve the recommended action. VOTE: Basua, MacDonald, Teran, and Zaragoza voted in favor; motion passed 4-0. Councilmembers Madrigal and Perello were absent during this vote.

Housing Authority Consent Items No. K.3 - K.5:

It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Basua, to approve the recommended action as presented. VOTE: Basua, MacDonald, Teran, Zaragoza, Commissioners Andrade and Vega voted in favor; motion passed 6-0. Councilmembers Madrigal and Perello were absent during this vote.

Consent Items K.1 - K.2 and K.6 - K.9:

It was moved by Councilmember Basua, seconded by Mayor Pro Tem MacDonald, to approve the recommended action as presented. VOTE: Basua, MacDonald, Teran, and Zaragoza voted in favor; motion passed 4-0. Councilmembers Madrigal and Perello (internet connection issue) were absent during this vote.

L. PUBLIC HEARINGS

1. Community Development Department

SUBJECT: General Plan Amendment to the 2030 Safety & Hazards Chapter (Planning & Zoning Permit No. 22-620-01). (30 minutes)

RECOMMENDATION: That the City Council conduct a public hearing and approve **Resolution No. 15,653** (1) amending the Safety & Hazards Chapter (Chapter 6) and Implementation Chapter (Chapter 9) of the City's 2030 General Plan to make reference to the Local Hazard Mitigation Plan and (2) determining that the amendment is exempt from review under the California Environmental Quality Act pursuant to CEQA Guidelines Section 15061(b)(3).

(This item did not originate in Committee.)

The City Clerk announced the affidavit of publication and stated that no written communications were received.

Kathleen Mallory, Planning & Sustainability Manager presented and answered questions.

Mayor Zaragoza opened the public testimony portion of the public hearing. No public comments were received.

Without objection, the Council approved closing the public testimony portion of the public hearing. Discussion ensued among the Council and staff.

It was moved by Councilmember Basua, seconded by Councilmember Perello, to approve the recommended action as presented. VOTE: Basua, Perello, Teran, MacDonald and Zaragoza voted in favor; motion passed 5-0. Councilmember Madrigal was absent.

M. REPORTS

1. Community Development Department

SUBJECT: Project Name: Encanto Homes Affordable Housing In-Lieu Fee Request: Planning and Zoning (PZ) Permit No. 22-600-03 (Pre-Application) located at 1101 and 1111 West Second Street & 1101 West First Street. (20 minutes)

RECOMMENDATION: That the City Council allow the payment of the City's Affordable Housing In-Lieu Fee estimated at \$473,000 instead of constructing three low income affordable housing units onsite for an approved 27-unit residential project.

(This item did not originate in Committee.)

Ashley Golden, Assistant City Manager presented and answered questions. Public comments were received from Douglas Partello and Henry Alvarado. Discussion ensued among the Council and staff.

It was moved by Councilmember Teran, seconded by Councilmember Basua, to approve the recommended action as presented. VOTE: Basua, Perello, Teran, and Zaragoza voted in favor; motion passed 4-0. Mayor Pro Tem MacDonald abstained due to project location. Councilmember Madrigal was absent.

2. Public Works Department

SUBJECT: Second Amendment to Professional Services Agreement A-8294 with Brown and Caldwell for Primary Clarifiers and Activated Sludge Basins Improvement Project PW 21-17. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize the execution of a Second Amendment to a Professional Services Agreement with Brown and Caldwell to increase the not to exceed amount from \$1,173,413 to \$1,212,473 for additional design work required for the Primary Clarifiers & Activated Sludge Improvements.

(This item is categorically exempt from the California Environmental Quality Act pursuant to 14 C.C.R. § 15306)

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

Tatiana B. Arnaout, P.E., City Engineer presented and answered questions. No public comments were received.

It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Basua, to approve the

recommended action as presented. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, and Zaragoza voted in favor; motion passed 6-0.

N. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 7:32 p.m.

ROSE CHAPARRO

City Clerk

JOHN C. ZARAGOZA

Mayor



CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA

AGENDA ITEM NO. K.2

DATE: January 3, 2023

TO: City Council

FROM: Helen Miller, Chief Information Officer, (805)385-7446, helen.miller@oxnard.org

SUBJECT: City of Oxnard Website and Email Update (change from .org to .gov).

RECOMMENDATION

That the City Council approve and authorize the Mayor to sign the required federal government authorization letter(s) requesting and maintaining the City of Oxnard's registration of the City's chosen .gov domain name(s) used for City website and online services, including City email.

(Finance and Governance Committee approved 3-0)

BACKGROUND

The federal government passed the DOTGOV Online Trust in Government Act in December 2020. The Act encourages state and local agencies to shift to a .gov website domain from a .com or .org website domain. The Act includes support from the federal government such as technical services and security enhancements as it transfers .gov website security over to the Department of Homeland Security's Cybersecurity and Infrastructure Security Agency (CISA).

The Act's overarching benefit is the strengthening of government website security. Local government benefits include the waiving of all registration costs, improved cybersecurity, and enhanced trust among citizens. This is an important pathway as local governments have been a favorite target of cyber criminals, making up 44% of global ransomware cyber-attacks in 2020 per a study by Barracuda Networks.

The choice to transition the City to .gov is aimed at maintaining the public's trust and enhancing the City's online presence and services. The City of Oxnard's domain name is central to our brand and availability on the internet. Moving to .gov makes it easier for the public to know they are accessing official city services and information. It is also key to our organization's security and protecting users such as staff, residents, vendor partners, and the general public from online threats ranging from phishing attempts to misinformation or scam websites. Also, the timing for a .gov transition is ideal because the City is currently implementing a new modern public website estimated to roll out in the summer/fall of 2023.

DISCUSSION

Transitioning the City of Oxnard from our current .org domain to the more secure .gov domain will make it easy to identify our City as an established US-based government organization on the internet. This is because .gov can only be issued by the US government and requires registrants to submit evidence that they are a legitimate government entity. This makes it much harder to spoof a website or create malicious links to non-government sites.

City staff also anticipate that the federal government may, in the future, require .gov as a prerequisite for local governments to qualify for federal and state grant opportunities. Transitioning prior to .gov becoming a mandate means the City will be ready to take timely advantage of future cybersecurity or cyber-maturity dependent grant opportunities.

The City must register for its .gov name by completing and remitting a predefined federal government authorization letter

template on City letterhead and signed by the City's highest-level elected official, the Mayor. The letter requests the desired City of Oxnard domain name, agrees to meet general and specific requirements of federal agencies, and lists the City's administrative, technical, and security contact information. It will take at least twenty business days for the federal government to approve this request.

Adhering to the strict .gov naming conventions required by the federal government, these are the City staff recommended domain name options listed in order of preference:

- Oxnard.gov (permitted exception request)
- OxnardCA.gov (compliant request)
- CityofOxnardCA.gov (compliant request)

From a resident perspective, the transition to .gov will be seamless because accessing the City's website content via the current .org website address will automatically be redirected to the new .gov website address.

Eventually, the City will move to .gov email addresses for its staff in FY 23/24. When this happens, the City, employees and those who correspond with the City will have even higher levels of protection as it is difficult to impersonate .gov email accounts.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, improve, and strengthen the organizational foundation of the City in order to build a modern, high-functioning City government that effectively and efficiently supports the operating departments in providing high-quality services and programs for our residents and businesses.

FINANCIAL IMPACT

There may be costs associated with this change because a domain name shows up in more places than just online. Possible costs result from changing the City's branding over time to reflect the new .gov website and staff .gov email addresses. Examples of changes might include letterhead, business cards, vehicle signage/ license plates, and public signage. These changes can be made gradually. It's anticipated that these costs are absorbed into the City departments' operational budgets.

COMMITTEE OUTCOME

The Finance and Governance Committee approved 3-0 on December 13, 2022, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Helen Miller, Chief Information Officer

ATTACHMENTS

1. DOTGOV .gov Authorization Letter Template City

DOTGOV (.gov) Authorization letter template: City/County

[City government letterhead]

[Date]

.Gov Domain Registration
c/o Verisign, Inc.
12061 Bluemont Way
Reston, Virginia 20190

To the .gov Program:

As [authorizing authority](#) for [City/County], I request that responsibility for the domain name [_____.gov] be delegated to my municipality.

[Briefly describe the mission or initiative that drives the domain name request, explaining what the domain name will be used for.]

In order to obtain and maintain [_____.gov] [City/County] will meet the general and specific requirements for federal agencies, found at <https://home.dotgov.gov/registration/requirements>.

The following will be listed as contacts for [_____.gov], which [City/County] will keep up to date in the .gov registrar.

[Administrative and technical contacts are named individuals and must be unique; a security contact should generally be a team email address.]

Administrative contact

First Last

Title

Address

Phone number

Email address

Technical contact

First Last

Title

Address

Phone number

Email address

Security contact [[recommended](#)]

Email address

I understand that if I wish to retire [_____.gov], I must submit a written request to registrar@dotgov.gov.

Sincerely,
[Signature]

[Name]

[Title]



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.3

DATE: January 3, 2023
TO: City Council
FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org
SUBJECT: Acquisition of Easement Located at 2382 Etting Road, Oxnard, California, Ocean View School District.

RECOMMENDATION

That the City Council approve and authorize the:

1. Execution of a Right of Way Agreement with Ocean View School District (A-8502) to purchase a Permanent Roadway Easement and Temporary Construction Easement located at 2382 Etting Road, Oxnard, (the "Property");
2. Execution of an Easement Deed for APN 232-0-010, -100;
3. Public Works Director or City Engineer to take any additional necessary actions to facilitate any necessary extension of the temporary construction easement, including authorizing additional payment not to exceed \$10,000; and
4. City Manager to take any additional necessary actions to facilitate the acquisition of the property consistent with the terms of the transaction approved by the City Council.

(This item is categorically exempt from the California Environmental Quality Act pursuant to title 14 of the California Code of Regulations section 15061(b)(3).)

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

BACKGROUND

The Etting Road Bicycle and Pedestrian Facilities Installation Project (Project) is a Capital Improvement Project with an Active Transportation Program grant, which will connect the City's bicycle and pedestrian facilities from neighborhoods in southeast Oxnard to the Mar Vista Elementary School, Ocean View Junior High School, and Ocean View School District offices. The project will install sidewalk, curb, gutter, ADA access ramps, flashing beacons, high visibility crosswalks, bike lanes, striping, signage, and street lights.

On April 6, 2021, City Council executed a Professional Services Agreement with Huitt-Zollars, Inc. for final plans, specifications, estimates and right-of-way acquisition for the Project.

Capital Improvement Program (CIP) Reference:

Project No. **(203104)** - Etting Road Bicycle and Pedestrian Facilities Installation Project - CIP 2022-2027 - Adopted May 3, 2022.

DISCUSSION

In order to make room for the bicycle and pedestrian improvements, the project requires a 3,004 sq-ft permanent easement and 13,351 sq-ft temporary construction easement located on the north frontage of the Ocean View School District property.

Based upon an appraisal from a real estate subconsultant, the Ocean View School District was provided an offer on behalf of the City to purchase both a permanent and temporary construction easement adjacent to the Ocean View School District, Ocean View Junior High School and Mar Vista Elementary School.

On August 9, 2022, the Ocean View School District adopted Resolution No. 22-03 declaring its intention to convey the easements to the City, and further called a public hearing. On October 11, 2022, the Ocean View School District adopted Resolution No. 22-09 authorizing the dedication of the permanent and temporary easements to the City. They have executed a Right of Way Agreement, Easement Deed, and Temporary Construction Easement.

Before the City Council may purchase the easement, pursuant to Section 65402 of the Government Code, the Planning Commission must first consider and determine whether the easement conforms to the General Plan and forward that determination to the City Council.

The Planning Commission adopted Resolution 2022-37 on November 3, 2022, affirming that the City of Oxnard's proposed acquisition of the easements are in conformance with the City of Oxnard 2030 General Plan and recommended that the City council order the acquisition. The site is located within the 2030 General Plan land use designation of School (SCH) and is zoned Community Reserve (CR) in the City of Oxnard.

The Temporary Construction Easement can be executed by the Director of Public Works or the City Engineer and is valid for one-year. Should any extensions become necessary and additional value be determined by appraisal, Staff is requesting that City Council authorize the Public Works Director or City Engineer to take any additional necessary actions, including authorizing additional payment not to exceed \$10,000, to extend the easement.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The cost for the Permanent Easement is \$44,609 and the cost for the Temporary Construction Easement is \$20,027, for a grand total of \$64,636. These costs are covered by grant funding, and are based upon appraisals from the City's professional real estate consulting firm. There is sufficient funding in Project 203104/C2005 for this action, which includes the State Transportation Grant (Fund 210) in the amount of \$40,000, and Air Pollution Buydown Fee (Fund 118) in the amount of \$26,636, in the approved Fiscal Year 2022-23 budget. Additional costs, up to \$10,000, for any extensions to the Temporary Construction Easement, will be allocated during the construction phase and funded from the existing project budget.

COMMITTEE OUTCOME

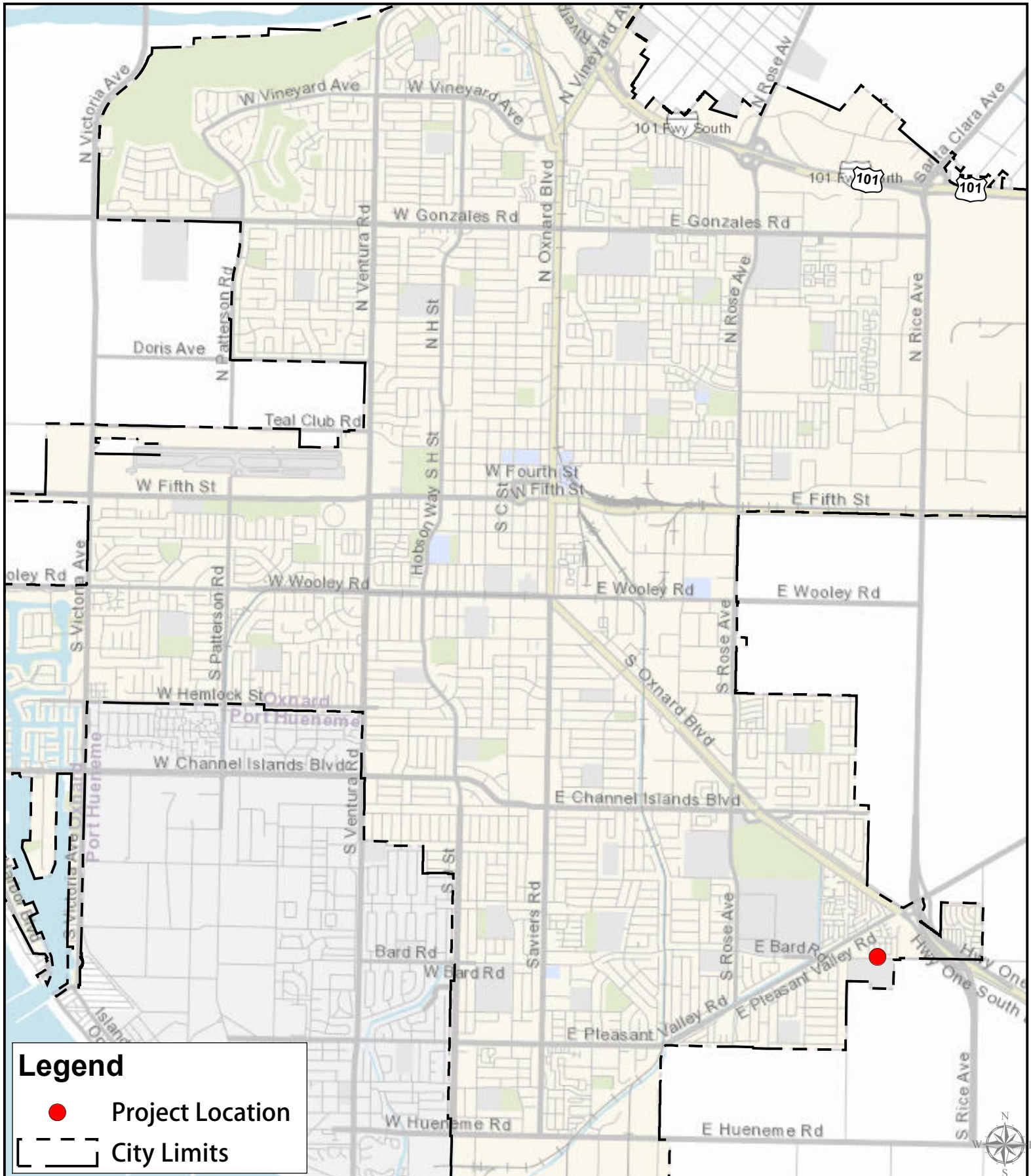
This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. Location Map and Photos
2. Right of Way Agreement
3. Easement Deed
4. Appraisal Summary Statement
5. Temporary Construction Easement
6. Ocean View School District Resolution 22-09

ETTING ROAD BICYCLE & PEDESTRIAN FACILITIES INSTALLATION (PW21-34): EXHIBIT 1 - PROJECT LOCATION (page 1 of 2)



Legend

- Project Location
- City Limits

ETTING ROAD BICYCLE & PEDESTRIAN FACILITIES INSTALLATION (PW21-34):
EXHIBIT 1 - PROJECT LOCATION (page 2 of 2)



Red – Property Line; Blue – Permanent Easement



Red – Property Line; Orange – Temporary Construction Easement

EASSESSOR PARCEL NO.: 232-0-010-020, -065, -100
PROJECT: City of Oxnard – Etting Road Pedestrian and Bicycle Improvement Project
OWNER: Ocean View School District

**RIGHT OF WAY AGREEMENT
(WITH ESCROW INSTRUCTIONS)**

THIS AGREEMENT is made and entered into by and between
Ocean View School District (hereinafter called “Grantor”), and
The City of Oxnard (hereinafter called “City”).

Instruments in the form of an Easement Deed (“Deed”) and Right of Way Contract-Temporary Construction Easement (“Contract for TCE”) (collectively “Easements”) covering the Property particularly described therein for the purpose of City’s completion of the Etting Road Pedestrian and Bicycle Improvement Project (“Project”), have been executed concurrently with this Agreement and delivered to City representatives.

In consideration of which, and other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for said document and shall relieve the City of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement, except as stated in Paragraphs 2.E. and 2.F. below.

2. The City shall:

A. PAYMENT - Pay to the order of the Grantor the total sum of **SIXTY FOUR THOUSAND SIX HUNDRED THIRTY-SIX DOLLARS (\$64,636)** as consideration in full for the Easements, for the loss, replacement and moving of any improvements, and for entering into this Agreement and executing the Deed and Contract for TCE. Said sum shall be paid when title to the Deed has vested in City free and clear of all liens, encumbrances, assessments, easements and leases recorded or unrecorded, except for recorded public utility easements and public right of way.

B. RECORDATION OF INSTRUMENT - Accept the Deed and Contract for TCE and cause the Deed to be recorded in the office of the Ventura County Recorder at such time as when clear title can be conveyed.

C. MISCELLANEOUS COSTS - Pay any escrow, title insurance, and recording fees incurred in this transaction.

D. CLEARANCE OF BONDS, ASSESSMENTS, OR DELINQUENT TAXES - Have the authority to deduct and pay from the amount shown in Clause 2.A. above any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which the Deed records, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien as of the date of recordation of the Deed.

E. CONSTRUCTION AND RESTORATION – Shall, upon completion of Project construction, generally restore Grantor’s remaining real Property to a comparable or better condition than that which existed prior to City’s Project construction, to the extent reasonably practical. Construction of the Project shall be carried out solely by the City in accordance with all applicable public works laws and regulations. During construction, City shall comply with all reasonable requests of Grantor to ensure the safety of school children and staff attending school on the Property.

F. INDEMNIFICATION - Indemnify and hold harmless Grantor from any and all claims, damages, costs, judgments, or liability proximately caused by City or its officers, employees, or agents specifically arising from City construction and restoration work on the Easements.

G. INSURANCE – Shall maintain at its sole cost and expense, commencing as of the date of this Agreement and during the entire Term hereof, general liability, automobile, and worker’s compensation insurance coverage in amounts sufficient to cover the Project and the indemnity obligation described above in Section F. All policies of insurance shall be endorsed to include the following: (i) the Grantor, its Board members, officers, officials, employees, agents, and volunteers as additional insureds; (ii) a waiver of any right to contributions from any other coverage purchased by, or on behalf of, the Grantor; and (iii) a written notice to be mailed to the Grantor thirty (30) days prior to the effective date of a cancellation or non-renewal of such insurance.

3. The Grantor:

A. LEASE INDEMNIFICATION - Warrants there are no oral or written leases on all or any portion of the Property, or if there are such leases, Grantor agrees to hold the City harmless and reimburse City for any and all of its losses and expenses occasioned by reason of any lease of said Property held by tenant of Grantor.

B. PERMISSION TO ENTER - Hereby grants to the City, its agents and contractors, permission to enter the Easements prior to the close of escrow for the purposes of preparation for the construction of the City’s facilities, subject to all applicable terms and conditions contained in this Agreement and the associated Deed and Contract for TCE.

C. TITLE INDEMNITY AND WARRANTY – In consideration of the City waiving the requirements to clear any defects and imperfections in all matters of record title, the Grantor indemnifies and holds the City harmless from any and all claims that other parties may make or assert on the title to the Easement. Grantor’s obligation to indemnify the City shall not exceed the amount paid to the Grantor under this Agreement. Grantor hereby represents and warrants

that he/she/they are the sole vested owners of the Property, holding all ownership and possessory rights, and are the authorized signatories to grant the rights referenced in this Agreement without conflict or claims from other parties.

D. HAZARDOUS SUBSTANCES – Represents and warrants, to the best of Grantor's knowledge, and after reasonable inquiry, the following:

During Grantor's ownership of the Property, Grantor knows of no disposal, releases, or threatened releases of hazardous substances on, from, or under the Property or Grantor's remaining adjacent property. Grantor further represents and warrants that Grantor has no knowledge of disposal, release, or threatened release of hazardous substances on, from, or under the Property, or Grantor's remaining adjacent property, which may have occurred prior to Grantor's ownership.

There is no pending claim, lawsuit, agency proceeding, or any administrative challenge concerning the presence or use of hazardous substances on or within the Property or Grantor's remaining adjacent property.

Grantor has not used the Property, or Grantor's remaining adjacent property, for any industrial operations that use hazardous substances. Grantor is not aware of any prior use of such property. Grantor has not installed any underground storage tanks, above ground storage tanks, barrels, sumps, impoundments or other containers used to contain hazardous substances on any part of the Property or Grantor's remaining adjacent property. Grantors are not aware of any such prior installations. The purchase price of the Easements being acquired reflects the fair market value of the Easements without the presence of contamination. If the Property is found to be contaminated by the presence of hazardous substances which require mitigation under Federal or State law, City may elect to recover its cleanup costs from those who caused or contributed to the contamination.

4. The Parties agree:

A. ESCROW – At City's option, to open an escrow in accordance with this Agreement at an escrow company of City's choice. Opening an escrow shall be at City's sole discretion and City may decide to process this transaction without the use of an escrow agent. However, if an escrow agent is utilized, this Agreement constitutes the joint escrow instructions of City and Grantor, and the escrow agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

If an escrow is utilized, as soon as possible after opening of escrow, City will deposit the executed Deed and Contract for TCE by Grantor, with Certificate of Acceptance attached, with the escrow agent on Grantor's behalf. City agrees to deposit the purchase price upon demand of escrow agent. City and Grantor agree to deposit with escrow agent all additional instruments as may be necessary to complete this transaction. All funds received in this escrow shall be deposited with other escrow funds in a general escrow fund account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check or wire transfer from such account.

Any taxes which have been paid by Grantor, prior to opening of this escrow, shall not be pro-rated between City and Grantor, but Grantor shall have the sole right after close of escrow, to apply to the County Tax Collector of said County for any refund of such taxes which may be due Grantor for the period after City's acquisition.

- i) **ESCROW AGENT DIRECTIVES** - Escrow Agent is authorized to, and shall:
 - a) Pay and charge Grantor for any unpaid delinquent taxes and/or any penalties and interest thereon, and for any delinquent assessments or bonds against that portion of Grantor's Property subject to this transaction as required to convey clear title.
 - b) Pay and charge City for any escrow fees, charges and costs payable under Paragraph 2.C. of this Agreement;
 - c) Disburse funds and deliver Deed and Contract for TCE when conditions of this escrow have been fulfilled by City and Grantor.
 - d) Following recording of Deed from Grantor, if requested by City, provide City with a CLTA Standard Coverage Policy of Title Insurance in the amount of \$64,636 issued by a Title Company of City's choice showing that title to the Permanent Easement as described in the Deed is vested in City, subject only to the following exceptions, and the printed exceptions and stipulations in said policy:
 - 1) Real Property Taxes for the fiscal year in which escrow closes;
 - 2) Public utility easements and public rights of way;
 - 3) Item Nos. 4 to 12 of the preliminary title report issued by First American Title Company, dated February 1, 2022, referenced as Order No. 4 201-6781561; and
 - 4) Other items that may be approved in writing by City in advance of the close of escrow.
- ii) **CLOSE OF ESCROW** - The term "close of escrow", if and where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is hereby authorized.

B. JUDGMENT IN LIEU OF DEED - In the event Grantor does not deliver the Permanent Easement in a reasonable time under the terms of the Agreement, the City may file an action in eminent domain to pursue said Easements, and this Agreement shall constitute a stipulation which may be filed in said proceedings as final and conclusive evidence of the total amount of damages for the taking, including all of the items listed in Section 1260.230 of the Code of Civil Procedure, regarding said property rights.

C. ARTICLE HEADINGS - Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

D. COMPLETE UNDERSTANDING - This Agreement, the Contract for TCE and the Deed together constitute the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and preliminary agreements or understandings, written or oral. This Agreement may not be amended except in writing by the parties hereto or their successors or assigns.

E. CITY COUNCIL APPROVAL - This Agreement is subject to and conditioned upon approval by the Oxnard City Council. This Agreement is not binding upon the City until executed by the appropriate City official(s) acting in their authorized capacity.

F. OCEAN VIEW SCHOOL BOARD OF TRUSTEES APPROVAL - This Agreement is subject to and conditioned upon approval by Ocean View School District Board of Trustees. ("Board"). This Agreement is not binding upon the Grantor until executed by the appropriate Board official(s) acting in their authorized capacity.

G. COUNTERPARTS - This Agreement may be executed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery be deemed an original, and all such counterparts together shall constitute one and the same document.

H. ELECTRONIC AND FACSIMILE SIGNATURES - In the event that the parties hereto utilize electronic or facsimile documents which include signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing ORIGINAL SIGNATURES are provided following transmittal of the electronic or facsimile signature. Documents for recordation by the Clerk Recorder must contain original signatures.

No Obligation Other Than Those Set Forth Herein Will Be Recognized.

GRANTOR:
Ocean View School District

By: 
Name: Craig W. Driscoll Helmstedter, Ed.D.
Title: Superintendent

Date: 10/18/2022

By: _____
Name:
Title:

Date: _____

GRANTOR'S MAILING ADDRESS:
Ocean View School District
Attn: Bob J. Brown
2382 Etting Road
Oxnard, CA 93033

CITY OF OXNARD

By: _____
John C. Zaragoza, Mayor

Date: _____

MAILING ADDRESS OF CITY:
City of Oxnard
300 West Third Street
Oxnard, CA 93030

ATTEST:

By: _____
Rose Chaparro, City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Name:
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

By: _____
Name:
Risk Manager

Date: _____

APPROVED AS TO CONTENT:

By: _____
Name:
Public Works Director

Date: _____

By: _____
Name:
City Engineer

Date: _____

APPROVED AS TO AMOUNT:

By: _____
Name:
City Manager

Date: _____

Recording requested by:

Hamner, Jewell & Associates
Government Real Estate Services

When recorded, mail to:

City of Oxnard
Attn: City Clerk
305 W. Third Street
Oxnard, CA 93030

Exempt from the \$75 Building and Jobs Act Fee per Gov't Code §27388.1(2)(D) Public Agency
No fee pursuant to Government Code § 6103
No Documentary Transfer Tax per R&T Code § 11922
No Recording Fee per Government Code § 27383

APN: 232-0-010, -100

EASEMENT DEED
(To the City of Oxnard)

For a valuable consideration, receipt of which is hereby acknowledged,

Ocean View School District (hereinafter referred to as "Grantor"),

hereby grants to the

The City of Oxnard, its successors and assigns (hereinafter referred to as "Grantee"),

A Permanent Public Street Easement for the present and future construction, reconstruction, operation, repair, maintenance, streetscaping and landscaping of a public roadway and public utilities and appurtenances, and for excavation and embankment slopes for the lateral and subjacent support of the road, roadbed and appurtenances including but not limited to curbs, gutters, sidewalks, drainage, and streetscape improvements, in such number and size, and with such accessory parts and structures, as Grantee or its successors in interest, from time to time, deem necessary to install over, upon, under, through, along and across that certain real property situated in the County of Ventura, State of California, legally described in Exhibit "A" and depicted in Exhibit "B", each attached hereto and made a part hereof (the "Easement Area").

The easement granted herein includes the right to construct and maintain a public sidewalk and to plant and maintain grass, shrubs, trees and other vegetation within the Easement Area. Additionally, Grantor does hereby further grant to Grantee, its successors and assigns, the necessary rights of entry to and from the Easement Area for future construction, reconstruction, operations, repair, maintenance, streetscaping or landscaping.

(signature page to follow)

GRANTORS:

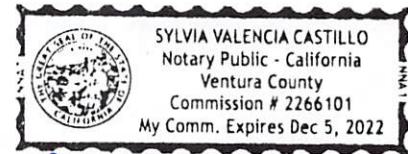
Ocean View School District

By: _____

Name: Craig W. Driscoll Helmstedter, Ed.D.
Title: Superintendent

By: _____

Name:
Title:



ACKNOWLEDGMENT

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

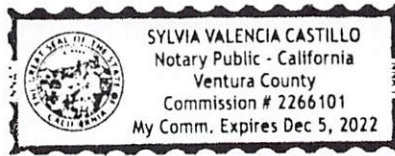
On October 18, 2022 before me, Sylvia V. Castillo, Notary

Public, personally appeared Craig W. Driscoll Helmstedter,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sylvia V. Castillo (Seal)



ACKNOWLEDGMENT

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 _____

On _____ before me, _____, Notary

Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CERTIFICATE OF ACCEPTANCE
(California Government Code Section 27281)

This is to certify that the interest in real property conveyed by the Easement Deed dated _____ from Ocean View School District to the City of Oxnard, a municipal corporation and governmental agency, is hereby accepted, and pursuant to City Council Resolution No. 1939, recorded in book 1591, Official Records of Ventura County at page 273 , the City Council consents to recordation thereof by its duly authorized officer.

In Witness Whereof, I have hereunto set my hand this ____ day of _____, 2022.

CITY OF OXNARD, a municipal corporation

By _____
Name:
Title:

ATTEST:

By _____
Name:
Title:

EXHIBIT "A"R313455.01
5-12-2022**LEGAL DESCRIPTION
RIGHT OF WAY EASEMENT**

That portion of Parcel D of Subdivision 72, on the map entitled "Map No. 2 of Lands in Subdivisions Numbers 44, 69, 70, 71, 72, 73, 74, 75, 76, 81, 83 & 84 of Rancho El Rio De Santa Clara O' La Colonia", in the City of Oxnard, County of Ventura, State of California, as shown on the map filed in Book 3, Page 14, of Miscellaneous Records (Maps), in the office of the County Recorder of said County, described as follows:

Beginning at the Northerly terminus of that certain course in the Easterly line of the right of way line granted in that certain Right to Way Easement Deed, recorded September 3, 2019, as Document No. 20190903-00102907-0, of Official Records, in said office of the County Recorder, described as having a bearing and distance of "North 29°30'00" East 50.95 feet" in said Easement Deed, said beginning also being a point on the Southerly line of Etting Road as shown on that certain Record of Survey filed in Book 37, Page 74, of Records of Survey, in said office of the County Recorder; thence along said Southerly line South 89°59'00" East 385.40 feet; thence leaving said Southerly line South 00°01'00" West 7.75 feet to a line parallel with and 7.75 feet Southerly of said Southerly line; thence along said parallel line North 89°59'00" West 389.79 feet to the Easterly right of way line of said Right of Way Easement Deed; thence along said Easterly right of way line North 29°30'00" East 8.90 feet to the Point of Beginning.

Containing an area of 3,004 square feet, more or less.

Subject to covenants, conditions, reservations, restrictions, rights-of-way and easements, if any, of record.

All as shown on Exhibit "B" attached hereto and by this reference made a part hereof.

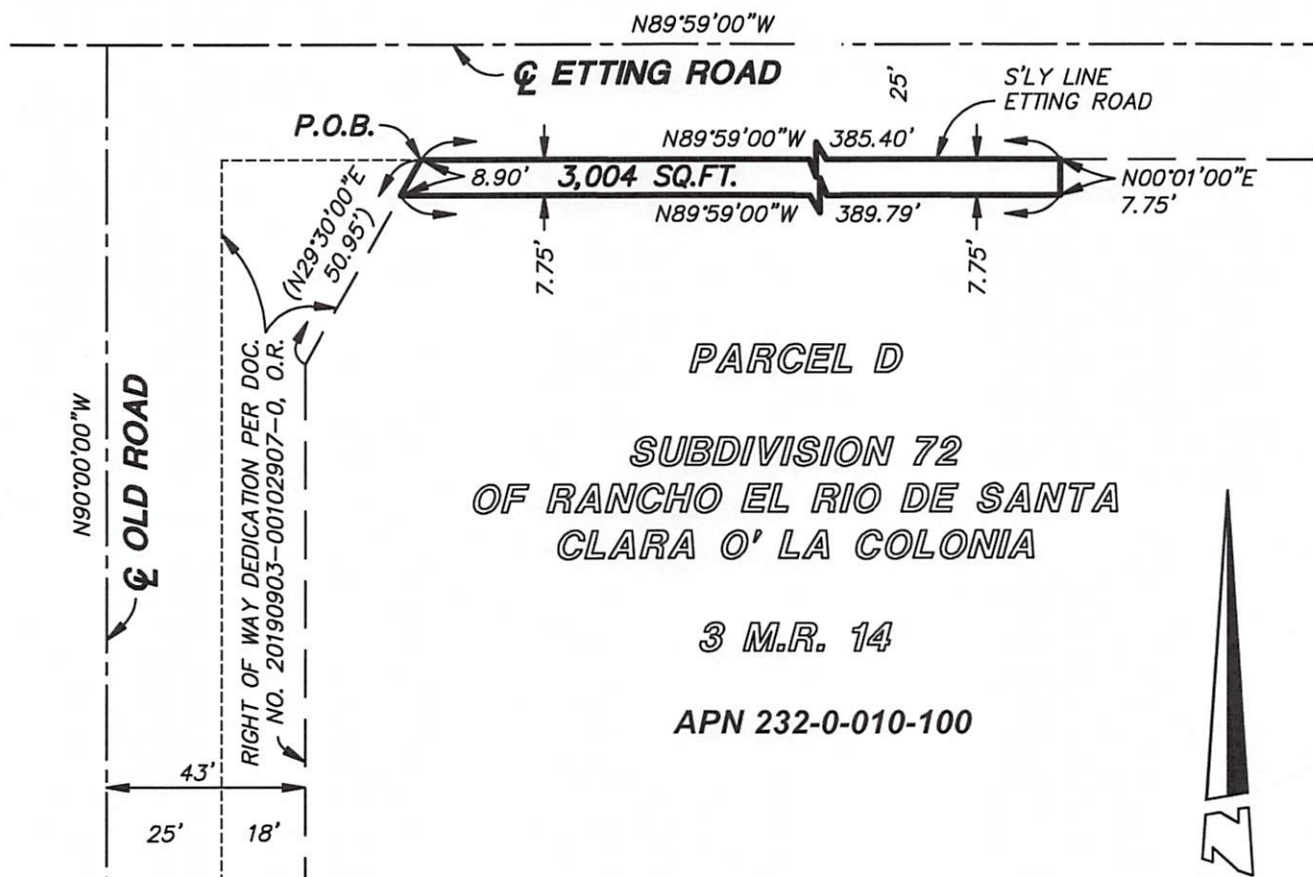
Assessor Parcel No.: 232-0-010-100

David W. Mackey

DAVID W. MACKEY, PLS 8912



EXHIBIT "B"



(XXX) INDICATES RECORD DATA PER
DOCUMENT NO. 20190903-00102907-0, O.R.

HUITT-ZOLLARS

Huitt-Zollars, Inc. Irvine
2603 Main Street, Suite 400, Irvine, CA 92614
Phone (949) 988-5815 Fax (949) 988-5820

APPROVED BY

David W. Mackey

5/13/2022

SKETCH TO ACCOMPANY
A LEGAL DESCRIPTION

**RIGHT OF WAY
EASEMENT**

SCALE 1"=40'

DRAWN BY MB

CHECKED BY DWM

DATE 5/12/2022

JOB NO. R313455.01

R: \R313455.01\CADD&BIM\MAPPING\DWG\EX\31345501JEX01.dwg

APPRAISAL SUMMARY STATEMENT

BASIC DATA

PROJECT:	City of Oxnard – Etting Road Pedestrian and Bicycle Improvement Project	
ASSESSOR’S PARCEL NO. (AP#):	232-0-010-020, -065, -100	
OWNER:	Ocean View School District	
PROPERTY LOCATION:	2382 Etting Road, Oxnard, California	
APPLICABLE ZONING:	CR (Community Reserve)	
CURRENT USE OF SUBJECT PROPERTY:	Public School	
HIGHEST AND BEST USE OF SUBJECT PROPERTY:	Residential	
DATE OF VALUATION:	April 12, 2022	
TOTAL PROPERTY AREA:	128,938 sq. ft.	
PROPERTY TO BE ACQUIRED:	ALL []	PART [X]
Permanent Easement:	3,004 sq. ft.	
Temporary Construction Easement:	13,351 sq. ft.	
IMPROVEMENTS TO BE ACQUIRED:	None	

BASIS OF APPRAISAL

The market value for the property to be acquired is based upon an appraisal done by a certified and state-licensed appraiser, which was prepared in accordance with accepted appraisal principles and procedures.

Recent sales of comparable properties, income data, and depreciated replacement costs are utilized as appropriate. Full consideration is given to zoning, development potential, and the income that the subject property is capable of producing. There are three approaches to value:

1. The Market Approach for the subject property is based on the consideration of comparable sales which sold within a reasonable time prior to the date of valuation, at a range of \$5.53 to \$39.67 per square foot. The principal transactions used as comparable sales relied upon as the basis for supporting the determination of value are attached to this Appraisal Summary Statement.
2. The Cost Approach is based in part on a replacement cost new of improvements, less depreciation. This approach was not utilized in this analysis since no structural improvements will be affected.
3. The Income Approach is based upon consideration of the income producing potential of the property. This approach was not utilized in this valuation process as it was deemed inapplicable to this specific case.

VALUATION**Permanent Easement:**

3,004 sq. ft. @ \$15 per sq. ft. x 99% = \$44,609

Temporary Construction Easement:

13,351 @ \$15 per sq. ft. x 10% per annum x one year = \$20,027

Total Land Value: \$64,636

Improvements: None

Total Improvement Value: \$0

Severance Damages: None \$0

Benefits: None \$0

Total Net Damages/Benefits: \$0

Total Just Compensation for this Acquisition: \$64,636

SIXTY FOUR THOUSAND, SIX HUNDRED THIRTY-SIX DOLLARS (\$64,636)

This summary of the basis of the amount offered as just compensation is presented in compliance with federal and state laws and has been derived from a formal appraisal prepared by a certified and state-licensed real estate appraiser, which includes supporting sales data and other documentation. The appraisal is hereby confirmed approved and accepted by this agency and a purchase offer based thereon is hereby approved and authorized.

City of Oxnard**Approved for Purchase Offer and Acquisition:**

By: 
 Name: Tatiana B. Arnaout, P.E.
 Title: City Engineer

Date: 06/15/2022

Att: Comparable Sale List
 Legal descriptions and plat

SUMMARY STATEMENT RELATING TO PURCHASE OF REAL PROPERTY OR AN INTEREST THEREIN**Project: City of Oxnard – Etting Road Pedestrian and Bicycle Improvement Project
AP #: 232-0-010-020, -065, -100 (Ocean View School District)**

The City of Oxnard is proposing roadway and sidewalk improvement construction near the intersection of Olds Road and Etting Road.

Your property, located at 2382 Etting Road, Oxnard, California, is within the project area and identified by your County Assessor as Parcel Number 232-0-010-020, -065, -100.

Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the California Relocation Assistance and Real Property Acquisition Guidelines requires that each owner from whom the City purchases real property or an interest therein or each tenant owning improvements on said property be provided with a summary of the appraisal of the real property or interest therein, as well as the following information:

1. You are entitled to receive full payment prior to vacating the real property being purchased unless you have heretofore waived such entitlement. You are not required to pay recording fees, transfer taxes, or the pro rata portion of real property taxes which are allocable to any period subsequent to the passage of title or possession.
2. The City will offer to purchase any remnant(s) considered by the City to be an uneconomic unit(s) which is/(are) owned by you or, if applicable, occupied by you as a tenant and which is/(are) contiguous to the land being conveyed.
3. All buildings, structures, and other improvements affixed to the land described in the referenced document(s) covering this transaction and owned by the grantor(s) herein or, if applicable, owned by you as a tenant, are being conveyed unless other disposition of these improvements has been made. The interests being acquired include 3,004 square feet in permanent easement and 13,351 square feet in temporary construction easements.
4. The market value of the property being purchased is based upon a market value appraisal which is summarized on the attached Appraisal Summary Statement and such amount:
 - a. Represents the full amount of the appraisal of just compensation for the property to be purchased;
 - b. Is not less than the approved appraisal of the fair market value of the property as improved;
 - c. Disregards any decrease or increase in the fair market value of the real property to be acquired prior to the date of valuation caused by the public improvement for which the property is being acquired or by the likelihood that the property would be acquired for such public improvement, other than that due to physical deterioration within the reasonable control of the owner or occupant; and
 - d. Does not reflect any consideration of or allowance for any relocation assistance and payments or other benefits which the owner is entitled to receive under an agreement with the City.

5. Pursuant to Code of Civil Procedure Section 1263.025, should you elect to obtain an independent appraisal, the City will pay for the actual reasonable costs of such an appraisal up to a maximum of \$5,000 subject to the following conditions:
 - a. You, not the City, must order the appraisal. Should you enter into a contract with the selected appraiser, the City will not be a party to your contract with an appraiser.
 - b. The selected appraiser must be licensed with the California Office of Real Estate Appraisers (OREA). It is also recommended that such appraiser be experienced and qualified in the appraisal of easements if this offer is to purchase easements rather than the fee interest in your property.
 - c. Within 30 days of your receipt of this offer, you must notify the City of your intent to obtain an independent appraisal.
 - d. Appraisal cost reimbursement requests must be made in writing, and submitted to the City within 30 days of your receipt of the independent appraisal and no later than 120 days of your receipt of this offer. Copies of the contract (if a contract was made), appraisal report, and invoice for completed work by the appraiser must be provided to the City concurrent with submission of the appraisal cost reimbursement request. The appraisal costs must be reasonable and justifiable.
 6. No person in the United States of America shall, on the grounds of race, color, national origin, sex, age, or disability be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any City programs or activities. If federal funding is being utilized in the project for which your property is being sought, notice is hereby provided that it is the policy of the City to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statutes and regulations, in all programs and activities undertaken by the City. Any person who believes they have been subjected to unlawful discriminatory practice under Title VI has a right to file a formal complaint with the City.
 7. The owner of a business conducted on a property to be acquired, or conducted on the remaining property which will be affected by the purchase of the required property, may be entitled to compensation for the loss of goodwill. Entitlement is contingent upon the business owners' ability to prove such loss in accordance with the provisions of Sections 1263.510 and 1263.520 of the Code of Civil Procedure.
 8. If you ultimately elect to reject this offer for the purchase of your property, you are entitled to have the amount of compensation determined by a court of law in accordance with the laws of the State of California.
-

Land Sale Comparables

No.	Address Assessor Parcel No.	Date/ Doc. No.	Size (acres)	Zone	Price	Price/ SF
1	5450 Foothill Rd, Ventura (APN 082-0-030-120)	July 12, 2021 #131144	1.56	RPD-4	\$1,750,000	\$25.78
2	915 Goodman St, Ventura (APN 083-0-050-490)	April 28, 2021 #85693	2.01	RPD-14	\$3,175,000	\$36.26
3	Petit St, Camarillo (APN 229-0-320-085, 095 & 105)	March 5, 2021 #48234	4.63	RPD-3OU	\$8,000,000	\$39.67
4	NEC Rose Ave and Camino Del Sol, Oxnard (APN n/a)	January 10, 2020 #3601	52.52	R-1/ C1/CR	\$26,256,000	\$11.48
5	St. Johns Seminary, Camarillo (Portions of APN 163-0-071-185, 230 & 275)	July 2, 2019 #74267	83.10	RPD-7U	\$20,000,000	\$5.53
6	3050 Kadota Street, Simi Valley (APN 627-0-184-015)	Oct-17 #134688	11.70	RM	\$10,300,000	\$20.21
Sub	2382 Etting Rd, Oxnard (APNs 232-0-010-020, 065 & 100)	Current	26.79	Resid.	TBD	TBD

EXHIBIT "A"

R313455.01

5-12-2022

LEGAL DESCRIPTION RIGHT OF WAY EASEMENT

That portion of Parcel D of Subdivision 72, on the map entitled "Map No. 2 of Lands in Subdivisions Numbers 44, 69, 70, 71, 72, 73, 74, 75, 76, 81, 83 & 84 of Rancho El Rio De Santa Clara O' La Colonia", in the City of Oxnard, County of Ventura, State of California, as shown on the map filed in Book 3, Page 14, of Miscellaneous Records (Maps), in the office of the County Recorder of said County, described as follows:

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Containing an area of 3,004 square feet, more or less.

Subject to covenants, conditions, reservations, restrictions, rights-of-way and easements, if any, of record.

All as shown on Exhibit "B" attached hereto and by this reference made a part hereof.

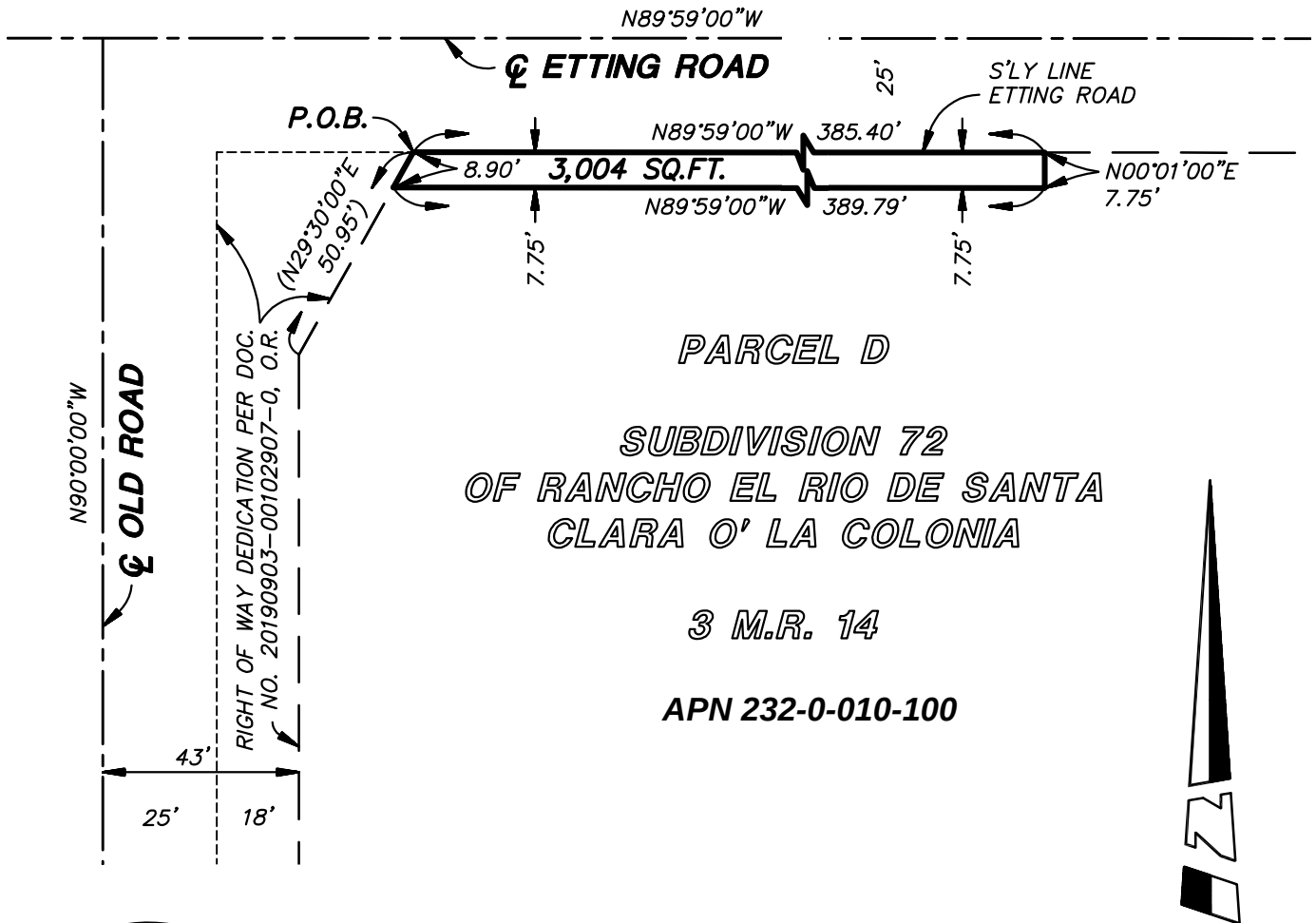
Assessor Parcel No.: 232-0-010-100

David W. Mackey

DAVID W. MACKEY, PLS 8912



EXHIBIT "B"



(XXX) INDICATES RECORD DATA PER
DOCUMENT NO. 20190903-00102907-0, O.R

HUITT-ZOLLARS

Huitt-Zollars, Inc. Irvine
2603 Main Street, Suite 400, Irvine, CA 92614
Phone (949) 988-5815 Fax (949) 988-5820

APPROVED BY

David W. Mackey

5/13/2022

SKETCH TO ACCOMPANY
A LEGAL DESCRIPTION

**RIGHT OF WAY
EASEMENT**

SCALE 1"=40'

DRAWN BY MB

CHECKED BY DWM

DATE 5/12/2022

JOB NO. R313455.01

RIGHT OF WAY CONTRACT – TEMPORARY CONSTRUCTION EASEMENT

Project: City of Oxnard – Etting Road Pedestrian and Bicycle Improvement Project

APN: 232-0-010-020, -065, -100

Property Address: 2382 Etting Road, Oxnard, California

Owner: Ocean View School District

THIS DOCUMENT in the form of a TEMPORARY EASEMENT, covering the property particularly described in Clause 3 below has been executed by and between **Ocean View School District** (hereinafter called "Grantor"), and the **City of Oxnard** (hereinafter called "City"), and delivered to Robert McDowell, Right of Way Agent for the City.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the City of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed improvement.
2. The City will pay compensation to Grantor for this Temporary Easement as shown in the separate Right of Way Agreement between City and Grantor.
3. Permission is hereby granted the City or its authorized agent to enter upon grantor's land where necessary within that certain area shown on Exhibit "A" attached hereto and made a part hereof, for the purpose of assisting with the construction of public roadway and sidewalk improvements to occur within public right of way and when necessary reconstructing and modifying the driveway approach to match the grade of the adjacent public road.
4. It is agreed and confirmed by the parties hereto the right of possession and use of the subject property by the City, shall commence on the date that City accepts and signs this Right of Way Contract and terminate one year after that date. Grantor shall have use of the property until City takes physical possession.
5. The undersigned Grantor(s) warrant(s) that they are the owner(s) in fee simple of the property affected by this Temporary Easement Area as described in Clause 3 above and that they have the exclusive right to grant this Temporary Easement.

In Witness Whereof, the Parties have executed this agreement the day and year first above written.

GRANTOR
Ocean School District

By: _____

Name: Craig W. Driscoll Helmstedter, Ed.D.
Title: Superintendent

Date: 10/18/2022

By: _____

Name:
Title:

Date: _____

**RIGHT OF WAY CONTRACT –
TEMPORARY CONSTRUCTION EASEMENT**

CITY OF OXNARD

By: _____ Date _____

APPROVED AS TO CONTENT AND FORM

By: _____ Date _____

ATTEST:

By: _____

EXHIBIT "A"

RESOLUTION NO. 22-09

RESOLUTION OF THE OCEAN VIEW SCHOOL DISTRICT GOVERNING BOARD AUTHORIZING THE DEDICATION OF A RIGHT-OF-WAY AND TEMPORARY EASEMENT TO THE CITY OF OXNARD

WHEREAS, section 17556, et seq., of the California Education Code authorizes the Ocean View School District ("District"), by two-thirds (2/3) vote of its Governing Board ("Board"), to convey land for roadway purposes and/or dedicate an easement to a public corporation, or private corporation engaged in the public utility business, to lay, construct, reconstruct, maintain, and operate water, sewer, gas, or storm drain pipes or ditches, electric or telephone lines, and access roads used in connection therewith, either with or without consideration and without a vote of the electors of the District first being taken; and

WHEREAS, District owns that certain real property known as Mar Vista Elementary School, located at 2382 Etting Road in the City of Oxnard, County of Ventura, State of California ("Property"); and

WHEREAS, in pursuit of its pedestrian and bicycle routes improvement project, the City of Oxnard ("City") desires to acquire a permanent easement and right-of-way in, over, on, and across a portion of the Property for expansion of bike and pedestrian lanes and other public roadway and access improvements ("Project") which is legally described and depicted in **Exhibit "A"** attached hereto and incorporated herein, along with a temporary construction easement for a period of twelve months for the purpose of construction staging during construction of the Project, depicted in **Exhibit "B"** hereto (collectively, the "Easements"); and

WHEREAS, on August 9, 2022, the Board adopted Resolution No. 22-03 declaring its intention to convey the Easements to City, and further called a public hearing in connection therewith; and

WHEREAS, all statutorily required notices were given, and on this 13th day of September, 2022, the Board held a public hearing on the question of conveying the Easements to City, at which hearing all persons so desiring were afforded an opportunity to be heard.

NOW THEREFORE, the Ocean View School District Governing Board hereby resolves, determines, and finds the following:

Section 1. Recitals.

The foregoing recitals are true and correct and incorporated herein.

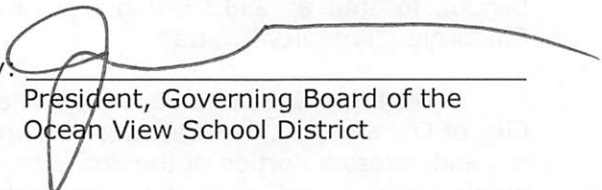
Section 2. Approval of Dedication of the Easement.

Having received no legal protest to the conveyance and dedication of the Easement, the Board hereby approves the conveyance and dedication as described herein. The President of the Board, the Clerk of the Board, and the Superintendent, and/or designee, are hereby directed to take all actions to carry out the intent of the Board, including, without limitation, (1) to execute and deliver to City the Easement Deed for recordation in substantially the same the form attached hereto as **Exhibit "C,"** together with an executed copy of this Resolution and (2) any other ancillary or supporting documentation or agreement required to effectuate the conveyance and dedication of the Easements, including a Right of Way Contract for the

temporary easement and a Right of Way Agreement, with such changes, additions and deletions the Superintendent shall approve as being in the best interest of the District. Upon recordation, the Easement shall be fully effective.

PASSED AND ADOPTED by the Ocean View School District Governing Board, this 11th day of October, 2022, by the following vote:

AYES:	<u>4</u>
NOES:	<u>0</u>
ABSTAIN:	<u>0</u>
ABSENT:	<u>1</u>

By: 
President, Governing Board of the
Ocean View School District

Attested to:

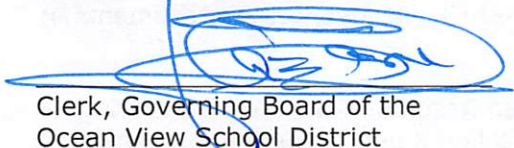

Clerk, Governing Board of the
Ocean View School District

EXHIBIT A

LEGAL DESCRIPTION – PERMANENT RIGHT OF WAY EASEMENT

That portion of Parcel D of Subdivision 72, on the map entitled "Map No. 2 of Lands in Subdivisions Numbers 44, 69, 70, 71, 72, 73, 74, 75, 76, 81, 83 & 84 of Rancho El Rio De Santa Clara O' La Colonia", in the City of Oxnard, County of Ventura, State of California, as shown on the map filed in Book 3, Page 14, of Miscellaneous Records (Maps), in the office of the County Recorder of said County, described as follows:

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Containing an area of 3,004 square feet, more or less.

Subject to covenants, conditions, reservations, restrictions, rights-of-way and easements, if any, of record.

All as shown on Exhibit "B" attached hereto and by this reference made a part hereof.

Assessor Parcel No.: 232-0-010-100

DEPICTION OF PERMANENT RIGHT OF WAY EASEMENT

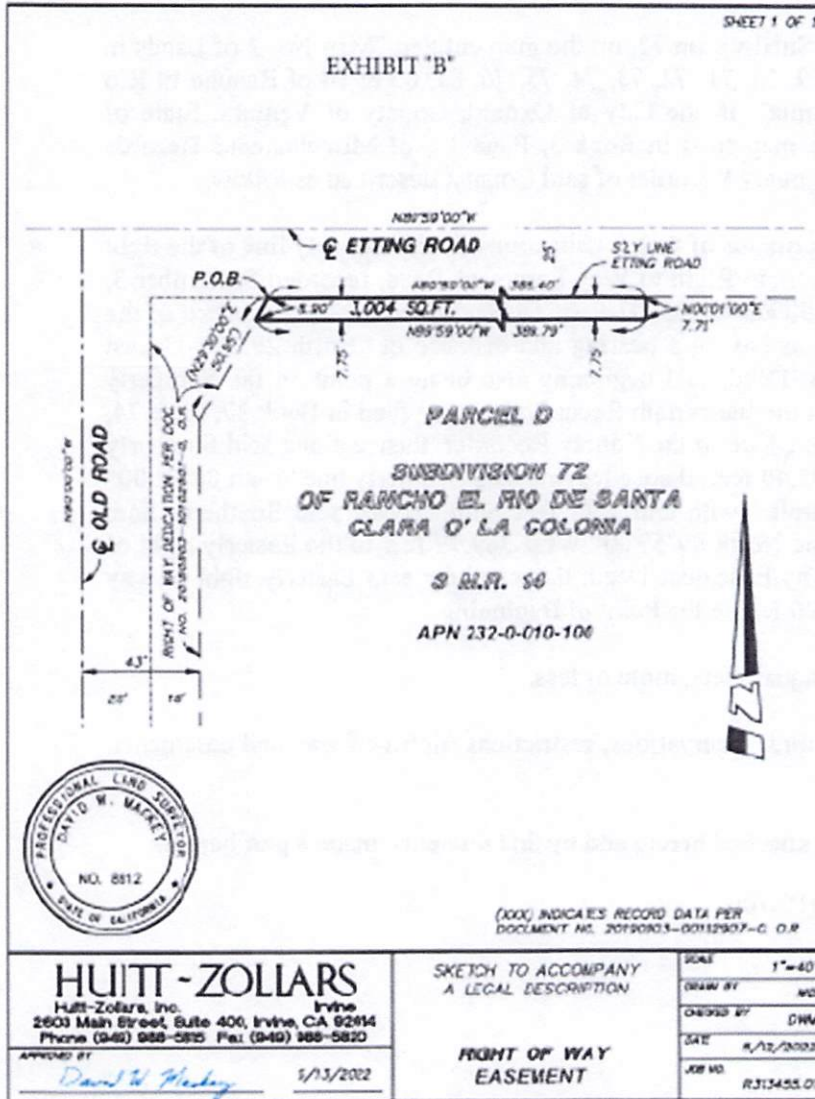


EXHIBIT B

DEPICTION TO TEMPORARY CONSTRUCTION EASEMENT

TEMPORARY CONSTRUCTION EASEMENT ACQUISITION EXHIBIT ETTING ROAD PED/BICYCLE IMPROVEMENTS PROJECT

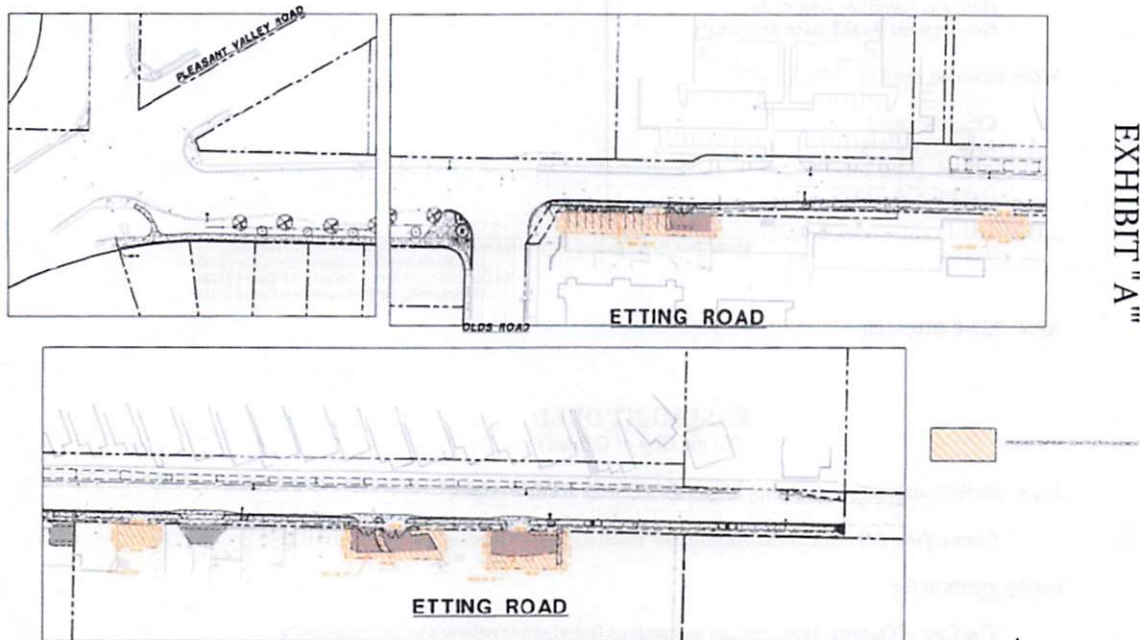


EXHIBIT C
FORM OF EASEMENT DEED

Recording requested by:

Hamner, Jewell & Associates
Government Real Estate Services

When recorded, mail to:

City of Oxnard
Attn: City Clerk
305 W. Third Street
Oxnard, CA 93030

Exempt from the \$75 Building and Jobs Act Fee per Gov't Code § 27388, (2)(D) Public Agency
No fee pursuant to Government Code § 6109
No Documentary Transfer Tax per R&T Code § 11922
No Recording Fee per Government Code § 27383

APN: 232-0-010, -100

EASEMENT DEED
(To the City of Oxnard)

For a valuable consideration, receipt of which is hereby acknowledged,

Ocean View School District (hereinafter referred to as "Grantor"),

hereby grants to the

The City of Oxnard, its successors and assigns (hereinafter referred to as "Grantee"),

A Permanent Public Street Easement for the present and future construction, reconstruction, operation, repair, maintenance, streetscaping and landscaping of a public roadway and public utilities and appurtenances, and for excavation and embankment slopes for the lateral and subjacent support of the road, roadbed and appurtenances including but not limited to curbs, gutters, sidewalks, drainage, and streetscape improvements, in such number and size, and with such accessory parts and structures, as Grantee or its successors in interest, from time to time, deem necessary to install over, upon, under, through, along and across that certain real property situated in the County of Ventura, State of California, legally described in Exhibit "A" and depicted in Exhibit "B", each attached hereto and made a part hereof (the "Easement Area").

The easement granted herein includes the right to construct and maintain a public sidewalk and to plant and maintain grass, shrubs, trees and other vegetation within the Easement Area. Additionally, Grantor does hereby further grant to Grantee, its successors and assigns, the necessary rights of entry to and from the Easement Area for future construction, reconstruction, operations, repair, maintenance, streetscaping or landscaping.

(signature page to follow)

APN: 232-0-010-020, -065, -100

City of Oxnard/Ewing Road Pedestrian & Bicycle/Ocean View Easement Deed
Page 1

GRANTORS:
Ocean View School District

By: _____
Name:
Title:

By: _____
Name:
Title:



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.4

DATE: January 3, 2023
TO: City Council
FROM: Shiri Klima, Deputy City Manager, (805) 385-7487, shiri.klima@oxnard.org
SUBJECT: Appropriation of Bond Proceeds.

RECOMMENDATION

That the City Council:

1. Approve the proposed list of redevelopment bond proceeds projects;
2. Authorize the re-allocation of all remaining 2006 Ormond Beach Tax Allocation Bond (TAB) Proceeds for the purpose of completing the Hueneme Road work related to the Ormond Beach Neighborhood Street Resurfacing project;
3. Authorize a budget appropriation of \$30,655 from the General Fund (101) and corresponding Capital Outlay Fund (301) for the Roof Replacement: South Oxnard Center project (# C2010);
4. Authorize the re-allocation of all remaining 2006 HERO TAB Proceeds for the purpose of completing the Roof Replacement: South Oxnard Center project and for paving more alleyways; and
5. Authorize the re-allocation of all remaining 2006 Southwinds TAB Proceeds for the purpose of adding park benches and trash enclosures at Southwinds Park.

(Pursuant to Sections 15061(b)(3) and 15378 of the California Environmental Quality Act (CEQA) Guidelines, this item is not a "project" subject to CEQA.)

(Finance and Governance Committee approved 3-0.)

BACKGROUND

In a series of actions taken by the former Oxnard Community Development Commission in 2006, separate tax allocation bond issues were sold for the Historical Enhancement and Revitalization of Oxnard (HERO), Ormond Beach, and Southwinds Project Areas (the "Project Areas" - see Attachment 1 for maps). These bonds were required to be used to provide financing for redevelopment activities in these Project Areas and are collectively referred to as the Bond Proceeds. In November 2014, through a series of approvals and an agreement, the Successor Agency transferred the Bond Proceeds to the City. The bond documents allow a broad range of projects to be undertaken in the Project Areas. Expenditures are restricted to the geographic boundaries of each Project Area for which the bonds were sold, and they must be used for construction of new public facilities or improvements.

On April 2, 2019, in conjunction with adoption of the 2019-2024 City of Oxnard Five Year Capital Improvement Program ("CIP"), staff requested that Council approve a proposed list of projects for the Bond Proceeds and appropriate funding to these projects. On March 16, 2021, staff returned to the Council to revise the list of projects because some of the projects were determined to be no longer viable.

For reference, this staff report references the City's capital improvement programs (CIPs) from 2019-24 through 2022-27. For quick reference, these CIPs can be found at the following links:

- CIP 2019-24: <https://www.oxnard.org/wp-content/uploads/2019/04/CIP.pdf>
- CIP 2020-25: <https://www.oxnard.org/wp-content/uploads/2020/09/CIP20-25-Final.pdf>
- CIP 2021-26: https://www.oxnard.org/wp-content/uploads/2021/08/CIP-2021-2026_FINAL.pdf
- CIP 2022-27: https://www.oxnard.org/wp-content/uploads/2022/11/CIP22_27_Final.pdf

DISCUSSION

Ormond Beach Bond Proceeds

Below is the status of the prior projects within the Ormond Beach area:

1. Perkins Road Bike Lanes

Install Class II and Class III bicycle lanes, bicycle detection, and pedestrian improvements including median bulb-outs, and signing and striping on Perkins Road. This is in the 2019-24 CIP on page 86 under the broader project titled “Bicycle & Pedestrian Facilities.” The Perkins Road portion of this project was budgeted for \$500,000 and will be completed in late Spring 2023.

2. Ormond Beach Neighborhood Street Resurfacing

Resurfacing of several streets within the Ormond Beach Neighborhood—including Cypress Road, Arcturus Avenue, Edison Drive, Magellan Avenue, and Mcwane Boulevard—as well as median rehabilitation and gateway upgrades along Hueneme Road from J Street to Edison Drive, including replacement of medians, trees, street signs and gateway signs. This is in the 2022-27 CIP on page 63. This project was appropriated \$2,000,000, and Cypress Road, Arcturus Avenue, Edison Drive, Magellan Avenue, and Mcwane Boulevard were completed on September 26, 2022, for \$1,968,917. Hueneme Road work has not been completed due to needing to replace storm drains and cast iron first. Furthermore, there was not enough funding to complete the street and median work with the remaining HERO funds. Accordingly, we request an appropriation of \$1,500,000 from the General Fund over the original \$2,000,000 in Bond Proceeds to complete the street and median work.

3. Perkins Road Parking Lot Improvements

Parking lot improvements located at the terminus of Perkins Road, which includes resurfacing of the entire parking lot, new fencing and gates, light-up bollards, and two electric vehicle charging stations. This is in the 2022-27 CIP on page 67. The parking lot was resurfaced; however, the County will not allow the rest of the improvements because this property is on a landfill. This project was appropriated \$600,000 and was completed on September 26, 2022, for \$600,000.

4. Ormond Beach Commercial Area Fiber Expansion

Fiber network extension to Ormond manufacturing zoned area. This is on 2021-26 CIP page 72. Install approximately 7,000 feet of 144 strand fiber optic cable on Arcturus Avenue, McWane Boulevard, and Edison Drive. Of the \$412,500 appropriated for this project, staff spent \$48,188 on this project for design of the fiber lines and has closed out the project. For various reasons, it does not make sense to install such fiber at this time, but these plans will be saved for future use.

5. Perkins Road Fiber Expansion

Fiber network expansion and connection to the stormwater pump station at the southern end of Perkins Road. This is on 2021-26 CIP page 73. This connection would facilitate the deployment of SCADA infrastructure to monitor the pump station in real-time, and the deployment of cameras connected to the wastewater CCTV security system to improve the safety and security of the pump station. Of the \$153,450 appropriated for this project, staff spent \$16,063 on this project for design of the fiber lines and will install the fiber lines in Spring 2023.

The balance of the Ormond Beach Bond Proceeds available for re-allocation is currently \$364,312. Staff proposes using this balance, plus any other Ormond Beach Bond Proceeds (such as if the Perkins Road Bike Lanes or Fiber Expansion projects are completed under budget), to complete the Ormond Beach Neighborhood Street Resurfacing (item 2 above). The remaining work on this project, including resurfacing and reconstruction of medians along Hueneme Road from J Street to Edison Drive, is estimated at \$1,850,000, which exceeds the amount in the Ormond Beach Bond Proceeds; thus, the balance of the project cost will be paid by Measure E funds already appropriated for this purpose.

HERO Bond Proceeds

Below is the status of the prior projects within the HERO area:

1. Civic Center ADA Improvements/ Thin Maintenance Overlay, Phase II

Reconstruct sidewalks and parking lot surface to meet ADA requirements for the 305 West Third Street building in the City of Oxnard. This project was budgeted for \$100,000 and was completed on December 7, 2020, for \$100,000.

2. South Oxnard Center MPE Upgrade (including Fire System)

Upgrade to the building's fire life safety system. Upgrade the mechanical, plumbing, electrical and fire safety systems. Repair sidewalk, replace landscaping, and make interior improvements such as painting and general repairs. This is in the 2019-24 CIP on page 55. This project was budgeted for \$250,000 and was completed on August 18, 2022 for \$141,856.

3. Garden City Acres Park Improvements (Cypress)

Install new smart irrigation and new controller. Repair and resod damaged turf. Install an additional basketball court with lights. This is in the 2021-26 CIP on page 81. This project was budgeted for \$350,000 in HERO funds and \$342,729 in Quimby funds for a total budget of \$692,729. The project was completed on July 18, 2022, for \$491,581 (\$310,964 HERO and \$180,617 Quimby).

4. Saviers Road Street Resurfacing

Resurface existing asphalt concrete pavement on Saviers Road between Wooley Road and Hueneme Road. This is in the 2019-24 CIP on page 148. This project was budgeted for \$1,100,000 and was completed on May 21, 2021, for \$876,977.

5. Beck Park Basketball Court Upgrades

Resurface two basketball courts in Beck Park. This project was budgeted for \$99,905 and was completed on May 6, 2022, for \$71,730.

6. Council Chambers Remodel

Remodel of the City Council chambers including asbestos abatement, roof repair/replacement, ceiling replacement, production system improvements, and audio/visual upgrades. This is in the 2022-27 CIP on page 4. This project was budgeted for \$300,000 from HERO (and \$1,300,000 in PEG funding) and is anticipated to be completed by the end of December 2022 for \$128,500 out of HERO funds.

7. Alleyways in HERO Boundary

In March 2021, staff listed 12 alleyways with some of the lowest pavement condition index (PCI) ratings within the HERO geographic boundaries. We explained that our goal was to pave all 12 listed alleyways, but that we would see how far the remaining HERO funding (\$2,519,660) would stretch with this list. This is a subsector of the project titled Citywide Alleyway Reconstruction in the 2021-26 CIP on page 100. Using this allocation, staff has paved the following alleys:

- Alley east of Saviers Road (between Dollie Street and Pleasant Valley Road)
- Alley east of A Street (between First Street and Second Street)
- Alley north of Lark Street (between Samuel Avenue and Circle Drive)
- Alley north of Glenwood Drive, alley east of C Street and alley south of Gonzales Road (between Oxnard Service Boulevard)
- Alley north of First Street (between A Street and Oxnard Boulevard)

These alleys were completed on September 12, 2022, for a total amount of \$1,006,846. Due to contractor delays, the following alleys are scheduled to be completed in late Winter 2023:

- Pleasant Valley Road Alley (between C Street and Saviers Road)
- Alley east of J Street and alley north of Linden Drive (between J and Kamala Streets)
- Alley east of D Street (between Fifth and Seventh Streets)
- Alley east of Fournier Street (between Channel Islands Boulevard and Tamarac Street)
- Alley east of Paula Street (between Clinton and Tamarac Streets)
- Alley north of Maple Street (between Saviers Road and San Marino Street)

- Alley south of Ontario Street (between Ninth Street and Wooley Road)

The estimated cost to complete these alleys is \$1,764,304. Accordingly, we request an appropriation of \$251,490 over the original \$2,519,660 to complete this project.

8. Thompson Park, Community Center Park and Johnson Park Upgrades

Replacement of aging and damaged playgrounds at Thompson Park, Community Center Park, and Johnson Creek Park. This is in the 2022-27 CIP on page 36 under the larger project titled “Playground Replacement.” A contract was awarded on this project on July 28, 2022, and work began on November 7th, 2022. Staff anticipates the work will be completed on January 31, 2023. The project was budgeted for \$399,696, and to date, approximately \$8,994 has been expended on this project for design.

9. Roof Replacement: PACC Ventura/ Oxnard Rental Spaces

Remove and replace the roofing material and metal flashing on the main rental spaces roof. This is in the 2022-27 CIP on page 17. This project was budgeted for \$250,000 from HERO funds as well as \$545,000 American Rescue Plan Act (ARPA) funding and \$294,762 in Measure O Sales Tax. Staff bid this project out, and the lowest (though unresponsive) bid came in at approximately \$1.4M; we will need to rebid this project, but we anticipate needing more funds which would require an additional ten percent over the bid amount for contingency and another ten percent for engineering and project management. Staff will request an additional appropriation for this project when staff brings this contract to Council for award.

10. Roof Replacement: South Oxnard Center

Replace the roof at the South Oxnard Center. This is in the 2022-27 CIP on page 18. This project was budgeted for \$475,000. Staff has spent down \$38,789 for design. Staff has bid this project out twice; the first time, we received no bidders, and the second time, the lowest bid came in at \$649,960. Staff also needs an additional ten percent over the bid amount for contingency and another ten percent for engineering and project management. Accordingly, we request an appropriation of \$349,043 over the original \$475,000 to complete this project.

The balance of the HERO Bond Proceeds currently available for re-allocation is \$569,878. Staff proposes using the balance of these funds, and any additional unspent HERO Bond Proceeds (for example, if one of the projects comes in below cost), to complete the Roof Replacement at the South Oxnard Center should that project need more funds and to pave more alleyways. The next few alleyways in the queue are the following:

- Alleys east and north of Sycamore Street (between Channel Islands Blvd and La Canada Avenue and Clinton Circle and Sycamore Street Alley)
- Alley north of La Canada Avenue (between Fournier Street and Sycamore Dr Alley)
- Alley north of Clinton Circle (between Clinton St/Paula St and Sycamore St Alley)
- Alley north of Paula Circle (between Paula Street and Sycamore Alley).

Staff intends to spend down the balance of the HERO funds on as many of these alleyways as we can complete. The list above is likely too ambitious, but staff is intentionally inserting more rather than less work so that we can spend down the full fund balance of HERO Bond Proceeds on these critical alleyways.

Southwinds Park Bond Proceeds

The only prior project within the Southwinds Park area is the Southwinds Park Basketball Court Resurfacing. This project entailed the resurfacing of two basketball courts and the installation of new backboards at Southwinds Park. This project was budgeted for \$86,853 and was completed on October 22, 2022, for \$65,614.

The balance of the Southwinds Bond Proceeds is \$21,239. Staff proposes using the balance of these funds to replace aging park benches and trash enclosures at Southwinds Park.

Planning Commission Determination of Conformity with General Plan

The Planning Commission has already determined that projects in the CIP are in conformance with the City’s General Plan and relevant Coastal Land Use Plan policies. As required by the California Environmental Quality Act (CEQA),

environmental review will be conducted prior to construction of the individual projects identified within this staff report. Any required environmental documents will be prepared pursuant to CEQA as part of project permit processing or at any other point in time as required by CEQA. The proposed appropriation of bond proceeds activity is not a “project” as the lead agency has determined with certainty that pursuant to CEQA Guidelines Sections 15061(b)(3) and 15378 the proposed funding document does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environmental review.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The Budget Appropriation request on March 16, 2021, outlined the appropriation action totaling \$4,391,468 of 2006 Tax Allocation Bond (TAB) Proceeds, of which \$3,165,950 was for Ormond Beach, \$86,853 was for Southwinds, and \$3,298,476 was for HERO. Now, due to the requests listed in the body of the staff report, the table below outlines the appropriation action for an increase to General Fund (101) of \$30,655, a budget re-allocation of \$955,429 of 2006 Tax Allocation Bond (TAB) Proceeds, of which \$364,312 is for Ormond Beach, \$21,239 is for Southwinds, and \$569,878 is for HERO.

Project Listing	Ormond 2006 TAB Allocation (Fund 315)	HERO 2006 TAB Allocation (Fund 315)	Southwinds 2006 TAB Allocation (Fund 315)	General Fund (101)
Ormond Beach Neighborhood Street Resurfacing (#C2109)	364,312			
Ormond Beach Commercial Area Fiber Expansion (#C2126)	-364,312			
South Oxnard Center MPE Upgrade (including Fire System) (#C2011)		-108,144		
Garden City Acres Park Improvements (Cypress) (#C1402)		-39,036		
Saviers Road Street Resurfacing (#C2044)		-223,023		
Beck Park Basketball Court Upgrades (#C2129)		-28,175		
Council Chambers Remodel (#C2101)		-171,500		
Alleyways in HERO Boundary (#C2111)		251,490		
Roof Replacement: South Oxnard Center (#C2010)		318,388		30,655
Southwinds Park - Benches and Trash Enclosures (#C23XX)			+21,239	
Southwinds Park Basketball Court Resurfacing (#C2107)			-21,239	
Total New Appropriations	0	0	0	30,655

COMMITTEE OUTCOME

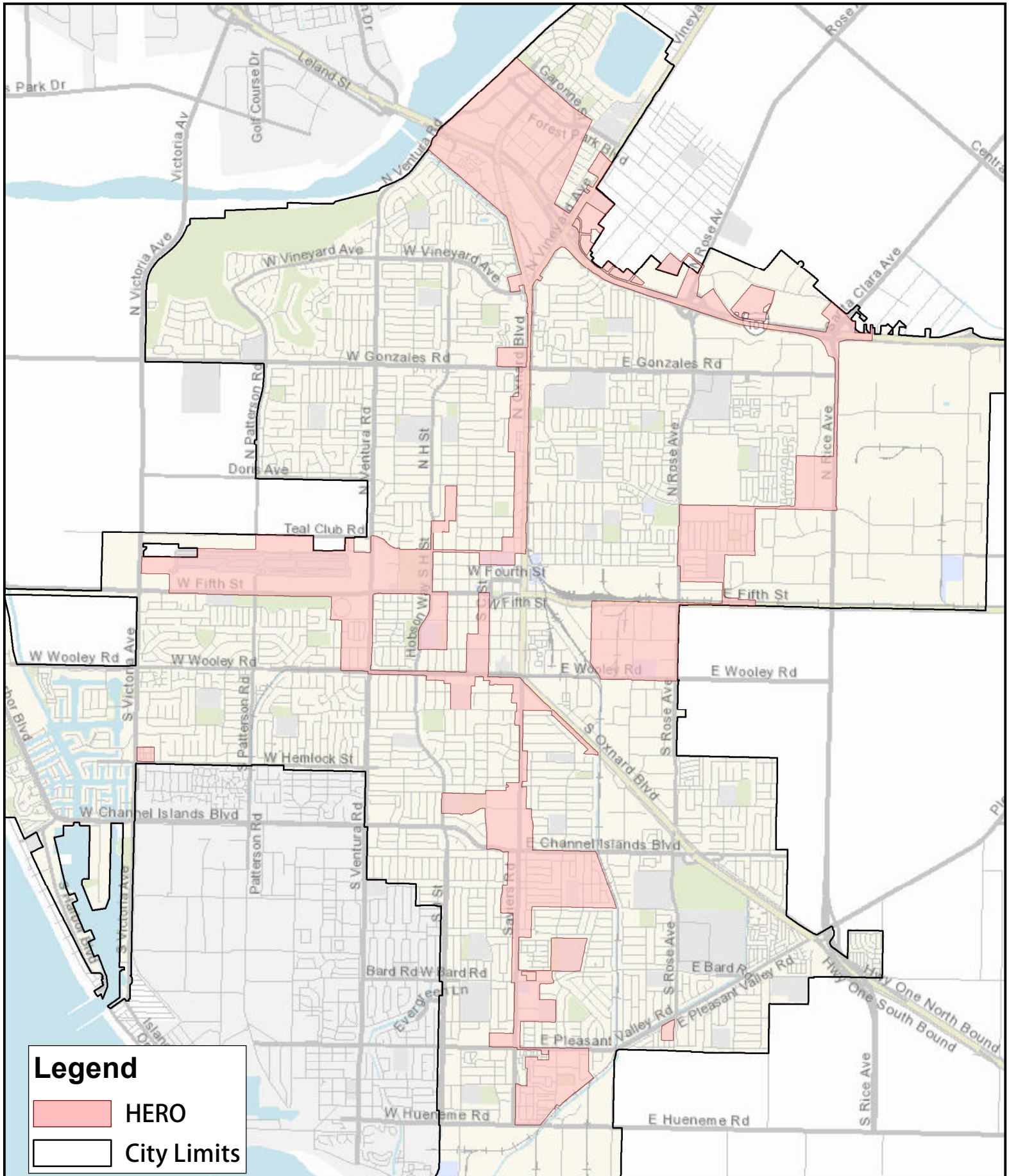
The Finance and Governance Committee approved 3-0 on December 13, 2022, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Shiri Klima, Deputy City Manager

ATTACHMENTS

1. Project Area Maps

HERO AREA



Created by:
OXNARD

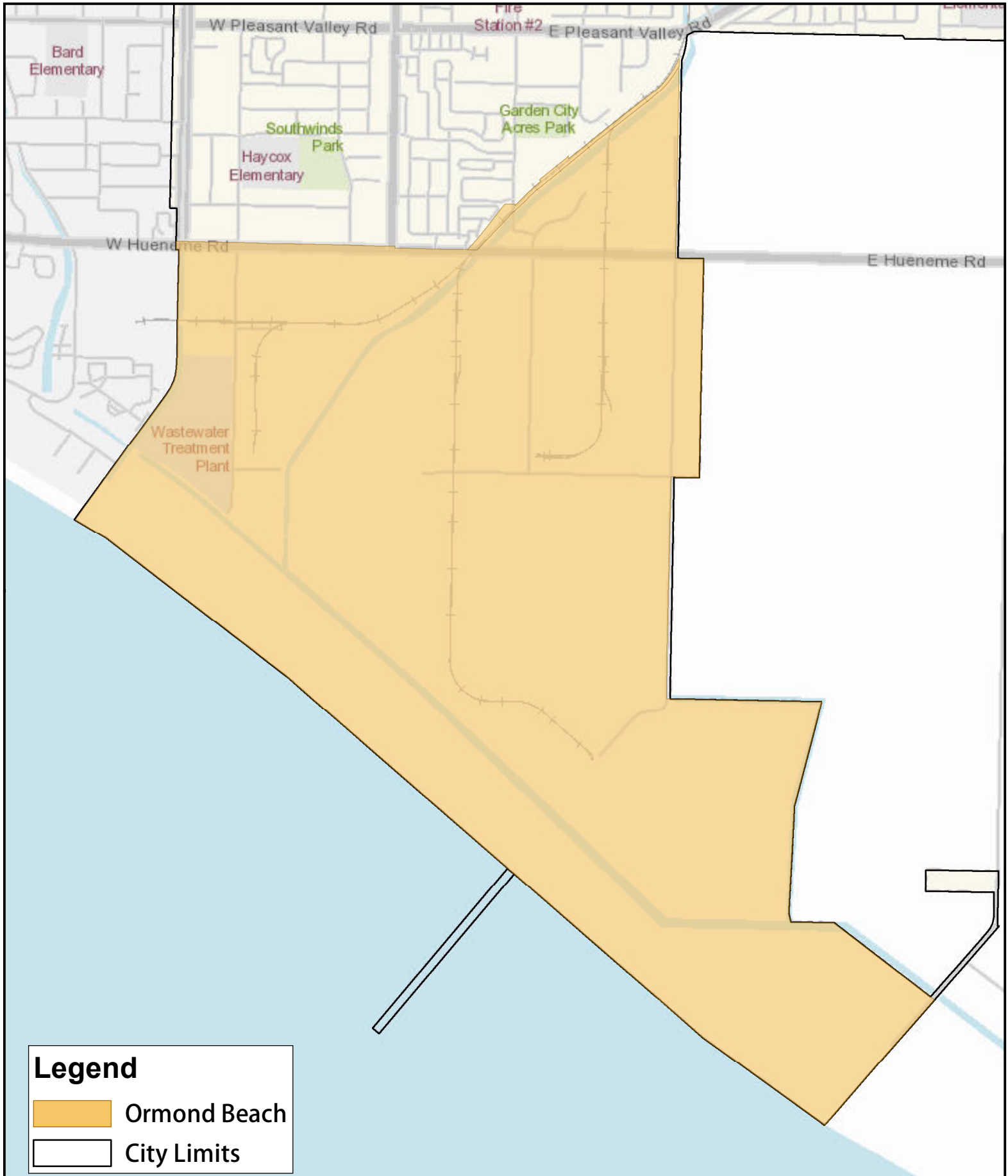
Geographic Information Systems Division
October 2022

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The City does not make any representations or warranties regarding the use, accuracy, reliability, and/or completeness of this map and no decision involving a risk of economic loss or physical injury should be made in reliance thereon.



Data Source:
City of Oxnard GIS Division
County of Ventura GIS Program

ORMOND BEACH AREA



Legend

- Ormond Beach
- City Limits



Geographic Information Systems Division
October 2022

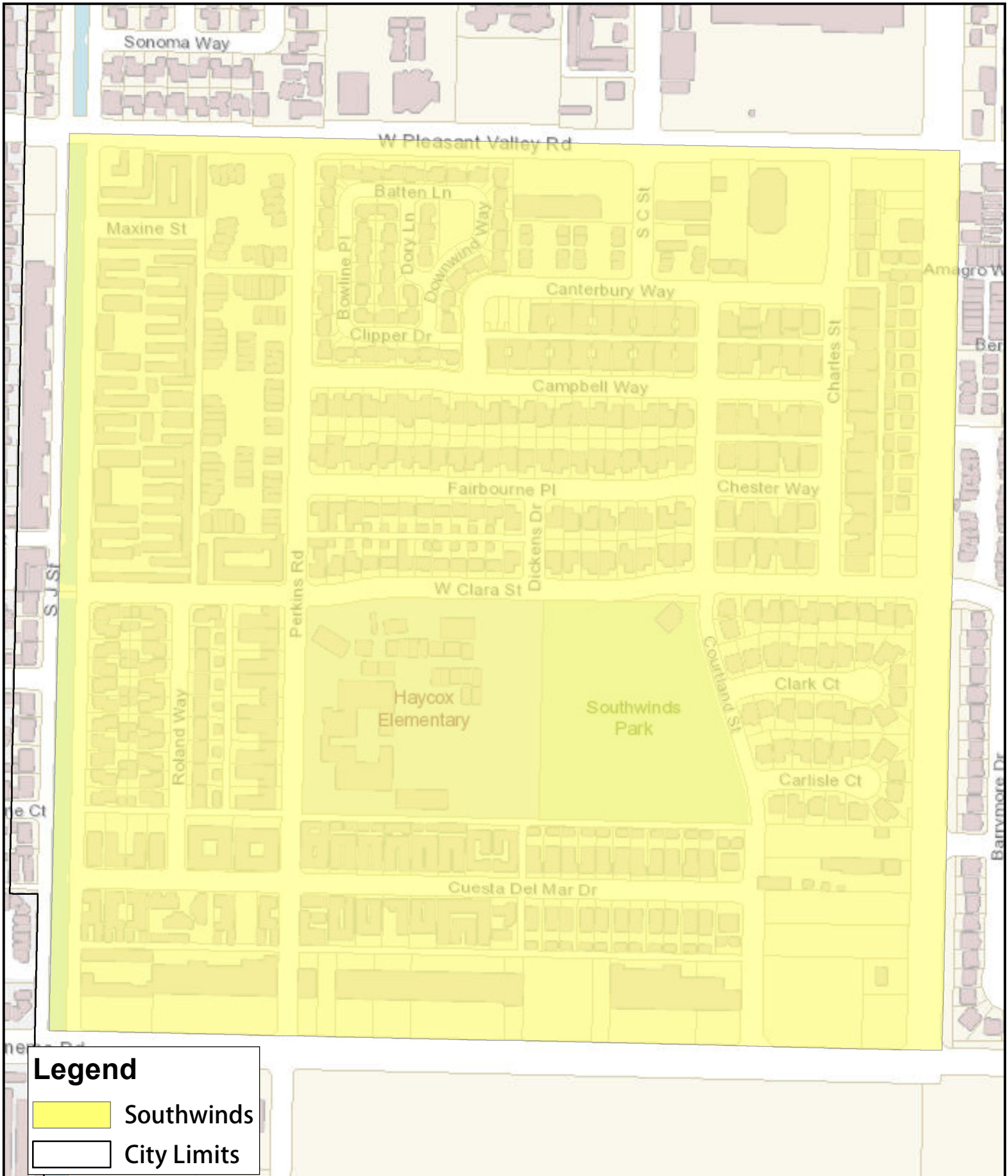
850 0 850 1,700 Feet

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Data Source:
City of Oxnard GIS Division
County of Ventura GIS Program

SOUTHWINDS AREA





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

DATE: January 3, 2023

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Agreement 32300058 with Taft Electric Company for On-Call Traffic Signals Repairs and Maintenance Services, Specification No. PW 23-40.

RECOMMENDATION

That the City Council approve and authorize the City to execute an Agreement with Taft Electric Company in the amount not to exceed \$300,000 for a three-year term for On-Call Traffic Signals Repairs and Maintenance Services.

(This item is categorically exempt from the California Environmental Quality Act pursuant to title 14 of the California Code of Regulations section 15301(c))

(Public Works and Transportation Committee approved 2-0.)

BACKGROUND

The On-Call Traffic Signal Services will provide City Traffic Engineering staff with much-needed support during day-to-day operations, and emergency issues. The on-call contractor will supplement staff's capabilities with the ability to perform repairs that City staff does not have the capacity or the equipment to perform. Further, during emergency situations, the on-call contract will respond within 1 hour to an incident to make repairs, assisting City staff at locations where traffic collisions damage signal equipment, or where equipment has failed.

In July of this year, an agreement with a not to exceed amount of \$300,000 was executed between the City and Taft Electric Inc for traffic signal repair and maintenance service for a three-year term however, the funds were utilized faster than expected. The City recently issued a task order under the July agreement to Taft for installation of video detection in the amount of \$140,000 approximately in preparation for the upcoming pavement rehabilitation work scheduled for Gonzales Road. Additionally, Taft has completed several emergency traffic signal repairs between July and October 2022 in the amount equal to \$75,000 due to traffic collisions. In order to continue the emergency signal repair and maintenance services, the City had to open a new bid and execute an agreement with the qualified bidder.

This will be a not-to-exceed agreement amount up to \$300,000 and the term will be for three years. All work will be issued through task orders at the direction of the City Traffic Engineer. The work under this agreement will be at prevailing wage rates through task orders issued prior to the start of any work. The work includes furnishing all labor, materials, equipment and other incidentals to provide on-call traffic signals repairs, maintenance, replacement, construction and electrical services as directed by City staff.

Projects to be completed by Contractor are categorized as follows:

Non-Scheduled Urgent Repair Work

Contractor must verbally respond within 30 minutes of telephone notification by the City. Contractor must be on the site within one hour of the notification and begin work immediately. Urgent repairs are those where public interest and

necessity demand the immediate response to avoid harm to or to safeguard life, health or property.

Scheduled Repair and Maintenance Work

Contractor must verbally respond within four hours of telephone notification by the City. The scope of work and schedule shall be mutually agreed to between City staff and the Contractor before work begins. Work under this category shall be planned and scheduled Monday through Friday between the hours of 8:00 am and 5:00 pm unless otherwise agreed to by the City.

DISCUSSION

The notice inviting formal bids (NIFB) on the Project was published on September 15, 2022, and all bids were due on October 11, 2022. The City received the following bids in which the lowest bidder was based on a summary of hourly rates for various services and equipment:

Taft Electric Company: \$3,346.04

Bear Electrical Solutions, Inc.: \$18,130.00

The lowest bidder is Taft Electric Company and its bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from Taft Electric Company. Procurement staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Based upon the available information and research performed to date, staff believes that the contractor is capable of satisfactorily completing the project. Thus, staff recommends that the City Council award the contract for this Project to Taft Electric Company.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The total cost for this agreement with Taft Electric Company shall not exceed \$300,000 over three years commencing in Fiscal Year 2022-23. Staff has projected the annual budget for this work of approximately \$100,000 per year. Funds for Fiscal Year 2022-23 have been included in the Adopted Budget in the General Fund Traffic Signal Maintenance Division (Account No. 1013101-53200) for these on-call services. Funding for subsequent fiscal years will be requested in the recommended budgets.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 2-0 on December 13, 2022, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. Agreement No. 32300058

**CITY OF OXNARD CONTRACT FOR
ON-CALL TRAFFIC SIGNALS REPAIRS AND MAINTENANCE SERVICES
SPECIFICATION NO. PW 23-40**

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 20____ ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and Taft Electric Company ("Contractor"). Contractor's license number is 772245.

In consideration of the covenants set forth herein, the parties hereto agree as follows:

1. Incorporation. The Contract consists of all Contract Documents, which shall include the General Provisions, Special Provisions and all documents referenced in either the General or Special Provisions as well as the Contractor's Bid Response. These documents are incorporated herein by reference.
2. Scope of Services. Contractor shall perform all Tasks in a good and workmanlike manner for the project identified as On-Call Traffic Signals Repairs and Maintenance Services Specification No. PW 23-40 ("Project"), as described in this Contract and in the Contract Documents, throughout the Contract Term. The Bid Sheets from the Contractor's Bid Response are attached hereto as "Exhibit A" and incorporated herein by this reference. The Special Provisions from the Contract Documents are attached hereto as "Exhibit B" and incorporated herein by this reference.
3. Compensation. In consideration of the services rendered pursuant to the requirements listed in the Contract Documents, City shall pay Contractor for each Task in accordance with the Contract Unit Prices submitted in the Bid and included in the attached Exhibit A, which in any case shall not exceed three hundred thousand dollars (\$300,000) during the Contract Term.
4. Contract Term. The Contract Term shall begin on the Effective Date and end three (3) years thereafter, unless sooner terminated pursuant to the Contract Documents.
5. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract Documents. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.
6. Prevailing Wages. City and Contractor acknowledge that the Tasks comprising the Project are public works to which prevailing wages apply. Once the Project Manager issues a Task Order, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the corresponding Task will be on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.
7. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every

employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

8. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

9. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

10. Entire Agreement. This Contract, including all incorporated documents, constitutes the entire agreement between the parties hereto with respect to the Project and all related Tasks and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties regarding the subject matter.

11. Amendment. No modification, amendment or supplement to this Contract other than Change Orders or Task Orders shall be binding unless made in writing and signed by the duly authorized representatives of both parties.

12. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Contract transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract for all purposes. This provision shall likewise apply to all Task Orders and other Contract Documents.

[signatures on following page]

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

CITY OF OXNARD

TAFT ELECTRIC COMPANY

☒ John C. Zaragoza, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager
☐ Jennifer Yates, Purchasing Manager
☐ [name] , Buyer

James Marsh, CEO² _____ Date _____

Carol Smith, Secretary _____ Date _____

ATTEST:

 Rose Chaparro, City Clerk (only if Mayor signs) _____ Date _____

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must sign any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

² The City requires the following for any contract:

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

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

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.

2. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-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. **Agmt No. 32300058**
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com Via
Fax: 678-259-1007

3. Contractor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-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).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies

shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY

LETTER **A**

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY

LETTER **B****COVERAGES**

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Agreement				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant

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

CERTIFICATE HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. **32300058**

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
ENDORSEMENT NO.		ISSUE DATE (MM/DD/YY)	
PRODUCER Telephone:		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
NAMED INSURED		☐ Deductible ☐ Self-Insured Retention (check which) of \$ with an Aggregate of \$ applies to coverage. ☐ Per Occurrence ☐ Per Claim (which)	
TYPE OF INSURANCE GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made ☐ COMPREHENSIVE GENERAL LIABILITY ☐ Retroactive Date ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence		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	
COVERAGES ☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ ☐		OTHER PROVISIONS Underwriter=s representative for claims pursuant to this insurance. CLAIMS: Name: Address: Telephone: ()	
LIABILITY LIMITS IN THOUSANDS \$ EACH OCCURRENCE AGGREGATE			
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows: 1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. 32300058 P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007			
AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ I (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature (original signature required) Telephone: () Date Signed			

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
Telephone:		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)	
NAMED INSURED		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:	
SAMPLE		CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE		OTHER PROVISIONS	
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER			
LIMIT OF LIABILITY		CLAIMS: Underwriter's representative for claims pursuant to this insurance.	
\$ _____ per accident, for bodily injury and property damage.		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 32300058 P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____	

of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code Sections 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. The date of the Bond must not be before the Contract's Effective Date. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to _____
 _____ ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as On-Call Traffic Signals Repairs and Maintenance Services, Specification No. PW 23-40 (the "Project").

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____
 ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of _____
 _____ Dollars (\$ _____), this amount being not less than a hundred percent (100%) of the total not to exceed Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assigns, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided for all Tasks, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, within the Contract Term, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed under any Task Order shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work in any Task Order. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. The date of Bond must not be before the Contract's Effective Date. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

EXHIBIT A
CITY OF OXNARD

**BID SHEETS FOR ON-CALL TRAFFIC SIGNALS REPAIRS
AND MAINTENANCE SERVICES
SPECIFICATION NO. PW 23-40**

Bidder's Name: Taft Electric Company

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, equipment and supplies for the Tasks comprising the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Project Manager at the following prices:

ITEM NO.	DESCRIPTION	UNIT	Scheduled Work Hourly Rate Monday-Friday 8:00 am - 5:00pm 4 hour response time**	Unscheduled Urgent Work Hourly Rate Monday-Friday 8:00 am - 5:00pm 1 hour response time**	Unscheduled Urgent Work Hourly Rate Monday-Friday 5:01pm - 7:59 am, weekends and holidays 1 hour response time**	Total of hourly rates
1.	Crane Boom Truck	HR	\$80.68	\$80.68	\$80.68	\$242.04
2.	Backhoe	HR	\$69.00	\$69.00	\$69.00	\$207.00
3.	Bucket Truck	HR	\$41.45	\$41.45	\$41.45	\$124.35
4.	Utility Truck	HR	\$42.46	\$42.46	\$42.46	\$127.38
5.	Wire Trailer	HR	\$2.08	\$2.08	\$2.08	\$6.24
6.	Loop Saw	HR	\$43.70	\$43.70	\$43.70	\$131.10
7.	Hot Melt Trailer	HR	\$14.95	\$14.95	\$14.95	\$44.85
8.	Air Compressor	HR	\$20.90	\$20.90	\$20.90	\$62.70
9.	Boring Machine	HR	\$299.00	\$299.00	\$299.00	\$897.00

ITEM NO.	DESCRIPTION	UNIT	Scheduled Work Hourly Rate Monday-Friday 8:00 am - 5:00pm 4 hour response time**	Unscheduled Urgent Work Hourly Rate Monday-Friday 8:00 am - 5:00pm 1 hour response time**	Unscheduled Urgent Work Hourly Rate Monday-Friday 5:01pm - 7:59 am, weekends and holidays 1 hour response time**	Total of hourly rates
10.	Electrician	HR	\$115.29	\$195.68	\$243.64	\$554.61
11.	Traffic Technician	HR	\$108.12	\$185.02	\$229.42	\$522.56
12.	Laborer	HR	\$91.30	\$153.37	\$181.54	\$426.21
Total Bid Price						\$3,346.04

Note: No adjustment in the Contract Unit Prices will be allowed. The cost of all labor, export of material and other costs shall be included in the above Contract Unit Prices; no additional compensation will be granted for such expenses.

BID PRICE IN DIGITS: \$ 3,346.04

BID PRICE IN WORDS: Three thousand three hundred forty six dollars and four cents

Bidder acknowledges receipt of all addenda

Addendum: Date Received:
#01 10/6/2022
#02 _____

Addendum: Date Received:
#03 _____
#04 _____

Bidder's Name (Company): Taft Electric Company

Signature: 
Print: Tony Valentino

Title: President/COO
Date: 10/10/2022

Signature: 
Print: Carol Smith

Title: Corporate Secretary
Date: 10/10/2022

EXHIBIT B

SPECIAL PROVISIONS

ON-CALL TRAFFIC SIGNAL REPAIRS AND MAINTENANCE SERVICES SPECIFICATION NO. PW 23-40

1000 Scope and Location of Services

The Contractor shall furnish all necessary labor, materials, equipment and other incidental and appurtenant Work to repair, maintain, replace, construct, and service traffic signals, detectors, fiber and twisted-pair traffic signal interconnects as requested through Task Order and at locations throughout the City of Oxnard as directed by the Project Manager. Such services may include but are not limited to:

1. Inspect traffic signal equipment and identify required maintenance needs.
2. Repair, maintain, or replace worn, damaged, or potentially faulty components in signal cabinets.
3. Repair, maintain, or replace signal cabinets and/or components that exceed the useful life.
4. Repair, maintain, or replace signal poles, including foundations and standard required underground work.
5. Repair, maintain, or replace broken traffic signal conduits.
6. Repair, maintain, or replace traffic signal wiring.
7. Repair, maintain, or replace traffic signal detector loops.
8. Repair, maintain, or replace video detection equipment.
9. Repair, maintain, or replace fiber and/or twisted pair traffic signal interconnect and conduit. For any fiber activity, Contractor shall be required to provide certification or subcontractor certified to work on fiber optic cables and equipment.
10. Any Work on service pedestals shall include reinstating electrical power to that service pedestal.
11. Provide temporary signaling equipment.
12. Obtain all necessary permits to complete any Task Order.

All Work shall comply with the City of Oxnard Traffic Signal Specifications which may be located at:

<https://www.oxnard.org/wp-content/uploads/2022/04/2020-Oxnard-Traffic-Signal-Specifications.pdf>

1000-1 Schedule and Response Time

Contractor shall respond to all requests as required, 24 hours per day, 365 days per year, including holidays. All costs for labor for these requests shall be included in the Bid sheets. Response time by the Contractor shall be as stated below:

1. Non-Scheduled Urgent Repair Work:

Contractor must verbally respond within thirty (30) minutes of telephone notification by the City. Contractor must be on the site within one (1) hour of the notification and begin

Work immediately. Urgent repairs are those where public interest and necessity demand the immediate expenditure of public money to avoid harm to or to safeguard life, health or property.

2. Scheduled Repair and Maintenance Work:

Contractor must verbally respond within four (4) hours of telephone notification by the City. The scope of Work and schedule shall be mutually agreed to between City staff and contractor before Work begins. Work under this category shall be planned and scheduled Monday through Friday between the hours of 8:00 am and 5:00 pm unless otherwise agreed to by the City.

1000-2 Contractor Requirements

Contractor's field electricians shall be California Certified Electricians per the Division of Apprenticeship standards. A State certified electrician shall be present during any electrical Work.

1000-3 Payment

All Work will be pre-approved by a Task Order issued by the Project Manager prior to starting Work. Rates for the Work performed under each Task Order shall not exceed the rates specified in the Bid Sheets attached hereto as Exhibit A. The Task Order may include all materials, labor, and taxes; if it does not, the Contractor shall clarify any missing information before commencing Work. A separate invoice is required for each Task Order issued pursuant to the Contract. Contractor's markup on the purchase of materials or rental of equipment used for each Task Order shall not exceed fifteen percent (15%) of the Contractor's costs. If a permit is required to complete any Task Order, then Contractor may invoice for the actual permit cost and Contractor's markup which shall not exceed fifteen percent (15%) for Contractor's cost to obtain the permit. Contractor is required to itemize hours worked, materials used, and number of hours and type of rented equipment used to complete each Task Order. Contractors invoice shall include such itemizations along with backup evidencing the basis for the fifteen percent (15%) markup on purchased materials, equipment rental and permits.

Contractors hourly rate shall only include time spent at the location of service. The City shall not pay for time spent on route or traveling to acquire parts or supplies unless pre-approved by the Project Manager and stated in the Task Order.



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

DATE: January 3, 2023
TO: City Council
FROM: Betsy George, Chief Financial Officer, (805) 200-5400, betsy.george@oxnard.org
SUBJECT: Update on the Corrective Action Plan (CAP) for Closing Past Audit Findings.

RECOMMENDATION

That the City Council receive an update on the City's Corrective Action Plan (CAP) for closing past audit findings.

(Finance and Governance Committee approved 3-0)

BACKGROUND

The City's annual audit for FY 2014-15 produced 111 single-audit findings. These findings primarily concerned the City's policies and procedures (or lack thereof) for accounting and financial management. Between fiscal year 2016 through the fiscal year ended June 30, 2018, the City's annual audits continued to identify new findings in the double digits. For FY 2019-20, there was one additional audit finding, for Information Technology General Controls, which was communicated to City Council via a separate confidential written report due to its sensitive nature. For FY 2020-21, there was one new finding for accounting and financial management, but only two earlier audit findings remain unresolved, and there are no material weaknesses. Below is a table summarizing audit finding history.

History of Findings by Fiscal Year	A # of New Finding	B # of Repeat Findings	C = (A+B) + Prior Year C Total # of Findings
FY 2014-15	111	0	111
FY 2015-16	5	0	116
FY 2016-17	10	9	135
FY 2017-18	24	13	172
FY 2018-19	8	3	183
FY 2019-20	1	0	184
FY 2020-21	1	1	186

In order to correct the various accounting and financial management audit findings, the City was required to produce a Corrective Action Plan, or CAP. This plan, updated annually, addresses all unresolved findings, and the steps and timeline to correct them. Staff created a detailed audit scorecard, and began presenting it to the Finance and Governance

Committee, and to City Council, every six months.

DISCUSSION

As reported in our last update to the Finance and Governance Committee in May 2022 (and later to City Council), only three findings remain outstanding, the one new finding identified in the FY 20-21 audit related to the CDBG HUD findings, and two prior audit findings related to the Indirect Cost Allocation Plan Update and to the Information Technology General Controls.

We have continued to make progress on the corrective actions for all three findings. We anticipate that the corrective actions will be complete for the CDBG HUD finding and the Indirect Cost Allocation Plan Update and will be ready to be tested during the Single Audit in January 2023. The City Council will continue to receive updates on the IT General Controls finding through separate confidential reports.

The audit of the City's Fiscal Year 2021-22 financial statements is currently being conducted by the City's independent auditor, Eadie +Payne, and following the completion of its audit, the Single Audit will begin in January 2023. During staff's next update - approximately six months from now - the City expects to have results of Eadie + Payne's financial statement audit and any testing on completed corrective actions.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, improve, and strengthen the organizational foundation of the City in order to build a modern, high-functioning City government that effectively and efficiently supports the operating departments in providing high-quality services and programs for our residents and businesses.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

The Finance and Governance Committee approved 3-0 on November 22, 2022, to approve the staff recommendation and to forward the item to Council.

Prepared by: Jennifer Hiraoka, Senior Manager Internal Controls

ATTACHMENTS

None



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

DATE: January 3, 2023
TO: City Council
FROM: Betsy George, Chief Financial Officer, (805) 200-5400, betsy.george@oxnard.org
SUBJECT: Fiscal Year 2021-22 Annual Report on Development Impact Fees (AB1600).

RECOMMENDATION

That the City Council receive and file the annual development impact fee report (AB1600) for the fiscal year ended June 30, 2022.

The report can be accessed on the City's website at <https://www.oxnard.org/city-department/finance/annual-reports-on-development-impact-fees/>

(Finance and Governance Committee recommend 3-0.)

BACKGROUND

Development impact fees (DIF) are one-time charges on new development projects that are collected and used by jurisdictions to cover the cost of capital facilities and infrastructure needed to serve the new residential and development growth. The Mitigation Fee Act (Act), commonly known as Assembly Bill 1600 (AB1600), was adopted by the State of California in 1987 and created Section 66000 et. seq. of the Government Code.

AB1600 was enacted to ensure that new development mitigates its impact on the City's infrastructure and allows local agencies to impose fees in connection with approval of a development project to defray all or a portion of the cost of public facilities and infrastructure needed to serve the related development project. If the local agency does not identify a specific and appropriate use for the funds collected, it is required to refund, on a pro rata basis, to the current owner(s) of record, the unexpended portion of the fee and any interest accrued thereon.

To comply with the identification and appropriate use of fees collected, AB1600 requires that agencies report annually on the fees collected and the use of those fees. The specific requirements are:

1. Brief description of the type of fee in the account or fund
2. Amount of the fee
3. Beginning and ending balance in the account or fund
4. Amount of fees collected and the interest earned during the previous year
5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees
6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete
7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each loan will be repaid and the rate of interest the account will receive on the loan

8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

Moreover, Government Code Section 66001(d) requires that for the fifth year following the first deposit into a DIF account or fund, and every five years thereafter, the local agency shall make all of the following findings with respect to that portion of the account or fund remaining unexpended, whether committed or uncommitted:

1. Identify the purpose for which the fee is to be expended.
2. Demonstrate a reasonable relationship between the fee and the purpose for which it is charged.
3. Identify all sources and amounts of funding anticipated to complete financing for incomplete improvements.
4. Designate the approximate dates on which the funding referred to in item 2 above is expected to be deposited into the appropriate account or fund.

The City prepared a Five-Year Findings Report for the Fiscal Year ended June 30, 2020. Therefore, the next Five-Year Report will be prepared for the Fiscal Year ended June 30, 2025. Development Impact Fee Reports are made available to the public and can be found under the Reports section on the Finance Department's page of the City's website.

DISCUSSION

The City contracted with Harris & Associates, Inc. to prepare the required AB1600 Report for the fiscal year ended June 30, 2022. The attached report for the fiscal year ended June 30, 2022, provides all of the required information as noted in the Background section above. A summary for the 2021-22 fiscal year activity is presented in the table below.

Summary of Activity by Impact Fee Type

Description	Fund Number	Beginning Balance	Total Revenues (Net of Fair Market Value Investment Adjustment)	Total Expenditures	Ending Balance
Park Acquisition & Development	352	\$675,924	\$16,751	(\$756)	\$691,919
Storm Drain Facilities Fee	353	\$8,677,512	(\$186,302)	(\$18,441)	\$8,472,769
Circulation System Improvement Fee	354	\$13,718,835	\$2,066,869	(\$202,706)	\$15,582,998
Capital Growth Fee (Residential)	355	\$1,638,799	\$229,647	(\$31,092)	\$1,419,328
Capital Growth Fee (Non-Residential)	356	\$2,556,696	\$39,964	(\$648)	\$2,456,669
Mobility Fee	357	\$712,785	\$9,757	\$0	\$722,542
Public Art Program Fee	547	\$1,101,386	\$65,642	(\$9,046)	\$1,157,982
Water Resource Development Fee	603	\$18,501,702	(\$17,954)	(\$802,619)	\$17,681,128
Water Capital Facility Charge	605	\$2,872,801	\$22,096	(\$1,387,433)	\$1,507,465
Wastewater Connection Fee	613	\$4,170,926	\$230,305	(\$9,970)	\$4,391,261
Wastewater Treatment Connection Fee	623	\$7,566,709	\$554,754	(\$9,440)	\$8,112,024

Improvements to the City's infrastructure are identified to meet current needs and to accommodate future growth. Governing documents identifying these improvements may be an Environmental Impact Report, a master plan, the results of a deficiency study, or a specific City Council action.

New development that benefits from a particular improvement pays its pro-rata share of that improvement. Frequently,

the pro-rata share (fee) collected does not fully fund the infrastructure deficiency and other City resources are included. When an improvement benefiting a property has been constructed by the City, the new development's pro-rata share (fee) reimburses the City. If a developer has constructed an improvement, it receives reimbursement fees collected by the City from other developments. For Developer Impact Fee funded projects, the attached report shows how much of each project is funded with fees. The dates of completion for each improvement noted in the report are dependent upon the rate of development and the collection of sufficient revenues to complete the improvement.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

There is no financial impact to receive and file this report.

COMMITTEE OUTCOME

Finance and Governance Committee recommend 3-0 on December 13, 2022, that the City Council receive and file this report.

Prepared by: Betsy George, Chief Financial Officer

ATTACHMENTS

1. City of Oxnard FY 21-22 AB1600 Report



Development Impact Fee Annual Report

City of Oxnard



For the Fiscal Year Ending June 30, 2022

Prepared by:



Harris & Associates.

22 Executive Park | Irvine, CA | 92614

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Executive Summary

Development Impact Fees (DIFs) are fees imposed by a local government on new or proposed development projects to ensure public services and infrastructure will be sufficient to serve those new development projects. California state law requires local agencies, on an annual basis, to prepare a report on the status of their Development Impact Fee (DIF) program in accordance with California Assembly Bill 1600 (AB1600). This report will serve as the City of Oxnard's AB1600 report for the fiscal year starting July 1, 2021 and ending June 30, 2022 (FY21-22).

The fees for Parks and Recreation, Storm Drainage, Traffic, Growth Requirement Capital (Residential and Non-Residential), and Public Art Projects were updated on May 19, 2020 by Resolution 15,329 adopting the City of Oxnard Development Impact Fee Nexus Study (April 2020). To assist developers adjust to the new rates, Council adopted a phased in approach based upon level of fee increase and comparison with surrounding jurisdiction DIFs. Based on the phasing criteria, the Growth Fee, Park Development Fee, Traffic Impact Fee, and Mobility Fee are phased in. The updated fees became effective July 18, 2020 and are adjusted annually using the June Engineering News Record Construction Cost Increase for the Los Angeles region.

The City of Oxnard currently collects the development impact fees listed in the table below. The table also provides the fund that the fee is deposited into.

Fee	Fund Number
Parks and Recreation Fee	352
Storm Drain Facility Fee	353
Traffic Impact Fee	354
Growth Requirement Capital Fee (Residential & Non-Residential)	355 & 356
Mobility Fee	357
Art in Public Places Fee	547
Water Resource Development Fee	603
Water Capital Facility Charge	605
Wastewater Collection Connection Fee	613
Wastewater Treatment Connection Fee	623

Section 1 - Requirements of the Mitigation Fee Act (AB1600)

Assembly Bill 1600 (AB1600), commonly known as the Mitigation Fee Act, was enacted by the state of California in 1987 and created Section 66000 et. seq. of the Government Code. AB1600 requires the City to report fee information annually and every fifth year. Within 180 days after the last day of each fiscal year, the City must make available the following information from the prior fiscal year:

1. Brief description of the type of fee in the account or fund
2. Amount of the fee
3. Beginning and ending balance in the account or fund
4. Amount of fees collected and the interest earned during the previous year
5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees
6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete
7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each loan will be repaid and the rate of interest the account will receive on the loan
8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

For the fifth fiscal year following the first deposit into the account or fund, and every five years thereafter, the City must make the following findings with respect to any remaining funds in the fee account, regardless of whether those funds are committed or uncommitted:

1. Identification of the purpose to which the fees are to be put
2. Demonstrate a reasonable relationship between the fee and the purpose for which it is charged
3. Identification of all sources and amounts of funding anticipated to complete financing in incomplete improvements identified as part of the City's annual report
4. Identification of the approximate dates on which the funding referred to in Requirement 3 is expected to be deposited into the appropriate account or fund

The City must make this information available for public review and must present it at the next regularly scheduled public meeting no less than 15 days after this information is made available to the public. This report is intended to satisfy the annual reporting requirements for FY21-22.

Section 2 – Annual Report

The following section provides information necessary to meet the legal requirements for each impact fee fund. This includes a brief description of the fee, the amount of the fee, the beginning and ending balances, fee revenues collected, interest earned, and the expenditures on each project including the percentage that was funded with fees. It also includes a table summary of whether sufficient funds have been identified to complete future projects and the approximate date by which the construction of the public improvement will commence if sufficient funds have been identified. Any transfers or loans are also identified as well as any refunds from the account.

Fund 352: Park and Recreation Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The Park and Recreation Fee requires that all new residential development pay a one-time fee per residential unit to fund the construction of new parks. The Park and Recreation Fee (formerly the Park Acquisition and Development Fee) was originally established by Ordinances 1421, 1448, 1696, 1949, and 2031 and was updated in 2020 via Resolution 15,329.



Requirement 2. Amount of the fee.

The Park and Recreation Fee for FY21-22 is summarized in Table 1.

Table 1: Park and Recreation Fee

Land Use	Fee as of July 18, 2020	Fee as of July 18, 2021
Residential (<i>per DU</i>)		
Single Family	\$3,622	\$5,307
Multi Family	\$2,437	\$3,531
Non-Residential		
All Non-Residential	Exempt	Exempt

Requirement 3. Beginning and ending balance in the account or fund.

Table 2 summarizes the beginning and ending fund balances for the Park and Recreation Fee for FY21-22.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 2 summarizes the fees collected and the interest earned for the Park and Recreation Fee during FY21-22.

Table 2: Park and Recreation Fee Fund Summary	
Park and Recreation Fee	
Beginning Fund Balance as of July 1, 2021	\$675,923.99
Revenues	
Fees Collected	\$43,356.50
Interest Earned	\$3,149.11
Fair Market Value Adjustment ¹	(\$29,754.94)
Other Revenues	\$0.00
Total Revenues	\$16,750.67
Expenses	
Project Expenses	\$0.00
Developer Reimbursement	\$0.00
Other Charges ²	(\$756.00)
Total Expenses	(\$756.00)
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2022	\$691,918.66

1) Fair Market Value Adjustment takes into account funding, credit risk and regulatory capital costs.

2) Other Charges include expenses for General Fund indirect charges, other/bank charges, and consultant contract costs.

Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 3 displays the expenditures on Park and Recreation Fee projects for FY21-22.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.

Table 3 summarizes the planned future expenditures for the Park and Recreation Fee and the anticipated construction start date.

Table 3: Park and Recreation Fee Project Expenditures

Project No.	Project Name	Project Budget ¹	Fund 352 Expense to Date	Fund 352 Expense FY 21-22	Fund 352 Future Expenditures	% Funded by Fee	Approx. Construction Start Date ¹
905701	Cabrillo Neighborhood Park	\$16,837	\$0	\$0	\$16,837	100%	2023
945702	Citywide Park Improvement Program	\$320,968	\$43,547	\$0	\$277,421	100%	2023
n/a	Via Marina Park Renovation	\$1,234,871	\$0	\$0	\$1,234,871	100%	2027+
n/a	Del Sol Park Improvements - Phase 1	\$520,000	\$0	\$0	\$520,000	100%	2027+
n/a	Seaview Park Improvements	\$2,227,623	\$0	\$0	\$2,227,623	100%	2027+
-	Indirect Charges ²	-	-	\$756	\$0	-	n/a
GRAND TOTAL		\$4,320,299	\$43,547	\$756	\$4,276,752		

1) City of Oxnard 2022-2027 Capital Improvement Program. Construction start date may be revised pending availability of funds.

2) Indirect Charges include costs related to Human Resources, Finance, City Manager, City Attorney, Treasurer, City Clerk, City Council, etc.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY21-22.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

There were no refunds made from this fund in FY21-22.

Fund 353: Storm Drain Facility Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The City imposes a fee on new development based upon their prorated share of the cost of constructing the improvements identified in the City's Drainage Master Plan. The City's Storm Drain Facility Fees were based on Ordinance 2258 and Resolution 10274 and were updated as part of the 2020 DIF update via Resolution 15,329.



Requirement 2. Amount of the fee.

The Storm Drain Facility Fee for FY21-22 is summarized in Table 4 below.

Table 4: Storm Drain Facility Fee

Land Use	Fee as of July 18, 2020	Fee as of July 18, 2021
Residential (per gross AC)		
Single Family	\$15,954	\$18,609
Multi Family	\$21,937	\$25,587
Non-Residential (per gross AC)		
All Non-Residential	\$21,937	\$25,587

Requirement 3. Beginning and ending balance in the account or fund.

Table 5 summarizes the beginning and ending fund balances for the Storm Drain Facility Fee for FY21-22.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 5 summarizes the fees collected and the interest earned for the Storm Drain Facility Fee during FY21-22.

Table 5: Storm Drain Facility Fee Fund Summary

Storm Drainage Fee	
Beginning Fund Balance as of July 1, 2021	\$8,677,511.85
Revenues	
Fees Collected	\$146,712.31
Interest Earned	\$38,987.63
Fair Market Value Adjustment ¹	(\$372,002.13)
Other Revenues	\$0.00
Total Revenues	(\$186,302.19)
Expenses	
Project Expenses	\$0.00
Developer Reimbursement	\$0.00
Other Charges ²	(\$18,441.00)
Total Expenses	(\$18,441.00)
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2022	\$8,472,768.66

1) Fair Market Value Adjustment takes into account funding, credit risk and regulatory capital costs.

2) Other Charges include expenses for General Fund indirect charges, other/bank charges, and consultant contract costs.

Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 6 summarizes the expenditures this past year on storm drainage projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.

Table 6 summarizes the planned future expenditures for the Storm Drainage Facility Fee.

Table 6: Storm Drainage Project Expenditures

Project No.	Project Name	Project Budget ¹	Fund 353 Expense to Date	Fund 353 Expense FY 21-22	Fund 353 Future Expenditures	% Funded by Fee	Approx. Construction Start Date ¹
n/a	Citywide SD Construction	\$ 13,450,000	-	-	\$ 13,450,000	100%	2023
-	Other Services / Bank Charges	-	-	-	-	-	n/a
-	Indirect Charges ²	-	-	\$ 18,441	-	-	n/a
GRAND TOTAL		\$ 13,450,000	\$ -	\$ 18,441	\$ 13,450,000		

1) City of Oxnard 2022-2027 Capital Improvement Program. Construction start date may be revised pending availability of funds.

2) Indirect Charges include costs related to Human Resources, Finance, City Manager, City Attorney, Treasurer, City Clerk, City Council, etc.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY21-22.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

There were no refunds made from this fund in FY21-22.

Fund 354: Traffic Impact Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The City charges a fee to all new development and redevelopment in the City that generates additional vehicular trips above what can be reasonably associated with the current use of the property. The fee is used to construct improvements to the circulation system. The City's Traffic Impact Fee (Formerly Circulation System Improvement Fee) was established under Ordinance 2258 and Resolutions 10016, 10673, 13328, 13600, and 13890 and was updated and renamed to the Traffic Circulation Fee during the 2020 DIF update via Resolution 15,329.

Requirement 2. Amount of the fee.

The Traffic Impact Fees for FY21-22 are summarized in Table 7.

Table 7: Traffic Impact Fee

Land Use	Fee as of July 18, 2020	Fee as of July 18, 2021
Residential (per DU)		
Single Family	\$9,769.00	\$10,480.53
Mobile Home	\$5,174.00	\$5,550.85
Low-Rise Multi Family	\$7,574.00	\$8,125.66
Mid-Rise Multi Family	\$5,630.00	\$6,040.06
High-Rise Multi Family	\$4,605.00	\$4,940.41
Senior Housing	\$4,139.00	\$4,440.47
Commercial (per 1,000 SF)		
Office	\$10,079.00	\$10,813.11
Medical Office	\$6,054.00	\$6,494.95
General Commercial (C2)	\$6,560.00	\$7,037.80
Light Industrial	\$5,132.00	\$5,505.79
Warehouse	\$1,800.00	\$1,931.10
New Car Sales	\$6,157.00	\$6,605.45
Church	\$4,118.00	\$4,417.94
Restaurant	\$19,506.00	\$20,926.73
Fast Food w/ Drive Thru	\$102,342.00	\$109,796.13
Fueling Station w/ Car Wash		
Self Service Car Wash (per Stall)	\$27,153.00	\$29,130.70
Gas Station (per fueling station)	\$22,962.00	\$34,443.00
Hotel/Motel (per Room)		
All Hotel/Motel	\$5,040.00	\$5,407.09
Other (per Average Daily Trip)		
Other Uses Not Noted	\$1,035.00	\$1,110.38

Requirement 3. Beginning and ending balance in the account or fund.

Table 8 summarizes the beginning and ending fund balances for the Traffic Impact Fee for FY21-22.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 8 summarizes the fees collected and the interest earned for the Traffic Impact Fee during FY21-22.

Table 8: Traffic Impact Fee Fund Summary

Circulation System Improvement Fee	
Beginning Fund Balance as of July 1, 202	\$13,718,834.94
Revenues	
Fees Collected	\$2,654,024.13
Interest Earned	\$71,454.51
Fair Market Value Adjustment ¹	(\$658,610.08)
Other Revenues	\$0.00
Total Revenues	\$2,066,868.56
Expenses	
Project Expenses	(\$186,066.89)
Developer Reimbursement	\$0.00
Other Charges ²	(\$16,638.96)
Total Expenses	(\$202,705.85)
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2022	\$15,582,997.65

1) Fair Market Value Adjustment takes into account funding, credit risk and regulatory capital costs.

2) Other Charges include expenses for General Fund indirect charges, other/bank charges, and consultant contract costs.

Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 9 summarizes the expenditures this past year on Traffic Impact Fee projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.

Table 9 summarizes the planned future expenditures for the Traffic Impact Fee projects.

Table 9: Traffic Impact Fee Project Expenditures

Project No.	Project Name	Project Budget ¹	Fund 354 Budget	Fund 354 Expense to Date	Fund 354 Expense FY 21-22	Fund 354 Future Expenditures	% Funded by Fee	Approx. Construction Start Date ³
133101	Rice Ave At 5th St GRD	\$ 99,260,096	1,731,096	\$ 772,160.90	\$ 6,969	\$ 958,935.10	1.7%	In Progress
163106	HWY 101 - Rice Phase II	\$ 689,003	608,823	\$ 608,823.56	\$ -	\$ 80,180.00	88%	2022
173102	Oxnard Boulevard & Saviers Road Signal Improvements	\$ 1,692,315	301,975	\$ 37,025.65	\$ 2,852	\$ 264,949.35	18%	In Progress
183101	Oxnard Boulevard Bicycle Facilities Installation	\$ 2,747,978	708,828	\$ 26,686.72	\$ 26,687	\$ 682,141.28	26%	In Progress
183114	Traffic Signal Modifications	\$ 3,869,253	25,035	\$ 25,007.64	\$ (27)	\$ 27.36	0.6%	In Progress
203101	Adaptive Traffic Signal	\$ 1,852,000	1,852,000	\$ 288,514.23	\$ 149,587	\$ 1,563,485.77	100%	In Progress
203106	Traffic Signal Modernization	\$ 7,360,000	3,360,000	\$ 267,693.68	\$ -	\$ 3,092,306.32	46%	In Progress
223110	US 101 Del Norte Interchange Upgrade	\$ 250,000	250,000	\$ -	\$ -	\$ 250,000.00	100%	2027+
n/a	Five Points Intersection Modernization	\$ 250,000	250,000	\$ -	\$ -	\$ 250,000.00	100%	2022
n/a	Traffic Circulation Study	\$ 500,000	500,000	\$ -	\$ -	\$ 500,000	100%	n/a
n/a	ITS Master Plan Update	\$ 250,000	250,000	\$ -	\$ -	\$ 250,000	100%	n/a
n/a	Traffic Model Update	\$ 200,000	200,000	\$ -	\$ -	\$ 200,000	100%	n/a
n/a	Traffic Signal Modernization (ITS)	\$ 6,800,000	6,800,000	\$ -	\$ -	\$ 6,800,000	100%	2025
n/a	Traffic Signal Timing	\$ 850,000	850,000	\$ -	\$ -	\$ 850,000	100%	2025
n/a	Fifth Street & Pacific Avenue Traffic Signal	\$ 1,527,000	1,527,000	\$ -	\$ -	\$ 1,527,000	100%	2025
-	Other Services / Bank Charges	-	-	-	-	-	-	n/a
-	Indirect Charges ²	-	-	-	\$ 16,639	-	-	n/a
GRAND TOTAL		\$ 128,097,645	\$ 19,214,757	\$ 2,025,912.38	\$ 202,705.85	\$ 17,269,025.18		

1) City of Oxnard 2022-2027 Capital Improvement Program.

2) Indirect Charges include costs related to Human Resources, Finance, City Manager, City Attorney, Treasurer, City Clerk, City Council, etc.

3) Construction start date may be revised pending availability of funds.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY21-22.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

There were no refunds made from this fund in FY21-22.

Funds 355 & 356: Growth Requirement Capital Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The City's Growth Requirement Capital Fee funds general governmental facilities such as Fire and Police Stations, City Hall, Corporation Yards, and Recreation Facilities. The fee is based on Ordinance 2258 and Resolutions 10275, 10996, and 12975 and was updated as part of the 2020 DIF update via Resolution 15,329. The fee is collected based on additional covered space created by any new development. There are two separate funds for this fee. Fund 355 is for residential fees and Fund 356 is for non-residential fees.



Requirement 2. Amount of the fee.

The Growth Requirement Capital Fee for FY21-22 is summarized in Table 10.

Table 10: Growth Requirement Capital Fee

Land Use	Fee as of July 18, 2020	Fee as of July 18, 2021
Residential (Fund 355)		
Single Family (<i>per DU</i>)	\$4,383	\$5,182
Multi Family (<i>per DU</i>)	\$2,558	\$3,256
Non-Residential (Fund 356)		
Retail (<i>per 1,000 building SF</i>)	\$1,309	\$1,664
Office (<i>per 1,000 building SF</i>)	\$1,505	\$1,957
Industrial (<i>per 1,000 building SF</i>)	\$853	\$915.13
Hotel (<i>per Room</i>)	\$302	\$452

Requirement 3. Beginning and ending balance in the account or fund.

Table 11 and Table 12 summarize the beginning and ending fund balances for the Growth Requirement Capital Fee for FY21-22. Table 11 summarizes the residential fee and Table 12 summarizes the non-residential fee.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 11 and Table 12 summarize the fees collected and the interest earned for the Growth Requirement Capital Fee during FY21-22. Table 11 summarizes the residential fee and Table 12 summarizes the non-residential fee.

Table 11: Growth Requirement Capital Fee (Residential) Fund Summary

Growth Requirement Capital Fee (Residential)	
Beginning Fund Balance as of July 1, 2021	\$1,638,798.75
Revenues	
Fees Collected	\$296,303.97
Interest Earned	\$7,864.78
Fair Market Value Adjustment ¹	(\$74,521.53)
Other Revenues	\$0.00
Total Revenues	\$229,647.22
Expenses	
Project Expenses	\$0.00
Developer Reimbursement	\$0.00
Other Charges ²	(\$31,091.71)
Total Expenses	(\$31,091.71)
Transfers In	\$0.00
Transfers Out³	(\$418,026.70)
Ending Balance as of June 30, 2022	\$1,419,327.56

1) Fair Market Value Adjustment takes into account funding, credit risk and regulatory capital costs.

2) Other Charges include expenses for General Fund indirect charges, other/bank charges, and consultant contract costs.

3) Transfers Out to General Fund for debt service on Civic Center Phase 2 Bonds.

Table 12: Growth Requirement Capital Fee (Non-Residential) Fund Summary

Growth Requirement Capital Fee (Non-Residential)	
Beginning Fund Balance as of July 1, 2021	\$2,556,695.51
Revenues	
Fees Collected	\$138,964.99
Interest Earned	\$11,246.34
Fair Market Value Adjustment ¹	(\$110,247.51)
Other Revenues	\$0.00
Total Revenues	\$39,963.82
Expenses	
Project Expenses	\$0.00
Developer Reimbursement	\$0.00
Other Charges ²	(\$648.00)
Total Expenses	(\$648.00)
Transfers In	\$0.00
Transfers Out³	(\$139,342.24)
Ending Balance as of June 30, 2022	\$2,456,669.09

1) Fair Market Value Adjustment takes into account funding, credit risk and regulatory capital costs.

2) Other Charges include expenses for General Fund indirect charges, other/bank charges, and consultant contract costs.

3) Transfers Out to General Fund for debt service on Civic Center Phase 2 Bonds.

Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 13 and Table 14 summarize the expenditures this past year on Growth Requirement Capital Fee projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.

Table 13 and Table 14 summarize the planned future expenditures for the Growth Requirement Capital Fee projects.

Table 13: Growth Requirement Capital Fee (Residential) Project Expenditures

Project No.	Project Name	Project Budget ¹	Fund 355 Expense to Date	Fund 355 Expense FY 21-22	Fund 355 Future Expenditures	% Funded by Fee	Approx. Construction Start Date ¹
172201	Fire Station 4 Rebuild	\$ 5,800,000	-	-	\$ 2,900,000	50%	2022
-	Professional Services/Contract ²	-	-	\$ 29,279	-		n/a
-	Other Services / Bank Charges	-	-	-	-		n/a
-	Indirect Charges ³	-	-	\$ 1,813	-		n/a
TOTAL PROJECT EXPENSES		\$ 5,800,000	\$ -	\$ 31,092	\$ 2,900,000		
-	Bond Payments - Civic Center Phase 2 ⁴	n/a	n/a	\$ 418,027	\$ 5,691,600	26%	n/a
GRAND TOTAL		\$ 5,800,000	\$ -	\$ 449,118	\$ 8,591,600		

1) City of Oxnard 2022-2027 Capital Improvement Program. Construction start date may be revised pending availability of funds.

2) Charges related to development impact fee update.

3) Indirect Charges include costs related to Human Resources, Finance, City Manager, City Attorney, Treasurer, City Clerk, City Council, etc.

4) Debt service summary provided by City. Fees fund 34% of the debt with Fund 355 picking up 75% and Fund 356 picking up 25%.

Table 14: Growth Requirement Capital Fee (Non-Residential) Project Expenditures

Project No.	Project Name	Project Budget ¹	Fund 356 Expense to Date	Fund 356 Expense FY 21-22	Fund 356 Future Expenditures	% Funded by Fee	Approx. Construction Start Date ¹
172201	Fire Station 4 Rebuild	\$ 5,800,000	-	-	\$ 2,900,000	50%	2022
-	Other Services / Bank Charges	-	-	-	-	-	n/a
-	Indirect Charges ²	-	-	\$ 648	-	-	n/a
TOTAL PROJECT EXPENSES		\$ -	\$ -	\$ 648	\$ 2,900,000		
-	Bond Payments - Civic Center Phase 2 ³	n/a	n/a	\$ 139,342	\$ 1,897,200	9%	n/a
GRAND TOTAL		\$ -	\$ -	\$ 139,990	\$ 4,797,200		

1) City of Oxnard 2022-2027 Capital Improvement Program. Construction start date may be revised pending availability of funds.

2) Indirect Charges include costs related to Human Resources, Finance, City Manager, City Attorney, Treasurer, City Clerk, City Council, etc.

3) Debt service summary provided by City. Fees fund 34% of the debt with Fund 355 picking up 75% and Fund 356 picking up 25%.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

The Variable Rate Demand Lease Revenue Refunding Bonds (Civic Center Phase 2 Project), Series 2006 were issued on December 1, 2006 for \$24,205,000 to finance the acquisition, construction, and improvement of certain public facilities constituting the Civic Center Phase 2 Project. This debt was refunded on April 30, 2018 as part of the Lease Revenue Refunding Bonds Series 2018. The outstanding balance as of June 30, 2022 is \$22,320,000. The impact fee funds 34% of the bond repayment, which means there is an outstanding balance of \$7,588,800 allocated to impact fee funds. The impact fee debt service payment is split 75% from Fund 355 and 25% from Fund 356. This means there is

an outstanding obligation of \$5,691,600 for Fund 355 and \$1,897,200 for Fund 356. The payments on these bonds constitute the City's obligations that exist through the maturity date of the bonds on June 1, 2036.

Fund 355 had a transfer of \$418,026.70 for the debt service payment on the Variable Rate Demand Lease Revenue Refunding Bonds related to the Downtown Civic Center. Fund 356 had a transfer of \$139,342.24 for debt service payment on the same bonds.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

There were no refunds made from this fund in FY21-22.

Fund 357: Mobility Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The Mobility Fee covers the cost to mitigate the effects of new development on the City's mobility facilities including sidewalks, bike lanes, pedestrian bridges, and other similar facilities that are necessary to improve connectivity within the City, improve bicycle and pedestrian safety, improve bicycle and pedestrian access to public transportation stops and stations, and increase bicycle mode sharing. This fee was created in the 2020 update by Resolution 15,329.



Requirement 2. Amount of the fee.

The Mobility Fee for FY21-22 is summarized in Table 15.

Table 15: Mobility Fee

Land Use	Fee as of July 18, 2020	Fee as of July 18, 2021
Residential (per DU)		
Single Family	\$1,698	\$2,547
Multi Family	\$1,123	\$1,684
Non-Residential (per 1,000 SF)		
Retail	\$573	\$860
Office	\$684	\$1,025
Industrial	\$243	\$364
Hotel (per Room)	\$171	\$257

Requirement 3. Beginning and ending balance in the account or fund.

Table 16 summarizes the beginning and ending fund balances for the Mobility Fee for FY21-22.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 16 summarizes the fees collected and the interest earned for the Mobility Fee for FY21-22.

Table 16: Mobility Fee Fund Summary	
Mobility Fee	
Beginning Fund Balance as of July 1, 2021	\$712,785.19
Revenues	
Fees Collected	\$38,312.61
Interest Earned	\$3,248.92
Fair Market Value Adjustment ¹	(\$31,804.84)
Other Revenues	\$0.00
Total Revenues	\$9,756.69
Expenses	
Project Expenses	\$0.00
Developer Reimbursement	\$0.00
Other Charges ²	\$0.00
Total Expenses	\$0.00
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2022	\$722,541.88

1) Fair Market Value Adjustment takes into account funding, credit risk and regulatory capital costs.

2) Other Charges include expenses for General Fund indirect charges, other/bank charges, and consultant contract costs.

Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 17 summarizes the expenditures this past year on Mobility Fee projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.

Table 17 summarizes the planned future expenditures for the Mobility Fee projects.

Table 17: Mobility Fee Project Expenditures

Project No.	Project Name	Project Budget ¹	Fund 357 Expense to Date	Fund 357 Expense FY 21-22	Fund 357 Future Expenditures	% Funded by Fee	Approx. Construction Start Date ¹
n/a	Wooley Road Pedestrian Improvements ²	\$ 2,400,000	-	-	\$ 2,400,000	100%	2027+
n/a	Pedestrian Bridge Improvements at Channel Islands Bridge ²	\$ 250,000	-	-	\$ 250,000	100%	2027+
n/a	Road to 2nd Street ²	\$ 1,110,000	-	-	\$ 1,110,000	100%	2027+
GRAND TOTAL		\$ 3,760,000	\$ -	\$ -	\$ 3,760,000		

1) City of Oxnard 2022-2027 Capital Improvement Program. Construction start date may be revised pending availability of funds.

2) Project is identified in the City of Oxnard 2022-2027 Capital Improvement Program as unfunded but qualifies for funding from the Mobility Fee Fund.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY21-22.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

There were no refunds made from this fund in FY21-22.

Fund 547: Public Art Program Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The Public Art Program Fee is based on Resolutions No. 9813, 12290, 13013, 13736, and 14124 and was updated as part of 2020 DIF update via Resolution 15,329. The purpose of the program is to install works of art in conjunction with new development in locations accessible to the public. This fee is designed to enhance the City's appearance and mitigate certain effects of development projects. All new development projects pay this fee.



Requirement 2. Amount of the fee.

The Public Art Program Fee for FY21-22 is summarized in Table 18.

Table 18: Public Art Program Fee

Land Use	Fee as of July 18, 2020	Fee as of July 18, 2021
All New Development (per building SF)	\$0.28	\$0.30

Requirement 3. Beginning and ending balance in the account or fund.

Table 19 summarizes the beginning and ending fund balances for the Public Art Program Fee for FY21-22.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 19 summarizes the fees collected and the interest earned for the Public Art Program Fee during FY21-22.

Table 19: Public Art Program Fee Fund Summary

Public Art Program Fee	
Beginning Fund Balance as of July 1, 2021	\$1,101,386.12
Revenues	
Fees Collected	\$65,642.24
Interest Earned	\$0.00
Fair Market Value Adjustment ¹	\$0.00
Other Revenues	\$0.00
Total Revenues	\$65,642.24
Expenses	
Project Expenses	(\$3,375.00)
Developer Reimbursement	\$0.00
Other Charges ²	(\$5,671.09)
Total Expenses	(\$9,046.09)
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2022	\$1,157,982.27

1) Fair Market Value Adjustment takes into account funding, credit risk and regulatory capital costs.

2) Other Charges include expenses for General Fund indirect charges, other/bank charges, and consultant contract costs.

Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 20 summarizes the expenditures this past year on Public Art Program Fee projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.

Table 20 summarizes planned future expenditures for Public Art Program Fee projects. The CIP budget team is aware of the additional funds available for Public Art projects and will begin the process of identifying further applicable projects. Public Art projects require advanced planning time as it involves multiple stakeholders and evolving design processes.

Table 20: Public Art Program Fee Project Expenditures

Project No.	Project Name	Project Budget	Fund 547 Expense to Date	Fund 547 Expense FY 21-22	Fund 547 Future Expenditures	% Funded by Fee	Approx. Construction Start Date
18IN10	Downtown Arts Hub Murals	\$ 45,000	\$ 44,698	\$ 3,375	\$ 302	100%	In Progress
n/a	Downtown Mural Program	\$ 305,000	-	-	\$ 305,000	100%	2022
n/a	Downtown Sculptures Program	\$ 50,000	-	-	\$ 50,000	100%	2025
n/a	Citywide Mural Program	\$ 150,000	-	-	\$ 150,000	100%	2025
-	Personnel Services/PERS	-	-	\$ 794	-	-	n/a
-	Direct Labor-Regular	-	-	\$ 2,682	-	-	n/a
-	Employee Benefits	-	-	\$ 1,090	-	-	n/a
-	Liability Insurance Charges	-	-	\$ 22	-	-	n/a
-	Indirect Charges ¹	-	-	\$ 1,082	-	-	n/a
GRAND TOTAL		\$ 550,000	\$ 44,698.47	\$ 9,046	\$ 505,302		

1) Indirect Charges include costs related to Human Resources, Finance, City Manager, City Attorney, Treasurer, City Clerk, City Council, etc.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY21-22.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

There were no refunds made from this fund in FY21-22.

Funds 603 & 605: Water Resource Development Fee & Capital Facility Charge

Requirement 1. Brief description of the type of fee in the account or fund.

The City collects a Water Resource Development Fee and Capital Facility Charge for new, expanded, or additional service connections based on the diameter of the meter installation directly related to the volume of water required for the new, expanded, or additional service connection.



The Water Resource Development Fee pays for the development of new water resources, such as recycled water, to offset demand by new customers, and water conservation projects, reducing water demand. The Water Resource Development Fee was adopted by Ordinance 2624 consistent with the requirement of Government Code Sections 54999 through 54999.6.

The Water Capital Facility Charge pays for master-planned capacity improvements to the City's water system, such as the addition of new production, treatment, storage, transmission, and distribution facilities. The Water Capital Facility Charge was adopted by Resolution 9717.

Requirement 2. Amount of the fee.

The Water Resource Development Fee and Capital Facility Charge for FY21-22 are summarized in Table 21.

Table 21: Water Resource Development Fee and Capital Facility Charge

Water Meter Size	Water Resource Development Fee	Capital Facility Charge	Total Fees
3/4"	\$2,792	\$341	\$3,133
1"	\$5,583	\$682	\$6,265
1 1/2 "	\$8,375	\$1,023	\$9,398
2"	\$13,958	\$1,706	\$15,664
3"	\$30,708	\$3,752	\$34,460
4"	\$47,458	\$5,799	\$53,257
6"	\$92,125	\$11,257	\$103,382
8"	\$147,958	\$18,080	\$166,038
10"	\$315,457	\$38,548	\$354,005
12"	\$502,498	\$61,404	\$563,902

Requirement 3. Beginning and ending balance in the account or fund.

Table 22 and Table 23 summarize the beginning and ending fund balances for the Water Resource Development Fee and Capital Facility Charge for FY21-22.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 22 and Table 23 summarize the fees collected and the interest earned for the Water Resource Development Fee and Capital Facility Charge during FY21-22.

Table 22: Water Resource Development Fee Fund Summary

Water Resource Development Fee	
Beginning Fund Balance as of July 1, 2021	\$18,501,701.87
Revenues	
Fees Collected	\$676,128.93
Interest Earned	\$91,917.79
Fair Market Value Adjustment ¹	(\$786,001.13)
Other Revenues	\$0.00
Total Revenues	(\$17,954.41)
Expenses	
Project Expenses	(\$781,979.39)
Developer Reimbursement	\$0.00
Other Charges ²	(\$20,640.00)
Total Expenses	(\$802,619.39)
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2022	\$17,681,128.07

1) Fair Market Value Adjustment takes into account funding, credit risk and regulatory capital costs.

2) Other Charges include expenses for General Fund indirect charges, other/bank charges, and consultant contract costs.

Table 23: Water Capital Facility Charge Fund Summary

Water Capital Facility Charge	
Beginning Fund Balance as of July 1, 2021	\$2,872,801.47
Revenues	
Fees Collected	\$82,587.83
Interest Earned	\$3,554.51
Fair Market Value Adjustment ¹	(\$64,046.24)
Other Revenues	\$0.00
Total Revenues	\$22,096.10
Expenses	
Project Expenses	\$0.00
Developer Reimbursement	(\$1,383,143.00)
Other Charges ²	(\$4,290.00)
Total Expenses	(\$1,387,433.00)
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2022	\$1,507,464.57

1) Fair Market Value Adjustment takes into account funding, credit risk and regulatory capital costs.

2) Other Charges include expenses for General Fund indirect charges, other/bank charges, and consultant contract costs.

Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 24 and Table 25 summarize the expenditure for this past year for the Water Resource Development Fee and Capital Facility Charge.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.

Table 24 and Table 25 summarize the planned future expenditures for the Water Resource Development Fee and Capital Facility Charge.

Table 24: Water Resource Development Fee Project Expenditures

Project No.	Project Name	Project Budget ¹	Fund 603 Expense to Date	Fund 603 Expense FY 21-22	Fund 603 Future Expenditures	% Funded by Fee	Approx. Construction Start Date ¹
106002	Water Distribution: Hueneme Road Recycled Water Pipeline - Phase II	\$ 30,376,345	\$ 1,362,499	\$ 701,227	\$ 10,513,846	39%	In Progress
116505	Great ASR Wells	\$ 8,574,419	\$ 613,168	\$ 80,752	\$ 30,103	8%	In Progress
n/a	Recycled Water: AWP Improvements Phase I	\$ 1,000,000	-	-	\$ 250,000	25%	2022
n/a	Recycled Water: AWP Improvements Phase II	\$ 28,333,334	-	-	\$ 28,333,334	100%	2023
-	Indirect Charges ²	-	-	\$ 20,640	-	-	n/a
GRAND TOTAL		\$ 68,284,098	\$ 1,975,667	\$ 802,619	\$ 39,127,283		

1) City of Oxnard 2022-2027 Capital Improvement Program. Construction start date may be revised pending availability of funds.

2) Indirect Charges include costs related to Human Resources, Finance, City Manager, City Attorney, Treasurer, City Clerk, City Council, etc.

Table 25: Water Capital Facility Charge Project Expenditures

Project No.	Project Name	Project Budget ¹	Fund 605 Expense to Date	Fund 605 Expense FY 21-22	Fund 605 Future Expenditures	% Funded by Fee	Approx. Construction Start Date ¹
216504	Recycled Water Feature at Campus Park	\$ 1,600,000	-	-	\$ 400,000	25%	2027+
n/a	Recycled Water: AWP Storage Constructio	\$ 3,000,000	-	-	\$ 3,000,000	100%	2022
n/a	Aquifer Storage and Recovery (ASR) Wells Construction	\$ 15,675,000	-	-	\$ 15,675,000	100%	n/a
-	Indirect Charges ²	-	-	\$ 4,290	-	-	n/a
-	Developer Reimbursement Lump Sum ³	-	-	\$ 1,383,143	-	-	n/a
GRAND TOTAL		\$ 20,275,000	\$ -	\$ 1,387,433	\$ 19,075,000		

1) City of Oxnard 2022-2027 Capital Improvement Program. Construction start date may be revised pending availability of funds.

2) Indirect Charges include costs related to Human Resources, Finance, City Manager, City Attorney, Treasurer, City Clerk, City Council, etc.

3) Lump sum payment to be made to Riverpark Legacy, LLC in repayment for Vineyard Ave Improvements.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from these funds in FY21-22.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

There were no refunds made from this fund in FY21-22.

Funds 613 & 623: Wastewater Connection Fee & Wastewater Treatment Connection Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The City collects a Wastewater System Connection Fee and Wastewater Treatment Connection Fee for new, expanded, or additional service connections. The City imposes fees based on new development's prorated share of the cost of constructing the improvements identified in the City's Master Plans for Wastewater Treatment and Conveyance. The current wastewater fees were adopted by Ordinance 2709.

Requirement 2. Amount of the fee.

The Wastewater Connection Fee and Wastewater Treatment Connection Fee for FY21-22 are summarized in Table 26.

Table 26: Wastewater Connection Fee and Wastewater Treatment Connection Fee

Land Use	Wastewater Connection Fee	Wastewater Treatment Connection Fee	Total Fee
Residential			
Single Family	\$1,458.00	\$3,798.00	\$5,256.00
Apartment ¹	\$1,060.36	\$2,762.18	\$3,822.54
Mobile Home ¹	\$839.45	\$2,186.73	\$3,026.18
Non-Residential			
Non-Formula Commercial/Industrial	\$1,458.00	\$4,078.80	\$5,536.80
Commercial Laundry	\$1,458.00	\$4,539.00	\$5,997.00
Restaurants/Food Preparation	\$1,458.00	\$7,092.20	\$8,550.20
Formula Industrial User	\$1,458.00	\$7,279.40	\$8,737.40

1) Special formulas are used for mobile homes and apartment developments that can be served by a single meter. These formulas can be found in the City's most recently published Fee Schedule.

Requirement 3. Beginning and ending balance in the account or fund.

Table 27 and Table 28 summarize the beginning and ending fund balances for the Wastewater Connection Fee and Wastewater Treatment Connection Fee for FY21-22.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 27 and Table 28 summarize the fees collected and the interest earned for the Wastewater Connection Fee and Wastewater Treatment Connection Fee during FY21-22.

Table 27: Wastewater Collection Connection Fee Fund Summary

Wastewater Collection Connection Fee	
Beginning Fund Balance as of July 1, 2021	\$4,170,925.65
Revenues	
Fees Collected	\$356,534.00
Interest Earned	\$61,066.49
Fair Market Value Adjustment ¹	(\$187,295.34)
Other Revenues	\$0.00
Total Revenues	\$230,305.15
Expenses	
Project Expenses	\$0.00
Developer Reimbursement	\$0.00
Other Charges ²	(\$9,969.96)
Total Expenses	(\$9,969.96)
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2022	\$4,391,260.84

1) Fair Market Value Adjustment takes into account funding, credit risk and regulatory capital costs.

2) Other Charges include expenses for General Fund indirect charges, other/bank charges, and consultant contract costs.

Table 28: Wastewater Treatment Connection Fee Fund Summary

Wastewater Treatment Connection Fee	
Beginning Fund Balance as of July 1, 2021	\$7,566,709.49
Revenues	
Fees Collected	\$866,424.12
Interest Earned	(\$2,855.68)
Fair Market Value Adjustment ¹	(\$308,814.01)
Other Revenues	\$0.00
Total Revenues	\$554,754.43
Expenses	
Project Expenses	\$0.00
Developer Reimbursement	\$0.00
Other Charges ²	(\$9,440.04)
Total Expenses	(\$9,440.04)
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2022	\$8,112,023.88

1) Fair Market Value Adjustment takes into account funding, credit risk and regulatory capital costs.

2) Other Charges include expenses for General Fund indirect charges, other/bank charges, and consultant contract costs.

Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 29 and Table 30 summarize the expenditures for this past year for the Wastewater Collection Connection Fee and Wastewater Treatment Connection Fee.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.

Table 29 and Table 30 summarize the planned future expenditures for the Wastewater Collection Connection Fee and Wastewater Treatment Connection Fee.

Table 29: Wastewater Collection Connection Fee Project Expenditures

Project No.	Project Name	Project Budget ¹	Fund 613 Expense to Date	Fund 613 Expense FY 21-22	Fund 613 Future Expenditures	% Funded by Fee	Approx. Construction Start Date ¹
n/a	Rice Avenue Sewer Pipeline Improvements	\$ 1,330,000	-	-	\$ 1,330,000	100%	2023
86101	Septic Conversion Loan Pro	\$ 109,967	\$ 57,799	-	\$ 52,168	100%	In Progress
n/a	Ventura Road Sewer Pipeline Improvements	\$ 1,755,197	-	-	\$ 1,755,197	100%	n/a
n/a	Central Trunk Sewer Manhole Replacement - Phase I (3rd and Navarro)	\$ 2,600,000	2,600,000	-	\$ 2,600,000	100%	2027+
n/a	Various Sewer Pipeline Expansion	\$ 1,300,000	-	-	\$ 1,300,000	100%	n/a
-	Indirect Charges ²	-	-	\$ 9,970	-	-	n/a
GRAND TOTAL		\$ 7,095,164	\$ 2,657,799	\$ 9,970	\$ 7,037,365		

1) City of Oxnard 2022-2027 Capital Improvement Program. Construction start date may be revised pending availability of funds.

2) Indirect Charges include costs related to Human Resources, Finance, City Manager, City Attorney, Treasurer, City Clerk, City Council, etc.

Table 30: Wastewater Treatment Connection Fee Project Expenditures

Project No.	Project Name	Project Budget ¹	Fund 623 Expense to Date	Fund 623 Expense FY21-22	Fund 623 Future Expenditures ¹	% Funded by Fee	Approx. Construction Start Date ¹
186626	OWTP Reliability Improvements	\$ 20,023,391	-	-	\$ 15,000,000	75%	2022
n/a	OWTP Electrical Improvements	\$ 25,509,445	-	-	\$ 22,231,000	87%	2022
n/a	Wastewater OWTP: Electrical Vault & Conduit Rehabilitation	\$ 3,175,000	-	-	\$ 3,175,000	100%	2027+
n/a	Wastewater OWTP: Motor Control Center (MCC) Construction	\$ 8,148,381	-	-	\$ 7,850,000	96%	2022
n/a	Wastewater OWTP: New Maintenance Storage Building	\$ 7,946,348	-	-	\$ 7,100,000	89%	2022
n/a	Wastewater OWTP: Primary Clarifiers and Activated Sludge Improvements	\$ 8,164,684	-	-	\$ 3,450,000	42%	2022
n/a	Wastewater OWTP: System SCADA Improvements	\$ 9,444,145	-	-	\$ 5,000,000	53%	2022
-	Indirect Charges ²	-	\$ -	\$ 9,440	-	-	n/a
GRAND TOTAL		\$ 82,411,394	\$ -	\$ 9,440	\$ 63,806,000		

1) City of Oxnard 2022-2027 Capital Improvement Program. Construction start date may be revised pending availability of funds.

2) Indirect Charges include costs related to Human Resources, Finance, City Manager, City Attorney, Treasurer, City Clerk, City Council, etc.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from these funds in FY21-22.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

There were no refunds made from this fund in FY21-22.

Fund Summary

Table 31 provides an accounting of each impact fee fund and a total impact fee account balance. The table summarizes the starting fund balance, the amount of fees collected, the interest earned, the total expenditures, and the fiscal year ending fund balances.

Table 31: Development Impact Fee Fund Summary

Description	Park Acquisition & Development	Storm Drain Facilities Fee	Circulation System Improvement Fee	Capital Growth Fee (Residential)	Capital Req. Growth Fee (Non- Residential)	Mobility Fee	Public Art Program Fee	Water Resource Development Fee	Water Capital Facility Charge	Wastewater Connection Fee	Wastewater Treatment Connection Fee
Fund No.	352	353	354	355	356	357	547	603	605	613	623
Starting Balance											
As of July 1, 2021	\$675,923.99	\$8,677,511.85	\$13,718,834.94	\$1,638,798.75	\$2,556,695.51	\$712,785.19	\$1,101,386.12	\$18,501,701.87	\$2,872,801.47	\$4,170,925.65	\$7,566,709.49
REVENUES											
Fees Collected	\$43,356.50	\$146,712.31	\$2,654,024.13	\$296,303.97	\$138,964.99	\$38,312.61	\$65,642.24	\$676,128.93	\$82,587.83	\$356,534.00	\$866,424.12
Interest Earned	\$3,149.11	\$38,987.63	\$71,454.51	\$7,864.78	\$11,246.34	\$3,248.92	\$0.00	\$91,917.79	\$3,554.51	\$61,066.49	(\$2,855.68)
Fair Market Value Adjustment ¹	(\$29,754.94)	(\$372,002.13)	(\$658,610.08)	(\$74,521.53)	(\$110,247.51)	(\$31,804.84)	\$0.00	(\$786,001.13)	(\$64,046.24)	(\$187,295.34)	(\$308,814.01)
Other Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Revenues	\$16,750.67	(\$186,302.19)	\$2,066,868.56	\$229,647.22	\$39,963.82	\$9,756.69	\$65,642.24	(\$17,954.41)	\$22,096.10	\$230,305.15	\$554,754.43
EXPENSES											
Project Expenditures	\$0.00	\$0.00	(\$186,066.89)	\$0.00	\$0.00	\$0.00	(\$3,375.00)	(\$781,979.39)	\$0.00	\$0.00	\$0.00
Developer Reimbursement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$1,383,143.00)	\$0.00	\$0.00
Other Charges ²	(\$756.00)	(\$18,441.00)	(\$16,638.96)	(\$31,091.71)	(\$648.00)	\$0.00	(\$5,671.09)	(\$20,640.00)	(\$4,290.00)	(\$9,969.96)	(\$9,440.04)
Total Expenditures	(\$756.00)	(\$18,441.00)	(\$202,705.85)	(\$31,091.71)	(\$648.00)	\$0.00	(\$9,046.09)	(\$802,619.39)	(\$1,387,433.00)	(\$9,969.96)	(\$9,440.04)
Transfers in	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfers Out	\$0.00	\$0.00	\$0.00	(\$418,026.70)	(\$139,342.24)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Net Transfers	\$0.00	\$0.00	\$0.00	(\$418,026.70)	(\$139,342.24)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Ending Balance											
As of June 30, 2022	\$691,918.66	\$8,472,768.66	\$15,582,997.65	\$1,419,327.56	\$2,456,669.09	\$722,541.88	\$1,157,982.27	\$17,681,128.07	\$1,507,464.57	\$4,391,260.84	\$8,112,023.88

1) Fair Market Value Adjustment takes into account funding, credit risk and regulatory capital costs.

2) Other Charges include expenses for General Fund Indirect Charges, Other/Bank Charges, Developer Reimbursement, Bond Payments, Consultant Charges, Temporary Assistance

Note: Small variances may appear due to rounding.



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. L.1

DATE: January 3, 2023

TO: City Council

FROM: Ashley Golden, Assistant City Manager, (805) 385-7478, ashley.golden@oxnard.org

SUBJECT: Ordinance to Regulate Expanded Polystyrene. (15 minutes)

RECOMMENDATION

That the City Council introduce the first reading by title only and waive further reading of an ordinance adding Article XXV to Chapter 7 of the Oxnard City Code prohibiting the use, manufacturing, distribution, and sale of designated polystyrene products, and find that the ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to section 15061(b)(3) of the CEQA Guidelines.

(Community Services, Public Safety, Housing & Development Committee approved 3-0.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/ATmF5_g8cc0

BACKGROUND

EXECUTIVE SUMMARY

The Expanded Polystyrene (EPS) Ordinance is intended to apply to disposable foodware and products and packaging used or distributed by food providers, persons, and businesses as further defined in this report. The EPS Ordinance is proposed to ban the distribution of EPS food containers and products at restaurants, grocery stores, convenience stores, mobile food trucks/vehicles/food vendors, street and sidewalk vendors and outdoor food sales and other businesses. It is estimated that approximately 1,300 food providers, persons, and businesses would be subject to the EPS Ordinance. This primarily includes food providers, as well as warehousing and manufacturing businesses that use EPS in their packing, distribution, and shipping processes.

Polystyrene Information

Polystyrene Plastic includes EPS, also known by the trademark name Styrofoam™, and “rigid polystyrene plastic” or “rigid plastic”. EPS is commonly used for single-use plates, cups, take-out food containers, and packaging materials. Rigid plastics are commonly used for straws, plastic cutlery, plastic containers, and drink lids. Both types of polystyrene plastic are not currently processable at local waste collection facilities and therefore are sorted out and sent to the landfill where they are slow to degrade, leach chemicals into the environment, and break down into microplastics that negatively affect local wildlife and marine animals. More detailed information on the negative environmental, health, waste service impacts, and information on other jurisdictions' EPS Ordinances can be found in the November 22, 2022 Community Services, Public Safety, Housing & Development Committee (“Committee”) staff report (see Attachment 1).

On July 28, 2022, the City of Oxnard adopted an ordinance (Ordinance No. 3017) adding an article to the City Code restricting the distribution of single-use foodware accessories and standard condiments in accordance with Assembly Bill (AB) 1276. This ordinance regulated how foodware accessories that are commonly made of “rigid polystyrene plastics” are distributed but it did not ban the use; this is proposed to be regulated in Step 2, as described below.

ANALYSIS/DISCUSSION

The EPS regulatory approach recommended by staff and supported by the Committee is a two-step, multi-year process:

- Step 1: Regulate EPS and non-encased EPS through the EPS Ordinance presented in this report (see Attachment 2); and
- Step 2: Include the regulation of Rigid Plastic and other single-use plastic when Ventura County processing facilities become operational and compostable recycling markets to handle these products are developed. A local facility to handle recycling of rigid plastic and compostable foodware is anticipated to be available in the next few years.

EPS Ordinance

Staff's recommended EPS Ordinance bans the distribution of EPS food containers and products at restaurants, grocery stores, convenience stores, mobile food trucks/vehicles/food vendors, street and sidewalk vendors and outdoor food sales and other businesses to help reduce local EPS debris in our community and align with the City's Climate Action Adaptation Plan (CAAP). This ban would also prohibit utilizing EPS for shipping processes, where alternative non-EPS material exists.

Materials Included in the EPS Ordinance

Staff's approach is consistent with the City of Ventura and the City of Thousand Oaks EPS Ordinance approaches. The EPS Ordinance would regulate the following types of products:

- All "Disposable foodware" or "disposables" meaning single-use, disposable products used for serving, transporting, or consuming prepared food, including but not limited to plates, bowls, trays, wrappers or wrapping, platters, cartons, hinged food containers (clam shells), condiment containers, cups or drink ware, or any other container in or on which prepared foods are placed or packaged for consumption made in whole or in part from EPS; and
- EPS products, packaging and cushioning material intended for the packaging of products, equipment, or other items, including but not limited to packing or packaging peanuts, popcorn, or noodles.

Exemptions to the EPS Ordinance

The EPS Ordinance exempts the following types of products:

1. Prepared food is packaged outside the City, provided such food is not altered or repackaged within the City limits.
2. EPS insulated containers are designed to safely transport by mail or common carrier prepared food, frozen goods, perishables, pharmaceuticals, biotech, and medical supplies in compliance with the Food and Drug Administration or other regulatory agency recommended temperatures.
3. EPS containers, plates, or trays for raw, butchered meats, fish, and/or poultry not manufactured or altered within the City.
4. Materials are secured in response and due to an emergency or for a public health and safety requirement.
5. Construction products are made from, or that includes, EPS if the products are used in compliance with other city, state, and federal provisions, codes, ordinances, or regulations.
6. EPS packaging products which have been received from sources outside the City may be reused to keep them out of the waste stream.
7. EPS materials are used to ship goods produced within the City where viable alternatives are not available.
8. Other EPS products are generated or manufactured outside of the City, including: shipping boxes, pool or beach toys, and other wholly encapsulated EPS products.

Businesses Subject to the Ordinance and Cost Differential

The EPS Ordinance is intended to apply to food providers, persons, and businesses as defined below:

- “Food provider” - Means any person or public agency, including the City, that distributes prepared food within the City to the public to be consumed on the premises or for take-away consumption. Food provider includes but is not limited to (1) a grocery store, supermarket, delicatessen, restaurant, drive-thru, quick-service food, cafe, cafeteria, coffee shop, snack shop, public food market, farmers market, convenience store, employee cafeterias operated at businesses located within the City or similar fixed place where prepared food is available for sale on the premises or for take-away consumption; and (2) any mobile store, food vendor, caterer, food truck, street and sidewalk vendors and outdoor food sales, vending machine or similar mobile outlet. "Food provider" also includes any business, organization, or group that regularly provides prepared food to its members or the public as part of its activities or services.
- “Persons”- Are defined in the Oxnard City Code (OCC) Section 1-3(O) as any individual, firm, association, organization, partnership, business trust, corporation or company.

In staff’s work with the City’s Business and Licensing Department, it is estimated that approximately 1,300 food providers, persons, and businesses would be subject to the EPS Ordinance. This primarily includes food providers, as well as warehousing and manufacturing businesses.

City staff have conducted research on the potential cost impact to food providers. This research indicated that on average, compliant materials cost \$0.02 more per unit/disposable foodware (see Attachment 1).

Ordinance Implementation/Enforcement

The EPS Ordinance will take effect immediately and will not be enforced in the first six (6) months after adoption to allow time for outreach to the impacted businesses and organizations, and coordination with City departments. This period will also allow businesses and organizations to use previously purchased non-compliant product(s) and receive information about resources for compliant products. This phased enforcement approach of the EPS Ordinance is consistent with the implementation schedule of other jurisdictions.

It is recommended that there be a leniency period of six (6) months following the first six months after adoption of the Ordinance and it will continue until 1 year from adoption of the Ordinance. Violators cited within the leniency period may submit proof of purchase of any non-EPS containing foodware or product in any amount totaling or exceeding the amount of the fine in order to comply with the Ordinance, in lieu of payment of any fine within fourteen (14) days of issuance. Failure to provide proof of purchase will result in the citation being processed and all fees and fines owed.

The Ordinance will be fully enforced 12 months after adoption. Upon a first violation of any provision of the relevant OCC provisions, the City shall issue a written Notice of Violation to the offending establishment, person or business. If, after the specified correction period, the violation is not ceased or abated, violators of the Ordinance would be subject to the City’s general fine structure outlined in OCC, Chapter 1-10 (Violation of Code), which stipulates that every violation that the city attorney prosecutes as an infraction shall be punishable as follows:

1. A fine not exceeding \$100 for a first violation of a code section or ordinance;
2. A fine not exceeding \$200 for a second violation of the same code section or ordinance within one year; and
3. A fine not exceeding \$500 for the third and every additional violation of the same code section or ordinance within one year.

As a best practice, a requirement to maintain purchase records for compliant non-EPS materials has been added to the EPS Ordinance (Section 7-344) in the event compliance is in question.

Council Committee, Community Engagement and Outreach

On November 22 and February 22, 2022, the Committee received an update on the City’s efforts to prepare an EPS Ordinance. Details regarding that engagement are summarized in Attachment 1.

As a result of the various outreach efforts, a carve out for fish and meat processing facilities was added due to the lack of non-EPS compliant packing, distribution, and shipping alternatives. A survey that was developed showed general support for an EPS Ordinance, and the proposed six-month leniency period. Community concern was expressed regarding the cost associated with securing compliant products, and what would be covered by the EPS Ordinance. Staff's research indicated that supply chain issues are not an issue, product production is robust, and sources are readily available. Community concern was also expressed about the development of a compliant material replacement program; bilingual materials; the identification of a dedicated non-compliant drop off location; and the date when unused non-compliant materials should no longer be used. A summary of the staff outreach, engagement, and survey results can be found in Attachment 1. Additionally, minor clerical corrections were made to the Ordinance following the Committee presentation.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

Enforcement of this ordinance will occur as part of the Community Development Department/Code Compliance Division's normal operations. Enforcement will not be proactive and will follow typical site inspection processes.

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing & Development Committee approved 3-0 on November 22, 2022 to approve the staff recommendation and to forward the item for City Council approval.

Prepared by: Kathleen Mallory, Planning & Sustainability Manager, Chelsey Ballot, Deputy City Attorney, Rosheil Ramirez, Data Entry Operator

ATTACHMENTS

1. November 22, 2022 Committee staff report, excluding Attachments 3 and 6
2. Polystyrene Ban Ordinance
3. Presentation



COMMUNITY SERVICES, PUBLIC SAFETY, HOUSING & DEVELOPMENT COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.3

DATE: November 22, 2022

TO: Community Services, Public Safety, Housing & Development Committee

FROM: Ashley Golden, Assistant City Manager, (805) 385-7478, ashley.golden@oxnard.org

SUBJECT: Ordinance to Regulate Expanded Polystyrene. (15 minutes)

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee (“Committee”) recommend Council approval of the EPS Ordinance to regulate the use and distribution of EPS food containers and products.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/iW_IWjtU1qc

BACKGROUND

EXECUTIVE SUMMARY

The Expanded Polystyrene (EPS) Ordinance is intended to apply to disposable foodware and products and packaging used or distributed by food providers, persons, and businesses as further defined in this report. The EPS Ordinance is proposed to ban the distribution of EPS food containers and products at restaurants, grocery stores, convenience stores, mobile food trucks/vehicles/food vendors, street and sidewalk vendors and outdoor food sales and other businesses. It is estimated that approximately 1,300 food providers, persons, and businesses would be subject to the EPS Ordinance. This primarily includes food providers, as well as warehousing and manufacturing businesses that use EPS in their packing, distribution, and shipping processes.

Polystyrene Information

Polystyrene Plastic includes EPS, also known by the trademark name Styrofoam™, and “rigid polystyrene plastic” or “rigid plastic”. EPS is commonly used for single-use plates, cups, take-out food containers, and packaging materials. Rigid plastics are commonly used for straws, plastic cutlery, plastic containers, and drink lids. Both types of polystyrene plastic are not currently processable at local waste collection facilities and therefore are sorted out and sent to the landfill where they are slow to degrade, leach chemicals into the environment, and break down into microplastics that negatively affect local wildlife and marine animals. More detailed information on the negative environmental, health, and waste service impacts can be found in the February 22, 2022 Committee Staff report (see Attachment 1).

On July 28, 2022, the City of Oxnard adopted an ordinance (Ord. Number 3017) adding an article to the City Code restricting the distribution of single-use foodware accessories and standard condiments in accordance with Assembly Bill (AB) 1276. This ordinance regulated how foodware accessories that are commonly made

of “rigid polystyrene plastics” are distributed but it did not ban the use; this is proposed to be regulated in Step 2, as described below.

Within Ventura County, the cities of Thousand Oaks, Ojai, Ventura, Camarillo, and the County of Ventura have developed EPS bans with overlaps in banned materials (see Attachment 2). Only the City of Ojai has developed both an EPS and a rigid plastic ordinance ban. The City of Port Hueneme is in the process of developing an ordinance, while the cities of Moorpark, Santa Paula, and Simi Valley do not have plans to adopt an ordinance.

ANALYSIS/DISCUSSION

The EPS regulatory approach recommended by staff and supported by the Committee is a two-step, multi-year process:

- Step 1: Regulate EPS and non-encased EPS through the Draft EPS Ordinance presented in this report (see Attachment 3); and
- Step 2: Include the regulation of Rigid Plastic and other single-use plastic when Ventura County processing facilities become operational and compostable recycling markets to handle these products are developed. A local facility to handle recycling of rigid plastic and compostable foodware is anticipated to be available in the next few years.

Draft EPS Ordinance

Staff’s recommended EPS Ordinance bans the distribution of EPS food containers and products at restaurants, grocery stores, convenience stores, mobile food trucks/vehicles/food vendors, street and sidewalk vendors and outdoor food sales and other businesses to help reduce local EPS debris in our community and align with the City’s Climate Action Adaptation Plan (CAAP). This ban would also prohibit utilizing EPS for shipping processes, where alternative non-EPS material exists.

Materials Included in the Draft EPS Ordinance

Staff’s approach is consistent with Ventura and Thousand Oaks EPS Ordinance approaches. The EPS Ordinance would regulate the following types of products:

- All “Disposable foodware” or “disposables” meaning single-use, disposable products used for serving, transporting, or consuming prepared food, including but not limited to plates, bowls, trays, wrappers or wrapping, platters, cartons, hinged food containers (clam shells), condiment containers, cups or drink ware, or any other container in or on which prepared foods are placed or packaged for consumption made in whole or in part from EPS; and
- EPS products, packaging and cushioning material intended for the packaging of products, equipment, or other items, including but not limited to packing or packaging peanuts, popcorn, or noodles.

Exemptions to the Draft EPS Ordinance

The Draft EPS Ordinance exempts the following types of products:

1. Prepared food packaged outside the City, provided such food is not altered or repackaged within the City limits.
2. EPS insulated containers designed to safely transport by mail or common carrier prepared food, frozen goods, perishables, pharmaceuticals, biotech, and medical supplies in compliance with the Food and Drug Administration or other regulatory agency recommended temperatures.

3. EPS containers, plates, or trays for raw, butchered meats, fish, and/or poultry not manufactured or altered within the City.
4. Materials secured in response and due to an emergency or for a public health and safety requirement.
5. Construction products made from, or that include, EPS if the products are used in compliance with other City, State, and Federal provisions, codes, ordinances, or regulations.
6. EPS packaging products which have been received from sources outside the City may be reused to keep them out of the waste stream.
7. EPS materials used to ship goods produced within the City where viable alternatives are not available.
8. Other EPS products generated or manufactured outside of the City, including: shipping boxes, pool or beach toys, and other wholly encapsulated EPS products.

Businesses Subject to the Ordinance and Cost Differential

The EPS Ordinance is intended to apply to food providers, persons, and businesses as defined below:

- “Food provider” - Means any person or public agency, including the City, that distributes prepared food within the City to the public to be consumed on the premises or for take-away consumption. Food provider includes but is not limited to (1) a grocery store, supermarket, delicatessen, restaurant, drive-thru, quick-service food, cafe, cafeteria, coffee shop, snack shop, public food market, farmers market, convenience store, employee cafeterias operated at businesses located within the City or similar fixed place where prepared food is available for sale on the premises or for take-away consumption; and (2) any mobile store, food vendor, caterer, food truck, street and sidewalk vendors and outdoor food sales, vending machine or similar mobile outlet. “Food provider” also includes any business, organization, or group that regularly provides prepared food to its members or the public as part of its activities or services.
- “Persons”- Are defined in the Oxnard City Code (OCC) Section 1-3(O) as any individual, firm, association, organization, partnership, business trust, corporation or company.

In staff’s work with the City’s Business and Licensing Department, it is estimated that approximately 1,300 food providers, persons, and businesses would be subject to the EPS Ordinance. This primarily includes food providers, as well as warehousing and manufacturing businesses.

City staff have conducted research on the potential cost impact to food providers. This research indicated that on average, compliant materials cost \$0.02 more per unit/disposable foodware (see Attachment 4).

Ordinance Implementation/Enforcement

The EPS Ordinance will take effect six (6) months after adoption to allow time for outreach to the impacted businesses and organizations, and coordination with City departments. This period will also allow businesses and organizations to use previously purchased non-compliant product(s) and receive information about resources for compliant products. This phased operative date of the EPS Ordinance is consistent with the implementation schedule of other jurisdictions.

It is recommended that there be a leniency period of six (6) months after adoption of the Ordinance and it will continue until 1 year from adoption of the Ordinance. Violators cited within the leniency period may submit proof of purchase of any non-EPS containing foodware or product in any amount totaling or exceeding the amount of the fine in order to comply with the Ordinance, in lieu of payment of any fine. The Ordinance will be fully enforced 12 months after adoption. Upon a first violation of any provision of the relevant OCC provisions, the City shall issue a written Notice of Violation to the offending establishment, person or business. If, after the specified correction period, the violation is not ceased or abated, violators of the Ordinance would

be subject to the City’s general fine structure outlined in OCC, Chapter 1-10 (Violation of Code), which stipulates that every violation that the city attorney prosecutes as an infraction shall be punishable as follows:

1. A fine not exceeding \$100 for a first violation of a code section or ordinance;
2. A fine not exceeding \$200 for a second violation of the same code section or ordinance within one year; and
3. A fine not exceeding \$500 for the third and every additional violation of the same code section or ordinance within one year.

As a best practice, a requirement to maintain purchase records for compliant non-EPS materials has been added to the Draft EPS Ordinance (Section 7-344) in the event compliance is in question.

Council Committee, Community Engagement and Outreach

On February 22, 2022, the Committee received an update on the City’s efforts to prepare an EPS Ordinance (see Attachment 1 - February 22, 2022 Committee Packet). Three members from the community and one business advocate attended this meeting, and all supported the recommended approach identified in the report. The business advocate asked questions regarding the proposed cost differential between EPS and non-EPS materials, and if jurisdictions with EPS bans had reported supply chain challenges in securing compliant materials. Committee members did not have any questions, but recommended the removal of a previously considered carve out for non-profit organizations (“hardship provision”). The Ordinance aligns with the City’s Climate Action and Adaptation Plan (CAAP).

Following the February 22, 2022 Committee meeting, City staff developed an interested parties list targeting businesses which may utilize EPS. The businesses identified were focused on: food establishments (fast food, restaurants, cafes, bakeries, grocery stores, mini markets, meat/fish, and coffee shops); wholesale/warehousing businesses; and mobile food vendors. In total, print and email outreach to approximately 1,300 businesses and organizations occurred. In addition, the notification included a link to the City’s webpage to direct interested parties to this site and for interested parties to receive updates on the EPS work efforts (<https://www.oxnard.org/polystyrene-ordinance/>).

As a result of the various outreach efforts, a carve out for fish and meat processing facilities was added due to the lack of non-EPS compliant packing, distribution, and shipping alternatives. A survey that was developed showed general support for an EPS Ordinance, and the proposed six-month leniency period. Community concern was expressed regarding the cost associated with securing compliant products, and what would be covered by the EPS Ordinance. Staff’s research indicated that supply chain issues are not an issue, product production is robust, and sources are readily available. Community concern was also expressed for development of a compliant material replacement program; bilingual materials; the identification of a dedicated non-compliant drop off location; and the date by when unused non-compliant materials should no longer be used. A summary of the staff outreach, engagement, and survey results can be found in Attachment 5.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

Enforcement of this ordinance will occur as part of the Community Development Department/Code Compliance Division's normal operations. Enforcement will not be proactive and will follow typical site inspection processes.

Prepared by: Rosheil Ramirez, Data Entry Operator, Kathleen Mallory, Planning & Sustainability Manager, Chelsey Ballot, Deputy City Attorney

ATTACHMENTS

1. February 22, 2022 Committee Report
2. Summary of EPS Ordinances in Ventura County
3. EPS Ordinance
4. Summary of EPS compliant vs. non-EPS compliant cost.xlsx - FOAM Vendor Price Comparison (2)
5. Community Engagement and Outreach
6. Committee Slides - Expanded Polystyrene Ban Ordinance



COMMUNITY SERVICES, PUBLIC SAFETY, HOUSING & DEVELOPMENT COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.4

DATE: February 22, 2022

TO: Community Services, Public Safety, Housing & Development Committee

FROM: Vyto Adomaitis, Community Development Director, (805) 385-7882, vyto.adomaitis@oxnard.org

SUBJECT: Update on City Staff's Efforts to Prepare an Expanded Polystyrene Ban Ordinance. (0/10/10)

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee ("Committee") receive an update on the City's efforts to develop an Expanded Polystyrene Ordinance.

Please click the following link to view the required Measure M pre-recorded presentation video:

<https://youtu.be/Tkdp3TicONM>

BACKGROUND

EXECUTIVE SUMMARY

The City is preparing a Climate Action and Adaptation Plan (CAAP). To achieve environmental and climate goals of the CAAP, one strategy is to regulate Polystyrene Plastics. Therefore, staff is developing an ordinance to ban Expanded Polystyrene.

Polystyrene Plastic includes "Expanded Polystyrene (EPS) and "rigid plastic". EPS, also known by the trademark name Styrofoam™, is commonly used for single-use plates, cups, take-out food containers, and packing materials. Rigid plastics are commonly used for drink lids, plastic straws, plastic cutlery, and plastic containers. For the purposes of this staff report and the proposed ordinance, staff is preparing regulations to only address EPS and non-encased EPS (commonly referred to as "flimsy" styrofoam coolers), not rigid plastics.

Staff's recommended approach to only address EPS and non-encased EPS is because at this time there are no compostable recycling facilities within Ventura County that can process compostable rigid plastics. Therefore, if the City includes these rigid plastics in the ordinance the City will be forcing products to the landfill because there is no local technology or equipment to process these items into a usable product. Staff's recommended approach to address Polystyrene Plastic is therefore a two step, multi-year process:

- Step 1: Regulate EPS and non-encased EPS; and
- Step 2: Include the regulation of Rigid Plastic, and other single use plastic when Ventura County processing facilities become operational and compostable recycling markets to handle this product are

developed. A local facility to handle compostable foodware is anticipated to be available in the next few years.

EPS Polystyrene Information

EPS, which is a form of polystyrene, is a petroleum-based lightweight plastic material that can be formed into many different products. EPS is used for disposable, single-use food service containers, also referred to as food service ware, which comes in many different forms such as plates, cups, bowls, trays and lidded containers, known as clamshells. EPS is frequently used by restaurants and food establishments, including mobile food trucks/vehicles/food vendors, street and sidewalk vendors and outdoor food sales, as containers for take-out food orders or to bring home leftover food after dining. In some cases EPS may be used as the primary servicing mechanism or food ware, rather than ceramic or plastic reusable alternatives.

Negative Environmental and Health Impacts

EPS is slow to degrade, and if disposed of improperly, the product can leach chemicals into the environment harming water sources. EPS manufacturing is an enormous creator of hazardous waste. Due to its fragility and weight, this litter is one of the most prevalent and hard-to-remove items found on our storm drains, creeks, rivers, beaches, parks and open space. EPS breaks down into smaller microscopic particles, microplastics. These microplastics are commonly ingested by marine animals and can lead to starvation as the animals' stomachs fill with indigestible plastic. Larger pieces can suffocate or entangle sea creatures. EPS has the potential to carry and absorb various harmful pollutants and are commonly mistaken for food by local wildlife and marine animals. Ingesting these materials can cause digestive issues for the animals and contribute to the growth and accumulation of toxins within the food chain.

Confusion on Recyclability

Packaging and containers are imprinted with a recycling symbol with a number in the center. Consumers and food providers may incorrectly interpret this symbol to be an indicator that the product is recyclable; this symbol does not guarantee a product is recyclable in any jurisdiction. To successfully recycle EPS materials, they specifically need to be clear of oils, food residue, tape, cardboard material, and all possible contaminants which makes it difficult and costly to process. EPS is not recycled locally on a large scale; further, no EPS foodware products are recycled locally.

City of Oxnard Waste Services

The City of Oxnard is the City's designated waste hauler (i.e., collection of trash, recycling, and organics) for all sectors of waste in the community (residential, commercial, industrial, and agricultural). In the City of Oxnard, the City recycles most hard plastics (i.e., water bottles, drink containers, etc.), numbers 1 through 7, with the exception of EPS. Any commodity based product which can be recycled by the City is bailed and sold on the recycling market. Trash and EPS products are disposed of at the Simi Valley Landfill and green waste is disposed of at two Agromin sites; Santa Paula and Simi Valley.

ANALYSIS/DISCUSSION

Staff's Recommended EPS Approach

Staff is proposing a multiple step EPS Ordinance. Given that there are local EPS recycling opportunities which are financially feasible, Step 1 of an EPS Ordinance would ban the distribution of EPS food containers at restaurants, grocery stores, convenience stores, mobile food trucks/vehicles/food vendors, street and sidewalk vendors and outdoor food sales and other businesses will help reduce local litter issues and reduce EPS debris

in our community. The EPS Ordinance is targeted to address food containers, single-use plates, cups, take-out food containers, and packing materials generated within the City.

Step 2 would be initiated when a Ventura County facility capable of processing this material becomes available. This step would involve the ultimate goal of banning non-compostable single use plastics (plastic lids, non- compostable cutlery, and plastic straws) in the City. Within Ventura County, the cities of Thousand Oaks, Ojai, Ventura, Camarillo, and the County of Ventura have developed EPS / Single Use Disposable Plastics (SUD) bans; with, to varying degrees, additional prohibition regarding coolers and non-encased EPS. Only the City of Ojai has developed both an EPS/ SUD and rigid plastic ordinance ban. The cities of Moorpark, Santa Paula, Simi Valley, and Port Hueneme do not have plans to adopt an ordinance either due to staff resources, and/or Council priority.

A summary of Staff’s review of the Ventura County Ordinances (also summarized in Attachment A, more broadly with links to other California cities) is as follows:

City ³	Businesses ¹	Banned Materials ²	Exemptions	Enforcement
Camarillo*	- City Facilities - City Contractors - Vendors - Event Promoters - Food Providers - Food Distributors	- All containers used to hold prepared food or drinks. *NOT including straws, cup lids, utensils - Ice chests/cooler not encased by other durable materials - Pool and beach toys containing EPS - Packing Materials (e.g. packing peanuts)	- Food prepared/ packaged outside city limits. - Public health, safety, or medical requirement. (e.g. meats, medications, etc.) - Local declared emergency - Undue hardship practical difficulty approved by City Manager - Items encapsulated by more durable materials intended for reuse. - Construction products* (Ojai)	- Written warning first violation - Subsequent violations subject to fine. - Each individual sale is a separate violation
Ojai		- All containers used to hold prepared food or drinks- Including Straws, lids, and utensils. - Ice chests/cooler not encased by other durable materials - Pool and beach toys containing EPS - Packing Materials (e.g. packing peanuts)		- First violation (no more than \$50.00) - Second Violation (no more than \$100.00) within one year. - Third violation (no more than \$250.00) within one year - Appropriate purchase receipt at least equal to the amount after citation
Thousand Oaks*		- All containers used to hold prepared food or drinks. *NOT including Straws and utensils upon request - Packing Materials (e.g. packing peanuts) - Ice chests/cooler not encased by other durable materials		- Each violation of the code is a separate offense. - Written warning first violation with a cease date. - Subsequent violations subject to fine.
Ventura*		- All containers used to hold prepared food or drinks. *NOT including straws, cup lids, utensils - Ice chests/cooler not encased by other durable materials		- Each violation of the code is a separate offense. - Written warning first violation with a cease date. - Subsequent violations subject to fine.
Ventura County (Parks & Events)	- Vendors - Franchisees - Lessees - Contractors - Commercial food and beverage purveyors - Event Organizers & Vendors	All Expandable Polystyrene food service products	None	- Violation of park regulations is subject to a \$30.00 fine for each violation. - Ejection from the park.

*The cities of Ventura, Thousand Oaks, and Camarillo ordinances only address EPS products at this time. Depending upon local processing capabilities, the cities of Ventura and Camarillo may regulate rigid plastics in 2022; hardship for EPS based enforcement through 2023.

Materials to be Included in the Proposed EPS Ordinance

Staff’s approach is consistent with Ventura and Thousand Oaks EPS Ordinance approaches. The EPS Ordinance would regulate the following types of products:

- All EPS products using polystyrene/containers: service ware for takeout food or leftovers - clamshells, bowls, plates, trays, cartons, cups, beverage containers; and
- Styrofoam coolers, containers, and ice chests sold within the City would be required to be encased by plastic (i.e., flimsy EPS only coolers would be prohibited).

The EPS Ordinance will exclude lids, plastic straws, stirrers, forks, spoons, knives, and other items designated for one-time use for prepared foods including without limitations until such time as a local recycling facility is able to accommodate rigid plastics. As information, plastic straws are still permitted to be distributed within food establishments but only upon request (Assembly Bill - AB1884).

Exemptions to the Proposed EPS Ordinance

Staff intends to prepare an Ordinance which exempts the following types of products:

- Prepared food packaged outside the City, provided such food is not altered, packaged or repackaged within the City limits.
- EPS insulated containers designed to safely transport by mail or common carrier prepared food, frozen goods, perishables, pharmaceuticals, biotech, and medical supplies in compliance with the Food and Drug Administration or other regulatory agency recommended temperatures.
- EPS containers, plates or trays for raw, butchered meats, fish and/or poultry.
- Emergency supplies; materials secured in response and due to an emergency/public health and safety. The City may exempt a food provider or beverage provider when there is a public health and safety requirement or medical necessity to use an otherwise prohibited food ware product.
- During a locally declared emergency, the City, emergency response agencies operating within the City, users of City facilities, and food providers shall be exempt from the Ordinance provisions.
- Construction products made from or that include EPS would be exempted if the products are used in compliance with other City and State provisions, codes, and regulations.
- EPS packaging products which have been received from sources outside the City may be reused to keep them out of the waste stream. (i) Shipping of manufactured goods produced within the City where viable alternatives are not available.
- Materials generated outside of the City would be exempt from the Ordinance. This would include: shipping boxes, pool or beach toys, packing peanuts, or other packaging materials.

Businesses Subject to the Ordinance

Staff intends to prepare an EPS Ordinance which applies to the following types of businesses:

- Food Establishments - Including but not limited to grocery stores/supermarkets, restaurants, quick-service food, mobile food trucks/vehicles/food vendors, street and sidewalk vendors and outdoor food sales, or other places of business in the City that primarily operate to sell or convey food products to be consumed by the public. This includes a cafe, sit down and drive-thru restaurants/fast food establishment, cafeteria, coffee shop, snack shop, public food market, farmers' market, convenience store, or similar brick and mortar and mobile places where prepared food is available for sale on the premises or for take-away consumption. Food establishments/providers also include any business, organization, group or individual that regularly provides prepared food to its members or the public as a part of its activities or services.
- Vendors operating in the City; City events; events and festivals in the City (See Attachment B)

The Ordinance would include a hardship provision which would allow for phased implementation for non-profit organizations. These organizations and those that demonstrate hardship through an established non-profit status may claim undue hardship or practical difficulty. Specific examples of organizations which may be subject to phased implementation include: The Rescue Mission, Lighthouse for Women and Children, etc.. The City Manager or designee may approve a one-time, one year exemption of the EPS Ordinance requirements.

The City's Business and Licensing Division, has estimated that there are approximately 500 food establishment types of businesses which could potentially be affected by the EPS Ordinance. Through EPS Ordinance development, additional research will be conducted to determine the potential impact on the industrial and wholesale restaurant industries. The estimated 500 businesses does not take into account industrial-based businesses.

See the next steps portion of this staff report for information outreach.

Timing for Implementation of the Ordinance/"Operative Date"

Staff recommends allowing for 6 months after adoption of the Ordinance for it to become effective. This will allow for various forms of outreach to the affected businesses, non-profit organizations, and coordination with various City departments and organizations. Additionally, waiting to enforce the Ordinance will also allow businesses to use up previously purchased non-compliant product(s).

The phased operative date of the EPS Ordinance is consistent with approaches implemented in other jurisdictions. With that in mind, the EPS Ordinance will be crafted as follows:

- **Ordinance Adoption** - Information will be disseminated to businesses, nonprofits, and others that may be impacted during the 6 months after adoption to inform those subject to regulation. The Ordinance will not be enforced until the 6th month.
- **Ordinance Implementation** - The ordinance would be effective 6 months after adoption. For the 6 months after the effective date (total of 12 months from adoption date), enforcement of the ordinance will be lenient. See the recommended enforcement approach, below.

Ordinance Implementation/Enforcement

Ultimately, securing compliance with the Ordinance is the goal. Therefore, the intent is to garner compliance through non-punitive and creative means. The Ordinance will be written to allow violators who are cited to submit proof of purchase of ordinance compliant product in an amount equal to or greater than the fine; compliant product purchased will be permitted, in lieu of payment of any fine to be levied (for months 6-12 after adoption - known as leniency enforcement period). Within Ventura County, this model is being used in the City of Ojai.

Any person or entity that fails to comply with Oxnard Municipal Code (OMC) and each violation of the OMC shall constitute a separate offense. The City may also seek to enforce violations of the relevant OMC through the City's civil penalty procedure. Upon a first violation of any provision of the relevant OMC provisions, the City shall issue a written Notice of Violation to the offending establishment, person or entity. The Notice of Violation shall specify the violation(s), a date by which the violation(s) must be ceased and abated. If, after the specified correction period, the violation is not ceased or abated violators of the Ordinance would be subject to the OMC, Chapter 1-10 (Violation of the Code) which stipulates:

- C) Every violation that the city attorney prosecutes as an infraction shall be punishable as follows:
- (1) A fine not exceeding \$100 for a first violation of a code section or ordinance;
 - (2) A fine not exceeding \$200 for a second violation of the same code section or ordinance within one year;

and

(3) A fine not exceeding \$500 for the third and every additional violation of the same code section or ordinance within one year.

Fines, as stipulated above, would begin 12 months after Ordinance adoption; leniency via product purchase offsetting violation costs would be suspended after 12 months.

Next Steps/Community Outreach

The goal of the City’s outreach is to help businesses find affordable compliant products that work for their business needs. City staff and volunteers will help to ensure that the transition away from EPS is as smooth and affordable as possible for the business community. City staff will develop resources to help businesses, and provide one-on-one assistance as needed. Staff will also engage with the Chamber of Commerce, business community, community organizations, and non-profit organizations in EPS Ordinance development; these work efforts will occur in March/April. Public outreach would occur throughout the Spring and Summer. The finalization of the draft EPS Ordinance would occur in Summer 2022 for City Council approval of the final Ordinance in Summer/Fall 2022.

A specific outreach strategy will be developed both for ordinance development and ordinance implementation. Possible outreach methods include surveys, social media, mailers, meetings, and door to door conversations with affected businesses.

STRATEGIC PRIORITIES

This agenda item supports Public Safety strategy. The purpose of the Public Safety strategy is to restore and modernize the delivery of public safety services to provide for the safety of our neighborhoods and health of our community.

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The development of the ordinance does not require additional financial resources. The Sustainability Division, housed with Community Development, is a newer division with limited staffing. As the work plan continues to evolve through the development of the CAAP a comprehensive staffing planning will be developed and presented to Council at a later date.

In Ventura County, the cities of Thousand Oaks and Ventura have staffed their EPS Ordinance Implementation efforts through either their Sustainability Division and /or Green Business coordinator. Impacts to Code Compliance have been minimal due to proactive City measures, hiring of summer intern assistance for canvassing businesses, and facilitatory approaches.

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ATTACHMENTS

1. Attachment A: Summary of Ordinances
2. Attachment B: Summary of City Festivals and Events
3. Attachment C: Staff Presentation

Polystyrene Ordinance Research

(Local Ordinances and Peer Cities)

Local Ordinances:

1. *Ojai*

- a. Placement:
 - i. Title 5: Sanitation and Health
 - 1. Chapter 14: Environmentally Acceptable Packaging Material
- b. Banned materials
 - i. All containers, clamshells, bowls, plates, trays, cartons, cups, beverage containers, lids, straws, stirrers, forks, spoons, knives, and other items designated for one-time use for prepared foods including without limitation service ware for takeout food or leftovers.
 - ii. Coolers, containers, ice chests, shipping boxes, pool or beach toys, packing peanuts, or other packaging materials
- c. Included Businesses
 - i. All City of Ojai facilities
 - ii. All contractors in performance of City Contracts and events promoters
 - iii. Food Providers- any individual, business, vendor, organization, entity or group including food establishments
 - iv. Food Establishments- all sales outlets, stores, shops, vehicles, or other places of business in the City that primarily operate to sell or convey food products.
- d. Exemptions
 - i. Encapsulated styrofoam goods intended for reuse- e.g. coolers, surfboard, boats, life preservers, etc.
 - ii. Undue hardship in writing to be approved by City Manager (1 year exemption with appeal process)
 - 1. Can be granted in whole or in part
 - iii. Foods prepared outside of city limits to be sold in city limits.
 - iv. Packaged meats
 - v. Construction materials
 - vi. Emergency Supplies
 - vii. Products that were received from sources outside may be reused.
- e. Phased or blanket?
 - i. Effective July 2014 following January 2014 approval
- f. Enforcement
 - i. (1) a fine not exceeding fifty dollars (\$50.00) for a first violation; (2) a fine not exceeding one hundred dollars (\$100.00) for a second violation of the same law within one year; and (3) a fine not exceeding two hundred fifty dollars (\$250.00) for each additional violation of the same law within one year. Every violation determined to be a misdemeanor shall be punishable

by: (1) a fine of not more than five hundred dollars (\$500.00); or (2) imprisonment in the City or County Jail for a period up to six (6) months; or (3) both a fine and imprisonment. The court having jurisdiction to impose sentence shall determine the punishment within the limits prescribed herein for the violation.

- ii. The City Manager or his/her designee may allow the violating provider, in lieu of payment of any fine levied, to submit receipts, in an amount at least equal to the amount of the fine, demonstrating the purchase after the citation date, of an amount of biodegradable, compostable or recyclable products appropriate as an alternative disposable food service ware.

g. Notes:

- i. All food providers are mandated to utilize biodegradable, compostable, reusable, or recyclable options.

2. Thousand Oaks

a. Placement:

- i. Title 6: Sanitation and health; Chapter 6: Prohibition on the use, distribution, and sale of expanded and rigid polystyrene products, food service ware, and utensils. And restrictions on distribution of plastic straws

b. Banned materials

- i. single-use, disposable products used for serving, transporting, or consuming prepared food
- ii. plates, bowls, trays, wrappers or wrapping, platters, cartons, hinged food containers, condiment containers, utensils, cups or drink ware, or any other container in or on which prepared foods are placed or packaged for consumption.
- iii. expanded polystyrene loose fill packaging and cushioning material, such as foam peanuts, packing peanuts, foam popcorn or packing noodles, intended for the packaging of products, equipment, or other items.

c. Included Businesses

- i. Any person or establishment that provides or sells prepared foods within the City to be consumed by the public
- ii. a grocery store, supermarket, delicatessen, restaurant, drive-thru, cafe, cafeteria, coffee shop, snack shop, public food market, farmers' market, convenience store, or similar fixed place where prepared food is available for sale on the premises or for take-away consumption; and (2) any mobile store, food vendor, caterer, food truck, vending machine or similar mobile outlet. Food provider also includes any business, organization, group or individual that

regularly provides prepared food to its members or the public as a part of its activities or services.

- iii. City facilities
- iv. City events
- d. Exemptions
 - i. Food packaged outside of the city such that it is not altered or repackaged within city limits
 - ii. Containers plate or trays used for raw or butchered meats, fish, or poultry.
 - iii. Foodware brought in by individuals for personal consumption
 - iv. Public Health and Safety requirement
 - v. Locally declared emergency
 - vi. Construction products
 - vii. Products that have been received from sources outside the city that might be reused to keep them out of the waste stream
 - viii. Shipping of manufactured goods produced within the city where viable alternatives are not available
 - ix. City manager to approve hardship waiver annually
 - 1. Effective within 30 days
 - 2. Waiver fee charged to be sufficient to cover the cost of processing.
- e. Phased or Immediate?
 - i. Passed October 2020, Effective January 2022
- f. Enforcement
 - i. Inspections by compliance officers
 - ii. Each violation constitutes a separate offense
 - iii. First violation is a written notice with a cease by date. Persistence/ subsequent offenses result in fines.
- g. Notes:
 - i. Plastic Utensils & straws are not to be automatically distributed- only upon request

3. Ventura

- a. Placement:
 - i. Division 8: Public Health and Safety Regulations
 - 1. Regulating Expanded Polystyrene Food Containers
- b. Banned materials
 - i. Disposable Food Containers include clamshells, bowls, plates, trays, cartons, and cups, including, without limitation, food containers for takeout foods or leftovers
- c. Included Businesses
 - i. Any person or persons providing or selling prepared food
 - 1. A grocery store, supermarket, restaurant, drive-thru, café, coffee shop, snack shop, public food market, farmer's market, convenience

- store, or similar fixed place where Prepared Food is available for sale on the premises or for take-away consumption;
 - 2. Any mobile store, food vendor, caterer, food truck, vending machine, or similar mobile outlet;
 - 3. Any Franchise restaurant, drive-thru, café, coffee-shop or the like
 - 4. Any organization, group, or individual that regularly provides Prepared Food to its members or the general public as a part of its activities or services.
- ii. All City facilities
- iii. Vendor or promoters within the city
- d. Exemptions
 - i. Single-use items like straws, cup lids, or utensils or disposable packaging for unprepared foods.
 - ii. Undue hardship or practical difficulties
 - 1. Public Works Director to grant a one time exemption for up to one year
 - 2. All decisions are final
 - iii. Public Safety and Health
 - iv. Prepared foods outside of the city
 - v. Local emergency
- e. Phased or Immediate?
 - i. Immediate effective July 1, 2021- approved 9/22/2020. A one-year exemption is available for food and beverage service providers experiencing financial hardships or practical difficulties from the ordinance
- f. Enforcement
 - 1. Written warning with specifying violation and appropriate penalties for future violations
 - 2. Each sale is a separate violation

4. Camarillo

- a. Placement:
- b. Banned materials
 - i. all containers that are used to hold prepared food or drinks.
 - ii. clamshells, bowls, plates, trays, cartons, and cups, including, without limitation, food containers for takeout foods or leftovers from partially consumed meals prepared by food providers.
 - iii. Containers not wholly encapsulated or encased by a more durable material
- c. Included Businesses
 - i. any person or place that provides or sells prepared food within the City to the general public to be consumed on the premises or for take-away consumption
 - 1. A grocery store, supermarket, restaurant, drive-thru, café, coffee shop, snack shop, public food market, farmer's market, convenience

- store, or similar fixed place where Prepared Food is available for sale on the premises or for take-away consumption;
 - 2. Any mobile store, food vendor, caterer, food truck, vending machine, or similar mobile outlet;
 - 3. Any Franchise restaurant, drive-thru, café, coffee-shop or the like
 - 4. Any organization, group, or individual that regularly provides Prepared Food to its members or the general public as a part of its activities or services.
- ii. City Facilities
- iii. City contractors in performance of city contracts
- iv. Public Health and Safety
- d. Exemptions
 - i. This does not include single-use disposable items such as straws, cup lids, or utensils, nor does it include single-use disposable packaging for unprepared foods prepared outside of the City.
 - ii. Undue hardship or practical difficulty
 - 1. City manager or designee to approve one-time one year exemption
 - 2. All decisions are final
- e. Phased or Immediate?
 - i. Blanket- effective January 2022 approved/adopted Jul 28, 2021
- f. Enforcement
 - i. Written warning subject to fines after first offense
 - ii. Each sale or other transfer constitutes a separate offense
 - iii. Infraction penalties as follows: (Per their municipal code)
 - 1. First violation not to exceed \$100
 - 2. Second violation not to exceed \$200 of the same code within one year
 - 3. Third violation not to exceed \$500 each additional offense of the same code within one year

5. Ventura County

- a. Placement:
 - i. Article 6 : Public health and Sanitation
- b. Banned materials
 - i. expandable polystyrene food containers, bowls, plates, trays, cartons, and cups that are not intended for reuse, on or in which any foods or beverages are placed or packaged
- c. Included Businesses
 - i. Special events in County Parks that are sponsored or co-sponsored by the county
 - ii. Event organizers, event vendors, and other orgs in agreement for events
 - iii. Any vendor in a written agreement with the County for an event.

- d. Exemptions
 - i. Does not apply to spectators or event guests
- e. Phased or Immediate?
 - i. Immediately adopted
- f. Enforcement:
 - i. Violation of park regulations is subject to a \$30 fine for each violation unless another amount is provided.
 - ii. Ejection from the park
 - iii. Appeals need to be written and filed within 10 calendar days of the written order.

Peer Cities

1. Watsonville

- a. Placement: Title 6: Sanitation and Health
- b. Banned materials
 - i. All to-go containers using plastic or plastic foam are banned- silverware, cups, plates, straws, stirrers, lids, cups, cartons
 - ii. Plastic Straws only given on request, no straws given or out for distribution. Straws can't be wrapped in plastic.
 - iii. Plastic foam products that are to go containers, shipping boxes, packaging peanuts, pool or beach toys, or any polystyrene item not encased in durable plastic
- c. Included Businesses
 - i. City Contractors, vendors, promoters in city contracts
 - ii. All City facilities- prohibited from use
 - iii. Food providers within the city & all special event providers
- d. Exemptions
 - i. Food prepared or packaged outside of the city and sold inside the city are exempt but they are encouraged to follow.
 - ii. Exemptions may be made if vendor can demonstrate public health need and safety requirement of medical necessity for product
 - 1. (a) Products made from plastic foam that is fully encapsulated or encased by a more durable material are exempt from this Chapter. Examples include surfboards, boats, life preservers, and craft supplies, which are fully encapsulated, and durable coolers not principally composed of plastic foam.
 - 2. Construction products
 - 3. Situations deemed an emergency by City Manager
- e. Phased or Immediate?
 - i. Effective 30 day immediately after approval- approved July 2019
- f. Enforcement
 - i. Effective 30 days after final adoption

- ii. One year exemption after written testimony provided indicating hardship approved by the director. All decisions are final.
 - iii. Extensions are possible but need to be approved by the director with any additional documentation. Approval can occur in whole or in part with or without conditions.
- g. Notes:
 - i. Enact a single use fee for any single use (compostable required) fee for beverages. Customers notified on signs and on phone. WIC card or voucher are waived of this fee. No charge if a customer brings their own container. Fee enacted 5 months from ordinance date
 - 1. Reusable cups are okay to be refused at seller discretion for sanitation and health purposes.
 - ii. Foodware must be compostable.
 - iii. Compostable receptacles must be available
 - iv. Encourages charge for to-go service fees, \$.10 allowance.

2. Salinas

- a. Placement: Chapter 14: Garbage, Recycle, And Weeds
- b. Banned materials
 - i. All Polystyrene foam containers
- c. Included Businesses
 - i. Food providers
 - ii. All City of Salinas facilities, city contractors, or special events
 - iii. All distributors
- d. Exemptions
 - i. No exemptions for food providers
 - ii. One year exemption in writing determined by city manager if acceptable, all decisions are final.
 - iii. Food prepared or packaged outside of the area except for things packaged or prepared in connection with a special event within the city.
 - iv. Polystyrene foam coolers and ice chests are acceptable for food providers with the intent of reuse.
 - v. Use only in emergency situations:
 - 1. During an emergency requiring immediate action to prevent or to mitigate the loss of impairment of life, health, property or essential public services, persons providing emergency relief are exempt from the provisions of this article until such time as the emergency has ceased.
- e. Phased or Immediate?
 - i. Adopted Aug 23, 2011- effective after 6 months
- f. Enforcement
 - i. 180 days after the effective date to use remaining stock. Voluntary compliance within that period.
 - ii. City Manager decides how implementation and enforcement goes (including inspections and how it should be monitored)

- iii. Violation of this article is a misdemeanor. Violations can be prosecuted administratively. Citations may be issued by persons designated by the City Manager.
- iv. First violations a warning of possible repercussions. No more than 30 day to comply and a fine is paid.
 - 1. In lieu of the fine of the first administrative citation, a receipt demonstrating a purchase of at least \$100 of compliant materials can be submitted.
- g. Notes:
 - i. Policy goal to include all vendors distributing to Salinas to follow, city encourages all nearby establishments to comply..
 - ii. All food providers shall utilize biodegradable, compostable, or recyclable products
 - iii. City Manager or designee needs to approve/determine if allowable otherwise.

3. Richmond

- a. Placement: Article 9: Health
- b. Banned materials
 - i. all containers, bowls, plates, trays, cartons, cups, and other items that are designed for one-time use for Prepared Foods, including service ware for takeout foods and/or leftovers from partially consumed meals prepared by Food Providers.
 - ii. This term does not include lids, straws, forks, spoons or knives.
- c. Included Businesses
 - i. Food providers-
 - 1. Vendor, business, organization, entity, group, or individual including restaurants for retail food establishments.
 - ii. All City facilities and events
 - iii. City franchisees, contractors and vendors doing business with the City
- d. Exemptions
 - i. Foods packaged outside of Richmond
 - ii. Foods packaged foods prepared to go outside of Richmond
 - iii. Expanded polystyrene coolers and ice chests intended for reuse.
 - iv. Aluminum containers
 - v. Emergency use
- e. Phased or Immediate?
 - i. Immediate effective 8 months post approval
- f. Enforcement
 - i. Compliance checks
 - ii. There is a written warning notice after first offense
 - iii. Violation must be corrected after 30 days and if not, it is a misdemeanor. Violations after that follow their administrative citation process (fines, etc.)
- g. Notes:
 - i. Richmond has a closed loop recycling system for aluminum foil.

4. Long Beach

- a. Placement: Title 8- Health and Safety
- b. Banned materials
 - i. All non-recyclable or non-compostable containers exhibiting a recycle code other than 6
 - ii. Whole or in Part polystyrene Meat and fish trays, Produce trays, Egg cartons
 - iii. Plastic or bioplastic straws
 - iv. Polystyrene beads for crafts, fillers for bean bags or coolers
- c. Included Businesses
 - i. Food Providers:(1) a grocery store, supermarket, restaurant, drive-thru, cafe, coffee shop, snack shop, public food market, farmers market, convenience store, or similar fixed place where prepared food is available for sale on the premises or for take-away consumption, and (2) any mobile store, food vendor, caterer, food truck, vending machine or similar mobile outlet. "Food Provider" also includes any Franchise restaurant, drive-thru, café, coffee-shop or the like. "Food Provider" also includes any organization, group or individual that regularly provides prepared food to its members or the general public as a part of its activities or services.
 - ii. City facilities that are renter, leased, or otherwise being used for city permission
 - 1. City will take a security deposit if they are in violation. Renting or leasing parties are responsible for their actions
 - iii. City sponsored events, activities, and city meetings open to the public.
 - iv. The City, its departments, its City contractors, agents, and employees acting in their official capacity, shall not purchase, acquire or distribute for public use any polystyrene food service ware or disposables that are neither Recyclable or Compostable, or Polystyrene Coolers.
 - v.
- d. Exemptions:
 - i. "Small food provider": a person or place that provides or sells prepared food within the City to the general public to be consumed on the premises or for take-away consumption, seating one hundred (100) or fewer persons.
 - ii. Food prepared and packaged outside of the city- provided food is not altered and repackaged within the city limits
 - iii. Coolers and ice chests defined as something other than polystyrene
 - iv. Food brought by individuals for personal consumption to city facilities
 - v. City sponsored events and permitted events authorized or permitted prior to implementation. If multi permitted- 1 year to comply
 - vi. Emergency use
 - vii. Plastic beverage straws available upon request per ADA
 - viii. Exemptions are to be filed to the director including all documentation-granted up to 1 year with or without conditions. Director decision effective

within 10 days of the decision and decision may be appealed. Appeal must be submitted within 3 days

- e. Phased or Immediate?
 - i. Phased
 - 1. City facilities, contractors, and sponsored events on or after 3 months (Original 2018 Ord)
 - 2. Food providers- 9 months after approval (Original 2018 Ord)
 - 3. Small food provider- 18 months after approval (Original 2018 Ord)
 - 4. Beads/ bean bags/ coolers- 18 months after approval (Original 2018 Ord)
 - 5. Retail sales on or after October 2020 (revision approved Feb 26, 2020)
- f. Enforcement
 - i. This ordinance is included in their Environmental Health inspection.
 - ii. Administrative Citation- funds from fines will go to implementation and enforcement costs.
 - iii. Straws and utensils provided upon request.
 - iv. 3 months to adopt ordinance for City facilities, contractors, and permitted city events.
 - v. 9 months to adopt by Food Providers
 - vi. 18 months for small food providers
 - vii. 18 months for selling or distributing or polystyrene beads for crafts or filler.
- g. Notes:
 - i. Responsible parties: Health Officers, or designee & Public Works Director, or Designee

5. Hayward

- a. Placement: Article 5: Sanitation and Health
- b. Banned materials
 - i. not limited to, plates, cups, bowls, trays and hinged or lidded containers made of polystyrene. This definition does not include single-use disposable straws, utensils or hot cup lids.
- c. Included Businesses
 - i. Food Vendors
 - 1. Anywhere food is prepared or provided for public consumption including grocery stores, delis, any stores.
 - ii. City Facility Users
 - 1. Anyone permitted to utilize a city owned space like parks, buildings, roads, sidewalks, etc. (e.g. sidewalk vendors, events, etc.)
- d. Exemptions
 - i. Foods pre packaged outside for city limits
 - ii. Coolers and Ice chests that are intended for reuse
 - iii. Hardships cases presented to City manager

1. Exceptions granted by City manager upon review of written statements with supplemental documentation.
2. All decisions are final
- iv. Emergency
- e. Phased or Immediate?
 - i. Approved October 19 2010 effective July 1, 2011
- f. Enforcement
 - i. City Manager designates enforcement
 - ii. Written warning first and subsequent violations are subject to penalties
 1. Fines are established by a resolution through council
 2. Administrative hearings can be requested to challenge the validity of the citation.
 - iii. Each sale of polystyrene foam shall constitute a separate offense.
- g. Notes:
 - i. All included businesses must use recyclable or compostable products for disposable foodware.

6. Daly City

- a. Placement: Title 8: Health and Safety
- b. Banned materials
 - i. Polystyrene-based food service ware for providing prepared foods- not including raw animal products (e.g. eggs, meat, fish, raw foods to be cooked)
- c. Included Businesses
 - i. Licensed retail food establishments that provide prepared food at a retail level
 - ii. Vendor, business, organization, entity, group, or individual
- d. Exemptions
 - i. Prepackaged foods
 1. Properly labeled packaged foods to prevent human contact with product upon distribution from a manufacturer, prepared by an approved source.
 - ii. Coolers and ice chests intended for reuse
 - iii. Requests for exemption for hardship purposes available
 1. Application process must be written with supplementary material to the Environmental Health Division.
 2. Decisions effective immediately and are final. No appeals
 3. Exemptions may be granted for up to one year and reapplication must occur prior to the one year mark in one year intervals.
- e. Phased or Immediate?
 - i. Immediate- Effective 30 days after approval (approves August 13 2012)
- f. Enforcement
 - i. Violators are fined
 1. fines not to exceed \$100 for first violation
 2. Not to exceed \$200 for second violation

3. Not to exceed \$500 for 3rd and subsequent violations
- ii. Each day that a vendor uses noncompliant containers would constitute a separate violation
- iii. Notices will be served on the food vendor containing hearing information for contesting the fine
 1. Contesting the fine would either be that they do not use the containers OR they would qualify for an exemption
- iv. Failure to pay a fine within 30 day of notice goes to a collection agency.

List of California Jurisdictions with Polystyrene Ordinances

Source: Californians Against Waste

<https://www.cawrecycles.org/polystyrene-local-ordinances>

Jurisdiction	Adoption Date	Type*	Description
Alameda	2008	REST	Expanded polystyrene ban, requirement that all takeout food packaging be compostable.
Alameda County	2015	REST	Polystyrene ban for all disposable food service items, with a requirement for recyclable or biodegradable replacements.
Albany	2008	REST	Expanded polystyrene ban, requirement that all takeout food packaging be compostable or recyclable.
Aliso Viejo	2005	GOV	Government facility expanded polystyrene ban. Ordinance #2004-060
Arcata	2015	FULL	Ban of distribution and sale of polystyrene food packaging products.
Arroyo Grande	2016	FULL	Expanded polystyrene ban for both distribution and sale, with a requirement that all disposable food containers be biodegradable, compostable or recyclable.
Avalon	2017	REST	Ban on the distribution of expanded polystyrene food containers for prepared foods.
Belmont	2012	REST	Expanded polystyrene ban (San Mateo County ordinance).
Berkeley	1988	REST	Expanded polystyrene ban, requirement that 50% of takeout food packaging be recyclable or compostable. Title 11.58 and 11.60 of Municipal Code.
Brisbane	2014	REST	Polystyrene food packaging ban..
Burlingame	2011	REST	The City of Burlingame passed an ordinance referencing San Mateo County's ordinance on May 16, 2011.
Calabasas	2008	REST	Expanded polystyrene ban, requirement that all takeout food packaging be recyclable or compostable.
Campbell	2014	REST	Expanded polystyrene foodware ban, adopted in December of 2014, effective June 1, 2015.
Capitola	2012	FULL	Prohibit the sale of expanded polystyrene products (expansion of 2009 requirement that all disposable takeout food packaging be compostable)
Carmel	1989	REST	Expanded polystyrene ban, requirement that 50% of takeout food packaging be recyclable, compostable or reusable.
Carpenteria	2017	FULL	Ban on non-recyclable plastic food takeout containers, including expanded polystyrene. Chapter 8.5 of Municipal Code.
Colma	2013	REST	Ban on polystyrene-based food service ware for prepared foods.
Concord	2018	REST	Ban on all polystyrene foam food and beverage service ware.
Contra Costa County	2020	REST	Ban on all polystyrene foam food and beverage service ware.
Costa Mesa	2020	GOV	Prohibits use or purchase of EPS food service products at city facilities & city sponsored events.
Culver City	2017	FULL	Ban on distribution or sale of expanded polystyrene food containers, and includes a provision which requires food providers to ask customers before providing disposable utensils.
Cupertino	2014	REST	Food vendors prohibited from using eps food takeout containers.
Daly City	2012	REST	Ban on polystyrene-based food service ware for prepared foods. Effective September 12, 2012.
Dana Point	2012	REST	Ban on expanded polystyrene food containers. Effective six months after adoption date.
Davis	2017	REST	Ban on polystyrene food containers, requirement that all takeout food packaging be recyclable or compostable.
Del Mar	2019	REST	Bans distribution of polystyrene food ware. Additional prohibition of polystyrene packing materials.
Del Ray Oaks	2010	REST	Expanded polystyrene ban, requirement that all takeout food packaging be recyclable or compostable. Municipal Code 8.30.
El Cerrito	2014	REST	Expanded polystyrene foodware ban, requirement that food packaging be recyclable, compostable, or reusable.

Emeryville	2008 REST	Expanded polystyrene ban, requirement that all takeout food packaging be recyclable or compostable.
Encinitas	2016 REST	In November 2016, City Council banned all disposable food service ware made from Expanded Polystyrene for all food providers and city facilities.
Fairfax	1993 REST	Expanded polystyrene ban for all restaurants and food retail vendors. Title 8.16.030 of Municipal Code.
Fort Bragg	2015 REST	Eps foodware ban adopted in September 2014.
Foster City	2012 REST	Polystyrene ban for restaurants and food vendors, adopted October 17, 2011.
Fremont	2011 REST	Expanded polystyrene ban for food vendors, requirement that all takeout food packaging be recyclable or compostable. Section 8.40.860 of Municipal Code.
Gonzales	2015 REST	Expanded polystyrene ban for food vendors, requirement that all takeout food packaging be recyclable or compostable.
Greenfield	2015 REST	Expanded polystyrene ban for food vendors, requirement that all takeout food packaging be recyclable or compostable.
Grover Beach	2018 FULL	Ban on the sale and distribution of any expanded polystyrene products.
Half Moon Bay	2011 REST	Half Moon Bay passed an ordinance, referencing San Mateo County's polystyrene food container ban, on May 17, 2011.
Hayward	2011 REST	Expanded polystyrene ban for restaurant vendors, requirement that takeout food packaging be recyclable or compostable.
Hercules	2008 REST	Expanded polystyrene ban. Sec.5-3109, Title 5, Chapter 3 of Municipal Code.
Hermosa Beach	2012 REST	Polystyrene container ban. Effective March 2013.
Huntington Beach	2005 GOV	Government facility expanded polystyrene ban.
Imperial Beach	2018 REST	Ban on non-recyclable plastic food takeout containers, including expanded polystyrene. Including a ban on expanded polystyrene packaging materials. Effective 7/18/18
Lafayette	2015 REST	CFC processed polystyrene ban, 50% of food containers must be recyclable or returnable (75% by 2020).
Laguna Beach	2008 REST	Polystyrene ban, requirement that all plastic takeout food packaging be recyclable. Bans the retail sale of foam or other nonrecyclable plastic disposable foodware. Title 7.05 of municipal code.
Laguna Hills	2008 GOV	Government facility expanded polystyrene ban.
Laguna Woods	2004 GOV	Government facility expanded polystyrene ban.
Livermore	2010 REST	Food vendors are required to use recyclable or compostable takeout food packaging.
Long Beach	2018 REST	Covers restaurants and requires plastic utensils and straws upon request.
Los Altos	2014 FULL	Starting July 4, 2014, the distribution and sale of eps foam food containers and ice chests is prohibited.
Los Altos Hills	2012 REST	Ban on eps and non-recyclable plastic food containers.
Los Angeles City	2008 GOV	Government facility expanded polystyrene ban. Chapter IV, Article 13 of Municipal Code.
Los Angeles County	2008 GOV	Government facility expanded polystyrene ban.
Los Gatos	2014 REST	Ban on eps food containers and coolers. Effective June 1, 2015.
Malibu	2005 FULL	Ban on both sale and distribution of any food packaging, containers and food service ware that is made from expanded polystyrene, and that is not either compostable or recyclable. Includes a ban on the retail sale of packing materials, coolers, pool/beach toys, buoys, and other items made from expanded polystyrene. Title 9 24 of Municipal Code

Manhattan Beach	2013 FULL	In 2013 Manhattan beach adopted a polystyrene food packaging ban, updating its 1988 ban on CFC processed polystyrene. In 2014 it was amended to include ALL other non-recyclable disposables and polystyrene coolers. This makes for one of the strongest bans in the nation.
Marin County	2010 REST	Expanded polystyrene food container ban.
Marina	2011 REST	Expanded polystyrene food container ban. Requires the use of recyclable or compostable takeout food packaging unless alternatives are unavailable.
Martinez	2014 REST	Ban on CFC processed polystyrene food takeout containers. Full compliance effective January 15, 2015.
Mendocino County	2014 REST	Expanded polystyrene food container ban adopted July 22, 2014.
Menlo Park	2012 REST	Adopted San Mateo County's ordinance by reference in August of 2012.
Mill Valley	2009 REST	Food vendors and city facilities are prohibited from using expanded polystyrene foam food containers.
Millbrae	2008 REST	Polystyrene ban, requirement that all plastic takeout food packaging be recyclable or compostable.
Milpitas	2017 REST	Expanded polystyrene food service ware ban. Effective July, 2018
Monterey City	2009 REST	Expanded polystyrene ban, requirement that all takeout food packaging be recyclable or compostable.
Monterey County	2010 REST	Expanded polystyrene ban. Title 10, Chapter 10.42 of Municipal Code.
Monrovia	2017 GOV	prohibits the use or purchase of expanded polystyrene food service products at City facilities.
Morgan Hill	2014 REST	An expanded polystyrene ban in restaurants and other food facilities was adopted on October 2, 2013.
Morro Bay	2016 FULL	Expanded polystyrene ban for both distribution and sale, with a requirement that all disposable food containers be biodegradable, compostable or recyclable. Effective May 2016.
Mountain View	2014 FULL	A ban on expanded polystyrene food packaging products for retail sale or distribution in food facilities was adopted on March 25, 2014.
Newport Beach	2008 REST	Expanded polystyrene ban. Title 6, Section 5 of Municipal Code.
Novato	2013 REST	Expanded polystyrene ban.
Oakland	2007 REST	Expanded polystyrene ban, requirement that all takeout food packaging be compostable. Businesses that generate a large portion of litter must pay a litter fee. Title 8.07 municipal code.
Ojai	2014 FULL	Expanded polystyrene ban for all stores and vendors was passed on January 28, 2014
Orange County	2005 GOV	Government facility expanded polystyrene ban, including cities of Aliso Viejo, Huntington Beach, Laguna Hills, Laguna Woods, San Clemente, San Juan Capistrano and the Santa Margarita Water District.
Pacific Grove	2008 REST	Expanded polystyrene ban, requirement that all takeout food packaging be recyclable or compostable. Title 11, Chapter 11.99 of Municipal Code.
Pacifica	2010 REST	Expanded polystyrene ban. Effective January 1, 2010.
Palo Alto	2010 FULL	Expanded polystyrene ban. Chapter 5.30 of Municipal Code. In November 2015 the ordinance was expanded so that retailers can no longer sell or distribute polystyrene foam of any sort. Effective March 1, 2016.
Pasadena	2017 FULL	Polystyrene ban for all food providers, retail and government facilities/sponsored events.
Petaluma	2020 FULL	Prohibits EPS disposable foodware and the sale of EPS coolers and packing materials.

Pismo Beach	2016	FULL	Expanded polystyrene disposable food container ban, as well as a ban on the sale of any expanded polystyrene products.
Pittsburg	1993	GOV	CFC processed polystyrene ban. Title 8.06.210 of Municipal Code.
Pleasanton	2013	REST	Ban on polystyrene food takeout containers with a requirement for food food takeout containers to be recyclable or compostable.
Portola Valley	2012	REST	Polystyrene ban (San Mateo County ordinance).
Rancho Cucamonga	2007	GOV	Resolution banning polystyrene food service products at city facilities and city sponsored events.
Redondo Beach	2020	FULL	Ban on the disposable EPS food service ware as well as the retail sale of EPS coolers.
Redwood City	2013	REST	Polystyrene ban (San Mateo County ordinance).
Richmond	2014	FULL	Polystyrene ban (2010) for takeout food packaging in restaurants was expanded to prohibit retail sale of polystyrene products on July 16, 2013. Effective January 2014.
Salinas	2011	REST	On August 16, 2011, an expanded polystyrene ban on takeout containers was passed.
San Anselmo	2018	FULL	Bans EPS foodware and retail sale of EPS Ice Chests and Coolers.
San Bruno	2010	REST	Polystyrene ban, requirement that all plastic takeout food packaging be recyclable or compostable.
San Carlos	2012	REST	Adopted the San Mateo County ordinance by reference. Chapter 8.27 of Municipal Code.
San Clemente	2011	REST	Government facility expanded polystyrene ban in 2004. Council passed a city wide ban in 2011.
San Diego	2019	FULL	Bans the use and distribution within city limits of products like egg cartons, food containers, coolers, ice chests, pool or beach toys, mooring buoys and navigation markers made fully or partially of polystyrene foam.
San Francisco	2007/2016	FULL	Expanded polystyrene ban, requirement that all takeout food packaging be recyclable or compostable. On July 19th, 2016, the Board of Supervisors expanded the ban to include the sale of non-recyclable non-compostable polystyrene food service ware, egg cartons, meat trays, and packing materials, as well as coolers, pool or beach toys, and floats or buoys that are not encapsulated in a more durable material. San Francisco has the most comprehensive ban in the nation. Effective January 1, 2017.
San Jose	2014	REST	An EPS ban in all food establishments was adopted in 2013. Prior to that, the city had a government facility expanded polystyrene ban for special events.
San Juan Capistrano	2004	GOV	Government facility expanded polystyrene ban.
San Leandro	2012	REST	Expanded polystyrene food container ban, adopted October 2011.
San Luis Obispo	2015	FULL	Expanded polystyrene food container ban. Includes ban on retail sale of foam products.
San Luis Obispo County	2021	FULL	Expanded polystyrene food container ban. Includes ban on retail sale of foam products.
San Mateo (City)	2013	REST	Polystyrene food packaging ban based on the San Mateo County model.
San Mateo (County)	2008/2011	REST	Government facility polystyrene ban passed in 2008. An expanded ban for the rest of unincorporated San Mateo County was passed in 2011, effective July 1, 2011.
San Pablo	2014	REST	Ban on polystyrene food service ware and requires all disposable food service ware to be recyclable or compostable. Effective April 1, 2015.

San Rafael	2013	REST	City Council adopted foamed polystyrene container bag in October 2012.
Santa Barbara	2019	FULL	Ban on expanded polystyrene food service ware and requires all disposable food service ware to be recyclable or compostable. Prohibits any retailer from selling or otherwise providing any expanded polystyrene product which is not wholly encapsulated. Effective January 1, 2019.
Santa Clara (City)	2015	REST	Ban on polystyrene food service ware. National chain restaurants were phase in September 1st, 2014 and all other restaurants were phased in on January 1st, 2015.
Santa Clara (County)	2013	REST	The Santa Clara County Board of Supervisors adopted an eps takeout container ban for unincorporated county on June 5, 2012.
Santa Cruz (City)	2012	FULL	Ban on sale of all foam polystyrene products. Prior to 2012, the City banned the distribution of expanded polystyrene food containers, with a requirement that the food packaging be recyclable or compostable.
Santa Cruz (County)	2008/2012	FULL	Expanded polystyrene ban, requirement that all takeout food packaging be recyclable or compostable. Title 5, Section 46 of Municipal Code. The ban was expanded to prohibit the sale of all expanded polystyrene products in stores on April 17, 2012.
Santa Monica	2007	REST	Ban on all polystyrene AND most other non-recyclable plastic disposable food service containers. This makes for one of the strongest bans in the nation.
Sausalito	2008	REST	Food vendors and city facilities and events are prohibited from using expanded polystyrene foam food containers.
Scotts Valley	2009	REST	Expanded polystyrene ban, requirement that all takeout food packaging be recyclable or compostable.
Seaside	2010	REST	Polystyrene ban with requirement that all plastic takeout food packaging be recyclable or compostable.
Solana Beach	2015	REST	Ban on polystyrene and non-recyclable plastic disposable food service containers as well as ban on EPS packing materials.
Sonoma (City)	1989	GOV	Government facility expanded polystyrene ban. Chapter 7.30 of the Municipal Code.
Sonoma (County)	1989	GOV	Government facility expanded polystyrene ban. Title 19, Section 19-6.1 of Municipal Code.
South Lake Tahoe	2018	FULL	Ban on sale and distribution. Plastic cutlery and straws only upon request.
South Pasadena	2017	FULL	In November 2016, City Council banned all disposable food service ware made from Expanded Polystyrene for all food providers, retail sales and city facilities.
South San Francisco	2008	REST	Polystyrene ban. Chapter 8.60 of Municipal Code.
Sunnyvale	2013	FULL	Expanded polystyrene container ban in restaurants (effective Earth Day 2014) and ban on eps food packaging products for retail sale (effective Earth Day 2015).
Ukiah	2015	REST	Eps foodware ban adopted in November of 2014.
Union City	2016	REST	Ban on polystyrene disposable food ware and requires all disposable food ware to be recyclable or compostable. Effective January 1, 2017.
Ventura County	2004	GOV	Government facility expanded polystyrene ban.
Ventura (City)	2021	REST	Bans EPS food ware starting July 1, 2021.
Walnut Creek	2014	REST	Polystyrene food packaging ban.
Watsonville	2009/2014	FULL	Expanded polystyrene ban, requirement that all takeout food packaging be recyclable or compostable. Title 6, Chapter 6 of Municipal Code. First adopted in 2009. Amended in 2014 to include a ban on retail sales of eps products.
West Hollywood	1990	REST	Polystyrene ban for restaurants and food vendors.
Yountville	1989	REST	Expanded polystyrene food container ban.

Attachment B
City of Oxnard Events

- Dia de los Muertos/Halloween
- Earth Day
- Halloween Float Tour
- Oxnard Insect Festival
- Oxnard Multicultural Festival
- Santa Float Tour
- Channel Islands Harbor Fireworks
- Channel Islands Parade of Lights
- Cinco de Mayo
- Downtown Holiday Parade & Plaza Park Christmas Tree Lighting
- El Grito/Fiestas Patrias
- MLK March
- Oxnard Jazz Festival
- Collection Tree Lighting & Fireworks
- Salsa Festival
- Strawberry Festival
- Veterans Day
- Santa to the Sea
- Juneteenth
- Philippine Independence Day Flag Raising Ceremony
- Cesar Chavez Memorial March
- Gueleguetza
- Car Shows
- Science Carnival
- Steampunk
- Summer Concerts
- Cowboys Camp
- OPD Memorial
- Amgen Tour of California
- AIDS/LifeCycle
- Job Fair
- Rehab Point Picnic

Update on Preparation of an Expanded Polystyrene Ban Ordinance

Kathleen Mallory, Planning & Sustainability Manager
Vyto Adomaitis, Community Development Director
Community Development Department

Community Services, Public Safety, Housing & Development Committee
2/22/2022

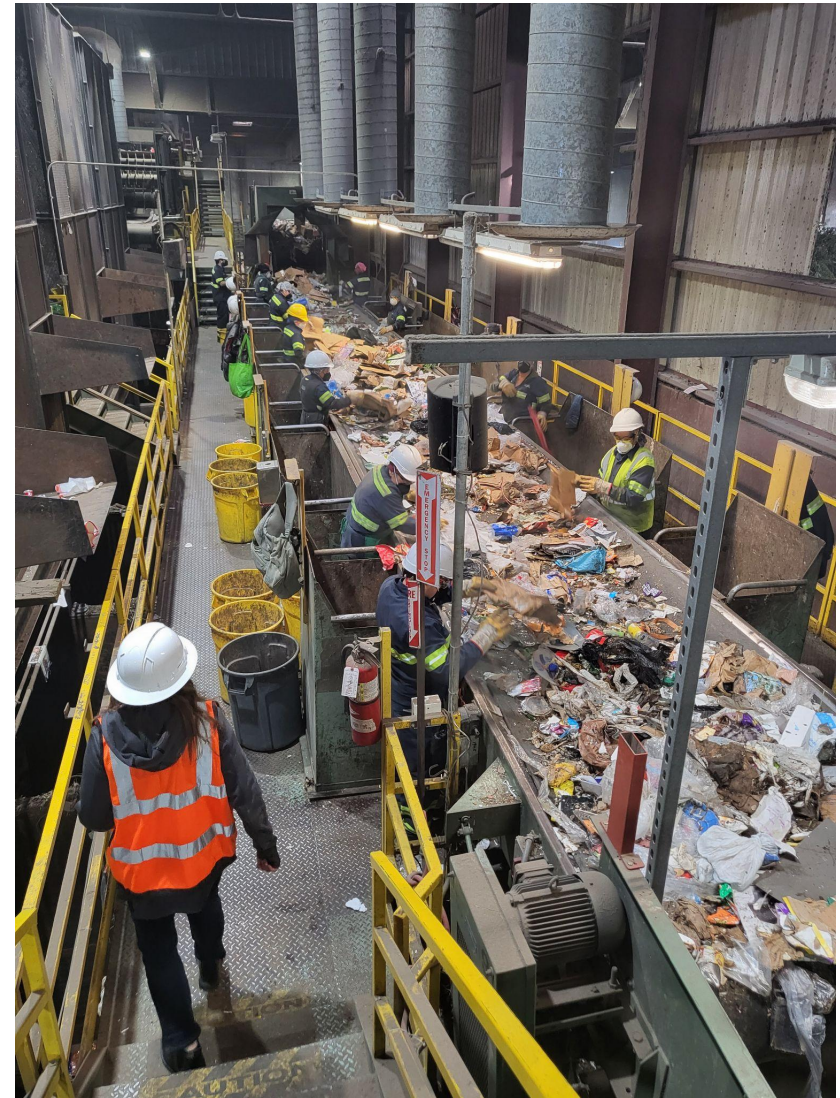
- The City is preparing a Climate Action and Adaptation Plan (CAAP)
- Development of an Expanded Polystyrene (EPS) (commonly known as “Styrofoam”) Ordinance supports climate and environmental goals
- EPS Ordinance intended to focus on single use plates, cups, plates, take out food containers/clamshell food containers; as well as non-encased EPS, ex: coolers
- Step 1 - EPS Ord. regulating single use plastics
- Step 2 - Banning of rigid plastic (plastic straws, drink lids, and plastic cutlery) and other single use plastics as a subsequent action

- EPS is slow to degrade, leaches chemicals into the environment; production and degradation contributes to litter and pollution
- EPS breaks down into smaller microscopic particles, called microplastics
- EPS fragile and easily breaks into many pieces
- Impacts to oceans, streams, and overall environment
- 10% of the 18 Trillion pounds of plastic produced worldwide is being recycled
- Many California jurisdictions have enacted ordinances to reduce the use of Single Use Disposable Plastics (SUD)

City of Oxnard Waste Services

4

- City of Oxnard is the City's designated waste hauler
- Most hard plastics are recycled by the city with the exception of Polystyrene products
- Trash and EPS products are disposed of at the Simi Valley landfill
- Commodity based products which can be recycled by the City bailed and sold



Regulation of EPS in Ventura County

5

Cities	EPS Ord. Only/Coolers	EPS Ord./Coolers and Rigid Plastics
Ventura	X	
Thousand Oaks	X	
Camarillo	X	
Ojai	X	X
Santa Paula, Simi Valley, Moorpark, and Port Hueneme	Do not have plans to adopt an ordinance either due to staff resources, and/or Council priority.	

- EPS Ordinance focuses on products where there is a local recycling facility/local compostability
- Inclusion of rigid plastics, where there is no local recycling facility to create useable product = would force more products to the landfill due to lack of local technology and equipment to process these products
- Development of a progressive EPS Ordinance to address rigid plastics, when a Ventura County facility capable of processing this material becomes available

EPS Ord. - What is Regulated?

EPS Ordinance would regulate the following types of products:

- All EPS products using polystyrene/container: service ware for takeout food or leftovers - clamshells, bowls, plates, trays, cartons, cups, beverage containers; and
- Non encased EPS coolers, containers, and ice chests sold within the City would be required to be encased by plastic (i.e., EPS-(styrofoam only coolers would be prohibited)

EPS Ord. – What is Exempted?

- Food, packages, and materials prepared outside of City limits
- Emergency Supplies
- Locally Declared Emergencies
- Construction Products if used in compliance with City/State provisions, codes and regulations
- Materials generated outside of the City (includes shipping boxes, pool or beach toys, packing peanuts, or other packaging materials)
- EPS containers, plates or trays for raw, butchered meats, fish and/or poultry
- Foodware, plastic utensils, or plastic beverage straws brought by individuals for personal consumption - including, but not limited to schools/parks, provided the use is not part of an event

EPS Ord. – Potential Impacted Businesses

- Food Establishments
 - Grocery Stores/supermarkets/outlets
 - Restaurants, quick-service food
 - Mobile food trucks/vehicles/food vendors
 - Street and sidewalk vendors and outdoor food sales
 - Restaurants, quick serve food, drive-throughs
 - Cafes, drive-thru restaurants/fast food establishments, etc.
- Vendors operating in the City
- City events and festivals in the City

Additional research to determine impact on industrial and wholesale restaurant industry

- Delay Ord. operative date 6 months. Allows for:
 - Outreach
 - Businesses to use up previously purchased non-compliant product(s)
 - Event contracts/agreements already in place to be honored
- Phased approach:
 - No enforcement until 6th month after adoption to serve as an informational period
 - Lenient enforcement months 6-12 after adoption
 - Violators during months 6-12 may show proof of compliant purchase in lieu of paying a fine

Implementation/Operative Date, cont. "

- After one year of EPS Ordinance adoption, violators will have to pay Oxnard Municipal Code violation fines, in lieu of payment of fines via compliant product
- EPS Ord. would include a hardship / practical difficulty provision to allow for phased implementation for non-profit organizations
- The City Manager or designee may approve a one-time, one year exemption of the EPS Ordinance requirements for non-profit organizations, only

1. Community Outreach: Spring/Summer 2022
2. Finalization of EPS Ordinance: Summer 2022
3. EPS Ordinance Adoption: anticipated Summer/Fall 2022

That the Community Services, Public Safety, Housing & Development Committee (“Committee”) receive an update on the City’s efforts to develop an Expanded Polystyrene Ordinance.



QUESTIONS?

Summary of EPS Ordinances in Ventura County

City ¹	Businesses ¹	Banned Materials ²	Exemptions	Enforcement
Camarillo*	- City Facilities - City Contractors - Vendors - Event Promoters - Food Providers - Food Distributors	- All containers used to hold prepared food or drinks. *NOT including straws, cup lids, utensils - Ice chests/cooler not encased by other durable materials - Pool and beach toys containing EPS - Packing Materials (e.g. packing peanuts)	- Food prepared/ packaged outside city limits. - Public health, safety, or medical requirement. (e.g. meats, medications, etc.) - Local declared emergency - Undue hardship practical difficulty approved by City Manager - Items encapsulated by more durable materials intended for reuse. - Construction products* (Ojai)	- Written warning first violation - Subsequent violations subject to fine. - Each individual sale is a separate violation
Ojai		All containers used to hold prepared food or drinks- Including Straws, lids, and utensils. - Ice chests/cooler not encased by other durable materials - Pool and beach toys containing EPS - Packing Materials (e.g. packing peanuts)		- First violation (no more than \$50.00) - Second Violation (no more than \$100.00) within one year. - Third violation (no more than \$250.00) within one year - Appropriate purchase receipt at least equal to the amount after citation
Thousand Oaks*		- All containers used to hold prepared food or drinks. *NOT including Straws and utensils upon request - Packing Materials (e.g. packing peanuts) - Ice chests/cooler not encased by other durable materials		- Each violation of the code is a separate offense. - Written warning first violation with a cease date. - Subsequent violations subject to fine.
Ventura*		- All containers used to hold prepared food or drinks. *NOT including straws, cup lids, utensils - Ice chests/cooler not encased by other durable materials		- Each violation of the code is a separate offense. - Written warning first violation with a cease date. - Subsequent violations subject to fine.
Ventura County (Parks & Events)	- Vendors - Franchisees - Lessees - Contractors - Commercial food and beverage purveyors - Event Organizers & Vendors	All Expandable Polystyrene food service products	None	- Violation of park regulations is subject to a \$30.00 fine for each violation. - Ejection from the park.

	Webstaurant (foam) *not including lids					Webstaurant (recyclable) *not including lids						Smart and Final (foam)						Recyclable/Compostable Material (Chaz)											
ITEM NAME	PRICE	Units/ case	QTY	TOTAL	Cost per Unit	PRICE	Units/ case	QTY	TOTAL	Cost Per Unit	Cost difference between Wed Foam & Web Recycle	PRICE	Units/ case	QTY	TOTAL	Cost Per Unit	Web Recycle	Cost Difference between Web recycle and S&F	PRICE	Units/case	match	TOTAL	Cost Per unit CHaz	Web Foam	Cost difference between Web foam & Chaz				
9x9 clamshell/lid container	\$ 39.49	200.00	1.00	\$ 39.49	\$ 0.20	\$ 48.99	200.00	1.00	\$ 48.99	\$ 0.24	\$ (0.05)	\$ 15.29	100.00	2.00	\$ 30.58	\$ 0.15	\$ 0.24	\$ (0.09)	\$ 62.40	200.00	1.00	\$ 62.40	\$ 0.31	\$ 0.24	\$ (0.07)				
8x8 clamshell/ lid container	\$ 37.99	200.00	1.00	\$ 37.99	\$ 0.19	\$ 43.99	200.00	1.00	\$ 43.99	\$ 0.22	\$ (0.03)	\$ 13.49	100.00	2.00	\$ 26.98	\$ 0.13	\$ 0.22	\$ (0.09)	\$ 53.50	200.00	1.00	\$ 53.50	\$ 0.27	\$ 0.22	\$ (0.05)				
6x6 clamshell/ lid container	\$ 45.49	500.00	1.00	\$ 45.49	\$ 0.09	\$ 60.13	500.00	1.00	\$ 60.13	\$ 0.12	\$ (0.03)						N/A		\$ 77.35	500.00	1.00	\$ 77.35	\$ 0.15	\$ 0.12	\$ (0.03)				
9x9 three compartment	\$ 37.99	200.00	1.00	\$ 37.99	\$ 0.19	\$ 46.97	200.00	1.00	\$ 46.97	\$ 0.23	\$ (0.04)	\$ 15.29	100.00	2.00	\$ 30.58	\$ 0.15	\$ 0.23	\$ (0.08)	\$ 62.40	200.00	1.00	\$ 62.40	\$ 0.31	\$ 0.23	\$ (0.08)				
8x8 three compartment	\$ 39.49	200.00	1.00	\$ 39.49	\$ 0.20	\$ 42.99	150.00	1.33	\$ 57.18	\$ 0.29	\$ (0.09)	\$ 13.49	100.00	2.00	\$ 26.98	\$ 0.13	\$ 0.29	\$ (0.15)	\$ 53.50	200.00	1.00	\$ 53.50	\$ 0.27	\$ 0.29	\$ 0.02				
8 oz container	\$ 83.80	1000.00	1.00	\$ 83.80	\$ 0.08	\$ 112.49	1000.00	1.00	\$ 112.49	\$ 0.11	\$ (0.03)	\$ 3.59	50.00	20.00	\$ 71.80	\$ 0.07	\$ 0.11	\$ (0.04)	\$ 33.61	500.00	1.00	\$ 33.61	\$ 0.07	\$ 0.11	\$ 0.05				
12 oz container	\$ 49.49	500.00	1.00	\$ 49.49	\$ 0.10	\$ 40.99	500.00	1.00	\$ 40.99	\$ 0.08	\$ 0.02						N/A		\$ 37.83	500.00	1.00	\$ 37.83	\$ 0.08	\$ 0.08	\$ 0.01				
16 oz container	\$ 60.99	500.00	1.00	\$ 60.99	\$ 0.12	\$ 44.26	500.00	1.00	\$ 44.26	\$ 0.09	\$ 0.03	\$ 2.99	25.00	20.00	\$ 59.80	\$ 0.12	\$ 0.09	\$ 0.03	\$ 38.81	500.00	1.00	\$ 38.81	\$ 0.08	\$ 0.09	\$ 0.01				
16 oz cup	\$ 84.49	1000.00	1.00	\$ 84.49	\$ 0.08	\$ 68.49	1000.00	1.00	\$ 68.49	\$ 0.07	\$ 0.02	\$ 5.99	50.00	10.00	\$ 59.90	\$ 0.12	\$ 0.07	\$ 0.05	\$ 84.05	1000.00	1.00	\$ 84.05	\$ 0.08	\$ 0.07	\$ (0.02)				
20 oz cup	\$ 55.99	500.00	1.00	\$ 55.99	\$ 0.11	\$ 54.49	600.00	0.83	\$ 45.39	\$ 0.09	\$ 0.02	\$ 2.69	25.00	20.00	\$ 53.80	\$ 0.11	\$ 0.09	\$ 0.02	\$ 90.81	1000.00	1.00	\$ 90.81	\$ 0.09	\$ 0.09	\$ 0.00				
24 oz cup	\$ 66.49	500.00	1.00	\$ 66.49	\$ 0.13	\$ 59.49	600.00	0.83	\$ 49.56	\$ 0.10	\$ 0.03	\$ 2.59	20.00	25.00	\$ 64.75	\$ 0.13	\$ 0.10	\$ 0.03	\$ 69.55	600.00	1.00	\$ 69.55	\$ 0.12	\$ 0.10	\$ (0.02)				
										Sum of cost difference:	\$ (0.15)							Sum of cost difference:	\$ (0.32)					Sum of cost difference:	\$ (0.18)				
										Average cost difference per item:	\$ (0.01)							Average cost difference per item:	\$ (0.04)					Average cost difference per item:	\$ (0.02)				
																						Average of cost difference per item across surveyed providers:						\$ (0.02)	
Prices Surveyed on September 14, 2022																													

Prices Surveyed on September 14, 2022

ATTACHMENT 5

Community Engagement and Outreach

Since February 2022, staff has engaged with interested parties, environmental organizations, and the business community as follows:

- June 2, 2022 - Met with Downtown Oxnard Improvement Association (DOIA) to discuss EPS Ordinance and downtown outreach efforts; requested their continued collaboration and distribution of EPS Ordinance information, including survey efforts to ensure downtown businesses were informed.
- Spring and Summer 2022 - Monthly meetings and updates to the West Ventura County Business Alliance (WVCBA) on the EPS ord. work.
- July 28, 2022 - Email notifications (English and Spanish) to targeted businesses regarding proposed public meeting dates to discuss the ordinance with instructions on how to RSVP; contact information provided to answer questions.
- August 3, 2022 - Mailed notice (English and Spanish) to targeted businesses that did not provide their email address regarding upcoming public meeting dates; access to sign up for notifications via City QR code provided to secure email address.
- August 8, 2022 - Provided flyers and sign up sheet to Environmental Resources table at the Downtown Farmer's Market for Community Meetings scheduled in September.
- Spring and Summer 2022 - Social Media engagement efforts; posts on the City's social media channels, outside in the Service Center lobby, and shared with various groups to share with their constituents (Ventura County Coastal Association of Realtors, Ventura County Economic Association, Economic Development Collaborative, The Collection, Surfrider, etc.)
- September 13, 2022 - Update at the monthly Rotary Club Meeting by Councilmember Teran regarding the EPS Ordinance, survey, and information about the upcoming EPS ord. meeting schedule.
- September 19, 2022 - Article in the City's Economic Development magazine promoting the EPS survey.
- September 19, September 21, and September 26 (Community Meetings) - Two (2) meetings were held in person at the Main Library and South Oxnard Senior Center. One (1) meeting was held virtually with links sent prior to the meeting with an RSVP. City staff presented information on what's proposed to be regulated, what is exempt, the proposed implementation timeline, and discussion prompts (see discussion prompt input below). Spanish interpretation was available at all three meetings. The virtual meeting was recorded, posted on the City's EPS update website on September 26th, and distributed to interested parties which provided their email address. Eleven businesses participated in the three community meetings.
- Fall 2022 - Collaboration and distribution of information, including survey link via Surfrider.
- September 9, 2022 to October 31, 2022 - EPS Ord. survey distributed to secure input and recommendations to ensure successful EPS implementation and business success. Survey responses were received from 19 businesses and interested parties (see

Attachment 5 for survey results). All except three (3) were supportive of the City's EPS Ordinance and implementation approach; details are also provided below.

- October 6, 2022 - Engagement via re: Food Truck event; survey distributed, Gary Blum available to promote and Councilmember Teran attended and answered questions regarding ord. and promoted survey.
- Mid-October 2022 - As a result of engagement with the fish processing industry site visit and meeting with Tradewinds Fish processor to understand implications to business operations. Carve out for fish and meat processing facilities due to lack of non-EPS compliant packing, distribution, and shipping alternatives (consistent with draft approach provided to Committee in Feb. 2022).

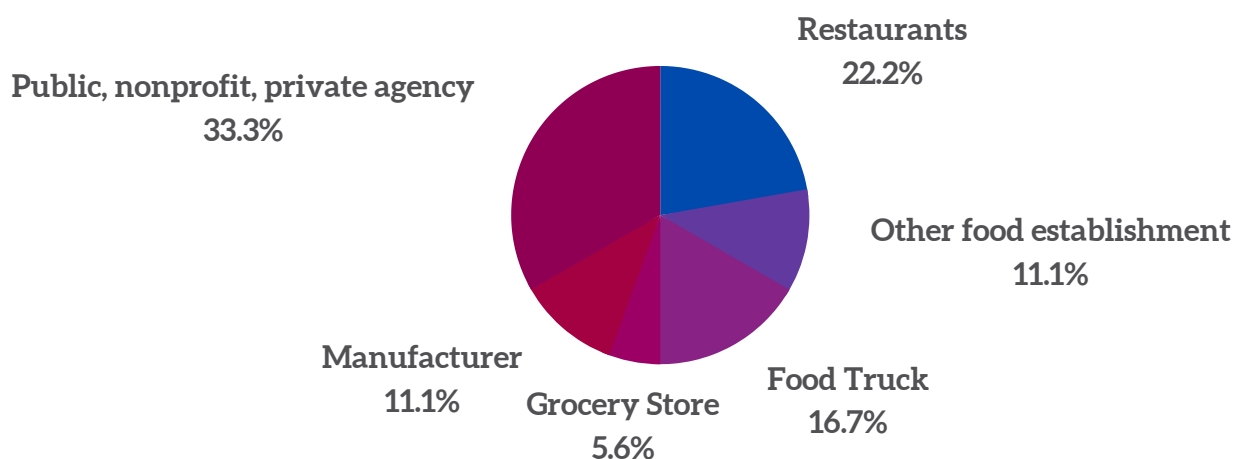
Responses Pertaining to Community Survey

- What barriers may prevent the City from successfully implementing the proposed ordinance?
 - Response:
 - Lack of knowledge about the EPS Ordinance, and processes to get the word out regarding the EPS Ord
 - Language barriers when enforcement begins; and
 - Lack of information on the cost differential and information on where compliant products can be procured.
- What resources would help your business comply with the ordinance?
 - Response:
 - Receiving information on where compliant products can be purchased;
 - Distribution of bilingual information/materials; and
 - Providing in-person outreach and assistance regarding the EPS Ordinance. (See Attachment 5).
- Where do you purchase your packaging and to-go materials?
 - Response:
 - Restaurant Depot in Van Nuys;
 - Sysco; and
 - Smart and Final, Costco, and other local retailers when necessary.

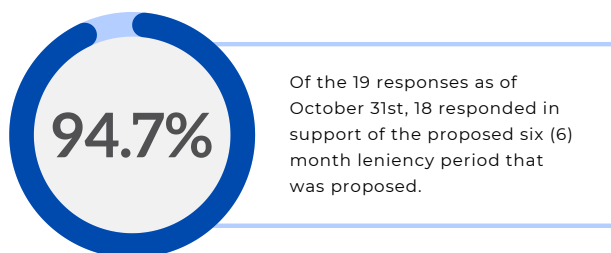
Of the 19 responses, 18 expressed support of the EPS Ordinance's six (6) month leniency period and were generally supportive of the proposed EPS Ord. The overall survey summary is provided here.

Summary of Polystyrene Survey Input

As of October 31, 2022, the City received 19 responses to our Polystyrene Survey. The feedback form was posted on the City's Social Media, promoted at community meetings, and flyers were handed out at the food truck event on October 6th. The 19 responses were comprised of the following business types:



Survey Question responses:



Fourteen (14) businesses cited this as a possible barrier to successful implementation



Seven (7) businesses expressed concerns in accessing compliant materials



Five (5) businesses cited access to information about compliant materials as important in successful implementation of the ordinance

Resources



73.7%

List of Businesses selling compliant materials

Fourteen (14) businesses expressed interest in receiving a list of businesses where they can purchase compliant materials



68.4%

Compliant material replacement program

Thirteen (13) businesses expressed interest in a material replacement program



42.1%

Dedicated drop off location and dates for unused materials

Eight (8) businesses expressed interest in dedicated drop off locations and dates for non-compliant unused materials

Additional Comments

"Communicating personally would help, rather than a mail or email."

"We manufacture and ship very delicate perishable seafood product nationwide and internationally. We understand the need for lowering the usage of EPS. But within our industry, we need EPS to maintain the safety of the product for human consumption. The alternative materials will need to maintain or exceed [the performance of] EPS. The alternative solution will also need to be customizable to fit our current operation and logistics."

"I think that a compliant material exchange program between business owners and the city is essential for this ordinance to work. And I also think that switching materials to something more sustainable to manufacture, source, and disintegrate would help for the future of our water sources and the way our city looks overall. Also, unrelated but we should have shade cover and a trash can at each bus stop to help with trash in the streets."

"It is really terrible in a city that has so many much more pressing issues that the city government expends resources trying to regulate EPS. PLEASE STOP THE INSANITY!"

"Oxnard should not ban Styrofoam usage. The cost of paper or plastic alternatives are at least triple the cost of Styrofoam. It can even be said that plastic alternatives are just as messy, since they break apart into smaller pieces just as Styrofoam. Especially how the economy is going and how business are struggling with increase costs and inflation, switching to much more expensive materials will just add to the burden. This can also affect consumers by making there products cost more. Right now is not the time to implement these changes. We should instead focus on people not littering, fining the people littering and adding more public trash bins around the city. "

"I do not agree with the ban of polystyrene containers."

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO.

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA ADDING ARTICLE XXV TO CHAPTER 7 OF THE OXNARD CITY CODE PROHIBITING THE USE, MANUFACTURING, DISTRIBUTION, AND SALE OF DESIGNATED EXPANDED POLYSTYRENE PRODUCTS

WHEREAS, in 2015, the Governor of California approved Senate Bill (SB) 246 creating the Integrated Climate Adaptation and Resiliency Program to develop a cohesive and coordinated response to climate change impacts across State, local, and regional levels; and

WHEREAS, in response to SB 246, the City began preparing a Climate Action and Adaptation Plan (CAAP); and

WHEREAS, the City intends to regulate Polystyrene Plastic as a strategy to achieve the environmental and climate goals of the CAAP; and

WHEREAS, Polystyrene Plastic includes Expanded Polystyrene (EPS), known by the trademark Styrofoam, which is commonly used for single-use plates, cups, take-out food containers, and packing materials; and

WHEREAS, EPS is a petroleum-based lightweight plastic material that is slow to degrade and, if disposed of improperly, can leach chemicals into the environment harming water sources; and

WHEREAS, due to its fragility, EPS is one of the most prevalent and hard-to-remove items found on our storm drains, creeks, rivers, beaches, parks, and open space; and

WHEREAS, EPS is frequently used by restaurants and food establishments, including mobile food trucks/vehicles/food vendors, street and sidewalk vendors, and outdoor food sales, as containers for take-out food orders or for leftover food after dining; and

WHEREAS, plastics persist in the environment for hundreds of years, breaking down into ever smaller pieces through photo, physical, and biological degradation, and enter the food chain when ingested by animals that mistake them for food; and

WHEREAS, the California Coastal Commission developed "A Plan of Action from The Plastic Debris Project" in 2006 with funding from the State Water Resources Control Board, that recommends local government impose limits, bans, and prohibitions on materials that commonly become litter and marine debris; and

WHEREAS, manufacturing EPS creates enormous amounts of hazardous waste; and

WHEREAS, no EPS foodware products are recycled locally; and

WHEREAS, to successfully recycle EPS material, it must be clear of oils, food residue, tape, cardboard material, and all possible contaminants, which makes it difficult and costly to process; and

WHEREAS, more than one hundred municipalities in California have adopted ordinances prohibiting or restricting the distribution of polystyrene products and requiring their replacement with cost-effective reusable, recyclable, and/or biodegradable alternatives.

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

Part 1. Recitals. The City Council finds that all the recitals, facts, findings, and conclusions set forth above in the preamble of this Ordinance are true and correct.

Part 2. Article XXV is hereby added to Chapter 7 of the Oxnard City Code to read as follows:

“SEC.7-348. GENERAL PROVISIONS

(A) This Article shall be known as “City of Oxnard Prohibition of Designated Expanded Polystyrene Products Ordinance”.

(B) Purpose and Intent. The purpose of this Article is to establish standards and procedures for the distribution, manufacture, and use of expanded polystyrene (EPS) packaging and foodware to achieve environmental and climate change goals under the City’s Climate Action and Adaptation Plan by prohibiting the manufacture, distribution and use of EPS products and foodware within the City of Oxnard.

SEC. 7-349. DEFINITIONS

For the purposes of this Article, the following definitions shall apply:

(A) "Compostable" means all the materials in the product or package will break down, or otherwise become part of usable compost (e.g. soil-conditioning material, mulch). To be considered "Compostable", disposable foodware must meet American Society for Testing and Materials (ASTM) Standards for compostable materials and must be certified by the Biodegradable Products Institute (BPI) as such.

(B) "Disposable foodware" or "Disposables" means single-use, disposable products used for serving, transporting, or consuming prepared food, including but not limited to plates, bowls, trays, wrappers or wrapping, platters, cartons, hinged food containers, condiment containers, cups or drink ware, or any other container in or on which prepared foods are placed or packaged for consumption.

(C) "Distribute" means to provide or offer to provide an item, either as a separate transaction or as part of a transaction for another item, regardless of whether compensation is received.

(D) "Encapsulated EPS products" means expanded polystyrene products that have been completely encased by a more durable material that protects the EPS material from disintegration and makes the product suitable for reuse multiple times.

(E) "Expanded polystyrene" or "EPS" means polystyrene that has been expanded or blown using a gaseous blowing agent into a solid foam. EPS is colloquially called "Styrofoam," a Dow Chemical Co. trademark form of polystyrene foam insulation.

(F) "Expanded polystyrene product" or "EPS product" means any item such as a non-encased cooler or ice chest, cup, bowl, plate, hinged food container (clamshell), shipping box, packing material, or any other item made from expanded polystyrene.

(G) "Food provider" means any person or public agency, including the City, that distributes prepared food within the City to the public to be consumed on the premises or for take-away consumption. Food provider includes but is not limited to (1) a grocery store, supermarket, delicatessen, restaurant, drive-thru, quick-service food, cafe, cafeteria, coffee shop, snack shop, public food market, farmers' market, convenience store, employee cafeterias operated at businesses located within the City or similar fixed place where prepared food is available for sale on the premises or for take-away consumption; and (2) any mobile store, food vendor, caterer, food truck, street and sidewalk vendors and outdoor food sales, vending machine or similar mobile outlet. Food Provider also includes any business, organization, or group that regularly provides Prepared Food to its members or the public as part of its activities or services.

(H) "EPS foodware" or "EPS disposable foodware" means disposable foodware made in whole or in part from EPS.

(I) "Polystyrene" means a thermoplastic petrochemical material utilizing the styrene monomer, including but not limited to polystyrene foam or EPS, processed by any number of techniques, including but not limited to fusion of polymer spheres (expandable bead polystyrene), injection molding,

foam molding, or extrusion- blow molding (extruded foam polystyrene), and clear or solid polystyrene (oriented polystyrene).

(J) "Prepared food" means any food or beverage that is ready to consume without any further preparation, alteration, or repackaging.

(K) "Recyclable" means materials that can be collected for return to the economic mainstream in the form of processed materials, rather than becoming solid waste. Such materials may include paper, cardboard, glass, metal, plastics, vegetable or plant matter, compostables, construction and demolition materials, and other materials specified by the City Manager, for inclusion in the city's recycling program.

SEC. 7-350. PROHIBITION ON EXPANDED POLYSTYRENE DISPOSABLE FOODWARE

(A) No food provider shall use or distribute any EPS disposable foodware within the City of Oxnard.

(B) Food providers shall:

(1) Only use and distribute disposable foodware made of a non-EPS material; and

(2) Maintain documentation about the composition of any disposable foodware. Documentation may include information from the supplier or manufacturer or provided in the product packaging or any other relevant information that demonstrates that the disposable foodware is not made, in whole or in part, from EPS. Documentation shall be provided to the City if requested.

SEC. 7-351. MANUFACTURE AND DISTRIBUTION OF EXPANDED POLYSTYRENE PRODUCTS

No person shall manufacture or distribute in the City of Oxnard:

(A) EPS disposable foodware; or

(B) Non-encapsulated EPS products, including ice chests or coolers, packaging and cushioning material intended for the packaging of products, equipment, or other items, including but not limited to, packing or packaging peanuts, popcorn, or noodles.

SEC. 7-352. EXEMPTIONS

The following EPS foodware and products are exempt from the provisions

of this Article:

(A) Prepared food packaged outside the City, provided such food is not altered or repackaged within the City limits.

(B) EPS insulated containers designed to safely transport by mail or common carrier prepared food, frozen goods, perishables, pharmaceuticals, biotech, and medical supplies in compliance with the Food and Drug Administration or other regulatory agency recommended temperatures.

(C) EPS containers, plates, or trays for raw eggs, butchered meats, fish, and/or poultry.

(D) Materials secured in response and due to an emergency or for a public health and safety requirement.

(E) The City may exempt a food provider or person when there is a locally declared emergency, a public health and safety requirement or a medical necessity to use an otherwise prohibited EPS product.

(F) Construction products made from, or that include, EPS if the products are used in compliance with other City, State, and Federal provisions, codes, ordinances, or regulations.

(G) EPS packaging products which have been received from sources outside the City may be reused to keep them out of the waste stream.

(H) EPS materials used to ship goods produced within the City where viable alternatives are not available.

(I) Other EPS products generated or manufactured outside of the City, including: shipping boxes, pool or beach toys, and other wholly encapsulated EPS products.

(J) Situations where no reasonably feasible and available alternative exists to a specific and necessary EPS use.

SEC. 7-353 AUTHORIZATION

(A) The City Manager shall have primary responsibility for enforcement of this Article and shall have authority to issue citations for violation of any provision of this Article. The City Manager may establish regulations or administrative procedures and take any actions reasonable and necessary to further the purpose of this Article or to obtain compliance with this Article, including, without limitation, performing an inspection to verify

compliance with this Article.

(B) The City may inspect and monitor affected food providers or persons locations to determine compliance with this Article.

SEC. 7-354 ENFORCEMENT

(A) The City Manager, charged with enforcing the provisions of the Oxnard City Code, or any provision thereof, may enter a food provider's or person's location within the City of Oxnard during operating hours and without notice, to request access to records for verification of procurement of EPS compliant foodware or EPS compliant products. If requested by the City, food provider or person shall provide records documenting procurement of compliant materials as stipulated by this Article.

(B) It is unlawful for any food provider or person to impede, obstruct, interfere with, or otherwise not allow, the City to conduct an inspection of the location, or inspect, review, or copy records required to be maintained by a food provider or person under this Article. It is also unlawful for a food provider or person to conceal, destroy, deface, or falsify any records or other documents required to be maintained under this Article.

(C) It shall be unlawful for any food provider or person to fail to comply with this Article.

(D) Any violation of this Article or other ordinance discovered during an inspection shall constitute a separate offense.

(E) Each and every violation of the provisions of this Article is hereby deemed unlawful and a public nuisance.

(F) Upon first violation of any provision of this Article, the City shall issue a written Notice of Violation to the offending food provider or person. The Notice of Violation shall specify the violation(s), and a date by which the violation(s) must be ceased or abated. If, after the specified correction period, the violation is not ceased or abated, the City may issue a civil citation, assessing fines in accordance with Oxnard City Code Section 1-10, which stipulates:

(1) A fine not exceeding \$100 for a first violation of a code section or ordinance;

(2) A fine not exceeding \$200 for a second violation of the same code section or ordinance within one year; and

(3) A fine not exceeding \$500 for the third and every

additional violation of the same code section or ordinance within one year.

(G) Any citation issued for a violation of this Article shall give notice of the right to request an administrative hearing to challenge the validity of the citation and the time for requesting that hearing as provided for in Chapter 7, Article III of the Oxnard City Code.

SEC.7-355 OPERATIVE DATE EDUCATION AND PHASE IN PERIODS

(A) The first six (6) months after this ordinance takes effect will be an education period with no enforcement. A six (6) month phase in period will follow the education period. This ordinance will be fully enforced twelve (12) months after the ordinance takes effect.

(B) During the phase in period, in lieu of payment of any fine violators cited may submit proof of purchase of any non-EPS containing foodware or product in any amount totaling or exceeding the amount of the fine in order to comply with the ordinance. Proof of purchase of EPS compliant materials must be submitted within fourteen (14) days of the civil citation. Failure to provide proof of purchase will result in citation being processed and all fees and fines owed.

SEC. 7-356 OTHER REMEDIES

(A) The remedies and penalties provided in this Article are cumulative and not exclusive, and nothing in this Article shall preclude the City from pursuing any other administrative, civil, or criminal enforcement remedies available under the law and/or the city code. ”

Part 3. The City Council determines and finds that this ordinance is exempt from the California Environmental Quality Act (CEQA) under section 15061(b)(3) of the CEQA Guidelines because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Part 4. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

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

Part 6. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. _____ was first read on _____, 2023, and finally adopted on _____, 2023, to become effective 30 days thereafter.

Part 7. This ordinance shall become effective on _____, 2023.

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Ordinance to Regulate Expanded Polystyrene

Kathleen Mallory, Planning & Sustainability Manager
Community Development Department

City Council Meeting
January 3, 2023



Background

2

- Polystyrene Plastic includes EPS, also known by the trademark name Styrofoam™, and “rigid polystyrene plastic.”
- EPS most commonly used for food and product packaging; are not processable at local waste collection facilities;
- Slow to degrade, EPS leaches chemicals into the environment and production and degradation contributes to litter and pollution;
- July 28, 2022 - City Council approved an ord. restricting the distribution of single-use foodware accessories and standards condiments; does not restrict or prohibit use; and
- November 22, 2022 - Community Services, Public Safety, Housing & Development Committee recommended approval of the Ord.

A progressive EPS ord. approach:

- Step 1: Regulate EPS and non-encased EPS through EPS Ordinance; and
- Step 2: Regulate Rigid Plastic, and other single use plastic when Ventura County processing facilities become operational and compostable recycling markets to handle these products are developed. A local facility anticipated to be available in the next few years.
- City approach is consistent with Ventura County cities: Thousand Oaks, Ojai, Ventura, Camarillo, and County of Ventura; and
- Port Hueneme in process of developing ord. Moorpark, Santa Paula, Simi Valley no plan to regulate EPS.

What is Regulated?

EPS Ordinance regulate the following types of products:

- Single-use, disposable products used for serving, transporting, or consuming prepared food, including but not limited to plates, bowls, trays, wrappers or wrapping, platters, cartons, hinged food containers (clamshells), condiment containers, cups or drinkware, or any other container in or on which prepared foods are placed or packaged for consumption made in whole or in part from EPS and not repackaged or altered; and
- Non-encapsulated EPS products, including packaging and cushioning material intended for the packaging of products, equipment, or other items, including but not limited to packing or packaging peanuts, popcorn, or noodles.

- Food Providers
 - Grocery Stores/supermarkets/outlets
 - Restaurants, quick-service food
 - Mobile food trucks/vehicles/food vendors
 - Street and sidewalk vendors and outdoor food sales
 - Restaurants, quick serve food, drive-throughs
 - Cafes, drive-thru restaurants/fast food establishments, etc.
- Businesses, and distributors operating in the City;
- Estimated 1,300 food providers, persons, and businesses subject to EPS Ordinance; and
- Warehousing and manufacturing businesses that use EPS in their packing, distribution, and shipping process.

Exemptions to the EPS Ordinance

Sampling of Exemptions (full list Section 7-342):

- Food packaged outside the City and not altered or repackaged.
- EPS insulated coolers; designed to safely transport by mail or common carrier prepared food, frozen goods, perishables, pharmaceuticals, biotech, and medical supplies in compliance with the Food and Drug Administration or other regulatory agency recommended temperatures.
- EPS containers, plates, or trays for raw, butchered meats, fish, and/or poultry not manufactured or altered within the City.

Sampling of Exemptions (full list Section 7-342):

- Materials secured in response and due to an emergency or for a public health and safety requirement;
- EPS packaging products which have been received from sources outside the City may be reused to keep them out of the waste stream;
- EPS materials used to ship goods produced within the City where viable alternatives are not available; and
- Other EPS products generated or manufactured outside of the City, including: shipping boxes, pool or beach toys, and other wholly encapsulated EPS products.

Cost Differential

- Committee, and community interest in cost differential to procure compliant materials;
- Research indicated that on average compliant materials cost \$0.02 more per unit/disposable foodware;
- Supply chain issues are not an issue; product production is robust; and sources are readily available; and
- Engagement efforts helped identify local vendors producing non-EPS options.

- Ordinance provides a 6 month period of no punitive enforcement to allow for:
 - Education and outreach to businesses about Ordinance and information on compliant materials; and
 - Businesses to use up previously purchased non-compliant product(s).
- Following the 6 month period, there will be a phase in period in which:
 - Businesses that are not in compliance will be issued a warning and 14 days to show proof of complaint purchase before a formal citation is issued.
- After one year of EPS Ordinance adoption, violators will have to pay Oxnard City Code violation fines.

Committee/Community Engagement/Outreach¹⁰

- Nov. 22 & Feb. 22, 2022 - Community Services, Public Safety, Housing & Development Committee provided input on the Draft EPS Ord. and recommended approval;
- Carve out for fish and meat processing facilities due to lack of non-EPS compliant packing, distribution, and shipping alternatives;
- EPS Ordinance aligns with the City adopted Climate Action and Adaptation Plan (CAAP);
- City staff developed an interested parties list targeting businesses which may utilize EPS. Robust and extensive community engagement to approx. 1,300; and
- Focused on food establishments, wholesale/warehousing businesses, and mobile food vendors.

EPS Survey and Engagement Results "

- General support for EPS Ordinance;
- Concern over cost and securing compliant products;
- Knowledge regarding what is contained in EPS Ordinance;
- Need for information on where compliant products can be procured, dropped off, and bi-lingual information materials would be good; and
- Appreciation for English/Spanish survey/engagement.

Committee Outcome

12

The Community Services, Public Safety, Housing & Development Committee approved 3-0 on November 22, 2022 to approve the staff recommendation and to forward the item for City Council approval.

That the City Council introduce the first reading by title only and waive further reading of an ordinance adding Article XXV to Chapter 7 of the Oxnard City Code prohibiting the use, manufacturing, distribution, and sale of designated polystyrene products, and find that the ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to section 15061(b)(3) of the CEQA Guidelines.



QUESTIONS?



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. L.2

DATE: January 3, 2023
TO: City Council
FROM: Ashley Golden, Assistant City Manager, (805) 385-7478, ashley.golden@oxnard.org
SUBJECT: On-Call Consulting Services for Community Development. (10 minutes)

RECOMMENDATION

That the City Council:

1. Approve and authorize the execution of a First Amendment to the Agreement with Rincon Consultants, Inc. for on-call contract planning services, increasing the agreement amount by \$500,000 for a total agreement amount of \$1,250,000;
2. Award agreement to Interwest Consulting Group, Inc. for on-call planning as well as on-call development plan check services in the amount of \$1,100,000; and
3. Approve a budget appropriation in the amount of \$350,000 for development plan check services.

(Community Services, Public Safety, Housing & Development Committee approved 3-0.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/O1ZiduE0J68>

BACKGROUND

Community Development has been increasingly utilizing professional on-call planning and development plan check service in an effort to mitigate the ongoing staff shortages, extended processing timelines, and a backlog of projects. For the Planning Division, this is further exacerbated by an increase in the number of various types of permits due to changes in State laws. While the long-term business model for Community Development is to continue to fill vacant positions and perform permit processing work in-house, there has been a persistent backlog due to staff shortages that will require the continued use of consulting on-call planning and development plan check service for the next few fiscal years. As of December 1st, there are eight vacant planning positions, and three vacancies within the Building Division. We anticipate that the need for consulting on-call services will taper off as vacant positions are filled and new employees are trained and as the backlog of projects is cleared.

As of November 14, 2022 there were approximately 250 active planning permits. As of November 28, 2022, there were approximately 300 active building permit applications. The staff vacancies coupled with the high number of projects has led to extended processing timelines.

Currently, Community Development uses the following for on-call planning or development plan check services:

Consultant	Services	Term	Contract NTE
Rincon	On call Planning, environmental reviews, long-range planning	July 2021-June 2024	\$750,000*

CSG	On call Planning, Development plan check	July 2021-June 2024 March 2022-March 2025	\$250,000 \$500,000
M6	Development plan check	February 2022-February 2025	\$2,000,000
Bureau Veritas	Development plan check	November 2020-December 2022	\$525,000**

*subject report recommends increase to \$1,250,000

**amendment to extend the term is in process to allow for close-out of projects already underway

DISCUSSION

Building and Engineering increased utilization of on-call consulting plan check services in an effort to mitigate the ongoing plan check review timelines and backlog that began with the pandemic. With increased vacancies and development projects this backlog has grown over the last year, and staff anticipates the continued use of consulting plan check services for the next few fiscal years.

In the Planning Division, contract planning staff, through on-call agreements (“contract planners”), are primarily used for: a) augmentation of Planning staff for the processing of development projects, and longer range or policy related work tasks; and b) assistance with interdepartmental projects and/or departmental project management. The use of contract planners through on-call agreements allows Planning the ability to respond quickly to these various types of work when full-time staff is not available.

Over the past few years, contract planners have been utilized to work primarily on “deposit based” permits, which may include environmental work. Deposit-based permits, means the cost of the contract planners is 100% covered by the applicant. Going forward, there is a need to assign a “fixed-fee” permit type to the consultants to get through the backlog of permits. This may mean the use of the consultants will not be 100% recoverable. The same would be true if the projects are assigned to staff. Some examples of projects assigned or completed by contract planners include:

- Sakioka Farms Implementation and Monitoring
- U-Haul of North Oxnard (2420 North Oxnard Boulevard - former Levitz site)
- Wagon Wheel (Oxnard Boulevard & Wagon Wheel Road)
- Avalon Homes (Wooley Road & Edison Canal)
- Oxnard Aquatics Center
- Campus Park Activation Project
- Wireless permits

Additionally, Planning staff recently completed or is currently involved in managing a number of complex long-range projects such as the implementation of the City’s 6th cycle Amended Housing Element and inclusionary housing ordinance, planning efforts associated with the housing and sustainability-related grant projects (Senate Bill 2 Housing/Planning Grant and Local Early Action Planning (LEAP) Grant), documents and research related to the new State mandates pertaining to Vehicle Miles Traveled (VMT), and updates to the City’s environmental thresholds and guidelines. In the next few years, as a result of the federal and State approaches and mandates to address climate change, sustainability, housing mandates, and other legislative changes, staff anticipates utilizing contract planners to assist in writing, applying for, and managing grant projects.

Rincon

As a result of a competitive Request for Qualifications (RFQ) process, in July 2021 the City entered into a contract with Rincon Consultants, Inc. (“Rincon”) for contract planners, including long range planning efforts.

Planning’s use of contract planners has outpaced the current Agreement with Rincon Consultants, Inc. to the extent that

the current agreement has nearly been fully encumbered as of November 2022; thus, an increase in the total agreement amount is being sought. The First Amendment includes an update to Rincon's rate schedule and will increase the agreement by \$500,000.

Interwest

The Public Works Department has an existing on-call contract with Interwest Consulting Group, Inc. for up to \$1,000,000 for project management, traffic engineering, engineering plan review and construction management, inspection and testing consulting and services. Interwest also provides high quality on-call planning, as well as development plan check services. Due to the urgency highlighted above, and because Community Development is trying to get through the backlog of permits, while low on both planners and engineers, staff recommends entering into another contract with Interwest for \$1,100,000 in on-call planning as well as on-call development plan check services for a term of three years.

Interwest has considerable experience in providing the types of on-call planning and plan check services necessary to assist city staff in addressing the planning and engineering division backlogs. Adding the additional on-call plan check consulting services offered by Interwest will allow both the planning and engineering divisions to aggressively address the project backlogs by using multiple consultants in addition to in-house staff. Staff has worked with the Interwest team to prepare the proposed contract, provided in Attachment 3. As noted above the contract, if approved, will have a not to exceed of \$1,100,000. Work performed by Interwest will be charged on a per task or per project basis, consistent with other existing on-call support services.

ERP Impact

In addition to the plan check backlog effort, Community Development will begin the implementation of the new ERP software (EnerGov) that will replace our current computer software starting in January of 2023. This effort will require additional professional consulting services from on-call consultants to offset the significant staff time the ERP implementation will require. We anticipate using all approved and available on-call contract services in this effort.

STRATEGIC PRIORITIES

This agenda item supports Economic Development strategy. The purpose of the Economic Development strategy is to focus on the retention and expansion of Oxnard businesses by increasing the skills and employability of our local workforce, invite new business investments, and target site-based redevelopment opportunities.

FINANCIAL IMPACT

With the proposed increase, the cost of the agreement with Rincon for on-call services will total \$1,250,000. Staff estimates there should be sufficient salary savings in the Planning Division this fiscal year - due to vacancies - to pay for anticipated planning services performed by Rincon. The amendment may also be funded by developer deposits received to date and additional future deposits, grant funding, General Plan Maintenance Fee funds (GPMF), and funding from other City departments for specific projects. These same funding sources, along with the general fund, will be utilized for the Interwest contract for planning services.

Planning collects permit revenue which helps to offset the contract expenses and their impact to the General Fund. In FY 2020-2021 and FY 2021-2022, Planning collected a total of \$2,038,912 and \$1,329,239 in total General Fund revenue, respectively.

A budget appropriation of \$350,000 for the Building & Engineering Division is needed for the contract for on-call development plan check services.

In light of the many above referenced different funding sources for this contract, the Community Development Department will continue to work with the Finance Department to ensure the availability of funds prior to assignment of each major task under the contracts.

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing & Development Committee Committee approved 3-0 on December 13, 2022 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Jeff Pengilley, Assistant Community Development Director, Joe Pearson II, AICP, Planning & Environmental Services Manager

ATTACHMENTS

1. First Amendment Rincon Consultants, Inc
2. Original Agreement A-9202-21 _Rincon Consultants, Inc.
3. Interwest Agreement A-8511
4. Presentation

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 _____ day of _____, 2023, by and between the City of Oxnard, a municipal corporation ("City"), and Rincon Consultants, Inc. ("Consultant"). This First Amendment amends the Agreement entered into on July 1, 2021, by City and Consultant.

City and Consultant agree as follows:

1. The amount in Section 6 of the Cover Page of the Agreement is hereby amended to \$1,250,000.
2. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

CONSULTANT

John C. Zaragoza, Mayor

Date

Jennifer Haddow, Principal/
Vice President²

Date

John F. Dreher, Jr., President/
CEO

Date

ATTEST:

Rose Chaparro, City Clerk

Date

APPROVED AS TO FORM:

Stephen M. Fischer
City Attorney

Date

¹ 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.

² The City requires the following for any contract:

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

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

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: July 1, 2021
- (2) Consultant: Rincon Consultants, Inc.
- (3) Services: On-call permit processing services
- (4) Schedule of Services:
- (5) Agreement Ending Date: June 30, 2024 – with 2 -one year renewal options extending to June 30, 2026
- (6) Total Agreement Amount: \$750,000
- (7) City's Project Manager: Kathleen Mallory, Planning & Sustainability Manager
- (8) Consultant's Project Manager: Lilly Rudolph, Senior Program Manager
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:
- | | |
|--|--|
| <i>FOR CONSULTANT:</i> | <i>FOR CITY:</i> |
| 180 N. Ashwood Avenue | 214 South C Street |
| Ventura, CA 93003 | Oxnard, CA 93030 |
| Attn: Lilly Rudolph, Sr. Program Manager | Attn: Kathleen Mallory, Planning & Sust. Manager |
- (11) Contact Emails:
- | | |
|---|---|
| <i>CONSULTANT'S PROJECT
MANAGER:</i> | <i>CITY'S PROJECT MANAGER:</i> |
| <u>lrudolph@rinconsultants.com</u> | <u>Kathleen.mallory@oxnard.org</u> |

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
- ☐ 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, 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. Invoices may be emailed to: invoices@oxnard.org.

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-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.

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 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.

10. 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 Vendor 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.

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. 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.

12. 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. 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. Consultant shall include a copy of this Section 12 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.

13. 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.

14. 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 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

15. 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.

16. 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 16.

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 16 shall survive the termination of this Agreement.

17. 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 Consultant or is developed by Consultant 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 Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. 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. 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 Consultant in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 17 shall survive the termination of this Agreement.

18. 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 18.

19. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section 19.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

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

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

35. 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.

36. 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.

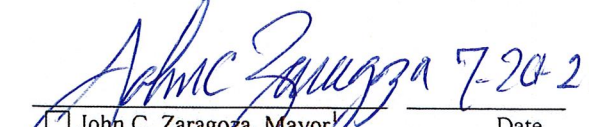
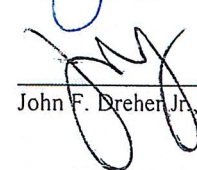
37. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[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

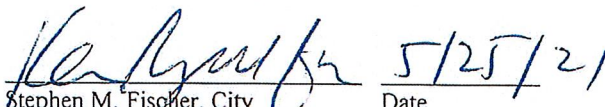
CONSULTANT

		
☒ John C. Zaragoza, Mayor	Jennifer Haddow, Principal/ Vice President ²	John F. Dreher Jr., President/CEO
☐ Alexander Nguyen, City Manager		
☐ Dan Willhite, Purchasing Agent		
☐ _____, Buyer		
Date 7-20-21	Date 6/1/21	Date 6/1/21

ATTEST:


 Rose Chaparro, City Clerk Date 7/20/21

APPROVED AS TO FORM:


 Stephen M. Fischer, City Attorney (always required) Date 5/25/21

¹ The City Council must authorize and the Mayor must sign any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

² The City requires the following for any contract:

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

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

SCOPE OF SERVICES EXHIBIT

Consultant will perform professional planning and technical administrative consulting services for the City, with primary responsibility to the Planning Division. Consultant anticipates that the following functions will be provided as an extension of City staff. Services may include:

- Processing discretionary and ministerial development projects;
- Providing public counter services, including but not limited to, answering general questions processing Zoning Clearances, Accessory Dwelling Unit Zone Clearances, Temporary Use Permits, Home Occupation Permits, and/or Short Term Rentals permits;
- Answering questions from members of the community, stakeholder groups, developers, or other interested parties during regular business hours as an extension-of-staff (either at the City Hall Planning Counter or via teleconference/e-mail - whichever is preferred by the City);
- Coordinating permit review with appropriate departments, commissions, consultants, and/or outside agencies. Analyzing development projects for compliance with the City's General Plan, Zoning Ordinance, Subdivision Map Act, Design Standards, applicable specific plans and other plans, policies and regulations. Reviewing project applications for Completeness and providing constructive input to applicants in a timely manner consistent with the Permit Streamlining Act as requested by City Planning Staff;
- Functioning as the project manager or staff planner on development projects;
- Researching, compiling and analyzing social, economic, environmental and associated data related to any project;
- Analyzing and updating City ordinances, regulations and code provisions;
- Preparing Environmental analysis and documents pursuant to the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA), including but not limited to: Initial Studies, Exemptions, Addenda, Mitigated Negative Declarations, and Environmental Assessments; and managing other consultants selected to prepare Environmental Impact Reports (EIR's) and/or Environmental Impact Statements (EIS's);
- Preparing letters, memos and/or staff reports and associated documents including approval/denial findings, resolutions, and conditions of approval for, but not limited to, the Development Advisory Committee, Community Workshops, Downtown Design Review Committee, Community Development Director Hearings, Planning Commission, City Council, LAFCo, California Coastal Commission, and/or other stakeholder organizations;
- Making presentations before, but not limited to, the Development Advisory Committee, Community Workshops, Neighborhood Councils, Downtown Design Review Committee, Community Development Director Hearings, Planning Commission, City Committees, City Council, LAFCo, California Coastal Commission, and/or other stakeholder organizations;
- Meeting with developers and other project proponents, such as property owners and other interested groups, for any project;
- Preparing grant applications and managing grants-funded projects, including grant reporting, in compliance with the terms of awarded grants;
- Assisting in management of cannabis program elements;
- Performing and coordinating review of planning studies and analysis;
- Preparing written records and reports of investigation and violations of zoning codes; providing on-site field verification documenting compliance and coordinating enforcement of zoning ordinances; ordering the issuance of citations where appropriate;

- Reviewing plans, including but not limited to, planning architectural plans, landscape plans, photometric plans, civil plans and construction drawings as part of Planning entitlements and the building permit process ("plan checking");
- Administering condition compliance, building and safety plan check, and mitigation monitoring and reporting programs;
- Providing quality control;
- Maintaining good record keeping;
- Performing additional services as assigned and directed by the Planning & Environmental Services Manager, Planning & Sustainability Manager, and/or Community Development Director related to other City activities or departments.

The Consultant team is prepared to maintain a physical presence at City Hall in accordance with local and state public health guidelines on an as-needed basis for the duration of this contract. This will create a consistent stream of communication between project applicants, City staff, and City decision makers. All contract planners will be equipped with laptops furnished by Consultant with sufficient software to conduct work as assigned.

Together with City staff, the Consultant team will establish clear expectations regarding duration, cost, and deliverables prior to commencing all assignments. From kick-off to completion, Consultant will continuously communicate with City staff to confirm City direction, review project statuses, and immediately address unanticipated issues. This will provide Consultant consistent control of program costs, schedule, staffing, technical performance, and deliverables.

RATES AND COSTS EXHIBIT

Cost Proposal

Name	Role	Hourly Rate	Notes
Jennifer Haddow	Principal-In-Charge	\$200	For consulting services as directed by staff. No fees incurred for administration, staff scheduling, or preparation of task orders
Lilly Rudolph	Project Manager	\$180	For consulting services as directed by staff. No fees incurred for administration, staff scheduling, or preparation of task orders
Sarah Lejeune	Contract Planner	\$160	
Hollee Winegar	Lead Planner	\$140	
Christopher Williamson	Contract Planner	\$140	
Sara Tistaert	Contract Planner/ CEQA analyst	\$140	
Steve Conner	Contract Planner	\$130	
Vernon Umetsu	Contract Planner	\$130	
Lisa Krause	Contract Planner	\$130	
Heather Davis	Contract Planner	\$110	
Veronica Ortiz-De Anda	Contract Planner	\$100	
Nate Doberneck	Contract Planner	\$100	

Reimbursable Expenses

Direct Cost	Rates
Photocopies – Black and White	\$0.20 (single-sided) & \$0.40 (double-sided)
Photocopies – Color	\$1.50 (single-sided) & \$3.00 (double-sided)
Photocopies – 11 x 17	\$0.50 (B&W) & \$3.30 (color)
Oversized Maps	\$8.00/square foot
Digital Production	\$15/disc and \$20/flash drive
Mileage	Standard IRS Mileage Rates + 10%

Other direct costs associated with the execution of a project that are not included in the hourly rates above, are billed at cost plus 10%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment and vehicles other than covered by the above charges.

Annual Escalation. Standard rates subject to annual escalation based upon the Los Angeles/Long Beach/Anaheim metro area Consumer Price Index published by the Bureau of Labor Statistics.

Payment Terms. The City will make payment on a monthly basis, within 45 days after receipt of the invoice.

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No.
P.O. Box 100085 - OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that the Consultant/insurer use the endorsement forms which are attached. Substitute forms 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)

PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
CODE	SUB-CODE	COMPANIES AFFORDING INSURANCE COVERAGE	
INSURED		COMPANY LETTER A	SPECIFY COMPANY NAMES IN THIS SPACE
		COMPANY LETTER B	

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000

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

CERTIFICATE HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY 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
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**GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")**

SUBMIT IN DUPLICATE

ENDORSEMENT NO.

ISSUE DATE
(MM/DD/YY)

PRODUCER

Telephone:

POLICY INFORMATION:

Insurance Company:

Policy No.:

Policy Period: (from) (to)

LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____
with an Aggregate of \$ _____ applies to
coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY

- | | |
|--|---|
| ☐ COMMERCIAL GENERAL LIABILITY | ☐ Claims Made |
| ☐ COMPREHENSIVE GENERAL LIABILITY | ☐ Retroactive Date |
| ☐ OWNERS & CONTRACTORS PROTECTIVE | ☐ Occurrence |

OTHER PROVISIONS

COVERAGES

- ☐ GENERAL
- ☐ PRODUCTS/COMPLETED OPERATIONS
- ☐ PERSONAL & ADVERTISING INJURY
- ☐ FIRE DAMAGE
- ☐
- ☐

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE	AGGREGATE
--------------------	-----------

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address:

Telephone: ()

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
- a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
 - b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No.

P.O. Box 100085 - OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

- ☐
- Broker/Agent
- ☐
- Underwriter
- ☐

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____

(original signature required)

Telephone: ()

Date Signed:

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE <table border="1"><tr><td>ENDORSEMENT NO.</td><td>ISSUE DATE (MM/DD/YY)</td></tr></table>		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)				
PRODUCER Telephone:		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits			
NAMED INSURED		☐ Deductible ☐ Self-Insured Retention (check which) of \$ with an Aggregate of \$ applies to coverage. ☐ Per Occurrence ☐ Per Claim (which) APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS			
TYPE OF INSURANCE ☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER		OTHER PROVISIONS			
LIMIT OF LIABILITY \$ per accident, for bodily injury and property damage.		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: Address: Telephone: { }			
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows: 1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.					
ENDORSEMENT HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () Date Signed _____			

AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE

- (1) Agreement Start Date: January 4, 2023
- (2) Consultant: Interwest Consulting Group, Inc.
- (3) Services: Providing on-call permit processing services as well as on-call building plan check and inspection services as further described in the attached Scope of Services Exhibit.
- (4) Schedule of Services: The services will be completed by the dates listed in the particular task orders issued by the City, but in no event shall services be rendered after the Agreement Ending Date listed below.
- (5) Agreement Ending Date: January 3, 2026
- (6) Total Agreement Amount: \$1,100,000
- (7) City's Project Manager: Ashley Golden, Acting Community Development Director
- (8) Consultant's Project Manager: Paul Junker, Planning Services Group Leader and Faye Yuan, CBO, Building & Safety Regional Manager
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

9320 Chesapeake Dr.
San Diego, CA 92123
Attn: Paul Meschino, President

FOR CITY:

300 W. Third Street, Fourth Floor
Oxnard, CA 93030
Attn: Ashley Golden, Acting Community
Development Director

- (11) Contact Emails:

*CONSULTANT'S PROJECT
MANAGER:*

pjunker@interwestgrp.com
fyuan@interwestgrp.com

CITY'S PROJECT MANAGER:

ashley.golden@oxnard.org

The Agreement for Professional Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

- ☐ Scope of Services Exhibit
- ☐ Rates and Costs Exhibit
- ☐ 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, 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. Invoices may be emailed to: invoices@oxnard.org.
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-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.

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 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.

10. 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 Vendor 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.

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. 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.

12. 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. 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. Consultant shall include a copy of this Section 12 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.

13. 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.

14. Hold Harmless, Defense and Indemnity.

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 and selected from Consultant's insurance carrier's panel counsel, 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.

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 and selected from Consultant's insurance carrier's panel counsel, 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.

a. 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 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance. Notwithstanding any provision of law to the contrary, Consultant shall have the right to defend and settle any action for which indemnification is sought, provided that it shall not enter into any settlement that requires an admission of wrongdoing by any indemnitee without that indemnitee's approval. Consultant's obligations under this Agreement are contingent upon timely receipt of notice of the claim for which indemnification is sought, such that defense of the claim is not prejudiced, and the reasonable assistance of the indemnitee in connection with the defense of the claim.

15. 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.

16. 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 16. For the avoidance of doubt, nothing in this Agreement shall be understood to grant City rights to pre-existing intellectual property of Consultant, including Consultant software and licensed software, or to any improvements thereto.

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. Consultant shall have no liability arising from the use of any Documents and Materials for any purpose or on any project other than that for which it was produced.

e. This Section 16 shall survive the termination of this Agreement.

17. 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 Consultant or is developed by Consultant 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 Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. 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. 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 Consultant in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 17 shall survive the termination of this Agreement.

18. 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 18.

19. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section 19.

20. 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.

21. 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.

22. 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 18704 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.

23. 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.

24. 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.

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

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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

INTERWEST CONSULTING GROUP, INC.

John C. Zaragoza, Mayor¹ Date

Chris Giordano, CEO ² Date

Elizabeth Burke, Secretary Date

ATTEST:

Rose Chaparro, City Clerk Date
(only if Mayor authorizes)

APPROVED AS TO FORM:

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

¹ The City Council must authorize any agreement over \$200,000 annually. The City Manager may authorize any agreement over \$100,000 up to \$200,000 annually. The Purchasing Agent may authorize any agreement up to \$100,000 annually. All agreements shall be executed by the Purchasing Agent.

² The City requires the following for any contract:

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

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

SCOPE OF SERVICES EXHIBIT

On-Call Planning Permit Processing Services Scope of Work

Professional services under this Agreement will be composed of task orders for each individual project assigned by the City. The task order proposal shall identify a concise description of the Scope of Work to be performed by the Consultant, how the Consultant plans on completing the Work, and a schedule for completion of the Work. It is the Consultant's responsibility to determine the best and most cost effective method to complete the Work so that the assigned task order can be completed to the satisfaction of the City. Task orders will be negotiated as a lump sum amount per term or per project based upon the hourly rate fee schedule. The Scope of Work will allow for additional professional services offered by the Consultant and the services noted below shall not be restricted to those directly listed. The Scope of Work per task order may include, but not be limited to, the following:

1. Processing discretionary and ministerial development projects;
2. Providing public counter services, including but not limited to, answering general questions processing Zoning Clearances, Accessory Dwelling Unit Zone Clearances, Temporary Use Permits, Home Occupation Permits, and/or Short Term Rentals permits;
3. Answering questions from members of the community, stakeholder groups, developers, or other interested parties during regular business hours (either at the City Hall Planning Counter or via teleconference/email - whichever is preferred by the City);
4. Coordinating permit review with appropriate departments, commissions, consultants, and/or outside agencies. Analyzing development projects for compliance with the City's General Plan, Zoning Ordinance, Subdivision Map Act, design standards, applicable specific plans and other plans, policies and regulations. Reviewing project applications for completeness and providing constructive input to applicants in a timely manner consistent with the Permit Streamlining Act as requested by City Planning Staff;
5. Functioning as the project manager or planner on development projects;
6. Researching, compiling and analyzing social, economic, environmental and associated data related to any project;
7. Analyzing and updating City ordinances, regulations and code provisions;
8. Preparing environmental analysis and documents pursuant to the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA), including but not limited to: initial studies, exemptions, addenda, mitigated negative declarations, and environmental assessments; and managing other consultants selected to prepare environmental impact reports (EIRs) and/or environmental impact statements (EISs);
9. Preparing letters, memos and/or staff reports and associated documents including approval/denial findings, resolutions, and conditions of approval for, but not limited to, the Development Advisory Committee, Community Workshops, Downtown Design Review Committee, Community Development Director Hearings, Planning Commission, City Council, LAFCo, the California Coastal Commission, and/or other stakeholder organizations;
10. Making presentations before, but not limited to, the Development Advisory Committee, Community Workshops, Neighborhood Councils, Downtown Design Review Committee, Community Development Director Hearings, Planning Commission, City Committees, City Council, LAFCo, the California Coastal Commission, and/or other stakeholder organizations;
11. Meeting with developers and other project proponents, such as property owners and other interested groups, for any project;

12. Preparing grant applications and managing grants-funded projects, including grant reporting, in compliance with the terms of awarded grants;
13. Assisting in management of cannabis program elements;
14. Performing and coordinating review of planning studies and analysis;
15. Preparing written records and reports of investigation and violations of zoning codes; providing on-site field verification documenting compliance and coordinating enforcement of zoning ordinances; ordering the issuance of citations where appropriate;
16. Reviewing plans, including but not limited to, planning architectural plans, landscape plans, photometric plans, civil plans and construction drawings as part of Planning entitlements and the building permit process (“plan checking”);
17. Administering condition compliance, building and safety plan check, and mitigation monitoring and reporting programs;
18. Providing quality control;
19. Maintaining good record keeping;
20. Performing other additional services as assigned and directed by the Planning and Environmental Services Manager, Planning and Sustainability Manager, Assistant Community Development Director, and/or Community Development Director related to other City activities or departments.

* All on-site staff will not work for the City any more than 960 hours per fiscal year (July 1-June 30).

On-Call Building Plan Check/ Engineering and Inspection Services Scope of Work

Professional services under this Agreement will be composed of task orders for each individual project assigned by the City. The task order proposal shall identify a concise description of the Scope of Work to be performed by the Consultant, how the Consultant plans on completing the Work, and a schedule for completion of the Work. It is the Consultant’s responsibility to determine the best and most cost-effective method to complete the Work so that the assigned task order can be completed to the satisfaction of the City. Task orders will be negotiated as a lump sum amount per term based upon the hourly rate fee schedule. The Scope of Work will allow for additional professional services offered by the Consultant and the services noted below shall not be restricted to those directly listed. The Scope of Work per task order may include, but not be limited to, the following:

1. Perform building plan review including commercial, industrial, residential, and tenant improvements.
 - a. Plan review for compliance with applicable codes, standards, local ordinances, and permit requirements as per the currently adopted California Building Codes (California Building Code, California Residential Code, California Electrical Code, California Mechanical Code, California Plumbing Code, California Energy Code, California Green Building Standards Code, California Historical Building Code, California Existing Buildings Code, California Reference Standards Code, California Fire Code), and OSHPD 3 standards.
 - b. Submit two legibly written copies of the corrections to the Manager and the permit applicant’s contact person.
 - c. Stamp and sign two sets of each page of the plans and mark Recommend for Approval when plan check and recheck(s) are completed.
 - d. Limit contact with applicant to those questions or items that cannot be effectively and expeditiously handled in concise written form.

e. Use calculations and reports provided by the City including two copies of plans, supporting calculations, reports and conditions of approval of the structure. The calculations and reports provided shall include, but not be limited to: Structural Calculations, Energy Code Compliance Forms, CalGreen Checklists and Worksheets, Geotechnical Reports, Acoustical sound/noise transmission reports, and all other calculations/reports furnished by Developer.

f. Return the initial plan check and recheck to the City within the following timeframes:

Project Type	Initial Check (working days)	Recheck (working days)
Residential Room Additions (up to 500 square feet)	10	5
Residential Room Additions (over 500 square feet)	10	5
Complete Single-Family Dwelling	10	5
Commercial/Industrial Interior Improvement	10	5
Complete Commercial/Industrial Projects	15	10
Complete Multi-Family Projects	15	10
Special Projects Including OSHPD 3 Review	15	10
Expedited Plan Check: At the City's request, and as mutually agreed upon, Consultant can provide plan review activities on a fast-track basis. Turnaround times for each submittal will relate to the size and nature of the project and its impact on the construction schedule. To reduce turnaround times for plan review, electronic submittals, phased submittals, conference calling, and video conferencing, can be used. Additional fees and turnaround times shall be negotiated prior to the commencement of work but shall not exceed 150% of the standard plan check fees.		

Pick up and deliver plan check packages from the Building and Engineering public counter, or packages may be sent via U.S. Postal Service, courier, or common carrier.

Consultant shall be available via phone, email, and virtually as needed, within 1 business day of the request, to coordinate plan review comments and answer questions with applicants and/or City staff.

2. Perform inspection services for commercial, industrial, residential, and tenant improvements on an as-needed basis with 48 hours notice. Inspect construction projects for conformance to the approved plans and all applicable Codes and City ordinances.

3. Provide on site counter technician and/or plan checking services with 30 days notice, subject to availability of qualified personnel.

* All on-site staff will not work for the City any more than 960 hours per fiscal year (July 1-June 30).

RATES AND COSTS EXHIBIT

Fee Schedule

** The hourly rates listed below shall be increased annually on anniversary of agreement commencement date based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the “CPI”) for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.*

<u>Classification</u>	<u>Hourly Billing Rate</u>
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Planning Services

Planning Manager	175
Principal Planner.....	160
Senior Planner.....	145
Associate Planner.....	120
Assistant Planner	95
Planning Technician	75

Building Safety Services – Remote

Certified Building Official.....	150
Licensed Plan Review Engineer (structural, civil, electrical, mechanical) /Architect.....	145
Structural Engineer.....	165
Senior Plans Examiner.....	125
CASp.....	120
Inspector III.....	100
Inspector II.....	90
Inspector I.....	80
Permit Technician.....	70
Fire Protection Engineer.....	135
Senior Fire Plans Examiner.....	125
Fire Plans Examiner / Fire Inspector.....	110
ICC Building Plans Examiner	110

Note:

- For inspection services please provide a 48-hour advance notice.
- For all other on-site, on-call staffing services, please provide a 48-hour advance notice. 4-hour minimum will apply.
- Interwest cannot guaranty on-site, on-call services but will do our best to provide within these time frames.

INSURANCE EXHIBIT

Exhibit INS-A

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.
 - a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;
 - b. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"
 - c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.
 - d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.
2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007
3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.
4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**
5. Except with respect to Workers' Compensation coverage the coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

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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.

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ACORD CERTIFICATE OF INSURANCE

ISSUE

DATE

(MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B**COVERAGES**

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,00 0 PERSONAL & ADV. INJURY \$1,000,00 0 EACH OCCURRENCE \$1,000,00 0 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,00 0 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,00 0 DISEASE-POLICY LIMIT \$1,000,00 0 DISEASE-EACH EMPLOYEE \$1,000,00 0

A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession	Minimum coverage \$1,000,00 0 Each consultant/ & listed sub-consultant \$500,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS		
CERTIFICATE HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> 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

Rev. 2/18

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GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE							
PRODUCER Telephone: _____		POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits							
NAMED INSURED		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) _____							
TYPE OF INSURANCE		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							
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made ☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____ ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence		OTHER PROVISIONS							
COVERAGES ☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="padding: 5px;">LIABILITY LIMITS IN THOUSANDS \$</th> </tr> <tr> <th style="width: 50%; padding: 5px;">EACH OCCURRENCE</th> <th style="width: 50%; padding: 5px;">AGGREGATE</th> </tr> <tr> <td style="height: 100px;"></td> <td style="height: 100px;"></td> </tr> </table>		LIABILITY LIMITS IN THOUSANDS \$		EACH OCCURRENCE	AGGREGATE		
LIABILITY LIMITS IN THOUSANDS \$									
EACH OCCURRENCE	AGGREGATE								
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:		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____							
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.									
ENDORSEMENT HOLDER									
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com		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: _____							

Via Fax: 678-259-1007	
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AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE <table border="1"><tr><td>ENDORSEMENT NO.</td><td>ISSUE DATE (MM/DD/YY)</td></tr></table>		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)				
PRODUCER Telephone:		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE In Included in Limits In Addition to Limits Deductible Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to . coverage. Per Occurrence Per Claim (which)			
NAMED INSURED		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here In in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS			
TYPE OF INSURANCE COMMERCIAL AUTO POLICY BUSINESS AUTO POLICY OTHER		OTHER PROVISIONS			
LIMIT OF LIABILITY \$ _____ per accident, for bodily injury and property damage.		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____			
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows: 1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.					
ENDORSEMENT HOLDER					
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE Broker/Agent Underwriter _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () Date Signed			

On-Call Consulting Services for Community Development

Jeff Pengilley, Assistant Director, Community Development Department
Joe Pearson II, Planning & Environmental Services Manager

City Council
January 3, 2023

- Due to limited staffing levels and increases in the number of some permit types, there has been an increased need for consultant work.
- Current contracts:

Consultant	Services	Term	Contract NTE
Rincon	On call Planning, environmental reviews, long-range planning	July 2021-June 2024	\$750,000*
CSG	On call Planning Development plan check	July 2021-June 2024 March 2022-March 2025	\$250,000 \$500,000
M6	Development plan check	February 2022-February 2025	\$2,000,000
Bureau Veritas	Development plan check	November 2020-December 2022	\$525,000**

*subject report recommends increase to \$1,250,000

**amendment to extend the term is in process to allow for close-out of projects that are underway

- Contract planners have been utilized to work primarily on “deposit based” permits.
- Some examples of projects assigned to contract planners include:
 - **Developer Funded:**
 - Sakioka Farms Implementation and Monitoring
 - U-Haul of North Oxnard (2420 North Oxnard Boulevard - former Levitz site)
 - Wagon Wheel (Oxnard Boulevard & Wagon Wheel Road)
 - Avalon Homes (Wooley Road & Edison Canal)
 - Oxnard Aquatics Center
 - Campus Park Activation Project
 - Approximately ten various projects
 - Wireless Permits
 - **Grant Funding Projects:**
 - SB2 Grant - \$625,000 in grant funding
 - Local Early Action Planning (LEAP) Grant -\$500,000 in grant funding
- There is a need to assign a “fixed-fee” permit type to the consultants to get through the backlog of permits.

- July 2021 - the City entered into a contract with Rincon Consultants, Inc. (“Rincon”) for on-call permit processing and planning services, including long range planning efforts.
- Planning’s use of on-call services has outpaced the current Agreement with Rincon Consultants, Inc. to the extent that the current agreement has nearly been fully encumbered as of November 2022; thus, an increase in the total agreement amount is being sought.

- Public Works Department has an existing on-call contract with Interwest up to \$1,000,000 for project management, traffic engineering, engineering plan review and construction management, inspection and testing consulting and services.
- Community Development has a backlog of permits while low on both planners and engineers, staff recommends entering into another contract with Interwest for \$1,100,000 in on-call planning as well as on-call development plan check services.
- Staff has worked with the Interwest team to prepare the proposed contract. As noted above the contract, if approved, will have a not to exceed of \$1,100,000. Work performed by Interwest will be charged on a per task or per project basis, consistent with other existing on-call support services.

- Community Development will begin the implementation of the new ERP software (EnerGov) that will replace our current computer software starting in January of 2023.
- This effort will require additional professional consulting services from on-call consultants to offset the significant staff time the ERP implementation will require.

- Cost of the agreement with Rincon for on-call services will total \$1,250,000.
- Staff estimates sufficient salary savings due to vacancies in the Planning Division to pay for anticipated planning services performed by Rincon.
- Amendment may also be funded by developer deposits received to date and additional future deposits, grant funding, General Plan Maintenance Fee funds (GPMF), and funding from other City departments for specific projects.
- Planning collects permit revenue which helps to offset the contract expenses and their impact to the General Fund.
 - FY 2020-2021 and FY 2021-2022 = \$2,038,912 and \$1,329,239 in total General Fund revenue.
- Budget appropriation of \$350,000 in the Building & Engineering Division is needed for the contract for on-call development plan check services.

- The Community Services, Public Safety, Housing & Development Committee Committee approved 3-0 on December 13, 2022 to approve the staff recommendation and to forward the item for Council approval..

That City Council:

1. Approve and authorize the execution of a First Amendment to the Agreement with Rincon Consultants, Inc. for on-call contract planning services, increasing the agreement amount by \$500,000 for a total agreement amount of \$1,250,000;
2. Award agreement to Interwest Consulting Group, Inc. for on-call planning as well as on-call development plan check services in the amount of \$1,100,000; and
3. Approve a budget appropriation in the amount of \$350,000 for development plan check services.



End of Presentation



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. L.3

DATE: January 3, 2023

TO: City Council

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

SUBJECT: Approval of the Downtown Oxnard Improvement Association Annual Work Plan and Budget for Fiscal Year 2022-23. (10 minutes)

RECOMMENDATION

That the City Council approve the Downtown Oxnard Improvement Association annual work plan and budget for fiscal year 2022-23.

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/SJJEM6qSeYQ>

BACKGROUND

Since its inception in 2000, the City has been the largest property owner within the forty-block area that comprises the Downtown Oxnard business improvement district. The City also serves as the pass-through entity which levies the assessments for the district. In 2019, the organization that administers the funds collected from these assessments transitioned to become a 501(c) (3) Public Benefit Nonprofit Corporation, governed by elected volunteer Officers and Board of Directors incorporated as the Downtown Oxnard Improvement Association (DOIA).

On June 1, 2021, the City of Oxnard entered into a Management and Disbursement Agreement ("Agreement") with the DOIA. The Agreement sets forth the terms and conditions by which it administers the programs and services of the Downtown Oxnard Property-based Business Improvement District ("District"), which is funded through a special assessment on real properties located within the District boundaries. (See Attachment A.)

Pursuant to Section 4.7.1 Reports, Work Plans and Budgets of the Agreement DOIA is to prepare an annual work plan and budget in accordance with Section 36650 of the Streets and Highways Code, and Article XIII.D of the California Constitution.

If no structural changes are recommended to the engineer's report, which was adopted at the renewal of the District outlining the activities over a five-year term, the annual work plan and budget will be considered and approved by the City Council each year before December 1st as a condition of the management agreement and the bylaws. Such an action expresses the desired and continuing partnership between the City of Oxnard and the DOIA and the work it is doing.

The DOIA board of directors approved the fiscal year 2022-23 annual work plan and budget at its October 2022 meeting. Although this item was previously scheduled to be presented to City Council prior to December 1st, due to a change in the City staff representation on the DOIA Board, the project was reassigned to the Housing Department and we were unable to meet that deadline. Going forward, the annual work plan and budget will be presented to the City Council for approval prior to December 1st.

The proposed improvements and activities include providing street, sidewalk, alley and parking lot cleaning; a public safety program; promotions and marketing; expansion of thematic physical amenities throughout Downtown; and other improvements and activities which benefit businesses and real property located within the District.

The City recognizes the importance of having a robust and thriving downtown, thereby sharing the goals and mission of this important community partner. The City is committed to working closely with the Downtown Oxnard Improvement Association to continue to revitalize and enhance our historic downtown. With that in mind, it is recommended that the City Council approve the proposed budget and work plan for the 2023 year.

The Annual Work Plan

In the fiscal year 2022-23, the annual work plan was developed over a series of meetings held by the DOIA committees that oversee each category.

Organization Administration

The Organization Administration committee oversees staff and day-to-day operations including insurance, finance, board policies, meetings, fundraising, and government relations.

The proposed projects include increasing stakeholder communications, recruiting additional board members, making presentations to community organizations, hosting two business networking events, conducting bi-weekly merchant store visits, establishing a volunteer program, enlisting board members to make public comments at council meetings at least once a month, providing board development training, making check-in calls to all property owners, and developing a fundraising plan.

District Identity and Placemaking

The goal of the District Identity and Placemaking Committee is to enhance downtown Oxnard's brand, improve public perception, position the district as a regional business and cultural attraction.

Proposed projects include designing a new District brand identity, promoting targeted business promotions and cultural arts assets, providing guidance to third party event organizers, reaching 10,000 followers on Instagram, creating a social media posting schedule and stock branding ads, assisting merchants to get listed on Google and social media, launching TikTok and NextDoor accounts, commissioning four more utility box art murals, installing street pole banners, and creating a new holiday display at the Plaza Park pagoda.

Civil Sidewalks

The purpose of the Civil Sidewalks committee is to ensure that a clean and safe downtown is being maintained including store frontage, public parking lots, and alleyways. This committee also oversees the maintenance provider contract and relations with the Public Works and Oxnard Police departments.

Proposed projects include hosting monthly meetings with safe and clean stakeholders (Police Department, Clean Team, District Safety, and Homeless Services), coordinating with social service agencies and homeless services to provide outreach and connect unsheltered persons with local resources, conducting a stakeholder survey to identify priorities, scheduling a workshop for businesses to learn how to deter crime, procuring additional trash receptacles for the eastside of the district, organizing two volunteer district clean-up events, advocating for signs in public parking lots to prevent illegal camping, promoting the City's waste disposal events, and assembling the District Baseline-Enhanced Services Manual.

Land Use

The Land Use Committee oversees all issues related to parking, transportation, planning, zoning, new developments, and outdoor dining encroachments.

Proposed projects include collaborating with the City to produce a developer's fair, promoting available buildings and

spaces downtown as investment opportunities, working with commercial real estate brokers, recruiting "destination-type" merchants, assembling a business attraction packet, educating property owners and contractors on "good design", partnering with Code Compliance to eliminate habitual violations, advocating for public restrooms, identifying opportunities to enhance lighting, identifying and promoting local resources for businesses, and advocating for improvements to design and code standards on Oxnard Boulevard.

For a full description of each committee's proposed projects, please see Attachment B.

The fiscal year 2022-23 Operating Budget

As shown in the chart below, the budget is divided into four categories - corresponding with the four committee areas. Of note, the engineer's report provides no budget allocation for the Land Use Committee, so the annual work plan correspondingly includes no budget for that category. No structural changes to the engineer's report are required.

The budget for Administration and Operations, \$160,216, includes items such as the salaries and benefits of the executive director and administrative assistant, rent, utilities, insurance supplies, and all other items relating to the day-to-day operations of the organization.

The budget for District Identity and Placemaking, \$76,850, encompasses advertising, banners, event production, printing, public art, website hosting, and holiday decor.

Civil Sidewalks is the committee that receives the largest portion of the budget, 56.75% or \$311,000. Three quarters of this goes to the maintenance service contract and to pay for uniforms, tools and supplies for the contracted employees. The rest of the budget in this area pays for the contract for security guards that monitor the District in the evenings.

FY 2022-23 District Annual Work Plan Budget vs. Engineer's Report		
Annual Work Plan	FY 22-23 Allocation	Engineer Report Allocation
Civil Sidewalks	56.75%	56%
District Identity	14.02%	15%
Administration	29.23%	29%
Land Use	0%	0%
Total	100%	100%

Please see Attachment C for a copy of the complete operating budget for fiscal year 2022-23.

STRATEGIC PRIORITIES

This agenda item supports Economic Development strategy. The purpose of Economic Development strategy is to focus on the retention and expansion of Oxnard businesses by increasing the skills and employability of our local workforce, invite new business investments, and target site-based redevelopment opportunities.

FINANCIAL IMPACT

There is no direct fiscal impact to the City in approving this action.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Emilio Ramirez, Housing Director

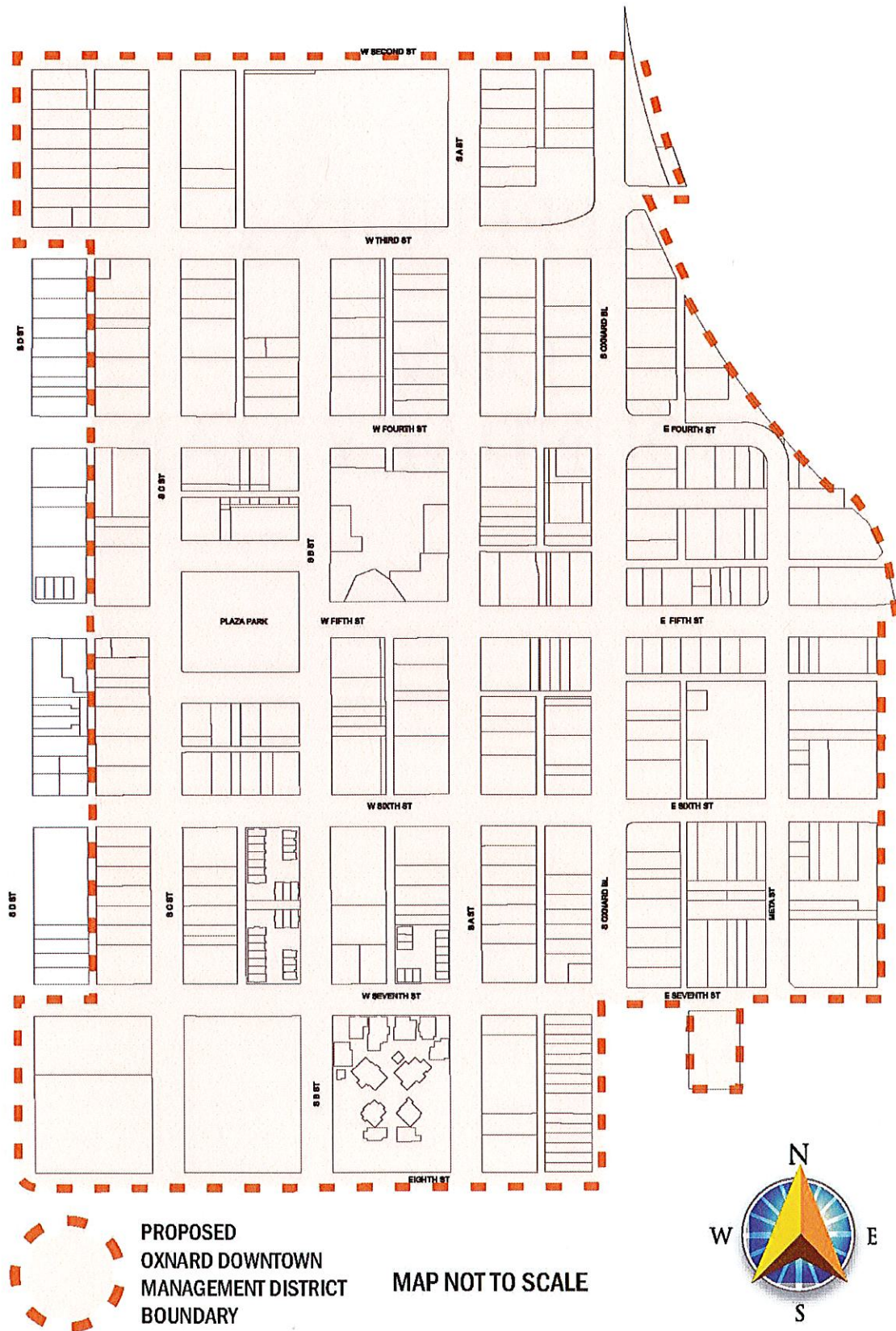
ATTACHMENTS

1. DOIA Boundaries
2. FY 2022-23 DOIA Work Plan
3. FY 2022-23 DOIA Budget

APPENDIX 2

ODMD BOUNDARY MAP

OXNARD DOWNTOWN MANAGEMENT DISTRICT – MANAGEMENT DISTRICT PLAN





Downtown Oxnard Improvement Association Proposed FY 2022-23 Work Plan Outline

Organization Administration

Position DOIA as the official voice representing the qualified and quantified interests of district property owners, merchants and residents. Organization Administration oversees staff and district administration and consulting contracts, corporate finances, insurance, grants, development of budget, Board agendas and meetings, correspondences, outreach, bylaws and Board policies, relations with the Mayor and Supervisor's office, and public agencies, Board elections, fundraising, annual election of Board members.

Projects:

- ▶ Increase frequency and range of stakeholder communications: Email bulletin, website, BID services guide, text messaging, posters, etc.
- ▶ Recruit additional qualified, committed Board members
- ▶ Represent DOIA and make presentations/provide updates to key community organizations: Merchants Association, Chamber, INCF, City CAGs, Visit Oxnard, etc.
- ▶ Host 2 business networking events annually
- ▶ Publish and distribute annual report
- ▶ Enlist Board members to make public comments at City Council at least once per month
- ▶ Promote DOIA office as stakeholder drop-in resource center
- ▶ Conduct bi-weekly merchant store visits
- ▶ Conduct courtesy calls to all property owners to gauge concerns & confirm contact info
- ▶ Develop a volunteer recruitment, training and recognition program
- ▶ Provide ongoing Board Development training - Brown Act, Roberts Rules, etc.
- ▶ Develop fundraising plan to augment and diversify funding sources

District Identity & Placemaking

Enhance Downtown's Brand, improve perception, and tell a positive story of the district attractions to position to be a competitive business and cultural attraction in the regional market. DIPM projects include those that market and promote the District or promote positive aspects of Downtown Oxnard. Issues may include: branding of the district, public relations, newsletter, special events, website development and maintenance, banner program, streetscape issues including landscaping design, tree selection, street light standards, holiday decorations, visual linkages, improvements to public spaces in the district, walking maps, brochures, social media, pedestrian signage from train station, management of news racks, etc.

Projects:

- ▶ Design new District brand identity (logo)
- ▶ Execute targeted business promotions – Small Business Saturday, "taco tours," etc.
- ▶ Promote cultural arts assets – Teatro, Open Door Studio, murals, Heritage Square, etc.
- ▶ Provide guidance and oversight to third-party event organizers to ensure maximum benefit to downtown merchants and prevent negative issues

Oxnard Downtown Improvement District

Proposed FY 2022-23 Work Plan Outline

▶ Attain 10,000 Instagram followers
▶ Host 2 art exhibits per year in DOIA office/ gallery space
▶ Develop themed Social Media posting schedule
▶ Develop a series of stock branding ads and submit to area newspapers as PSA.
▶ Issue at least one press release bi-monthly on Downtown events & attractions.
▶ Assist merchants in getting listed on Google and social media
▶ Update media contacts database
▶ Organize cooperative marketing opportunity (i.e., VC Reporter page, off-site displays, etc.)
▶ Launch 2 new media channels – TikTok and NextDoor
▶ Commission 4 more Utility Box Art murals (including re-do of 1)
▶ Advocate for City to develop new sustainable landscape plan
▶ Install street pole banners –DOIA & community partner designs (Oxnard College)
▶ Launch campaign for succulent donations to supplement sidewalk planters
▶ Create new Plaza Park Pagoda holidays display

Civil Sidewalks

Maintain a clean and safe Downtown, including store frontage, public parking lots, and alleyways. Civil Sidewalks oversees maintenance provider contracts involved in the improvement of the public rights of way, including sidewalk sweeping, steam cleaning, landscaping, personnel, and non-personnel expenses. It also manages relations with OPD and Public Works Department.

Projects:

▶ Host monthly meetings with Clean Team, PD, District Safety, and Homeless Services.
▶ Coordinate with social service agencies and Homeless services to outreach and direct unsheltered persons to available resources
▶ Conduct a stakeholder survey to identify District priority concerns and efficacy of services.
▶ Schedule a Crime-free business workshop to promote CPTED and other deterrents
▶ Procure additional trash receptacles for eastside district
▶ Educate merchants on benefits of locking trash enclosures and avoiding overfilling
▶ Organize two (2) volunteer district clean-up events
▶ Advocate for signage replacement in public parking lots to prevent illegal camping
▶ Label trash & recycle bins to encourage source separation and reduce recyclables theft

Oxnard Downtown Improvement District

Proposed FY 2022-23 Work Plan Outline

▶ Create “District Baseline-Enhanced Services” manual with schedules & contacts
▶ Promote City Environmental Resources services – Electronic waste disposal, mattress recycling, etc.

Land Use

Parking, transportation, mobility, planning, zoning, link to Metrorail station, review of new developments, and outdoor dining encroachments.

Projects:

▶ Collaborate with City Economic Development to produce a Developers Fair
▶ Promote downtown investment opportunities (available buildings and spaces.)
▶ Continue to work with commercial RE brokers to promote downtown opportunities
▶ Promote available incentives (loans, tax credits, permit assistance, etc.)
▶ Recruit “destination-type” merchants (eg. brewery, Lassen’s, candy shop, pet supply, etc.)
▶ Update demographics data and re-design DOIA business recruitment packet
▶ Educate owners and contractors on “good design” through partnerships with industry professionals and trade schools, participate in Downtown Design Review Committee
▶ Partner with Code Compliance to eliminate excessive signage and habitual violations
▶ Advocate for public restrooms
▶ Identify and plan additional lighting enhancements
▶ Identify, promote and facilitate access to technical assistance and resources available through Cal State CI, SCORE, SBDC, EDC-VC, WEV, etc.
▶ Advocate for Oxnard Blvd improvements – design and code standards to achieve “complete streets” vision

DOWNTOWN OXNARD IMPROVEMENT ASSOCIATION
FY22-23 OPERATING BUDGET - DEC 1 TO NOV 30



Period	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Totals FY 22-23	% to Total
Revenue														
Carryover Funds Contribution	25,000												25,000	4.55%
Assessment Revenue	75,000		190,000	-	-	-	230,000		-	-	-	-	495,000	90.07%
Rental Income	1,500	1,550	1,550	1,550	1,550	1,550	1,550	1,550	1,550	1,550	1,550	1,550	18,550	3.38%
Events Income	-	-	-	-	-	-	-	9,000	-	-	-	-	9,000	1.64%
Other	-	-	-	-	-	-	-	-	-	-	-	-	0	0.00%
Total Revenue	101,500	1,550	191,550	1,550	1,550	1,550	231,550	10,550	1,550	2,550	2,550	1,550	549,550	100.00%
Total Income	101,500	1,550	191,550	1,550	1,550	1,550	231,550	10,550	1,550	2,550	2,550	1,550	549,550	
Program Expenses														
Civil Sidewalks														
District Maintenance Services Contract	19,167	19,167	19,167	19,167	19,167	19,167	19,167	19,167	19,167	19,167	19,167	19,167	230,000	
DMS Reimburse - Supplies, Uniforms, Tools	-	2,000	-	-	-	2,000	-	-	-	-	2,000	-	6,000	
PSC Contract	6,250	6,250	6,250	6,250	6,250	6,250	6,250	6,250	6,250	6,250	6,250	6,250	75,000	
Civil Sidewalks Total	25,417	27,417	25,417	25,417	25,417	27,417	25,417	25,417	25,417	25,417	27,417	25,417	311,000	56.75%
District Identity & Placemaking														
Advertising	300	300	300	300	300	300	300	300	300	300	300	300	3,600	
Banners	-	-	-	-	5,000	-	-	-	-	-	-	-	5,000	
Creative Agency	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	36,000	
Events Production														
Holiday décor	-	15,000	-	-	-	-	-	-	-	-	-	12,500	27,500	
Printing & Production	250	250	250	250	250	250	250	250	250	250	250	250	3,000	
Public Art	-	-	-	500	-	-	500	-	500	-	-	-	1,500	
Sponsorship	-	250	-	-	-	-	-	-	-	-	-	-	250	
Website Hosting	50	50	50	50	50	50	50	50	50	50	50	50	600	
District Identity & Placemaking Total	3,600	18,800	3,550	4,050	8,550	3,550	4,050	3,550	4,050	3,550	3,550	16,050	76,850	14.02%
Administration & Operations														
Accounting	300	950	-	300	-	-	300	-	-	-	-	-	1,850	
Board Meeting Support	50	50	50	50	50	50	50	50	50	50	50	50	600	
Conferences & Education	50	50	50	50	50	50	50	50	50	50	50	50	600	
Dues & Subscriptions	15	75	75	15	765	375	215	15	15	15	15	415	2,010	
Equipment Lease	370	165	370	165	165	165	370	165	165	370	165	165	2,800	
Insurance (commercial liability, D&O)	225	225	225	225	225	225	225	225	225	225	225	2,425	4,900	
License & Permits	-	-	-	-	75	-	-	-	-	-	-	-	75	
Offices Supplies	50	50	50	50	50	50	50	50	50	50	50	50	600	
Postage	5	5	5	175	5	5	5	5	5	175	120	175	685	

Rent - Office	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100	25,200	
Repairs & Maintenance	50	50	50	50	50	50	50	50	50	50	50	50	600	
Salaries - Executive Director	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	70,000	
Salaries - Administrative	2,167	2,167	2,167	2,167	2,167	2,167	2,167	2,167	2,167	2,167	2,167	2,167	26,000	
Payroll Taxes	750	750	750	750	750	750	750	750	750	750	750	750	8,996	
Workers Compensation Insurance	75	75	75	75	75	75	75	75	75	75	75	75	900	
Employee Benefits	500	500	500	500	500	500	500	500	500	500	500	500	6,000	
Telephone & Internet	300	300	300	300	300	300	300	300	300	300	300	300	3,600	
Travel	25	25	25	25	25	25	25	25	25	25	25	25	300	
Utilities	350	350	350	350	350	350	350	350	350	350	350	350	4,200	
Miscelleaneous	25	25	25	25	25	25	25	25	25	25	25	25	300	
Administration & Operations Total	13,240	13,745	13,000	13,205	13,560	13,095	13,440	12,735	12,735	13,110	12,850	15,505	160,216	29.23%
Total Program Expenses	42,256	59,961	41,966	42,671	47,526	44,061	42,906	41,701	42,201	42,076	43,816	56,971	548,066	100.00%
Net Income (Loss)	59,244	(58,411)	149,584	(41,121)	(45,976)	(42,511)	188,644	(31,151)	(40,651)	(39,526)	(41,266)	(55,421)	1,484	
Cumulative Net Income (Loss)	59,244	832	150,416	109,295	63,318	20,807	209,451	178,300	137,648	98,122	56,856	1,434	1,484	