

Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Agenda reports are also on the City of Oxnard web site at [www.oxnard.org](http://www.oxnard.org).



**AMENDED AGENDA**

**Item C.1 Closed Session - Added**

**Item N.1 - updated committee outcome**

**AGENDA**

**OXNARD CITY COUNCIL**

**OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY**

**OXNARD FINANCING AUTHORITY**

**OXNARD HOUSING AUTHORITY**

Meeting Location: Council Chambers, 305 West Third Street

October 3, 2023

**Closed Session - 4:30 PM**

**Appointment Items - 5:00 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: 830 3868 3814
3. Passcode: 317540

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 virtually 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 2449, MEMBERS OF THE LEGISLATIVE BODY MAY MEET IN-PERSON OR REMOTELY. TO PARTICIPATE REMOTELY VISIT [WWW.OXNARD.ORG](http://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/](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](http://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 3 p.m. on the day of the meeting by using the form available at [www.oxnard.org/citymeetings](http://www.oxnard.org/citymeetings).
  - b. Submit an email to [cityclerk@oxnard.org](mailto:cityclerk@oxnard.org) by 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.

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)



- c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.

### 3. PROVIDE PUBLIC COMMENT REMOTELY DURING THE MEETING

- a. Follow Zoom details listed above.
- 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](http://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.

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

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council  
CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL  
2449

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

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

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

1. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section 54956.9(d)(1))  
Name of case: City of Oxnard v. Aaron Starr  
Court of Appeal, Second Appellate District, Division Six Case No. B314601 (Superior Court Case No. 56-2020-00539039-CU-MC-VTA)  
Legislative Body: City Council

#### D. APPOINTMENT ITEMS (5:00 PM)

1. City Manager Department  
SUBJECT: Oxnard Convention & Visitors Bureau (OCVB) Annual Report.  
RECOMMENDATION: That the City Council receive the OCVB Fiscal Year 22-23 Annual Report.  
  
(Live presentation by Oxnard Convention & Visitors Bureau President & CEO, Julie Mino Buffo.)  
Legislative Body: City Council  
Contact: Ashley Golden, (805) 385-7478
2. City Manager Department  
SUBJECT: Community Relations Commission Annual Report  
RECOMMENDATION: That the City Council receive the Community Relations Commission annual report.  
Legislative Body: City Council

October 3, 2023

PAGE 3

Contact: Martha Guillen, (805) 385-7434

### E. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

## F. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating the Month of October, 2023 as "Multicultural Month."
2. SUBJECT: Presentation of a Proclamation Designating the Month of October, 2023 as "Breast Cancer Awareness Month."
3. SUBJECT: Presentation of a Proclamation Designating the Month of October, 2023 as "Fire Prevention Month."
4. SUBJECT: Presentation of a Proclamation Designating October 9, 2023 as "Indigenous People's Day."

## G. 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.

H. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

1. City Manager Department

SUBJECT: Local Government Fun Fact: Comparative Cities Demographics.

**RECOMMENDATION:** That the Public and City Council receive a City Manager discussion about Oxnard's statistics as compared with other cities in the region.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

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

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

## J. REVIEW OF INFORMATION/CONSENT AGENDA

October 3, 2023

PAGE 4

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

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

## L. INFORMATION/CONSENT AGENDA

1. City Clerk Department

**SUBJECT:** Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of September 5, 2023, regular meetings as presented.

Legislative Body: City Council

Contact: Dee Lai, (805) 385-8200

## 2. Police Department

SUBJECT: ABC-OTS Local Law Enforcement Grant FY 23-24

**RECOMMENDATION:** That the City Council adopt a resolution authorizing:

1. The City Manager to apply for \$40,000 in grant funds from the Department of Alcoholic Beverage Control and the Office of Traffic Safety to be used for overtime to conduct four (4) Minor Decoy Operations, four (4) Shoulder Tap Operations, four (4) IMPACT Inspections and 5 Holiday Enforcements;
2. The City Manager or designee to execute grant agreements and appropriate funds upon confirmation of the grant award;
3. The Chief Financial Officer or designee to submit financial reports and grant claims and approve budget appropriations for the use of ABC-OTS Grant funds; and
4. The Chief of Police or designee to submit all program-related progress or status reports.

(This item did not originate in Committee.)

Legislative Body: City Council

Contact: Jason Benites, (805) 385-7624

### 3. Police Department

SUBJECT: Resolution Commending Timothy Kelley for over Twenty-Seven Years of Service to the City of Oxnard

**RECOMMENDATION:** That the City Council adopt a resolution commending Timothy Kelley for over twenty-seven years of service to the City of Oxnard Police Department.

(This item did not originate in Committee.)

Legislative Body: City Council

Contact: Jason Benites, (805) 385-7624

#### 4. Police Department

SUBJECT: Edward Byrne Memorial Justice Assistance Grant Program FY2023 Local JAG

**RECOMMENDATION:** That City Council adopt a resolution:

1. Ratifying the prior execution and submission of an application for U.S. Department of Justice (DOJ) grant funds in the amount of \$107,288 from the Edward Byrne Memorial Justice Assistance

Grant (JAG) Program FY2023 Local Solicitation with no matching fund requirement:

2. Authorizing the City Manager to execute a Memorandum of Understanding with the County of Ventura and the City of San Buenaventura designating the City of Oxnard as the lead agency and fiscal agent for the JAG;
3. Authorizing the City Manager or designee to execute grant agreements and appropriate funds upon notification of the grant award;
4. Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims and approve administrative budget appropriation for the use of JAG funds upon award; and
5. Authorizing the Chief of Police or designee to submit all program related progress or status reports.

(This item did not originate in Committee.)

Legislative Body: City Council

Contact: Jason Benites, (805) 385-7624

5. Public Works Department

SUBJECT: Second Amendment to Agreement A-8141 with Dokken Engineering for Mandalay Bay Bridge and Edison Canal Bridge, Specification No. PW 18-61.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Second Amendment with Dokken Engineering in the amount of \$50,118 for a new not to exceed contract value of \$343,612 to continue to provide Professional Engineering Services associated with the Mandalay Bay Bridge and Edison Canal Bridge, Project Nos. C1306 and C1307.

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

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

6. Public Works Department

SUBJECT: Harbour Island Homeowners Association Donation Agreement A-8531 to Waterway Maintenance District - Zone 2 (Harbour Island).

RECOMMENDATION: That the City Council, acting as the legislative body of the Waterway Maintenance District, approve and authorize:

1. An Agreement from the Harbour Island Homeowners Association for the donation of \$15,446 for landscape maintenance and on-call services; and
2. Recognize the acceptance of the \$15,446 donation from the Harbour Island Homeowners Association, and therefrom appropriate \$15,446 to the Waterway Zone 2 Harbour Island District (Fund 40203801).

(Public Works Transportation Committee approved 2-0)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

7. Police Department

SUBJECT: Fifth Amendment with Speak Write, LLC. for Transcription Services

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Fifth Amendment to the Trade Services Agreement for Speak Write, LLC. increasing the not to exceed value from \$200,000 to \$275,000 and extending the contract to June 30, 2025.

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

Legislative Body: City Council

Contact: Jason Benites, (805) 385-7624

M. PUBLIC HEARINGS1. Community Development Department

SUBJECT: Appeal of the Planning Commission's Decision to Approve the construction and conversion of 1,419 square feet of existing ground floor tenant space into a donut/coffee shop (Dunkin Donuts) and the conversion of one existing drive-through lane, including the reduction of on-site required parking, located at 2151 East Gonzales Road (60 minutes).

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

- a. Adopt an Addendum to Mitigated Negative Declaration No. 01-09; and
- b. Adopt a Resolution denying the appeal and upholding the Planning Commission's approval of Planning and Zoning Permit No. 22-550-01 (Major Modification to Special Use Permit), subject to certain findings and conditions.

(This item is a public hearing and was heard by the Planning Commission; therefore, 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/WEO75OPtuF8>

Legislative Body: City Council

Contact: Jeff Pengilley, (805) 385-8208

2. Community Development Department

SUBJECT: Continuance of Noticed Public Hearing from September 19, 2023 City Council meeting. Planning & Zoning (PZ) Permit No. 23-580-02: Zoning Text Amendments (ZTA) to the existing regulation of commercial cannabis manufacturing, distribution, testing, and retail dispensaries and creation of indoor commercial cannabis cultivation regulations (20 minutes).

RECOMMENDATION: That the City Council:

- a. Conduct a public hearing to introduce an ordinance amending Chapters 11 and 16 of the Oxnard City Code;
- b. Determine if the City Council wishes to include the Trabajo Dr. area, and Camino Real Business Park Specific Plan area for indoor cannabis cultivation, as originally depicted in the 2018 cannabis cultivation map presented to the City Council;
- c. If the City Council does not wish to include the Trabajo Dr. area, and Camino Real Business Park Specific Plan area for indoor cannabis cultivation, approve the introduction and first reading by title only and waive further reading of an ordinance titled:

An ordinance of the City Council of the City of Oxnard amending the Oxnard City Code (OCC) Chapters 11 and 16 pertaining commercial cannabis activity (Zoning Text Amendment; PZ No. 23-580-02); and incorporate commercial cannabis cultivation (Section 16-163 and an amendment to OCC Chapters 11 and 16 to allow up to five (5) indoor commercial cannabis cultivators in six (6) identified areas of the City.

d. Alternatively, if the City Council does wish to include Trabajo Dr. area, and Camino Real Business Park Specific Plan area for indoor cultivation, approve the introduction and first reading by title only and waive further reading of the following ordinance with the direction that the Trabajo Dr. area, and Camino Real Business Park Specific Plan area be included within the areas in which cultivation is allowed:

An ordinance of the City Council of the City of Oxnard amending the Oxnard City Code (OCC) Chapters 11 and 16 pertaining commercial cannabis activity (Zoning Text Amendment; PZ No. 23-580-02); and incorporate commercial cannabis cultivation (Section 16-163 and an amendment to OCC Chapters 11 and 16 to allow up to five (5) indoor commercial cannabis cultivators in eight (8) identified areas of the City.

(Council and Council Committee provided feedback in 2020 and 2023 respectively. That feedback was incorporated into a draft indoor cultivation ordinance and presented to the Planning Commission for the subject item before the City Council)

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

<https://youtu.be/nkfNfNv0XoM>

Legislative Body: City Council

Contact: Jeff Pengilley, (805) 385-8208

## N. REPORTS

### 1. Finance Department

SUBJECT: Recommendation to Acquire and Implement Budget Software. (10 minutes)

RECOMMENDATION: That the City Council:

1. Approve and authorize the City Manager to execute a five-year agreement with OpenGov, Inc. for OpenGov Budgeting & Planning software as well as OpenGov Reporting & Transparency software for a not to exceed amount of \$771,493; and
2. Approve a budget appropriation of \$60,110 in the Fiscal Year 2023-24 Information Technology Fund, from the available fund balance.

(The Finance & Governance Committee approved 3-0 on September 26, 2023)

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

<https://youtu.be/PLkICeWv76U>

Legislative Body: City Council

Contact: Javier Chagoyen-Lazaro, 805-385-5400

### 2. Public Works Department

SUBJECT: Public Project Agreement 32400153 with Toro Enterprises, Inc. for Arterial Street Resurfacing - Hueneme Road Improvement Project, Specification No. PW 23-111. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize:



1. A total of \$2,745,575.80 in Project funds for the Arterial Street Resurfacing Hueneme Road Street Improvement Project, Specification No. PW 23-111;
2. The Mayor to Execute an Agreement with Toro Enterprises, Inc., in the amount of \$2,287,979.80 for the Project;
3. A Project contingency amount of \$228,798 (10%) with Toro Enterprises, Inc. for a total not to exceed value of \$228,798 for the Project;
4. A Project allocation amount of \$228,798 (10%) for engineering, inspection, survey and project management (EISPM) for the Project; and
5. A project budget appropriation transfer in the amount of \$975,066 from Ormond Beach Neighborhood Street Resurfacing Project C2109 to Arterial Street Resurfacing Project C2205 within the TAB HERO Fund (315).

(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.)

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

<https://youtu.be/jy7RhnGWSDI>

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

3. Public Works Department

SUBJECT: Public Project Agreement 32400207 with C.A. Rasmussen, Inc. for Arterial Street Resurfacing East and West Gonzales Road and Oxnard Boulevard Street Improvement Project, Specification No. PW 23-100. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize:

1. A total of \$11,636,763.05 in Project funds for the Arterial Street Resurfacing East and West Gonzales Road and Oxnard Boulevard Street Improvement Project, Specification No. PW 23-100;
2. The Mayor to Execute an Agreement with C.A. Rasmussen, Inc. in the amount of \$9,697,303.05 for the Project;
3. A Project contingency amount of \$969,730 (10%) with C.A. Rasmussen, Inc. for a total not to exceed value of \$969,730 for the Project;
4. A Project allocation amount of \$969,730 (10%) for engineering, inspection, survey and project management for the Project; and
5. A project budget appropriation transfer in the amount of \$3,328,400 from Neighborhood Street Resurfacing Project C2209 to Arterial Street Resurfacing Project C2205 within the Measure O Fund (104).

(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.)

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

[https://youtu.be/Cn2zulCT\\_v8](https://youtu.be/Cn2zulCT_v8)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

October 3, 2023

PAGE 9

## O. ADJOURNMENT



## CITY COUNCIL AGENDA REPORT

### APPOINTMENT ITEMS (5:00 PM) AGENDA ITEM NO. D.1

**DATE:** October 3, 2023

**TO:** City Council

**FROM:** Ashley Golden, Assistant City Manager, (805) 385-7478, [ashley.golden@oxnard.org](mailto:ashley.golden@oxnard.org)

**SUBJECT:** Oxnard Convention & Visitors Bureau (OCVB) Annual Report.

#### RECOMMENDATION

That the City Council receive the OCVB Fiscal Year 22-23 Annual Report.

(Live presentation by Oxnard Convention & Visitors Bureau President & CEO, Julie Mino Buffo.)

#### BACKGROUND

The Oxnard Convention and Visitors Bureau (“OCVB”) was initially formed in May 1974 as a nonprofit corporation for the purpose of generating economic benefits to the City of Oxnard (“City”) by promoting the area and attracting more visitors. The vision of the OCVB is to lead Oxnard’s travel and tourism industry in promoting and marketing Oxnard as a premier leisure and business travel destination, seeking to bring significant economic and social benefits to our community. As such, OCVB’s mission statement is to establish the Oxnard area as a recognized destination for tourism and business travel. To promote Oxnard in primary markets and the local community, OCVB produces print, online, and social media materials, working collaboratively with neighboring Convention and Visitors Bureaus, Ventura County Coast, Central Coast Tourism Council, and Visit California to promote tourism across our region. Of importance is staying up to date on current travel trends and markets, so that the proper marketing and outreach is undertaken to maximize OCVB’s efforts. OCVB’s stated goals include continuing to provide connectivity between visitor sectors.

#### DISCUSSION

Visit Oxnard is the community marketing agency committed to telling the city’s integrated brand story. Allowing for strengthened partnerships, driving new revenue and enhancing Oxnard’s overall vibrancy through powerful storytelling that unite neighborhoods, businesses and individual voices to bring Oxnard to life and giving potential travelers the reason to visit Oxnard. Visit Oxnard’s strategy is in line with industry standards, most closely mirroring the strategy set forth by Visit California. As a destination marketing organization (DMO), OCVB’s goal is to drive tourism at the higher funnel inspiration layer, keeping Oxnard top of mind among familiar travelers, while inspiring consideration from new active travel intenders. Engagement key performance indicators (KPIs) like impressions, click-through-rate, sessions and time on site all feed into this awareness funnel. This higher funnel drives interest, which feeds into the lower transaction funnel or conversion layer, which is what drives destination-specific bookings.

Our mission is to drive tourism and overnight visitation by:

- 1) Building awareness of Oxnard ,
- 2) Improving the perception of Oxnard to residents/visitors, and
- 3) Growing our Audience.

These three high funnel/top layer activities inspire transactions.

This report serves as the OCVB report for FY 22-23. Exhibit B of the current Agreement (A-8142) defines performance measures. These include:

- a. Serve as the City's official tourism agency.
- b. Develop a comprehensive marketing program.
- c. Participate in activities related to the branding of the City.

One of the OCVB's key performance indicators, and the foremost method for tracking success, is through hotel statistics. Due to the COVID-19 pandemic, the City hotel statistics (Average Daily Rate and Occupancy) were down for the first time in 8 years. With travel starting to return, Oxnard is experiencing rates and occupancies that exceed 2019 (pre-pandemic) numbers in most 2022 and 2023 months.

Year-end 2022 calendar year hotel statistics, are as follows:

- 2022 Average Daily Rate is at \$169.50, which is up 3.7% from the previous year (and up 18.4% from 2020)
- 2022 Average Occupancy is at 69%, up 2.7% from the previous year (and up 15.9% from 2020)

Although all of our neighboring cities have similar Average Occupancy throughout the year, Oxnard continues to outperform neighboring cities on Average Daily Rate. The Central Coast as a whole outperformed all of California's statewide numbers.

Three new hotel properties are expected to come on-line in the next two years, which are projected to bring a 34% increase in available hotel rooms.

### **Other Stats (FY 22-23)**

1. OCVB continues to have a strong social media presence with more than 64.5k combined followers (up from 59,900 in last year's report) across Facebook and Instagram, plus 4,041 followers and subscribers (up from 3,223 in last year's report) across Twitter, YouTube, Spotify, Pinterest, LinkedIn and TikTok. Social media has been instrumental in driving community relationships, increasing destination awareness and improving perception.
2. OCVB participates in a Visit California Localhood program titled CA NOW Travel Stories, generating content that is distributed on the Visit California website and on Google's search pages. This past fiscal year, OCVB had 4 Top Trending stories in the Localhood program with over 6.6 million Google impressions, 13,012 story views and a 49.9% interaction rate.
3. OCVB compounds its social media reach by working with influencers. This past year, Visit Oxnard has worked with travel and foodie influencers including Tastemade (6.9 million followers), Traveling Newlyweds (74.4k follower), Fancy Treehouse (95.8k follower), TravelSeeWrite (165k followers), An Emerald City Life (24.5k followers) and more.
4. OCVB's robust public relations strategy has, since July 1, 2022, resulted in earned coverage with top outlets including SFGate.com, FoxNews.com, NYPost.com, Locale Magazine, Fodor's, Matador Network, PreVue Magazine, CA Meetings + Events, Drew Magazine, UsWeekly.com, 10Best.com, Yahoo.com, RD.com and Pasadena Magazine and more. Broadcast and radio interviews/coverage on NBC LA, KTLA 5 News, KEYT News, The Mambo in the Morning Show, The Super Cowboy Show, CBS News LA, KSBY, Spectrum News and more
5. The OCVB general tourism e-newsletter has 9,500 e-subscribers with up to a 62% open rate (industry average is 20.4%). This e-newsletter is circulated at least bi-monthly to drive awareness to Oxnard's latest hospitality news, seasonal articles and tourism business offerings.
6. Compared to FY 21/22, the metric for visitoxnard.com website users grew 39% to 541,113 users. Sessions were up 40% year-over-year at 691,329 sessions, and pageviews were up 31% at 1,113,794 pageviews. This means that OCVB is gaining web visibility, with more users relying upon the organization's website for information about Oxnard and its tourism offerings. The top 10 geographic referrals to visitoxnard.com outside Ventura County during FY 22/23 were Los Angeles, Dallas, Chicago, San Jose, San Diego, Phoenix, New York, San Francisco, Austin and Las Vegas.

7. Over the past year OCVB optimized 14 webpages; net +44 Google ranking improvements. OCVB also added the following pages on their website: Learn About Native American Culture in Oxnard; Island Fox: Found Nowhere Else on Earth; What to Explore Around Oxnard College; Oxnard's Mexican American Heritage; Camping in California's Channel Islands National Park; Discover St. John's Regional Medical Center; Oxtreme Sports; Summer in Oxnard

8. OCVB engaged in paid media programming through marketing agency Madden Media (campaign dates September 1, 2022 through June 30, 2023), resulting in omni-channel media placements meeting or exceeding the following target metrics: Google SEM 72,037 clicks (108% of goal), Google Video Distribution 844,909 views (340% of goal), Google Prospecting 10,723,702 impressions (141% of goal), Meta Prospecting 39,916 clicks (98% of goal), and Meta Remarketing 48,352 clicks (392% of goal). OCVB utilized Madden's Voyage destination intelligence platform to generate target audience data, ensuring that these campaigns were optimized in line with visitation and demand metrics. This programming was partially funded by Council approved American Rescue Plan Act (ARPA) funds.

9. In addition to the digital marketing tactics noted above, OCVB participated in paid media placements, including an advertorial package with LAmag.com inclusive of digital publishing and promotion of our article on LAmag.com and a targeted Google Display traffic-driving campaign (750k impressions), a dedicated e-marketing campaign through Local Getaways, with reach to an active subscriber base of 36k+, digital display ads through the USA Today network in partnership with Local IQ to the Los Angeles designated market area (DMA) (100k impressions), a Pinterest campaign promoting our dining passes (571, 277 impressions) and a movie theater campaign in the Los Angeles DMA showcasing OCVB's branded content piece "A Taco Story" in the pre-show (368k impressions from a captive audience of moviegoers).

10. Visit Oxnard created its 2024-2025 Visitor Guide (launching in October 2023). 60,000 will be printed and distributed to 532 locations throughout California, placed in Oxnard hotels, other local destinations, and as well distributed to individuals that request them.

11. OCVB ran print ads in AAA Westways (4.65 million circulation), Travel Guide to California (80k circulation), Edible Magazine (50k readers), VC Reporter (14k circulation), Meetings Today (114k unique audience), San Diego Magazine (205k+ circulation) and Phoenix Magazine (325k+ circulation). In conjunction with paid print ads, OCVB also earned placements for Oxnard as the cover story for Food & Travel Magazine (800k readership) and SoCal Life Magazine (25k circulation).

12. OCVB is greatly involved in industry relations to leverage opportunities for co-op programming. Co-op projects in partnership with Ventura County Lodging Association (VCLA) included three (two seasonal and one event-focused) sponsored e-marketing campaigns with Visit California (225k+ subscribers). OCVB also works with VCLA to maintain direct booking engine landing pages for visitoxnard.com, oxnard.org, thecollectionrp.com and several Oxnard events websites. These direct booking pages allow Oxnard hotels to generate revenue directly without paying third party fees. The visitoxnard.com direct booking page alone garnered 38.8k hotel listing views and 2.5k clicks to hotel websites in FY 22/23. This metric is separate and non-inclusive of visitoxnard.com hotel listing page conversions, which measured 23,687 clicks to Oxnard business listings, 723 hotel registration inquiries and 1,496 clicks to call Oxnard businesses. OCVB also participated in the California Road Trips Guide (1 million circulation), Visit California Visitor Magazine (500k circulation) and Central Coast Map (200k circulation) as co-ops in partnership with Central Coast Tourism Council.

13. OCVB's Dallas Cowboys Training Camp landing page at visitoxnard.com/cowboys received 345k+ pageviews, or 25% of the pageview volume for the entire website for all of FY 22/23. Because the Cowboys are a global name and a huge draw for interest in tourism to Oxnard, OCVB invests in a robust marketing plan to grow its audience with this devoted fan base. In addition to promoting Training Camp on its owned channels and via earned placements, OCVB ran a comprehensive digital campaign, delivering 9k clicks through Search Engine Marketing, 15k clicks through Meta Prospecting and more than 5.8 million impressions through Google Prospecting; print ads in VC Reporter; outdoor ads including a static billboard off Highway 101 and a LED digital ad at The Collection; onsite activations and promotional giveaways plus the organization's second annual Oxnard Fan Night in partnership with The Collection, starring the Dallas Cowboys Cheerleaders, Cowboys Mascot Rowdy and 5x Super Bowl Champion Charles Haley.

14. OCVB accepted \$1.5 million in ARPA funds to oversee destination marketing and management projects. These

projects, some of which are ongoing, have spanned the past two fiscal years. OCVB absorbed all administrative costs associated with these projects, and 100% of these funds went directly to project hard costs. An ongoing project, OCVB assisted the City in developing a branded film application packet and website for Oxnard's film coordination and liaison efforts to attract major productions to Oxnard and drive economic activity. Another ongoing project, in coordination with Mayor Zaragoza's gateway program, OCVB stakeholders finalized design approvals for a citywide wayfinding system directing residents and visitors alike to major points of interest throughout Oxnard. A completed project, OCVB worked with artist Maxfield Bala who hand-painted the "Greetings from Oxnard" mural on the exterior of Oxnard Transit Center and installed a 360-degree mural inside the building.

The following projects were completed (and reported on) in fiscal year 2021-2022, but are included in this report to provide context for the breadth of OCVB's deliverables for the ARPA contract: OCVB allocated funds to install a 24/7 livestream camera at Marine Emporium Landing so visitors can check the weather in real time; streaming subscription costs for this live cam come from OCVB budget. OCVB was ran digital programming in partnership with Expedia, TripAdvisor, Visit California, Weekend Sherpa and The Journal of Lost Time; deployed a comprehensive digital marketing campaign with its media agency; underwrote the full cost of advertising for Oxnard businesses in the Visit Oxnard 2022/23 Visitor Magazine and distributed the magazine in 583 California locations. Upon completion, OCVB submitted a wrap-up report to the City detailing the campaigns delivered and performance metrics measured.

15. This past year, OCVB helped celebrate the grand opening of Zachari Dunes on Mandalay Beach after a top-to-bottom multi-million-dollar transformation. This property is the City's top contributor to Transient Occupancy Tax (TOT). Within a month of opening, Zachari Dunes served as the host resort for Smart Meetings National Conference, which welcomed 120 qualified meeting planners and suppliers to Oxnard.

16. OCVB attended 11 group and leisure trade shows in FY 22/23, making connections with thousands of potential visitors and meeting planners.

17. The OCVB team members sit on 17 industry Board of Directors and Committees throughout our region, state and nation.

18. OCVB was also recognized for their efforts in FY 22/23 receiving the following awards from industry partners:

- a. USA Today 10Best - No. 1 Best Beach on the West Coast - Oxnard Beach Park 2023
- b. The Telly Awards - Gold Telly Winner in People's Telly - Branded Content: "A Taco Story" 2023
- c. The Telly Awards - Silver Telly Winner in Branded Content - Travel/Tourism: "A Taco Story" 2023
- d. AVA Digital Awards - Platinum Award - "A Taco Story" 2023
- e. Smart Meetings - Smart Women in Meetings Award 2023 – Industry Leader
- f. Forbes Top 10 Places to Live in California 2023 - Oxnard Ranked #7
- g. Neighbor.com Most Neighborly Cities in America 2022 - Oxnard Ranked #4
- h. West Ventura County Business Alliance - Visit Oxnard Wins Community Influencer of the Year 2022

## **Oxnard Tourism Marketing District ("OTMD")**

Lodging business owners pursued formation of the OTMD in 2019 in order to create a dedicated revenue source devoted to marketing Oxnard as a tourist, meeting, and event destination. This approach has been used successfully in other destination areas throughout the state to improve tourism and drive additional room nights to assessed lodging businesses. The OTMD includes all lodging businesses located within the boundaries of the City of Oxnard, except lodging businesses with fifty-four (54) rooms or less and RV parks. On March 5, 2019, City Council approved OCVB to form the Oxnard Tourism Marketing District ("OTMD"), which includes an annual assessment rate of one and one-half of one percent (1.5%) of gross room rental revenue in addition to the existing Transient Occupancy Tax (TOT), and other guest charges and fees. Despite the pandemic, the OTMD raised on average approximately \$670,000 annually to be used directly to support tourism in Oxnard.

The OTMD renewal process just concluded with 100% support from affected lodging businesses. Come April 1, 2024 the OTMD district will be renewed with a 2% assessment with a 9 year, 3 month term. The OTMD is expected to generate approximately \$990,000 annually.

## **OCVB Agreement**

The City Council approved a five-year agreement with OCVB on May 21, 2019, of which we are in the fifth and final year of the five-year agreement. This contract will expire on June 30, 2024. The 2019 contract amount represented a \$300,500 (47%) reduction from the previous agreement compensation of \$641,124.

Given all the demands on City funds, OCVB has found that the formation of the OTMD was a vital method to achieve the goals of the organization, while at the same time reducing the City's financial assistance. Since the OTMD funding is limited to marketing the specific lodging business paying into the OTMD, it is vital that the City provide direct funding to OCVB to ensure that Oxnard as a whole is promoted as a premier leisure and business travel destination.

Staff and OCVB will return at a later date to request Council consideration of a new contract.

## **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 impact associated with this report. On May 21, 2019, the City Council approved an agreement with OCVB (Agreement No. A-8142) to receive the following financial contributions from the City's general fund:

1. FY 2019-20, \$340,624 in year one,
2. FY 2020-21 \$350,000 in year two,
3. FY 2021-22 \$300,000 in year three,
4. FY 2022-23 \$265,000 in year four, and
5. FY 2023-24 \$270,000 in year five. (current year)

## **COMMITTEE OUTCOME**

This item did not originate in Committee.

*Prepared by: Ashley Golden, Assistant City Manager*

## **ATTACHMENTS**

1. OCVB Annual Report Presentation FINAL

# VISIT OXNARD ANNUAL REPORT

FY22/23

---

VISIT OXNARD CA

**Julie Mino Buffo**  
PRESIDENT & CEO

**Brittney Hendricks**  
VP OF MARKETING & COMMUNICATIONS

**Michelle Flippo**  
OPERATIONS & SALES MANAGER

**Daniel Cabrera**  
DIGITAL & MULTICULTURAL MARKETING MANAGER

**Elizabeth Maxim Melgoza**  
DIRECTOR OF PUBLIC RELATIONS

**Nino Blunt**  
OFFICE COORDINATOR



VISIT OXNARD **Team**



# FY 23/24 VISIT OXNARD Board of Directors

3

## Executive Committee

**Steve Buenger, Chair**  
Marine Emporium Landing

**Dolores Licon, Secretary**  
Homewood Suites

**David Neel, Treasurer**  
Murphy Auto Museum

## General Board

**Millicent Bennett**  
Residence Inn by Marriott

**Kristina Brewer**  
RE/MAX Gold Coast Property Management

**Joe Cabral**  
Best Western Oxnard Inn

**Tony Dybeku**  
Waterside Restaurant

**Julliana Finberg**  
The Collection at RiverPark

**Adam Gonzalez**  
805Keto.com

**Hutton John**  
The Haven at Whitesails

**Ben Ly**  
Zachari Dunes on Mandalay Beach

**Ashley Golden, City Manager's Office**  
City of Oxnard

**Nancy Lindholm**  
West Ventura County Business Alliance

**Bryan MacDonald**  
Council Member, Oxnard

**Stacy Miller**  
Stacy Miller Public Affairs

**Mark Spellman**  
Lazer Media

**Michael Tripp**  
Ventura County Harbor Department  
Channel Islands Harbor

**Brian Tucker – Board Advisor**  
Ventura County Coast

## What we do

### BRAND PROMISE

Oxnard is a destination that offers value to those seeking experiences in family, cultural, outdoor adventure and group travel.

### MISSION

To promote and market Oxnard as a premier leisure and business travel destination, bringing significant economic and social benefits to our community.

### VALUES

Inclusivity, diversity and representation in marketing. Sensitivity to locals and residents. Follow through with our brand promise, ensuring that our brand is truthful and accurate in its messaging. Support to local retail and hospitality businesses. Build, maintain and grow a positive working relationship with local stakeholders and government officials.

4

## How we do it

### MULTIFACETED APPROACH

Owned Media

Earned Media

Paid Media

Meetings & Tradeshows

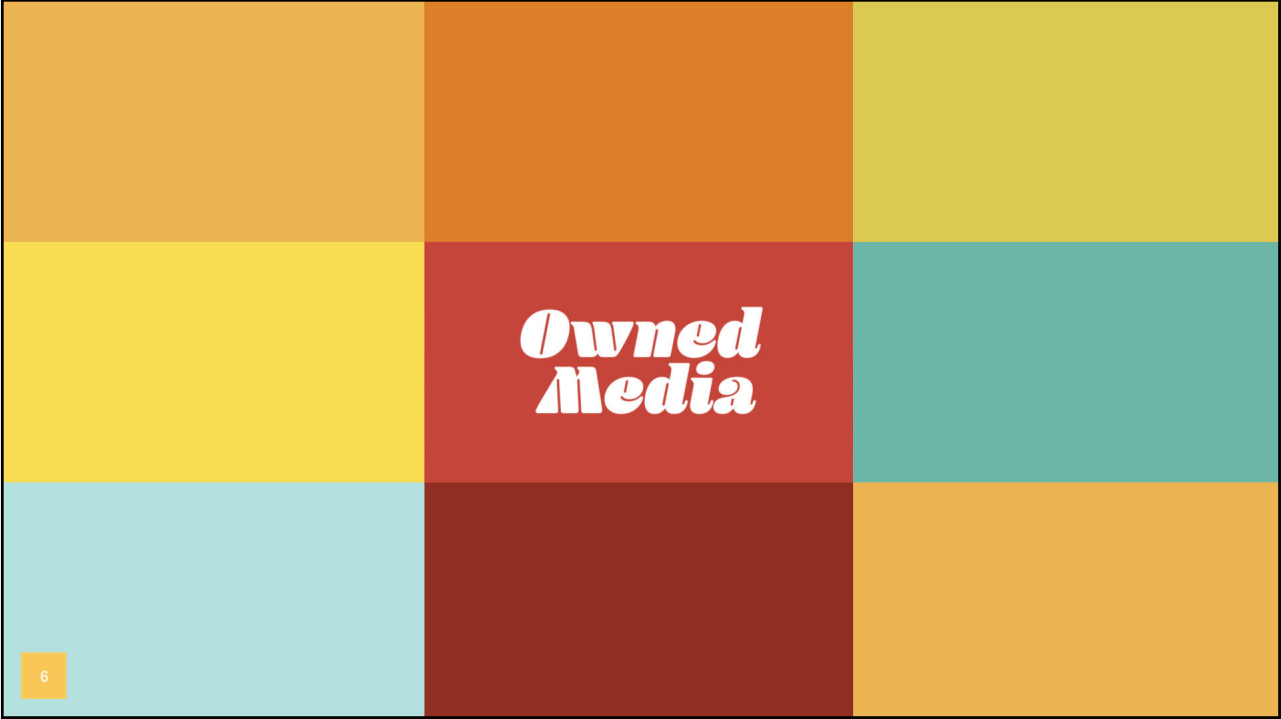
ARPA Projects

Dedicated & Involved Team

Media for this slide will be presented during  
the City Council Meeting on October 3, 2023.

5

OVERVIEW OF MARKETING PLAN FY22/23



***Owned  
Media***

6

Media for this slide will be presented during the  
City Council Meeting on October 3, 2023

7

WEBSITE

Media for this slide will be presented during the City  
Council Meeting on October 3, 2023

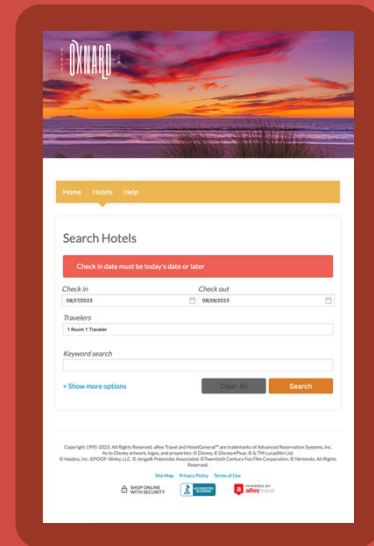
8

# DIRECT BOOKING ENGINE

**38.8k**  
HOTEL LISTING  
VIEWS

**2.5k**  
HOTEL  
RESERVATION  
CLICKS

ALL REVENUE  
GOES DIRECTLY  
TO THE HOTEL  
PARTNER



9

EMAIL

# EMAIL MARKETING

**9.5k**  
EMAIL  
SUBSCRIBERS

**62%**  
AVERAGE OPEN  
RATE (industry  
average is 20.4)

**3%**  
CLICK THROUGH  
RATE

TARGETED EMAILS  
TO MORE THAN  
**1.8k**  
UNIQUE LEADS



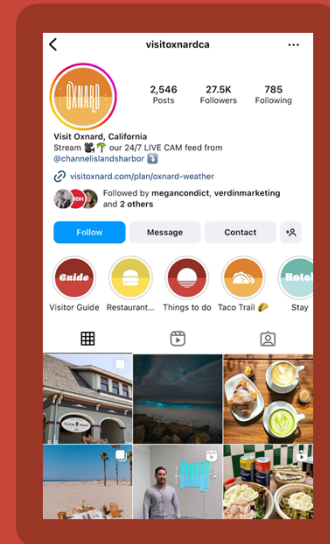
10

EMAIL

## SOCIAL MEDIA

64.5k  
COMBINED  
FOLLOWERS  
ACROSS  
FACEBOOK AND  
INSTAGRAM

4,041  
FOLLOWERS AND  
SUBSCRIBERS ACROSS  
TWITTER, YOUTUBE,  
SPOTIFY, PINTEREST,  
LINKEDIN AND TIKTOK



11

SOCIAL MEDIA

## RESTAURANT PASS



12

OWNED MEDIA

# TACO TRAIL



13

OWNED MEDIA



14

## INFLUENCER PARTNERSHIPS



15

EARNED MEDIA

Media for this slide will be presented during the City Council Meeting on October 3, 2023

16

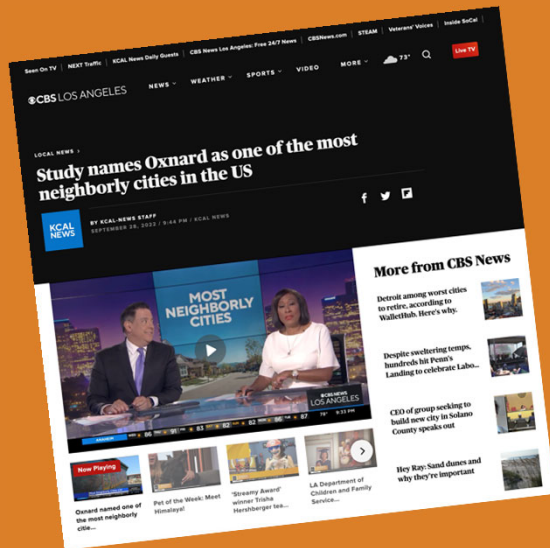
EARNED MEDIA | PRINT &amp; ONLINE COVERAGE

Media for this slide will be presented during the City Council Meeting on October 3, 2023

17

EARNED MEDIA | BROADCAST & RADIO COVERAGE

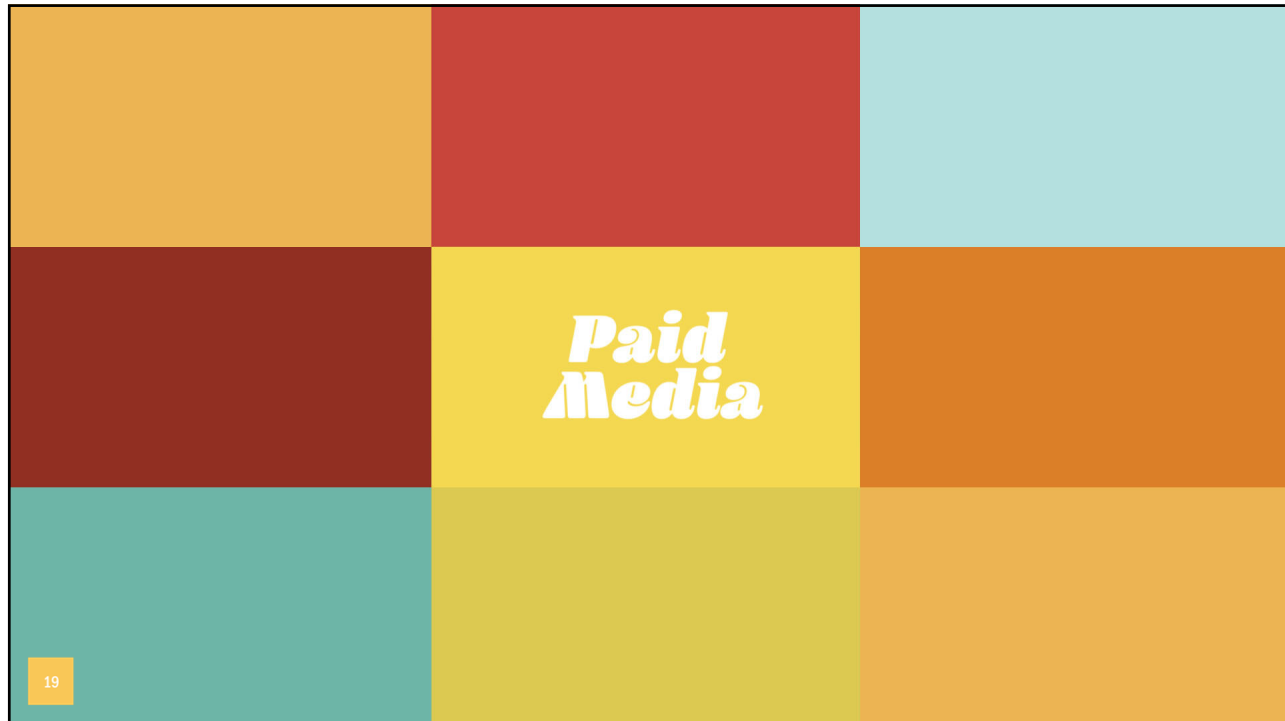
## AWARDS & HONORS



18

EARNED MEDIA





19

## A TACO STORY



20

BRANDING CAMPAIGN

**You Don't Know Oxnard.**

**START PLANNING**

VISIT OXNARD CA

**See Fall Differently**

VISIT OXNARD CA

**Visit Oxnard**

**Celebrate the Holidays in Oxnard**

**START PLANNING**

VISIT OXNARD CA

satisfy your **TACO CRAVINGS**

The perfect deal for **FOODIE LOVERS**

Tacos so good they make you **PEEL LIKE:**

Savor **OXNARD'S FLAVORS**

**HONEY CUP COFFEES & CREAMERY**

21

**DIGITAL ADS**

**2023 DESIGN AWARDS**  
HOME+DESIGN

**Mix Things Up in Oxnard.**

Just only miles northwest of Los Angeles and close to Santa Barbara and other major destinations, Oxnard is one of Southern California's best kept secrets, where adventure and tranquility merge, discover elevated cuisine and elegant offerings along a series of scenic coastline.

**ON THE MARKET**

Stunning views from the side of the hill above a Bilt Air estate, this dwelling was built by John H. Pelt, FARA, that just hit the market.

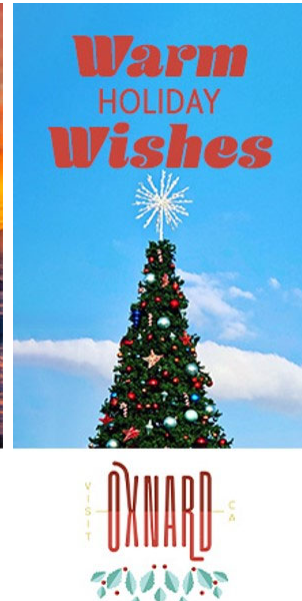
**READ MORE**

**You Don't Know Oxnard.**

**START PLANNING**

22

**PRINT ADS**



23

OUTDOOR ADS

INCLUSION IN THE  
CALIFORNIA TRAVEL  
CONVERSATION

QUALIFIED LEADS GENERATED  
FROM CO-OPS

REDUCED RATES ON AD BUYS  
AND REMNANT SPACE  
OPPORTUNITIES

CENTRAL COAST MAP

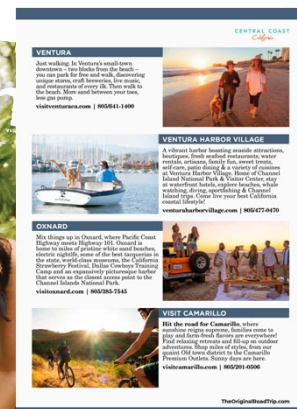
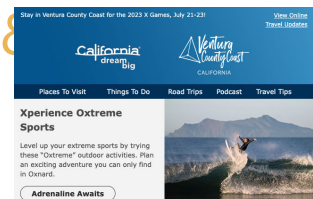
VISIT CALIFORNIA  
E-NEWSLETTER MARKETING

VISIT CALIFORNIA ROAD TRIPS  
GUIDE

VISIT CALIFORNIA VISITOR  
MAGAZINE

24

## INDUSTRY CO-OPS & COLLABORATIONS





| 2022-23                                                                        |                                                                         | 2023-24                                                                        |                                                                           |
|--------------------------------------------------------------------------------|-------------------------------------------------------------------------|--------------------------------------------------------------------------------|---------------------------------------------------------------------------|
| <b>Destinations California</b><br>Monterey, CA<br>August 28-30, 2022           | <b>Travel &amp; Adventure Show</b><br>Denver<br>February 25-26, 2023    | <b>Destinations California</b><br>San Diego, CA<br>September 28-30, 2023       | <b>Travel &amp; Adventure Show</b><br>New York, NY<br>January 27-28, 2024 |
| <b>Destination West</b><br>Tucson, AZ<br>November 1-3, 2022                    | <b>Go West Summit</b><br>Anchorage, AK<br>February 28-March 2, 2023     | <b>Small &amp; Boutique Meetings</b><br>Tucson, AZ<br>November 7-9, 2023       | <b>Travel &amp; Adventure Show</b><br>Phoenix, AZ<br>February 17-18, 2024 |
| <b>Smart Meetings</b><br>Zachari Dunes on Mandalay Beach<br>November 6-8, 2022 | <b>Connect Spring Marketplace</b><br>Las Vegas, NV<br>April 10-13, 2023 | <b>NTA – Travel Exchange</b><br>Shreveport, LA<br>November 12-15, 2023         | <b>Connect Marketplace</b><br>Las Vegas, NV<br>April TBD, 2024            |
| <b>Connect West</b><br>San Francisco, CA<br>November 8-9, 2022                 | <b>Destination West - Denver</b><br>Denver, CO<br>May 11-14, 2023       | <b>CalSAE – Seasonal Spectacular</b><br>Sacramento, CA<br>December 12-13, 2023 | <b>IPW</b><br>Los Angeles, CA<br>May 3-7, 2024                            |
| <b>CalSAE – Seasonal Spectacular</b><br>Sacramento<br>December 13-14, 2022     | <b>IPW</b><br>San Antonio, TX<br>May 20-24, 2023                        | <b>Travel &amp; Adventure Show</b><br>Chicago, IL<br>January 13-14, 2024       |                                                                           |
| <b>Travel &amp; Adventure Show</b><br>New York, NY<br>January 28-29, 2023      |                                                                         | <b>Travel &amp; Adventure Show</b><br>Denver, CO<br>January 20-21, 2024        |                                                                           |
|                                                                                |                                                                         | TRADESHOW SCHEDULE                                                             |                                                                           |



Media for this slide will be presented during the  
City Council Meeting on October 3, 2023



27

## MEETINGS & EVENTS GUIDE



28

## ZACHARI DUNES ON MANDALAY BEACH





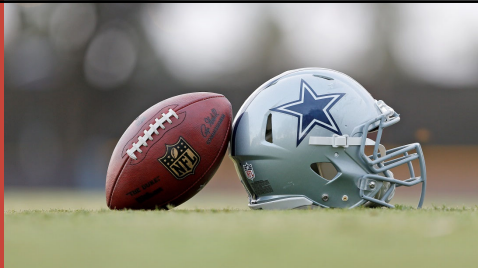


## DALLAS COWBOYS TRAINING CAMP

### Marketing Initiatives

- 345k VisitOxnard.com/cowboys pageviews (25% of FY 22/23 pageview volume)
- LED Billboard at The Collection
- Static Billboard off Highway 101
- Print ads in VC Reporter
- Onsite activations and promotional giveaways
- Oxnard Fan Night in partnership w/ The Collection
- 9k clicks through Search Engine Marketing (SEM)
- 15k clicks through Meta Prospecting
- 5.8 million impressions through Google Prospecting
- Ad in the Official Dallas Cowboys Yearbook
- Ad in the WVCBA Program Guide

33



## DALLAS COWBOYS TRAINING CAMP

**ARPA**  
*Projects*



Media for this slide will be presented during the City Council Meeting on October 3, 2023

35

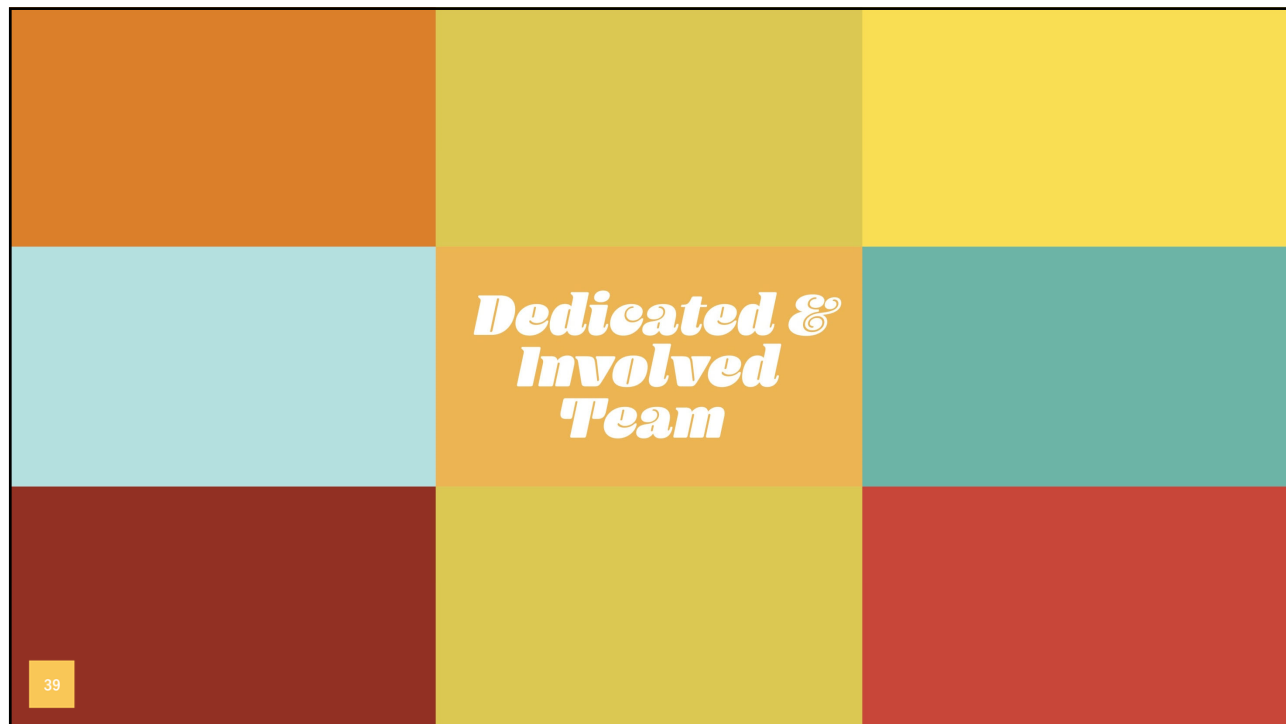
ARPA



36

ARPA





## 22/23 BOARD & COMMITTEES

|                                                                |                                                                       |
|----------------------------------------------------------------|-----------------------------------------------------------------------|
| Cal Travel Board Member                                        | Oxnard Downtown District Identity & Placemaking Committee             |
| Cal Travel Communications Committee                            | West Ventura County Business Alliance Board Member                    |
| Cal Travel Awards Committee Chair                              | West Ventura County Business Alliance Military Appreciation Committee |
| California DMO Alliance Board Member                           | Visit California Public Relations Committee                           |
| CalSAE Elevate Conference Committee                            | Visit California DMO Leadership Committee                             |
| CalSAE Membership Committee                                    | Visit California Brand & Content Committee                            |
| Central Coast Tourism Council Board Member                     | Ventura County Coast Board Member                                     |
| Central Coast Tourism Council Public Relations Committee Chair | Ventura County Coast Tradeshow Committee                              |
| Destinations International Small DMO Committee                 |                                                                       |











40

# Marketing Plan Overview

With a much-improved public health outlook having largely removed health safety as a barrier to travel, Oxnard looks forward to welcoming consumers eager to travel. While this strategic framework outlines challenges ahead, this assessment also provides a road map for navigating these challenges and how to capitalize on opportunities.

Visit Oxnard continues to align its marketing strategy with industry guidance and research to encourage accessible travel and keep Oxnard top-of-mind for overnight stays and visitation. This Marketing Plan outlines the framework and approach Visit Oxnard will take to retain market share and attract visitors to the destination.

## ABOUT VISIT OXNARD

The mission of Visit Oxnard is to promote and market Oxnard as a premier leisure and business travel destination that brings significant economic and social benefits to our community. Visit Oxnard is funded by a 1.5 percent tourism assessment charged by area hotels with 51+ rooms as well as a yearly contracted amount from the City of Oxnard.

The Visit Oxnard Board of Directors is made up of a diverse group of professionals with expertise from various sectors of the tourism and hospitality industries. With 11 to 19 Board seats, our current breakdown consists of:

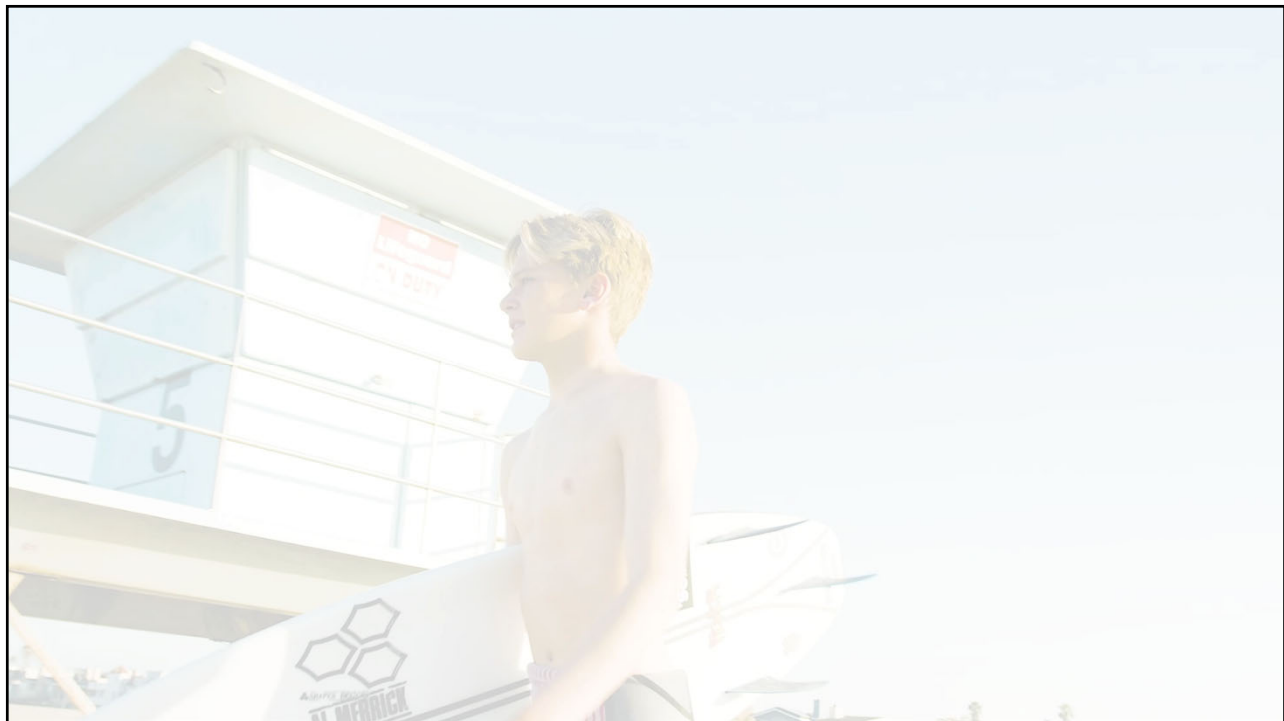
- 4 Hotel Representatives**  
Melvin Barnett, Residence Inn by Marriott  
Joe Cabral, Best Western Oxnard Inn  
Doreen Lopez, Gateway Hotel & Suites  
Betsy, Anchor Suites on Mendocino Beach
- 3 Tourism Attraction Representatives**  
Steve Berger, The Marine Interpretive Center  
Juliana Fring, The Oxnard Art Museum  
David Neal, Treasure, The Murphy Arts Museum
- 1 City Council Member**  
Troy Macdonald, Mayor Pro Tem
- 2 Public Affairs & Media Representatives**  
Steve Miller, Steve Miller Public Affairs  
Wendy Swanson, Local Media
- 1 City Employee**  
Ashley Golden, Assistant City Manager
- 1 Real Estate Representative**  
Kristina Brown, Real Estate Fund
- 1 Chamber Of Commerce Representative**  
Henry Goldstein, West Ventura County Business Alliance
- 1 Entrepreneurial Representative**  
Adam Gaudin, Entrepreneur
- 1 Harbor Representative**  
Michael Trigg, Ventura County Harbor Department
- 1 Board Advisor**  
Brian Tucker, Ventura County Lodging Association
- 2 Restaurant Representatives**  
Troy Dybbels, The Waterhole Restaurant  
Hector Lopera, The House of Whiskies

## 2023–2024 GOALS

- Increase overnight stays and visitation among leisure and business travelers
- Increase positive impressions and improve perception of Oxnard to residents and visitors
- Increase online audience across social and digital platforms

41

LOOKING FORWARD







## CITY COUNCIL AGENDA REPORT

### APPOINTMENT ITEMS (5:00 PM) AGENDA ITEM NO. D.2

**DATE:** October 3, 2023  
**TO:** City Council  
**FROM:** Martha Guillen, Executive Assistant, (805) 385-7434, martha.guillen@oxnard.org  
**SUBJECT:** Community Relations Commission Annual Report

#### RECOMMENDATION

That the City Council receive the Community Relations Commission annual report.

#### BACKGROUND

The Community Relations Commission (CRC) serves as an advisory body to the City Council focused on community relations issues and needs in the City. Their efforts are focused on promoting mutual understanding and respect among all residents of the city, sharing educational resources that will assist in eliminating discriminatory practices, and serving as an information resource and promoting community events and organizations focused on these efforts.

The CRC is responsible for providing an annual report of activities to the City Council. This live presentation will include highlights of the commission's activities over the past 12 months, showcasing the annual Multicultural Festival, the annual Community Recognition Awards, and the various community programs and organizations who provided presentations at the monthly commission meeting.

The CRC will continue to work with local organizations and staff to showcase the valuable work these organizations do in Oxnard to promote mutual understanding and work to discourage and prevent practices of discrimination in all forms.

#### 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: Martha Guillen, Executive Assistant*

#### ATTACHMENTS

None





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

**DATE:** October 3, 2023  
**TO:** City Council  
**FROM:** Dee Lai, Interim City Clerk, (805) 385-8200, dee.lai@oxnard.org  
**SUBJECT:** Approval of Minutes.

**RECOMMENDATION**

That the City Council approve the minutes of September 5, 2023, regular meetings 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: Dee Lai, Interim City Clerk*

**ATTACHMENTS**

1. 09 05 2023 Council Minutes

**MINUTES**  
**OXNARD CITY COUNCIL**  
Regular Meeting  
September 5, 2023

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

At 4:31 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 Interim City Clerk called the roll and announced the posting of the agenda. Councilmembers Gabriela Basua, Councilmember Oscar Madrigal; Bert E. Perello, Gabriel (Gabe) Teran, Arthur Valenzuela Zavala, Mayor Pro Tem Bryan A. MacDonald, and Mayor John C. Zaragoza were present.

Councilmember Madrigal arrived at 4:33 p.m.

Housing Authority Commissioners Jose Andrade and Francisco Vega were absent.

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

CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL 2449

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

No public comments were received.

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

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code section 54956.9(d)(1))  
*Jason Gonzalez v. City of Oxnard*, Ventura County Superior Court Case No. 56-2019-00523147-CU-PA-VTA
2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS – (Government Code section 54956.8)  
Property: 209 East Sixth Street, Oxnard, CA (APN 201-0-213-120)  
Agency Negotiator: Emilio Ramirez  
Negotiating Party: Fausto Solis  
Under Negotiation: Price and terms of payment  
Legislative Body: City Council
3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS – (Government Code section 54956.8)  
Property: (Street Address Not Assigned) (APN 201-0-213-150)  
Agency Negotiator: Emilio Ramirez  
Negotiating Party: Alice Flores  
Under Negotiation: Price and terms of payment  
Legislative Body: City Council

At 4:32 p.m., the City Council recessed into a closed session. At 5:12 p.m., the City Council reconvened in an open session in the Council Chambers. Stephen Fischer, City Attorney announced that no reportable actions resulted from the closed session on item C.1. The City Council will reconvene at the conclusion of the meeting to discuss items C.2 and C.3.

D. APPOINTMENT ITEMS (5:00 PM)

1. Police Department

SUBJECT: Police Department Update. (50 minutes)

RECOMMENDATION: That the City Council receive a report from the Police Chief on a variety of current public safety-related topics.

Jason Benites, Police Chief, presented a variety of current public safety-related topics and answered the City Council's questions. No public comments were received. Discussion ensued among the council and staff.

E. OPENING CEREMONIES (6:00 PM)

Mayor Zaragoza led the pledge of allegiance.

F. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Commendation to Chuck Carter for his outstanding contribution to the ongoing water quality issues in the Channel Islands Harbor.

Mayor Zaragoza read the Commendation and delivered it to Chuck Carter. Chuck Carter joined the Council on the dais to accept the Commendation, thanked the Council, and spoke briefly.

Public comment was received from Joan Tharp.

G. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

No public comments were received.

H. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

1. City Manager Department

SUBJECT: Local Government Fun Fact: Comparative Cities Demographics.

RECOMMENDATION: That the Public and City Council receive a City Manager discussion about Oxnard's utilities rates as compared with other cities in the region.

Alex Nguyen, City Manager, provided community updates.

Michael Wolfe, Public Works Director, provided Oxnard's utility rates as compared with other cities in the region.

Public comment was received from Pat Brown.

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

The members of the Council provided brief announcements regarding their various activities. Councilmember Perello requested that a future agenda item be added to address religious icon and the separation of church and state.

J. REVIEW OF INFORMATION/CONSENT AGENDA

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

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comment was received from Greg Runyon.

L. INFORMATION/CONSENT AGENDA1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of July 5, 18, and 27, 2023, regular meetings as presented.

2. City Attorney Department

SUBJECT: Resolution Commending Eleanor Ebdon for over Twenty-Two Years of Service to the City of Oxnard.

RECOMMENDATION: That the City Council adopt a **Resolution No. 15,739** commending Eleanor Ebdon for over twenty-two years of service to the City of Oxnard.

(This item did not originate in Committee.)

3. Police Department

SUBJECT: Officer Wellness and Mental Health Grant.

RECOMMENDATION: That the City Council adopt a **Resolution No. 15,740:**

1. Accepting a grant from the Board of State and Community Corrections (BSCC) California in the amount of \$152,351.94 for officer wellness and mental health, with no matching funds requirement; and

2. Authorizing the City Manager or designee to execute the grant agreement and appropriate funds for the grant award; and

3. Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims for the use of officer wellness and mental health funds award; and

4. Authorizing the Chief of Police or designee to submit all program-related progress or status reports.

(This item did not originate in Committee)

4. Public Works Department

SUBJECT: Trade Services Agreement 32400020 with Blackpointe Group Construction & Management Inc., for On-Call Storm Channel Cleaning Services.

RECOMMENDATION: That the City Council approve and authorize the execution of an Agreement with Blackpointe Group Construction & Management Inc. (Blackpointe), for an amount not to exceed \$900,000 for a three-year term ending September 19, 2026, for On-Call Storm Channel Cleaning Services for the Public Works Department.

(Public Works and Transportation Committee approved 3-0)

5. Public Works Department

SUBJECT: Trade Services Agreement 32400014 with SNF Polydyne Inc. dba Polydyne Inc. for the Supply and Delivery of Cationic Polymer to the Wastewater Division.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an agreement with SNF Polydyne Inc. dba Polydyne Inc. (Polydyne) for an initial one-year term through September 6, 2024, with the option to extend through September 6, 2026, for a total

contract not-to-exceed amount of \$900,000, if extended, for the supply and delivery of cationic polymer to the Wastewater Division.

(Public Works and Transportation Committee approved 3-0.)

6. City Manager Department

SUBJECT: 2024 Meeting Schedule for Legislative Bodies.

RECOMMENDATION: That City Council, Community Development Commission Successor Agency, Financing Authority, and Housing Authority adopt the proposed meeting dates for the calendar year 2024.

(This item did not originate in Committee.)

7. Police Department

SUBJECT: Audit Services with Eadie & Payne, LLP for the 2020-2023 California Violence Intervention and Prevention (CalVIP) Grant

RECOMMENDATION: That the City Council approve an agreement in the amount not to exceed \$25,000 with Eadie and Payne, LLP to perform an audit of the 2020-2023 California Violence Intervention and Prevention (CalVIP) grant.

(This item did not originate in Committee)

8. Fire Department

SUBJECT: Response to Grand Jury Finding and Recommendation

RECOMMENDATION: That the City Council comment to the Presiding Judge of the Superior Court on the findings and recommendations pertaining to matters under the Council's control related to the Ventura County Grand Jury Report "Water Availability for Wildfires in Ventura County" dated June 12, 2023, and the Mayor also comment on the findings and recommendations and submit such comments through the form titled "Response to 2022-2023 Ventura County Grand Jury Report Form."

(This item did not originate in Committee)

9. Public Works Department

SUBJECT: First Amendment to Professional Services Agreement A-8491 with Tetra Tech, Inc. for Professional Engineering Services for the Kamala and Hobson Cast Iron Pipe Replacement Project PW 22-83.

RECOMMENDATION: That the City Council approve and authorize the execution of a First Amendment to a Professional Services Agreement with Tetra Tech, Inc. (Tetra Tech) to increase the not to exceed amount from \$850,000 to \$947,000 for additional design work required for the Kamala and Hobson Cast Iron Pipe Replacement Project.

(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.)

**Consent Items L.1 – L.9**



*It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Valenzuela Zavala, to approve the recommended action with the correction to the July 5, 2023 minutes, agenda item G.1 (Local Government Fun Fact), to remove the word “counties” in the first sentence, to read as follows:*

*The City Manager, Alex Nguyen, provided statistics from the California Department of Education on the Best Schools in Ventura County and the Ventura County School District Performance to offer a comparison of how public school systems in the community and ~~counties~~ surrounding the City of Oxnard are doing. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, Valenzuela Zavala, and Zaragoza voted in favor; the motion passed 7-0.*

#### M. PUBLIC HEARINGS

##### 1. City Manager Department

SUBJECT: Resolution Declaring Results of Majority Protest Proceedings, adoption of Resolution and Second Reading and Adoption of the Ordinance to Renew the Oxnard Tourism Marketing District. (10 minutes)

RECOMMENDATION: That the City Council:

1. Hold a final public hearing, declare results of the majority protest proceeding, and adopt a **Resolution No. 15,741** renewing the Oxnard Tourism Marketing District; and
2. Adopt **Ordinance No. 3030** adding Sections 13-3 through 13-13 to Article 1.5 of Chapter 13 of the Oxnard City Code regarding the Oxnard Tourism Marketing District.

(This item did not originate in Committee. Related items were heard at the June 29, 2023 and July 18, 2023 Council meetings.)

The Interim City Clerk announced that the notices required by law have been mailed to record business owners within the proposed district and that no written communications have been received.

Ashley Golden, Assistant City Manager, posted a video presentation and was available to answer questions.

Mayor Zaragoza opened the public testimony portion of the public hearing. Public comment was received from Pat Brown.

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

The Interim City Clerk announced that written protests were not received from owners or authorized representatives of businesses in the proposed district that will pay 50 percent or more of the assessments proposed to be levied. A majority protest has not been achieved.

*It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Teran, to approve the recommended action as presented. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, Valenzuela Zavala, and Zaragoza voted in favor; the motion passed 7-0.*

#### N. REPORTS

##### 1. City Attorney Department

SUBJECT: Omnibus City Code Update. (10 minutes)

RECOMMENDATION: That the City Council approve the introduction and first reading by title only and waive further reading of an ordinance titled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING

VARIOUS SECTIONS OF THE OXNARD CITY CODE TO ADDRESS CHANGES IN STATE LAW, CORRECT ERRORS, AND UPDATE GENDER-NEUTRAL REFERENCES."

(The Finance & Governance Committee approved 3-0 on July 25, 2023)

Jason Zaragoza, Deputy City Attorney, and Stephen Fischer, City Attorney, were available to answer questions. No public comments were received. Discussion ensued among the council and staff.

*It was moved by Councilmember Perello, seconded by Councilmember Madrigal, to approve the recommended action as presented. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, Valenzuela Zavala, and Zaragoza voted in favor; the motion passed 7-0.*

2. Public Works Department

SUBJECT: Draft Ventura County Stormwater Permit Implementation and Cost-Sharing Agreement A-8537. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize the Mayor to sign, once finalized, the Ventura County Stormwater Permit Implementation and Cost-Sharing Agreement (Agreement) with the County of Ventura, the Ventura County Watershed Protection District, and the Cities of Camarillo, Fillmore, Moorpark, Ojai, Port Hueneme, San Buenaventura, Santa Paula, Simi Valley, and Thousand Oaks.

(This item did not originate in Committee)

Michael Wolfe, Public Works Director, was available to answer questions. Public comment was received from Pat Brown. Discussion ensued among the council and staff.

Prior to consideration of this item, Councilmember Teran recused himself and announced his conflict due to his professional relationship with the Ventura County Public Health Department.

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

3. Public Works Department

SUBJECT: Public Project Agreement 32400076 with Toro Enterprises, Inc. for Neighborhood Street Resurfacing Kamala Park And Bartolo Square South Project, Specification No. PW 23-104. (10 mins)

RECOMMENDATION: That the City Council approve and authorize:

1. A total of \$4,170,133.72 in Project funds for the Neighborhood Street Resurfacing Kamala Park And Bartolo Square South Project, Specification No. PW 23-104 (Project No. C2209);
2. The Mayor to execute an Agreement with Toro Enterprises, Inc. in the amount of \$3,475,111.72 for the Project;
3. Authorize a Project contingency amount of \$347,511 (10%) with Toro Enterprises, Inc. for a total not to exceed value of \$3,822,622.72 for the Project; and
4. A Project allocation amount of \$347,511 (10%) for engineering, inspection, survey and project management for the Project.

(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.)

Michael Wolfe, Public Works Director, was available to answer questions. Public comment was received from Pat Brown. Discussion ensued among the council and staff.

*It was moved by Councilmember Valenzuela Zavala, seconded by Councilmember Basua, to approve the recommended action as presented. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, Valenzuela Zavala, and Zaragoza voted in favor; the motion passed 7-0.*

At the conclusion of agenda item N.3, at 7:45 p.m., the City Council recessed into a closed session. At 8:02 p.m., the City Council reconvened in an open session. Stephen Fischer, City Attorney, announced that no reportable actions resulted from closed session on items C.2 and C.3.

O. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 8:03 p.m.

---

DEE LAI  
Interim City Clerk

---

JOHN C. ZARAGOZA  
Mayor



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

**DATE:** October 3, 2023  
**TO:** City Council  
**FROM:** Jason Benites, Police Chief, (805) 385-7624, jason.benites@oxnardpd.org  
**SUBJECT:** ABC-OTS Local Law Enforcement Grant FY 23-24

**RECOMMENDATION**

That the City Council adopt a resolution authorizing:

1. The City Manager to apply for \$40,000 in grant funds from the Department of Alcoholic Beverage Control and the Office of Traffic Safety to be used for overtime to conduct four (4) Minor Decoy Operations, four (4) Shoulder Tap Operations, four (4) IMPACT Inspections and 5 Holiday Enforcements;
2. The City Manager or designee to execute grant agreements and appropriate funds upon confirmation of the grant award;
3. The Chief Financial Officer or designee to submit financial reports and grant claims and approve budget appropriations for the use of ABC-OTS Grant funds; and
4. The Chief of Police or designee to submit all program-related progress or status reports.

(This item did not originate in Committee.)

**BACKGROUND**

The Department of Alcoholic Beverage Control (ABC) and the Office of Traffic Safety are awarding grant funding to local law enforcement agencies to be utilized for the Minor Decoy Program, Shoulder Tap Program, IMPACT Inspections and Holiday Enforcement operations.

The Oxnard Police Department is committed to reducing alcohol-related crimes and improving the quality of life for community members through innovative approaches and proven techniques while working closely with outside agencies. The City of Oxnard will apply for \$40,000 in grant funds to be used to fund personnel costs for overtime to conduct four (4) Minor Decoy Operations, four (4) Shoulder Tap Operations, and four (4) IMPACT Inspections, five (5) Holiday Enforcements. The increased ABC enforcement will increase awareness and help to reduce the use of alcohol by minors.

The goal of the Minor Decoy Program is to reduce the number of licensees who sell alcoholic beverages to minors. The Minor Decoy Program is an important and effective tool for law enforcement officials in combating sales of alcoholic beverages to persons under the age of 21 years. Local law enforcement agencies began using the program in the early 1980s. On April 4, 1994, the California Supreme Court issued a unanimous decision upholding the underage decoys by law enforcement officials.

The Shoulder Tap Program targets adults who furnish alcoholic beverages to minors. "Shoulder Tapping" refers to the practice used by minors to obtain alcohol from adult strangers near off-sale retail outlets. An underage decoy approaches adults outside an alcohol outlet and requests that the adult purchase alcohol on their behalf. Both the Minor Decoy and Shoulder Tap Programs are conducted under the strict supervision of law enforcement officers.

The Oxnard Police Explorer Program will volunteer two minors to be used as decoys during each operation. Local ABC Agents will work with the Oxnard Police Department in each operation. The results of each operation will be published through multiple forms of social and traditional media.

The IMPACT inspections will allow the Oxnard Police Department to partner with local licensees and remind them of the responsibilities and accountability associated with the sale of alcohol. Officers will also inspect licensed premises for compliance with state and local laws.

The Police Department seeks to accomplish the following goals and objectives by securing this grant funding:

- Reduce the number of establishments selling alcohol to minors.
- Reduce the number of adults purchasing alcohol for minors.
- Promote awareness that providing alcohol to minors is illegal, and those that do will be prosecuted.

## **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**

Upon notification of the grand award, staff will recognize revenue and appropriate expenditures in Fiscal Year 2023-24 in the State Grant Fund (Fund 210) for a total of \$40,000. The grant does not require ongoing or one-time City matching contributions.

## **COMMITTEE OUTCOME**

This item did not originate in Committee.

*Prepared by: Edgar Fernandez, Police Commander*

## **ATTACHMENTS**

1. ABC-OTS Local Enforcement Grant (Oxnard P.D.)
2. Resolution - ABC-OTS Grant FY 23-24 (revised)

# **ABC-OTS Local Enforcement Grant**

**To: Department of Alcoholic Beverage Control**

**Attn: Diana Fouts-Guter, Grant Unit**

**3927 Lennane Drive, Suite #100**

**Sacramento, CA. 95834**

**From: Oxnard Police Department**

**Attn: Corporal Steven M. Ramirez II**

**251 S. "C" Street**

**Oxnard, CA. 93030**

**Required Grant Forms: Due by September 08, 2023**

- Letter of Interest
- Budget Estimate (Exhibit 1)
- OTS Crash Ranking Results (Exhibit 2)





# OXNARD POLICE DEPARTMENT

*Protecting Our Community with Exceptional Service*

**CHIEF OF POLICE**  
Jason Benites

**ASSISTANT POLICE CHIEF**  
Denise S. Morehouse

**ASSISTANT POLICE CHIEF**  
Christopher Williams

---

251 SOUTH C STREET, OXNARD, CALIFORNIA 93030-5789 \* (805) 385-7600 \* <http://oxnardpd.org>

August 23, 2023

Department of Alcoholic Beverage Control  
Attn: Diana Fouts-Guter, Grant Unit  
3927 Lennane Drive, Suite #100  
Sacramento, CA 95834

Dear Ms. Fouts-Guter,

The City of Oxnard Police Department requests funding from the ABC-OTS Local Enforcement Grant to conduct Minor Decoy Operations, Shoulder Tap Operations, IMPACT Inspections, and Holiday Enforcement Operations.

## Summary

The Oxnard Police Department is comprised of 373 employees, of which 246 are sworn officers and 127 are civilian support staff. The City of Oxnard has a resident population of approximately 202,000 people over an area of approximately 27 square miles. The demographics of Oxnard are made up of 75% Hispanic, 13% White, 7% Asian, 2% African-American, and 3% Other. Oxnard has 360 ABC Active Retail Licenses – the most of any jurisdiction in Ventura County.

The Oxnard Police Department will conduct ABC approved Minor Decoy Operations, Shoulder Tap Operations, IMPACT Inspections, and Holiday Enforcement by using \$40,000 in grant funds to finance officer overtime. The goal of the project is to increase awareness of the consumption of alcohol by minors and enhance the Department's efforts to reduce alcohol-related crimes and other issues related to the consumption of alcohol by minors.

## Problem Statement

According to the 2020 California Office of Traffic Safety (OTS) Rankings, Oxnard has the 5th highest rate with 149 victims killed or injured where alcohol was involved and the 5th highest overall rate of Total Fatal and Injury collisions with 1,217. Oxnard is ranked 1st in the state in rate for less than 21 years of age that had been drinking. Alcohol continues to be a significant challenge to the Department with regards to keeping the City's roadways safe. The Oxnard Police Department remains committed to lowering these statistics through a multi-faceted approach, including enforcement of alcohol-related laws and through public education and awareness. The Department continues to work towards its goal of reducing alcohol-related collisions by developing comprehensive and effective strategies; however, as with many other issues, problem-solving techniques cannot be executed without funding sources.

### Project Description

The Oxnard Police Department seeks to accomplish the following goals and objectives:

- Partner with ABC and Ventura County District Attorney to increase the number of prosecutions and enforcement of ABC licensees.
- Reduce the number of establishments selling alcohol to minors.
- Reduce the number of adults purchasing alcohol for minors.
- Promote public awareness that providing alcohol to minors is illegal and those that do will be prosecuted. This will include press releases detailing the results of Minor Decoy and Shoulder Tap Operations.

The Department will utilize ABC funding for overtime salary and benefits of police personnel to conduct the following operations during the grant period:

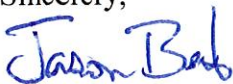
- 4 Minor Decoy Operations, 4 Shoulder Tap Operations, 4 IMPACT Inspections, 5 Holiday Enforcements in various locations throughout the City of Oxnard. The grant funding will allow four officers to conduct the operations at locations deemed to be problem areas by officers and members of the community. The Oxnard Police Explorer Program will volunteer two minors to be used as decoys during each operation. Local ABC Agents will continue to work hand in hand with the Oxnard Police Department in each operation. The Oxnard Police Department will publish the results of the operations through multiple forms of social media, including Facebook, Nextdoor.com, etc., and via media releases.

The ABC-OTS Local Enforcement Grant Project Director will be Corporal Steven Ramirez II, who has been an officer with the Oxnard Police Department since 2003. Corporal Ramirez currently serves as the Oxnard Police Department Alcohol Compliance Officer. Corporal Ramirez' duties require he work closely with ABC Agents in Ventura County to reduce calls for service and investigate any alcohol related violations associated with ABC licensed establishments in Oxnard. The Oxnard Police Department was awarded the ABC-OTS grant in 2022-2023 and Corporal Ramirez served as the Grant Project Director. Corporal Ramirez conducted several Minor Decoy and Shoulder Tap Operations, which resulted in numerous arrests for furnishing alcohol to minors. He will coordinate all grant activities, track the effectiveness of each operation and submit reports and evaluations as required. Financial tracking and reporting will be provided by Police Finance and Grants Manager Delia Campbell.

### Final Summary

The City of Oxnard requests \$40,000 to fund personnel costs for overtime to conduct 4 Minor Decoy Operations, 4 Shoulder Tap Operations, 4 IMPACT Inspections, and 5 Holiday Enforcements. The increased ABC enforcement will increase awareness and help to reduce the use of alcohol by minors. The Oxnard Police Department is committed to the reduction of alcohol related crimes and improving the quality of life for community members through innovative approaches and proven techniques while working closely with outside agencies.

Sincerely,



Jason Benites  
Chief of Police



**EXHIBIT 1****BUDGET ESTIMATE**

| <b>BUDGET CATEGORY AND LINE-ITEM DETAIL</b>                                                       | <b>COST</b>                                    |
|---------------------------------------------------------------------------------------------------|------------------------------------------------|
| <b>A. Personnel Overtime</b><br>(October 1, 2023, through August 31, 2024)                        | (Round all budget amounts to nearest \$100.00) |
| 1. Sergeant (73 hours)                                                                            | \$8800                                         |
| 2. Corporal (97 hours)                                                                            | \$10,500                                       |
| 3. Officer – POII (170 hours)                                                                     | \$15,900                                       |
| <b>TOTAL PERSONNEL OVERTIME SALARIES</b>                                                          | <b>\$35,200</b>                                |
| <b>B. Personnel Overtime Benefits (actual cost)</b><br>(October 1, 2023, through August 31, 2024) |                                                |
| 1. Sergeant                                                                                       | \$900                                          |
| 2. Corporal                                                                                       | \$1000                                         |
| 3. Officer – POII                                                                                 | \$1600                                         |
| <b>TOTAL PERSONNEL OVERTIME BENEFITS</b>                                                          | <b>\$3500</b>                                  |
| <b>TRAVEL/LODGING/PER-DIEM (for the one-day training)</b>                                         | <b>\$1300</b>                                  |
| <b>TOTAL BUDGE ESTIMATE (Maximum \$40,000)</b>                                                    | <b>\$40,000</b>                                |

**Training will be held Tuesday, October 17, 2023, in Sacramento**

**Training hours will be approximately 10:00 am – 3:00 pm**

**Note: Applicant agency is to specify the position classification titles used in their agency. ROUND ALL BUDGET AMOUNTS TO THE NEAREST \$100.**

# OTS Crash Rankings Results

## OTS CRASH RANKINGS

[Click here to see how it's done now.](#)

Select a Year and City/County from the drop-down lists and click on the Submit Button.

**Year:**

2020

**City and County:**

Oxnard

Submit

What are the OTS Rankings?



How are the OTS Rankings determined?



How to Read and Understand the OTS Rankings



| Agency | Year | County         | Group | Population (Avg) | DVMT    |
|--------|------|----------------|-------|------------------|---------|
| Oxnard | 2020 | VENTURA COUNTY | B     | 200480           | 1217813 |

| TYPE OF CRASH          | VICTIMS KILLED & INJURED | OTS RANKING |
|------------------------|--------------------------|-------------|
| Total Fatal and Injury | 1217                     | 5/61        |

|                                  |     |       |
|----------------------------------|-----|-------|
| Alcohol Involved                 | 149 | 5/61  |
| Had Been Drinking Driver < 21    | 12  | 1/61  |
| Had Been Drinking Driver 21 - 34 | 32  | 15/61 |
| Motorcycles                      | 45  | 17/61 |
| Pedestrians                      | 72  | 11/61 |
| Pedestrians < 15                 | 8   | 5/61  |
| Pedestrians 65+                  | 9   | 17/61 |
| Bicyclists                       | 59  | 10/61 |
| Bicyclists < 15                  | 8   | 3/61  |
| Composite                        | 601 | 3/61  |

| TYPE OF CRASH               | FATAL & INJURY CRASHES | OTS RANKING |
|-----------------------------|------------------------|-------------|
| Speed Related               | 165                    | 8/61        |
| Nighttime (9:00pm - 2:59am) | 108                    | 8/61        |

|             |     |      |
|-------------|-----|------|
| Hit and Run | 135 | 6/61 |
|-------------|-----|------|

| TYPE OF ARRESTS | ARRESTS | OTS RANKING* |
|-----------------|---------|--------------|
| DUI Arrests     | 523     | 58/61        |





CITY COUNCIL OF THE CITY OF OXNARD

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD  
APPROVING SUBMITTAL OF GRANT APPLICATION FOR THE  
ALCOHOLIC BEVERAGE CONTROL (ABC) & OFFICE OF TRAFFIC SAFETY (OTS)  
LOCAL LAW ENFORCEMENT GRANT

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

WHEREAS, the Police Department has requested that City Council approve the submission of an application to the Department of Alcoholic Beverage Control for \$40,000 in grant funds, to be used to conduct Minor Decoy Operations, Shoulder Tap Operations, IMPACT Inspections and Holiday Enforcement.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of a grant application by the City Manager for grant funds to be used to conduct Minor Decoy Operations, Shoulder Tap Operations, IMPACT Inspections, Holiday Enforcement and resolves to recognize grant revenue in the amount of \$40,000 from the Department of Alcoholic Beverage Control. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Finance Director or designee is authorized to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds; and the Chief of Police or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED THIS 3 day of October 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
John Zaragoza, Mayor

ATTEST:

\_\_\_\_\_  
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

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



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

**DATE:** October 3, 2023  
**TO:** City Council  
**FROM:** Jason Benites, Police Chief, (805) 385-7624, jason.benites@oxnardpd.org  
**SUBJECT:** Resolution Commending Timothy Kelley for over Twenty-Seven Years of Service to the City of Oxnard

**RECOMMENDATION**

That the City Council adopt a resolution commending Timothy Kelley for over twenty-seven years of service to the City of Oxnard Police Department.

(This item did not originate in Committee.)

**BACKGROUND**

Timothy Kelley began his law enforcement career in January of 1996 as a Public Safety Trainee for the City of Oxnard.

Throughout his career, Commander Kelley held a wide variety of assignments within the Police Department, including: Field Training Officer; Special Enforcement Unit / SWAT Team Officer, Senior Police Officer, and Police Sergeant. As a Sergeant, he served in the roles of: Professional Standards Training Sergeant; Neighborhood Policing Sergeant in District 3 (which includes the Colonia, Cal Gisler, and Lemonwood Neighborhoods); Patrol Support Division/Traffic Sergeant; and Internal Affairs Sergeant. At the rank of Commander, he oversaw the Special Operations Division, which includes the Special Enforcement Unit / SWAT Team, K-9 Unit, Firearms Training Unit, and Force Options Unit.

Commander Kelley's contributions to the Police Department are many. He was a Force Options Instructor/Supervisor and a Defensive Tactics Instructor/Supervisor.

Over the course of his career, Commander Kelley has received numerous awards and commendations, including the Medal of Valor, and the Chiefs Award of Excellence.

We extend our best wishes to Commander Kelley on his retirement, and thank him for his dedicated service to the City of Oxnard.

**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: Nellie Estrada, Administrative Assistant*

**ATTACHMENTS**

1. Timothy Kelley Resolution dl

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD  
COMMENDING TIMOTHY KELLEY FOR OVER TWENTY-SEVEN YEARS OF  
OUTSTANDING SERVICE TO THE CITY OF OXNARD

WHEREAS, Timothy Kelley has given over twenty-seven years of outstanding service to the City of Oxnard as a member of the Oxnard Police Department; and

WHEREAS, Timothy Kelley began his law enforcement career in January of 1996 as a Public Safety Trainee for the City of Oxnard; and

WHEREAS, throughout his career, Commander Kelley held a wide variety of assignments within the Police Department, including Field Training Officer; SEU/SWAT Officer, Senior Officer, and Sergeant; Training Sergeant; District 3 (Colonia Neighborhood) Sergeant; Patrol Support/Traffic Sergeant; Internal Affairs Sergeant; and Special Operations Commander; and

WHEREAS, Commander Kelley's contributions to the Police Department are many. He was a Force Options Instructor/Supervisor and a Defensive Tactics Instructor/Supervisor; and

WHEREAS, over the course of his career, Commander Kelley has received numerous awards and commendations, including the Medal of Valor and the Chiefs Award of Excellence; and

WHEREAS, Commander Kelley through his positive interactions has earned the respect of his fellow Officers, City employees, and the community. He has developed countless friendships and partnerships within our City; and

NOW, THEREFORE, the City Council of the City of Oxnard resolves to commend, recognize, and extend its gratitude to Commander Timothy Kelley for over twenty-seven years of dedicated service to the City of Oxnard. We extend our best wishes for a fun and fulfilling retirement with family and friends.

PASSED AND ADOPTED THIS 3rd day of October 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



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

**DATE:** October 3, 2023  
**TO:** City Council  
**FROM:** Jason Benites, Police Chief, (805) 385-7624, jason.benites@oxnardpd.org  
**SUBJECT:** Edward Byrne Memorial Justice Assistance Grant Program FY2023 Local JAG

**RECOMMENDATION**

That City Council adopt a resolution:

1. Ratifying the prior execution and submission of an application for U.S. Department of Justice (DOJ) grant funds in the amount of \$107,288 from the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY2023 Local Solicitation with no matching fund requirement;
2. Authorizing the City Manager to execute a Memorandum of Understanding with the County of Ventura and the City of San Buenaventura designating the City of Oxnard as the lead agency and fiscal agent for the JAG;
3. Authorizing the City Manager or designee to execute grant agreements and appropriate funds upon notification of the grant award;
4. Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims and approve administrative budget appropriation for the use of JAG funds upon award; and
5. Authorizing the Chief of Police or designee to submit all program related progress or status reports.

(This item did not originate in Committee.)

**BACKGROUND**

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funded projects may address crime through the provision of services directly to individuals and/or communities by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures. A recent JAG funding allocation list provided by the Bureau of Justice Assistance (BJA) announced that the combined award amounts for agencies within Ventura County totals \$107,288. Of this amount, the City of Oxnard is eligible to receive an award of \$62,440. Matching funds are not required.

BJA requires that a joint application be submitted by agencies within Ventura County. The City of Oxnard, whose award amount is 58% of the overall JAG award eligibility among Ventura County and its cities, will serve as the grant's lead agency. The lead agency will submit the application on behalf of all parties, and will receive the award, and then disburse it to the other grantees within Ventura County. The City of Oxnard intends to reallocate ten percent (10%), or \$10,728 of the total countywide award eligibility to the City of Oxnard for costs related to administering the grant.

Of the \$107,288 in countywide JAG funding, the awards will be distributed as follows:



| Agency           | Agency Base Award Eligibility | 10% Administration Fee | Agency Adjusted Award Amount | Oxnard Total |
|------------------|-------------------------------|------------------------|------------------------------|--------------|
| Oxnard City      | \$62,440                      | \$6,244                | \$56,196                     | \$66,924     |
| San Buenaventura | \$33,890                      | \$3,389                | \$30,501                     |              |
| Ventura County   | \$10,958                      | \$1,095                | \$9,863                      |              |
| Total            | \$107,288                     | \$10,728               | \$96,560                     |              |

Funds from this grant can be used to improve or enhance law enforcement programs and preserve and/or create jobs, which may include equipment/supplies, training, personnel, and/or contractual support. Grantees may utilize JAG funds for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, as well as research and evaluation activities that will improve or enhance law enforcement programs related to criminal justice. The grant monies may not supplant or replace funds that have been appropriated for the same purpose.

The Oxnard Police Department will apply its \$56,196 share of the JAG award towards updating the workstations in the Communication Center, and the purchase of a Virtual Reality computer system that will train officers in de-escalation techniques.

The application deadline for JAG grant funding was August 31, 2023.

## **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.

## **FINANCIAL IMPACT**

Approval of this recommendation will authorize grant revenue recognition and appropriation of the funds upon award. There is no impact on the General Fund, as the grant does not require any matching contribution. The funding will serve to supplement public safety and will not supplant existing efforts.

## **COMMITTEE OUTCOME**

This item did not originate in Committee.

*Prepared by: Delia Campbell, Police Finance Manager*

## **ATTACHMENTS**

1. Application for Federal Assistance (SF-424) [V4.0]
2. Resolution

## Application for Federal Assistance SF-424

\* 1. Type of Submission:

- ☐ Preapplication  
☒ Application  
☐ Changed/Corrected Application

\* 2. Type of Application:

- ☒ New  
☐ Continuation  
☐ Revision

\* If Revision, select appropriate letter(s):

\* Other (Specify):

\* 3. Date Received:

Completed by Grants.gov upon submission.

4. Applicant Identifier:

081790214

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

### State Use Only:

6. Date Received by State:

7. State Application Identifier:

### 8. APPLICANT INFORMATION:

\* a. Legal Name:

CITY OF OXNARD

\* b. Employer/Taxpayer Identification Number (EIN/TIN):

956000756

\* c. UEI:

JKLUB9N3DXH7

### d. Address:

\* Street1:

305 WEST THIRD STREET

Street2:

\* City:

OXNARD

County/Parish:

VENTURA

\* State:

CA: California

Province:

\* Country:

USA: UNITED STATES

\* Zip / Postal Code:

93030-5790

### e. Organizational Unit:

Department Name:

OXNARD POLICE DEPARTMENT

Division Name:

### f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

MS.

\* First Name:

DELIA

Middle Name:

\* Last Name:

CAMPBELL

Suffix:

Title: POLICE FINANCE MANAGER

Organizational Affiliation:

\* Telephone Number:

805-385-7612

Fax Number:

\* Email: delia.campbell@oxnardpd.org

## Application for Federal Assistance SF-424

### \* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

### \* 10. Name of Federal Agency:

Bureau of Justice Assistance

### 11. Catalog of Federal Domestic Assistance Number:

16.738

CFDA Title:

Edward Byrne Memorial Justice Assistance Grant Program

### \* 12. Funding Opportunity Number:

0-BJA-2023-171790

\* Title:

BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

### 13. Competition Identification Number:

C-BJA-2023-00105-PROD

Title:

Category 2-Applicants with eligible allocation amounts of \$25,000 or more

### 14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

### \* 15. Descriptive Title of Applicant's Project:

COUNTY OF VENTURA FY2023 JUSTICE ASSISTANCE GRANT

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|
| <b>Application for Federal Assistance SF-424</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                     |
| <b>16. Congressional Districts Of:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                     |
| * a. Applicant                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | CA26                                                |
| * b. Program/Project                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | CA26                                                |
| Attach an additional list of Program/Project Congressional Districts if needed.                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                     |
| <input type="text"/> <input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>                                                                                                                                                                                                                                                                                                                                           |                                                     |
| <b>17. Proposed Project:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                     |
| * a. Start Date:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 10/01/2022                                          |
| * b. End Date:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 09/30/2026                                          |
| <b>18. Estimated Funding (\$):</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                     |
| * a. Federal                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 107,288.00                                          |
| * b. Applicant                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 0.00                                                |
| * c. State                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 0.00                                                |
| * d. Local                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 0.00                                                |
| * e. Other                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 0.00                                                |
| * f. Program Income                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 0.00                                                |
| * g. TOTAL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 107,288.00                                          |
| <b>* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?</b>                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                     |
| <input checked="" type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on 08/24/2023 .                                                                                                                                                                                                                                                                                                                                                   |                                                     |
| <input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.                                                                                                                                                                                                                                                                                                                                                                                              |                                                     |
| <input type="checkbox"/> c. Program is not covered by E.O. 12372.                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                     |
| <b>* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)</b>                                                                                                                                                                                                                                                                                                                                                                                                 |                                                     |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                     |
| If "Yes", provide explanation and attach                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                     |
| <input type="text"/> <input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>                                                                                                                                                                                                                                                                                                                                           |                                                     |
| <b>21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)</b> |                                                     |
| <input checked="" type="checkbox"/> ** I AGREE                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                     |
| ** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.                                                                                                                                                                                                                                                                                                                                          |                                                     |
| <b>Authorized Representative:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                     |
| Prefix:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <input type="text"/> <div>* First Name: JASON</div> |
| Middle Name:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input type="text"/>                                |
| * Last Name:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | BENITES                                             |
| Suffix:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <input type="text"/>                                |
| * Title:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | CHIEF OF POLICE                                     |
| * Telephone Number:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 805-385-7624                                        |
| Fax Number:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <input type="text"/>                                |
| * Email:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | jason.benites@oxnardpd.org                          |
| * Signature of Authorized Representative:                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Completed by Grants.gov upon submission.            |
| * Date Signed:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Completed by Grants.gov upon submission.            |

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING SUBMITTAL OF GRANT APPLICATION AND APPROVING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING DESIGNATING THE CITY OF OXNARD AS THE LEAD AGENCY AND FISCAL AGENT FOR GRANT FUNDS

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

WHEREAS, U.S. Department of Justice grant funds in the amount of \$107,288 from the Edward Byrne Justice Assistance Grant (JAG) Program has been allocated to law enforcement agencies within the County of Ventura; and

WHEREAS, a joint application for JAG funds must be submitted by law enforcement agencies within the County of Ventura; and

WHEREAS, the County of Ventura and the City of San Buenaventura have designated the City of Oxnard as the lead agency and fiscal agent for the JAG; and

WHEREAS, the Police Department has requested the City Council approve the submittal of a joint application to the U.S. Department of Justice for \$107,288 in JAG funds, with the City's portion to be used to purchase computer equipment for the Virtual Reality system and update the workstation in the Communication Center.

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

1. The City Manager is authorized to execute and submit a grant application for the Edward Byrne Memorial Assistance Grant (JAG) Program.
2. The City Manager is authorized to execute a Memorandum of Understanding with the County of Ventura and the City of San Buenaventura, designating the City of Oxnard as the lead agency and fiscal agent for the JAG.
3. The City Manager or designee is authorized to execute grant agreements.
4. The Chief Financial Officer or designee is authorized to submit financial reports and grant claims and approve administrative budget adjustments for the use of the grant funds.
5. The Chief of Police or designee is authorized to submit all program related progress or status reports.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

---

John 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. L.5**

**DATE:** October 3, 2023  
**TO:** City Council  
**FROM:** Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org  
**SUBJECT:** Second Amendment to Agreement A-8141 with Dokken Engineering for Mandalay Bay Bridge and Edison Canal Bridge, Specification No. PW 18-61.

**RECOMMENDATION**

That the City Council approve and authorize the Mayor to execute a Second Amendment with Dokken Engineering in the amount of \$50,118 for a new not to exceed contract value of \$343,612 to continue to provide Professional Engineering Services associated with the Mandalay Bay Bridge and Edison Canal Bridge, Project Nos. C1306 and C1307.

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

**BACKGROUND**

The Mandalay Bay Bridge and Edison Canal Bridge are located on Channel Island Boulevard between Harbor Boulevard and Victoria Avenue and are approximately 900 feet apart. Caltrans operates a federally mandated Bridge Inspection Program under Title 23 of the United States Code. Following Caltrans' biennial inspection, the bridges were determined to need refurbishment and rehabilitation repairs. While the scope of work for the two bridges is similar, Caltrans identifies, inspects, and provides funding for each bridge separately. With Caltrans funding determination, the projects are identified as the Channel Islands Boulevard Bridge, Bridge No. 52C-0108, Federal Project No. BHLS-5129(069) and Edison Canal Channel Bridge, Bridge No. 52C-0095, Federal Project No. BHLS-5129(070).

To provide more efficiency, staff is concurrently working on both bridge projects and recommends continuing a single construction support professional services contract award. Work will include, but is not limited to, bird nesting monitoring, coordination with wildlife agencies, environmental awareness training, construction site meetings, shop drawings and submittal reviews, requests for information, change requests, and as-builts and record drawings reviews.

**Capital Improvement Program (CIP) Reference:**

Project No. **C1306 and C1307** – The Mandalay Bay & Edison Canal Bridge Rehabilitation - Construction Phase PW 18-61 - CIP 2022-2027 - Adopted May 3, 2022 – Page 61 & 54.

**DISCUSSION**

Dokken Engineering Amendment No. 2

City Council approved Agreement A-8141 and the first Amendment with Dokken Engineering to provide Professional Services and Construction Support for the project.

- Approved Agreement – June 4, 2019 - \$201,914
- Approved First Amendment – December 20, 2022 - \$91,580

- Proposed Second Amendment – proposed October 3, 2023 – \$50,118
- Total proposed contract: \$343,612

The first amendment, approved by the City Council in December 2022, was for \$91,580. The proposed Second Amendment is an additional \$50,118 for environmental and construction support professional services at the Edison Canal Bridge and Mandalay Bay Bridge Rehabilitation project. The project is currently being constructed and is anticipated to be completed in Fall 2023. The proposed second amendment is for biologist monitoring work and additional construction support professional service hours. The First Amendment agreement did not initially contemplate the biologist's active bird nesting monitoring. Due to the proximity of the bird nests to the project activities, it was necessary to add the biologist work to comply with the California Department of Fish and Wildlife, 1602 Operation of Law Letter, and the Migratory Bird Treaty Act. The additional hours for construction support professional services are for unforeseen structural conditions and observations discovered during ongoing project activities. The current agreement, estimated in fiscal year 2022, included 202 hours of construction support professional services at Mandalay Bay Bridge and 142 hours at Edison Canal Bridge. The second amendment adds 20 site visits for bird nesting monitoring while increasing the construction support professional service hours by 70 hours at Edison Canal Bridge and 30 hours at Mandalay Bay Bridge, which is required to meet the project's needs.

## **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 Amendment with Dokken Engineering shall not exceed \$50,118 with a new not to exceed contract value of \$343,612. There are sufficient available budget appropriations in the Mandalay Bay Bridge and Edison Canal Bridge Projects (Nos. C1306 and C1307) to fund this agreement. The cost for this agreement qualifies for the Highway Bridge Program grant funding (Fund 200 - Fed Grants) previously accepted for this project, at a reimbursement ratio of 88.53% at \$44,369. The remaining funding of \$5,749 (11.47%) is available from the General Fund (101) / Capital Outlay Fund (301) in Projects C1306 and C1307.

## **COMMITTEE OUTCOME**

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

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

## **ATTACHMENTS**

1. A-8141 Second Amendment
2. A-8141 First Amendment
3. Agreement A-8141 Dokken

## SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Second Amendment (“Second Amendment”) to the Professional Services Agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, this 3rd day of October, 2023, by and between the City of Oxnard, a municipal corporation (“City”), and Dokken Engineering (“Consultant”). This Second Amendment amends the Agreement entered into on June 4, 2019, by City and Consultant. The Agreement previously has been amended on December 28, 2022, by a First Amendment.

City and Consultant agree as follows:

1. The amount in Section 14 of the Agreement is hereby amended to “\$343,612.”
2. The reference to the Exhibit A Scope of Work everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to add also the Exhibit A-2 Environmental and Engineering Construction Support Services Scope of Work and Engineering Support Services Scope of Work for Edison Canal and Mandalay Bay Bridge Rehabilitation Projects. The Exhibit is attached hereto and incorporated herein by this reference.
3. The reference to the Exhibit C Compensation everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to add also the Exhibit C-2 Environmental and Engineering Construction Support Services Cost Proposal and Engineering Support Services Cost Proposal for Edison Canal and Mandalay Bay Bridge Rehabilitation Projects. The Exhibit is attached hereto and incorporated herein by this reference.
4. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

**CITY OF OXNARD**

**DOKKEN ENGINEERING**

\_\_\_\_\_  
☒ John C. Zaragoza, Mayor<sup>1</sup>      Date  
☐ Jennifer Yates, Purchasing Agent <sup>2</sup>

\_\_\_\_\_  
Richard Liptak, CEO      Date

\_\_\_\_\_  
Cathy Chan, Board Secretary<sup>3</sup>      Date

ATTEST:

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

APPROVED AS TO FORM:

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

\_\_\_\_\_  
<sup>1</sup> The City Council must authorize and the Mayor must execute any agreement over \$200,000.  
<sup>2</sup> The Purchasing Agent may execute any authorized agreement up to \$200,000.  
<sup>3</sup> The City requires the following for any contract:  
• For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;  
• For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or  
• For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.  
If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.



## **Exhibit A-2 Environmental and Engineering Construction Support Services Scope of Work**

### **Edison Canal Bridge and Mandalay Bay Bridge Rehabilitation Project**

Dokken Engineering's environmental and engineering team (Dokken) is leading construction support services for the Edison Canal Bridge and Mandalay Bay Bridge Rehabilitation Project. This request is to cover additional construction support services related to out-of-scope nesting bird monitoring and additional engineering support to cover an extended construction schedule. Please note that this request incorporates and supersedes the request submitted by Hanna Sheldon on June 5, 2023.

### **Additional Environmental Services for Edison Canal Bridge**

During the pre-construction nesting bird survey performed on April 24, 2023, Dokken biologist Hanna Sheldon identified nesting bird activity within the weep holes under the Edison Canal Bridge. Migratory nesting birds are protected under the Migratory Bird Treaty Act and disturbance to an active nest is prohibited by state and federal law. In accordance with the Project's 1602 Operation of Law Letter Dokken notified the California Department of Fish and Wildlife of the nesting activity and proposed a 10-foot no work buffer around active nests, including monitoring of project activities that are adjacent to the 10-foot buffer.

Given monitoring of active nests was not included in the original scope of work, this amendment describes the nesting bird monitoring efforts that have been completed by Dokken, to date, and that will continue to occur throughout active construction as long as the nests remain active. This scope of work is only applicable to the Edison Canal Bridge, no nesting has been observed or is anticipated on the Mandalay Bay Bridge.

#### **TASK 3. Nesting Bird Monitoring**

##### *Task 3.1 Dokken Nesting Bird Monitoring Efforts and Agency Coordination*

Dokken will provide nesting bird monitoring efforts as needed when project activities are adjacent to a 10-foot no work buffer for an active nest. Active nest locations have been identified near Bent 3,4 and 5. Additionally, biological assessments of a potential active nests is required at Bent 6. If nests are no longer active, to be determined by the project biologist, activities at each bent/column may proceed without restrictions or monitoring efforts.

If further coordination is necessary, Dokken will facilitate coordination with wildlife agencies (California Department of Fish and Wildlife) as necessary to remain in compliance with the 1602 Operation of Law Letter for the project and the Migratory Bird Treaty Act.

##### *Task 3.2 Dudek Nesting Bird Monitoring Efforts and Environmental Awareness Training*

Dudek will assist Dokken with nesting bird monitoring efforts as described above. Additionally, Dudek will provide environmental awareness training to new crew members, as needed using the training materials prepared by Dokken. Dokken will serve as the main point of contact for Dudek biologist.

#### **Task 3 Fee: \$29,822.82**

The above tasks assume a total of 20 site visits for nesting bird monitoring to be completed by Dokken or Dudek. This assumption is based on a look ahead construction schedule dated May 17, 2023, which assumes approximately 1.5 weeks to complete work at each bent. This scope of work does not cover full time monitoring of active nests, defined as a monitoring biologist present on-site, all day during all construction related activities. If the California Department of Fish and Wildlife requests full time monitoring, additional funds will be required.



## **Additional Engineering Support Services for Edison Canal and Mandalay Bay Bridges**

Various delays during the construction have resulted in a construction schedule originally specified as 90 working days expected to extend to nearly double that length. In addition to nearly twice the anticipated number of coordination meetings associated with the extended schedule, a fragmented and therefore prolonged submittal review process, and several unanticipated field conditions have also resulted in additional engineering support work. This work will add to Engineering Support **Task 1**, which includes the following scope applicable to both bridges.

### **TASK 1. CONSTRUCTION SUPPORT**

#### *Task 1.1 Construction Site Meetings*

As requested, a representative from Dokken project manager will attend scheduled construction coordination meeting during the contract duration and respond to questions in the meetings and perform structural observations as required per the Contract Documents. Dokken will prepare meeting minutes and structural observation reports for each meeting. Ten (10) additional on-site or virtual coordination meetings and three (3) additional Structural Observation site visits have been assumed.

#### *Task 1.2 Shop Drawing and Submittal Review*

Dokken will review and respond to shop drawing submittals for conformity with the plans and specifications. Typical submittals including; reinforcement shop drawings, cathodic protection shop drawings, joint seal shop drawings, spall repair material specifications sheets, concrete mix designs, painting material submittals and access platform plans and calculations have been assumed. Dokken will maintain a tracking log of all submittals.

#### *Task 1.3 Request For Information and Change Requests*

Dokken will review and respond to Request for Information (RFI) or Change Request (CR) from the City or Contractor. Dokken will maintain a tracking log of all RFIs and CRs.

The proposed fee for Task 1 is as follows:

**Edison Canal Bridge - Task 1 Fee: \$14,077.02**

**Mandalay Bay Bridge - Task 1 Fee: \$6,217.80**

The total proposed fee for the additional scope of work is not to exceed **\$50,117.64** (\$43,899.84 for Edison Canal Bridge and \$6,217.80 for Mandalay Bay Bridge). If you have any questions regarding this scope and fee, please contact me via email at [tpowers@dokkenengineering.com](mailto:tpowers@dokkenengineering.com) or by phone at (916) 858-0642.

Sincerely,

Anthony C. Powers, P.E.  
Senior Engineer  
Dokken Engineering  
110 Blue Ravine Road, #200  
Folsom, California 95630

# Exhibit C-2 Environmental and Engineering Construction Support Services

## Cost Proposal



**COST PROPOSAL - ESTIMATED HOURS BY TASK**  
**CITY OF OXNARD**  
**MANDALAY BAY BRIDGE REHABILITATION**  
**CONSTRUCTION SUPPORT**

**September 8, 2023**

| TASK DESCRIPTION                                          | DOKKEN ENGINEERING |                 |                    |             |             |
|-----------------------------------------------------------|--------------------|-----------------|--------------------|-------------|-------------|
|                                                           | Project Manager    | Senior Engineer | Assistant Engineer | TOTAL HOURS | TOTAL COST  |
| FULLY BURDENED RATE                                       | \$ 234.91          | \$ 252.76       | \$ 136.79          |             |             |
| MANDALAY BAY BRIDGE REHABILITATION - CONSTRUCTION SUPPORT | 2                  | 13              | 18                 | 33          | \$ 6,217.80 |
| TASK 1. CONSTRUCTION SUPPORT                              | 2                  | 13              | 18                 | 33          | \$ 6,217.80 |
| Task 1.1 Construction Site Meetings                       | 2                  | 8               | 8                  | 18          | \$ 3,586.16 |
| Task 1.2 Shop Drawing and Submittal Review                |                    |                 | 10                 | 10          | \$ 1,367.86 |
| Task 1.3 Request For Information and Change Requests      |                    | 5               |                    | 5           | \$ 1,263.78 |
| TOTAL HOURS                                               | 2                  | 13              | 18                 | 33          |             |
| TOTAL COST                                                | \$ 469.83          | \$ 3,285.83     | \$ 2,462.14        |             | \$ 6,217.80 |





COST PROPOSAL - ESTIMATED HOURS BY TASK

CITY OF OXNARD

EDISON CANAL BRIDGE REHABILITATION

CONSTRUCTION SUPPORT

September 8, 2023

| TASK DESCRIPTION                                          | DOKKEN ENGINEERING |                 |                    |                       |                                 |                       |             |              | DUDEK           |                       |                |             |                |             |                   |              | GRAND<br>TOTAL<br>HOURS | GRAND TOTAL<br>OTHER DIRECT<br>COSTS | GRAND TOTAL<br>COST |
|-----------------------------------------------------------|--------------------|-----------------|--------------------|-----------------------|---------------------------------|-----------------------|-------------|--------------|-----------------|-----------------------|----------------|-------------|----------------|-------------|-------------------|--------------|-------------------------|--------------------------------------|---------------------|
|                                                           | Project Manager    | Senior Engineer | Assistant Engineer | Environmental Manager | Associate Environmental Planner | Environmental Planner | TOTAL HOURS | TOTAL COST   | Project Directo | Senior Specialist III | Specialist III | Analyst III | Technician III | TOTAL HOURS | OTHER DIRECT COST | TOTAL COST   |                         |                                      |                     |
| FULLY BURDENED RATE                                       | \$ 234.91          | \$ 252.76       | \$ 136.79          | \$ 237.89             | \$ 115.97                       | \$ 98.13              |             |              | \$ 265.00       | \$ 225.00             | \$ 165.00      | \$ 115.00   | \$ 85.00       |             |                   |              |                         |                                      |                     |
| EDISON CANAL BRIDGE REHABILITATION - CONSTRUCTION SUPPORT | 5                  | 26              | 48                 | 2                     | 15                              | 20                    | 116         | \$ 18,489.84 | 8               | 40                    | 48             | 30          | 30             | 156         | \$ 370.00         | \$ 25,410.00 | 272                     | \$ 370.00                            | \$ 43,899.84        |
| TASK 1. CONSTRUCTION SUPPORT                              | 4                  | 26              | 48                 |                       |                                 |                       | 78          | \$ 14,077.02 |                 |                       |                |             |                |             | \$ -              | \$ -         | 78                      | \$ -                                 | \$ 14,077.02        |
| Task 1.1 Construction Site Meetings                       | 4                  | 8               | 8                  |                       |                                 |                       | 20          | \$ 4,055.99  |                 |                       |                |             |                |             |                   | \$ -         | 20                      |                                      | \$ 4,055.99         |
| Task 1.2 Shop Drawing and Submittal Review                |                    | 6               | 24                 |                       |                                 |                       | 30          | \$ 4,799.39  |                 |                       |                |             |                |             |                   | \$ -         | 30                      |                                      | \$ 4,799.39         |
| Task 1.3 Request For Information and Change Requests      |                    | 12              | 16                 |                       |                                 |                       | 28          | \$ 5,221.64  |                 |                       |                |             |                |             |                   | \$ -         | 28                      |                                      | \$ 5,221.64         |
| TASK 3. NESTING BIRD MONITORING                           | 1                  |                 |                    | 2                     | 15                              | 20                    | 38          | \$ 4,412.82  | 8               | 40                    | 48             | 30          | 30             | 156         | \$ 370.00         | \$ 25,410.00 | 194                     | \$ 370.00                            | \$ 29,822.82        |
| Task 3.1 Dokken Nesting Bird Monitoring & Agency Coord.   |                    |                 |                    |                       |                                 |                       |             | \$ -         |                 |                       |                |             |                |             |                   | \$ -         |                         |                                      | \$ -                |
| Task 3.2 Dudek Nesting Bird Monitoring & Env. Training    | 1                  |                 |                    | 2                     | 15                              | 20                    | 38          | \$ 4,412.82  | 8               | 40                    | 48             | 30          | 30             | 156         | \$ 370.00         | \$ 25,410.00 | 194                     | \$370.00                             | \$ 29,822.82        |
| TOTAL HOURS                                               | 5                  | 26              | 48                 | 2                     | 15                              | 20                    | 116         |              | 8               | 40                    | 48             | 30          | 30             | 156         | 370               |              | 272                     |                                      |                     |
| TOTAL COST                                                | \$ 1,174.57        | \$ 6,571.66     | \$ 6,565.71        | \$ 475.78             | \$ 1,739.56                     | \$ 1,962.58           |             | \$ 18,489.84 | \$ 2,120.00     | \$ 9,000.00           | \$ 7,920.00    | \$ 3,450.00 | \$ 2,550.00    |             | \$ 370.00         | \$ 25,410.00 |                         | \$ 370.00                            | \$ 43,899.84        |

**September 8, 2023**

| TASK DESCRIPTION                                           | MANDALAY BAY BRIDGE |                  | EDISON CANAL BRIDGE |              |                  | GRAND TOTAL COST MANDALAY BAY BRIDGE + EDISON CANAL BRIDGE |              |                                   |
|------------------------------------------------------------|---------------------|------------------|---------------------|--------------|------------------|------------------------------------------------------------|--------------|-----------------------------------|
|                                                            | DOKKEN ENGINEERING  | GRAND TOTAL COST | DOKKEN ENGINEERING  | DUDEK        | GRAND TOTAL COST | TOTAL DOKKEN ENGINEERING                                   | TOTAL DUDEK  | TOTAL MANDALAY BAY + EDISON CANAL |
| <b>MANDALAY BAY AND EDISON CANAL BRIDGE REHABILITATION</b> | \$ 6,217.80         | \$ 6,217.80      | \$ 14,077.02        | \$ -         | \$ 14,077.02     | \$ 20,294.82                                               | \$ -         | \$ 20,294.82                      |
| <b>TASK 1. CONSTRUCTION SUPPORT</b>                        | \$ 6,217.80         | \$ 6,217.80      | \$ 14,077.02        | \$ -         | \$ 14,077.02     | \$ 20,294.82                                               | \$ -         | \$ 20,294.82                      |
| Task 1.1 Construction Site Meetings                        | \$ 3,586.16         | \$ 3,586.16      | \$ 4,055.99         | \$ -         | \$ 4,055.99      | \$ 7,642.15                                                | \$ -         | \$ 7,642.15                       |
| Task 1.2 Shop Drawing and Submittal Review                 | \$ 1,367.86         | \$ 1,367.86      | \$ 4,799.39         | \$ -         | \$ 4,799.39      | \$ 6,167.25                                                | \$ -         | \$ 6,167.25                       |
| Task 1.3 Request For Information and Change Requests       | \$ 1,263.78         | \$ 1,263.78      | \$ 5,221.64         | \$ -         | \$ 5,221.64      | \$ 6,485.42                                                | \$ -         | \$ 6,485.42                       |
| <b>TASK 3. NESTING BIRD MONITORING</b>                     | \$ -                | \$ -             | \$ 4,412.82         | \$ 25,410.00 | \$ 29,822.82     | \$ 4,412.82                                                | \$ 25,410.00 | \$ 29,822.82                      |
| Task 3.1 Dokken Nesting Bird Monitoring & Agency Coord.    | \$ -                | \$ -             | \$ -                | \$ -         | \$ -             | \$ -                                                       | \$ -         | \$ -                              |
| Task 3.2 Dudek Nesting Bird Monitoring & Env. Training     | \$ -                | \$ -             | \$ 4,412.82         | \$ 25,410.00 | \$ 29,822.82     | \$ 4,412.82                                                | \$ 25,410.00 | \$ 29,822.82                      |
| <b>TOTAL COST</b>                                          | \$ 6,217.80         | \$ 6,217.80      | \$ 18,489.84        | \$ 25,410.00 | \$ 43,899.84     | \$ 24,707.64                                               | \$ 25,410.00 | \$ 50,117.64                      |

## FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment ("First Amendment") to the Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 28<sup>th</sup> day of December 2022, by and between the City of Oxnard, a municipal corporation ("City"), and Dokken Engineering ("Consultant"). This First Amendment amends the Agreement entered into on June 4, 2019, by City and Consultant.

City and Consultant agree as follows:

1. The amount in Section 14 of the Cover Page of the Agreement is hereby amended to "\$293,494."
2. The reference to Exhibit A Scope of Work everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to add also the Construction Support Services Scope of Work and the Environmental Construction Support Services Scope of Work for the Edison Canal Bridge and Mandalay Bay Bridge Rehabilitation Projects. Exhibits are attached hereto and incorporated herein by this reference.
3. The reference to Exhibit C Compensation everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to add also the Construction Support Cost Proposal and the Environmental Construction Support Cost Proposal for the Mandalay Bay Bridge and Edison Canal Bridge Rehabilitation Projects. Exhibits are attached hereto and incorporated herein by this reference.
4. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

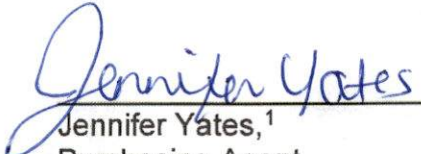
Agreement No. A-8141

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

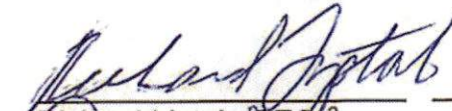
In witness whereof, the Parties have entered into this Agreement on the date as written in section 3 and upon signature of all Parties.

**CITY OF OXNARD**

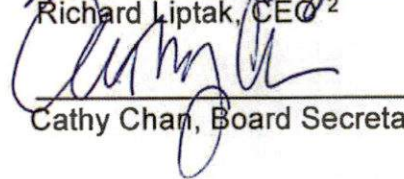
**DOKKEN ENGINEERING**

  
Jennifer Yates,<sup>1</sup>  
Purchasing Agent

12/28/2022  
Date

  
Richard Liptak, CEO<sup>2</sup>

11/16/22  
Date

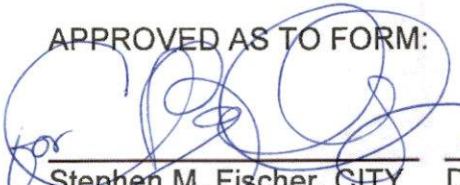
  
Cathy Chan, Board Secretary

11/16/22  
Date

ATTEST:

\_\_\_\_\_  
Rose Chaparro, CITY Clerk Date  
(only if Mayor authorizes)

APPROVED AS TO FORM:

  
Stephen M. Fischer, CITY Attorney (always required)

11/21/2022  
Date

<sup>1</sup> 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.

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

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

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





## **Construction Support Services Scope of Work**

### **Edison Canal Bridge and Mandalay Bay Bridge Rehabilitation Project**

Dokken Engineering (Dokken) will perform the following scope of work for the construction phase of the Edison Canal Bridge (Bridge No. 52C0095) and Mandalay Bay Bridge (Bridge No. 52C0108) Rehabilitation Project. All scope items are applicable to both bridge rehabilitations; cost proposal has been split to reflect funding.

#### **TASK 1. CONSTRUCTION SUPPORT**

##### *Task 1.1 Construction Site Meetings*

As requested, a representative from Dokken project manager will attend scheduled construction site meeting during the contract duration and respond to questions in the meetings and perform structural observations as required per the Contract Documents. Dokken will prepare meeting minutes and structural observation reports for each meeting. Five (5) on-site meetings, three (3) Structural Observation site visits and five (5) virtual/teleconference have been assumed.

##### *Task 1.2 Shop Drawing and Submittal Review*

Dokken will review and respond to shop drawing submittals for conformity with the plans and specifications. Typical submittals including; reinforcement shop drawings, joint seal shop drawings, spall repair material specifications sheets, concrete mix designs, painting material submittals and access platform plans and calculations have been assumed. Dokken will maintain a tracking log of all submittals.

##### *Task 1.3 Request For Information and Change Requests*

Dokken will review and respond to Request for Information (RFI) or Change Request (CR) from the City or Contractor. Dokken will maintain a tracking log of all RFIs and CRs.

#### **TASK 2. POST-CONSTRUCTION REPORTING**

##### *Task 2.1 As-Builts and Record Drawings*

Dokken will prepare record drawings upon completion of the project and acquire the daily red lined plans from the Construction Manager. Final record drawings will be both submitted in electronic PDF.

Please see the attached pages for a full cost proposal. If you have any questions regarding this scope and fee, please contact me via email at [rburns@dokkenengineering.com](mailto:rburns@dokkenengineering.com) or by phone at (916) 858-0642.

Sincerely,

Rob Burns  
Project Manager  
Dokken Engineering  
110 Blue Ravine Road, #200  
Folsom, California 95630

**COST PROPOSAL - ESTIMATED HOURS BY TASK**  
**CITY OF OXNARD**  
**MANDALAY BAY BRIDGE REHABILITATION**  
**CONSTRUCTION SUPPORT**

**November 2, 2022**

| TASK DESCRIPTION                                                 | DOKKEN ENGINEERING |                  |                    |                    |                  |             | TOTAL COST          |
|------------------------------------------------------------------|--------------------|------------------|--------------------|--------------------|------------------|-------------|---------------------|
|                                                                  | Project Manager    | Senior Engineer  | Associate Engineer | Assistant Engineer | Senior CAD       | TOTAL HOURS |                     |
| <b>FULLY BURDENED RATE</b>                                       | <b>\$ 234.91</b>   | <b>\$ 234.91</b> | <b>\$ 178.42</b>   | <b>\$ 136.79</b>   | <b>\$ 199.23</b> |             |                     |
| <b>MANDALAY BAY BRIDGE REHABILITATION - CONSTRUCTION SUPPORT</b> | <b>53</b>          | <b>43</b>        | <b>52</b>          | <b>50</b>          | <b>4</b>         | <b>202</b>  | <b>\$ 40,232.81</b> |
| <b>TASK 1. CONSTRUCTION SUPPORT</b>                              | <b>52</b>          | <b>40</b>        | <b>32</b>          | <b>50</b>          |                  | <b>174</b>  | <b>\$ 34,874.38</b> |
| Task 1.1 Construction Site Meetings                              | 12                 | 20               | 12                 |                    |                  | 44          | \$ 10,015.08        |
| Task 1.2 Shop Drawing and Submittal Review                       | 20                 |                  | 10                 | 40                 |                  | 70          | \$ 11,953.87        |
| Task 1.3 Request For Information and Change Requests             | 20                 | 20               | 10                 | 10                 |                  | 60          | \$ 12,905.42        |
| <b>TASK 2. POST-CONSTRUCTION REPORT</b>                          | <b>1</b>           | <b>3</b>         | <b>20</b>          |                    | <b>4</b>         | <b>28</b>   | <b>\$ 5,358.43</b>  |
| Task 2.1 As-Built and Record Drawings                            | 1                  | 3                | 20                 |                    | 4                | 28          | \$ 5,358.43         |
| <b>TOTAL HOURS</b>                                               | <b>53</b>          | <b>43</b>        | <b>52</b>          | <b>50</b>          | <b>4</b>         | <b>202</b>  |                     |
| <b>TOTAL COST</b>                                                | <b>#####</b>       | <b>#####</b>     | <b>\$9,277.63</b>  | <b>\$6,839.28</b>  | <b>\$ 796.92</b> |             | <b>\$ 40,232.81</b> |



**COST PROPOSAL - ESTIMATED HOURS BY TASK**  
**CITY OF OXNARD**  
**EDISON CANAL BRIDGE REHABILITATION**  
**CONSTRUCTION SUPPORT**

**November 2, 2022**

| TASK DESCRIPTION                                                 | DOKKEN ENGINEERING |                  |                    |                    |                  |             | TOTAL COST          |
|------------------------------------------------------------------|--------------------|------------------|--------------------|--------------------|------------------|-------------|---------------------|
|                                                                  | Project Manager    | Senior Engineer  | Associate Engineer | Assistant Engineer | Senior CAD       | TOTAL HOURS |                     |
| <b>FULLY BURDENED RATE</b>                                       | <b>\$ 234.91</b>   | <b>\$ 234.91</b> | <b>\$ 178.42</b>   | <b>\$ 136.79</b>   | <b>\$ 199.23</b> |             |                     |
| <b>EDISON CANAL BRIDGE REHABILITATION - CONSTRUCTION SUPPORT</b> | <b>53</b>          | <b>43</b>        | <b>52</b>          | <b>50</b>          | <b>4</b>         | <b>142</b>  | <b>\$ 40,232.81</b> |
| <b>TASK 1. CONSTRUCTION SUPPORT</b>                              | <b>52</b>          | <b>40</b>        | <b>32</b>          | <b>50</b>          |                  | <b>114</b>  | <b>\$ 34,874.38</b> |
| Task 1.1 Construction Site Meetings                              | 12                 | 20               | 12                 |                    |                  | 44          | \$ 10,015.08        |
| Task 1.2 Shop Drawing and Submittal Review                       | 20                 |                  | 10                 | 40                 |                  | 70          | \$ 11,953.87        |
| Task 1.3 Request For Information and Change Requests             | 20                 | 20               | 10                 | 10                 |                  |             | \$ 12,905.42        |
| <b>TASK 2. POST-CONSTRUCTION REPORT</b>                          | <b>1</b>           | <b>3</b>         | <b>20</b>          |                    | <b>4</b>         | <b>28</b>   | <b>\$ 5,358.43</b>  |
| Task 2.1 As-Built and Record Drawings                            | 1                  | 3                | 20                 |                    | 4                | 28          | \$ 5,358.43         |
| <b>TOTAL HOURS</b>                                               | <b>53</b>          | <b>43</b>        | <b>52</b>          | <b>50</b>          | <b>4</b>         | <b>142</b>  |                     |
| <b>TOTAL COST</b>                                                | <b>#####</b>       | <b>#####</b>     | <b>\$9,277.63</b>  | <b>\$6,839.28</b>  | <b>\$ 796.92</b> |             | <b>\$ 40,232.81</b> |



November 2, 2022

| TASK DESCRIPTION                                                                      | MANDALAY BAY BRIDGE<br>REHABILITATION -<br>CONSTRUCTION SUPPORT | EDISON CANAL BRIDGE<br>REHABILITATION -<br>CONSTRUCTION SUPPORT | GRAND TOTAL COST<br>MANDALAY BAY BRIDGE +<br>EDISON CANAL BRIDGE |
|---------------------------------------------------------------------------------------|-----------------------------------------------------------------|-----------------------------------------------------------------|------------------------------------------------------------------|
| <b>MANDALAY BAY AND EDISON CANAL BRIDGE REHABILITATION -<br/>CONSTRUCTION SUPPORT</b> | \$ 40,232.81                                                    | \$ 40,232.81                                                    | \$ 80,465.62                                                     |
| <b>TASK 1. CONSTRUCTION SUPPORT</b>                                                   | \$ 34,874.38                                                    | \$ 34,874.38                                                    | \$ 69,748.76                                                     |
| Task 1.1 Construction Site Meetings                                                   | \$ 10,015.08                                                    | \$ 10,015.08                                                    | \$ 20,030.17                                                     |
| Task 1.2 Shop Drawing and Submittal Review                                            | \$ 11,953.87                                                    | \$ 11,953.87                                                    | \$ 23,907.74                                                     |
| Task 1.3 Request For Information and Change Requests                                  | \$ 12,905.42                                                    | \$ 12,905.42                                                    | \$ 25,810.85                                                     |
| <b>TASK 2. POST-CONSTRUCTION REPORT</b>                                               | \$ 5,358.43                                                     | \$ 5,358.43                                                     | \$ 10,716.85                                                     |
| Task 2.1 As-Built and Record Drawings                                                 | \$ 5,358.43                                                     | \$ 5,358.43                                                     | \$ 10,716.85                                                     |
| <b>TOTAL COST</b>                                                                     | <b>\$ 40,232.81</b>                                             | <b>\$ 40,232.81</b>                                             | <b>\$ 80,465.62</b>                                              |

**TOTAL COST PROPOSAL FOR CONSTRUCTION  
SUPPORT:**

\$80,465.62  
 + \$8,046.56 (10% CONTINGENCY)  
**\$88,512.18**



**\$32,049.46 + \$5,950.54 =  
\$38,000**

## **Environmental Construction Support Services Scope**

### **Edison Canal Bridge and Mandalay Bay Bridge Rehabilitation Project**

Dokken Engineering's environmental team (Dokken) will perform all required environmental monitoring services and coordination associated with the Edison Canal Bridge (Bridge No. 52C0095) and Mandalay Bay Bridge (Bridge No. 52C0108) Rehabilitation Project. All scope items are applicable to both bridge rehabilitations; cost proposal has been split to reflect funding.

#### **TASK 1. CONSTRUCTION SUPPORT**

##### *Task 1.1 Environmental Awareness Training*

Dokken will conduct environmental awareness trainings at the onset of and throughout construction, as necessary, to inform project proponents and personnel of pertinent commitments required by the environmental permits. Environmental trainings will include a presentation on the legal protection of special-status species with potential to occur onsite and the importance of avoiding impacts to species and possible penalties for not complying with these requirements. Dokken will retain documentation of the employees who attend the environmental awareness trainings to present to relevant agencies, if requested.

##### *Task 1.2 Pre-Construction Nesting Bird Surveys*

Construction activities (including vegetation removal and bridge work) are anticipated to occur within the nesting bird season, February 1 to September 1. In accordance with measure BIO-6 of the 1602 Streambed Alteration Agreement, Dokken biologists will conduct a nesting bird survey within 14 days of the start of construction. The nesting bird survey will include the project area plus a 500-foot buffer.

In addition, construction is anticipated to occur within the California least tern (*Sterna antillarum browni*) and western snowy plover (*Charadrius alexandrinus nivosus*) breeding season, April to September. In accordance with measure BIO-8 of the 1602 Streambed Alteration Agreement, Dokken's qualified biologists will include focused survey efforts for the California least tern and western snowy plover with the pre-construction nesting bird survey efforts.

If the active nests of any migratory birds, raptors, or special-status species are found during surveys, Dokken will coordinate with the City and CDFW as necessary to implement no-work buffers for active nests.

##### *Task 1.3 Monthly Construction Monitoring*

Construction monitoring will be conducted on a monthly basis, at a minimum, throughout construction. Special focus will be given to inspecting the site to ensure all environmental commitments are being met. Periodic monitoring for sensitive species will be conducted for the duration of work. Dokken will communicate and coordinate with the City while onsite regarding construction progress, schedule, and implementation of relevant environmental commitments.

##### *Task 1.4 Environmental Commitments Record (ECR) Tracking and Compliance*

Dokken will compile a comprehensive Environmental Commitments Record (ECR) to track compliance with the project's required environmental permit conditions. Dokken will monitor compliance with all measures in the ECR and will sign off as each measure is complied with. If necessary, Dokken will coordinate with the City to remediate any potential ECR incompliance. At project completion, the bound and signed ECR document will be provided to the City as a record of project compliance.





## **TASK 2. POST-CONSTRUCTION REPORTING**

### *Task 2.1 Permitting Agency Coordination and Post-Construction Closeout*

Dokken's environmental team will conduct ongoing coordination with the agencies involved with the project to notify them of key work activities, to address any questions/concerns, and to ensure they receive any requested project materials, such as annual reports required by the 401 Water Quality Certification. Additionally, Dokken will document post construction site conditions and submit project closeout notifications as required by the environmental permits. The permit closeout packages will contain before and after site photographs, the completed ECR, and an explanation of how the project was completed in accordance with the commitments set forth in the environmental permits.

### *Task 2.1 Post-Construction Monitoring*

As required by the 401 Water Quality Certification, Dokken will visually inspect the project area during the rainy season for a period of five years following the completion of construction activities in order to ensure no excessive erosion, stream instability, or other water quality pollution is occurring on-site. If water quality pollution is occurring, Dokken's environmental team will assist the City in the coordination with the Los Angeles Water Board staff in order to document any water quality violations as well as conduct any necessary site remediation.

Please see the attached pages for a full cost proposal.

If you have any questions regarding this scope and fee, please contact me via email at [sarahholm@dokkenengineering.com](mailto:sarahholm@dokkenengineering.com) or by phone at (916) 858-0642.

Sincerely,

Sarah Holm  
Senior Biologist/Environmental Manager  
Dokken Engineering  
110 Blue Ravine Road, #200  
Folsom, California 95630

**COST PROPOSAL - ESTIMATED HOURS BY TASK**  
**CITY OF OXNARD**  
**EDISON CANAL BRIDGE REHABILITATION**  
**ENVIRONMENTAL CONSTRUCTION SUPPORT**

May 20, 2022

| TASK DESCRIPTION                                                               | DOKKEN ENGINEERING    |                                 |                       |             |                     |
|--------------------------------------------------------------------------------|-----------------------|---------------------------------|-----------------------|-------------|---------------------|
|                                                                                | Environmental Manager | Associate Environmental Planner | Environmental Planner | TOTAL HOURS | TOTAL COST          |
| <b>FULLY BURDENED RATE</b>                                                     | <b>\$ 223.02</b>      | <b>\$ 136.79</b>                | <b>\$ 92.18</b>       |             |                     |
| <b>EDISON CANAL BRIDGE REHABILITATION - ENVIRONMENTAL CONSTRUCTION SUPPORT</b> | <b>8</b>              | <b>32</b>                       | <b>107</b>            | <b>147</b>  | <b>\$ 16,024.73</b> |
| <b>TASK 1. CONSTRUCTION SUPPORT</b>                                            | <b>3</b>              | <b>23</b>                       | <b>62</b>             | <b>88</b>   | <b>\$ 9,530.39</b>  |
| Task 1.1 Environmental Awareness Training                                      | 1                     | 4                               | 14                    | 19          | \$ 2,060.70         |
| Task 1.2 Pre-Construction Nesting Bird Surveys                                 | 1                     | 5                               | 12                    | 18          | \$ 2,013.13         |
| Task 1.3 Monthly Construction Monitoring                                       |                       | 12                              | 24                    | 36          | \$ 3,853.79         |
| Task 1.4 Environmental Commitments Record (ECR) Tracking and Compliance        | 1                     | 2                               | 12                    | 15          | \$ 1,602.77         |
| <b>TASK 2. POST-CONSTRUCTION REPORT</b>                                        | <b>5</b>              | <b>9</b>                        | <b>45</b>             | <b>59</b>   | <b>\$ 6,494.34</b>  |
| Task 2.1 Permitting Agency Coordination and Post-Construction Closeout         | 2                     | 4                               | 15                    | 21          | \$ 2,375.91         |
| Task 2.2 Post-Construction Monitoring                                          | 3                     | 5                               | 30                    | 38          | \$ 4,118.44         |
| <b>TOTAL HOURS</b>                                                             | <b>8</b>              | <b>32</b>                       | <b>107</b>            | <b>147</b>  |                     |
| <b>TOTAL COST</b>                                                              | <b>\$ 1,784.16</b>    | <b>\$ 4,377.14</b>              | <b>\$ 9,863.43</b>    |             | <b>\$ 16,024.73</b> |

**COST PROPOSAL - ESTIMATED HOURS BY TASK**  
**CITY OF OXNARD**  
**MANDALAY BAY BRIDGE REHABILITATION**  
**ENVIRONMENTAL CONSTRUCTION SUPPORT**

May 20, 2022

| TASK DESCRIPTION                                                               | DOKKEN ENGINEERING    |                                 |                       |             |              |
|--------------------------------------------------------------------------------|-----------------------|---------------------------------|-----------------------|-------------|--------------|
|                                                                                | Environmental Manager | Associate Environmental Planner | Environmental Planner | TOTAL HOURS | TOTAL COST   |
| <b>FULLY BURDENED RATE</b>                                                     | \$ 223.02             | \$ 136.79                       | \$ 92.18              |             |              |
| <b>MANDALAY BAY BRIDGE REHABILITATION - ENVIRONMENTAL CONSTRUCTION SUPPORT</b> | 8                     | 32                              | 107                   | 147         | \$ 16,024.73 |
| <b>TASK 1. CONSTRUCTION SUPPORT</b>                                            | 3                     | 23                              | 62                    | 88          | \$ 9,530.39  |
| Task 1.1 Environmental Awareness Training                                      | 1                     | 4                               | 14                    | 19          | \$ 2,060.70  |
| Task 1.2 Pre-Construction Nesting Bird Surveys                                 | 1                     | 5                               | 12                    | 18          | \$ 2,013.13  |
| Task 1.3 Monthly Construction Monitoring                                       |                       | 12                              | 24                    | 36          | \$ 3,853.79  |
| Task 1.4 Environmental Commitments Record (ECR) Tracking and Compliance        | 1                     | 2                               | 12                    | 15          | \$ 1,602.77  |
| <b>TASK 2. POST-CONSTRUCTION REPORT</b>                                        | 5                     | 9                               | 45                    | 59          | \$ 6,494.34  |
| Task 2.1 Permitting Agency Coordination and Post-Construction Closeout         | 2                     | 4                               | 15                    | 21          | \$ 2,375.91  |
| Task 2.2 Post-Construction Monitoring                                          | 3                     | 5                               | 30                    | 38          | \$ 4,118.44  |
| <b>TOTAL HOURS</b>                                                             | 8                     | 32                              | 107                   | 147         |              |
| <b>TOTAL COST</b>                                                              | \$ 1,784.16           | \$ 4,377.14                     | \$ 9,863.43           |             | \$ 16,024.73 |



**COST PROPOSAL - ESTIMATED HOURS BY TASK**  
**CITY OF OXNARD**  
**EDISON CANAL BRIDGE AND MANDALAY BAY BRIDGE REHABILITATION**  
**ENVIRONMENTAL CONSTRUCTION SUPPORT**

**May 20, 2022**

| TASK DESCRIPTION                                                                                    | MANDALAY BAY BRIDGE<br>REHABILITATION -<br>ENVIRONMENTAL<br>CONSTRUCTION SUPPORT | EDISON CANAL BRIDGE<br>REHABILITATION -<br>ENVIRONMENTAL<br>CONSTRUCTION SUPPORT | GRAND TOTAL COST<br>MANDALAY BAY BRIDGE +<br>EDISON CANAL BRIDGE |
|-----------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|----------------------------------------------------------------------------------|------------------------------------------------------------------|
| <b>MANDALAY BAY AND EDISON CANAL BRIDGE REHABILITATION -<br/>ENVIRONMENTAL CONSTRUCTION SUPPORT</b> | <b>\$ 16,024.73</b>                                                              | <b>\$ 16,024.73</b>                                                              | <b>\$ 32,049.46</b>                                              |
| <b>TASK 1. CONSTRUCTION SUPPORT</b>                                                                 | <b>\$ 9,530.39</b>                                                               | <b>\$ 9,530.39</b>                                                               | <b>\$ 19,060.78</b>                                              |
| Task 1.1 Environmental Awareness Training                                                           | \$ 2,060.70                                                                      | \$ 2,060.70                                                                      | \$ 4,121.41                                                      |
| Task 1.2 Pre-Construction Nesting Bird Surveys                                                      | \$ 2,013.13                                                                      | \$ 2,013.13                                                                      | \$ 4,026.25                                                      |
| Task 1.3 Monthly Construction Monitoring                                                            | \$ 3,853.79                                                                      | \$ 3,853.79                                                                      | \$ 7,707.57                                                      |
| Task 1.4 Environmental Commitments Record (ECR) Tracking and Compliance                             | \$ 1,602.77                                                                      | \$ 1,602.77                                                                      | \$ 3,205.54                                                      |
| <b>TASK 2. POST-CONSTRUCTION REPORT</b>                                                             | <b>\$ 6,494.34</b>                                                               | <b>\$ 6,494.34</b>                                                               | <b>\$ 12,988.68</b>                                              |
| Task 2.1 Permitting Agency Coordination and Post-Construction Closeout                              | \$ 2,375.91                                                                      | \$ 2,375.91                                                                      | \$ 4,751.81                                                      |
| Task 2.2 Post-Construction Monitoring                                                               | \$ 4,118.44                                                                      | \$ 4,118.44                                                                      | \$ 8,236.87                                                      |
| <b>TOTAL COST</b>                                                                                   | <b>\$ 16,024.73</b>                                                              | <b>\$ 16,024.73</b>                                                              | <b>\$ 32,049.46</b>                                              |



Submitted into Tyler/Munis

**Agreement No:** A-8141

Council Agenda #: TBD

NSS Control #: N/A

86

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("**Agreement**") is made and entered into in the County of Ventura, State of California, this 4<sup>th</sup> day of June, 2019, by and between the City of Oxnard, a municipal corporation ("**City**"), and DOKKEN ENGINEERING, ("**Consultant**"). City and Consultant are sometimes individually referred to as "**Party**" and collectively as "**Parties**."

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

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

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

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in **Exhibit A** attached hereto and incorporated herein by this reference (the "**Services**" or collectively the "**Project**"). In the event of any conflict between the terms of the Agreement and any exhibits or other incorporated document(s), the terms of the Agreement shall control.

2. Method of Performing Services

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

3. Standard of Performance

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

4. Nonexclusive Services

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

5. Coordination of Services

The Services shall be coordinated with Debbie O'Leary, Transportation Planner ("**Manager**"), subject to the direction of the City Manager or Public Works Director.



**6. Place of Work**

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

**7. Correction of Errors**

Consultant 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.

**8. Time for Performance**

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

**9. Principal in Charge**

Consultant hereby designates Rob Burns, SE, as its principal-in-charge and person responsible for necessary coordination with Manager.

**10. Permits, Licenses, Certificates**

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

**11. City's Responsibility**

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

**12. Term of Agreement**

This Agreement shall begin on June 4, 2019 and expire on June 4, 2024.

**13. Termination**

This Agreement may be terminated by City for cause or convenience and at no cost to the City if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery

or mailing of such notice; however, if the City terminates the Agreement due in any part to a termination or reduction of State or federal funding, the termination shall be effective immediately upon the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant for Services successfully rendered, as determined solely by City, as of the effective date of termination.

**14. Compensation**

a. City agrees to pay Consultant in an amount not to exceed \$201,913.69 for the Services at rates provided in **Exhibit C** attached hereto and incorporated herein by this reference.

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

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

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

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

**15. Method of Payment**

a. City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to Manager. The invoice shall identify the Services by project as specified by Manager. Consultant waives payment for any item not appearing on an invoice in the month in which such Services were rendered; in any case, Consultant shall not "back-charge" Services performed.

b. City must submit invoices to the granting agencies on its letterhead with its address formatted in accordance with the Local Assistance Procedures. Should City need any documentation or additional information from Consultant in order to submit City's invoices to the granting agencies, Consultant shall provide such documentation or additional information within ten (10) calendar days of the request from the City.

c. Consultant shall maintain current monthly records, books, documents, receipts, papers, accounts and other evidence pertaining to the Services performed and costs incurred.

Such items shall be adequate to reflect the time involved and cost of performing the Services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

d. Consultant must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by Consultant. Consultant agrees to submit supporting backup documentation with invoices if requested by City or State. Acceptable backup documentation includes, but is not limited to, a progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of costs.

e. Consultant agrees, and shall assure that its contractors and subcontractors shall be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, *et seq.* and all applicable federal and State laws and regulations shall be used to determine the allowability of individual Project cost items.

#### **16. Responsibility for Expenses**

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services. All expenses incident to the performance of the Services shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the Services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such Services. Travel and per diem reimbursements and third-party contract reimbursements to subcontractors shall be allowable as Project costs only after those costs are incurred and paid for by the Consultant or its subcontractors.

#### **17. Non-Appropriation of Funds**

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

b. Consultant acknowledges that this is a federally- and State-funded project. All contractual obligations of both the State and the federal government are subject to the appropriation of resources by the State Legislature and Congress, respectively, and the allocation of resources by various entities, including the California Transportation Commission (CTC) and the United States Department of Transportation. Payments, including those made from City matching funds, to be made to Consultant by City for the Services performed are contingent upon the City receiving all federal and State funding.

c. In the event of the imposition of additional conditions, delays, or a cancellation or reduction in funding, as approved by the Legislature, the CTC or the United States Department of Transportation, Consultant shall be excused from meeting the time and expenditure constraints set forth in the Project Financial Plan and the Project Schedule to the extent of such delay, cancellation or reduction and the Project documents shall be amended to reflect the resultant necessary changes in Project funding, scope, or scheduling.

d. Federal and State funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and the State, which are incorporated herein by this reference.

#### 18. Records

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

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

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

#### 19. Maintenance and Inspection of Records

a. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant; or for other purposes relating to the Agreement. Consultant shall promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Consultant shall include a copy of this Section 19 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.

b. City and State each reserve the right to conduct technical and financial audits of the work and records and Consultant agrees, and shall require its contractors and subcontractors to agree, to cooperate with City, State or both by making all appropriate and relevant records available for audit and copying as required in section 19(c).

c. Consultant and its contractors and subcontractors shall each maintain and make available for inspection and audit by City, State, the California State Auditor, or any duly authorized representative of State or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement or any subcontractor's agreement related to the Services, including, but not limited to, the costs of administering the Agreement. Consultant shall furnish copies thereof if requested. All of the above-referenced parties shall make such agreements and all contract materials available at their respective offices at all reasonable times during the entire Term and for three (3) years from the date of submission of the final expenditure report by the State to the FHWA.

d. Consultant shall maintain and make available to the City all documents related to the Services, including without limitation engineering, financial and other data, and methodologies and assumptions used in the determination of Project benefits during the course of the Project, and retain those records for four (4) years from the date of the final closeout of the Project. The Transportation Inspector General of the Independent Office of Audits and Investigations has the right to audit records relating to the Project, including technical and financial data, of the Department of Transportation, the State, the City, Consultant, and any sub-consultants at any time during the course of the Project and for four (4) years from the date of the final closeout of the Project. Therefore, all Project records shall be maintained and made available at the time of request. Financial records shall be maintained, and audits shall be conducted, in accordance with Generally Accepted Government Auditing Standards.

e. City may request Consultant to submit copies of documents or provide other information to the City for use in its submissions to the agencies affiliated with the grant funds, in which case Consultant shall provide such copies or information to the City as fast as possible, but in no case later than ten (10) calendar days thereafter.

## **20. Monthly or Quarterly Review**

Subject to the discretion of State, City and State shall conduct, on a monthly and/or quarterly basis, on-site reviews of all aspects of the progress of the Project. City has already agreed, during each monthly and/or quarterly progress review, to inform the State regarding:

- a. Whether the Project is proceeding on schedule and within budget;
- b. Any requested changes to the Project Description, Scope of Work, Project Schedule, Overall Funding Plan, or Project Financial Plan contained in documents between the two entities;
- c. Major construction accomplishments during the month and/or quarter;

d. Any actual or anticipated problems which could lead to delays in schedule, increased costs or other difficulties;

e. The status of the Project budget; and

f. The status of critical elements of the Project.

Monthly and/or quarterly reviews of City's progress shall include consideration of whether reported implementation activities are within the scope of the Project and in compliance with State laws, regulations, and administrative requirements. Should State or City request any information for any such monthly or quarterly review, Consultant shall immediately turn over such information to the City, or if requested to go elsewhere, with a copy to the City. If any such information is or may be kept by Consultant's contractors and subcontractors, Consultant shall immediately notify all such contractors and subcontractors and ensure they immediately turn over such information to the City, or if requested to go elsewhere, with a copy to the City.

## 21. Financial System

Consultant, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred costs and matching funds by line item for the Services. The financial management system of Consultant, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by City or State. All accounting records and other supporting papers of Consultant, its contractors and subcontractors connected with Project performance under this Agreement shall be maintained for a minimum of three (3) years and/or bond requirements from the date of final payment to Consultant by the City, or to the City by the grants, whichever is later in time, and shall be held open to inspection, copying, and audit by representatives of State, the California State Auditor, auditors representing the federal government, the City, and auditors representing the City. Copies thereof shall be furnished by Consultant, its contractors and subcontractors upon receipt of any request made by any such governmental entity or its agents. In conducting an audit of the costs and match credits claimed under this Agreement, the State, federal government or City shall rely to the maximum extent possible on any prior audit of the City pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the City's external and internal auditors may be relied upon and used when planning and conducting additional audits.

## 22. Confidentiality of Information

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

## 23. Hold Harmless, Indemnity and Defense

a. Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, CTC, State, all of their legislative bodies, and all of their officials, officers, employees and agents (the "**Indemnified Party**") from and against all liabilities regardless of nature, type or

cause to the extent that the liabilities arise out of, pertain to, or relate to the negligence, recklessness, or willful omission or misconduct of Consultant, or its employees, agents or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, suits, actions, losses, allegations, damages, penalties, fines, and judgments, including but not limited to tortious, contractual, inverse condemnation or other theories or assertions of liability; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution (singularly a "**Claim**" and collectively the "**Claims**").

b. The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney to the extent required by the paragraph above immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. An allegation or determination that persons other than Consultant (excluding City) are responsible for the liability shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party to the extent required by the paragraph above. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party.

c. For services under both sections 23a and 23b, the review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

#### 24. Insurance

Consultant shall obtain and maintain during the performance of the Services the insurance coverages as specified in Exhibit INS-A, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-A. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-A. Maintenance of proper insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

#### 25. Independent Contractor

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

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

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

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

26. Conflict of Interest

a. 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.

b. Attached hereto as Exhibit F and incorporated herein by this reference is the Federal Lobbying Activities Certification, which Consultant shall separately sign and submit to the City immediately; this Agreement shall be of no force and effect until Consultant signs and submits the form in Exhibit F to the City.

27. Assignability of Agreement

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

28. Successors and Assigns

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

**29. Fair Employment Practices**

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

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

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

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

e. Consultant shall comply with: (1) section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in federally assisted programs; (2) the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability irrespective of funding; and (3) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

f. Consultant shall comply with the requirements of the Fair Employment Practices Addendum and the Nondiscrimination Assurances, which are attached hereto as Exhibits D and E, respectively, and incorporated herein by this reference. Any agreement entered into by Consultant with a third party for performance of work related to this Agreement shall incorporate these exhibits with third party's name replacing Consultant as essential parts of such agreement to be enforced by that third party as verified by Consultant.

**30. Americans with Disabilities Act; Access for Persons with Disabilities**

a. Consultant shall comply with, and ensure that all of its subconsultants and subcontractors shall comply with, the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

b. If disabled access review by the Department of General Services (Division of the State Architect) is required by law for the Project, Consultant shall conform all plans and

specifications for such facilities to the provisions of California Government Code sections 4450 and 4454 as well as Title 24 of the California Code of Regulations.

31. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended

Consultant shall comply with, ensure subcontractors comply with, and draft plans and specifications in accordance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the federal government and the Regional Office of the Environmental Protection Agency (EPA).

32. Energy Efficiency

Consultant shall comply with, ensure subcontractors comply with, and draft plans and specifications in accordance with mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

33. Force Majeure

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

34. Time of Essence

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

35. Covenants and Conditions

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

36. Governing Law

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

37. Compliance with Laws

a. Consultant shall comply with, and shall ensure its subcontractors and vendors



comply with, all City, State, and federal ordinances, laws, statutes, regulations (including Title 23 Code of Federal Regulation ["CFR"] and 2 CFR Part 200), policies and procedures (including those set forth in the California Project Development Procedures Manual, Highway Design Manual, Local Assistance Procedures Manual and the Local Assistance Program Guidelines and all procedural and instructional memoranda as well as the California Transportation Commission SB1 Accountability and Transparency Guidelines, Trade Corridors Enhancements Program ["TCEP"] Guidelines, Local Partnership Program ["LPP"] Guidelines, Solutions for Congested Corridors Program ["SCCP"] Guidelines and related policies) now or hereafter in force pertaining to the Services performed by Consultant pursuant to this Agreement.

b. Consultant shall comply with, and shall ensure its subcontractors and vendors comply with, 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code ["PCC"] 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable State and federal regulations. Any costs for which Consultant has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable State and federal regulations, are subject to repayment by Consultant to City, even if Consultant has already expended such funds on subcontractors. Should Consultant fail to refund any moneys due upon written demand by City as provided hereunder, or should Consultant breach this Agreement by failing to complete Services without adequate justification and approval by City, then, within ten (10) calendar days of demand, or within such other period as may be agreed to in writing between the parties, City may withhold or demand a transfer of an amount equal to the amount paid by or owed to City from future apportionments, or any other funds due Consultant, and/or may withhold approval of future Consultant projects with the City.

c. Consultant is to comply with, and ensure its subconsultants and subcontractors comply with, all CTC resolutions as adopted or currently amended as well as the guidelines, and policies applicable to State- funded programs (or projects) including, but not limited to, Section 190, State Highway Account, Public Transportation Account, Proposition I8, Proposition IA, and the Road Repair and Accountability Act of 2017, respectively.

### **38. Debarment**

Consultant certifies that neither it nor its principals are suspended or debarred at the time of the execution of this Agreement and are not listed on the government wide Excluded Parties List System in the System for Award Management (SAM). Consultant agrees that it shall notify City immediately in the event a suspension or a debarment occurs after the execution of this Agreement.

### **39. Severability**

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

**40. Waiver**

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

**41. 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 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.

**42. Arbitration**

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

**43. Expenses of Enforcement**

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

**44. Authority to Execute**

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

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

**45. Notices**

a. Any notices to Consultant may be delivered personally or by mail addressed to Dokken Engineering, 1450 Frazee Road, Suite 100, San Diego CA 92108, Attention: Rob Burns, SE, Project Manager.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Transportation Division, 305 West Third Street, East Wing Second Floor, Oxnard, California 93030, Attention: Debbie O'Leary.

**46. Amendment**

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

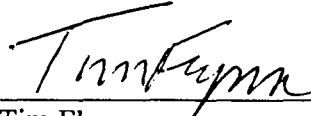
**47. Entire Agreement**

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

**[Signatures Follow on Next Page]**

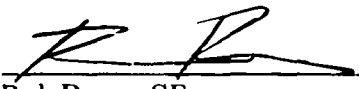
IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first written above.

**CITY OF OXNARD**

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

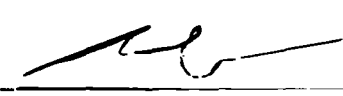
6/4/19  
Date

**DOKKEN ENGINEERING**

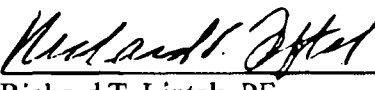
  
\_\_\_\_\_  
Rob Burns, SE,  
Project Manager

5/24/19  
Date

**APPROVED AS TO FORM:**

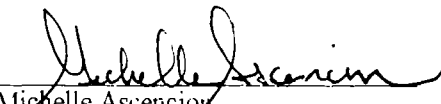
  
\_\_\_\_\_  
Stephen M. Fischer,  
City Attorney

5/24/19  
Date

  
\_\_\_\_\_  
Richard T. Liptak, PE  
President/Principal in Charge

5/24/19  
Date

**ATTEST:**

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

6/4/19  
Date

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

The City requires the following for any contract:

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

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

**EXHIBIT A**

**SCOPE OF SERVICES**

**A. Edison Canal Bridge Rehabilitation**

**SCOPE OF WORK**

Dokken Engineering (Dokken) has reviewed the Scope of Work defined in Section 5.2, "Scope of Work" of the Request for Proposals (RFP) and agrees to perform all work included in the RFP. The following scope of work includes all items included in the RFP with some enhancements to further ensure project delivery.

**Task 1 PROJECT MANAGEMENT**

**1.1 Meetings and Coordination**

Dokken shall develop a Project Development Team (PDT), subject to City approval. Members of the PDT shall include Consultant and Subconsultants, City, and other agency representatives, as necessary.

Dokken shall schedule and conduct a kick-off meeting and monthly PDT meetings. Dokken's environmental lead shall attend meetings with the City and/or permitting agencies as needed. Dokken shall conduct team meetings with affected agencies to review project schedules, concepts, plans, and specifications and prepare meeting minutes.

Deliverable: Meeting Materials and Meeting Minutes

**1.2 Schedule and Progress Reports**

Dokken shall prepare monthly progress reports and supporting data. The progress report shall include accomplished tasks for the month, anticipated progress for the next month, pending issues, and a schedule of completion of target dates.

Deliverable: Monthly Schedule Summaries and Progress Reports.

**1.3 Utility Coordination Support (OPTIONAL)**

If required for any recommended bridge work, Dokken shall support City Staff to coordinate the relocation of all utilities affected by the project. This includes identifying limits of relocation. This task does not include coordination with utility owners in the project vicinity or owner notification, relocation coordination and protection details.

Deliverable: Utility Coordination Support

**Task 2 ENVIRONMENTAL SUPPORT**

**2.1 Biological Site Visit**

Dokken's biologist/regulatory specialist shall conduct a site visit to map the ordinary high water mark, note existing conditions, and take photographs for the permit applications.

Deliverable: Memorandum summarizing results of the biology visit

**2.2 Section 401 Water Quality Certification**

Section 401 regulates discharges of fill and dredged materials into waters of the U.S. Dokken's environmental team shall submit the 401 application and work with the Los Angeles RWQCB to obtain a Section 401 Clean Water Certification. Application fees are not included in our fee and we assume they shall be paid by the City.

Deliverable: Section 401 Water Quality Certification

**2.3 Section 1602 Streambed Alteration Agreement**

Activities that have permanent or temporary impacts to lakes, streambeds, or their associated riparian areas are regulated by the CDFW. Dokken Engineering shall coordinate with the CDFW to obtain a Section 1602 Streambed Alteration Agreement. Dokken Engineering shall delineate boundaries of CDFW jurisdiction, assess project impacts, prepare a Notification of Streambed Alteration, and enter into a Streambed Alteration Agreement with CDFW for the bridge rehabilitation work. Application fees are not included in our fee and we assume they shall be paid by the City.

Deliverable: Section 1602 Streambed Alteration Agreement

**2.4 United States Coast Guard – Temporary Impacts Approval**

Dokken shall coordinate with Mr. Carl Hausner with District 11 of the U.S. Coast Guard. Mr. Hausner confirmed that these bridge rehabilitations would not need a full bridge permit since there shall be no permanent horizontal or vertical change to the structures. Coast Guard approval (and input) is necessary for the temporary construction impacts on navigation. At least 30 days prior to construction, Dokken shall submit a notification to the Coast Guard that provides a description of the project and engineering details and dimensions (plan sheets + explanations) of all temporary construction work that shall affect the horizontal and vertical clearances of the bridges (e.g. any dewatering device or construction platforms). Dokken shall follow up with the Coast Guard and answer any questions.

Deliverable: Temporary Impacts Approval from United States Coast Guard

**2.5 Coastal Development Permit**

Based on a review of the City's Coastal Zoning Ordinance and Coastal Land Use Plan, it is possible that the project could be considered exempt from the requirement for a coastal development permit as the project activities include "repair and maintenance activities". However, since the project shall require work, including the placement of rip-rap, within 20-feet of coastal waters or streams, it may be considered "extraordinary methods of repair and maintenance" which would trigger a coastal development permit. Dokken's environmental staff shall coordinate with the City's Planning Division and with the Coastal Commission if necessary to secure the proper level of Coastal Development Permit and/or Exemption for the project. Any application fees are not included in our fee.

Deliverable: Coastal Development Permit or Exemption

**2.6 Focused Bat Pre-Construction Survey**

Based on a measure identified in the NEPA Categorical Exclusion for the Edison Canal Bridge, a pre-construction bat survey is required. Dokken shall secure a bat specialist to conduct a focused pre-construction bat survey to determine if bats are living (day-roosting) within the bridge and to decide if bat exclusion devices need placed prior to the rehabilitation work. We recommend this survey be conducted during the final design/permitting phase, summer 2019, (rather than 1-week prior to construction as mentioned in the NEPA document) because it shall give the City/design team adequate time to incorporate exclusion methods into the PS&E package if necessary. Also, the most appropriate time to conduct a focused bat survey is during the late spring/summer months. If bat exclusion is required, Dokken's environmental team shall assist the City and Dokken's design team with including the proper exclusion measures in the specifications.

Deliverable: Memorandum documenting bat survey results

**2.7 Updated Preliminary Environmental Study (PES) Forms (OPTIONAL)**

If updated PES forms are required, Dokken's environmental staff shall support the City by putting all relevant project information into the Caltrans' January 2019 PES form and submitting them to Caltrans. Dokken shall



conduct literature research and shall provide explanations to support the conclusions of the PES. Dokken shall coordinate with Caltrans and the City to address any questions or comments and to secure approvals on the PES forms.

Deliverable: Approved PES Forms for Mandalay Bay and Edison Canal Bridges

**2.8** *Biological Memorandum for the NEPA Revalidation (OPTIONAL)*

To revalidate the 2013 NEPA Categorical Exclusions, Caltrans may require that a biologist visit the project site, conduct species record searches, and provide brief memorandums documenting that conditions have not changed. Dokken's biological staff shall conduct this species search and prepare a memorandum for the Mandalay Bay and Edison bridges for Caltrans. Dokken shall utilize the site visit being conducted for the permit applications to survey the site for all biological resources so an additional site visit is not required.

Deliverable: Biological Memorandums

**2.9** *Hazardous Waste Memorandum for the NEPA Revalidation (OPTIONAL)*

To revalidate the 2013 NEPA Categorical Exclusions, Caltrans may require that an updated Environmental Data Resource (EDR) Report and field survey be conducted. Dokken's qualified staff shall order an EDR (covering both bridges), survey the sites to look for hazardous waste/materials, and prepare brief memorandums summarizing the findings.

Deliverable: Hazardous Waste Memorandums

**Task 3 DESIGN PHASE**

**3.1** *Preliminary Engineering*

Dokken shall obtain and review available reports, maps and data from the City. Dokken shall create base plans for the bridge using record drawings obtained from the City.

Dokken shall conduct field reconnaissance to assess existing condition of the bridge and identify locations and limits of work to be completed.

Dokken shall prepare a General Plan for the required bridge work consisting of maintenance work items, limits, and locations specified in the "work recommendations" sections of the Caltrans bridge inspection reports. All rehabilitation work shall be specified using construction notes and details where necessary. This shall be submitted to the City for review and comment.

Dokken shall analyze the construction access, impacts and means and methods of construction to support the environmental permitting. Dokken shall prepare exhibits explaining construction techniques for use by the permitting agencies.

Deliverable: Bridge General Plan (1 Plan Sheet) and Environmental Exhibits.

**3.2** *Deck Rehabilitation Details*

Dokken shall develop deck rehabilitation details. These details shall include; limits of methacrylate treatment and polyester concrete overlay details.

Deliverable: Deck Rehabilitation Details (1 Plan Sheets)

**3.3** *Column Casing Repair Details*

Dokken shall develop details for cleaning, painting the corroded column casing. These details shall include; limits of paint removal, cleaning specifications, marine grade epoxy paint and primer details.

Deliverable: Deck Rehabilitation Details (1 Plan Sheets)

**3.4 Joint Seal Replacement Details**

Dokken shall develop joint seal replacement details for the 4 joints on the bridge. These details shall include saw cut depths and widths, joint seal assembly details, supplemental reinforcement and tie-in details to the existing structure and material specifications and data.

Deliverable: Joint Seal Replacement Details (3 Plan Sheet)

**3.5 Riprap Repair Details**

Dokken shall develop details for repairing the existing riprap that has deteriorated at the site. Details shall include; limits of riprap placement, key-in details, excavation details, bedding details and final grading.

Deliverable: Barrier Replacement Details (2 Plan Sheets)

**3.6 Approach Pavement Repair Details**

Projects funded through the Highway Bridge Program (HBP) are eligible for up to 400' of approach roadway work. Dokken shall develop details for pavement repair on the bridge approaches. Details shall include; typical overlay sections, dig-outs, saw cut lines, and tie-ins to existing curbs, gutters and driveways.

Deliverable: Approach Pavement Repair Plans (4 sheets)

**3.7 Traffic Handling Plans**

Dokken shall coordinate with traffic staff regarding allowable lane closures and working hour restrictions. Dokken shall prepare a traffic handling memorandum and traffic handling plans.

Deliverable: Traffic Handling Plans (2 sheets)

**3.8 Barrier Replacement Details (OPTIONAL)**

Dokken shall develop details for railing replacements along the bridge. The existing railing is substandard and has significant spalls and cracked concrete. The details shall include; concrete parapet railing layout, reinforcing details, removal limits, and bridge deck attachment details.

Deliverable: Barrier Replacement Details (3 Plan Sheets)

**3.9 PS&E Submittals**

Plans, specifications and estimates packages shall be prepared based on the items of work described above. The PS&E packages shall be submitted to the City for review and comment at the Draft and Final PS&E stages. Plans and Specifications shall be prepared using the current City Standards and supplemented with the current Caltrans Standards where necessary.

Construction estimate shall include total cost, as well as subtotals for each line item of work. Responses to comments received on any submittal shall be documented in a Comment Resolution Matrix and included with the subsequent submittal.

Deliverable: Draft PS&E and Comment Resolution Matrix, Final PS&E and Comment Resolution Matrix.

**Task 4 BID PHASE**

**4.1 Bid Support**

During bid phase, Dokken shall respond to bidder questions regarding PS&E. Dokken shall also assist with the preparation of addendum(s).

Deliverable: Responses to Bidder Questions, Addendums

**Task 5 CONSTRUCTION SUPPORT (OPTIONAL)**

It is understood that it shall be at the City's discretion to retain Dokken for construction support entailing changes to design. This project does not include any construction management, only design support. Dokken

has provided a cost estimate for each item of work described in Task 4 of the City's Request for Proposals, Task 4. It is understood that at the appropriate time a Notice to Proceed shall be executed for this phase of work:

**5.1 Construction Site Meetings (OPTIONAL)**

As needed, Dokken's project manager shall attend scheduled construction site meeting during the contract duration and respond to questions in the meeting. Five (5) meetings have been assumed.

Deliverable: Meeting Attendance

**5.2 Shop Drawing and Submittal Review (OPTIONAL)**

Dokken shall review and respond to shop drawing submittals for conformity with the plans and specifications. Typical submittals including; reinforcement shop drawings, joint seal shop drawings, spall repair material specifications sheets, concrete mix designs, painting material submittals and access platform plans and calculations have been assumed.

Deliverable: Submittal Review Comments and Approvals

**5.3 RFIs and CRs (OPTIONAL)**

Dokken shall review and respond to Request for Information (RFI) or Change Request (CR) from the City or Contractor within three (3) working days from the time of notice.

Deliverable: Responses to RFIs and CRs

**5.4 Design Revisions (OPTIONAL)**

Dokken shall review design CR and prepare new design plans as needed. Dokken shall maintain a log of all changes (either clouded or clearly described) to approved plan set.

Dokken shall assist City's project manager in review and making recommendations to Contract Change Orders (CCO). Prepare cost estimates for change order work.

Deliverable: Revised Plans and Specifications

**5.5 As-Builts and Record Drawings (OPTIONAL)**

Dokken shall prepare record drawings upon completion of the project and acquire the daily red lined plans from the Contractor and their Subcontractors. Final record drawings shall be both submitted in electronic files AutoCAD and PDF, and Mylar.

Deliverable: As-Built Plans (.DWG, .PDF, and Mylars)

## **B. Mandalay Bay Bridge Rehabilitation**

### **SCOPE OF WORK**

Dokken Engineering (Dokken) has reviewed the Scope of Work defined in Section 5.2, "Scope of Work" of the Request for Proposals (RFP) and agrees to perform all work included in the RFP. The following scope of work includes all items included in the RFP with some enhancements to further ensure project delivery.

#### **Task 1 PROJECT MANAGEMENT**

##### **1.1 Meetings and Coordination**

Dokken shall develop a Project Development Team (PDT), subject to City approval. Members of the PDT shall include Consultant and Subconsultants, City, and other agency representatives, as necessary.

Dokken shall schedule and conduct a kick-off meeting and monthly PDT meetings. Dokken's environmental lead shall attend meetings with the City and/or permitting agencies as needed. Dokken shall conduct team meetings with affected agencies to review project schedules, concepts, plans, and specifications and prepare meeting minutes.

Deliverable: Meeting Materials and Meeting Minutes

##### **1.2 Schedule and Progress Reports**

Dokken shall prepare monthly progress reports and supporting data. The progress report shall include accomplished tasks for the month, anticipated progress for the next month, pending issues, and a schedule of completion of target dates.

Deliverable: Monthly Schedule Summaries and Progress Reports.

##### **1.3 Utility Coordination Support (OPTIONAL)**

If required for any recommended bridge work, Dokken shall support City Staff to coordinate the relocation of all utilities affected by the project. This includes identifying limits of relocation. This task does not include coordination with utility owners in the project vicinity or owner notification, relocation coordination and protection details.

Deliverable: Utility Coordination Support

#### **Task 2 ENVIRONMENTAL SUPPORT**

##### **2.1 Biological Site Visit**

Dokken's biologist/regulatory specialist shall conduct a site visit to map the ordinary high water mark, note existing conditions, and take photographs for the permit applications.

Deliverable: Memorandum summarizing results of the biology visit

##### **2.2 Section 401 Water Quality Certification**

Section 401 regulates discharges of fill and dredged materials into waters of the U.S. Dokken's environmental team shall submit the 401 application and work with the Los Angeles RWQCB to obtain a Section 401 Clean Water Certification. Application fees are not included in our fee and we assume they shall be paid by the City.

Deliverable: Section 401 Water Quality Certification

### **2.3 Section 1602 Streambed Alteration Agreement**

Activities that have permanent or temporary impacts to lakes, streambeds, or their associated riparian areas are regulated by the CDFW. Dokken Engineering shall coordinate with the CDFW to obtain a Section 1602 Streambed Alteration Agreement. Dokken Engineering shall delineate boundaries of CDFW jurisdiction, assess project impacts, prepare a Notification of Streambed Alteration, and enter into a Streambed Alteration Agreement with CDFW for the bridge rehabilitation work. Application fees are not included in our fee and we assume they shall be paid by the City.

Deliverable: Section 1602 Streambed Alteration Agreement

### **2.4 United States Coast Guard – Temporary Impacts Approval**

Dokken shall coordinate with Mr. Carl Hausner with District 11 of the U.S. Coast Guard. Mr. Hausner confirmed that these bridge rehabilitations would not need a full bridge permit since there shall be no permanent horizontal or vertical change to the structures. Coast Guard approval (and input) is necessary for the temporary construction impacts on navigation. At least 30 days prior to construction, Dokken shall submit a notification to the Coast Guard that provides a description of the project and engineering details and dimensions (plan sheets + explanations) of all temporary construction work that shall affect the horizontal and vertical clearances of the bridges (e.g. any dewatering device or construction platforms). Dokken shall follow up with the Coast Guard and answer any questions.

Deliverable: Temporary Impacts Approval from United States Coast Guard

### **2.5 Coastal Development Permit**

Based on a review of the City's Coastal Zoning Ordinance and Coastal Land Use Plan, it is possible that the project could be considered exempt from the requirement for a coastal development permit as the project activities include "repair and maintenance activities". However, since the project shall require work, including the placement of rip-rap, within 20-feet of coastal waters or streams, it may be considered "extraordinary methods of repair and maintenance" which would trigger a coastal development permit. Dokken's environmental staff shall coordinate with the City's Planning Division and with the Coastal Commission if necessary to secure the proper level of Coastal Development Permit and/or Exemption for the project. Any application fees are not included in our fee.

Deliverable: Coastal Development Permit or Exemption

### **2.6 Updated Preliminary Environmental Study (PES) Forms (OPTIONAL)**

If updated PES forms are required, Dokken's environmental staff shall support the City by putting all relevant project information into the Caltrans' January 2019 PES form and submitting them to Caltrans. Dokken shall conduct literature research and shall provide explanations to support the conclusions of the PES. Dokken shall coordinate with Caltrans and the City to address any questions or comments and to secure approvals on the PES forms.

Deliverable: Approved PES Forms for Mandalay Bay and Edison Canal Bridges

### **2.7 Biological Memorandum for the NEPA Revalidation (OPTIONAL)**

To revalidate the 2013 NEPA Categorical Exclusions, Caltrans may require that a biologist visit the project site, conduct species record searches, and provide brief memorandums documenting that conditions have not changed. Dokken's biological staff shall conduct this species search and prepare a memorandum for the Mandalay Bay and Edison bridges for Caltrans. Dokken shall utilize the site visit being conducted for the permit applications to survey the site for all biological resources so an additional site visit is not required.

Deliverable: Biological Memorandums

**2.8 Hazardous Waste Memorandum for the NEPA Revalidation (OPTIONAL)**

To revalidate the 2013 NEPA Categorical Exclusions, Caltrans may require that an updated Environmental Data Resource (EDR) Report and field survey be conducted. Dokken's qualified staff shall order an EDR (covering both bridges), survey the sites to look for hazardous waste/materials, and prepare brief memorandums summarizing the findings.

Deliverable: Hazardous Waste Memorandums

**Task 3 DESIGN PHASE**

**3.1 Preliminary Engineering**

Dokken shall obtain and review available reports, maps and data from the City. Dokken shall create base plans for the bridge using record drawings obtained from the City.

Dokken shall conduct field reconnaissance to assess existing condition of the bridge and identify locations and limits of work to be completed.

Dokken shall prepare a General Plan for the required bridge work consisting of maintenance work items, limits, and locations specified in the "work recommendations" sections of the Caltrans bridge inspection reports. All rehabilitation work shall be specified using construction notes and details where necessary. This shall be submitted to the City for review and comment.

Dokken shall analyze the construction access, impacts and means and methods of construction to support the environmental permitting. Dokken shall prepare exhibits explaining construction techniques for use by the permitting agencies.

Deliverable: Bridge General Plan (1 Plan Sheet) and Environmental Exhibits.

**3.2 Deck Rehabilitation Details**

Dokken shall develop deck rehabilitation details. These details shall include; partial removal and replacement of the deck overlay placed during the widening of the original bridge, methacrylate treatment of the widening and polyester concrete overlay details. Supplemental reinforcement and removal limits shall be detailed on the plans.

Deliverable: Deck Rehabilitation Details (3 Plan Sheets)

**3.3 Joint Seal Replacement Details**

Dokken shall develop joint seal replacement details. These details shall include saw cut depths and widths, joint seal types and limits, sidewalk cover plates for ADA compliance and material specifications and data.

Deliverable: Joint Seal Replacement Details (1 Plan Sheet)

**3.4 Structure Approach Slab Details**

Dokken shall provide details for retrofit approach slabs at each end of the bridge. The existing approach pavement is significantly deteriorated. The approach slabs shall prevent future deterioration. Details shall include; attachments to existing abutments, reinforcing, subgrade limits and tie-ins to barrier and sidewalk.

Deliverable: Structure Approach Slab Details (2 Plan Sheets)

**3.5 Riprap Repair Details**

Dokken shall develop details for repairing the existing riprap that has deteriorated at the site. Details shall include; limits of riprap placement, key-in details, excavation details, bedding details and final grading.

Deliverable: Barrier Replacement Details (2 Plan Sheets)



### **3.6 Approach Pavement Repair Details**

Projects funded through the Highway Bridge Program (HBP) are eligible for up to 400' of approach roadway work. Dokken shall develop details for pavement repair on the bridge approaches. Details shall include; typical overlay sections, dig-outs, saw cut lines, and tie-ins to existing curbs, gutters and driveways.

Deliverable: Approach Pavement Repair Plans (4 sheets)

### **3.7 Traffic Handling Plans**

Dokken shall coordinate with traffic staff regarding allowable lane closures and working hour restrictions. Dokken shall prepare a traffic handling memorandum and traffic handling plans.

Deliverable: Traffic Handling Plans (2 sheets)

### **3.8 Barrier Replacement Details (OPTIONAL)**

Dokken shall develop details for railing replacements along the bridge. The existing railing is substandard and has significant spalls and cracked concrete. The details shall include; concrete parapet railing layout, reinforcing details, removal limits, and bridge deck attachment details.

Deliverable: Barrier Replacement Details (3 Plan Sheets)

### **3.9 PS&E Submittals**

Plans, specifications and estimates packages shall be prepared based on the items of work described above. The PS&E packages shall be submitted to the City for review and comment at the Draft and Final PS&E stages. Plans and Specifications shall be prepared using the current City Standards and supplemented with the current Caltrans Standards where necessary.

Construction estimate shall include total cost, as well as subtotals for each line item of work. Responses to comments received on any submittal shall be documented in a Comment Resolution Matrix and included with the subsequent submittal.

Deliverable: Draft PS&E and Comment Resolution Matrix, Final PS&E and Comment Resolution Matrix.

## **Task 4 BID PHASE**

### **4.1 Bid Support**

During bid phase, Dokken shall respond to bidder questions regarding PS&E. Dokken shall also assist with the preparation of addendum(s).

Deliverable: Responses to Bidder Questions, Addendums

## **Task 5 CONSTRUCTION SUPPORT (OPTIONAL)**

It is understood that it shall be at the City's discretion to retain Dokken for construction support entailing changes to design. This project does not include any construction management, only design support. Dokken has provided a cost estimate for each item of work described in Task 4 of the City's Request for Proposals, Task 4. It is understood that at the appropriate time a Notice to Proceed shall be executed for this phase of work:

### **5.1 Construction Site Meetings (OPTIONAL)**

As needed, Dokken's project manager shall attend scheduled construction site meeting during the contract duration and respond to questions in the meeting. Five (5) meetings have been assumed.

Deliverable: Meeting Attendance

**5.2 Shop Drawing and Submittal Review (OPTIONAL)**

Dokken shall review and respond to shop drawing submittals for conformity with the plans and specifications. Typical submittals including; reinforcement shop drawings, joint seal shop drawings, spall repair material specifications sheets, concrete mix designs, painting material submittals and access platform plans and calculations have been assumed.

Deliverable: Submittal Review Comments and Approvals

**5.3 RFIs and CRs (OPTIONAL)**

Dokken shall review and respond to Request for Information (RFI) or Change Request (CR) from the City or Contractor within three (3) working days from the time of notice.

Deliverable: Responses to RFIs and CRs

**5.4 Design Revisions (OPTIONAL)**

Dokken shall review design CR and prepare new design plans as needed.

Dokken shall maintain a log of all changes (either clouded or clearly described) to approved plan set. Dokken shall assist City's project manager in review and making recommendations to Contract Change Orders (CCO). Prepare cost estimates for change order work.

Deliverable: Revised Plans and Specifications

**5.5 As-Builts and Record Drawings (OPTIONAL)**

Dokken shall prepare record drawings upon completion of the project and acquire the daily red lined plans from the Contractor and their Subcontractors. Final record drawings shall be both submitted in electronic files AutoCAD and PDF, and Mylar.

Deliverable: As-Built Plans (.DWG, .PDF, and Mylars)

**EXHIBIT B**

**SCHEDULE OF SERVICES**

Time is of the essence for this project due to the Caltrans Highway Bridge Program (HBP) grant funding. The City intends to issue the Notice to Proceed (NTP) to the selected Consultant after City Council action in June 2019. The Consultant shall begin work as soon as the NTP is issued. The City anticipates a construction bid-ready PS&E package to be completed within six (6) months of the NTP.

The City shall submit for Caltrans approvals, including environmental re-validation and right-of-way certification in fall of 2019 and obtain Caltrans authorization to proceed with construction in summer 2020. Construction is estimated to begin in fall 2020.

DOKKEN ENGINEERING, shall produce a delivery schedule as part of TASK 1 PROJECT MANAGEMENT, 1.2 Schedule and Progress Reports.

**EXHIBIT C**  
**COST PROPOSAL\***  
**[see attached tables that follow]**

\* In any case, payments to Consultant for related travel and subsistence (per diem) expenses of Consultant forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by Consultant are in excess of DPA rates, Consultant is responsible for the cost difference, and any overpayments inadvertently paid by City shall be reimbursed to City by Consultant on demand within thirty (30) days of such invoice.

EXHIBIT INS-A

INSURANCE REQUIREMENTS

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. A-8094  
P.O. Box 100085 - OX  
Duluth, GA 30096  
Via Email: [cityofoxnard@ebix.com](mailto:cityofoxnard@ebix.com)  
Via Fax: 678-259-1007

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

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council,

**Agreement No. A-8141**

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.

5/19



**INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS**

***Certificates of Insurance***

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

***Endorsement Forms***

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that the Consultant/insurer use the endorsement forms which are attached. Substitute forms shall be accepted, however, as long as they include provisions comparable to the sample accord form.

INS-A.doc

# ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

**PRODUCER**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

**COMPANIES AFFORDING INSURANCE COVERAGE**

INSURED

COMPANY  
LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY  
LETTER B

**COVERAGES**

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

| CO<br>LTR | TYPE OF INSURANCE                                                                                                                       | POLICY<br>NUMBER | POLICY<br>EFFECTIVE<br>DATE<br>(MM/DD/YY) | POLICY<br>EXPIRATION<br>DATE<br>(MM/DD/YY) | LIMITS                                                                                                                                                                                                       |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------|------------------|-------------------------------------------|--------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A         | <b>GENERAL LIABILITY</b><br>[x] COMMERCIAL GENERAL<br>LIABILITY [ ] CLAIMS<br>MADE [x] OCCUR.<br>[x] OWNER'S &<br>CONTRACTOR'S PROT.    |                  |                                           |                                            | GENERAL AGGREGATE \$1,000,000<br>PRODUCTS COMP/OP AGG. \$1,000,000<br>PERSONAL & ADV. INJURY \$1,000,000<br>EACH OCCURRENCE \$1,000,000<br>FIRE DAMAGE (Any one fire) \$<br>MED. EXPENSE (Any one person) \$ |
| A         | <b>AUTOMOBILE LIABILITY</b><br>[x] ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS<br>GARAGE LIABILITY |                  |                                           |                                            | COMBINED SINGLE \$1,000,000<br>LIMIT<br>BODILY INJURY \$<br>(Per person)<br>BODILY INJURY \$<br>(Per accident)<br>PROPERTY DAMAGES \$                                                                        |
| A         | <b>EXCESS LIABILITY</b><br>UMBRELLA FORM<br>OTHER THAN UMBRELLA<br>FORM                                                                 |                  |                                           |                                            | EACH OCCURRENCE \$<br>AGGREGATE \$                                                                                                                                                                           |
| A         | <b>WORKERS'<br/>COMPENSATION<br/>AND<br/>EMPLOYERS' LIABILITY</b>                                                                       |                  |                                           |                                            | STATUTORY LIMITS<br>EACH ACCIDENT \$1,000,000<br>DISEASE-POLICY LIMIT \$1,000,000<br>DISEASE-EACH EMPLOYEE \$1,000,000                                                                                       |
| A         | <b>OTHER</b><br>Errors and omissions insurance or malpractice insurance available for the<br>insured's profession                       |                  |                                           |                                            | Minimum coverage \$1,000,000<br>Each consultant/ \$500,000<br>& listed sub-consultant                                                                                                                        |

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

**CERTIFICATE HOLDER**

**CITY OF OXNARD**

**Attn: Insurance Compliance**

**Reference No. A-8094**

**P.O. Box 100085 - OX**

**Duluth, GA 30096**

**Via Email: [cityofoxnard@ebix.com](mailto:cityofoxnard@ebix.com)**

**Via Fax: 678-259-1007**

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY SHALL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                  |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |                     |                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------|-----------------------|
| GENERAL LIABILITY SPECIAL ENDORSEMENT<br>FOR THE CITY OF OXNARD (the "City")                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                  |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  | SUBMIT IN DUPLICATE |                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                  |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  | ENDORSEMENT NO.     | ISSUE DATE (MM/DD/YY) |
| PRODUCER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                                  |           | POLICY INFORMATION:<br>Insurance Company:<br>Policy No.:<br>Policy Period: (from) _____ (to) _____<br>LOSS ADJUSTMENT EXPENSE <input type="checkbox"/> Included in Limits<br><input type="checkbox"/> In Addition to Limits                                                                                                                                                                                                                                  |  |                     |                       |
| Telephone:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                  |           | <input type="checkbox"/> Deductible <input type="checkbox"/> Self-Insured Retention (check which) of \$ _____<br>with an Aggregate of \$ _____ applies to _____<br>coverage. <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Per Claim                          (which)                                                                                                                                                                     |  |                     |                       |
| NAMED INSURED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |                                  |           | 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 <input type="checkbox"/> in which case only the following specific agreements and permits with the City are covered                                                                                                                                               |  |                     |                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                  |           | CITY AGREEMENTS/PERMITS                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |                     |                       |
| TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                  |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |                     |                       |
| GENERAL LIABILITY<br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> Claims Made<br><input type="checkbox"/> COMPREHENSIVE GENERAL LIABILITY                  Retroactive Date _____<br><input type="checkbox"/> OWNERS & CONTRACTORS PROTECTIVE <input type="checkbox"/> Occurrence                                                                                                                                                                                                                                                                                                                                                              |  |                                  |           | OTHER PROVISIONS                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                     |                       |
| COVERAGES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  | LIABILITY LIMITS IN THOUSANDS \$ |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |                     |                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  | EACH OCCURRENCE                  | AGGREGATE |                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |                     |                       |
| <input type="checkbox"/> GENERAL<br><input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS<br><input type="checkbox"/> PERSONAL & ADVERTISING INJURY<br><input type="checkbox"/> FIRE DAMAGE<br><input type="checkbox"/> _____<br><input type="checkbox"/> _____                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                  |           | CLAIMS: Underwriter's representative for claims pursuant to this insurance.<br><br>Name: _____<br>Address: _____<br><br>Telephone: (_____) _____                                                                                                                                                                                                                                                                                                             |  |                     |                       |
| In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                                  |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |                     |                       |
| 1. <b>INSURED.</b> 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. <b>CONTRIBUTION NOT REQUIRED.</b> 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. <b>SEVERABILITY OF INTEREST.</b> 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. <b>CANCELLATION NOTICE.</b> 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. <b>PROVISIONS REGARDING THE INSURED'S DUTIES.</b> 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. <b>SCOPE OF COVERAGE.</b> This policy, if primary, affords coverage at least as broad as:<br>a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or<br>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<br>Attn: Insurance Compliance<br>Reference No. A-8094<br>P.O. Box 100085 - OX<br>Duluth, GA 30096<br>Via Email: <a href="mailto:cityofoxnard@ebix.com">cityofoxnard@ebix.com</a><br>Via Fax: 678-259-1007                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                                  |           | AUTHORIZED REPRESENTATIVE<br><input type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> _____<br><br>I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.<br><br>Signature _____<br>(original signature required)<br>Telephone: (_____) _____                          Date Signed: _____ |  |                     |                       |

|                 |                       |
|-----------------|-----------------------|
| ENDORSEMENT NO. | ISSUE DATE (MM/DD/YY) |
|-----------------|-----------------------|

**POLICY INFORMATION:**

**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)

CITY AGREEMENTS/PERMITS

## OTHER PROVISIONS

☐ COMMERCIAL AUTO POLICY  
☐ BUSINESS AUTO POLICY  
☐ OTHER

**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. A-8094**  
**P.O. Box 100085 – OX**  
**Duluth, GA 30096**  
**Via Email: [cityofoxnard@ebix.com](mailto:cityofoxnard@ebix.com)**  
**Via Fax: 678-259-1007**

**AUTHORIZED REPRESENTATIVE**

☐ Broker/Agent    ☐ Underwriter    ☐ \_\_\_\_\_

I \_\_\_\_\_ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature \_\_\_\_\_ (original signature required)

Telephone: (       )                      Date Signed \_\_\_\_\_

**EXHIBIT D**

**FAIR EMPLOYMENT PRACTICES ADDENDUM**

1. In the performance of this Agreement, Consultant and its subconsultants and subcontractors shall not discriminate, harass or allow harassment against any employee or applicant for employment because of race, color, sex, sexual orientation, religion or religious creed, ancestry or national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including but not limited to cancer), age, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Consultant shall take affirmative action to ensure that employees are treated during employment without regard to their race, color, sex, sexual orientation, religion or religious creed, ancestry or national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including but not limited to cancer), age, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; evaluation; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and general treatment. Consultant shall post in conspicuous places, available to employees for employment, notices to be provided by State setting forth the provisions of this Fair Employment section.
2. Consultant, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq. and 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapters 5 of Divisions 4 and 4.1 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and each of its subconsultants and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreements, as appropriate.
3. Consultant shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this Agreement.
4. Consultant shall permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by State, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by State, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.
5. Remedies for Willful Violation:
  - (a) State may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which Consultant was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that Consultant has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.
  - (b) For willful violation of this Fair Employment Provision, State shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by State in securing the goods or services thereunder shall be borne and paid for by Consultant and by the surety under the performance bond, if any, and State may deduct from any moneys due or thereafter may become due to Consultant, the difference between the price named in the Agreement and the actual cost thereof to State to cure Consultant's breach of this Agreement.

**EXHIBIT E**

**NONDISCRIMINATION ASSURANCES**

CONSULTANT HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the State, acting for the U.S. Department of Transportation, it shall comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C.

2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the Regulations), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Consultant receives federal financial assistance from the Federal Department of Transportation. CONSULTANT HEREBY GIVES ASSURANCE THAT CONSULTANT shall promptly take any measures necessary to effectuate this Agreement. This assurance is required by subsection 21.7(a)(1) of the Regulations.

More specifically, and without limiting the above general assurance, Consultant hereby gives the following specific assurances with respect to its federal-aid Program:

1. That Consultant agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, shall be (with regard to a "program") conducted, or shall be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

2. That Consultant shall insert the following notification in all solicitations for bids for work or material subject to the Regulations made in connection with the federal-aid program and, in adapted form, in all proposals for negotiated agreements:

Consultant hereby notifies all bidders that it shall affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises shall be afforded full opportunity to submit bids in response to this invitation and shall not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That Consultant shall insert the clauses of Appendix A of this assurance in every agreement subject to the Act and the Regulations.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where Consultant receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where Consultant receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That Consultant shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Consultant with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-

**Agreement No. A-8141**

aid Program; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid program.

8. That this assurance obligates Consultant for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates Consultant or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which Consultant retains ownership or possession of the property.

9. That Consultant shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that Consultant, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program shall comply with all requirements imposed by, or pursuant to, the Act, the Regulations, this Assurance and the Agreement.

10. That Consultant agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this Assurance.

11. Consultant shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any State assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. Consultant shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of State assisted contracts. Consultant's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved DBE Implementation Agreement, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31 USC 3801 *et seq.*)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to Consultant by State, acting for the U.S. Department of Transportation, and is binding on Consultant, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

Appendices A through D are attached hereto and incorporated herein by this reference.



**Agreement No. A-8141**

**APPENDIX A TO EXHIBIT E**

During the performance of this Agreement, Consultant, for itself, its assignees and successors in interest (hereinafter collectively referred to as Consultant) agrees as follows:

(1) **Compliance with Regulations:** Consultant shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

(2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Sub-agreements, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to Consultant's books, records, accounts, other sources of information, and its facilities as may be determined by State or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to State or the FHWA as appropriate, and shall set forth what efforts Consultant has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of Consultant's noncompliance with the nondiscrimination provisions of this agreement, State shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to Consultant under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Consultant shall take such action with respect to any sub-agreement or procurement as State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Consultant becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Consultant may request State enter into such litigation to protect the interests of State, and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

**APPENDIX B TO EXHIBIT E**

The following clauses shall be included in any and all deeds effecting or recording the transfer of Project real property, structures or improvements thereon, or interest therein from the United States.

**(GRANTING CLAUSE)**

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that Consultant shall accept title to the lands and maintain the Project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Consultant all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit D attached hereto and made a part hereof.

**(HABENDUM CLAUSE)**

TO HAVE AND TO HOLD said lands and interests therein unto Consultant and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which shall remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on Consultant, its successors and assigns.

Consultant, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and)\*

(2) that Consultant shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended(;) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the

U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.\*

\* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

**APPENDIX C TO EXHIBIT E**

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by Consultant, pursuant to the provisions of Assurance 7(a) of Exhibit E.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)\*

That in the event of breach of any of the above nondiscrimination covenants, Consultant shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said {license, lease, permit, etc.) had never been made or issued.

(Include in deeds)\*

That in the event of breach of any of the above nondiscrimination covenants, Consultant shall have the right to re-enter said land and facilities thereon, and the above- described lands and facilities shall thereupon revert to and vest in and become the absolute property of Consultant and its assigns.

\* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

**APPENDIX D TO EXHIBIT E**

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the Consultant, pursuant to the provisions of Assurance 7(b) of Exhibit E.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

- (1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;
- (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and
- (3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)\*

That in the event of breach of any of the above nondiscrimination covenants, Consultant shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said {license, lease, permit, etc.) had never been made or issued.

{Include in deeds)\*

That in the event of breach of any of the above nondiscrimination covenants, Consultant shall have the right to re-enter said land and facilities thereon, and the above- described lands and facilities shall thereupon revert to and vest in and become the absolute property of Consultant, and its assigns.

\* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

EXHIBIT F

FEDERAL LOBBYING ACTIVITIES CERTIFICATION

1. The undersigned certifies, to the best of his or her knowledge and belief, that:

a. No federal or state appropriated funds have been paid or shall be paid, by or on behalf of Consultant or the undersigned, to any person for influencing or attempting to influence an officer or employee of any State or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the State Legislature or Congress, or any employee of a Member of the State Legislature or Congress in connection with the awarding of any State or federal contract, including this Agreement, the making of any State or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any State or federal contract, grant, loan, or cooperative contract.

b. If any funds other than federal appropriated funds have been paid, or shall be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Agreement, grant, local, or cooperative contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

2. The undersigned shall require that the language of this certification be included in all lower tier sub-agreements and that all such sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when the Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, United States Code. Any party who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Consultant: DOKKEN ENGINEERING

Name: ROB BURNS

Title: PROJECT MANAGER

Signature: [Signature]

Date: 5/24/19

Name: RICHARD T. LIPTAK

Title: President

Signature: [Signature]

Date: 5/24/19



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

**DATE:** October 3, 2023  
**TO:** City Council  
**FROM:** Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org  
**SUBJECT:** Harbour Island Homeowners Association Donation Agreement A-8531 to Waterway Maintenance District - Zone 2 (Harbour Island).

**RECOMMENDATION**

That the City Council, acting as the legislative body of the Waterway Maintenance District, approve and authorize:

1. An Agreement from the Harbour Island Homeowners Association for the donation of \$15,446 for landscape maintenance and on-call services; and
2. Recognize the acceptance of the \$15,446 donation from the Harbour Island Homeowners Association, and therefrom appropriate \$15,446 to the Waterway Zone 2 Harbour Island District (Fund 40203801).

(Public Works Transportation Committee approved 2-0)

**BACKGROUND**

In June 1970, the Waterway Maintenance Assessment District ("WAD") was formed for "*the maintenance of the public waterways, parking and landscape areas those certain channels and landscape areas in Tract Nos. 1904 and 2026-1*" (Resolution 5121). On October 26, 1976, by Resolution 6830, the City's Waterway Assessment District annexed the Harbour Island community, thereby creating two zones within the WAD. This Resolution also amended the purposes of the Waterway Maintenance District, including "*the maintenance and operation, including the cost of necessary repairs, replacements, care, supervision, cleaning, dredging and all other items necessary or proper for the maintenance and operation of the waterways and bulkheads dedicate in Tracts 1904-1, 2 & 3 and 2026-1, 2, and 3; The Edison Canal from the north line of the right of way of Channel Islands Boulevard to the north line of Tract No. 2026-3; maintenance and operation by caring for, cleaning, repairing, placing and replacing of asphalt, curbs, shrubs, lawns, trees, flowers, irrigation systems and water services and meters of the landscape areas; a program of water quality and biota monitoring.*"

In 1996, Proposition 218 was passed, outlining the modified requirements to increase annual assessments to include the maintenance of both zones within the WAD. Since the passing of Proposition 218, WAD Zone 2 - Harbour Island has been assessed the maximum amount available for costs associated with maintenance of public improvements surrounding the property, including services for the waterways. This amount remains \$371.70 per parcel per year on 129 parcels for a total annual operating budget of \$47,949. This amount is only enough to cover the current direct and overhead costs to maintain the landscaping at a service level of "C" (every three weeks) and does not allow for the routine and corrective maintenance of any of the other items noted in the formation documents listed above (e.g., dredging, bulkheads, asphalt, curbs, etc...).

The costs to maintain just the landscape improvements continues to increase while the assessments remain at a rate set prior to the passing of Prop 218 in 1996. Therefore, the level of service that can be provided for WAD Zone 2 has continued to decline in order to remain within the annual operating budget of \$47,949. WAD Zone 2 is currently at a

landscape service level “C” which includes landscape maintenance every three weeks.

## **DISCUSSION**

Over the past few years, the Special Districts Division staff and/or consultants from NBS has engaged the Harbour Island Homeowners Association (“HOA”) regarding the budget shortfalls of WAD Zone 2 and informed them that because of the change implemented by Prop 218, their annual assessment is capped, unless voted on by the property owners.

In 2019, Special Districts staff engaged the HOA regarding the funding shortfalls for water quality remediation that resulted in the HOA paying \$4,853.37 to the WAD for FY 2020-21. In March 2023, staff explained again that the remaining funding for FY 2022-23 was not sufficient enough to support the fourth quarter landscape maintenance service. As a result, the contracted services were stopped on March 10, 2023, and City staff provided the basic maintenance and repair functions until the new fiscal year beginning July 1, 2023.

In subsequent meetings between staff and the HOA, the HOA proposed to supplement the WADs FY 2023-24 operating budget to ensure a full 12-months of landscaping services (service level “C”) and for additional on-call maintenance services, including irrigation repairs and mulching. The HOA has expressed interest in long-term solutions to fund shortfalls, including the Proposition 218 process, annexation into a CFD, or continued HOA-funding.

Government Code section 37354 allows a private entity to make a donation to a municipality for a specific purpose. Code section 37354 states in part, “The legislative body may accept ... any gift, bequest, or devise made to or for the city, ... or in trust for any public purpose. It may hold and dispose of the property and the income and increase from the property for such uses as are prescribed in the terms of the gift, bequest, or devise.” Staff recommends that the Council accept the donation from the HOA for the use as described in the donation agreement. The donation agreement has been reviewed by the City Attorney’s Office.

## **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 impact to the General Fund for this donation. The donated amount of \$15,446 (\$5,646 C level service + \$5,800 mulch labor cost + \$4,000 irrigation repairs) will be recognized in the revenue account 40203801-47300 and appropriated to the expense account 40203801-53200 in Waterways Zone 2 - Harbour Island District (Fund 40203801).

*For Finance Use Only: Assessment District Fund (Fund 120) - Waterways 02 Harbour Island Subfund (Org. 40203801 Obj. 47300 & 53200)*

## **COMMITTEE OUTCOME**

The Public Works and Transportation Committee approved 2-0 on September 12, 2023 to approve the staff recommendation with changes to the signatory name and title and to forward the item for Council approval.

*Prepared by: Eric Storrie, Special Districts Manager, Steve Howlett, Assistant Public Works Director*

## **ATTACHMENTS**

1. Harbour Island HOA Donation Agreement
2. City of Oxnard Special Districts Map
3. City of Oxnard Special Districts List
4. City of Oxnard Maintenance Service Level Document



**CITY OF OXNARD  
DONATION AGREEMENT**

THIS DONATION AGREEMENT (“Agreement”) is entered into in Ventura County, California, on September 12, 2023. This Agreement is entered by and between the City of Oxnard (“City”) and Harbour Island Homeowners Association (“Donor”), for good and valuable consideration, subject to the following terms and conditions:

**SECTION 1. DONATION**

Donor is (check and complete all that apply):

- ✓ donating \$15,446 in a lump sum.
- donating \$ \_\_\_\_\_ in \_\_\_\_\_ (monthly, quarterly, etc.) payments of \$ \_\_\_\_\_ in \_\_\_\_\_ installments.
- donating the following (describe equipment):
- Donor prefers the City use the Donation for the following limited purpose(s):

**Donation by Harbour Island Homeowners Association is to be specifically used for District-wide irrigation repairs; District-wide mulch, and a full-year of landscape maintenance services (“C” Level of Service).**

**SECTION 2. BEHESTED DONATION**

- ☐ If this box is checked this donation is being made at the behest of CouncilMember/Commissioner/City Staff Member \_\_\_\_\_.

If the Donation is being made at the behest of an elected official, the City shall notify the elected official that the elected official may be required to submit a Form 803 Behested Payment Report to the Fair Political Practices Commission.

**SECTION 3. ADDITIONAL CONDITIONS**

The City’s acceptance of the Donation is subject to the conditions specified as follows:

1. Pursuant to California Government Code Section 37354, the City acknowledges that the Donation shall be used for a public purpose as described in **Section 1**.
2. The City shall provide Donor with a donation receipt indicating the amount of the donation or estimated value of goods or services donated within 30 days of receiving the Donation.

3. The City will make best efforts to use the Donation for the purpose(s) specified in **Section 1**. If it is impractical for the City to use the Donation for the purposes specified in **Section 1**, the City may use the Donation in any manner at its sole discretion and Donor has no right or obligation to control City's use of the donation.
4. Donor has not and will not receive any extra goods or services in exchange for the Donation and the City will not grant any extra consideration to the Donor in relation to City procurement, regulatory matters, or any other business, services, or operations of the City.
5. No Warranties. Donor(s), including its officers, employees, and agents, make no representations whatsoever, extend no warranties of any kind, either express or implied, including but not limited to the implied warranties of merchantability or fitness for a particular purpose, and assumes no responsibilities whatsoever with respect to design, development, manufacture, or use of the Donated Equipment.

#### **SECTION 4. COORDINATION**

In connection with administering this agreement, Donor and City shall work through the following primary representatives:

|                        | CITY OF OXNARD                                                             | DONOR                                                                                                  |
|------------------------|----------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|
| PRIMARY REPRESENTATIVE | George Rivera Jr., Special Districts Project Manager                       | Richard Drake, Harbour Island Homeowners Association, President                                        |
| ADDRESS                | 1060 Pacific Ave, Building 1<br>Oxnard, CA 93030                           | C/O Community Property Management (CPM), Seti Sabzi 751 E. Daily Drive, Suite 300, Camarillo, CA 93010 |
| PHONE                  | 805-385-7578                                                               | 805-987-8945                                                                                           |
| EMAIL                  | <a href="mailto:George.Riverajr@oxnard.org">George.Riverajr@oxnard.org</a> | <a href="mailto:seti@cpm1.com">seti@cpm1.com</a>                                                       |
| FAX                    | N/A                                                                        | 805-987-7906                                                                                           |

**CITY OF OXNARD**

**DONOR**

\_\_\_\_\_  
John C. Zaragoza, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Richard Drake, HOA President    Date  
Harbour Island Homeowners Assoc.

ATTEST:

\_\_\_\_\_  
Rose Chaparro, City Clerk  
Clerk (only if Mayor signs)

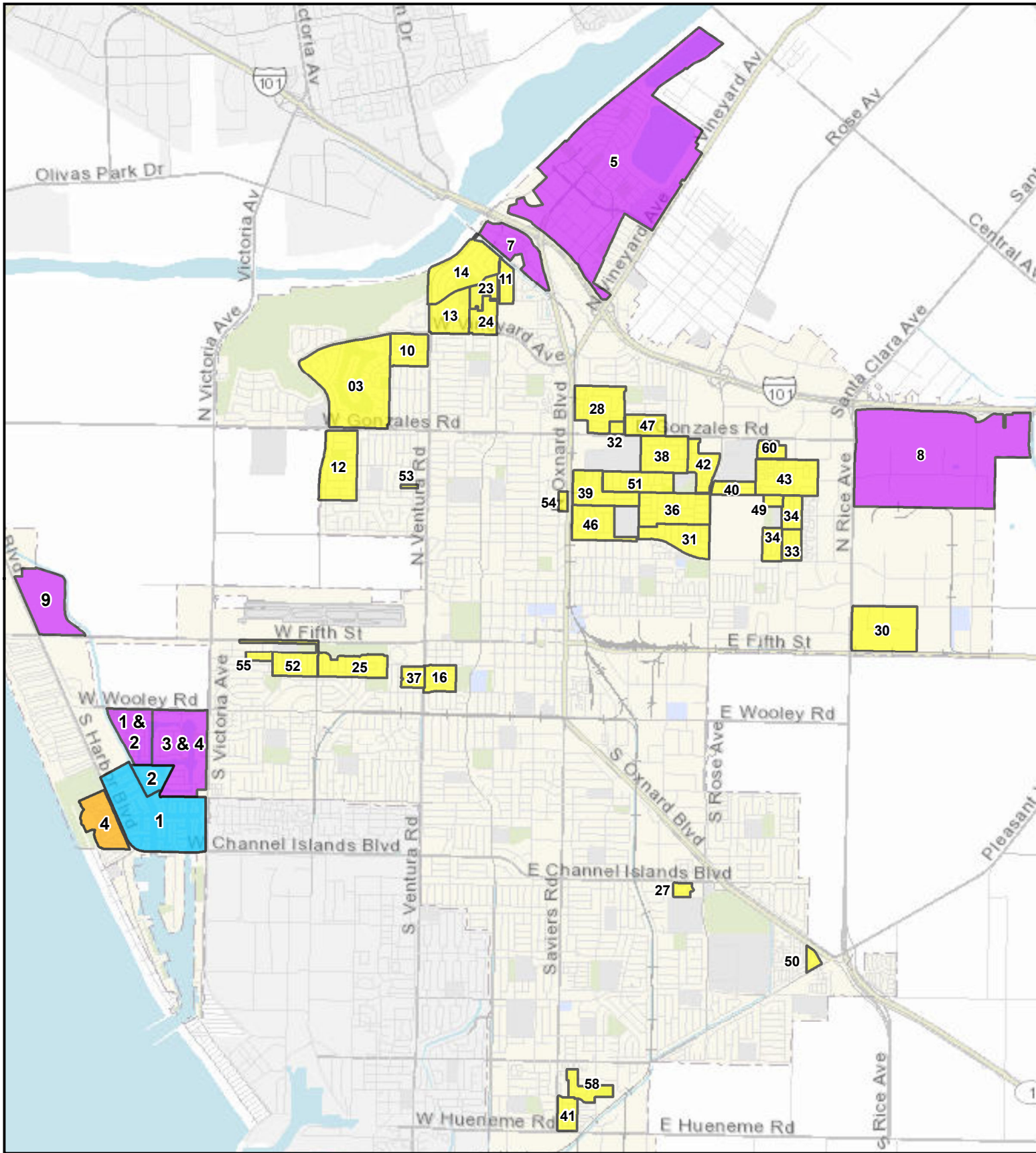
\_\_\_\_\_  
Date

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Date

# CITY OF OXNARD SPECIAL DISTRICTS



- |                                                                                                                                                                           |                                                                                                                                                                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <span style="display: inline-block; width: 15px; height: 10px; background-color: orange; border: 1px solid black;"></span> Maintenance Assessment District (District No.) | <span style="display: inline-block; width: 15px; height: 10px; background-color: purple; border: 1px solid black;"></span> Community Facilities District (District No.)  |
| <span style="display: inline-block; width: 15px; height: 10px; background-color: blue; border: 1px solid black;"></span> Waterway Assessment District (Zone No.)          | <span style="display: inline-block; width: 15px; height: 10px; background-color: yellow; border: 1px solid black;"></span> Landscape Maintenance District (District No.) |

# CITY OF OXNARD – SPECIAL DISTRICTS

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

| COMMUNITY FACILITIES DISTRICTS    |                                |
|-----------------------------------|--------------------------------|
| 1 & 2 – Westport at Mandalay Bay  | 7 – Wagon Wheel                |
| 3 & 4 – Seabridge at Mandalay Bay | 8 – Sakioka Farms              |
| 5 – Riverpark                     | 9 – Northshore at Mandalay Bay |

| LANDSCAPE MAINTENANCE DISTRICTS |                         |
|---------------------------------|-------------------------|
| 3 – Riverridge                  | 37 – Pacific Cove       |
| 10 – Country Club               | 38 – Aldea Del Mar      |
| 11 – St Tropez                  | 39 – El Sueno Promesa   |
| 12 – Standard Pacific           | 40 – Cantada            |
| 13 – Le Village                 | 41 – Pacific Cove       |
| 14 – California Cove            | 42 – Cantabria/Coronado |
| 16 – California Lighthouse      | 43 – Greenbelt          |
| 23 – Greystone                  | 46 – Daily Ranch        |
| 24 – Vineyards                  | 47 – Sycamore Place     |
| 25 – The Pointe                 | 49 – Cameron Ranch      |
| 27 – Rose Island                | 50 – PV Senior Housing  |
| 28 – Harborside                 | 51 – Pfeiler            |
| 30 – Haas Automation            | 52 – Wingfield          |
| 31 – Rancho De La Rosa          | 53 – Huff Court         |
| 32 – Oak Park                   | 54 – Meadowcrest        |
| 33 – El Paseo                   | 55 – Wingfield West     |
| 34 – Sunrise Pt/Sunset Cove     | 58 – Westwind           |
| 36 – Villa Santa Cruz           | 60 – Artisan            |

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

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

**City of Oxnard Landscape Maintenance Service Levels and Frequency of  
Operations for Assessment Districts Version 5**

| Turf Maintenance Schedule                        | Frequency        | Level of Service |   |   |   |   |
|--------------------------------------------------|------------------|------------------|---|---|---|---|
|                                                  |                  | A                | B | C | D | F |
| Mowing, Edging & Trimming around sprinkler heads | Weekly           | X                |   |   |   |   |
|                                                  | Every 2 Weeks    |                  | X |   |   |   |
|                                                  | Every Third Week |                  |   | X |   |   |
|                                                  | Monthly          |                  |   |   | X |   |
|                                                  | Quarterly        |                  |   |   |   | X |
| Aerate to relieve compaction and stress          | 3x per Year      | X                |   |   |   |   |
|                                                  | Annually         |                  | X | X | X |   |
|                                                  | Not Performed    |                  |   |   |   | X |
| Dethatch (remove thatch layer to promote growth) | Annually         | X                | X | X |   |   |
|                                                  | Not performed    |                  |   |   | X | X |
| Overseed Stressed Areas                          | Bi-Annually      | X                |   |   |   |   |
|                                                  | Annually         |                  | X | X |   |   |
|                                                  | Not Performed    |                  |   |   | X | X |

| Fertilization Schedule         | Frequency   | Level of Service |   |   |   |   |
|--------------------------------|-------------|------------------|---|---|---|---|
|                                |             | A                | B | C | D | F |
| Turf                           | Quarterly   | X                |   |   |   |   |
|                                | Bi-annually |                  | X |   |   |   |
|                                | Annually    |                  |   | X | X |   |
|                                | None        |                  |   |   |   | X |
| Shrubs, Ground Cover and Vines | Monthly     | X                |   |   |   |   |
|                                | Quarterly   |                  | X |   |   |   |
|                                | Bi-annually |                  |   | X |   |   |
|                                | Annually    |                  |   |   | X |   |
|                                | None        |                  |   |   |   | X |

| Trash and Debris Removal                                                        | Frequency     | Level of Service |   |   |   |   |
|---------------------------------------------------------------------------------|---------------|------------------|---|---|---|---|
|                                                                                 |               | A                | B | C | D | F |
| Entire Area including but not limited to: Turf, Shrubs, Groundcover and Gutters | Daily         | X                |   |   |   |   |
|                                                                                 | Weekly        |                  | X | X | X |   |
|                                                                                 | Monthly       |                  |   |   |   |   |
|                                                                                 | Not Performed |                  |   |   |   | X |

| Graffiti                     | Frequency       | Level of Service |   |   |   |   |
|------------------------------|-----------------|------------------|---|---|---|---|
|                              |                 | A                | B | C | D | F |
| Inspect and remove as needed | Daily           | X                |   |   |   |   |
|                              | Weekly          |                  | X |   |   |   |
|                              | Every two weeks |                  |   | X |   |   |
|                              | Monthly         |                  |   |   | X |   |
|                              | When reported   |                  |   |   |   | X |

| Pest Control Schedule                                                                                  | Frequency                   | Level of Service |   |   |   |   |
|--------------------------------------------------------------------------------------------------------|-----------------------------|------------------|---|---|---|---|
|                                                                                                        |                             | A                | B | C | D | F |
| Complete control and/or eradication of all plant pests within the landscape on designated service days | Spray and Treat as required | X                | X | X | X |   |
|                                                                                                        | Not performed               |                  |   |   |   | X |

| Weed Control Schedule                                                              | Frequency        | Level of Service |   |   |   |   |
|------------------------------------------------------------------------------------|------------------|------------------|---|---|---|---|
|                                                                                    |                  | A                | B | C | D | F |
| Complete control and/or eradication of all weeds within the landscape as scheduled | Daily            | X                |   |   |   |   |
|                                                                                    | Every 2 Weeks    |                  | X |   |   |   |
|                                                                                    | Every Third Week |                  |   | X |   |   |
|                                                                                    | Monthly          |                  |   |   | X |   |
|                                                                                    | Quarterly        |                  |   |   |   | X |

**City of Oxnard Landscape Maintenance Service Levels and Frequency of  
Operations for Assessment Districts Version 5**

| Irrigation                          | Frequency             | Level of Service |   |   |   |   |
|-------------------------------------|-----------------------|------------------|---|---|---|---|
|                                     |                       | A                | B | C | D | F |
| Inspect and adjust/repair as needed | Daily                 | X                |   |   |   |   |
|                                     | Every two weeks       |                  | X |   |   |   |
|                                     | Every Third week      |                  |   | X |   |   |
|                                     | Quarterly             |                  |   |   | X |   |
|                                     | Respond to complaints |                  |   |   |   | X |

| Pruning and Trimming Schedule |                                                                                                  | Frequency     | Level of Service |   |   |   |   |
|-------------------------------|--------------------------------------------------------------------------------------------------|---------------|------------------|---|---|---|---|
|                               |                                                                                                  |               | A                | B | C | D | F |
| Groundcover/<br>Vines/Shrubs  | Trim to prevent encroachment                                                                     | Weekly        | X                |   |   |   |   |
|                               |                                                                                                  | Monthly       |                  | X | X |   |   |
|                               |                                                                                                  | Quarterly     |                  |   |   | X |   |
|                               |                                                                                                  | Semi-annually |                  |   |   |   | X |
| Trees                         | Maintain all trees in their natural shape to 13.5' above street and 9' above sidewalks monthly   |               | X                |   |   |   |   |
|                               | Maintain all trees in their natural shape to 13.5' above street and 9' above sidewalks quarterly |               |                  | X |   |   |   |
|                               | Trim as needed to prevent encroachments or hazards                                               |               |                  |   | X | X |   |
|                               | Report encroachments or hazards                                                                  |               |                  |   |   |   | X |





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

**DATE:** October 3, 2023  
**TO:** City Council  
**FROM:** Jason Benites, Police Chief, (805) 385-7624, jason.benites@oxnardpd.org  
**SUBJECT:** Fifth Amendment with Speak Write, LLC. for Transcription Services

**RECOMMENDATION**

That the City Council approve and authorize the Mayor to execute a Fifth Amendment to the Trade Services Agreement for Speak Write, LLC. increasing the not to exceed value from \$200,000 to \$275,000 and extending the contract to June 30, 2025.

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

**BACKGROUND**

In 2013, a New World Tyler Technologies Records Management, Mobile and Computer Assisted Dispatch (CAD) systems went live at the Police Department. These are critical information management systems that are foundational to public safety agencies. Tyler's product replaced an older system. With the new product, there were significant changes to processes and workflow for both sworn officers and professional support staff. Police officers, who dictate their report narratives, were tasked with additional data entry tasks in the Mobile system. Police Department Word Processors, who transcribe dictated criminal reports, were tasked with additional duties to process and merge parts of reports. This also changed the workflow for detectives, as the turnaround time for recorded interview transcriptions increased, due to higher workload demands being placed on the Word Processing Unit.

In September of 2015, the Police Department entered into agreement with Speak Write, LLC., a third party Criminal Justice Information Services (CJIS) compliant transcription service, to assist the Investigative Services Bureau with interviews and reports on active cases needed by the investigation team. The service also provides Spanish language transcription services. The original agreement was in the amount of \$100,00 with a three (3) year term. The First Amendment to the Trade Services Agreement was executed in 2018, and only required an extension of time, and not additional funds. The amended agreement extended the contract to August 31, 2021, and did not require Committee or Council approval.

In 2019, Speak Write service was extended to officers in field training, to aid their familiarization with the dictation process and proper formatting for reports. It is important to note that Speak Write transcription services provides a rough draft narrative back to the officers, generally within less than an hour of submission. The service also includes Spanish translation services. Speak Write uses transcription specialists outside of California who only complete the dictation, and they do not have access to any of the Police Department's systems. This service is meant to provide a narrative rough draft to reduce the administrative down time for officers.

By increasing the number of users to the Speak Write agreement, it was necessary in 2019 to facilitate an additional amendment to the Trade Services Agreement. In 2019, the Second Amendment was executed to increase the total amount of the agreement from \$100,000 to \$200,00, and maintained the same expiration date of August 31, 2021 as the First Amendment.

The Third Amendment to the Speak Write Trade Services Agreement was executed on September 1, 2021, and extended the agreement (by time only) to June 30, 2022. The Fourth Amendment also extended the time agreement changing the expiration from June 30, 2022 to June 30, 2024. Both the Third and Fourth Agreement amendments maintained the \$200,000 total agreement amount.

Police Records Division staffing levels were significantly challenged in mid-to-late year 2022. The Word Processing staff experienced a significant vacancy rate. The reduction in staff continues to have a negative impact on the timely production of completed criminal reports. Therefore, until staffing is restored, Speak Write services are being utilized more often. Recruitment is well underway with candidates in the background process. Two Word Processor positions have been filled, and at the time of this report, staff are in training. The implementation of the National Incident Based Reporting System (NIBRS), a new nationwide method for reporting crime, significantly increases the amount of work involved in completing each report. NIBRS is the responsibility of the Word Processing team, and adds to the difficulty of losing tenured transcription staff.

Officers are encouraged to utilize Speak Write services to expedite shorter reports and all active cases requiring additional investigation, or those with Spanish translation. The Fourth Amendment to the Agreement has exhausted current funding. This Fifth Amendment is necessary to increase both time and funds, which should provide sufficient allowances for recruitment and training of additional staff. The goal is to return to a Speak Write agreement that is only used for Spanish translation, investigative interviews, and for officers who are in field training.

The Fifth amendment requested for Committee and City Council approval is to extend the expiration date of the agreement from June 30, 2024 to June 30, 2025, and to increase the total agreement amount from \$200,000 to \$275,000. The increase of time and funding will ensure a more timely completion of reports. The funding is offset by lower direct labor costs in the Word Processing unit.

## **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.

## **FINANCIAL IMPACT**

The cost of this Fifth Amendment to Agreement No. 7086-15-PO with Speak Write shall not exceed \$75,000 for a new, not to exceed value of \$275,000 for transcription of dictated police reports. Sufficient funding is available in the FY 2023-2024 General Fund Police department's operating budget to cover the costs of approximately \$35,000. The estimated operating cost for FY 2024-2025 is approximately \$40,000. Subsequent fiscal years funding is to be requested in the annual budget process.

*For Finance Use Only: General Fund (Org. 1012131 Obj. 53200)*

## **COMMITTEE OUTCOME**

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

*Prepared by: Beth Ward, Records and Property Manager*

## **ATTACHMENTS**

1. Original Agreement with SpeakWrite
2. First Amendment with SpeakWrite (7086-15-PO)
3. Second Amendment with SpeakWrite (7086-15-PO)
4. Third Amendment with SpeakWrite (7086-15-PO)
5. Fourth Amendment with SpeakWrite (7086-15-PO)
6. Fifth Amendment SpeakWrite (1)

**AGREEMENT FOR TRADE SERVICES  
(INCLUDES LIVING WAGE REQUIREMENTS EFFECTIVE FROM 7/1/15)**

THIS AGREEMENT FOR TRADE SERVICES ("**Agreement**") is entered into in Ventura County, California, this 1st day of September, 2015, by and between the City of Oxnard ("**City**") and SpeakWrite ("**Vendor**"), subject to the following terms and conditions:

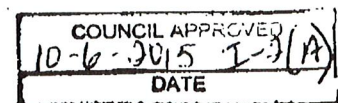
1. Vendor shall provide to City the following services: Transcription of dictated police reports, including case and supplemental reports, and interview reports as necessary, to Word document format (the "**Services**").

2. Vendor shall provide the Services during the term of this Agreement, as set forth in Section 3 below: Vendor shall maintain a 3-hour average monthly turnaround time on reports sent for transcription. Vendor shall be available 24 hours per day, 7 days per week, 365 days per year. Vendor shall also provide a variety of methods of submission, including a dictation line, digital dictation device, smartphone apps, or other mobile device applications. Vendor shall also provide secure uploading from City's Winscribe digital dictation system. Vendor shall deliver the final work product via email to City. Vendor shall be excused for delays resulting from causes beyond the control of Vendor.

3. This Agreement shall begin on September 1, 2015, and shall end on August 31, 2018. City may terminate this Agreement at any time, with or without cause, by giving written notice to Vendor, specifying the effective date of termination. Unless City asserts that Vendor has breached the Agreement, City agrees to pay Vendor in full for the Services satisfactorily performed as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise. If City pays for any materials, City shall be entitled to the title and possession of such materials.

4. a. City shall pay Vendor 1.25 cents per word for each completed report dictation. City shall pay Vendor 2.0 cents per word for any interviews or group conversations. Vendor will bill City on a monthly basis.

b. City shall pay Vendor an amount not to exceed \$100,000 for the Services performed during the term of this Agreement. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. Vendor agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Vendor or its employees, subcontractors, agents and sub-vendors for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor, its employees, subcontractors, agents and sub-vendors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the





sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

5. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as **Exhibit A**. While this Agreement is in effect, Vendor shall pay such employee no less than \$14.92 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2016, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002, and effective October 1, 2002.

c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

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

b. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Vendor of the claim in any form or at any stage of an action or proceeding, whether or not



liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve Vendor from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

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

7. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the work is being performed. Vendor shall abide by all state and federal regulations governing the confidentiality of information contained in or derived from police reports.

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

b. Vendor shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in **Exhibit INS-B**.

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

9. In performing the Services under this Agreement, Vendor is an independent contractor. Vendor and Vendor's agents, employees, subcontractors and other persons acting on Vendor's behalf are not officers or employees of City.

10. Vendor shall not, without the written consent of City's Purchasing Officer, assign this Agreement, or any interest therein, or any money due thereunder.

11. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

12. This Agreement may be amended only by a written document signed by both City and Vendor.

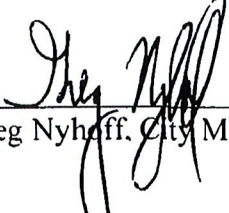
13. Any notices to Vendor may be delivered personally or by mail addressed to: Cody Roden, 6011 Courtyard Drive, Suite 450, Austin, Texas 78730. Any notices to City may be delivered personally or by mail addressed to: Sylvia Paniagua, Oxnard Police Department, 251 South "C" Street, Oxnard, California 93030.

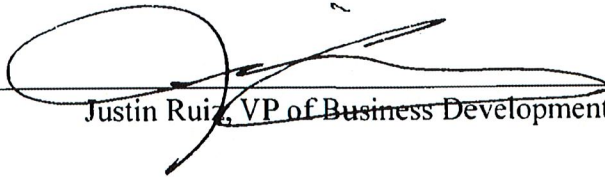
14. This Agreement constitutes the entire agreement of City and Vendor regarding the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written.

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

CITY OF OXNARD

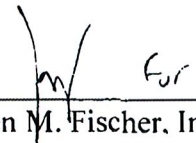
SPEAKWRITE

  
\_\_\_\_\_  
Greg Nyhoff, City Manager

  
\_\_\_\_\_  
Justin Ruiz, VP of Business Development

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

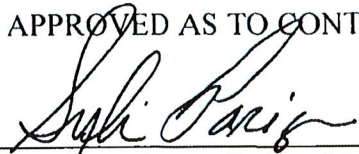
  
\_\_\_\_\_  
Stephen M. Fischer, Interim City Attorney

  
\_\_\_\_\_  
Risk Manager

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Jeri Williams, Chief of Police

  
\_\_\_\_\_  
Sylvia Paniagua, Project Manager



## **EXHIBIT A**

### **LIVING WAGE POLICY**

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:
  - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
  - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
  - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
  - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Anaheim, Riverside area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.



6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.
7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.
8. If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

## **Exhibit 1**

### **Living Wage Policy**

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

- A. (Contractor or Vendor) shall compensate any employee of (Contractor or Vendor) who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit \_\_\_\_\_. While this Agreement is in effect, (Contractor or Vendor) shall pay such employee no less than \$\_\_\_\_\_ per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, (Contractor or Vendor) shall provide to such employee no less than \_\_\_\_\_ hours of paid leave per calendar year.
- B. (Contractor or Vendor) agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.
- C. If (Contractor or Vendor) fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to (Contractor or Vendor), effective immediately.
- D. In addition, if (Contractor or Vendor) fails to comply with the Living Wage Policy in any manner, (Contractor or Vendor) shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. (Contractor or Vendor) shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to (Contractor or Vendor) of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS  
EFFECTIVE JULY 1, 2015**

5. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$14.92 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2016, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

e. The foregoing requirements are restated on pages 1 and 2 of the Agreement for Trade Services.

**EXHIBIT INS-[ ]**  
**INSURANCE REQUIREMENTS**





# CERTIFICATE OF LIABILITY INSURANCE

JTS  
R022DATE (MM/DD/YYYY)  
4/15/2015

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

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

PRODUCER  
FROST INSURANCE AGENCY INC/PHS  
812422 P: (866) 467-8730 F: (888) 443-6112  
PO BOX 33015  
SAN ANTONIO TX 78265

|                                         |                |
|-----------------------------------------|----------------|
| CONTACT NAME:                           |                |
| PHONE (A/C. No. Ext)                    | FAX (A/C. No.) |
| (866) 467-8730                          | (888) 443-6112 |
| E-MAIL ADDRESS:                         |                |
| INSURER(S) AFFORDING COVERAGE           |                |
| INSURER A: Hartford Lloyd's Ins Co      | NAIC# 38253 AF |
| INSURER B: Hartford Underwriters Ins Co | 30104 AT       |
| INSURER C:                              |                |
| INSURER D:                              |                |
| INSURER E:                              |                |
| INSURER F:                              |                |

INSURED

SPEAKWRITE  
6011 W COURTYARD DR STE 450  
AUSTIN TX 78730

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE                                                                | ADDL INSR                    | SUBR HYD    | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                    |             |
|----------|----------------------------------------------------------------------------------|------------------------------|-------------|---------------|-------------------------|-------------------------|-------------------------------------------|-------------|
| A        | COMMERCIAL GENERAL LIABILITY                                                     |                              |             | 65 SBA TN1170 | 02/25/2015              | 02/25/2016              | EACH OCCURRENCE                           | \$2,000,000 |
|          | CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                            |                              |             |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$300,000   |
|          | X General Liab                                                                   |                              |             |               |                         |                         | MED EXP (Any one person)                  | \$10,000    |
|          |                                                                                  |                              |             |               |                         |                         | PERSONAL & ADV INJURY                     | Excluded    |
|          |                                                                                  |                              |             |               |                         |                         | GENERAL AGGREGATE                         | \$4,000,000 |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:                                               |                              |             |               |                         |                         | PRODUCTS - COMP/OP AGG                    | \$4,000,000 |
|          | POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC |                              |             |               |                         |                         |                                           | \$          |
|          | OTHER:                                                                           |                              |             |               |                         |                         |                                           | \$          |
| A        | AUTOMOBILE LIABILITY                                                             |                              |             | 65 SBA TN1170 | 02/25/2015              | 02/25/2016              | COMBINED SINGLE LIMIT (Ea accident)       | \$2,000,000 |
|          | ANY AUTO                                                                         |                              |             |               |                         |                         | BODILY INJURY (Per person)                | \$          |
|          | ALL OWNED AUTOS                                                                  |                              |             |               |                         |                         | BODILY INJURY (Per accident)              | \$          |
|          | X HIRED AUTOS                                                                    | X                            |             |               |                         |                         | PROPERTY DAMAGE (Per accident)            | \$          |
|          |                                                                                  |                              |             |               |                         |                         |                                           | \$          |
| A        | UMBRELLA LIAB                                                                    | X                            | OCCUR       | 65 SBA TN1170 | 02/25/2015              | 02/25/2016              | EACH OCCURRENCE                           | \$1,000,000 |
|          | EXCESS LIAB                                                                      |                              | CLAIMS-MADE |               |                         |                         | AGGREGATE                                 | \$1,000,000 |
|          | DED <input checked="" type="checkbox"/> RETENTION \$10,000                       |                              |             |               |                         |                         |                                           | \$          |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                    |                              |             | 65 WEC P08262 | 03/10/2015              | 03/10/2016              | X PER STATUTE                             | OTH-ER      |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)      | Y/N <input type="checkbox"/> | N/A         |               |                         |                         | E.L. EACH ACCIDENT                        | \$1,000,000 |
|          |                                                                                  |                              |             |               |                         |                         | E.L. DISEASE - EA EMPLOYEE                | \$1,000,000 |
|          |                                                                                  |                              |             |               |                         |                         | E.L. DISEASE - POLICY LIMIT               | \$1,000,000 |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below                           |                              |             |               |                         |                         |                                           |             |

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

Those usual to the Insured's Operations.

## CERTIFICATE HOLDER

CITY OF OXNARD  
ATTN : RISK MANAGER  
300 W 3RD ST STE 302  
OXNARD, CA 93030

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/15/2015

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

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

PRODUCER  
Frost Select Business Insurance  
611 Paesanos Pkwy Suite 200  
San Antonio TX 78231

CONTACT NAME: Judy Negus

PHONE (A/C, No, Ext):

FAX (A/C, No):

E-MAIL ADDRESS: judy.negus@frostinsurance.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Travelers Casualty & Surety Company

INSURER B: Hartford Casualty Insurance

29424

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED SPEAKWR-01

SpeakWrite  
Pat Ruiz  
Pat Ruiz  
1011 W. Courtyard Dr. Ste 450  
Austin TX 78730

## COVERAGES

CERTIFICATE NUMBER: 1665950591

REVISION NUMBER:

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

| INSR TR | TYPE OF INSURANCE                                                                              | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                               |
|---------|------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|----------------------------------------------------------------------|
|         | COMMERCIAL GENERAL LIABILITY                                                                   |           |          |               |                         |                         | EACH OCCURRENCE \$                                                   |
|         | <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR                            |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$                         |
|         |                                                                                                |           |          |               |                         |                         | MED EXP (Any one person) \$                                          |
|         |                                                                                                |           |          |               |                         |                         | PERSONAL & ADV INJURY \$                                             |
|         | GEN'L AGGREGATE LIMIT APPLIES PER                                                              |           |          |               |                         |                         | GENERAL AGGREGATE \$                                                 |
|         | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |           |          |               |                         |                         | PRODUCTS - COMP/OP AGG \$                                            |
|         | OTHER                                                                                          |           |          |               |                         |                         | \$                                                                   |
|         | AUTOMOBILE LIABILITY                                                                           |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$                               |
|         | <input type="checkbox"/> ANY AUTO                                                              |           |          |               |                         |                         | BODILY INJURY (Per person) \$                                        |
|         | <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS              |           |          |               |                         |                         | BODILY INJURY (Per accident) \$                                      |
|         | <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS                  |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident) \$                                    |
|         |                                                                                                |           |          |               |                         |                         | \$                                                                   |
|         | UMBRELLA LIAB <input type="checkbox"/> OCCUR                                                   |           |          |               |                         |                         | EACH OCCURRENCE \$                                                   |
|         | EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE                                               |           |          |               |                         |                         | AGGREGATE \$                                                         |
|         | <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$                             |           |          |               |                         |                         | \$                                                                   |
|         | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                                  |           |          |               |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> |
|         | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                    |           |          |               |                         |                         | E.L. EACH ACCIDENT \$                                                |
|         | If yes describe under DESCRIPTION OF OPERATIONS below                                          |           |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE \$                                        |
|         |                                                                                                |           |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT \$                                       |
| A       | Professional                                                                                   |           |          | 105753957     | 3/4/2015                | 3/4/2016                | Liability Limit 1,000,000                                            |
| B       | Crime                                                                                          |           |          | 65BDDDV2639   | 3/10/2015               | 3/10/2016               | Limit 5,000                                                          |

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

## CERTIFICATE HOLDER

City of Oxnard, Risk Manager  
300 West Third St., Ste 302  
Oxnard CA 93030

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*Kenneth R. Walcott*

© 1988-2014 ACORD CORPORATION. All rights reserved.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/10/2015

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

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

PRODUCER  
Frost Select Business Insurance  
3611 Paesanos Pkwy Suite 200  
San Antonio TX 78231

CONTACT NAME: Judy Negus

PHONE

(A/C, No, Ext):

FAX

(A/C, No):

E-MAIL: judy.negus@frostinsurance.com

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Hartford Lloyds Insurance Company

38253

INSURER B: Hartford Underwriters

30104

INSURER C: Travelers Casualty & Surety Company

INSURER D: Hartford Casualty Insurance

29424

INSURER E:

INSURER F:

INSURED SPEAKWR-01

SpeakWrite  
6011 W. Courtyard Dr. Ste 450  
Austin TX 78730

## COVERAGES

CERTIFICATE NUMBER: 692486912

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                              | ADDL SUBR INSD WVD                  | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                           |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|---------------|-------------------------|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A X      | COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER<br>X POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER |                                     | 65SBATN1170   | 2/25/2015               | 2/25/2016               | EACH OCCURRENCE \$2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000<br>MED EXP (Any one person) \$10,000<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$4,000,000<br>PRODUCTS - COMP/OP AGG \$4,000,000<br>\$ |
| A        | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>X HIRED AUTOS<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS                                                                                                     |                                     | 65SBATN1170   | 2/25/2015               | 2/25/2016               | COMBINED SINGLE LIMIT (Ea accident) \$2,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                   |
| A X      | UMBRELLA LIAB<br>EXCESS LIAB<br>DED <input checked="" type="checkbox"/> RETENTION \$10,000                                                                                                                     |                                     | 65SBATN1170   | 2/25/2015               | 2/25/2016               | EACH OCCURRENCE \$1,000,000<br>AGGREGATE \$1,000,000<br>\$                                                                                                                                                                       |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                         | Y/N<br><input type="checkbox"/> N/A | 65WECPO8262   | 3/10/2015               | 3/10/2016               | X PER STATUTE<br>E L EACH ACCIDENT \$1,000,000<br>E L DISEASE - EA EMPLOYEE \$1,000,000<br>E L DISEASE - POLICY LIMIT \$1,000,000                                                                                                |
| C        | Professional                                                                                                                                                                                                   |                                     | 105753957     | 3/4/2015                | 3/4/2016                | Liability Limit 1,000,000                                                                                                                                                                                                        |
| D        | Crime                                                                                                                                                                                                          |                                     | 65BDDDV2639   | 3/10/2015               | 3/10/2016               | Limit 5,000                                                                                                                                                                                                                      |

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

General Liability & Auto policies include Blanket Additional Insured provision as per SS0008 04 05 and Worker's Compensation policy includes Blanket Waiver of Subrogation provision as per WC420304B, only if there is written contract between the Named Insured & Certificate Holder requiring such status.

## CERTIFICATE HOLDER

City of Oxnard, Risk Manager  
300 West Third St., Ste 302  
Oxnard CA 93030

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*Lance Vaul*

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE



## BUSINESS LIABILITY COVERAGE FORM

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Real Estate Manager**  
Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
- c. Temporary Custodians Of Your Property**  
Any person or organization having proper temporary custody of your property if you die, but only:
- (1) With respect to liability arising out of the maintenance or use of that property; and
  - (2) Until your legal representative has been appointed.
- d. Legal Representative If You Die**  
Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.
- e. Unnamed Subsidiary**  
Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.  
The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.
- 3. Newly Acquired Or Formed Organization**  
Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- b. Coverage under this provision does not apply to:**
- (1) "Bodily injury" or "property damage" that occurred; or
  - (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- 4. Operator Of Mobile Equipment**  
With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
  - b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
- 5. Operator of Nonowned Watercraft**  
With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
  - b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
- 6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**  
The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written



## BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

### a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

### b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 65 WEC PG8262

Endorsement Number:

Effective Date: 03/10/11 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: SPEAKWITE

6011 WEST COURTYARD DR.  
AUSTIN, TX 78736

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out

of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

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

The premium for this endorsement is shown in the Schedule.

### Schedule

1. ( ) Special Waiver  
Name of person or organization

- (X) Blanket Waiver  
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:  
#810

3. Premium: ---  
The premium charge for this endorsement shall be \_\_\_\_\_ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

**FIRST AMENDMENT TO TRADE SERVICES AGREEMENT**

This First Amendment ("First Amendment") to the Trade Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, 1<sup>st</sup> day of September, 2018, by and between the City of Oxnard, a municipal corporation ("City"), and SpeakWrite ("Vendor"). This First Amendment amends the Agreement entered into on September 1, 2015 by City and Vendor.

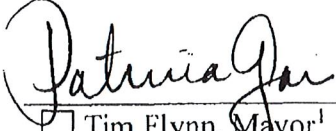
City and Vendor agree as follows:

1. In Section 3 of the Agreement, the date of August 31, 2018 is replaced with August 31, 2021.
2. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

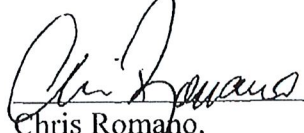
IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

**CITY OF OXNARD**

  
☐ Tim Flynn, Mayor<sup>1</sup>      10/9/18  
Date

- ☐ Alexander Nguyen, City Manager  
☐ Lisa Boerner, Purchasing Manager  
☒ Patricia Garcia, Buyer

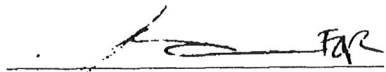
**SPEAKWRITE**

  
Chris Romano,  
VP of Sales and Marketing      9-21-18  
Date

**ATTEST:**

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

**APPROVED AS TO FORM:**

  
Stephen M. Fischer, City Attorney (always required)      10/8/18  
Date

<sup>1</sup> The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$175,000 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 \$175,000 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.



**SECOND AMENDMENT TO TRADE SERVICES AGREEMENT**

This Second Amendment ("Second Amendment") to the Trade Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 18th day of June, 2019, by and between the City of Oxnard, a municipal corporation ("City"), and SpeakWrite ("Vendor"). This Second Amendment amends the Agreement entered into on September 1, 2015, by City and Vendor. The Agreement previously has been amended on 31 of August, 2018, by a First Amendment.

City and Vendor agree as follows:

1. In Section 4b of the Agreement, the amount of \$100,000 is replaced with \$200,000 for the Services performed during the term of the Agreement.
2. As so amended, the Agreement remains in full force and effect.

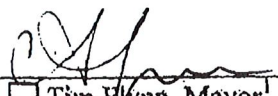
[Signatures on next page]

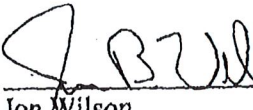


IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

SPEAK WRITE

 7/9/2019  
Date  
☐ Tim Flynn, Mayor  
☒ Alexander Nguyen, City Manager  
Lisa Boerner, Purchasing Manager  
☐ Patricia Garcia, Buyer

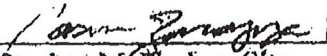
 6/24/2019  
Date  
Jon Wilson  
Operations Manager

ATTEST:

 6/24/2019  
Date  
Cody Roden  
Director of Law Enforcement, Sales

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

APPROVED AS TO FORM:

 6/21/19  
Date  
Stephen M. Fischer, City Attorney (always required)

<sup>1</sup> The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to \$100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to \$25,000 annually.

**THIRD AMENDMENT TO TRADE SERVICES AGREEMENT**

This Third Amendment ("Third Amendment") to the Trade Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 30th day of August, 2021, by and between the City of Oxnard, a municipal corporation ("City"), and Speak Write, LLC ("Vendor"). This Third Amendment amends the Agreement entered into on 1<sup>st</sup> day of September, 2015, by City and Speak Write. The Agreement previously has been amended on 1<sup>st</sup> day of September, 2018, by a First Amendment, on 18th day of June, 2019, by a Second Amendment.

City and Vendor agree as follows:

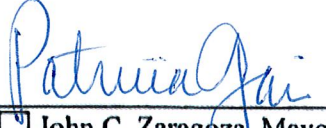
1. The date in Section 2 of the Agreement is hereby amended to "June 30, 2022."
2. As so amended, the Agreement remains in full force and effect.

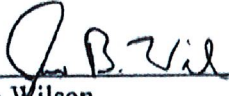
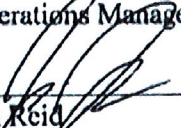
[Signatures on next page]

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

**CITY OF OXNARD**

**SPEAK WRITE, LLC.**

 9/8/21  
☐ John C. Zaragoza, Mayor<sup>1</sup> Date  
☐ Alexander Nguyen, City Manager  
☐ Daniel Willhite, Purchasing Manager  
☒ Patricia Garcia, Buyer

 9/14/21  
Jon Wilson Date  
Operations Manager  
 9/1/21  
Jen Reid Date  
Chief Operating Officer

ATTEST:

N/A  
Rose Chaparro, City Clerk Date  
(only if Mayor signs)

APPROVED AS TO FORM:

 9/1/21  
Stephen M. Fischer, City Date  
Attorney (always required)

<sup>1</sup> The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to \$100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to \$25,000 annually.

**FOURTH AMENDMENT TO AGREEMENT FOR TRADE SERVICES**

This Fourth Amendment ("Fourth Amendment") to the Agreement for Trade Services ("Agreement") is made and entered into in the County of Ventura, State of California, this \_\_\_\_ day of August, 2022, by and between the City of Oxnard, a municipal corporation ("City"), and Speak Write, LLC ("Vendor"). This Fourth Amendment amends the Agreement entered into on September 1, 2015 by City and Vendor. The Agreement previously has been amended on September 1, 2018 by a First Amendment, on June 18, 2019 by a Second Amendment, and on August 30, 2021 by a Third Amendment.

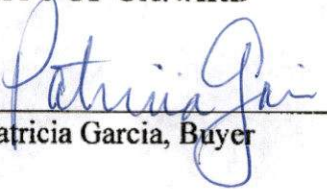
City and Vendor agree as follows:

1. The date in Section 2 of the Agreement is hereby deleted and replaced with "January 31, 2023."
2. City and Vendor agree that this Agreement may be executed by either or both parties using an electronic or digital signature, which shall have the same force and effect as an original wet signature.
3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

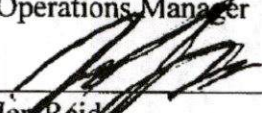
IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first written above.

**CITY OF OXNARD**

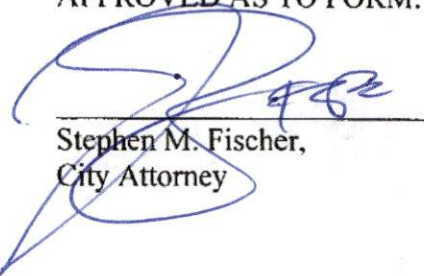
  
Patricia Garcia, Buyer  
8/9/22  
DATE

**SPEAK WRITE, LLC.**

  
Jon Wilson  
Operations Manager  
8/10/22  
DATE

  
Jen Reid  
President, Speak Write  
8/10/2022  
DATE

**APPROVED AS TO FORM:**

  
Stephen M. Fischer,  
City Attorney  
8/16/22  
DATE

CITY CLERK OXNARD  
AUG 30 '22 AM 11:51



**FIFTH AMENDMENT TO TRADE SERVICES**

This Fifth Amendment (“Fifth Amendment”) to the Trade Services Agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, this 5th day of September, 2023, by and between the City of Oxnard, a municipal corporation (“City”), and Speak Write (“Vendor”). This Fifth Amendment amends the Agreement entered into on August 29, 2022, by City and Vendor. This Agreement replaces all previously dated amendments for the amount and expiration date.

City and Vendor agree as follows:

1. The date in Section 2 of the Agreement is hereby deleted and replaced with “June 30, 2025.”
2. In Section 6 of the Cover Page of the Agreement, the selected answer is hereby amended to state: “Total Agreement Amount: \$275,000.
3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

**CITY OF OXNARD**

**SPEAK WRITE, LLC.**

\_\_\_\_\_  
John C. Zaragoza      Date  
Mayor

\_\_\_\_\_  
Jon Wilson      Date  
Operations Manager

ATTEST:

\_\_\_\_\_  
Jen Reid      Date  
President, Speak Write

\_\_\_\_\_  
Rose Chaparro, City Clerk      Date  
(only if Mayor authorizes)

APPROVED AS TO FORM:

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





## CITY COUNCIL AGENDA REPORT

### PUBLIC HEARINGS AGENDA ITEM NO. M.1

**DATE:** October 3, 2023

**TO:** City Council

**FROM:** Jeff Pengilley, Community Development Director, (805) 385-8208, [jeff.pengilley@oxnard.org](mailto:jeff.pengilley@oxnard.org)

**SUBJECT:** Appeal of the Planning Commission's Decision to Approve the construction and conversion of 1,419 square feet of existing ground floor tenant space into a donut/coffee shop (Dunkin Donuts) and the conversion of one existing drive-through lane, including the reduction of on-site required parking, located at 2151 East Gonzales Road (60 minutes).

### RECOMMENDATION

That the City Council conduct a public hearing and:

- a. Adopt an Addendum to Mitigated Negative Declaration No. 01-09; and
- b. Adopt a Resolution denying the appeal and upholding the Planning Commission's approval of Planning and Zoning Permit No. 22-550-01 (Major Modification to Special Use Permit), subject to certain findings and conditions.

(This item is a public hearing and was heard by the Planning Commission; therefore, 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/WE075OPtuF8>

### BACKGROUND

#### EXECUTIVE SUMMARY

The Project includes the construction and conversion of 1,419 square feet of existing ground floor tenant space within an existing CBC Credit Union into a donut/coffee shop (Dunkin Donuts), the conversion of one existing drive-through lane, and a reduction of the number of required parking spaces from 151 to 129. The Planning Commission ("Commission") considered the project on July 6, 2023 and August 3, 2023. The Commission made a motion to approve the Project per staff recommendations from the July 6, 2023 hearing as the Commission felt they could make the required findings. The motion carried 5:1:1 (In Favor: Against: Absent). On August 21, 2023, an appeal of the Planning Commission's approval of the project was filed.

### BACKGROUND

On July 6, 2023, the Planning Commission (Commission) considered Planning and Zoning Permit No. 22-550-01 (Major Modification to Special Use Permit No. 00-05-142) to authorize improvements to an existing 30,467 square-foot CBC Credit Union multi-tenant office building located at 2151 East Gonzales Road. The proposed project includes the construction and conversion of 1,419 square feet of existing ground floor tenant space within the existing CBC Credit Union into a donut/coffee shop (Dunkin Donuts) and the conversion of one existing drive-through lane with 8-vehicle capacity (stacking for 3 vehicles between the order board and pick-up window and stacking for 5 vehicles behind the

order board). The remainder of the CBC Credit Union would remain as is. In accordance with Oxnard City Code (OCC) § 16-651(B)(4), the project includes a request to reduce the number of required parking spaces from 151 to 129. As required, a parking study was provided. The parking study supported the 129 spaces existing on the subject site as adequate for the existing credit union office building with the proposed donut/coffee shop use.

During the July 6, 2023 hearing, the Commission expressed concern for the project primarily regarding the existing parking demand due to the medical offices to the north, potential vehicle and pedestrian conflicts, and the proposed drive-through queue management plan. Consequently, a majority of the Commission present made a Motion of Intent to Deny the Project as a majority of the Commission present at the hearing felt they could not make all of the Findings required to grant the Major Modification in accordance with OCC § 16-531 based on information presented. The Commission then voted 4:1:2 (In Favor: Against: Absent) to continue the hearing to August 3, 2023, to ratify the action by approving a Resolution of Denial. The Planning Commission documents associated with the July 6, 2023 hearing are included as Attachment 1.

On August 3, 2023, the Planning Commission resumed the public hearing for the subject project to deliberate and vote on the item. Pursuant to direction from the Commission to staff, the Commission was presented with a resolution for denial of the project. At the hearing, the applicant and staff provided additional information in response to the concerns raised by the Commission at the July 6, 2023 hearing. As a result, a majority of the Commission, which included two Commissioners who were not present at the July 6, 2023 hearing, indicated that they were in support of the proposed project. One Commissioner who previously voted for the intent to deny the project was not present at the August 3rd meeting. The Commission made a motion to approve the Project per staff recommendations from the July 6, 2023 hearing as the Commission felt they could make the required findings. The motion carried 5:1:1 (In Favor: Against: Absent) (Attachment 3). The Planning Commission documents associated with the August 3, 2023 hearing are included as Attachment 2.

Pursuant to OCC § 16-544 and 16-545, the action of the Planning Commission is final unless an appeal application to the City Council is filed within 18 days after the action date. On August 21, 2023, within the OCC prescribed 18-day appeal period, the Appellant (Palms Medical Plaza Owners' Association) filed a timely Appeal of the Planning Commission's decision to grant the Major Modification to the Special Use Permit. The appeal documents are included as Attachment 4.

## **ANALYSIS/DISCUSSION**

The Appellant's seven grounds of appeal are noted below, verbatim, with staff's response following each ground of appeal:

### Ground of Appeal 1:

"Both the project site and the adjacent Palms property are located within the Business and Research Park (BRP) Zone. The primary purpose of the BRP Zone is to provide areas for professional, administrative, research and manufacturing uses, along with limited commercial activities intended to support such uses. The purpose of the proposed project is not to support the existing uses within the vicinity of the project site. It is intended to operate as a stand-alone commercial enterprise that will draw customers from all areas of the City of Oxnard and surrounding communities. Accordingly, the proposed use is not the type of limited commercial activity that is permitted within the BRP Zone, nor is it compatible with the established medical services and other uses in the area."

### Staff Response:

As discussed in the July 6, 2023 Planning Commission Staff Report, the project site is located within the Business Research Park (BRP) zone district and is subject to the BRP development standards.

Per OCC § 16-160, "the purpose of the BRP Zone is to provide areas for a limited group of professional, administrative, and research, and limited manufacturing uses along with limited commercial activities intended to support such uses. Such uses shall be oriented toward major transportation elements such as freeways, airports, and harbors, and shall be developed to specific property and development design standards."

Additionally, the OCC § 16-163 includes a list of allowed uses within the BRP zone district and the permit requirements for those uses. The list of allowed uses within the BRP zone district includes "coffee shops/cafes" which requires a ministerial permit, and "drive-through services" which requires a Special Use Permit, and "restaurants and delicatessens"

which requires a ministerial permit.

The Appellant states that “the proposed use is not the type of limited commercial activity that is permitted within the BRP Zone, nor is it compatible with the established medical services and other uses in the area.”

Per Staff recommendations and Planning Commission findings, the proposed use of a donut/coffee shop with a drive-through lane is consistent with the allowed uses (such as a “coffee shop/cafe” and a “restaurant”) within the BRP zone district, and is compatible with the surrounding development which consists of general offices, medical offices, a self-service station with a convenience store (7-Eleven), and restaurants (Uptown Pizza and Cafe Amri) within the Palms Marketplace.

As stated in the July 6, 2023 Staff Report, the proposed project is consistent with all development standards of the BRP zone, except for the required off-street parking, in which the applicant is seeking a reduction in the number of required parking spaces.

#### Ground of Appeal 2:

“During the initial Planning Commission hearing on the project held on July 6, 2023, the Planning Commission approved a motion of intent to deny the project due to the significant problems and concerns relating to parking, circulation, and public safety associated with the project.”

#### Staff Response:

The Planning Commission frequently deliberates, makes motions, and votes on motions that change and evolve as part of the public hearing process. The Commission occasionally makes findings and directs staff to return with a resolution that differs from the original staff recommendation. On July 6, 2023, the Commission voted on staff recommendation to approve the project, however the motion failed 2-3 with two Commissioners absent. After that motion did not carry, the Commission made a motion of intent to deny the project and directed staff to present a resolution to deny the project. While the Commission did make a motion of intent to deny, the public hearing was continued to August 3, 2023, therefore no final actions were taken on July 6, 2023 and the Commission was within their right to approve or deny the project at the August 3, 2023 hearing.

At the August 3, 2023 hearing, the two Commissioners who were absent from the prior hearing were in attendance and stated for the record that they had reviewed the meeting video and materials from the July 6, 2023 meeting and therefore were eligible to participate in the August 3, 2023 meeting. One Commissioner who was present at the July 6, 2023 meeting was not present at the August 3, 2023 hearing. At the August 3, 2023 hearing, having heard the concerns raised by the Commission at the July 6, 2023 hearing, the applicant provided a presentation addressing the concerns raised by the Commissioners and members of the public. Based on the information provided by the Applicant team and Planning Staff, a majority of the Commission present at the hearing felt they could make the required findings originally drafted for the July 6, 2023 hearing. Therefore, the Commission made a motion to approve staff’s recommendations from the July 6, 2023 hearing approving the project. The motion carried 5:1:1 (In Favor: Against: Absent). Both the July 6, 2023 and the August 3, 2023 hearings complied with the Open Meetings Law (Brown Act).

#### Ground of Appeal 3:

“With regard to parking, the project applicant has requested a substantial reduction in the number of on-site parking spaces from the applicable code requirements. Per code, the project site is required to provide 151 on-site parking spaces in order to support the proposed project and other existing uses at the property. The applicant has requested relief from this requirement and is proposing to provide 129 parking spaces, which represents a 14.5% reduction from the number of spaces required by code.”

#### Staff Response:

Oxnard City Code § 16-622.F16-651(B)(4) allows the Planning Commission to grant administrative relief from the parking provisions of the OCC when a requirement is shown to be excessive. Pursuant to the OCC the applicant provided a parking study prepared by a professional traffic engineer registered by the State, demonstrating that the required parking is excessive and showing the amount of parking that should be required for the proposed use (Attachment 1. The study demonstrates that the project site will have more on-site parking spaces than the demand for on-site spaces based on Institute of Traffic Engineers (ITE) Manual rates, which is a commonly accepted methodology used by traffic engineers and City staff to evaluate parking demands. The ITE parking demand rates show that peak parking demand



rates would be 100 spaces on weekdays and 44 spaces on weekends. The shared parking demand estimates using ITE rates and on-site surveys for both weekdays and weekends showed that in a worst-case scenario 93 spaces are forecasted to be used for the office building uses and 40 parking spaces are forecasted to be used on weekends. The on-site parking supply of 129 spaces (which does not include the 10 spaces on the adjacent Palms Medical Plaza site) would meet both the shared weekday and weekend parking demand by providing an adequate supply of reserve parking. The Parking Study was reviewed and recommended for approval by City Staff. Pursuant to OCC § 16-651(A), the request for reduced on-site parking was considered and approved by the Commission.

#### Ground of Appeal 4:

“Further compounding the issue, the 129 on-site spaces identified by the applicant include 16 drive-through spaces. As a practical matter, these spaces are not available or utilized for parking. And 8 of those spaces are located in drive-through lanes that will be used by Dunkin Donuts. Accordingly, the 16 drive-through spaces included in the applicant's parking study will not in fact be available for parking, and the actual number of on-site parking spaces is 113 - a deficiency of 25% below the required number of spaces. The applicant's parking study does not fully and accurately address this issue and the applicant has not made an adequate showing to support the requested decrease in the required parking.”

#### Staff Response:

Per OCC § 16-622.F, a fast-food restaurant requires the following special design requirements for a drive-through facility: “Stacking credit in drive-through lane may count toward the required parking at basis of one auto per each 23 lineal feet of striped stacking line. A maximum credit not to exceed 30 percent of total requirement or no more than 20 spaces may be applied for stacking credit, whichever is less.” The existing credit union building has two drive-through lanes (only one of the two will be used for the proposed donut/coffee shop) that allows a total of 16 vehicles within both of the queues. The proposed donut/coffee shop use does not include any changes to the length of the drive-through queue. Since the existing uses with the proposed donut/coffee shop require a total of 151 vehicle spaces, then a total of 20 spaces may be applied for stacking credit (20 is the lesser of 30 percent of 151 (which is 45) and 20).

The Appellant states that the drive-through spaces “will not in fact be available for parking and the actual number of on-site parking spaces is 113 - a deficiency of 25% below the required number of spaces.” Since the Zoning Code allows stacking credit toward required parking (see above), the requested reduction in required on-site parking specifies a reduction from 151 spaces to 129 spaces (which is a 14.5 percent reduction [ $151 - 129 = 22$ ;  $22 / 151 = 14.5\%$ ]). Thus, the Appellant’s assertion that there is a deficiency of 25 percent below the required number of spaces is incorrect. Furthermore, the Appellant fails to provide any basis for their statement: *“The applicant's parking study does not fully and accurately address this issue and the applicant has not made an adequate showing to support the requested decrease in the required parking”* when the Parking Study states the stacking credit and includes the aforementioned Zoning Code special design requirements verbatim.

#### Ground of Appeal 5:

“The project site and the Palms property share an entrance off of Outlet Center Drive, which enters onto the property near the primary entrance to the Palms Medical Plaza building. In addition, Palms has an easement that provides for the use of certain parking spaces located on the project site in the area immediately adjacent and to the left as you enter from Outlet Center Drive (the “Palms spaces”). These spaces are among the spaces located closest to the Palms Medical Plaza building entrance and are often used by elderly patients, individuals using walkers or who are in wheelchairs, and others visiting the property to receive medical treatments.”

#### Staff Response:

The existing easement for parking purposes is an agreement between the subject property owner (CBC Federal Credit Union) and the adjacent property owner (Ontario Business Center, commonly known as the Palms Medical Plaza) so that the two office buildings share 20 parking spaces (10 spaces located on the CBC Federal Credit Union parcel and 10 spaces located on the Medical Plaza parcel). This agreement was made as a private transaction between the two property owners and was not required by City Code or land use entitlements, therefore the City is not responsible for the enforcement of any disputes related to the easement. This easement affects on-site parking and thus is disclosed in the Parking Study provided by the applicant. During the Commission hearing, the Commission was provided testimony from the Applicant and the Appellant regarding shared access from the driveway from Outlet Center Drive and a shared parking easement. There are no changes proposed to the existing driveway, therefore vehicles will continue to circulate the site in the same manner as they currently do. While the ten spaces mentioned by the Appellant are close to the entrance of the medical plaza, the Appellant fails to acknowledge the multiple parking spaces, including ADA spaces, on

their property, with direct access to their building that any of their patients can use.

#### Ground of Appeal 6:

“As shown in the applicant's plans and submittals, the proposed traffic circulation for the project would involve vehicles entering the property by way of the shared entrance from Outlet Center Drive, turning left past the Palms spaces, and then traveling through the parking lot towards the Dunkin Donuts drive-through. The increased traffic in this area, and the potential for congestion and inattentive drivers, presents a serious hazard and raises significant concerns regarding the safety and wellbeing of patients walking through this area of the parking lot. The applicant's queue management plan is inadequate to mitigate the parking, congestion and circulation problems associated with the project.”

#### Staff Response:

The Appellant describes one of the two existing entrances to the subject property; as discussed in the Staff Report, the existing credit union building has vehicle access from two driveways: one from Outlet Center Drive, and one from East Gonzales Road. The proposed project does not alter any of the existing vehicular paths of travel. As stated in the project description, both drive-through lanes are existing, therefore no changes will occur to the traffic circulation on site. The Appellant fails to provide any evidence to support their statement that, *“The increased traffic in this area, and the potential for congestion and inattentive drivers, presents a serious hazard and raises significant concerns regarding the safety and wellbeing of patients walking through this area of the parking lot.”* During deliberations, the Commission discussed the on-site circulation, potential vehicle/pedestrian conflicts, and the drive-through queue management plan. The Appellant states that the queue management plan is inadequate, but does not indicate how the plan is inadequate, and does not provide substantial evidence of a significant impact. As discussed in the Staff Report, the City Traffic Engineering team reviewed the proposed project and recommended additional conditions of approval to require signage to direct motorists through the drive-through lanes and to require the car queuing design for the drive-through lanes to be shown on the improvement plans for review. Those additional conditions of approval are included in the City Council Resolution (Attachment 5), and the Commission found that as conditioned, the project includes adequate on-site parking, vehicle queuing, and on-site circulation.

#### Ground of Appeal 7:

“The draft resolution of denial included in the agenda packet for the August 3, 2023 Planning Commission hearing on the project sets out the findings supporting the denial of the project very clearly, as per the direction provided to staff at the initial July 6th hearing. The Planning Commission's reversal of course at the August 3rd hearing was not based on a factual showing sufficient to overcome those findings, and the Planning Commission's decision was based on various assumptions and conjecture not supported by the evidence in the record.”

#### Staff Response:

See above Staff Response to Ground of Appeal 2. The Planning Commission frequently deliberates, makes motions, and votes on motions that change and evolve as part of the public hearing process. The Project's July 6, 2023 staff report, associated attachments, and Resolution provided the basis for the Commission to find the intent of the Major Modification to the SUP requirements for granting the Special Use Permit as specified in the OCC § 16-531 (Requirements For Granting) were made within Section 1 of the Resolution (Attachment 3). At the August 3, 2023 hearing, the two Commissioners who were absent from the prior hearing were in attendance and stated for the record that they had reviewed the meeting video and materials from the July 6, 2023 meeting and therefore were eligible to participate in the August 3, 2023 meeting. One Commissioner who was present at the July 6, 2023 meeting was not present at the August 3, 2023 hearing. At the August 3, 2023 hearing, having heard the concerns raised by the Commission at the July 6, 2023 hearing, the applicant provided a presentation addressing the concerns raised by the Commissioners and members of the public. Based on the information provided by the Applicant team and Planning Staff, a majority of the Commission present at the hearing felt they could make the required findings originally drafted for the July 6, 2023 hearing. The Appellant fails to state the “assumptions or conjecture not supported by the evidence.” Both the July 6, 2023 and the August 3, 2023 hearings complied with the Open Meetings Law (Brown Act) and the Appellant has not submitted substantial evidence that the Commission erred in its decision-making.

#### Conclusion:

The Appellant requests the following relief:

“Palms is very concerned about the potential impacts of the proposed project upon the existing uses and activities conducted at Palms Medical Plaza and the other surrounding properties, and therefore respectfully requests that the City Council overturn the Planning Commission's approval.”

Based on the previous discussion (see above Analysis Section), staff recommendation from the July 6, 2023 Planning Commission hearing remains unchanged. Thus, staff recommends that City Council find there is no merit to the Appellant's Grounds of Appeal, deny the appeal and uphold the decision of the Planning Commission to approve the project with specific conditions of approval (Attachment 5)

## **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**

Denial of the requested Appeal would uphold the Planning Commission's approval and allow for the operation of the new business which is anticipated to generate additional tax revenue that would be directly added to the City's General Fund.

## **COMMITTEE OUTCOME**

This item is a public hearing and was heard by the Planning Commission; therefore, this item did not originate in Committee.

*Prepared by: Jay Dobrowalski, Planning Supervisor*

## **ATTACHMENTS**

1. Planning Commission Hearing Documents for July 6, 2023
2. Planning Commission Hearing Documents for August 3, 2023 without Attachment A
3. Approved Planning Commission Resolution 2023-28
4. Appeal Documents filed August 21, 2023
5. Draft City Council Resolution
6. Presentation

**PLANNING COMMISSION  
STAFF REPORT**

**TO:** Planning Commission

**FROM:** Jay Dobrowalski, Planning Supervisor  
Lisa Gordon, Senior Contract Planner

**DATE:** July 6, 2023

**SUBJECT:** **Project Name: Dunkin Donuts;** Planning and Zoning Permit No. 22-550-01  
(Major Modification to Special Use Permit), Property Located at 2151 East  
Gonzales Road; APN: 213-0-090-015

- 1) **Recommendation:** That the Planning Commission:
  - a) Adopt an Addendum to Mitigated Negative Declaration No. 01-09; and
  - b) Adopt Resolution 2023-XX approving Planning and Zoning Permit No. 22-550-01  
(Major Modification to Special Use Permit), subject to certain findings and conditions.
- 2) **Project Description and Applicant:** The applicant requests a Major Modification to Special Use Permit (SUP) No. 00-05-142 to allow for improvements to an existing 30,467 square-foot CBC Credit Union multi-tenant office building. The proposed project includes the construction and conversion of 1,419 square feet of existing ground floor tenant space into a donut/coffee shop (Dunkin Donuts) and the conversion of one existing drive-through lane with 8-vehicle capacity (stacking for 3 vehicles between the order board and pick-up window and stacking for 5 vehicles behind the order board). In accordance with Oxnard City Code (OCC) Section 16-651(B)(4), one modification is being requested: a reduction of the number of on-site required parking spaces from 151 to 129. Filed by property owner, Daniel Bednar, Vice President of Development, of CBC Federal Credit Union.
- 3) **Existing & Surrounding Land Uses:** The project site is located at 2151 East Gonzales Road (APN: 213-0-090-115) and is currently developed with an existing multi-tenant office building that includes a ground floor credit union and upper floor general and medical office space with 129 on-site parking spaces (which includes 16 drive-thru spaces divided into two lanes). The site is located within the Business and Research Park (BRP) General Plan land use designation and Business and Research Park (BRP) zone district and is surrounded by a mix of mostly medical office uses and a self-service station/convenience store as shown in the following Table 1:

Table 1 - Existing and Surrounding Land Uses

| LOCATION     | ZONING                       | GENERAL PLAN                 | EXISTING LAND USE                                   |
|--------------|------------------------------|------------------------------|-----------------------------------------------------|
| Project Site | Business Research Park (BRP) | Business Research Park (BRP) | Credit Union and mix of general and medical offices |
| North        | Business Research Park (BRP) | Business Research Park (BRP) | Medical offices                                     |
| South        | Business Research Park (BRP) | Business Research Park (BRP) | Medical-Urgent Care                                 |
| East         | Business Research Park (BRP) | Business Research Park (BRP) | Self-Service Station/Convenience store (7-Eleven)   |
| West         | Business Research Park (BRP) | Business Research Park (BRP) | Medical offices (Kaiser Permanente)                 |

- 4) **Background Information:** On May 3, 2001, the Planning Commission approved Special Use Permit No. 00-5-142 and adopted Mitigated Negative Declaration No. 01-09 for the construction of a 30,456 square foot building for bank and office uses located at the northwest corner of Gonzales Road and Outlet Center Drive. To date, there have been no changes to the originally permitted development.
- 5) **Environmental Determination:** Pursuant to the California Environmental Quality Act (CEQA), the proposed development is subject to review for potential environmental impacts. In accordance with Section 15164(b) of CEQA Guidelines, a lead agency shall prepare an Addendum to a previously certified Environmental Impact Report (EIR) or Negative Declaration (ND) if some changes or additions are necessary but none of the conditions described in section 15162 calling for preparation of a subsequent EIR or ND have occurred. An addendum to Mitigated Negative Declaration No. 01-09 was prepared to analyze potentially significant adverse environmental effects of the proposed project (Attachment C). The addendum provides a comparison of the current proposal and the previously-approved project that was studied in the 2001 Initial Study-Mitigated Negative Declaration (IS-MND) and focuses on new environmental effects, specifically Greenhouse Gas Emissions, which have been added to the CEQA Guidelines since the 2001 MND was adopted. The addendum did not identify any areas of concern as potentially being affected. Therefore, the proposed project would not create new significant environmental effects or a substantial increase in the severity of significant effects previously identified in the 2001 IS-MND.
- 6) **Analysis:**
  - a) **General Discussion:** The CBC Federal Credit Union Office Building is a 30,647 square-foot multi-tenant office building that is comprised of a ground floor credit union, and general and medical office space with 129 on-site parking spaces (which includes 16 drive-through spaces in 2-lanes behind the building at the north end of the site). The

proposed project includes the construction and conversion of 1,419 square feet of existing ground floor tenant space into a donut/coffee shop (Dunkin Donuts) and the conversion of one existing drive-thru lane with 8-vehicle capacity. The proposed hours of operation would be 7 days a week between the hours of 5:00 AM and 9:00 PM.

As discussed below, the project is designed to be consistent with the 2030 General Plan, and the OCC. Pursuant to Section 16-536 of the OCC, the Planning Commission is the decision maker for the requested Special Use Permit.

- b) **General Plan Consistency:** The City's 2030 General Plan land use designation for the subject site is Business Research Park which allows for professional, administrative, research and limited manufacturing uses along with limited commercial activities intended to support these uses such as fast-food (including drive-thrus). The proposed project is located along Gonzales Road, which is a primary arterial roadway, and includes multiple uses within the subject site. Approval of this Major Modification has been determined to be consistent with the General Plan and the property's land use designation.

Consistency with the 2030 General Plan is defined by the relationship between 2030 General Plan policies and the proposed project. The three consistency classification levels are:

- I. Direct Applicability to a Proposed Project or Program (full text of the policy and an explanation).
- II. Related or Indirect Applicability to the Proposed Project or Program (policy title and an explanation for each or groups of related or indirectly related policies).
- III. No or Distant Applicability to the Proposed Project or Program (all policies not listed as Level I and II are assumed to be consistent).

Table 2 - General Plan Consistency

| POLICY | LEVEL | POLICY OR TITLE                             | EXPLANATION                                                                             |
|--------|-------|---------------------------------------------|-----------------------------------------------------------------------------------------|
| CD-1.2 | II    | In-fill development, priority to mixed-use  | The project site is within a developed area of the City and qualifies as infill         |
| CD-4.2 | II    | Commercial Revitalization and Redevelopment | The project encourages upgrading and appropriate reuse of existing commercial areas and |



|                    |     |                                                |                                                                                                                                                                                       |
|--------------------|-----|------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                    |     |                                                | increases overall jobs and sales within the City.                                                                                                                                     |
| CD-5.2<br>SH-6.4   | II  | Compatible Land Use                            | The proposed project is consistent with allowable BRP land uses and will be compatible with the existing and adjacent uses as designed and are not anticipated to generate nuisances. |
| CD-14.1<br>CD-14.2 | II  | Development Advisory Committee Functions (DAC) | The Development Advisory Committee (DAC) review process led to changes in the project and/or conditions of approval that meet these Level II policies.                                |
| CD-15.6            | II  | Share of regional taxable sales                | The project includes the repurposing of an existing site to allow for new businesses, which will generate retail sales tax revenue to the City.                                       |
| CD-18.1            | II  | Attract New Business                           | The project provides the opportunity to attract a new commercial use that is compatible with the community's business climate and not detrimental to the local economy.               |
| All<br>Others      | III | All policies not listed above                  | No or Distant Applicability to the Proposed Project                                                                                                                                   |

- c) **Conformance with Zoning Development Standards:** The proposed development is located within the Business Research Park (BRP) zone district and is subject to the BRP development standards. In accordance with the City Code, the proposed project may be permitted with an approval of a Major Modification to the existing SUP. The proposed project was evaluated for consistency with the BRP development standards. The majority of the project is located within the existing tenant space and consists of tenant improvement changes only with minimal exterior site changes proposed. The project complies with all applicable development standards of the BRP zone, except for the

required off-street parking in which the applicant is seeking a reduction to the number of on-site parking spaces and is further described below in subsection (d) of this report.

Table 3 - Development Standard Compliance

| DEVELOPMENT STANDARD        | REQUIREMENT     | PROPOSED        | COMPLIES?                                          |
|-----------------------------|-----------------|-----------------|----------------------------------------------------|
| Off street parking (16-622) | 151 auto spaces | 129 auto spaces | Yes, with granting of the requested parking relief |

- d) **Site Design, Circulation, and Parking:** The 2.45-acre site is located on the northwest corner of Gonzales Road and Outlet Center Drive. The project site has two different access points: 1) Gonzales Road via an existing driveway located at the west end of the street frontage and 2) Outlet Center Drive via an existing shared driveway at the northeast corner of the site. The existing driveways will provide access to the site and allow for vehicle circulation around the site and the existing drive-through lanes located behind the building on the north end of the site. In addition to the shared access, the project site shares parking with the adjacent Palms Medical Plaza property located to the north at 1901 Outlet Center Drive (10 shared spaces are located in the Palms Medical Plaza site and 10 shared spaces are located in the CBC Federal Credit Union office building site). A parking study (Attachment D) for a reduction in the number of required on-site parking spaces has been submitted to demonstrate the parking demands for the existing office building that includes the addition of the proposed Dunkin Donuts tenant.

The parking data and breakdown in Table 4 (below) shows that the CBC Federal Credit Union office building contains a total of 30,487 square-feet of building space with 129 on-site parking spaces (which includes 16 drive-thru spaces in two lanes). Approximately 524 square feet of shared lobby space is allocated towards the proposed Dunkin Donuts tenant space.

Table 4 - Summary of Parking Data

| TENANT           | SIZE                         | PARKING SUPPLY          |
|------------------|------------------------------|-------------------------|
| Credit Union     | 5,878 SF                     | 129 spaces <sup>2</sup> |
| Corporate Office | 16,000 SF                    |                         |
| General Office   | 800 SF                       |                         |
| Medical Office   | 6,390 SF                     |                         |
| Dunkin Donuts    | <u>1,419 SF</u> <sup>1</sup> |                         |
|                  | 30,487 SF                    |                         |

<sup>1</sup> Includes 524 square feet of lobby space shared with the Credit Union

<sup>2</sup> Includes 16 spaces in two drive-thru lanes

The existing CBC Federal Credit Union and the Dunkin Donuts would occupy the first-floor space and the remaining floors would be occupied by general and medical office tenants; the parking requirements are based on the following rates:

Table 5 - City Zoning Ordinance Parking Requirements

| TENANT                         | SIZE      | ZONING REQUIREMENT | REQUIRED PARKING  |
|--------------------------------|-----------|--------------------|-------------------|
| Credit Union                   | 5,878 SF  | 1:250 SF           | 24 spaces         |
| General Office                 | 16,800 SF | 1:250 SF           | 67 spaces         |
| Medical Office                 | 6,390 SF  | 1:200 SF           | 32 spaces         |
| Dunkin Donuts                  | 1,419 SF  | 1:50 SF            | 28 spaces         |
| <b>Total Required Parking:</b> |           |                    | <b>151 spaces</b> |

Based on the existing and proposed tenant spaces and land use, the OCC requires 151 spaces for the overall project site. The project site provides 129 on-site parking spaces, and therefore requires relief from the parking requirement. The parking study developed shared parking demand estimates based on hourly parking demand surveys conducted at the site and hourly parking demand rates presented in the Institute of Transportation Engineers (ITE) Parking Generation Manual, 5<sup>th</sup> Edition. The ITE parking demand rates show that peak parking demand rates would be as follows: 100 spaces on weekdays and 44 spaces on weekends. The shared parking demand estimates using ITE rates and on-site surveys for both weekdays and weekends showed that in a worst-case scenario 93 spaces are forecasted to be used for the office building uses and 40 parking spaces are forecasted to be used on weekends. The on-site parking supply of 129 spaces (which does not include the 10 spaces on the adjacent Palms Medical Plaza site) would meet both the shared weekday and weekend parking demand by providing an adequate supply of reserve parking.

As shown on the project site plan (Attachment B), Dunkin Donuts will use only one of the existing two drive-thru lanes (Dunkin Donuts will use the lane closest to the building). Per OCC Section 16-647, fast-food restaurants require a capacity for three vehicles between the pick-up window and order board and a capacity for five vehicles behind the order board. The proposed project is consistent with the City requirements as it provides stacking for 8 vehicles. Per the queue studies submitted by the applicant, at three different Dunkin Donut locations (1. Downey, CA; 2. Laguna Hills, CA; and 3. Whittier, CA), the maximum queue ranged from 5 to 7 vehicles. Therefore, the proposed

8-vehicle stacking area would accommodate the anticipated queues. In order to address any potential on-site drive-through vehicle queuing issues or in cases where the queuing exceeds the 8-vehicle stacking capacity, a Drive Thru-Queue Management Plan has been prepared (Attachment E). The plan provides passive and active strategies including signage and striping at the drive-thru entrance along with directional signage and the use of handheld mobile devices by Dunkin Donut staff to take customer orders.

#### Bicycle Parking

Pursuant to OCC Section 16-623, the Project site is required to provide five bicycle parking spaces. The Project site has an existing bicycle parking rack for three bicycle parking spaces located at the front entrance of the office building. Thus, the project is subject to a condition of approval to require the installation of additional bicycle racks for a total of five on-site bicycle parking spaces.

#### Traffic Engineer Review

The City Traffic Engineer has reviewed the project plans and has recommended the following special conditions be added to the project:

- *Developer shall incorporate details on the engineering plans showing directional signs and pavement markings that will assist and direct motorists through both drive-through lanes.*
- *Show the car queuing design for the drive-through lanes in the engineering improvement plans for the Traffic Division to review.*

The City finds that the proposed project, as conditioned, and in the context of documentation provided and reviewed, includes adequate on-site parking during both peak weekday and weekend forecasted parking demand and forecasted drive-through vehicle queuing.

- e) **Building Design:** The majority of the project scope is located within the existing CBC Federal Credit Union tenant space and consists of tenant improvement changes only with minimal exterior changes proposed on the north building elevation adjacent to the existing drive-thru lane. Exterior changes include the installation of a new free-standing menu/order board, new mechanical grilles on the façade of the building, and a new pick-up window. All proposed material will be painted to match the existing building or be similar in design.
- 7) **Development Advisory Committee:** On March 9, 2022, the Development Advisory Committee (DAC) reviewed the project and provided comments to the applicant team. Subsequent to the DAC review, the applicant continually worked with members of the DAC to further revise the project plans while DAC members drafted project conditions. The DAC recommended conditions of approval are included in the attached resolution.
- 8) **Community Workshop and Public Input:** The project is not located within a General Plan

identified neighborhood. Therefore, the project was not presented during a Community Workshop.

Consistent with public noticing requirements, this Planning Commission hearing was advertised in the newspaper, with an on-site posting, and by mail to property owners within 300 feet of the subject property.

To date, Staff has received one comment letter regarding the proposed project. The letter (from Nelson Comis Kettle & Kinney, LLP representing the Palms Medical Plaza Owners' Association, dated March 7, 2023) includes concerns regarding potential impacts to parking, traffic, and pedestrian circulation. The project is consistent with parking, traffic, and circulation requirements (see above Section 6.d), and the information in the letter does not change staff recommendation.

- 9) **Appeal Procedure:** In accordance with OCC Section 16-545, the Planning Commission's action may be appealed to the City Council within 18 days after the decision date. Appeal forms may be obtained from the City Clerk and must be submitted with the appropriate fees before the end of the appeal period. If an appeal to the City Council is not filed within 18 days of the Planning Commission decision, the decision of the Planning Commission shall be considered final.

**Attachments:**

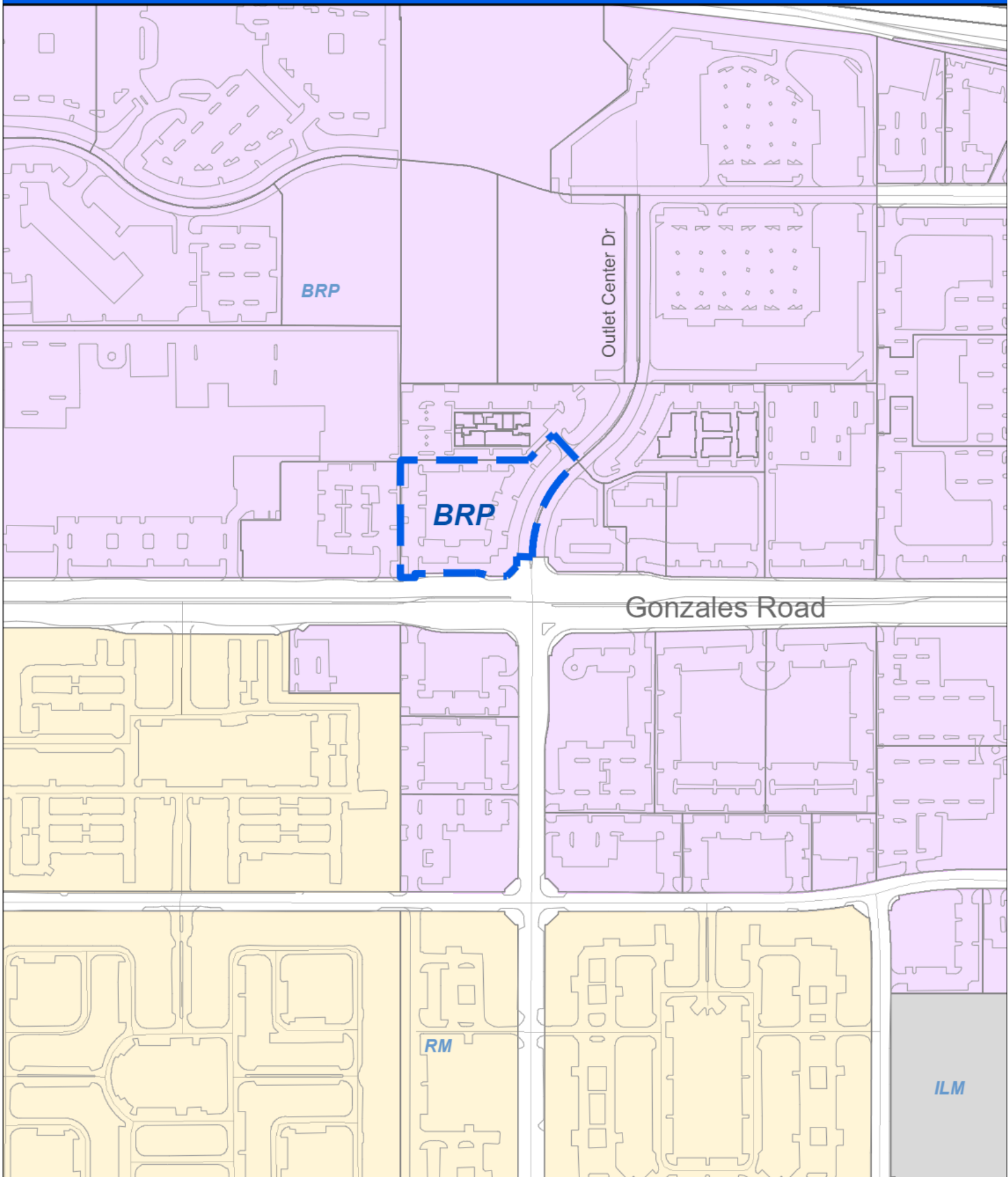
- A. Maps (Vicinity, General Plan, Zoning, Aerial)
- B. Reduced Project Plans
- C. Addendum No. 1 to Mitigated Negative Declaration No. 01-09
- D. Parking Study (Dated April 20, 2023)
- E. Drive Through Queue Management Plan (Dated October 8, 2022)
- F. Draft Planning Commission Resolution Approving Planning and Zoning Permit No. 22-550-01 (Major Modification to Special Use Permit)
- G. Letter from Palms Medical Plaza Owners' Association (Dated March 7, 2023)
- H. Staff Presentation

# Vicinity Map



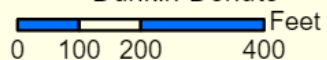


# 2030 General Plan Land Use Map



Oxnard Planning  
January 25, 2023

PZ 22-550-01  
Location: 2151 E Gonzales Rd  
APN: 2130090015  
Dunkin Donuts

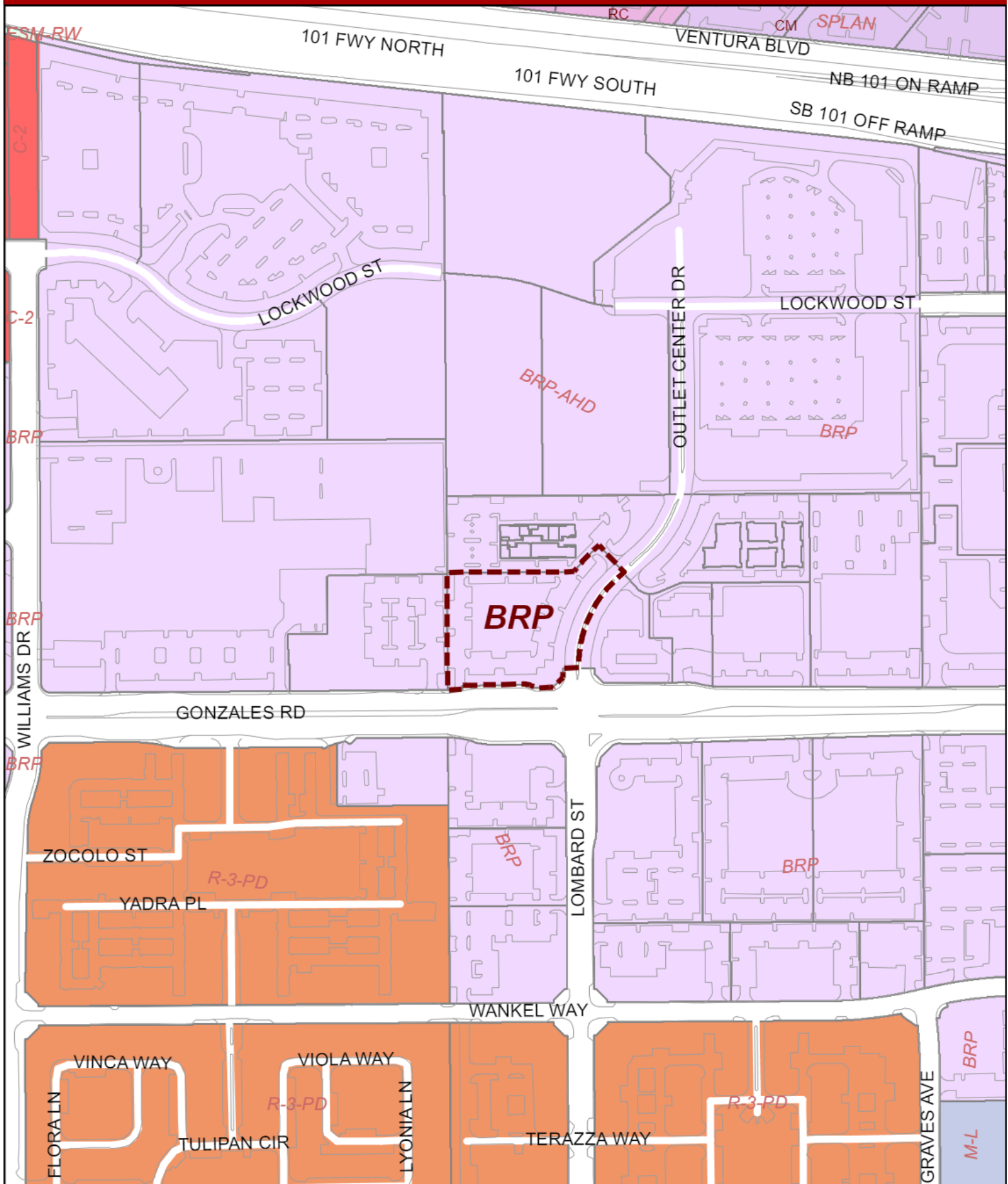


2030 General Plan Land Use Map



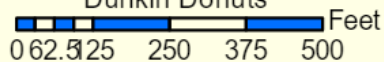
1:4,000

# Zoning/Specific Plan Map



Oxnard Planning  
January 25, 2023

PZ 22-550-01  
Location: 2151 E Gonzales Rd  
APN: 2130090015  
Dunkin Donuts



## Zoning/Specific Plan Map



1:4,000 182







# CBC FEDERAL CREDIT UNION

## 2151 EAST GONZALES ROAD OXNARD, CA 93036

### DISCRETIONARY PERMIT SUBMITTAL - PLANNING SUBMISSION PACKAGE



| TABLE OF CONTENTS |                                  | ISSUED FOR:         |
|-------------------|----------------------------------|---------------------|
| SHEET #           | SHEET NAME                       | PLANNING SUBMISSION |
| CS-1              | COVER SHEET                      | DATE: 12.15.2021    |
| SP-01             | COLOR SITE PLAN                  | •                   |
| SP-02             | SITE PLAN                        | •                   |
| FP-01             | FLOOR PLAN                       | •                   |
| EL-1              | COLOR BUILDING ELEVATIONS        | •                   |
| EL-2              | NORTH COLORED BUILDING ELEVATION | •                   |
| F-1               | EXTERIOR FINISH BOARD            | •                   |
| L-1               | LANDSCAPE PLAN                   | •                   |
| L-2               | LANDSCAPE PLAN                   | •                   |
| P-1               | KEYED PHOTO PLAN & AREA PHOTOS   | •                   |

1001 14th Ave, Suite 200, Oxnard, CA 93036  
Tel: 805.461.1234  
Fax: 805.461.1235

**PRELIMINARY**  
**DEC 15, 2021**  
NOT FOR CONSTRUCTION USE

| Planning Submittal |      |
|--------------------|------|
| ADDENDUMS          |      |
| No.                | Date |
|                    |      |
|                    |      |
|                    |      |
|                    |      |
|                    |      |
|                    |      |
|                    |      |
|                    |      |
|                    |      |



CBC FEDERAL CREDIT UNION  
2151 E GONZALES RD.  
OXNARD, CA 93036

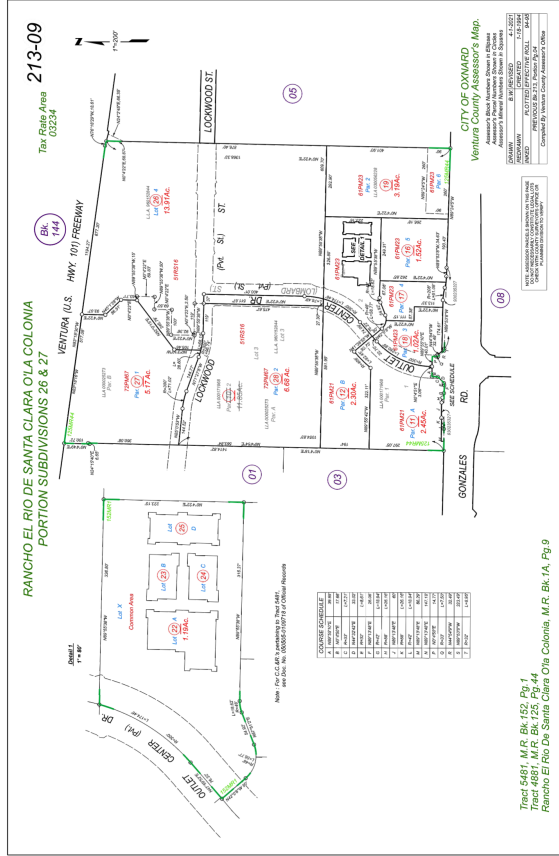
Title  
**COVER SHEET**  
Date  
2021.12.02  
Project Number  
20063  
Drawn By  
---

Sheet Number  
**CS-1**

1001 14th Ave, Suite 200, Oxnard, CA 93036  
Tel: 805.461.1234  
Fax: 805.461.1235



ARTISTIC RENDERING OF DRIVE-THRU AREA



ASSESSOR'S PARCEL MAP



GERALD R.  
KARLE  
ARCHITECT

1001 North Ave. Suite 200  
San Jose, CA 95128  
408.281.1234

PRELIMINARY  
DEC. 15, 2021  
NOT FOR CONSTRUCTION USE

| Planning Submittal |      |
|--------------------|------|
| ADDENDUMS          |      |
| No.                | Name |
|                    |      |
|                    |      |
|                    |      |
|                    |      |
|                    |      |
|                    |      |
|                    |      |
|                    |      |
|                    |      |



MOMENTUM

Project



CBC FEDERAL CREDIT UNION  
2151 E GONZALES RD.  
OAKLAND, CA 94606

The  
COLORED SITE PLAN

Date  
2021.12.15

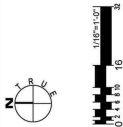
Project Number  
20063

Drawn By  
---

Sheet Number  
---

SP-01

LANDSCAPE ARCHITECT  
LANDSCAPE ARCHITECTURE, INC. - LANDSCAPE ARCHITECT  
© 2021 All Rights Reserved Gerald R. Karle Architect







**Pittsburgh**  
601 Mary Ave., Suite 203 • Pittsburgh, PA 15215

PRELIMINARY  
DEC. 15, 2021  
NOT FOR CONSTRUCTION USE

---

Planning Submittal

[illegible]

Project:



CBC FEDERAL CREIT UNION  
2151 E GONZALES RD.  
OXNARD CA 93036

Table  
SITE DI AN

Date \_\_\_\_\_

Project Number  
0000

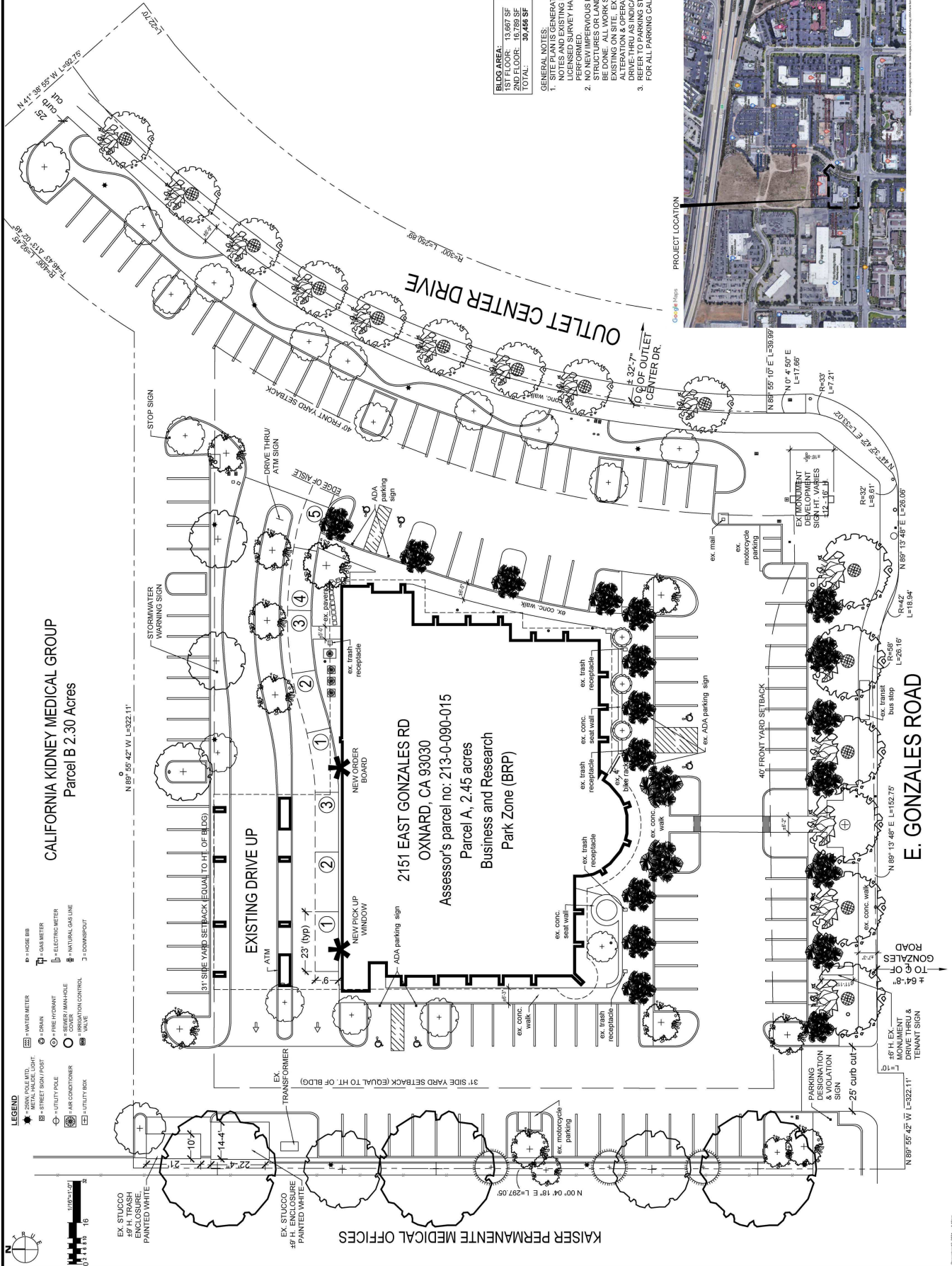
Drawn By  
J. K. A.

Sheet Number  
**SP-02**

LANDSCAPE ARCHITECTURE • SPACE PLANNING

---

© 2024 All Rights Reserved Gerald R. Korte Architect







Pittsburgh  
601 Mary Ann Ave., Suite 208 • Pittsburgh, PA 15215

PRELIMINARY  
Dec 03, 2021  
NOT FOR CONSTRUCTION USE

## Planning Submittal

[illegible]

Project:



CBC FEDERAL CREIT UNION  
2151 E GONZALES RD.  
OXNARD, CA 93036

Title  
FLOOR PLANS

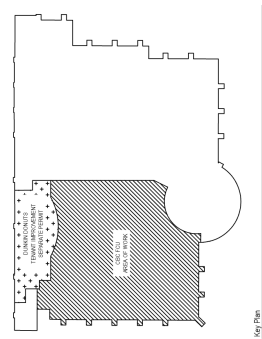
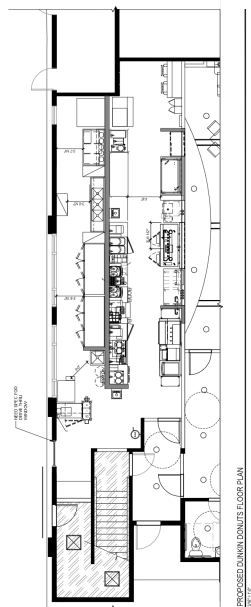
Date  
2021.12.02

Project Number  
20063

Drawn By

Sheet Number  
**FP-1**

ARCHITECTURE • INTERIOR DESIGN  
LANDSCAPE ARCHITECTURE • SPACE PLANNING





GERALD R.  
KARLE  
ARCHITECT

100 Main Ave., Suite 200  
San Francisco, CA 94102  
Tel: 415.398.1000  
Fax: 415.398.1001

PRELIMINARY  
Dec 15 2021  
NOT FOR CONSTRUCTION USE

Planning Submittal

| ADDENDUMS |      |
|-----------|------|
| No.       | Date |
|           |      |
|           |      |
|           |      |
|           |      |
|           |      |
|           |      |
|           |      |
|           |      |
|           |      |



MOMENTUM

Project



CBC FEDERAL CREDIT UNION  
2151 E GONZALES RD.  
OAKLAND, CA 94606

Title  
EXISTING COLORED  
ELEVATIONS

Date

2021.12.02

Project Number

2003

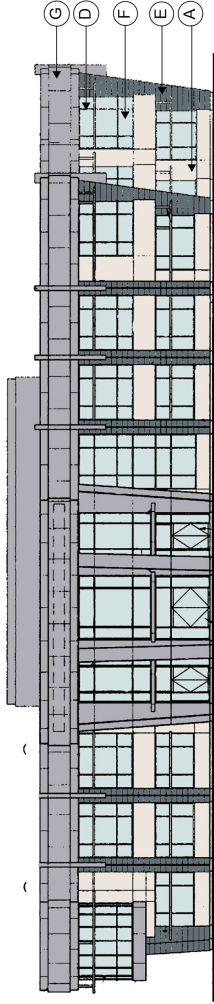
Drawn By

---

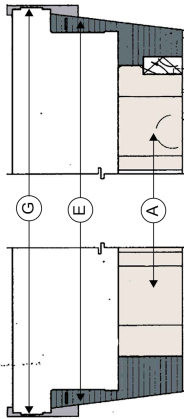
Sheet Number

EL-1

© 2021 All Rights Reserved Gerald R. Karle Architect



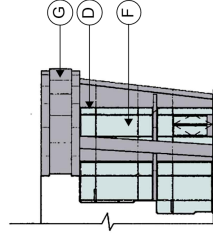
SOUTH



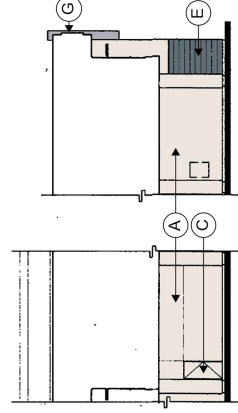
(A) PARTIAL NORTH  
• REMOTE ATM ENCL.  
(B) PARTIAL SOUTH  
• REMOTE ATM ENCL.



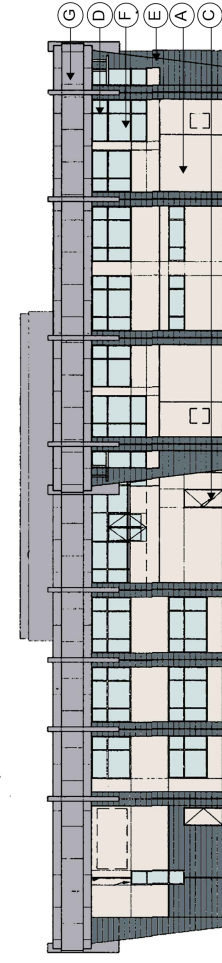
WEST



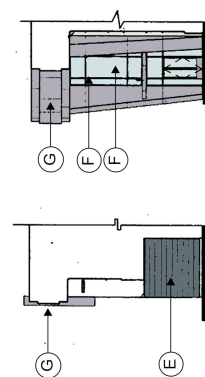
(C) PARTIAL WEST  
• ENTRY



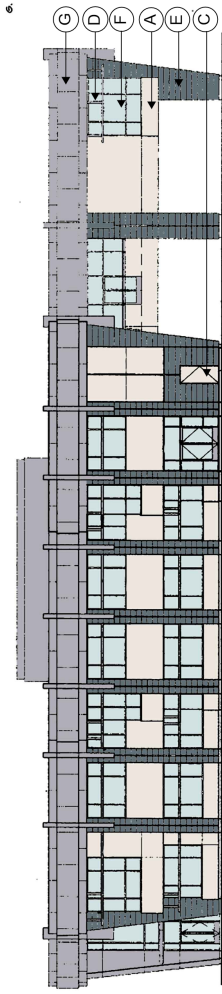
(D) PARTIAL NORTH  
• ELEC. RM/ DRIVE-THRU  
(E) PARTIAL NORTH  
• STAIR 1/1 DRIVE-THRU



NORTH



(F) PARTIAL SOUTH  
• STAIR 1/1 DRIVE-THRU  
(G) PARTIAL EAST  
• ENTRY



EAST

COLOR SCHEDULE

- A. SMOOTH FINISHED PLASTER  
HALLS & STAIRS  
DARK-EDGED 99% 36" 36" COFFEE
- B. SMOOTH FINISHED PLASTER  
MECHANICAL SCREEN WALL  
DARK-EDGED 99% 36" 36" COFFEE
- C. FLUSH METAL HALL DOORS  
DARK-EDGED 99% 36" 36" COFFEE
- D. ALUMINUM HIDDEN SYSTEMS & REGISTS  
CLEAR ANODIZED ALUMINUM
- E. NATURAL STONE VENEER AT WALLS &  
COLUMNS  
INTERLITE 98% VEGE LAVRAY
- F. EXTERIOR HIDDEN GLAZING  
LOF EVERGREEN
- G. ALUMINUM 1/2" X 1/2" FINISHED FASCIA,  
SCOFFITS, LIGHT SHELVEYS & FINS  
PAINT TYPE: CEMATELIZE  
PAINT COLOR: 1440 SILVER



GERALD R.  
KARLE  
ARCHITECT

1000 North 1st Street, Suite 100  
Oxnard, CA 93030  
Tel: 805.461.1000  
Fax: 805.461.1001

**PRELIMINARY**  
Dec 15 2021  
NOT FOR CONSTRUCTION USE

### Planning Submittal

| ADDENDUMS |      |
|-----------|------|
| No.       | Name |
|           |      |
|           |      |
|           |      |
|           |      |
|           |      |
|           |      |
|           |      |
|           |      |
|           |      |



Project



CBC FEDERAL CREDIT UNION  
2151 E GONZALES RD.  
OXNARD, CA 93036

Title  
NEWLY COLORED  
ELEVATIONS

Date  
2021.12.02  
Project Number  
20063  
Drawn By  
---

Sheet Number

**EL-2**

Copyright © 2021 Gerald R. Karle Architect  
All Rights Reserved. No part of this document may be reproduced without written permission.





GERALD R.  
KARLE  
ARCHITECT

1000 Main Street, Suite 100  
San Francisco, CA 94102  
Tel: 415.774.1000  
Fax: 415.774.1001

PRELIMINARY  
Dec 15 2021  
NOT FOR CONSTRUCTION USE

#### Planning Submittal

| ADDENDUMS |      |
|-----------|------|
| No.       | Name |
|           |      |
|           |      |
|           |      |
|           |      |
|           |      |
|           |      |
|           |      |
|           |      |
|           |      |



MOMENTUM

Project



CBC FEDERAL CREDIT UNION  
2151 E GONZALES RD.  
OAKLAND, CA 94606

Title  
EXTERIOR FINISHES

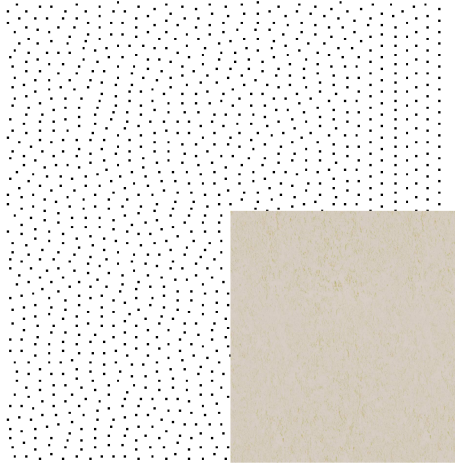
Date  
2021.12.02

Project Number  
20063

Drawn By  
---

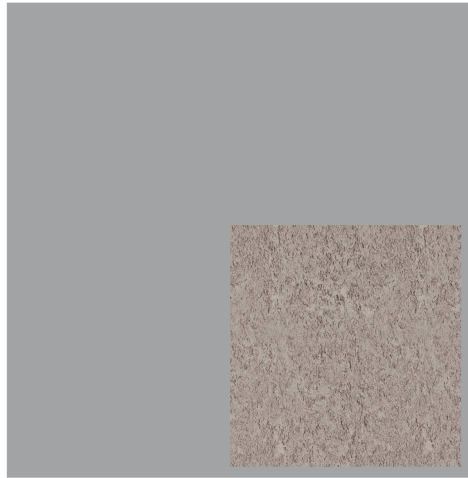
Sheet Number  
F-1

© 2021 All Rights Reserved Gerald R. Karle Architect



(A) Dunn-Edwards SP8 36 'Swiss Coffee'

(C) Dunn-Edwards SP8 36 'Swiss Coffee'

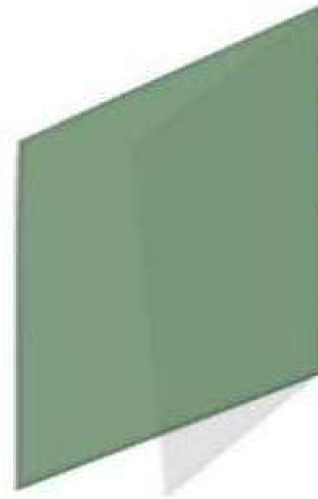


(B) Dunn-Edwards DE 1088 L1 "Lava Flow"

(D) Clear Anodized Aluminum



(E) Intertile GR39F "Verde Lavras"



(F) LOF EverGreen Reflective low E Glass



(G) Aluminum  
Paint Type: Cenamelize  
Paint Color: #495 Silver





GERALD R.  
KARLE  
ARCHITECT

1000 North Main Street, Suite 200  
Oxnard, CA 93030  
Tel: 805.461.1111  
Fax: 805.461.1112

PRELIMINARY  
DEC 15, 2021  
NOT FOR CONSTRUCTION USE

### Planning Submittal

| APPENDIXES |      |
|------------|------|
| No.        | Name |
|            |      |
|            |      |
|            |      |
|            |      |
|            |      |
|            |      |
|            |      |
|            |      |
|            |      |



MOMENTUM

Project



CBC FEDERAL CREDIT UNION  
2151 E GONZALES RD.  
OXNARD, CA 93036

Title  
LANDSCAPE PLAN

Date  
2021.12.02

Project Number  
20063

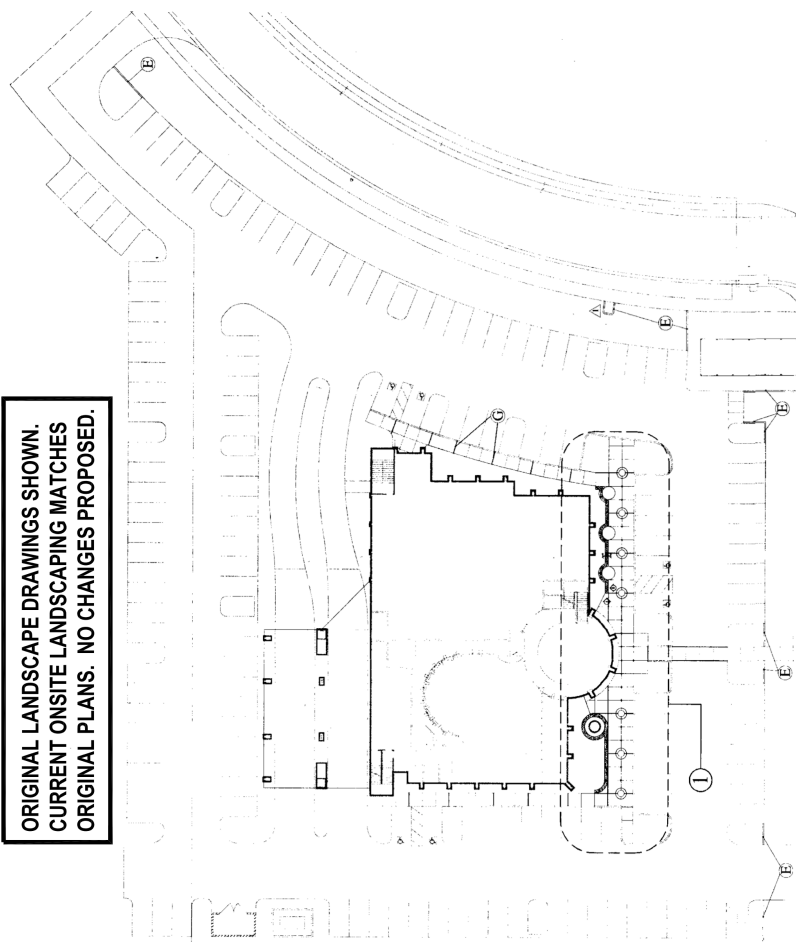
Drawn By  
---

Sheet Number  
---

L-1

© 2021 All Rights Reserved Gerald R. Karle Architect

ORIGINAL LANDSCAPE DRAWINGS SHOWN.  
CURRENT ONSITE LANDSCAPING MATCHES  
ORIGINAL PLANS. NO CHANGES PROPOSED.

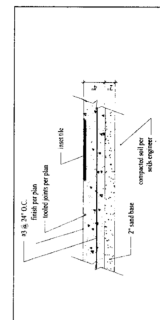


### SITE PLAN

SCALE: 1"=20'-0"

### CONSTRUCTION LEGEND

- A. Natural gray concrete paving w/ exposed aggregate finish and bold joint @ 6' o.c.
- B. 12" thick (4" exposed) concrete w/ marginal pump
- C. Exposed aggregate concrete w/ marginal pump
- D. 6" x 6" concrete sidewalk
- E. 6" x 6" concrete sidewalk
- F. 6" x 6" concrete sidewalk
- G. 6" x 6" concrete sidewalk

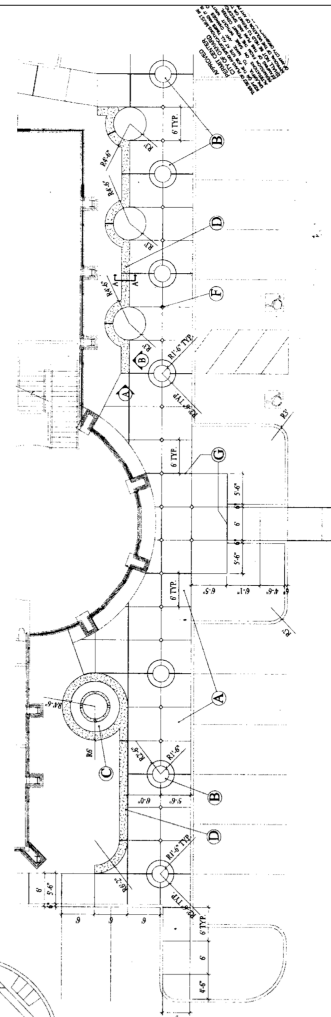


CONCRETE PAVING SECTION

NOT TO SCALE

### 1 MAIN ENTRANCE PLAN VIEW

SCALE: 1"=10'-0"



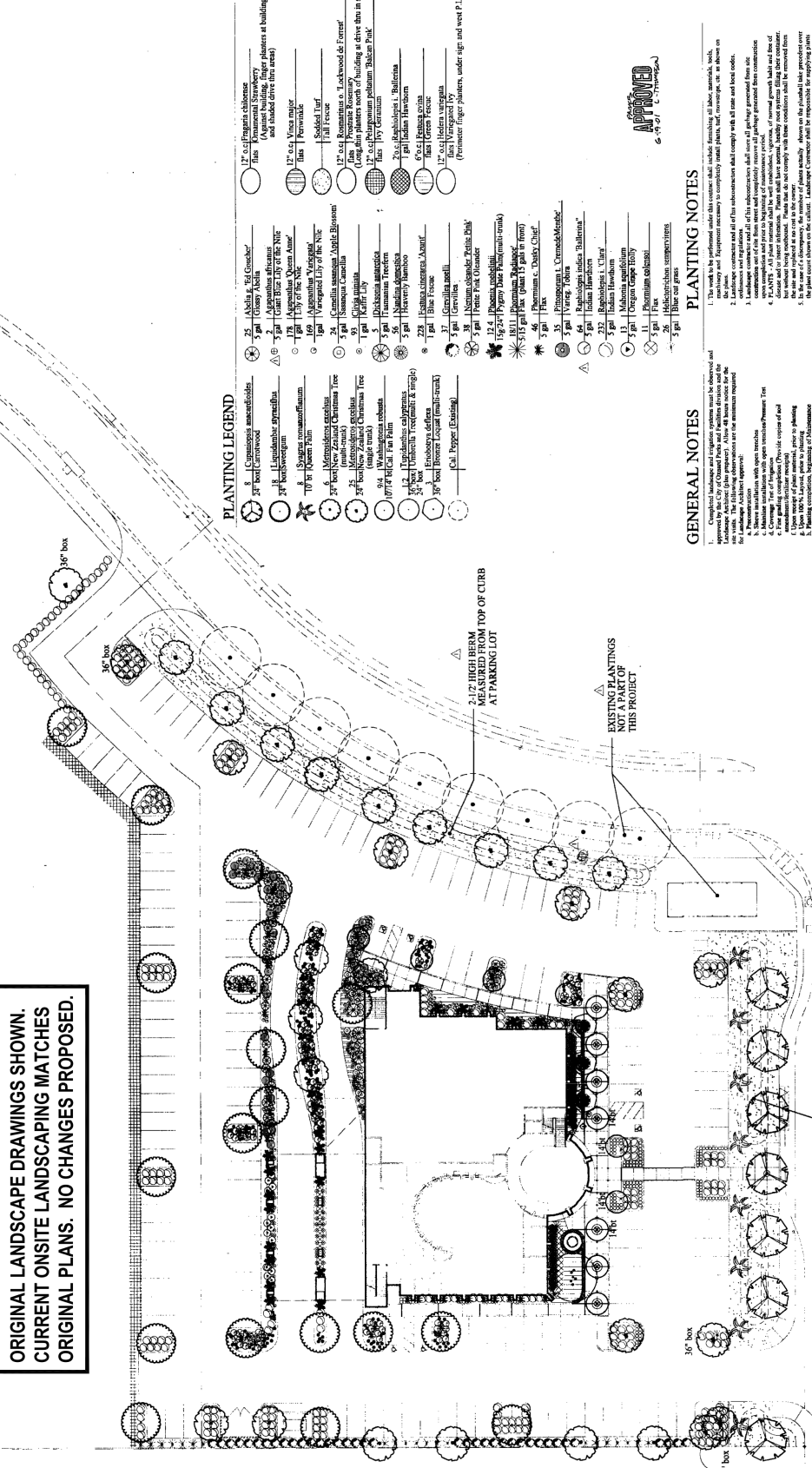
Philip S. Miller and Associates  
Site Planning and Landscape Architecture  
6301 Oak Ridge, Oxnard, California 93032 (805) 383-7391



| ADDENDUMS | No. | Date | Name |
|-----------|-----|------|------|
|           |     |      |      |
|           |     |      |      |
|           |     |      |      |
|           |     |      |      |
|           |     |      |      |
|           |     |      |      |
|           |     |      |      |
|           |     |      |      |
|           |     |      |      |
|           |     |      |      |



**ORIGINAL LANDSCAPE DRAWINGS SHOWN.  
CURRENT ONSITE LANDSCAPING MATCHES  
ORIGINAL PLANS. NO CHANGES PROPOSED.**



**GENERAL NOTES**

1. The work shall include all necessary site work, including but not limited to, site preparation, grading, drainage, irrigation, and planting. The contractor shall be responsible for obtaining all necessary permits and approvals from the City of San Jose and the County of Santa Clara.
2. The contractor shall be responsible for providing all necessary materials and labor for the completion of the project. The contractor shall be responsible for the quality of the work and for ensuring that the project is completed in accordance with the plans and specifications.
3. The contractor shall be responsible for the safety of the project and for ensuring that the project is completed in a safe and sound manner. The contractor shall be responsible for the protection of the existing site and for the restoration of the site to its original condition.
4. The contractor shall be responsible for the maintenance of the project and for ensuring that the project is maintained in a safe and sound manner. The contractor shall be responsible for the replacement of any plants or materials that are damaged or lost during the project.
5. The contractor shall be responsible for the completion of the project in a timely manner. The contractor shall be responsible for the completion of the project within the specified time frame.
6. The contractor shall be responsible for the completion of the project in a cost-effective manner. The contractor shall be responsible for the completion of the project within the specified budget.
7. The contractor shall be responsible for the completion of the project in a professional manner. The contractor shall be responsible for the completion of the project in a manner that is consistent with the highest standards of the industry.
8. The contractor shall be responsible for the completion of the project in a manner that is consistent with the highest standards of the industry. The contractor shall be responsible for the completion of the project in a manner that is consistent with the highest standards of the industry.
9. The contractor shall be responsible for the completion of the project in a manner that is consistent with the highest standards of the industry. The contractor shall be responsible for the completion of the project in a manner that is consistent with the highest standards of the industry.
10. The contractor shall be responsible for the completion of the project in a manner that is consistent with the highest standards of the industry. The contractor shall be responsible for the completion of the project in a manner that is consistent with the highest standards of the industry.

**PLANTING LEGEND**

- 1. 12' o.d. Fragaria chionosepala
- 2. 12' o.d. Fragaria chionosepala
- 3. 12' o.d. Fragaria chionosepala
- 4. 12' o.d. Fragaria chionosepala
- 5. 12' o.d. Fragaria chionosepala
- 6. 12' o.d. Fragaria chionosepala
- 7. 12' o.d. Fragaria chionosepala
- 8. 12' o.d. Fragaria chionosepala
- 9. 12' o.d. Fragaria chionosepala
- 10. 12' o.d. Fragaria chionosepala
- 11. 12' o.d. Fragaria chionosepala
- 12. 12' o.d. Fragaria chionosepala
- 13. 12' o.d. Fragaria chionosepala
- 14. 12' o.d. Fragaria chionosepala
- 15. 12' o.d. Fragaria chionosepala
- 16. 12' o.d. Fragaria chionosepala
- 17. 12' o.d. Fragaria chionosepala
- 18. 12' o.d. Fragaria chionosepala
- 19. 12' o.d. Fragaria chionosepala
- 20. 12' o.d. Fragaria chionosepala
- 21. 12' o.d. Fragaria chionosepala
- 22. 12' o.d. Fragaria chionosepala
- 23. 12' o.d. Fragaria chionosepala
- 24. 12' o.d. Fragaria chionosepala
- 25. 12' o.d. Fragaria chionosepala
- 26. 12' o.d. Fragaria chionosepala
- 27. 12' o.d. Fragaria chionosepala
- 28. 12' o.d. Fragaria chionosepala
- 29. 12' o.d. Fragaria chionosepala
- 30. 12' o.d. Fragaria chionosepala
- 31. 12' o.d. Fragaria chionosepala
- 32. 12' o.d. Fragaria chionosepala
- 33. 12' o.d. Fragaria chionosepala
- 34. 12' o.d. Fragaria chionosepala
- 35. 12' o.d. Fragaria chionosepala
- 36. 12' o.d. Fragaria chionosepala
- 37. 12' o.d. Fragaria chionosepala
- 38. 12' o.d. Fragaria chionosepala
- 39. 12' o.d. Fragaria chionosepala
- 40. 12' o.d. Fragaria chionosepala
- 41. 12' o.d. Fragaria chionosepala
- 42. 12' o.d. Fragaria chionosepala
- 43. 12' o.d. Fragaria chionosepala
- 44. 12' o.d. Fragaria chionosepala
- 45. 12' o.d. Fragaria chionosepala
- 46. 12' o.d. Fragaria chionosepala
- 47. 12' o.d. Fragaria chionosepala
- 48. 12' o.d. Fragaria chionosepala
- 49. 12' o.d. Fragaria chionosepala
- 50. 12' o.d. Fragaria chionosepala
- 51. 12' o.d. Fragaria chionosepala
- 52. 12' o.d. Fragaria chionosepala
- 53. 12' o.d. Fragaria chionosepala
- 54. 12' o.d. Fragaria chionosepala
- 55. 12' o.d. Fragaria chionosepala
- 56. 12' o.d. Fragaria chionosepala
- 57. 12' o.d. Fragaria chionosepala
- 58. 12' o.d. Fragaria chionosepala
- 59. 12' o.d. Fragaria chionosepala
- 60. 12' o.d. Fragaria chionosepala
- 61. 12' o.d. Fragaria chionosepala
- 62. 12' o.d. Fragaria chionosepala
- 63. 12' o.d. Fragaria chionosepala
- 64. 12' o.d. Fragaria chionosepala
- 65. 12' o.d. Fragaria chionosepala
- 66. 12' o.d. Fragaria chionosepala
- 67. 12' o.d. Fragaria chionosepala
- 68. 12' o.d. Fragaria chionosepala
- 69. 12' o.d. Fragaria chionosepala
- 70. 12' o.d. Fragaria chionosepala
- 71. 12' o.d. Fragaria chionosepala
- 72. 12' o.d. Fragaria chionosepala
- 73. 12' o.d. Fragaria chionosepala
- 74. 12' o.d. Fragaria chionosepala
- 75. 12' o.d. Fragaria chionosepala
- 76. 12' o.d. Fragaria chionosepala
- 77. 12' o.d. Fragaria chionosepala
- 78. 12' o.d. Fragaria chionosepala
- 79. 12' o.d. Fragaria chionosepala
- 80. 12' o.d. Fragaria chionosepala
- 81. 12' o.d. Fragaria chionosepala
- 82. 12' o.d. Fragaria chionosepala
- 83. 12' o.d. Fragaria chionosepala
- 84. 12' o.d. Fragaria chionosepala
- 85. 12' o.d. Fragaria chionosepala
- 86. 12' o.d. Fragaria chionosepala
- 87. 12' o.d. Fragaria chionosepala
- 88. 12' o.d. Fragaria chionosepala
- 89. 12' o.d. Fragaria chionosepala
- 90. 12' o.d. Fragaria chionosepala
- 91. 12' o.d. Fragaria chionosepala
- 92. 12' o.d. Fragaria chionosepala
- 93. 12' o.d. Fragaria chionosepala
- 94. 12' o.d. Fragaria chionosepala
- 95. 12' o.d. Fragaria chionosepala
- 96. 12' o.d. Fragaria chionosepala
- 97. 12' o.d. Fragaria chionosepala
- 98. 12' o.d. Fragaria chionosepala
- 99. 12' o.d. Fragaria chionosepala
- 100. 12' o.d. Fragaria chionosepala

**Philip S. Miller and Associates**  
Site Planning and Landscape Architecture  
4321 Calle Bodega, Campbell, California 95008  
(408) 382-7591



**Planning Submittal**

| ADDENDUMS |      |
|-----------|------|
| No.       | Name |
|           |      |
|           |      |
|           |      |
|           |      |
|           |      |
|           |      |
|           |      |
|           |      |
|           |      |



**CBC FEDERAL CREDIT UNION**  
2151 E GONZALES RD.  
ORANGE, CA 92666

Title

**KEYED PHOTO PLAN &  
AREA PHOTOGRAPHS**

Date

2021.12.02

Project Number

20063

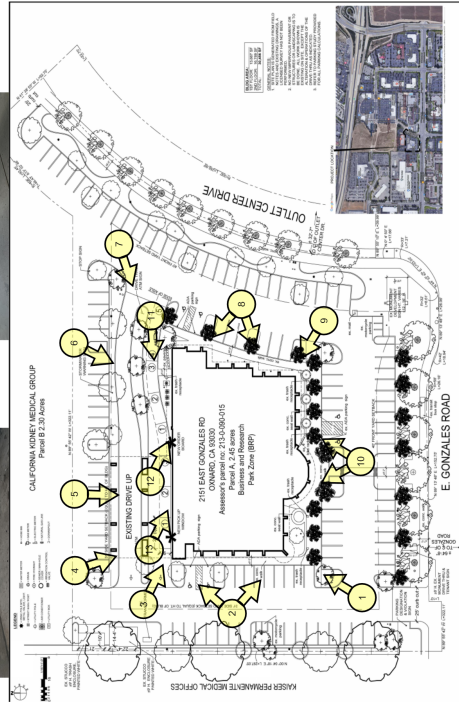
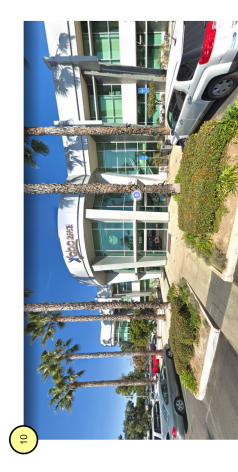
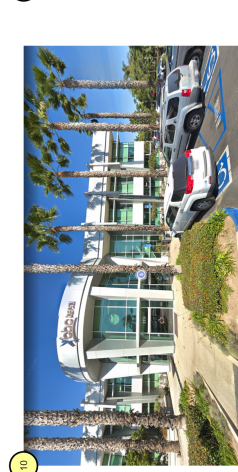
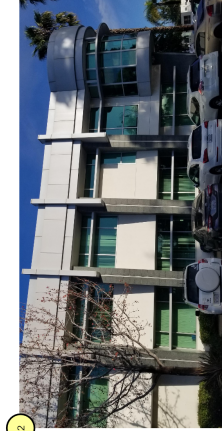
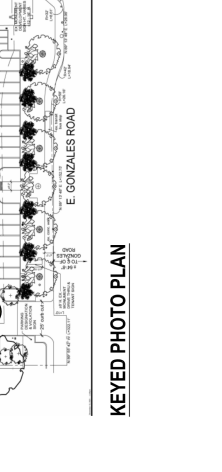
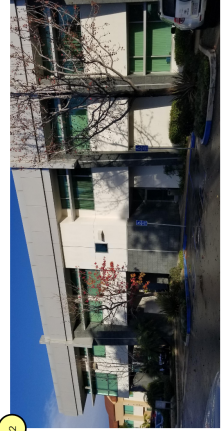
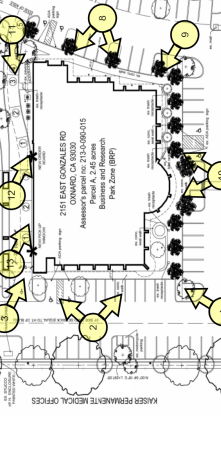
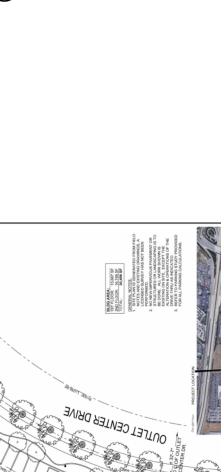
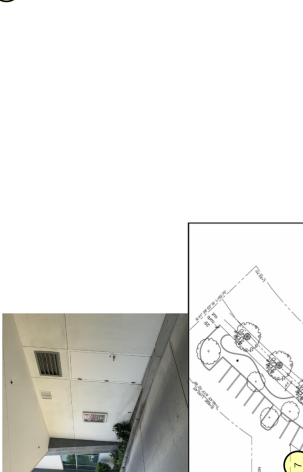
Drawn By

---

Sheet Number

**P-1**

© 2021 All Rights Reserved Gerald R. Karle Architect



**KEYED PHOTO PLAN**

Addendum No. 1  
To Mitigated Negative Declaration No. 01-09  
For The CBC Federal Credit Union Project

*Prepared By:*

Greg Martin, Contract Planner  
City of Oxnard, Planning Division  
214 South C Street  
Oxnard, California  
93030

## SUMMARY

This document is Addendum No. 1 to the CBC Federal Credit Union (FCU) Final Initial Study-Mitigated Negative Declaration (IS-MND) adopted on May 3, 2001. This addendum concludes that there are no additional possible significant adverse environmental effects associated with the proposed amendment to the Special Use Permit (PZ No. 00-5-142) for the project. The proposed amendment would allow the conversion of a portion of an existing tenant space currently occupied by the CBC Federal Credit Union (FCU) to be replaced with an 1,419 square foot Dunkin Donuts fast food restaurant. The Dunkin Donuts would operate seven days a week between the hours of 5:00 AM and 9:00 PM, with eight employees over two shift periods (four employees per shift). The Dunkin Donuts would convert and use one of the two existing drive through lanes currently used by CBC FCU to accommodate up to eight vehicles (stacking for three vehicles between the order board and pick-up window and stacking for five vehicles leading to the order board). The project requires a reduction of the number of on-site required parking spaces from 151 to 129.

### *Background*

The Oxnard Planning Commission approved a Final IS-MND (No. 01-09), Special Use Permit (PZ No. 00-5-142), and Tentative Parcel Map (PZ 01-5-1), to subdivide the lot into two parcels for the CBC Federal Credit Union on May 3, 2001. At the time both parcels were vacant and unimproved. As of 2022, all construction has been completed on both parcels, with the buildings



now occupied by the CBC FCU and office uses, including medical offices.

The proposed amendment to the Special Use Permit is the first amendment that has been proposed since approval of the original development in 2001.

A parking study (which also analyzes drive through queuing and on-site circulation) for the proposed amendment was completed by Associated Transportation Engineers (ATE) in April 2023. A preliminary Drive Thru Queue Management Plan prepared in October 2022 further analyzed the drive through queuing for the proposed Dunkin Donuts. An air quality and GHG (greenhouse gas) report for the proposed amendment was completed by MRS Environmental in May 2022. These studies are attached to this addendum.

### **Project Environmental Review**

Section 15164(b) of the State California Environmental Quality Act (CEQA) Guidelines states that an addendum to an adopted Negative Declaration may be prepared if only minor technical changes or additions are necessary or none of the conditions described in Section 15162 calling for the preparation of a subsequent Environmental Impact Report (EIR) or Negative Declaration have occurred. Three tests determine if a subsequent EIR is required (Section 15162(a)). They are:

1. Substantial changes are proposed in the project which will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
2. Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
3. New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the Negative Declaration was adopted, shows any of the following:
  - a. The project will have one or more significant effects not discussed in the previous EIR or Negative Declaration;
  - b. Significant effects previously examined will be substantially more severe than shown in the previous EIR;
  - c. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative, or
  - d. Mitigation measures or alternatives which are considerably different from those

analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

In the first test, the proposed amendment to the Special Use Permit would replace a portion of the ground floor commercial use (the current CBC Federal Credit Union) with a new commercial use (the proposed Dunkin Donuts). The proposed amendment would therefore not create a substantial change to the land use type of the project site. Both commercial uses (the credit union and the proposed Dunkin Donuts) include drive throughs. The proposed Dunkin Donuts would use one of the existing drive through lanes already on the site that is currently used by the credit union. The hours of operation of the businesses at the project site would change under the proposed project. According to the 2023 ATE Parking Study, the hours of use of the various businesses at the project site will be the following:

- CBC Federal Credit Union branch: Monday through Friday between 9:30 AM and 6:00 PM and Saturday between 10:00 AM and 1:00 PM
- CBC corporate offices: Monday through Friday between 8:30 AM and 6:00 PM
- Grossman Imaging Center medical office: Monday through Friday between 7:00 AM and 8:30 PM and Saturday between the hours of 8:00 AM and 5:00 PM
- Wojkowski & McNulty Law Office: Monday through Friday between 9:00 AM and 5:00 PM
- Dunkin Donuts: Sunday through Saturday between 5:00 AM and 9:00 PM

It is assumed the times listed above reflect the current operating hours of the existing businesses on the project site. As shown in the bulleted list above, on weekdays the Dunkin Donuts would open for businesses two hours earlier and close three hours later than any of the other businesses currently on the project site, and on weekends it would open three hours earlier and close four hours later than the other businesses. However, there is nothing about these increased hours of operation that would create new significant environmental effects or a substantial increase in the severity of previously identified significant effects compared to those analyzed in the previous Mitigated Negative Declaration. The land use type would remain the same and immediately surrounding uses would remain commercial uses that would not be sensitive receptors to any time-of-day-sensitive environmental effects such as noise or light and glare. The proposed amendment would not constitute a substantial change in the project as originally proposed that would require major revisions of the previous Mitigated Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

Potential environmental effects of the proposed amendment that would differ from those of the original project are associated with the potential increase in traffic using the proposed Dunkin Donuts drive through compared to the traffic generated by the existing credit union drive through. These impacts include air quality, greenhouse gas (GHG) emissions, and traffic.

The Air Quality section of the 2001 CBC Federal Credit Union Final IS-MND determined that short term air quality impacts associated with construction of the project could be reduced to a less than significant level through implementation of standard dust suppression measures required as part of the conditions of approval for the 2001 CBC Federal Credit Union project. It also found that project operation could result in a cumulatively considerable net increase of criteria pollutants for which the project region is in nonattainment under an applicable federal or state ambient air quality standard, but this potential impact could be reduced to a less than significant level with incorporation of Mitigation Measure C-1, which required the developer to mitigate air quality emissions exceeding the City's threshold of significance of 25 pounds per day (ppd) through a contribution to the City's Transportation Demand Management (TDM) Program. The required contribution for the original project under Mitigation Measure C-1 was \$72,178.

The Air Quality and GHG Report produced by MRS Environmental in May 2022 (MRS Report) estimated operational emissions under three scenarios: existing credit union facility; proposed credit union plus Dunkin Donuts facility; and Dunkin Donuts only operations. It found that under all three scenarios operational emissions would be below the VCAPCD daily operational thresholds for reactive organic gases (ROG) and oxides of nitrogen (NO<sub>x</sub>) of 25 ppd. The proposed amendment would therefore not trigger Mitigation Measure C-1 from the Final IS-MND or require any further mitigation to reduce potential operational air quality impacts.

As stated in the MRS Report, construction activities associated with the addition of the Dunkin Donuts facility would be limited to installation of a sewer line/new water service, repair of the asphalt parking area after the sewer line installation and re-striping of the repaired parking lot area. Construction equipment would be limited to the use of a single backhoe and on-site trucking of excavated materials. Excavated material would be retained on site and re-used for fill except for the amount displaced by pipeline bedding gravel. As with the originally proposed project, standard dust suppression measures will be required.

The proposed amendment would therefore not create any new significant environmental effects or a substantial increase in the severity of previously identified significant effects related to air quality.

The 2001 CBC Federal Credit Union Final IS-MND did not have a GHG section because analysis of GHG emissions and their potential contribution to climate change impacts was not required under CEQA at the time. GHG emission estimates included in the CalEEMod output produced for the May 2022 MRS Report show that annual operational greenhouse gas emissions (measured in CO<sub>2</sub>e [carbon dioxide equivalent]) are estimated to increase from approximately 574 tons per year under the "Existing Facility" scenario to 717 tons per year under the "Existing Plus Dunkin Donuts" scenario, an increase of 143 tons per year, or 25%.

Neither the City of Oxnard nor the Ventura County Air Pollution Control District (VCAPCD) have established quantitative significance thresholds for evaluating GHG emissions in CEQA analyses. VCAPCD recommends using the California Air Pollution Control Officers Association *CEQA and Climate Change: Addressing Climate Change through California Environmental Quality Act* white paper and other resources when developing GHG evaluations (VCAPCD 2003). The *CEQA and Climate Change* paper provides a common platform of information and



tools to support local governments and was prepared as a resource, not as a guidance document. However, CEQA Guidelines section 15064.4 expressly provides that a “lead agency shall have discretion to determine, in the context of a particular project,” whether to “use a model or methodology to quantify greenhouse gas emissions resulting from a project, and which model or methodology to use.” A lead agency also has discretion under the CEQA Guidelines to “rely on a qualitative analysis or [quantitative] performance based standards.” In light of the lack of a specific GHG threshold from VCAPCD, it is appropriate to refer to guidance from other agencies when discussing GHG emissions. Thus, for the purposes of this analysis, the bright-line threshold developed by the South Coast Air Quality Management District (SCAQMD) of 3,000 MT (metric tons) of CO<sub>2</sub>e per year for development projects is used to determine the significance of GHG emissions.

The estimated annual overall operational emissions from CalEEMod of 574 tons/year for the Existing Facility scenario, the 717 tons/year for the Existing Plus Dunkin Donuts scenario, and the increase from Existing Facility to Existing Plus Dunkin Donuts of approximately 143 tons/year, would all be far below the SCAQMD threshold of 3,000 MT CO<sub>2</sub>e per year. The CalEEMod output shows that overall construction emissions from the Existing Plus Dunkin Donuts scenario would be approximately 12 tons/year, again far below the 3,000 MT CO<sub>2</sub>e per year threshold, even when combined with operational emissions. There are no construction emissions under the Existing Facility scenario because that facility is already built. For the Existing Plus Dunkin Donuts scenario, construction emissions plus operational emissions would equal 729 tons/year (717 tons/year operational plus 12 tons/year construction).

The proposed amendment would therefore not create any new significant environmental effects or a substantial increase in the severity of previously identified significant effects related to GHG emissions.

The Transportation/Traffic section of the 2001 CBC Federal Credit Union Final IS-MND estimated that the original project would generate approximately 1,770 average daily vehicle trips (ADT) but that this amount of traffic would be “insignificant given that such levels are expected in this area by the City’s 2020 General Plan.” It found that potential cumulative traffic impacts would be addressed by payment of applicable City and County traffic fees at the time of building permit issuance as required under an agreement between the City of Oxnard and the County of Ventura. This is still the case. It also found that vehicular access (including emergency access) to the project site would be adequate because the site would be accessible from both Gonzales Road and Outlet Center Drive, and ingress and egress would be designed to meet City engineering standards. It also found that the project would not conflict with any policies supporting alternative transportation; and that the project met Oxnard City Code parking standards.

CEQA Guidelines Section 15064.3, which describes specific considerations for evaluating a project’s transportation impacts under CEQA, was recently added to the State CEQA Guidelines. Section 15064.3(b) establishes vehicle miles traveled (VMT) as the most appropriate measure of transportation impacts, shifting away from the use of level of service (LOS) analysis that evaluates a project’s impacts on traffic conditions at nearby roadways and intersections. Section 15064.3(c) states that a lead agency shall be governed by the provisions of Section 15064.3 by July 1, 2020. The CalEEMod output in the May 2022 MRS Report shows an estimated annual



operational VMT of 1,221,440 for the Existing Facility scenario and 1,561,527 for the Existing Plus Dunkin Donuts scenario, an increase of 340,087 VMT, or approximately 28 percent. While the City of Oxnard has not yet established VMT-based criteria for measuring transportation impacts, the proposed amendment would involve infill development that would provide commercial services within an existing urban area. Infill development generally reduces VMT compared to greenfield development (new development on lands not previously planned for development). While the proposed amendment may lead to an approximately 28 percent increase in VMT associated with the site compared to existing conditions (according to the CalEEMod output), the infill nature of this development may reduce VMT compared to locating the proposed Dunkin Donuts in a non-infill location. The proposed amendment would therefore not create a substantial increase in VMT or conflict or be inconsistent with CEQA Guidelines section 15064.3(b).

The 2022 Dunkin Drive Thru Queue Management Plan found that vehicle queues of seven vehicles or fewer during most time periods are expected at the Dunkin Donuts drive through; the proposed 8-vehicle drive-through stacking area would accommodate these queues. It also found that if these queues extend to nine or 10 vehicles, they would block the parking field located east of the office building, requiring vehicles to navigate around the queue. Per a condition of approval, the project is required to implement and maintain a Final Drive Through Queue Management Plan to minimize any potential impacts to on-site circulation. Thus, the queues would not affect the operation of the project driveway entrance or Outlet Center Drive, or interfere with bicycle or pedestrian travel. The proposed amendment would allow a new commercial use within an existing commercial building and would not create any physical impact that would interfere with alternative transportation.

While the 2001 Final IS-MND analyzed parking as an environmental impact, parking is no longer considered an environmental impact under CEQA. The following analysis is therefore presented in the interest of comparing the impacts of the original project to those of the proposed amendment, even though they are no longer considered an environmental impact under CEQA.

As shown in Table 2 of the 2023 ATE Parking Study, using City of Oxnard Zoning Ordinance standards, the CBC Federal Credit Union Office Building with the proposed Dunkin Donuts tenant would require 151 parking spaces. As also stated in the ATE Study, the existing office building only provides 129 on-site parking spaces including 16 drive through spaces. While this indicates a shortfall of 32 parking spaces pursuant to the City's Zoning Ordinance requirements, these requirements do not account for potential shared parking due to the varying peak parking demands of the tenants within the office building (the donut shop is most active in the early morning, while the bank is most active during the afternoon hours). As shown in Table 3 of the ATE Study, using Institute of Transportation Engineers (ITE) parking demand rates, shared parking demand for the CBC Federal Credit Union Office Building (including the proposed Dunkin Donuts) would be 100 peak weekday parking spaces and 44 peak weekend spaces. Based on the on-site parking surveys conducted as part of the Parking Study, peak weekday shared parking demand would be 92 spaces and 42 peak weekend spaces. Estimated parking demand could therefore be accommodated by the existing 129 on-site parking spaces.

Therefore, the proposed amendment would not create new significant environmental effects or a substantial increase in the severity of significant effects previously identified in the 2001 Final

IS-MND.

In the second test, staff determined that circumstances surrounding the project have not substantially changed with regard to issues, facts, and mitigations included in the 2001 Final IS-MND. The project buildout has not changed from that evaluated by the Final IS-MND, nor have the environmental conditions surrounding the project site changed. The area is still commercial in nature, as analyzed in the Final IS-MND. As already explained, the proposed amendment would not change the land use type of the project site.

In the third test, staff determined that no new information of substantial importance that was not known or could not have been known at the time of the 2001 Final IS-MND adoption shows that the project will have significant effects not previously discussed, that significant effects previously examined will be substantially more severe than previously estimated, that mitigation measures previously found infeasible would now be feasible and would substantially reduce effects of the project, and/or that different mitigation measures would substantially reduce effects.

The Final IS-MND with comments and responses and record of project approval may be examined at the City of Oxnard, Planning Division, 214 South C Street, Oxnard, California 93030. Please call (805) 385-7858 to arrange a time to review the file.

#### References

South Coast Air Quality Management District (SCAQMD). 2010. "Greenhouse Gas CEQA Significance Threshold Stakeholder Working Group Meeting #15." September 28, 2010.

[http://www.aqmd.gov/docs/default-source/ceqa/handbook/greenhouse-gases-\(ghg\)-ceqa-significance-thresholds/year-2008-2009/ghg-meeting-15/ghg-meeting-15-main-presentation.pdf](http://www.aqmd.gov/docs/default-source/ceqa/handbook/greenhouse-gases-(ghg)-ceqa-significance-thresholds/year-2008-2009/ghg-meeting-15/ghg-meeting-15-main-presentation.pdf). Accessed November 2022.

Ventura County Air Pollution Control District (VCAPCD). 2003. "Ventura County Air Quality Assessment Guidelines." <http://www.vcapcd.org/pubs/Planning/VCAQGuidelines.pdf>. Accessed November 2022.

Associated Transportation Engineers (ATE). 2023. *Parking Study for the CBC Federal Credit Union Office Building – City of Oxnard, California*.

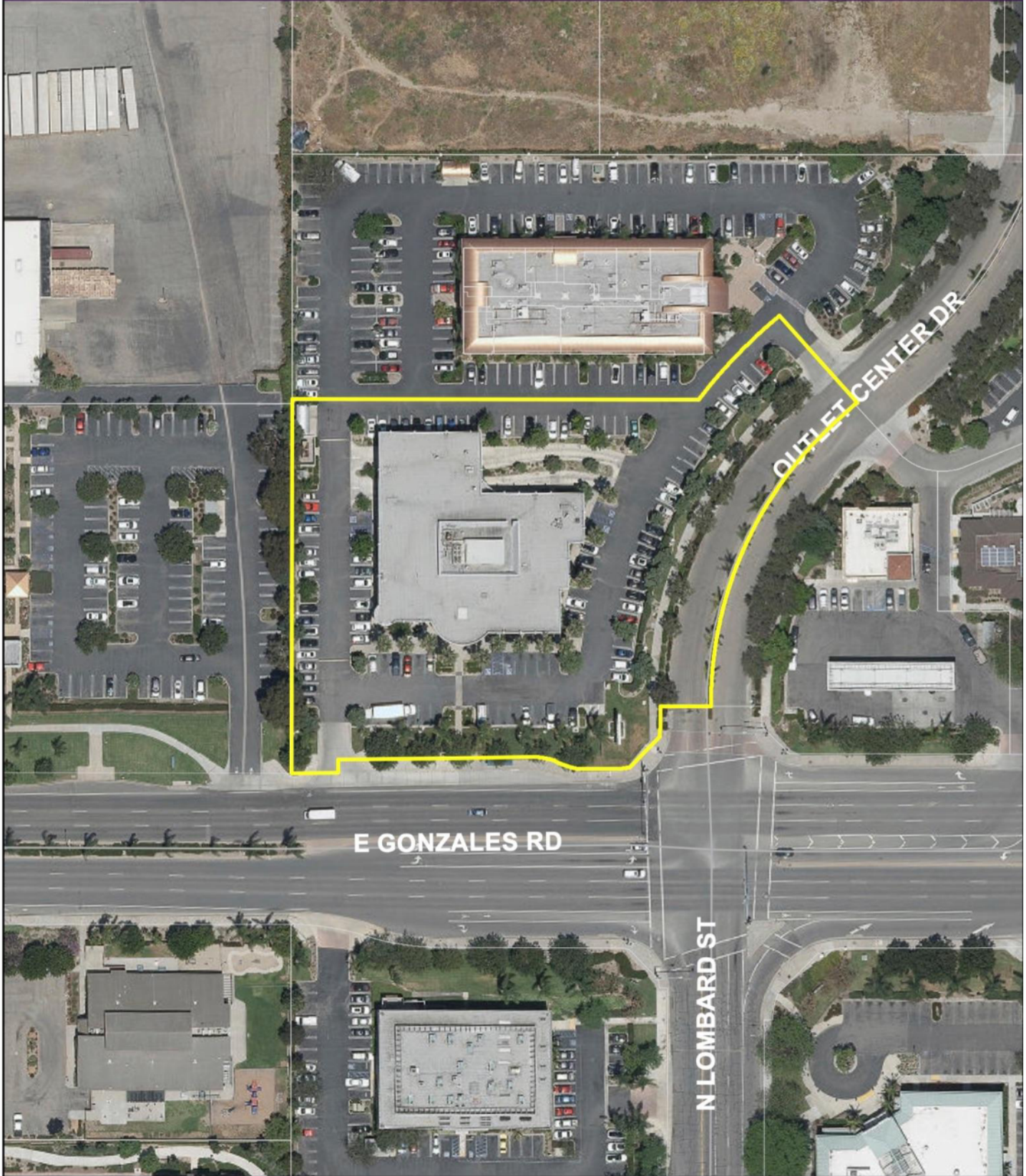
Madison Food Management, LLC. 2022. *Dunkin' Drive Thru Queue Management Plan – City of Oxnard, California*.

MRS Environmental. 2022. *CBC FCU Oxnard/Dunkin Donuts Drive Through Facility Air Quality and GHG Report*.

Date



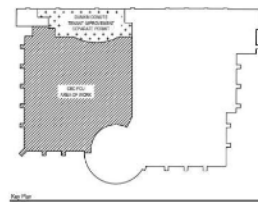
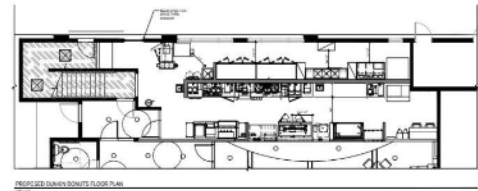
# Aerial Map



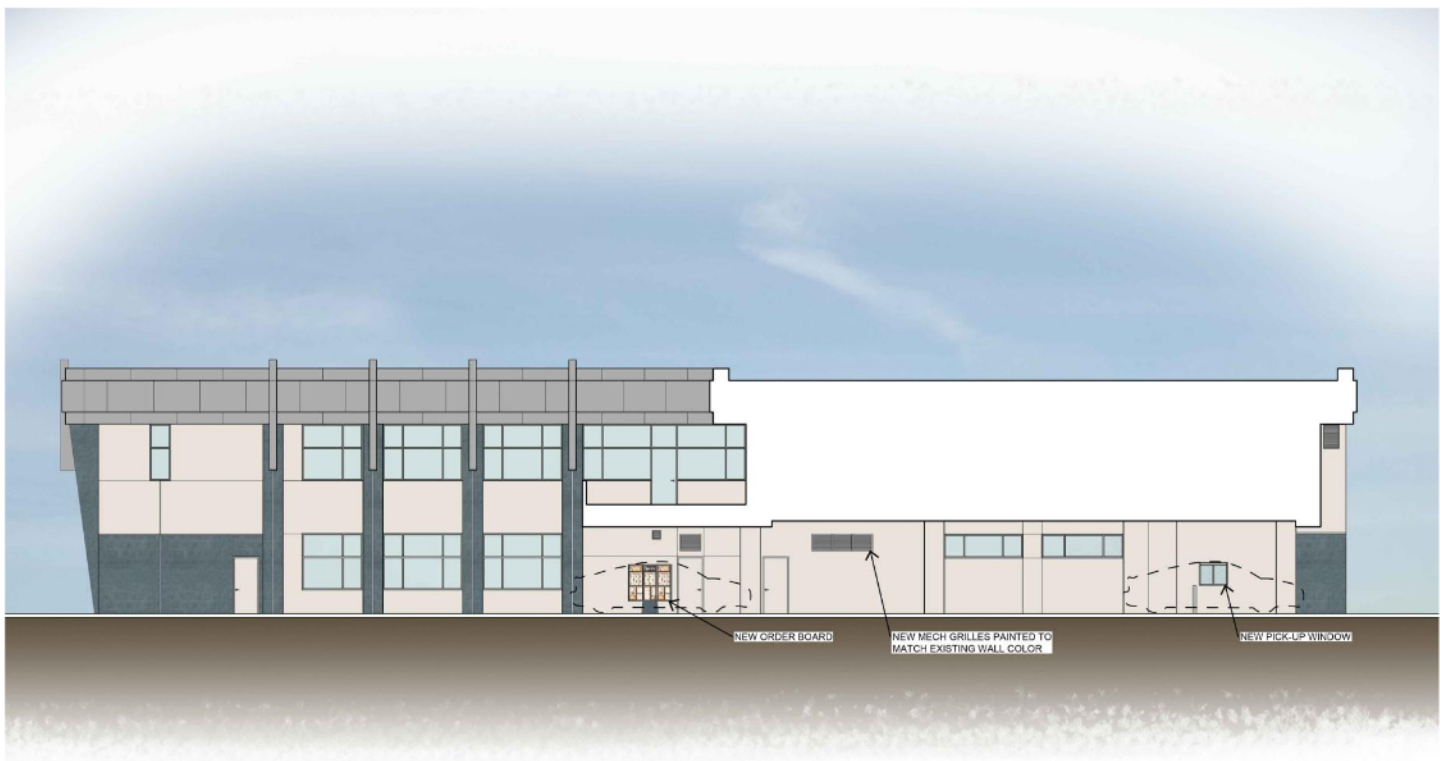


Project Site





Proposed development within existing building



Proposed changes to exterior of existing building





# ASSOCIATED TRANSPORTATION ENGINEERS

100 N. Hope Avenue, Suite 4, Santa Barbara, CA 93110 • (805)687-4418 • [main@atesb.com](mailto:main@atesb.com)

Since 1978

Richard L. Pool, P.E.  
Scott A. Schell

April 20, 2023

20087L09

Mr. Jim Bargfrede  
Momentum Inc.  
109 Bell Street, Suite "B"  
Seattle, WA 98121

## **PARKING STUDY FOR THE CBC FEDERAL CREDIT UNION OFFICE BUILDING - CITY OF OXNARD, CALIFORNIA**

Associated Transportation Engineers (ATE) has prepared the following parking study for the CBC Federal Credit Union Office Building (the "Project"), located at 2151 East Gonzales Road in the City of Oxnard.

The purpose of the parking analysis is to determine the parking demands for the office building including the addition of a Dunkin Donuts tenant in the CBC Federal Credit Union Office Building. The sufficiency of the proposed parking supply with the future tenant is evaluated based on the City of Oxnard's Zoning Ordinance requirements as well a shared parking demand analysis using empirical parking demand data and on-site parking occupancy surveys.

### **PROJECT DESCRIPTION**

The CBC Federal Credit Union Office Building is a multi-tenant office building that has approximately 30,487 square-feet of credit union, general office, and medical office space with 129 on-site parking spaces, including 16 drive-through spaces in 2-lanes. The parking supply was confirmed by an on-site parking inventory count. Adjacent to the CBC Federal Credit Union Office Building is the Palms Medical Plaza. The two office buildings have an access easement and formal shared parking agreements. The two office buildings will share 20 parking spaces (10 spaces on the CBC Federal Credit Union parcel and 10 spaces on the Palms Medical Plaza parcel). An 895 square-foot Dunkin Donuts with a drive-through is proposed as a new tenant. The Dunkin Donuts will operate 7 days a week between the hours of 5:00 AM and 9:00 PM with 8 employees 8 over two shift periods (4 employees per shift). The Dunkin Donuts would use one of the two existing drive through lanes currently used by CBC Federal Credit Union customers. Figure 1 (attached) illustrates the Project site plan.

## BUILDING AREA AND PARKING SUPPLY

Figure 2 (attached) is an aerial photograph showing the existing parking areas provided in CBC Federal Credit Union Office Building site. The building land uses, occupied areas, and parking supplies are summarized in Table 1.

**Table 1**  
**CBC Federal Credit Union Office Building**  
**Summary of Building Space and Parking**

| Total Building Space | Size                                       | Parking Supply            |
|----------------------|--------------------------------------------|---------------------------|
| Credit Union         | 5,878 SF                                   | 129 Spaces <sup>(b)</sup> |
| Corporate Office     | 16,000 SF                                  |                           |
| General Office       | 800 SF                                     |                           |
| Medical Office       | 6,390 SF                                   |                           |
| Dunkin Donuts        | <u>1,419 SF<sup>(a)</sup></u><br>30,487 SF |                           |

(a) Includes 524 square-feet of lobby space shared with the Credit Union.

(b) Includes 16 spaces in two drive-through lanes.

The data presented in Table 1 show that the CBC Federal Credit Union Office Building contains a total of 30,487 square-feet of building space with 129 on-site parking spaces, including 16 drive-through spaces in two lane. The CBC Federal Credit Union office will share 20 parking spaces with the Palms Medical Plaza (10 spaces on the CBC Federal Credit Union parcel and 10 spaces on the Palms Medical Plaza parcel).

City staff has requested that the entire 1,700 square feet of credit union lobby space be assigned to the fast food/coffee shop area per the City of Oxnard Zoning Ordinance, however realistically only a portion of the lobby should be considered “fast food/ coffee shop” and calculated at the higher parking rate for the following reasons provided by the applicant.

- Dunkin Donuts would never have sufficient customers to fill the entirety of the 1,700 square foot lobby and using the 524 square feet is more appropriate.
- Dunkin Donuts has provided customer transaction information which stated that the stores averages 3,000 customers per week:
  - 75% of them occur before 10:00 AM, 60% are drive through customers/40% are walk-in customers.

This calculates out to 429 transactions per day, with 321 (75%) before 10:00 AM, or ~64 per hour (40% walk in customers = 26 walk-in transactions per hour).

- The seating area identified as “Shared Credit Union & Dunkin Donut Lobby” (524 square feet) has seating for 24 people. Assuming only a percentage of the 26 walk-in customers per hour use the seating provided, and assuming that they stay for less than an

hour on average, there should be enough seating available for the highest rates of Dunkin Donuts walk-in customers.

Since there is no evidence that Dunkin Donuts walk-in customers would ever be so numerous as to fill the entire 1,700 square foot lobby, limiting the “Shared Credit Union & Dunkin Donut Lobby” to the 524 square feet identified on the submitted floorplan in the parking study would be the appropriate approach.

### CITY OF OXNARD ZONING ORDINANCE PARKING REQUIREMENTS

The City's Zoning Ordinance parking requirements were calculated for the various tenants of the CBC Federal Credit Union Office Building assuming 100 percent occupancy. The analysis assumes that CBC Federal Credit Union and Dunkin Donuts would occupy the first-floor space and that the remaining floors would be occupied by general office and medical office tenants. The parking space requirement for the various tenants are as follows:

- Banks - 1 space per 250 SF of gross floor area.
- Office - 1 space per 250 SF of gross floor area
- Medical Office – 1 space per 200 SF of gross floor area
- Fast Food Restaurant - 1 space per 50 SF of gross floor area. *A stacking credit in the drive through lane may count toward the required parking at a basis of one vehicle per each 23 linear feet of striped stacking not to exceed 30% of the total requirement or no more than 20 spaces.*

Table 2 presents the City Zoning Ordinance parking requirements based on these rates.

**Table 2**  
**City Zoning Ordinance Parking Requirements**

| Tenant                         | Land Use          | Size                    | Zoning Requirement | Required Parking  |
|--------------------------------|-------------------|-------------------------|--------------------|-------------------|
| CBC Federal Credit Union       | Bank/Credit Union | 5,878 SF                | 1 space/250 SF     | 24 Spaces         |
| Dunkin Donuts                  | Fast-Food         | 1,419 SF <sup>(a)</sup> | 1 space/50 SF      | 28 Spaces         |
| Office                         | General Office    | 16,800 SF               | 1 space/250 SF     | 67 Spaces         |
| Medical Office                 | Medical Office    | 6,390 SF                | 1 space/200 SF     | 32 Spaces         |
| <b>Total Parking Required:</b> |                   |                         |                    | <b>151 Spaces</b> |

(a) Includes 524 square-feet of lobby space shared with the Credit Union

As shown in Table 2, the City of Oxnard Zoning Ordinance requires 151 spaces for the CBC Federal Credit Union Office Building with the bank, general office, medical office, and Dunkin Donut uses. The Project site provides 129 on-site parking spaces, thus a modification to the City's parking requirements will be required.

## ITE PEAK PARKING DEMAND

ITE peak parking demands were calculated for the various tenants of the CBC Federal Credit Union Office Building assuming 100 percent occupancy. The parking demand analysis assumes that CBC Federal Credit Union and Dunkin Donuts would occupy the first-floor space and that the remaining floors would be occupied by general office and medical office tenants. The estimated weekday and weekend peak parking demands for the various tenants are as follows:

### Weekday Parking Demand Rates

- Bank - 3.72 vehicles per 1,000 SF of gross floor area.
- General Office Building - 2.39 vehicles per 1,000 SF of gross floor area.
- Corporate Office Building - 2.32 vehicles per 1,000 SF of gross floor area.
- Medical Office Building - 3.23 vehicles per 1,000 SF of gross floor area.
- Coffee/Donut Shop with Drive Through Window - 12.52 vehicles per 1,000 SF of gross floor area.

### Weekend Parking Demand Rates

- Bank - 3.05 vehicles per 1,000 SF of gross floor area.
- General Office Building - 0.28 vehicles per 1,000 SF of gross floor area.
- Corporate Office Building - 0.28 vehicles per 1,000 SF of gross floor area.
- Medical Office Building - 0.56 vehicles per 1,000 SF of gross floor area.
- Coffee/Donut Shop with Drive Through Window - 11.85 vehicles per 1,000 SF of gross floor area.

Tables 3 and 4 presents the weekday and weekend peak parking demands based on these rates.

**Table 3**  
**Weekday Peak Parking Demand - ITE Rates**

| Tenant                         | Land Use          | Size                    | ITE Rates             | Parking Demand    |
|--------------------------------|-------------------|-------------------------|-----------------------|-------------------|
| CBC Federal Credit Union       | Bank/Credit Union | 5,878 SF                | 3.72 spaces/1,000 SF  | 22 Spaces         |
| Dunkin Donuts                  | Fast-Food         | 1,419 SF <sup>(a)</sup> | 12.52 spaces/1,000 SF | 18 Spaces         |
| Office                         | Corporate Office  | 16,000 SF               | 2.32 spaces/1,000 SF  | 37 Spaces         |
| Office                         | General Office    | 800 SF                  | 2.39 spaces/1,000 SF  | 2 Spaces          |
| Medical Office                 | Medical Office    | 6,390 SF                | 3.23 spaces/1,000 SF  | 21 Spaces         |
| <b>Total Parking Required:</b> |                   |                         |                       | <b>100 Spaces</b> |

(a) Includes 524 square-feet of lobby space shared with the Credit Union

As shown in Table 3, the peak parking demand is 100 spaces for the CBC Federal Credit Union Office Building with the bank, general office, medical office, and Dunkin Donut uses. The on-site parking supply of 129 parking spaces would accommodate the weekday peak demand and provide a parking surplus of 29 spaces.

**Table 4**  
**Weekend Peak Parking Demand - ITE Rates**

| Tenant                         | Land Use          | Size                    | ITE Rates             | Parking Demand   |
|--------------------------------|-------------------|-------------------------|-----------------------|------------------|
| CBC Federal Credit Union       | Bank/Credit Union | 5,878 SF                | 3.05 spaces/1,000 SF  | 18 Spaces        |
| Dunkin Donuts                  | Fast-Food         | 1,419 SF <sup>(a)</sup> | 11.85 spaces/1,000 SF | 17 Spaces        |
| Office                         | Corporate Office  | 16,000 SF               | 0.28 spaces/1,000 SF  | 4 Spaces         |
| Office                         | General Office    | 800 SF                  | 0.28 spaces/1,000 SF  | 1 Spaces         |
| Medical Office                 | Medical Office    | 6,390 SF                | 0.56 spaces/1,000 SF  | 4 Spaces         |
| <b>Total Parking Required:</b> |                   |                         |                       | <b>44 Spaces</b> |

(a) Includes 524 square-feet of lobby space shared with the Credit Union

As shown in Table 4, the peak parking demand is 44 spaces for the CBC Federal Credit Union Office Building with the bank, general office, medical office, and Dunkin Donut uses. The on-site parking supply of 129 parking spaces would accommodate the weekend peak demand and provide a parking surplus of 85 spaces.

It should be noted that the peak parking demand inaccurately assumes that all the tenants peak parking demand occurs at the same time which is unlikely to occur. The following shared parking demand analysis addresses the varying hourly peak parking demands of the tenants within the office building (donut shop is most active in the early morning, the office space is most active in the mid-morning and the drive-in bank would be busiest in the afternoon hours).

#### **SHARED PARKING DEMAND ESTIMATES - ITE RATES**

It is noted that the City's Zoning Ordinance parking requirement for the CBC Federal Credit Union Office Building does not account for the "shared parking" due to the varying peak parking demands of the tenants within the office building (donut shop is most active in the early morning, the office space is most active in the mid-morning and the drive-in bank would be busiest in the afternoon hours). The CBC Federal Credit Union branch will be open Monday through Friday between the hours of 9:30 AM and 6:00 PM and Saturday between the hours of 10:00 AM and 1:00 PM. The CBC Federal Credit Union corporate office will be open Monday through Friday between the hours of 8:30 AM and 6:00 PM. The Grossman Imaging Center medial office will be open Monday through Friday between the hours of 7:00 AM and 8:30 PM and Saturday between the hours of 8:00 AM and 5:00 PM. The Wojkowski & McNulty Law Office will be open Monday through Friday between the hours of 9:00 AM and 5:00 PM. Dunkin Donuts will be open Sunday through Saturday between the hours of 5:00 AM and 9:00 PM.

Shared parking demand estimates were therefore developed for the Project based on empirical parking demand rates and hourly parking demands presented in the Institute of Transportation Engineers (ITE), Parking Generation, 5<sup>th</sup> Edition. The following weekday and weekend parking demand rates were used for the analysis.



Weekday Parking Demand Rates

- Bank - 3.72 vehicles per 1,000 SF of gross floor area.
- General Office Building - 2.39 vehicles per 1,000 SF of gross floor area.
- Corporate Office Building - 2.32 vehicles per 1,000 SF of gross floor area.
- Medical Office Building - 3.23 vehicles per 1,000 SF of gross floor area.
- Coffee/Donut Shop with Drive Through Window - 12.52 vehicles per 1,000 SF of gross floor area.

Weekend Parking Demand Rates

- Bank - 3.05 vehicles per 1,000 SF of gross floor area.
- General Office Building - 0.28 vehicles per 1,000 SF of gross floor area.
- Corporate Office Building - 0.28 vehicles per 1,000 SF of gross floor area.
- Medical Office Building - 0.56 vehicles per 1,000 SF of gross floor area.
- Coffee/Donut Shop with Drive Through Window - 11.85 vehicles per 1,000 SF of gross floor area.

The shared parking analysis was completed assuming 100 percent occupancy of the office buildings and the Dunkin Donuts. The weekday and weekend shared parking demand estimates for the office building with the future Dunkin Donuts tenant are shown in Tables 5 and 6. Worksheets showing the weekday and weekend hourly parking demand calculations for the individual tenants within the office building are attached for reference.

**Table 5**  
**CBC Federal Credit Union Office Building Estimated Weekday Shared Parking Demands**

| Time of Day | Shared Parking Demand | Parking Provided | Reserve Parking |
|-------------|-----------------------|------------------|-----------------|
| 5:00 AM     | 4 Spaces              | 129 Spaces       | 121 Spaces      |
| 6:00 AM     | 9 Spaces              | 129 Spaces       | 120 Spaces      |
| 7:00 AM     | 24 Spaces             | 129 Spaces       | 105 Spaces      |
| 8:00 AM     | 56 Spaces             | 129 Spaces       | 73 Spaces       |
| 9:00 AM     | 84 Spaces             | 129 Spaces       | 45 Spaces       |
| 10:00 AM    | 90 Spaces             | 129 Spaces       | 39 Spaces       |
| 11:00 AM    | 93 Spaces             | 129 Spaces       | 36 Spaces       |
| 12:00 PM    | 75 Spaces             | 129 Spaces       | 54 Spaces       |
| 1:00 PM     | 79 Spaces             | 129 Spaces       | 50 Spaces       |
| 2:00 PM     | 81 Spaces             | 129 Spaces       | 48 Spaces       |
| 3:00 PM     | 83 Spaces             | 129 Spaces       | 46 Spaces       |
| 4:00 PM     | 78 Spaces             | 129 Spaces       | 51 Spaces       |
| 5:00 PM     | 59 Spaces             | 129 Spaces       | 70 Spaces       |
| 6:00 PM     | 30 Spaces             | 129 Spaces       | 99 Spaces       |
| 7:00 PM     | 19 Spaces             | 129 Spaces       | 110 Spaces      |
| 8:00 PM     | 17 Spaces             | 129 Spaces       | 112 Spaces      |
| 9:00 PM     | 17 Spaces             | 129 Spaces       | 112 Spaces      |

The data presented in Table 5 show that a shared peak parking demand of 93 parking spaces is forecast for the office building uses between the hours of 11:00 AM - 12:00 Noon. The on-site parking supply of 129 parking spaces would accommodate the peak demand and provide a parking surplus of 36 spaces.

**Table 6**  
**CBC Federal Credit Union Office Building Estimated Weekend Shared Parking Demands**

| <b>Time of Day</b> | <b>Shared Parking Demand</b> | <b>Parking Provided</b> | <b>Reserve Parking</b> |
|--------------------|------------------------------|-------------------------|------------------------|
| 5:00 AM            | 4 Spaces                     | 129 Spaces              | 125 Spaces             |
| 6:00 AM            | 9 Spaces                     | 129 Spaces              | 120 Spaces             |
| 7:00 AM            | 13 Spaces                    | 129 Spaces              | 116 Spaces             |
| 8:00 AM            | 26 Spaces                    | 129 Spaces              | 103 Spaces             |
| 9:00 AM            | 33 Spaces                    | 129 Spaces              | 96 Spaces              |
| 10:00 AM           | 35 Spaces                    | 129 Spaces              | 94 Spaces              |
| <b>11:00 AM</b>    | <b>40 Spaces</b>             | <b>129 Spaces</b>       | <b>89 Spaces</b>       |
| 12:00 PM           | 29 Spaces                    | 129 Spaces              | 100 Spaces             |
| 1:00 PM            | 31 Spaces                    | 129 Spaces              | 98 Spaces              |
| 2:00 PM            | 32 Spaces                    | 129 Spaces              | 97 Spaces              |
| 3:00 PM            | 33 Spaces                    | 129 Spaces              | 96 Spaces              |
| 4:00 PM            | 30 Spaces                    | 129 Spaces              | 99 Spaces              |
| 5:00 PM            | 28 Spaces                    | 129 Spaces              | 101 Spaces             |
| 6:00 PM            | 13 Spaces                    | 129 Spaces              | 116 Spaces             |
| 7:00 PM            | 8 Spaces                     | 129 Spaces              | 121 Spaces             |
| 8:00 PM            | 6 Spaces                     | 129 Spaces              | 123 Spaces             |
| 9:00 PM            | 6 Spaces                     | 129 Spaces              | 123 Spaces             |

The data presented in Table 6 show that a shared weekend peak parking demand of 40 parking spaces is forecast for the office building tenants between the hours of 11:00 AM - 12:00 Noon. The on-site parking supply of 129 parking spaces would accommodate the peak demand and provide a parking surplus of 89 spaces.

The shared parking analysis assumed no internal interaction between the tenants of the CBC Federal Credit Union Office Building and the adjacent Palms Medical Plaza office building, which is a worst-case analysis.

## SHARED PARKING DEMAND ESTIMATES - ON-SITE PARKING SURVEYS

Shared parking demand estimates were also developed for the Project based on the existing hourly parking demand surveys conducted at the site and hourly parking demand rates presented in the Institute of Transportation Engineers (ITE), Parking Generation, 5<sup>th</sup> Edition for the Dunkin Donuts. ATE collected parking demand data for the CBC Federal Credit Union building on a weekday and a Saturday between the hours of 5:00 AM to 9:00 PM (Survey data attached for reference). The shared parking analysis was completed assuming 100 percent occupancy of the office building space including the Dunkin Donuts. The weekday and weekend shared parking demand estimates for the office building with the future Dunkin Donuts tenant are shown in Tables 7 and 8.

**Table 7**  
**CBC Federal Credit Union Office Building Estimated Weekday Shared Parking Demands**

| Time of Day | Parking Demand |              |           | Parking    |            |
|-------------|----------------|--------------|-----------|------------|------------|
|             | Existing       | Dunkin Donut | Shared    | Provided   | Reserve    |
| 5:00 AM     | 2 Spaces       | 4 Spaces     | 6 Spaces  | 129 Spaces | 123 Spaces |
| 6:00 AM     | 2 Spaces       | 9 Spaces     | 11 Spaces | 129 Spaces | 118 Spaces |
| 7:00 AM     | 11 Spaces      | 12 Spaces    | 23 Spaces | 129 Spaces | 106 Spaces |
| 8:00 AM     | 35 Spaces      | 18 Spaces    | 53 Spaces | 129 Spaces | 76 Spaces  |
| 9:00 AM     | 57 Spaces      | 14 Spaces    | 71 Spaces | 129 Spaces | 58 Spaces  |
| 10:00 AM    | 80 Spaces      | 12 Spaces    | 92 Spaces | 129 Spaces | 37 Spaces  |
| 11:00 AM    | 76 Spaces      | 16 Spaces    | 92 Spaces | 129 Spaces | 37 Spaces  |
| 12:00 PM    | 82 Spaces      | 8 Spaces     | 90 Spaces | 129 Spaces | 39 Spaces  |
| 1:00 PM     | 79 Spaces      | 8 Spaces     | 87 Spaces | 129 Spaces | 42 Spaces  |
| 2:00 PM     | 79 Spaces      | 4 Spaces     | 83 Spaces | 129 Spaces | 46 Spaces  |
| 3:00 PM     | 72 Spaces      | 6 Spaces     | 78 Spaces | 129 Spaces | 51 Spaces  |
| 4:00 PM     | 73 Spaces      | 6 Spaces     | 79 Spaces | 129 Spaces | 50 Spaces  |
| 5:00 PM     | 38 Spaces      | 10 Spaces    | 48 Spaces | 129 Spaces | 81 Spaces  |
| 6:00 PM     | 21 Spaces      | 4 Spaces     | 25 Spaces | 129 Spaces | 104 Spaces |
| 7:00 PM     | 9 Spaces       | 6 Spaces     | 15 Spaces | 129 Spaces | 114 Spaces |
| 8:00 PM     | 5 Spaces       | 6 Spaces     | 11 Spaces | 129 Spaces | 118 Spaces |
| 9:00 PM     | 3 Spaces       | 6 Spaces     | 9 Spaces  | 129 Spaces | 120 Spaces |

The data presented in Table 7 show that a shared peak parking demand of 92 parking spaces is forecast for the office building tenants between the hours of 10:00 AM - 11:00 AM and 11:00 Noon - 1:00 PM. The on-site parking supply of 129 parking spaces would accommodate the peak demand and provide a parking surplus of 37 spaces.

**Table 8**  
**CBC Federal Credit Union Office Building Estimated Weekend Shared Parking Demands**

| Time of Day | Parking Demand |               |           | Parking    |            |
|-------------|----------------|---------------|-----------|------------|------------|
|             | Existing       | Dunkin Donuts | Shared    | Provided   | Reserve    |
| 5:00 AM     | 2 Spaces       | 4 Spaces      | 6 Spaces  | 129 Spaces | 123 Spaces |
| 6:00 AM     | 2 Spaces       | 9 Spaces      | 11 Spaces | 129 Spaces | 118 Spaces |
| 7:00 AM     | 5 Spaces       | 11 Spaces     | 16 Spaces | 129 Spaces | 113 Spaces |
| 8:00 AM     | 7 Spaces       | 17 Spaces     | 24 Spaces | 129 Spaces | 105 Spaces |
| 9:00 AM     | 9 Spaces       | 13 Spaces     | 22 Spaces | 129 Spaces | 107 Spaces |
| 10:00 AM    | 28 Spaces      | 11 Spaces     | 39 Spaces | 129 Spaces | 90 Spaces  |
| 11:00 AM    | 27 Spaces      | 15 Spaces     | 42 Spaces | 129 Spaces | 87 Spaces  |
| 12:00 PM    | 26 Spaces      | 7 Spaces      | 33 Spaces | 129 Spaces | 96 Spaces  |
| 1:00 PM     | 24 Spaces      | 7 Spaces      | 31 Spaces | 129 Spaces | 98 Spaces  |
| 2:00 PM     | 7 Spaces       | 6 Spaces      | 13 Spaces | 129 Spaces | 116 Spaces |
| 3:00 PM     | 6 Spaces       | 6 Spaces      | 12 Spaces | 129 Spaces | 117 Spaces |
| 4:00 PM     | 7 Spaces       | 6 Spaces      | 14 Spaces | 129 Spaces | 115 Spaces |
| 5:00 PM     | 4 Spaces       | 10 Spaces     | 14 Spaces | 129 Spaces | 115 Spaces |
| 6:00 PM     | 2 Spaces       | 6 Spaces      | 8 Spaces  | 129 Spaces | 121 Spaces |
| 7:00 PM     | 2 Spaces       | 6 Spaces      | 8 Spaces  | 129 Spaces | 121 Spaces |
| 8:00 PM     | 2 Spaces       | 6 Spaces      | 8 Spaces  | 129 Spaces | 121 Spaces |
| 9:00 PM     | 2 Spaces       | 6 Spaces      | 8 Spaces  | 129 Spaces | 121 Spaces |

The data presented in Table 8 show that a shared weekend peak parking demand of 42 parking spaces is forecast for the office building tenants between the hours of 11:00 AM - 12:00 Noon. The on-site parking supply of 129 parking spaces would accommodate the peak demand and provide a parking surplus of 87 spaces.

The shared parking analysis assumed no internal interaction between the tenants of the CBC Federal Credit Union Office Building and the adjacent Palms Medical Plaza office building, which is a worst-case analysis.

## **DRIVE THROUGH QUEUE AND ON-SITE CIRCULATION**

As illustrated on the Project site plan (see Figure 1) the drive-through lane for the Dunkin Donuts provides storage for 8 vehicles. Queue studies conducted by Linscott, Law, and Greenspan (LLG) at three other Dunkin Donuts locations in Downey, CA, Laguna Hills, CA and Whittier, CA determined that the maximum queues ranged from 5 to 7 vehicles which occurred in the weekday morning hours. Based on the LLG queue studies, the maximum queue would be 7 vehicles or less during most time periods and the 8-vehicle stacking area proposed at the Project would accommodate the queues.

Based on ATE's experience with a popular national coffee shop (Starbucks), the typical average maximum queue is 10 to 12 vehicles which is more than the 8-vehicle queue proposed for the Dunkin Donuts drive through. A queue of 9 or 10 vehicles on the Project site would extend into parking field located east of the office building. Other vehicles would be required to

navigate around the standing vehicle to proceed through the drive aisle or enter the bank drive through lane. There are other pathways for drivers to utilize while circulating on-site. The queues would not affect the operation of the Project driveway entrance or Outlet Center Drive. However, to address potential on-site drive through vehicle queuing issues, the operator of the proposed Dunkin Donuts has prepared a "Drive Thru-Queue Management Plan" (attached). The "Drive Thru-Queue Management Plan" will provide passive and active strategies to address drive through vehicle queues that effect on-site circulation if they occur. Passive strategies include signing and striping. Active strategies include the use of handheld mobile devices by Dunkin Donuts staff to take customer orders. The implementation of mobile ordering by Dunkin Donuts customers. Dunkin Donuts management will also study trends and staffing to effectively manage the drive through vehicle queues.

## SUMMARY

The City of Oxnard Zoning Ordinance requires 151 spaces for the CBC Federal Credit Union Office Building with the proposed Dunkin Donuts tenant. The CBC Federal Credit Union Office Building provides 129 on-site parking spaces including 16 drive through spaces. Adjacent to the CBC Federal Credit Union Office Building is the Palms Medical Plaza. The two office buildings have an access easement and formal shared parking agreements. The two office buildings will share 20 parking spaces (10 spaces on the CBC Federal Credit Union parcel and 10 spaces on the Palms Medical Plaza parcel).

The Zoning Ordinance requirement does not account for the shared parking due to the varying peak parking demands of the tenants within the CBC Federal Credit Union Office Building (the donut shop is most active in the early morning, while the bank is most active during the afternoon hours). The peak weekday shared parking demand forecast for the CBC Federal Credit Union Office Building based on the ITE rates is 93 parking spaces. The on-site parking supply of 129 on-site parking spaces would meet the shared weekday parking demand and provide a reserve parking supply of 36 spaces. The peak weekend shared parking demand forecast for the CBC Federal Credit Union Office Building based on the ITE rates is 40 parking spaces. The on-site parking supply of 129 on-site parking spaces would meet the shared weekend parking demand. And provide a reserve parking supply of 89 spaces.

The peak weekday shared parking demand forecast for the CBC Federal Credit Union Office Building based on the on-site parking surveys is 92 parking spaces. The on-site parking supply of 129 on-site parking spaces would meet the shared weekday parking demand and provide reserve parking supply of 37 spaces. The peak weekend shared parking demand forecast for the CBC Federal Credit Union Office Building based on the on-site surveys is 27 parking spaces. The on-site parking supply of 129 on-site parking spaces would meet the shared weekend parking demand. And provide a reserve parking supply of 87 spaces.

Based on LLG queue studies at similar Dunking Donuts in Southern California, queues of 7 vehicles or less during most time periods are expected. The 8-vehicle drive-through stacking area proposed would accommodate the Dunkin Donuts queues. If the vehicle queues extend to 9 or 10 vehicles, they would block the parking field located east of the office building requiring vehicles to navigate around the queue. There are other pathways for drivers to utilize while circulating on-site. The queues would not affect the operation of the Project driveway entrance or Outlet Center Drive. To address potential on-site drive through vehicle queuing issues, the



operator of the proposed Dunkin Donuts has prepared a "Drive Thru-Queue Management Plan". The plan will provide passive and active strategies to address drive through vehicle queues that effect on-site circulation if they occur.

Associated Transportation Engineers



By: Scott A. Schell  
Principal Transportation Planner

SAS/DFN

attachments: Figure 1 - Project Site Plan  
Figure 2 - Aerial Photo  
Shared Weekday Parking Spreadsheet  
Shared Weekend Parking Spreadsheet  
Weekday Parking Survey Data  
Saturday Parking Survey Data  
Dunkin Donuts Drive Thru Queue Management Plan

2151 East Gonzales Road Oxnard, CA 93036  
**Dunkin' Drive Thru Queue Management Plan**



**DUNKIN'**

***Aharon Aminpour, Proprietor***

***Madison Food Management, LLC***

6404 Wilshire Blvd. #840

(323) 655-4444 // [aharon@mfmd.com](mailto:aharon@mfmd.com)

**October 8, 2022**

**2151 East Gonzales Road Oxnard, CA**  
**Dunkin' Drive Thru Queue Management Plan**

**Table of Contents**

|                                                                                        |   |
|----------------------------------------------------------------------------------------|---|
| I. EXECUTIVE SUMMARY .....                                                             | 3 |
| II. BACKGROUND .....                                                                   | 4 |
| A. Project Description .....                                                           | 4 |
| B. Purpose of the Plan .....                                                           | 4 |
| C. Issue .....                                                                         | 4 |
| III. ACTION PLAN .....                                                                 | 5 |
| A. Operations.....                                                                     | 5 |
| A.1. Employees Deployed to Monitor/Direct Traffic/Take Orders on Handheld devices..... | 5 |
| A.2. Store Management Actions .....                                                    | 5 |
| B. Sign & Striping Measures to Communicate with Customers .....                        | 6 |
| B.1. Striping to warn patrons not to block driveway and drive aisle .....              | 6 |

## I. EXECUTIVE SUMMARY

This plan sets out a strategy for Dunkin' operations to ensure that the drive thru lane at the proposed Dunkin' shop ("the Project") located at 5821 2151 East Gonzales Road in Oxnard, CA will not block the parking drive aisle along the East side of the project due to occasions when the drive thru lane queue exceeds its 8 vehicle capacity.

By implementing a combination of striping and operational staff action, Dunkin' will ensure that the drive thru will not interfere with drive aisle traffic.



Figure 1 – Stacking Plan

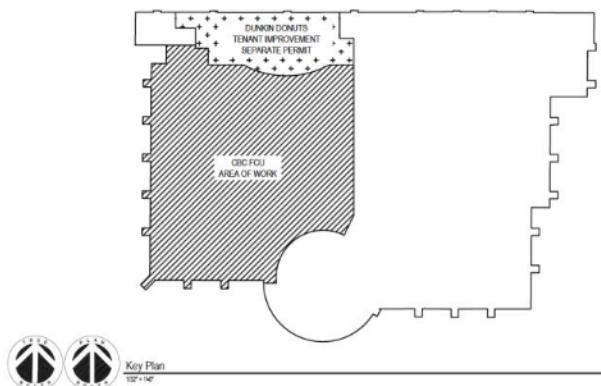


Figure 2 – Key Plan

## **II. BACKGROUND**

### **A. Project Description**

The existing site is located at 2151 East Gonzales Road in Oxnard, CA. The Project proposes renovation of an existing CBC Federal Credit Union branch to include a portion of area approximately 895 square feet in size dedicated to a Dunkin' food and coffee shop with a drive thru. The Project is estimated to be in operation in 2023. Figure 1 shows the building site and Project stacking plan and Figure 2 shows the location of Dunkin' within the existing office building footprint.

Vehicular access to the project will primarily be provided via an existing driveway from East Gonzales Road with additional access via Outlet Center Drive. Access from Gonzales Road is right-in/right out only while access from Outlet Center Drive is provided to traffic traveling in either direction. Neither driveway is at risk of ever being blocked by drive thru traffic due to their substantial distance from the drive thru stacking area (see Figure 3) If the drive thru stacking were to ever exceed 8 vehicles it could interfere with traffic in the parking lot drive aisle located to the East of the office building, however this would not delay other drivers as they would be able to navigate to other pathways provided for circulating on site.

### **B. Purpose of the Plan**

The purpose of the drive thru management plan is to provide the store operations a procedure to ensure that the drive thru queue will not back into the parking lot drive aisle located on the East side of the existing office building (see Figure 3).

### **C. Issue**

Dunkin' peak demand in the drive thru lane occurs during the morning commute between 7:00 A.M and 9:00 A.M. The drive thru lane is designed to accommodate 8 vehicles stacking based on information provided in the Associated Transportation Engineers Parking Study dated April 29, 2022. Should, at any time, the length of the stacking lane exceeds 8 vehicles, this plan will be triggered by Dunkin' operations staff.



### **III. ACTION PLAN**

#### **A. Operations**

##### **A.1. Employees Deployed to Monitor/Direct Traffic/Take Orders on Handheld devices**

Should the drive thru lane reach 8 cars queue, 1 store employee with an orange construction vest and communication device is deployed to the area to monitor, direct and take orders.

Action A. The employee will take orders via a handheld mobile device from cars 2 through 5 in the order queue to increase the flow of the drive thru lane. Taking orders at the car will remove the stop at the order board, speeding up the overall queue.

Action B. If the queue should extend past the 8 car queue within the drive thru lane, signage will direct patrons to use mobile order on their phone, park and pick up their order in the store. Employees will monitor these vehicles extending past the 8 car queue to ensure they are using the mobile order app and proceeding to the "Mobile Order Park and Pick-Up" designated parking. Site signage will direct these vehicles to the dedicated "park and pick-up" parking stalls. These parking stalls will be identified as such and indicate that they are for short term parking only.

Note: Per Dunkin' Franchisee/Corporate documentation, The Dunkin' Mobile app is used for approximately 20% of all transactions. Of those transactions, 100% of patrons "Park and Pick Up". There is currently no option to use the Mobile App and pickup via the Drive Thru.

##### **A.2. Store Management Actions**

Action C. Managers will study store's trends and staff accordingly.

Action D. Operations will implement additional staff training to encourage mobile ordering



Figure 3 – Vicinity Plan and Driveway Locations

## B. Striping and Signage Measures to Communicate with Customers

### B.1. Striping to warn patrons not to block drive aisle.

Striping will be implemented to advise customers not to block the drive aisle.

### B.2. Site Signage to direct patrons to use Mobile App.

Signage will be installed to direct customers to use Dunkin' Mobile App.

Signage will be installed to direct customers where to find "Park and Pick Up" parking.

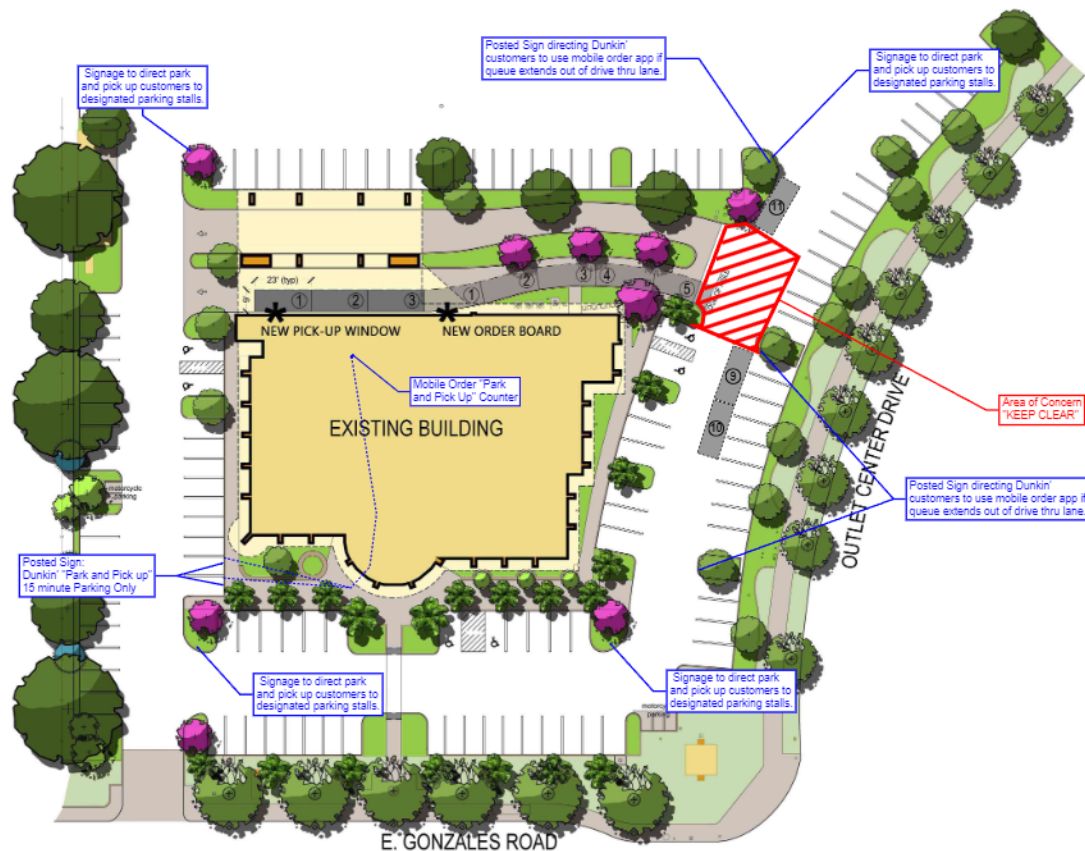


Figure 3 – Area of Concern and Striping

***Respectfully submitted:***

**Aharon Aminpour, Proprietor**

**Madison Food Management, LLC**

6404 Wilshire Blvd. #840

(323) 655-4444 // aharon@mfmdd.com



## RESOLUTION NO. 2023 - XX

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 22-550-01 (MAJOR MODIFICATION TO SPECIAL USE PERMIT) TO ALLOW FOR THE RENOVATION AND TENANT IMPROVEMENT OF AN EXISTING 30,467 SQUARE FOOT MULTI-TENANT OFFICE BUILDING AND THE CONVERSION OF A 1,419 SQUARE-FOOT DONUT/COFFEE SHOP AND THE CONVERSION OF AN EXISTING DRIVE-THROUGH WITH 8-VEHICLE CAPACITY ON A 2.45 ACRE LOT AND RELATED IMPROVEMENTS INCLUDING A MODIFICATION IN THE REDUCTION ON THE NUMBER OF ON-SITE REQUIRED PARKING SPACES FROM 151 TO 129 AND CERTIFYING ADDENDUM NO. 1 TO MITIGATED NEGATIVE DECLARATION NO. 01-09, LOCATED AT 2151 EAST GONZALES ROAD (APN: 213-0-090-115) SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY DANIEL BEDNAR, VP OF DEVELOPMENT OF CBC FEDERAL CREDIT UNION, 2151 E. GONZALES ROAD, OXNARD, CALIFORNIA 93036, (PROPERTY OWNER).

WHEREAS, on February 17, 2022, Daniel Bednar (“**Property Owner**”) submitted a request to approve Planning and Zoning Permit No. 22-550-01 (Major Modification to Special Use Permit) to permit the renovation and tenant improvement of an existing 30,467 square-foot CBC Credit Union multi-tenant office building. The proposed project includes the construction and conversion of 1,419 square feet of existing ground floor tenant space into a donut/coffee shop (Dunkin Donuts) and the conversion of one existing drive-thru lane with 8-vehicle capacity (stacking for 3 vehicles between the order board and pick-up window and stacking for 5 vehicles behind the order board). In accordance with Section 16-651(B)(4) of the Oxnard City Code (OCC), one modification is being requested: a) a reduction on the number of on-site required parking spaces from 151 to 129, located at 2151 East Gonzales Road (APNs: 213-0-090-115) (the “**Project**”); and

WHEREAS, on July 6, 2023, the Planning Commission of the City of Oxnard (“**Planning Commission**”) conducted a duly noticed public hearing, and received and reviewed all written and oral evidence related to the proposed Project, in accordance with Sections 16-536, 16-561 and 16-651 of the Oxnard City Code (OCC); and

WHEREAS, Sections 16-536, 16-561 and 16-651 of the OCC authorize the Planning Commission to approve a Special Use Permit; and

WHEREAS, the Planning Commission finds, after due study, deliberation and public hearing, that the project meets the criteria set out in Sections 16-536 and 16-651 of the OCC; and

WHEREAS, the Project has been reviewed by the Development Advisory Committee (DAC) and the DAC has prepared conditions of approval that are incorporated within the recommended permits; and

WHEREAS, the Planning Commission finds that the Project conforms to the City of Oxnard 2030 General Plan elements thereof and the Oxnard City Code for the reasons

set forth in the Planning Commission Staff Report; and

WHEREAS, Addendum No. 1 to the approved Mitigated Negative Declaration (MND) No. 01-09 has been prepared to evaluate potential environmental impacts of the proposed Project. The Addendum to the Final MND was prepared pursuant to the requirements of the California Environmental Quality Act (CEQA, Public resources Code § 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines. The City of Oxnard is the Lead Agency. The Addendum is appropriate pursuant to CEQA Guidelines § 15164 since only minor changes and additions to the MND are necessary to address the Project changes and no circumstances exist calling for the preparation of a subsequent negative declaration pursuant to CEQA Guidelines § 15162 and 15163.

WHEREAS, the addendum provides a comparison of the current proposal and the approved project that was studied in the 2001 MND and focuses on new environmental effects, specifically Greenhouse Gas Emissions, which have been added to the CEQA Guidelines since the 2001 MND was adopted.

WHEREAS, the Planning Commission has held a public hearing at which it received and considered oral and written testimony on the Addendum to the previously adopted Mitigated Negative Declaration No. 01-09 (MND) for the proposed project, the Addendum and MND documents are incorporated by reference in this resolution; and

WHEREAS, the Planning Commission has held a duly noticed public hearing and received and reviewed written and oral comments related to the Project; and

WHEREAS, the Planning Commission finds after due study and deliberation that the applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this Resolution as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit or live in this development in particular.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF OXNARD:

SECTION 1. Based on the entire record before the Planning Commission and all written and oral evidence presented, including the Special Use Permit Staff Report and all attachments thereto, the Planning Commission finds:

**1. The proposed use is in conformance with the General Plan and other adopted policies of the City of Oxnard.**

As described in the Staff Report, a portion of the existing ground floor credit union and multi-tenant office building (2151 East Gonzales Road) would be converted to allow for the construction of a donut/coffee shop with a drive-through. The Project has a zoning designation of Business Research Park (BRP) which is consistent with the 2030 General Plan land use designation of Business Research Park. As discussed



in detail in the Planning Commission Staff Report Sections 6) b, c, d, and e, the Project, as designed and conditioned, meets all applicable development standards. Therefore, the proposed project is in compliance with the 2030 General Plan and other adopted policies of the City of Oxnard and meets this Finding.

- 2. The nature, condition and development of adjacent uses, buildings and structures shall be considered, and no proposed modification to a Special Use Permit shall be granted if the approval body finds such use will adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare.**

As described in the Staff Report, pursuant to the 2030 General Plan land use designation “Business Research Park” and the “Business Research Park” zoning district, the proposed use of the project site as a drive-through donut/coffee shop, is an allowed use, subject to a Modification to the existing Special Use Permit. The surrounding uses are characterized by commercial uses, which are predominantly medical offices and facilities, and a self-service station and convenience store. Construction activities, anticipated uses, and development design will be subject to standard construction requirements of the Building, Fire, and Traffic Codes. Therefore, the proposed use and improvements, as conditioned, will not adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare.

- 3. The site that is subject to the Special Use Permit shall be adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping, and items which may be required by Section 16-532 (Conditions).**

As described in the Staff Report, the project as designed and conditioned meets the development standards of the Business Research Park (BRP) zone as described above in Finding Section 1(1). The project consists of mostly interior tenant improvements and conversion of existing floor area with no expansion to the existing building and physical change to the exterior. While there is shared access with the property to the north at 1901 Outlet Center Drive, there is no formal shared parking agreement and reduction in the required on-site parking is being requested. As detailed in the Staff report and attached parking study, the provided parking and drive-thru queuing is sufficient for the proposed donut/coffee shop, and thus the site is sufficient to accommodate the required parking. As such, the subject site is adequate in terms of size and as developed the development meets or exceeds City’s design standards.

- 4. The site that is subject to the Special Use Permit shall be served by highways adequate in width and improved as necessary to carry the kind and quantity of traffic such use will generate.**

As described in the Staff Report, the existing development on the project site includes a multi-tenant commercial office building. The project site includes two existing driveways for access from Gonzales Road and Outlet Center Drive that will be used for the proposed project. The existing driveway access would provide adequate access to the site and would allow for adequate circulation around the site. The project site

has shared access with the adjacent property located to the north. The City finds that the proposed project, as conditioned, and in the context of the documentation provided (parking study and drive-through management plan) and reviewed demonstrate that there is sufficient vehicle queue and parking capacity. The project has been conditioned and has provided a Drive-Thru Queue Management Plan that identifies how the internal circulation of the site shall be managed, back-ups are avoided, and conflicting turning movements are to be avoided with the introduction of the new donut/coffee shop business operations. Therefore, the site has sufficient access to streets and highways that are adequate in size and existing intersections adjacent to the project site will operate at acceptable levels of service.

**5. The site that is subject to the Special Use Permit shall be provided with adequate sewerage, water, fire protection and storm drainage facilities.**

As described in the Staff Report, the existing development on the project site includes a multi-tenant commercial office building. The proposed project includes the renovation and tenant improvement of the existing office building. The proposed project includes the construction and conversion of 1,419 square feet of existing tenant space into a donut/coffee shop (Dunkin Donuts) and the conversion of one existing drive-thru lane. The proposed Project improvements have been found to be consistent with anticipated development for this site. Furthermore, the Project will be served by existing City of Oxnard water and sewer mains and adequate Fire Protection will be provided as determined by the Development Advisory Committee. In accordance with the Stormwater Quality Conditions of this Resolution, the Project's design will comply with stormwater control measures as required by the Los Angeles Regional Water Quality Control Board's municipal separate storm sewer system ("MS4") permit. The Project is consistent with the level of development identified under the General Plan and Oxnard City Code, and therefore are within the anticipated level of development. The project is not anticipated to result in any significant impacts to utilities and public services. Therefore, the site for the proposed use will be provided with adequate sewage, water, fire protection and storm drainage facilities.

SECTION 2. In accordance with Section 15164(b) of the California Environmental Quality Act (CEQA) Guidelines a lead agency shall prepare an Addendum to a previously certified EIR or Negative Declaration if some changes or additions are necessary but none of the conditions described in section 15162 calling for preparation of a subsequent EIR or Negative Declaration have occurred. An addendum to Mitigated Negative Declaration No. 01-09 was prepared to analyze potentially significant adverse environmental effects of the proposed project. The addendum provides a comparison of the current proposal and the approved project that was studied in the 2001 MND and focuses on new environmental effects, specifically Greenhouse Gas Emissions, which have been added to the CEQA Guidelines since the 2001 MND was adopted. The addendum did not identify any areas of concern as potentially being affected. Therefore, the Planning Commission has determined that the proposed project would not create new significant environmental effects or a substantial increase in the severity of significant effects previously identified in the 2001 Final IS-MND

SECTION 3. Based on the findings set forth herein and the Staff Report and all attachments

thereto, the Planning Commission hereby approves Planning and Zoning Permit No. 22-550-01 (Major Modification to Special Use Permit), subject to the attached conditions of approval.

SECTION 4. The decision of the Planning Commission shall be final unless an appeal of the action is filed in accordance with the provisions of Section 16-545 of the Oxnard City Code.

SECTION 5. The Secretary shall certify the adoption of this Resolution.

## CONDITIONS OF APPROVAL

Note: The abbreviations below identify the City department or division responsible for determining compliance with these standard conditions. The first department or division listed has responsibility for compliance at plan check, the second during inspection and the third at final inspection, prior to issuance of a certificate of occupancy, or at a later date, as specified in the condition. If more than one department or division is listed, the first will check the plans or inspect the project before the second confirms compliance with the condition. The italicized code at the end of each condition provides internal information on the source of each condition: Some are standard permit conditions (e.g. *G-1*) while some are taken from environmental documents (e.g. *MND-S2*).

| DEPARTMENTS AND DIVISIONS |                                 |    |                       |
|---------------------------|---------------------------------|----|-----------------------|
| CA                        | City Attorney                   | PL | Planning              |
| DS                        | Dev Services/Eng Dev/Inspectors | TR | Traffic               |
| PD                        | Police                          | B  | Building Plan Checker |
| SC                        | Source Control                  | FD | Fire                  |
| PK                        | Landscape Design                | CE | Code Enforcement      |

## GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, *G-1*).
2. This permit is granted for the plans dated July 6, 2023, (“the plans”) on file with the Planning Division. The Project shall conform to the plans, except as otherwise specified in these conditions, or unless a Minor Modification to the plans is approved by the Planning and Environmental Services Manager (“Planning Manager”) or a Major Modification to the plans is approved by the Planning Commission. A Minor Modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A Major Modification shall be required for substantial changes or increases in such items (PL, *G-2*).
3. All required off-site and on-site improvements for the project, including structures, paving, and landscaping, shall be completed prior to occupancy unless the Development Services Manager allows Developer to provide security, or an executed agreement approved by the City Attorney to ensure completion of such improvements. (DS, *G-4*)
4. By commencing any activity related to the Project or using any structure authorized by this permit, Applicant accepts all of the conditions and obligations imposed by this permit

and waives any challenge to the validity of the conditions and obligations stated therein (CA, G-5).

5. Applicant agrees, as a condition of adoption of this resolution, at Applicant's own expense, to indemnify, defend and hold harmless the City and its agents, officers and employees from and against any claim, action or proceeding to attack, review, set aside, void or annul the approval of the resolution or any condition attached thereto or any proceedings, acts or determinations taken, done or made prior to the approval of such resolution that were part of the approval process (CA, G-6).
6. Any covenants, conditions, and restrictions (CC&Rs) applicable to the Project property shall be consistent with the terms of this permit and the City Code. If there is a conflict between the CC&Rs and the City Code or this permit, the City Code or this permit shall prevail (CA, G-7).
7. Applicant shall complete the "Notice of Land Use Restrictions and Conditions" form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, Applicant shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager (PL, G-8).
8. Developer shall provide off-street parking for the project, including the number of spaces, stall size, paving, striping, location, and access, as required by the City Code except as modified by the Administrative Parking Relief granted by the Planning Commission. (PL/B, G-9).
9. Before placing or constructing any signs on the Project property, Applicant shall obtain a sign permit from the City. Except as provided in the sign permit, Applicant may not change any signs on the Project property (PL/B, G-10).
10. Developer shall obtain a building permit for any new construction or modifications to structures, including interior modifications, authorized by this permit. (B, G-11)
11. Developer shall not permit any combustible refuse or other flammable materials to be burned on the project property. (FD, G-12)
12. Developer shall not permit any materials classified as flammable, combustible, radioactive, carcinogenic or otherwise potentially hazardous to human health to be handled, stored or used on the project property, except as provided in a permit issued by the Fire Chief. (FD, G-13)
13. If Developer, owner or tenant fails to comply with any of the conditions of this permit, the Developer, owner or tenant shall be subject to a civil fine pursuant to the City Code. (CA, G-14)
14. Prior to issuance of building permits, Developer shall correct all violations of the City Code existing on the project property for which the Code Compliance Division has open cases. (PL, G-15).

## **PLANNING DIVISION CONDITIONS**

15. Developer shall mitigate air quality emissions associated with development of the subject site through a contribution to the City's Transportation Demand Management (TDM) program. Such fee shall be calculated at the time of building permit issuance in accordance with the Ventura County Air Quality Assessment Guidelines, as amended. Such fee shall be collected in full prior to building permit issuance. (MND, C-9)
16. Developer shall remove any and all graffiti from the project premises within 24 hours of its appearance. The surface of such affected areas shall be matched to blend in with the underlying colors and/or design, and shall not look like a paint patch.
17. Before the City issues building permits, Developer shall provide a Graffiti Deterrent Plan, subject to the approval of the Planning Manager. Such plan shall include such elements as clear film on windows and/or mirrors, as well as washable paint and sealers on the building and perimeter walls. (PL)
18. Applicant shall screen, to the satisfaction of the Planning Manager, any HVAC equipment visible from the public right-of-way. Screening plants shall be consistent with other species on the property and a minimum size of five gallons. (PL)
19. Prior to building permit issuance, the developer shall provide a public improvement plan which identifies, and includes, city fiber optic network infrastructure. This connection shall be established by installing fiber optic conduit to the project's frontage according to city specifications. The fiber optic network infrastructure must be included in the project's master utility plans and installed prior to the granting of a certificate of occupancy.
20. Where pedestrian walkways cross drive-through lanes, signage shall be provided to alert vehicles of the pedestrian crossing. Signage shall include the language, "Pedestrian Crossing", or other language approved by the Community Development Director. Each sign shall not exceed 5 feet in height or a sign area of two (2) square feet, and shall not include any advertising or business identification.
21. Design measures to avoid vehicle and pedestrian/bicycle conflicts shall be maintained. Direct pedestrian entry through the front of the building shall be maintained from streets and sidewalks to the building entrance. Well-articulated pedestrian routes and zones shall be maintained on the site, linking building entrances and parking areas. Drive-through lanes should be maintained to minimize conflicts with pedestrian walkways, bicycle routes, and paths of travel. Drive-through lanes that obstruct a pedestrian pathway between parking areas or sidewalks and entries into the building shall maintain a pedestrian crossing that is delineated by landscaping, striping, curbing, and raised or decorative paving to separate pedestrian and vehicular access and circulation to the satisfaction of the Community Development Director.
22. The location of drive-through facilities in relation to the building, including the location of the pick-up windows, stacking lane, and vehicle access, shall be oriented in a manner such that headlight glare is not directed towards oncoming traffic on public streets, or is to be



screened with landscaping, berms, walls or other means to the satisfaction of the Community Development Director.

23. The drive-through may operate 24 hours per day but the speaker box shall be equipped with an automatic volume control. The design of the drive-up audio system shall control and minimize the volume of the system to comply with the City's Noise Regulations in order to control unnecessary, excessive and annoying noises which could be detrimental to the public health and welfare to the satisfaction of the Community Development Director.
24. Prior to the issuance of a Building Permit, the Applicant/Operator is to submit a final Drive-Thru Queue Management Plan that identifies how the internal circulation of the site shall be managed, back-ups are avoided, and conflicting turning movements are to be avoided with the introduction of the new drive-through use. The plan should describe solutions that are available through personnel, technology and/or temporary and permanent barriers as described in the plan dated October 8, 2022. For instance, the Applicant may propose using roving staff with mobile ordering devices when the drive-through exceeds the designed capacity. Prior to the issuance of a Certificate of Occupancy, the Community Development and Public Works Departments shall approve the final Drive-Thru Queue Management Plan.
25. After implementation of the Drive-Thru Queue Management Plan, and upon the determination of the Community Development or Public Works Departments that the plan created for the drive-through use is not functioning effectively, or upon any future modification or expansion, the plan shall be comprehensively re-evaluated by the Community Development and Public Works Departments. This re-evaluation work effort shall be accompanied by a filing fee determined by the Community Development Director and Public Works Director to address staff review time by Community Development and Public Works staff.
26. All dining establishments with cooking operations shall implement best management practices to minimize the potential release of food processing facility odors and smoke outside the building as could be detected at the property line. Such best practices could include changing operating practices, improving maintenance of cooking equipment, installing odor control equipment, and/or upgrading venting systems to control unnecessary, excessive and annoying odors or smoke which in the judgment of the City of Oxnard or the Ventura County Air Pollution Control District is determined to be a public nuisance or to be detrimental to the public health and welfare.
27. No alcohol use of any type is approved as a part of this action. A separate alcohol use request must receive a Special Use Permit approved by the City and Alcohol Beverage Control prior to inauguration of the use.
28. Developer shall repair and/or replace any existing broken or damaged sidewalk, curb gutter or asphalt paving adjacent to property due to the construction of the Project, as directed by the City Inspector. (DS)
29. Developer shall construct a waste enclosure, with a roof and level concrete pad for the storage of the required containers out of view of the public street. Developer shall provide

a concrete apron in front of the enclosure to facilitate proper servicing. Enclosure gates must be constructed to allow eight (8) feet of clear space to allow passage of the City issued containers. (DS)

30. Prior to issuance of demolition permits for any structure on the site, Developer shall provide evidence of notifying the Air Pollution Control District of such demolition. Demolition and/or renovation activities shall be conducted in compliance with APCD regularities regarding Asbestos (Rule 63.7).
31. During construction, Developer shall post and maintain onsite signs, in highly visible areas, restricting all vehicular traffic to 15 miles per hour or less.
32. During periods of high winds (i.e. wind speed sufficient to cause fugitive dust to impact adjacent properties), Developer shall cease all clearing, grading, earth moving, and excavation operations to prevent fugitive dust from being a nuisance or creating a hazard, either onsite or offsite.
33. Prior to grading permit approval, Developer shall include on the grading plans a reproduction of all conditions of this permit pertaining to dust control requirements. (PL)
34. In the event that any historic or prehistoric cultural resources are discovered, work in the vicinity of the find shall be halted immediately. A City approved archeologist shall be retained to evaluate the discovery and determine the necessary mitigations for successful compliance with all applicable regulations. Developer or its successor in interest shall be responsible for paying all salaries, fees and the cost of any future mitigation resulting from the survey.
35. A master sign program for the center, including drive-through signage, must be approved and associated drive-through signage must be installed prior to the issuance of a certificate of occupancy for the project site. The drive-through signage (i.e. directional signage and menu boards) must be installed and maintained in compliance with the approved master sign program (i.e. the location, dimensions, color, letter style, letter height, and sign type of all signs to be installed in conjunction with the drive-through use) for as long as the drive-through will be in operation. The master sign program is to be reviewed and approved by the Director.
36. Plans submitted by Developer with building permit applications shall show on the building elevation sheets all exterior building materials and colors, including product and finish manufacturer name, color name and number, and surface finish type (such as: stucco with sand finish, plaster with smooth finish) to be used in construction. (PL/B, PL-1)
37. Any application for a Minor Modification to the project shall be accompanied by four copies of plans reflecting the requested modification, together with applicable processing fees. (PL, PL-2)
38. Before the City issues building permits, Developer shall include a reproduction of all conditions of this permit as adopted by Resolution of the Community Development

Director in all sets of construction documents and specifications for the project. (PL, PL-3)

39. Before the City issues building permits, Developer shall provide to the Planning Manager color photographic reductions (8 1/2" by 11") of full-size colored elevations and any other colored exhibit approved by the Community Development Director. Developer may retain the full-size colored elevations after the reductions are so provided. (PL, PL-4)
40. Developer acknowledges that because of population limitations placed on the City by the Air Quality Management Program, approval of this permit does not guarantee that the City will issue building permits. The City's issuance of building permits may be delayed as a result of implementation of an air quality plan. (PL, PL-5)
41. Developer may not modify any use approved by this permit unless the Planning Division Manager determines that Developer has provided the parking required by the City Code for the modified use. (PL, PL-7)
42. Project on-site lighting shall be of a type and in a location that does not constitute a hazard to vehicular traffic, either on private property or on adjoining streets. To prevent damage from vehicles, standards in parking areas shall be mounted on reinforced concrete pedestals or otherwise protected. Developer shall recess or conceal under-canopy lighting elements so as not to be directly visible from a public street. Developer shall submit a lighting plan showing standard heights and light materials for design review and approval of the Planning Division Manager. (PL/B, PL-8)
43. In order to minimize light and glare on the project property, all parking lot and exterior structure light fixtures shall be high cut-off type that divert lighting downward onto the property and shall not cast light on any adjacent property or roadway. (PL, PL-9)
44. During construction, Developer shall water the area to be graded or excavated prior to commencement of grading or excavation operations. Such application of water shall be at least twice per day and shall penetrate sufficiently to minimize fugitive dust during grading activities. (B/DS, PL-11)
45. During construction, Developer shall control dust by the following activities:
  - a. All trucks hauling graded or excavated material offsite shall be required to cover their loads as required by California Vehicle Code section 23114, with special attention to sub sections 23114(b)(2)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads.
  - b. All graded and excavated material, exposed soils areas, and active portions of the construction site, including unpaved onsite roadways, shall be treated to prevent fugitive dust. Treatment shall include, but not necessarily be limited to, periodic watering, application of environmentally-safe soil stabilization materials, and/or roll-compaction as appropriate. Watering shall be done as often as necessary and reclaimed water shall be used whenever possible. (B/DS, PL-12)
46. Developer shall provide for dust control at all times during project property preparation

and construction activities. (B/DS, PL-13)

47. Developer agrees to participate in a water conservation program that includes refitting water fixtures existing on the project property with water conserving devices within residences or businesses in the City's water service area, if such a program is in effect when building permits are issued for this project. Among the requirements of such a program might be refitting existing toilets, faucets, shower heads, landscaping irrigation or other fixtures and items that consume water within the structure. (PL, PL-14)
48. Because of water limitations placed upon the City by its water providers, approval of this permit does not guarantee that the City will issue building permits. Issuance of building permits may be delayed as a result of implementation of a water conservation or allocation plan. (PL, PL-15)
49. Prior to issuance of building permits, Developer shall pay a document imaging fee for the planning files in an amount calculated by planning staff at the time of building permit review based on fees then in effect. (PL/B, PL-16).
50. Developer shall recess or screen roof heating and cooling systems and other exterior mechanical equipment from adjoining property and public streets, as required by this permit. Plumbing vents, ducts and other appurtenances protruding from the roof of structures shall be placed so that they will not be visible from the front of the property or other major public vantage points. Developer shall include a note on the construction plumbing drawings of exterior elevations to indicate to contractors that roof features shall be grouped and located in the described manner. Roof vents shall be shown on construction drawings and painted to match roof material color. (PL/B, PL-41)
51. Developer shall install all roof and building drainpipes and downspouts inside building elements. These items shall not be visible on any exterior building elevations. (PL, PL-42)
52. For any exterior utility meter panels, Developer shall paint such panels to match the structure upon which it is located. Such panels shall be located to take advantage of screening (e.g. landscaping or other building elements) from public right-of-ways, to the maximum extent feasible. (PL, PL-43)
53. Developer shall stripe loading zones placed partly or wholly within a structure for loading and unloading activities only and post to prohibit storage or other non-loading activity within the loading zone. (PL/B, PL-49)
54. Pursuant to the City Zoning Code Section 16-140, the proposed order board and other related structures shall be located no less than 5 feet from the side property line.
55. Pursuant to the City Zoning Code Section 7-185 (Exterior Sound Standards), the order boards or other project related items shall not exceed the maximum allowable exterior noise levels for commercial (60 dBA) areas, pursuant to OCC Section 7-185.
56. Pursuant to the City Zoning Code Section 16-623 (Schedule of Bicycle Parking

Requirements), Developer shall install additional bicycle racks for a total of five spaces on the project site located near the front entrance of the CBC Federal Credit Union building. The design and location of the bicycle racks shall be submitted for review and approval by the Planning Manager in consultation with the City Traffic Engineer.

## **POLICE DEPARTMENT CONDITIONS**

57. A condition of approval requires compliance with the Outdoor Lighting Code & Guideline
- a. Outdoor lighting shall comply with Title 24, Part 6, of the California Code of Regulations: California's Energy Efficiency Standards for Residential and Nonresidential Buildings.
  - b. Unless approved as a specific exception to this guideline, all outdoor lighting shall be flat lens, full cut-off fixtures with the light source fully shielded with the exceptions:
    - i. Luminaires with a maximum output of 260 lumens per fixture, regardless of number of bulbs (equal to one 20-watt incandescent light), may be left unshielded provided the fixture has an opaque top to keep light from shining directly up.
    - ii. Luminaires with a maximum output of 1,000 lumens per fixture, regardless of number of bulbs (equal to one 60-watt incandescent light) may be partially shielded provided the bulb is not visible, and the fixture has an opaque to keep light from shining directly up.
  - c. Oxnard City Code 16-320: Lighting within physical limits of the area required to be lighted shall not exceed seven foot-candles, nor be less than one foot-candle at any point. A light source shall not shine upon, or illuminate directly any surface other than the area required to be lighted. No lighting shall be of a type or in a location that constitutes a hazard to vehicular traffic, either on private property or on the abutting streets. The height of light standards shall not exceed 26 feet. To prevent damage from automobiles, standards shall be mounted on reinforced concrete pedestals or otherwise protected.
58. Exterior lighting of the site including parking areas shall be between 1 and 7-foot candles and shall be in harmony with existing adjacent lighting scheme.
59. All exterior lighting shall operate from dusk to dawn.
60. All exterior LED lighting shall be of a similar nature and spectrum (3,000K to 20,000K Correlated Color Temperature).
61. Lighting instruments shall be full cut-off and installed so that light does not directly illuminate property outside the project site. Instruments shall not create glare for motorists or pedestrians.
62. Outdoor lighting instruments shall not be placed in close proximity of parking lot trees. In the event outdoor lighting instruments and trees are in close proximity an additional sheet will be required illustrating light and tree placement showing trees with a 20-year maturity.

63. Port Cocheres shall be illuminated between 15 and 30 foot-candles with a gradual drop off transition to adjacent parking/walking areas having illumination of 4 to 7 foot-candles.
64. Drive through aisles may be illuminated between 7 and 20 foot-candles with a gradual drop off transition to adjacent parking/walking areas having illumination of 4 to 7 foot-candles.

#### **Security Camera Systems – Businesses**

65. Security cameras shall be installed and operated 24 hours a day to monitor the business. The camera system shall comply with these minimum standards:
  - a) Cameras and supporting equipment shall supply digital color images under normal lighting conditions. Greyscale images are expected for infra-red lighting.
  - b) Cameras shall be made by a reputable manufacturer and maintained to current industry standards.
  - c) Cameras shall have low light capability and able to identify persons conducting transactions or entering the business.
  - d) The video system shall utilize a Digital Video Recorder (DVR). VHS and other formats are prohibited.
  - e) The video system shall allow recording, live viewing and playback of recorded video for a period of a period of at least 30 days.
  - f) Recorded images shall bear a date and time stamp that cannot be altered.
  - g) Camera installations shall cover areas open to the general public and where cash or other assets are maintained.
  - h) Cameras in domed casings are highly encouraged as their area of focus is not easily determined by a casual observer.
  - i) A camera shall be installed at to monitor all persons entering the premises from each exterior doorway. The camera shall be mounted 7-feet above the floor and shall be adjusted to capture images of the head and shoulders of all who enter.

#### **Alarms**

66. Any intrusion alarm system installed at the site shall utilize technology to differentiate between human and non-human motion. The alarm system shall be compliant with Oxnard City Code 11-95 through 11-100.

### **DEVELOPMENT SERVICES DIVISION CONDITIONS**

67. Developer shall pay plan check and processing fees in effect at the time of construction plan submittal and shall pay development fees, encroachment permit fees, and other applicable fees in effect at permit issuance. (DS-1)
68. Developer shall install on site and off site electric, cable, telephone and similar utility service laterals underground in accordance with City ordinances in effect at the time City issues a building permit. Services shall be installed underground to the nearest suitable riser pole as determined by the appropriate utility service provider. (DS-12)



69. Developer shall remove graffiti from the project, including graffiti on offsite public infrastructure under construction by Developer, within 24 hours of its appearance. If Developer fails to remove graffiti in accordance with this condition, the City may at the discretion of the City Engineer issue a stop work order until such time as the graffiti is removed. (DS-20)
70. The conditions of this resolution shall prevail over all omissions, conflicting notations, specifications, dimensions, typical sections, and the like, that may or may not be shown on the improvement plans. (DS-21)
71. Developer shall pay the cost of all inspections of on site and off site improvements. (DS-22)
72. Developer shall be responsible for all project related actions of Developer's employees, contractors, subcontractors, and agents until City accepts the improvements. (DS-23)
73. Developer shall install City approved backflow prevention devices for water connections if so ordered by the City Engineer. (DS-45)
74. Developer shall install bike racks in accordance with City standards at locations approved by City Traffic Engineer. (TR-73)
75. Developer shall construct a new water meter and new sewer lateral to serve the restaurant. (DS).
76. The new sewer lateral serving the food preparation area must be connected to a grease interceptor. After the grease interceptor, the new sewer lateral may join the existing primary sewer lateral that serves the existing building. (DS)
77. Developer shall verify that the existing primary sewer lateral is adequate to serve the existing building with the additional restaurant component. If proven insufficient, the existing primary lateral must be upgraded to current standards. (DS)
78. The project shall comply with the latest California Building Code disabled access requirements for Americans with Disabilities Act (ADA). (DS)
79. The improvement plans shall show the exhaust hood from the kitchen will not interfere with or affect the second floor and exterior walkway outside of the building. The design is subject to the review and approval of the City Building Official. (DS)
80. Developer shall construct an additional trash enclosure to supplement the existing, meeting City standards to store trash, recycle, and organics. Storing multiple bins in each compartment and shuffling them around is not an acceptable design. The design of the trash enclosure shall accommodate all of the required bins without the need to shuffle them. All site refuse bins shall be stored in an approved enclosure. No objects other than refuse bins may be stored in the enclosure without the written permission of the Environmental Resources Division. (DS)

81. The trash enclosure shall be constructed with a reinforced concrete apron along the entire length of the trash enclosure opening that extends a minimum of 15-feet from the face of the enclosure. The floor and a loading/service pad of the trash enclosure to be substantially level (2% max slope). (DS)
82. Developer shall execute a shared-use agreement prior to building permit issuance if the trash enclosure serves other establishments aside from the project. (DS)
83. Developer shall construct a trash enclosure with a solid non-combustible roof (8-foot minimum clearance and matching existing design) that prevents stormwater from entering the refuse bins. Developer shall construct all other components of the trash enclosure in accordance with the approved City Standard Plan on file with the Building and Engineering Division. Developer shall finish the trash enclosure to match the major design elements of the main structure subject to approval by the Planning Division. The location and configuration of the enclosure shall be approved by the Environmental Resources Division. (DS)
84. The project shall install a grease interceptor unless directed otherwise by the City of Oxnard Public Works Department. If a grease interceptor is installed, a hose bib shall be installed outside of the trash enclosure, and a traffic-rated drain shall be installed inside the enclosure to capture all enclosure wash water. This drain shall connect to the onsite grease interceptor. (DS)
85. If the proposed site improvements result in the alteration of 5,000 square feet or more of impervious area, the project will be required to provide stormwater mitigations as a redevelopment project. Developer shall design project to minimize degradation of stormwater quality by complying with the applicable sections of the Los Angeles Regional Water Quality Control Board's municipal separate storm sewer system ("MS4") permit (Order R4-2010-0108 including all revisions) for a redevelopment project. Developer shall submit stormwater quality calculations and associated construction plans demonstrating compliance with the MS4 permit. Calculations shall generally be organized to follow the steps outlined in Chapter 2 of the 2011 Technical Guidance Manual for Stormwater Control Measures. (DS)
86. Prior to issuance of grading, building or demolition permit and prior to commencement of any clearing, grading or excavation, Developer shall prepare a Local Stormwater Pollution Prevention Plan ("Local SWPPP"). The Local SWPPP shall be developed and implemented in accordance with the requirements of the Ventura Countywide MS4 Permit. The Local SWPPP shall be approved by the City Engineer prior to issuance of a site improvement/grading permit. Developer shall keep the Local SWPPP updated to reflect current site conditions and a copy of the Local SWPPP shall be kept onsite and available for City or designated representative to review upon request. (DS)
87. As directed by the Public Works Stormwater Division, Developer shall install two connected pipe screen full capture trash devices from United Stormwater to the catch

basins S17-304 and S17-301 on the corner of Gonzales Road and Outlet Center Drive.  
(DS)

## **TRAFFIC DIVISION CONDITIONS**

88. Developer shall incorporate details on the engineering plans showing directional signs and pavement markings that will assist and direct motorists through both drive-through lanes.  
(TR)
89. Show the car queuing design for the drive-through lanes in the engineering improvement plans for the Traffic Division to review. (TR)
90. Developer shall comply and implement the recommendations described in the parking prepared for the CBC Federal Credit Union Office Building project by Associated Transportation Engineers (ATE) dated January 4, 2023. (TR)

## **ENVIRONMENTAL RESOURCES DIVISION**

91. This property is required to comply with state mandated diversion laws (AB 939, AB 341, AB 1826, SB 1383, AB 827) and must make provisions to manage three material streams (recycling, organics, trash) in any waste enclosure(s) constructed.
92. To ensure that solid waste generated by the project is diverted from the landfill and reduced, reused or recycled, Developer shall complete and submit a “Environmental Resources Division Construction and Demolition Waste Management Plan” (“C&D Plan”) to the City for review and approval. The C&D Plan shall provide that at least 65% of the waste generated on the project be diverted from the landfill. The C&D Plan shall include the entire project area, even if tenants are pursuing or will pursue independent programs. The C&D Plan shall be submitted to and approved by the Environmental Resources Division prior to issuance of a building permit. The C&D Plan shall include the following information: material type to be recycled, reused, salvaged or disposed; estimated quantities to be processed; management method used; destination of material including the hauler name and facility location. Developer shall use the appropriate C&D Plan form as defined by the Environmental Resources Division.
93. Developer shall follow the approved “Environmental Resources Division Construction and Demolition Waste Management Plan” and provide for the collection, recycling, and/or reuse of materials (i.e., concrete, wood, metal, cardboard, green waste, etc.) and document results during construction and/or demolition of the proposed project. After completion of project activity, Developer shall complete and submit the “Environmental Resources Division Construction and Demolition Waste Management Report” (“C&D Report”) and provide legible copies of weight tickets, receipts, or invoices for materials sent to disposal or reuse/recycling facilities. For other discarded or salvaged materials, Developer shall provide documentation, on the disposal facility’s letterhead, identifying where the materials were taken, type of materials, and tons or cubic yards disposed, recycled or reused, and the project generating the discarded materials. Developer shall submit and obtain approval of the C&D Report prior to issuance of a certificate of occupancy.

94. Developer shall arrange for materials collection during construction, demolition, and occupancy with the City's Environmental Resources Division or Developer shall arrange for self-hauling.
95. An Occupancy Plan must be submitted and approved prior to issuance of a certificate of occupancy. The Occupancy Plan must clearly state how recyclable and organic material, as appropriate, will be managed on site to be in compliance with applicable state laws AB 939, AB 341, AB 1826, SB 1383, AB 827); how restaurant staff will participate in the program; and how customers will be altered to the presence of recycling on site and how contamination will be minimized. The Occupancy Plan must include what service provider(s) will manage/transport materials to appropriate facilities for processing and/or disposal.
96. Per AB 827, public areas that provide waste collection to customers must have an equitable distribution of containers for recycling, organics and trash that are easily accessible. This requirement does not apply to restrooms.
97. This property is required to adhere to applicable solid waste management ordinances, including future ordinance creation and/or revisions.
98. Any landscaping maintenance resulting in organic material needing disposal, if performed in-house or via third party, must not be placed in the trash. All organic materials are required to be diverted from landfill disposal. Any third-party contract/service agreement must stipulate this requirement and be verified through the Environmental Resources Division.
99. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a matter approved by the City Engineer.
100. Any new or renovated waste enclosure must be made of CMU Walls with a roof. The enclosure must be fully enclosed with a metal mesh between the CMU Walls and the roof.

## **FIRE DEPARTMENT CONDITIONS**

101. Before the City issues building permits, Developer shall obtain the Fire Chief's approval of a plan to ensure fire equipment access and the availability of water for fire combat operations to all areas of the project property. The Fire Chief shall determine whether or not the plan provides adequate fire protection. (FD/DS, F-3)
102. All structures on the project property shall conform to the minimum standards prescribed in Title 19 of the California Code of Regulations. (FD, F-5)
103. The project shall meet the minimum requirements of the "Fire Protection Planning Guide" published by the Fire Department. (FD, F-6)
104. At all times during construction, Developer shall maintain paved surfaces capable of handling loads of 76,000 pounds which will provide access for firefighting apparatus to all parts of the project property. (FD/DS, F-7)

105. Developer shall identify all hydrants and fire protection equipment on the project property as required by the Fire Chief. (FD, F-8)
106. Developer shall provide central station monitoring of the fire sprinkler system and all control valves. (FD, F-10)
107. The turning radius of all project property driveways and turnaround areas used for emergency access shall be approved by the City Traffic Engineering Department. (FD, F-11)
108. Developer shall provide automatic fire sprinklers as required by the City Code and shall contact the Fire Chief to ascertain the location of all connections. (FD, F-12)
109. Developer shall install in each structure in the project an alarm system with a central station monitor that will automatically notify the Fire Department in the event of a fire in the structure. The alarm system shall include a UL or State Fire Marshal approved device, which shall not exceed design specifications, that reports the location of the fire and provides floor by floor water flow monitoring and allows the central station monitor to inform the Fire Department. (FD, F-13)
110. All signalized intersections shall be equipped with pre-emption equipment. (FD/TR, F15)
111. Developer shall comply with Certified Unified Program Agency (CUPA) requirements regarding the storage, handling and generation of hazardous materials or waste. Prior to the issuance of building permits, Developer shall contact the CUPA division of the Fire Department to ensure that such requirements are followed. (FD, F-16)
112. All landscape on project property will coordinate with the fire protection features, to prevent access problems to fire protection features.
113. Fire hydrants shall be operational and accessible at all times. No parking, storage or staging of equipment/supplies shall be located within 15 feet on either side of fire hydrants. Prior to final inspection, blue reflective hydrant location markers shall be placed on the access roads in accordance with Fire Department standards.
114. Fire sprinkler coverage is required for:
  - a. Patios, overhangs or any other projections that are 48" or more from the structure.
  - b. Open areas beneath stairs that serve a habitable space or when that area is accessible for storage or has mechanical equipment.
  - c. The protection of the forced air unit when located in the attic or other areas that are normally inaccessible.
115. Before the city issues a certificate of occupancy, the developer shall install Knox key vaults at a location to be determined by the Fire Department.

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Oxnard on this 6th day of July 2023.

---

Ronald Arruejo, Chair

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held on the 6th day of July 2023, and carried by the following vote:

AYES: Commissioner(s):

NOES: Commissioner(s):

ABSENT: Commissioner(s):

ABSTAIN: Commissioner(s):

RECUSED: Commissioner(s):

---

Joe Pearson II, Secretary



**NELSON COMIS KETTLE & KINNEY** LLP  
ATTORNEYS AT LAW

Maria L. Capritto<sup>✉</sup>  
Keith H. Fichtelman<sup>^</sup>  
Keri S. Kettle<sup>+</sup>  
Stuart G. Nielson  
William E. Winfield<sup>◊</sup>

5811 Olivas Park Drive, Suite 202  
Ventura, CA 93003  
(805) 604-4100 (Tel)  
(805) 604-4150 (Fax)  
[www.calattys.com](http://www.calattys.com)

Stuart A. Comis, *Retired*  
Kerry M. Kinney, *Retired*  
Donna A. Laurent, *Retired*  
Mark A. Nelson, *Retired*  
Sylvia Soto, *Retired*

Sender's Email: [snielson@calattys.com](mailto:snielson@calattys.com)  
Direct Dial: (805) 604-4107

✉ Certified Specialist Estate Planning, Trust & Probate Law  
^ Licensed in California, New York, and England & Wales (Solicitor)  
+ Certified Specialist Family Law  
California State Bar Board of Legal Specialization  
◊ Board Certified-Business Bankruptcy Law  
American Board of Certification

March 7, 2023

**VIA U.S. MAIL AND EMAIL ([planning@oxnard.org](mailto:planning@oxnard.org))**

City of Oxnard Planning Commission  
214 South C Street  
Oxnard, CA 93030

Re: Project Name: Dunkin Donuts Major Modification  
Planning and Zoning Permit No. 22-550-1 (Major Modification to SUP No. 00-05-142)  
Property Located at 2151 E. Gonzalez Rd. (APN 213-0-090-115)

Dear Honorable Members of the Oxnard Planning Commission,

This firm represents Palms Medical Plaza Owners' Association ("Palms Association"), which is comprised of the owners of the medical office units located within the Palms Medical Plaza building located at 1901 Outlet Center Drive, Oxnard, California. This property is located immediately adjacent and to the north of the CBC Federal Credit Union property that is the subject of the above-referenced Major Modification application.

Palms Association and its members are very concerned about the potential impacts of the proposed project upon the existing uses and activities conducted at the Palms Medical Plaza property and therefore respectfully request that the Planning Commission deny the application.

The Palms Medical Plaza property and the CBC Federal Credit Union property share an entrance off of Outlet Center Drive. As depicted in the enclosed aerial photo of the properties, the traffic circulation for the proposed project would result in vehicles entering through this shared entrance from Outlet Center Drive and then travelling through the parking lot past the main entrance to the Palms Medical Plaza building towards the drive-thru.

The conversion of the existing banking drive-thru to a Dunkin Donuts drive-thru would result in a very substantial increase in the amount of traffic travelling this course. It is not difficult to imagine a line of cars backed up through the parking lot on many mornings and at other times of the day. And when there is not a lineup of cars, it is similarly not difficult to imagine cars travelling at excessive speeds towards the drive-thru entrance without being completely mindful of pedestrians walking through the parking lot.

The increased traffic through what is already a very tight traffic and parking situation presents significant safety concerns. Many of the patients who visit the Palms Medical Plaza property for medical treatments are elderly,

and many patients enter the building using walkers or are in wheelchairs. The increased traffic near the entrance to the medical building would present a serious hazard to these individuals and to others walking through the parking lot to and from the building entrance.

It is important to note that the Palms Medical Plaza property has an easement for parking purposes over the portion of the parking lot located in the northeast corner of the CBC Federal Credit Union property. A copy of the recorded Easement Agreement is enclosed for your reference, with the location of the dedicated parking spaces being shown on Exhibit "C" of the document. These spaces are located immediately adjacent to the shared entrance off of Outlet Center Drive and are also among the spaces located closest to the Palms Medical Plaza building entrance. The use of these spaces will be particularly impacted by the increased traffic circulation resulting from the proposed project, which would significantly undermine the existing easement rights.

For these reasons, Palms Association and its members are strongly opposed to the proposed project. The subject property is not an appropriate location for the project given the associated safety concerns and its impacts upon the long-established medical uses at the Palms Medical Plaza property.

We greatly appreciate your consideration of these concerns as you review this project.

Very truly yours,

NELSON COMIS KETTLE & KINNEY LLP



Stuart G. Nielson

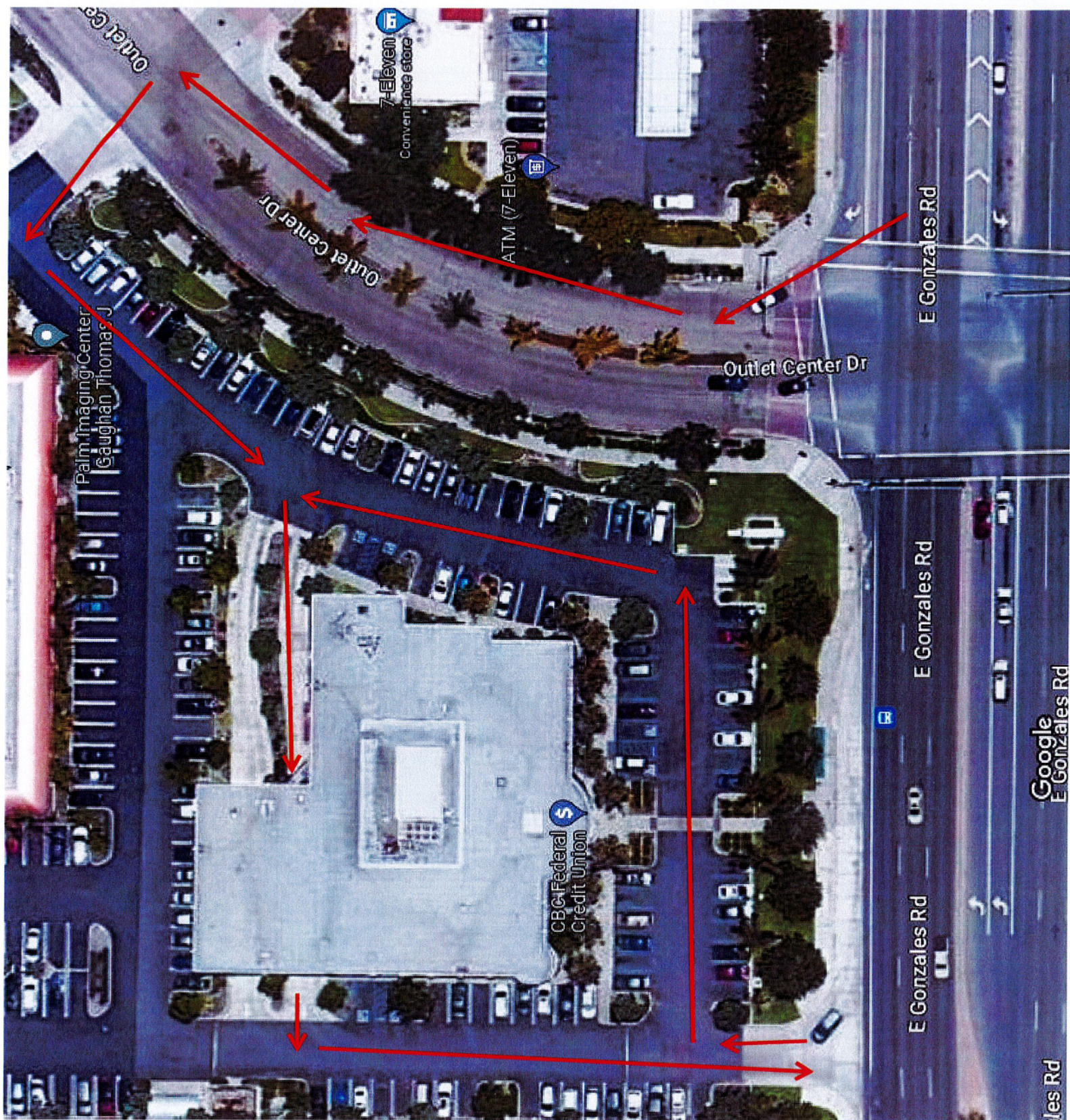
Enclosures

cc: Palms Medical Plaza Owners' Association

**ATTACHMENT A**

**AERIAL PHOTO DEPICTING TRAFFIC CIRCULATION OF PROPOSED PROJECT**







**ATTACHMENT B**

**COPY OF EASEMENT AGREEMENT FOR PARKING ON SUBJECT PROPERTY**

COMMUNITY LSC FILE 00.

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

THOMAS E. NEUHAUS  
Attorney at Law  
P.O. Box 5504  
Oxnard, CA 93031-5504

4150047-8

20040210-0031730  
Pages: 10 Fees: \$34.00  
02/10/2004 08:00:00 AM  
T20040011715 PJ  
Ventura County Recorder  
Philip J. Schmit

### EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is made and entered into as of this 24 day of January, 2004, by and between CBC FEDERAL CREDIT UNION ("Grantor") and ONTARIO GATEWAY BUSINESS CENTER, LLC, a California Limited Liability Company ("Grantee").

#### Section 1. Recitals.

A. This Agreement is made in connection with a Real Property Purchase Agreement between Grantor, as Seller, and Grantee, as Buyer, by the terms of which Grantor has agreed to sell to Grantee, and Grantee has agreed to purchase from Grantor, the parcel of real property described in Exhibit "A" hereto. Pursuant to said Purchase Agreement Grantee is the owner of that certain parcel of real property located in the City of Oxnard, County of Ventura, more particularly described in Exhibit "A" attached hereto ("Dominant Estate").

B. Grantor is the owner of that certain parcel of real property located in the City of Oxnard, County of Ventura, and more particularly described in Exhibit "B" attached hereto ("Servient Estate"), commonly known as 2151 Gonzales Road, Oxnard, California.

C. In connection with the sale by Grantor to Grantee of the Dominant Estate, Grantor desires to grant to Grantee, and Grantee desires to acquire from Grantor, a non-exclusive easement on a portion of the Servient Estate for parking purposes, as provided herein.

#### Section 2. Grant of Easement.

A. Grantor hereby grants to Grantee a nonexclusive, permanent and perpetual (subject to Section 7 below) easement for the use of the specific portion of the Servient Estate as described and depicted in Section 3 and in Exhibit "C" hereto, solely for the purpose of parking and related purposes in accordance with the terms of this Agreement, and for no other purpose or use whatsoever. Notwithstanding the foregoing, Grantee's rights shall include reasonable ingress and egress as necessary for the use and enjoyment of the parking easement granted in this Agreement.

B. Grantee has approved the parking lot design and configuration as existing on the Servient Estate on the date of this Agreement, including that



portion constituting the easement granted herein, and accepts same in "as is" condition.

C. In consideration of being granted the Easement described herein, Grantee also is granting to Grantor a parking easement on the parcel of real property purchased by Grantee from Grantor and described in Exhibit "A" hereof, which easement is more completely described in a separate written Easement Agreement of even date herewith.

D. In consideration of being granted the Easement described herein, Grantee covenants and agrees that the proposed parking lot design and configuration for the Dominant Estate, as specified in that certain Easement Agreement of even date herewith by which ONTARIO GATEWAY BUSINESS CENTER, LLC, (as the owner of the Dominant Estate as described herein) is granting to CBCFCU (as the owner of the Servient Estate as described herein) an easement for parking purposes on the parcel described in Exhibit "A" hereto, shall not be changed by Grantee, or his successors, without the prior, express, written consent of Grantor, and in the event of any change by Grantee in the design or configuration of the proposed parking lot for the Dominant Estate without the prior written consent of Grantor, this Easement Agreement, and the grant of easement herein, may be revoked and rescinded by Grantor. In the event of such revocation and rescission Grantor shall record a Notice of Revocation of Easement referencing this right of revocation and rescission.

E. This grant of Easement to Grantee shall entitle Grantee, its employees, tenants, and invitees, to make use of the Easement for non-exclusive parking purposes granted and as described herein.

F. The Easement granted in this Agreement is appurtenant to the Dominant Estate and includes incidental rights reasonably necessary for the use and enjoyment of such easement, provided that Grantee must use reasonable care in exercising all rights under this Agreement and may not unreasonably increase the burden on the Servient Estate. Grantee's rights include reasonable ingress and egress from the Easement Area to and from the Dominant Estate.

Section 3. Description of Parking Easement. The non-exclusive Easement for parking purposes granted by Grantor to Grantee shall be located at the North East corner of the existing parking lot on the parcel described in Exhibit "B" hereto (the Servient Estate). Said easement shall be eighteen (18) feet wide starting at the North East corner of the existing parking area on the Servient Estate and running North Westerly for said 18 feet, and extending sixty-six (66) feet in length South Westerly along the curve of the existing parking lot, as shown in Exhibit "C" hereto (consisting of 10 existing parking spaces).

Section 4. Maintenance and Taxes. Grantor shall, at Grantor's sole cost and expense, maintain, operate and repair, in good condition and free of debris and weeds (including but not limited to, the appurtenant landscaping installed by Grantor and maintenance of such landscaping), the Easement area and all improvements located thereon, provided, however, that any extraordinary cost, fee, fine or other expense incurred as a result of Grantee's use of the Easement

---

area shall be paid by Grantee promptly upon Grantor submitting to Grantee an itemized statement for such extraordinary cost, fee or expense. Grantor shall pay all real property taxes and assessments relating to the Easement area and any improvements thereon.

Section 5. Reserved Rights. Grantor reserves to itself, and its personal representatives, assigns and successors, all rights accruing from its ownership of the Servient Estate and the Easement area, including the right to convey the Servient Estate, subject to this Easement Agreement, the right to use the remainder of the Servient Estate for any purpose whatsoever, subject to Grantee's rights hereunder, and the right to make use of all parking on the Servient Estate, subject to Grantee's rights under this non-exclusive easement.

Section 6. No Fee for Use of Easement. Except for any extraordinary cost, fee, fine or other expense as provided in Section 4, Grantee shall not pay to Grantor, during the term of this Agreement, any annual fee or other fee or amount for the use and maintenance of the easement granted herein.

Section 7. Reversion. In the event that Grantee should cease using the Easement area for parking as described herein, Grantee's rights in the Easement area pursuant to this Agreement, or conveyed to the Grantee by any separate instrument or agreement, including any incidental rights in the Servient Estate associated therewith, shall immediately revert to Grantor and Grantee shall execute such deeds or other documents as Grantor may reasonably request to confirm such reversion. In addition, should Grantee breach the provisions of section 2 B. hereof by altering the design or configuration of the proposed parking area on the Dominant Estate, the Easement granted herein shall revert to Grantor as provided herein.

Section 8. Indemnity and Insurance.

A. Grantee shall indemnify, defend and hold Grantor, its agents, contractors, shareholders, members, Directors, employees, successors and assigns, free and harmless from and against any and all liabilities, penalties, costs, losses, damages, claims, demands, suits, or judgments, of any kind or nature, including, without limitation, all reasonable attorneys fees incurred by Grantor and arising from, or in any way connected with, any such liability, penalty, cost, loss, damage, claim, demand, suit, or judgment, resulting from any act, omission, condition or other matter related to, or occurring on or about, the Servient Estate and in any way related to use of the Easement granted herein by Grantee, or its agents, employees, contractors, partners, tenants, vendors, or invitees, unless due to the negligence of Grantor or any breach of the terms of this Easement Agreement by Grantor.

B. Grantee shall, at Grantee's sole expense, maintain broad form commercial general liability insurance written on an "occurrence" policy form, covering bodily injury, property damage, and personal injury, arising out of or

relating (directly or indirectly) to Grantee's use, occupancy, and operation of the Easement Area or the rights granted to Grantee herein, with policy limits of not less than two million (\$2,000,000.00) dollars. Grantor shall be named by endorsement as an additional insured, as its interest may appear, under such general liability policy. Grantee shall provide a certificate of insurance to Grantor evidencing compliance with the foregoing insurance requirements and providing for not less than 30 days advance written notice to Grantor of cancellation, non-renewal or a material change in such insurance coverage.

Section 9. Compliance with Laws. Grantee's use of the Easement Area shall be in compliance with all applicable laws, rules, regulations, permits, city ordinances and city imposed conditions in effect from time to time during the term of the Easement granted herein.

Section 10. Interest. Any amount payable upon demand by Grantor hereunder which is not paid by Grantee within 10 days of demand for payment by Grantor shall bear interest at the rate of 10% per annum from the date of demand by Grantor until paid to Grantor.

Section 11. Covenants Running with the Land. The rights and obligations contained in this Agreement shall run with the land and inure to, and be for, the benefit of the Grantor and the Grantee, their successors and assigns, and the tenants, subtenants, licensees, contractors, invitees, and mortgagees in possession.

Section 12. Termination of Liability. Whenever a transfer of ownership of either the Dominant Estate or the Servient Estate occurs, the transferor shall not be liable for a breach of this Agreement occurring after such transfer, and a transferee will not be liable for a breach of this Agreement occurring prior to a transfer to such transferee unless such breach is continuing, provided, however, this provision shall not apply to any transfer of only a partial interest in the transferor's interest in either the Dominant Estate or the Servient Estate, nor shall it apply to any transfer to an entity owned or controlled by the transferor.

Section 13. Estoppel Certificates. Upon request by either party, the other party shall, within fifteen (15) days, execute and deliver to the requesting party any document, including an estoppel certificate, which certifies the requesting party's compliance with any obligation of the requesting party contained in this agreement and otherwise evidences the status of this Agreement as may be requested by such party.

Section 14. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, and addressed to the appropriate party as follows:

To Grantor: CBC Federal Credit Union  
ATTENTION: President and CEO  
2151 Gonzales Road  
Oxnard, California, 93036

To Grantee: ONTARIO GATEWAY BUSINESS CENTER, LLC,  
Attention: Moshe Silagi, Managing Member  
101 Hodwick #200  
Wentworth Village CA. 91360

or to such other address as either party may from time to time designate by written notice to the other. Any such notice shall be deemed effective when personally served on the party to whom it is addressed or, if mailed as provided herein, three (3) days after deposit in the U.S. Mail.

Section 15. Recordation. Grantor and Grantee acknowledge and agree that they shall cause this Easement Agreement to be recorded in connection with the close of that certain escrow for the sale and transfer by Grantor to Grantee of the Dominant Estate. This Easement Agreement shall be recorded immediately after the recording of the Grant Deed of the Dominant Estate from Grantor to Grantee and if such Grant Deed is not recorded this Easement Agreement shall not be recorded and shall be of no force or effect.

Section 16. General Provisions.

A. Controlling Law. This agreement shall be governed by, and interpreted in accordance with, California Law. In the event of any legal action to enforce or interpret this Easement Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorneys fees incurred in such action, as determined by the court or arbitrator in such action, in addition to any other damages, costs, or remedies to which such party may be entitled.

B. Severability. If any provision of this Agreement is found by a court or arbitrator of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement shall not be affected thereby.

C. Entire Agreement. This Agreement sets forth the entire agreement of the parties with respect to the easement granted herein, and supersedes all prior agreements, negotiations, discussions, offers, understandings or representations, whether oral or written, relating to the easement described herein.

D. Binding on Successors. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns as covenants running with the Dominant Estate and the Servient Estate.

E. Captions. The captions in this Agreement have been included solely for convenience of reference and are not to be a part of this Agreement and shall have no effect upon its construction or interpretation.

F. Authority. All persons executing this Agreement on behalf of a party warrant that they have full authority to execute this Agreement on behalf of such party.

IN WITNESS WHEREOF, Grantor and Grantee have entered into this Easement Agreement on the day and year first written above.

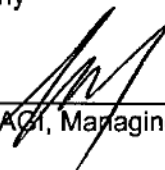
GRANTOR

GRANTEE

CBC FEDERAL CREDIT UNION,  
A federally chartered credit union

ONTARIO GATEWAY BUSINESS  
CENTER, LLC, a California Limited  
Liability Company

By:   
WESLEY Walton, CFO

By:   
MOSHE SILAGI, Managing Member

State of California )  
County of Ventura )

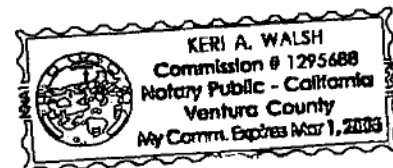
On February 2, 2004, before me,  
Keri A. Walsh, Notary Public,  
personally appeared Wesley Walton

personally known to me (or ~~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 acknowledge to me that ~~he/she/they~~ executed the instrument in ~~his/her/their~~ authorized capacity(ies) and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal



Notary Public



---

**EXHIBIT "A"**  
**DOMINANT ESTATE**

Parcel B, in the City of Oxnard, County of Ventura, State of California, as shown on a Map filed in Book 61, Pages 21 and 22 of Parcel Maps, in the office of the County recorder of said County.



**EXHIBIT "B"**  
**SERVIENT ESTATE**

Parcel A, in the City of Oxnard, County of Ventura, State of California, as shown on a Map filed in Book 61, Pages 21 and 22 of Parcel Maps, in the office of the County recorder of said County.

Site plan showing a proposed parking lot and building layout. The plan includes a large rectangular building footprint with a central courtyard. To the right of the building is a parking lot with several stalls. A "Parking Easement 18' x 66'" is indicated on the right side. The plan includes various dimensions and labels for different areas and easements.

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of VENTURA

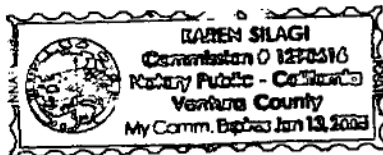
} ss.

On FEBRUARY 2, 2004 before me, KAREN SILAGI, NOTARY PUBLIC  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared MOSE SILAGI

Name(s) of Signer(s)

☒ personally known to me  
☐ 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.

WITNESS my hand and official seal.

Karen Silagi  
Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: EASEMENT AGREEMENT

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney-in-Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
 OF SIGNER  
 Top of thumb here

# Dunkin Donuts

Planning & Zoning Permit No. 22-550-01  
(Major Modification to Special Use Permit)

Applicant: Daniel Bednar, Federal Credit Union

Lisa Gordon, Contract Planner  
Joe Pearson II, Planning and Environmental Services Manager

Planning Commission  
July 6, 2023



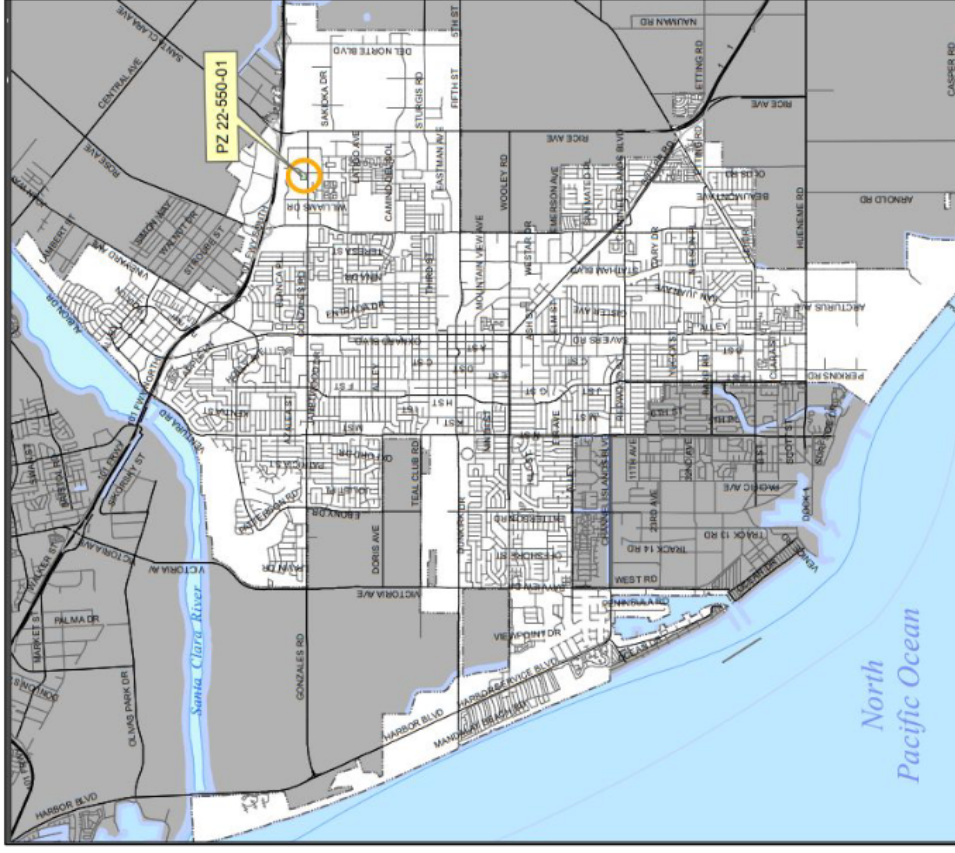
# Project Description

- A request for the following actions:
  - Major Modification (PZ 22-550-01) to Special Use Permit (PZ 00-05-142)
    - Renovation and tenant improvement of an existing 30,647 square foot CBC Credit Union multi-tenant office building
    - Project includes construction and conversion of 1,419 square feet of ground floor tenant space into a donut/coffee shop (Dunkin Donuts)
    - Conversion of one existing drive-thru lane with 8-vehicle capacity
      - Stacking for 3 vehicles between order board and pick-up window and 5 vehicles behind the order board
    - Reduction of required on-site parking spaces from 151 to 129

# Project Location

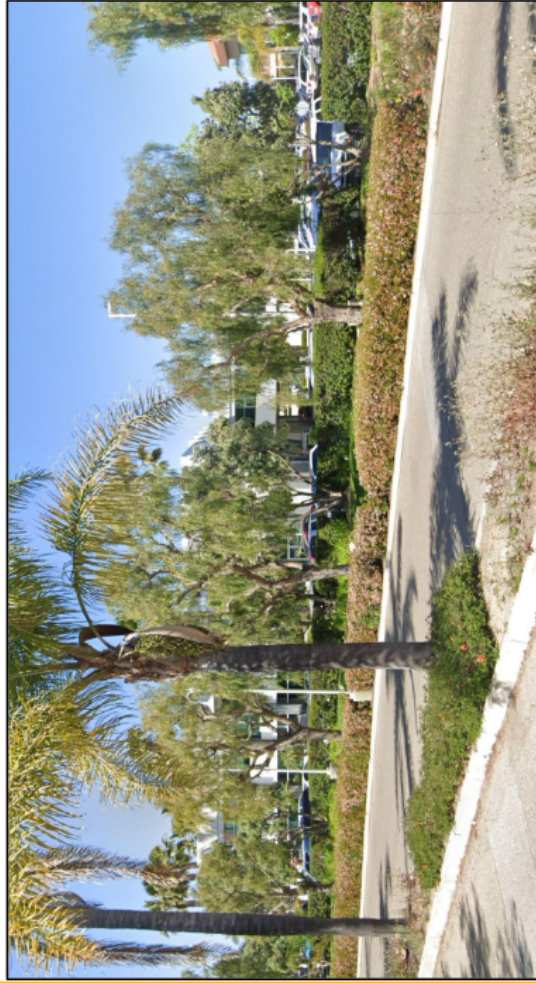
**Project Site:** 2151 E. Gonzales Road

Existing Multi-tenant office building with ground floor credit union and upper floor medical office space.





# Street View



View from Outlet Center Drive looking southwest



View from Gonzales Road looking north

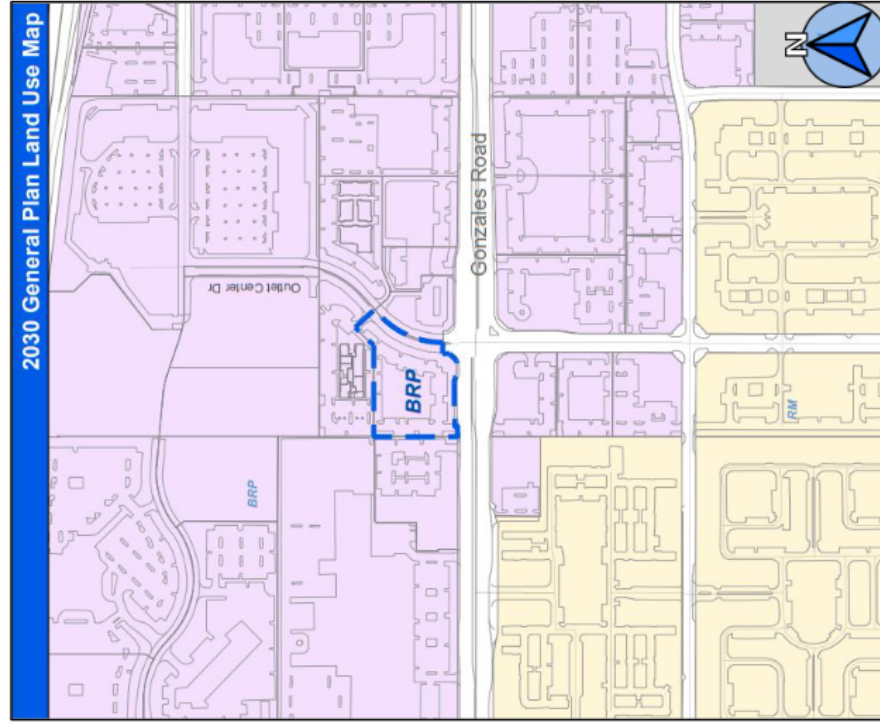
# Surrounding Land Uses



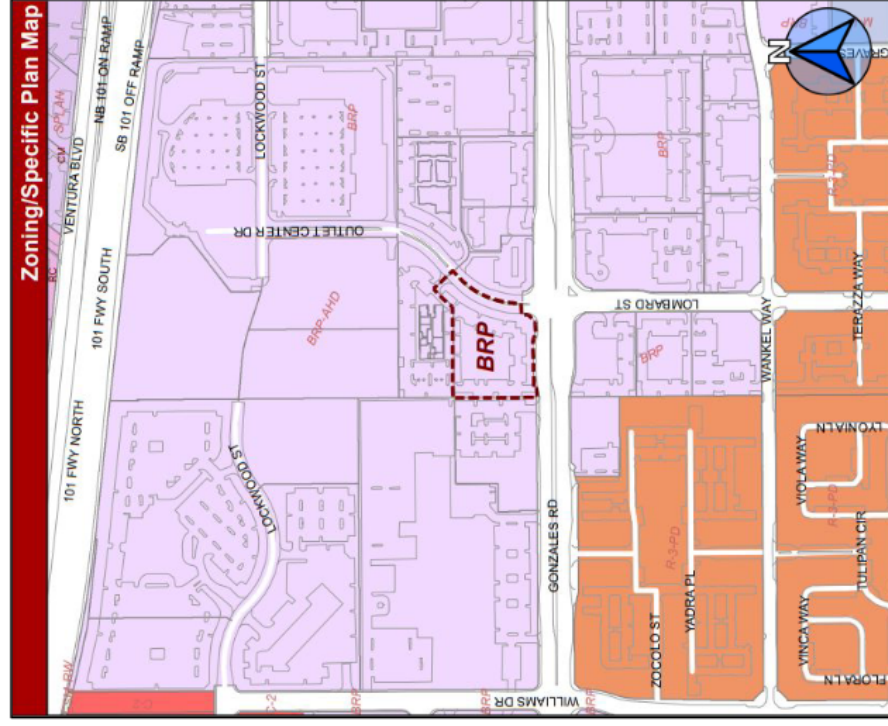
| LOCATION     | ZONING                       | GENERAL PLAN                 | EXISTING LAND USE                                   |
|--------------|------------------------------|------------------------------|-----------------------------------------------------|
| Project Site | Business Research Park (BRP) | Business Research Park (BRP) | Credit Union and mix of general and medical offices |
| North        | Business Research Park (BRP) | Business Research Park (BRP) | Medical offices                                     |
| South        | Business Research Park (BRP) | Business Research Park (BRP) | Medical-Urgent Care                                 |
| East         | Business Research Park (BRP) | Business Research Park (BRP) | Self-Service Station/Convenience store (7-Eleven)   |
| West         | Business Research Park (BRP) | Business Research Park (BRP) | Medical offices (Kaiser Permanente)                 |



# General Plan and Zoning



Business Research Park (BRP)



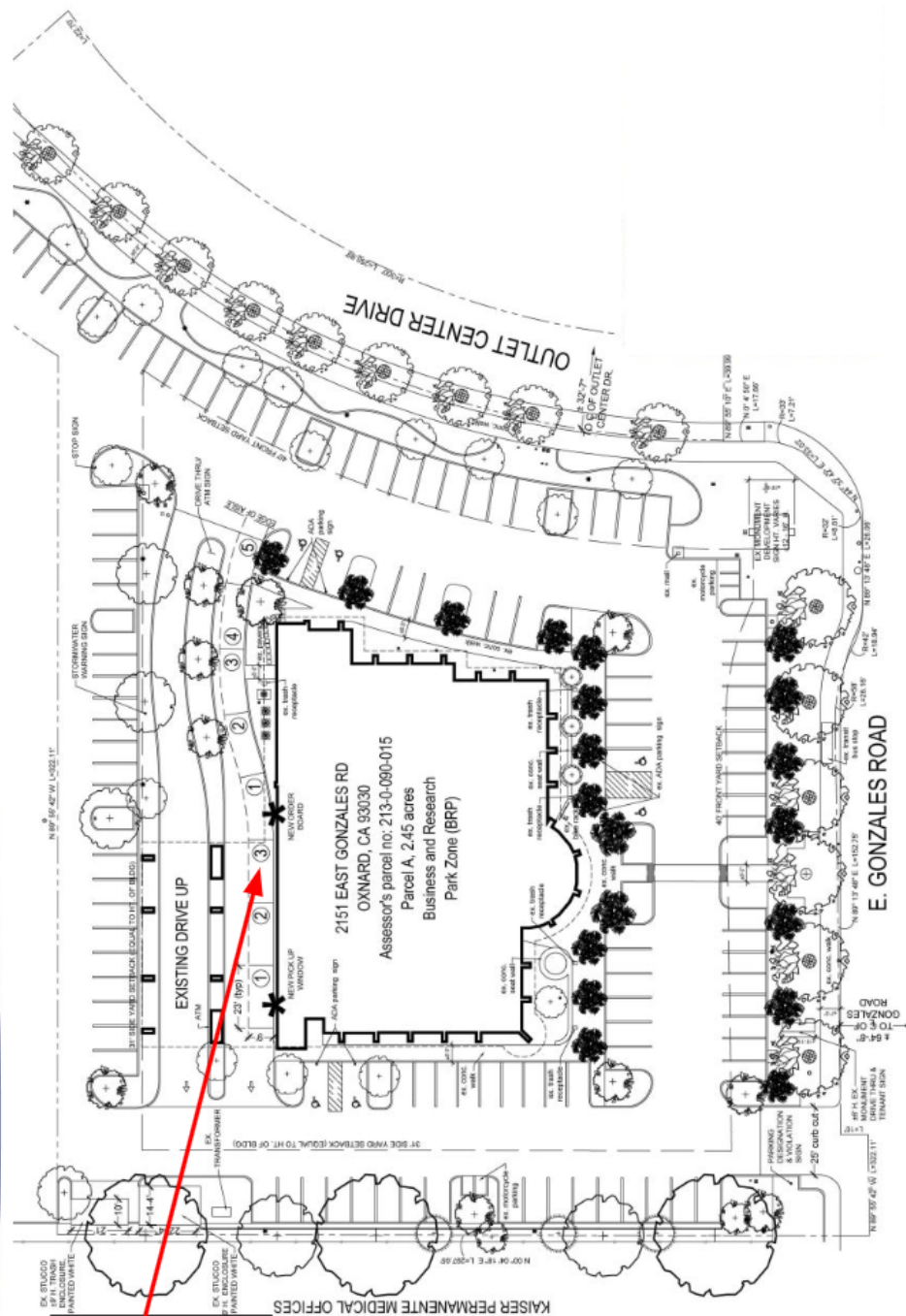
Business Research Park (BRP)

## Background - Existing Multi-tenant Office Building

- **May 3, 2001:** Planning Commission approved Special Use Permit No. 00-5-142 and adopted Mitigated Negative Declaration No. 01-09 for the construction of a 30,456 square foot building for bank and office uses. To date, there have been no changes to the original development.

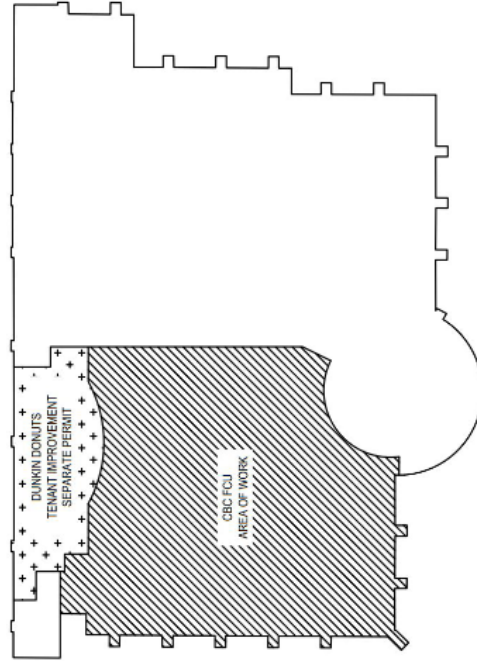
# Existing Site Plan

Conversion of  
existing  
drive-through  
lane



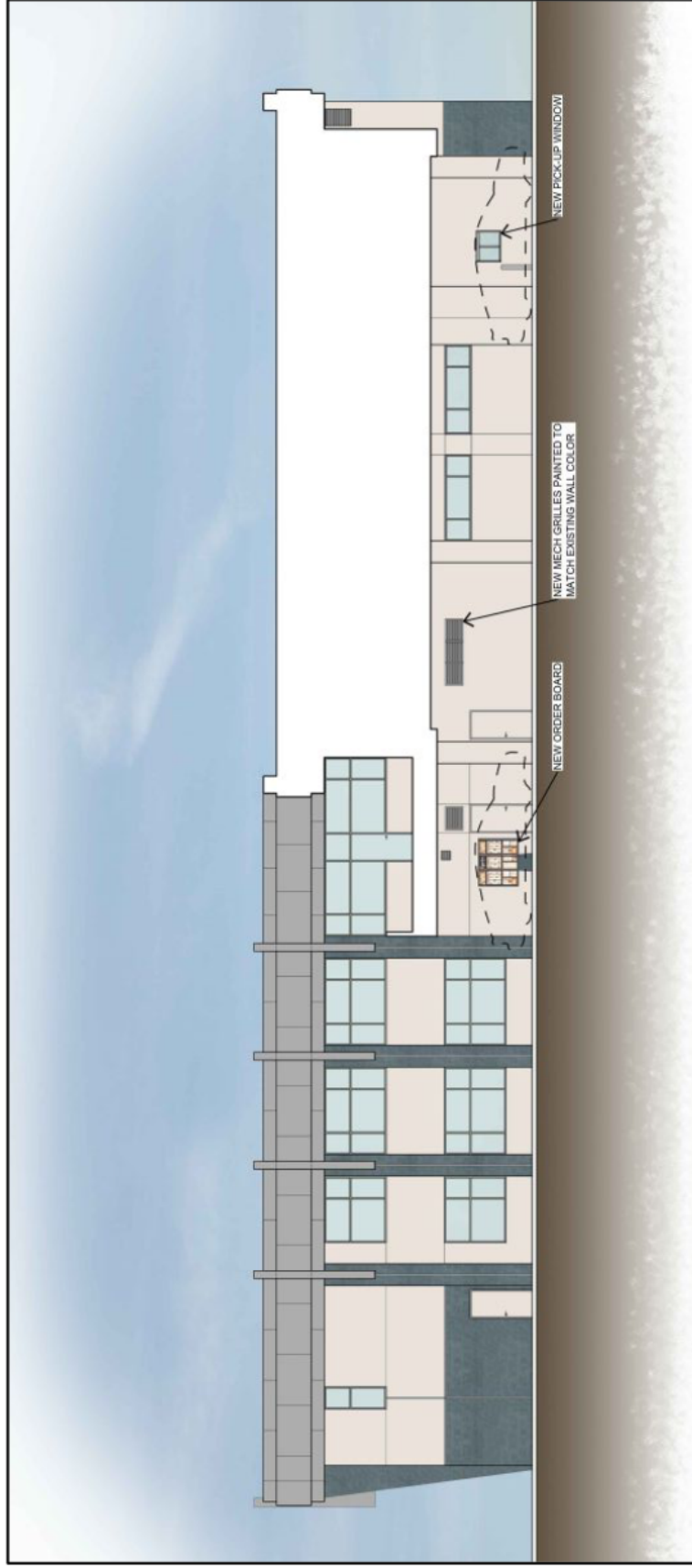
# Proposed Floor Plan-Dunkin Donuts

- Conversion of 1,419 square-feet of existing ground floor tenant space (including 524 SF of shared lobby space).





# Dunkin Donuts Elevations - Rendered



North Elevation-Only Change

# Applicable General Plan Policies

- Many policies are directly or indirectly applicable to the proposed project. Some of the key policies are:
  - Community Development Policy 1.2 - Infill Development
  - Community Development Policy 4.2- Commercial Revitalization and Redevelopment
  - Community Development Policy 5.2 – Compatible Land Use
  - Community Development Policy 15.6- Share of Regional taxable sales
  - Community Development Policy 18.1 - Attract new Business

# Zoning Code Consistency

Project is consistent with:

- BRP Development Standards outlined in the Oxnard City Code.
- The project does not comply with the City Code off-street parking requirement; the applicant requests relief for a reduction to the number of on-site parking spaces.

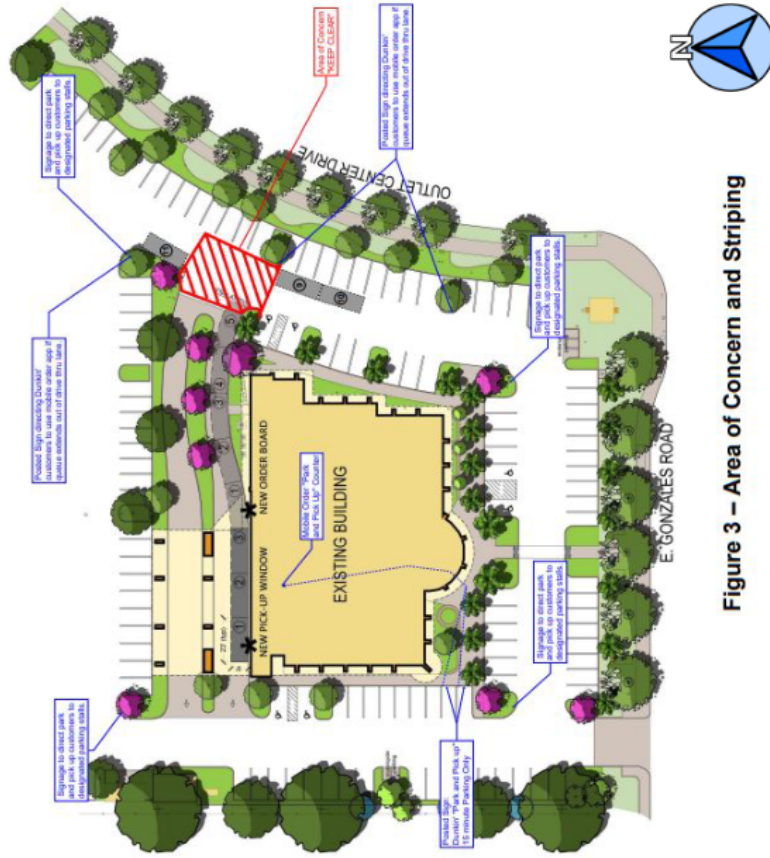
| DEVELOPMENT STANDARD        | REQUIREMENT     | PROPOSED        | COMPLIES?                            |
|-----------------------------|-----------------|-----------------|--------------------------------------|
| Off street parking (16-622) | 151 auto spaces | 129 auto spaces | Yes, with granting of parking relief |

# Request for Parking Relief-Summary of Parking Data

| TENANT                  | SIZE      | ZONING CODE           | PARKING STUDY               |
|-------------------------|-----------|-----------------------|-----------------------------|
| Credit Union            | 5,878 SF  | 1:250 SF<br>24 spaces | 3.72:1,000 SF<br>22 spaces  |
| General Office          | 16,800 SF | 1:250 SF<br>67 spaces | 2.39:1,000 SF<br>39 spaces  |
| Medical Office          | 6,390 SF  | 1:200 SF<br>32 spaces | 3.23:1,000 SF<br>21 spaces  |
| Dunkin Donuts           | 1,419 SF  | 1:50 SF<br>28 spaces  | 12.52:1,000 SF<br>18 spaces |
| Total Required Parking: |           | 151 spaces            | 100 spaces                  |

# Drive-Through Queue Study

Signage will be installed to direct customers to use Dunkin' Mobile App.  
Signage will be installed to direct customers where to find "Park and Pick Up" parking.



**Figure 3 – Area of Concern and Striping**





# Environmental Review

- In accordance with Section 15164(b) of the California Environmental Quality Act (CEQA) Guidelines, a lead agency shall prepare an Addendum to a previously certified Environmental Impact Report (EIR) or Negative Declaration (ND) if some changes or additions are necessary but none of the conditions described in section 15162 calling for preparation of a subsequent EIR or Negative Declaration have occurred.
- An addendum to Mitigated Negative Declaration No. 01-09 was prepared to analyze potentially significant adverse environmental effects of the proposed project.
- The addendum did not identify any areas of concern as potentially being affected and the project would not create new significant environmental effects or a substantial increase in the severity of significant effects previously identified in the 2001 Final IS-MND.



# Select Recommended Conditions of Approval

- Developer shall pay a contribution to the City's Transportation Demand Management Program (COA #15)
- Drive-through speaker box shall use automatic volume control (COA #23)
- A final Drive-Thru Queue Management Plan shall be submitted prior to building permit issuance that is consistent with the current plan (COA# 24)
- Developer shall comply and implement the recommendations described in the parking study prepared for the project (COA #91)
- Developer shall pay development impact fees (COA #86)

# Public Notice

- Notice of PC hearing was provided:
  - Newspaper,
  - On-site posting; and
  - Mailed to property owners within 300 feet.
- This project is not located within a General Plan designated neighborhood.
- To date, Staff has received one comment letter regarding the proposed project. The letter (from Nelson Comis Kettle & Kinney, LLP representing the Palms Medical Plaza Owners' Association, dated March 7, 2023) includes concerns regarding potential impacts to parking, traffic, and pedestrian circulation. The project is consistent with parking, traffic, and circulation requirements and the information in the letter does not change staff recommendation.

# Staff Recommendation

That the Planning Commission:

- a) Adopt an Addendum to Mitigated Negative Declaration No. 01-09; and
- b) Adopt a resolution 2023-XX approving Planning and Zoning Permit No. 22-550-01 (Major Modification to SUP), subject to certain findings and conditions



## PLANNING COMMISSION MEMORANDUM

**TO:** Planning Commission

**FROM:** Jay Dobrowalski, Planning Supervisor

**DATE:** August 3, 2023

**SUBJECT:** **Project Name: Dunkin Donuts;** Planning and Zoning Permit No. 22-550-01 (Major Modification to Special Use Permit), Property Located at 2151 East Gonzales Road; APN: 213-0-090-015

### Summary

On July 6, 2023, the Planning Commission (the “Commission”) considered PZ No. 22-550-01 (Major Modification to Special Use Permit)<sup>1</sup> and made a Motion of Intent to Deny the Project as they could not make all of the Findings required to grant the Major Modification in accordance with Oxnard City Code Section 16-531, and they continued the hearing to August 3, 2023, to ratify the action by approving a Resolution of Denial (Attachment A). The motion carried 4:1:2:0:0<sup>2</sup>.

Staff has prepared the Resolution of Denial for the proposed Project (Attachment B).

### Appeal Process

In accordance with Section 16-545 of the City Code, the Planning Commission’s action on PZ 22-550-01 (Major Modification) may be appealed to the City Council within 18 days after the decision date. Appeal forms may be obtained from the City Clerk and must be submitted with the appropriate fees before the end of the appeal period. If an appeal is not filed within 18 working days of the Planning Commission’s decision, the decision of the Planning Commission shall be considered final.

---

<sup>1</sup> The proposed project requests a Major Modification to Special Use Permit (SUP) No. 00-05-142 to allow for improvements to an existing 30,467 square-foot CBC Credit Union multi-tenant office building. The proposed project includes the construction and conversion of 1,419 square feet of existing ground floor tenant space into a donut/coffee shop (Dunkin Donuts) and the conversion of one existing drive-through lane. The project also includes one modification that is being requested to allow for a reduction of the number of on-site required parking spaces from 151 to 129. Filed by property owner, Daniel Bednar, Vice President of Development, of CBC Federal Credit Union.

<sup>2</sup> In Favor: Against: Absent: Abstain: Recused

**Attachments**

A – July 6, 2023 Planning Commission Staff Report

B - Resolution for Denial of PZ 22-550-01

C – Staff Presentation



## RESOLUTION NO. 2023 - XX

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 22-550-01 (MAJOR MODIFICATION TO SPECIAL USE PERMIT) TO ALLOW FOR THE RENOVATION AND TENANT IMPROVEMENT OF AN EXISTING 30,467 SQUARE FOOT MULTI-TENANT OFFICE BUILDING AND THE CONVERSION OF A 1,419 SQUARE-FOOT DONUT/COFFEE SHOP AND THE CONVERSION OF AN EXISTING DRIVE-THROUGH WITH 8-VEHICLE CAPACITY ON A 2.45 ACRE LOT AND RELATED IMPROVEMENTS INCLUDING A MODIFICATION IN THE REDUCTION ON THE NUMBER OF ON-SITE REQUIRED PARKING SPACES FROM 151 TO 129 AND CERTIFYING ADDENDUM NO. 1 TO MITIGATED NEGATIVE DECLARATION NO. 01-09, LOCATED AT 2151 EAST GONZALES ROAD (APN: 213-0-090-115) SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY DANIEL BEDNAR, VP OF DEVELOPMENT OF CBC FEDERAL CREDIT UNION, 2151 E. GONZALES ROAD, OXNARD, CALIFORNIA 93036, (PROPERTY OWNER).

WHEREAS, on February 17, 2022, Daniel Bednar (“**Property Owner**”) submitted a request to approve Planning and Zoning Permit No. 22-550-01 (Major Modification to Special Use Permit) to permit the renovation and tenant improvement of an existing 30,467 square-foot CBC Credit Union multi-tenant office building. The proposed project includes the construction and conversion of 1,419 square feet of existing ground floor tenant space into a donut/coffee shop (Dunkin Donuts) and the conversion of one existing drive-thru lane with 8-vehicle capacity (stacking for 3 vehicles between the order board and pick-up window and stacking for 5 vehicles behind the order board). In accordance with Section 16-651(B)(4) of the Oxnard City Code (OCC), one modification is being requested: a) a reduction on the number of on-site required parking spaces from 151 to 129, located at 2151 East Gonzales Road (APNs: 213-0-090-115) (the “**Project**”); and

WHEREAS, on July 6, 2023, the Planning Commission of the City of Oxnard (“**Planning Commission**”) conducted a duly noticed public hearing, and received and reviewed all written and oral evidence related to the proposed Project, in accordance with Sections 16-536, 16-561 and 16-651 of the Oxnard City Code (OCC); and

WHEREAS, Sections 16-536, 16-561 and 16-651 of the OCC authorize the Planning Commission to approve a Special Use Permit; and

WHEREAS, the Planning Commission finds, after due study, deliberation and public hearing, that the project meets the criteria set out in Sections 16-536 and 16-651 of the OCC; and

WHEREAS, the Project has been reviewed by the Development Advisory Committee (DAC) and the DAC has prepared conditions of approval that are incorporated within the recommended permits; and

WHEREAS, the Planning Commission finds that the Project conforms to the City of Oxnard 2030 General Plan elements thereof and the Oxnard City Code for the reasons

set forth in the Planning Commission Staff Report; and

WHEREAS, Addendum No. 1 to the approved Mitigated Negative Declaration (MND) No. 01-09 has been prepared to evaluate potential environmental impacts of the proposed Project. The Addendum to the Final MND was prepared pursuant to the requirements of the California Environmental Quality Act (CEQA, Public resources Code § 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines. The City of Oxnard is the Lead Agency. The Addendum is appropriate pursuant to CEQA Guidelines § 15164 since only minor changes and additions to the MND are necessary to address the Project changes and no circumstances exist calling for the preparation of a subsequent negative declaration pursuant to CEQA Guidelines § 15162 and 15163.

WHEREAS, the addendum provides a comparison of the current proposal and the approved project that was studied in the 2001 MND and focuses on new environmental effects, specifically Greenhouse Gas Emissions, which have been added to the CEQA Guidelines since the 2001 MND was adopted.

WHEREAS, the Planning Commission has held a public hearing at which it received and considered oral and written testimony on the Addendum to the previously adopted Mitigated Negative Declaration No. 01-09 (MND) for the proposed project, the Addendum and MND documents are incorporated by reference in this resolution; and

WHEREAS, the Planning Commission has held a duly noticed public hearing and received and reviewed written and oral comments related to the Project; and

WHEREAS, the Planning Commission finds after due study and deliberation that the applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this Resolution as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit or live in this development in particular.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF OXNARD:

SECTION 1. Based on the entire record before the Planning Commission and all written and oral evidence presented, including the Special Use Permit Staff Report and all attachments thereto, the Planning Commission finds:

**1. The proposed use is in conformance with the General Plan and other adopted policies of the City of Oxnard.**

As described in the Staff Report, a portion of the existing ground floor credit union and multi-tenant office building (2151 East Gonzales Road) would be converted to allow for the construction of a donut/coffee shop with a drive-through. The Project has a zoning designation of Business Research Park (BRP) which is consistent with the 2030 General Plan land use designation of Business Research Park. As discussed

in detail in the Planning Commission Staff Report Sections 6) b, c, d, and e, the Project, as designed and conditioned, meets all applicable development standards. Therefore, the proposed project is in compliance with the 2030 General Plan and other adopted policies of the City of Oxnard and meets this Finding.

- 2. The nature, condition and development of adjacent uses, buildings and structures shall be considered, and no proposed modification to a Special Use Permit shall be granted if the approval body finds such use will adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare.**

As described in the Staff Report, pursuant to the 2030 General Plan land use designation “Business Research Park” and the “Business Research Park” zoning district, the proposed use of the project site as a drive-through donut/coffee shop, is an allowed use, subject to a Modification to the existing Special Use Permit. The surrounding uses are characterized by commercial uses, which are predominantly medical offices and facilities, and a self-service station and convenience store. Construction activities, anticipated uses, and development design will be subject to standard construction requirements of the Building, Fire, and Traffic Codes. Therefore, the proposed use and improvements, as conditioned, will not adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare.

- 3. The site that is subject to the Special Use Permit shall be adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping, and items which may be required by Section 16-532 (Conditions).**

As described in the Staff Report, the project as designed and conditioned meets the development standards of the Business Research Park (BRP) zone as described above in Finding Section 1(1). The project consists of mostly interior tenant improvements and conversion of existing floor area with no expansion to the existing building and physical change to the exterior. While there is shared access with the property to the north at 1901 Outlet Center Drive, there is no formal shared parking agreement and reduction in the required on-site parking is being requested. As detailed in the Staff report and attached parking study, the provided parking and drive-thru queuing is sufficient for the proposed donut/coffee shop, and thus the site is sufficient to accommodate the required parking. As such, the subject site is adequate in terms of size and as developed the development meets or exceeds City’s design standards.

- 4. The site that is subject to the Special Use Permit shall be served by highways adequate in width and improved as necessary to carry the kind and quantity of traffic such use will generate.**

As described in the Staff Report, the existing development on the project site includes a multi-tenant commercial office building. The project site includes two existing driveways for access from Gonzales Road and Outlet Center Drive that will be used for the proposed project. The existing driveway access would provide adequate access to the site and would allow for adequate circulation around the site. The project site

has shared access with the adjacent property located to the north. The City finds that the proposed project, as conditioned, and in the context of the documentation provided (parking study and drive-through management plan) and reviewed demonstrate that there is sufficient vehicle queue and parking capacity. The project has been conditioned and has provided a Drive-Thru Queue Management Plan that identifies how the internal circulation of the site shall be managed, back-ups are avoided, and conflicting turning movements are to be avoided with the introduction of the new donut/coffee shop business operations. Therefore, the site has sufficient access to streets and highways that are adequate in size and existing intersections adjacent to the project site will operate at acceptable levels of service.

**5. The site that is subject to the Special Use Permit shall be provided with adequate sewerage, water, fire protection and storm drainage facilities.**

As described in the Staff Report, the existing development on the project site includes a multi-tenant commercial office building. The proposed project includes the renovation and tenant improvement of the existing office building. The proposed project includes the construction and conversion of 1,419 square feet of existing tenant space into a donut/coffee shop (Dunkin Donuts) and the conversion of one existing drive-thru lane. The proposed Project improvements have been found to be consistent with anticipated development for this site. Furthermore, the Project will be served by existing City of Oxnard water and sewer mains and adequate Fire Protection will be provided as determined by the Development Advisory Committee. In accordance with the Stormwater Quality Conditions of this Resolution, the Project's design will comply with stormwater control measures as required by the Los Angeles Regional Water Quality Control Board's municipal separate storm sewer system ("MS4") permit. The Project is consistent with the level of development identified under the General Plan and Oxnard City Code, and therefore are within the anticipated level of development. The project is not anticipated to result in any significant impacts to utilities and public services. Therefore, the site for the proposed use will be provided with adequate sewage, water, fire protection and storm drainage facilities.

SECTION 2. In accordance with Section 15164(b) of the California Environmental Quality Act (CEQA) Guidelines a lead agency shall prepare an Addendum to a previously certified EIR or Negative Declaration if some changes or additions are necessary but none of the conditions described in section 15162 calling for preparation of a subsequent EIR or Negative Declaration have occurred. An addendum to Mitigated Negative Declaration No. 01-09 was prepared to analyze potentially significant adverse environmental effects of the proposed project. The addendum provides a comparison of the current proposal and the approved project that was studied in the 2001 MND and focuses on new environmental effects, specifically Greenhouse Gas Emissions, which have been added to the CEQA Guidelines since the 2001 MND was adopted. The addendum did not identify any areas of concern as potentially being affected. Therefore, the Planning Commission has determined that the proposed project would not create new significant environmental effects or a substantial increase in the severity of significant effects previously identified in the 2001 Final IS-MND

SECTION 3. Based on the findings set forth herein and the Staff Report and all attachments

thereto, the Planning Commission hereby approves Planning and Zoning Permit No. 22-550-01 (Major Modification to Special Use Permit), subject to the attached conditions of approval.

SECTION 4. The decision of the Planning Commission shall be final unless an appeal of the action is filed in accordance with the provisions of Section 16-545 of the Oxnard City Code.

SECTION 5. The Secretary shall certify the adoption of this Resolution.

## CONDITIONS OF APPROVAL

Note: The abbreviations below identify the City department or division responsible for determining compliance with these standard conditions. The first department or division listed has responsibility for compliance at plan check, the second during inspection and the third at final inspection, prior to issuance of a certificate of occupancy, or at a later date, as specified in the condition. If more than one department or division is listed, the first will check the plans or inspect the project before the second confirms compliance with the condition. The italicized code at the end of each condition provides internal information on the source of each condition: Some are standard permit conditions (e.g. *G-1*) while some are taken from environmental documents (e.g. *MND-S2*).

| DEPARTMENTS AND DIVISIONS |                                 |    |                       |
|---------------------------|---------------------------------|----|-----------------------|
| CA                        | City Attorney                   | PL | Planning              |
| DS                        | Dev Services/Eng Dev/Inspectors | TR | Traffic               |
| PD                        | Police                          | B  | Building Plan Checker |
| SC                        | Source Control                  | FD | Fire                  |
| PK                        | Landscape Design                | CE | Code Enforcement      |

## GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, *G-1*).
2. This permit is granted for the plans dated July 6, 2023, (“the plans”) on file with the Planning Division. The Project shall conform to the plans, except as otherwise specified in these conditions, or unless a Minor Modification to the plans is approved by the Planning and Environmental Services Manager (“Planning Manager”) or a Major Modification to the plans is approved by the Planning Commission. A Minor Modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A Major Modification shall be required for substantial changes or increases in such items (PL, *G-2*).
3. All required off-site and on-site improvements for the project, including structures, paving, and landscaping, shall be completed prior to occupancy unless the Development Services Manager allows Developer to provide security, or an executed agreement approved by the City Attorney to ensure completion of such improvements. (DS, *G-4*)
4. By commencing any activity related to the Project or using any structure authorized by this permit, Applicant accepts all of the conditions and obligations imposed by this permit



and waives any challenge to the validity of the conditions and obligations stated therein (CA, G-5).

5. Applicant agrees, as a condition of adoption of this resolution, at Applicant's own expense, to indemnify, defend and hold harmless the City and its agents, officers and employees from and against any claim, action or proceeding to attack, review, set aside, void or annul the approval of the resolution or any condition attached thereto or any proceedings, acts or determinations taken, done or made prior to the approval of such resolution that were part of the approval process (CA, G-6).
6. Any covenants, conditions, and restrictions (CC&Rs) applicable to the Project property shall be consistent with the terms of this permit and the City Code. If there is a conflict between the CC&Rs and the City Code or this permit, the City Code or this permit shall prevail (CA, G-7).
7. Applicant shall complete the "Notice of Land Use Restrictions and Conditions" form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, Applicant shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager (PL, G-8).
8. Developer shall provide off-street parking for the project, including the number of spaces, stall size, paving, striping, location, and access, as required by the City Code except as modified by the Administrative Parking Relief granted by the Planning Commission. (PL/B, G-9).
9. Before placing or constructing any signs on the Project property, Applicant shall obtain a sign permit from the City. Except as provided in the sign permit, Applicant may not change any signs on the Project property (PL/B, G-10).
10. Developer shall obtain a building permit for any new construction or modifications to structures, including interior modifications, authorized by this permit. (B, G-11)
11. Developer shall not permit any combustible refuse or other flammable materials to be burned on the project property. (FD, G-12)
12. Developer shall not permit any materials classified as flammable, combustible, radioactive, carcinogenic or otherwise potentially hazardous to human health to be handled, stored or used on the project property, except as provided in a permit issued by the Fire Chief. (FD, G-13)
13. If Developer, owner or tenant fails to comply with any of the conditions of this permit, the Developer, owner or tenant shall be subject to a civil fine pursuant to the City Code. (CA, G-14)
14. Prior to issuance of building permits, Developer shall correct all violations of the City Code existing on the project property for which the Code Compliance Division has open cases. (PL, G-15).

## **PLANNING DIVISION CONDITIONS**

15. Developer shall mitigate air quality emissions associated with development of the subject site through a contribution to the City's Transportation Demand Management (TDM) program. Such fee shall be calculated at the time of building permit issuance in accordance with the Ventura County Air Quality Assessment Guidelines, as amended. Such fee shall be collected in full prior to building permit issuance. (MND, C-9)
16. Developer shall remove any and all graffiti from the project premises within 24 hours of its appearance. The surface of such affected areas shall be matched to blend in with the underlying colors and/or design, and shall not look like a paint patch.
17. Before the City issues building permits, Developer shall provide a Graffiti Deterrent Plan, subject to the approval of the Planning Manager. Such plan shall include such elements as clear film on windows and/or mirrors, as well as washable paint and sealers on the building and perimeter walls. (PL)
18. Applicant shall screen, to the satisfaction of the Planning Manager, any HVAC equipment visible from the public right-of-way. Screening plants shall be consistent with other species on the property and a minimum size of five gallons. (PL)
19. Prior to building permit issuance, the developer shall provide a public improvement plan which identifies, and includes, city fiber optic network infrastructure. This connection shall be established by installing fiber optic conduit to the project's frontage according to city specifications. The fiber optic network infrastructure must be included in the project's master utility plans and installed prior to the granting of a certificate of occupancy.
20. Where pedestrian walkways cross drive-through lanes, signage shall be provided to alert vehicles of the pedestrian crossing. Signage shall include the language, "Pedestrian Crossing", or other language approved by the Community Development Director. Each sign shall not exceed 5 feet in height or a sign area of two (2) square feet, and shall not include any advertising or business identification.
21. Design measures to avoid vehicle and pedestrian/bicycle conflicts shall be maintained. Direct pedestrian entry through the front of the building shall be maintained from streets and sidewalks to the building entrance. Well-articulated pedestrian routes and zones shall be maintained on the site, linking building entrances and parking areas. Drive-through lanes should be maintained to minimize conflicts with pedestrian walkways, bicycle routes, and paths of travel. Drive-through lanes that obstruct a pedestrian pathway between parking areas or sidewalks and entries into the building shall maintain a pedestrian crossing that is delineated by landscaping, striping, curbing, and raised or decorative paving to separate pedestrian and vehicular access and circulation to the satisfaction of the Community Development Director.
22. The location of drive-through facilities in relation to the building, including the location of the pick-up windows, stacking lane, and vehicle access, shall be oriented in a manner such that headlight glare is not directed towards oncoming traffic on public streets, or is to be

screened with landscaping, berms, walls or other means to the satisfaction of the Community Development Director.

23. The drive-through may operate 24 hours per day but the speaker box shall be equipped with an automatic volume control. The design of the drive-up audio system shall control and minimize the volume of the system to comply with the City's Noise Regulations in order to control unnecessary, excessive and annoying noises which could be detrimental to the public health and welfare to the satisfaction of the Community Development Director.
24. Prior to the issuance of a Building Permit, the Applicant/Operator is to submit a final Drive-Thru Queue Management Plan that identifies how the internal circulation of the site shall be managed, back-ups are avoided, and conflicting turning movements are to be avoided with the introduction of the new drive-through use. The plan should describe solutions that are available through personnel, technology and/or temporary and permanent barriers as described in the plan dated October 8, 2022. For instance, the Applicant may propose using roving staff with mobile ordering devices when the drive-through exceeds the designed capacity. Prior to the issuance of a Certificate of Occupancy, the Community Development and Public Works Departments shall approve the final Drive-Thru Queue Management Plan.
25. After implementation of the Drive-Thru Queue Management Plan, and upon the determination of the Community Development or Public Works Departments that the plan created for the drive-through use is not functioning effectively, or upon any future modification or expansion, the plan shall be comprehensively re-evaluated by the Community Development and Public Works Departments. This re-evaluation work effort shall be accompanied by a filing fee determined by the Community Development Director and Public Works Director to address staff review time by Community Development and Public Works staff.
26. All dining establishments with cooking operations shall implement best management practices to minimize the potential release of food processing facility odors and smoke outside the building as could be detected at the property line. Such best practices could include changing operating practices, improving maintenance of cooking equipment, installing odor control equipment, and/or upgrading venting systems to control unnecessary, excessive and annoying odors or smoke which in the judgment of the City of Oxnard or the Ventura County Air Pollution Control District is determined to be a public nuisance or to be detrimental to the public health and welfare.
27. No alcohol use of any type is approved as a part of this action. A separate alcohol use request must receive a Special Use Permit approved by the City and Alcohol Beverage Control prior to inauguration of the use.
28. Developer shall repair and/or replace any existing broken or damaged sidewalk, curb gutter or asphalt paving adjacent to property due to the construction of the Project, as directed by the City Inspector. (DS)
29. Developer shall construct a waste enclosure, with a roof and level concrete pad for the storage of the required containers out of view of the public street. Developer shall provide

a concrete apron in front of the enclosure to facilitate proper servicing. Enclosure gates must be constructed to allow eight (8) feet of clear space to allow passage of the City issued containers. (DS)

30. Prior to issuance of demolition permits for any structure on the site, Developer shall provide evidence of notifying the Air Pollution Control District of such demolition. Demolition and/or renovation activities shall be conducted in compliance with APCD regularities regarding Asbestos (Rule 63.7).
31. During construction, Developer shall post and maintain onsite signs, in highly visible areas, restricting all vehicular traffic to 15 miles per hour or less.
32. During periods of high winds (i.e. wind speed sufficient to cause fugitive dust to impact adjacent properties), Developer shall cease all clearing, grading, earth moving, and excavation operations to prevent fugitive dust from being a nuisance or creating a hazard, either onsite or offsite.
33. Prior to grading permit approval, Developer shall include on the grading plans a reproduction of all conditions of this permit pertaining to dust control requirements. (PL)
34. In the event that any historic or prehistoric cultural resources are discovered, work in the vicinity of the find shall be halted immediately. A City approved archeologist shall be retained to evaluate the discovery and determine the necessary mitigations for successful compliance with all applicable regulations. Developer or its successor in interest shall be responsible for paying all salaries, fees and the cost of any future mitigation resulting from the survey.
35. A master sign program for the center, including drive-through signage, must be approved and associated drive-through signage must be installed prior to the issuance of a certificate of occupancy for the project site. The drive-through signage (i.e. directional signage and menu boards) must be installed and maintained in compliance with the approved master sign program (i.e. the location, dimensions, color, letter style, letter height, and sign type of all signs to be installed in conjunction with the drive-through use) for as long as the drive-through will be in operation. The master sign program is to be reviewed and approved by the Director.
36. Plans submitted by Developer with building permit applications shall show on the building elevation sheets all exterior building materials and colors, including product and finish manufacturer name, color name and number, and surface finish type (such as: stucco with sand finish, plaster with smooth finish) to be used in construction. (PL/B, PL-1)
37. Any application for a Minor Modification to the project shall be accompanied by four copies of plans reflecting the requested modification, together with applicable processing fees. (PL, PL-2)
38. Before the City issues building permits, Developer shall include a reproduction of all conditions of this permit as adopted by Resolution of the Community Development

Director in all sets of construction documents and specifications for the project. (PL, PL-3)

39. Before the City issues building permits, Developer shall provide to the Planning Manager color photographic reductions (8 1/2" by 11") of full-size colored elevations and any other colored exhibit approved by the Community Development Director. Developer may retain the full-size colored elevations after the reductions are so provided. (PL, PL-4)
40. Developer acknowledges that because of population limitations placed on the City by the Air Quality Management Program, approval of this permit does not guarantee that the City will issue building permits. The City's issuance of building permits may be delayed as a result of implementation of an air quality plan. (PL, PL-5)
41. Developer may not modify any use approved by this permit unless the Planning Division Manager determines that Developer has provided the parking required by the City Code for the modified use. (PL, PL-7)
42. Project on-site lighting shall be of a type and in a location that does not constitute a hazard to vehicular traffic, either on private property or on adjoining streets. To prevent damage from vehicles, standards in parking areas shall be mounted on reinforced concrete pedestals or otherwise protected. Developer shall recess or conceal under-canopy lighting elements so as not to be directly visible from a public street. Developer shall submit a lighting plan showing standard heights and light materials for design review and approval of the Planning Division Manager. (PL/B, PL-8)
43. In order to minimize light and glare on the project property, all parking lot and exterior structure light fixtures shall be high cut-off type that divert lighting downward onto the property and shall not cast light on any adjacent property or roadway. (PL, PL-9)
44. During construction, Developer shall water the area to be graded or excavated prior to commencement of grading or excavation operations. Such application of water shall be at least twice per day and shall penetrate sufficiently to minimize fugitive dust during grading activities. (B/DS, PL-11)
45. During construction, Developer shall control dust by the following activities:
  - a. All trucks hauling graded or excavated material offsite shall be required to cover their loads as required by California Vehicle Code section 23114, with special attention to sub sections 23114(b)(2)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads.
  - b. All graded and excavated material, exposed soils areas, and active portions of the construction site, including unpaved onsite roadways, shall be treated to prevent fugitive dust. Treatment shall include, but not necessarily be limited to, periodic watering, application of environmentally-safe soil stabilization materials, and/or roll-compaction as appropriate. Watering shall be done as often as necessary and reclaimed water shall be used whenever possible. (B/DS, PL-12)
46. Developer shall provide for dust control at all times during project property preparation

and construction activities. (B/DS, PL-13)

47. Developer agrees to participate in a water conservation program that includes refitting water fixtures existing on the project property with water conserving devices within residences or businesses in the City's water service area, if such a program is in effect when building permits are issued for this project. Among the requirements of such a program might be refitting existing toilets, faucets, shower heads, landscaping irrigation or other fixtures and items that consume water within the structure. (PL, PL-14)
48. Because of water limitations placed upon the City by its water providers, approval of this permit does not guarantee that the City will issue building permits. Issuance of building permits may be delayed as a result of implementation of a water conservation or allocation plan. (PL, PL-15)
49. Prior to issuance of building permits, Developer shall pay a document imaging fee for the planning files in an amount calculated by planning staff at the time of building permit review based on fees then in effect. (PL/B, PL-16).
50. Developer shall recess or screen roof heating and cooling systems and other exterior mechanical equipment from adjoining property and public streets, as required by this permit. Plumbing vents, ducts and other appurtenances protruding from the roof of structures shall be placed so that they will not be visible from the front of the property or other major public vantage points. Developer shall include a note on the construction plumbing drawings of exterior elevations to indicate to contractors that roof features shall be grouped and located in the described manner. Roof vents shall be shown on construction drawings and painted to match roof material color. (PL/B, PL-41)
51. Developer shall install all roof and building drainpipes and downspouts inside building elements. These items shall not be visible on any exterior building elevations. (PL, PL-42)
52. For any exterior utility meter panels, Developer shall paint such panels to match the structure upon which it is located. Such panels shall be located to take advantage of screening (e.g. landscaping or other building elements) from public right-of-ways, to the maximum extent feasible. (PL, PL-43)
53. Developer shall stripe loading zones placed partly or wholly within a structure for loading and unloading activities only and post to prohibit storage or other non-loading activity within the loading zone. (PL/B, PL-49)
54. Pursuant to the City Zoning Code Section 16-140, the proposed order board and other related structures shall be located no less than 5 feet from the side property line.
55. Pursuant to the City Zoning Code Section 7-185 (Exterior Sound Standards), the order boards or other project related items shall not exceed the maximum allowable exterior noise levels for commercial (60 dBA) areas, pursuant to OCC Section 7-185.
56. Pursuant to the City Zoning Code Section 16-623 (Schedule of Bicycle Parking



Requirements), Developer shall install additional bicycle racks for a total of five spaces on the project site located near the front entrance of the CBC Federal Credit Union building. The design and location of the bicycle racks shall be submitted for review and approval by the Planning Manager in consultation with the City Traffic Engineer.

## **POLICE DEPARTMENT CONDITIONS**

57. A condition of approval requires compliance with the Outdoor Lighting Code & Guideline
  - a. Outdoor lighting shall comply with Title 24, Part 6, of the California Code of Regulations: California's Energy Efficiency Standards for Residential and Nonresidential Buildings.
  - b. Unless approved as a specific exception to this guideline, all outdoor lighting shall be flat lens, full cut-off fixtures with the light source fully shielded with the exceptions:
    - i. Luminaires with a maximum output of 260 lumens per fixture, regardless of number of bulbs (equal to one 20-watt incandescent light), may be left unshielded provided the fixture has an opaque top to keep light from shining directly up.
    - ii. Luminaires with a maximum output of 1,000 lumens per fixture, regardless of number of bulbs (equal to one 60-watt incandescent light) may be partially shielded provided the bulb is not visible, and the fixture has an opaque to keep light from shining directly up.
  - c. Oxnard City Code 16-320: Lighting within physical limits of the area required to be lighted shall not exceed seven foot-candles, nor be less than one foot-candle at any point. A light source shall not shine upon, or illuminate directly any surface other than the area required to be lighted. No lighting shall be of a type or in a location that constitutes a hazard to vehicular traffic, either on private property or on the abutting streets. The height of light standards shall not exceed 26 feet. To prevent damage from automobiles, standards shall be mounted on reinforced concrete pedestals or otherwise protected.
58. Exterior lighting of the site including parking areas shall be between 1 and 7-foot candles and shall be in harmony with existing adjacent lighting scheme.
59. All exterior lighting shall operate from dusk to dawn.
60. All exterior LED lighting shall be of a similar nature and spectrum (3,000K to 20,000K Correlated Color Temperature).
61. Lighting instruments shall be full cut-off and installed so that light does not directly illuminate property outside the project site. Instruments shall not create glare for motorists or pedestrians.
62. Outdoor lighting instruments shall not be placed in close proximity of parking lot trees. In the event outdoor lighting instruments and trees are in close proximity an additional sheet will be required illustrating light and tree placement showing trees with a 20-year maturity.

63. Port Cocheres shall be illuminated between 15 and 30 foot-candles with a gradual drop off transition to adjacent parking/walking areas having illumination of 4 to 7 foot-candles.
64. Drive through aisles may be illuminated between 7 and 20 foot-candles with a gradual drop off transition to adjacent parking/walking areas having illumination of 4 to 7 foot-candles.

#### **Security Camera Systems – Businesses**

65. Security cameras shall be installed and operated 24 hours a day to monitor the business. The camera system shall comply with these minimum standards:
  - a) Cameras and supporting equipment shall supply digital color images under normal lighting conditions. Greyscale images are expected for infra-red lighting.
  - b) Cameras shall be made by a reputable manufacturer and maintained to current industry standards.
  - c) Cameras shall have low light capability and able to identify persons conducting transactions or entering the business.
  - d) The video system shall utilize a Digital Video Recorder (DVR). VHS and other formats are prohibited.
  - e) The video system shall allow recording, live viewing and playback of recorded video for a period of a period of at least 30 days.
  - f) Recorded images shall bear a date and time stamp that cannot be altered.
  - g) Camera installations shall cover areas open to the general public and where cash or other assets are maintained.
  - h) Cameras in domed casings are highly encouraged as their area of focus is not easily determined by a casual observer.
  - i) A camera shall be installed at to monitor all persons entering the premises from each exterior doorway. The camera shall be mounted 7-feet above the floor and shall be adjusted to capture images of the head and shoulders of all who enter.

#### **Alarms**

66. Any intrusion alarm system installed at the site shall utilize technology to differentiate between human and non-human motion. The alarm system shall be compliant with Oxnard City Code 11-95 through 11-100.

### **DEVELOPMENT SERVICES DIVISION CONDITIONS**

67. Developer shall pay plan check and processing fees in effect at the time of construction plan submittal and shall pay development fees, encroachment permit fees, and other applicable fees in effect at permit issuance. (DS-1)
68. Developer shall install on site and off site electric, cable, telephone and similar utility service laterals underground in accordance with City ordinances in effect at the time City issues a building permit. Services shall be installed underground to the nearest suitable riser pole as determined by the appropriate utility service provider. (DS-12)

69. Developer shall remove graffiti from the project, including graffiti on offsite public infrastructure under construction by Developer, within 24 hours of its appearance. If Developer fails to remove graffiti in accordance with this condition, the City may at the discretion of the City Engineer issue a stop work order until such time as the graffiti is removed. (DS-20)
70. The conditions of this resolution shall prevail over all omissions, conflicting notations, specifications, dimensions, typical sections, and the like, that may or may not be shown on the improvement plans. (DS-21)
71. Developer shall pay the cost of all inspections of on site and off site improvements. (DS-22)
72. Developer shall be responsible for all project related actions of Developer's employees, contractors, subcontractors, and agents until City accepts the improvements. (DS-23)
73. Developer shall install City approved backflow prevention devices for water connections if so ordered by the City Engineer. (DS-45)
74. Developer shall install bike racks in accordance with City standards at locations approved by City Traffic Engineer. (TR-73)
75. Developer shall construct a new water meter and new sewer lateral to serve the restaurant. (DS).
76. The new sewer lateral serving the food preparation area must be connected to a grease interceptor. After the grease interceptor, the new sewer lateral may join the existing primary sewer lateral that serves the existing building. (DS)
77. Developer shall verify that the existing primary sewer lateral is adequate to serve the existing building with the additional restaurant component. If proven insufficient, the existing primary lateral must be upgraded to current standards. (DS)
78. The project shall comply with the latest California Building Code disabled access requirements for Americans with Disabilities Act (ADA). (DS)
79. The improvement plans shall show the exhaust hood from the kitchen will not interfere with or affect the second floor and exterior walkway outside of the building. The design is subject to the review and approval of the City Building Official. (DS)
80. Developer shall construct an additional trash enclosure to supplement the existing, meeting City standards to store trash, recycle, and organics. Storing multiple bins in each compartment and shuffling them around is not an acceptable design. The design of the trash enclosure shall accommodate all of the required bins without the need to shuffle them. All site refuse bins shall be stored in an approved enclosure. No objects other than refuse bins may be stored in the enclosure without the written permission of the Environmental Resources Division. (DS)

81. The trash enclosure shall be constructed with a reinforced concrete apron along the entire length of the trash enclosure opening that extends a minimum of 15-feet from the face of the enclosure. The floor and a loading/service pad of the trash enclosure to be substantially level (2% max slope). (DS)
82. Developer shall execute a shared-use agreement prior to building permit issuance if the trash enclosure serves other establishments aside from the project. (DS)
83. Developer shall construct a trash enclosure with a solid non-combustible roof (8-foot minimum clearance and matching existing design) that prevents stormwater from entering the refuse bins. Developer shall construct all other components of the trash enclosure in accordance with the approved City Standard Plan on file with the Building and Engineering Division. Developer shall finish the trash enclosure to match the major design elements of the main structure subject to approval by the Planning Division. The location and configuration of the enclosure shall be approved by the Environmental Resources Division. (DS)
84. The project shall install a grease interceptor unless directed otherwise by the City of Oxnard Public Works Department. If a grease interceptor is installed, a hose bib shall be installed outside of the trash enclosure, and a traffic-rated drain shall be installed inside the enclosure to capture all enclosure wash water. This drain shall connect to the onsite grease interceptor. (DS)
85. If the proposed site improvements result in the alteration of 5,000 square feet or more of impervious area, the project will be required to provide stormwater mitigations as a redevelopment project. Developer shall design project to minimize degradation of stormwater quality by complying with the applicable sections of the Los Angeles Regional Water Quality Control Board's municipal separate storm sewer system ("MS4") permit (Order R4-2010-0108 including all revisions) for a redevelopment project. Developer shall submit stormwater quality calculations and associated construction plans demonstrating compliance with the MS4 permit. Calculations shall generally be organized to follow the steps outlined in Chapter 2 of the 2011 Technical Guidance Manual for Stormwater Control Measures. (DS)
86. Prior to issuance of grading, building or demolition permit and prior to commencement of any clearing, grading or excavation, Developer shall prepare a Local Stormwater Pollution Prevention Plan ("Local SWPPP"). The Local SWPPP shall be developed and implemented in accordance with the requirements of the Ventura Countywide MS4 Permit. The Local SWPPP shall be approved by the City Engineer prior to issuance of a site improvement/grading permit. Developer shall keep the Local SWPPP updated to reflect current site conditions and a copy of the Local SWPPP shall be kept onsite and available for City or designated representative to review upon request. (DS)
87. As directed by the Public Works Stormwater Division, Developer shall install two connected pipe screen full capture trash devices from United Stormwater to the catch

basins S17-304 and S17-301 on the corner of Gonzales Road and Outlet Center Drive. (DS)

## **TRAFFIC DIVISION CONDITIONS**

88. Developer shall incorporate details on the engineering plans showing directional signs and pavement markings that will assist and direct motorists through both drive-through lanes. (TR)
89. Show the car queuing design for the drive-through lanes in the engineering improvement plans for the Traffic Division to review. (TR)
90. Developer shall comply and implement the recommendations described in the parking prepared for the CBC Federal Credit Union Office Building project by Associated Transportation Engineers (ATE) dated January 4, 2023. (TR)

## **ENVIRONMENTAL RESOURCES DIVISION**

91. This property is required to comply with state mandated diversion laws (AB 939, AB 341, AB 1826, SB 1383, AB 827) and must make provisions to manage three material streams (recycling, organics, trash) in any waste enclosure(s) constructed.
92. To ensure that solid waste generated by the project is diverted from the landfill and reduced, reused or recycled, Developer shall complete and submit a “Environmental Resources Division Construction and Demolition Waste Management Plan” (“C&D Plan”) to the City for review and approval. The C&D Plan shall provide that at least 65% of the waste generated on the project be diverted from the landfill. The C&D Plan shall include the entire project area, even if tenants are pursuing or will pursue independent programs. The C&D Plan shall be submitted to and approved by the Environmental Resources Division prior to issuance of a building permit. The C&D Plan shall include the following information: material type to be recycled, reused, salvaged or disposed; estimated quantities to be processed; management method used; destination of material including the hauler name and facility location. Developer shall use the appropriate C&D Plan form as defined by the Environmental Resources Division.
93. Developer shall follow the approved “Environmental Resources Division Construction and Demolition Waste Management Plan” and provide for the collection, recycling, and/or reuse of materials (i.e., concrete, wood, metal, cardboard, green waste, etc.) and document results during construction and/or demolition of the proposed project. After completion of project activity, Developer shall complete and submit the “Environmental Resources Division Construction and Demolition Waste Management Report” (“C&D Report”) and provide legible copies of weight tickets, receipts, or invoices for materials sent to disposal or reuse/recycling facilities. For other discarded or salvaged materials, Developer shall provide documentation, on the disposal facility’s letterhead, identifying where the materials were taken, type of materials, and tons or cubic yards disposed, recycled or reused, and the project generating the discarded materials. Developer shall submit and obtain approval of the C&D Report prior to issuance of a certificate of occupancy.

94. Developer shall arrange for materials collection during construction, demolition, and occupancy with the City's Environmental Resources Division or Developer shall arrange for self-hauling.
95. An Occupancy Plan must be submitted and approved prior to issuance of a certificate of occupancy. The Occupancy Plan must clearly state how recyclable and organic material, as appropriate, will be managed on site to be in compliance with applicable state laws AB 939, AB 341, AB 1826, SB 1383, AB 827); how restaurant staff will participate in the program; and how customers will be altered to the presence of recycling on site and how contamination will be minimized. The Occupancy Plan must include what service provider(s) will manage/transport materials to appropriate facilities for processing and/or disposal.
96. Per AB 827, public areas that provide waste collection to customers must have an equitable distribution of containers for recycling, organics and trash that are easily accessible. This requirement does not apply to restrooms.
97. This property is required to adhere to applicable solid waste management ordinances, including future ordinance creation and/or revisions.
98. Any landscaping maintenance resulting in organic material needing disposal, if performed in-house or via third party, must not be placed in the trash. All organic materials are required to be diverted from landfill disposal. Any third-party contract/service agreement must stipulate this requirement and be verified through the Environmental Resources Division.
99. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a matter approved by the City Engineer.
100. Any new or renovated waste enclosure must be made of CMU Walls with a roof. The enclosure must be fully enclosed with a metal mesh between the CMU Walls and the roof.

## **FIRE DEPARTMENT CONDITIONS**

101. Before the City issues building permits, Developer shall obtain the Fire Chief's approval of a plan to ensure fire equipment access and the availability of water for fire combat operations to all areas of the project property. The Fire Chief shall determine whether or not the plan provides adequate fire protection. (FD/DS, F-3)
102. All structures on the project property shall conform to the minimum standards prescribed in Title 19 of the California Code of Regulations. (FD, F-5)
103. The project shall meet the minimum requirements of the "Fire Protection Planning Guide" published by the Fire Department. (FD, F-6)
104. At all times during construction, Developer shall maintain paved surfaces capable of handling loads of 76,000 pounds which will provide access for firefighting apparatus to all parts of the project property. (FD/DS, F-7)



105. Developer shall identify all hydrants and fire protection equipment on the project property as required by the Fire Chief. (FD, F-8)
106. Developer shall provide central station monitoring of the fire sprinkler system and all control valves. (FD, F-10)
107. The turning radius of all project property driveways and turnaround areas used for emergency access shall be approved by the City Traffic Engineering Department. (FD, F-11)
108. Developer shall provide automatic fire sprinklers as required by the City Code and shall contact the Fire Chief to ascertain the location of all connections. (FD, F-12)
109. Developer shall install in each structure in the project an alarm system with a central station monitor that will automatically notify the Fire Department in the event of a fire in the structure. The alarm system shall include a UL or State Fire Marshal approved device, which shall not exceed design specifications, that reports the location of the fire and provides floor by floor water flow monitoring and allows the central station monitor to inform the Fire Department. (FD, F-13)
110. All signalized intersections shall be equipped with pre-emption equipment. (FD/TR, F15)
111. Developer shall comply with Certified Unified Program Agency (CUPA) requirements regarding the storage, handling and generation of hazardous materials or waste. Prior to the issuance of building permits, Developer shall contact the CUPA division of the Fire Department to ensure that such requirements are followed. (FD, F-16)
112. All landscape on project property will coordinate with the fire protection features, to prevent access problems to fire protection features.
113. Fire hydrants shall be operational and accessible at all times. No parking, storage or staging of equipment/supplies shall be located within 15 feet on either side of fire hydrants. Prior to final inspection, blue reflective hydrant location markers shall be placed on the access roads in accordance with Fire Department standards.
114. Fire sprinkler coverage is required for:
  - a. Patios, overhangs or any other projections that are 48" or more from the structure.
  - b. Open areas beneath stairs that serve a habitable space or when that area is accessible for storage or has mechanical equipment.
  - c. The protection of the forced air unit when located in the attic or other areas that are normally inaccessible.
115. Before the city issues a certificate of occupancy, the developer shall install Knox key vaults at a location to be determined by the Fire Department.

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Oxnard on this 6th day of July 2023.

---

Ronald Arruejo, Chair

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held on the 6th day of July 2023, and carried by the following vote:

AYES: Commissioner(s):

NOES: Commissioner(s):

ABSENT: Commissioner(s):

ABSTAIN: Commissioner(s):

RECUSED: Commissioner(s):

---

Joe Pearson II, Secretary

**NELSON COMIS KETTLE & KINNEY** LLP  
ATTORNEYS AT LAW

Maria L. Capritto<sup>✉</sup>  
Keith H. Fichtelman<sup>^</sup>  
Keri S. Kettle<sup>+</sup>  
Stuart G. Nielson  
William E. Winfield<sup>◊</sup>

5811 Olivas Park Drive, Suite 202  
Ventura, CA 93003  
(805) 604-4100 (Tel)  
(805) 604-4150 (Fax)  
[www.calattys.com](http://www.calattys.com)

Stuart A. Comis, *Retired*  
Kerry M. Kinney, *Retired*  
Donna A. Laurent, *Retired*  
Mark A. Nelson, *Retired*  
Sylvia Soto, *Retired*

Sender's Email: [snielson@calattys.com](mailto:snielson@calattys.com)  
Direct Dial: (805) 604-4107

✉ Certified Specialist Estate Planning, Trust & Probate Law  
^ Licensed in California, New York, and England & Wales (Solicitor)  
+ Certified Specialist Family Law  
California State Bar Board of Legal Specialization  
◊ Board Certified-Business Bankruptcy Law  
American Board of Certification

March 7, 2023

**VIA U.S. MAIL AND EMAIL ([planning@oxnard.org](mailto:planning@oxnard.org))**

City of Oxnard Planning Commission  
214 South C Street  
Oxnard, CA 93030

Re: Project Name: Dunkin Donuts Major Modification  
Planning and Zoning Permit No. 22-550-1 (Major Modification to SUP No. 00-05-142)  
Property Located at 2151 E. Gonzalez Rd. (APN 213-0-090-115)

Dear Honorable Members of the Oxnard Planning Commission,

This firm represents Palms Medical Plaza Owners' Association ("Palms Association"), which is comprised of the owners of the medical office units located within the Palms Medical Plaza building located at 1901 Outlet Center Drive, Oxnard, California. This property is located immediately adjacent and to the north of the CBC Federal Credit Union property that is the subject of the above-referenced Major Modification application.

Palms Association and its members are very concerned about the potential impacts of the proposed project upon the existing uses and activities conducted at the Palms Medical Plaza property and therefore respectfully request that the Planning Commission deny the application.

The Palms Medical Plaza property and the CBC Federal Credit Union property share an entrance off of Outlet Center Drive. As depicted in the enclosed aerial photo of the properties, the traffic circulation for the proposed project would result in vehicles entering through this shared entrance from Outlet Center Drive and then travelling through the parking lot past the main entrance to the Palms Medical Plaza building towards the drive-thru.

The conversion of the existing banking drive-thru to a Dunkin Donuts drive-thru would result in a very substantial increase in the amount of traffic travelling this course. It is not difficult to imagine a line of cars backed up through the parking lot on many mornings and at other times of the day. And when there is not a lineup of cars, it is similarly not difficult to imagine cars travelling at excessive speeds towards the drive-thru entrance without being completely mindful of pedestrians walking through the parking lot.

The increased traffic through what is already a very tight traffic and parking situation presents significant safety concerns. Many of the patients who visit the Palms Medical Plaza property for medical treatments are elderly,

and many patients enter the building using walkers or are in wheelchairs. The increased traffic near the entrance to the medical building would present a serious hazard to these individuals and to others walking through the parking lot to and from the building entrance.

It is important to note that the Palms Medical Plaza property has an easement for parking purposes over the portion of the parking lot located in the northeast corner of the CBC Federal Credit Union property. A copy of the recorded Easement Agreement is enclosed for your reference, with the location of the dedicated parking spaces being shown on Exhibit "C" of the document. These spaces are located immediately adjacent to the shared entrance off of Outlet Center Drive and are also among the spaces located closest to the Palms Medical Plaza building entrance. The use of these spaces will be particularly impacted by the increased traffic circulation resulting from the proposed project, which would significantly undermine the existing easement rights.

For these reasons, Palms Association and its members are strongly opposed to the proposed project. The subject property is not an appropriate location for the project given the associated safety concerns and its impacts upon the long-established medical uses at the Palms Medical Plaza property.

We greatly appreciate your consideration of these concerns as you review this project.

Very truly yours,

NELSON COMIS KETTLE & KINNEY LLP



Stuart G. Nielson

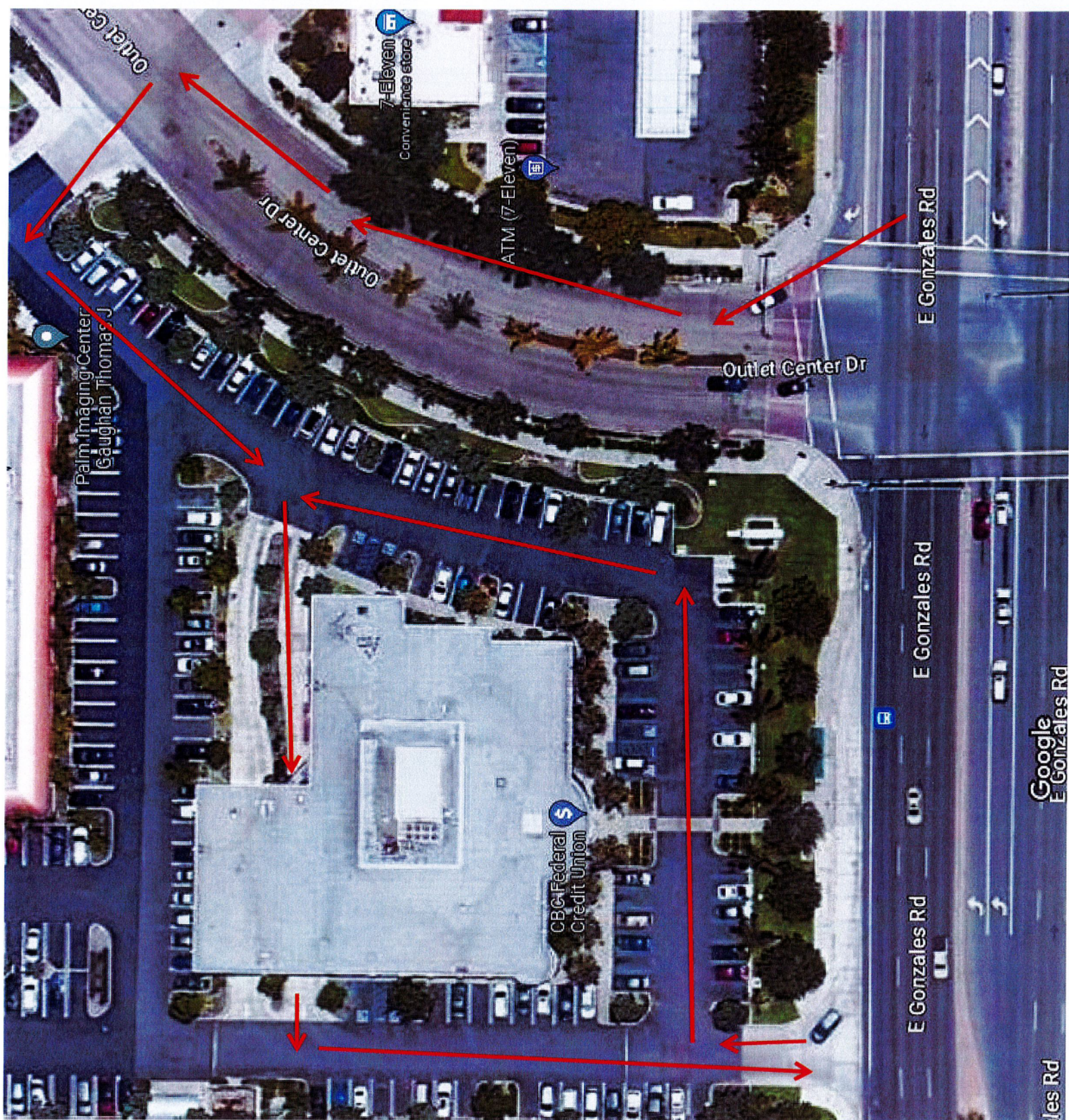
Enclosures

cc: Palms Medical Plaza Owners' Association

**ATTACHMENT A**

**AERIAL PHOTO DEPICTING TRAFFIC CIRCULATION OF PROPOSED PROJECT**







**ATTACHMENT B**

**COPY OF EASEMENT AGREEMENT FOR PARKING ON SUBJECT PROPERTY**

COMMUNITY LSC FILE 00.

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

THOMAS E. NEUHAUS  
Attorney at Law  
P.O. Box 5504  
Oxnard, CA 93031-5504

4150047-8

20040210-0031730  
Pages: 10 Fees: \$34.00  
02/10/2004 08:00:00 AM  
T20040011715 PJ  
Ventura County Recorder  
Philip J. Schmit

### EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is made and entered into as of this 24 day of January, 2004, by and between CBC FEDERAL CREDIT UNION ("Grantor") and ONTARIO GATEWAY BUSINESS CENTER, LLC, a California Limited Liability Company ("Grantee").

#### Section 1. Recitals.

A. This Agreement is made in connection with a Real Property Purchase Agreement between Grantor, as Seller, and Grantee, as Buyer, by the terms of which Grantor has agreed to sell to Grantee, and Grantee has agreed to purchase from Grantor, the parcel of real property described in Exhibit "A" hereto. Pursuant to said Purchase Agreement Grantee is the owner of that certain parcel of real property located in the City of Oxnard, County of Ventura, more particularly described in Exhibit "A" attached hereto ("Dominant Estate").

B. Grantor is the owner of that certain parcel of real property located in the City of Oxnard, County of Ventura, and more particularly described in Exhibit "B" attached hereto ("Servient Estate"), commonly known as 2151 Gonzales Road, Oxnard, California.

C. In connection with the sale by Grantor to Grantee of the Dominant Estate, Grantor desires to grant to Grantee, and Grantee desires to acquire from Grantor, a non-exclusive easement on a portion of the Servient Estate for parking purposes, as provided herein.

#### Section 2. Grant of Easement.

A. Grantor hereby grants to Grantee a nonexclusive, permanent and perpetual (subject to Section 7 below) easement for the use of the specific portion of the Servient Estate as described and depicted in Section 3 and in Exhibit "C" hereto, solely for the purpose of parking and related purposes in accordance with the terms of this Agreement, and for no other purpose or use whatsoever. Notwithstanding the foregoing, Grantee's rights shall include reasonable ingress and egress as necessary for the use and enjoyment of the parking easement granted in this Agreement.

B. Grantee has approved the parking lot design and configuration as existing on the Servient Estate on the date of this Agreement, including that

portion constituting the easement granted herein, and accepts same in "as is" condition.

C. In consideration of being granted the Easement described herein, Grantee also is granting to Grantor a parking easement on the parcel of real property purchased by Grantee from Grantor and described in Exhibit "A" hereof, which easement is more completely described in a separate written Easement Agreement of even date herewith.

D. In consideration of being granted the Easement described herein, Grantee covenants and agrees that the proposed parking lot design and configuration for the Dominant Estate, as specified in that certain Easement Agreement of even date herewith by which ONTARIO GATEWAY BUSINESS CENTER, LLC, (as the owner of the Dominant Estate as described herein) is granting to CBCFCU (as the owner of the Servient Estate as described herein) an easement for parking purposes on the parcel described in Exhibit "A" hereto, shall not be changed by Grantee, or his successors, without the prior, express, written consent of Grantor, and in the event of any change by Grantee in the design or configuration of the proposed parking lot for the Dominant Estate without the prior written consent of Grantor, this Easement Agreement, and the grant of easement herein, may be revoked and rescinded by Grantor. In the event of such revocation and rescission Grantor shall record a Notice of Revocation of Easement referencing this right of revocation and rescission.

E. This grant of Easement to Grantee shall entitle Grantee, its employees, tenants, and invitees, to make use of the Easement for non-exclusive parking purposes granted and as described herein.

F. The Easement granted in this Agreement is appurtenant to the Dominant Estate and includes incidental rights reasonably necessary for the use and enjoyment of such easement, provided that Grantee must use reasonable care in exercising all rights under this Agreement and may not unreasonably increase the burden on the Servient Estate. Grantee's rights include reasonable ingress and egress from the Easement Area to and from the Dominant Estate.

Section 3. Description of Parking Easement. The non-exclusive Easement for parking purposes granted by Grantor to Grantee shall be located at the North East corner of the existing parking lot on the parcel described in Exhibit "B" hereto (the Servient Estate). Said easement shall be eighteen (18) feet wide starting at the North East corner of the existing parking area on the Servient Estate and running North Westerly for said 18 feet, and extending sixty-six (66) feet in length South Westerly along the curve of the existing parking lot, as shown in Exhibit "C" hereto (consisting of 10 existing parking spaces).

Section 4. Maintenance and Taxes. Grantor shall, at Grantor's sole cost and expense, maintain, operate and repair, in good condition and free of debris and weeds (including but not limited to, the appurtenant landscaping installed by Grantor and maintenance of such landscaping), the Easement area and all improvements located thereon, provided, however, that any extraordinary cost, fee, fine or other expense incurred as a result of Grantee's use of the Easement

---

area shall be paid by Grantee promptly upon Grantor submitting to Grantee an itemized statement for such extraordinary cost, fee or expense. Grantor shall pay all real property taxes and assessments relating to the Easement area and any improvements thereon.

Section 5. Reserved Rights. Grantor reserves to itself, and its personal representatives, assigns and successors, all rights accruing from its ownership of the Servient Estate and the Easement area, including the right to convey the Servient Estate, subject to this Easement Agreement, the right to use the remainder of the Servient Estate for any purpose whatsoever, subject to Grantee's rights hereunder, and the right to make use of all parking on the Servient Estate, subject to Grantee's rights under this non-exclusive easement.

Section 6. No Fee for Use of Easement. Except for any extraordinary cost, fee, fine or other expense as provided in Section 4, Grantee shall not pay to Grantor, during the term of this Agreement, any annual fee or other fee or amount for the use and maintenance of the easement granted herein.

Section 7. Reversion. In the event that Grantee should cease using the Easement area for parking as described herein, Grantee's rights in the Easement area pursuant to this Agreement, or conveyed to the Grantee by any separate instrument or agreement, including any incidental rights in the Servient Estate associated therewith, shall immediately revert to Grantor and Grantee shall execute such deeds or other documents as Grantor may reasonably request to confirm such reversion. In addition, should Grantee breach the provisions of section 2 B. hereof by altering the design or configuration of the proposed parking area on the Dominant Estate, the Easement granted herein shall revert to Grantor as provided herein.

Section 8. Indemnity and Insurance.

A. Grantee shall indemnify, defend and hold Grantor, its agents, contractors, shareholders, members, Directors, employees, successors and assigns, free and harmless from and against any and all liabilities, penalties, costs, losses, damages, claims, demands, suits, or judgments, of any kind or nature, including, without limitation, all reasonable attorneys fees incurred by Grantor and arising from, or in any way connected with, any such liability, penalty, cost, loss, damage, claim, demand, suit, or judgment, resulting from any act, omission, condition or other matter related to, or occurring on or about, the Servient Estate and in any way related to use of the Easement granted herein by Grantee, or its agents, employees, contractors, partners, tenants, vendors, or invitees, unless due to the negligence of Grantor or any breach of the terms of this Easement Agreement by Grantor.

B. Grantee shall, at Grantee's sole expense, maintain broad form commercial general liability insurance written on an "occurrence" policy form, covering bodily injury, property damage, and personal injury, arising out of or

relating (directly or indirectly) to Grantee's use, occupancy, and operation of the Easement Area or the rights granted to Grantee herein, with policy limits of not less than two million (\$2,000,000.00) dollars. Grantor shall be named by endorsement as an additional insured, as its interest may appear, under such general liability policy. Grantee shall provide a certificate of insurance to Grantor evidencing compliance with the foregoing insurance requirements and providing for not less than 30 days advance written notice to Grantor of cancellation, non-renewal or a material change in such insurance coverage.

Section 9. Compliance with Laws. Grantee's use of the Easement Area shall be in compliance with all applicable laws, rules, regulations, permits, city ordinances and city imposed conditions in effect from time to time during the term of the Easement granted herein.

Section 10. Interest. Any amount payable upon demand by Grantor hereunder which is not paid by Grantee within 10 days of demand for payment by Grantor shall bear interest at the rate of 10% per annum from the date of demand by Grantor until paid to Grantor.

Section 11. Covenants Running with the Land. The rights and obligations contained in this Agreement shall run with the land and inure to, and be for, the benefit of the Grantor and the Grantee, their successors and assigns, and the tenants, subtenants, licensees, contractors, invitees, and mortgagees in possession.

Section 12. Termination of Liability. Whenever a transfer of ownership of either the Dominant Estate or the Servient Estate occurs, the transferor shall not be liable for a breach of this Agreement occurring after such transfer, and a transferee will not be liable for a breach of this Agreement occurring prior to a transfer to such transferee unless such breach is continuing, provided, however, this provision shall not apply to any transfer of only a partial interest in the transferor's interest in either the Dominant Estate or the Servient Estate, nor shall it apply to any transfer to an entity owned or controlled by the transferor.

Section 13. Estoppel Certificates. Upon request by either party, the other party shall, within fifteen (15) days, execute and deliver to the requesting party any document, including an estoppel certificate, which certifies the requesting party's compliance with any obligation of the requesting party contained in this agreement and otherwise evidences the status of this Agreement as may be requested by such party.

Section 14. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, and addressed to the appropriate party as follows:

To Grantor: CBC Federal Credit Union  
ATTENTION: President and CEO  
2151 Gonzales Road  
Oxnard, California, 93036

To Grantee: ONTARIO GATEWAY BUSINESS CENTER, LLC,  
Attention: Moshe Silagi, Managing Member  
101 Hodwick #200  
Wentworth Village CA. 91360

or to such other address as either party may from time to time designate by written notice to the other. Any such notice shall be deemed effective when personally served on the party to whom it is addressed or, if mailed as provided herein, three (3) days after deposit in the U.S. Mail.

Section 15. Recordation. Grantor and Grantee acknowledge and agree that they shall cause this Easement Agreement to be recorded in connection with the close of that certain escrow for the sale and transfer by Grantor to Grantee of the Dominant Estate. This Easement Agreement shall be recorded immediately after the recording of the Grant Deed of the Dominant Estate from Grantor to Grantee and if such Grant Deed is not recorded this Easement Agreement shall not be recorded and shall be of no force or effect.

Section 16. General Provisions.

A. Controlling Law. This agreement shall be governed by, and interpreted in accordance with, California Law. In the event of any legal action to enforce or interpret this Easement Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorneys fees incurred in such action, as determined by the court or arbitrator in such action, in addition to any other damages, costs, or remedies to which such party may be entitled.

B. Severability. If any provision of this Agreement is found by a court or arbitrator of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement shall not be affected thereby.

C. Entire Agreement. This Agreement sets forth the entire agreement of the parties with respect to the easement granted herein, and supersedes all prior agreements, negotiations, discussions, offers, understandings or representations, whether oral or written, relating to the easement described herein.

D. Binding on Successors. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns as covenants running with the Dominant Estate and the Servient Estate.

E. Captions. The captions in this Agreement have been included solely for convenience of reference and are not to be a part of this Agreement and shall have no effect upon its construction or interpretation.



F. Authority. All persons executing this Agreement on behalf of a party warrant that they have full authority to execute this Agreement on behalf of such party.

IN WITNESS WHEREOF, Grantor and Grantee have entered into this Easement Agreement on the day and year first written above.

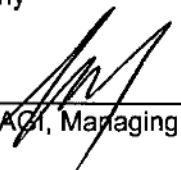
GRANTOR

GRANTEE

CBC FEDERAL CREDIT UNION,  
A federally chartered credit union

ONTARIO GATEWAY BUSINESS  
CENTER, LLC, a California Limited  
Liability Company

By:   
WESLEY Walton, CFO

By:   
MOSHE SILAGI, Managing Member

State of California )  
County of Ventura )

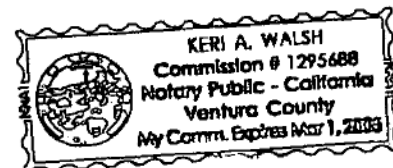
On February 2, 2004, before me,  
Keri A. Walsh, Notary Public,  
personally appeared Wesley Walton

personally known to me (or ~~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 acknowledge to me that ~~he/she/they~~ executed the instrument in ~~his/her/their~~ authorized capacity(ies) and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal



Notary Public



---

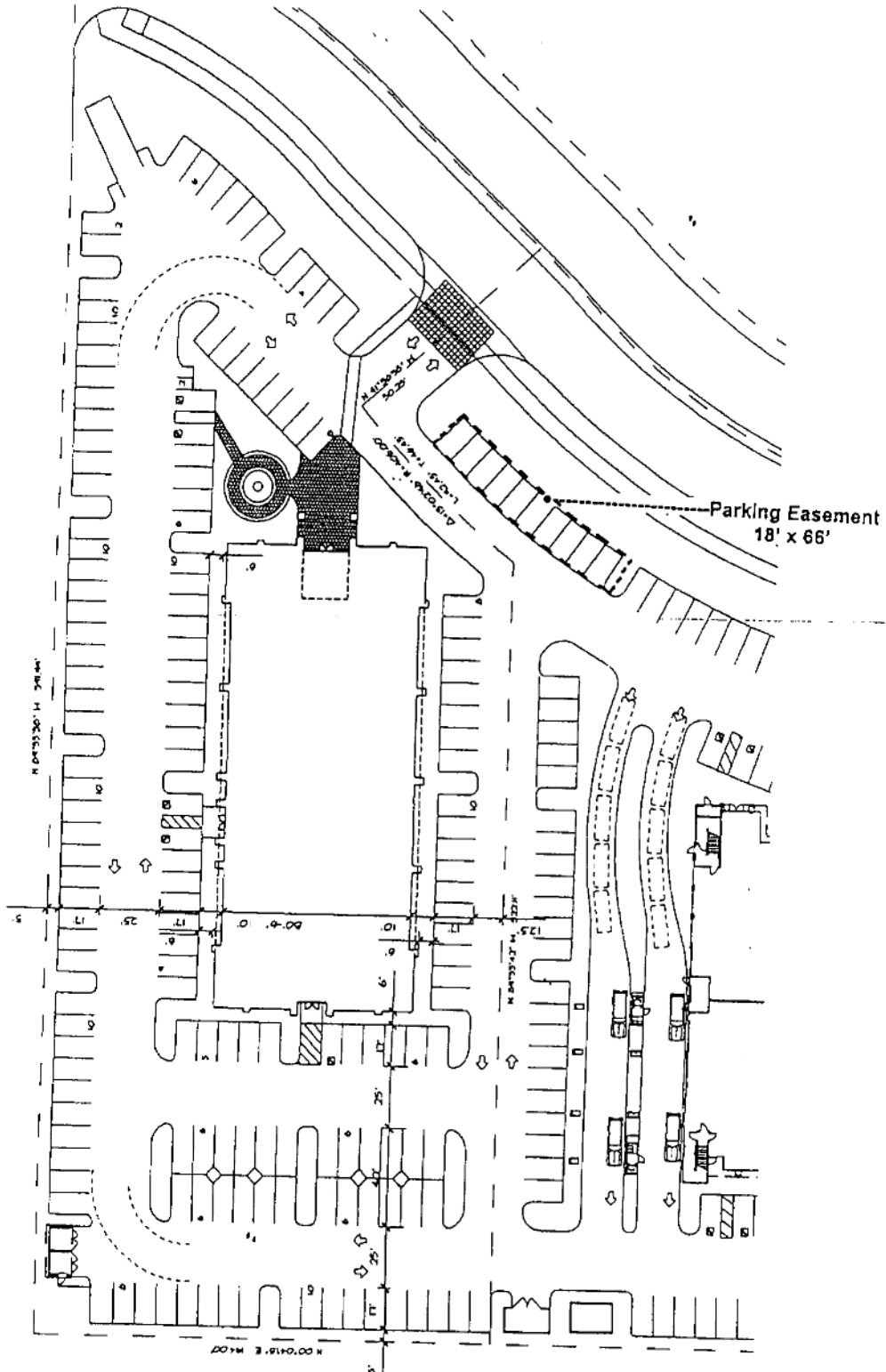
**EXHIBIT "A"**  
**DOMINANT ESTATE**

Parcel B, in the City of Oxnard, County of Ventura, State of California, as shown on a Map filed in Book 61, Pages 21 and 22 of Parcel Maps, in the office of the County recorder of said County.

**EXHIBIT "B"**  
**SERVIENT ESTATE**

Parcel A, in the City of Oxnard, County of Ventura, State of California, as shown on a Map filed in Book 61, Pages 21 and 22 of Parcel Maps, in the office of the County recorder of said County.

EXHIBIT "C"  
TO EASEMENT AGREEMENT



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of VENTURA

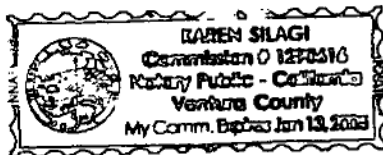
} ss.

On FEBRUARY 2, 2004 before me, KAREN SILAGI, NOTARY PUBLIC  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared MOSE SILAGI

Name(s) of Signer(s)

☒ personally known to me  
☐ 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.

WITNESS my hand and official seal.

Karen Silagi  
Signature of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: EASEMENT AGREEMENT

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer

Signer's Name: \_\_\_\_\_

- ☐ Individual
- ☐ Corporate Officer — Title(s): \_\_\_\_\_
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

# Dunkin Donuts

Planning & Zoning Permit No. 22-550-01  
(Major Modification to Special Use Permit)

Applicant: Daniel Bednar, Federal Credit Union

Lisa Gordon, Contract Planner  
Joe Pearson II, Planning and Environmental Services Manager

Planning Commission  
July 6, 2023





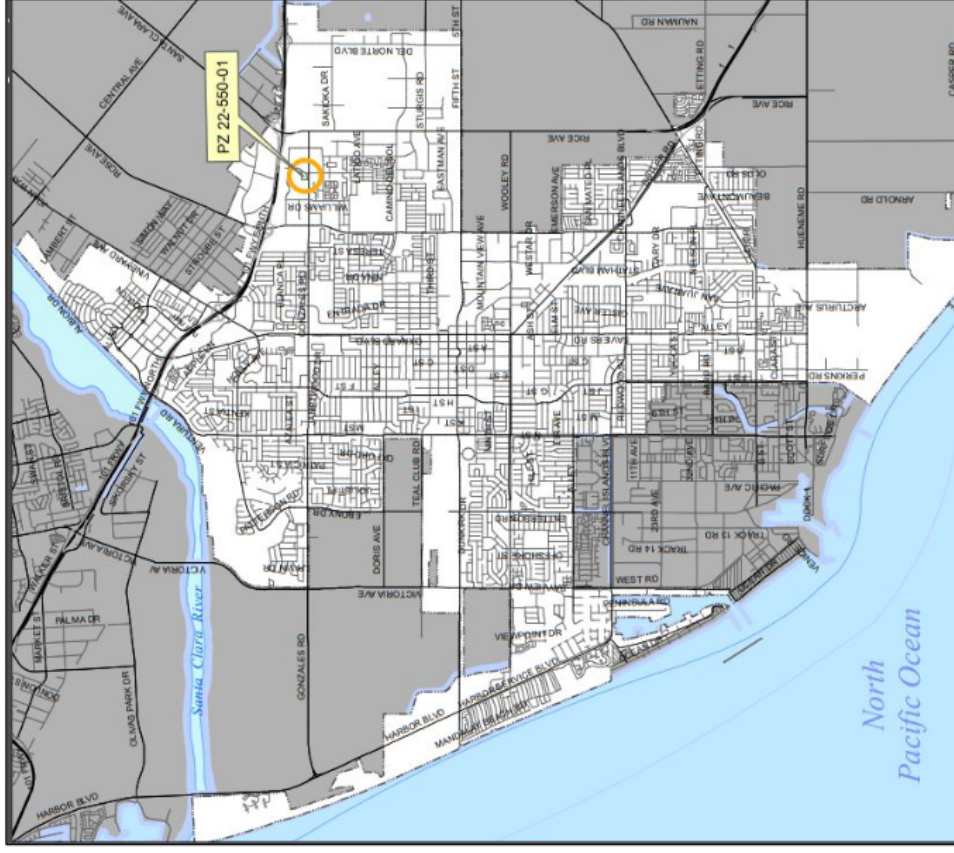
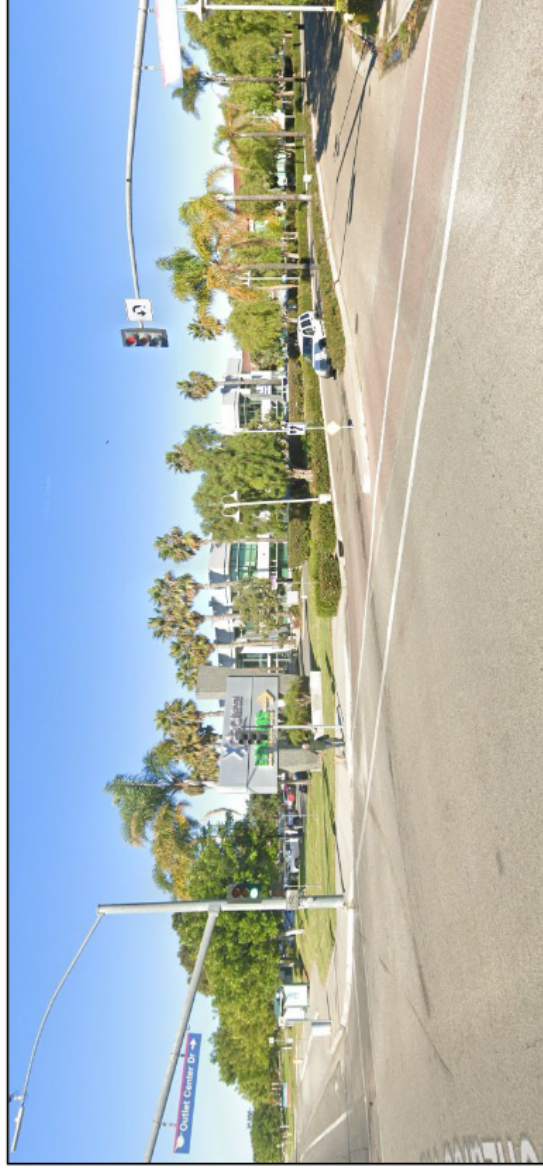
# Project Description

- A request for the following actions:
  - Major Modification (PZ 22-550-01) to Special Use Permit (PZ 00-05-142)
    - Renovation and tenant improvement of an existing 30,647 square foot CBC Credit Union multi-tenant office building
    - Project includes construction and conversion of 1,419 square feet of ground floor tenant space into a donut/coffee shop (Dunkin Donuts)
    - Conversion of one existing drive-thru lane with 8-vehicle capacity
      - Stacking for 3 vehicles between order board and pick-up window and 5 vehicles behind the order board
    - Reduction of required on-site parking spaces from 151 to 129

# Project Location

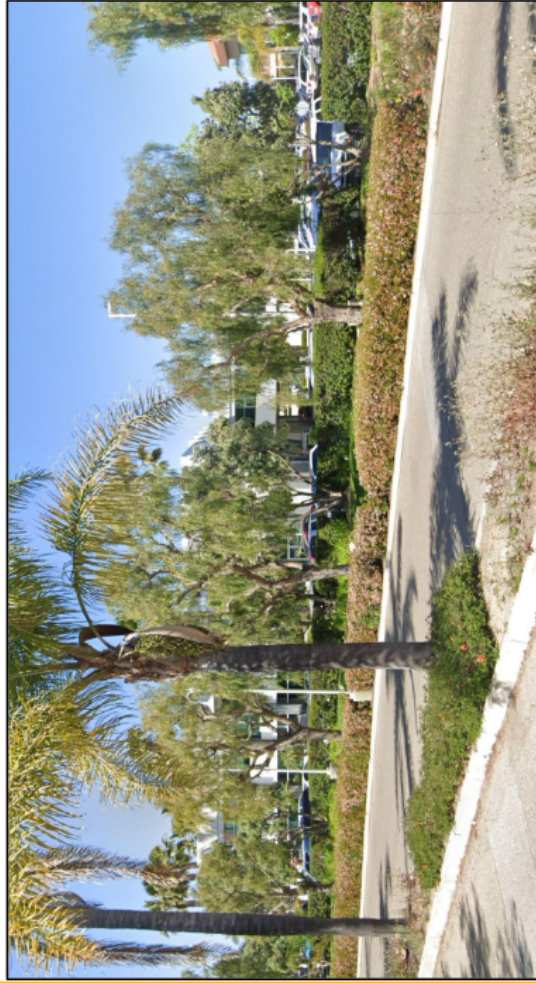
**Project Site:** 2151 E. Gonzales Road

Existing Multi-tenant office building with ground floor credit union and upper floor medical office space.





# Street View



View from Outlet Center Drive looking southwest



View from Gonzales Road looking north

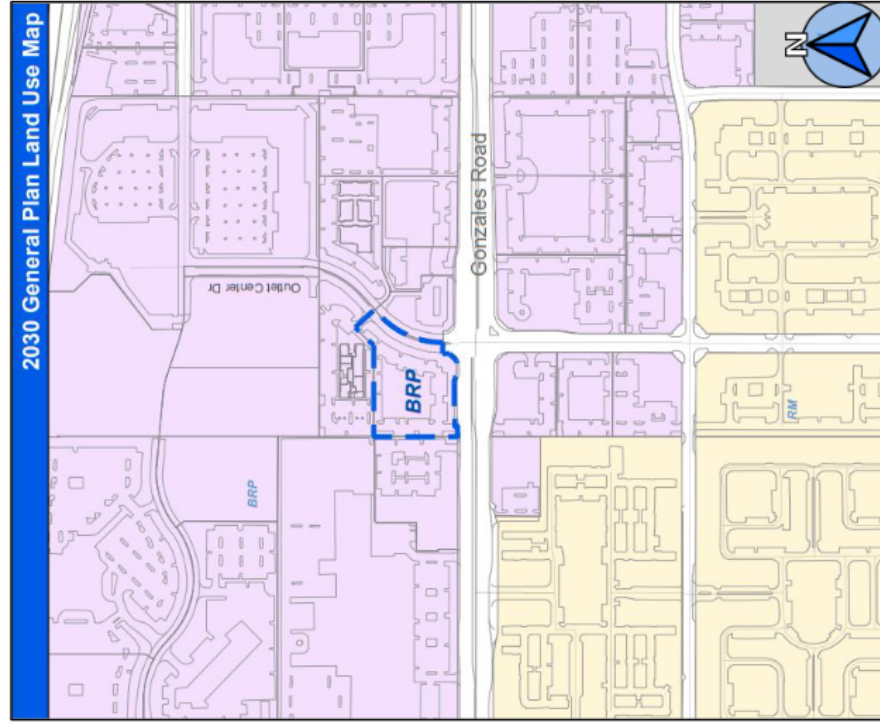
# Surrounding Land Uses



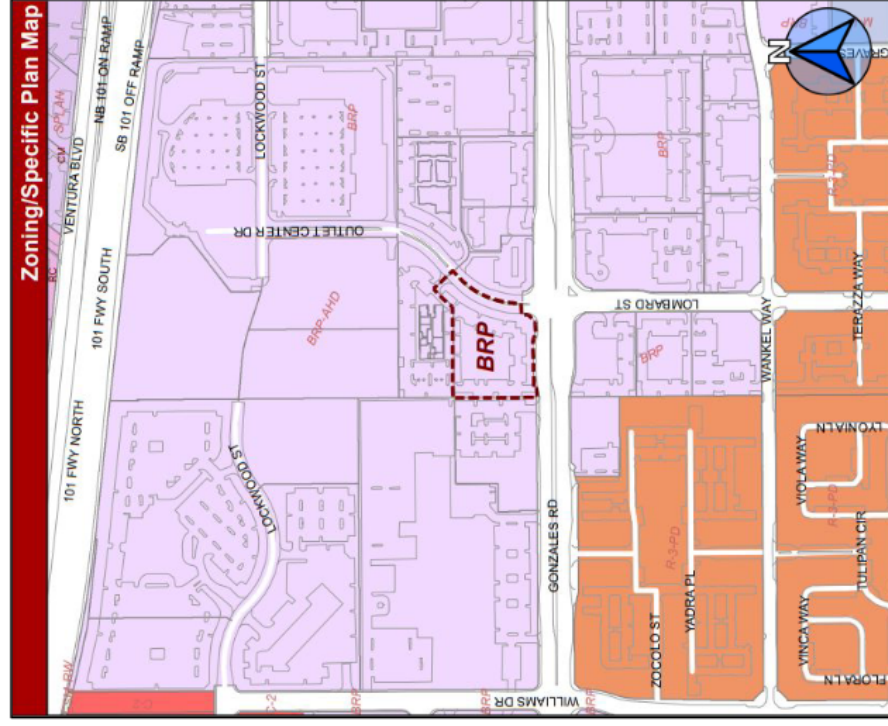
| LOCATION     | ZONING                       | GENERAL PLAN                 | EXISTING LAND USE                                   |
|--------------|------------------------------|------------------------------|-----------------------------------------------------|
| Project Site | Business Research Park (BRP) | Business Research Park (BRP) | Credit Union and mix of general and medical offices |
| North        | Business Research Park (BRP) | Business Research Park (BRP) | Medical offices                                     |
| South        | Business Research Park (BRP) | Business Research Park (BRP) | Medical-Urgent Care                                 |
| East         | Business Research Park (BRP) | Business Research Park (BRP) | Self-Service Station/Convenience store (7-Eleven)   |
| West         | Business Research Park (BRP) | Business Research Park (BRP) | Medical offices (Kaiser Permanente)                 |



# General Plan and Zoning



Business Research Park (BRP)



Business Research Park (BRP)

# Background - Existing Multi-tenant Office Building

- **May 3, 2001:** Planning Commission approved Special Use Permit No. 00-5-142 and adopted Mitigated Negative Declaration No. 01-09 for the construction of a 30,456 square foot building for bank and office uses. To date, there have been no changes to the original development.

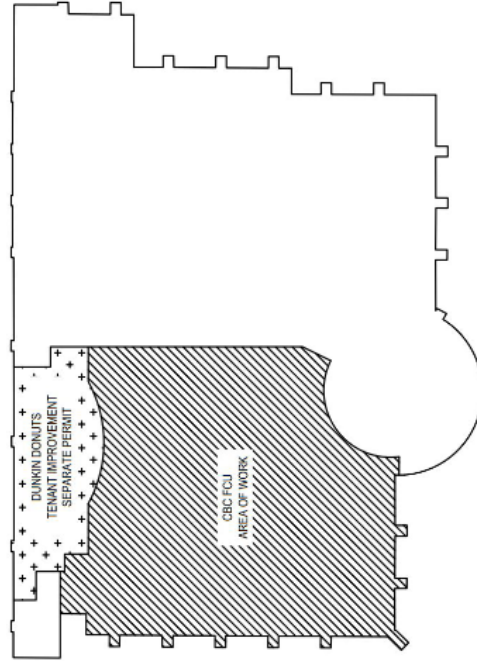


## Conversion of existing drive-through lane

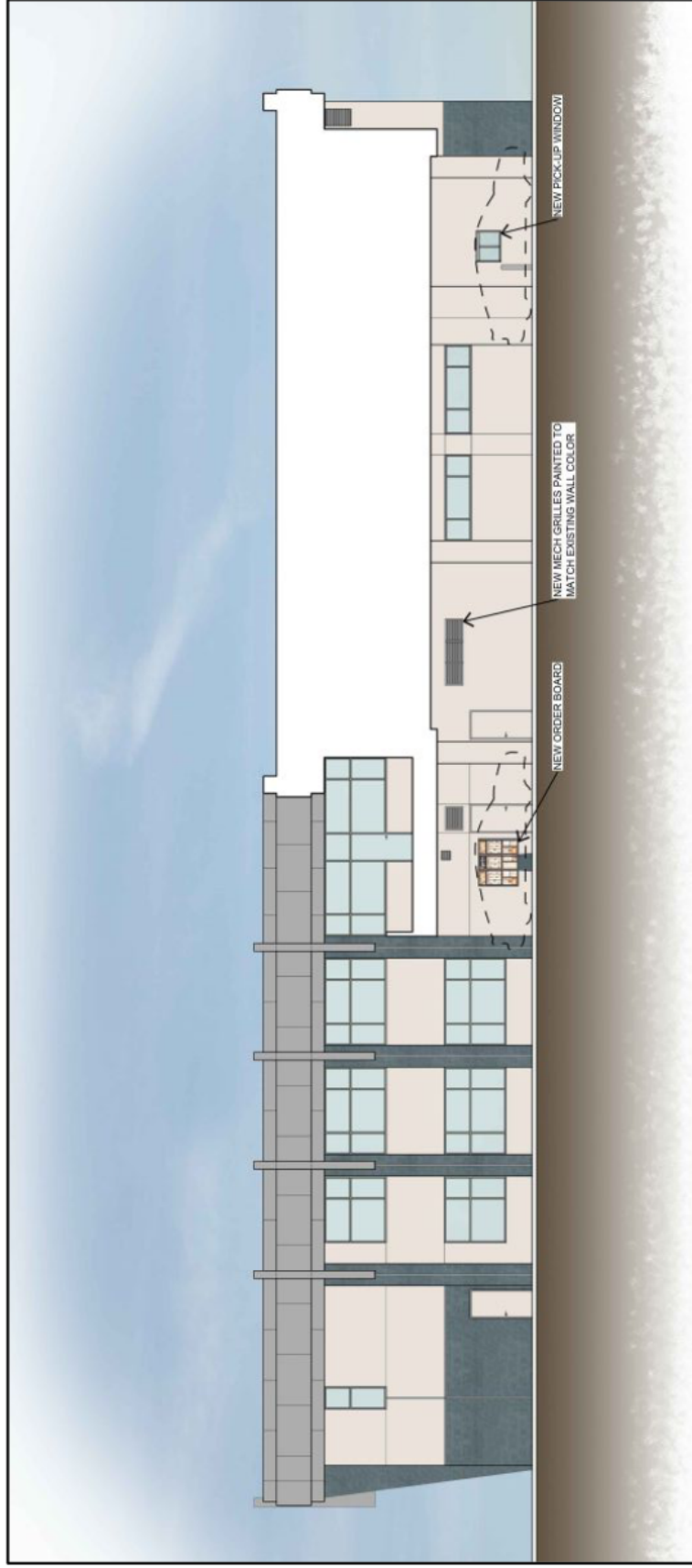


# Proposed Floor Plan-Dunkin Donuts

- Conversion of 1,419 square-feet of existing ground floor tenant space (including 524 SF of shared lobby space).



# Dunkin Donuts Elevations - Rendered



North Elevation-Only Change

# Applicable General Plan Policies

- Many policies are directly or indirectly applicable to the proposed project. Some of the key policies are:
  - Community Development Policy 1.2 - Infill Development
  - Community Development Policy 4.2- Commercial Revitalization and Redevelopment
  - Community Development Policy 5.2 – Compatible Land Use
  - Community Development Policy 15.6- Share of Regional taxable sales
  - Community Development Policy 18.1 - Attract new Business

# Zoning Code Consistency

Project is consistent with:

- BRP Development Standards outlined in the Oxnard City Code.
- The project does not comply with the City Code off-street parking requirement; the applicant requests relief for a reduction to the number of on-site parking spaces.

| DEVELOPMENT STANDARD        | REQUIREMENT     | PROPOSED        | COMPLIES?                            |
|-----------------------------|-----------------|-----------------|--------------------------------------|
| Off street parking (16-622) | 151 auto spaces | 129 auto spaces | Yes, with granting of parking relief |

# Request for Parking Relief-Summary of Parking Data

| TENANT                  | SIZE      | ZONING CODE           | PARKING STUDY               |
|-------------------------|-----------|-----------------------|-----------------------------|
| Credit Union            | 5,878 SF  | 1:250 SF<br>24 spaces | 3.72:1,000 SF<br>22 spaces  |
| General Office          | 16,800 SF | 1:250 SF<br>67 spaces | 2.39:1,000 SF<br>39 spaces  |
| Medical Office          | 6,390 SF  | 1:200 SF<br>32 spaces | 3.23:1,000 SF<br>21 spaces  |
| Dunkin Donuts           | 1,419 SF  | 1:50 SF<br>28 spaces  | 12.52:1,000 SF<br>18 spaces |
| Total Required Parking: |           | 151 spaces            | 100 spaces                  |





# Environmental Review

- In accordance with Section 15164(b) of the California Environmental Quality Act (CEQA) Guidelines, a lead agency shall prepare an Addendum to a previously certified Environmental Impact Report (EIR) or Negative Declaration (ND) if some changes or additions are necessary but none of the conditions described in section 15162 calling for preparation of a subsequent EIR or Negative Declaration have occurred.
- An addendum to Mitigated Negative Declaration No. 01-09 was prepared to analyze potentially significant adverse environmental effects of the proposed project.
- The addendum did not identify any areas of concern as potentially being affected and the project would not create new significant environmental effects or a substantial increase in the severity of significant effects previously identified in the 2001 Final IS-MND.

## Select Recommended Conditions of Approval

- Developer shall pay a contribution to the City's Transportation Demand Management Program (COA #15)
- Drive-through speaker box shall use automatic volume control (COA #23)
- A final Drive-Thru Queue Management Plan shall be submitted prior to building permit issuance that is consistent with the current plan (COA# 24)
- Developer shall comply and implement the recommendations described in the parking study prepared for the project (COA #91)
- Developer shall pay development impact fees (COA #86)

# Public Notice

- Notice of PC hearing was provided:
  - Newspaper,
  - On-site posting; and
  - Mailed to property owners within 300 feet.
- This project is not located within a General Plan designated neighborhood.
- To date, Staff has received one comment letter regarding the proposed project. The letter (from Nelson Comis Kettle & Kinney, LLP representing the Palms Medical Plaza Owners' Association, dated March 7, 2023) includes concerns regarding potential impacts to parking, traffic, and pedestrian circulation. The project is consistent with parking, traffic, and circulation requirements and the information in the letter does not change staff recommendation.

# Staff Recommendation

That the Planning Commission:

- a) Adopt an Addendum to Mitigated Negative Declaration No. 01-09; and
- b) Adopt a resolution 2023-XX approving Planning and Zoning Permit No. 22-550-01 (Major Modification to SUP), subject to certain findings and conditions







RESOLUTION NO. 2023 - XX

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD DENYING PLANNING AND ZONING PERMIT NO. 22-550-01 (MAJOR MODIFICATION TO SPECIAL USE PERMIT) TO ALLOW FOR THE RENOVATION AND TENANT IMPROVEMENT OF AN EXISTING 30,467 SQUARE FOOT MULTI-TENANT OFFICE BUILDING AND THE CONVERSION OF A 1,419 SQUARE-FOOT DONUT/COFFEE SHOP AND THE CONVERSION OF AN EXISTING DRIVE-THROUGH WITH 8-VEHICLE CAPACITY ON A 2.45 ACRE LOT AND RELATED IMPROVEMENTS INCLUDING A ADMINISTRATIVE PARKING RELIEF TO DECREASE THE NUMBER OF REQUIRED PARKING SPACES FROM 151 TO 129, LOCATED AT 2151 EAST GONZALES ROAD (APN: 213-0-090-115), FILED BY DANIEL BEDNAR, VP OF DEVELOPMENT OF CBC FEDERAL CREDIT UNION, 2151 E. GONZALES ROAD, OXNARD, CALIFORNIA 93036, (PROPERTY OWNER).

WHEREAS, on February 17, 2022, Daniel Bednar (“**Property Owner**”) submitted a request to approve Planning and Zoning Permit No. 22–550-01 (Major Modification to Special Use Permit) to permit the renovation and tenant improvement of an existing 30,467 square-foot CBC Credit Union multi-tenant office building. The proposed project includes the construction and conversion of 1,419 square feet of existing ground floor tenant space into a donut/coffee shop (Dunkin Donuts) and the conversion of one existing drive-thru lane with 8-vehicle capacity (stacking for 3 vehicles between the order board and pick-up window and stacking for 5 vehicles behind the order board). In accordance with Section 16-651(B)(4) of the Oxnard City Code (OCC), one modification is being requested: a) a reduction on the number of on-site required parking spaces from 151 to 129, located at 2151 East Gonzales Road (APNs: 213-0-090-115) (the “**Project**”); and

WHEREAS, on July 6, 2023, the Planning Commission of the City of Oxnard (“**Planning Commission**”) conducted a duly noticed public hearing, and received and reviewed all written and oral evidence related to the proposed Project, in accordance with Sections 16-536, 16-561 and 16-651 of the Oxnard City Code (OCC); and

WHEREAS, on July 6, 2023, the Planning Commission also reviewed all of the information provided in the staff report and considered the testimony given at the public hearing, including all written communications to the Planning Commission, as well as other pertinent information; and

WHEREAS, on July 6, 2023, the Planning Commission deliberated the merits of the Project and made a motion of intent to deny the Project, subject to the preparation of a written resolution of denial to be considered at the Planning Commission meeting on August 3, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF OXNARD:

SECTION 1. Based on the entire record before the Planning Commission and all written and oral evidence presented, including the Special Use Permit Staff Report and all attachments

thereto, the Planning Commission finds, that it cannot make the following findings necessary for the proposed Major Modification to a Special Use Permit:

**1. The proposed use is in conformance with the General Plan and other adopted policies of the City of Oxnard.**

The proposed project is not consistent with the General Plan, more specifically, the Zoning Code, as the project site does not include adequate on-site parking and thus requires a reduction in the number of required on-site parking spaces. The project requires 151 spaces for the overall project site. The project site provides 129 on-site parking spaces (which includes 16 drive-thru spaces in two lanes, thus providing 113 actual parking spaces), and therefore requires relief from the parking requirement. The Planning Commission does not support the administrative parking modification, and as a result the Project has a parking deficiency of 22 spaces, per the Oxnard City Code Section 16-622(F). The provided parking study did not present a sufficient locally based justification that the provided 113 spaces are sufficient to provide for the existing use and the proposed fast food restaurant regular onsite parking demand for customers. The provided parking study did not present a sufficient locally based justification that the provided 8 drive-through queue spaces are sufficient. For the reasons stated above, this Finding cannot be met.

**2. The nature, condition and development of adjacent uses, buildings and structures shall be considered, and no proposed modification to a Special Use Permit shall be granted if the approval body finds such use will adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare.**

The proposed Project will adversely affect and be materially detrimental to the adjacent uses, buildings, or structures due to the potential for cars entering into the Project drive-through to back up into the shared driveway. This project site and the adjacent Palms Medical Plaza share access from Town Center Drive via a shared driveway in the northeastern corner of the project site. The driveway leads to a drive aisle around the CBC Federal Credit Union building and the two existing drive through lanes for the building. The project site includes existing parking areas located across the drive aisle (the drive aisle is approximately 26 feet wide) from the building along the eastern side of the lot. The proximity of the parking spaces, and existing drive through lanes have the potential to create conflicts between vehicles and pedestrians. Additionally, the project includes a drive through queue management plan that does not prevent vehicles in the drive through queue from blocking the drive aisles. Furthermore, the request for a modification in the reduction of the number of on-site required parking spaces represents a 14.5 percent reduction in on-site parking, which could potentially result in more vehicle-pedestrian conflicts. Given the implications of a back up at the Town Center driveway on the adjacent building, the Queue Management Plan is not sufficient to address these adverse impacts. As the project cannot reasonably ensure that vehicles will not exceed the queue and bleed into the shared driveway, the Project would create a safety hazard as vehicles backing up will create additional pedestrian conflicts. For the reasons stated above, this Finding cannot be met.

- 3. The site that is subject to the Special Use Permit shall be adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping, and items which may be required by Section 16-532 (Conditions).**

The site is not adequate in size and shape to accommodate the parking facilities required pursuant to the Oxnard City Code. The Planning Commission does not support the administrative parking modification, and as a result the Project has an onsite parking deficiency of 14.5 percent, which is likely to create or significantly aggravate vehicle-pedestrian conflicts. The project site includes existing parking areas located across the drive aisle (the drive aisle is approximately 26 feet wide) from the building along the eastern side of the lot. The proximity of the parking spaces to the existing drive through lanes and the drive through queue is likely to create or significantly aggravate conflicts between vehicles and pedestrians. Additionally, the project includes a drive through queue management plan that does not prevent vehicles in the drive through queue from blocking the drive aisles. For the reasons stated above, this Finding cannot be met.

SECTION 2. Based on the findings set forth above, each of which provides a separate and distinct basis for denial, the Planning Commission hereby denies Planning and Zoning Permit No. 22-550-01 (Major Modification to Special Use Permit) as the Planning Commission is unable to make all of the Findings required by Oxnard City Code Section 16-531 in order to grant a Special Use Permit.

SECTION 3. The proposed project is Statutorily Exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15270 (“Projects Which are Disapproved”) because the proposed Project is denied.

SECTION 4. The decision of the Planning Commission shall be final unless an appeal of the action is filed in accordance with the provisions of Section 16-545 of the Oxnard City Code.

SECTION 5. The Secretary shall certify the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Oxnard on this 3rd day of August 2023.

---

Ronald Arruejo, Chair

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held on the 3rd day of August 2023, and carried by the following vote:

AYES: Commissioner(s):

NOES: Commissioner(s):

ABSENT: Commissioner(s):

ABSTAIN: Commissioner(s):

RECUSED: Commissioner(s):

---

Joe Pearson II, Secretary

# Dunkin Donuts

Planning & Zoning Permit No. 22-550-01  
(Major Modification to Special Use Permit)

Applicant: Daniel Bednar, Federal Credit Union

Jay Dobrowalski, Planning Supervisor  
Joe Pearson II, Planning and Environmental Services Manager

Planning Commission  
August 3, 2023



# Project Description

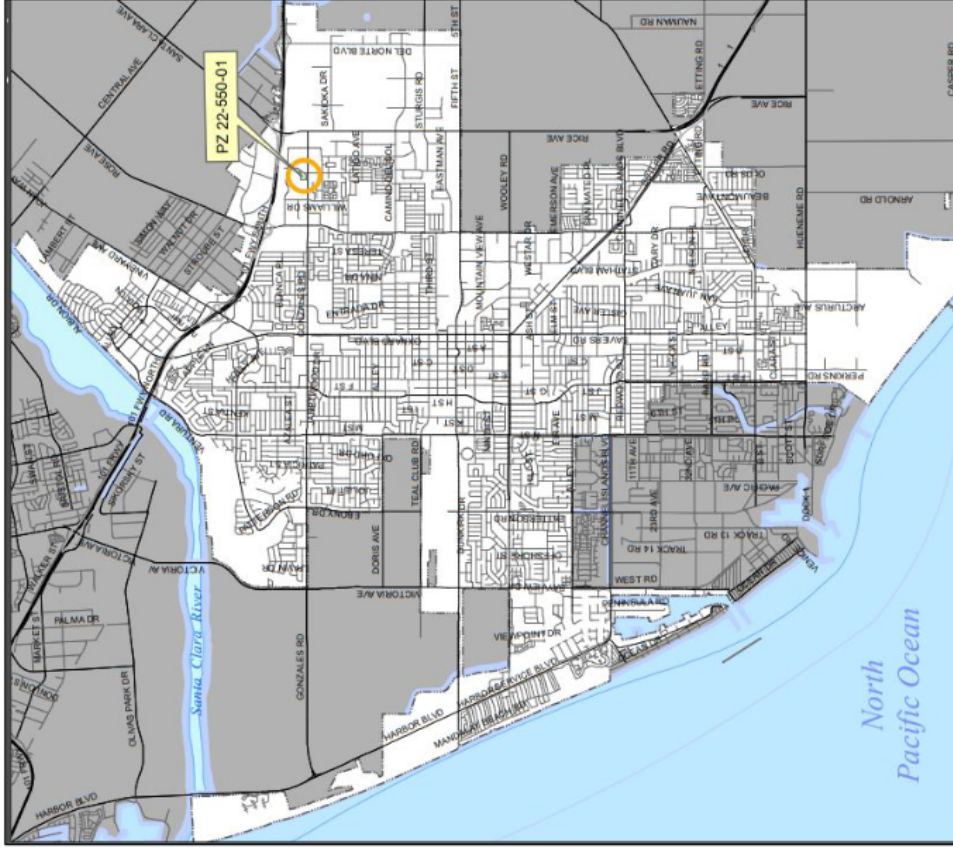
- A request for the following actions:
  - Major Modification (PZ 22-550-01) to Special Use Permit (PZ 00-05-142)
    - Renovation and tenant improvement of an existing 30,647 square foot CBC Credit Union multi-tenant office building
    - Project includes construction and conversion of 1,419 square feet of existing ground floor tenant space into a donut/coffee shop (Dunkin Donuts)
    - Conversion of one existing drive-thru lane with 8-vehicle capacity
      - Stacking for 3 vehicles between order board and pick-up window and 5 vehicles behind the order board
    - Reduction of required on-site parking spaces from 151 to 129



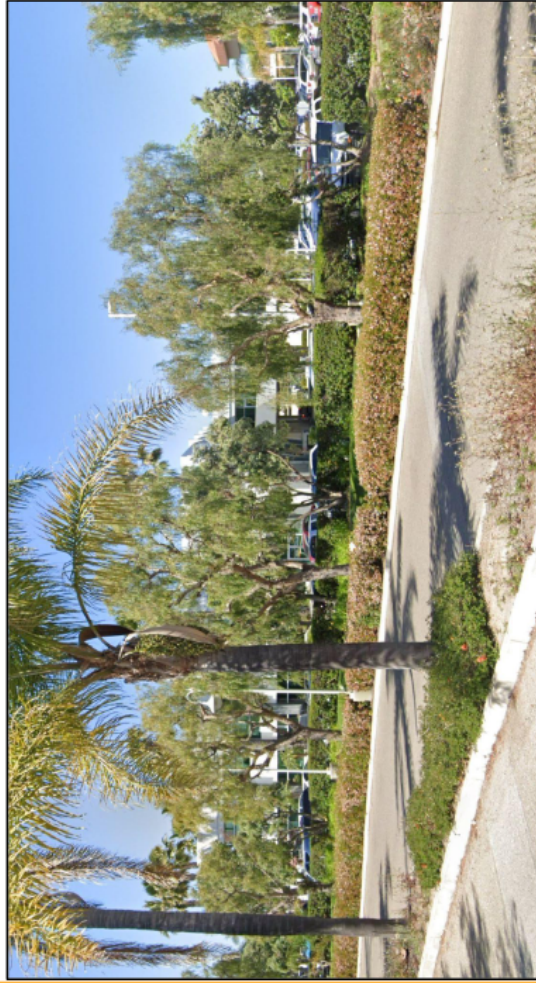
# Project Location

**Project Site:** 2151 E. Gonzales Road

Existing Multi-tenant office building with ground floor credit union and upper floor medical office space.



# Street View



View from Outlet Center Drive looking southwest



View from Gonzales Road looking north

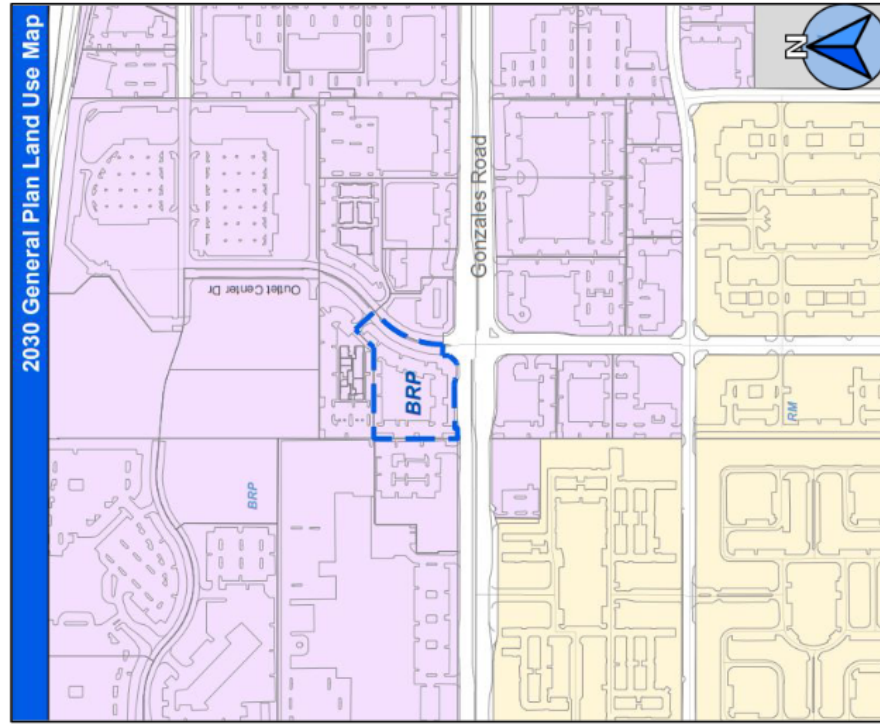


# Surrounding Land Uses

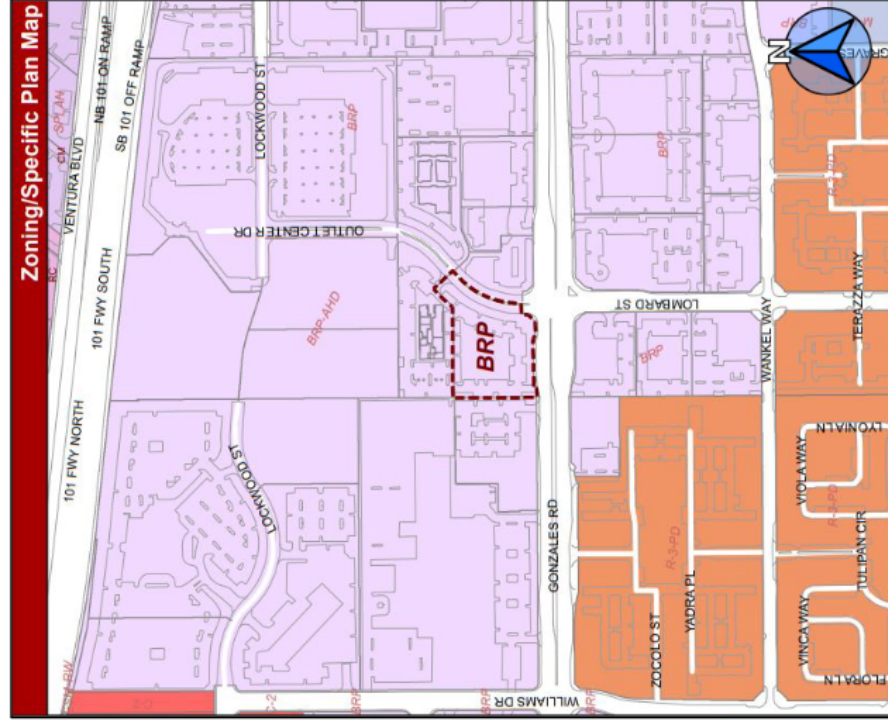


| LOCATION     | ZONING                       | GENERAL PLAN                 | EXISTING LAND USE                                   |
|--------------|------------------------------|------------------------------|-----------------------------------------------------|
| Project Site | Business Research Park (BRP) | Business Research Park (BRP) | Credit Union and mix of general and medical offices |
| North        | Business Research Park (BRP) | Business Research Park (BRP) | Medical offices                                     |
| South        | Business Research Park (BRP) | Business Research Park (BRP) | Medical-Urgent Care                                 |
| East         | Business Research Park (BRP) | Business Research Park (BRP) | Self-Service Station/Convenience store (7-Eleven)   |
| West         | Business Research Park (BRP) | Business Research Park (BRP) | Medical offices (Kaiser Permanente)                 |

# General Plan and Zoning



Business Research Park (BRP)



Business Research Park (BRP)

# Background - Existing Multi-tenant Office Building

- **May 3, 2001:** Planning Commission approved Special Use Permit No. 00-5-142 and adopted Mitigated Negative Declaration No. 01-09 for the construction of a 30,456 square foot building for bank and office uses. To date, there have been no changes to the original development.

# Prior Planning Commission Hearing

- **July 6, 2023:** Planning Commission (with 5 Commissioners present) reviewed and deliberated the merits of the Project. The Planning Commission voted on two motions:
  - Motion to Approve the Project (vote failed 2 to 3, with two Planning Commissioners absent)
  - Motion of Intent to Deny the Project (vote passed 4 to 1, with two Planning Commissioners absent)
- Specifically, the Planning Commission found it could not make the required Findings (Nos. 1, 2, and 3) for the following reasons:
  - Insufficient on-site parking provided (requires 14.5% reduction)
  - Potential to create or significantly aggravate vehicle-pedestrian conflicts
  - Inadequate drive through queue management plan for site circulation
- Planning Commission continued the Project to the hearing on August 3, 2023, to consider a Resolution of Denial.



# Staff Recommendation

## That the Planning Commission:

- a) Find the Project to be Statutorily Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15270 (Projects Which are Disapproved); and
- b) Adopt Resolution 2023-XX denying Planning and Zoning Permit No. 22-550-01 (Major Modification to Special Use Permit), subject the findings.



RESOLUTION NO. 2023 - 28

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 22-550-01 (MAJOR MODIFICATION TO SPECIAL USE PERMIT) TO ALLOW FOR THE RENOVATION AND TENANT IMPROVEMENT OF AN EXISTING 30,467 SQUARE FOOT MULTI-TENANT OFFICE BUILDING AND THE CONVERSION OF A 1,419 SQUARE-FOOT DONUT/COFFEE SHOP AND THE CONVERSION OF AN EXISTING DRIVE-THROUGH WITH 8-VEHICLE CAPACITY ON A 2.45 ACRE LOT AND RELATED IMPROVEMENTS INCLUDING A MODIFICATION IN THE REDUCTION ON THE NUMBER OF ON-SITE REQUIRED PARKING SPACES FROM 151 TO 129 AND CERTIFYING ADDENDUM NO. 1 TO MITIGATED NEGATIVE DECLARATION NO. 01-09, LOCATED AT 2151 EAST GONZALES ROAD (APN: 213-0-090-115) SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY DANIEL BEDNAR, VP OF DEVELOPMENT OF CBC FEDERAL CREDIT UNION, 2151 E. GONZALES ROAD, OXNARD, CALIFORNIA 93036, (PROPERTY OWNER).

WHEREAS, on February 17, 2022, Daniel Bednar (**"Property Owner"**) submitted a request to approve Planning and Zoning Permit No. 22-550-01 (Major Modification to Special Use Permit) to permit the renovation and tenant improvement of an existing 30,467 square-foot CBC Credit Union multi-tenant office building. The proposed project includes the construction and conversion of 1,419 square feet of existing ground floor tenant space into a donut/coffee shop (Dunkin Donuts) and the conversion of one existing drive-thru lane with 8-vehicle capacity (stacking for 3 vehicles between the order board and pick-up window and stacking for 5 vehicles behind the order board). In accordance with Section 16-651(B)(4) of the Oxnard City Code (OCC), one modification is being requested: a) a reduction on the number of on-site required parking spaces from 151 to 129, located at 2151 East Gonzales Road (APNs: 213-0-090-115) (the **"Project"**); and

WHEREAS, Sections 16-536, 16-561 and 16-651 of the OCC authorize the Planning Commission to approve a Special Use Permit; and

WHEREAS, on July 6, 2023, the Planning Commission of the City of Oxnard (**"Planning Commission"**) conducted a duly noticed public hearing, and received and reviewed all written and oral evidence related to the proposed Project, in accordance with Sections 16-536, 16-561 and 16-651 of the Oxnard City Code (OCC); and

WHEREAS, on July 6, 2023, the Planning Commission deliberated the merits of the Project and made a Motion of Intent to Deny the Project, subject to the preparation of a written Resolution of Denial to be considered at the Planning Commission meeting on August 3, 2023; and

WHEREAS, on August 3, 2023, the Planning Commission held a duly noticed public hearing and reviewed all of the information provided in the staff reports and considered the testimony given at the public hearings, including all written communications to the Planning Commission, as well as other pertinent information; and

WHEREAS, the Planning Commission finds, after due study, deliberation and public hearing, that the project meets the criteria set out in Sections 16-536 and 16-651 of the OCC; and

WHEREAS, the Project has been reviewed by the Development Advisory Committee (DAC) and the DAC has prepared conditions of approval that are incorporated within the recommended permits; and

WHEREAS, the Planning Commission finds that the Project conforms to the City of Oxnard 2030 General Plan elements thereof and the Oxnard City Code for the reasons set forth in the Planning Commission Staff Report; and

WHEREAS, Addendum No. 1 to the approved Mitigated Negative Declaration (MND) No. 01-09 has been prepared to evaluate potential environmental impacts of the proposed Project. The Addendum to the Final MND was prepared pursuant to the requirements of the California Environmental Quality Act (CEQA, Public resources Code § 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines. The City of Oxnard is the Lead Agency. The Addendum is appropriate pursuant to CEQA Guidelines § 15164 since only minor changes and additions to the MND are necessary to address the Project changes and no circumstances exist calling for the preparation of a subsequent negative declaration pursuant to CEQA Guidelines § 15162 and 15163; and

WHEREAS, the addendum provides a comparison of the current proposal and the approved project that was studied in the 2001 MND and focuses on new environmental effects, specifically Greenhouse Gas Emissions, which have been added to the CEQA Guidelines since the 2001 MND was adopted; and

WHEREAS, the Planning Commission has held a public hearing at which it received and considered oral and written testimony on the Addendum to the previously adopted Mitigated Negative Declaration No. 01-09 (MND) for the proposed project, the Addendum and MND documents are incorporated by reference in this resolution; and

WHEREAS, the Planning Commission has held a duly noticed public hearing and received and reviewed written and oral comments related to the Project; and

WHEREAS, the Planning Commission finds after due study and deliberation that the applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this Resolution as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit or live in this development in particular.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF OXNARD:

SECTION 1. Based on the entire record before the Planning Commission and all written and oral evidence presented, including the Special Use Permit Staff Report and all attachments

thereto, the Planning Commission finds:

**1. The proposed use is in conformance with the General Plan and other adopted policies of the City of Oxnard.**

As described in the Staff Report, a portion of the existing ground floor credit union and multi-tenant office building (2151 East Gonzales Road) would be converted to allow for the construction of a donut/coffee shop with a drive-through. The Project has a zoning designation of Business Research Park (BRP) which is consistent with the 2030 General Plan land use designation of Business Research Park. As discussed in detail in the Planning Commission Staff Report Sections 6) b, c, d, and e, the Project, as designed and conditioned, meets all applicable development standards. Therefore, the proposed project is in compliance with the 2030 General Plan and other adopted policies of the City of Oxnard and meets this Finding.

**2. The nature, condition and development of adjacent uses, buildings and structures shall be considered, and no proposed modification to a Special Use Permit shall be granted if the approval body finds such use will adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare.**

As described in the Staff Report, pursuant to the 2030 General Plan land use designation "Business Research Park" and the "Business Research Park" zoning district, the proposed use of the project site as a drive-through donut/coffee shop, is an allowed use, subject to a Modification to the existing Special Use Permit. The surrounding uses are characterized by commercial uses, which are predominantly medical offices and facilities, and a self-service station and convenience store. Construction activities, anticipated uses, and development design will be subject to standard construction requirements of the Building, Fire, and Traffic Codes. Therefore, the proposed use and improvements, as conditioned, will not adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare.

**3. The site that is subject to the Special Use Permit shall be adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping, and items which may be required by Section 16-532 (Conditions).**

As described in the Staff Report, the project as designed and conditioned meets the development standards of the Business Research Park (BRP) zone as described above in Finding Section 1(1). The project consists of mostly interior tenant improvements and conversion of existing floor area with no expansion to the existing building and physical change to the exterior. While there is shared access with the property to the north at 1901 Outlet Center Drive, there is no formal shared parking agreement and reduction in the required on-site parking is being requested. As detailed in the Staff report and attached parking study, the provided parking and drive-thru queuing is sufficient for the proposed donut/coffee shop, and thus the site is sufficient to accommodate the required parking. As such, the subject site is adequate in terms of size and as developed the development meets or exceeds City's design standards.

- 4. The site that is subject to the Special Use Permit shall be served by highways adequate in width and improved as necessary to carry the kind and quantity of traffic such use will generate.**

As described in the Staff Report, the existing development on the project site includes a multi-tenant commercial office building. The project site includes two existing driveways for access from Gonzales Road and Outlet Center Drive that will be used for the proposed project. The existing driveway access would provide adequate access to the site and would allow for adequate circulation around the site. The project site has shared access with the adjacent property located to the north. The City finds that the proposed project, as conditioned, and in the context of the documentation provided (parking study and drive-through management plan) and reviewed demonstrate that there is sufficient vehicle queue and parking capacity. The project has been conditioned and has provided a Drive-Thru Queue Management Plan that identifies how the internal circulation of the site shall be managed, back-ups are avoided, and conflicting turning movements are to be avoided with the introduction of the new donut/coffee shop business operations. Therefore, the site has sufficient access to streets and highways that are adequate in size and existing intersections adjacent to the project site will operate at acceptable levels of service.

- 5. The site that is subject to the Special Use Permit shall be provided with adequate sewerage, water, fire protection and storm drainage facilities.**

As described in the Staff Report, the existing development on the project site includes a multi-tenant commercial office building. The proposed project includes the renovation and tenant improvement of the existing office building. The proposed project includes the construction and conversion of 1,419 square feet of existing tenant space into a donut/coffee shop (Dunkin Donuts) and the conversion of one existing drive-thru lane. The proposed Project improvements have been found to be consistent with anticipated development for this site. Furthermore, the Project will be served by existing City of Oxnard water and sewer mains and adequate Fire Protection will be provided as determined by the Development Advisory Committee. In accordance with the Stormwater Quality Conditions of this Resolution, the Project's design will comply with stormwater control measures as required by the Los Angeles Regional Water Quality Control Board's municipal separate storm sewer system ("MS4") permit. The Project is consistent with the level of development identified under the General Plan and Oxnard City Code, and therefore are within the anticipated level of development. The project is not anticipated to result in any significant impacts to utilities and public services. Therefore, the site for the proposed use will be provided with adequate sewage, water, fire protection and storm drainage facilities.

**SECTION 2.** In accordance with Section 15164(b) of the California Environmental Quality Act (CEQA) Guidelines a lead agency shall prepare an Addendum to a previously certified EIR or Negative Declaration if some changes or additions are necessary but none of the conditions described in section 15162 calling for preparation of a subsequent EIR or Negative Declaration have occurred. An addendum to Mitigated Negative Declaration No. 01-09 was



prepared to analyze potentially significant adverse environmental effects of the proposed project. The addendum provides a comparison of the current proposal and the approved project that was studied in the 2001 MND and focuses on new environmental effects, specifically Greenhouse Gas Emissions, which have been added to the CEQA Guidelines since the 2001 MND was adopted. The addendum did not identify any areas of concern as potentially being affected. Therefore, the Planning Commission has determined that the proposed project would not create new significant environmental effects or a substantial increase in the severity of significant effects previously identified in the 2001 Final IS-MND

SECTION 3. Based on the findings set forth herein and the Staff Report and all attachments thereto, the Planning Commission hereby approves Planning and Zoning Permit No. 22-550-01 (Major Modification to Special Use Permit), subject to the attached conditions of approval.

SECTION 4. The decision of the Planning Commission shall be final unless an appeal of the action is filed in accordance with the provisions of Section 16-545 of the Oxnard City Code.

SECTION 5. The Secretary shall certify the adoption of this Resolution.

## CONDITIONS OF APPROVAL

Note: The abbreviations below identify the City department or division responsible for determining compliance with these standard conditions. The first department or division listed has responsibility for compliance at plan check, the second during inspection and the third at final inspection, prior to issuance of a certificate of occupancy, or at a later date, as specified in the condition. If more than one department or division is listed, the first will check the plans or inspect the project before the second confirms compliance with the condition. The italicized code at the end of each condition provides internal information on the source of each condition: Some are standard permit conditions (e.g. *G-1*) while some are taken from environmental documents (e.g. *MND-S2*).

| DEPARTMENTS AND DIVISIONS |                                 |    |                       |
|---------------------------|---------------------------------|----|-----------------------|
| CA                        | City Attorney                   | PL | Planning              |
| DS                        | Dev Services/Eng Dev/Inspectors | TR | Traffic               |
| PD                        | Police                          | B  | Building Plan Checker |
| SC                        | Source Control                  | FD | Fire                  |
| PK                        | Landscape Design                | CE | Code Enforcement      |

## GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, *G-1*).
2. This permit is granted for the plans dated August 3, 2023, (“the plans”) on file with the Planning Division. The Project shall conform to the plans, except as otherwise specified in these conditions, or unless a Minor Modification to the plans is approved by the Planning and Environmental Services Manager (“Planning Manager”) or a Major Modification to the plans is approved by the Planning Commission. A Minor Modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A Major Modification shall be required for substantial changes or increases in such items (PL, *G-2*).
3. All required off-site and on-site improvements for the project, including structures, paving, and landscaping, shall be completed prior to occupancy unless the Development Services Manager allows Developer to provide security, or an executed agreement approved by the City Attorney to ensure completion of such improvements. (DS, *G-4*)
4. By commencing any activity related to the Project or using any structure authorized by this permit, Applicant accepts all of the conditions and obligations imposed by this permit

and waives any challenge to the validity of the conditions and obligations stated therein (CA, G-5).

5. Applicant agrees, as a condition of adoption of this resolution, at Applicant's own expense, to indemnify, defend and hold harmless the City and its agents, officers and employees from and against any claim, action or proceeding to attack, review, set aside, void or annul the approval of the resolution or any condition attached thereto or any proceedings, acts or determinations taken, done or made prior to the approval of such resolution that were part of the approval process (CA, G-6).
6. Any covenants, conditions, and restrictions (CC&Rs) applicable to the Project property shall be consistent with the terms of this permit and the City Code. If there is a conflict between the CC&Rs and the City Code or this permit, the City Code or this permit shall prevail (CA, G-7).
7. Applicant shall complete the "Notice of Land Use Restrictions and Conditions" form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, Applicant shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager (PL, G-8).
8. Developer shall provide off-street parking for the project, including the number of spaces, stall size, paving, striping, location, and access, as required by the City Code except as modified by the Administrative Parking Relief granted by the Planning Commission. (PL/B, G-9).
9. Before placing or constructing any signs on the Project property, Applicant shall obtain a sign permit from the City. Except as provided in the sign permit, Applicant may not change any signs on the Project property (PL/B, G-10).
10. Developer shall obtain a building permit for any new construction or modifications to structures, including interior modifications, authorized by this permit. (B, G-11)
11. Developer shall not permit any combustible refuse or other flammable materials to be burned on the project property. (FD, G-12)
12. Developer shall not permit any materials classified as flammable, combustible, radioactive, carcinogenic or otherwise potentially hazardous to human health to be handled, stored or used on the project property, except as provided in a permit issued by the Fire Chief. (FD, G-13)
13. If Developer, owner or tenant fails to comply with any of the conditions of this permit, the Developer, owner or tenant shall be subject to a civil fine pursuant to the City Code. (CA, G-14)
14. Prior to issuance of building permits, Developer shall correct all violations of the City Code existing on the project property for which the Code Compliance Division has open cases. (PL, G-15).

## **PLANNING DIVISION CONDITIONS**

15. Developer shall mitigate air quality emissions associated with development of the subject site through a contribution to the City's Transportation Demand Management (TDM) program. Such fee shall be calculated at the time of building permit issuance in accordance with the Ventura County Air Quality Assessment Guidelines, as amended. Such fee shall be collected in full prior to building permit issuance. (MND, C-9)
16. Developer shall remove any and all graffiti from the project premises within 24 hours of its appearance. The surface of such affected areas shall be matched to blend in with the underlying colors and/or design, and shall not look like a paint patch.
17. Before the City issues building permits, Developer shall provide a Graffiti Deterrent Plan, subject to the approval of the Planning Manager. Such plan shall include such elements as clear film on windows and/or mirrors, as well as washable paint and sealers on the building and perimeter walls. (PL)
18. Applicant shall screen, to the satisfaction of the Planning Manager, any HVAC equipment visible from the public right-of-way. Screening plants shall be consistent with other species on the property and a minimum size of five gallons. (PL)
19. Prior to building permit issuance, the developer shall provide a public improvement plan which identifies, and includes, city fiber optic network infrastructure. This connection shall be established by installing fiber optic conduit to the project's frontage according to city specifications. The fiber optic network infrastructure must be included in the project's master utility plans and installed prior to the granting of a certificate of occupancy.
20. Where pedestrian walkways cross drive-through lanes, signage shall be provided to alert vehicles of the pedestrian crossing. Signage shall include the language, "Pedestrian Crossing", or other language approved by the Community Development Director. Each sign shall not exceed 5 feet in height or a sign area of two (2) square feet, and shall not include any advertising or business identification.
21. Design measures to avoid vehicle and pedestrian/bicycle conflicts shall be maintained. Direct pedestrian entry through the front of the building shall be maintained from streets and sidewalks to the building entrance. Well-articulated pedestrian routes and zones shall be maintained on the site, linking building entrances and parking areas. Drive-through lanes should be maintained to minimize conflicts with pedestrian walkways, bicycle routes, and paths of travel. Drive-through lanes that obstruct a pedestrian pathway between parking areas or sidewalks and entries into the building shall maintain a pedestrian crossing that is delineated by landscaping, striping, curbing, and raised or decorative paving to separate pedestrian and vehicular access and circulation to the satisfaction of the Community Development Director.
22. The location of drive-through facilities in relation to the building, including the location of the pick-up windows, stacking lane, and vehicle access, shall be oriented in a manner such that headlight glare is not directed towards oncoming traffic on public streets, or is to be

screened with landscaping, berms, walls or other means to the satisfaction of the Community Development Director.

23. The drive-through may operate 24 hours per day but the speaker box shall be equipped with an automatic volume control. The design of the drive-up audio system shall control and minimize the volume of the system to comply with the City's Noise Regulations in order to control unnecessary, excessive and annoying noises which could be detrimental to the public health and welfare to the satisfaction of the Community Development Director.
24. Prior to the issuance of a Building Permit, the Applicant/Operator is to submit a final Drive-Thru Queue Management Plan that identifies how the internal circulation of the site shall be managed, back-ups are avoided, and conflicting turning movements are to be avoided with the introduction of the new drive-through use. The plan should describe solutions that are available through personnel, technology and/or temporary and permanent barriers as described in the plan dated October 8, 2022. For instance, the Applicant may propose using roving staff with mobile ordering devices when the drive-through exceeds the designed capacity. Prior to the issuance of a Certificate of Occupancy, the Community Development and Public Works Departments shall approve the final Drive-Thru Queue Management Plan.
25. After implementation of the Drive-Thru Queue Management Plan, and upon the determination of the Community Development or Public Works Departments that the plan created for the drive-through use is not functioning effectively, or upon any future modification or expansion, the plan shall be comprehensively re-evaluated by the Community Development and Public Works Departments. This re-evaluation work effort shall be accompanied by a filing fee determined by the Community Development Director and Public Works Director to address staff review time by Community Development and Public Works staff.
26. All dining establishments with cooking operations shall implement best management practices to minimize the potential release of food processing facility odors and smoke outside the building as could be detected at the property line. Such best practices could include changing operating practices, improving maintenance of cooking equipment, installing odor control equipment, and/or upgrading venting systems to control unnecessary, excessive and annoying odors or smoke which in the judgment of the City of Oxnard or the Ventura County Air Pollution Control District is determined to be a public nuisance or to be detrimental to the public health and welfare.
27. No alcohol use of any type is approved as a part of this action. A separate alcohol use request must receive a Special Use Permit approved by the City and Alcohol Beverage Control prior to inauguration of the use.
28. Developer shall repair and/or replace any existing broken or damaged sidewalk, curb gutter or asphalt paving adjacent to property due to the construction of the Project, as directed by the City Inspector. (DS)
29. Developer shall construct a waste enclosure, with a roof and level concrete pad for the storage of the required containers out of view of the public street. Developer shall provide

a concrete apron in front of the enclosure to facilitate proper servicing. Enclosure gates must be constructed to allow eight (8) feet of clear space to allow passage of the City issued containers. (DS)

30. Prior to issuance of demolition permits for any structure on the site, Developer shall provide evidence of notifying the Air Pollution Control District of such demolition. Demolition and/or renovation activities shall be conducted in compliance with APCD regularities regarding Asbestos (Rule 63.7).
31. During construction, Developer shall post and maintain onsite signs, in highly visible areas, restricting all vehicular traffic to 15 miles per hour or less.
32. During periods of high winds (i.e. wind speed sufficient to cause fugitive dust to impact adjacent properties), Developer shall cease all clearing, grading, earth moving, and excavation operations to prevent fugitive dust from being a nuisance or creating a hazard, either onsite or offsite.
33. Prior to grading permit approval, Developer shall include on the grading plans a reproduction of all conditions of this permit pertaining to dust control requirements. (PL)
34. In the event that any historic or prehistoric cultural resources are discovered, work in the vicinity of the find shall be halted immediately. A City approved archeologist shall be retained to evaluate the discovery and determine the necessary mitigations for successful compliance with all applicable regulations. Developer or its successor in interest shall be responsible for paying all salaries, fees and the cost of any future mitigation resulting from the survey.
35. A master sign program for the center, including drive-through signage, must be approved and associated drive-through signage must be installed prior to the issuance of a certificate of occupancy for the project site. The drive-through signage (i.e. directional signage and menu boards) must be installed and maintained in compliance with the approved master sign program (i.e. the location, dimensions, color, letter style, letter height, and sign type of all signs to be installed in conjunction with the drive-through use) for as long as the drive-through will be in operation. The master sign program is to be reviewed and approved by the Director.
36. Plans submitted by Developer with building permit applications shall show on the building elevation sheets all exterior building materials and colors, including product and finish manufacturer name, color name and number, and surface finish type (such as: stucco with sand finish, plaster with smooth finish) to be used in construction. (PL/B, PL-1)
37. Any application for a Minor Modification to the project shall be accompanied by four copies of plans reflecting the requested modification, together with applicable processing fees. (PL, PL-2)
38. Before the City issues building permits, Developer shall include a reproduction of all conditions of this permit as adopted by Resolution of the Community Development



Director in all sets of construction documents and specifications for the project. (PL, PL-3)

39. Before the City issues building permits, Developer shall provide to the Planning Manager color photographic reductions (8 1/2" by 11") of full-size colored elevations and any other colored exhibit approved by the Community Development Director. Developer may retain the full-size colored elevations after the reductions are so provided. (PL, PL-4)
40. Developer acknowledges that because of population limitations placed on the City by the Air Quality Management Program, approval of this permit does not guarantee that the City will issue building permits. The City's issuance of building permits may be delayed as a result of implementation of an air quality plan. (PL, PL-5)
41. Developer may not modify any use approved by this permit unless the Planning Division Manager determines that Developer has provided the parking required by the City Code for the modified use. (PL, PL-7)
42. Project on-site lighting shall be of a type and in a location that does not constitute a hazard to vehicular traffic, either on private property or on adjoining streets. To prevent damage from vehicles, standards in parking areas shall be mounted on reinforced concrete pedestals or otherwise protected. Developer shall recess or conceal under-canopy lighting elements so as not to be directly visible from a public street. Developer shall submit a lighting plan showing standard heights and light materials for design review and approval of the Planning Division Manager. (PL/B, PL-8)
43. In order to minimize light and glare on the project property, all parking lot and exterior structure light fixtures shall be high cut-off type that divert lighting downward onto the property and shall not cast light on any adjacent property or roadway. (PL, PL-9)
44. During construction, Developer shall water the area to be graded or excavated prior to commencement of grading or excavation operations. Such application of water shall be at least twice per day and shall penetrate sufficiently to minimize fugitive dust during grading activities. (B/DS, PL-11)
45. During construction, Developer shall control dust by the following activities:
  - a. All trucks hauling graded or excavated material offsite shall be required to cover their loads as required by California Vehicle Code section 23114, with special attention to sub sections 23114(b)(2)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads.
  - b. All graded and excavated material, exposed soils areas, and active portions of the construction site, including unpaved onsite roadways, shall be treated to prevent fugitive dust. Treatment shall include, but not necessarily be limited to, periodic watering, application of environmentally-safe soil stabilization materials, and/or roll-compaction as appropriate. Watering shall be done as often as necessary and reclaimed water shall be used whenever possible. (B/DS, PL-12)
46. Developer shall provide for dust control at all times during project property preparation

and construction activities. (B/DS, PL-13)

47. Developer agrees to participate in a water conservation program that includes refitting water fixtures existing on the project property with water conserving devices within residences or businesses in the City's water service area, if such a program is in effect when building permits are issued for this project. Among the requirements of such a program might be refitting existing toilets, faucets, shower heads, landscaping irrigation or other fixtures and items that consume water within the structure. (PL, PL-14)
48. Because of water limitations placed upon the City by its water providers, approval of this permit does not guarantee that the City will issue building permits. Issuance of building permits may be delayed as a result of implementation of a water conservation or allocation plan. (PL, PL-15)
49. Prior to issuance of building permits, Developer shall pay a document imaging fee for the planning files in an amount calculated by planning staff at the time of building permit review based on fees then in effect. (PL/B, PL-16).
50. Developer shall recess or screen roof heating and cooling systems and other exterior mechanical equipment from adjoining property and public streets, as required by this permit. Plumbing vents, ducts and other appurtenances protruding from the roof of structures shall be placed so that they will not be visible from the front of the property or other major public vantage points. Developer shall include a note on the construction plumbing drawings of exterior elevations to indicate to contractors that roof features shall be grouped and located in the described manner. Roof vents shall be shown on construction drawings and painted to match roof material color. (PL/B, PL-41)
51. Developer shall install all roof and building drainpipes and downspouts inside building elements. These items shall not be visible on any exterior building elevations. (PL, PL-42)
52. For any exterior utility meter panels, Developer shall paint such panels to match the structure upon which it is located. Such panels shall be located to take advantage of screening (e.g. landscaping or other building elements) from public right-of-ways, to the maximum extent feasible. (PL, PL-43)
53. Developer shall stripe loading zones placed partly or wholly within a structure for loading and unloading activities only and post to prohibit storage or other non-loading activity within the loading zone. (PL/B, PL-49)
54. Pursuant to the City Zoning Code Section 16-140, the proposed order board and other related structures shall be located no less than 5 feet from the side property line.
55. Pursuant to the City Zoning Code Section 7-185 (Exterior Sound Standards), the order boards or other project related items shall not exceed the maximum allowable exterior noise levels for commercial (60 dBA) areas, pursuant to OCC Section 7-185.
56. Pursuant to the City Zoning Code Section 16-623 (Schedule of Bicycle Parking

Requirements), Developer shall install additional bicycle racks for a total of five spaces on the project site located near the front entrance of the CBC Federal Credit Union building. The design and location of the bicycle racks shall be submitted for review and approval by the Planning Manager in consultation with the City Traffic Engineer.

## **POLICE DEPARTMENT CONDITIONS**

57. A condition of approval requires compliance with the Outdoor Lighting Code & Guideline
  - a. Outdoor lighting shall comply with Title 24, Part 6, of the California Code of Regulations: California's Energy Efficiency Standards for Residential and Nonresidential Buildings.
  - b. Unless approved as a specific exception to this guideline, all outdoor lighting shall be flat lens, full cut-off fixtures with the light source fully shielded with the exceptions:
    - i. Luminaires with a maximum output of 260 lumens per fixture, regardless of number of bulbs (equal to one 20-watt incandescent light), may be left unshielded provided the fixture has an opaque top to keep light from shining directly up.
    - ii. Luminaires with a maximum output of 1,000 lumens per fixture, regardless of number of bulbs (equal to one 60-watt incandescent light) may be partially shielded provided the bulb is not visible, and the fixture has an opaque top to keep light from shining directly up.
  - c. Oxnard City Code 16-320: Lighting within physical limits of the area required to be lighted shall not exceed seven foot-candles, nor be less than one foot-candle at any point. A light source shall not shine upon, or illuminate directly any surface other than the area required to be lighted. No lighting shall be of a type or in a location that constitutes a hazard to vehicular traffic, either on private property or on the abutting streets. The height of light standards shall not exceed 26 feet. To prevent damage from automobiles, standards shall be mounted on reinforced concrete pedestals or otherwise protected.
58. Exterior lighting of the site including parking areas shall be between 1 and 7-foot candles and shall be in harmony with existing adjacent lighting scheme.
59. All exterior lighting shall operate from dusk to dawn.
60. All exterior LED lighting shall be of a similar nature and spectrum (3,000K to 20,000K Correlated Color Temperature).
61. Lighting instruments shall be full cut-off and installed so that light does not directly illuminate property outside the project site. Instruments shall not create glare for motorists or pedestrians.
62. Outdoor lighting instruments shall not be placed in close proximity of parking lot trees. In the event outdoor lighting instruments and trees are in close proximity an additional sheet will be required illustrating light and tree placement showing trees with a 20-year maturity.

63. Port Cocheres shall be illuminated between 15 and 30 foot-candles with a gradual drop off transition to adjacent parking/walking areas having illumination of 4 to 7 foot-candles.
64. Drive through aisles may be illuminated between 7 and 20 foot-candles with a gradual drop off transition to adjacent parking/walking areas having illumination of 4 to 7 foot-candles.

#### **Security Camera Systems – Businesses**

65. Security cameras shall be installed and operated 24 hours a day to monitor the business. The camera system shall comply with these minimum standards:
  - a) Cameras and supporting equipment shall supply digital color images under normal lighting conditions. Greyscale images are expected for infra-red lighting.
  - b) Cameras shall be made by a reputable manufacturer and maintained to current industry standards.
  - c) Cameras shall have low light capability and able to identify persons conducting transactions or entering the business.
  - d) The video system shall utilize a Digital Video Recorder (DVR). VHS and other formats are prohibited.
  - e) The video system shall allow recording, live viewing and playback of recorded video for a period of a period of at least 30 days.
  - f) Recorded images shall bear a date and time stamp that cannot be altered.
  - g) Camera installations shall cover areas open to the general public and where cash or other assets are maintained.
  - h) Cameras in domed casings are highly encouraged as their area of focus is not easily determined by a casual observer.
  - i) A camera shall be installed at to monitor all persons entering the premises from each exterior doorway. The camera shall be mounted 7-feet above the floor and shall be adjusted to capture images of the head and shoulders of all who enter.

#### **Alarms**

66. Any intrusion alarm system installed at the site shall utilize technology to differentiate between human and non-human motion. The alarm system shall be compliant with Oxnard City Code 11-95 through 11-100.

### **DEVELOPMENT SERVICES DIVISION CONDITIONS**

67. Developer shall pay plan check and processing fees in effect at the time of construction plan submittal and shall pay development fees, encroachment permit fees, and other applicable fees in effect at permit issuance. (DS-1)
68. Developer shall install on site and off site electric, cable, telephone and similar utility service laterals underground in accordance with City ordinances in effect at the time City issues a building permit. Services shall be installed underground to the nearest suitable riser pole as determined by the appropriate utility service provider. (DS-12)

69. Developer shall remove graffiti from the project, including graffiti on offsite public infrastructure under construction by Developer, within 24 hours of its appearance. If Developer fails to remove graffiti in accordance with this condition, the City may at the discretion of the City Engineer issue a stop work order until such time as the graffiti is removed. (DS-20)
70. The conditions of this resolution shall prevail over all omissions, conflicting notations, specifications, dimensions, typical sections, and the like, that may or may not be shown on the improvement plans. (DS-21)
71. Developer shall pay the cost of all inspections of on site and off site improvements. (DS-22)
72. Developer shall be responsible for all project related actions of Developer's employees, contractors, subcontractors, and agents until City accepts the improvements. (DS-23)
73. Developer shall install City approved backflow prevention devices for water connections if so ordered by the City Engineer. (DS-45)
74. Developer shall install bike racks in accordance with City standards at locations approved by City Traffic Engineer. (TR-73)
75. Developer shall construct a new water meter and new sewer lateral to serve the restaurant. (DS).
76. The new sewer lateral serving the food preparation area must be connected to a grease interceptor. After the grease interceptor, the new sewer lateral may join the existing primary sewer lateral that serves the existing building. (DS)
77. Developer shall verify that the existing primary sewer lateral is adequate to serve the existing building with the additional restaurant component. If proven insufficient, the existing primary lateral must be upgraded to current standards. (DS)
78. The project shall comply with the latest California Building Code disabled access requirements for Americans with Disabilities Act (ADA). (DS)
79. The improvement plans shall show the exhaust hood from the kitchen will not interfere with or affect the second floor and exterior walkway outside of the building. The design is subject to the review and approval of the City Building Official. (DS)
80. Developer shall construct an additional trash enclosure to supplement the existing, meeting City standards to store trash, recycle, and organics. Storing multiple bins in each compartment and shuffling them around is not an acceptable design. The design of the trash enclosure shall accommodate all of the required bins without the need to shuffle them. All site refuse bins shall be stored in an approved enclosure. No objects other than refuse bins may be stored in the enclosure without the written permission of the Environmental Resources Division. (DS)

81. The trash enclosure shall be constructed with a reinforced concrete apron along the entire length of the trash enclosure opening that extends a minimum of 15-feet from the face of the enclosure. The floor and a loading/service pad of the trash enclosure to be substantially level (2% max slope). (DS)
82. Developer shall execute a shared-use agreement prior to building permit issuance if the trash enclosure serves other establishments aside from the project. (DS)
83. Developer shall construct a trash enclosure with a solid non-combustible roof (8-foot minimum clearance and matching existing design) that prevents stormwater from entering the refuse bins. Developer shall construct all other components of the trash enclosure in accordance with the approved City Standard Plan on file with the Building and Engineering Division. Developer shall finish the trash enclosure to match the major design elements of the main structure subject to approval by the Planning Division. The location and configuration of the enclosure shall be approved by the Environmental Resources Division. (DS)
84. The project shall install a grease interceptor unless directed otherwise by the City of Oxnard Public Works Department. If a grease interceptor is installed, a hose bib shall be installed outside of the trash enclosure, and a traffic-rated drain shall be installed inside the enclosure to capture all enclosure wash water. This drain shall connect to the onsite grease interceptor. (DS)
85. If the proposed site improvements result in the alteration of 5,000 square feet or more of impervious area, the project will be required to provide stormwater mitigations as a redevelopment project. Developer shall design project to minimize degradation of stormwater quality by complying with the applicable sections of the Los Angeles Regional Water Quality Control Board's municipal separate storm sewer system ("MS4") permit (Order R4-2010-0108 including all revisions) for a redevelopment project. Developer shall submit stormwater quality calculations and associated construction plans demonstrating compliance with the MS4 permit. Calculations shall generally be organized to follow the steps outlined in Chapter 2 of the 2011 Technical Guidance Manual for Stormwater Control Measures. (DS)
86. Prior to issuance of grading, building or demolition permit and prior to commencement of any clearing, grading or excavation, Developer shall prepare a Local Stormwater Pollution Prevention Plan ("Local SWPPP.") The Local SWPPP shall be developed and implemented in accordance with the requirements of the Ventura Countywide MS4 Permit. The Local SWPPP shall be approved by the City Engineer prior to issuance of a site improvement/grading permit. Developer shall keep the Local SWPPP updated to reflect current site conditions and a copy of the Local SWPPP shall be kept onsite and available for City or designated representative to review upon request. (DS)
87. As directed by the Public Works Stormwater Division, Developer shall install two connected pipe screen full capture trash devices from United Stormwater to the catch



basins S17-304 and S17-301 on the corner of Gonzales Road and Outlet Center Drive.  
(DS)

## **TRAFFIC DIVISION CONDITIONS**

88. Developer shall incorporate details on the engineering plans showing directional signs and pavement markings that will assist and direct motorists through both drive-through lanes.  
(TR)
89. Show the car queuing design for the drive-through lanes in the engineering improvement plans for the Traffic Division to review. (TR)
90. Developer shall comply and implement the recommendations described in the parking prepared for the CBC Federal Credit Union Office Building project by Associated Transportation Engineers (ATE) dated January 4, 2023. (TR)

## **ENVIRONMENTAL RESOURCES DIVISION**

91. This property is required to comply with state mandated diversion laws (AB 939, AB 341, AB 1826, SB 1383, AB 827) and must make provisions to manage three material streams (recycling, organics, trash) in any waste enclosure(s) constructed.
92. To ensure that solid waste generated by the project is diverted from the landfill and reduced, reused or recycled, Developer shall complete and submit a "Environmental Resources Division Construction and Demolition Waste Management Plan" ("C&D Plan") to the City for review and approval. The C&D Plan shall provide that at least 65% of the waste generated on the project be diverted from the landfill. The C&D Plan shall include the entire project area, even if tenants are pursuing or will pursue independent programs. The C&D Plan shall be submitted to and approved by the Environmental Resources Division prior to issuance of a building permit. The C&D Plan shall include the following information: material type to be recycled, reused, salvaged or disposed; estimated quantities to be processed; management method used; destination of material including the hauler name and facility location. Developer shall use the appropriate C&D Plan form as defined by the Environmental Resources Division.
93. Developer shall follow the approved "Environmental Resources Division Construction and Demolition Waste Management Plan" and provide for the collection, recycling, and/or reuse of materials (i.e., concrete, wood, metal, cardboard, green waste, etc.) and document results during construction and/or demolition of the proposed project. After completion of project activity, Developer shall complete and submit the "Environmental Resources Division Construction and Demolition Waste Management Report" ("C&D Report") and provide legible copies of weight tickets, receipts, or invoices for materials sent to disposal or reuse/recycling facilities. For other discarded or salvaged materials, Developer shall provide documentation, on the disposal facility's letterhead, identifying where the materials were taken, type of materials, and tons or cubic yards disposed, recycled or reused, and the project generating the discarded materials. Developer shall submit and obtain approval of the C&D Report prior to issuance of a certificate of occupancy.

94. Developer shall arrange for materials collection during construction, demolition, and occupancy with the City's Environmental Resources Division or Developer shall arrange for self-hauling.
95. An Occupancy Plan must be submitted and approved prior to issuance of a certificate of occupancy. The Occupancy Plan must clearly state how recyclable and organic material, as appropriate, will be managed on site to be in compliance with applicable state laws AB 939, AB 341, AB 1826, SB 1383, AB 827); how restaurant staff will participate in the program; and how customers will be altered to the presence of recycling on site and how contamination will be minimized. The Occupancy Plan must include what service provider(s) will manage/transport materials to appropriate facilities for processing and/or disposal.
96. Per AB 827, public areas that provide waste collection to customers must have an equitable distribution of containers for recycling, organics and trash that are easily accessible. This requirement does not apply to restrooms.
97. This property is required to adhere to applicable solid waste management ordinances, including future ordinance creation and/or revisions.
98. Any landscaping maintenance resulting in organic material needing disposal, if performed in-house or via third party, must not be placed in the trash. All organic materials are required to be diverted from landfill disposal. Any third-party contract/service agreement must stipulate this requirement and be verified through the Environmental Resources Division.
99. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a matter approved by the City Engineer.
100. Any new or renovated waste enclosure must be made of CMU Walls with a roof. The enclosure must be fully enclosed with a metal mesh between the CMU Walls and the roof.

## **FIRE DEPARTMENT CONDITIONS**

101. Before the City issues building permits, Developer shall obtain the Fire Chief's approval of a plan to ensure fire equipment access and the availability of water for fire combat operations to all areas of the project property. The Fire Chief shall determine whether or not the plan provides adequate fire protection. (FD/DS, F-3)
102. All structures on the project property shall conform to the minimum standards prescribed in Title 19 of the California Code of Regulations. (FD, F-5)
103. The project shall meet the minimum requirements of the "Fire Protection Planning Guide" published by the Fire Department. (FD, F-6)
104. At all times during construction, Developer shall maintain paved surfaces capable of handling loads of 76,000 pounds which will provide access for firefighting apparatus to all parts of the project property. (FD/DS, F-7)

105. Developer shall identify all hydrants and fire protection equipment on the project property as required by the Fire Chief. (FD, F-8)
106. Developer shall provide central station monitoring of the fire sprinkler system and all control valves. (FD, F-10)
107. The turning radius of all project property driveways and turnaround areas used for emergency access shall be approved by the City Traffic Engineering Department. (FD, F-11)
108. Developer shall provide automatic fire sprinklers as required by the City Code and shall contact the Fire Chief to ascertain the location of all connections. (FD, F-12)
109. Developer shall install in each structure in the project an alarm system with a central station monitor that will automatically notify the Fire Department in the event of a fire in the structure. The alarm system shall include a UL or State Fire Marshal approved device, which shall not exceed design specifications, that reports the location of the fire and provides floor by floor water flow monitoring and allows the central station monitor to inform the Fire Department. (FD, F-13)
110. All signalized intersections shall be equipped with pre-emption equipment. (FD/TR, F15)
111. Developer shall comply with Certified Unified Program Agency (CUPA) requirements regarding the storage, handling and generation of hazardous materials or waste. Prior to the issuance of building permits, Developer shall contact the CUPA division of the Fire Department to ensure that such requirements are followed. (FD, F-16)
112. All landscape on project property will coordinate with the fire protection features, to prevent access problems to fire protection features.
113. Fire hydrants shall be operational and accessible at all times. No parking, storage or staging of equipment/supplies shall be located within 15 feet on either side of fire hydrants. Prior to final inspection, blue reflective hydrant location markers shall be placed on the access roads in accordance with Fire Department standards.
114. Fire sprinkler coverage is required for:
  - a. Patios, overhangs or any other projections that are 48" or more from the structure.
  - b. Open areas beneath stairs that serve a habitable space or when that area is accessible for storage or has mechanical equipment.
  - c. The protection of the forced air unit when located in the attic or other areas that are normally inaccessible.
115. Before the city issues a certificate of occupancy, the developer shall install Knox key vaults at a location to be determined by the Fire Department.

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Oxnard on this 3rd day of August 2023.

---

Ronald Arruejo, Chair

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held on the 3rd day of August 2023, and carried by the following vote:

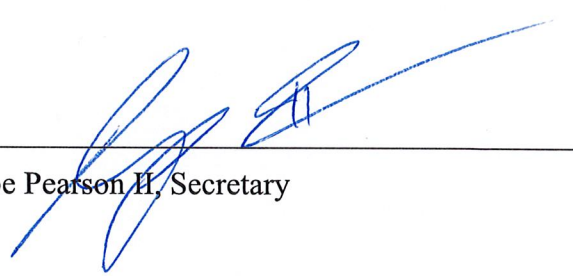
AYES: Commissioner(s): Arruejo, Stewart, Chavez, Lopez, Connelly

NOES: Commissioner(s): Nash

ABSENT: Commissioner(s): Zielsdorf

ABSTAIN: Commissioner(s):

RECUSED: Commissioner(s):



---

Joe Pearson II, Secretary

# REQUEST FOR APPEAL

## Community Development Department

Use this form to request an appeal of a decision rendered on one of the following type of permits: Administrative Wireless Permit; Discretionary Development Permit decision rendered by the Community Development Director; or a Discretionary Development Permit decision rendered by the Planning Commission.

After paying the required appeal fee to the Planning Division, submit the original request for appeal and two (2) copies along with verification that the appropriate appeal fee has been paid to the City Clerk's Office. To determine your appeal fee go to: [oxnard.org/planning](http://oxnard.org/planning) and click on planning handouts and applications or contact the Planning Division at (805) 385-7858.

I, Palms Medical Plaza Owners' Association, am requesting an appeal of a decision made by  
Print name  
Planning Commission of the City of Oxnard that was made on August 3, 2023 regarding  
State decision making body Date  
Planning and Zoning Permit No. 22-550-01 (Major Modification to Special Use Permit)  
Specify PZ No.

### Check one of the following:

- ☐ **Appeal of a Decision Rendered on a Wireless Permit.** Pursuant to Section No. 16-488 (C) of the Oxnard City Code, I am submitting an appeal to the Secretary of the Planning Commission and I am paying the necessary fees to the Planning Division. I am filing this appeal within 10 days of the Planning Manager's decision on a wireless communications facility permit. I am requesting that this appeal be considered by the Planning Commission.
- ☐ **Appeal of a Decision Rendered on a Discretionary Permit - Community Development Director.** Pursuant to Section No. 16-525 (B) of the Oxnard City Code, I am submitting an appeal to the City Clerk and I am paying the necessary fees to the Planning Division. I am filing this appeal within 10 days of the Community Development Director's decision on a discretionary permit. I am requesting that this appeal be considered by the Planning Commission.
- ☒ **Appeal of a Decision Rendered on a Discretionary Permit - Planning Commission.** Pursuant to Section 16-545/17-58(J) of the Oxnard City Code, I am submitting an appeal to the City Clerk and I am paying the necessary fees to the Planning Division. I am filing this appeal within 18 days / 10 working days of the Planning Commission's decision on a discretionary permit. I am requesting that this appeal be considered by the City Council.

**State the grounds, facts, and if known the code sections supporting your request:** (Provide additional sheets if necessary)

See attachment.

X [Signature]  
 Appellant Signature  
Stuart Nielson, Attorney for Appellant

8/21/2023  
 Date

cc: City Attorney  
 Community Development Director  
 Project Planner  
 Applicant

| OFFICE USE ONLY              |                           |
|------------------------------|---------------------------|
| Date Received:               | <b>CITY CLERK OXNARD</b>  |
| Received By:                 | <b>AUG 21 '23 PM 2:05</b> |
| Contacted Dept/Division Rep: |                           |

**ATTACHEMENT TO REQUEST FOR APPEAL**  
**FILED ON BEHALF OF APPELLANT**  
**PALMS MEDICAL PLAZA OWNERS' ASSOCIATION**

**PROJECT NAME:** Dunkin Donuts  
**PROJECT NO.:** Planning and Zoning Permit No. 22-550-01 (Major Modification to Special Use Permit)  
**PROJECT SITE:** 2151 E. Gonzales Rd., Oxnard, California (APN 213-0-090-115)

**APPELLANT:** Palms Medical Plaza Owners' Association  
c/o Nelson Comis Kettle & Kinney LLP  
Attn: Stuart G. Nielson  
5811 Olivas Park Drive, Suite 202  
Ventura, CA 93003  
Tel: (805) 604-4107  
Email: snielson@calattys.com

**SUMMARY OF GROUNDS FOR APPEAL:**

The herein appellant, Palms Medical Plaza Owners' Association ("Palms"), is comprised of the owners of the medical office building commonly known as Palms Medical Plaza, which is located immediately adjacent and to the north of the above-referenced project site at 1901 Outlet Center Drive in Oxnard.

Palms is appealing the Planning Commission's approval of the project on the following grounds:

1. Both the project site and the adjacent Palms property are located within the Business and Research Park (BRP) Zone. The primary purpose of the BRP Zone is to provide areas for professional, administrative, research and manufacturing uses, along with limited commercial activities intended to support such uses. The purpose of the proposed project is not to support the existing uses within the vicinity of the project site. It is intended to operate as a stand-alone commercial enterprise that will draw customers from all areas of the City of Oxnard and surrounding communities. Accordingly, the proposed use is not the type of limited commercial activity that is permitted within the BRP Zone, nor is it compatible with the established medical services and other uses in the area.
2. During the initial Planning Commission hearing on the project held on July 6, 2023, the Planning Commission approved a motion of intent to deny the project due to the significant problems and concerns relating to parking, circulation, and public safety associated with the project.
3. With regard to parking, the project applicant has requested a substantial reduction in the number of on-site parking spaces from the applicable code requirements. Per code, the project site is required to provide 151 on-site parking spaces in order to support the proposed project and other existing uses at the property. The applicant has requested relief from this requirement and is proposing to provide 129 parking spaces, which represents a 14.5% reduction from the number of spaces required by code.
4. Further compounding the issue, the 129 on-site spaces identified by the applicant include 16 drive-through spaces. As a practical matter, these spaces are not available or utilized for parking. And 8 of those spaces are located in drive-through lane that will be used by Dunkin Donuts. Accordingly, the 16 drive-through spaces included in the applicant's parking study will not in fact be available for parking, and the actual number of on-site parking spaces is 113 – a deficiency of 25% below the required number of spaces. The



applicant's parking study does not fully and accurately address this issue and the applicant has not made an adequate showing to support the requested decrease in the required parking.

5. The project site and the Palms property share an entrance off of Outlet Center Drive, which enters onto the property near the primary entrance to the Palms Medical Plaza building. In addition, Palms has an easement that provides for the use of certain parking spaces located on the project site in the area immediately adjacent and to the left as you enter from Outlet Center Drive (the "Palms spaces"). These spaces are among the spaces located closest to the Palms Medical Plaza building entrance and are often used by elderly patients, individuals using walkers or who are in wheelchairs, and others visiting the property to receive medical treatments.
6. As shown in the applicant's plans and submittals, the proposed traffic circulation for the project would involve vehicles entering the property by way of the shared entrance from Outlet Center Drive, turning left past the Palms spaces, and then traveling through the parking lot towards the Dunkin Donuts drive-through. The increased traffic in this area, and the potential for congestion and inattentive drivers, presents a serious hazard and raises significant concerns regarding the safety and wellbeing of patients walking through this area of the parking lot. The applicant's queue management plan is inadequate to mitigate the parking, congestion and circulation problems associated with the project.
7. The draft resolution of denial included in the agenda packet for the August 3, 2023 Planning Commission hearing on the project sets out the findings supporting the denial of the project very clearly, as per the direction provided to staff at the initial July 6<sup>th</sup> hearing. The Planning Commission's reversal of course at the August 3<sup>rd</sup> hearing was not based on a factual showing sufficient to overcome those findings, and the Planning Commission's decision was based on various assumptions and conjecture not supported by the evidence in the record.

Palms is very concerned about the potential impacts of the proposed project upon the existing uses and activities conducted at Palms Medical Plaza and the other surrounding properties, and therefore respectfully requests that the City Council overturn the Planning Commission's approval.

Palms reserves the right to supplement the foregoing with further comments and other evidence to be presented at or prior to the City Council hearing on the appeal.

PZ821U01

Planning Division  
Payment Due Selection

8/21/23  
13:52:17

Project nbr/desc . : 22 55000001 MJMD/DUNKIN DONUTS/2151 E GONZALES RD  
Project type . . . : MODIFICATION-MAJOR

Select fees due, press Enter.

1=Select entire amount

| Opt | Amount<br>to apply | Bal Due | Fee Description         | Trans amt |
|-----|--------------------|---------|-------------------------|-----------|
| -   | <u>91.50</u>       | 91.50   | 5% PERMIT SURCHARGE FEE | 507.25    |
| -   | <u>1830.00</u>     | 1830.00 | APPEAL-ALL OTHERS       | 1830.00   |

Total 1921.50

F3=Exit F5=Select all fees F12=Cancel

CITY CLERK OXNARD  
AUG 21 '23 PM 2:05

user: LILIANA type: UC user: 1  
Date: 8/21/23 40 Receipt no: 32996  
2022 55000001  
PZ PLANNING/ZONING PERMITS  
\$1921.50  
OK CHECK \$1921.50  
Total tendered \$1921.50  
Total payment \$1921.50  
Trans date: 8/21/23 Time: 13:53:52

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD UPHOLDING PLANNING COMMISSION APPROVAL OF PLANNING AND ZONING PERMIT NO. 22-550-01 (MAJOR MODIFICATION TO SPECIAL USE PERMIT) TO ALLOW FOR THE RENOVATION AND TENANT IMPROVEMENT OF AN EXISTING 30,467 SQUARE FOOT MULTI-TENANT OFFICE BUILDING AND THE CONVERSION OF A 1,419 SQUARE-FOOT DONUT/COFFEE SHOP AND THE CONVERSION OF AN EXISTING DRIVE-THROUGH WITH 8-VEHICLE CAPACITY ON A 2.45 ACRE LOT AND RELATED IMPROVEMENTS INCLUDING A MODIFICATION IN THE REDUCTION ON THE NUMBER OF ON-SITE REQUIRED PARKING SPACES FROM 151 TO 129 AND CERTIFYING ADDENDUM NO. 1 TO MITIGATED NEGATIVE DECLARATION NO. 01-09, LOCATED AT 2151 EAST GONZALES ROAD (APN: 213-0-090-115) SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY DANIEL BEDNAR, VP OF DEVELOPMENT OF CBC FEDERAL CREDIT UNION, 2151 E. GONZALES ROAD, OXNARD, CALIFORNIA 93036, (PROPERTY OWNER).

WHEREAS, on February 17, 2022, Daniel Bednar (the **“Applicant”** and/or **“Permittee”**) submitted a request to approve Planning and Zoning Permit No. 22-550-01 (Major Modification to Special Use Permit) to permit the renovation and tenant improvement of an existing 30,467 square-foot CBC Credit Union multi-tenant office building. The proposed project includes the construction and conversion of 1,419 square feet of existing ground floor tenant space into a donut/coffee shop (Dunkin Donuts) and the conversion of one existing drive-thru lane with 8-vehicle capacity (stacking for 3 vehicles between the order board and pick-up window and stacking for 5 vehicles behind the order board). In accordance with Section 16-651(B)(4) of the Oxnard City Code (OCC), one modification is being requested: a) a reduction on the number of on-site required parking spaces from 151 to 129, located at 2151 East Gonzales Road (APNs: 213-0-090-115) (the **“Project”**); and

WHEREAS, Sections 16-536, 16-561 and 16-651 of the OCC authorize the Planning Commission to approve a Special Use Permit; and

WHEREAS, on July 6, 2023, the Planning Commission of the City of Oxnard (**“Planning Commission”**) conducted a duly noticed public hearing, and received and reviewed all written and oral evidence related to the proposed Project, in accordance with Sections 16-536, 16-561 and 16-651 of the Oxnard City Code (OCC); and

WHEREAS, on July 6, 2023, the Planning Commission deliberated the merits of the Project and made a Motion of Intent to Deny the Project, subject to the preparation of a written Resolution of Denial to be considered at the Planning Commission meeting on August 3, 2023.

WHEREAS, on August 3, 2023, the Planning Commission held a duly noticed public hearing and reviewed all of the information provided in the staff reports and considered the testimony given at the public hearings, including all written communications to the Planning Commission, as well as other pertinent information; and

WHEREAS, the Planning Commission found, after due study, deliberation and public hearing, that the project meets the criteria set out in Sections 16-536 and 16-651 of the OCC; and

WHEREAS, the Project has been reviewed by the Development Advisory Committee (DAC) and the DAC has prepared conditions of approval that are incorporated within the recommended permits; and

WHEREAS, the Planning Commission found that the Project conforms to the City of Oxnard 2030 General Plan elements thereof and the Oxnard City Code for the reasons set forth in the July 6, 2023 Planning Commission Staff Report; and

WHEREAS, the Planning Commission found after due study and deliberation that the applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this Resolution as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit or live in this development in particular.

WHEREAS, on August 3, 2023, the Planning Commission voted 5-1 (with one Commissioner absent), to adopt Resolution No. 2023-28 to approve the Project; and

WHEREAS, Appellant has appealed the Planning Commission approval of Planning and Zoning Permit No. 22-550-01 (Major Modification to Special Use Permit) to the City Council; and

WHEREAS, on October 3, 2023, the City Council conducted a duly noticed public hearing to consider the Appellant's Appeal of the Planning Commission's decision to approve Planning and Zoning Permit No. 22-550-01 (Major Modification) in accordance with Oxnard City Code Sections 16-530 through 16-553 of the Oxnard City Code; and

WHEREAS, the City Council finds that the Project conforms to the City of Oxnard 2030 General Plan elements thereof and the Oxnard City Code for the reasons set forth in the City Council Staff Report; and

WHEREAS, Addendum No. 1 to the approved Mitigated Negative Declaration (MND) No. 01-09 has been prepared to evaluate potential environmental impacts of the proposed Project. The Addendum to the Final MND was prepared pursuant to the requirements of the California Environmental Quality Act (CEQA, Public resources Code § 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines. The City of Oxnard is the Lead Agency. The Addendum is appropriate pursuant to CEQA Guidelines § 15164 since only minor changes and additions to the MND are necessary to address the Project changes and no circumstances exist calling for the preparation of a subsequent negative declaration pursuant to CEQA Guidelines § 15162 and 15163.

WHEREAS, the addendum provides a comparison of the current proposal and the approved project that was studied in the 2001 MND and focuses on new environmental

effects, specifically Greenhouse Gas Emissions, which have been added to the CEQA Guidelines since the 2001 MND was adopted.

WHEREAS, the City Council has held a public hearing at which it received and considered oral and written testimony on the Addendum to the previously adopted Mitigated Negative Declaration No. 01-09 (MND) for the proposed project, the Addendum and MND documents are incorporated by reference in this resolution; and

WHEREAS, on October 3, 2023, the City Council reviewed all of the information provided in the staff report and considered the testimony given at the public hearing, including all written communications to the Planning Commission and City Council, as well as other pertinent information and appeal; and

WHEREAS, on October 3, 2023, the City Council finds after due study and deliberation that the that the applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this Resolution as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit or live in this development in particular.

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

SECTION 1. Based on the entire record before the City Council and all written and oral evidence presented, including the City Council and Planning Commission Staff Reports and all attachments thereto, the City Council finds:

**1. The proposed use is in conformance with the General Plan and other adopted policies of the City of Oxnard.**

As described in the Staff Report, a portion of the existing ground floor credit union and multi-tenant office building (2151 East Gonzales Road) would be converted to allow for the construction of a donut/coffee shop with a drive-through. The Project has a zoning designation of Business Research Park (BRP) which is consistent with the 2030 General Plan land use designation of Business Research Park. As discussed in detail in the Planning Commission Staff Report Sections 6) b, c, d, and e, the Project, as designed and conditioned, meets all applicable development standards. Therefore, the proposed project is in compliance with the 2030 General Plan and other adopted policies of the City of Oxnard and meets this Finding.

**2. The nature, condition and development of adjacent uses, buildings and structures shall be considered, and no proposed modification to a Special Use Permit shall be granted if the approval body finds such use will adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare.**

As described in the Staff Report, pursuant to the 2030 General Plan land use

designation “Business Research Park” and the “Business Research Park” zoning district, the proposed use of the project site as a drive-through donut/coffee shop, is an allowed use, subject to a Modification to the existing Special Use Permit. The surrounding uses are characterized by commercial uses, which are predominantly medical offices and facilities, and a self-service station and convenience store. Construction activities, anticipated uses, and development design will be subject to standard construction requirements of the Building, Fire, and Traffic Codes. Therefore, the proposed use and improvements, as conditioned, will not adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare.

- 3. The site that is subject to the Special Use Permit shall be adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping, and items which may be required by Section 16-532 (Conditions).**

As described in the Staff Report, the project as designed and conditioned meets the development standards of the Business Research Park (BRP) zone as described above in Finding Section 1(1). The project consists of mostly interior tenant improvements and conversion of existing floor area with no expansion to the existing building and physical change to the exterior. While there is shared access with the property to the north at 1901 Outlet Center Drive, there is no formal shared parking agreement and reduction in the required on-site parking is being requested. As detailed in the Staff report and attached parking study, the provided parking and drive-thru queuing is sufficient for the proposed donut/coffee shop, and thus the site is sufficient to accommodate the required parking. As such, the subject site is adequate in terms of size and as developed the development meets or exceeds City’s design standards.

- 4. The site that is subject to the Special Use Permit shall be served by highways adequate in width and improved as necessary to carry the kind and quantity of traffic such use will generate.**

As described in the Staff Report, the existing development on the project site includes a multi-tenant commercial office building. The project site includes two existing driveways for access from Gonzales Road and Outlet Center Drive that will be used for the proposed project. The existing driveway access would provide adequate access to the site and would allow for adequate circulation around the site. The project site has shared access with the adjacent property located to the north. The City finds that the proposed project, as conditioned, and in the context of the documentation provided (parking study and drive-through management plan) and reviewed demonstrate that there is sufficient vehicle queue and parking capacity. The project has been conditioned and has provided a Drive-Thru Queue Management Plan that identifies how the internal circulation of the site shall be managed, back-ups are avoided, and conflicting turning movements are to be avoided with the introduction of the new donut/coffee shop business operations. Therefore, the site has sufficient access to streets and highways that are adequate in size and existing intersections adjacent to the project site will operate at acceptable levels of service.

- 5. The site that is subject to the Special Use Permit shall be provided with adequate**



**sewerage, water, fire protection and storm drainage facilities.**

As described in the Staff Report, the existing development on the project site includes a multi-tenant commercial office building. The proposed project includes the renovation and tenant improvement of the existing office building. The proposed project includes the construction and conversion of 1,419 square feet of existing tenant space into a donut/coffee shop (Dunkin Donuts) and the conversion of one existing drive-thru lane. The proposed Project improvements have been found to be consistent with anticipated development for this site. Furthermore, the Project will be served by existing City of Oxnard water and sewer mains and adequate Fire Protection will be provided as determined by the Development Advisory Committee. In accordance with the Stormwater Quality Conditions of this Resolution, the Project's design will comply with stormwater control measures as required by the Los Angeles Regional Water Quality Control Board's municipal separate storm sewer system ("MS4") permit. The Project is consistent with the level of development identified under the General Plan and Oxnard City Code, and therefore are within the anticipated level of development. The project is not anticipated to result in any significant impacts to utilities and public services. Therefore, the site for the proposed use will be provided with adequate sewage, water, fire protection and storm drainage facilities.

SECTION 2. In accordance with Section 15164(b) of the California Environmental Quality Act (CEQA) Guidelines a lead agency shall prepare an Addendum to a previously certified EIR or Negative Declaration if some changes or additions are necessary but none of the conditions described in section 15162 calling for preparation of a subsequent EIR or Negative Declaration have occurred. An addendum to Mitigated Negative Declaration No. 01-09 was prepared to analyze potentially significant adverse environmental effects of the proposed project. The addendum provides a comparison of the current proposal and the approved project that was studied in the 2001 MND and focuses on new environmental effects, specifically Greenhouse Gas Emissions, which have been added to the CEQA Guidelines since the 2001 MND was adopted. The addendum did not identify any areas of concern as potentially being affected. Therefore, the City Council has determined that the proposed project would not create new significant environmental effects or a substantial increase in the severity of significant effects previously identified in the 2001 Final IS-MND

SECTION 3. Based on the findings set forth herein and the Staff Report and all attachments thereto, the City Council hereby approves Planning and Zoning Permit No. 22-550-01 (Major Modification to Special Use Permit), subject to the attached conditions of approval.

SECTION 4. The decision of the City Council shall be final.

SECTION 5. The City Clerk shall certify the adoption of this Resolution.

**[conditions of approval begin on following page]**

## CONDITIONS OF APPROVAL

Note: The abbreviations below identify the City department or division responsible for determining compliance with these standard conditions. The first department or division listed has responsibility for compliance at plan check, the second during inspection and the third at final inspection, prior to issuance of a certificate of occupancy, or at a later date, as specified in the condition. If more than one department or division is listed, the first will check the plans or inspect the project before the second confirms compliance with the condition. The italicized code at the end of each condition provides internal information on the source of each condition: Some are standard permit conditions (e.g. *G-1*) while some are taken from environmental documents (e.g. *MND-S2*).

| DEPARTMENTS AND DIVISIONS |                                 |    |                       |
|---------------------------|---------------------------------|----|-----------------------|
| CA                        | City Attorney                   | PL | Planning              |
| DS                        | Dev Services/Eng Dev/Inspectors | TR | Traffic               |
| PD                        | Police                          | B  | Building Plan Checker |
| SC                        | Source Control                  | FD | Fire                  |
| PK                        | Landscape Design                | CE | Code Enforcement      |

## GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, *G-1*).
2. This permit is granted for the plans dated October 3, 2023, (“the plans”) on file with the Planning Division. The Project shall conform to the plans, except as otherwise specified in these conditions, or unless a Minor Modification to the plans is approved by the Planning and Environmental Services Manager (“Planning Manager”) or a Major Modification to the plans is approved by the Planning Commission. A Minor Modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A Major Modification shall be required for substantial changes or increases in such items (PL, *G-2*).
3. All required off-site and on-site improvements for the project, including structures, paving, and landscaping, shall be completed prior to occupancy unless the Development Services Manager allows Developer to provide security, or an executed agreement approved by the City Attorney to ensure completion of such improvements. (DS, *G-4*)

4. By commencing any activity related to the Project or using any structure authorized by this permit, Applicant accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein (CA, G-5).
5. Applicant agrees, as a condition of adoption of this resolution, at Applicant's own expense, to indemnify, defend and hold harmless the City and its agents, officers and employees from and against any claim, action or proceeding to attack, review, set aside, void or annul the approval of the resolution or any condition attached thereto or any proceedings, acts or determinations taken, done or made prior to the approval of such resolution that were part of the approval process (CA, G-6).
6. Any covenants, conditions, and restrictions (CC&Rs) applicable to the Project property shall be consistent with the terms of this permit and the City Code. If there is a conflict between the CC&Rs and the City Code or this permit, the City Code or this permit shall prevail (CA, G-7).
7. Applicant shall complete the "Notice of Land Use Restrictions and Conditions" form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, Applicant shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager (PL, G-8).
8. Developer shall provide off-street parking for the project, including the number of spaces, stall size, paving, striping, location, and access, as required by the City Code except as modified by the Administrative Parking Relief granted by the Planning Commission. (PL/B, G-9).
9. Before placing or constructing any signs on the Project property, Applicant shall obtain a sign permit from the City. Except as provided in the sign permit, Applicant may not change any signs on the Project property (PL/B, G-10).
10. Developer shall obtain a building permit for any new construction or modifications to structures, including interior modifications, authorized by this permit. (B, G-11)
11. Developer shall not permit any combustible refuse or other flammable materials to be burned on the project property. (FD, G-12)
12. Developer shall not permit any materials classified as flammable, combustible, radioactive, carcinogenic or otherwise potentially hazardous to human health to be handled, stored or used on the project property, except as provided in a permit issued by the Fire Chief. (FD, G-13)
13. If Developer, owner or tenant fails to comply with any of the conditions of this permit, the Developer, owner or tenant shall be subject to a civil fine pursuant to the City Code. (CA, G-14)

14. Prior to issuance of building permits, Developer shall correct all violations of the City Code existing on the project property for which the Code Compliance Division has open cases. (PL, G-15).

#### **PLANNING DIVISION CONDITIONS**

15. Developer shall mitigate air quality emissions associated with development of the subject site through a contribution to the City's Transportation Demand Management (TDM) program. Such fee shall be calculated at the time of building permit issuance in accordance with the Ventura County Air Quality Assessment Guidelines, as amended. Such fee shall be collected in full prior to building permit issuance. (MND, C-9)
16. Developer shall remove any and all graffiti from the project premises within 24 hours of its appearance. The surface of such affected areas shall be matched to blend in with the underlying colors and/or design, and shall not look like a paint patch.
17. Before the City issues building permits, Developer shall provide a Graffiti Deterrent Plan, subject to the approval of the Planning Manager. Such plan shall include such elements as clear film on windows and/or mirrors, as well as washable paint and sealers on the building and perimeter walls. (PL)
18. Applicant shall screen, to the satisfaction of the Planning Manager, any HVAC equipment visible from the public right-of-way. Screening plants shall be consistent with other species on the property and a minimum size of five gallons. (PL)
19. Prior to building permit issuance, the developer shall provide a public improvement plan which identifies, and includes, city fiber optic network infrastructure. This connection shall be established by installing fiber optic conduit to the project's frontage according to city specifications. The fiber optic network infrastructure must be included in the project's master utility plans and installed prior to the granting of a certificate of occupancy.
20. Where pedestrian walkways cross drive-through lanes, signage shall be provided to alert vehicles of the pedestrian crossing. Signage shall include the language, "Pedestrian Crossing", or other language approved by the Community Development Director. Each sign shall not exceed 5 feet in height or a sign area of two (2) square feet, and shall not include any advertising or business identification.
21. Design measures to avoid vehicle and pedestrian/bicycle conflicts shall be maintained. Direct pedestrian entry through the front of the building shall be maintained from streets and sidewalks to the building entrance. Well-articulated pedestrian routes and zones shall be maintained on the site, linking building entrances and parking areas. Drive-through lanes should be maintained to minimize conflicts with pedestrian walkways, bicycle routes, and paths of travel. Drive-through lanes that obstruct a pedestrian pathway between parking areas or sidewalks and entries into the building shall maintain a pedestrian crossing that is delineated by landscaping, striping, curbing, and raised or decorative paving to separate pedestrian and vehicular access and circulation to the satisfaction of the Community Development Director.

22. The location of drive-through facilities in relation to the building, including the location of the pick-up windows, stacking lane, and vehicle access, shall be oriented in a manner such that headlight glare is not directed towards oncoming traffic on public streets, or is to be screened with landscaping, berms, walls or other means to the satisfaction of the Community Development Director.
23. The drive-through may operate 24 hours per day but the speaker box shall be equipped with an automatic volume control. The design of the drive-up audio system shall control and minimize the volume of the system to comply with the City's Noise Regulations in order to control unnecessary, excessive and annoying noises which could be detrimental to the public health and welfare to the satisfaction of the Community Development Director.
24. Prior to the issuance of a Building Permit, the Applicant/Operator is to submit a final Drive-Thru Queue Management Plan that identifies how the internal circulation of the site shall be managed, back-ups are avoided, and conflicting turning movements are to be avoided with the introduction of the new drive-through use. The plan should describe solutions that are available through personnel, technology and/or temporary and permanent barriers as described in the plan dated October 8, 2022. For instance, the Applicant may propose using roving staff with mobile ordering devices when the drive-through exceeds the designed capacity. Prior to the issuance of a Certificate of Occupancy, the Community Development and Public Works Departments shall approve the final Drive-Thru Queue Management Plan.
25. After implementation of the Drive-Thru Queue Management Plan, and upon the determination of the Community Development or Public Works Departments that the plan created for the drive-through use is not functioning effectively, or upon any future modification or expansion, the plan shall be comprehensively re-evaluated by the Community Development and Public Works Departments. This re-evaluation work effort shall be accompanied by a filing fee determined by the Community Development Director and Public Works Director to address staff review time by Community Development and Public Works staff.
26. All dining establishments with cooking operations shall implement best management practices to minimize the potential release of food processing facility odors and smoke outside the building as could be detected at the property line. Such best practices could include changing operating practices, improving maintenance of cooking equipment, installing odor control equipment, and/or upgrading venting systems to control unnecessary, excessive and annoying odors or smoke which in the judgment of the City of Oxnard or the Ventura County Air Pollution Control District is determined to be a public nuisance or to be detrimental to the public health and welfare.
27. No alcohol use of any type is approved as a part of this action. A separate alcohol use request must receive a Special Use Permit approved by the City and Alcohol Beverage Control prior to inauguration of the use.
28. Developer shall repair and/or replace any existing broken or damaged sidewalk, curb gutter or asphalt paving adjacent to property due to the construction of the Project, as

directed by the City Inspector. (DS)

29. Developer shall construct a waste enclosure, with a roof and level concrete pad for the storage of the required containers out of view of the public street. Developer shall provide a concrete apron in front of the enclosure to facilitate proper servicing. Enclosure gates must be constructed to allow eight (8) feet of clear space to allow passage of the City issued containers. (DS)
30. Prior to issuance of demolition permits for any structure on the site, Developer shall provide evidence of notifying the Air Pollution Control District of such demolition. Demolition and/or renovation activities shall be conducted in compliance with APCD regularities regarding Asbestos (Rule 63.7).
31. During construction, Developer shall post and maintain onsite signs, in highly visible areas, restricting all vehicular traffic to 15 miles per hour or less.
32. During periods of high winds (i.e. wind speed sufficient to cause fugitive dust to impact adjacent properties), Developer shall cease all clearing, grading, earth moving, and excavation operations to prevent fugitive dust from being a nuisance or creating a hazard, either onsite or offsite.
33. Prior to grading permit approval, Developer shall include on the grading plans a reproduction of all conditions of this permit pertaining to dust control requirements. (PL)
34. In the event that any historic or prehistoric cultural resources are discovered, work in the vicinity of the find shall be halted immediately. A City approved archeologist shall be retained to evaluate the discovery and determine the necessary mitigations for successful compliance with all applicable regulations. Developer or its successor in interest shall be responsible for paying all salaries, fees and the cost of any future mitigation resulting from the survey.
35. A master sign program for the center, including drive-through signage, must be approved and associated drive-through signage must be installed prior to the issuance of a certificate of occupancy for the project site. The drive-through signage (i.e. directional signage and menu boards) must be installed and maintained in compliance with the approved master sign program (i.e. the location, dimensions, color, letter style, letter height, and sign type of all signs to be installed in conjunction with the drive-through use) for as long as the drive-through will be in operation. The master sign program is to be reviewed and approved by the Director.
36. Plans submitted by Developer with building permit applications shall show on the building elevation sheets all exterior building materials and colors, including product and finish manufacturer name, color name and number, and surface finish type (such as: stucco with sand finish, plaster with smooth finish) to be used in construction. (PL/B, PL-1)
37. Any application for a Minor Modification to the project shall be accompanied by four copies of plans reflecting the requested modification, together with applicable processing



fees. (PL, PL-2)

38. Before the City issues building permits, Developer shall include a reproduction of all conditions of this permit as adopted by Resolution of the Community Development Director in all sets of construction documents and specifications for the project. (PL, PL-3)
39. Before the City issues building permits, Developer shall provide to the Planning Manager color photographic reductions (8 1/2" by 11") of full-size colored elevations and any other colored exhibit approved by the Community Development Director. Developer may retain the full-size colored elevations after the reductions are so provided. (PL, PL-4)
40. Developer acknowledges that because of population limitations placed on the City by the Air Quality Management Program, approval of this permit does not guarantee that the City will issue building permits. The City's issuance of building permits may be delayed as a result of implementation of an air quality plan. (PL, PL-5)
41. Developer may not modify any use approved by this permit unless the Planning Division Manager determines that Developer has provided the parking required by the City Code for the modified use. (PL, PL-7)
42. Project on-site lighting shall be of a type and in a location that does not constitute a hazard to vehicular traffic, either on private property or on adjoining streets. To prevent damage from vehicles, standards in parking areas shall be mounted on reinforced concrete pedestals or otherwise protected. Developer shall recess or conceal under-canopy lighting elements so as not to be directly visible from a public street. Developer shall submit a lighting plan showing standard heights and light materials for design review and approval of the Planning Division Manager. (PL/B, PL-8)
43. In order to minimize light and glare on the project property, all parking lot and exterior structure light fixtures shall be high cut-off type that divert lighting downward onto the property and shall not cast light on any adjacent property or roadway. (PL, PL-9)
44. During construction, Developer shall water the area to be graded or excavated prior to commencement of grading or excavation operations. Such application of water shall be at least twice per day and shall penetrate sufficiently to minimize fugitive dust during grading activities. (B/DS, PL-11)
45. During construction, Developer shall control dust by the following activities:
  - a. All trucks hauling graded or excavated material offsite shall be required to cover their loads as required by California Vehicle Code section 23114, with special attention to sub sections 23114(b)(2)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads.
  - b. All graded and excavated material, exposed soils areas, and active portions of the construction site, including unpaved onsite roadways, shall be treated to prevent fugitive dust. Treatment shall include, but not necessarily be limited to, periodic watering, application of environmentally-safe soil stabilization materials, and/or

roll-compaction as appropriate. Watering shall be done as often as necessary and reclaimed water shall be used whenever possible. (B/DS, PL-12)

46. Developer shall provide for dust control at all times during project property preparation and construction activities. (B/DS, PL-13)
47. Developer agrees to participate in a water conservation program that includes refitting water fixtures existing on the project property with water conserving devices within residences or businesses in the City's water service area, if such a program is in effect when building permits are issued for this project. Among the requirements of such a program might be refitting existing toilets, faucets, shower heads, landscaping irrigation or other fixtures and items that consume water within the structure. (PL, PL-14)
48. Because of water limitations placed upon the City by its water providers, approval of this permit does not guarantee that the City will issue building permits. Issuance of building permits may be delayed as a result of implementation of a water conservation or allocation plan. (PL, PL-15)
49. Prior to issuance of building permits, Developer shall pay a document imaging fee for the planning files in an amount calculated by planning staff at the time of building permit review based on fees then in effect. (PL/B, PL-16).
50. Developer shall recess or screen roof heating and cooling systems and other exterior mechanical equipment from adjoining property and public streets, as required by this permit. Plumbing vents, ducts and other appurtenances protruding from the roof of structures shall be placed so that they will not be visible from the front of the property or other major public vantage points. Developer shall include a note on the construction plumbing drawings of exterior elevations to indicate to contractors that roof features shall be grouped and located in the described manner. Roof vents shall be shown on construction drawings and painted to match roof material color. (PL/B, PL-41)
51. Developer shall install all roof and building drainpipes and downspouts inside building elements. These items shall not be visible on any exterior building elevations. (PL, PL-42)
52. For any exterior utility meter panels, Developer shall paint such panels to match the structure upon which it is located. Such panels shall be located to take advantage of screening (e.g. landscaping or other building elements) from public right-of-ways, to the maximum extent feasible. (PL, PL-43)
53. Developer shall stripe loading zones placed partly or wholly within a structure for loading and unloading activities only and post to prohibit storage or other non-loading activity within the loading zone. (PL/B, PL-49)
54. Pursuant to the City Zoning Code Section 16-140, the proposed order board and other related structures shall be located no less than 5 feet from the side property line.
55. Pursuant to the City Zoning Code Section 7-185 (Exterior Sound Standards), the order

boards or other project related items shall not exceed the maximum allowable exterior noise levels for commercial (60 dBA) areas, pursuant to OCC Section 7-185.

56. Pursuant to the City Zoning Code Section 16-623 (Schedule of Bicycle Parking Requirements), Developer shall install additional bicycle racks for a total of five spaces on the project site located near the front entrance of the CBC Federal Credit Union building. The design and location of the bicycle racks shall be submitted for review and approval by the Planning Manager in consultation with the City Traffic Engineer.

## **POLICE DEPARTMENT CONDITIONS**

57. A condition of approval requires compliance with the Outdoor Lighting Code & Guideline
- a. Outdoor lighting shall comply with Title 24, Part 6, of the California Code of Regulations: California's Energy Efficiency Standards for Residential and Nonresidential Buildings.
  - b. Unless approved as a specific exception to this guideline, all outdoor lighting shall be flat lens, full cut-off fixtures with the light source fully shielded with the exceptions:
    - i. Luminaires with a maximum output of 260 lumens per fixture, regardless of number of bulbs (equal to one 20-watt incandescent light), may be left unshielded provided the fixture has an opaque top to keep light from shining directly up.
    - ii. Luminaires with a maximum output of 1,000 lumens per fixture, regardless of number of bulbs (equal to one 60-watt incandescent light) may be partially shielded provided the bulb is not visible, and the fixture has an opaque to keep light from shining directly up.
  - c. Oxnard City Code 16-320: Lighting within physical limits of the area required to be lighted shall not exceed seven foot-candles, nor be less than one foot-candle at any point. A light source shall not shine upon, or illuminate directly any surface other than the area required to be lighted. No lighting shall be of a type or in a location that constitutes a hazard to vehicular traffic, either on private property or on the abutting streets. The height of light standards shall not exceed 26 feet. To prevent damage from automobiles, standards shall be mounted on reinforced concrete pedestals or otherwise protected.
58. Exterior lighting of the site including parking areas shall be between 1 and 7-foot candles and shall be in harmony with existing adjacent lighting scheme.
59. All exterior lighting shall operate from dusk to dawn.
60. All exterior LED lighting shall be of a similar nature and spectrum (3,000K to 20,000K Correlated Color Temperature).
61. Lighting instruments shall be full cut-off and installed so that light does not directly illuminate property outside the project site. Instruments shall not create glare for motorists or pedestrians.

62. Outdoor lighting instruments shall not be placed in close proximity of parking lot trees. In the event outdoor lighting instruments and trees are in close proximity an additional sheet will be required illustrating light and tree placement showing trees with a 20-year maturity.
63. Port Cocheres shall be illuminated between 15 and 30 foot-candles with a gradual drop off transition to adjacent parking/walking areas having illumination of 4 to 7 foot-candles.
64. Drive through aisles may be illuminated between 7 and 20 foot-candles with a gradual drop off transition to adjacent parking/walking areas having illumination of 4 to 7 foot-candles.

#### **Security Camera Systems – Businesses**

65. Security cameras shall be installed and operated 24 hours a day to monitor the business. The camera system shall comply with these minimum standards:
  - a) Cameras and supporting equipment shall supply digital color images under normal lighting conditions. Greyscale images are expected for infra-red lighting.
  - b) Cameras shall be made by a reputable manufacturer and maintained to current industry standards.
  - c) Cameras shall have low light capability and able to identify persons conducting transactions or entering the business.
  - d) The video system shall utilize a Digital Video Recorder (DVR). VHS and other formats are prohibited.
  - e) The video system shall allow recording, live viewing and playback of recorded video for a period of a period of at least 30 days.
  - f) Recorded images shall bear a date and time stamp that cannot be altered.
  - g) Camera installations shall cover areas open to the general public and where cash or other assets are maintained.
  - h) Cameras in domed casings are highly encouraged as their area of focus is not easily determined by a casual observer.
  - i) A camera shall be installed at to monitor all persons entering the premises from each exterior doorway. The camera shall be mounted 7-feet above the floor and shall be adjusted to capture images of the head and shoulders of all who enter.

#### **Alarms**

66. Any intrusion alarm system installed at the site shall utilize technology to differentiate between human and non-human motion. The alarm system shall be compliant with Oxnard City Code 11-95 through 11-100.

#### **DEVELOPMENT SERVICES DIVISION CONDITIONS**

67. Developer shall pay plan check and processing fees in effect at the time of construction plan submittal and shall pay development fees, encroachment permit fees, and other applicable fees in effect at permit issuance. (DS-1)

68. Developer shall install on site and off site electric, cable, telephone and similar utility service laterals underground in accordance with City ordinances in effect at the time City issues a building permit. Services shall be installed underground to the nearest suitable riser pole as determined by the appropriate utility service provider. (DS-12)
69. Developer shall remove graffiti from the project, including graffiti on offsite public infrastructure under construction by Developer, within 24 hours of its appearance. If Developer fails to remove graffiti in accordance with this condition, the City may at the discretion of the City Engineer issue a stop work order until such time as the graffiti is removed. (DS-20)
70. The conditions of this resolution shall prevail over all omissions, conflicting notations, specifications, dimensions, typical sections, and the like, that may or may not be shown on the improvement plans. (DS-21)
71. Developer shall pay the cost of all inspections of on site and off site improvements. (DS-22)
72. Developer shall be responsible for all project related actions of Developer's employees, contractors, subcontractors, and agents until City accepts the improvements. (DS-23)
73. Developer shall install City approved backflow prevention devices for water connections if so ordered by the City Engineer. (DS-45)
74. Developer shall install bike racks in accordance with City standards at locations approved by City Traffic Engineer. (TR-73)
75. Developer shall construct a new water meter and new sewer lateral to serve the restaurant. (DS).
76. The new sewer lateral serving the food preparation area must be connected to a grease interceptor. After the grease interceptor, the new sewer lateral may join the existing primary sewer lateral that serves the existing building. (DS)
77. Developer shall verify that the existing primary sewer lateral is adequate to serve the existing building with the additional restaurant component. If proven insufficient, the existing primary lateral must be upgraded to current standards. (DS)
78. The project shall comply with the latest California Building Code disabled access requirements for Americans with Disabilities Act (ADA). (DS)
79. The improvement plans shall show the exhaust hood from the kitchen will not interfere with or affect the second floor and exterior walkway outside of the building. The design is subject to the review and approval of the City Building Official. (DS)
80. Developer shall construct an additional trash enclosure to supplement the existing, meeting City standards to store trash, recycle, and organics. Storing multiple bins in each

compartment and shuffling them around is not an acceptable design. The design of the trash enclosure shall accommodate all of the required bins without the need to shuffle them. All site refuse bins shall be stored in an approved enclosure. No objects other than refuse bins may be stored in the enclosure without the written permission of the Environmental Resources Division. (DS)

81. The trash enclosure shall be constructed with a reinforced concrete apron along the entire length of the trash enclosure opening that extends a minimum of 15-feet from the face of the enclosure. The floor and a loading/service pad of the trash enclosure to be substantially level (2% max slope). (DS)
82. Developer shall execute a shared-use agreement prior to building permit issuance if the trash enclosure serves other establishments aside from the project. (DS)
83. Developer shall construct a trash enclosure with a solid non-combustible roof (8-foot minimum clearance and matching existing design) that prevents stormwater from entering the refuse bins. Developer shall construct all other components of the trash enclosure in accordance with the approved City Standard Plan on file with the Building and Engineering Division. Developer shall finish the trash enclosure to match the major design elements of the main structure subject to approval by the Planning Division. The location and configuration of the enclosure shall be approved by the Environmental Resources Division. (DS)
84. The project shall install a grease interceptor unless directed otherwise by the City of Oxnard Public Works Department. If a grease interceptor is installed, a hose bib shall be installed outside of the trash enclosure, and a traffic-rated drain shall be installed inside the enclosure to capture all enclosure wash water. This drain shall connect to the onsite grease interceptor. (DS)
85. If the proposed site improvements result in the alteration of 5,000 square feet or more of impervious area, the project will be required to provide stormwater mitigations as a redevelopment project. Developer shall design project to minimize degradation of stormwater quality by complying with the applicable sections of the Los Angeles Regional Water Quality Control Board's municipal separate storm sewer system ("MS4") permit (Order R4-2010-0108 including all revisions) for a redevelopment project. Developer shall submit stormwater quality calculations and associated construction plans demonstrating compliance with the MS4 permit. Calculations shall generally be organized to follow the steps outlined in Chapter 2 of the 2011 Technical Guidance Manual for Stormwater Control Measures. (DS)
86. Prior to issuance of grading, building or demolition permit and prior to commencement of any clearing, grading or excavation, Developer shall prepare a Local Stormwater Pollution Prevention Plan ("Local SWPPP"). The Local SWPPP shall be developed and implemented in accordance with the requirements of the Ventura Countywide MS4 Permit. The Local SWPPP shall be approved by the City Engineer prior to issuance of a site improvement/grading permit. Developer shall keep the Local SWPPP updated to



reflect current site conditions and a copy of the Local SWPPP shall be kept onsite and available for City or designated representative to review upon request. (DS)

87. As directed by the Public Works Stormwater Division, Developer shall install two connected pipe screen full capture trash devices from United Stormwater to the catch basins S17-304 and S17-301 on the corner of Gonzales Road and Outlet Center Drive. (DS)

#### **TRAFFIC DIVISION CONDITIONS**

88. Developer shall incorporate details on the engineering plans showing directional signs and pavement markings that will assist and direct motorists through both drive-through lanes. (TR)
89. Show the car queuing design for the drive-through lanes in the engineering improvement plans for the Traffic Division to review. (TR)
90. Developer shall comply and implement the recommendations described in the parking prepared for the CBC Federal Credit Union Office Building project by Associated Transportation Engineers (ATE) dated January 4, 2023. (TR)

#### **ENVIRONMENTAL RESOURCES DIVISION**

91. This property is required to comply with state mandated diversion laws (AB 939, AB 341, AB 1826, SB 1383, AB 827) and must make provisions to manage three material streams (recycling, organics, trash) in any waste enclosure(s) constructed.
92. To ensure that solid waste generated by the project is diverted from the landfill and reduced, reused or recycled, Developer shall complete and submit a “Environmental Resources Division Construction and Demolition Waste Management Plan” (“C&D Plan”) to the City for review and approval. The C&D Plan shall provide that at least 65% of the waste generated on the project be diverted from the landfill. The C&D Plan shall include the entire project area, even if tenants are pursuing or will pursue independent programs. The C&D Plan shall be submitted to and approved by the Environmental Resources Division prior to issuance of a building permit. The C&D Plan shall include the following information: material type to be recycled, reused, salvaged or disposed; estimated quantities to be processed; management method used; destination of material including the hauler name and facility location. Developer shall use the appropriate C&D Plan form as defined by the Environmental Resources Division.
93. Developer shall follow the approved “Environmental Resources Division Construction and Demolition Waste Management Plan” and provide for the collection, recycling, and/or reuse of materials (i.e., concrete, wood, metal, cardboard, green waste, etc.) and document results during construction and/or demolition of the proposed project. After completion of project activity, Developer shall complete and submit the “Environmental Resources Division Construction and Demolition Waste Management Report” (“C&D Report”) and provide legible copies of weight tickets, receipts, or invoices for materials sent to disposal

or reuse/recycling facilities. For other discarded or salvaged materials, Developer shall provide documentation, on the disposal facility's letterhead, identifying where the materials were taken, type of materials, and tons or cubic yards disposed, recycled or reused, and the project generating the discarded materials. Developer shall submit and obtain approval of the C&D Report prior to issuance of a certificate of occupancy.

94. Developer shall arrange for materials collection during construction, demolition, and occupancy with the City's Environmental Resources Division or Developer shall arrange for self-hauling.
95. An Occupancy Plan must be submitted and approved prior to issuance of a certificate of occupancy. The Occupancy Plan must clearly state how recyclable and organic material, as appropriate, will be managed on site to be in compliance with applicable state laws AB 939, AB 341, AB 1826, SB 1383, AB 827); how restaurant staff will participate in the program; and how customers will be altered to the presence of recycling on site and how contamination will be minimized. The Occupancy Plan must include what service provider(s) will manage/transport materials to appropriate facilities for processing and/or disposal.
96. Per AB 827, public areas that provide waste collection to customers must have an equitable distribution of containers for recycling, organics and trash that are easily accessible. This requirement does not apply to restrooms.
97. This property is required to adhere to applicable solid waste management ordinances, including future ordinance creation and/or revisions.
98. Any landscaping maintenance resulting in organic material needing disposal, if performed in-house or via third party, must not be placed in the trash. All organic materials are required to be diverted from landfill disposal. Any third-party contract/service agreement must stipulate this requirement and be verified through the Environmental Resources Division.
99. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a matter approved by the City Engineer.
100. Any new or renovated waste enclosure must be made of CMU Walls with a roof. The enclosure must be fully enclosed with a metal mesh between the CMU Walls and the roof.

#### **FIRE DEPARTMENT CONDITIONS**

101. Before the City issues building permits, Developer shall obtain the Fire Chief's approval of a plan to ensure fire equipment access and the availability of water for fire combat operations to all areas of the project property. The Fire Chief shall determine whether or not the plan provides adequate fire protection. (FD/DS, F-3)
102. All structures on the project property shall conform to the minimum standards prescribed in Title 19 of the California Code of Regulations. (FD, F-5)

103. The project shall meet the minimum requirements of the “Fire Protection Planning Guide” published by the Fire Department. (FD, F-6)
104. At all times during construction, Developer shall maintain paved surfaces capable of handling loads of 76,000 pounds which will provide access for firefighting apparatus to all parts of the project property. (FD/DS, F-7)
105. Developer shall identify all hydrants and fire protection equipment on the project property as required by the Fire Chief. (FD, F-8)
106. Developer shall provide central station monitoring of the fire sprinkler system and all control valves. (FD, F-10)
107. The turning radius of all project property driveways and turnaround areas used for emergency access shall be approved by the City Traffic Engineering Department. (FD, F-11)
108. Developer shall provide automatic fire sprinklers as required by the City Code and shall contact the Fire Chief to ascertain the location of all connections. (FD, F-12)
109. Developer shall install in each structure in the project an alarm system with a central station monitor that will automatically notify the Fire Department in the event of a fire in the structure. The alarm system shall include a UL or State Fire Marshal approved device, which shall not exceed design specifications, that reports the location of the fire and provides floor by floor water flow monitoring and allows the central station monitor to inform the Fire Department. (FD, F-13)
110. All signalized intersections shall be equipped with pre-emption equipment. (FD/TR, F15)
111. Developer shall comply with Certified Unified Program Agency (CUPA) requirements regarding the storage, handling and generation of hazardous materials or waste. Prior to the issuance of building permits, Developer shall contact the CUPA division of the Fire Department to ensure that such requirements are followed. (FD, F-16)
112. All landscape on project property will coordinate with the fire protection features, to prevent access problems to fire protection features.
113. Fire hydrants shall be operational and accessible at all times. No parking, storage or staging of equipment/supplies shall be located within 15 feet on either side of fire hydrants. Prior to final inspection, blue reflective hydrant location markers shall be placed on the access roads in accordance with Fire Department standards.
114. Fire sprinkler coverage is required for:
  - a. Patios, overhangs or any other projections that are 48” or more from the structure.
  - b. Open areas beneath stairs that serve a habitable space or when that area is accessible for storage or has mechanical equipment.
  - c. The protection of the forced air unit when located in the attic or other areas that are normally inaccessible.

115. Before the city issues a certificate of occupancy, the developer shall install Knox key vaults at a location to be determined by the Fire Department.

PASSED, APPROVED, AND ADOPTED this 3rd day of October 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

---

John Zaragoza, Mayor

ATTEST:

---

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

---

Stephen M. Fischer, City Attorney

# **Dunkin Donuts**

## **Appeal of Planning Commission Decision to Grant Planning and Zoning Permit No. 22-550-01 (Major Modification to Special Use Permit)**

Jay Dobrowalski, Planning Supervisor  
Joe Pearson II, Planning and Environmental Services Manager  
Community Development Department

City Council  
October 3, 2023

A request for a Major Modification (PZ 22-550-01) to Special Use Permit (PZ 00-05-142) to allow the following:

- Project includes construction and conversion of 1,419 square feet of ground floor tenant space within the existing CBC Credit Union into a donut/coffee shop (Dunkin Donuts)
- Conversion of one existing drive-through lane with 8-vehicle capacity
- Reduction of required parking spaces from 151 to 129

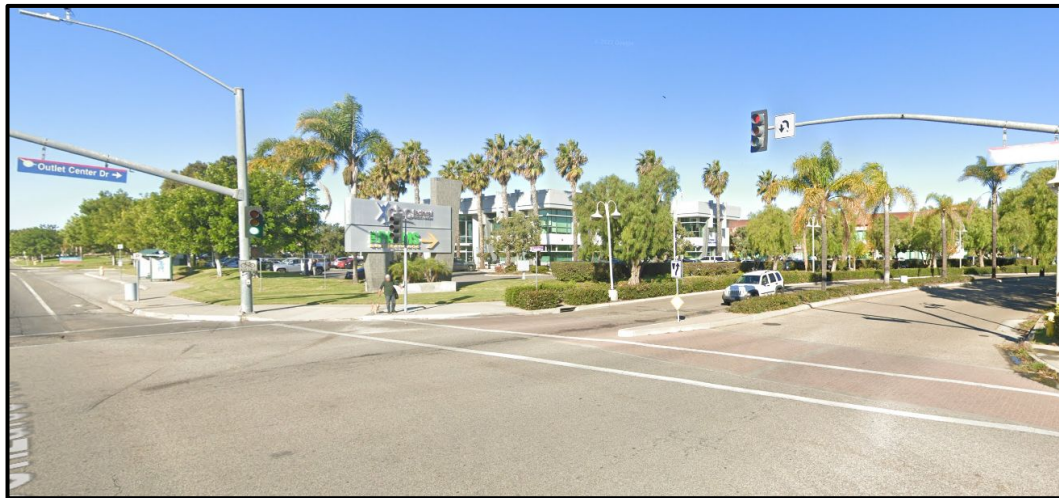


# PROJECT LOCATION

3

## Project Site: 2151 East Gonzales Road

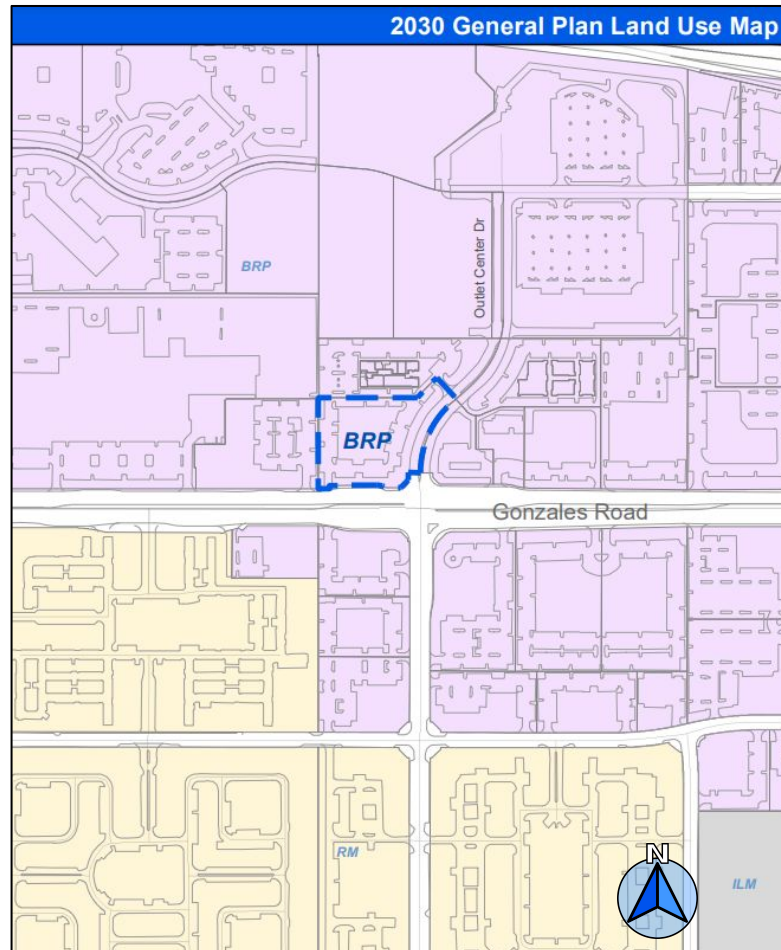
Existing Multi-tenant office building with  
ground floor credit union and upper floor  
medical office space.



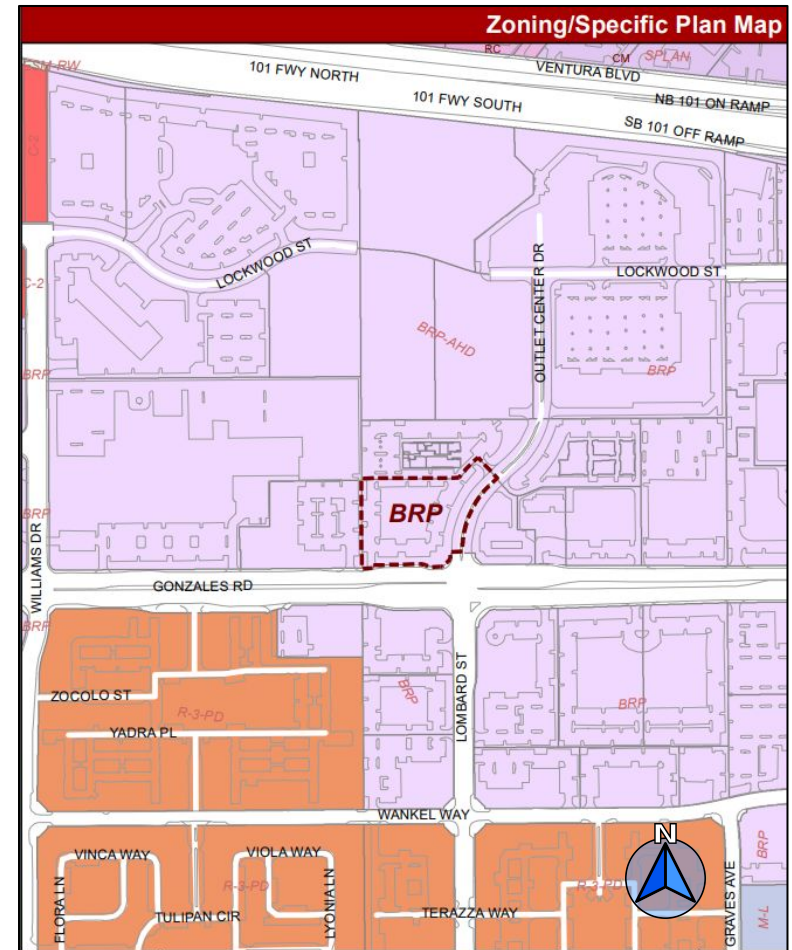


| LOCATION     | ZONING                       | GENERAL PLAN                 | EXISTING LAND USE                                   |
|--------------|------------------------------|------------------------------|-----------------------------------------------------|
| Project Site | Business Research Park (BRP) | Business Research Park (BRP) | Credit Union and mix of general and medical offices |
| North        | Business Research Park (BRP) | Business Research Park (BRP) | Medical offices                                     |
| South        | Business Research Park (BRP) | Business Research Park (BRP) | Medical-Urgent Care                                 |
| East         | Business Research Park (BRP) | Business Research Park (BRP) | Self-Service Station/Convenience store (7-Eleven)   |
| West         | Business Research Park (BRP) | Business Research Park (BRP) | Medical offices (Kaiser Permanente)                 |





Business Research Park (BRP)



Business Research Park (BRP)

May 3, 2001:

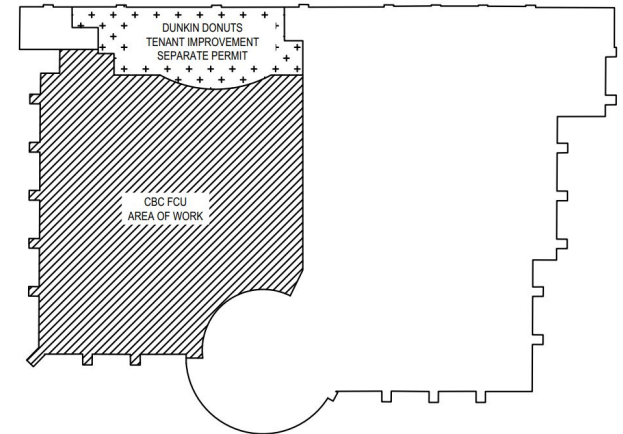
Planning Commission approved Special Use Permit No. 00-5-142 and adopted Mitigated Negative Declaration No. 01-09 for the construction of a 30,456 square foot building for bank and office uses.

To date, there have been no changes to the original development.

## 7

# PROPOSED FLOOR PLAN - DUNKIN DONUTS

8





July 6, 2023:

- PC considered project to convert a portion of existing credit union building into a donut/coffee shop with a drive-through.
- Project includes request for on-site parking relief.
- PC expressed concerns related to adjacent medical offices, potential vehicle/pedestrian conflicts, and drive-through management plan
- PC made a Motion of Intent to Deny the project and continued the hearing to approve a Resolution of Denial.

August 3, 2023:

- PC resumed public hearing to deliberate and vote
- Continued hearing had additional Commissioners, additional testimony and deliberations
- PC approved the project per staff recommendations from July 6, 2023 hearing

August 21, 2023:

- Within the prescribed 18 day appeal period, the Appellant filed a timely appeal of the PC's decision to approve the project.
- Appellant has appealed the decision of the Planning Commission on seven grounds of appeal.
- Grounds of appeal and staff responses are discussed in the Staff Report and summarized in the following slides.

## Summarized Ground of Appeal:

BRP zone is for limited commercial activities

## Staff Response:

- Proposed use is allowed with a ministerial permit
- Proposed drive-through requires SUP
- Project is consistent with allowed uses and surrounding development

### Summarized Ground of Appeal:

PC approved a Motion of Intent to Deny the project

### Staff Response:

- PC makes motions that evolve during hearing process
- Motion to Approve did not carry; hearing continued
- Continued hearing had additional Commissioners, additional testimony and deliberations
- Commission approved project

### Summarized Ground of Appeal:

Requested parking relief is a 14.5% reduction

### Staff Response:

- City Code allows PC to grant relief when parking is shown to be excessive
- Applicant submitted Parking Study shows adequate supply of reserved parking
- Request for relief was approved by PC



| TENANT                         | SIZE      | ZONING<br>CODE<br>REQUIRED | PARKING<br>STUDY<br>REQUIRED |
|--------------------------------|-----------|----------------------------|------------------------------|
| Credit Union                   | 5,878 SF  | 1:250 SF<br>24 spaces      | 3.72:1,000 SF<br>22 spaces   |
| General Office                 | 16,800 SF | 1:250 SF<br>67 spaces      | 2.39:1,000 SF<br>39 spaces   |
| Medical Office                 | 6,390 SF  | 1:200 SF<br>32 spaces      | 3.23:1,000 SF<br>21 spaces   |
| Dunkin Donuts                  | 1,419 SF  | 1:50 SF<br>28 spaces       | 12.52:1,000 SF<br>18 spaces  |
| <b>Total Required Parking:</b> |           | <b>151 spaces</b>          | <b>100 spaces</b>            |

## Summarized Ground of Appeal:

- Drive-through spaces are not available for on-site parking
- Requested reduction is a 25% reduction
- Applicant has not made an adequate showing to support the requested decrease

## Staff Response:

- City Code allows stacking credit for drive-through lanes
- Requested reduction is 14.5% decrease
- Parking Study states the stacking credit verbatim
- Appellant does provide basis for lack of showing to support requested parking relief

## Summarized Ground of Appeal:

Project site has shared vehicle entrance and reciprocal parking easement for patients with limited mobility

## Staff Response:

- Reciprocal parking easement is private transaction
- Easement is disclosed in Parking Study
- Project does not change vehicle access
- Appellant does not mention many parking spaces with direct access to their building for customers

## Summarized Ground of Appeal:

- Increased traffic presents serious hazard for patients
- Queue management plan is inadequate to address parking, congestion, and circulation

## Staff Response:

- Project does not alter vehicle path of travel
- Appellant does not provide evidence of significant impact
- Project reviewed by City Traffic staff who recommended conditions of approval
- PC approved project as conditioned

Signage will be installed to direct customers to use Dunkin' Mobile App.  
Signage will be installed to direct customers where to find "Park and Pick Up" parking.

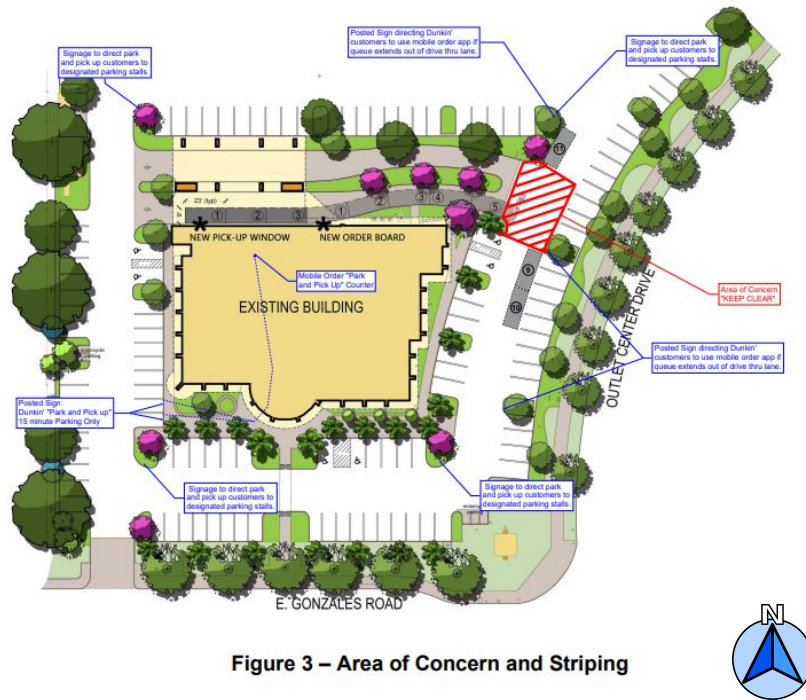


Figure 3 – Area of Concern and Striping



## Summarized Ground of Appeal:

PC decision based on assumptions and conjecture not supported by evidence in the record

## Staff Response:

- PC motions evolve during public hearing process
- PC hearing continued with additional Commissioners
- Continued hearing had additional Commissioners, additional testimony and deliberations
- Appellant does not specify “assumptions and conjecture” or substantial evidence that the PC erred



Appellant “...respectfully requests that the City Council overturn the Planning Commission’s approval.”

## Environmental Review:

- An addendum to MND No. 01-09 was prepared
- The addendum did not identify any areas of concern
- Project is consistent with CEQA

## General Plan:

- Project is consistent with the 2030 General Plan policies

## Zoning Code:

- Project is consistent with Zoning Code
- PC approved parking relief

| DEVELOPMENT STANDARD        | REQUIREMENT     | PROPOSED        | COMPLIES?                            |
|-----------------------------|-----------------|-----------------|--------------------------------------|
| Off street parking (16-622) | 151 auto spaces | 129 auto spaces | Yes, with granting of parking relief |

- Notice of CC hearing was provided:
  - Newspaper,
  - On-site posting; and
  - Mailed to property owners within 300 feet.
- This project is not located within a General Plan designated neighborhood.
- To date, Staff has received one comment letter regarding the proposed project. The letter (from Nelson Comis Kettle & Kinney, LLP representing the Palms Medical Plaza Owners' Association, dated March 7, 2023) includes concerns regarding potential impacts to parking, traffic, and pedestrian circulation. The project is consistent with parking, traffic, and circulation requirements and the information in the letter does not change staff recommendation.

That the City Council conduct a public hearing and:

- a) Adopt an Addendum to Mitigated Negative Declaration No. 01-09; and
- b) Adopt a resolution denying the appeal and upholding the Planning Commission's approval of Planning and Zoning Permit No. 22-550-01 (Major Modification to Special Use Permit), subject to certain findings and conditions



**End of Presentation**



## CITY COUNCIL AGENDA REPORT

### PUBLIC HEARINGS AGENDA ITEM NO. M.2

**DATE:** October 3, 2023

**TO:** City Council

**FROM:** Jeff Pengilley, Community Development Director, (805) 385-8208, jeff.pengilley@oxnard.org

**SUBJECT:** Continuance of Noticed Public Hearing from September 19, 2023 City Council meeting. Planning & Zoning (PZ) Permit No. 23-580-02: Zoning Text Amendments (ZTA) to the existing regulation of commercial cannabis manufacturing, distribution, testing, and retail dispensaries and creation of indoor commercial cannabis cultivation regulations (20 minutes).

### RECOMMENDATION

That the City Council:

- a. Conduct a public hearing to introduce an ordinance amending Chapters 11 and 16 of the Oxnard City Code;
- b. Determine if the City Council wishes to include the Trabajo Dr. area, and Camino Real Business Park Specific Plan area for indoor cannabis cultivation, as originally depicted in the 2018 cannabis cultivation map presented to the City Council;
- c. If the City Council does not wish to include the Trabajo Dr. area, and Camino Real Business Park Specific Plan area for indoor cannabis cultivation, approve the introduction and first reading by title only and waive further reading of an ordinance titled:

An ordinance of the City Council of the City of Oxnard amending the Oxnard City Code (OCC) Chapters 11 and 16 pertaining commercial cannabis activity (Zoning Text Amendment; PZ No. 23-580-02); and incorporate commercial cannabis cultivation (Section 16-163 and an amendment to OCC Chapters 11 and 16 to allow up to five (5) indoor commercial cannabis cultivators in six (6) identified areas of the City.

- d. Alternatively, if the City Council does wish to include Trabajo Dr. area, and Camino Real Business Park Specific Plan area for indoor cultivation, approve the introduction and first reading by title only and waive further reading of the following ordinance with the direction that the Trabajo Dr. area, and Camino Real Business Park Specific Plan area be included within the areas in which cultivation is allowed:

An ordinance of the City Council of the City of Oxnard amending the Oxnard City Code (OCC) Chapters 11 and 16 pertaining commercial cannabis activity (Zoning Text Amendment; PZ No. 23-580-02); and incorporate commercial cannabis cultivation (Section 16-163 and an amendment to OCC Chapters 11 and 16 to allow up to five (5) indoor commercial cannabis cultivators in eight (8) identified areas of the City.

(Council and Council Committee provided feedback in 2020 and 2023 respectively. That feedback was incorporated into a draft indoor cultivation ordinance and presented to the Planning Commission for the subject item before the City Council)

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

<https://youtu.be/nkfNfNv0XoM>

### BACKGROUND



The Oxnard City Code (OCC) allows the following cannabis uses: retail dispensaries (16 licenses); manufacturing (8 licenses); distribution (3 licenses); and testing laboratories (1 license). To date, through a competitive application process the City has selected the maximum number of operators for cannabis retail and distribution. Based on a lack of applications, the City has only granted four of the eight manufacturing licenses. After two separate rounds of application windows, the City has not received any applications for cannabis testing. The 16 retail cannabis businesses are in plan check, in the process of conducting tenant improvements, or have received a certificate of occupancy and are in operation. Of the distributors, one (1) has a building permit. Of the four manufacturers, one (1) has a building permit. As a result of the implementation of the retail, manufacturing, distribution and testing regulations staff recommends minor changes to the OCC to clarify permit processes, align with State guidelines, and streamline renewal processes.

#### *Indoor Cultivation Ordinance:*

In October 2020, City Council provided direction to allow up to two (2) indoor or outdoor cannabis cultivators. On January 24, 2023, the Community Services, Public Safety, Housing & Development Committee (“Committee”) voted 3-0 in support of allowing only *indoor* commercial cannabis and increasing the number of commercial cannabis cultivation licenses from two (2) to up to five (5). The Committee also supported the recommendation to prohibit cultivation within the Rose Santa Clara Corridor Specific Plan area, which was an area previously recommended for commercial cultivation (Attachment 1).

The subject ZTA and cultivation ordinance were originally scheduled for consideration by the Planning Commission (“Commission”) on July 6, 2023, but was continued to August 3, 2023, with release of an updated OCC ordinance and staff report (Attachment 2 - August 3, 2023 staff report which incorporates July 6, 2023 Commission staff report). On August 3rd, the Commission reviewed the draft cultivation ordinance and ZTA to Chapters 11 and 16 of the OCC and recommended 5:0 (1 Commissioner absent, 1 Commissioner recused) to adopt the ZTA’s and indoor cultivation regulations (Attachment 3 and Attachment 4). The one public speaker at the hearing expressed concerns regarding the proposed potential locations for cultivation and the desire to change the City adopted and approved cannabis radius. Staff explained that the City Council had approved the criteria and identified best practices to ensure compatibility of such uses.

## **ANALYSIS/DISCUSSION**

Over the past two years, staff has identified zoning text amendments to Chapters 11 and 16 that are necessary to clarify and streamline cannabis-related processes. These changes are applicable to all cannabis uses, and do not increase the allowed number of retail, manufacturing, distribution, or testing laboratory licenses. The proposed ZTAs:

1. Improve the regulatory process/streamline cannabis uses through renewal and in future solicitations. Example of changes includes identification of requirements for renewal; requirements to apply for a cannabis permit; and ownership percentages;
2. Include process changes recommended by the City departments involved in the review and permitting of cannabis business types. Example of changes includes a change to the duration that an employee work permit is valid;
3. Align sections of the cannabis ordinance to existing OCC processes. Example of changes includes reference to OCC discretionary permit types, OCC minor modification provisions, and allowance of downtown parking management program in meeting parking requirements; and
4. Ensure that processes match State laws adopted since initial OCC cannabis regulations. Examples of changes include aligning State department titles/names, and updating regulations to align with State delivery permit processes.

These non-substantial ZTAs are summarized in the Commission staff report, are reflected in the proposed ordinance, and are prospective in application to cannabis uses/renewals. These changes have been discussed with cannabis operators who are in support of these changes. A legislative draft of proposed ZTAs to Chapters 11 and 16 is provided in Attachment 4.

#### *Indoor Cultivation Ordinance:*

Pursuant to the Committee's direction, the proposed indoor cultivation ordinance allows up to five (5) indoor cannabis cultivation licensees, conceptually in six (6) areas of the City through approval of a Development Design Review (DDR) permit. The indoor cultivation areas are shown in Attachment 5:

1. Sakioka Farms Business Park Specific Plan area;
2. McInnes Ranch Business Park Specific Plan area;
3. Arcturus Ave;
4. Northfield & Seagate Business Park Specific Plan Area;
5. Channel Islands Business Center; and
6. Statham Business Park.

Maps conceptually representing where cultivation would be permitted have been available to the public since 2018 when they were presented to the City Council for Council approval. When City staff were finalizing this staff report, it was determined that the written description of the recommended areas for cultivation did not fully match the 2018 map which visually depicted where cannabis cultivation would be allowed. The City Council supported the cultivation areas depicted in the 2018 maps and the maps were included as part of the agenda packet for the July 6, 2022 and August 3, 2023 Planning Commission meetings.

In order to ensure that the written descriptions of where indoor cannabis cultivation would be allowed matches the 2018 maps, staff is recommending that the written description be modified to include the additional following two areas, as depicted in Attachment 6.

Trabajador Dr area:

1. An area outside of any designated specific plan area, and is generally located east of the Sakioka Farm Business Park Specific Plan, south of Camino Ave., north of Camino Real Business Park Specific Plan area, and bordered on the east and south by the Camino Real Specific Plan Business Park area; and
2. Camino Real Business Park Specific Plan area.

The 2018 maps identified an area representing approximately 46 acres, which comprised the Trabajo Dr. area. and Camino Real Business Park Specific Plan area. Given that these areas have been depicted on the maps since 2018, the proposed new areas do not represent an expansion of the cannabis cultivation areas from what was first presented to the City Council in 2018 and has been shown on various maps since that time, including as part of the Planning Commission staff report and attachments dated July 6, 2023.

The recommendation provides two options for City Council consideration; one which affords City Council the option to exclude the two areas (recommendation c.) and one option to concur with staff's recommendation (recommendation d.). The indoor cannabis cultivation locations are reflected in Chapter 11, Section 11-473. The recommended OCC indoor commercial cannabis regulations follow established best practices, industry standards, and requirements to address land use compatibility. These standards are summarized in Section 11-487.

## STRATEGIC PRIORITIES

This agenda item supports the 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, inviting new business investments, and target site-based redevelopment opportunities.

## FINANCIAL IMPACT

Due to market conditions and as a result of the potential increase in the number of commercial cannabis cultivators, the following are annual revenue estimates as identified in the January 24, 2023 Council Committee staff report:

| Business Type | Number | Low Tax Rate | Low Estimate | High Tax Rate | High Estimate |
|---------------|--------|--------------|--------------|---------------|---------------|
|---------------|--------|--------------|--------------|---------------|---------------|

|                            |   |        |           |         |           |
|----------------------------|---|--------|-----------|---------|-----------|
| 2018 Cultivation Estimates | 2 | \$7/sf | \$140,000 | \$10/sf | \$200,000 |
| 2022 Cultivation Estimates | 5 | \$7/sf | \$350,000 | \$10/sf | \$500,000 |

The 2018 estimates assume an average facility size of 10,000 square feet (sq. ft.). The City's cannabis business tax (Article XVI of the OCC) establishes an initial rate of \$7/square foot. for indoor cultivation with a maximum rate not to exceed \$10/sq. ft. Taxes to be paid are dependent upon canopy size and lighting conditions. The tax rate structure is also adjusted annually based upon the Consumer Price Index ("CPI").

## **COMMITTEE OUTCOME**

Council and Council Committee provided feedback in 2020 and 2023 respectively. That feedback was incorporated into a draft indoor cultivation ordinance and presented to the Planning Commission for the subject item before the City Council

*Prepared by: Kathleen Mallory, Planning & Sustainability Manager*

## **ATTACHMENTS**

1. January 24, 2023, the Community Services, Public Safety, Housing & Development Committee Staff Report.
2. August 3, 2023 Planning Commission Staff Report.
3. Proposed OCC City Council Ordinance - Chapters 11 and 16 - New Provisions.
4. Legislative OCC Revisions to Chapters 11 and 16.
5. Initial Proposed Indoor Commercial Cannabis Cultivation Areas.
6. Updated Proposed Indoor Commercial Cannabis Cultivation Areas.
7. October 3, 2023 Presentation FINAL.



## COMMUNITY SERVICES, PUBLIC SAFETY, HOUSING & DEVELOPMENT COMMITTEE AGENDA REPORT

### REPORTS AGENDA ITEM NO. D.2

**DATE:** January 24, 2023

**TO:** Community Services, Public Safety, Housing & Development Committee

**FROM:** Ashley Golden, Assistant City Manager, (805) 385-7478, ashley.golden@oxnard.org

**SUBJECT:** Consideration to Increase the Number of Commercial Cannabis Cultivators and Allow an Expansion in the Location Where Commercial Cannabis Cultivators are Permitted (10 minutes).

### RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee recommend that the City Council increase the number of commercial cannabis cultivators permitted to operate in the City from two to five; and, with the exception of the Rose Santa Clara Corridor Specific Plan area, allow these uses to be sited in the same location where the City has allowed commercial cannabis manufacturing, distribution, and testing.

(This item is not considered a project under the California Environmental Quality Act.)

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

### BACKGROUND

On June 26, 2018, the City Council directed Staff to proceed with evaluating the siting and land use regulations associated with the following cannabis related uses: 1) Retail; 2) Manufacturing; 3) Distribution; 4) Testing Laboratories; and 5) Cultivation. On October 2, 2018, the City Council received a presentation regarding land use and siting (location) options for all five types of cannabis uses, and information on the number/cannabis business type which could be supported within the City. The City Council was supportive of advancing cannabis regulations for manufacturing, distribution, and testing of cannabis (see Attachment 1). The October 2018 action conceptually approved the number and location for all five types of cannabis uses within the City and discussed the feasibility of indoor and outdoor cultivation. On June 4, 2019, City Council approved a cannabis manufacturing, distribution, and testing ordinance. On December 3, 2019, the City Council approved a cannabis retail ordinance.

On October 20, 2020, the City Council provided direction to Staff to prepare an indoor commercial cannabis cultivation ordinance for up to two indoor commercial cannabis cultivators. Since 2020, Staff has been focusing on advancing the manufacturing, distribution, testing, retail cannabis permit process, while continuing to monitor best practices associated with cultivation.

### DISCUSSION

In the four years that have passed since the Council's original direction, there have been changes in market conditions and best practices. As such, staff is recommending changes to where commercial cultivation be permitted and the number of cultivation permits allowed.

### **Suggested Increase in Number of Commercial Cannabis Cultivators**

In 2018, the City's cannabis consultant, HdL, initially recommended that the City proceed with a "go slow" approach whereby the City would allow two cannabis cultivators to avoid being overrun by a large request for cultivation licenses. According to the consultant, since this initial recommendation, the cannabis cultivation market has dramatically cooled, with new entrants into the market now being driven by local entrepreneurship rather than industry speculation.

In September 2022, HdL recommended increasing the number of cultivators from two to five due to the City's location and proximity to the Los Angeles cannabis market and to allow for changing market conditions and trends.

### **Suggested Change in Commercial Cannabis Locations**

In October 2018, City Council conceptually approved cannabis manufacturing, distribution, and testing in the following locations:

- Rose Santa Clara Corridor Specific Plan area (Business Park and Commercial) – north of US 101, west of N. Rice Ave., and generally east of Paseo Mercado
- Sakioka Farms Specific Plan area (Industrial and Business Research Park) – south of US 101, east of N. Rice Ave.
- McInnes Ranch Specific Plan area (Industrial) - south of Sakioka, and north of W. Fifth Street, east of N. Rice Ave
- Arcturus (Industrial) – north and south of E. Hueneme Rd., west of Perkins, Ormond Beach area
- Northfield Seagate (Industrial) – west of N. Rice Ave., north of W. Fifth Street, south of US 101
- Channel Islands Business Center (Industrial) - south of Wooley Rd., west of S. Rose Ave., and north of E. Channel Island Blvd.
- Statham Blvd. (Industrial) – west of S. Rose Ave., north of Channel Islands Blvd., east of Rose Ave.

In October 2018, City Council conceptually approved indoor commercial cannabis cultivation in the following locations:

- Rose Santa Clara Corridor Specific Plan area
- Sakioka Farms Specific Plan areas (matching the description of the areas, above)
- McInnes Ranch Specific Plan area (matching the description of the area, above)
- Arcturus area (matching the description of the area, above)

As a result of industry best practices to mitigate potential impacts, Staff recommends not allowing cultivation within the Rose Santa Clara Corridor Specific Plan area, but allowed cultivation in two other new locations where commercial manufacturing, distribution, and testing is permitted. This expanded area would mean cultivation is coterminous with the locations where cannabis manufacturing, distribution, and testing is allowed; i.e., now allowing cultivation in the Northfield Seagate, Channel Islands Business Center, and Statham Blvd. Specific Plan and project areas, respectively. Not allowing cultivation in the Rose Santa Clara Corridor Specific Plan ensures maximizing commercial uses including auto sales, employment opportunities, and commercial viability north of US 101. In summary, the proposed Commercial Cultivation Areas are:

- Sakioka Farms Specific Plan area (matching the description of the areas, above)
- McInnes Ranch Specific Plan area (matching the description of the areas, above)

- Arcturus (matching the description of the area, above)
- Northfield Seagate (matching the description of the area, above) - NEW AREA
- Channel Islands Business Center (matching the description of the areas, above) - NEW AREA
- Statham Blvd.(matching the description of the areas, above) - NEW AREA

## NEXT STEPS

Following direction from the Committee on the locations and maximum number of indoor cultivation permits, Staff will prepare an amendment to relevant chapters of the Oxnard City Code (OCC). This will include commercial cannabis cultivation regulations, drawing upon best practices to ensure compatibility and mitigation of any potential impacts, and permit processes. Community engagement regarding the expansion of the cultivation areas will occur as part of the ordinance development, including engagement with Specific Plan Association groups, as applicable. The regulations will be presented to the Planning Commission for a recommendation to the City Council.

Additionally, through the processing of retail cannabis permits (and issuance of the required occupancy licenses), Staff has identified the need for additional OCC revisions which will streamline the cannabis permit renewal process for all types of cannabis uses in the City. These OCC amendments will be coupled with the indoor cultivation regulations. This is anticipated to occur in late winter 2023, with final City Council approval in spring 2023.

Following Council approval action, Staff will prepare the cultivation application materials and initiate a competitive solicitation process later in 2023.

## STRATEGIC PRIORITIES

This agenda item supports the 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, to invite new business investments, and target site-based redevelopment opportunities.

## FINANCIAL IMPACT

Due to market conditions and as a result of the potential increase in the number of commercial cannabis cultivators, HdL has provided updated annual revenue estimates:

| Business Type              | Number | Low Tax Rate | Low Estimate | High Tax Rate | High Estimate |
|----------------------------|--------|--------------|--------------|---------------|---------------|
| 2018 Cultivation Estimates | 2      | \$7/sf       | \$140,000    | \$10/sf       | \$200,000     |
| 2022 Cultivation Estimates | 5      | \$7/sf       | \$350,000    | \$10/sf       | \$500,000     |

The 2018 estimates were based upon a “go slow” approach as recommended by HdL. All estimates assume an average facility size of 10,000 square feet (sq. ft.). The City’s cannabis business tax (Article XVI of the City of Oxnard Municipal Code) establishes an initial rate of \$7/sq. ft. for indoor cultivation with a maximum rate not to exceed \$10/sq. ft. The tax also includes an annual increase as of January 1, 2022, consistent with the Consumer Price Index ("CPI") California Department of Finance (DOF) for the Los Angeles Metropolitan region. However, since there are no cultivators in the City yet, the business tax rate has not been adjusted to incorporate the allowable CPI factor.



*Prepared by: Kathleen Mallory, Planning & Sustainability Manager, Matthew Simpkins, Management Analyst I*

**ATTACHMENTS**

1. October 2, 2018 City Council Conceptually Approved Locations of Cultivation and Manufacturing, Distribution, and Test
2. January 2023 Proposed expansion of commercial cannabis cultivation areas
3. January 24, 2023 Presentation

**PLANNING COMMISSION  
STAFF REPORT**



**TO:** Planning Commission

**FROM:** Kathleen Mallory, AICP, Planning & Sustainability Manager  
Mat Simpkins, Management Analyst

**DATE:** August 3, 2023

**SUBJECT:** Planning and Zoning (PZ) Permit No. 23-580-02: Zoning Text Amendments (ZTA) to Chapters 11 and 16 of the Oxnard City Code (OCC) pertaining to the existing regulation of commercial cannabis manufacturing, distribution, testing, and retail dispensaries in locations where cannabis is currently permitted within the City. The ZTA to Chapters 11 and 16 of the OCC will also create new commercial cannabis cultivation regulations and proposes to allow up to five (5) indoor commercial cannabis cultivators in six (6) areas of the City: 1.) Sakioka Farms Business Park Specific Plan: south of U.S. 101, east of N. Rice Ave., west of the City limits, and north of Fifth Street; 2.) McInnes Ranch Business Park Specific Plan: south of Sakioka Farms Business Park Specific Plan, north of Fifth Street, east of N. Rice Ave., and west of the City limits; 3.) Arcturus Ave: south of E. Hueneme Rd., west of Perkins Rd., east of Edison Dr., and north of Mcwane Blvd.; 4.) Northfield & Seagate Business Park Specific Plan: west of N. Rice Ave., north of E. Fifth Street, south of Camino Del Sol, and east of N Rose Ave.; 5.) Channel Islands Business Center: south of E. Wooley Rd., west of S. Rose Ave., north of S. Oxnard Blvd., and east of Saviers Rd.; and 6.) Statham Business Park: west of S. Rose Ave., north of Channel Islands Blvd., and east of Saviers Rd., and south of S. Oxnard Blvd.

**1) Recommendation:** That the Planning Commission:

- a) Open the public hearing and receive public testimony; and
- b) Adopt Resolution 2023-XX recommending that the City Council approve amendments to the OCC pertaining to regulation of cannabis manufacturing, distribution, testing, and retail dispensaries; and an amendment to OCC Chapters 11 and 16 to allow up to five (5) indoor commercial cannabis cultivators in six (6) identified areas of the City.

**2) Discussion:** Following release of the July 6, 2023, Planning Commission staff report, the City received two comments, one comment letter, and identified one error that necessitated the need to continue the item and release an updated version of the proposed ordinance.

**3) Analysis:** The report from July 6, 2023 Planning Commission is provided in this report (see Attachment A), but contains redacted attachments as follows: inclusion of the staff report and PowerPoint, and Jan. 24, 2023 Committee Report. This Aug. 3rd staff report addresses

comments received after publication of the July 6th staff report and provides recommended changes to the proposed Chapters 11 and 16 cannabis ordinance. Changes are identified in legislative format - new text additions are underlined, and text to be deleted is struck out. The changes identified below are reflected in Attachments B and C to this staff report:

- Section 11-487(I)(2) - Add Language to the Operating Requirements for Cultivators (Minor change - requested by City Public Works Dept.):

“A monthly and yearly projected water usage plan. The plan shall include water conservation and recycling measures for capture and reuse of on site water, ~~and~~ water treatment plan and wastewater discharge plan. Said plan shall be reviewed and approved by the City. Every attempt should be made by the licensee to connect to the City’s recycled water line when feasible”.

*The Public Works Dept. requested the inclusions of the requirement for a wastewater discharge plan as part of the project review.*

*To reduce water usage, on site water capture is required in the proposed ordinance through the inclusion of water conservation and recycling measures for capture and reuse of onsite water. The Community Development and Public Works/Water Departments are both supportive of including the additional language to support this requirement.*

- Section 11-473(B) - Modify Identified Locations where Indoor Commercial Cannabis Cultivation is Permitted Consistent with Committee Direction (Minor change to align with Jan. 24, 2023 Committee feedback):

“Cultivation is conceptually permitted on property zoned limited manufacturing (ML), light manufacturing (M1), heavy industrial (M2), and business and research park (BRP). Cultivation may also be located in the following ~~specific plan~~ areas subject to relevant specific plan requirements: ~~Northeast Community Specific Plan~~, Sakioka Farms Business Park Specific Plan; ~~Camino Real Business Park~~, McInnes Ranch Business Park Specific Plan; Arcturus Ave.; ~~and~~ Northfield & Seagate Business Park Specific Plan; Channel Island Business Center; and Statham Business Park.”

*The above list aligns with Committee feedback and titles for development areas in the City.*

- Comment letter received from Ventura County Air Pollution Control District (VCAPCD) dated July 6, 2023 (see Attachment D). VCAPCD had three recommendations: 1.) Setback distance for schools and sensitive receptors such as residences) be revised to 1,000 feet; 2.) Applicants “check in” with VCAPCD prior to gaining final approval and initiation of the use; and 3.) All electricity (except for emergency power) shall be obtained from a commercial electric utility service.

*On June 4, 2019, the Oxnard City Council made the decision to utilize the State's definition of sensitive use and provided direction to staff to implement the City's cannabis program utilizing the State sensitive use definition and buffer requirement of 600-feet. This is reflected in Section 11-473, (E) of the Ord. and is not proposed to be changed. Areas where cannabis is permitted have been identified based upon the aforementioned buffer requirement. Verification of this buffer requirement occurs as part of the Zoning Clearance process prior to discretionary application. With regards to the other two recommendations from VCAPCD, the City would apply a standard condition of approval on a cannabis permit that requires an applicant to "check in" with VCAPCD prior to gaining final approval/occupancy. This check in will also enable VCAPCD to ensure that gasoline powered generators are not permitted. Therefore, there is no need to add the suggested language to the ordinance.*

**Attachments:**

- A. July 6, 2023 Planning Commission Items: Staff Report, including Attachment B (Jan. 24, 2023 Committee Report) and Attachment E (Staff Presentation) - all other attachments have been removed for clarity.
- B. Resolution for Zoning Code Text Amendments (PZ 23-580-02).
  - 1a. Draft City Council Ordinance - Chapters 11 and 16 - New Provisions.
- C. Legislative Draft of ZTA - Chapters 11 and 16, as amended by Aug. 3, 2023 Staff Report.
- D. VCAPCD Letter dated July 6, 2023.
- E. Aug. 3, 2023 Staff Presentation.

## **Attachment**

A. July 6, 2023 Planning Commission Staff Report, including Attachment B (Jan. 24, 2023 Committee Report) and Attachment E (Staff Presentation) - all other attachments have been removed for clarity.

PLANNING COMMISSION  
STAFF REPORT



**TO:** Planning Commission

**FROM:** Kathleen Mallory, AICP, Planning & Sustainability Manager  
Mat Simpkins, Management Analyst

**DATE:** July 6, 2023

**SUBJECT:** **Planning and Zoning (PZ) Permit No. 23-580-02:** Zoning Text Amendments (ZTA) to Chapters 11 and 16 of the Oxnard City Code (OCC) pertaining to the existing regulation of commercial cannabis manufacturing, distribution, testing, and retail dispensaries in locations where cannabis is currently permitted within the City. The ZTA to Chapters 11 and 16 of the OCC will also create new commercial cannabis cultivation regulations and proposes to allow up to five (5) indoor commercial cannabis cultivators in six (6) identified areas of the City: 1.) Sakioka Farms Specific Plan area: south of U.S. 101, east of N. Rice Ave., west of the City limits, and north of Fifth Street; 2.) McInnes Ranch Specific Plan area: south of Sakioka Farms Specific Plan area, north of Fifth Street, east of N. Rice Ave., and west of the City limits; 3.) Arcturus Ave: south of E. Hueneme Rd., west of Perkins Rd., east of Edison Dr., and north of Mcwane Blvd.; 4.) Northfield Seagate Specific Plan Area: west of N. Rice Ave., north of E. Fifth Street, south of Camino Del Sol, and east of N Rose Ave.; 5.) Channel Islands Business Center: south of E. Wooley Rd., west of S. Rose Ave., north of S. Oxnard Blvd., and east of Saviers Rd.; and 6.) Statham Business Park: west of S. Rose Ave., north of Channel Islands Blvd., and east of Saviers Rd., and south of S. Oxnard Blvd.

**1) Recommendation:** That the Planning Commission:

- a) Open the public hearing and receive public testimony; and
- b) Adopt Resolution 2023-XX recommending that the City Council approve amendments to the OCC pertaining to regulation of cannabis manufacturing, distribution, testing, and retail dispensaries; and an amendment to OCC Chapters 11 and 16 to allow up to five (5) indoor commercial cannabis cultivators in six (6) identified areas of the City.

**2) Project Description and Applicant:** ZTAs to Chapters 11 and 16 to address minor OCC changes determined necessary as a result of implementation of the City's existing commercial cannabis regulations pertaining to manufacturing, distribution, testing, and retail dispensaries. Chapters 11 and 16 of the OCC are proposed to be amended to create new regulations for commercial cannabis cultivation and to permit up to five (5) indoor commercial cannabis cultivators in specific areas as discussed further in this staff report (see Attachment A). Filed by City of Oxnard, Community Development Department, 214 S. C Street, Oxnard, CA 93030.



- 3) Existing and Surrounding Land Use:** The proposed ZTAs would apply to locations where existing commercial cannabis operations are currently permitted upon obtaining the necessary approvals from the City. Commercial cannabis cultivation would be permitted in six (6) identified locations within the City: Sakioka Farms Specific Plan area; McInnes Ranch Specific Plan area; Arcturus Ave.; Northfield Seagate Specific Plan Area; Channel Islands Business Center; and Statham Business Park. Locations are further discussed in Section 5 of this staff report.
- 4) Background and Discussion:** The City has been working on cannabis regulations, permitting, and compliance processing since mid-2018. The OCC currently allows the following cannabis uses: retail dispensaries (16 licenses); manufacturing (8 licenses); distribution (3 licenses); and testing laboratories (1 license). The City has concluded the licensing process for cannabis retail dispensaries, manufacturing, distribution, and testing laboratories. Selected licensees are currently either in the process of submitting their plans for review, in plan check, in the process of conducting tenant improvements, or have opened their operations.

It is now time to address two remaining cannabis topics: a.) necessary OCC changes which are applicable to all cannabis uses, but does not propose an increase in the number of retail, manufacturing, distribution, or testing laboratory licenses; and b.) new regulations to allow up to five (5) indoor commercial cannabis cultivators in six (6) identified locations throughout the City.

In October 2020, City Council initially provided direction to allow up to two (2) indoor or outdoor cannabis cultivators. Staff efforts were focused on cannabis retail dispensaries, manufacturing, testing, and distribution; therefore solicitation for cannabis cultivation was not initiated.

On January 24, 2023, the Community Services, Public Safety, Housing & Development Committee (“Committee”) voted 3-0 in favor of allowing only indoor commercial cannabis and increasing the number of commercial cannabis cultivation licenses from two (2) to five (5). The Committee was also supportive of changing the location where indoor cannabis cultivation is permitted to be coterminous with the locations where cannabis manufacturing, distribution, and testing is allowed (further discussed below, in the Analysis section of this staff report). Committee direction was to prohibit indoor cultivation within the Rose Santa Clara Corridor Specific Plan area (see Attachment B).

- 5) Environmental Determination:** The proposed project has been determined to be exempt from the California Environmental Quality Act (CEQA), based upon the general rule provision of Section 15061 (b)(3) of the CEQA Guidelines.

The proposed ZTA is a regulatory action that does not increase the quantity or size of future development. Furthermore, any development following approval of the ZTA will be subject to applicable environmental review requirements for that development. Therefore, staff has determined that there is no possibility that the project will have a significant effect on the

environment. A Notice of Exemption will be filed upon approval of the ZTA by the City Council.

**5) Analysis:** The following analysis focuses on ZTA changes needed for cannabis licensees; and summarizes ZTAs necessary to allow for future indoor commercial cannabis cultivation.

As a result of implementation of the City's existing cannabis program, Chapters 11 and 16 ZTA are necessary to clarify permit processes, align with State guidelines, and streamline renewal processes. A legislative draft of proposed ZTAs to Chapters 11 and 16 is provided in Attachment C.

ZTA's to Support Cannabis Licensees (Chapter 11)

Proposed ZTA to Chapter 11 will pertain to all cannabis uses. These minor changes and staff's explanation of the origins of these changes in italics, are as follows:

- Update Definitions (*Streamline ord.*) - Changes to align with the State's new department title for the department responsible for oversight of cannabis. Removal of definitions which, since adoption of the original ordinance, have been found to be unnecessary (Section 11-454).
- Update Cannabis Employee Permit (*Process change*) – With collaboration of the Police Department, change the duration that an employee work permit is valid from 12 months to 36 months (Section 11-455).
- Update Commercial Cannabis Business Permit Procedure (*Process change*) - Changes to reflect established permitting process to secure a Commercial Cannabis Business permit. Addition of permit process titles: Special Use Permit (SUP) or a Development Design Review (DDR) permit. (Section 11-457).
- Update Renewal of Commercial Cannabis Business Permit (*Process change*) – Identification of required documents to renew a Commercial Cannabis Business Permit on an annual basis (Section 11-461).
- Update Transfer of Cannabis Business Permit (*Process change*) - Clarifies existing OCC intent of 'change of control'. Adds language to clarify that "control shall be deemed to be the aggregate transfer of 40% or more of the ownership of the permit" (Section 11-468).
- Update Certification from the Community Development Director (*Process change*) - Changes reflect the already established cannabis certification process by adding "the applicant shall obtain a zoning clearance (ZC) and zoning verification letter (ZVL)" (Section 11-471).
- Update Miscellaneous Operating Requirements (*Process change*) - Changes to be consistent with OCC Section 16-595, 'General Purpose/Signage and notice', requirements (Section 11-480).
- Update Other Operational Requirements (*Minor Changes consistent with existing OCC provisions*) - Changes to be consistent with existing OCC Section 16-560 to allow a

modification to a SUP that does not intensify the use of the parcel or have any additional adverse effect on abutting parcels or the general health, safety, or welfare (Section 11-481).

- Update Operating Requirements for Store Front/Retail Facilities (*Process change*) - Changes to be consistent with existing OCC Section 16-651, parking relief available for downtown projects via written request. Inclusion of language that memorializes the City's existing practice that allows downtown projects the ability to pay a downtown parking management in-lieu fee in prescribed situations (Section 11-485).
- Update Operating Requirements for Retailers with Delivery Services associated with a retail dispensary in the City (*Minor*) (Section 11-486) and a delivery associated with a retail dispensary not located within the City (Section 11-475)(*Process change*) - Changes to reflect requirements applicable to City retail dispensaries and the requirements when these uses have delivery services associated with their retail use. Clarify the process for delivery not associated with a City retail dispensary (Sections 11-475 and 11-486).

ZTAs Necessary to Allow for Future Indoor Commercial Cannabis Cultivation; Revisions to Chapters 11 and 16

In January 2023, the Committee recommended granting up to five (5) indoor commercial cannabis cultivation licensees and allowing these uses in six (6) potential locations. These locations were selected to align with the location where cannabis manufacturing, distribution, and testing are currently allowed – with the exception of the Rose Santa Clara Corridor Specific Plan area. Not allowing cultivation in the Rose Santa Clara Corridor Specific Plan area ensures maximizing commercial uses including auto sales, employment opportunities, and commercial viability north of U.S. 101.

The areas where indoor commercial cannabis cultivation would be permitted with the necessary permit would be:

- 1.) Sakioka Farms Specific Plan area: south of U.S. 101, east of N. Rice Ave., west of the City limits, and north of Fifth Street;
- 2.) McInnes Ranch Specific Plan area: south of Sakioka Farms Specific Plan area, north of Fifth Street, east of N. Rice Ave., and west of the City limits;
- 3.) Arcturus Ave: south of E. Hueneme Rd., west of Perkins Rd., east of Edison Dr., and north of Mcwane Blvd.;
- 4.) Northfield Seagate Specific Plan Area: west of N. Rice Ave., north of E. Fifth Street, south of Camino Del Sol, and east of N Rose Ave.;
- 5.) Channel Islands Business Center: south of E. Wooley Rd., west of S. Rose Ave., north of S. Oxnard Blvd., and east of Saviers Rd.; and
- 6.) Statham Business Park: west of S. Rose Ave., north of Channel Islands Blvd., and east of Saviers Rd., and south of S. Oxnard Blvd.

The locations where indoor cannabis cultivation would be allowed are reflected in Chapter 11, Section 11-473. These locations are identified on Attachment D. The recommended OCC

indoor commercial cannabis regulations follow established best practices recommended to City Council in 2020, industry standards, and with added requirements to ensure land use compatibility. These standards are summarized in Section 11-487.

The recommended OCC amendments to support indoor cannabis cultivation and best practices are broadly summarized below:

- Update Definition (*Minor*) - Change to allow indoor commercial cannabis cultivation (Section 11-454).
- Update Maximum Number and Type of Authorized Commercial Cannabis Businesses Permitted (*Minor*) – Changes to be consistent with Committee feedback to increase the maximum number of indoor commercial cannabis cultivators to five (5) (Section 11-456).
- Update Location and Design of Cannabis Businesses Section (*Minor*) - Changes to be consistent with Committee feedback on location where indoor commercial cannabis cultivation is permitted (Section 11-473).
- Creation of Operating Requirements for Indoor Cultivators (*New Ordinance Requirements*) – Establishment of indoor cultivation regulations through development standards, and approval of a DDR permit for Community Development Director approval. With these OCC amendments, no outdoor commercial cannabis would be permitted (Section 11-487).

Best practices have been added to the aforementioned section to ensure compatibility and that indoor commercial cannabis cultivation does not negatively impact the community and surrounding businesses. Suggested best practices from the ordinance. address the need for the submittal of the following:

(1) Cultivation and operations plan for City review and approval. Plan shall identify the type(s) of cannabis plant to be grown (species/strain), cultivation activities and schedule of activities during each month of growing and harvesting, or explanation of growth cycles and anticipated harvesting schedules for all-season harvesting;

(2) Monthly and yearly projected water usage plan. The plan shall include a water conservation and recycling measures for capture and reuse of on site water and water treatment plan. Said plan shall be reviewed and approved by the City;

(3) Energy usage and conservation plan which identifies the sources of power, projected monthly and yearly usage, and efficiency plan, including use of on site renewables;

(4) Neighborhood compatibility plan which shall address odor, security, safety, and other compatibility issues which may derive from the cultivation site and as requested by the City; and

(5) Floor plan identifying the location, dimensions, and boundaries of all proposed canopy areas taking into account space needed for ongoing care of plants and a description of the proposed method of physically delineating those boundaries at the site.

- 7) **Next Steps and Process:** The proposed revisions are non-substantial for cannabis licenses, and in fact will assist in streamlining the cannabis permitting and renewal process. Additionally, these revisions reflect discussions with cannabis licensees that have occurred over the past year. The revisions will be comprehensively presented to the cannabis operators in late June. The Planning Commission's action on this matter is advisory to the City Council. The ZTA's will not result in the allowance of additional manufacturing, testing, distribution, or retail commercial cannabis operators.

With approval of OCC indoor cannabis cultivation regulations, Staff will begin preparing application paperwork and develop the review protocol. The process to secure indoor cannabis cultivators is envisioned to take approximately 12 months.

**Attachments:**

- A. Planning Commission Resolution for Zoning Code Text Amendments (PZ 23-580-02).
  - 1a. Draft City Council Ordinance - Chapters 11 and 16 - New Provisions.
- B. January 24, 2023 Committee Report
- C. Legislative Draft of ZTA - Chapters 11 and 16
- D. Proposed expansion of indoor commercial cannabis cultivation as presented and approved by Committee on Jan. 24, 2023
- E. Staff Presentation



## COMMUNITY SERVICES, PUBLIC SAFETY, HOUSING & DEVELOPMENT COMMITTEE AGENDA REPORT

### REPORTS AGENDA ITEM NO. D.2

**DATE:** January 24, 2023

**TO:** Community Services, Public Safety, Housing & Development Committee

**FROM:** Ashley Golden, Assistant City Manager, (805) 385-7478, ashley.golden@oxnard.org

**SUBJECT:** Consideration to Increase the Number of Commercial Cannabis Cultivators and Allow an Expansion in the Location Where Commercial Cannabis Cultivators are Permitted (10 minutes).

### RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee recommend that the City Council increase the number of commercial cannabis cultivators permitted to operate in the City from two to five; and, with the exception of the Rose Santa Clara Corridor Specific Plan area, allow these uses to be sited in the same location where the City has allowed commercial cannabis manufacturing, distribution, and testing.

(This item is not considered a project under the California Environmental Quality Act.)

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

### BACKGROUND

On June 26, 2018, the City Council directed Staff to proceed with evaluating the siting and land use regulations associated with the following cannabis related uses: 1) Retail; 2) Manufacturing; 3) Distribution; 4) Testing Laboratories; and 5) Cultivation. On October 2, 2018, the City Council received a presentation regarding land use and siting (location) options for all five types of cannabis uses, and information on the number/cannabis business type which could be supported within the City. The City Council was supportive of advancing cannabis regulations for manufacturing, distribution, and testing of cannabis (see Attachment 1). The October 2018 action conceptually approved the number and location for all five types of cannabis uses within the City and discussed the feasibility of indoor and outdoor cultivation. On June 4, 2019, City Council approved a cannabis manufacturing, distribution, and testing ordinance. On December 3, 2019, the City Council approved a cannabis retail ordinance.

On October 20, 2020, the City Council provided direction to Staff to prepare an indoor commercial cannabis cultivation ordinance for up to two indoor commercial cannabis cultivators. Since 2020, Staff has been focusing on advancing the manufacturing, distribution, testing, retail cannabis permit process, while continuing to monitor best practices associated with cultivation.

### DISCUSSION

In the four years that have passed since the Council's original direction, there have been changes in market conditions and best practices. As such, staff is recommending changes to where commercial cultivation be permitted and the number of cultivation permits allowed.



### **Suggested Increase in Number of Commercial Cannabis Cultivators**

In 2018, the City's cannabis consultant, HdL, initially recommended that the City proceed with a "go slow" approach whereby the City would allow two cannabis cultivators to avoid being overrun by a large request for cultivation licenses. According to the consultant, since this initial recommendation, the cannabis cultivation market has dramatically cooled, with new entrants into the market now being driven by local entrepreneurship rather than industry speculation.

In September 2022, HdL recommended increasing the number of cultivators from two to five due to the City's location and proximity to the Los Angeles cannabis market and to allow for changing market conditions and trends.

### **Suggested Change in Commercial Cannabis Locations**

In October 2018, City Council conceptually approved cannabis manufacturing, distribution, and testing in the following locations:

- Rose Santa Clara Corridor Specific Plan area (Business Park and Commercial) – north of US 101, west of N. Rice Ave., and generally east of Paseo Mercado
- Sakioka Farms Specific Plan area (Industrial and Business Research Park) – south of US 101, east of N. Rice Ave.
- McInnes Ranch Specific Plan area (Industrial) - south of Sakioka, and north of W. Fifth Street, east of N. Rice Ave
- Arcturus (Industrial) – north and south of E. Hueneme Rd., west of Perkins, Ormond Beach area
- Northfield Seagate (Industrial) – west of N. Rice Ave., north of W. Fifth Street, south of US 101
- Channel Islands Business Center (Industrial) - south of Wooley Rd., west of S. Rose Ave., and north of E. Channel Island Blvd.
- Statham Blvd. (Industrial) – west of S. Rose Ave., north of Channel Islands Blvd., east of Rose Ave.

In October 2018, City Council conceptually approved indoor commercial cannabis cultivation in the following locations:

- Rose Santa Clara Corridor Specific Plan area
- Sakioka Farms Specific Plan areas (matching the description of the areas, above)
- McInnes Ranch Specific Plan area (matching the description of the area, above)
- Arcturus area (matching the description of the area, above)

As a result of industry best practices to mitigate potential impacts, Staff recommends not allowing cultivation within the Rose Santa Clara Corridor Specific Plan area, but allowed cultivation in two other new locations where commercial manufacturing, distribution, and testing is permitted. This expanded area would mean cultivation is coterminous with the locations where cannabis manufacturing, distribution, and testing is allowed; i.e., now allowing cultivation in the Northfield Seagate, Channel Islands Business Center, and Statham Blvd. Specific Plan and project areas, respectively. Not allowing cultivation in the Rose Santa Clara Corridor Specific Plan ensures maximizing commercial uses including auto sales, employment opportunities, and commercial viability north of US 101. In summary, the proposed Commercial Cultivation Areas are:

- Sakioka Farms Specific Plan area (matching the description of the areas, above)
- McInnes Ranch Specific Plan area (matching the description of the areas, above)

- Arcturus (matching the description of the area, above)
- Northfield Seagate (matching the description of the area, above) - NEW AREA
- Channel Islands Business Center (matching the description of the areas, above) - NEW AREA
- Statham Blvd.(matching the description of the areas, above) - NEW AREA

## NEXT STEPS

Following direction from the Committee on the locations and maximum number of indoor cultivation permits, Staff will prepare an amendment to relevant chapters of the Oxnard City Code (OCC). This will include commercial cannabis cultivation regulations, drawing upon best practices to ensure compatibility and mitigation of any potential impacts, and permit processes. Community engagement regarding the expansion of the cultivation areas will occur as part of the ordinance development, including engagement with Specific Plan Association groups, as applicable. The regulations will be presented to the Planning Commission for a recommendation to the City Council.

Additionally, through the processing of retail cannabis permits (and issuance of the required occupancy licenses), Staff has identified the need for additional OCC revisions which will streamline the cannabis permit renewal process for all types of cannabis uses in the City. These OCC amendments will be coupled with the indoor cultivation regulations. This is anticipated to occur in late winter 2023, with final City Council approval in spring 2023.

Following Council approval action, Staff will prepare the cultivation application materials and initiate a competitive solicitation process later in 2023.

## STRATEGIC PRIORITIES

This agenda item supports the 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, to invite new business investments, and target site-based redevelopment opportunities.

## FINANCIAL IMPACT

Due to market conditions and as a result of the potential increase in the number of commercial cannabis cultivators, HdL has provided updated annual revenue estimates:

| Business Type              | Number | Low Tax Rate | Low Estimate | High Tax Rate | High Estimate |
|----------------------------|--------|--------------|--------------|---------------|---------------|
| 2018 Cultivation Estimates | 2      | \$7/sf       | \$140,000    | \$10/sf       | \$200,000     |
| 2022 Cultivation Estimates | 5      | \$7/sf       | \$350,000    | \$10/sf       | \$500,000     |

The 2018 estimates were based upon a “go slow” approach as recommended by HdL. All estimates assume an average facility size of 10,000 square feet (sq. ft.). The City’s cannabis business tax (Article XVI of the City of Oxnard Municipal Code) establishes an initial rate of \$7/sq. ft. for indoor cultivation with a maximum rate not to exceed \$10/sq. ft. The tax also includes an annual increase as of January 1, 2022, consistent with the Consumer Price Index ("CPI") California Department of Finance (DOF) for the Los Angeles Metropolitan region. However, since there are no cultivators in the City yet, the business tax rate has not been adjusted to incorporate the allowable CPI factor.

*Prepared by: Kathleen Mallory, Planning & Sustainability Manager, Matthew Simpkins, Management Analyst I*

**ATTACHMENTS**

1. October 2, 2018 City Council Conceptually Approved Locations of Cultivation and Manufacturing, Distribution, and Test
2. January 2023 Proposed expansion of commercial cannabis cultivation areas
3. January 24, 2023 Presentation

# **Consideration to Increase the Number of Commercial Cannabis Cultivators and Allow an Expansion in the Location Where Commercial Cannabis Cultivators are Permitted**

Kathleen Mallory, Planning & Sustainability Manager  
Matthew Simpkins, Management Analyst  
Community Development Department

Community Services, Public Safety, Housing & Development Committee  
January 24, 2023

- June 26, 2018: Council studied locations/regulations associated with cannabis retail, manufacturing, distribution, testing and cultivation.
- October 2, 2018: Council support for locations/regulations of cannabis manufacturing, distribution, and testing; and support for two indoor cannabis cultivators.
- June 4, 2019: Council approved manufacturing, distribution, and testing ord.
- December 3, 2019: Council approved retail cannabis ord.

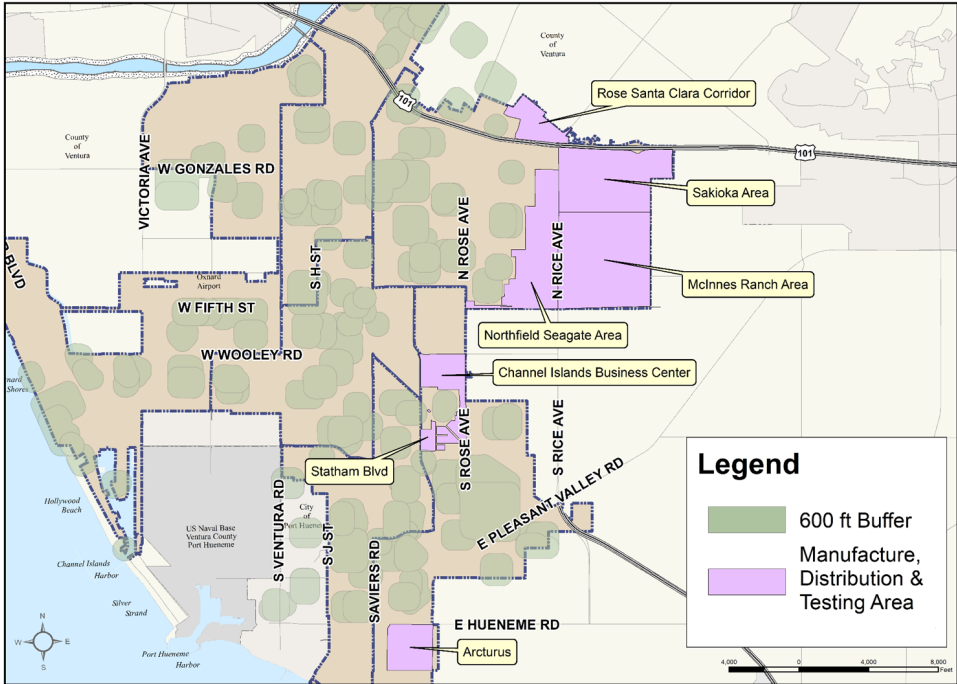
- October 2020: Council direction to allow two commercial cannabis cultivators; and prepare indoor cultivation ord.
- Since 2020, staff focus on manufacturing, distribution & retail cannabis permitting & process, and monitoring best practices related to cultivation.



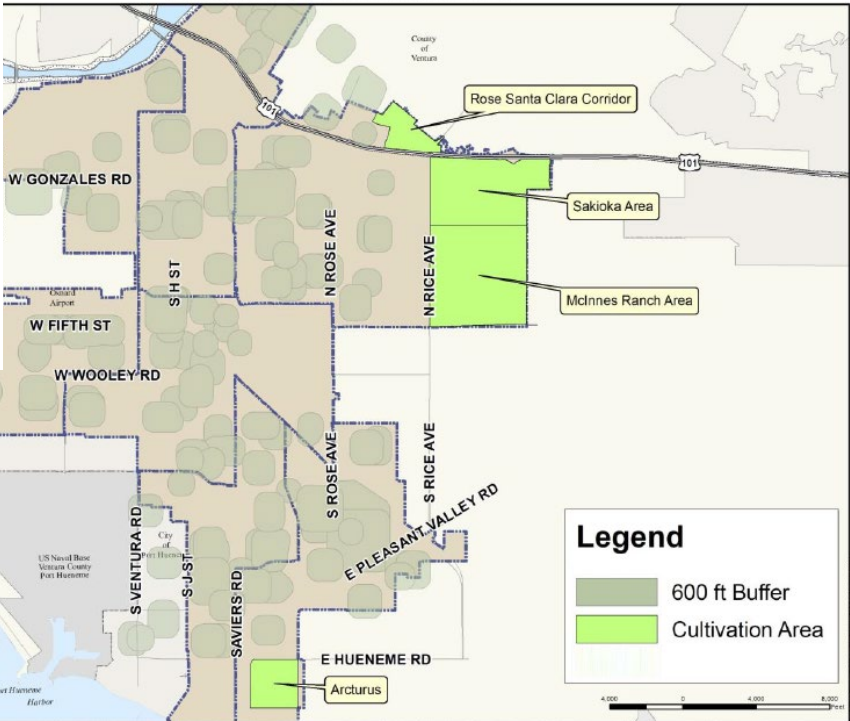
- City's cannabis consultant initially recommended that the City "go slow" and allow two cultivators to avoid being overrun with cultivation applications.
- Since this recommendation the cannabis cultivation sector has cooled dramatically.
- September 2022, City's cannabis consultant recommends increasing the number of cultivators from two to five, due to the City's location and proximity to the Los Angeles cannabis market.

# 2018 Council Approved Manufacturing, Distribution, Testing and Cultivation Locations

MANUFACTURE, DISTRIBUTION & TESTING MAP



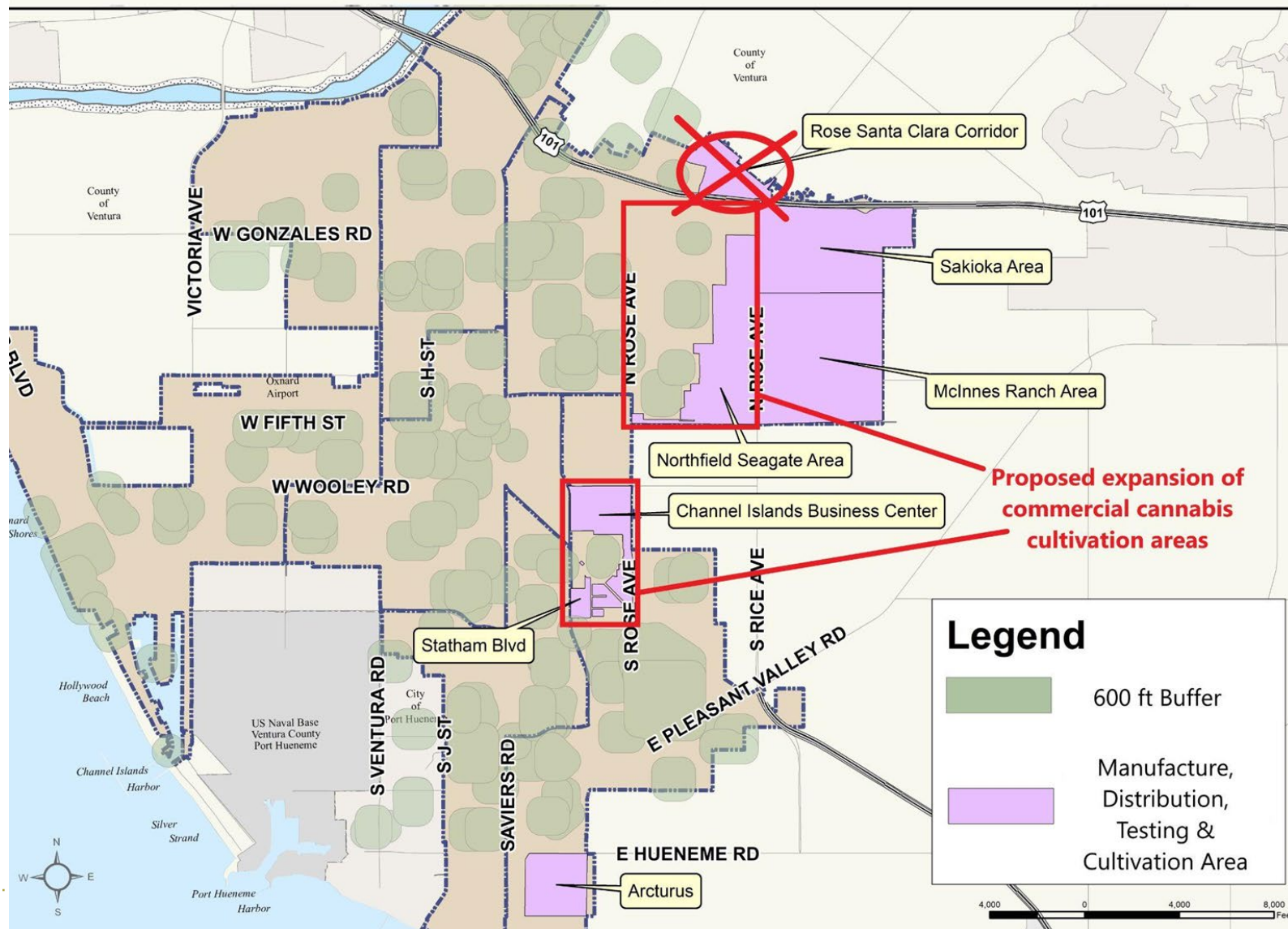
CULTIVATION MAP



# 2023 Proposed New Cultivation Locations

6

## MANUFACTURE, DISTRIBUTION, TESTING & CULTIVATION MAP



- Following Committee direction, Staff will:
  - Prepare an amendment to relevant chapters of the Oxnard City Code.
  - Develop indoor commercial cannabis cultivation regulations.
  - Amendments presented to Planning Commission in winter 2023 and City Council consideration spring 2023.

- No immediate financial impact to the City.
- Updated annual revenue estimates; increase in the number of cannabis cultivators.

| Business Type              | Number | Low Tax Rate | Low Estimate | High Tax Rate | High Estimate |
|----------------------------|--------|--------------|--------------|---------------|---------------|
| 2018 Cultivation Estimates | 2      | \$7/sf       | \$140,000    | \$10/sf       | \$200,000     |
| 2022 Cultivation Estimates | 5      | \$7/sf       | \$350,000    | \$10/sf       | \$500,000     |

That the Community Services, Public Safety, Housing & Development Committee recommend that the City Council increase the number of commercial cannabis cultivators permitted to operate in the City from two to five; and, with the exception of the Rose Santa Clara Corridor Specific Plan area, allow these uses to be sited in the same location where the City has allowed commercial cannabis manufacturing, distribution, and testing.





# Questions?

## **Attachment**

B. Resolution for Zoning Code Text Amendments (PZ 23-580-02).

RESOLUTION NO. 2023 – XX

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE TO APPROVE AMENDMENTS TO THE OXNARD CITY CODE (OCC) CHAPTERS 11 AND 16 PERTAINING TO REGULATION OF CANNABIS MANUFACTURING, DISTRIBUTION, TESTING, AND RETAIL DISPENSARIES (ZONING TEXT AMENDMENT; PZ NO. 23-580-02); AND AN AMENDMENT TO OCC CHAPTERS 11 AND 16 TO ALLOW UP TO FIVE (5) INDOOR COMMERCIAL CANNABIS CULTIVATORS IN SIX (6) IDENTIFIED AREAS OF THE CITY.

WHEREAS, the Planning Commission of the City of Oxnard has considered Zone Text Amendment (ZTA) PZ No. 23-580-02, filed by the City of Oxnard Long Range Planning and Sustainability Division, to amend Chapters 11 and 16 of the OCC (Section 16-163 and Section 16-179); and

WHEREAS, on January 24, 2023, the Community Services, Public Safety, Housing & Development Committee (“Committee”) voted 3-0 in favor of increasing the number of commercial cannabis cultivators permitted to operate in the city from two (2) to five (5). The Committee was also supportive of expanding the location of cultivation to be coterminous with the locations where cannabis manufacturing, distribution, and testing is allowed, with the expectation of the Rose Santa Clara Corridor Specific Plan area; and

WHEREAS, on August 3, 2023, the Planning Commission of the City of Oxnard conducted a duly noticed public hearing to consider approving a resolution recommending that the City Council of the City of Oxnard approve amendments to the OCC pertaining to regulation of cannabis manufacturing, distribution, testing, and retail dispensaries; and an amendment to OCC Chapters 11 and 16 to allow up to five (5) indoor commercial cannabis cultivators in six (6) identified areas of the City (Zoning Code Text Amendments No. PZ 23-580-02); and

WHEREAS, the Planning Commission finds that the proposed ZTA is in the public interest and reflects the input from residents, stakeholders in the community, and decision-makers. There are no changes recommended under the proposed ZTA that would reduce or compromise existing standards that protect the health, safety or general welfare of the City; and

WHEREAS, the proposed Zone Code amendment is incorporated by reference and attached as the following exhibit:

Attachment “1a” Draft City Council Ordinance - Chapters 11 and 16 - New Provisions. Planning & Zoning (PZ) Permit No. 23-580-02, amendment to Chapters 11 and 16 of the OCC to to incorporate Commercial Cannabis Cultivation; and

WHEREAS, the Planning Commission finds after due study and deliberation that the public interest and general welfare require the adoption of the Zone Text` Amendment PZ No. 23-580-02.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Oxnard hereby recommends to the City Council adoption of the Inclusionary Housing Ordinance attached hereto as Attachment 1a.

Section 1. The foregoing recitals are true and correct and are hereby incorporated into the operative provisions of this Resolution.

Section 2. The Planning Commission, based on the findings set forth herein, recommends that the City Council of the City of Oxnard adopt ZTA PZ No. 23-580-02 attached hereto as Attachments 1a and incorporated herein by this reference to this Resolution.

Section 3. The Secretary shall certify the adoption of this Resolution.

(signatures on next page)

//

//

//

*Resolution No. 2023-XX*

*PZ 23-580-02 ZTA to Chapters 11 and 16 of the OCC pertaining to the existing regulation of commercial cannabis manufacturing, distribution, testing, and retail dispensaries.*

*Planning Commission Hearing Date: August 3rd, 2023*

*Page 3*

PASSED AND ADOPTED by the Planning Commission of the City of Oxnard on this 3<sup>rd</sup> day of August 2023, by the following vote:

---

Ronald Arruejo, Chair

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held on the 3<sup>rd</sup> day of August 2023, and carried by the following vote:

AYES: Commissioner(s):

NOES: Commissioner(s):

ABSENT: Commissioner(s):

ABSTAIN: Commissioner(s):

RECUSED: Commissioner(s):

---

Joe Pearson II, AICP, Secretary

**Attachment.**

B. 1a. Draft City Council Ordinance - Chapters 11 and 16 - New Provisions.



ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING THE OXNARD CITY CODE (OCC) CHAPTERS 11 AND 16 PERTAINING COMMERCIAL CANNABIS ACTIVITY (ZONING TEXT AMENDMENT; PZ NO. 23-580-02); AND INCORPORATE COMMERCIAL CANNABIS CULTIVATION (SECTIONS 16-163 AND AND AN AMENDMENT TO OCC CHAPTERS 11 AND 16 TO ALLOW UP TO FIVE (5) INDOOR COMMERCIAL CANNABIS CULTIVATORS IN SIX (6) IDENTIFIED AREAS OF THE CITY.

WHEREAS, the City Council of the City of Oxnard has considered Zone Text Amendment (ZTA) PZ No. 23-580-02, filed by the City of Oxnard Long Range Planning and Sustainability Division, to amend Chapters 11 and 16 of the OCC (Section 16-163 and Section 16-179); and

WHEREAS, on January 24, 2023, the Community Services, Public Safety, Housing & Development Committee (“Committee”) voted 3-0 in favor of increasing the number of commercial cannabis cultivators permitted to operate in the city from two (2) to five (5). The Committee was also supportive of expanding the location of cultivation to be coterminous with the locations where cannabis manufacturing, distribution, and testing is allowed, with the expectation of the Rose Santa Clara Corridor Specific Plan area; and

WHEREAS, on August 3, 2023, the Planning Commission of the City of Oxnard conducted a duly noticed public hearing to consider approving a resolution recommending that the City Council of the City of Oxnard approve amendments to the OCC pertaining to regulation of cannabis manufacturing, distribution, testing, and retail dispensaries; and an amendment to OCC Chapters 11 and 16 to allow up to five (5) indoor commercial cannabis cultivators in six (6) identified areas of the City (Zoning Code Text Amendments No. PZ 23-580-02); and

WHEREAS, the Planning Commission received written and verbal comments from the public; and

WHEREAS, the Planning Commission finds that the proposed ZTA is in the public interest and reflects the input from residents, stakeholders in the community, and decision-makers. There are no changes recommended under the proposed ZTA that would reduce or compromise existing standards that protect the health, safety or general welfare of the City; and

WHEREAS, the proposed Zone Code amendment is incorporated by reference and attached as the following exhibit:

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

Section 1. Article XVII of Chapter 11 of the Oxnard City Code regarding Commercial Cannabis Activity is hereby repealed and readopted to read as follows:

## ARTICLE XVII. COMMERCIAL CANNABIS ACTIVITY

### SEC. 11-450. PURPOSE AND INTENT.

It is the purpose and intent of this article to implement the provisions of the Medicinal and Adult Use Cannabis Regulation and Safety Act (“MAUCRSA”) to accommodate the needs of medically-ill persons in need of and provide access to cannabis for medicinal purposes as recommended by their health care provider(s), and to provide access to adult-use for persons over the age of 21 as authorized by the Control, Regulate and Tax Adult Use Cannabis Act (“AUMA” or “Proposition 64” enacted by California voters in 2016), while imposing sensible regulations on the use of land to protect the city’s residents, neighborhoods, and businesses from disproportionately negative impacts. As such, it is the purpose and intent of this article to regulate the cultivation, processing, manufacturing testing, sale, delivery, distribution and transportation of cannabis and cannabis products in a responsible manner to protect the health, safety, and welfare of the residents of the City of Oxnard and to enforce rules and regulations consistent with State law. It is the further purpose and intent of this article to require all commercial cannabis operators to obtain and renew annually a permit to operate within the City of Oxnard. Nothing in this article is intended to authorize the possession, use, or provision of cannabis for purposes that violate State or federal law. The provisions of this article are in addition to any other permits, licenses and approvals which may be required to conduct business in the city, and are in addition to any permits, licenses and approval required under State, city, or other law.

### SEC. 11-451. LEGAL AUTHORITY.

Pursuant to Sections 5 and 7 of Article XI of the California Constitution, the provisions of the Medicinal and Adult Use Cannabis Regulation and Safety Act (hereinafter “MAUCRSA”), any subsequent State legislation and/or regulations regarding same, the City of Oxnard is authorized to adopt ordinances that establish standards, requirements and regulations for the licensing and permitting of commercial cannabis activity. Any standards, requirements, and regulations regarding health and safety, security, and worker protections established by the State of California, or any of its departments or divisions, shall be the minimum standards applicable in the City of Oxnard to all commercial cannabis activity.

### SEC. 11-452. COMMERCIAL CANNABIS ACTIVITIES PROHIBITED UNLESS SPECIFICALLY AUTHORIZED BY THIS ARTICLE.

Except as specifically authorized in this article, the commercial cultivation, manufacturing, processing, storing, laboratory testing, labeling, sale, delivery, distribution or transportation (other than as provided under Cal. Bus. and Prof. Code, Section 26090(e)), of cannabis or cannabis product is expressly prohibited in the City of Oxnard.

## SEC. 11-453. COMPLIANCE WITH STATE AND LOCAL LAWS.

It is the responsibility of the owners and operators of a commercial cannabis business to ensure that it is always operating in a manner compliant with all applicable State and local laws, and any regulations promulgated thereunder. Nothing in this article shall be construed as authorizing any actions that violate federal, State law or local law with respect to the operation of a commercial cannabis business. It shall be the responsibility of the owners and the operators of the commercial cannabis business to ensure that the commercial cannabis business is, at all times, operating in a manner compliant with all applicable federal, State and local laws, including the Medicinal and Adult Use Cannabis Regulation and Safety Act (“MAUCRSA”), and any subsequently enacted State law or regulatory, licensing, or certification requirements, and any specific, additional operating procedures or requirements which may be imposed as conditions of approval of the local commercial cannabis business permit. Nothing in this article shall be construed as authorizing any actions that violate federal or State law regarding the operation of a commercial cannabis business.

## SEC. 11-454. DEFINITIONS.

When used in this article, the following words shall have the meanings ascribed to them as set forth herein. Any reference to California statutes includes any regulations promulgated thereunder and is deemed to include any successor or amended version of the referenced statute or regulatory provision.

(A) A-LICENSE - A State license issued by the Department of Cannabis Control (DCC) for cannabis or cannabis products that are intended for adults 21 years of age and over and who do not possess a valid State issued medical cannabis card.

(B) A-LICENSEE - Any Person holding a license for cannabis or cannabis products that are intended for adults 21 years of age and over and who do not possess a state issued medical cannabis card.

(C) APPLICANT - An owner applying for a commercial cannabis business permit pursuant to this article.

(D) BATCH - A specific quantity of homogeneous cannabis or cannabis product that is one of the following types:

(1) HARVEST BATCH - A specifically identified quantity of dried flower or trim, leaves, and other cannabis plant matter that is uniform in strain, harvested at the same time, and, if applicable, cultivated using the same pesticides and other agricultural chemicals and harvested at the same time.

(2) MANUFACTURED CANNABIS BATCH - Either of the following:

(a) An amount of cannabis concentrates or extract that is produced in one production cycle using the same extraction methods and standard operating procedures.

(b) An amount of a type of manufactured cannabis produced in one production cycle using the same formulation and standard operating procedures.

(E) CANNABIS - All parts of the Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. CANNABIS also means the separated resin, whether crude or purified, obtained from cannabis. CANNABIS does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this article, CANNABIS does not mean “industrial hemp” as defined by Cal. Health and Safety Code, Section 11018.5 or Cal. Food and Agricultural Code Section 81000.

(F) CANNABIS ACCESSORIES - The same meaning as in Cal. Health and Safety Code, Section 11018.2.

(G) CANNABIS CONCENTRATE - Cannabis that has undergone a process to concentrate one or more active cannabinoids, thereby increasing the product’s potency. Resin from granular trichomes from a cannabis plant is a concentrate for purposes of this article. A cannabis concentrate is not considered food, as defined by Cal. Health and Safety Code, Section 109935, or drug, as defined by Cal. Health and Safety Code, Section 109925.

(H) CANNABIS PRODUCT - A product containing cannabis, including, but not limited to, manufactured cannabis, - intended to be sold for use by cannabis patients in California pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at Cal. Health and Safety Code, Section 11362.5 (as the same may be amended from time-to-time) or pursuant to the Adult Use of Cannabis Act. For purposes of this article, “cannabis” does not include industrial hemp as defined by Cal. Food and Agricultural Code, Section 81000, or Cal. Health and Safety Code, Section 11018.5.

(I) CANNABIS PRODUCTS - The same meaning as in Cal. Health and Safety Code, Section 11018.1.

(J) CANNABIS WASTE - Any material intended for disposal that contains cannabis but is not otherwise considered a hazardous waste. Cannabis waste consisting solely of plant material shall be considered an organic waste as defined in Public Resources Code section 42649.8(d).

(K) CANOPY - The designated area(s) at a licensed premise, except nurseries that will contain mature plants at any point in time.

(1) CANOPY shall be calculated in square feet and measured using clearly identifiable boundaries of all areas(s) that will contain mature plants at any point in time, including all of the space(s) within the boundaries; and

(2) CANOPY may be non contiguous but each unique area included in the total canopy calculation shall be separated by an identifiable boundary which include, but are not limited to: interior walls, shelves, greenhouse walls, hoop house walls, garden benches, hedgerows, fencing, garden beds or garden plots; and

(3) If mature plants are being cultivated using a shelving system, the surface area of each level shall be included in the total CANOPY calculation.

(L) CAREGIVER or PRIMARY CAREGIVER - The same meaning as that term is defined in Cal. Health and Safety Code, Section 11362.7.

(M) CHILD RESISTANT - Designed or constructed to be significantly difficult for children under five years of age to open, and not difficult for normal adults to use properly.

(N) CITY - The City of Oxnard including the area within the territorial city limits of the city and such territory outside of the city over which the city council has jurisdiction or control by virtue of any provision of law.

(O) COMMERCIAL CANNABIS ACTIVITY - Includes the possession, manufacturing, distribution, cultivation, processing, storing, laboratory testing, packaging, labeling or transportation of cannabis and cannabis products as provided for in this division.

(P) COMMERCIAL CANNABIS BUSINESS - Any business or operation which engages in medicinal or adult-use commercial cannabis activity.

(Q) COMMERCIAL CANNABIS BUSINESS PERMIT - A regulatory permit required to be issued to a commercial cannabis business by the City of Oxnard prior to commercial cannabis activity being conducted. Such permit cannot be issued before a Certificate of Occupancy is granted for the location at which the commercial cannabis business will be located. The initial permit and annual renewal of a commercial cannabis business permit is made expressly contingent upon the business's ongoing compliance with all of the requirements of this article and any regulations adopted by the city governing the commercial cannabis activity at issue.

(R) CULTIVATION - Any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

(S) CULTIVATION SITE - A location where cannabis is planted, grown, harvested, dried, cured, graded, or trimmed, or a location where any combination of those activities occurs.

(T) CUSTOMER - A natural person 21 years of age or over, or a natural person 18 years of age or older who possesses a State issued medical cannabis identification card.

(U) DELIVERY - The commercial transfer of cannabis or cannabis products to a customer. DELIVERY also includes the use by a retailer of any technology platform owned and controlled by the retailer.

(V) DEPARTMENT OF CANNABIS CONTROL (DCC) - The lead State agency or successor agency responsible for regulating and licensing commercial medicinal and adult use cannabis in California, which is also responsible for licensing retailers, cultivators, distributors, testing laboratories, microbusinesses, and temporary cannabis events.

(W) DISTRIBUTION - The procurement, sale, and transport of cannabis and cannabis products between licensees.

(X) DISTRIBUTOR - A Person holding a valid commercial cannabis business permit for distribution issued by the City of Oxnard, and, a valid State license for distribution, required by State law to engage in the business of purchasing cannabis from a licensed cultivator, or cannabis products from a license manufacturer, for sale to a licensed retailer.

(Y) **DRIED FLOWER** - All dead cannabis that has been harvested, dried, cured, or otherwise processed, excluding leaves and stems.

(Z) **EDIBLE CANNABIS PRODUCT** - Cannabis product that is intended to be used, orally, in whole or in part, for human consumption. For purposes, “edible cannabis product” includes cannabis products that dissolve or disintegrate in the mouth, but does not include any product otherwise defined as “cannabis concentrate.”

(AA) **FUND** - The Cannabis Control Fund established pursuant to Cal. Bus. and Prof. Code, Section 26210.

(BB) **GREENHOUSE** - A fully enclosed permanent structure that is clad in transparent material with climate control, such as heating and ventilation capabilities and supplemental artificial lighting, and that uses a combination of natural and supplemental lighting for cultivation.

(CC) **INDOOR CULTIVATION** - The cultivation of cannabis within a permanent structure using exclusively artificial light.

(DD) **KIND** - Applicable type or designation regarding a particular cannabis variant or cannabis product type, including, but not limited to, strain name or other grower trademark, or growing area designation.

(EE) **LABELING** - Any label or other written, printed, or graphic matter upon a cannabis product, upon its container.

(FF) **LICENSE** - A State license issued by the State and includes both an A-license and an M-license, as well as a testing laboratory license.

(GG) **LICENSEE** - Any person holding a license under this article, regardless of whether the license held is an A-license or an M-license, and includes the holder of a testing laboratory license.

(HH) **LICENSING AUTHORITY** - The City of Oxnard and/or State agency responsible for the issuance, renewal, or reinstatement of the license, or the City of Oxnard and/or State agency authorized to take disciplinary action against the licensee.

(II) **LIMITED-ACCESS AREA** - An area in which cannabis is stored or held and is only accessible to a licensee or permittee and authorized personnel.

(JJ) **LIVE PLANTS** - Living cannabis flowers and plants, including seeds, immature plants, and vegetative stage plants.

(KK) **LOCAL JURISDICTION** - A city, county or city and county.

(LL) **LOCAL EQUITY APPLICANT** - Applicant with at least 40% local ownership in the aggregate. Ownership shall not fall below 40% at any time and for the life of the commercial cannabis business permit issued by the city. If an applicant does not obtain a commercial cannabis business permit based upon the local equity status, then that applicant shall not be deemed a local equity applicant.



(MM) **LOCAL OWNERSHIP** - Ownership interest(s) held by one or more natural persons who are a resident within the city's corporate boundaries as of the date the application is submitted and who maintain local residency at all times while their ownership interest(s) are used for qualifying as a local equity applicant for one or more commercial cannabis business permits. A minimum of 40% of cannabis ownership (in the aggregate) is required to be composed of residents of the City of Oxnard for the duration of the commercial cannabis business permit issued to the Local Equity Applicant. Factors used to determine local residency shall include (as applicable) but are not limited to the following: ownership or rental of dwelling unit within the city's corporate boundaries that is the primary residence; California driver's license with a residential address within the city's corporate boundaries that is the primary residence; voter registration at a residential address within the city's corporate boundaries that is the primary residence; residential address within the city's corporate boundaries used for filing State and federal income tax returns that is the primary residence; and the natural person does not have a homestead exemption in any jurisdiction other than within the city's corporate boundaries. Local ownership is subject to ongoing verification under penalty of perjury. Failure to maintain a minimum of 40% local ownership is grounds for revocation of the commercial cannabis business permit..

(NN) **LOT** - A batch or a specifically identified portion of a batch.

(OO) **M-LICENSE** - A State license issued by the State for commercial cannabis activity involving medicinal cannabis.

(PP) **M-LICENSEE** - Any Person holding a license by the State for commercial cannabis activity involving medicinal cannabis.

(QQ) **MANUFACTURE** - To compound, blend, extract, infuse, or otherwise make or prepare a cannabis product.

(RR) **MANUFACTURED CANNABIS** - Raw cannabis that has undergone a process whereby the raw agricultural product has been transformed into a concentrate, extraction or other manufactured product intended for internal consumption through inhalation or oral ingestion or for topical application.

(SS) **MANUFACTURER** - A licensee that conducts the production, preparation, propagation, or compounding of cannabis or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages cannabis or cannabis products or labels or container.

(TT) **MANUFACTURING SITE** - A location that produces, prepares, propagates, or compounds cannabis or cannabis products, directly or indirectly, by extraction methods, independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis, and is owned and operated by a person issued a valid commercial cannabis business permit for manufacturing from the City of Oxnard and, a valid State license as required for manufacturing of cannabis products.

(UU) **MEDICINAL CANNABIS or MEDICINAL CANNABIS PRODUCT** - Cannabis or a cannabis product, respectively, intended to be sold for use pursuant to the Compassionate Use

Act of 1996 (Proposition 215), found at Cal. Health and Safety Code, Section 11362.5, by a medicinal cannabis patient in California.

(VV) MIXED-LIGHT CULTIVATION - The cultivation of cannabis in a greenhouse, glasshouse, conservatory, hothouse, or other similar structure using light deprivation and/or one of the artificial lighting models, excluding hoop structures.

(WW) NONVOLATILE SOLVENT - Any solvent used in the extraction process that is not a volatile solvent. For purposes of this article, a nonvolatile solvent includes carbon dioxide (CO2) used for extraction and ethanol used for extraction or post-extraction processing.

(XX) NURSERY - A licensee that produces only clones, immature plants, seeds, and other agricultural products used specifically, for the propagation and cultivation of cannabis.

(YY) OPERATION - Any act for which a license is required under the provisions of this article, or any commercial transfer of cannabis or cannabis products.

(ZZ) OUTDOOR CULTIVATION - The cultivation of cannabis, outside of a structure, without the use of artificial lighting in the canopy area at any point in time. Cultivation within a hoop structure is considered outdoor cultivation.

(AAA) OWNER - Any of the following:

(1) An individual with an ownership interest in the Person with the commercial cannabis business permit or a licensee, unless the interest is solely a security, lien, or encumbrance.

(2) The manager of a nonprofit or other entity.

(3) A member of the board of directors.

(4) An individual who will be participating in the direction, control, or management of the business, or who has a financial interest in the business other than a fixed lease of real property.

(BBB) PACKAGE - Any container or receptacle used for holding cannabis or cannabis products.

(CCC) PATIENT or QUALIFIED PATIENT - The same definition as Cal. Health and Safety Code, Sections 11362.7 et seq., as it may be amended, and which means a person who is entitled to the protections of Cal. Health and Safety Code, Section 11362.5.10.

(DDD) PERSON - Includes any individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business, business trust, receiver, syndicate, or any other group or combination acting as a unit, and the plural as well as the singular.

(EEE) PERSON WITH AN IDENTIFICATION CARD - The meaning given that term by Cal. Health and Safety Code, Section 11362.7.

(FFF) PREMISES - The designated structure or structures and land specified in the application that is owned, leased, or otherwise held under the control of the applicant or licensee where the commercial cannabis activity will be or is conducted. The premises shall be a contiguous area and shall only be occupied by one licensee unless the operator is granted a M-

license and an A-license for the same type of activity and such operation is lawful under State and local laws, rules and regulations.

(GGG) PROCESSING - A cultivation site that conducts only trimming, drying, curing, grading, packaging, or labeling of cannabis and non manufactured cannabis products.

(HHH) PURCHASER - The customer who is engaged in a transaction with a licensee for purposes of obtaining cannabis or cannabis products.

(III) RETAILER - A commercial cannabis business facility where cannabis, cannabis products, or devices for the use of cannabis or cannabis products are offered for retail sale by an operator who holds both a valid commercial cannabis business permit from the City of Oxnard, and a valid State license as required by State law to operate as a retailer.

(JJJ) SELL, SALE, and TO SELL - Include any transaction whereby, for any consideration, title to cannabis or cannabis products are transferred from one Person to another, and includes the delivery of cannabis or cannabis products pursuant to an order placed for the purchase of the same and soliciting or receiving an order for the same, but does not include the return of cannabis or cannabis products by a licensee to the licensee from whom the cannabis or cannabis product was purchased.

(KKK) STATE LICENSE - A permit or license issued by the State of California, or one of its departments or divisions, under MAUCRSA and any subsequent State of California legislation regarding the same to engage in commercial cannabis activity.

(LLL) TESTING LABORATORY - A laboratory, facility, or entity in the State that offers or performs tests of cannabis or cannabis products and that is both of the following:

(1) Accredited by an accrediting body that is independent from all other persons involved in commercial cannabis activity in the State.

(2) Licensed by the State of California.

(MMM) TOPICAL CANNABIS - A product intended for external application and/or absorption through the skin. A topical cannabis product is not considered a drug as defined by Cal. Health and Safety Code, Section 109925.

(NNN) TRANSPORT - The transfer of cannabis products from the permitted business location of one licensee to the permitted business location of another licensee, for the purposes of conducting commercial cannabis activity authorized by MAUCRSA which may be amended or repealed by any subsequent State of California legislation regarding the same.

(OOO) UNIQUE IDENTIFIER - An alphanumeric code or designation used for reference to a specific plant on a licensed premises and any cannabis or cannabis product derived or manufactured from that plant.

(PPP) VOLATILE SOLVENT - Any solvent that is or produces a flammable gas or vapor that, when present in the air in sufficient quantities, will create explosive or ignitable mixtures. Examples of VOLATILE SOLVENTS include, but are not limited to, butane, hexane, and propane.

(QQQ) YOUTH CENTER - Any public or private facility that is primarily used to host recreation or social activities for minors, including, but not limited to, private youth membership organizations or clubs, social service teenage club facilities, video arcades where ten or more video games or game machines or devices are operated, and where minors are legally permitted to conduct business, or similar amusement park facilities. It shall also include a park, playground or recreational area specifically designed to be used by children which has play equipment installed, including public grounds designed for athletic activities such as baseball, softball, soccer, or basketball or any similar facility located on a public or private school grounds, or on city, county or State parks. This definition shall not include any private martial arts, yoga, ballet, music, art studio or similar studio of this nature nor shall it include any private gym, athletic training facility, pizza parlor, dentist office, doctor's office primarily serving children or a location which is primarily utilized as an administrative office or facility for youth programs or organizations.

#### SEC. 11-455. CANNABIS EMPLOYEE PERMIT REQUIRED.

(A) Any person who is an employee or who otherwise works within a commercial cannabis business must be legally authorized to do so under applicable State law.

(B) Any person who is an employee or who otherwise works, manages or is an Owner of a commercial cannabis business must obtain a commercial cannabis employee work permit from the city.

(C) Applications for a commercial cannabis employee work permit shall be developed, made available, and processed by the city manager or his or her designee(s), and shall include, but not be limited to, the following information:

- (1) Name, address, and phone number of the applicant;
- (2) Age and verification of applicant. A copy of a birth certificate, driver's license, government issued identification card, passport or other proof that the applicant is at least 21 years of age must be submitted with the application;
- (3) Name, address of the commercial cannabis business and the name of the primary manager of that business;
- (4) A list of any crimes enumerated in Cal. Bus. and Prof. Code, Section 26057(b)(4) for which the applicant or employee has been convicted;
- (5) The application shall be accompanied by fingerprints and a recent photograph of the applicant in a form and manner as required by the city manager or his or her designee(s);
- (6) A signed statement under penalty of perjury that the information provided is true and correct;
- (7) If applicable, verification that the applicant is a qualified patient or primary caregiver;

(8) A fee paid in an amount set by resolution of the city council in an amount necessary to cover the costs of administering the employee work permit programs. The fee is non-refundable and shall not be returned in the event the work permit is denied or revoked.

(D) (1) The applicable city department head or his or her designee(s) shall review the application for completeness, shall conduct a background check to determine whether the applicant was convicted of a crime or left a previous employer for reasons that show the applicant:

(a) Has been convicted of a crime involving dishonesty, fraud or deceit, including but not limited to fraud, forgery, theft, or embezzlement as those offenses are defined in Cal. Penal Code, Sections 186.11, 470, 484, and 504a; or

(b) Has committed a felony or misdemeanor involving fraud, deceit, embezzlement; or

(c) Was convicted of a violent felony, a crime of moral turpitude; or

(d) The illegal use, possession, transportation, distribution or similar activities related to controlled substances, as defined in the Federal Controlled Substances Act, except for cannabis related offenses for which the conviction occurred after the passage of the Compassionate Use Act of 1996.

(2) Discovery of these facts showing that the applicant is dishonest or has been convicted of the requisite crimes are grounds for denial of the permit. Where the applicant's sentence (including any term of probation, incarceration, or supervised release) for possession of, possession for sale, sale, manufacture, transportation, or cultivation of a controlled substance is completed, such underlying conviction shall not be the sole ground for denial of a commercial cannabis work permit. Furthermore, an applicant shall not be denied a permit if the denial is based solely on any of the following: (i) a conviction for any crime listed in subsection (D)(1)(d) above for which the applicant has obtained a certificate of rehabilitation pursuant to Cal. Penal Code, Chapter 3.5 (commencing with Section 4852.01) of Title 6 of Part 3, or (ii) a conviction that was subsequently dismissed pursuant to Cal. Penal Code, Sections 1203.4, 1203.4a, or 1203.41 or any other provision of State law allowing for dismissal of a conviction.

(E) The applicable department head or his or her designee(s) shall issue the commercial cannabis employee permit or a written denial to the applicant within 30 days of the date the application was deemed complete. In the event the cannabis employee work permit cannot be issued within this time period, then the city manager or his or her designee(s) may issue a temporary work permit for an employee upon completing a preliminary background check and if the business can demonstrate to the city manager or his or her designee(s) that the employee is necessary for the operation of the business. The temporary permit may be immediately revoked by the city manager or his or her designee(s) upon determination that the applicant has failed the background check or upon the issuance of the permanent work permit.

(F) An employee work permit shall be valid for a 36-month period and must be renewed every three years. Renewal applications shall contain all the information required in subsection (C) above including the payment of a renewal application fee in an amount to be set by resolution of the city council.

(G) In the event a person changes employment from one commercial cannabis business in the city to another, the work permit holder shall notify the applicable department head or his or her designee(s) in writing of the change within ten days, or the work permit shall be suspended or revoked, and such person shall not be permitted to work at any commercial cannabis business in the city.

(H) The city may immediately revoke the commercial cannabis employee permit should the permit holder be convicted of a crime listed in subsection (D) above or if facts become known to the city that the permit holder has engaged in activities showing that he or she has been convicted of a crime involving dishonesty.

(I) The city manager or his or her designee(s) is hereby authorized to promulgate all regulations necessary to implement the work permit process and requirements.

(J) The applicant may appeal the denial or revocation of a commercial cannabis employee permit by filing a notice of appeal with the city clerk within ten days of the date the applicant received the notice of denial. The city manager or his or her designee shall hear such appeal and his or her decision shall be final and not subject to further appeals.

(K) The applicable city department head or his or her designee(s) shall issue a permit in the form of a personal identification card that can be worn in a prominent and visible location. The identification card shall be maintained in good and readable condition at all times.

#### SEC. 11-456. MAXIMUM NUMBER AND TYPE OF AUTHORIZED COMMERCIAL CANNABIS BUSINESSES PERMITTED.

(A) The number of each type of commercial cannabis business that shall be permitted to operate in the city at any one time shall be as follows:

(1) Cannabis manufacturing - Maximum of eight (8) at any one time, with up to three permits issued to local equity applicants.

(2) Cannabis testing lab - Maximum of one (1) at any one time.

(3) Cannabis distributor - Maximum of three (3) at any one time, with up to three permits issued to local equity applicants.

(4) Cannabis retail - Maximum of sixteen (16) at any one time, with up to three permits issued to local equity applicants.

(5) Cannabis cultivation - Maximum of five (5) at any one time.

(B) This section is only intended to create a maximum number of commercial cannabis businesses that may be issued permits to operate in the city under each category. Nothing in this article creates a mandate that the city council must issue any or all of the commercial cannabis business permits.

(C) Each year following the city manager's initial award of commercial cannabis business permits, if any, or at any time at the city council's discretion, the city council may reassess the



number of commercial cannabis business permits which are authorized for issuance. The city council at its discretion, may determine that the number of commercial cannabis business permits should remain the same, or be expanded.

#### SEC. 11-457. COMMERCIAL CANNABIS BUSINESS PERMIT; APPLICATION PROCEDURE.

(A) The city manager or his or her designee shall adopt the procedures to govern the application process, and the manner in which the decision will ultimately be made regarding the issuance of any commercial cannabis business permit(s), which shall include or require the city manager to provide detailed objective review criteria to be evaluated on a point system or equivalent quantitative evaluation scale tied to each set of review criteria (“review criteria”). The city manager or his or her designee(s) shall be authorized to prepare the necessary forms, adopt any necessary rules to the application, regulations and processes, solicit applications, and conduct initial evaluations of the applicants.

(B) At the time of filing, each applicant shall pay an application fee established by resolution of the city council, to cover all costs incurred by the city in the application process.

(C) After the initial review, ranking, and scoring under the review criteria, the city manager or his or her designee(s) will make a final determination in accordance with this section and shall either deny or approve the final candidates and shall select the top candidates in each category of the commercial cannabis businesses. Notwithstanding anything in this article to the contrary, the city manager’s decision as to the selection of the prevailing candidates shall be final and shall not be subject to appeal.

(D) Official issuance of the commercial cannabis business permit(s) is conditioned upon the prevailing candidate(s) obtaining all required land use approvals and completing to the city’s satisfaction all conditions of approval required for the site to be issued a certificate of occupancy and commercial cannabis business permit.. Following the city manager’s selection of the Person who shall be issued a commercial cannabis business permit, the prevailing candidate(s) shall apply to the city’s community development department to obtain required land use approvals or entitlements pursuant to Section 16-163. A special use permit (SUP) or a development design review (DDR) permit shall be required prior to the issuance of building permits. The SUP and DDR shall expire one year after issuance if the applicant has not diligently pursued obtaining the necessary building permits and complying with the conditions of approval needed for the business to open at the approved location. The permittee’s location and use approvals shall include compliance with all applicable provisions of the California Environmental Quality Act. The community development director shall formally issue the commercial cannabis business permit(s) once the community development director or his or her designee(s) affirms that all of the required land use approvals have been obtained and all required conditions of approval have been complied with.

(E) Issuance of a commercial cannabis business permit does not create a land use entitlement. The commercial cannabis business permit shall only be for a term of 12 months and shall expire at the end of the 12- month period unless it is renewed as provided herein. Furthermore, no permittee may begin operations, notwithstanding the issuance of a commercial cannabis business

permit, unless all of the State and local laws and regulations, including but not limited to the requirements of this article and of the permit, have been complied with.

(F) Notwithstanding anything in this article to the contrary, the city manager reserves the right to reject any or all applications if the city manager determines it would be in the best interest of the city, taking into account any health, safety and welfare impacts on the community. Applicants shall have no right to a commercial cannabis business permit until a permit is actually issued, and then only for the duration of the permit's term. Each applicant assumes the risk that, at any time prior to the issuance of a permit, the city council may terminate or delay the program created under this article.

(G) If an application is denied, a new application may not be filed for one year from the date of the denial.

(H) Each Person granted a commercial cannabis business permit shall be required to pay the permit fee established by resolution of the city council, to cover the costs of administering the commercial cannabis business permit program created in this article.

(I) Preservation of rights. The city reserves the right to reject any or all applications. Prior to permit issuance by the city council, the city may also modify, postpone, or cancel any request for applications, or the entire program under this article, at any time without liability, obligation, or commitment to any party, firm, or organization, to the extent permitted under State law. Persons submitting applications assume the risk that all or any part of the program, or any particular category of permit potentially authorized under this article, may be canceled at any time prior to permit issuance. The city further reserves the right to request and obtain additional information from any candidate submitting an application. In addition to possible rejection for failure to comply with other requirements in this article, an applicant also risks being rejected for any of the following reasons:

- (1) Proposal received after designated time and date.
- (2) Proposal not containing the required elements, exhibits, nor organized in the required format.
- (3) Proposal considered not fully responsive to the request for permit application.

#### SEC. 11-458. PERSONS PROHIBITED FROM HOLDING A LICENSE OR EMPLOYEE WORK PERMIT.

Any person who has been issued any of the following actions or notices for non-compliance, shall be prohibited from holding a commercial cannabis business permit in the city, with such actions or notices also grounds for denial of a commercial cannabis business permit:

(A) The applicant has been denied a license or has had a license suspended or revoked by any city, county, city and county or any other State cannabis licensing authority;

(B) The applicant was notified that they were conducting commercial cannabis activity in non-compliance with this chapter 11 or other City of Oxnard ordinances, codes or requirements in which they failed to discontinue operating in a timely manner;

(C) Evidence that the applicant was in non-compliance of properly paying federal, State or local taxes and/or fees when notified by the appropriate agencies;

(D) The applicant was conducting commercial cannabis activity in the city in violation of local and State law.

#### SEC. 11-459. EXPIRATION OF COMMERCIAL CANNABIS BUSINESS PERMITS.

Each commercial cannabis business permit issued pursuant to this article shall expire 12 months after the date of its issuance. Commercial cannabis business permits may be renewed as provided in section 11-461.

#### SEC. 11-460. REVOCATION OF PERMITS.

Commercial cannabis business permits may be revoked for any violation of any law and/or any rule, regulation and/or standard adopted pursuant to any policy, procedure or regulation in this article.

#### SEC. 11-461. RENEWAL OF COMMERCIAL CANNABIS BUSINESS PERMITS.

(A) An application for renewal of a commercial cannabis business permit shall be filed at least 60 calendar days prior to the expiration date of the current permit.

(B) The renewal application shall contain the current owner and employee information, copy of the owner's State license, the city business tax certificate, and such other information as required by the city.

(C) The applicant shall pay a regulatory compliance fee in an amount set by city council resolution. The regulatory compliance fee shall not exceed the reasonable cost incurred by the city to administer the program created by this article. The applicant shall pay this annual fee, at the time of renewal, on a yearly basis.

(D) An application for renewal of a commercial cannabis business permit may be rejected if any of the following exists:

(1) The application is filed less than 60 days before its expiration.

(2) The commercial cannabis business permit is suspended or revoked at the time of the application.

(3) The commercial cannabis business has not been in regular and continuous operation in the four months prior to the renewal application.

(4) The commercial cannabis business has failed to conform to the requirements of this article, or of any regulations adopted pursuant to this article.

(5) The permittee fails or is unable to renew its State of California license.

(6) If the city or State has determined, based on substantial evidence, that the permittee or applicant is in violation of the requirements of this article, of the city ordinance, or of the State rules and regulations, and the city or State has determined that the violation is grounds for termination or revocation of the commercial cannabis business permit.

(E) The city manager or his or her designee(s) is authorized to make all decisions concerning the issuance of a renewal permit. In making the decision, the city manager or his or her designee(s) is authorized to impose additional conditions to a renewal permit, if it is determined to be necessary to ensure compliance with State or local laws and regulations or to preserve the public health, safety or welfare. Appeals from the decision of the city manager or his or her designee(s) shall be handled pursuant to Sections 11-464 to 11-465.

(F) If a renewal application is rejected, a Person may file a new application pursuant to this article no sooner than one year from the date of the rejection.

#### SEC. 11-462. EFFECT OF STATE LICENSE SUSPENSION, REVOCATION, OR TERMINATION.

Suspension of a license issued by the State, or by any of its departments or divisions, shall immediately suspend the ability of a commercial cannabis business to operate within the city, until the State, or its respective department or division, reinstates or reissues the State license. Should the State, or any of its departments or divisions, revoke or terminate the license of a commercial cannabis business, such revocation or termination shall also revoke or terminate the ability of a commercial cannabis business to operate within the City of Oxnard.

#### SEC. 11-463. APPEALS.

Unless specifically provided elsewhere to the contrary, whenever an appeal is specifically provided for in this article, the appeal shall be conducted as prescribed in this article.

#### SEC. 11-464. APPEAL OF DECISION OF CITY MANAGER OR PLANNING COMMISSION.

(A) Within ten calendar days after the date of a decision of the city manager or his or her designee(s) to revoke, or suspend, or to add conditions to a permit, an aggrieved party may appeal such action by filing a written appeal with the city clerk setting forth the reasons why the decision was not proper.

(B) Within eighteen calendar days after the date of a decision of the planning commission to approve a special use permit pursuant to this article, an aggrieved party may appeal such action by filing a written appeal with the city clerk setting forth the reasons why the decision was not proper.

(C) At the time of filing, the appellant shall pay the designated appeal fee in an amount, established by resolution of the city council.

(D) Appeals shall be conducted in accordance with Section 16-465.

#### SEC. 11-465. APPEAL HEARING.

(A) Upon receipt of the written appeal pursuant to Section 11-464, the city clerk shall set the matter for a hearing before the city council. The city council shall hear the matter de novo and shall conduct the hearing pursuant to the procedures set forth by the city.

(B) The appeal shall be held within a reasonable time after the filing the appeal, but in no event later than 90 days from the date of such filing. The city shall notify the appellant of the time and location at least ten days prior to the date of the hearing.

(C) At the hearing, the appellant may present any information they deem relevant to the decision appealed. The formal rules of evidence and procedure applicable in a court of law shall not apply to the hearing. The decision of the city council shall be final.

#### SEC. 11-466. APPEAL OF DECISION OF COMMUNITY DEVELOPMENT DIRECTOR.

(A) Within ten calendar days after the date of a decision of the community developer director pursuant to this article, an aggrieved party may appeal such action by filing a written appeal with the city clerk setting forth the reasons why the decision was not proper. At the time of filing, the appellant shall pay the designated appeal fee, established by resolution of the city council.

(B) Upon receipt of the written appeal pursuant to subsection (A), the city clerk shall set the matter for a hearing before the planning commission. The planning commission shall hear the matter de novo and shall conduct the hearing pursuant to the procedures set forth by the city. The appeal shall be held within a reasonable time after filing the appeal, but in no event later than 90 days from the date of such filing. The city shall notify the appellant of the time and location at least ten days prior to the date of the hearing.

(C) At the hearing, the appellant may present any information they deem relevant to the decision appealed. The formal rules of evidence and procedure applicable in a court of law shall not apply to the hearing. The decision of the planning commission shall be final.

#### SEC. 11-467. CHANGE IN LOCATION; UPDATED REGISTRATION FORM.

Any time the location of a commercial cannabis business or retailer specified in the regulatory permit is proposed to be changed, the applicant shall be required to first secure a new commercial cannabis business permit, and discretionary land use permit for the new location before moving to that location, with such approvals subject to terminating the commercial cannabis business permit at the existing location so there is no net increase in the number of cannabis business permits issued within the city. The process and the fees shall be the same as for a new facility and in accordance with the regulations specified in this article. No proposed

change in location shall be considered until such time as the original location has first been opened for business for a minimum of one year consistent with the requirement of the city's regulations.

#### SEC. 11-468. TRANSFER OF CANNABIS BUSINESS PERMIT.

(A) The holder of a cannabis business permit shall not transfer ownership or control of the permit to another person unless and until the transferee obtains an amendment to the permit from the city manager or his or her designee stating that the transferee is now the permittee. Such an amendment may be obtained only if the transferee files an application with the city manager or his or her designee in accordance with all provisions of this article (as though the transferee were applying for an original cannabis business permit) accompanied by a transfer fee in an amount set by resolution of the city council (or if not set, shall be the same amount as the application fee), and the city manager or his or her designee determines, after hearing, in accordance with this section that the transferee passed the background check required for permittees and meets all other requirements of this article. The decision of the city manager is final. For the purposes of this subsection (A) "control" shall be deemed to be the aggregate transfer of 40% or more of the ownership of the permit.

(B) Commercial cannabis business permits issued through the grant of a transfer by the city manager or his or her designee shall be valid for a period of one year beginning on the day the city manager or his or her designee approves the transfer of the permit. Before the transferee's permit expires, the transferee shall apply for a renewal permit in the manner required by this article.

(C) Changes in ownership of a permittee business structure or a substantial change in the ownership of a permittee business entity (i.e changes that result in a cumulative change of more than 40% of the original ownership) must be approved by the city manager or his or her designee through the transfer process contained in subsection (A). Failure to comply with this provision is grounds for permit revocation.

(D) A permittee may change the form of business entity without applying to the city manager or his or her designee for a transfer of permit, provided that the membership of the new business entity is substantially similar to original permit holder business entity (at least 60% of the membership is identical). The permit holder shall notify the city manager in writing of the change within ten days of the change. Failure to comply with this provision is grounds for permit revocation.

(E) No commercial cannabis business permit may be transferred when the city manager or his or her designee has notified the permittee that the permit has been or may be suspended or revoked.

(F) Any attempt to transfer a commercial cannabis business permit either directly or indirectly in violation of this section is hereby declared void, and such a purported transfer shall be deemed a ground for revocation of the permit.



(G) Notwithstanding any language in this section to the contrary, no transfer of a local equity ownership interest in a business that obtained its commercial cannabis business permit as a local equity applicant shall be allowed if such proposed transfer would reduce the local equity interest in the commercial cannabis business to a level below that required for a local equity applicant.

#### SEC. 11-469. CITY BUSINESS TAX CERTIFICATE.

Prior to commencing operations, a commercial cannabis business shall obtain a City of Oxnard business tax certificate, pursuant to article I.

#### SEC. 11-470. BUILDING PERMITS AND INSPECTION.

Prior to commencing operations, a commercial cannabis business shall be subject to a mandatory building inspection and must obtain all required permits and approvals which would otherwise be required for any business of the same size and intensity operating in that zone. This includes but is not limited to obtaining any required building permit(s), the fire department approvals, health department approvals and other zoning and discretionary land use permit(s) and approvals.

#### SEC. 11-471. CERTIFICATION FROM THE COMMUNITY DEVELOPMENT DIRECTOR.

Prior to submittal of a commercial cannabis business permit, the applicant shall obtain a zoning clearance (ZC) and zoning verification letter (ZVL) from the community development director or his or her designee(s) certifying that the business is located on a site that meets all of the requirements of chapter 16 and this article. A fee shall be established by city council resolution for submittal and processing of this certification.

#### SEC. 11-472. RIGHT TO OCCUPY AND TO USE PROPERTY.

(A) As a condition precedent to the city's issuance of a commercial cannabis business permit pursuant to this article, any Person intending to open and to operate a commercial cannabis business shall provide sufficient evidence of the legal right to occupy and to use the proposed location. In the event the proposed location will be leased from the property owner, the applicant shall be required to provide a signed and notarized statement from the owner of the property acknowledging that the property owner has read this article and consents to the operation of the commercial cannabis business on the owner's property.

(B) The lease, sublease or other agreement to occupy the property must be at fair market value and not have any terms or conditions for the permittee to pay the property owner, commercial broker, or any third party a percentage of gross receipts, royalties, equity, or other unreasonable compensation as determined by the city. In addition, all leases, subleases, or other agreements must be based on a monthly rate.

## SEC. 11-473. LOCATION AND DESIGN OF CANNABIS BUSINESSES.

Specific types of commercial cannabis businesses are subject to the following zoning and locational requirements:

(A) All cannabis manufacturing, testing, and distribution businesses have been conceptually identified on land use maps, with actual siting subject to land use siting criteria and buffer requirements stipulated in this article. Manufacturing, testing, and distribution facilities are conceptually permitted on property zoned limited manufacturing (ML), light manufacturing (M1), heavy industrial (M2), and business and research park (BRP), as well as auto sales and service, business park, and commercial manufacturing zones within the Rose Santa Clara Corridor Specific Plan. Manufacturing, testing, and/or distribution facilities may also be located in the following specific plan areas subject to relevant specific plan requirements: Northeast Community Specific Plan, Sakioka Farms, Camino Real Business Park, McInnes Ranch Business Park Specific Plan, and Northfield Seagate Business Park Specific Plan.

(B) Cultivation is conceptually permitted on property zoned limited manufacturing (ML), light manufacturing (M1), heavy industrial (M2), and business and research park (BRP). Cultivation may also be located in the following areas subject to relevant specific plan requirements: Sakioka Farms Business Park Specific Plan; McInnes Ranch Business Park Specific Plan; Arcturus Ave.; Northfield & Seagate Business Park Specific Plan; Channel Island Business Center; and Statham Business Park.

(C) All cannabis retail dispensary businesses have been conceptually identified on land use maps, with actual siting subject to land use siting criteria and buffer requirements as stipulated in this subsection (C). Retailers are conceptually permitted in property zoned neighborhood shopping center (C-1), neighborhood shopping center planned development (C-1-PD), general commercial (C-2), general commercial planned development (C-2-PD), coastal neighborhood commercial (CNC), and commercial planned development (CPD), business park, retail commercial, and commercial manufacturing zones within the Rose Santa Clara Corridor Specific Plan. Retail dispensaries may also be located in the following specific plan areas subject to relevant specific plan requirements: RiverPark - commercial office, commercial convention, and commercial regional, Sakioka Farms, and Camino Real Business Park.

(D) Compliance with any specific plan requirements.

(E) The property on which any commercial cannabis business is located must also meet all of the following distance requirements:

(1) It shall be no closer than 600 feet of any of the following:

(a) Any school providing instruction in kindergarten or any grades 1 through 12, whether public, private, or charter, including pre-school, transitional kindergarten, and K-12.

(b) A commercial daycare center licensed by the city or county that is in existence at the time the license is issued, unless the State licensing authority or the city specifies a different radius.

(c) A youth center that is in existence at the time the license is issued, unless the State licensing authority or the city specifies a different radius.

(2) The distance specified in this subsection shall be the horizontal distance measured in a straight line from the property line of the identified use to the closest property line of the lot on which the cannabis use is located without regard to intervening structures.

(F) Each proposed commercial cannabis business use shall:

(1) Conform with the city's general plan, any applicable specific plans, master plans, and design requirements.

(2) Comply with all applicable zoning, and specific plan requirements, and related development standards.

(3) Be constructed in a manner that minimizes odors to surrounding uses, and promotes quality design and construction, and consistency with the surrounding properties.

(4) Be adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping and all items required for the development.

(5) Be served by highways adequate in width and improved as necessary to carry the kind and quantity of traffic such use will generate.

(6) Be provided with adequate electricity, sewerage, disposal, water, fire protection (sprinkler and alarm; retrofit when determined necessary by the fire marshal) and storm drainage facilities for the intended purpose.

#### SEC. 11-474. LIMITATIONS ON CITY'S LIABILITY.

To the fullest extent permitted by law, the City of Oxnard shall not assume any liability whatsoever with respect to having issued a commercial cannabis business permit pursuant to this article or otherwise approving the operation of any commercial cannabis business. As a condition to the approval of any commercial cannabis business permit, the applicant shall be required to meet all of the following conditions before they can receive the commercial cannabis business permit:

(A) They must execute an agreement, in a form approved by the city attorney, agreeing to indemnify, defend (at applicant's sole cost and expense), and hold the City of Oxnard and its officers, officials, employees, representatives, and agents harmless, from any and all claims, losses, damages, injuries, liabilities or losses which arise out of, or which are in any way related to the city's issuance of the commercial cannabis business permit, the city's decision to approve the operation of the commercial cannabis business or activity, the process used by the city in making its decision, or the alleged violation of any federal, State or local laws by the commercial cannabis business or any of its officers, employees or agents.

(B) Maintain insurance at coverage limits, and with conditions thereon determined necessary and appropriate from time to time by the city manager.

(C) Reimburse the City of Oxnard for all costs and expenses, including but not limited to legal fees and costs and court costs, which the City of Oxnard may be required to pay as a result of any legal challenge related to the city's approval of the applicant's commercial cannabis business permit, or related to the city's approval of a commercial cannabis activity. The City of Oxnard may, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve any of the obligations imposed hereunder.

#### SEC. 11-475. CANNABIS DELIVERY FROM OUTSIDE THE CITY.

(A) Cannabis delivery from outside the city is only allowed from state licensed operators who meets the following requirements:

- (1) First obtain an Oxnard Business Tax Certificate;
- (2) Provide the City with a copy of the State license issued by the Department of Cannabis Control that authorizes such deliveries; and
- (3) During delivery into the city, the delivery driver from the state licensed operator displays the following information in each delivery vehicle at all times:
  - (a) A copy of a City of Oxnard Business Tax Certificate.
  - (b) A copy of a State license issued by the Department of Cannabis Control.

(B) Cannabis deliveries from within the city are only allowed from city licensed commercial cannabis retailers.

#### SEC. 11-476. RECORDS AND RECORDKEEPING.

(A) Each owner and operator of a commercial cannabis business shall maintain accurate books and records in an electronic format, detailing all of the revenues and expenses of the business, and all of its assets and liabilities. On no less than an annual basis (at or before the time of the renewal of a commercial cannabis business permit issued pursuant to this article), or at any time upon reasonable request of the city, each commercial cannabis business shall file a sworn statement detailing the number of sales by the commercial cannabis business during the previous 12-month period (or shorter period based upon the timing of the request), provided on a per-month basis. The statement shall also include gross sales for each month, and all applicable taxes paid or due to be paid. On an annual basis, each owner and operator shall submit to the city a financial audit of the business's operations conducted by an independent certified public accountant. Each permittee shall be subject to a regulatory compliance review and financial audit as determined by the city manager or his or her designee(s).

(B) Each owner and operator of a commercial cannabis business shall maintain a current register of the names and the contact information (including the name, address, and telephone number) of anyone owning or holding an interest in the commercial cannabis business, and separately of all the officers, managers, employees, agents and volunteers currently employed or otherwise engaged by the commercial cannabis business. The register required by this paragraph shall be provided to the city manager or his or her designee(s) upon a reasonable request.

(C) All commercial cannabis businesses shall maintain an inventory control and reporting system that accurately documents the present location, amounts, and descriptions of all cannabis

and cannabis products for all stages of the growing and production or manufacturing, laboratory testing and distribution processes until purchase as set forth MAUCRSA.

(D) Each commercial cannabis business shall allow the city to have access to the businesses books, records, accounts, together with any other data or documents relevant to its permitted commercial cannabis activities, for the purpose of conducting an audit or examination. Books, records, accounts, and any and all relevant data or documents will be produced no later than 24 hours after receipt of the city's request, unless otherwise stipulated by the city. The city may require the materials to be submitted in an electronic format that is compatible with the city's software and hardware.

#### SEC. 11-477. OPERATIONAL STANDARDS.

(A) A permitted commercial cannabis business shall implement sufficient security measures to deter and prevent the unauthorized entrance into areas containing cannabis or cannabis products, and to deter and prevent the theft of cannabis or cannabis products at the commercial cannabis business. Except as may otherwise be determined by the city manager or his or her designee(s), these security measures shall include, but shall not be limited to, all of the following and are considered in addition to the best practices identified in the guidelines for issuance of a cannabis business permit and/or conditions imposed as part of the discretionary land use permit approval:

- (1) Alarm system (perimeter, fire, and panic buttons).
- (2) Remote monitoring of alarm systems by licensed security professionals and first responders (Knox box, etc.).
- (3) Perimeter lighting systems (including motion sensors) for after-hours security.
- (4) Perimeter security and lighting as approved by the police chief, community development department or his or her designee.
- (5) Preventing individuals from remaining on the premises of the commercial cannabis business if they are not engaging in an activity directly related to the permitted operations of the commercial cannabis business.
- (6) Establishing limited access areas accessible only to authorized commercial cannabis business personnel.
- (7) Plan for cash handling as relevant to manufacturing, testing, and distribution operations.
- (8) Except for live growing plants which are being cultivated at a cultivation facility, all cannabis and cannabis products shall be stored in a secured and locked vault or vault equivalent. All safes and vaults shall be compliant with Underwriter Laboratories burglary-resistant and fire-resistant standards. All cannabis and cannabis products, including live plants that are being cultivated, shall be kept in a manner as to prevent diversion, theft, and loss.

(9) Installing 24-hour security surveillance cameras of at least HD-quality to monitor all entrances and exits to and from the premises, all interior spaces within the commercial cannabis business which are open and accessible to the public, all interior spaces where cannabis, cash or currency, is being stored for any period of time on a regular basis and all interior spaces where diversion of cannabis could reasonably occur. All cameras shall record in color. All exterior cameras shall be in weatherproof enclosures, shall be located so as to minimize the possibility of vandalism, and shall have the capability to automatically switch to black and white in low light conditions. The commercial cannabis business shall be responsible for ensuring that the security surveillance camera's footage is remotely accessible by the city manager or his or her designee(s), and that it is compatible with the city's software and hardware. In addition, remote and real-time, live access to the video footage from the cameras shall be provided to the city manager or his or her designee(s). Video recordings shall be maintained for a minimum of 90 days and shall be made available to the city manager or his or her designee(s) upon request. Video shall be of sufficient quality for effective prosecution of any crime found to have occurred on the site of the commercial cannabis business, and shall be capable of enlargement via projection or other means. Internet protocol address information shall be provided to the Oxnard police department by the commercial cannabis business, to facilitate remote monitoring of security cameras by the department or its designee.

(10) Sensors shall be installed to detect entry and exit from all secure areas, and shall be monitored in real time by a security company licensed by the State of California Bureau of Security and Investigative Services.

(11) Panic buttons shall be installed in all commercial cannabis businesses with direct notification to Oxnard police department dispatch, and shall be configured to immediately alert dispatch for the Oxnard police department.

(12) Having a professionally installed, maintained, and monitored real-time alarm system by a security company licensed by the State of California Bureau of Security and Investigative Services.

(13) Any bars installed on the windows or the doors of the commercial cannabis business shall be installed only on the interior of the building.

(14) Security personnel shall monitor premises in accordance with a security plan as authorized by the city manager or his or her designee(s), and must have a verified response security patrol when closed. Security personnel must be licensed by the State of California Bureau of Security and Investigative Services personnel and shall be subject to the prior review and approval of the city manager or his or her designee(s), with such approval not to be unreasonably withheld. Firearms may be carried by security personnel while they are on duty if authorized by the police chief.

(15) Each commercial cannabis business shall have the capability to remain secure during a power outage and shall ensure that all access doors are not solely controlled by an electronic access panel to ensure that locks are not released during a power outage.

(16) Entrance areas are to be locked at all times and under the control of a designated responsible party that is either: (a) an employee of the commercial cannabis business; or (b) a licensed security professional.



(17) Each commercial cannabis business shall have an accounting software system in place to provide point of sale data as well as audit trails or both product and cash, where applicable.

(18) Each commercial cannabis business shall demonstrate to the police chief, city manager or their designees compliance with the State's track and trace system for cannabis and cannabis products, as soon as it is operational.

(19) Each commercial cannabis business shall have state of the art network security protocols in place to protect computer information and all digital data.

(20) Exterior vegetation shall be planted, altered and maintained in a fashion that precludes its use as a hiding place for persons on the premises.

(B) Each commercial cannabis business shall identify a designated security representative/liaison to the City of Oxnard, who shall be reasonably available to meet with the city manager or his or her designee(s) regarding any security related measures and/or operational issues. The designated security representative/liaison shall, on behalf of the commercial cannabis business, annually maintain a copy of the current security plan on the premises of the business, to present to the city manager or his or her designee upon request that meets the following requirements:

(1) Confirms that a designated manager will be on duty during business hours and will be responsible for monitoring the behavior of employees.

(2) Identifies all managers of the commercial cannabis business and their contact phone numbers.

(3) Confirms that first aid supplies and operational fire extinguishers are located in the service areas and the manager's office.

(4) Confirms that burglar, fire, and panic alarms are operational and monitored by a licensed security company 24 hours a day, seven days a week, and provides contact information for each licensed security company.

(5) Identify a sufficient number of licensed, interior and exterior security personnel who will monitor individuals inside and outside the commercial cannabis business, the parking lot, and any adjacent property under the business's control.

(6) Confirm that the licensed security personnel shall regularly monitor the parking lot and any adjacent property to ensure that these area are: (a) free of individuals loitering or causing a disturbance; (b) are cleared of employees and their vehicles one-half hour after closing.

(C) As part of the application and permitting process, each commercial cannabis business shall have a storage and transportation plan, which describes in detail the procedures for safely and securely storing and transporting all cannabis, cannabis products, and any currency.

(D) The commercial cannabis business shall cooperate with the city whenever the city manager or his or her designee(s) makes a request, without prior notice, to inspect or audit the effectiveness of any security plan or of any other requirement of this article. Prevention fire inspectors shall be allowed access to audit buildings for fire life safety concerns on a yearly basis or as determined necessary per the fire marshal.

(E) A commercial cannabis business shall notify the city manager or his or her designee(s) within 24 hours after discovering any of the following:

(1) Significant discrepancies identified during inventory. The level of significance shall be determined by the regulations promulgated by the city manager or his or her designee(s).

(2) Diversion, theft, loss, or any criminal activity involving the commercial cannabis business or any agent or employee of the commercial cannabis business.

(3) The loss or unauthorized alteration of records related to cannabis, customers or employees or agents of the commercial cannabis business.

(4) Any other breach of security.

(F) Compliance with the foregoing requirements shall be verified by the city manager or his or her designee prior to commencing business operations. The city manager or his or her designee may supplement these security requirements once operations begin, subject to review by the city manager if requested by the business owner.

#### SEC. 11-478. RESTRICTION ON ALCOHOL AND TOBACCO SALES.

(A) No Person shall cause or permit the sale, dispensing, or consumption of alcoholic beverages on or about the premises of the commercial cannabis business.

(B) No Person shall cause or permit the sale or tobacco products on or about the premises of the commercial cannabis business.

#### SEC. 11-479. FEES AND CHARGES.

(A) No Person may commence or continue any commercial cannabis activity in the city without timely paying in full all fees and charges required for the operation of a commercial cannabis activity. Fees and charges associated with the operation of a commercial cannabis activity shall be established by resolution of the city council which may be amended from time to time.

(B) All commercial cannabis businesses authorized to operate under this article shall pay all sales, use, business and other applicable taxes, and all license, registration, and other fees required under federal, State and local law. Each commercial cannabis business shall cooperate with the city with respect to any reasonable request to audit the commercial cannabis business's books and records for the purpose of verifying compliance with this section, including but not limited to a verification of the amount of taxes required to be paid during any period.

(C) Prior to operating in the city and as a condition of issuance of a regulatory permit, the operator of each cannabis facility shall enter into an operational agreement with the city setting forth the terms and conditions under which the cannabis facility will operate that are in addition to the requirements of this article, including, but not limited to, public outreach and education,

community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety and welfare.

#### SEC. 11-480. MISCELLANEOUS OPERATING REQUIREMENTS.

(A) Commercial cannabis businesses may operate only during the hours specified in the commercial cannabis business permit issued by the city and/or as determined within the discretionary land use permit.

(B) Restriction on consumption - Cannabis shall not be consumed by any employee on the premises of any commercial cannabis business.

(C) No cannabis or cannabis products or graphics depicting cannabis or cannabis products shall be visible from the exterior of any property issued a commercial cannabis business permit, or on any of the vehicles owned or used as part of the commercial cannabis business. No outdoor storage of cannabis or cannabis products is permitted at any time.

(D) Reporting and tracking of product and of gross sales - Each commercial cannabis business shall have in place a point-of-sale or management inventory tracking system to track and report on all aspects of the commercial cannabis business including, but not limited to, such matters as cannabis tracking, inventory data, gross sales (by weight and by sale) and other information which may be deemed necessary by the city. The commercial cannabis business shall ensure that such information is compatible with the city's record-keeping systems. In addition, the system must have the capability to produce historical transactional data for review. Furthermore, any system selected must be approved and authorized by the city manager or his or her designee(s) prior to being used by the permittee.

(E) All cannabis and cannabis products sold, distributed or manufactured shall be cultivated, manufactured, and transported by licensed facilities that maintain operations in full conformance with the State and local regulations.

(F) Emergency contact and emergency response plan - Each commercial cannabis business shall provide the city manager or his or her designee(s) with the name, telephone number (both landline and mobile, if available) of an on-site employee or owner to whom emergency notice can be provided at any hour of the day. Each commercial cannabis business must have a fire evacuation plans, and plan to address robberies and other emergencies. Said plan shall be reviewed and approved by the fire and police chiefs or designee.

(G) Signage and notices -

(1) In addition to the requirements otherwise set forth in this section, business identification signage for a commercial cannabis business shall conform to the requirements of the City of Oxnard regulations, including, but not limited to, seeking the issuance of a city sign permit.

(2) No signs placed on the premises of a commercial cannabis business shall obstruct any entrance or exit to the building or any window.

(3) Each entrance to a commercial cannabis business shall be visibly posted with a clear and legible notice indicating that smoking, ingesting, or otherwise consuming cannabis on the premises or in the areas adjacent to the commercial cannabis business is prohibited.

(4) Business identification signage shall be limited to that needed for identification only and shall not contain any logos or information that identifies, advertises, or lists the services or the products offered. No commercial cannabis business shall advertise by having a person holding a sign and advertising the business to passersby, whether such person is on the premises of the commercial cannabis business or elsewhere including, but not limited to, the public right-of-way.

(5) Signage may be internally illuminated or externally illuminated with directed and shielded downward facing lighting consistent with city regulations and the conditions of approval. All signs shall conform with Section 16-595. Signage shall not feature exposed elements.

(6) No banners (with the exception of permitted Grand-Opening Banners), flags, or other prohibited signs may be used at any time.

(H) Minors -

(1) Persons under the age of 21 years shall not be allowed on the premises of a commercial cannabis business and shall not be allowed to serve as a driver for a mobile delivery service. It shall be unlawful and a violation of this article for any Person to employ any person at a commercial cannabis business who is not at least 21 years of age.

(2) The entrance to the commercial cannabis business shall be clearly and legibly posted with a notice that no person under the age of 21 years of age is permitted to enter upon the premises of the commercial cannabis business, unless otherwise authorized by state law.

(I) Odor control - Odor control devices and techniques shall be incorporated in all commercial cannabis businesses to ensure that odors from cannabis are not detectable off-site. Commercial cannabis businesses shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the commercial cannabis business that is distinctive to its operation is not detected outside of the facility, anywhere on adjacent property or public rights-of-way, on or about the exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for use by common tenants or the visiting public, or within any other unit located inside the same building as the commercial cannabis business. As such, commercial cannabis businesses must install and maintain the following equipment, or any other equipment which the community development director or his or her designee(s) determine is a more effective method or technology:

(1) An exhaust air filtration system with odor control that prevents internal odors from being emitted externally;

(2) An air system that creates negative air pressure between the commercial cannabis businesses interior and exterior, so that the odors generated inside the commercial cannabis business are not detectable on the outside of the commercial cannabis business.

(J) Display of permit and city business tax certificate - The original copy of the commercial cannabis business permit issued by the city pursuant to this article and the city issued business

tax certificate shall be posted inside the commercial cannabis business in a location readily-visible to the public.

(K) Background check - Pursuant to Cal. Penal Code, Sections 11105(b)(11) and 13300(b)(11), which authorizes city authorities to access state and local summary criminal history information for employment, licensing, or certification purposes; and authorizes access to federal level criminal history information by transmitting fingerprint images and related information to the Department of Justice to be transmitted to the Federal Bureau of Investigation, every person listed as an owner, manager, supervisor, employee, contract employee or who otherwise works in a commercial cannabis business must submit fingerprints and other information deemed necessary by the police chief or his or her designee(s) for a background check by the City of Oxnard police department. Pursuant to Cal. Penal Code, Sections 11105(b)(11) and 13300(b)(11), which requires that there be a requirement or exclusion from employment, licensing or certification based on specific criminal conduct on the part of the subject of the record, no Person shall be issued a permit to operate a commercial cannabis business or a related work permit unless they have first cleared the background check, as determined by the police chief or his or her designee(s), as required by this section. A fee for the cost of the background investigation, which shall be the actual cost to the City of Oxnard to conduct the background investigation as it deems necessary and appropriate, shall be paid at the time the application for a commercial cannabis business permit is submitted.

(L) Loitering - The owner and/or operator of a commercial cannabis business shall prohibit loitering by persons outside the facility both on the premises and within 50 feet of the premises.

#### SEC. 11-481. OTHER OPERATIONAL REQUIREMENTS.

The city manager or his or her designee may develop other commercial cannabis business operational requirements or regulations as are determined to be necessary to protect the public health, safety and welfare. Minor changes may occur to the approved conditions of the special use permit (SUP) or a development design review (DDR) permit pursuant to Section 16-560.

#### SEC. 11-482. OPERATING REQUIREMENTS FOR TESTING LABORATORIES.

(A) Testing laboratories shall be required to conduct all testing in a manner pursuant to Cal. Bus. and Prof. Code, Section 26100 and shall be subject to State and local law. Each testing laboratory shall be subject to additional regulations as determined from time to time as more regulations are developed under this article and any subsequent State of California legislation regarding the same.

(B) Testing laboratories shall conduct all testing in a manner consistent with general requirements for the competence of testing and calibrations activities, including sampling using verified methods.

(C) All cannabis testing laboratories performing testing shall obtain and maintain ISO/IEC 17025 accreditation as required by the Department of Cannabis Control.

(D) Testing laboratories shall destroy any harvest batch whose testing sample indicates noncompliance with health and safety standards required by the Department of Cannabis Control unless remedial measures can bring the cannabis or cannabis products into compliance with quality standards as specified by law and implemented by the Bureau of Cannabis Control.

(E) Each operator shall ensure that a testing laboratory employee takes the sample of cannabis or cannabis products from the distributor's premises for testing required by State law and that the testing laboratory employee transports the sample to the testing laboratory.

(F) Except as provided by State law, a testing laboratory shall not acquire or receive cannabis or cannabis products except from a licensee in accordance with State law, and shall not distribute, sell, or dispense cannabis, or cannabis products, from the licensed premises from which the cannabis or cannabis products were acquired or received. All transfer or transportation shall be performed pursuant to a specified chain of custody protocol.

(G) A testing laboratory may receive and test samples of cannabis or cannabis products from a qualified patient or primary caregiver only if the qualified patient or primary caregiver presents the qualified patient's valid physician's recommendation for cannabis for medicinal purpose. A testing laboratory shall not certify samples from a qualified patient or primary caregiver for resale or transfer to another party or licensee. All tests performed by a testing laboratory for a qualified patient or primary caregiver shall be recorded with the name of the qualified patient or primary caregiver and the amount of the cannabis or cannabis products received.

(H) Approval of testing laboratories shall be through approval of a development design review (DDR) permit to be issued by the community development director of the City of Oxnard. The appeal of the approval or denial of such permit shall be to the planning commission pursuant to Section 11-466.

#### SEC. 11-483. OPERATING REQUIREMENTS FOR DISTRIBUTORS.

(A) A distributor shall not store non-cannabis goods or non-cannabis accessories that are to be sold to another party on any licensed premises. Additionally, a distributor shall not distribute non-cannabis goods or non-cannabis accessories at a licensed premises. For the purposes of this section, non-cannabis goods are any goods that do not meet the definition of cannabis goods as defined in Cal. Code of Regulations, Title 16, Section 5000.

(B) After taking physical possession of a cannabis goods batch, the distributor shall contact a testing laboratory and arrange for a laboratory employee to come to the distributor's licensed premises to select a representative sample for laboratory testing.

(C) A distributor shall ensure that all cannabis goods batches are stored separately and distinctly from other cannabis goods batches on the distributor's premises.

(D) The distributor shall ensure that the batch size from which the sample is taken meets the requirements of State law, specifically the testing provisions within the California Code of Regulations.



(E) A distributor or an employee of the distributor shall be physically present to observe the laboratory employee obtain the sample of cannabis goods for testing and shall ensure that the increments are taken from throughout the batch. The sampling shall be video-recorded and the recording kept available to State and local authorities for a minimum of 180 days, pursuant to Cal. Code of Regulations, Title 16, Section 5305.

(F) A distributor shall not transport cannabis or cannabis products to a licensed retail facility until and unless it has verified that the cannabis or cannabis products have been tested and certified by a testing laboratory as being in compliance with state health and safety requirements pursuant to Cal. Code of Regulations, Sections 5705, 5710 and 5714 of Title 16.

(G) Approving of distributor shall be through the approval of a development design review (DDR) permit to be issued by the community development director of the City of Oxnard. The appeal of the approval or denial of such permit shall be to the planning commission pursuant to Section 11-466.

#### SEC. 11-484. OPERATING REQUIREMENTS FOR CANNABIS MANUFACTURING: EDIBLES AND OTHER CANNABIS PRODUCTS; SALE OR DISTRIBUTION OF EDIBLE AND OTHER CANNABIS PRODUCTS.

(A) Cannabis manufacturing facilities requiring a type-6, type-7, type S, or any subsequent created manufacturing State license (using non-volatile and volatile solvents) as defined in MAUCRSA, may be permitted to operate within those zone districts as defined in the City of Oxnard code.

(B) Any compressed gases used in the manufacturing process shall not be stored on any property within the City of Oxnard in containers that exceeds the amount which is approved by the Oxnard fire department and authorized by the regulatory permit. Each site or parcel subject to a commercial cannabis business permit shall be limited to a total number of compressed gas tanks allowed on the property at any one time, as determined by the Oxnard fire department.

(C) Cannabis manufacturing facilities may use the hydrocarbons N-butane, isobutane, ethanol, propane, or heptane or other solvents or gases exhibiting low to minimal potential human-related toxicity approved by the community development department. These solvents must be of at least 99% purity and any extraction process must use them in a professional grade closed loop extraction system designed to recover the solvents and work in an environment with proper ventilation, controlling all sources of ignition where a flammable atmosphere is or may be present.

(D) If an extraction process uses a professional grade closed loop CO<sub>2</sub> gas extraction system every vessel must be certified by the manufacturer for its safe use. The CO<sub>2</sub> must be of at least 99% purity.

(E) Closed loop systems for compressed gas extraction systems must be used and must be commercially manufactured and bear a permanently affixed and visible serial number.

(F) Certification from an engineer licensed by the State of California, or from a State certified professional engineer or state certified industrial hygienist from another state, must be provided

to the community development department for a professional grade closed loop system used by any commercial cannabis manufacturing manufacturer to certify that the system was commercially manufactured, is safe for its intended use, and was built to codes of recognized and generally accepted good engineering practices, including but not limited to:

- (1) The American Society of Mechanical Engineers (ASME);
- (2) American National Standards Institute (ANSI);
- (3) Underwriters Laboratories (UL); or
- (4) The American Society for Testing and Materials (ASTM).

(G) The certification document must contain the signature and stamp of the professional engineer and serial number of the extraction unit being certified.

(H) Professional closed loop systems, other equipment used, the extraction operation, and facilities must be approved for their use by the Oxnard fire department and meet any required fire, safety, and building code requirements specified in the California Building Reference Codes.

(I) Cannabis manufacturing facilities may use heat, screens, presses, steam distillation, ice water, and other methods without employing solvents or gases to create keef, hashish, bubble hash, or infused dairy butter, or oils or fats derived from natural sources, and other extracts.

(J) Cannabis manufacturing facilities may use food grade glycerin, ethanol, and propylene glycol solvents to create or refine extracts. Ethanol should be removed from the extract in a manner to recapture the solvent and ensure that it is not vented into the atmosphere.

(K) Cannabis manufacturing facilities creating cannabis extracts must develop standard operating procedures, good manufacturing practices, and a training plan prior to producing extracts for the marketplace.

(L) Any person using solvents or gases in a closed looped system to create cannabis extracts must be fully trained on how to use the system, have direct access to applicable material safety data sheets and handle and store the solvents and gases safely.

(M) Parts per million for one gram of finished extract cannot exceed state standards for any residual solvent or gas when quality assurance tested.

(N) Approval of manufacturing facilities shall be through approval of a development design review (DDR) permit to be issued by the community development director of the City of Oxnard. The appeal of the approval or denial of such permit shall be to the planning commission pursuant to Section 11-466.

#### SEC. 11-485. OPERATING REQUIREMENTS FOR RETAIL FACILITIES.

(A) No more than the number of cannabis retailers authorized by Section 11-456 shall operate within the City of Oxnard at any one time.

(B) Approval of retail dispensaries shall be through approval of a special use permit to be issued by the planning commission pursuant to Section 16-531. The appeal of the approval or denial of such special use permit shall be to the city council pursuant to sections 11-464 and 11-465.

(C) Retailers shall verify the age and all necessary documentation of each individual to ensure the customer is not under the age of 18 years. If the potential customer is 18 to 20 years old, retailer shall confirm the customer's possession of a state issued medical cannabis card. Persons 18 to 20 years old who are unable to produce the necessary documentation cannot purchase cannabis legally and are to be denied admittance to the retail facility. For adult-use purchases, retailers shall verify that all customers are 21 years of age or older for the purchase of cannabis or cannabis products.

(D) Entrances into the retailer shall be locked at all times with entry strictly controlled. A "buzz-in" electronic/mechanical entry system shall be utilized to limit access to and entry to the retail area to separate it from the reception/lobby area. Individuals must show their government-issued identification or a medical cannabis card issued pursuant to Cal. Health and Safety Code, Section 11362.71 in order to gain access into the retailer. The government-issued identification and, if applicable, doctor's recommendation or cannabis card must also be shown at the point of sale station at the time of purchase. Doctor recommendations are not to be obtained or provided at the retail location.

(E) Uniformed licensed security personnel shall be employed to monitor site activity, control loitering and site access, and to serve as a visual deterrent to unlawful activities. Security personnel may be allowed to carry firearms if authorized by the police chief.

(F) Retailers may have only that quantity of cannabis and cannabis products to meet the daily demand readily available for sale on-site in the retail sales area of the retailer. Additional product may be stored in a secured, locked area to which customers, vendors, and visitors shall not have access.

(G) All restroom facilities shall remain locked and under the control of management.

(H) Retailers authorized to conduct retail activities shall only serve customers who are within the licensed premises, or at a delivery address that meets the requirements of this subsection.

(1) The sale and delivery of cannabis goods shall not occur through a pass-through window or a slide-out tray to the exterior of the premises.

(2) Retailers shall not operate as or with a drive-in or drive-through at which cannabis goods are sold to persons within or about a motor vehicle.

(3) No cannabis shall be sold and/or delivered by any means or method to any person within a motor vehicle.

(4) All cannabis goods sold by a retailer shall be contained in child-resistant packaging.

(5) Retailers shall record point-of-sale areas and areas where cannabis goods are displayed for sale on the video surveillance system. At each point-of-sale location, camera placement must

allow for the recording of the facial features of any person purchasing or selling cannabis goods, or any person in the retail area, with sufficient clarity to determine identity.

(6) A retail licensee who is engaged in retail sale shall hire or contract for security personnel who are at least 21 years of age to provide security services for the licensed retail premises. All security personnel hired or contracted for by the licensee shall be licensed by the Bureau of Security and Investigative Services and shall comply with Cal. Bus. and Prof. Code, Chapters 11.4 and 11.5 of Division 3.

(I) Access to retailer premises -

(1) Access to the premises of a retail licensee/permittee shall be limited to individuals who are at least 21 years of age.

(2) Notwithstanding subsection (I)(1) above, individuals who are at least 18 years of age and in possession of a state issued medical cannabis card shall be granted access to the premises of a retail licensee/permittee for the sole purpose of purchasing medicinal cannabis.

(J) Authorized sales - A retailer shall only sell adult-use cannabis and adult-use cannabis products to individuals who are at least 21 years of age. A retailer shall only sell medicinal cannabis or medicinal cannabis products to individuals who are at least 18 years of age, but not yet 21, if those individuals are in possession of a valid state issued cannabis card. Medicinal cannabis sales to individuals 21 years of age and older are unrestricted.

(K) Limited access areas - A retailer shall establish limited-access areas and permit only authorized individuals to enter the limited-access areas. Authorized individuals include individuals employed by the retailer as well as any outside vendors, contractors, or other individuals conducting business that requires access to the limited access area. All individuals granted access to the limited access area shall be at least 21 years of age, and if not employed by the retailer, shall be escorted at all times by an employee of the licensee/permittee. A retailer shall maintain a log of all individuals who are not employees who are granted access to the limited access area. These logs shall be made available to the police chief or the development services director upon request.

(L) Operating hours of the retailer license shall be limited to the hours of 9:00 a.m. through 9:00 p.m., seven days a week or a reduced duration as stipulated through the discretionary land use permit.

(M) Parking requirements shall be in accordance with chapter 16, article X of the Oxnard city code - 1 parking space per 250 square feet or as stipulated in a city traffic engineer approved parking study via a request for administrative parking relief pursuant to Section 16-651. Commercial cannabis retail businesses proposed to be located within the Downtown Specific Plan area may pay a downtown parking management in-lieu fee to meet off-street parking requirements.

(N) Retail security requirements. All security measures required by section 11-477 (operational standards) are directly applicable to and binding on all commercial cannabis businesses, including all retailers.

#### SEC. 11-486. OPERATING REQUIREMENTS FOR RETAILERS WITH DELIVERY SERVICE.

(A) Retailers located within the city that provide delivery are required to verify the age and the necessary documentation of each medical customer to ensure the customer is not under the age of 18 years, and to verify that the potential customer has a valid state issued cannabis card. The age verification requirement applies to both the customer and any person accepting delivery on behalf of the customer. If the latter, the individual must be at least 21 years of age.

(B) Proof of ownership of the vehicle or a valid lease for any and all vehicles that will be used to deliver cannabis or cannabis Products.

(C) The year, make, model, color, license plate number, and vehicle identification number (VIN) for any and all vehicles that will be used to deliver cannabis or cannabis Products.

(D) Proof of insurance as required in section 11-474(B) for any and all vehicles being used to deliver cannabis or cannabis Products.

(E) The licensee shall provide the city with the information required by this section in writing for any new vehicle that will be used to deliver cannabis and/or cannabis Products prior to using the vehicle to deliver cannabis and/or cannabis Products.

(F) The Commercial cannabis Business shall provide the city with any changes to the information required by this section in writing within 30 calendar days.

(G) Delivery of cannabis products originating from the City of Oxnard are not authorized except from a retailer who has obtained both the necessary city and State permits and is in full compliance with this Section.

#### SEC. 11-487. OPERATING REQUIREMENTS FOR CULTIVATORS.

(A) No more than the number of cannabis cultivators authorized by Section 11-456 shall operate within the city at any one time.

(B) Approval of cultivation facilities shall be through approval of a development design review (DDR) permit to be issued by the Community Development Director of the city. The appeal of the approval or denial of such permit shall be to the Planning Commission pursuant to Section 11-466.

(C) All commercial Outdoor Cultivation and Mixed-Light Cultivation of cannabis and nursery activity within the city is prohibited. It is hereby declared to be unlawful and a public nuisance for any Person owning, leasing, occupying, or having charge or possession of any parcel within any zoning district in the City of Oxnard to cause or allow such parcel to be used for the commercial outdoor cultivation of cannabis.

(D) The commercial cultivation of cannabis must occur indoors in an approved indoor cultivation facility with a valid commercial cannabis business permit from the city under this Chapter.

- (E) In no case shall cannabis plants be visible from the exterior of the building.
- (F) From a public right-of-way, there shall be no exterior evidence of commercial cannabis cultivation except for any signage authorized by the city. All signs shall conform with Section 16-595.
- (G) Any pesticides and/or fertilizers used at the cultivation site shall be properly labeled and stored in accordance with Fire Dept. and City regulations to avoid contamination through erosion, leakage or inadvertent damage from pests, rodents or other wildlife.
- (H) A commercial cannabis cultivation licensee shall comply with all applicable federal, State and local laws and regulations regarding use and disposal of pesticides and fertilizers.
- (I) Each commercial cannabis cultivation licensee shall submit the following in addition to the information required to secure approval of a commercial cannabis business permit:
- (1) A cultivation and operations plan shall be submitted for City review and approval which will identify the type(s) of cannabis plant to be grown (species/strain), cultivation activities and schedule of activities during each month of growing and harvesting, or explanation of growth cycles and anticipated harvesting schedules for all-season harvesting.
  - (2) A monthly and yearly projected water usage plan. The plan shall include water conservation and recycling measures for capture and reuse of on site water, water treatment plan and wastewater discharge plan. Said plan shall be reviewed and approved by the City. Every attempt should be made by the licensee to connect to the City's recycled water line when feasible.
  - (3) An energy usage and conservation plan which identifies the sources of power, projected monthly and yearly usage, and efficiency plan, including use of on site renewables.
  - (4) Neighborhood compatibility plan which shall address odor security, safety, and other compatibility issues which may derive from the cultivation site and as requested by the City.
  - (5) Floor plan identifying the location, dimensions, and boundaries of all proposed canopy areas taking into account space needed for ongoing care of plants and a description of the proposed method of physically delineating those boundaries at the site.
- (J) A permittee shall only be allowed to cultivate the square feet of canopy space permitted by State law and in the Commercial Cannabis Business Permit issued by the city for the premises.

**SEC. 11-488. PROMULGATION OF REGULATIONS, STANDARDS AND OTHER LEGAL DUTIES.**



(A) In addition to any regulations adopted by the city council, the city manager or his or her designee is authorized to establish any additional rules, regulations and standards governing the issuance, denial or renewal of commercial cannabis business permits, the ongoing operation of commercial cannabis businesses and the city's oversight, or concerning any other subject determined to be necessary to carry out the purposes of this article.

(B) Regulations shall be published on the city's website.

(C) Regulations promulgated by the city manager shall become effective upon date of publication. Commercial cannabis businesses shall be required to comply with all State and local laws and regulations, including but not limited to any rules, regulations or standards adopted by the city manager or his or her designee.

(D) Testing laboratories, distribution facilities and special events shall be subject to State law and shall be subject to additional regulations as determined from time to time as more regulations are developed pursuant to this section and any subsequent State of California legislation regarding the same.

#### SEC. 11-489. COMMUNITY RELATIONS.

(A) Each commercial cannabis business shall provide the name, telephone number, and email address of a community relations contact to whom notice of problems associated with the commercial cannabis business can be provided. Each commercial cannabis business shall also provide the above information to all businesses and residences located within 600 feet of the commercial cannabis business.

(B) During the first year of operation pursuant to this article, the owner, manager, and community relations representative from each commercial cannabis business holding a permit issued pursuant to this article shall attend quarterly meetings with the city manager or his or her designee(s), and other interested parties as deemed appropriate by the city manager or his or her designee(s), to discuss costs, benefits, and other community issues arising as a result of implementation of this article. After the first year of operation, the owner, manager, and community relations representative from each such commercial cannabis business shall meet with the city manager or his or her designee(s) when and as requested by the city manager or his or her designee(s).

(C) Commercial cannabis businesses to which a permit is issued pursuant to this article shall describe benefits that the cannabis business would provide to the local community, such as community contributions, volunteer services and/or economic incentives, stated in the Community Benefits Agreement.

#### SEC. 11-490. PERMIT HOLDER RESPONSIBLE FOR VIOLATIONS.

The person to whom a commercial cannabis business permit is issued pursuant to this article shall be responsible for all violations of the laws of the State of California or of the regulations and/or the ordinances of the City of Oxnard. whether committed by the permittee or any

employee or agent of the permittee, which violations occur in or about the premises of the commercial cannabis business whether or not said violations occur within the permit holder's presence.

#### SEC. 11-491. INSPECTION AND ENFORCEMENT.

(A) The city manager, or his or her designee(s) charged with enforcing the provisions of the City of Oxnard code, or any provision thereof, may enter the location of a commercial cannabis business at any time, without notice, and inspect the location of any commercial cannabis business as well as any recordings and records required to be maintained pursuant to this article or under applicable provisions of State law.

(B) It is unlawful for any Person having responsibility over the operation of a commercial cannabis business, to impede, obstruct, interfere with, or otherwise not to allow, the city to conduct an inspection, review or copy records, recordings or other documents required to be maintained by a commercial cannabis business under this article or under State or local law. It is also unlawful for a person to conceal, destroy, deface, damage, or falsify any records, recordings or other documents required to be maintained by a commercial cannabis business under this article or under State or local law.

(C) The city manager, or his or her designee(s) charged with enforcing the provisions of this article may enter the location of a commercial cannabis business at any time during the hours of operation and without notice to obtain samples of the cannabis to test for public safety purposes. Any samples obtained by the City of Oxnard shall be logged, recorded, and maintained in accordance with established procedures by the City of Oxnard city manager or these regulations.

#### SEC. 11-492. COMPLIANCE WITH STATE REGULATIONS.

It is the stated intent of this article to regulate commercial cannabis activity in the City of Oxnard in compliance with all provisions MAUCRSA and any subsequent State legislation.

#### SEC. 11-493. VIOLATIONS DECLARED A PUBLIC NUISANCE.

Each and every violation of the provisions of this article is hereby deemed unlawful and a public nuisance.

#### SEC. 11-494. EACH VIOLATION A SEPARATE OFFENSE.

Each and every violation of this article shall constitute a separate violation and shall be subject to all remedies and enforcement measures authorized by the City of Oxnard. Additionally, as a nuisance per se, any violation of this article shall be subject to injunctive relief, any permit issued pursuant to this article being deemed null and void, disgorgement and payment to the city for any monies unlawfully obtained, costs of abatement, costs of investigation, attorney fees, and any

other relief or remedy available at law or in equity. The City of Oxnard may also pursue any and all remedies and actions available and applicable under State and local laws for any violations committed by the commercial cannabis business or persons related to, or associated with, the commercial cannabis activity. Additionally, when there is determined to be an imminent threat to public health, safety or welfare, the city manager, or his or her designee(s), may take immediate action to temporarily suspend a commercial cannabis business permit issued by the city, pending a hearing before the city manager, or his or her designee(s).

#### SEC. 11-495. PENALTIES.

Each and every violation of the provisions of this article may at the discretion of the district attorney or city attorney be prosecuted as an infraction or misdemeanor and upon conviction be subject to imprisonment in the county jail for a period of not more than six months, or both such fine and imprisonment. Each commercial cannabis business may be cited for any violation of any law and/or any rule, regulation and/or standard adoption pursuant to this article. A fine not to exceed \$10,000 for the first violation, \$15,000 for the second violation and revocation of the permit for a period of two years after which time the business operator would have to reapply. The fine for operating an unlicensed and/or unpermitted commercial cannabis business shall be \$30,000 per day and the issuance of a notice to appear in court. Each day a violation is committed or permitted to continue shall constitute a separate offense. At the discretion of the city manager or his or her designee, higher or lower fines or penalties may be recommended based on the facts of individual cases where generally supported by aggravating or mitigating circumstances. Aggravating factors may include, but are not limited to: prior disciplinary history, nature and severity of the act(s), violations, offenses, or crime(s) under consideration, actual or potential harm to the public, actual or potential harm to any consumer, prior warning letters, licensee involvement, premises in high crime area, lack of cooperation by licensee in investigation, appearance and actual age of minor, continuing course or pattern of conduct. Mitigating factors may include, but are not limited to: length of licensure at subject location without prior discipline problems, positive action by licensee to correct problem, documented training of licensee and employees and cooperation by licensee in investigation.

#### SEC. 11-496. REMEDIES CUMULATIVE AND NOT EXCLUSIVE.

The remedies provided herein are not to be construed as exclusive remedies. The city is authorized to pursue any proceedings or remedies provided by law.

Section 2. Amend OCC Chapter 16, Article III, Division 11, Section 16-163 to read as follows:

SEC. 16-163. INDUSTRIAL LAND USES BY ZONE: INDUSTRIAL LAND USE MATRIX.

The allowed land uses in the industrial zoning districts are identified in the following table, subject to the limitations identified in the Notes Section.

| Industrial Land Use Matrix                                                                                                                                  |               |            |            |            |            |                                         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------|------------|------------|------------|-----------------------------------------|
| Key:<br>Blank: Not Allowed    P: Permitted Use (Requires a Zone Clearance)<br>SUP: Special Use Permit    DDR: Development Design Review Permit              |               |            |            |            |            |                                         |
| Land Use                                                                                                                                                    | Zone District |            |            |            |            |                                         |
|                                                                                                                                                             | <i>CM</i>     | <i>BRP</i> | <i>M-L</i> | <i>M-1</i> | <i>M-2</i> | <i>Notes</i>                            |
| Administrative, executive, and/or corporate offices which are a part of a predominantly industrial operation, including governmental offices and facilities | P             | P          | P          | P          | P          |                                         |
| Administrative, financial, professional, medical, and general office services                                                                               | P             | P          | SUP        |            |            |                                         |
| Adult businesses, except adult motels                                                                                                                       |               | P          | P          | P          | P          | Refer to section <a href="#">16-337</a> |
| Adult day care facilities                                                                                                                                   | P             | P          |            |            |            |                                         |
| Adult motels                                                                                                                                                | P             |            |            |            |            | Refer to section <a href="#">16-336</a> |
| Agricultural and construction vehicle sales with incidental repair and service                                                                              | SUP           |            | DDR        | DDR        |            |                                         |
| Agricultural, limited to growing of crops                                                                                                                   | P             | P          | P          | P          | P          |                                         |
| Aircraft modification, storage, repair, and maintenance                                                                                                     |               |            |            | P          | P          |                                         |
| Aircraft sales                                                                                                                                              | P             | P          | P          | P          |            |                                         |
| Alcohol sales: on-site, off-site, and wine tasting                                                                                                          | SUP           | SUP        | SUP        | SUP        |            |                                         |
| Ambulance base facilities                                                                                                                                   | P             | P          | P          | P          | P          |                                         |
| Appliance repairs                                                                                                                                           | P             |            | P          | P          |            |                                         |
| Asphalt or concrete manufacture or refining                                                                                                                 |               |            |            |            | DDR        |                                         |
| Assembly or repair of small electrical and electronic equipment                                                                                             | P             |            | P          | P          |            |                                         |
| Assisted living residential facility                                                                                                                        |               | SUP        |            |            |            |                                         |
| Auction houses                                                                                                                                              | P             | P          | P          | P          | P          |                                         |
| Boat building and repair                                                                                                                                    |               |            |            | P          | P          |                                         |
| Boiler repair and maintenance                                                                                                                               |               |            |            | P          | P          |                                         |
| Book binding                                                                                                                                                | P             | P          | P          | P          | P          |                                         |
| Bottling/canning plants                                                                                                                                     |               |            | P          | P          | P          |                                         |
| Breweries, microbrew<br>(less than 60,000 barrels). A SUP is required if including tasting rooms                                                            | DDR           | DDR        | DDR        | DDR        |            |                                         |
| Breweries, craft<br>(more than 60,000 barrels, less than 2                                                                                                  | DDR           | DDR        | DDR        | DDR        |            |                                         |

|                                                                                                                                                                                                                  |     |     |     |     |     |                                            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|-----|-----|-----|--------------------------------------------|
| million barrels). A SUP is required if including tasting rooms                                                                                                                                                   |     |     |     |     |     |                                            |
| Breweries, large<br>(more than 2 million barrels)                                                                                                                                                                |     |     |     | DDR | DDR |                                            |
| Brick, tile, or terra cotta manufacture                                                                                                                                                                          |     |     |     | DDR | DDR |                                            |
| Business furniture, supplies, and equipment sales                                                                                                                                                                | P   | P   | P   |     |     |                                            |
| Cabinet or carpenter shops                                                                                                                                                                                       | P   |     | P   | P   | P   |                                            |
| Cafeterias accessory to permitted uses for the convenience of persons employed on the premises                                                                                                                   |     | P   | P   | P   | P   |                                            |
| Carpet, rug, and dry-cleaning plants                                                                                                                                                                             | P   |     | P   | P   | P   |                                            |
| Cement, glass, lime, gypsum, or plaster manufacture                                                                                                                                                              |     |     |     |     | DDR |                                            |
| Ceramic products                                                                                                                                                                                                 | P   |     | P   | P   | P   |                                            |
| Children's day care facility serving more than 15 children                                                                                                                                                       | SUP | SUP |     |     |     |                                            |
| Churches                                                                                                                                                                                                         | SUP | SUP | SUP | SUP | SUP | Refer to section <a href="#">16-162(B)</a> |
| Coffee shops, cafes                                                                                                                                                                                              | P   | P   | DDR | DDR | DDR |                                            |
| Cold storage facilities including agricultural freezers and ice production and sales                                                                                                                             |     |     | P   | P   | P   |                                            |
| Commercial and retail uses                                                                                                                                                                                       | P   | DDR | DDR | DDR |     | Refer to section <a href="#">16-171</a>    |
| Commercial Cannabis Activities                                                                                                                                                                                   |     |     |     |     |     |                                            |
| Cultivation                                                                                                                                                                                                      |     | DDR | DDR | DDR | DDR | Refer to sections 11-473 and 16-173        |
| Distribution                                                                                                                                                                                                     |     | DDR | DDR | DDR | DDR | Refer to sections 11-473 and 16-173        |
| Manufacturing                                                                                                                                                                                                    |     | DDR | DDR | DDR | DDR | Refer to sections 11-473 and 16-173        |
| Retail                                                                                                                                                                                                           |     | SUP |     |     |     | Refer to sections 11-473 and 16-173        |
| Testing                                                                                                                                                                                                          |     | DDR | DDR | DDR | DDR | Refer to sections 11-473 and 16-173        |
| Commercial recreational and entertainment uses, such as batting cages, gymnasiums, boxing gyms, escape rooms, bowling alleys, skating rinks, and similar recreational uses as determined by the planning manager | DDR | DDR | DDR | DDR |     |                                            |
| Computer and business machine sales and service                                                                                                                                                                  | P   | P   | P   |     |     |                                            |
| Convenience markets and drugstores                                                                                                                                                                               | P   | DDR |     |     |     |                                            |
| Corporate training and professional development facilities including ancillary outdoor activities                                                                                                                | P   | P   | P   | P   | P   |                                            |
| Day care facilities accessory to industrial uses                                                                                                                                                                 |     | DDR | DDR | DDR |     |                                            |

|                                                                                                                                                                                 |     |     |     |     |     |                                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|-----|-----|-----|----------------------------------|
| Day care facilities (over 12 children) as a principal use                                                                                                                       | DDR | DDR |     |     |     |                                  |
| Distribution, warehousing, and wholesaling                                                                                                                                      | P   | P   | P   | P   | P   |                                  |
| Drive-through services                                                                                                                                                          | SUP | SUP | SUP |     |     |                                  |
| Drop forge industries                                                                                                                                                           |     |     |     |     | DDR |                                  |
| Dwelling unit, one per establishment, for security or management when located on the premises where such person is employed in such capacity and accessory to an industrial use | DDR |     | DDR | DDR | DDR |                                  |
| Electric motor rebuilding                                                                                                                                                       | P   |     | P   | P   | P   |                                  |
| Electrical and lighting supply                                                                                                                                                  | P   |     | P   |     |     |                                  |
| Electronic and computer repair                                                                                                                                                  | P   | P   | P   |     |     |                                  |
| Emergency shelter for families                                                                                                                                                  | SUP |     | P   |     |     |                                  |
| Emergency shelter, permanent                                                                                                                                                    | SUP |     | P   |     |     |                                  |
| Emergency shelter, temporary                                                                                                                                                    | SUP |     | P   |     |     |                                  |
| Employment agencies                                                                                                                                                             | P   | P   |     |     |     |                                  |
| Energy generation, distribution, storage, and support facilities, including electrical and gas utilities                                                                        | SUP | SUP | SUP | SUP | DDR |                                  |
| Explosives, manufacture or storage                                                                                                                                              |     |     |     |     | DDR |                                  |
| Farmworker housing                                                                                                                                                              | SUP |     | P   | P   | P   |                                  |
| Feed sales                                                                                                                                                                      | P   |     | P   | P   |     |                                  |
| Fertilizer manufacture                                                                                                                                                          |     |     |     |     | DDR |                                  |
| Firearm and ammunition sales                                                                                                                                                    |     |     | SUP |     |     | Refer to Chapter 16, Division 19 |
| Fish smoking, processing, curing, or canning                                                                                                                                    |     |     |     | DDR | DDR |                                  |
| Florists                                                                                                                                                                        | P   | P   |     |     |     |                                  |
| Freight classification yard, including truck and bus storage and maintenance                                                                                                    |     |     |     | DDR | P   |                                  |
| Furniture manufacture and assembly                                                                                                                                              | P   |     | P   | P   | P   |                                  |
| Furniture upholstery shops                                                                                                                                                      | P   |     | P   | P   |     |                                  |
| Garbage, offal, or dead animal reduction or dumping                                                                                                                             |     |     |     |     | P   |                                  |
| Garment manufacturing                                                                                                                                                           |     | P   | P   | P   | P   |                                  |
| Gas bulk storage, manufacturing, and distribution of flammable liquids and all gases                                                                                            |     |     |     |     | DDR |                                  |
| General office, including legal, professional, medical, consulting, or similar                                                                                                  | P   | P   |     |     |     |                                  |
| Indoor firearm range                                                                                                                                                            |     |     | SUP |     |     | Refer to Chapter 16, Division 20 |
| Iron, steel, brass, or copper foundry or fabrication plant                                                                                                                      |     |     |     | SUP | DDR |                                  |
| Kennels and animal boarding                                                                                                                                                     | DDR |     | DDR | DDR | DDR |                                  |
| Kennel day care                                                                                                                                                                 | P   |     | P   | P   | P   |                                  |
| Laboratories, research only                                                                                                                                                     |     | P   | P   |     |     |                                  |

|                                                                                                                                                                                     |     |     |     |     |     |                                            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|-----|-----|-----|--------------------------------------------|
| Laundry, commercial                                                                                                                                                                 | P   |     | P   | P   | P   |                                            |
| Light metal fabrication (for example, sheet metal, wrought iron, and the like)                                                                                                      | P   |     | P   | P   | P   |                                            |
| Lumber yards with incidental sales of building and hardware supplies (outside storage)                                                                                              | SUP |     |     | SUP | P   |                                            |
| Machine shops                                                                                                                                                                       | P   |     | P   | P   | P   |                                            |
| Manufacture and assembly of electrical and electronic instruments, devices, and components                                                                                          | P   | P   | P   | P   | P   |                                            |
| Manufacturing and maintenance of electric neon signs                                                                                                                                | P   |     | P   | P   | P   |                                            |
| Manufacturing, compounding assembly, or treatment of articles or merchandise from prepared materials such as, but not limited to, canvas, cloth, stones, wood products, and leather |     |     | P   | P   | P   |                                            |
| Manufacturing, compounding, processing, packaging, or treatment of food products such as, but not limited to, bakery, dairy, fruits and vegetables, and honey                       |     |     | P   | P   | P   |                                            |
| Marine equipment sales with incidental repair and service                                                                                                                           | P   |     | P   | P   | P   |                                            |
| Medical product sales                                                                                                                                                               | P   | P   | P   |     |     |                                            |
| Medical: hospitals and medical centers                                                                                                                                              |     | SUP |     |     |     |                                            |
| Metals recycling and storage, including sales                                                                                                                                       |     |     |     | SUP | DDR |                                            |
| Mini-warehouses and self-storage facilities                                                                                                                                         | SUP |     | SUP | SUP | SUP | Refer to Resolution No. 6446               |
| Mobile home sales and display                                                                                                                                                       | DDR |     | DDR | DDR | DDR |                                            |
| Motels, hotels, and convention facilities                                                                                                                                           | SUP | SUP |     |     |     |                                            |
| Multifamily Residential uses up to 30 dwelling units per acre on parcels identified in the AHD additive zone, subject to the provisions in section <a href="#">16-420</a>           |     | SUP |     |     |     |                                            |
| Off-site non-accessory signs or billboards                                                                                                                                          |     |     |     |     | SUP | Refer to section <a href="#">16-608(G)</a> |
| Oilcloth or linoleum manufacture                                                                                                                                                    |     |     |     |     | P   |                                            |
| Outdoor storage or assembly as a primary use                                                                                                                                        |     |     |     |     | SUP |                                            |
| Outdoor storage, incidental/accessory to uses otherwise permitted                                                                                                                   |     |     | DDR | DDR | DDR |                                            |
| Paint, oil, shellac, turpentine, and varnish manufacture                                                                                                                            |     |     |     |     | DDR |                                            |
| Paper and pulp manufacture                                                                                                                                                          |     |     |     |     | DDR |                                            |
| Pawnshops                                                                                                                                                                           | SUP |     |     |     |     |                                            |
| Petroleum bulk plants and distribution                                                                                                                                              |     |     |     | SUP | DDR |                                            |
| Petroleum refining                                                                                                                                                                  |     |     |     |     | DDR |                                            |
| Photographic studios and services                                                                                                                                                   | P   | P   | P   |     |     |                                            |



|                                                                                                                                                                                                                                                                                                                                                                |     |     |     |     |     |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|-----|-----|-----|--|
| Planning mills                                                                                                                                                                                                                                                                                                                                                 |     |     |     | SUP | DDR |  |
| Plastic manufacture                                                                                                                                                                                                                                                                                                                                            |     |     |     | P   | P   |  |
| Plumbing supply                                                                                                                                                                                                                                                                                                                                                | P   |     | P   | P   |     |  |
| Printing shop, lithographing, photocopying, blueprinting, and publishing                                                                                                                                                                                                                                                                                       | P   | P   | P   | P   | P   |  |
| Product assembly plants and production facilities primarily engaged in final or partial assembling of packaging of premanufactured, treated, or fabricated components, materials, or products                                                                                                                                                                  | P   | P   | P   | P   | P   |  |
| Public service uses - communications, fire and police, water, and other governmental or public facilities                                                                                                                                                                                                                                                      | DDR | DDR | DDR | DDR | DDR |  |
| Radio or television broadcasting station                                                                                                                                                                                                                                                                                                                       | P   | P   | P   | P   | P   |  |
| Railroad support services                                                                                                                                                                                                                                                                                                                                      |     |     |     | SUP | DDR |  |
| Recycling collection: collection recycling facility for the acceptance of materials from the public including a bulk or single-feed reverse vending machine, a kiosk unit, or a permanent building                                                                                                                                                             |     |     |     | DDR | DDR |  |
| Recycling mobile unit: mobile recycling unit used for the collection of recycled materials including the bins, boxes, or containers for the collection of recyclable materials                                                                                                                                                                                 | DDR |     | DDR | DDR | DDR |  |
| Recycling processing facility: processing facility for ferrous and non-ferrous materials including the preparation of material for efficient shipment which includes baling, briquetting, flattening, grinding, crushing, mechanical sorting, shredding, cleaning, and re- manufacturing. Outdoor bin storage allowed for the collection of recycled materials |     |     |     | SUP | SUP |  |
| Refrigeration and air conditioning repair and service                                                                                                                                                                                                                                                                                                          | P   |     | P   | P   | P   |  |
| Research and development, experimental or developmental laboratories                                                                                                                                                                                                                                                                                           |     | P   | P   | P   | P   |  |
| Research, development, and clinical laboratories and uses including associated incidental and outpatient clinics                                                                                                                                                                                                                                               |     | P   |     |     |     |  |
| Restaurants and delicatessens                                                                                                                                                                                                                                                                                                                                  | P   | P   | P   | DDR | DDR |  |
| Rock crusher or distribution of rock, sand, or gravel                                                                                                                                                                                                                                                                                                          |     |     |     |     | DDR |  |
| Sale of building and hardware supplies within a building                                                                                                                                                                                                                                                                                                       | P   |     | P   | P   | P   |  |
| Specialized commercial retail centers oriented toward major transportation elements such as freeways, expressways,                                                                                                                                                                                                                                             |     | SUP |     |     |     |  |

|                                                                                                                                                                                                                                                                                                                                                |     |     |     |     |     |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|-----|-----|-----|--|
| and other major transportation corridors. Specialized commercial uses include promotional, discount, factory outlet, and off-price shopping centers, as well as centers that are tourist-oriented or oriented to other specialized markets. Specialized commercial uses may also include general commercial uses in special or unique settings |     |     |     |     |     |  |
| Stationery and office supplies                                                                                                                                                                                                                                                                                                                 | P   | P   |     |     |     |  |
| Supportive housing                                                                                                                                                                                                                                                                                                                             | SUP |     |     |     |     |  |
| Taxidermist                                                                                                                                                                                                                                                                                                                                    | P   |     | P   | P   |     |  |
| Textiles manufacturing                                                                                                                                                                                                                                                                                                                         |     |     | P   | P   | P   |  |
| Trade schools, public and private schools and colleges, dance, and performing arts studios                                                                                                                                                                                                                                                     | P   | P   | DDR |     |     |  |
| Transitional housing                                                                                                                                                                                                                                                                                                                           | SUP |     |     |     |     |  |
| Vehicle assembly                                                                                                                                                                                                                                                                                                                               |     |     |     | SUP | DDR |  |
| Vehicle and equipment dismantling and recycling, including sale of parts and vehicles                                                                                                                                                                                                                                                          |     |     |     |     | SUP |  |
| Vehicle rental agencies                                                                                                                                                                                                                                                                                                                        | DDR | DDR | DDR |     |     |  |
| Vehicle repair, including engine overhaul, body and fender work, transmission, radiator repair, painting, and upholstery                                                                                                                                                                                                                       | P   |     | P   | P   | P   |  |
| Vehicle service stations                                                                                                                                                                                                                                                                                                                       | SUP | SUP | SUP | SUP | DDR |  |
| Vehicle storage                                                                                                                                                                                                                                                                                                                                |     |     |     | SUP | SUP |  |
| Veterinarians with on-site kennels                                                                                                                                                                                                                                                                                                             | DDR |     | DDR | DDR | DDR |  |
| Veterinarians with no on-site kennels                                                                                                                                                                                                                                                                                                          | P   |     | P   | P   | P   |  |
| Welding shops                                                                                                                                                                                                                                                                                                                                  |     |     | P   | P   | P   |  |
| Wine production facility                                                                                                                                                                                                                                                                                                                       |     |     | SUP | P   | P   |  |
| Wine tasting with or without cafes                                                                                                                                                                                                                                                                                                             |     | SUP | SUP | SUP |     |  |

Section 3. Amend OCC Chapter 16, Article III, Division 11, Section 16-173 to read as follows:

**SEC. 16-173. DEVELOPMENT DESIGN REVIEW PERMIT REQUIRED FOR SPECIFIC COMMERCIAL CANNABIS ACTIVITIES.**

(A) A commercial cannabis business for cultivating, manufacturing, testing and/or distribution of cannabis may be permitted in the business and research park (BRP) zone, the limited manufacturing (M-L) zone, the light manufacturing (M-1) zone, and the heavy manufacturing (M-2) zone, provided that the owner has first obtained a commercial cannabis business permit pursuant to article XVI, chapter 11 of the Oxnard city code and a development design review (DDR) permit.

(B) A commercial cannabis business for retail uses may be permitted in the business and research park (BRP) zone, provided that the owner has first obtained a commercial cannabis business permit pursuant to article XVI, chapter 11 of the Oxnard city code and a special use permit.

(C) A commercial cannabis business for retail uses may be permitted in the planned development (additive) zone, provided that the owner has first obtained a commercial cannabis business permit pursuant to article XVI, chapter 11 of the Oxnard city code and a special use permit (SUP). A commercial cannabis business for cultivating, manufacturing, testing and/or distribution of cannabis may be permitted in the planned development (additive) zone, provided that the owner has first obtained a commercial cannabis business permit pursuant to article XVI, chapter 11 of the Oxnard city code and a development design review (DDR) permit.

Section 4. Article XVI of Chapter 11 of the Oxnard City Code (Oxnard City Code Section 11-450 to 11-496) is hereby amended.

Section 5. This ordinance shall apply to applications for land use approvals that are filed on or after the effective date of this ordinance and to applications for land use approvals that have been filed but have not been accepted as complete as of the effective date of this ordinance.

Section 6. Cumulative Ordinance. Nothing in this Ordinance shall be interpreted to allow any land use which is not expressly listed as permitted or conditionally permitted within the City's Zoning Code.

Section 7. The City Clerk shall certify as to the adoption of this Ordinance and shall cause summary thereof to be published within fifteen calendar (15) days of the adoption and shall post a certified copy of this Ordinance, including 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 \_\_\_\_\_, to become effective thirty (30) days thereafter.

[Remainder of Page Left Intentionally Blank]

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

---

John Zaragoza, Mayor

APPROVED AS TO FORM:

ATTEST:

---

Stephen M. Fischer, City Attorney

---

Rose Chaparro, City Clerk

C. Legislative Draft of ZTA - Chapters 11 and 16, as amended by Aug. 3, 2023 Staff Report.

## ARTICLE XVII. COMMERCIAL CANNABIS ACTIVITY

### SEC. 11-450. PURPOSE AND INTENT.

It is the purpose and intent of this article to implement the provisions of the Medicinal and Adult Use Cannabis Regulation and Safety Act (“MAUCRSA”) to accommodate the needs of medically-ill persons in need of and provide access to cannabis for medicinal purposes as recommended by their health care provider(s), and to provide access to adult-use for persons over the age of 21 as authorized by the Control, Regulate and Tax Adult Use Cannabis Act (“AUMA” or “Proposition 64” enacted by California voters in 2016), while imposing sensible regulations on the use of land to protect the city’s residents, neighborhoods, and businesses from disproportionately negative impacts. As such, it is the purpose and intent of this article to regulate the cultivation, processing, manufacturing testing, sale, delivery, distribution and transportation of cannabis and cannabis products in a responsible manner to protect the health, safety, and welfare of the residents of the City of Oxnard and to enforce rules and regulations consistent with State law. It is the further purpose and intent of this article to require all commercial cannabis operators to obtain and renew annually a permit to operate within the City of Oxnard. Nothing in this article is intended to authorize the possession, use, or provision of cannabis for purposes that violate State or federal law. The provisions of this article are in addition to any other permits, licenses and approvals which may be required to conduct business in the city, and are in addition to any permits, licenses and approval required under State, city, or other law.

### SEC. 11-451. LEGAL AUTHORITY.

Pursuant to Sections 5 and 7 of Article XI of the California Constitution, the provisions of the Medicinal and Adult Use Cannabis Regulation and Safety Act (hereinafter “MAUCRSA”), any subsequent State legislation and/or regulations regarding same, the City of Oxnard is authorized to adopt ordinances that establish standards, requirements and regulations for the licensing and permitting of commercial cannabis activity. Any standards, requirements, and regulations regarding health and safety, security, and worker protections established by the State of California, or any of its departments or divisions, shall be the minimum standards applicable in the City of Oxnard to all commercial cannabis activity.

### SEC. 11-452. ~~CANNABIS CULTIVATION AND~~ COMMERCIAL CANNABIS ACTIVITIES PROHIBITED UNLESS SPECIFICALLY AUTHORIZED BY THIS ARTICLE.

Except as specifically authorized in this article, the commercial cultivation, ~~manufacture~~manufacturing, processing, storing, laboratory testing, labeling, sale, delivery, distribution or transportation (other than as provided under Cal. Bus. and Prof. Code, Section 26090(e)), of cannabis or cannabis product is expressly prohibited in the City of Oxnard.

### SEC. 11-453. COMPLIANCE WITH STATE AND LOCAL LAWS.

It is the responsibility of the owners and operators of a commercial cannabis business to ensure that it is always operating in a manner compliant with all applicable State and local

laws, and any regulations promulgated thereunder. Nothing in this article shall be construed as authorizing any actions that violate federal, State law or local law with respect to the operation of a commercial cannabis business. It shall be the responsibility of the owners and the operators of the commercial cannabis business to ensure that the commercial cannabis business is, at all times, operating in a manner compliant with all applicable federal, State and local laws, including the Medicinal and Adult Use Cannabis Regulation and Safety Act (“MAUCRSA”), and any subsequently enacted State law or regulatory, licensing, or certification requirements, and any specific, additional operating procedures or requirements which may be imposed as conditions of approval of the local commercial cannabis business permit. Nothing in this article shall be construed as authorizing any actions that violate federal or State law regarding the operation of a commercial cannabis business.

#### SEC. 11-454. DEFINITIONS.

When used in this article, the following words shall have the meanings ascribed to them as set forth herein. Any reference to California statutes includes any regulations promulgated thereunder and is deemed to include any successor or amended version of the referenced statute or regulatory provision.

(A) A-LICENSE - A State license issued by the ~~Bureau~~Department of Cannabis Control (DCC) for cannabis or cannabis products that are intended for adults 21 years of age and over and who do not possess ~~physician's recommendations~~a valid State issued medical cannabis card.

(B) A-LICENSEE - Any ~~person~~Person holding a license for cannabis or cannabis products that are intended for adults 21 years of age and over and who do not possess ~~physician's recommendations~~a state issued medical cannabis card.

(C) APPLICANT - An owner applying for a commercial cannabis business permit pursuant to this article.

(D) BATCH - A specific quantity of homogeneous cannabis or cannabis product that is one of the following types:

(1) HARVEST BATCH - A specifically identified quantity of dried flower or trim, leaves, and other cannabis plant matter that is uniform in strain, harvested at the same time, and, if applicable, cultivated using the same pesticides and other agricultural chemicals and harvested at the same time.

(2) MANUFACTURED CANNABIS BATCH - Either of the following:

(a) An amount of cannabis concentrates or extract that is produced in one production cycle using the same extraction methods and standard operating procedures.

(b) An amount of a type of manufactured cannabis produced in one production cycle using the same formulation and standard operating procedures.

~~(E) BUREAU—The Bureau of Cannabis Control within the Department of Consumer Affairs, formerly named the Bureau of Marijuana Control, the Bureau of Medical Cannabis Regulation, and the Bureau of Medical Marijuana Regulation, or its successor.~~



~~(F)~~ CANNABIS - All parts of the Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. CANNABIS also means the separated resin, whether crude or purified, obtained from cannabis. CANNABIS does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this article, CANNABIS does not mean “industrial hemp” as defined by Cal. Health and Safety Code, Section 11018.5 or Cal. Food and Agricultural Code Section 81000.

~~(F)~~ CANNABIS ACCESSORIES - The same meaning as in Cal. Health and Safety Code, Section 11018.2.

~~(H) CANNABIS INNOVATION ZONE—A park or campus which is one contiguous commercial area of land which has many cannabis-related businesses grouped together. Each individual business would be clearly defined, which has a unique entrance and immovable physical barriers between uniquely licensed premises.~~

~~(H)~~ CANNABIS CONCENTRATE - Cannabis that has undergone a process to concentrate one or more active cannabinoids, thereby increasing the product’s potency. Resin from granular trichomes from a cannabis plant is a concentrate for purposes of this article. A cannabis concentrate is not considered food, as defined by Cal. Health and Safety Code, Section 109935, or drug, as defined by Cal. Health and Safety Code, Section 109925.

~~(H)~~ CANNABIS PRODUCT - A product containing cannabis, including, but not limited to, manufactured cannabis, - intended to be sold for use by cannabis patients in California pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at Cal. Health and Safety Code, Section 11362.5 (as the same may be amended from time-to-time) or pursuant to the Adult Use of Cannabis Act. For purposes of this article, “cannabis” does not include industrial hemp as defined by Cal. Food and Agricultural Code, Section 81000, or Cal. Health and Safety Code, Section 11018.5.

~~(K)~~ CANNABIS PRODUCTS - The same meaning as in Cal. Health and Safety Code, Section 11018.1.

~~(H)~~ CANNABIS WASTE - Any material intended for disposal that contains cannabis but is not otherwise considered a hazardous waste. Cannabis waste consisting solely of plant material shall be considered an organic waste as defined in Public Resources Code section 42649.8(d).

~~(K)~~ CANOPY - The designated area(s) at a licensed premise, except nurseries that will contain mature plants at any point in time.

(1) CANOPY shall be calculated in square feet and measured using clearly identifiable boundaries of all areas(s) that will contain mature plants at any point in time, including all of the space(s) within the boundaries; and

(2) CANOPY may be non contiguous but each unique area included in the total canopy

calculation shall be separated by an identifiable boundary which include, but are not limited to: interior walls, shelves, greenhouse walls, hoop house walls, garden benches, hedgerows, fencing, garden beds or garden plots; and

(3) If mature plants are being cultivated using a shelving system, the surface area of each level shall be included in the total CANOPY calculation.

(~~M~~L) CAREGIVER or PRIMARY CAREGIVER - The same meaning as that term is defined in Cal. Health and Safety Code, Section 11362.7.

(~~N~~M) CHILD RESISTANT - Designed or constructed to be significantly difficult for children under five years of age to open, and not difficult for normal adults to use properly.

(~~O~~N) CITY - The City of Oxnard including the area within the territorial city limits of the city and such territory outside of the city over which the city council has jurisdiction or control by virtue of any provision of law.

(~~P~~O) COMMERCIAL CANNABIS ACTIVITY - Includes the possession, ~~manufacture~~manufacturing, distribution, cultivation, processing, storing, laboratory testing, packaging, labeling or transportation of cannabis and cannabis products as provided for in this division.

(~~Q~~P) COMMERCIAL CANNABIS BUSINESS - Any business or operation which engages in medicinal or adult-use commercial cannabis activity.

(~~R~~Q) COMMERCIAL CANNABIS BUSINESS PERMIT - A regulatory permit required to be issued ~~by the City of Oxnard pursuant to this article~~ to a commercial cannabis business ~~and is required before any~~ by the City of Oxnard prior to commercial cannabis activity ~~may be being~~ conducted ~~in the city~~. Such permit cannot be issued before a Certificate of Occupancy is granted for the location at which the commercial cannabis business will be located. The initial permit and annual renewal of a commercial cannabis business permit is made expressly contingent upon the business's ongoing compliance with all of the requirements of this article and any regulations adopted by the city governing the commercial cannabis activity at issue.

(~~S~~R) CULTIVATION - Any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

(~~T~~S) CULTIVATION SITE - A location where cannabis is planted, grown, harvested, dried, cured, graded, or trimmed, or a location where any combination of those activities occurs.

(~~U~~T) CUSTOMER - A natural person 21 years of age or over, or a natural person 18 years of age or older who possesses a ~~physician's recommendation or a~~ State issued medical ~~marijuana~~cannabis identification card.

~~(V) DAY CARE CENTER - The same meaning as in Cal. Health and Safety Code, Section 1596.76.~~

~~(W~~U) DELIVERY - The commercial transfer of cannabis or cannabis products to a customer. DELIVERY also includes the use by a retailer of any technology platform owned and controlled by the retailer.

~~(X)~~ ~~DIRECTOR~~ - ~~The director of the California Department of Consumer Affairs~~ (V)  
DEPARTMENT OF CANNABIS CONTROL (DCC) - The lead State agency or successor agency  
responsible for regulating and licensing commercial medicinal and adult use cannabis in  
California, which is also responsible for licensing retailers, cultivators, distributors, testing  
laboratories, microbusinesses, and temporary cannabis events.

~~(Y)~~ (W) DISTRIBUTION - The procurement, sale, and transport of cannabis and cannabis products between licensees.

~~(Z)~~ (X) DISTRIBUTOR - A ~~person~~ Person holding a valid commercial cannabis business permit for distribution issued by the City of Oxnard, and, a valid State license for distribution, required by State law to engage in the business of purchasing cannabis from a licensed cultivator, or cannabis products from a license manufacturer, for sale to a licensed retailer.

~~(A)~~ (Y) DRIED FLOWER - All dead cannabis that has been harvested, dried, cured, or otherwise processed, excluding leaves and stems.

~~(B)~~ (Z) EDIBLE CANNABIS PRODUCT - Cannabis product that is intended to be used, orally, in whole or in part, for human consumption, ~~including, but not limited to, chewing gum, but excluding products set forth in Cal. Food and Agricultural Code, Division 15 (commencing with Section 32501). An EDIBLE CANNABIS PRODUCT is not considered food, as defined by Cal. Health and Safety Code, Section 109935, or a drug, as defined by Cal Health and Safety Code, Section 109925. For purposes, "edible cannabis product" includes cannabis products that dissolve or disintegrate in the mouth, but does not include any product otherwise defined as "cannabis concentrate."~~

~~(C)~~ (A) FUND - The Cannabis Control Fund established pursuant to Cal. Bus. and Prof. Code, Section 26210.

~~(D)~~ (B) GREENHOUSE - A fully enclosed permanent structure that is clad in transparent material with climate control, such as heating and ventilation capabilities and supplemental artificial lighting, and that uses a combination of natural and supplemental lighting for cultivation.

(C) INDOOR CULTIVATION - The cultivation of cannabis within a permanent structure using exclusively artificial light.

~~(E)~~ (D) KIND - Applicable type or designation regarding a particular cannabis variant or cannabis product type, including, but not limited to, strain name or other grower trademark, or growing area designation.

~~(F)~~ (E) LABELING - Any label or other written, printed, or graphic matter upon a cannabis product, upon its container.

~~(G)~~ (F) LICENSE - A State license issued by the State and includes both an A-license and an M-license, as well as a testing laboratory license.

~~(H)~~ (G) LICENSEE - Any person holding a license under this article, regardless of whether the license held is an A-license or an M-license, and includes the holder of a testing laboratory license.

(~~HH~~) LICENSING AUTHORITY - The City of Oxnard and/or State agency responsible for the issuance, renewal, or reinstatement of the license, or the City of Oxnard and/or State agency authorized to take disciplinary action against the licensee.

(~~HI~~) LIMITED-ACCESS AREA - An area in which cannabis is stored or held and is only accessible to a licensee or permittee and authorized personnel.

(~~KK~~) LIVE PLANTS - Living cannabis flowers and plants, including seeds, immature plants, and vegetative stage plants.

(~~LL~~) LOCAL JURISDICTION - A city, county or city and county.

(~~MM~~) LOCAL EQUITY APPLICANT - Applicant with at least 40% local ownership. ~~To remain a local equity applicant, a minimum of 40% local ownership must be maintained in the aggregate. Ownership shall not fall below 40% at any time and for the entire period~~ life of time in which a local equity applicant has a the commercial cannabis business permit issued by the city. If an applicant does not obtain a commercial cannabis business permit based upon the local equity status, then that applicant shall not be deemed a local equity applicant.

(~~NN~~) LOCAL OWNERSHIP - Ownership interest(s) held by one or more natural persons who are a resident within the city's corporate boundaries as of the date the application is submitted and who maintain local residency at all times while their ownership interest(s) are used for qualifying as a local equity applicant for one or more commercial cannabis business permits. A minimum of 40% of cannabis ownership (in the aggregate) is required to be composed of residents of the City of Oxnard for the duration of the commercial cannabis business permit issued to the Local Equity Applicant. Factors used to determine local residency shall include (as applicable) but are not limited to the following: ownership or rental of dwelling unit within the city's corporate boundaries that is the primary residence; California driver's license with a residential address within the city's corporate boundaries that is the primary residence; voter registration at a residential address within the city's corporate boundaries that is the primary residence; residential address within the city's corporate boundaries used for filing State and federal income tax returns that is the primary residence; and the natural person does not have a homestead exemption in any jurisdiction other than within the city's corporate boundaries. ~~LOCAL OWNERSHIP~~ Local ownership is subject to ongoing verification under penalty of perjury. Failure to maintain a minimum of 40% local ownership is grounds for revocation of the commercial cannabis business permit.

(~~OO~~) LOT - A batch or a specifically identified portion of a batch.

(~~PP~~) M-LICENSE - A State license issued by the State for commercial cannabis activity involving medicinal cannabis.

(~~QQ~~) M-LICENSEE - Any ~~person~~ Person holding a license by the State for commercial cannabis activity involving medicinal cannabis.

(~~RR~~) MANUFACTURE - To compound, blend, extract, infuse, or otherwise make or prepare a cannabis product.

(~~SS~~) MANUFACTURED CANNABIS - Raw cannabis that has undergone a process whereby the raw agricultural product has been transformed into a concentrate, extraction or other manufactured product intended for internal consumption through inhalation or

oral ingestion or for topical application.

~~(TTSS)~~ MANUFACTURER - A licensee that conducts the production, preparation, propagation, or compounding of cannabis or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages cannabis or cannabis products or labels or container.

~~(UUTT)~~ MANUFACTURING SITE - A location that produces, prepares, propagates, or compounds cannabis or cannabis products, directly or indirectly, by extraction methods, independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis, and is owned and operated by a person issued a valid commercial cannabis business permit for manufacturing from the City of Oxnard and, a valid State license as required for manufacturing of cannabis products.

~~(VVUU)~~ MEDICINAL CANNABIS or MEDICINAL CANNABIS PRODUCT - Cannabis or a cannabis product, respectively, intended to be sold for use pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at Cal. Health and Safety Code, Section 11362.5, by a medicinal cannabis patient in California ~~who possesses a physician's recommendation.~~

(VV) MIXED-LIGHT CULTIVATION - The cultivation of cannabis in a greenhouse, glasshouse, conservatory, hothouse, or other similar structure using light deprivation and/or one of the artificial lighting models, excluding hoop structures.

(WW) NONVOLATILE SOLVENT - Any solvent used in the extraction process that is not a volatile solvent. For purposes of this article, a nonvolatile solvent includes carbon dioxide (CO2) used for extraction and ethanol used for extraction or post-extraction processing.

(XX) NURSERY - A licensee that produces only clones, immature plants, seeds, and other agricultural products used specifically, for the propagation and cultivation of cannabis.

(YY) OPERATION - Any act for which a license is required under the provisions of this article, or any commercial transfer of cannabis or cannabis products.

~~(ZZ)~~(ZZ) OUTDOOR CULTIVATION - The cultivation of cannabis, outside of a structure, without the use of artificial lighting in the canopy area at any point in time. Cultivation within a hoop structure is considered outdoor cultivation.

(AAA) OWNER - Any of the following:

(1) ~~A person~~An individual with an ~~aggregate~~ ownership interest ~~of 20% or more~~ in the ~~person applying for a license,~~Person with the commercial cannabis business permit or a licensee, unless the interest is solely a security, lien, or encumbrance.

(2) The manager of a nonprofit or other entity.

(3) A member of the board of directors~~of a nonprofit.~~

(4) An individual who will be participating in the direction, control, or management of the business ~~applying for a license,~~ or who has a financial interest in the business other than a fixed lease of real property.

~~(AAABBB)~~ PACKAGE - Any container or receptacle used for holding cannabis or cannabis

products.

(~~BBB~~CCC) PATIENT or QUALIFIED PATIENT - The same definition as Cal. Health and Safety Code, Sections 11362.7 et seq., as it may be amended, and which means a person who is entitled to the protections of Cal. Health and Safety Code, Section 11362.5.10.

(~~CCC~~DDD) PERSON - Includes any individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business, business trust, receiver, syndicate, or any other group or combination acting as a unit, and the plural as well as the singular.

(~~DDD~~EEE) PERSON WITH AN IDENTIFICATION CARD - The meaning given that term by Cal. Health and Safety Code, Section 11362.7.

~~(EEE) PHYSICIAN'S RECOMMENDATION - A recommendation by a physician that a patient use cannabis provided in accordance with the Compassionate Use Act of 1996 (Proposition 215), found at Cal. Health and Safety Code, Section 11362.5.~~

(FFF) PREMISES - The designated structure or structures and land specified in the application that is owned, leased, or otherwise held under the control of the applicant or licensee where the commercial cannabis activity will be or is conducted. The premises shall be a contiguous area and shall only be occupied by one licensee unless the operator is granted a M-license and an A-license for the same type of activity and such operation is lawful under ~~state~~State and local laws, rules and regulations.

(GGG) PROCESSING - A cultivation site that conducts only trimming, drying, curing, grading, packaging, or labeling of cannabis and ~~nonmanufactured~~non manufactured cannabis products.

(HHH) PURCHASER - The customer who is engaged in a transaction with a licensee for purposes of obtaining cannabis or cannabis products.

(III) RETAILER - A commercial cannabis business facility where cannabis, cannabis products, or devices for the use of cannabis or cannabis products are offered, ~~either individually or in any combination,~~ for retail sale, ~~including by~~ an establishment (whether fixed or mobile) that delivers, pursuant to express authorization, cannabis and cannabis products as part of a retail sale, and where the operator who holds both a valid commercial cannabis business permit from the City of Oxnard ~~authorizing the operation of a retailer,~~ and a valid State license as required by State law to operate as a retailer.

(JJJ) SELL, SALE, and TO SELL - Include any transaction whereby, for any consideration, title to cannabis or cannabis products are transferred from one ~~person~~Person to another, and includes the delivery of cannabis or cannabis products pursuant to an order placed for the purchase of the same and soliciting or receiving an order for the same, but does not include the return of cannabis or cannabis products by a licensee to the licensee from whom the cannabis or cannabis product was purchased.

(KKK) STATE LICENSE - A permit or license issued by the State of California, or one of its departments or divisions, under MAUCRSA and any subsequent State of California legislation regarding the same to engage in commercial cannabis activity.

(LLL) TESTING LABORATORY - A laboratory, facility, or entity in the State that offers or performs tests of cannabis or cannabis products and that is both of the following:

(1) Accredited by an accrediting body that is independent from all other persons



involved in commercial cannabis activity in the State.

(2) Licensed by the State of California.

(MMM) TOPICAL CANNABIS - A product intended for external application and/or absorption through the skin. A topical cannabis product is not considered a drug as defined by Cal. Health and Safety Code, Section 109925.

(NNN) TRANSPORT - The transfer of cannabis products from the permitted business location of one licensee to the permitted business location of another licensee, for the purposes of conducting commercial cannabis activity authorized by MAUCRSA which may be amended or repealed by any subsequent State of California legislation regarding the same.

(OOO) UNIQUE IDENTIFIER - An alphanumeric code or designation used for reference to a specific plant on a licensed premises and any cannabis or cannabis product derived or manufactured from that plant.

(PPP) VOLATILE SOLVENT - Any solvent that is or produces a flammable gas or vapor that, when present in the air in sufficient quantities, will create explosive or ignitable mixtures. Examples of VOLATILE SOLVENTS include, but are not limited to, butane, hexane, and propane.

(QQQ) YOUTH CENTER - Any public or private facility that is primarily used to host recreation or social activities for minors, including, but not limited to, private youth membership organizations or clubs, social service teenage club facilities, video arcades where ten or more video games or game machines or devices are operated, and where minors are legally permitted to conduct business, or similar amusement park facilities. It shall also include a park, playground or recreational area specifically designed to be used by children which has play equipment installed, including public grounds designed for athletic activities such as baseball, softball, soccer, or basketball or any similar facility located on a public or private school grounds, or on city, county or ~~state~~[State](#) parks. This definition shall not include any private martial arts, yoga, ballet, music, art studio or similar studio of this nature nor shall it include any private gym, athletic training facility, pizza parlor, dentist office, doctor's office primarily serving children or a location which is primarily utilized as an administrative office or facility for youth programs or organizations.

#### SEC. 11-455. CANNABIS EMPLOYEE PERMIT REQUIRED.

~~A request for a cannabis employee permit will only be initiated after securing a favorable recommendation for a commercial cannabis business permit. If an owner has employees at the time of submittal of the commercial cannabis business permit application, a request for a cannabis employee permit can be initiated in advance of issuance of a discretionary land use permit.~~

(A) Any person who is an employee or who otherwise works within a commercial cannabis business must be legally authorized to do so under applicable State law.

(B) Any person who is an employee or who otherwise works ~~within~~ [manages or is an Owner of](#) a commercial cannabis business must obtain a commercial cannabis employee work permit from the city ~~prior to performing any work at any commercial cannabis business.~~



(C) Applications for a commercial cannabis employee work permit shall be developed, made available, and processed by the city manager or his or her designee(s), and shall include, but not be limited to, the following information:

- (1) Name, address, and phone number of the applicant;
- (2) Age and verification of applicant. A copy of a birth certificate, driver's license, government issued identification card, passport or other proof that the applicant is at least 21 years of age must be submitted with the application;
- (3) Name, address of the commercial cannabis business ~~where the person will be employed,~~ and the name of the primary manager of that business;
- (4) A list of any crimes enumerated in Cal. Bus. and Prof. Code, Section 26057(b)(4) for which the applicant or employee has been convicted;
- ~~(5) Name, address, and contact person for any previous employers from which the applicant was fired, resigned, or asked to leave and the reasons for such dismissal or firing;~~
- ~~(6)~~ The application shall be accompanied by fingerprints and a recent photograph of the applicant in a form and manner as required by the city manager or his or her designee(s);
- ~~(7)~~ A signed statement under penalty of perjury that the information provided is true and correct;
- ~~(8)~~ If applicable, verification that the applicant is a qualified patient or primary caregiver;
- ~~(9)~~ A fee paid in an amount set by resolution of the city council in an amount necessary to cover the costs of administering the employee work permit programs. The fee is non-refundable and shall not be returned in the event the work permit is denied or revoked.

(D) (1) The applicable city department head or his or her designee(s) shall review the application for completeness, shall conduct a background check to determine whether the applicant was convicted of a crime or left a previous employer for reasons that show the applicant:

- (a) Has been convicted of a crime involving dishonesty, fraud or deceit, including but not limited to fraud, forgery, theft, or embezzlement as those offenses are defined in Cal. Penal Code, Sections 186.11, 470, 484, and 504a; or
- (b) Has committed a felony or misdemeanor involving fraud, deceit, embezzlement; or
- (c) Was convicted of a violent felony, a crime of moral turpitude; or
- (d) The illegal use, possession, transportation, distribution or similar activities related to controlled substances, as defined in the Federal Controlled Substances Act, except for cannabis related offenses for which the conviction occurred after the passage of the Compassionate Use Act of 1996.

(2) Discovery of these facts showing that the applicant is dishonest or has been convicted of the requisite crimes are grounds for denial of the permit. Where the applicant's sentence (including any term of probation, incarceration, or supervised release) for possession of,

possession for sale, sale, manufacture, transportation, or cultivation of a controlled substance is completed, such underlying conviction shall not be the sole ground for denial of a commercial cannabis work permit. Furthermore, an applicant shall not be denied a permit if the denial is based solely on any of the following: (i) a conviction for any crime listed in subsection (D)(1)(d) above for which the applicant has obtained a certificate of rehabilitation pursuant to Cal. Penal Code, Chapter 3.5 (commencing with Section 4852.01) of Title 6 of Part 3, or (ii) a conviction that was subsequently dismissed pursuant to Cal. Penal Code, Sections 1203.4, 1203.4a, or 1203.41 or any other provision of State law allowing for dismissal of a conviction.

(E) The applicable department head or his or her designee(s) shall issue the commercial cannabis employee permit or a written denial to the applicant within 30 days of the date the application was deemed complete. In the event the cannabis employee work permit cannot be issued within this time period, then the city manager or his or her designee(s) may issue a temporary work permit for an employee upon completing a preliminary background check and if the business can demonstrate to the city manager or his or her designee(s) that the employee is necessary for the operation of the business. The temporary permit may be immediately revoked by the city manager or his or her designee(s) upon determination that the applicant has failed the background check or upon the issuance of the permanent work permit.

(F) An employee work permit shall be valid for a ~~12~~<sup>36</sup>-month period and must be renewed ~~on an annual basis~~<sup>every three years</sup>. Renewal applications shall contain all the information required in subsection (C) above including the payment of a renewal application fee in an amount to be set by resolution of the city council.

(G) In the event a person changes employment from one commercial cannabis business in the city to another, the work permit holder shall notify the applicable department head or his or her designee(s) in writing of the change within ten days, or the work permit shall be suspended or revoked, and such person shall not be permitted to work at any commercial cannabis business in the city.

(H) The city may immediately revoke the commercial cannabis employee permit should the permit holder be convicted of a crime listed in subsection (D) above or if facts become known to the city that the permit holder has engaged in activities showing that he or she has been convicted of a crime involving dishonesty.

(I) The city manager or his or her designee(s) is hereby authorized to promulgate all regulations necessary to implement the work permit process and requirements.

(J) The applicant may appeal the denial or revocation of a commercial cannabis employee permit by filing a notice of appeal with the city clerk within ten days of the date the applicant received the notice of denial. The city manager or his or her designee shall hear such appeal and his or her decision shall be final and not subject to further appeals.

(K) The applicable city department head or his or her designee(s) shall issue a permit in the form of a personal identification card that can be worn in a prominent and visible location. The identification card shall be maintained in good and readable condition at all times.

#### SEC. 11-456. MAXIMUM NUMBER AND TYPE OF AUTHORIZED COMMERCIAL CANNABIS BUSINESSES PERMITTED.

(A) The number of each type of commercial cannabis business that shall be permitted to operate in the city at any one time shall be as follows:

(1) Cannabis manufacturing - Maximum of eight [\(8\)](#) at any one time, with up to three permits issued to local equity applicants.

(2) Cannabis testing lab - Maximum of one [\(1\)](#) at any one time.

(3) Cannabis distributor - Maximum of three [\(3\)](#) at any one time, with up to three permits issued to local equity applicants.

(4) Cannabis retail - Maximum of [sixteen \(16\)](#) at any one time, with up to three permits issued to local equity applicants.

[\(5\) Cannabis cultivation - Maximum of five \(5\) at any one time.](#)

(B) This section is only intended to create a maximum number of commercial cannabis businesses that may be issued permits to operate in the city under each category. Nothing in this article creates a mandate that the city council must issue any or all of the commercial cannabis business permits.

(C) Each year following the city manager's initial award of commercial cannabis business permits, if any, or at any time at the city council's discretion, the city council may reassess the number of commercial cannabis business permits which are authorized for issuance. The city council at its discretion, may determine that the number of commercial cannabis business permits should remain the same, or be expanded.

#### SEC. 11-457. COMMERCIAL CANNABIS BUSINESS PERMIT; APPLICATION PROCEDURE.

(A) The city manager or his or her designee shall adopt the procedures to govern the application process, and the manner in which the decision will ultimately be made regarding the issuance of any commercial cannabis business permit(s), which shall include or require the city manager to provide detailed objective review criteria to be evaluated on a point system or equivalent quantitative evaluation scale tied to each set of review criteria ("review criteria"). The city manager or his or her designee(s) shall be authorized to prepare the necessary forms, adopt any necessary rules to the application, regulations and processes, solicit applications, and conduct initial evaluations of the applicants.

(B) At the time of filing, each applicant shall pay an application fee established by resolution of the city council, to cover all costs incurred by the city in the application process.

(C) After the initial review, ranking, and scoring under the review criteria, the city manager or his or her designee(s) will make a final determination in accordance with this section and shall either deny or approve the final candidates and shall select the top candidates in each category of the commercial cannabis businesses. Notwithstanding anything in this article to the contrary, the city manager's decision as to the selection of the prevailing candidates shall be final and shall not be subject to appeal.

(D) Official issuance of the commercial cannabis business permit(s) is conditioned upon the prevailing candidate(s) obtaining all required land use approvals [and completing to the city's satisfaction all conditions of approval required for the site to be issued a certificate of](#)

occupancy and commercial cannabis business business permit. Following the city manager's selection of the ~~person~~Person who shall be issued a commercial cannabis business permit, the prevailing candidate(s) shall apply to the city's community development department to obtain required land use approvals or entitlements ~~for~~ the pursuant to Section 16-163. A special use permit (SUP) or a development design review (DDR) permit shall be required prior to the issuance of building permits. The SUP and DDR shall expire one year after issuance if the applicant has not diligently pursued obtaining the necessary building permits and complying with the conditions of approval needed for the business to open at the approved location. The permittee's location and use approvals shall include compliance with all applicable provisions of the California Environmental Quality Act. The community development director shall formally issue the commercial cannabis business permit(s) once the community development director or his or her designee(s) affirms that all of the required land use approvals have been obtained and all required conditions of approval have been complied with.

(E) Issuance of a commercial cannabis business permit does not create a land use entitlement. The commercial cannabis business permit shall only be for a term of 12 months and shall expire at the end of the 12- month period unless it is renewed as provided herein. Furthermore, no permittee may begin operations, notwithstanding the issuance of a commercial cannabis business permit, unless all of the State and local laws and regulations, including but not limited to the requirements of this article and of the permit, have been complied with.

(F) Notwithstanding anything in this article to the contrary, the city manager reserves the right to reject any or all applications if the city manager determines it would be in the best interest of the city, taking into account any health, safety and welfare impacts on the community. Applicants shall have no right to a commercial cannabis business permit until a permit is actually issued, and then only for the duration of the permit's term. Each applicant assumes the risk that, at any time prior to the issuance of a permit, the city council may terminate or delay the program created under this article.

(G) If an application is denied, a new application may not be filed for one year from the date of the denial.

(H) Each ~~person~~Person granted a commercial cannabis business permit shall be required to pay the permit fee established by resolution of the city council, to cover the costs of administering the commercial cannabis business permit program created in this article.

(I) Preservation of rights. The city reserves the right to reject any or all applications. Prior to permit issuance by the city council, the city may also modify, postpone, or cancel any request for applications, or the entire program under this article, at any time without liability, obligation, or commitment to any party, firm, or organization, to the extent permitted under State law. Persons submitting applications assume the risk that all or any part of the program, or any particular category of permit potentially authorized under this article, may be ~~cancelled~~canceled at any time prior to permit issuance. The city further reserves the right to request and obtain additional information from any candidate submitting an application. In addition to possible rejection for failure to comply with other requirements in this article, an applicant also risks being rejected for any of the following reasons:

(1) Proposal received after designated time and date.

(2) Proposal not containing the required elements, exhibits, nor organized in the required format.

(3) Proposal considered not fully responsive to the request for permit application.

#### SEC. 11-458. PERSONS PROHIBITED FROM HOLDING A LICENSE OR EMPLOYEE WORK PERMIT.

Any person who has been issued any of the following actions or notices for non-compliance, shall be prohibited from holding a commercial cannabis business permit in the city, with such actions or notices also grounds for denial of a commercial cannabis business permit:

(A) The applicant has been denied a license or has had a license suspended or revoked by any city, county, city and county or any other State cannabis licensing authority;

(B) The applicant was notified that they were conducting commercial cannabis activity in non-compliance with this chapter 11 or other City of Oxnard ordinances, codes or requirements in which they failed to discontinue operating in a timely manner;

(C) Evidence that the applicant was in non-compliance of properly paying federal, State or local taxes and/or fees when notified by the appropriate agencies;

(D) The applicant was conducting commercial cannabis activity in the city in violation of local and State law.

#### SEC. 11-459. EXPIRATION OF COMMERCIAL CANNABIS BUSINESS PERMITS.

Each commercial cannabis business permit issued pursuant to this article shall expire 12 months after the date of its issuance. Commercial cannabis business permits may be renewed as provided in section 11-461.

#### SEC. 11-460. REVOCATION OF PERMITS.

Commercial cannabis business permits may be revoked for any violation of any law and/or any rule, regulation and/or standard adopted pursuant to any policy, procedure or regulation in this article.

#### SEC. 11-461. RENEWAL ~~APPLICATIONS~~ OF COMMERCIAL CANNABIS BUSINESS PERMITS.

(A) An application for renewal of a commercial cannabis business permit shall be filed at least 60 calendar days prior to the expiration date of the current permit.

(B) The renewal application shall contain ~~all the~~ the current owner and employee information, copy of the owner's State license, the city business tax certificate, and such other information as required ~~for new applications by the city.~~

(C) The applicant shall pay a regulatory compliance fee in an amount ~~to be set by the city council to cover the costs of processing the renewal permit application, together with any~~

~~costs~~resolution. The regulatory compliance fee shall not exceed the reasonable cost incurred by the city to administer the program created ~~under~~by this article. The applicant shall pay this annual fee, at the time of renewal, on a yearly basis.

(D) An application for renewal of a commercial cannabis business permit may be rejected if any of the following exists:

(1) The application is filed less than 60 days before its expiration.

(2) The commercial cannabis business permit is suspended or revoked at the time of the application.

(3) The commercial cannabis business has not been in regular and continuous operation in the four months prior to the renewal application.

(4) The commercial cannabis business has failed to conform to the requirements of this article, or of any regulations adopted pursuant to this article.

(5) The permittee fails or is unable to renew its State of California license.

(6) If the city or State has determined, based on substantial evidence, that the permittee or applicant is in violation of the requirements of this article, of the city ordinance, or of the State rules and regulations, and the city or State has determined that the violation is grounds for termination or revocation of the commercial cannabis business permit.

(E) The city manager or his or her designee(s) is authorized to make all decisions concerning the issuance of a renewal permit. In making the decision, the city manager or his or her designee(s) is authorized to impose additional conditions to a renewal permit, if it is determined to be necessary to ensure compliance with State or local laws and regulations or to preserve the public health, safety or welfare. Appeals from the decision of the city manager or his or her designee(s) shall be handled pursuant to ~~sections~~Sections 11-464 to 11-465.

(F) If a renewal application is rejected, a ~~person~~Person may file a new application pursuant to this article no sooner than one year from the date of the rejection.

#### SEC. 11-462. EFFECT OF STATE LICENSE SUSPENSION, REVOCATION, OR TERMINATION.

Suspension of a license issued by the State, or by any of its departments or divisions, shall immediately suspend the ability of a commercial cannabis business to operate within the city, until the State, or its respective department or division, reinstates or reissues the State license. Should the State, or any of its departments or divisions, revoke or terminate the license of a commercial cannabis business, such revocation or termination shall also revoke or terminate the ability of a commercial cannabis business to operate within the City of Oxnard.

#### SEC. 11-463. APPEALS.

Unless specifically provided elsewhere to the contrary, whenever an appeal is specifically provided for in this article, the appeal shall be conducted as prescribed in this article.



SEC. 11-464. ~~WRITTEN REQUEST FOR~~ APPEAL OF DECISION OF CITY MANAGER OR PLANNING COMMISSION.

(A) Within ten calendar days after the date of a decision of the city manager or his or her designee(s) to revoke, or suspend, or to add conditions to a permit, an aggrieved party may appeal such action by filing a written appeal with the city clerk setting forth the reasons why the decision was not proper.

(B) Within ~~ten~~eighteen calendar days after the date of a decision of the planning commission to approve a special use permit pursuant to this article, an aggrieved party may appeal such action by filing a written appeal with the city clerk setting forth the reasons why the decision was not proper.

(C) At the time of filing, the appellant shall pay the designated appeal fee in an amount, established by resolution of the city council.

(D) Appeals shall be conducted in accordance with Section 16-465.

SEC. 11-465. APPEAL HEARING.

(A) Upon receipt of the written appeal pursuant to ~~section~~Section 11-464, the city clerk shall set the matter for a hearing before the city council. The city council shall hear the matter de novo and shall conduct the hearing pursuant to the procedures set forth by the city.

(B) The appeal shall be held within a reasonable time after the filing the appeal, but in no event later than 90 days from the date of such filing. The city shall notify the appellant of the time and location at least ten days prior to the date of the hearing.

(C) At the hearing, the appellant may present any information they deem relevant to the decision appealed. The formal rules of evidence and procedure applicable in a court of law shall not apply to the hearing. The decision of the city council shall be final.

SEC. 11-466. APPEAL ~~FROM~~OF DECISION OF COMMUNITY DEVELOPMENT DIRECTOR.

(A) Within ten calendar days after the date of a decision of the community developer director pursuant to this article, an aggrieved party may appeal such action by filing a written appeal with the city clerk setting forth the reasons why the decision was not proper. At the time of filing, the appellant shall pay the designated appeal fee, established by resolution of the city council.

(B) Upon receipt of the written appeal pursuant to subsection (A), the city clerk shall set the matter for a hearing before the planning commission. The planning commission shall hear the matter de novo and shall conduct the hearing pursuant to the procedures set forth by the city. The appeal shall be held within a reasonable time after filing the appeal, but in no event later than 90 days from the date of such filing. The city shall notify the appellant of the time and location at least ten days prior to the date of the hearing.



(C) At the hearing, the appellant may present any information they deem relevant to the decision appealed. The formal rules of evidence and procedure applicable in a court of law shall not apply to the hearing. The decision of the planning commission shall be final.

#### SEC. 11-467. CHANGE IN LOCATION; UPDATED REGISTRATION FORM.

Any time the location of a commercial cannabis business or retailer specified in the regulatory permit is proposed to be changed, the applicant shall be required to first secure a new commercial cannabis business permit, and discretionary land use permit for the new location before moving to that location, with such approvals subject to terminating the commercial cannabis business permit at the existing location so there is no net increase in the number of cannabis business permits issued within the city. The process and the fees shall be the same as for a new facility and in accordance with the regulations specified in this article. No proposed change in location shall be considered until such time as the original location has first been opened for business for a minimum of one year consistent with the requirement of the city's regulations.

#### SEC. 11-468. TRANSFER OF CANNABIS BUSINESS PERMIT.

(A) The holder of a cannabis business permit shall not transfer ownership or control of the permit to another person unless and until the transferee obtains an amendment to the permit from the city manager or his or her designee stating that the transferee is now the permittee. Such an amendment may be obtained only if the transferee files an application with the city manager or his or her designee in accordance with all provisions of this article (as though the transferee were applying for an original cannabis business permit) accompanied by a transfer fee in an amount set by resolution of the city council (or if not set, shall be the same amount as the application fee), and the city manager or his or her designee determines, after hearing, in accordance with this section that the transferee passed the background check required for permittees and meets all other requirements of this article. The decision of the city manager is final. For the purposes of this subsection (A) "control" shall be deemed to be the aggregate transfer of 40% or more of the ownership of the permit.

(B) Commercial cannabis business permits issued through the grant of a transfer by the city manager or his or her designee shall be valid for a period of one year beginning on the day the city manager or his or her designee approves the transfer of the permit. Before the transferee's permit expires, the transferee shall apply for a renewal permit in the manner required by this article.

(C) Changes in ownership of a permittee business structure or a substantial change in the ownership of a permittee business entity (i.e., changes that result in a cumulative change of more than ~~51~~40% of the original ownership) must be approved by the city manager or his or her designee through the transfer process contained in subsection (A). Failure to comply with this provision is grounds for permit revocation.

(D) ~~(1)~~ A permittee may change the form of business entity without applying to the city manager or his or her designee for a transfer of permit, provided that ~~either:~~

~~(a) The~~the membership of the new business entity is substantially similar to original permit holder business entity (at least ~~51~~60% of the membership is identical), ~~or~~

~~(b) If the original permittee is an unincorporated association, mutual or public benefit corporation, agricultural or consumer cooperative corporation and subsequently transitions to or forms a new business entity as allowed under the MAUCRSA provided that the board of directors (or in the case of an unincorporated association, the individual(s) listed on the city permit application) of the original permittee entity are the same as the new business entity.~~

~~(2) Although a transfer is not required in these two circumstances, the~~The permit holder ~~is required to~~shall notify the city manager in writing of the change within ten days of the change. Failure to comply with this provision is grounds for permit revocation.

(E) No commercial cannabis business permit may be transferred when the city manager or his or her designee has notified the permittee that the permit has been or may be suspended or revoked.

(F) Any attempt to transfer a commercial cannabis business permit either directly or indirectly in violation of this section is hereby declared void, and such a purported transfer shall be deemed a ground for revocation of the permit.

(G) Notwithstanding any language in this section to the contrary, no transfer of a local equity ownership interest in a business that obtained its commercial cannabis business permit as a local equity applicant shall be allowed if such proposed transfer would reduce the local equity interest in the commercial cannabis business to a level below that required for a local equity applicant.

#### SEC. 11-469. CITY BUSINESS TAX CERTIFICATE.

Prior to commencing operations, a commercial cannabis business shall obtain a City of Oxnard business tax certificate, pursuant to article I.

#### SEC. 11-470. BUILDING PERMITS AND INSPECTION.

Prior to commencing operations, a commercial cannabis business shall be subject to a mandatory building inspection and must obtain all required permits and approvals which would otherwise be required for any business of the same size and intensity operating in that zone. This includes but is not limited to obtaining any required building permit(s), the fire department approvals, health department approvals and other zoning and discretionary land use permit(s) and approvals.

#### SEC. 11-471. CERTIFICATION FROM THE COMMUNITY DEVELOPMENT DIRECTOR.

Prior to submittal of a commercial cannabis business permit ~~application, a certification,~~the applicant shall obtain a zoning clearance (ZC) and zoning verification letter (ZVL) from the community development director or his or her designee(s) certifying that the business is located on a site that meets all of the requirements of chapter 16 and this article ~~shall be obtained~~. A fee shall be established by city council resolution for submittal and processing

of this certification.

#### SEC. 11-472. RIGHT TO OCCUPY AND TO USE PROPERTY.

(A) As a condition precedent to the city's issuance of a commercial cannabis business permit pursuant to this article, any ~~person~~[Person](#) intending to open and to operate a commercial cannabis business shall provide sufficient evidence of the legal right to occupy and to use the proposed location. In the event the proposed location will be leased from the property owner, the applicant shall be required to provide a signed and notarized statement from the owner of the property acknowledging that the property owner has read this article and consents to the operation of the commercial cannabis business on the owner's property.

(B) The lease, sublease or other agreement to occupy the property must be at fair market value and not have any terms or conditions for the permittee to pay the property owner, commercial broker, or any third party a percentage of gross receipts, royalties, equity, or other unreasonable compensation as determined by the city. In addition, all leases, subleases, or other agreements must be based on a monthly rate.

#### SEC. 11-473. LOCATION AND DESIGN OF CANNABIS BUSINESSES.

Specific types of commercial cannabis businesses are subject to the following zoning and locational requirements:

(A) All cannabis manufacturing, testing, and distribution businesses have been conceptually identified on land use maps, with actual siting subject to land use siting criteria and buffer requirements stipulated in this article. Manufacturing, testing, and distribution facilities are conceptually permitted ~~on property must be located~~ on property zoned limited manufacturing (ML), light manufacturing (M1), heavy industrial (M2), and business and research park (BRP), as well as auto sales and service, business park, and commercial manufacturing zones within the Rose Santa Clara Corridor Specific Plan. Manufacturing, testing, and/or distribution facilities may also be located in the following specific plan areas subject to relevant specific plan requirements: Northeast Community Specific Plan, Sakioka Farms, Camino Real Business Park, McInnes Ranch Business Park Specific Plan, and Northfield Seagate Business Park Specific Plan.

[\(B\) Cultivation is conceptually permitted on property zoned limited manufacturing \(ML\), light manufacturing \(M1\), heavy industrial \(M2\), and business and research park \(BRP\). Cultivation may also be located in the following areas subject to relevant specific plan requirements: Sakioka Farms Business Park Specific Plan; McInnes Ranch Business Park Specific Plan; Arcturus Ave.; Northfield & Seagate Business Park Specific Plan; Channel Island Business Center; and Statham Business Park.](#)

~~(B)~~[\(C\)](#) All cannabis retail dispensary businesses have been conceptually identified on land use maps, with actual siting subject to land use siting criteria and buffer requirements as stipulated in this subsection ~~(B)~~[\(C\)](#). Retailers are conceptually permitted in property zoned neighborhood shopping center (C-1), neighborhood shopping center planned development (C-1-PD), general commercial (C-2), general commercial planned development (C-2-PD), coastal neighborhood commercial (CNC), and commercial planned development (CPD),

business park, retail commercial, and commercial manufacturing zones within the Rose Santa Clara Corridor Specific Plan. Retail dispensaries may also be located in the following specific plan areas subject to relevant specific plan requirements: RiverPark - commercial office, commercial convention, and commercial regional, Sakioka Farms, and Camino Real Business Park.

(~~C~~D) Compliance with any specific plan requirements.

(~~D~~E) The property on which any commercial cannabis business is located must also meet all of the following distance requirements:

(1) It shall be no closer than 600 feet of any of the following:

(a) Any school providing instruction in kindergarten or any grades 1 through 12, whether public, private, or charter, including pre-school, transitional kindergarten, and K-12.

(b) A commercial daycare center licensed by the city or county that is in existence at the time the license is issued, unless the State licensing authority or the city specifies a different radius.

(c) A youth center that is in existence at the time the license is issued, unless the State licensing authority or the city specifies a different radius.

(2) The distance specified in this subsection shall be the horizontal distance measured in a straight line from the property line of the identified use to the closest property line of the lot on which the cannabis use is located without regard to intervening structures.

(~~E~~F) Each proposed commercial cannabis business use shall:

(1) Conform with the city's general plan, any applicable specific plans, master plans, and design requirements.

(2) Comply with all applicable zoning, and specific plan requirements, and related development standards.

(3) Be constructed in a manner that minimizes odors to surrounding uses, and promotes quality design and construction, and consistency with the surrounding properties.

(4) Be adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping and all items required for the development.

(5) Be served by highways adequate in width and improved as necessary to carry the kind and quantity of traffic such use will generate.

(6) Be provided with adequate electricity, sewerage, disposal, water, fire protection (sprinkler and alarm; retrofit when determined necessary by the fire marshal) and storm drainage facilities for the intended purpose.

#### SEC. 11-474. LIMITATIONS ON CITY'S LIABILITY.

To the fullest extent permitted by law, the City of Oxnard shall not assume any liability whatsoever with respect to having issued a commercial cannabis business permit pursuant to this article or otherwise approving the operation of any commercial cannabis business.

As a condition to the approval of any commercial cannabis business permit, the applicant shall be required to meet all of the following conditions before they can receive the commercial cannabis business permit:

(A) They must execute an agreement, in a form approved by the city attorney, agreeing to indemnify, defend (at applicant's sole cost and expense), and hold the City of Oxnard and its officers, officials, employees, representatives, and agents harmless, from any and all claims, losses, damages, injuries, liabilities or losses which arise out of, or which are in any way related to the city's issuance of the commercial cannabis business permit, the city's decision to approve the operation of the commercial cannabis business or activity, the process used by the city in making its decision, or the alleged violation of any federal, State or local laws by the commercial cannabis business or any of its officers, employees or agents.

(B) Maintain insurance at coverage limits, and with conditions thereon determined necessary and appropriate from time to time by the city manager.

(C) Reimburse the City of Oxnard for all costs and expenses, including but not limited to legal fees and costs and court costs, which the City of Oxnard may be required to pay as a result of any legal challenge related to the city's approval of the applicant's commercial cannabis business permit, or related to the city's approval of a commercial cannabis activity. The City of Oxnard may, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve any of the obligations imposed hereunder.

SEC. 11-475. ~~[RESERVED]~~ CANNABIS DELIVERY FROM OUTSIDE THE CITY.

(A) Cannabis delivery from outside the city is only allowed from state licensed operators who meets the following requirements:

- (1) First obtain an Oxnard Business Tax Certificate;
  - (2) Provide the City with a copy of the State license issued by the Department of Cannabis Control that authorizes such deliveries; and
  - (3) During delivery into the city, the delivery driver from the state licensed operator displays the following information in each delivery vehicle at all times: (a) A copy of a City of Oxnard Business Tax Certificate.
- (b) A copy of a State license issued by the Department of Cannabis Control. (B) Cannabis deliveries from within the city are only allowed from city licensed commercial cannabis retailers.

SEC. 11-476. RECORDS AND RECORDKEEPING.

(A) Each owner and operator of a commercial cannabis business shall maintain accurate books and records in an electronic format, detailing all of the revenues and expenses of the business, and all of its assets and liabilities. On no less than an annual basis (at or before the time of the renewal of a commercial cannabis business permit issued pursuant to this article), or at any time upon reasonable request of the city, each commercial cannabis business shall file a sworn statement detailing the number of sales by the commercial cannabis business during the previous 12-month period (or shorter period based upon the timing of the request), provided on a per-month basis. The statement shall also include

gross sales for each month, and all applicable taxes paid or due to be paid. On an annual basis, each owner and operator shall submit to the city a financial audit of the business's operations conducted by an independent certified public accountant. Each permittee shall be subject to a regulatory compliance review and financial audit as determined by the city manager or his or her designee(s).

(B) Each owner and operator of a commercial cannabis business shall maintain a current register of the names and the contact information (including the name, address, and telephone number) of anyone owning or holding an interest in the commercial cannabis business, and separately of all the officers, managers, employees, agents and volunteers currently employed or otherwise engaged by the commercial cannabis business. The register required by this paragraph shall be provided to the city manager or his or her designee(s) upon a reasonable request.

(C) All commercial cannabis businesses shall maintain an inventory control and reporting system that accurately documents the present location, amounts, and descriptions of all cannabis and cannabis products for all stages of the growing and production or manufacturing, laboratory testing and distribution processes until purchase as set forth MAUCRSA.

(D) Each commercial cannabis business shall allow the city to have access to the businesses books, records, accounts, together with any other data or documents relevant to its permitted commercial cannabis activities, for the purpose of conducting an audit or examination. Books, records, accounts, and any and all relevant data or documents will be produced no later than 24 hours after receipt of the city's request, unless otherwise stipulated by the city. The city may require the materials to be submitted in an electronic format that is compatible with the city's software and hardware.

#### SEC. 11-477. OPERATIONAL STANDARDS.

(A) A permitted commercial cannabis business shall implement sufficient security measures to deter and prevent the unauthorized entrance into areas containing cannabis or cannabis products, and to deter and prevent the theft of cannabis or cannabis products at the commercial cannabis business. Except as may otherwise be determined by the city manager or his or her designee(s), these security measures shall include, but shall not be limited to, all of the following and are considered in addition to the best practices identified in the guidelines for issuance of a cannabis business permit and/or conditions imposed as part of the discretionary land use permit approval:

(1) Alarm system (perimeter, fire, and panic buttons).

(2) Remote monitoring of alarm systems by licensed security professionals and first responders (Knox box, etc.).

(3) Perimeter lighting systems (including motion sensors) for after-hours security.

(4) Perimeter security and lighting as approved by the police chief, community development department or his or her designee.

(5) Preventing individuals from remaining on the premises of the commercial cannabis business if they are not engaging in an activity directly related to the permitted operations of the commercial cannabis business.

(6) Establishing limited access areas accessible only to authorized commercial cannabis business personnel.

(7) Plan for cash handling as relevant to manufacturing, testing, and distribution operations.

(8) Except for live growing plants which are being cultivated at a cultivation facility, all cannabis and cannabis products shall be stored in a secured and locked vault or vault equivalent. All safes and vaults shall be compliant with Underwriter Laboratories burglary-resistant and fire-resistant standards. All cannabis and cannabis products, including live plants that are being cultivated, shall be kept in a manner as to prevent diversion, theft, and loss.

(9) Installing 24-hour security surveillance cameras of at least HD-quality to monitor all entrances and exits to and from the premises, all interior spaces within the commercial cannabis business which are open and accessible to the public, all interior spaces where cannabis, cash or currency, is being stored for any period of time on a regular basis and all interior spaces where diversion of cannabis could reasonably occur. All cameras shall record in color. All exterior cameras shall be in weatherproof enclosures, shall be located so as to minimize the possibility of vandalism, and shall have the capability to automatically switch to black and white in low light conditions. The commercial cannabis business shall be responsible for ensuring that the security surveillance camera's footage is remotely accessible by the city manager or his or her designee(s), and that it is compatible with the city's software and hardware. In addition, remote and real-time, live access to the video footage from the cameras shall be provided to the city manager or his or her designee(s). Video recordings shall be maintained for a minimum of 90 days and shall be made available to the city manager or his or her designee(s) upon request. Video shall be of sufficient quality for effective prosecution of any crime found to have occurred on the site of the commercial cannabis business, and shall be capable of enlargement via projection or other means. Internet protocol address information shall be provided to the Oxnard police department by the commercial cannabis business, to facilitate remote monitoring of security cameras by the department or its designee.

(10) Sensors shall be installed to detect entry and exit from all secure areas, and shall be monitored in real time by a security company licensed by the State of California Bureau of Security and Investigative Services.

(11) Panic buttons shall be installed in all commercial cannabis businesses with direct notification to Oxnard police department dispatch, and shall be configured to immediately alert dispatch for the Oxnard police department.

(12) Having a professionally installed, maintained, and monitored real-time alarm system by a security company licensed by the State of California Bureau of Security and Investigative Services.

(13) Any bars installed on the windows or the doors of the commercial cannabis business shall be installed only on the interior of the building.

(14) Security personnel shall monitor premises in accordance with a security plan as authorized by the city manager or his or her designee(s), and must have a verified response security patrol when closed. Security personnel must be licensed by the State of California Bureau of Security and Investigative Services personnel and shall be subject to the prior review and approval of the city manager or his or her designee(s), with such approval not to be unreasonably withheld. Firearms may be carried by security personnel while they are on duty if authorized by the police chief.



(15) Each commercial cannabis business shall have the capability to remain secure during a power outage and shall ensure that all access doors are not solely controlled by an electronic access panel to ensure that locks are not released during a power outage.

(16) Entrance areas are to be locked at all times and under the control of a designated responsible party that is either: (a) an employee of the commercial cannabis business; or (b) a licensed security professional.

(17) Each commercial cannabis business shall have an accounting software system in place to provide point of sale data as well as audit trails or both product and cash, where applicable.

(18) Each commercial cannabis business shall demonstrate to the police chief, city manager or their designees compliance with the State's track and trace system for cannabis and cannabis products, as soon as it is operational.

(19) Each commercial cannabis business shall have state of the art network security protocols in place to protect computer information and all digital data.

(20) Exterior vegetation shall be planted, altered and maintained in a fashion that precludes its use as a hiding place for persons on the premises.

(B) Each commercial cannabis business shall identify a designated security representative/liaison to the City of Oxnard, who shall be reasonably available to meet with the city manager or his or her designee(s) regarding any security related measures and/or operational issues. The designated security representative/liaison shall, on behalf of the commercial cannabis business, annually maintain a copy of the current security plan on the premises of the business, to present to the city manager or his or her designee upon request that meets the following requirements:

(1) Confirms that a designated manager will be on duty during business hours and will be responsible for monitoring the behavior of employees.

(2) Identifies all managers of the commercial cannabis business and their contact phone numbers.

(3) Confirms that first aid supplies and operational fire extinguishers are located in the service areas and the manager's office.

(4) Confirms that burglar, fire, and panic alarms are operational and monitored by a licensed security company 24 hours a day, seven days a week, and provides contact information for each licensed security company.

(5) Identify a sufficient number of licensed, interior and exterior security personnel who will monitor individuals inside and outside the commercial cannabis business, the parking lot, and any adjacent property under the business's control.

(6) Confirm that the licensed security personnel shall regularly monitor the parking lot and any adjacent property to ensure that these area are: (a) free of individuals loitering or causing a disturbance; (b) are cleared of employees and their vehicles one-half hour after closing.

(C) As part of the application and permitting process, each commercial cannabis business shall have a storage and transportation plan, which describes in detail the procedures for safely and securely storing and transporting all cannabis, cannabis

products, and any currency.

(D) The commercial cannabis business shall cooperate with the city whenever the city manager or his or her designee(s) makes a request, without prior notice, to inspect or audit the effectiveness of any security plan or of any other requirement of this article. Prevention fire inspectors shall be allowed access to audit buildings for fire life safety concerns on a yearly basis or as determined necessary per the fire marshal.

(E) A commercial cannabis business shall notify the city manager or his or her designee(s) within 24 hours after discovering any of the following:

(1) Significant discrepancies identified during inventory. The level of significance shall be determined by the regulations promulgated by the city manager or his or her designee(s).

(2) Diversion, theft, loss, or any criminal activity involving the commercial cannabis business or any agent or employee of the commercial cannabis business.

(3) The loss or unauthorized alteration of records related to cannabis, customers or employees or agents of the commercial cannabis business.

(4) Any other breach of security.

(F) Compliance with the foregoing requirements shall be verified by the city manager or his or her designee prior to commencing business operations. The city manager or his or her designee may supplement these security requirements once operations begin, subject to review by the city manager if requested by the business owner.

#### SEC. 11-478. RESTRICTION ON ALCOHOL AND TOBACCO SALES.

(A) No ~~person~~ Person shall cause or permit the sale, dispensing, or consumption of alcoholic beverages on or about the premises of the commercial cannabis business.

(B) No ~~person~~ Person shall cause or permit the sale or tobacco products on or about the premises of the commercial cannabis business.

#### SEC. 11-479. FEES AND CHARGES.

(A) No ~~person~~ Person may commence or continue any commercial cannabis activity in the city without timely paying in full all fees and charges required for the operation of a commercial cannabis activity. Fees and charges associated with the operation of a commercial cannabis activity shall be established by resolution of the city council which may be amended from time to time.

(B) All commercial cannabis businesses authorized to operate under this article shall pay all sales, use, business and other applicable taxes, and all license, registration, and other fees required under federal, State and local law. Each commercial cannabis business shall cooperate with the city with respect to any reasonable request to audit the commercial cannabis business's books and records for the purpose of verifying compliance with this section, including but not limited to a verification of the amount of taxes required to be paid during any period.

(C) Prior to operating in the city and as a condition of issuance of a regulatory permit, the operator of each cannabis facility shall enter into an operational agreement with the

city setting forth the terms and conditions under which the cannabis facility will operate that are in addition to the requirements of this article, including, but not limited to, public outreach and education, community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety and welfare.

#### SEC. 11-480. MISCELLANEOUS OPERATING REQUIREMENTS.

(A) Commercial cannabis businesses may operate only during the hours specified in the commercial cannabis business permit issued by the city and/or as determined within the discretionary land use permit.

(B) Restriction on consumption - Cannabis shall not be consumed by any employee on the premises of any commercial cannabis business.

(C) No cannabis or cannabis products or graphics depicting cannabis or cannabis products shall be visible from the exterior of any property issued a commercial cannabis business permit, or on any of the vehicles owned or used as part of the commercial cannabis business. No outdoor storage of cannabis or cannabis products is permitted at any time.

(D) Reporting and tracking of product and of gross sales - Each commercial cannabis business shall have in place a point-of-sale or management inventory tracking system to track and report on all aspects of the commercial cannabis business including, but not limited to, such matters as cannabis tracking, inventory data, gross sales (by weight and by sale) and other information which may be deemed necessary by the city. The commercial cannabis business shall ensure that such information is compatible with the city's record-keeping systems. In addition, the system must have the capability to produce historical transactional data for review. Furthermore, any system selected must be approved and authorized by the city manager or his or her designee(s) prior to being used by the permittee.

(E) All cannabis and cannabis products sold, distributed or manufactured shall be cultivated, manufactured, and transported by licensed facilities that maintain operations in full conformance with the State and local regulations.

(F) Emergency contact and emergency response plan - Each commercial cannabis business shall provide the city manager or his or her designee(s) with the name, telephone number (both landline and mobile, if available) of an on-site employee or owner to whom emergency notice can be provided at any hour of the day. Each commercial cannabis business must have a fire evacuation plans, and plan to address robberies and other emergencies. Said plan shall be reviewed and approved by the fire and police chiefs or designee.

(G) Signage and notices -

(1) In addition to the requirements otherwise set forth in this section, business identification signage for a commercial cannabis business shall conform to the requirements of the City of Oxnard regulations, including, but not limited to, seeking the issuance of a city sign permit.

(2) No signs placed on the premises of a commercial cannabis business shall obstruct any entrance or exit to the building or any window.

(3) Each entrance to a commercial cannabis business shall be visibly posted with a clear and legible notice indicating that smoking, ingesting, or otherwise consuming cannabis on the premises or in the areas adjacent to the commercial cannabis business is prohibited.

(4) Business identification signage shall be limited to that needed for identification only and shall not contain any logos or information that identifies, advertises, or lists the services or the products offered. No commercial cannabis business shall advertise by having a person holding a sign and advertising the business to passersby, whether such person is on the premises of the commercial cannabis business or elsewhere including, but not limited to, the public right-of-way.

~~(5)~~ (5) Signage ~~shall not~~ may be ~~directly~~ internally illuminated, ~~internally~~ or externally illuminated with directed and shielded downward facing lighting consistent with city regulations and the conditions of approval. All signs shall conform with Section 16-595. Signage shall not feature exposed elements.

~~(6)~~ (6) No banners (with the exception of permitted Grand-Opening Banners), flags, ~~billboards~~ or other prohibited signs may be used at any time.

(H) Minors -

(1) Persons under the age of 21 years shall not be allowed on the premises of a commercial cannabis business and shall not be allowed to serve as a driver for a mobile delivery service. It shall be unlawful and a violation of this article for any ~~person~~ Person to employ any person at a commercial cannabis business who is not at least 21 years of age.

(2) The entrance to the commercial cannabis business shall be clearly and legibly posted with a notice that no person under the age of 21 years of age is permitted to enter upon the premises of the commercial cannabis business, unless otherwise authorized by state law.

(I) Odor control - Odor control devices and techniques shall be incorporated in all commercial cannabis businesses to ensure that odors from cannabis are not detectable off-site. Commercial cannabis businesses shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the commercial cannabis business that is distinctive to its operation is not detected outside of the facility, anywhere on adjacent property or public rights-of-way, on or about the exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for use by common tenants or the visiting public, or within any other unit located inside the same building as the commercial cannabis business. As such, commercial cannabis businesses must install and maintain the following equipment, or any other equipment which the community development director or his or her designee(s) determine is a more effective method or technology:

(1) An exhaust air filtration system with odor control that prevents internal odors from being emitted externally;

(2) An air system that creates negative air pressure between the commercial cannabis businesses interior and exterior, so that the odors generated inside the commercial cannabis business are not detectable on the outside of the commercial cannabis business.

(J) Display of permit and city business tax certificate - The original copy of the commercial cannabis business permit issued by the city pursuant to this article and the city issued

business ~~license~~[tax certificate](#) shall be posted inside the commercial cannabis business in a location readily-visible to the public.

(K) Background check - Pursuant to Cal. Penal Code, Sections 11105(b)(11) and 13300(b)(11), which authorizes city authorities to access state and local summary criminal history information for employment, licensing, or certification purposes; and authorizes access to federal level criminal history information by transmitting fingerprint images and related information to the Department of Justice to be transmitted to the Federal Bureau of Investigation, every person listed as an owner, manager, supervisor, employee, contract employee or who otherwise works in a commercial cannabis business must submit fingerprints and other information deemed necessary by the police chief or his or her designee(s) for a background check by the City of Oxnard police department. Pursuant to Cal. Penal Code, Sections 11105(b)(11) and 13300(b)(11), which requires that there be a requirement or exclusion from employment, licensing or certification based on specific criminal conduct on the part of the subject of the record, no ~~person~~[Person](#) shall be issued a permit to operate a commercial cannabis business or a related work permit unless they have first cleared the background check, as determined by the police chief or his or her designee(s), as required by this section. A fee for the cost of the background investigation, which shall be the actual cost to the City of Oxnard to conduct the background investigation as it deems necessary and appropriate, shall be paid at the time the application for a commercial cannabis business permit is submitted.

(L) Loitering - The owner and/or operator of a commercial cannabis business shall prohibit loitering by persons outside the facility both on the premises and within 50 feet of the premises.

#### SEC. 11-481. OTHER OPERATIONAL REQUIREMENTS.

The city manager or his or her designee may develop other commercial cannabis business operational requirements or regulations as are determined to be necessary to protect the public health, safety and welfare. [Minor changes may occur to the approved conditions of the special use permit \(SUP\) or a development design review \(DDR\) permit pursuant to Section 16-560.](#)

#### SEC. 11-482. OPERATING REQUIREMENTS FOR TESTING ~~LABS~~[LABORATORIES](#).

(A) Testing ~~labs~~[laboratories](#) shall be required to conduct all testing in a manner pursuant to Cal. Bus. and Prof. Code, Section 26100 and shall be subject to State and local law. Each testing laboratory shall be subject to additional regulations as determined from time to time as more regulations are developed under this article and any subsequent State of California legislation regarding the same.

(B) Testing laboratories shall conduct all testing in a manner consistent with general requirements for the competence of testing and calibrations activities, including sampling using verified methods.

(C) All cannabis testing laboratories performing testing shall obtain and maintain ISO/IEC 17025 accreditation as required by the ~~Bureau~~[Department](#) of Cannabis Control.

(D) Testing laboratories shall destroy any harvest batch whose testing sample indicates noncompliance with health and safety standards required by the ~~Bureau~~[Department](#) of

Cannabis Control unless remedial measures can bring the cannabis or cannabis products into compliance with quality standards as specified by law and implemented by the Bureau of Cannabis Control.

(E) Each operator shall ensure that a testing laboratory employee takes the sample of cannabis or cannabis products from the distributor's premises for testing required by State law and that the testing laboratory employee transports the sample to the testing laboratory.

(F) Except as provided by State law, a testing laboratory shall not acquire or receive cannabis or cannabis products except from a licensee in accordance with State law, and shall not distribute, sell, or dispense cannabis, or cannabis products, from the licensed premises from which the cannabis or cannabis products were acquired or received. All transfer or transportation shall be performed pursuant to a specified chain of custody protocol.

(G) A testing laboratory may receive and test samples of cannabis or cannabis products from a qualified patient or primary caregiver only if the qualified patient or primary caregiver presents the qualified patient's valid physician's recommendation for cannabis for medicinal purpose. A testing laboratory shall not certify samples from a qualified patient or primary caregiver for resale or transfer to another party or licensee. All tests performed by a testing laboratory for a qualified patient or primary caregiver shall be recorded with the name of the qualified patient or primary caregiver and the amount of the cannabis or cannabis products received.

(H) Approval of testing laboratories shall be through approval of a development design review (DDR) permit to be issued by the community development director of the City of Oxnard. The appeal of the approval or denial of such permit shall be to the planning commission pursuant to ~~section~~[Section](#) 11-466.

#### SEC. 11-483. OPERATING REQUIREMENTS FOR DISTRIBUTORS.

(A) A distributor shall not store non-cannabis goods or non-cannabis accessories that are to be sold to another party on any licensed premises. Additionally, a distributor shall not distribute non-cannabis goods or non-cannabis accessories at a licensed premises. For the purposes of this section, non-cannabis goods are any goods that do not meet the definition of cannabis goods as defined in Cal. Code of Regulations, Title 16, Section 5000.

(B) After taking physical possession of a cannabis goods batch, the distributor shall contact a testing laboratory and arrange for a laboratory employee to come to the distributor's licensed premises to select a representative sample for laboratory testing.

(C) A distributor shall ensure that all cannabis goods batches are stored separately and distinctly from other cannabis goods batches on the distributor's premises.

(D) The distributor shall ensure that the batch size from which the sample is taken meets the requirements of State law, specifically the testing provisions within the California Code of Regulations.

(E) A distributor or an employee of the distributor shall be physically present to observe the laboratory employee obtain the sample of cannabis goods for testing and shall ensure that the increments are taken from throughout the batch. The sampling shall be video-recorded and the recording kept available to State and local authorities for a

minimum of 180 days, pursuant to Cal. Code of Regulations, Title 16, Section 5305.

(F) A distributor shall not transport cannabis or cannabis products to a licensed retail facility until and unless it has verified that the cannabis or cannabis products have been tested and certified by a testing laboratory as being in compliance with state health and safety requirements pursuant to Cal. Code of Regulations, Sections 5705, 5710 and 5714 of Title 16.

(G) Approving of distributor shall be through the approval of a development design review (DDR) permit to be issued by the community development director of the City of Oxnard. The appeal of the approval or denial of such permit shall be to the planning commission pursuant to [sectionSection 11-466](#).

#### SEC. 11-484. OPERATING REQUIREMENTS FOR CANNABIS MANUFACTURING: EDIBLES AND OTHER CANNABIS PRODUCTS; SALE OR DISTRIBUTION OF EDIBLE AND OTHER CANNABIS PRODUCTS.

(A) Cannabis manufacturing facilities requiring a type-6, type-7, type S, or any subsequent created manufacturing State license (using non-volatile and volatile solvents) as defined in MAUCRSA, may be permitted to operate within those zone districts as defined in the City of Oxnard code.

(B) Any compressed gases used in the manufacturing process shall not be stored on any property within the City of Oxnard in containers that exceeds the amount which is approved by the Oxnard fire department and authorized by the regulatory permit. Each site or parcel subject to a commercial cannabis business permit shall be limited to a total number of compressed gas tanks allowed on the property at any one time, as determined by the Oxnard fire department.

(C) Cannabis manufacturing facilities may use the hydrocarbons N-butane, isobutane, ethanol, propane, or heptane or other solvents or gases exhibiting low to minimal potential human-related toxicity approved by the community development department. These solvents must be of at least 99% purity and any extraction process must use them in a professional grade closed loop extraction system designed to recover the solvents and work in an environment with proper ventilation, controlling all sources of ignition where a flammable atmosphere is or may be present.

(D) If an extraction process uses a professional grade closed loop CO2 gas extraction system every vessel must be certified by the manufacturer for its safe use. The CO2 must be of at least 99% purity.

(E) Closed loop systems for compressed gas extraction systems must be used and must be commercially manufactured and bear a permanently affixed and visible serial number.

(F) Certification from an engineer licensed by the State of California, or from a State certified professional engineer or state certified industrial hygienist from another state, must be provided to the community development department for a professional grade closed loop system used by any commercial cannabis manufacturing manufacturer to certify that the system was commercially manufactured, is safe for its intended use, and was built to codes of recognized and generally accepted good engineering practices, including but not limited to:



(1) The American Society of Mechanical Engineers (ASME);

(2) American National Standards Institute (ANSI);

(3) Underwriters Laboratories (UL); or

(4) The American Society for Testing and Materials (ASTM).

(G) The certification document must contain the signature and stamp of the professional engineer and serial number of the extraction unit being certified.

(H) Professional closed loop systems, other equipment used, the extraction operation, and facilities must be approved for their use by the Oxnard fire department and meet any required fire, safety, and building code requirements specified in the California Building Reference Codes.

(I) Cannabis manufacturing facilities may use heat, screens, presses, steam distillation, ice water, and other methods without employing solvents or gases to create keef, hashish, bubble hash, or infused dairy butter, or oils or fats derived from natural sources, and other extracts.

(J) Cannabis manufacturing facilities may use food grade glycerin, ethanol, and propylene glycol solvents to create or refine extracts. Ethanol should be removed from the extract in a manner to recapture the solvent and ensure that it is not vented into the atmosphere.

(K) Cannabis manufacturing facilities creating cannabis extracts must develop standard operating procedures, good manufacturing practices, and a training plan prior to producing extracts for the marketplace.

(L) Any person using solvents or gases in a closed looped system to create cannabis extracts must be fully trained on how to use the system, have direct access to applicable material safety data sheets and handle and store the solvents and gases safely.

(M) Parts per million for one gram of finished extract cannot exceed state standards for any residual solvent or gas when quality assurance tested.

(N) Approval of manufacturing facilities shall be through approval of a development design review (DDR) permit to be issued by the community development director of the City of Oxnard. The appeal of the approval or denial of such permit shall be to the planning commission pursuant to ~~section~~[Section 11-466](#).

#### SEC. 11-485. OPERATING REQUIREMENTS FOR ~~STORE FRONT~~/RETAIL FACILITIES.

(A) No more than the number of cannabis retailers authorized by ~~section~~[Section 11-456](#) shall operate within the City of Oxnard at any one time.

(B) Approval of retail dispensaries shall be through approval of a special use permit to be issued by the planning commission [pursuant to Section 16-531](#). The appeal of the approval or denial of such special use permit shall be to the city council pursuant to sections 11-464 and 11-465.

(C) Retailers shall verify the age and all necessary documentation of each individual to ensure the customer is not under the age of 18 years. If the potential customer is 18 to 20

years old, retailer shall confirm the customer's possession of a ~~valid doctor's recommendation and~~ state-issued medical ~~marijuana~~cannabis card. Persons 18 to 20 years old who are unable to produce ~~either form of medical~~the necessary documentation cannot purchase cannabis legally and are to be denied admittance to the retail facility. For adult-use purchases, retailers shall verify that all customers are 21 years of age or older for the purchase of cannabis or cannabis products.

(D) Entrances into the retailer shall be locked at all times with entry strictly controlled. A "buzz-in" electronic/mechanical entry system shall be utilized to limit access to and entry to the retail area to separate it from the reception/lobby area. Individuals must show their government-issued identification, ~~and, in the case of or a medical cannabis facilities, their physician's recommendation, or a~~ cannabis card issued pursuant to Cal. Health and Safety Code, Section 11362.71 in order to gain access into the retailer. The government-issued identification and, if applicable, doctor's recommendation or cannabis card must also be shown at the point of sale station at the time of purchase. Doctor recommendations are not to be obtained or provided at the retail location.

(E) Uniformed licensed security personnel shall be employed to monitor site activity, control loitering and site access, and to serve as a visual deterrent to unlawful activities. Security personnel may be allowed to carry firearms if authorized by the police chief.

(F) Retailers may have only that quantity of cannabis and cannabis products to meet the daily demand readily available for sale on-site in the retail sales area of the retailer. Additional product may be stored in a secured, locked area to which customers, vendors, and visitors shall not have access.

(G) All restroom facilities shall remain locked and under the control of management.

(H) Retailers authorized to conduct retail activities shall only serve customers who are within the licensed premises, or at a delivery address that meets the requirements of this subsection.

(1) The sale and delivery of cannabis goods shall not occur through a pass-through window or a slide-out tray to the exterior of the premises.

(2) Retailers shall not operate as or with a drive-in or drive-through at which cannabis goods are sold to persons within or about a motor vehicle.

(3) No cannabis shall be sold and/or delivered by any means or method to any person within a motor vehicle.

(4) All cannabis goods sold by a retailer shall be contained in child-resistant packaging.

(5) Retailers shall record point-of-sale areas and areas where cannabis goods are displayed for sale on the video surveillance system. At each point-of-sale location, camera placement must allow for the recording of the facial features of any person purchasing or selling cannabis goods, or any person in the retail area, with sufficient clarity to determine identity.

(6) A retail licensee who is engaged in retail sale shall hire or contract for security personnel who are at least 21 years of age to provide security services for the licensed retail premises. All security personnel hired or contracted for by the licensee shall be licensed by the Bureau of Security and Investigative Services and shall comply with Cal. Bus. and Prof. Code, Chapters 11.4 and 11.5 of Division 3.

(I) Access to retailer premises -

(1) Access to the premises of a retail licensee/permittee shall be limited to individuals who are at least 21 years of age.

(2) Notwithstanding subsection (I)(1) above, individuals who are at least 18 years of age and in possession of a ~~valid physician's recommendation or~~ state- issued medical ~~marijuana~~cannabis card shall be granted access to the premises of a retail licensee/permittee for the sole purpose of purchasing medicinal cannabis ~~consistent with the physician's recommendation.~~

(J) Authorized sales - A retailer shall only sell adult-use cannabis and adult-use cannabis products to individuals who are at least 21 years of age. A retailer shall only sell medicinal cannabis or medicinal cannabis products to individuals who are at least 18 years of age, but not yet 21, if those individuals are in possession of a valid ~~physician's recommendation~~state issued cannabis card. Medicinal cannabis sales to individuals 21 years of age and older are unrestricted.

(K) Limited access areas - A retailer shall establish limited-access areas and permit only authorized individuals to enter the limited-access areas. Authorized individuals include individuals employed by the retailer as well as any outside vendors, contractors, or other individuals conducting business that requires access to the limited access area. All individuals granted access to the limited access area shall be at least 21 years of age, and if not employed by the retailer, shall be escorted at all times by an employee of the licensee/permittee. A retailer shall maintain a log of all individuals who are not employees who are granted access to the limited access area. These logs shall be made available to the police chief or the development services director upon request.

(L) Operating hours of the ~~store front~~retailer license shall be limited to the hours of 9:00 a.m. through 9:00 p.m., seven days a week or a reduced duration as stipulated through the discretionary land use permit.

(M) Parking requirements shall be in accordance with chapter 16, article X of the Oxnard city code - 1 parking space per 250 square feet or as stipulated in a city traffic engineer approved parking study via a request for administrative parking relief pursuant to Section 16-651. Commercial cannabis retail businesses proposed to be located within the Downtown Specific Plan area may pay a downtown parking management in-lieu fee to meet off-street parking requirements.

(N) ~~Store-front/retail~~Retail security requirements. All security measures required by section 11-477 (operational standards) are directly applicable to and binding on all commercial cannabis businesses, including all retailers.

#### SEC. 11-486. OPERATING REQUIREMENTS FOR RETAILERS WITH DELIVERY SERVICE.

(A) Retailers located within the city that provide delivery are required to verify the age and the necessary documentation of each medical customer to ensure the customer is not under the age of 18 years, and to verify that the potential customer has a valid ~~doctor's recommendation. Doctor recommendations are not to be obtained or provided at the retail location~~state issued cannabis card. The age verification requirement applies to both the customer and any person accepting delivery on behalf of the customer. If the latter, the individual must be at least 21 years of age.

~~(B) Operating hours of the non-store front retailer shall be limited to the hours of 9:00 a.m. through 9:00 p.m., seven days a week or a reduced duration as stipulated through the discretionary land use permit.~~

~~(C) The non-store front retailer shall only sell cannabis or cannabis products to a natural person 21 years of age or older, or a natural person 18 years of age or older who possesses a physician's recommendation for cannabis medical use only, or a cannabis card issued pursuant to Cal. Health and Safety Code Section 11362.71.~~

~~(D) The non-store front retailer may only have on-site that quantity of cannabis and cannabis products reasonably anticipated to meet the weekly demand for which they may need to be readily available for sale.~~

#### ~~SEC. 11-487. NON-STORE FRONT RETAILER VEHICLE REQUIREMENTS.~~

~~Prior to commencing operations, a non-store front retailer shall provide the following information to the city:~~

~~(A)~~ Proof of ownership of the vehicle or a valid lease for any and all vehicles that will be used to deliver cannabis or cannabis ~~products~~[Products](#).

~~(B)~~ The year, make, model, color, license plate number, and vehicle identification number (VIN) for any and all vehicles that will be used to deliver cannabis or cannabis ~~products~~[Products](#).

~~(C)~~ Proof of insurance as required in section 11-474(B) for any and all vehicles being used to deliver cannabis or cannabis ~~products~~[Products](#).

~~(D)~~ The licensee shall provide the city with the information required by this section in writing for any new vehicle that will be used to deliver cannabis and/or cannabis ~~products~~[Products](#) prior to using the vehicle to deliver cannabis and/or cannabis ~~products~~[Products](#).

~~(E)~~ The ~~commercial~~[Commercial](#) cannabis ~~business~~[Business](#) shall provide the city with any changes to the information required by this section in writing within 30 calendar days.

(G) Delivery of cannabis products originating from the City of Oxnard are not authorized except from a retailer who has obtained both the necessary city and State permits and is in full compliance with this Section.

#### SEC. 11-487. OPERATING REQUIREMENTS FOR CULTIVATORS.

(A) No more than the number of cannabis cultivators authorized by Section 11-456 shall operate within the city at any one time.

(B) Approval of cultivation facilities shall be through approval of a development design review (DDR) permit to be issued by the Community Development Director of the city. The appeal of the approval or denial of such permit shall be to the Planning Commission pursuant to Section 11-466.

(C) All commercial Outdoor Cultivation and Mixed-Light Cultivation of cannabis and nursery activity within the city is prohibited. It is hereby declared to be unlawful and a public nuisance for any Person owning, leasing, occupying, or having charge or possession of any parcel within any zoning district in the City of Oxnard to cause or allow such parcel to be used for the commercial outdoor cultivation of cannabis.

(D) The commercial cultivation of cannabis must occur indoors in an approved indoor cultivation facility with a valid commercial cannabis business permit from the city under this Chapter.

(E) In no case shall cannabis plants be visible from the exterior of the building.

(F) From a public right-of-way, there shall be no exterior evidence of commercial cannabis cultivation except for any signage authorized by the city. All signs shall conform with Section 16-595.

(G) Any pesticides and/or fertilizers used at the cultivation site shall be properly labeled and stored in accordance with Fire Dept. and City regulations to avoid contamination through erosion, leakage or inadvertent damage from pests, rodents or other wildlife.

(H) A commercial cannabis cultivation licensee shall comply with all applicable federal, State and local laws and regulations regarding use and disposal of pesticides and fertilizers.

(I) Each commercial cannabis cultivation licensee shall submit the following in addition to the information required to secure approval of a commercial cannabis business permit:

(1) A cultivation and operations plan shall be submitted for City review and approval which will identify the type(s) of cannabis plant to be grown (species/strain), cultivation activities and schedule of activities during each month of growing and harvesting, or explanation of growth cycles and anticipated harvesting schedules for all-season harvesting.

(2) A monthly and yearly projected water usage plan. The plan shall include water conservation and recycling measures for capture and reuse of on site water, water treatment plan and wastewater discharge plan. Said plan shall be reviewed and approved by the City. Every attempt should be made by the licensee to connect to the City's recycled water line when feasible.

(3) An energy usage and conservation plan which identifies the sources of power, projected monthly and yearly usage, and efficiency plan, including use of on site renewables.

(4) Neighborhood compatibility plan which shall address odor security, safety, and other compatibility issues which may derive from the cultivation site and as requested by the City.

(5) Floor plan identifying the location, dimensions, and boundaries of all proposed canopy areas taking into account space needed for ongoing care of plants and a description of the proposed method of physically delineating those boundaries at the

[site.](#)

[\(f\) A permittee shall only be allowed to cultivate the square feet of canopy space permitted by State law and in the Commercial Cannabis Business Permit issued by the city for the premises.](#)

#### SEC. 11-488. PROMULGATION OF REGULATIONS, STANDARDS AND OTHER LEGAL DUTIES.

(A) In addition to any regulations adopted by the city council, the city manager or his or her designee is authorized to establish any additional rules, regulations and standards governing the issuance, denial or renewal of commercial cannabis business permits, the ongoing operation of commercial cannabis businesses and the city's oversight, or concerning any other subject determined to be necessary to carry out the purposes of this article.

(B) Regulations shall be published on the city's website.

(C) Regulations promulgated by the city manager shall become effective upon date of publication. Commercial cannabis businesses shall be required to comply with all ~~state~~[State](#) and local laws and regulations, including but not limited to any rules, regulations or standards adopted by the city manager or his or her designee.

(D) Testing laboratories, distribution facilities and special events shall be subject to State law and shall be subject to additional regulations as determined from time to time as more regulations are developed pursuant to this section and any subsequent State of California legislation regarding the same.

#### SEC. 11-489. COMMUNITY RELATIONS.

(A) Each commercial cannabis business shall provide the name, telephone number, and email address of a community relations contact to whom notice of problems associated with the commercial cannabis business can be provided. Each commercial cannabis business shall also provide the above information to all businesses and residences located within 600 feet of the commercial cannabis business.

(B) During the first year of operation pursuant to this article, the owner, manager, and community relations representative from each commercial cannabis business holding a permit issued pursuant to this article shall attend quarterly meetings with the city manager or his or her designee(s), and other interested parties as deemed appropriate by the city manager or his or her designee(s), to discuss costs, benefits, and other community issues arising as a result of implementation of this article. After the first year of operation, the owner, manager, and community relations representative from each such commercial cannabis business shall meet with the city manager or his or her designee(s) when and as requested by the city manager or his or her designee(s).

(C) Commercial cannabis businesses to which a permit is issued pursuant to this article shall describe benefits that the cannabis business would provide to the local community, such as community contributions, volunteer services and/or economic incentives, [stated in the Community Benefits Agreement.](#)

#### SEC. 11-490. PERMIT HOLDER RESPONSIBLE FOR VIOLATIONS.

The person to whom a commercial cannabis business permit is issued pursuant to this article shall be responsible for all violations of the laws of the State of California or of the regulations and/or the ordinances of the City of Oxnard. whether committed by the permittee or any employee or agent of the permittee, which violations occur in or about the premises of the commercial cannabis business whether or not said violations occur within the permit holder's presence.

#### SEC. 11-491. INSPECTION AND ENFORCEMENT.

(A) The city manager, or his or her designee(s) charged with enforcing the provisions of the City of Oxnard code, or any provision thereof, may enter the location of a commercial cannabis business at any time, without notice, and inspect the location of any commercial cannabis business as well as any recordings and records required to be maintained pursuant to this article or under applicable provisions of State law.

(B) It is unlawful for any ~~person~~Person having responsibility over the operation of a commercial cannabis business, to impede, obstruct, interfere with, or otherwise not to allow, the city to conduct an inspection, review or copy records, recordings or other documents required to be maintained by a commercial cannabis business under this article or under State or local law. It is also unlawful for a person to conceal, destroy, deface, damage, or falsify any records, recordings or other documents required to be maintained by a commercial cannabis business under this article or under State or local law.

(C) The city manager, or his or her designee(s) charged with enforcing the provisions of this article may enter the location of a commercial cannabis business at any time during the hours of operation and without notice to obtain samples of the cannabis to test for public safety purposes. Any samples obtained by the City of Oxnard shall be logged, recorded, and maintained in accordance with established procedures by the City of Oxnard city manager or these regulations.

#### SEC. 11-492. COMPLIANCE WITH STATE REGULATIONS.

It is the stated intent of this article to regulate commercial cannabis activity in the City of Oxnard in compliance with all provisions MAUCRSA and any subsequent State legislation.

#### SEC. 11-493. VIOLATIONS DECLARED A PUBLIC NUISANCE.

Each and every violation of the provisions of this article is hereby deemed unlawful and a public nuisance.

#### SEC. 11-494. EACH VIOLATION A SEPARATE OFFENSE.

Each and every violation of this article shall constitute a separate violation and shall be subject to all remedies and enforcement measures authorized by the City of Oxnard.



Additionally, as a nuisance per se, any violation of this article shall be subject to injunctive relief, any permit issued pursuant to this article being deemed null and void, disgorgement and payment to the city for any monies unlawfully obtained, costs of abatement, costs of investigation, attorney fees, and any other relief or remedy available at law or in equity. The City of Oxnard may also pursue any and all remedies and actions available and applicable under State and local laws for any violations committed by the commercial cannabis business or persons related to, or associated with, the commercial cannabis activity. Additionally, when there is determined to be an imminent threat to public health, safety or welfare, the city manager, or his or her designee(s), may take immediate action to temporarily suspend a commercial cannabis business permit issued by the city, pending a hearing before the city manager, or his or her designee(s).

#### SEC. 11-495. ~~CRIMINAL~~ PENALTIES.

Each and every violation of the provisions of this article may at the discretion of the district attorney or city attorney be prosecuted as an infraction or misdemeanor and upon conviction be subject to imprisonment in the county jail for a period of not more than six months, or both such fine and imprisonment. Each commercial cannabis business may be cited for any violation of any law and/or any rule, regulation and/or standard adoption pursuant to this article. A fine not to exceed \$10,000 for the first violation, \$15,000 for the second violation and revocation of the permit for a period of two years after which time the business operator would have to reapply. The fine for operating an unlicensed and/or unpermitted commercial cannabis business shall be \$30,000 per day and the issuance of a notice to appear in court. Each day a violation is committed or permitted to continue shall constitute a separate offense. At the discretion of the city manager or his or her designee, higher or lower fines or penalties may be recommended based on the facts of individual cases where generally supported by aggravating or mitigating circumstances. Aggravating factors may include, but are not limited to: prior disciplinary history, nature and severity of the act(s), violations, offenses, or crime(s) under consideration, actual or potential harm to the public, actual or potential harm to any consumer, prior warning letters, licensee involvement, premises in high crime area, lack of cooperation by licensee in investigation, appearance and actual age of minor, continuing course or pattern of conduct. Mitigating factors may include, but are not limited to: length of licensure at subject location without prior discipline problems, positive action by licensee to correct problem, documented training of licensee and employees and cooperation by licensee in investigation.

#### SEC. 11-496. REMEDIES CUMULATIVE AND NOT EXCLUSIVE.

The remedies provided herein are not to be construed as exclusive remedies. The city is authorized to pursue any proceedings or remedies provided by law.

#### SEC. 16-163. INDUSTRIAL LAND USES BY ZONE: INDUSTRIAL LAND USE MATRIX.

The allowed land uses in the industrial zoning districts are identified in the following table, [subject to the limitations identified in the Notes Section](#).

|                                                                                                                                                         |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| Industrial Land Use Matrix                                                                                                                              |
| <p>Key:</p> <p>Blank: Not Allowed P: Permitted Use (Requires a Zone Clearance)</p> <p>SUP: Special Use Permit DDR: Development Design Review Permit</p> |

| Land Use                                                                                                                                                    | Zone District |            |            |            |            |                                         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------|------------|------------|------------|-----------------------------------------|
|                                                                                                                                                             | <i>CM</i>     | <i>BRP</i> | <i>M-L</i> | <i>M-1</i> | <i>M-2</i> | <i>Notes</i>                            |
| Administrative, executive, and/or corporate offices which are a part of a predominantly industrial operation, including governmental offices and facilities | P             | P          | P          | P          | P          |                                         |
| Administrative, financial, professional, medical, and general office services                                                                               | P             | P          | SUP        |            |            |                                         |
| Adult businesses, except adult motels                                                                                                                       |               | P          | P          | P          | P          | Refer to section <a href="#">16-337</a> |
| Adult day care facilities                                                                                                                                   | P             | P          |            |            |            |                                         |
| Adult motels                                                                                                                                                | P             |            |            |            |            | Refer to section <a href="#">16-336</a> |
| Agricultural and construction vehicle sales with incidental repair and service                                                                              | SUP           |            | DDR        | DDR        |            |                                         |
| Agricultural, limited to growing of crops                                                                                                                   | P             | P          | P          | P          | P          |                                         |
| Aircraft modification, storage, repair, and maintenance                                                                                                     |               |            |            | P          | P          |                                         |
| Aircraft sales                                                                                                                                              | P             | P          | P          | P          |            |                                         |
| Alcohol sales: on-site, off-site, and wine tasting                                                                                                          | SUP           | SUP        | SUP        | SUP        |            |                                         |
| Ambulance base facilities                                                                                                                                   | P             | P          | P          | P          | P          |                                         |
| Appliance repairs                                                                                                                                           | P             |            | P          | P          |            |                                         |
| Asphalt or concrete manufacture or refining                                                                                                                 |               |            |            |            | DDR        |                                         |
| Assembly or repair of small electrical and electronic equipment                                                                                             | P             |            | P          | P          |            |                                         |
| Assisted living residential facility                                                                                                                        |               | SUP        |            |            |            |                                         |
| Auction houses                                                                                                                                              | P             | P          | P          | P          | P          |                                         |
| Boat building and repair                                                                                                                                    |               |            |            | P          | P          |                                         |
| Boiler repair and maintenance                                                                                                                               |               |            |            | P          | P          |                                         |
| Book binding                                                                                                                                                | P             | P          | P          | P          | P          |                                         |

|                                                                                                                        |     |     |     |     |     |  |
|------------------------------------------------------------------------------------------------------------------------|-----|-----|-----|-----|-----|--|
| Bottling/canning plants                                                                                                |     |     | P   | P   | P   |  |
| Breweries, microbrew (less than 60,000 barrels). A SUP is required if including tasting rooms                          | DDR | DDR | DDR | DDR |     |  |
| Breweries, craft (more than 60,000 barrels, less than 2 million barrels). A SUP is required if including tasting rooms | DDR | DDR | DDR | DDR |     |  |
| Breweries, large (more than 2 million barrels)                                                                         |     |     |     | DDR | DDR |  |
| Brick, tile, or terra cotta manufacture                                                                                |     |     |     | DDR | DDR |  |
| Business furniture, supplies, and                                                                                      | P   | P   | P   |     |     |  |

|                                                                                                |     |                     |                     |                     |                     |                                                     |
|------------------------------------------------------------------------------------------------|-----|---------------------|---------------------|---------------------|---------------------|-----------------------------------------------------|
| equipment sales                                                                                |     |                     |                     |                     |                     |                                                     |
| Cabinet or carpenter shops                                                                     | P   |                     | P                   | P                   | P                   |                                                     |
| Cafeterias accessory to permitted uses for the convenience of persons employed on the premises |     | P                   | P                   | P                   | P                   |                                                     |
| Carpet, rug, and dry-cleaning plants                                                           | P   |                     | P                   | P                   | P                   |                                                     |
| Cement, glass, lime, gypsum, or plaster manufacture                                            |     |                     |                     |                     | DDR                 |                                                     |
| Ceramic products                                                                               | P   |                     | P                   | P                   | P                   |                                                     |
| Children's day care facility serving more than 15 children                                     | SUP | SUP                 |                     |                     |                     |                                                     |
| Churches                                                                                       | SUP | SUP                 | SUP                 | SUP                 | SUP                 | Refer to section <a href="#">16-162(B)</a>          |
| Coffee shops, cafes                                                                            | P   | P                   | DDR                 | DDR                 | DDR                 |                                                     |
| Cold storage facilities including agricultural freezers and ice production and sales           |     |                     | P                   | P                   | P                   |                                                     |
| Commercial and retail uses                                                                     | P   | DDR                 | DDR                 | DDR                 |                     | Refer to section <a href="#">16-171</a>             |
| Commercial Cannabis Activities                                                                 |     |                     |                     |                     |                     |                                                     |
| <a href="#">Cultivation</a>                                                                    |     | <a href="#">DDR</a> | <a href="#">DDR</a> | <a href="#">DDR</a> | <a href="#">DDR</a> | <a href="#">Refer to sections 11-473 and 16-173</a> |

|                                                                                                                                                                                                                  |     |         |         |         |         |                                                                                                               |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|---------|---------|---------|---------|---------------------------------------------------------------------------------------------------------------|
| Distribution                                                                                                                                                                                                     |     | DD<br>R | DD<br>R | DD<br>R | DD<br>R | <del>See section 16-173; Article XVII Chapter 44</del><br><a href="#">Refer to sections 11-473 and 16-173</a> |
| Manufacturing                                                                                                                                                                                                    |     | DD<br>R | DD<br>R | DD<br>R | DD<br>R | <del>See section 16-173; Article XVII Chapter 44</del><br><a href="#">Refer to sections 11-473 and 16-173</a> |
| Retail                                                                                                                                                                                                           |     | SUP     |         |         |         | <del>See section 16-173; Article XVII Chapter 44</del><br><a href="#">Refer to sections 11-473 and 16-173</a> |
| Testing                                                                                                                                                                                                          |     | DD<br>R | DD<br>R | DD<br>R | DD<br>R | <del>See section 16-173; Article XVII Chapter 44</del><br><a href="#">Refer to sections 11-473 and 16-173</a> |
| Commercial recreational and entertainment uses, such as batting cages, gymnasiums, boxing gyms, escape rooms, bowling alleys, skating rinks, and similar recreational uses as determined by the planning manager | DDR | DDR     | DDR     | DDR     |         |                                                                                                               |
| Computer and business machine sales and service                                                                                                                                                                  | P   | P       | P       |         |         |                                                                                                               |
| Convenience markets and drugstores                                                                                                                                                                               | P   | DDR     |         |         |         |                                                                                                               |
| Corporate training and professional development facilities including ancillary outdoor activities                                                                                                                | P   | P       | P       | P       | P       |                                                                                                               |
| Day care facilities accessory to industrial uses                                                                                                                                                                 |     | DDR     | DDR     | DDR     |         |                                                                                                               |
| Day care facilities (over 12 children) as a principal use                                                                                                                                                        | DDR | DDR     |         |         |         |                                                                                                               |

|                                                                                                                                                                                 |     |     |     |     |     |                                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|-----|-----|-----|----------------------------------|
| Distribution, warehousing, and wholesaling                                                                                                                                      | P   | P   | P   | P   | P   |                                  |
| Drive-through services                                                                                                                                                          | SUP | SUP | SUP |     |     |                                  |
| Drop forge industries                                                                                                                                                           |     |     |     |     | DDR |                                  |
| Dwelling unit, one per establishment, for security or management when located on the premises where such person is employed in such capacity and accessory to an industrial use | DDR |     | DDR | DDR | DDR |                                  |
| Electric motor rebuilding                                                                                                                                                       | P   |     | P   | P   | P   |                                  |
| Electrical and lighting supply                                                                                                                                                  | P   |     | P   |     |     |                                  |
| Electronic and computer repair                                                                                                                                                  | P   | P   | P   |     |     |                                  |
| Emergency shelter for families                                                                                                                                                  | SUP |     | P   |     |     |                                  |
| Emergency shelter, permanent                                                                                                                                                    | SUP |     | P   |     |     |                                  |
| Emergency shelter, temporary                                                                                                                                                    | SUP |     | P   |     |     |                                  |
| Employment agencies                                                                                                                                                             | P   | P   |     |     |     |                                  |
| Energy generation, distribution, storage, and support facilities, including electrical and gas utilities                                                                        | SUP | SUP | SUP | SUP | DDR |                                  |
| Explosives, manufacture or storage                                                                                                                                              |     |     |     |     | DDR |                                  |
| Farmworker housing                                                                                                                                                              | SUP |     | P   | P   | P   |                                  |
| Feed sales                                                                                                                                                                      | P   |     | P   | P   |     |                                  |
| Fertilizer manufacture                                                                                                                                                          |     |     |     |     | DDR |                                  |
| Firearm and ammunition sales                                                                                                                                                    |     |     | SUP |     |     | Refer to Chapter 16, Division 19 |
| Fish smoking, processing, curing, or canning                                                                                                                                    |     |     |     | DDR | DDR |                                  |
| Florists                                                                                                                                                                        | P   | P   |     |     |     |                                  |
| Freight classification yard, including truck and bus storage and maintenance                                                                                                    |     |     |     | DDR | P   |                                  |
| Furniture manufacture and assembly                                                                                                                                              | P   |     | P   | P   | P   |                                  |

|                                                                                      |     |   |     |     |     |                                  |
|--------------------------------------------------------------------------------------|-----|---|-----|-----|-----|----------------------------------|
| Furniture upholstery shops                                                           | P   |   | P   | P   |     |                                  |
| Garbage, offal, or dead animal reduction or dumping                                  |     |   |     |     | P   |                                  |
| Garment manufacturing                                                                |     | P | P   | P   | P   |                                  |
| Gas bulk storage, manufacturing, and distribution of flammable liquids and all gases |     |   |     |     | DDR |                                  |
| General office, including legal, professional, medical, consulting, or similar       | P   | P |     |     |     |                                  |
| Indoor firearm range                                                                 |     |   | SUP |     |     | Refer to Chapter 16, Division 20 |
| Iron, steel, brass, or copper foundry or fabrication plant                           |     |   |     | SUP | DDR |                                  |
| Kennels and animal boarding                                                          | DDR |   | DDR | DDR | DDR |                                  |
| Kennel day care                                                                      | P   |   | P   | P   | P   |                                  |
| Laboratories, research only                                                          |     | P | P   |     |     |                                  |
| Laundry, commercial                                                                  | P   |   | P   | P   | P   |                                  |
| Light metal fabrication (for example, sheet metal, wrought iron, and the like)       | P   |   | P   | P   | P   |                                  |
| Lumber yards with incidental sales of building and hardware supplies (outside        | SUP |   |     | SUP | P   |                                  |

|                                                                                                                                           |   |   |   |   |   |  |
|-------------------------------------------------------------------------------------------------------------------------------------------|---|---|---|---|---|--|
| storage)                                                                                                                                  |   |   |   |   |   |  |
| Machine shops                                                                                                                             | P |   | P | P | P |  |
| Manufacture and assembly of electrical and electronic instruments, devices, and components                                                | P | P | P | P | P |  |
| Manufacturing and maintenance of electric neon signs                                                                                      | P |   | P | P | P |  |
| Manufacturing, compounding assembly, or treatment of articles or merchandise from prepared materials such as, but not limited to, canvas, |   |   | P | P | P |  |

|                                                                                                                                                                           |     |     |     |     |     |                                            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|-----|-----|-----|--------------------------------------------|
| cloth, stones, wood products, and leather                                                                                                                                 |     |     |     |     |     |                                            |
| Manufacturing, compounding, processing, packaging, or treatment of food products such as, but not limited to, bakery, dairy, fruits and vegetables, and honey             |     |     | P   | P   | P   |                                            |
| Marine equipment sales with incidental repair and service                                                                                                                 | P   |     | P   | P   | P   |                                            |
| Medical product sales                                                                                                                                                     | P   | P   | P   |     |     |                                            |
| Medical: hospitals and medical centers                                                                                                                                    |     | SUP |     |     |     |                                            |
| Metals recycling and storage, including sales                                                                                                                             |     |     |     | SUP | DDR |                                            |
| Mini-warehouses and self-storage facilities                                                                                                                               | SUP |     | SUP | SUP | SUP | Refer to Resolution No. 6446               |
| Mobile home sales and display                                                                                                                                             | DDR |     | DDR | DDR | DDR |                                            |
| Motels, hotels, and convention facilities                                                                                                                                 | SUP | SUP |     |     |     |                                            |
| Multifamily Residential uses up to 30 dwelling units per acre on parcels identified in the AHD additive zone, subject to the provisions in section <a href="#">16-420</a> |     | SUP |     |     |     |                                            |
| Off-site non-accessory signs or billboards                                                                                                                                |     |     |     |     | SUP | Refer to section <a href="#">16-608(G)</a> |
| Oilcloth or linoleum manufacture                                                                                                                                          |     |     |     |     | P   |                                            |
| Outdoor storage or assembly as a primary use                                                                                                                              |     |     |     |     | SUP |                                            |
| Outdoor storage, incidental/accessory to uses otherwise permitted                                                                                                         |     |     | DDR | DDR | DDR |                                            |
| Paint, oil, shellac, turpentine, and varnish manufacture                                                                                                                  |     |     |     |     | DDR |                                            |
| Paper and pulp manufacture                                                                                                                                                |     |     |     |     | DDR |                                            |
| Pawnshops                                                                                                                                                                 | SUP |     |     |     |     |                                            |
| Petroleum bulk plants and distribution                                                                                                                                    |     |     |     | SUP | DDR |                                            |
| Petroleum refining                                                                                                                                                        |     |     |     |     | DDR |                                            |
| Photographic studios and services                                                                                                                                         | P   | P   | P   |     |     |                                            |



|                                                                                 |   |   |   |     |     |  |
|---------------------------------------------------------------------------------|---|---|---|-----|-----|--|
| Planning mills                                                                  |   |   |   | SUP | DDR |  |
| Plastic manufacture                                                             |   |   |   | P   | P   |  |
| Plumbing supply                                                                 | P |   | P | P   |     |  |
| Printing shop, lithographing, photocopying, blueprinting, and publishing        | P | P | P | P   | P   |  |
| Product assembly plants and production facilities primarily engaged in final or | P | P | P | P   | P   |  |

|                                                                                                                                                                                                                                                                                                                                                               |     |     |     |     |     |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|-----|-----|-----|--|
| partial assembling of packaging of premanufactured, treated, or fabricated components, materials, or products                                                                                                                                                                                                                                                 |     |     |     |     |     |  |
| Public service uses - communications, fire and police, water, and other governmental or public facilities                                                                                                                                                                                                                                                     | DDR | DDR | DDR | DDR | DDR |  |
| Radio or television broadcasting station                                                                                                                                                                                                                                                                                                                      | P   | P   | P   | P   | P   |  |
| Railroad support services                                                                                                                                                                                                                                                                                                                                     |     |     |     | SUP | DDR |  |
| Recycling collection: collection recycling facility for the acceptance of materials from the public including a bulk or single-feed reverse vending machine, a kiosk unit, or a permanent building                                                                                                                                                            |     |     |     | DDR | DDR |  |
| Recycling mobile unit: mobile recycling unit used for the collection of recycled materials including the bins, boxes, or containers for the collection of recyclable materials                                                                                                                                                                                | DDR |     | DDR | DDR | DDR |  |
| Recycling processing facility: processing facility for ferrous and non-ferrous materials including the preparation of material for efficient shipment which includes baling, briquetting, flattening, grinding, crushing, mechanical sorting, shredding, cleaning, and re manufacturing. Outdoor bin storage allowed for the collection of recycled materials |     |     |     | SUP | SUP |  |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |   |     |   |     |     |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|-----|---|-----|-----|--|
| Refrigeration and air conditioning repair and service                                                                                                                                                                                                                                                                                                                                                                                                             | P |     | P | P   | P   |  |
| Research and development, experimental or developmental laboratories                                                                                                                                                                                                                                                                                                                                                                                              |   | P   | P | P   | P   |  |
| Research, development, and clinical laboratories and uses including associated incidental and outpatient clinics                                                                                                                                                                                                                                                                                                                                                  |   | P   |   |     |     |  |
| Restaurants and delicatessens                                                                                                                                                                                                                                                                                                                                                                                                                                     | P | P   | P | DDR | DDR |  |
| Rock crusher or distribution of rock, sand, or gravel                                                                                                                                                                                                                                                                                                                                                                                                             |   |     |   |     | DDR |  |
| Sale of building and hardware supplies within a building                                                                                                                                                                                                                                                                                                                                                                                                          | P |     | P | P   | P   |  |
| Specialized commercial retail centers oriented toward major transportation elements such as freeways, expressways, and other major transportation corridors. Specialized commercial uses include promotional, discount, factory outlet, and off-price shopping centers, as well as centers that are tourist-oriented or oriented to other specialized markets. Specialized commercial uses may also include general commercial uses in special or unique settings |   | SUP |   |     |     |  |

|                                                                                            |     |   |     |     |     |  |
|--------------------------------------------------------------------------------------------|-----|---|-----|-----|-----|--|
| Stationery and office supplies                                                             | P   | P |     |     |     |  |
| Supportive housing                                                                         | SUP |   |     |     |     |  |
| Taxidermist                                                                                | P   |   | P   | P   |     |  |
| Textiles manufacturing                                                                     |     |   | P   | P   | P   |  |
| Trade schools, public and private schools and colleges, dance, and performing arts studios | P   | P | DDR |     |     |  |
| Transitional housing                                                                       | SUP |   |     |     |     |  |
| Vehicle assembly                                                                           |     |   |     | SUP | DDR |  |

|                                                                                                                            |     |     |     |     |     |  |
|----------------------------------------------------------------------------------------------------------------------------|-----|-----|-----|-----|-----|--|
| Vehicle and equipment dismantling and recycling, including sale of parts and vehicles                                      |     |     |     |     | SUP |  |
| Vehicle rental agencies                                                                                                    | DDR | DDR | DDR |     |     |  |
| Vehicle repair, including engine overhaul, body and fender work, transmission, radiator repair, painting, and upholstering | P   |     | P   | P   | P   |  |
| Vehicle service stations                                                                                                   | SUP | SUP | SUP | SUP | DDR |  |
| Vehicle storage                                                                                                            |     |     |     | SUP | SUP |  |
| Veterinarians with on-site kennels                                                                                         | DDR |     | DDR | DDR | DDR |  |
| Veterinarians with no on-site kennels                                                                                      | P   |     | P   | P   | P   |  |
| Welding shops                                                                                                              |     |     | P   | P   | P   |  |
| Wine production facility                                                                                                   |     |     | SUP | P   | P   |  |
| Wine tasting with or without cafes                                                                                         |     | SUP | SUP | SUP |     |  |

SEC. 16-173. DEVELOPMENT DESIGN REVIEW PERMIT REQUIRED FOR SPECIFIC COMMERCIAL CANNABIS ACTIVITIES.

(A) A commercial cannabis business for [cultivating](#), manufacturing, testing and/or distribution of cannabis may be permitted in the business and research park (BRP) zone, the limited manufacturing (M-L) zone, the light manufacturing (M-1) zone, and the heavy manufacturing (M-2) zone, provided that the owner has first obtained a commercial cannabis business permit pursuant to article XVI, chapter 11 of the Oxnard city code and a development design review (DDR) permit.

(B) A commercial cannabis business for retail uses may ~~by~~[be](#) permitted in the business and research park (BRP) zone, provided that the owner has first obtained a commercial cannabis business permit pursuant to article XVI, chapter 11 of the Oxnard city code and a special use permit.

(C) A commercial cannabis business for retail uses may be permitted in the planned development (additive) zone, provided that the owner has first obtained a commercial cannabis business permit pursuant to article XVI, chapter 11 of the Oxnard city code and a special use permit (SUP). A commercial cannabis business for [cultivating](#), manufacturing, testing and/or distribution of cannabis may be permitted in the planned development (additive) zone, provided that the owner has first obtained a commercial cannabis business permit pursuant to article XVI, chapter 11 of the Oxnard city code and a development design review (DDR) permit.

## **Attachment**

D. VCAPCD Letter dated July 6, 2023.



**VENTURA COUNTY  
AIR POLLUTION CONTROL DISTRICT**  
Memorandum

TO: City of Oxnard Planning Commission

DATE: July 6, 2023

FROM: Nicole Collazo, Air Quality Specialist, VCAPCD Planning Division *NC*

SUBJECT: Public Comment for City of Oxnard Planning Commission's July 6, 2023 meeting, Re: Agenda Item F3

Ventura County Air Pollution Control District (APCD) would like to submit a public comment on Agenda Item F3, the proposed Cannabis Zoning Text Amendments, for the City of Oxnard's (City) Planning Commission hearing on July 6, 2023.

APCD and other nearby air districts have been following closely how cannabis operations are being permitted in various jurisdictions, particularly processing and manufacturing operations, due to the high potential of odor impacts and public nuisance concerns. Public nuisance for air pollution is defined in the California Health and Safety Code Section 41700 as "*no person can discharge air contaminants that cause injury, nuisance or annoyance to any considerable number of persons or the public, or discharge air contaminants that endanger the comfort, health or safety of such persons.*". As a result, this has been codified into APCD Rule 51, *Nuisance*, which most commonly pertain to considerable and verifiable dust and odor complaints. Cannabis operations are also typically permitted with APCD for emergency diesel-powered generators, boilers/water heaters, and solvents containing reactive organic compounds used in the extraction/manufacturing process. Note- odors from the growing and harvesting of cannabis and hemp are considered agricultural operations and therefore exempt from odor enforcement and permitting requirements, per CA Health and Safety Code Section 41705, *Emission Limitations*, and APCD Rule 51, *Nuisance*.

While we understand that this item before your commission today is an amendment to an existing cannabis ordinance, of which we were not consulted on for odor and permitting requirements as it pertains to APCD when first adopted, we would like to make a good-faith effort to recommend changes to either existing or proposed cannabis ordinance language, in order to be consistent with APCD requirements and to reduce the potential for odor complaints from any nearby sensitive receptors. We submit the following recommendations.

1) Section 11-473, Location and Design of Cannabis Business. We respectfully request the setback distance for schools to be revised to 1,000 feet, in order to be consistent with California Health and Safety Code [42301.6](#), which requires public notice for air pollution applications if within 1,000 feet of a school. The setback distance should also apply to other sensitive receptors, such as residences. The California Health and Safety Code defines sensitive receptors as hospitals, schools,

and day care centers. APCD, however, also includes residences for the purposes of CEQA and assessing air quality impacts of discretionary development, and for complaint purposes.

2) Section 11-484 Operating Requirements for Cannabis Manufacturing: Edibles and Other Cannabis Products; Sale or Distribution of Edible and Other Cannabis Products. The use of solvents, such as those containing N-butane, isobutane, ethanol, propane, heptane, or any other volatile organic compound (VOC), requires an APCD Permit to Operate, unless an exemption is found in APCD Rules and Regulations. Such an exemption should be approved by the APCD's Engineering Division. Please include this requirement in Section 11-484. Applicants should call the APCD Engineering Division at 805-303-3683 or email [engineering@vcapcd.org](mailto:engineering@vcapcd.org) prior to construction and/or operation of solvents requiring a permit to operate from the air district. As previously mentioned, other operations, such as the use of boilers and fossil-fueled engines may also need an APCD permit. It is best to also add a new requirement to "check in" with APCD during the permit issuance process with City divisions to ensure the proper permits are issued prior to construction and installation and avoid risk of a notice of violation of APCD Rule 10, *Permits Required*.

3) We recommend the following new requirement, possibly under Section 11-478, Miscellaneous Operating Requirements, or Section 11-484:

"All electricity (except for emergency power) shall be obtained from a commercial electric utility service. Fossil fuel-fired electrical generators shall only be used as emergency power."

This appears to be included in the cannabis ordinances adopted by Santa Barbara County and City of Goleta. There are known health risks from diesel engine use, such as exposure to diesel particulate matter (DPM), which is considered a toxic air contaminant (TAC) and captures up to 80% of the overall cancer risk from mobile sources in California. In addition, if the cannabis operation is "non-growing" and an APCD permit is required, our Engineering Division would require grid electricity as Best Available Control Technology, or BACT. Note- Even if the operation is exclusively for the growing of the cannabis crop (agricultural), an air permit would be required if diesel engine emissions exceed thresholds in APCD Rule 23.J.16, *Exemptions from Permit*. Therefore, it is best if ordinance does not allow the use of prime (non-emergency) diesel-powered engines.

Thank you for the opportunity to comment on your commission's agenda item. Should you have any questions, you may contact me at [nicole@vcapcd.org](mailto:nicole@vcapcd.org).

cc: John Harader, Supervising Air Quality Engineer, Engineering Division, APCD (via email)

## **Attachment**

E. Aug. 3, 2023 Staff Presentation.



# **Amendments to Chapters 11 and 16 of the Oxnard City Code and Commercial Cannabis Cultivation Regulations**

## **Planning and Zoning (PZ) Permit No. 23-580-02**

Kathleen Mallory, Planning & Sustainability Manager  
Matthew Simpkins, Management Analyst  
Community Development Department

Planning Commission  
August 3, 2023

- Purpose of item is to:
  - Present proposed Zone Text Amendments (ZTA's) to Chapters 11 and 16 to address changes needed as a result of implementation of the City's existing cannabis regulations; and
  - Create new regulations to permit indoor commercial cannabis cultivation in up to six (6) locations in the City.
- Item continued from July 6th meeting due to receipt of two comments, one comment letter, and one error that necessitated the need to continue the item and release an updated version of the proposed ordinance.

- Aug. 3rd staff report addresses comments received after publication of the July 6th staff report and provides recommended changes to the proposed Chapters 11 and 16.
- Comment letter from Ventura County Air Pollution Control District
- Changes to the proposed Ord. as follows:
  - Section 11-487(I)(2) - Operating Requirements for Cultivators
  - Section 11-473(B) - Modify Identified Locations where Indoor Commercial Cannabis Cultivation is Permitted Consistent with Committee Direction

- Comment letter from Ventura County Air Pollution Control District received July 6th.
  - Changing definition of sensitive use and boundary
  - Adding requirements or “check in” with VCAPCD; and not allowing generators (with the exception of an emergency).
- Staff response:
  - 2019, the Oxnard City Council made the decision to utilize the State’s 600-feet buffer requirement.
  - *The City would apply a standard condition of approval that requires an applicant to “check in” with VCAPCD. This check in will also enable VCAPCD to ensure that gasoline powered generators are not permitted.*

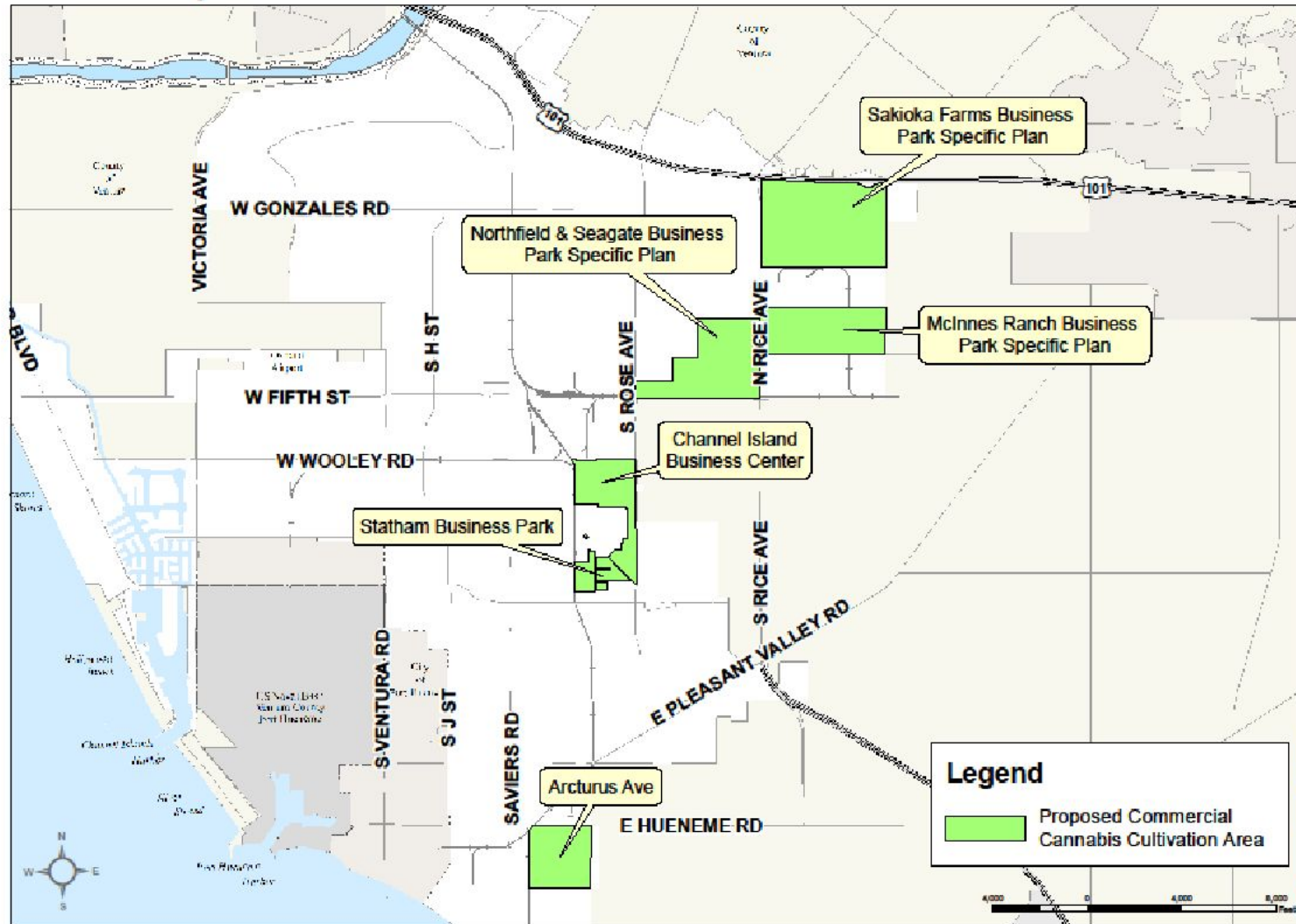
- Two additional Chapter 11 changes:
  - Section 11-487(I)(2) - Add Language to the Operating Requirements for Cultivators (Minor change - requested by City Public Works Dept.):

“A monthly and yearly projected water usage plan. The plan shall include water conservation and recycling measures for capture and reuse of on site water, ~~and~~ water treatment plan and wastewater discharge plan. Said plan shall be reviewed and approved by the City. Every attempt should be made by the licensee to connect to the City’s recycled water line when feasible”.

- Two additional Chapter 11 changes, continued:
  - Section 11-473(B) - Modify Identified Locations where Indoor Commercial Cannabis Cultivation is Permitted Consistent with July 24, 2023 Committee Direction (legislative format):

“Cultivation is conceptually permitted on property zoned limited manufacturing (ML), light manufacturing (M1), heavy industrial (M2), and business and research park (BRP). Cultivation may also be located in the following ~~specific plan~~ areas subject to relevant specific plan requirements: ~~Northeast Community Specific Plan~~, Sakioka Farms Business Park Specific Plan; ~~Camino Real Business Park~~, McInnes Ranch Business Park Specific Plan; Arcturus Ave.; ~~and~~ Northfield & Seagate Business Park Specific Plan; Channel Island Business Center; and Statham Business Park.”

## Proposed Commercial Cannabis Cultivation Locations





- Ordinance changes will be presented to City Council in September 2023.
- With approval of the indoor commercial cannabis cultivation regulations, Staff will begin preparing application paperwork and develop the review protocol.
- The process to secure indoor cannabis cultivators is envisioned to take approximately 12 months.

That the Planning Commission:

- a) Open the public hearing and receive public testimony.
- b) Adopt Resolution 2023-XX recommending that the City Council approve amendments to the OCC pertaining to regulation of cannabis manufacturing, distribution, testing, and retail dispensaries; and an amendment to OCC Chapters 11 and 16 to allow up to five (5) indoor commercial cannabis cultivators in six (6) identified areas of the City.



# Questions?

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING THE OXNARD CITY CODE (OCC) CHAPTERS 11 AND 16 PERTAINING COMMERCIAL CANNABIS ACTIVITY (ZONING TEXT AMENDMENT; PZ NO. 23-580-02); AND INCORPORATE COMMERCIAL CANNABIS CULTIVATION (SECTIONS 16-163 AND AN AMENDMENT TO OCC CHAPTERS 11 AND 16 TO ALLOW UP TO FIVE (5) INDOOR COMMERCIAL CANNABIS CULTIVATORS IN SIX (6) IDENTIFIED AREAS OF THE CITY.

WHEREAS, the City Council of the City of Oxnard has considered Zone Text Amendment (ZTA) PZ No. 23-580-02, filed by the City of Oxnard Long Range Planning and Sustainability Division, to amend Chapters 11 and 16 of the OCC (Section 16-163 and Section 16-179); and

WHEREAS, on January 24, 2023, the Community Services, Public Safety, Housing & Development Committee (“Committee”) voted 3-0 in favor of increasing the number of commercial cannabis cultivators permitted to operate in the city from two (2) to five (5). The Committee was also supportive of expanding the location of cultivation to be coterminous with the locations where cannabis manufacturing, distribution, and testing is allowed, with the expectation of the Rose Santa Clara Corridor Specific Plan area; and

WHEREAS, on August 3, 2023, the Planning Commission of the City of Oxnard conducted a duly noticed public hearing to consider approving a resolution recommending that the City Council of the City of Oxnard approve amendments to the OCC pertaining to regulation of cannabis manufacturing, distribution, testing, and retail dispensaries; and an amendment to OCC Chapters 11 and 16 to allow up to five (5) indoor commercial cannabis cultivators in six (6) identified areas of the City (Zoning Code Text Amendments No. PZ 23-580-02); and

WHEREAS, the Planning Commission received written and verbal comments from the public; and

WHEREAS, the Planning Commission finds that the proposed ZTA is in the public interest and reflects the input from residents, stakeholders in the community, and decision-makers. There are no changes recommended under the proposed ZTA that would reduce or compromise existing standards that protect the health, safety or general welfare of the City; and

WHEREAS, the proposed Zone Code amendment is incorporated by reference and attached as the following exhibit:

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

Section 1. Article XVII of Chapter 11 of the Oxnard City Code regarding Commercial Cannabis

Activity is hereby repealed and readopted to read as follows:

## ARTICLE XVII. COMMERCIAL CANNABIS ACTIVITY

### SEC. 11-450. PURPOSE AND INTENT.

It is the purpose and intent of this article to implement the provisions of the Medicinal and Adult Use Cannabis Regulation and Safety Act (“MAUCRSA”) to accommodate the needs of medically-ill persons in need of and provide access to cannabis for medicinal purposes as recommended by their health care provider(s), and to provide access to adult-use for persons over the age of 21 as authorized by the Control, Regulate and Tax Adult Use Cannabis Act (“AUMA” or “Proposition 64” enacted by California voters in 2016), while imposing sensible regulations on the use of land to protect the city’s residents, neighborhoods, and businesses from disproportionately negative impacts. As such, it is the purpose and intent of this article to regulate the cultivation, processing, manufacturing testing, sale, delivery, distribution and transportation of cannabis and cannabis products in a responsible manner to protect the health, safety, and welfare of the residents of the City of Oxnard and to enforce rules and regulations consistent with State law. It is the further purpose and intent of this article to require all commercial cannabis operators to obtain and renew annually a permit to operate within the City of Oxnard. Nothing in this article is intended to authorize the possession, use, or provision of cannabis for purposes that violate State or federal law. The provisions of this article are in addition to any other permits, licenses and approvals which may be required to conduct business in the city, and are in addition to any permits, licenses and approval required under State, city, or other law.

### SEC. 11-451. LEGAL AUTHORITY.

Pursuant to Sections 5 and 7 of Article XI of the California Constitution, the provisions of the Medicinal and Adult Use Cannabis Regulation and Safety Act (hereinafter “MAUCRSA”), any subsequent State legislation and/or regulations regarding same, the City of Oxnard is authorized to adopt ordinances that establish standards, requirements and regulations for the licensing and permitting of commercial cannabis activity. Any standards, requirements, and regulations regarding health and safety, security, and worker protections established by the State of California, or any of its departments or divisions, shall be the minimum standards applicable in the City of Oxnard to all commercial cannabis activity.

### SEC. 11-452. COMMERCIAL CANNABIS ACTIVITIES PROHIBITED UNLESS SPECIFICALLY AUTHORIZED BY THIS ARTICLE.

Except as specifically authorized in this article, the commercial cultivation, manufacturing, processing, storing, laboratory testing, labeling, sale, delivery, distribution or transportation (other than as provided under Cal. Bus. and Prof. Code, Section 26090(e)), of cannabis or cannabis product is expressly prohibited in the City of Oxnard.

#### SEC. 11-453. COMPLIANCE WITH STATE AND LOCAL LAWS.

It is the responsibility of the owners and operators of a commercial cannabis business to ensure that it is always operating in a manner compliant with all applicable State and local laws, and any regulations promulgated thereunder. Nothing in this article shall be construed as authorizing any actions that violate federal, State law or local law with respect to the operation of a commercial cannabis business. It shall be the responsibility of the owners and the operators of the commercial cannabis business to ensure that the commercial cannabis business is, at all times, operating in a manner compliant with all applicable federal, State and local laws, including the Medicinal and Adult Use Cannabis Regulation and Safety Act (“MAUCRSA”), and any subsequently enacted State law or regulatory, licensing, or certification requirements, and any specific, additional operating procedures or requirements which may be imposed as conditions of approval of the local commercial cannabis business permit. Nothing in this article shall be construed as authorizing any actions that violate federal or State law regarding the operation of a commercial cannabis business.

#### SEC. 11-454. DEFINITIONS.

When used in this article, the following words shall have the meanings ascribed to them as set forth herein. Any reference to California statutes includes any regulations promulgated thereunder and is deemed to include any successor or amended version of the referenced statute or regulatory provision.

(A) A-LICENSE - A State license issued by the Department of Cannabis Control (DCC) for cannabis or cannabis products that are intended for adults 21 years of age and over and who do not possess a valid State issued medical cannabis card.

(B) A-LICENSEE - Any Person holding a license for cannabis or cannabis products that are intended for adults 21 years of age and over and who do not possess a state issued medical cannabis card.

(C) APPLICANT - An owner applying for a commercial cannabis business permit pursuant to this article.

(D) BATCH - A specific quantity of homogeneous cannabis or cannabis product that is one of the following types:

(1) HARVEST BATCH - A specifically identified quantity of dried flower or trim, leaves, and other cannabis plant matter that is uniform in strain, harvested at the same time, and, if applicable, cultivated using the same pesticides and other agricultural chemicals and harvested at the same time.

(2) MANUFACTURED CANNABIS BATCH - Either of the following:

(a) An amount of cannabis concentrates or extract that is produced in one production cycle using the same extraction methods and standard operating procedures.

(b) An amount of a type of manufactured cannabis produced in one production cycle using the same formulation and standard operating procedures.

(E) CANNABIS - All parts of the Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. CANNABIS also means the separated resin, whether crude or purified, obtained from cannabis. CANNABIS does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this article, CANNABIS does not mean “industrial hemp” as defined by Cal. Health and Safety Code, Section 11018.5 or Cal. Food and Agricultural Code Section 81000.

(F) CANNABIS ACCESSORIES - The same meaning as in Cal. Health and Safety Code, Section 11018.2.

(G) CANNABIS CONCENTRATE - Cannabis that has undergone a process to concentrate one or more active cannabinoids, thereby increasing the product’s potency. Resin from granular trichomes from a cannabis plant is a concentrate for purposes of this article. A cannabis concentrate is not considered food, as defined by Cal. Health and Safety Code, Section 109935, or drug, as defined by Cal. Health and Safety Code, Section 109925.

(H) CANNABIS PRODUCT - A product containing cannabis, including, but not limited to, manufactured cannabis, - intended to be sold for use by cannabis patients in California pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at Cal. Health and Safety Code, Section 11362.5 (as the same may be amended from time-to-time) or pursuant to the Adult Use of Cannabis Act. For purposes of this article, “cannabis” does not include industrial hemp as defined by Cal. Food and Agricultural Code, Section 81000, or Cal. Health and Safety Code, Section 11018.5.

(I) CANNABIS PRODUCTS - The same meaning as in Cal. Health and Safety Code, Section 11018.1.

(J) CANNABIS WASTE - Any material intended for disposal that contains cannabis but is not otherwise considered a hazardous waste. Cannabis waste consisting solely of plant material shall be considered an organic waste as defined in Public Resources Code section 42649.8(d).

(K) CANOPY - The designated area(s) at a licensed premise, except nurseries that will contain mature plants at any point in time.

(1) CANOPY shall be calculated in square feet and measured using clearly identifiable boundaries of all areas(s) that will contain mature plants at any point in time, including all of the space(s) within the boundaries; and

(2) CANOPY may be non contiguous but each unique area included in the total canopy calculation shall be separated by an identifiable boundary which include, but are not limited to: interior walls, shelves, greenhouse walls, hoop house walls, garden benches, hedgerows, fencing, garden beds or garden plots; and



(3) If mature plants are being cultivated using a shelving system, the surface area of each level shall be included in the total CANOPY calculation.

(L) CAREGIVER or PRIMARY CAREGIVER - The same meaning as that term is defined in Cal. Health and Safety Code, Section 11362.7.

(M) CHILD RESISTANT - Designed or constructed to be significantly difficult for children under five years of age to open, and not difficult for normal adults to use properly.

(N) CITY - The City of Oxnard including the area within the territorial city limits of the city and such territory outside of the city over which the city council has jurisdiction or control by virtue of any provision of law.

(O) COMMERCIAL CANNABIS ACTIVITY - Includes the possession, manufacturing, distribution, cultivation, processing, storing, laboratory testing, packaging, labeling or transportation of cannabis and cannabis products as provided for in this division.

(P) COMMERCIAL CANNABIS BUSINESS - Any business or operation which engages in medicinal or adult-use commercial cannabis activity.

(Q) COMMERCIAL CANNABIS BUSINESS PERMIT - A regulatory permit required to be issued to a commercial cannabis business by the City of Oxnard prior to commercial cannabis activity being conducted. Such permit cannot be issued before a Certificate of Occupancy is granted for the location at which the commercial cannabis business will be located. The initial permit and annual renewal of a commercial cannabis business permit is made expressly contingent upon the business's ongoing compliance with all of the requirements of this article and any regulations adopted by the city governing the commercial cannabis activity at issue.

(R) CULTIVATION - Any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

(S) CULTIVATION SITE - A location where cannabis is planted, grown, harvested, dried, cured, graded, or trimmed, or a location where any combination of those activities occurs.

(T) CUSTOMER - A natural person 21 years of age or over, or a natural person 18 years of age or older who possesses a State issued medical cannabis identification card.

(U) DELIVERY - The commercial transfer of cannabis or cannabis products to a customer. DELIVERY also includes the use by a retailer of any technology platform owned and controlled by the retailer.

(V) DEPARTMENT OF CANNABIS CONTROL (DCC) - The lead State agency or successor agency responsible for regulating and licensing commercial medicinal and adult use cannabis in California, which is also responsible for licensing retailers, cultivators, distributors, testing laboratories, microbusinesses, and temporary cannabis events.

(W) DISTRIBUTION - The procurement, sale, and transport of cannabis and cannabis products between licensees.

(X) DISTRIBUTOR - A Person holding a valid commercial cannabis business permit for distribution issued by the City of Oxnard, and, a valid State license for distribution, required by

State law to engage in the business of purchasing cannabis from a licensed cultivator, or cannabis products from a license manufacturer, for sale to a licensed retailer.

(Y) **DRIED FLOWER** - All dead cannabis that has been harvested, dried, cured, or otherwise processed, excluding leaves and stems.

(Z) **EDIBLE CANNABIS PRODUCT** - Cannabis product that is intended to be used, orally, in whole or in part, for human consumption. For purposes, “edible cannabis product” includes cannabis products that dissolve or disintegrate in the mouth, but does not include any product otherwise defined as “cannabis concentrate.”

(AA) **FUND** - The Cannabis Control Fund established pursuant to Cal. Bus. and Prof. Code, Section 26210.

(BB) **GREENHOUSE** - A fully enclosed permanent structure that is clad in transparent material with climate control, such as heating and ventilation capabilities and supplemental artificial lighting, and that uses a combination of natural and supplemental lighting for cultivation.

(CC) **INDOOR CULTIVATION** - The cultivation of cannabis within a permanent structure using exclusively artificial light.

(DD) **KIND** - Applicable type or designation regarding a particular cannabis variant or cannabis product type, including, but not limited to, strain name or other grower trademark, or growing area designation.

(EE) **LABELING** - Any label or other written, printed, or graphic matter upon a cannabis product, upon its container.

(FF) **LICENSE** - A State license issued by the State and includes both an A-license and an M-license, as well as a testing laboratory license.

(GG) **LICENSEE** - Any person holding a license under this article, regardless of whether the license held is an A-license or an M-license, and includes the holder of a testing laboratory license.

(HH) **LICENSING AUTHORITY** - The City of Oxnard and/or State agency responsible for the issuance, renewal, or reinstatement of the license, or the City of Oxnard and/or State agency authorized to take disciplinary action against the licensee.

(II) **LIMITED-ACCESS AREA** - An area in which cannabis is stored or held and is only accessible to a licensee or permittee and authorized personnel.

(JJ) **LIVE PLANTS** - Living cannabis flowers and plants, including seeds, immature plants, and vegetative stage plants.

(KK) **LOCAL JURISDICTION** - A city, county or city and county.

(LL) **LOCAL EQUITY APPLICANT** - Applicant with at least 40% local ownership in the aggregate. Ownership shall not fall below 40% at any time and for the life of the commercial cannabis business permit issued by the city. If an applicant does not obtain a commercial

cannabis business permit based upon the local equity status, then that applicant shall not be deemed a local equity applicant.

(MM) **LOCAL OWNERSHIP** - Ownership interest(s) held by one or more natural persons who are a resident within the city's corporate boundaries as of the date the application is submitted and who maintain local residency at all times while their ownership interest(s) are used for qualifying as a local equity applicant for one or more commercial cannabis business permits. A minimum of 40% of cannabis ownership (in the aggregate) is required to be composed of residents of the City of Oxnard for the duration of the commercial cannabis business permit issued to the Local Equity Applicant. Factors used to determine local residency shall include (as applicable) but are not limited to the following: ownership or rental of dwelling unit within the city's corporate boundaries that is the primary residence; California driver's license with a residential address within the city's corporate boundaries that is the primary residence; voter registration at a residential address within the city's corporate boundaries that is the primary residence; residential address within the city's corporate boundaries used for filing State and federal income tax returns that is the primary residence; and the natural person does not have a homestead exemption in any jurisdiction other than within the city's corporate boundaries. Local ownership is subject to ongoing verification under penalty of perjury. Failure to maintain a minimum of 40% local ownership is grounds for revocation of the commercial cannabis business permit..

(NN) **LOT** - A batch or a specifically identified portion of a batch.

(OO) **M-LICENSE** - A State license issued by the State for commercial cannabis activity involving medicinal cannabis.

(PP) **M-LICENSEE** - Any Person holding a license by the State for commercial cannabis activity involving medicinal cannabis.

(QQ) **MANUFACTURE** - To compound, blend, extract, infuse, or otherwise make or prepare a cannabis product.

(RR) **MANUFACTURED CANNABIS** - Raw cannabis that has undergone a process whereby the raw agricultural product has been transformed into a concentrate, extraction or other manufactured product intended for internal consumption through inhalation or oral ingestion or for topical application.

(SS) **MANUFACTURER** - A licensee that conducts the production, preparation, propagation, or compounding of cannabis or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages cannabis or cannabis products or labels or container.

(TT) **MANUFACTURING SITE** - A location that produces, prepares, propagates, or compounds cannabis or cannabis products, directly or indirectly, by extraction methods, independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis, and is owned and operated by a person issued a valid commercial cannabis business permit for manufacturing from the City of Oxnard and, a valid State license as required for manufacturing of cannabis products.

(UU) **MEDICINAL CANNABIS** or **MEDICINAL CANNABIS PRODUCT** - Cannabis or a cannabis product, respectively, intended to be sold for use pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at Cal. Health and Safety Code, Section 11362.5, by a medicinal cannabis patient in California.

(VV) **MIXED-LIGHT CULTIVATION** - The cultivation of cannabis in a greenhouse, glasshouse, conservatory, hothouse, or other similar structure using light deprivation and/or one of the artificial lighting models, excluding hoop structures.

(WW) **NONVOLATILE SOLVENT** - Any solvent used in the extraction process that is not a volatile solvent. For purposes of this article, a nonvolatile solvent includes carbon dioxide (CO<sub>2</sub>) used for extraction and ethanol used for extraction or post-extraction processing.

(XX) **NURSERY** - A licensee that produces only clones, immature plants, seeds, and other agricultural products used specifically, for the propagation and cultivation of cannabis.

(YY) **OPERATION** - Any act for which a license is required under the provisions of this article, or any commercial transfer of cannabis or cannabis products.

(ZZ) **OUTDOOR CULTIVATION** - The cultivation of cannabis, outside of a structure, without the use of artificial lighting in the canopy area at any point in time. Cultivation within a hoop structure is considered outdoor cultivation.

(AAA) **OWNER** - Any of the following:

(1) An individual with an ownership interest in the Person with the commercial cannabis business permit or a licensee, unless the interest is solely a security, lien, or encumbrance.

(2) The manager of a nonprofit or other entity.

(3) A member of the board of directors.

(4) An individual who will be participating in the direction, control, or management of the business, or who has a financial interest in the business other than a fixed lease of real property.

(BBB) **PACKAGE** - Any container or receptacle used for holding cannabis or cannabis products.

(CCC) **PATIENT** or **QUALIFIED PATIENT** - The same definition as Cal. Health and Safety Code, Sections 11362.7 et seq., as it may be amended, and which means a person who is entitled to the protections of Cal. Health and Safety Code, Section 11362.5.10.

(DDD) **PERSON** - Includes any individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business, business trust, receiver, syndicate, or any other group or combination acting as a unit, and the plural as well as the singular.

(EEE) **PERSON WITH AN IDENTIFICATION CARD** - The meaning given that term by Cal. Health and Safety Code, Section 11362.7.

(FFF) **PREMISES** - The designated structure or structures and land specified in the application that is owned, leased, or otherwise held under the control of the applicant or licensee

where the commercial cannabis activity will be or is conducted. The premises shall be a contiguous area and shall only be occupied by one licensee unless the operator is granted a M-license and an A-license for the same type of activity and such operation is lawful under State and local laws, rules and regulations.

(GGG) **PROCESSING** - A cultivation site that conducts only trimming, drying, curing, grading, packaging, or labeling of cannabis and non manufactured cannabis products.

(HHH) **PURCHASER** - The customer who is engaged in a transaction with a licensee for purposes of obtaining cannabis or cannabis products.

(III) **RETAILER** - A commercial cannabis business facility where cannabis, cannabis products, or devices for the use of cannabis or cannabis products are offered for retail sale by an operator who holds both a valid commercial cannabis business permit from the City of Oxnard, and a valid State license as required by State law to operate as a retailer.

(JJJ) **SELL, SALE, and TO SELL** - Include any transaction whereby, for any consideration, title to cannabis or cannabis products are transferred from one Person to another, and includes the delivery of cannabis or cannabis products pursuant to an order placed for the purchase of the same and soliciting or receiving an order for the same, but does not include the return of cannabis or cannabis products by a licensee to the licensee from whom the cannabis or cannabis product was purchased.

(KKK) **STATE LICENSE** - A permit or license issued by the State of California, or one of its departments or divisions, under MAUCRSA and any subsequent State of California legislation regarding the same to engage in commercial cannabis activity.

(LLL) **TESTING LABORATORY** - A laboratory, facility, or entity in the State that offers or performs tests of cannabis or cannabis products and that is both of the following:

(1) Accredited by an accrediting body that is independent from all other persons involved in commercial cannabis activity in the State.

(2) Licensed by the State of California.

(MMM) **TOPICAL CANNABIS** - A product intended for external application and/or absorption through the skin. A topical cannabis product is not considered a drug as defined by Cal. Health and Safety Code, Section 109925.

(NNN) **TRANSPORT** - The transfer of cannabis products from the permitted business location of one licensee to the permitted business location of another licensee, for the purposes of conducting commercial cannabis activity authorized by MAUCRSA which may be amended or repealed by any subsequent State of California legislation regarding the same.

(OOO) **UNIQUE IDENTIFIER** - An alphanumeric code or designation used for reference to a specific plant on a licensed premises and any cannabis or cannabis product derived or manufactured from that plant.

(PPP) **VOLATILE SOLVENT** - Any solvent that is or produces a flammable gas or vapor that, when present in the air in sufficient quantities, will create explosive or ignitable mixtures.

Examples of VOLATILE SOLVENTS include, but are not limited to, butane, hexane, and propane.

(QQQ) YOUTH CENTER - Any public or private facility that is primarily used to host recreation or social activities for minors, including, but not limited to, private youth membership organizations or clubs, social service teenage club facilities, video arcades where ten or more video games or game machines or devices are operated, and where minors are legally permitted to conduct business, or similar amusement park facilities. It shall also include a park, playground or recreational area specifically designed to be used by children which has play equipment installed, including public grounds designed for athletic activities such as baseball, softball, soccer, or basketball or any similar facility located on a public or private school grounds, or on city, county or State parks. This definition shall not include any private martial arts, yoga, ballet, music, art studio or similar studio of this nature nor shall it include any private gym, athletic training facility, pizza parlor, dentist office, doctor's office primarily serving children or a location which is primarily utilized as an administrative office or facility for youth programs or organizations.

#### SEC. 11-455. CANNABIS EMPLOYEE PERMIT REQUIRED.

(A) Any person who is an employee or who otherwise works within a commercial cannabis business must be legally authorized to do so under applicable State law.

(B) Any person who is an employee or who otherwise works, manages or is an Owner of a commercial cannabis business must obtain a commercial cannabis employee work permit from the city.

(C) Applications for a commercial cannabis employee work permit shall be developed, made available, and processed by the city manager or his or her designee(s), and shall include, but not be limited to, the following information:

- (1) Name, address, and phone number of the applicant;
- (2) Age and verification of applicant. A copy of a birth certificate, driver's license, government issued identification card, passport or other proof that the applicant is at least 21 years of age must be submitted with the application;
- (3) Name, address of the commercial cannabis business and the name of the primary manager of that business;
- (4) A list of any crimes enumerated in Cal. Bus. and Prof. Code, Section 26057(b)(4) for which the applicant or employee has been convicted;
- (5) The application shall be accompanied by fingerprints and a recent photograph of the applicant in a form and manner as required by the city manager or his or her designee(s);
- (6) A signed statement under penalty of perjury that the information provided is true and correct;
- (7) If applicable, verification that the applicant is a qualified patient or primary caregiver;

(8) A fee paid in an amount set by resolution of the city council in an amount necessary to cover the costs of administering the employee work permit programs. The fee is non-refundable and shall not be returned in the event the work permit is denied or revoked.

(D) (1) The applicable city department head or his or her designee(s) shall review the application for completeness, shall conduct a background check to determine whether the applicant was convicted of a crime or left a previous employer for reasons that show the applicant:

(a) Has been convicted of a crime involving dishonesty, fraud or deceit, including but not limited to fraud, forgery, theft, or embezzlement as those offenses are defined in Cal. Penal Code, Sections 186.11, 470, 484, and 504a; or

(b) Has committed a felony or misdemeanor involving fraud, deceit, embezzlement; or

(c) Was convicted of a violent felony, a crime of moral turpitude; or

(d) The illegal use, possession, transportation, distribution or similar activities related to controlled substances, as defined in the Federal Controlled Substances Act, except for cannabis related offenses for which the conviction occurred after the passage of the Compassionate Use Act of 1996.

(2) Discovery of these facts showing that the applicant is dishonest or has been convicted of the requisite crimes are grounds for denial of the permit. Where the applicant's sentence (including any term of probation, incarceration, or supervised release) for possession of, possession for sale, sale, manufacture, transportation, or cultivation of a controlled substance is completed, such underlying conviction shall not be the sole ground for denial of a commercial cannabis work permit. Furthermore, an applicant shall not be denied a permit if the denial is based solely on any of the following: (i) a conviction for any crime listed in subsection (D)(1)(d) above for which the applicant has obtained a certificate of rehabilitation pursuant to Cal. Penal Code, Chapter 3.5 (commencing with Section 4852.01) of Title 6 of Part 3, or (ii) a conviction that was subsequently dismissed pursuant to Cal. Penal Code, Sections 1203.4, 1203.4a, or 1203.41 or any other provision of State law allowing for dismissal of a conviction.

(E) The applicable department head or his or her designee(s) shall issue the commercial cannabis employee permit or a written denial to the applicant within 30 days of the date the application was deemed complete. In the event the cannabis employee work permit cannot be issued within this time period, then the city manager or his or her designee(s) may issue a temporary work permit for an employee upon completing a preliminary background check and if the business can demonstrate to the city manager or his or her designee(s) that the employee is necessary for the operation of the business. The temporary permit may be immediately revoked by the city manager or his or her designee(s) upon determination that the applicant has failed the background check or upon the issuance of the permanent work permit.

(F) An employee work permit shall be valid for a 36-month period and must be renewed every three years. Renewal applications shall contain all the information required in subsection (C) above including the payment of a renewal application fee in an amount to be set by resolution of the city council.



(G) In the event a person changes employment from one commercial cannabis business in the city to another, the work permit holder shall notify the applicable department head or his or her designee(s) in writing of the change within ten days, or the work permit shall be suspended or revoked, and such person shall not be permitted to work at any commercial cannabis business in the city.

(H) The city may immediately revoke the commercial cannabis employee permit should the permit holder be convicted of a crime listed in subsection (D) above or if facts become known to the city that the permit holder has engaged in activities showing that he or she has been convicted of a crime involving dishonesty.

(I) The city manager or his or her designee(s) is hereby authorized to promulgate all regulations necessary to implement the work permit process and requirements.

(J) The applicant may appeal the denial or revocation of a commercial cannabis employee permit by filing a notice of appeal with the city clerk within ten days of the date the applicant received the notice of denial. The city manager or his or her designee shall hear such appeal and his or her decision shall be final and not subject to further appeals.

(K) The applicable city department head or his or her designee(s) shall issue a permit in the form of a personal identification card that can be worn in a prominent and visible location. The identification card shall be maintained in good and readable condition at all times.

#### SEC. 11-456. MAXIMUM NUMBER AND TYPE OF AUTHORIZED COMMERCIAL CANNABIS BUSINESSES PERMITTED.

(A) The number of each type of commercial cannabis business that shall be permitted to operate in the city at any one time shall be as follows:

(1) Cannabis manufacturing - Maximum of eight (8) at any one time, with up to three permits issued to local equity applicants.

(2) Cannabis testing lab - Maximum of one (1) at any one time.

(3) Cannabis distributor - Maximum of three (3) at any one time, with up to three permits issued to local equity applicants.

(4) Cannabis retail - Maximum of sixteen (16) at any one time, with up to three permits issued to local equity applicants.

(5) Cannabis cultivation - Maximum of five (5) at any one time.

(B) This section is only intended to create a maximum number of commercial cannabis businesses that may be issued permits to operate in the city under each category. Nothing in this article creates a mandate that the city council must issue any or all of the commercial cannabis business permits.

(C) Each year following the city manager's initial award of commercial cannabis business permits, if any, or at any time at the city council's discretion, the city council may reassess the

number of commercial cannabis business permits which are authorized for issuance. The city council at its discretion, may determine that the number of commercial cannabis business permits should remain the same, or be expanded.

#### SEC. 11-457. COMMERCIAL CANNABIS BUSINESS PERMIT; APPLICATION PROCEDURE.

(A) The city manager or his or her designee shall adopt the procedures to govern the application process, and the manner in which the decision will ultimately be made regarding the issuance of any commercial cannabis business permit(s), which shall include or require the city manager to provide detailed objective review criteria to be evaluated on a point system or equivalent quantitative evaluation scale tied to each set of review criteria (“review criteria”). The city manager or his or her designee(s) shall be authorized to prepare the necessary forms, adopt any necessary rules to the application, regulations and processes, solicit applications, and conduct initial evaluations of the applicants.

(B) At the time of filing, each applicant shall pay an application fee established by resolution of the city council, to cover all costs incurred by the city in the application process.

(C) After the initial review, ranking, and scoring under the review criteria, the city manager or his or her designee(s) will make a final determination in accordance with this section and shall either deny or approve the final candidates and shall select the top candidates in each category of the commercial cannabis businesses. Notwithstanding anything in this article to the contrary, the city manager’s decision as to the selection of the prevailing candidates shall be final and shall not be subject to appeal.

(D) Official issuance of the commercial cannabis business permit(s) is conditioned upon the prevailing candidate(s) obtaining all required land use approvals and completing to the city’s satisfaction all conditions of approval required for the site to be issued a certificate of occupancy and commercial cannabis business permit.. Following the city manager’s selection of the Person who shall be issued a commercial cannabis business permit, the prevailing candidate(s) shall apply to the city’s community development department to obtain required land use approvals or entitlements pursuant to Section 16-163. A special use permit (SUP) or a development design review (DDR) permit shall be required prior to the issuance of building permits. The SUP and DDR shall expire one year after issuance if the applicant has not diligently pursued obtaining the necessary building permits and complying with the conditions of approval needed for the business to open at the approved location. The permittee’s location and use approvals shall include compliance with all applicable provisions of the California Environmental Quality Act. The community development director shall formally issue the commercial cannabis business permit(s) once the community development director or his or her designee(s) affirms that all of the required land use approvals have been obtained and all required conditions of approval have been complied with.

(E) Issuance of a commercial cannabis business permit does not create a land use entitlement. The commercial cannabis business permit shall only be for a term of 12 months and shall expire at the end of the 12- month period unless it is renewed as provided herein. Furthermore, no permittee may begin operations, notwithstanding the issuance of a commercial cannabis business

permit, unless all of the State and local laws and regulations, including but not limited to the requirements of this article and of the permit, have been complied with.

(F) Notwithstanding anything in this article to the contrary, the city manager reserves the right to reject any or all applications if the city manager determines it would be in the best interest of the city, taking into account any health, safety and welfare impacts on the community. Applicants shall have no right to a commercial cannabis business permit until a permit is actually issued, and then only for the duration of the permit's term. Each applicant assumes the risk that, at any time prior to the issuance of a permit, the city council may terminate or delay the program created under this article.

(G) If an application is denied, a new application may not be filed for one year from the date of the denial.

(H) Each Person granted a commercial cannabis business permit shall be required to pay the permit fee established by resolution of the city council, to cover the costs of administering the commercial cannabis business permit program created in this article.

(I) Preservation of rights. The city reserves the right to reject any or all applications. Prior to permit issuance by the city council, the city may also modify, postpone, or cancel any request for applications, or the entire program under this article, at any time without liability, obligation, or commitment to any party, firm, or organization, to the extent permitted under State law. Persons submitting applications assume the risk that all or any part of the program, or any particular category of permit potentially authorized under this article, may be canceled at any time prior to permit issuance. The city further reserves the right to request and obtain additional information from any candidate submitting an application. In addition to possible rejection for failure to comply with other requirements in this article, an applicant also risks being rejected for any of the following reasons:

- (1) Proposal received after designated time and date.
- (2) Proposal not containing the required elements, exhibits, nor organized in the required format.
- (3) Proposal considered not fully responsive to the request for permit application.

#### **SEC. 11-458. PERSONS PROHIBITED FROM HOLDING A LICENSE OR EMPLOYEE WORK PERMIT.**

Any person who has been issued any of the following actions or notices for non-compliance, shall be prohibited from holding a commercial cannabis business permit in the city, with such actions or notices also grounds for denial of a commercial cannabis business permit:

(A) The applicant has been denied a license or has had a license suspended or revoked by any city, county, city and county or any other State cannabis licensing authority;

(B) The applicant was notified that they were conducting commercial cannabis activity in non-compliance with this chapter 11 or other City of Oxnard ordinances, codes or requirements in which they failed to discontinue operating in a timely manner;

(C) Evidence that the applicant was in non-compliance of properly paying federal, State or local taxes and/or fees when notified by the appropriate agencies;

(D) The applicant was conducting commercial cannabis activity in the city in violation of local and State law.

#### SEC. 11-459. EXPIRATION OF COMMERCIAL CANNABIS BUSINESS PERMITS.

Each commercial cannabis business permit issued pursuant to this article shall expire 12 months after the date of its issuance. Commercial cannabis business permits may be renewed as provided in section 11-461.

#### SEC. 11-460. REVOCATION OF PERMITS.

Commercial cannabis business permits may be revoked for any violation of any law and/or any rule, regulation and/or standard adopted pursuant to any policy, procedure or regulation in this article.

#### SEC. 11-461. RENEWAL OF COMMERCIAL CANNABIS BUSINESS PERMITS.

(A) An application for renewal of a commercial cannabis business permit shall be filed at least 60 calendar days prior to the expiration date of the current permit.

(B) The renewal application shall contain the current owner and employee information, copy of the owner's State license, the city business tax certificate, and such other information as required by the city.

(C) The applicant shall pay a regulatory compliance fee in an amount set by city council resolution. The regulatory compliance fee shall not exceed the reasonable cost incurred by the city to administer the program created by this article. The applicant shall pay this annual fee, at the time of renewal, on a yearly basis.

(D) An application for renewal of a commercial cannabis business permit may be rejected if any of the following exists:

(1) The application is filed less than 60 days before its expiration.

(2) The commercial cannabis business permit is suspended or revoked at the time of the application.

(3) The commercial cannabis business has not been in regular and continuous operation in the four months prior to the renewal application.

(4) The commercial cannabis business has failed to conform to the requirements of this article, or of any regulations adopted pursuant to this article.

(5) The permittee fails or is unable to renew its State of California license.

(6) If the city or State has determined, based on substantial evidence, that the permittee or applicant is in violation of the requirements of this article, of the city ordinance, or of the State rules and regulations, and the city or State has determined that the violation is grounds for termination or revocation of the commercial cannabis business permit.

(E) The city manager or his or her designee(s) is authorized to make all decisions concerning the issuance of a renewal permit. In making the decision, the city manager or his or her designee(s) is authorized to impose additional conditions to a renewal permit, if it is determined to be necessary to ensure compliance with State or local laws and regulations or to preserve the public health, safety or welfare. Appeals from the decision of the city manager or his or her designee(s) shall be handled pursuant to Sections 11-464 to 11-465.

(F) If a renewal application is rejected, a Person may file a new application pursuant to this article no sooner than one year from the date of the rejection.

#### SEC. 11-462. EFFECT OF STATE LICENSE SUSPENSION, REVOCATION, OR TERMINATION.

Suspension of a license issued by the State, or by any of its departments or divisions, shall immediately suspend the ability of a commercial cannabis business to operate within the city, until the State, or its respective department or division, reinstates or reissues the State license. Should the State, or any of its departments or divisions, revoke or terminate the license of a commercial cannabis business, such revocation or termination shall also revoke or terminate the ability of a commercial cannabis business to operate within the City of Oxnard.

#### SEC. 11-463. APPEALS.

Unless specifically provided elsewhere to the contrary, whenever an appeal is specifically provided for in this article, the appeal shall be conducted as prescribed in this article.

#### SEC. 11-464. APPEAL OF DECISION OF CITY MANAGER OR PLANNING COMMISSION.

(A) Within ten calendar days after the date of a decision of the city manager or his or her designee(s) to revoke, or suspend, or to add conditions to a permit, an aggrieved party may appeal such action by filing a written appeal with the city clerk setting forth the reasons why the decision was not proper.

(B) Within eighteen calendar days after the date of a decision of the planning commission to approve a special use permit pursuant to this article, an aggrieved party may appeal such action by filing a written appeal with the city clerk setting forth the reasons why the decision was not proper.

(C) At the time of filing, the appellant shall pay the designated appeal fee in an amount, established by resolution of the city council.

(D) Appeals shall be conducted in accordance with Section 16-465.

#### SEC. 11-465. APPEAL HEARING.

(A) Upon receipt of the written appeal pursuant to Section 11-464, the city clerk shall set the matter for a hearing before the city council. The city council shall hear the matter de novo and shall conduct the hearing pursuant to the procedures set forth by the city.

(B) The appeal shall be held within a reasonable time after the filing the appeal, but in no event later than 90 days from the date of such filing. The city shall notify the appellant of the time and location at least ten days prior to the date of the hearing.

(C) At the hearing, the appellant may present any information they deem relevant to the decision appealed. The formal rules of evidence and procedure applicable in a court of law shall not apply to the hearing. The decision of the city council shall be final.

#### SEC. 11-466. APPEAL OF DECISION OF COMMUNITY DEVELOPMENT DIRECTOR.

(A) Within ten calendar days after the date of a decision of the community developer director pursuant to this article, an aggrieved party may appeal such action by filing a written appeal with the city clerk setting forth the reasons why the decision was not proper. At the time of filing, the appellant shall pay the designated appeal fee, established by resolution of the city council.

(B) Upon receipt of the written appeal pursuant to subsection (A), the city clerk shall set the matter for a hearing before the planning commission. The planning commission shall hear the matter de novo and shall conduct the hearing pursuant to the procedures set forth by the city. The appeal shall be held within a reasonable time after filing the appeal, but in no event later than 90 days from the date of such filing. The city shall notify the appellant of the time and location at least ten days prior to the date of the hearing.

(C) At the hearing, the appellant may present any information they deem relevant to the decision appealed. The formal rules of evidence and procedure applicable in a court of law shall not apply to the hearing. The decision of the planning commission shall be final.

#### SEC. 11-467. CHANGE IN LOCATION; UPDATED REGISTRATION FORM.

Any time the location of a commercial cannabis business or retailer specified in the regulatory permit is proposed to be changed, the applicant shall be required to first secure a new commercial cannabis business permit, and discretionary land use permit for the new location before moving to that location, with such approvals subject to terminating the commercial cannabis business permit at the existing location so there is no net increase in the number of cannabis business permits issued within the city. The process and the fees shall be the same as for a new facility and in accordance with the regulations specified in this article. No proposed

change in location shall be considered until such time as the original location has first been opened for business for a minimum of one year consistent with the requirement of the city's regulations.

**SEC. 11-468. TRANSFER OF CANNABIS BUSINESS PERMIT.**

(A) The holder of a cannabis business permit shall not transfer ownership or control of the permit to another person unless and until the transferee obtains an amendment to the permit from the city manager or his or her designee stating that the transferee is now the permittee. Such an amendment may be obtained only if the transferee files an application with the city manager or his or her designee in accordance with all provisions of this article (as though the transferee were applying for an original cannabis business permit) accompanied by a transfer fee in an amount set by resolution of the city council (or if not set, shall be the same amount as the application fee), and the city manager or his or her designee determines, after hearing, in accordance with this section that the transferee passed the background check required for permittees and meets all other requirements of this article. The decision of the city manager is final. For the purposes of this subsection (A) "control" shall be deemed to be the aggregate transfer of 40% or more of the ownership of the permit.

(B) Commercial cannabis business permits issued through the grant of a transfer by the city manager or his or her designee shall be valid for a period of one year beginning on the day the city manager or his or her designee approves the transfer of the permit. Before the transferee's permit expires, the transferee shall apply for a renewal permit in the manner required by this article.

(C) Changes in ownership of a permittee business structure or a substantial change in the ownership of a permittee business entity (i.e changes that result in a cumulative change of more than 40% of the original ownership) must be approved by the city manager or his or her designee through the transfer process contained in subsection (A). Failure to comply with this provision is grounds for permit revocation.

(D) A permittee may change the form of business entity without applying to the city manager or his or her designee for a transfer of permit, provided that the membership of the new business entity is substantially similar to original permit holder business entity (at least 60% of the membership is identical). The permit holder shall notify the city manager in writing of the change within ten days of the change. Failure to comply with this provision is grounds for permit revocation.

(E) No commercial cannabis business permit may be transferred when the city manager or his or her designee has notified the permittee that the permit has been or may be suspended or revoked.

(F) Any attempt to transfer a commercial cannabis business permit either directly or indirectly in violation of this section is hereby declared void, and such a purported transfer shall be deemed a ground for revocation of the permit.



(G) Notwithstanding any language in this section to the contrary, no transfer of a local equity ownership interest in a business that obtained its commercial cannabis business permit as a local equity applicant shall be allowed if such proposed transfer would reduce the local equity interest in the commercial cannabis business to a level below that required for a local equity applicant.

#### SEC. 11-469. CITY BUSINESS TAX CERTIFICATE.

Prior to commencing operations, a commercial cannabis business shall obtain a City of Oxnard business tax certificate, pursuant to article I.

#### SEC. 11-470. BUILDING PERMITS AND INSPECTION.

Prior to commencing operations, a commercial cannabis business shall be subject to a mandatory building inspection and must obtain all required permits and approvals which would otherwise be required for any business of the same size and intensity operating in that zone. This includes but is not limited to obtaining any required building permit(s), the fire department approvals, health department approvals and other zoning and discretionary land use permit(s) and approvals.

#### SEC. 11-471. CERTIFICATION FROM THE COMMUNITY DEVELOPMENT DIRECTOR.

Prior to submittal of a commercial cannabis business permit, the applicant shall obtain a zoning clearance (ZC) and zoning verification letter (ZVL) from the community development director or his or her designee(s) certifying that the business is located on a site that meets all of the requirements of chapter 16 and this article. A fee shall be established by city council resolution for submittal and processing of this certification.

#### SEC. 11-472. RIGHT TO OCCUPY AND TO USE PROPERTY.

(A) As a condition precedent to the city's issuance of a commercial cannabis business permit pursuant to this article, any Person intending to open and to operate a commercial cannabis business shall provide sufficient evidence of the legal right to occupy and to use the proposed location. In the event the proposed location will be leased from the property owner, the applicant shall be required to provide a signed and notarized statement from the owner of the property acknowledging that the property owner has read this article and consents to the operation of the commercial cannabis business on the owner's property.

(B) The lease, sublease or other agreement to occupy the property must be at fair market value and not have any terms or conditions for the permittee to pay the property owner, commercial broker, or any third party a percentage of gross receipts, royalties, equity, or other unreasonable compensation as determined by the city. In addition, all leases, subleases, or other agreements must be based on a monthly rate.

#### SEC. 11-473. LOCATION AND DESIGN OF CANNABIS BUSINESSES.

Specific types of commercial cannabis businesses are subject to the following zoning and locational requirements:

(A) All cannabis manufacturing, testing, and distribution businesses have been conceptually identified on land use maps, with actual siting subject to land use siting criteria and buffer requirements stipulated in this article. Manufacturing, testing, and distribution facilities are conceptually permitted on property zoned limited manufacturing (ML), light manufacturing (M1), heavy industrial (M2), and business and research park (BRP), as well as auto sales and service, business park, and commercial manufacturing zones within the Rose Santa Clara Corridor Specific Plan. Manufacturing, testing, and/or distribution facilities may also be located in the following specific plan areas subject to relevant specific plan requirements: Northeast Community Specific Plan, Sakioka Farms, Camino Real Business Park, McInnes Ranch Business Park Specific Plan, and Northfield Seagate Business Park Specific Plan.

(B) Cultivation is conceptually permitted on property zoned limited manufacturing (ML), light manufacturing (M1), heavy industrial (M2), and business and research park (BRP). Cultivation may also be located in the following areas subject to relevant specific plan requirements: Sakioka Farms Business Park Specific Plan; McInnes Ranch Business Park Specific Plan; Arcturus Ave.; Northfield & Seagate Business Park Specific Plan; Channel Island Business Center; and Statham Business Park.

(C) All cannabis retail dispensary businesses have been conceptually identified on land use maps, with actual siting subject to land use siting criteria and buffer requirements as stipulated in this subsection (C). Retailers are conceptually permitted in property zoned neighborhood shopping center (C-1), neighborhood shopping center planned development (C-1-PD), general commercial (C-2), general commercial planned development (C-2-PD), coastal neighborhood commercial (CNC), and commercial planned development (CPD), business park, retail commercial, and commercial manufacturing zones within the Rose Santa Clara Corridor Specific Plan. Retail dispensaries may also be located in the following specific plan areas subject to relevant specific plan requirements: RiverPark - commercial office, commercial convention, and commercial regional, Sakioka Farms, and Camino Real Business Park.

(D) Compliance with any specific plan requirements.

(E) The property on which any commercial cannabis business is located must also meet all of the following distance requirements:

(1) It shall be no closer than 600 feet of any of the following:

(a) Any school providing instruction in kindergarten or any grades 1 through 12, whether public, private, or charter, including pre-school, transitional kindergarten, and K-12.

(b) A commercial daycare center licensed by the city or county that is in existence at the time the license is issued, unless the State licensing authority or the city specifies a different radius.

(c) A youth center that is in existence at the time the license is issued, unless the State licensing authority or the city specifies a different radius.

(2) The distance specified in this subsection shall be the horizontal distance measured in a straight line from the property line of the identified use to the closest property line of the lot on which the cannabis use is located without regard to intervening structures.

(F) Each proposed commercial cannabis business use shall:

(1) Conform with the city's general plan, any applicable specific plans, master plans, and design requirements.

(2) Comply with all applicable zoning, and specific plan requirements, and related development standards.

(3) Be constructed in a manner that minimizes odors to surrounding uses, and promotes quality design and construction, and consistency with the surrounding properties.

(4) Be adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping and all items required for the development.

(5) Be served by highways adequate in width and improved as necessary to carry the kind and quantity of traffic such use will generate.

(6) Be provided with adequate electricity, sewerage, disposal, water, fire protection (sprinkler and alarm; retrofit when determined necessary by the fire marshal) and storm drainage facilities for the intended purpose.

#### SEC. 11-474. LIMITATIONS ON CITY'S LIABILITY.

To the fullest extent permitted by law, the City of Oxnard shall not assume any liability whatsoever with respect to having issued a commercial cannabis business permit pursuant to this article or otherwise approving the operation of any commercial cannabis business. As a condition to the approval of any commercial cannabis business permit, the applicant shall be required to meet all of the following conditions before they can receive the commercial cannabis business permit:

(A) They must execute an agreement, in a form approved by the city attorney, agreeing to indemnify, defend (at applicant's sole cost and expense), and hold the City of Oxnard and its officers, officials, employees, representatives, and agents harmless, from any and all claims, losses, damages, injuries, liabilities or losses which arise out of, or which are in any way related to the city's issuance of the commercial cannabis business permit, the city's decision to approve the operation of the commercial cannabis business or activity, the process used by the city in making its decision, or the alleged violation of any federal, State or local laws by the commercial cannabis business or any of its officers, employees or agents.

(B) Maintain insurance at coverage limits, and with conditions thereon determined necessary and appropriate from time to time by the city manager.

(C) Reimburse the City of Oxnard for all costs and expenses, including but not limited to legal fees and costs and court costs, which the City of Oxnard may be required to pay as a result of any legal challenge related to the city's approval of the applicant's commercial cannabis business permit, or related to the city's approval of a commercial cannabis activity. The City of Oxnard may, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve any of the obligations imposed hereunder.

#### SEC. 11-475. CANNABIS DELIVERY FROM OUTSIDE THE CITY.

(A) Cannabis delivery from outside the city is only allowed from state licensed operators who meets the following requirements:

- (1) First obtain an Oxnard Business Tax Certificate;
- (2) Provide the City with a copy of the State license issued by the Department of Cannabis Control that authorizes such deliveries; and
- (3) During delivery into the city, the delivery driver from the state licensed operator displays the following information in each delivery vehicle at all times:
  - (a) A copy of a City of Oxnard Business Tax Certificate.
  - (b) A copy of a State license issued by the Department of Cannabis Control.

(B) Cannabis deliveries from within the city are only allowed from city licensed commercial cannabis retailers.

#### SEC. 11-476. RECORDS AND RECORDKEEPING.

(A) Each owner and operator of a commercial cannabis business shall maintain accurate books and records in an electronic format, detailing all of the revenues and expenses of the business, and all of its assets and liabilities. On no less than an annual basis (at or before the time of the renewal of a commercial cannabis business permit issued pursuant to this article), or at any time upon reasonable request of the city, each commercial cannabis business shall file a sworn statement detailing the number of sales by the commercial cannabis business during the previous 12-month period (or shorter period based upon the timing of the request), provided on a per-month basis. The statement shall also include gross sales for each month, and all applicable taxes paid or due to be paid. On an annual basis, each owner and operator shall submit to the city a financial audit of the business's operations conducted by an independent certified public accountant. Each permittee shall be subject to a regulatory compliance review and financial audit as determined by the city manager or his or her designee(s).

(B) Each owner and operator of a commercial cannabis business shall maintain a current register of the names and the contact information (including the name, address, and telephone number) of anyone owning or holding an interest in the commercial cannabis business, and separately of all the officers, managers, employees, agents and volunteers currently employed or otherwise engaged by the commercial cannabis business. The register required by this paragraph shall be provided to the city manager or his or her designee(s) upon a reasonable request.

(C) All commercial cannabis businesses shall maintain an inventory control and reporting system that accurately documents the present location, amounts, and descriptions of all cannabis

and cannabis products for all stages of the growing and production or manufacturing, laboratory testing and distribution processes until purchase as set forth MAUCRSA.

(D) Each commercial cannabis business shall allow the city to have access to the businesses books, records, accounts, together with any other data or documents relevant to its permitted commercial cannabis activities, for the purpose of conducting an audit or examination. Books, records, accounts, and any and all relevant data or documents will be produced no later than 24 hours after receipt of the city's request, unless otherwise stipulated by the city. The city may require the materials to be submitted in an electronic format that is compatible with the city's software and hardware.

#### SEC. 11-477. OPERATIONAL STANDARDS.

(A) A permitted commercial cannabis business shall implement sufficient security measures to deter and prevent the unauthorized entrance into areas containing cannabis or cannabis products, and to deter and prevent the theft of cannabis or cannabis products at the commercial cannabis business. Except as may otherwise be determined by the city manager or his or her designee(s), these security measures shall include, but shall not be limited to, all of the following and are considered in addition to the best practices identified in the guidelines for issuance of a cannabis business permit and/or conditions imposed as part of the discretionary land use permit approval:

- (1) Alarm system (perimeter, fire, and panic buttons).
- (2) Remote monitoring of alarm systems by licensed security professionals and first responders (Knox box, etc.).
- (3) Perimeter lighting systems (including motion sensors) for after-hours security.
- (4) Perimeter security and lighting as approved by the police chief, community development department or his or her designee.
- (5) Preventing individuals from remaining on the premises of the commercial cannabis business if they are not engaging in an activity directly related to the permitted operations of the commercial cannabis business.
- (6) Establishing limited access areas accessible only to authorized commercial cannabis business personnel.
- (7) Plan for cash handling as relevant to manufacturing, testing, and distribution operations.
- (8) Except for live growing plants which are being cultivated at a cultivation facility, all cannabis and cannabis products shall be stored in a secured and locked vault or vault equivalent. All safes and vaults shall be compliant with Underwriter Laboratories burglary-resistant and fire-resistant standards. All cannabis and cannabis products, including live plants that are being cultivated, shall be kept in a manner as to prevent diversion, theft, and loss.

(9) Installing 24-hour security surveillance cameras of at least HD-quality to monitor all entrances and exits to and from the premises, all interior spaces within the commercial cannabis business which are open and accessible to the public, all interior spaces where cannabis, cash or currency, is being stored for any period of time on a regular basis and all interior spaces where diversion of cannabis could reasonably occur. All cameras shall record in color. All exterior cameras shall be in weatherproof enclosures, shall be located so as to minimize the possibility of vandalism, and shall have the capability to automatically switch to black and white in low light conditions. The commercial cannabis business shall be responsible for ensuring that the security surveillance camera's footage is remotely accessible by the city manager or his or her designee(s), and that it is compatible with the city's software and hardware. In addition, remote and real-time, live access to the video footage from the cameras shall be provided to the city manager or his or her designee(s). Video recordings shall be maintained for a minimum of 90 days and shall be made available to the city manager or his or her designee(s) upon request. Video shall be of sufficient quality for effective prosecution of any crime found to have occurred on the site of the commercial cannabis business, and shall be capable of enlargement via projection or other means. Internet protocol address information shall be provided to the Oxnard police department by the commercial cannabis business, to facilitate remote monitoring of security cameras by the department or its designee.

(10) Sensors shall be installed to detect entry and exit from all secure areas, and shall be monitored in real time by a security company licensed by the State of California Bureau of Security and Investigative Services.

(11) Panic buttons shall be installed in all commercial cannabis businesses with direct notification to Oxnard police department dispatch, and shall be configured to immediately alert dispatch for the Oxnard police department.

(12) Having a professionally installed, maintained, and monitored real-time alarm system by a security company licensed by the State of California Bureau of Security and Investigative Services.

(13) Any bars installed on the windows or the doors of the commercial cannabis business shall be installed only on the interior of the building.

(14) Security personnel shall monitor premises in accordance with a security plan as authorized by the city manager or his or her designee(s), and must have a verified response security patrol when closed. Security personnel must be licensed by the State of California Bureau of Security and Investigative Services personnel and shall be subject to the prior review and approval of the city manager or his or her designee(s), with such approval not to be unreasonably withheld. Firearms may be carried by security personnel while they are on duty if authorized by the police chief.

(15) Each commercial cannabis business shall have the capability to remain secure during a power outage and shall ensure that all access doors are not solely controlled by an electronic access panel to ensure that locks are not released during a power outage.

(16) Entrance areas are to be locked at all times and under the control of a designated responsible party that is either: (a) an employee of the commercial cannabis business; or (b) a licensed security professional.

(17) Each commercial cannabis business shall have an accounting software system in place to provide point of sale data as well as audit trails or both product and cash, where applicable.

(18) Each commercial cannabis business shall demonstrate to the police chief, city manager or their designees compliance with the State's track and trace system for cannabis and cannabis products, as soon as it is operational.

(19) Each commercial cannabis business shall have state of the art network security protocols in place to protect computer information and all digital data.

(20) Exterior vegetation shall be planted, altered and maintained in a fashion that precludes its use as a hiding place for persons on the premises.

(B) Each commercial cannabis business shall identify a designated security representative/liaison to the City of Oxnard, who shall be reasonably available to meet with the city manager or his or her designee(s) regarding any security related measures and/or operational issues. The designated security representative/liaison shall, on behalf of the commercial cannabis business, annually maintain a copy of the current security plan on the premises of the business, to present to the city manager or his or her designee upon request that meets the following requirements:

(1) Confirms that a designated manager will be on duty during business hours and will be responsible for monitoring the behavior of employees.

(2) Identifies all managers of the commercial cannabis business and their contact phone numbers.

(3) Confirms that first aid supplies and operational fire extinguishers are located in the service areas and the manager's office.

(4) Confirms that burglar, fire, and panic alarms are operational and monitored by a licensed security company 24 hours a day, seven days a week, and provides contact information for each licensed security company.

(5) Identify a sufficient number of licensed, interior and exterior security personnel who will monitor individuals inside and outside the commercial cannabis business, the parking lot, and any adjacent property under the business's control.

(6) Confirm that the licensed security personnel shall regularly monitor the parking lot and any adjacent property to ensure that these area are: (a) free of individuals loitering or causing a disturbance; (b) are cleared of employees and their vehicles one-half hour after closing.

(C) As part of the application and permitting process, each commercial cannabis business shall have a storage and transportation plan, which describes in detail the procedures for safely and securely storing and transporting all cannabis, cannabis products, and any currency.

(D) The commercial cannabis business shall cooperate with the city whenever the city manager or his or her designee(s) makes a request, without prior notice, to inspect or audit the effectiveness of any security plan or of any other requirement of this article. Prevention fire inspectors shall be allowed access to audit buildings for fire life safety concerns on a yearly basis or as determined necessary per the fire marshal.



(E) A commercial cannabis business shall notify the city manager or his or her designee(s) within 24 hours after discovering any of the following:

(1) Significant discrepancies identified during inventory. The level of significance shall be determined by the regulations promulgated by the city manager or his or her designee(s).

(2) Diversion, theft, loss, or any criminal activity involving the commercial cannabis business or any agent or employee of the commercial cannabis business.

(3) The loss or unauthorized alteration of records related to cannabis, customers or employees or agents of the commercial cannabis business.

(4) Any other breach of security.

(F) Compliance with the foregoing requirements shall be verified by the city manager or his or her designee prior to commencing business operations. The city manager or his or her designee may supplement these security requirements once operations begin, subject to review by the city manager if requested by the business owner.

#### SEC. 11-478. RESTRICTION ON ALCOHOL AND TOBACCO SALES.

(A) No Person shall cause or permit the sale, dispensing, or consumption of alcoholic beverages on or about the premises of the commercial cannabis business.

(B) No Person shall cause or permit the sale or tobacco products on or about the premises of the commercial cannabis business.

#### SEC. 11-479. FEES AND CHARGES.

(A) No Person may commence or continue any commercial cannabis activity in the city without timely paying in full all fees and charges required for the operation of a commercial cannabis activity. Fees and charges associated with the operation of a commercial cannabis activity shall be established by resolution of the city council which may be amended from time to time.

(B) All commercial cannabis businesses authorized to operate under this article shall pay all sales, use, business and other applicable taxes, and all license, registration, and other fees required under federal, State and local law. Each commercial cannabis business shall cooperate with the city with respect to any reasonable request to audit the commercial cannabis business's books and records for the purpose of verifying compliance with this section, including but not limited to a verification of the amount of taxes required to be paid during any period.

(C) Prior to operating in the city and as a condition of issuance of a regulatory permit, the operator of each cannabis facility shall enter into an operational agreement with the city setting forth the terms and conditions under which the cannabis facility will operate that are in addition to the requirements of this article, including, but not limited to, public outreach and education,

community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety and welfare.

#### SEC. 11-480. MISCELLANEOUS OPERATING REQUIREMENTS.

(A) Commercial cannabis businesses may operate only during the hours specified in the commercial cannabis business permit issued by the city and/or as determined within the discretionary land use permit.

(B) Restriction on consumption - Cannabis shall not be consumed by any employee on the premises of any commercial cannabis business.

(C) No cannabis or cannabis products or graphics depicting cannabis or cannabis products shall be visible from the exterior of any property issued a commercial cannabis business permit, or on any of the vehicles owned or used as part of the commercial cannabis business. No outdoor storage of cannabis or cannabis products is permitted at any time.

(D) Reporting and tracking of product and of gross sales - Each commercial cannabis business shall have in place a point-of-sale or management inventory tracking system to track and report on all aspects of the commercial cannabis business including, but not limited to, such matters as cannabis tracking, inventory data, gross sales (by weight and by sale) and other information which may be deemed necessary by the city. The commercial cannabis business shall ensure that such information is compatible with the city's record-keeping systems. In addition, the system must have the capability to produce historical transactional data for review. Furthermore, any system selected must be approved and authorized by the city manager or his or her designee(s) prior to being used by the permittee.

(E) All cannabis and cannabis products sold, distributed or manufactured shall be cultivated, manufactured, and transported by licensed facilities that maintain operations in full conformance with the State and local regulations.

(F) Emergency contact and emergency response plan - Each commercial cannabis business shall provide the city manager or his or her designee(s) with the name, telephone number (both landline and mobile, if available) of an on-site employee or owner to whom emergency notice can be provided at any hour of the day. Each commercial cannabis business must have a fire evacuation plans, and plan to address robberies and other emergencies. Said plan shall be reviewed and approved by the fire and police chiefs or designee.

(G) Signage and notices -

(1) In addition to the requirements otherwise set forth in this section, business identification signage for a commercial cannabis business shall conform to the requirements of the City of Oxnard regulations, including, but not limited to, seeking the issuance of a city sign permit.

(2) No signs placed on the premises of a commercial cannabis business shall obstruct any entrance or exit to the building or any window.

(3) Each entrance to a commercial cannabis business shall be visibly posted with a clear and legible notice indicating that smoking, ingesting, or otherwise consuming cannabis on the premises or in the areas adjacent to the commercial cannabis business is prohibited.

(4) Business identification signage shall be limited to that needed for identification only and shall not contain any logos or information that identifies, advertises, or lists the services or the products offered. No commercial cannabis business shall advertise by having a person holding a sign and advertising the business to passersby, whether such person is on the premises of the commercial cannabis business or elsewhere including, but not limited to, the public right-of-way.

(5) Signage may be internally illuminated or externally illuminated with directed and shielded downward facing lighting consistent with city regulations and the conditions of approval. All signs shall conform with Section 16-595. Signage shall not feature exposed elements.

(6) No banners (with the exception of permitted Grand-Opening Banners), flags, or other prohibited signs may be used at any time.

(H) Minors -

(1) Persons under the age of 21 years shall not be allowed on the premises of a commercial cannabis business and shall not be allowed to serve as a driver for a mobile delivery service. It shall be unlawful and a violation of this article for any Person to employ any person at a commercial cannabis business who is not at least 21 years of age.

(2) The entrance to the commercial cannabis business shall be clearly and legibly posted with a notice that no person under the age of 21 years of age is permitted to enter upon the premises of the commercial cannabis business, unless otherwise authorized by state law.

(I) Odor control - Odor control devices and techniques shall be incorporated in all commercial cannabis businesses to ensure that odors from cannabis are not detectable off-site. Commercial cannabis businesses shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the commercial cannabis business that is distinctive to its operation is not detected outside of the facility, anywhere on adjacent property or public rights-of-way, on or about the exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for use by common tenants or the visiting public, or within any other unit located inside the same building as the commercial cannabis business. As such, commercial cannabis businesses must install and maintain the following equipment, or any other equipment which the community development director or his or her designee(s) determine is a more effective method or technology:

(1) An exhaust air filtration system with odor control that prevents internal odors from being emitted externally;

(2) An air system that creates negative air pressure between the commercial cannabis businesses interior and exterior, so that the odors generated inside the commercial cannabis business are not detectable on the outside of the commercial cannabis business.

(J) Display of permit and city business tax certificate - The original copy of the commercial cannabis business permit issued by the city pursuant to this article and the city issued business

tax certificate shall be posted inside the commercial cannabis business in a location readily-visible to the public.

(K) Background check - Pursuant to Cal. Penal Code, Sections 11105(b)(11) and 13300(b)(11), which authorizes city authorities to access state and local summary criminal history information for employment, licensing, or certification purposes; and authorizes access to federal level criminal history information by transmitting fingerprint images and related information to the Department of Justice to be transmitted to the Federal Bureau of Investigation, every person listed as an owner, manager, supervisor, employee, contract employee or who otherwise works in a commercial cannabis business must submit fingerprints and other information deemed necessary by the police chief or his or her designee(s) for a background check by the City of Oxnard police department. Pursuant to Cal. Penal Code, Sections 11105(b)(11) and 13300(b)(11), which requires that there be a requirement or exclusion from employment, licensing or certification based on specific criminal conduct on the part of the subject of the record, no Person shall be issued a permit to operate a commercial cannabis business or a related work permit unless they have first cleared the background check, as determined by the police chief or his or her designee(s), as required by this section. A fee for the cost of the background investigation, which shall be the actual cost to the City of Oxnard to conduct the background investigation as it deems necessary and appropriate, shall be paid at the time the application for a commercial cannabis business permit is submitted.

(L) Loitering - The owner and/or operator of a commercial cannabis business shall prohibit loitering by persons outside the facility both on the premises and within 50 feet of the premises.

#### SEC. 11-481. OTHER OPERATIONAL REQUIREMENTS.

The city manager or his or her designee may develop other commercial cannabis business operational requirements or regulations as are determined to be necessary to protect the public health, safety and welfare. Minor changes may occur to the approved conditions of the special use permit (SUP) or a development design review (DDR) permit pursuant to Section 16-560.

#### SEC. 11-482. OPERATING REQUIREMENTS FOR TESTING LABORATORIES.

(A) Testing laboratories shall be required to conduct all testing in a manner pursuant to Cal. Bus. and Prof. Code, Section 26100 and shall be subject to State and local law. Each testing laboratory shall be subject to additional regulations as determined from time to time as more regulations are developed under this article and any subsequent State of California legislation regarding the same.

(B) Testing laboratories shall conduct all testing in a manner consistent with general requirements for the competence of testing and calibrations activities, including sampling using verified methods.

(C) All cannabis testing laboratories performing testing shall obtain and maintain ISO/IEC 17025 accreditation as required by the Department of Cannabis Control.

(D) Testing laboratories shall destroy any harvest batch whose testing sample indicates noncompliance with health and safety standards required by the Department of Cannabis Control unless remedial measures can bring the cannabis or cannabis products into compliance with quality standards as specified by law and implemented by the Bureau of Cannabis Control.

(E) Each operator shall ensure that a testing laboratory employee takes the sample of cannabis or cannabis products from the distributor's premises for testing required by State law and that the testing laboratory employee transports the sample to the testing laboratory.

(F) Except as provided by State law, a testing laboratory shall not acquire or receive cannabis or cannabis products except from a licensee in accordance with State law, and shall not distribute, sell, or dispense cannabis, or cannabis products, from the licensed premises from which the cannabis or cannabis products were acquired or received. All transfer or transportation shall be performed pursuant to a specified chain of custody protocol.

(G) A testing laboratory may receive and test samples of cannabis or cannabis products from a qualified patient or primary caregiver only if the qualified patient or primary caregiver presents the qualified patient's valid physician's recommendation for cannabis for medicinal purpose. A testing laboratory shall not certify samples from a qualified patient or primary caregiver for resale or transfer to another party or licensee. All tests performed by a testing laboratory for a qualified patient or primary caregiver shall be recorded with the name of the qualified patient or primary caregiver and the amount of the cannabis or cannabis products received.

(H) Approval of testing laboratories shall be through approval of a development design review (DDR) permit to be issued by the community development director of the City of Oxnard. The appeal of the approval or denial of such permit shall be to the planning commission pursuant to Section 11-466.

#### SEC. 11-483. OPERATING REQUIREMENTS FOR DISTRIBUTORS.

(A) A distributor shall not store non-cannabis goods or non-cannabis accessories that are to be sold to another party on any licensed premises. Additionally, a distributor shall not distribute non-cannabis goods or non-cannabis accessories at a licensed premises. For the purposes of this section, non-cannabis goods are any goods that do not meet the definition of cannabis goods as defined in Cal. Code of Regulations, Title 16, Section 5000.

(B) After taking physical possession of a cannabis goods batch, the distributor shall contact a testing laboratory and arrange for a laboratory employee to come to the distributor's licensed premises to select a representative sample for laboratory testing.

(C) A distributor shall ensure that all cannabis goods batches are stored separately and distinctly from other cannabis goods batches on the distributor's premises.

(D) The distributor shall ensure that the batch size from which the sample is taken meets the requirements of State law, specifically the testing provisions within the California Code of Regulations.

(E) A distributor or an employee of the distributor shall be physically present to observe the laboratory employee obtain the sample of cannabis goods for testing and shall ensure that the increments are taken from throughout the batch. The sampling shall be video-recorded and the recording kept available to State and local authorities for a minimum of 180 days, pursuant to Cal. Code of Regulations, Title 16, Section 5305.

(F) A distributor shall not transport cannabis or cannabis products to a licensed retail facility until and unless it has verified that the cannabis or cannabis products have been tested and certified by a testing laboratory as being in compliance with state health and safety requirements pursuant to Cal. Code of Regulations, Sections 5705, 5710 and 5714 of Title 16.

(G) Approving of distributor shall be through the approval of a development design review (DDR) permit to be issued by the community development director of the City of Oxnard. The appeal of the approval or denial of such permit shall be to the planning commission pursuant to Section 11-466.

**SEC. 11-484. OPERATING REQUIREMENTS FOR CANNABIS MANUFACTURING: EDIBLES AND OTHER CANNABIS PRODUCTS; SALE OR DISTRIBUTION OF EDIBLE AND OTHER CANNABIS PRODUCTS.**

(A) Cannabis manufacturing facilities requiring a type-6, type-7, type S, or any subsequent created manufacturing State license (using non-volatile and volatile solvents) as defined in MAUCRSA, may be permitted to operate within those zone districts as defined in the City of Oxnard code.

(B) Any compressed gases used in the manufacturing process shall not be stored on any property within the City of Oxnard in containers that exceeds the amount which is approved by the Oxnard fire department and authorized by the regulatory permit. Each site or parcel subject to a commercial cannabis business permit shall be limited to a total number of compressed gas tanks allowed on the property at any one time, as determined by the Oxnard fire department.

(C) Cannabis manufacturing facilities may use the hydrocarbons N-butane, isobutane, ethanol, propane, or heptane or other solvents or gases exhibiting low to minimal potential human-related toxicity approved by the community development department. These solvents must be of at least 99% purity and any extraction process must use them in a professional grade closed loop extraction system designed to recover the solvents and work in an environment with proper ventilation, controlling all sources of ignition where a flammable atmosphere is or may be present.

(D) If an extraction process uses a professional grade closed loop CO<sub>2</sub> gas extraction system every vessel must be certified by the manufacturer for its safe use. The CO<sub>2</sub> must be of at least 99% purity.

(E) Closed loop systems for compressed gas extraction systems must be used and must be commercially manufactured and bear a permanently affixed and visible serial number.

(F) Certification from an engineer licensed by the State of California, or from a State certified professional engineer or state certified industrial hygienist from another state, must be provided

to the community development department for a professional grade closed loop system used by any commercial cannabis manufacturing manufacturer to certify that the system was commercially manufactured, is safe for its intended use, and was built to codes of recognized and generally accepted good engineering practices, including but not limited to:

- (1) The American Society of Mechanical Engineers (ASME);
- (2) American National Standards Institute (ANSI);
- (3) Underwriters Laboratories (UL); or
- (4) The American Society for Testing and Materials (ASTM).

(G) The certification document must contain the signature and stamp of the professional engineer and serial number of the extraction unit being certified.

(H) Professional closed loop systems, other equipment used, the extraction operation, and facilities must be approved for their use by the Oxnard fire department and meet any required fire, safety, and building code requirements specified in the California Building Reference Codes.

(I) Cannabis manufacturing facilities may use heat, screens, presses, steam distillation, ice water, and other methods without employing solvents or gases to create keef, hashish, bubble hash, or infused dairy butter, or oils or fats derived from natural sources, and other extracts.

(J) Cannabis manufacturing facilities may use food grade glycerin, ethanol, and propylene glycol solvents to create or refine extracts. Ethanol should be removed from the extract in a manner to recapture the solvent and ensure that it is not vented into the atmosphere.

(K) Cannabis manufacturing facilities creating cannabis extracts must develop standard operating procedures, good manufacturing practices, and a training plan prior to producing extracts for the marketplace.

(L) Any person using solvents or gases in a closed looped system to create cannabis extracts must be fully trained on how to use the system, have direct access to applicable material safety data sheets and handle and store the solvents and gases safely.

(M) Parts per million for one gram of finished extract cannot exceed state standards for any residual solvent or gas when quality assurance tested.

(N) Approval of manufacturing facilities shall be through approval of a development design review (DDR) permit to be issued by the community development director of the City of Oxnard. The appeal of the approval or denial of such permit shall be to the planning commission pursuant to Section 11-466.

#### SEC. 11-485. OPERATING REQUIREMENTS FOR RETAIL FACILITIES.

(A) No more than the number of cannabis retailers authorized by Section 11-456 shall operate within the City of Oxnard at any one time.



(B) Approval of retail dispensaries shall be through approval of a special use permit to be issued by the planning commission pursuant to Section 16-531. The appeal of the approval or denial of such special use permit shall be to the city council pursuant to sections 11-464 and 11-465.

(C) Retailers shall verify the age and all necessary documentation of each individual to ensure the customer is not under the age of 18 years. If the potential customer is 18 to 20 years old, retailer shall confirm the customer's possession of a state issued medical cannabis card. Persons 18 to 20 years old who are unable to produce the necessary documentation cannot purchase cannabis legally and are to be denied admittance to the retail facility. For adult-use purchases, retailers shall verify that all customers are 21 years of age or older for the purchase of cannabis or cannabis products.

(D) Entrances into the retailer shall be locked at all times with entry strictly controlled. A "buzz-in" electronic/mechanical entry system shall be utilized to limit access to and entry to the retail area to separate it from the reception/lobby area. Individuals must show their government-issued identification or a medical cannabis card issued pursuant to Cal. Health and Safety Code, Section 11362.71 in order to gain access into the retailer. The government-issued identification and, if applicable, doctor's recommendation or cannabis card must also be shown at the point of sale station at the time of purchase. Doctor recommendations are not to be obtained or provided at the retail location.

(E) Uniformed licensed security personnel shall be employed to monitor site activity, control loitering and site access, and to serve as a visual deterrent to unlawful activities. Security personnel may be allowed to carry firearms if authorized by the police chief.

(F) Retailers may have only that quantity of cannabis and cannabis products to meet the daily demand readily available for sale on-site in the retail sales area of the retailer. Additional product may be stored in a secured, locked area to which customers, vendors, and visitors shall not have access.

(G) All restroom facilities shall remain locked and under the control of management.

(H) Retailers authorized to conduct retail activities shall only serve customers who are within the licensed premises, or at a delivery address that meets the requirements of this subsection.

(1) The sale and delivery of cannabis goods shall not occur through a pass-through window or a slide-out tray to the exterior of the premises.

(2) Retailers shall not operate as or with a drive-in or drive-through at which cannabis goods are sold to persons within or about a motor vehicle.

(3) No cannabis shall be sold and/or delivered by any means or method to any person within a motor vehicle.

(4) All cannabis goods sold by a retailer shall be contained in child-resistant packaging.

(5) Retailers shall record point-of-sale areas and areas where cannabis goods are displayed for sale on the video surveillance system. At each point-of-sale location, camera placement must

allow for the recording of the facial features of any person purchasing or selling cannabis goods, or any person in the retail area, with sufficient clarity to determine identity.

(6) A retail licensee who is engaged in retail sale shall hire or contract for security personnel who are at least 21 years of age to provide security services for the licensed retail premises. All security personnel hired or contracted for by the licensee shall be licensed by the Bureau of Security and Investigative Services and shall comply with Cal. Bus. and Prof. Code, Chapters 11.4 and 11.5 of Division 3.

(I) Access to retailer premises -

(1) Access to the premises of a retail licensee/permittee shall be limited to individuals who are at least 21 years of age.

(2) Notwithstanding subsection (I)(1) above, individuals who are at least 18 years of age and in possession of a state issued medical cannabis card shall be granted access to the premises of a retail licensee/permittee for the sole purpose of purchasing medicinal cannabis.

(J) Authorized sales - A retailer shall only sell adult-use cannabis and adult-use cannabis products to individuals who are at least 21 years of age. A retailer shall only sell medicinal cannabis or medicinal cannabis products to individuals who are at least 18 years of age, but not yet 21, if those individuals are in possession of a valid state issued cannabis card. Medicinal cannabis sales to individuals 21 years of age and older are unrestricted.

(K) Limited access areas - A retailer shall establish limited-access areas and permit only authorized individuals to enter the limited-access areas. Authorized individuals include individuals employed by the retailer as well as any outside vendors, contractors, or other individuals conducting business that requires access to the limited access area. All individuals granted access to the limited access area shall be at least 21 years of age, and if not employed by the retailer, shall be escorted at all times by an employee of the licensee/permittee. A retailer shall maintain a log of all individuals who are not employees who are granted access to the limited access area. These logs shall be made available to the police chief or the development services director upon request.

(L) Operating hours of the retailer license shall be limited to the hours of 9:00 a.m. through 9:00 p.m., seven days a week or a reduced duration as stipulated through the discretionary land use permit.

(M) Parking requirements shall be in accordance with chapter 16, article X of the Oxnard city code - 1 parking space per 250 square feet or as stipulated in a city traffic engineer approved parking study via a request for administrative parking relief pursuant to Section 16-651. Commercial cannabis retail businesses proposed to be located within the Downtown Specific Plan area may pay a downtown parking management in-lieu fee to meet off-street parking requirements.

(N) Retail security requirements. All security measures required by section 11-477 (operational standards) are directly applicable to and binding on all commercial cannabis businesses, including all retailers.

**SEC. 11-486. OPERATING REQUIREMENTS FOR RETAILERS WITH DELIVERY SERVICE.**

(A) Retailers located within the city that provide delivery are required to verify the age and the necessary documentation of each medical customer to ensure the customer is not under the age of 18 years, and to verify that the potential customer has a valid state issued cannabis card. The age verification requirement applies to both the customer and any person accepting delivery on behalf of the customer. If the latter, the individual must be at least 21 years of age.

(B) Proof of ownership of the vehicle or a valid lease for any and all vehicles that will be used to deliver cannabis or cannabis Products.

(C) The year, make, model, color, license plate number, and vehicle identification number (VIN) for any and all vehicles that will be used to deliver cannabis or cannabis Products.

(D) Proof of insurance as required in section 11-474(B) for any and all vehicles being used to deliver cannabis or cannabis Products.

(E) The licensee shall provide the city with the information required by this section in writing for any new vehicle that will be used to deliver cannabis and/or cannabis Products prior to using the vehicle to deliver cannabis and/or cannabis Products.

(F) The Commercial cannabis Business shall provide the city with any changes to the information required by this section in writing within 30 calendar days.

(G) Delivery of cannabis products originating from the City of Oxnard are not authorized except from a retailer who has obtained both the necessary city and State permits and is in full compliance with this Section.

**SEC. 11-487. OPERATING REQUIREMENTS FOR CULTIVATORS.**

(A) No more than the number of cannabis cultivators authorized by Section 11-456 shall operate within the city at any one time.

(B) Approval of cultivation facilities shall be through approval of a development design review (DDR) permit to be issued by the Community Development Director of the city. The appeal of the approval or denial of such permit shall be to the Planning Commission pursuant to Section 11-466.

(C) All commercial Outdoor Cultivation and Mixed-Light Cultivation of cannabis and nursery activity within the city is prohibited. It is hereby declared to be unlawful and a public nuisance for any Person owning, leasing, occupying, or having charge or possession of any parcel within any zoning district in the City of Oxnard to cause or allow such parcel to be used for the commercial outdoor cultivation of cannabis.

(D) The commercial cultivation of cannabis must occur indoors in an approved indoor cultivation facility with a valid commercial cannabis business permit from the city under this Chapter.

(E) In no case shall cannabis plants be visible from the exterior of the building.

(F) From a public right-of-way, there shall be no exterior evidence of commercial cannabis cultivation except for any signage authorized by the city. All signs shall conform with Section 16-595.

(G) Any pesticides and/or fertilizers used at the cultivation site shall be properly labeled and stored in accordance with Fire Dept. and City regulations to avoid contamination through erosion, leakage or inadvertent damage from pests, rodents or other wildlife.

(H) A commercial cannabis cultivation licensee shall comply with all applicable federal, State and local laws and regulations regarding use and disposal of pesticides and fertilizers.

(I) Each commercial cannabis cultivation licensee shall submit the following in addition to the information required to secure approval of a commercial cannabis business permit:

(1) A cultivation and operations plan shall be submitted for City review and approval which will identify the type(s) of cannabis plant to be grown (species/strain), cultivation activities and schedule of activities during each month of growing and harvesting, or explanation of growth cycles and anticipated harvesting schedules for all-season harvesting.

(2) A monthly and yearly projected water usage plan. The plan shall include water conservation and recycling measures for capture and reuse of on site water, water treatment plan and wastewater discharge plan. Said plan shall be reviewed and approved by the City. Every attempt should be made by the licensee to connect to the City's recycled water line when feasible.

(3) An energy usage and conservation plan which identifies the sources of power, projected monthly and yearly usage, and efficiency plan, including use of on site renewables.

(4) Neighborhood compatibility plan which shall address odor security, safety, and other compatibility issues which may derive from the cultivation site and as requested by the City.

(5) Floor plan identifying the location, dimensions, and boundaries of all proposed canopy areas taking into account space needed for ongoing care of plants and a description of the proposed method of physically delineating those boundaries at the site.

(J) A permittee shall only be allowed to cultivate the square feet of canopy space permitted by State law and in the Commercial Cannabis Business Permit issued by the city for the premises.

SEC. 11-488. PROMULGATION OF REGULATIONS, STANDARDS AND OTHER LEGAL DUTIES.

(A) In addition to any regulations adopted by the city council, the city manager or his or her designee is authorized to establish any additional rules, regulations and standards governing the issuance, denial or renewal of commercial cannabis business permits, the ongoing operation of commercial cannabis businesses and the city's oversight, or concerning any other subject determined to be necessary to carry out the purposes of this article.

(B) Regulations shall be published on the city's website.

(C) Regulations promulgated by the city manager shall become effective upon date of publication. Commercial cannabis businesses shall be required to comply with all State and local laws and regulations, including but not limited to any rules, regulations or standards adopted by the city manager or his or her designee.

(D) Testing laboratories, distribution facilities and special events shall be subject to State law and shall be subject to additional regulations as determined from time to time as more regulations are developed pursuant to this section and any subsequent State of California legislation regarding the same.

#### SEC. 11-489. COMMUNITY RELATIONS.

(A) Each commercial cannabis business shall provide the name, telephone number, and email address of a community relations contact to whom notice of problems associated with the commercial cannabis business can be provided. Each commercial cannabis business shall also provide the above information to all businesses and residences located within 600 feet of the commercial cannabis business.

(B) During the first year of operation pursuant to this article, the owner, manager, and community relations representative from each commercial cannabis business holding a permit issued pursuant to this article shall attend quarterly meetings with the city manager or his or her designee(s), and other interested parties as deemed appropriate by the city manager or his or her designee(s), to discuss costs, benefits, and other community issues arising as a result of implementation of this article. After the first year of operation, the owner, manager, and community relations representative from each such commercial cannabis business shall meet with the city manager or his or her designee(s) when and as requested by the city manager or his or her designee(s).

(C) Commercial cannabis businesses to which a permit is issued pursuant to this article shall describe benefits that the cannabis business would provide to the local community, such as community contributions, volunteer services and/or economic incentives, stated in the Community Benefits Agreement.

#### SEC. 11-490. PERMIT HOLDER RESPONSIBLE FOR VIOLATIONS.

The person to whom a commercial cannabis business permit is issued pursuant to this article shall be responsible for all violations of the laws of the State of California or of the regulations and/or the ordinances of the City of Oxnard. whether committed by the permittee or any

employee or agent of the permittee, which violations occur in or about the premises of the commercial cannabis business whether or not said violations occur within the permit holder's presence.

#### SEC. 11-491. INSPECTION AND ENFORCEMENT.

(A) The city manager, or his or her designee(s) charged with enforcing the provisions of the City of Oxnard code, or any provision thereof, may enter the location of a commercial cannabis business at any time, without notice, and inspect the location of any commercial cannabis business as well as any recordings and records required to be maintained pursuant to this article or under applicable provisions of State law.

(B) It is unlawful for any Person having responsibility over the operation of a commercial cannabis business, to impede, obstruct, interfere with, or otherwise not to allow, the city to conduct an inspection, review or copy records, recordings or other documents required to be maintained by a commercial cannabis business under this article or under State or local law. It is also unlawful for a person to conceal, destroy, deface, damage, or falsify any records, recordings or other documents required to be maintained by a commercial cannabis business under this article or under State or local law.

(C) The city manager, or his or her designee(s) charged with enforcing the provisions of this article may enter the location of a commercial cannabis business at any time during the hours of operation and without notice to obtain samples of the cannabis to test for public safety purposes. Any samples obtained by the City of Oxnard shall be logged, recorded, and maintained in accordance with established procedures by the City of Oxnard city manager or these regulations.

#### SEC. 11-492. COMPLIANCE WITH STATE REGULATIONS.

It is the stated intent of this article to regulate commercial cannabis activity in the City of Oxnard in compliance with all provisions MAUCRSA and any subsequent State legislation.

#### SEC. 11-493. VIOLATIONS DECLARED A PUBLIC NUISANCE.

Each and every violation of the provisions of this article is hereby deemed unlawful and a public nuisance.

#### SEC. 11-494. EACH VIOLATION A SEPARATE OFFENSE.

Each and every violation of this article shall constitute a separate violation and shall be subject to all remedies and enforcement measures authorized by the City of Oxnard. Additionally, as a nuisance per se, any violation of this article shall be subject to injunctive relief, any permit issued pursuant to this article being deemed null and void, disgorgement and payment to the city for any monies unlawfully obtained, costs of abatement, costs of investigation, attorney fees, and any

other relief or remedy available at law or in equity. The City of Oxnard may also pursue any and all remedies and actions available and applicable under State and local laws for any violations committed by the commercial cannabis business or persons related to, or associated with, the commercial cannabis activity. Additionally, when there is determined to be an imminent threat to public health, safety or welfare, the city manager, or his or her designee(s), may take immediate action to temporarily suspend a commercial cannabis business permit issued by the city, pending a hearing before the city manager, or his or her designee(s).

#### SEC. 11-495. PENALTIES.

Each and every violation of the provisions of this article may at the discretion of the district attorney or city attorney be prosecuted as an infraction or misdemeanor and upon conviction be subject to imprisonment in the county jail for a period of not more than six months, or both such fine and imprisonment. Each commercial cannabis business may be cited for any violation of any law and/or any rule, regulation and/or standard adoption pursuant to this article. A fine not to exceed \$10,000 for the first violation, \$15,000 for the second violation and revocation of the permit for a period of two years after which time the business operator would have to reapply. The fine for operating an unlicensed and/or unpermitted commercial cannabis business shall be \$30,000 per day and the issuance of a notice to appear in court. Each day a violation is committed or permitted to continue shall constitute a separate offense. At the discretion of the city manager or his or her designee, higher or lower fines or penalties may be recommended based on the facts of individual cases where generally supported by aggravating or mitigating circumstances. Aggravating factors may include, but are not limited to: prior disciplinary history, nature and severity of the act(s), violations, offenses, or crime(s) under consideration, actual or potential harm to the public, actual or potential harm to any consumer, prior warning letters, licensee involvement, premises in high crime area, lack of cooperation by licensee in investigation, appearance and actual age of minor, continuing course or pattern of conduct. Mitigating factors may include, but are not limited to: length of licensure at subject location without prior discipline problems, positive action by licensee to correct problem, documented training of licensee and employees and cooperation by licensee in investigation.

#### SEC. 11-496. REMEDIES CUMULATIVE AND NOT EXCLUSIVE.

The remedies provided herein are not to be construed as exclusive remedies. The city is authorized to pursue any proceedings or remedies provided by law.



Section 2. Amend OCC Chapter 16, Article III, Division 11, Section 16-163 to read as follows:

SEC. 16-163. INDUSTRIAL LAND USES BY ZONE: INDUSTRIAL LAND USE MATRIX.

The allowed land uses in the industrial zoning districts are identified in the following table, subject to the limitations identified in the Notes Section.

| Industrial Land Use Matrix                                                                                                                                  |               |     |     |     |     |                                         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----|-----|-----|-----|-----------------------------------------|
| Key:<br>Blank: Not Allowed    P: Permitted Use (Requires a Zone Clearance)<br>SUP: Special Use Permit    DDR: Development Design Review Permit              |               |     |     |     |     |                                         |
| Land Use                                                                                                                                                    | Zone District |     |     |     |     |                                         |
|                                                                                                                                                             | CM            | BRP | M-L | M-1 | M-2 | Notes                                   |
| Administrative, executive, and/or corporate offices which are a part of a predominantly industrial operation, including governmental offices and facilities | P             | P   | P   | P   | P   |                                         |
| Administrative, financial, professional, medical, and general office services                                                                               | P             | P   | SUP |     |     |                                         |
| Adult businesses, except adult motels                                                                                                                       |               | P   | P   | P   | P   | Refer to section <a href="#">16-337</a> |
| Adult day care facilities                                                                                                                                   | P             | P   |     |     |     |                                         |
| Adult motels                                                                                                                                                | P             |     |     |     |     | Refer to section <a href="#">16-336</a> |
| Agricultural and construction vehicle sales with incidental repair and service                                                                              | SUP           |     | DDR | DDR |     |                                         |
| Agricultural, limited to growing of crops                                                                                                                   | P             | P   | P   | P   | P   |                                         |
| Aircraft modification, storage, repair, and maintenance                                                                                                     |               |     |     | P   | P   |                                         |
| Aircraft sales                                                                                                                                              | P             | P   | P   | P   |     |                                         |
| Alcohol sales: on-site, off-site, and wine tasting                                                                                                          | SUP           | SUP | SUP | SUP |     |                                         |
| Ambulance base facilities                                                                                                                                   | P             | P   | P   | P   | P   |                                         |
| Appliance repairs                                                                                                                                           | P             |     | P   | P   |     |                                         |
| Asphalt or concrete manufacture or refining                                                                                                                 |               |     |     |     | DDR |                                         |
| Assembly or repair of small electrical and electronic equipment                                                                                             | P             |     | P   | P   |     |                                         |
| Assisted living residential facility                                                                                                                        |               | SUP |     |     |     |                                         |
| Auction houses                                                                                                                                              | P             | P   | P   | P   | P   |                                         |
| Boat building and repair                                                                                                                                    |               |     |     | P   | P   |                                         |
| Boiler repair and maintenance                                                                                                                               |               |     |     | P   | P   |                                         |
| Book binding                                                                                                                                                | P             | P   | P   | P   | P   |                                         |
| Bottling/canning plants                                                                                                                                     |               |     | P   | P   | P   |                                         |
| Breweries, microbrew (less than 60,000 barrels). A SUP is required if including tasting rooms                                                               | DDR           | DDR | DDR | DDR |     |                                         |
| Breweries, craft (more than 60,000 barrels, less than 2                                                                                                     | DDR           | DDR | DDR | DDR |     |                                         |

|                                                                                                                                                                                                                  |     |     |     |     |     |                                            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|-----|-----|-----|--------------------------------------------|
| million barrels). A SUP is required if including tasting rooms                                                                                                                                                   |     |     |     |     |     |                                            |
| Breweries, large<br>(more than 2 million barrels)                                                                                                                                                                |     |     |     | DDR | DDR |                                            |
| Brick, tile, or terra cotta manufacture                                                                                                                                                                          |     |     |     | DDR | DDR |                                            |
| Business furniture, supplies, and equipment sales                                                                                                                                                                | P   | P   | P   |     |     |                                            |
| Cabinet or carpenter shops                                                                                                                                                                                       | P   |     | P   | P   | P   |                                            |
| Cafeterias accessory to permitted uses for the convenience of persons employed on the premises                                                                                                                   |     | P   | P   | P   | P   |                                            |
| Carpet, rug, and dry-cleaning plants                                                                                                                                                                             | P   |     | P   | P   | P   |                                            |
| Cement, glass, lime, gypsum, or plaster manufacture                                                                                                                                                              |     |     |     |     | DDR |                                            |
| Ceramic products                                                                                                                                                                                                 | P   |     | P   | P   | P   |                                            |
| Children's day care facility serving more than 15 children                                                                                                                                                       | SUP | SUP |     |     |     |                                            |
| Churches                                                                                                                                                                                                         | SUP | SUP | SUP | SUP | SUP | Refer to section <a href="#">16-162(B)</a> |
| Coffee shops, cafes                                                                                                                                                                                              | P   | P   | DDR | DDR | DDR |                                            |
| Cold storage facilities including agricultural freezers and ice production and sales                                                                                                                             |     |     | P   | P   | P   |                                            |
| Commercial and retail uses                                                                                                                                                                                       | P   | DDR | DDR | DDR |     | Refer to section <a href="#">16-171</a>    |
| Commercial Cannabis Activities                                                                                                                                                                                   |     |     |     |     |     |                                            |
| Cultivation                                                                                                                                                                                                      |     | DDR | DDR | DDR | DDR | Refer to sections 11-473 and 16-173        |
| Distribution                                                                                                                                                                                                     |     | DDR | DDR | DDR | DDR | Refer to sections 11-473 and 16-173        |
| Manufacturing                                                                                                                                                                                                    |     | DDR | DDR | DDR | DDR | Refer to sections 11-473 and 16-173        |
| Retail                                                                                                                                                                                                           |     | SUP |     |     |     | Refer to sections 11-473 and 16-173        |
| Testing                                                                                                                                                                                                          |     | DDR | DDR | DDR | DDR | Refer to sections 11-473 and 16-173        |
| Commercial recreational and entertainment uses, such as batting cages, gymnasiums, boxing gyms, escape rooms, bowling alleys, skating rinks, and similar recreational uses as determined by the planning manager | DDR | DDR | DDR | DDR |     |                                            |
| Computer and business machine sales and service                                                                                                                                                                  | P   | P   | P   |     |     |                                            |
| Convenience markets and drugstores                                                                                                                                                                               | P   | DDR |     |     |     |                                            |
| Corporate training and professional development facilities including ancillary outdoor activities                                                                                                                | P   | P   | P   | P   | P   |                                            |
| Day care facilities accessory to industrial uses                                                                                                                                                                 |     | DDR | DDR | DDR |     |                                            |

|                                                                                                                                                                                 |     |     |     |     |     |                                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|-----|-----|-----|----------------------------------|
| Day care facilities (over 12 children) as a principal use                                                                                                                       | DDR | DDR |     |     |     |                                  |
| Distribution, warehousing, and wholesaling                                                                                                                                      | P   | P   | P   | P   | P   |                                  |
| Drive-through services                                                                                                                                                          | SUP | SUP | SUP |     |     |                                  |
| Drop forge industries                                                                                                                                                           |     |     |     |     | DDR |                                  |
| Dwelling unit, one per establishment, for security or management when located on the premises where such person is employed in such capacity and accessory to an industrial use | DDR |     | DDR | DDR | DDR |                                  |
| Electric motor rebuilding                                                                                                                                                       | P   |     | P   | P   | P   |                                  |
| Electrical and lighting supply                                                                                                                                                  | P   |     | P   |     |     |                                  |
| Electronic and computer repair                                                                                                                                                  | P   | P   | P   |     |     |                                  |
| Emergency shelter for families                                                                                                                                                  | SUP |     | P   |     |     |                                  |
| Emergency shelter, permanent                                                                                                                                                    | SUP |     | P   |     |     |                                  |
| Emergency shelter, temporary                                                                                                                                                    | SUP |     | P   |     |     |                                  |
| Employment agencies                                                                                                                                                             | P   | P   |     |     |     |                                  |
| Energy generation, distribution, storage, and support facilities, including electrical and gas utilities                                                                        | SUP | SUP | SUP | SUP | DDR |                                  |
| Explosives, manufacture or storage                                                                                                                                              |     |     |     |     | DDR |                                  |
| Farmworker housing                                                                                                                                                              | SUP |     | P   | P   | P   |                                  |
| Feed sales                                                                                                                                                                      | P   |     | P   | P   |     |                                  |
| Fertilizer manufacture                                                                                                                                                          |     |     |     |     | DDR |                                  |
| Firearm and ammunition sales                                                                                                                                                    |     |     | SUP |     |     | Refer to Chapter 16, Division 19 |
| Fish smoking, processing, curing, or canning                                                                                                                                    |     |     |     | DDR | DDR |                                  |
| Florists                                                                                                                                                                        | P   | P   |     |     |     |                                  |
| Freight classification yard, including truck and bus storage and maintenance                                                                                                    |     |     |     | DDR | P   |                                  |
| Furniture manufacture and assembly                                                                                                                                              | P   |     | P   | P   | P   |                                  |
| Furniture upholstery shops                                                                                                                                                      | P   |     | P   | P   |     |                                  |
| Garbage, offal, or dead animal reduction or dumping                                                                                                                             |     |     |     |     | P   |                                  |
| Garment manufacturing                                                                                                                                                           |     | P   | P   | P   | P   |                                  |
| Gas bulk storage, manufacturing, and distribution of flammable liquids and all gases                                                                                            |     |     |     |     | DDR |                                  |
| General office, including legal, professional, medical, consulting, or similar                                                                                                  | P   | P   |     |     |     |                                  |
| Indoor firearm range                                                                                                                                                            |     |     | SUP |     |     | Refer to Chapter 16, Division 20 |
| Iron, steel, brass, or copper foundry or fabrication plant                                                                                                                      |     |     |     | SUP | DDR |                                  |
| Kennels and animal boarding                                                                                                                                                     | DDR |     | DDR | DDR | DDR |                                  |
| Kennel day care                                                                                                                                                                 | P   |     | P   | P   | P   |                                  |
| Laboratories, research only                                                                                                                                                     |     | P   | P   |     |     |                                  |

|                                                                                                                                                                                     |     |     |     |     |     |                                            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|-----|-----|-----|--------------------------------------------|
| Laundry, commercial                                                                                                                                                                 | P   |     | P   | P   | P   |                                            |
| Light metal fabrication (for example, sheet metal, wrought iron, and the like)                                                                                                      | P   |     | P   | P   | P   |                                            |
| Lumber yards with incidental sales of building and hardware supplies (outside storage)                                                                                              | SUP |     |     | SUP | P   |                                            |
| Machine shops                                                                                                                                                                       | P   |     | P   | P   | P   |                                            |
| Manufacture and assembly of electrical and electronic instruments, devices, and components                                                                                          | P   | P   | P   | P   | P   |                                            |
| Manufacturing and maintenance of electric neon signs                                                                                                                                | P   |     | P   | P   | P   |                                            |
| Manufacturing, compounding assembly, or treatment of articles or merchandise from prepared materials such as, but not limited to, canvas, cloth, stones, wood products, and leather |     |     | P   | P   | P   |                                            |
| Manufacturing, compounding, processing, packaging, or treatment of food products such as, but not limited to, bakery, dairy, fruits and vegetables, and honey                       |     |     | P   | P   | P   |                                            |
| Marine equipment sales with incidental repair and service                                                                                                                           | P   |     | P   | P   | P   |                                            |
| Medical product sales                                                                                                                                                               | P   | P   | P   |     |     |                                            |
| Medical: hospitals and medical centers                                                                                                                                              |     | SUP |     |     |     |                                            |
| Metals recycling and storage, including sales                                                                                                                                       |     |     |     | SUP | DDR |                                            |
| Mini-warehouses and self-storage facilities                                                                                                                                         | SUP |     | SUP | SUP | SUP | Refer to Resolution No. 6446               |
| Mobile home sales and display                                                                                                                                                       | DDR |     | DDR | DDR | DDR |                                            |
| Motels, hotels, and convention facilities                                                                                                                                           | SUP | SUP |     |     |     |                                            |
| Multifamily Residential uses up to 30 dwelling units per acre on parcels identified in the AHD additive zone, subject to the provisions in section <a href="#">16-420</a>           |     | SUP |     |     |     |                                            |
| Off-site non-accessory signs or billboards                                                                                                                                          |     |     |     |     | SUP | Refer to section <a href="#">16-608(G)</a> |
| Oilcloth or linoleum manufacture                                                                                                                                                    |     |     |     |     | P   |                                            |
| Outdoor storage or assembly as a primary use                                                                                                                                        |     |     |     |     | SUP |                                            |
| Outdoor storage, incidental/accessory to uses otherwise permitted                                                                                                                   |     |     | DDR | DDR | DDR |                                            |
| Paint, oil, shellac, turpentine, and varnish manufacture                                                                                                                            |     |     |     |     | DDR |                                            |
| Paper and pulp manufacture                                                                                                                                                          |     |     |     |     | DDR |                                            |
| Pawnshops                                                                                                                                                                           | SUP |     |     |     |     |                                            |
| Petroleum bulk plants and distribution                                                                                                                                              |     |     |     | SUP | DDR |                                            |
| Petroleum refining                                                                                                                                                                  |     |     |     |     | DDR |                                            |
| Photographic studios and services                                                                                                                                                   | P   | P   | P   |     |     |                                            |

|                                                                                                                                                                                                                                                                                                                                                               |     |     |     |     |     |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|-----|-----|-----|--|
| Planning mills                                                                                                                                                                                                                                                                                                                                                |     |     |     | SUP | DDR |  |
| Plastic manufacture                                                                                                                                                                                                                                                                                                                                           |     |     |     | P   | P   |  |
| Plumbing supply                                                                                                                                                                                                                                                                                                                                               | P   |     | P   | P   |     |  |
| Printing shop, lithographing, photocopying, blueprinting, and publishing                                                                                                                                                                                                                                                                                      | P   | P   | P   | P   | P   |  |
| Product assembly plants and production facilities primarily engaged in final or partial assembling of packaging of premanufactured, treated, or fabricated components, materials, or products                                                                                                                                                                 | P   | P   | P   | P   | P   |  |
| Public service uses - communications, fire and police, water, and other governmental or public facilities                                                                                                                                                                                                                                                     | DDR | DDR | DDR | DDR | DDR |  |
| Radio or television broadcasting station                                                                                                                                                                                                                                                                                                                      | P   | P   | P   | P   | P   |  |
| Railroad support services                                                                                                                                                                                                                                                                                                                                     |     |     |     | SUP | DDR |  |
| Recycling collection: collection recycling facility for the acceptance of materials from the public including a bulk or single-feed reverse vending machine, a kiosk unit, or a permanent building                                                                                                                                                            |     |     |     | DDR | DDR |  |
| Recycling mobile unit: mobile recycling unit used for the collection of recycled materials including the bins, boxes, or containers for the collection of recyclable materials                                                                                                                                                                                | DDR |     | DDR | DDR | DDR |  |
| Recycling processing facility: processing facility for ferrous and non-ferrous materials including the preparation of material for efficient shipment which includes baling, briquetting, flattening, grinding, crushing, mechanical sorting, shredding, cleaning, and re-manufacturing. Outdoor bin storage allowed for the collection of recycled materials |     |     |     | SUP | SUP |  |
| Refrigeration and air conditioning repair and service                                                                                                                                                                                                                                                                                                         | P   |     | P   | P   | P   |  |
| Research and development, experimental or developmental laboratories                                                                                                                                                                                                                                                                                          |     | P   | P   | P   | P   |  |
| Research, development, and clinical laboratories and uses including associated incidental and outpatient clinics                                                                                                                                                                                                                                              |     | P   |     |     |     |  |
| Restaurants and delicatessens                                                                                                                                                                                                                                                                                                                                 | P   | P   | P   | DDR | DDR |  |
| Rock crusher or distribution of rock, sand, or gravel                                                                                                                                                                                                                                                                                                         |     |     |     |     | DDR |  |
| Sale of building and hardware supplies within a building                                                                                                                                                                                                                                                                                                      | P   |     | P   | P   | P   |  |
| Specialized commercial retail centers oriented toward major transportation elements such as freeways, expressways,                                                                                                                                                                                                                                            |     | SUP |     |     |     |  |

|                                                                                                                                                                                                                                                                                                                                                |     |     |     |     |     |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|-----|-----|-----|--|
| and other major transportation corridors. Specialized commercial uses include promotional, discount, factory outlet, and off-price shopping centers, as well as centers that are tourist-oriented or oriented to other specialized markets. Specialized commercial uses may also include general commercial uses in special or unique settings |     |     |     |     |     |  |
| Stationery and office supplies                                                                                                                                                                                                                                                                                                                 | P   | P   |     |     |     |  |
| Supportive housing                                                                                                                                                                                                                                                                                                                             | SUP |     |     |     |     |  |
| Taxidermist                                                                                                                                                                                                                                                                                                                                    | P   |     | P   | P   |     |  |
| Textiles manufacturing                                                                                                                                                                                                                                                                                                                         |     |     | P   | P   | P   |  |
| Trade schools, public and private schools and colleges, dance, and performing arts studios                                                                                                                                                                                                                                                     | P   | P   | DDR |     |     |  |
| Transitional housing                                                                                                                                                                                                                                                                                                                           | SUP |     |     |     |     |  |
| Vehicle assembly                                                                                                                                                                                                                                                                                                                               |     |     |     | SUP | DDR |  |
| Vehicle and equipment dismantling and recycling, including sale of parts and vehicles                                                                                                                                                                                                                                                          |     |     |     |     | SUP |  |
| Vehicle rental agencies                                                                                                                                                                                                                                                                                                                        | DDR | DDR | DDR |     |     |  |
| Vehicle repair, including engine overhaul, body and fender work, transmission, radiator repair, painting, and upholstery                                                                                                                                                                                                                       | P   |     | P   | P   | P   |  |
| Vehicle service stations                                                                                                                                                                                                                                                                                                                       | SUP | SUP | SUP | SUP | DDR |  |
| Vehicle storage                                                                                                                                                                                                                                                                                                                                |     |     |     | SUP | SUP |  |
| Veterinarians with on-site kennels                                                                                                                                                                                                                                                                                                             | DDR |     | DDR | DDR | DDR |  |
| Veterinarians with no on-site kennels                                                                                                                                                                                                                                                                                                          | P   |     | P   | P   | P   |  |
| Welding shops                                                                                                                                                                                                                                                                                                                                  |     |     | P   | P   | P   |  |
| Wine production facility                                                                                                                                                                                                                                                                                                                       |     |     | SUP | P   | P   |  |
| Wine tasting with or without cafes                                                                                                                                                                                                                                                                                                             |     | SUP | SUP | SUP |     |  |

Section 3. Amend OCC Chapter 16, Article III, Division 11, Section 16-173 to read as follows:

**SEC. 16-173. DEVELOPMENT DESIGN REVIEW PERMIT REQUIRED FOR SPECIFIC COMMERCIAL CANNABIS ACTIVITIES.**

(A) A commercial cannabis business for cultivating, manufacturing, testing and/or distribution of cannabis may be permitted in the business and research park (BRP) zone, the limited manufacturing (M-L) zone, the light manufacturing (M-1) zone, and the heavy manufacturing (M-2) zone, provided that the owner has first obtained a commercial cannabis business permit pursuant to article XVI, chapter 11 of the Oxnard city code and a development design review (DDR) permit.

(B) A commercial cannabis business for retail uses may be permitted in the business and research park (BRP) zone, provided that the owner has first obtained a commercial cannabis business permit pursuant to article XVI, chapter 11 of the Oxnard city code and a special use permit.

(C) A commercial cannabis business for retail uses may be permitted in the planned development (additive) zone, provided that the owner has first obtained a commercial cannabis business permit pursuant to article XVI, chapter 11 of the Oxnard city code and a special use permit (SUP). A commercial cannabis business for cultivating, manufacturing, testing and/or distribution of cannabis may be permitted in the planned development (additive) zone, provided that the owner has first obtained a commercial cannabis business permit pursuant to article XVI, chapter 11 of the Oxnard city code and a development design review (DDR) permit.

Section 4. Article XVI of Chapter 11 of the Oxnard City Code (Oxnard City Code Section 11-450 to 11-496) is hereby amended.

Section 5. This ordinance shall apply to applications for land use approvals that are filed on or after the effective date of this ordinance and to applications for land use approvals that have been filed but have not been accepted as complete as of the effective date of this ordinance.

Section 6. Cumulative Ordinance. Nothing in this Ordinance shall be interpreted to allow any land use which is not expressly listed as permitted or conditionally permitted within the City's Zoning Code.

Section 7. The City Clerk shall certify as to the adoption of this Ordinance and shall cause summary thereof to be published within fifteen calendar (15) days of the adoption and shall post a certified copy of this Ordinance, including 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 \_\_\_\_\_, to become effective thirty (30) days thereafter.

[Remainder of Page Left Intentionally Blank]



PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

John Zaragoza, Mayor

ATTEST:

---

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

---

Stephen M. Fischer, City Attorney

## ARTICLE XVII. COMMERCIAL CANNABIS ACTIVITY

### SEC. 11-450. PURPOSE AND INTENT.

It is the purpose and intent of this article to implement the provisions of the Medicinal and Adult Use Cannabis Regulation and Safety Act (“MAUCRSA”) to accommodate the needs of medically-ill persons in need of and provide access to cannabis for medicinal purposes as recommended by their health care provider(s), and to provide access to adult-use for persons over the age of 21 as authorized by the Control, Regulate and Tax Adult Use Cannabis Act (“AUMA” or “Proposition 64” enacted by California voters in 2016), while imposing sensible regulations on the use of land to protect the city’s residents, neighborhoods, and businesses from disproportionately negative impacts. As such, it is the purpose and intent of this article to regulate the cultivation, processing, manufacturing testing, sale, delivery, distribution and transportation of cannabis and cannabis products in a responsible manner to protect the health, safety, and welfare of the residents of the City of Oxnard and to enforce rules and regulations consistent with State law. It is the further purpose and intent of this article to require all commercial cannabis operators to obtain and renew annually a permit to operate within the City of Oxnard. Nothing in this article is intended to authorize the possession, use, or provision of cannabis for purposes that violate State or federal law. The provisions of this article are in addition to any other permits, licenses and approvals which may be required to conduct business in the city, and are in addition to any permits, licenses and approval required under State, city, or other law.

### SEC. 11-451. LEGAL AUTHORITY.

Pursuant to Sections 5 and 7 of Article XI of the California Constitution, the provisions of the Medicinal and Adult Use Cannabis Regulation and Safety Act (hereinafter “MAUCRSA”), any subsequent State legislation and/or regulations regarding same, the City of Oxnard is authorized to adopt ordinances that establish standards, requirements and regulations for the licensing and permitting of commercial cannabis activity. Any standards, requirements, and regulations regarding health and safety, security, and worker protections established by the State of California, or any of its departments or divisions, shall be the minimum standards applicable in the City of Oxnard to all commercial cannabis activity.

### SEC. 11-452. ~~CANNABIS CULTIVATION AND~~ COMMERCIAL CANNABIS ACTIVITIES PROHIBITED UNLESS SPECIFICALLY AUTHORIZED BY THIS ARTICLE.

Except as specifically authorized in this article, the commercial cultivation, ~~manufacture~~manufacturing, processing, storing, laboratory testing, labeling, sale, delivery, distribution or transportation (other than as provided under Cal. Bus. and Prof. Code, Section 26090(e)), of cannabis or cannabis product is expressly prohibited in the City of Oxnard.

### SEC. 11-453. COMPLIANCE WITH STATE AND LOCAL LAWS.

It is the responsibility of the owners and operators of a commercial cannabis business to ensure that it is always operating in a manner compliant with all applicable State and local

laws, and any regulations promulgated thereunder. Nothing in this article shall be construed as authorizing any actions that violate federal, State law or local law with respect to the operation of a commercial cannabis business. It shall be the responsibility of the owners and the operators of the commercial cannabis business to ensure that the commercial cannabis business is, at all times, operating in a manner compliant with all applicable federal, State and local laws, including the Medicinal and Adult Use Cannabis Regulation and Safety Act (“MAUCRSA”), and any subsequently enacted State law or regulatory, licensing, or certification requirements, and any specific, additional operating procedures or requirements which may be imposed as conditions of approval of the local commercial cannabis business permit. Nothing in this article shall be construed as authorizing any actions that violate federal or State law regarding the operation of a commercial cannabis business.

#### SEC. 11-454. DEFINITIONS.

When used in this article, the following words shall have the meanings ascribed to them as set forth herein. Any reference to California statutes includes any regulations promulgated thereunder and is deemed to include any successor or amended version of the referenced statute or regulatory provision.

(A) A-LICENSE - A State license issued by the ~~Bureau~~Department of Cannabis Control (DCC) for cannabis or cannabis products that are intended for adults 21 years of age and over and who do not possess ~~physician's recommendations~~a valid State issued medical cannabis card.

(B) A-LICENSEE - Any ~~person~~Person holding a license for cannabis or cannabis products that are intended for adults 21 years of age and over and who do not possess ~~physician's recommendations~~a state issued medical cannabis card.

(C) APPLICANT - An owner applying for a commercial cannabis business permit pursuant to this article.

(D) BATCH - A specific quantity of homogeneous cannabis or cannabis product that is one of the following types:

(1) HARVEST BATCH - A specifically identified quantity of dried flower or trim, leaves, and other cannabis plant matter that is uniform in strain, harvested at the same time, and, if applicable, cultivated using the same pesticides and other agricultural chemicals and harvested at the same time.

(2) MANUFACTURED CANNABIS BATCH - Either of the following:

(a) An amount of cannabis concentrates or extract that is produced in one production cycle using the same extraction methods and standard operating procedures.

(b) An amount of a type of manufactured cannabis produced in one production cycle using the same formulation and standard operating procedures.

~~(E) BUREAU—The Bureau of Cannabis Control within the Department of Consumer Affairs, formerly named the Bureau of Marijuana Control, the Bureau of Medical Cannabis Regulation, and the Bureau of Medical Marijuana Regulation, or its successor.~~

~~(F)~~ CANNABIS - All parts of the Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. CANNABIS also means the separated resin, whether crude or purified, obtained from cannabis. CANNABIS does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this article, CANNABIS does not mean “industrial hemp” as defined by Cal. Health and Safety Code, Section 11018.5 or Cal. Food and Agricultural Code Section 81000.

~~(F)~~ CANNABIS ACCESSORIES - The same meaning as in Cal. Health and Safety Code, Section 11018.2.

~~(H) CANNABIS INNOVATION ZONE—A park or campus which is one contiguous commercial area of land which has many cannabis-related businesses grouped together. Each individual business would be clearly defined, which has a unique entrance and immovable physical barriers between uniquely licensed premises.~~

~~(H)~~ CANNABIS CONCENTRATE - Cannabis that has undergone a process to concentrate one or more active cannabinoids, thereby increasing the product’s potency. Resin from granular trichomes from a cannabis plant is a concentrate for purposes of this article. A cannabis concentrate is not considered food, as defined by Cal. Health and Safety Code, Section 109935, or drug, as defined by Cal. Health and Safety Code, Section 109925.

~~(H)~~ CANNABIS PRODUCT - A product containing cannabis, including, but not limited to, manufactured cannabis, - intended to be sold for use by cannabis patients in California pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at Cal. Health and Safety Code, Section 11362.5 (as the same may be amended from time-to-time) or pursuant to the Adult Use of Cannabis Act. For purposes of this article, “cannabis” does not include industrial hemp as defined by Cal. Food and Agricultural Code, Section 81000, or Cal. Health and Safety Code, Section 11018.5.

~~(K)~~ CANNABIS PRODUCTS - The same meaning as in Cal. Health and Safety Code, Section 11018.1.

~~(H)~~ CANNABIS WASTE - Any material intended for disposal that contains cannabis but is not otherwise considered a hazardous waste. Cannabis waste consisting solely of plant material shall be considered an organic waste as defined in Public Resources Code section 42649.8(d).

~~(K)~~ CANOPY - The designated area(s) at a licensed premise, except nurseries that will contain mature plants at any point in time.

(1) CANOPY shall be calculated in square feet and measured using clearly identifiable boundaries of all areas(s) that will contain mature plants at any point in time, including all of the space(s) within the boundaries; and

(2) CANOPY may be non contiguous but each unique area included in the total canopy

calculation shall be separated by an identifiable boundary which include, but are not limited to: interior walls, shelves, greenhouse walls, hoop house walls, garden benches, hedgerows, fencing, garden beds or garden plots; and

(3) If mature plants are being cultivated using a shelving system, the surface area of each level shall be included in the total CANOPY calculation.

(~~M~~L) CAREGIVER or PRIMARY CAREGIVER - The same meaning as that term is defined in Cal. Health and Safety Code, Section 11362.7.

(~~N~~M) CHILD RESISTANT - Designed or constructed to be significantly difficult for children under five years of age to open, and not difficult for normal adults to use properly.

(~~O~~N) CITY - The City of Oxnard including the area within the territorial city limits of the city and such territory outside of the city over which the city council has jurisdiction or control by virtue of any provision of law.

(~~P~~O) COMMERCIAL CANNABIS ACTIVITY - Includes the possession, ~~manufacture~~manufacturing, distribution, cultivation, processing, storing, laboratory testing, packaging, labeling or transportation of cannabis and cannabis products as provided for in this division.

(~~Q~~P) COMMERCIAL CANNABIS BUSINESS - Any business or operation which engages in medicinal or adult-use commercial cannabis activity.

(~~R~~Q) COMMERCIAL CANNABIS BUSINESS PERMIT - A regulatory permit required to be issued ~~by the City of Oxnard pursuant to this article~~ to a commercial cannabis business ~~and is required before any~~ by the City of Oxnard prior to commercial cannabis activity ~~may be being~~ conducted ~~in the city~~. Such permit cannot be issued before a Certificate of Occupancy is granted for the location at which the commercial cannabis business will be located. The initial permit and annual renewal of a commercial cannabis business permit is made expressly contingent upon the business's ongoing compliance with all of the requirements of this article and any regulations adopted by the city governing the commercial cannabis activity at issue.

(~~S~~R) CULTIVATION - Any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

(~~T~~S) CULTIVATION SITE - A location where cannabis is planted, grown, harvested, dried, cured, graded, or trimmed, or a location where any combination of those activities occurs.

(~~U~~T) CUSTOMER - A natural person 21 years of age or over, or a natural person 18 years of age or older who possesses a ~~physician's recommendation or a~~ State issued medical ~~marijuana~~cannabis identification card.

~~(V) DAY CARE CENTER - The same meaning as in Cal. Health and Safety Code, Section 1596.76.~~

~~(W~~U) DELIVERY - The commercial transfer of cannabis or cannabis products to a customer. DELIVERY also includes the use by a retailer of any technology platform owned and controlled by the retailer.

~~(X)~~ ~~DIRECTOR~~ - ~~The director of the California Department of Consumer Affairs~~ (V)  
DEPARTMENT OF CANNABIS CONTROL (DCC) - The lead State agency or successor agency  
responsible for regulating and licensing commercial medicinal and adult use cannabis in  
California, which is also responsible for licensing retailers, cultivators, distributors, testing  
laboratories, microbusinesses, and temporary cannabis events.

~~(Y)~~ (W) DISTRIBUTION - The procurement, sale, and transport of cannabis and cannabis products between licensees.

~~(Z)~~ (X) DISTRIBUTOR - A ~~person~~ Person holding a valid commercial cannabis business permit for distribution issued by the City of Oxnard, and, a valid State license for distribution, required by State law to engage in the business of purchasing cannabis from a licensed cultivator, or cannabis products from a license manufacturer, for sale to a licensed retailer.

~~(A)~~ (Y) DRIED FLOWER - All dead cannabis that has been harvested, dried, cured, or otherwise processed, excluding leaves and stems.

~~(B)~~ (Z) EDIBLE CANNABIS PRODUCT - Cannabis product that is intended to be used, orally, in whole or in part, for human consumption, ~~including, but not limited to, chewing gum, but excluding products set forth in Cal. Food and Agricultural Code, Division 15 (commencing with Section 32501). An EDIBLE CANNABIS PRODUCT is not considered food, as defined by Cal. Health and Safety Code, Section 109935, or a drug, as defined by Cal Health and Safety Code, Section 109925. For purposes, "edible cannabis product" includes cannabis products that dissolve or disintegrate in the mouth, but does not include any product otherwise defined as "cannabis concentrate."~~

~~(C)~~ (A) FUND - The Cannabis Control Fund established pursuant to Cal. Bus. and Prof. Code, Section 26210.

~~(D)~~ (B) GREENHOUSE - A fully enclosed permanent structure that is clad in transparent material with climate control, such as heating and ventilation capabilities and supplemental artificial lighting, and that uses a combination of natural and supplemental lighting for cultivation.

(CC) INDOOR CULTIVATION - The cultivation of cannabis within a permanent structure using exclusively artificial light.

~~(E)~~ (D) KIND - Applicable type or designation regarding a particular cannabis variant or cannabis product type, including, but not limited to, strain name or other grower trademark, or growing area designation.

~~(F)~~ (E) LABELING - Any label or other written, printed, or graphic matter upon a cannabis product, upon its container.

~~(G)~~ (F) LICENSE - A State license issued by the State and includes both an A-license and an M-license, as well as a testing laboratory license.

~~(H)~~ (G) LICENSEE - Any person holding a license under this article, regardless of whether the license held is an A-license or an M-license, and includes the holder of a testing laboratory license.

(~~HH~~) LICENSING AUTHORITY - The City of Oxnard and/or State agency responsible for the issuance, renewal, or reinstatement of the license, or the City of Oxnard and/or State agency authorized to take disciplinary action against the licensee.

(~~HI~~) LIMITED-ACCESS AREA - An area in which cannabis is stored or held and is only accessible to a licensee or permittee and authorized personnel.

(~~KK~~) LIVE PLANTS - Living cannabis flowers and plants, including seeds, immature plants, and vegetative stage plants.

(~~LL~~) LOCAL JURISDICTION - A city, county or city and county.

(~~MM~~) LOCAL EQUITY APPLICANT - Applicant with at least 40% local ownership. ~~To remain a local equity applicant, a minimum of 40% local ownership must be maintained in the aggregate. Ownership shall not fall below 40% at any time and for the entire period~~ life of time in which a local equity applicant has a the commercial cannabis business permit issued by the city. If an applicant does not obtain a commercial cannabis business permit based upon the local equity status, then that applicant shall not be deemed a local equity applicant.

(~~NN~~) LOCAL OWNERSHIP - Ownership interest(s) held by one or more natural persons who are a resident within the city's corporate boundaries as of the date the application is submitted and who maintain local residency at all times while their ownership interest(s) are used for qualifying as a local equity applicant for one or more commercial cannabis business permits. A minimum of 40% of cannabis ownership (in the aggregate) is required to be composed of residents of the City of Oxnard for the duration of the commercial cannabis business permit issued to the Local Equity Applicant. Factors used to determine local residency shall include (as applicable) but are not limited to the following: ownership or rental of dwelling unit within the city's corporate boundaries that is the primary residence; California driver's license with a residential address within the city's corporate boundaries that is the primary residence; voter registration at a residential address within the city's corporate boundaries that is the primary residence; residential address within the city's corporate boundaries used for filing State and federal income tax returns that is the primary residence; and the natural person does not have a homestead exemption in any jurisdiction other than within the city's corporate boundaries. ~~LOCAL OWNERSHIP~~ Local ownership is subject to ongoing verification under penalty of perjury. Failure to maintain a minimum of 40% local ownership is grounds for revocation of the commercial cannabis business permit.

(~~OO~~) LOT - A batch or a specifically identified portion of a batch.

(~~PP~~) M-LICENSE - A State license issued by the State for commercial cannabis activity involving medicinal cannabis.

(~~QQ~~) M-LICENSEE - Any ~~person~~ Person holding a license by the State for commercial cannabis activity involving medicinal cannabis.

(~~RR~~) MANUFACTURE - To compound, blend, extract, infuse, or otherwise make or prepare a cannabis product.

(~~SS~~) MANUFACTURED CANNABIS - Raw cannabis that has undergone a process whereby the raw agricultural product has been transformed into a concentrate, extraction or other manufactured product intended for internal consumption through inhalation or



oral ingestion or for topical application.

~~(TTSS)~~ MANUFACTURER - A licensee that conducts the production, preparation, propagation, or compounding of cannabis or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages cannabis or cannabis products or labels or container.

~~(TTTT)~~ MANUFACTURING SITE - A location that produces, prepares, propagates, or compounds cannabis or cannabis products, directly or indirectly, by extraction methods, independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis, and is owned and operated by a person issued a valid commercial cannabis business permit for manufacturing from the City of Oxnard and, a valid State license as required for manufacturing of cannabis products.

~~(VVUU)~~ MEDICINAL CANNABIS or MEDICINAL CANNABIS PRODUCT - Cannabis or a cannabis product, respectively, intended to be sold for use pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at Cal. Health and Safety Code, Section 11362.5, by a medicinal cannabis patient in California ~~who possesses a physician's recommendation.~~

(VV) MIXED-LIGHT CULTIVATION - The cultivation of cannabis in a greenhouse, glasshouse, conservatory, hothouse, or other similar structure using light deprivation and/or one of the artificial lighting models, excluding hoop structures.

(WW) NONVOLATILE SOLVENT - Any solvent used in the extraction process that is not a volatile solvent. For purposes of this article, a nonvolatile solvent includes carbon dioxide (CO2) used for extraction and ethanol used for extraction or post-extraction processing.

(XX) NURSERY - A licensee that produces only clones, immature plants, seeds, and other agricultural products used specifically, for the propagation and cultivation of cannabis.

(YY) OPERATION - Any act for which a license is required under the provisions of this article, or any commercial transfer of cannabis or cannabis products.

~~(ZZ)~~ (ZZ) OUTDOOR CULTIVATION - The cultivation of cannabis, outside of a structure, without the use of artificial lighting in the canopy area at any point in time. Cultivation within a hoop structure is considered outdoor cultivation.

(AAA) OWNER - Any of the following:

(1) ~~A person~~ An individual with an ~~aggregate~~ ownership interest ~~of 20% or more~~ in the ~~person applying for a license,~~ Person with the commercial cannabis business permit or a licensee, unless the interest is solely a security, lien, or encumbrance.

(2) The manager of a nonprofit or other entity.

(3) A member of the board of directors ~~of a nonprofit.~~

(4) An individual who will be participating in the direction, control, or management of the business ~~applying for a license,~~ or who has a financial interest in the business other than a fixed lease of real property.

~~(AAABBB)~~ PACKAGE - Any container or receptacle used for holding cannabis or cannabis

products.

(~~BBB~~CCC) PATIENT or QUALIFIED PATIENT - The same definition as Cal. Health and Safety Code, Sections 11362.7 et seq., as it may be amended, and which means a person who is entitled to the protections of Cal. Health and Safety Code, Section 11362.5.10.

(~~CCC~~DDD) PERSON - Includes any individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business, business trust, receiver, syndicate, or any other group or combination acting as a unit, and the plural as well as the singular.

(~~DDD~~EEE) PERSON WITH AN IDENTIFICATION CARD - The meaning given that term by Cal. Health and Safety Code, Section 11362.7.

~~(EEE) PHYSICIAN'S RECOMMENDATION - A recommendation by a physician that a patient use cannabis provided in accordance with the Compassionate Use Act of 1996 (Proposition 215), found at Cal. Health and Safety Code, Section 11362.5.~~

(FFF) PREMISES - The designated structure or structures and land specified in the application that is owned, leased, or otherwise held under the control of the applicant or licensee where the commercial cannabis activity will be or is conducted. The premises shall be a contiguous area and shall only be occupied by one licensee unless the operator is granted a M-license and an A-license for the same type of activity and such operation is lawful under ~~state~~State and local laws, rules and regulations.

(GGG) PROCESSING - A cultivation site that conducts only trimming, drying, curing, grading, packaging, or labeling of cannabis and ~~nonmanufactured~~non manufactured cannabis products.

(HHH) PURCHASER - The customer who is engaged in a transaction with a licensee for purposes of obtaining cannabis or cannabis products.

(III) RETAILER - A commercial cannabis business facility where cannabis, cannabis products, or devices for the use of cannabis or cannabis products are offered, ~~either individually or in any combination,~~ for retail sale, ~~including by~~ an establishment (whether fixed or mobile) that delivers, pursuant to express authorization, cannabis and cannabis products as part of a retail sale, and where the operator who holds both a valid commercial cannabis business permit from the City of Oxnard ~~authorizing the operation of a retailer,~~ and a valid State license as required by State law to operate as a retailer.

(JJJ) SELL, SALE, and TO SELL - Include any transaction whereby, for any consideration, title to cannabis or cannabis products are transferred from one ~~person~~Person to another, and includes the delivery of cannabis or cannabis products pursuant to an order placed for the purchase of the same and soliciting or receiving an order for the same, but does not include the return of cannabis or cannabis products by a licensee to the licensee from whom the cannabis or cannabis product was purchased.

(KKK) STATE LICENSE - A permit or license issued by the State of California, or one of its departments or divisions, under MAUCRSA and any subsequent State of California legislation regarding the same to engage in commercial cannabis activity.

(LLL) TESTING LABORATORY - A laboratory, facility, or entity in the State that offers or performs tests of cannabis or cannabis products and that is both of the following:

(1) Accredited by an accrediting body that is independent from all other persons

involved in commercial cannabis activity in the State.

(2) Licensed by the State of California.

(MMM) TOPICAL CANNABIS - A product intended for external application and/or absorption through the skin. A topical cannabis product is not considered a drug as defined by Cal. Health and Safety Code, Section 109925.

(NNN) TRANSPORT - The transfer of cannabis products from the permitted business location of one licensee to the permitted business location of another licensee, for the purposes of conducting commercial cannabis activity authorized by MAUCRSA which may be amended or repealed by any subsequent State of California legislation regarding the same.

(OOO) UNIQUE IDENTIFIER - An alphanumeric code or designation used for reference to a specific plant on a licensed premises and any cannabis or cannabis product derived or manufactured from that plant.

(PPP) VOLATILE SOLVENT - Any solvent that is or produces a flammable gas or vapor that, when present in the air in sufficient quantities, will create explosive or ignitable mixtures. Examples of VOLATILE SOLVENTS include, but are not limited to, butane, hexane, and propane.

(QQQ) YOUTH CENTER - Any public or private facility that is primarily used to host recreation or social activities for minors, including, but not limited to, private youth membership organizations or clubs, social service teenage club facilities, video arcades where ten or more video games or game machines or devices are operated, and where minors are legally permitted to conduct business, or similar amusement park facilities. It shall also include a park, playground or recreational area specifically designed to be used by children which has play equipment installed, including public grounds designed for athletic activities such as baseball, softball, soccer, or basketball or any similar facility located on a public or private school grounds, or on city, county or ~~state~~[State](#) parks. This definition shall not include any private martial arts, yoga, ballet, music, art studio or similar studio of this nature nor shall it include any private gym, athletic training facility, pizza parlor, dentist office, doctor's office primarily serving children or a location which is primarily utilized as an administrative office or facility for youth programs or organizations.

#### SEC. 11-455. CANNABIS EMPLOYEE PERMIT REQUIRED.

~~A request for a cannabis employee permit will only be initiated after securing a favorable recommendation for a commercial cannabis business permit. If an owner has employees at the time of submittal of the commercial cannabis business permit application, a request for a cannabis employee permit can be initiated in advance of issuance of a discretionary land use permit.~~

(A) Any person who is an employee or who otherwise works within a commercial cannabis business must be legally authorized to do so under applicable State law.

(B) Any person who is an employee or who otherwise works ~~within~~ [manages or is an Owner of](#) a commercial cannabis business must obtain a commercial cannabis employee work permit from the city ~~prior to performing any work at any commercial cannabis business.~~

(C) Applications for a commercial cannabis employee work permit shall be developed, made available, and processed by the city manager or his or her designee(s), and shall include, but not be limited to, the following information:

- (1) Name, address, and phone number of the applicant;
- (2) Age and verification of applicant. A copy of a birth certificate, driver's license, government issued identification card, passport or other proof that the applicant is at least 21 years of age must be submitted with the application;
- (3) Name, address of the commercial cannabis business ~~where the person will be employed,~~ and the name of the primary manager of that business;
- (4) A list of any crimes enumerated in Cal. Bus. and Prof. Code, Section 26057(b)(4) for which the applicant or employee has been convicted;
- ~~(5) Name, address, and contact person for any previous employers from which the applicant was fired, resigned, or asked to leave and the reasons for such dismissal or firing;~~
- ~~(6)~~ The application shall be accompanied by fingerprints and a recent photograph of the applicant in a form and manner as required by the city manager or his or her designee(s);
- ~~(7)~~ A signed statement under penalty of perjury that the information provided is true and correct;
- ~~(8)~~ If applicable, verification that the applicant is a qualified patient or primary caregiver;
- ~~(9)~~ A fee paid in an amount set by resolution of the city council in an amount necessary to cover the costs of administering the employee work permit programs. The fee is non-refundable and shall not be returned in the event the work permit is denied or revoked.

(D) (1) The applicable city department head or his or her designee(s) shall review the application for completeness, shall conduct a background check to determine whether the applicant was convicted of a crime or left a previous employer for reasons that show the applicant:

- (a) Has been convicted of a crime involving dishonesty, fraud or deceit, including but not limited to fraud, forgery, theft, or embezzlement as those offenses are defined in Cal. Penal Code, Sections 186.11, 470, 484, and 504a; or
- (b) Has committed a felony or misdemeanor involving fraud, deceit, embezzlement; or
- (c) Was convicted of a violent felony, a crime of moral turpitude; or
- (d) The illegal use, possession, transportation, distribution or similar activities related to controlled substances, as defined in the Federal Controlled Substances Act, except for cannabis related offenses for which the conviction occurred after the passage of the Compassionate Use Act of 1996.

(2) Discovery of these facts showing that the applicant is dishonest or has been convicted of the requisite crimes are grounds for denial of the permit. Where the applicant's sentence (including any term of probation, incarceration, or supervised release) for possession of,

possession for sale, sale, manufacture, transportation, or cultivation of a controlled substance is completed, such underlying conviction shall not be the sole ground for denial of a commercial cannabis work permit. Furthermore, an applicant shall not be denied a permit if the denial is based solely on any of the following: (i) a conviction for any crime listed in subsection (D)(1)(d) above for which the applicant has obtained a certificate of rehabilitation pursuant to Cal. Penal Code, Chapter 3.5 (commencing with Section 4852.01) of Title 6 of Part 3, or (ii) a conviction that was subsequently dismissed pursuant to Cal. Penal Code, Sections 1203.4, 1203.4a, or 1203.41 or any other provision of State law allowing for dismissal of a conviction.

(E) The applicable department head or his or her designee(s) shall issue the commercial cannabis employee permit or a written denial to the applicant within 30 days of the date the application was deemed complete. In the event the cannabis employee work permit cannot be issued within this time period, then the city manager or his or her designee(s) may issue a temporary work permit for an employee upon completing a preliminary background check and if the business can demonstrate to the city manager or his or her designee(s) that the employee is necessary for the operation of the business. The temporary permit may be immediately revoked by the city manager or his or her designee(s) upon determination that the applicant has failed the background check or upon the issuance of the permanent work permit.

(F) An employee work permit shall be valid for a ~~12~~<sup>36</sup>-month period and must be renewed ~~on an annual basis~~<sup>every three years</sup>. Renewal applications shall contain all the information required in subsection (C) above including the payment of a renewal application fee in an amount to be set by resolution of the city council.

(G) In the event a person changes employment from one commercial cannabis business in the city to another, the work permit holder shall notify the applicable department head or his or her designee(s) in writing of the change within ten days, or the work permit shall be suspended or revoked, and such person shall not be permitted to work at any commercial cannabis business in the city.

(H) The city may immediately revoke the commercial cannabis employee permit should the permit holder be convicted of a crime listed in subsection (D) above or if facts become known to the city that the permit holder has engaged in activities showing that he or she has been convicted of a crime involving dishonesty.

(I) The city manager or his or her designee(s) is hereby authorized to promulgate all regulations necessary to implement the work permit process and requirements.

(J) The applicant may appeal the denial or revocation of a commercial cannabis employee permit by filing a notice of appeal with the city clerk within ten days of the date the applicant received the notice of denial. The city manager or his or her designee shall hear such appeal and his or her decision shall be final and not subject to further appeals.

(K) The applicable city department head or his or her designee(s) shall issue a permit in the form of a personal identification card that can be worn in a prominent and visible location. The identification card shall be maintained in good and readable condition at all times.

#### SEC. 11-456. MAXIMUM NUMBER AND TYPE OF AUTHORIZED COMMERCIAL CANNABIS BUSINESSES PERMITTED.

(A) The number of each type of commercial cannabis business that shall be permitted to operate in the city at any one time shall be as follows:

(1) Cannabis manufacturing - Maximum of eight [\(8\)](#) at any one time, with up to three permits issued to local equity applicants.

(2) Cannabis testing lab - Maximum of one [\(1\)](#) at any one time.

(3) Cannabis distributor - Maximum of three [\(3\)](#) at any one time, with up to three permits issued to local equity applicants.

(4) Cannabis retail - Maximum of [sixteen \(16\)](#) at any one time, with up to three permits issued to local equity applicants.

[\(5\) Cannabis cultivation - Maximum of five \(5\) at any one time.](#)

(B) This section is only intended to create a maximum number of commercial cannabis businesses that may be issued permits to operate in the city under each category. Nothing in this article creates a mandate that the city council must issue any or all of the commercial cannabis business permits.

(C) Each year following the city manager's initial award of commercial cannabis business permits, if any, or at any time at the city council's discretion, the city council may reassess the number of commercial cannabis business permits which are authorized for issuance. The city council at its discretion, may determine that the number of commercial cannabis business permits should remain the same, or be expanded.

#### SEC. 11-457. COMMERCIAL CANNABIS BUSINESS PERMIT; APPLICATION PROCEDURE.

(A) The city manager or his or her designee shall adopt the procedures to govern the application process, and the manner in which the decision will ultimately be made regarding the issuance of any commercial cannabis business permit(s), which shall include or require the city manager to provide detailed objective review criteria to be evaluated on a point system or equivalent quantitative evaluation scale tied to each set of review criteria ("review criteria"). The city manager or his or her designee(s) shall be authorized to prepare the necessary forms, adopt any necessary rules to the application, regulations and processes, solicit applications, and conduct initial evaluations of the applicants.

(B) At the time of filing, each applicant shall pay an application fee established by resolution of the city council, to cover all costs incurred by the city in the application process.

(C) After the initial review, ranking, and scoring under the review criteria, the city manager or his or her designee(s) will make a final determination in accordance with this section and shall either deny or approve the final candidates and shall select the top candidates in each category of the commercial cannabis businesses. Notwithstanding anything in this article to the contrary, the city manager's decision as to the selection of the prevailing candidates shall be final and shall not be subject to appeal.

(D) Official issuance of the commercial cannabis business permit(s) is conditioned upon the prevailing candidate(s) obtaining all required land use approvals [and completing to the city's satisfaction all conditions of approval required for the site to be issued a certificate of](#)



occupancy and commercial cannabis business permit. Following the city manager's selection of the ~~person~~Person who shall be issued a commercial cannabis business permit, the prevailing candidate(s) shall apply to the city's community development department to obtain required land use approvals or entitlements ~~for~~ the pursuant to Section 16-163. A special use permit (SUP) or a development design review (DDR) permit shall be required prior to the issuance of building permits. The SUP and DDR shall expire one year after issuance if the applicant has not diligently pursued obtaining the necessary building permits and complying with the conditions of approval needed for the business to open at the approved location. The permittee's location and use approvals shall include compliance with all applicable provisions of the California Environmental Quality Act. The community development director shall formally issue the commercial cannabis business permit(s) once the community development director or his or her designee(s) affirms that all of the required land use approvals have been obtained and all required conditions of approval have been complied with.

(E) Issuance of a commercial cannabis business permit does not create a land use entitlement. The commercial cannabis business permit shall only be for a term of 12 months and shall expire at the end of the 12- month period unless it is renewed as provided herein. Furthermore, no permittee may begin operations, notwithstanding the issuance of a commercial cannabis business permit, unless all of the State and local laws and regulations, including but not limited to the requirements of this article and of the permit, have been complied with.

(F) Notwithstanding anything in this article to the contrary, the city manager reserves the right to reject any or all applications if the city manager determines it would be in the best interest of the city, taking into account any health, safety and welfare impacts on the community. Applicants shall have no right to a commercial cannabis business permit until a permit is actually issued, and then only for the duration of the permit's term. Each applicant assumes the risk that, at any time prior to the issuance of a permit, the city council may terminate or delay the program created under this article.

(G) If an application is denied, a new application may not be filed for one year from the date of the denial.

(H) Each ~~person~~Person granted a commercial cannabis business permit shall be required to pay the permit fee established by resolution of the city council, to cover the costs of administering the commercial cannabis business permit program created in this article.

(I) Preservation of rights. The city reserves the right to reject any or all applications. Prior to permit issuance by the city council, the city may also modify, postpone, or cancel any request for applications, or the entire program under this article, at any time without liability, obligation, or commitment to any party, firm, or organization, to the extent permitted under State law. Persons submitting applications assume the risk that all or any part of the program, or any particular category of permit potentially authorized under this article, may be ~~cancelled~~canceled at any time prior to permit issuance. The city further reserves the right to request and obtain additional information from any candidate submitting an application. In addition to possible rejection for failure to comply with other requirements in this article, an applicant also risks being rejected for any of the following reasons:

(1) Proposal received after designated time and date.



(2) Proposal not containing the required elements, exhibits, nor organized in the required format.

(3) Proposal considered not fully responsive to the request for permit application.

#### SEC. 11-458. PERSONS PROHIBITED FROM HOLDING A LICENSE OR EMPLOYEE WORK PERMIT.

Any person who has been issued any of the following actions or notices for non-compliance, shall be prohibited from holding a commercial cannabis business permit in the city, with such actions or notices also grounds for denial of a commercial cannabis business permit:

(A) The applicant has been denied a license or has had a license suspended or revoked by any city, county, city and county or any other State cannabis licensing authority;

(B) The applicant was notified that they were conducting commercial cannabis activity in non-compliance with this chapter 11 or other City of Oxnard ordinances, codes or requirements in which they failed to discontinue operating in a timely manner;

(C) Evidence that the applicant was in non-compliance of properly paying federal, State or local taxes and/or fees when notified by the appropriate agencies;

(D) The applicant was conducting commercial cannabis activity in the city in violation of local and State law.

#### SEC. 11-459. EXPIRATION OF COMMERCIAL CANNABIS BUSINESS PERMITS.

Each commercial cannabis business permit issued pursuant to this article shall expire 12 months after the date of its issuance. Commercial cannabis business permits may be renewed as provided in section 11-461.

#### SEC. 11-460. REVOCATION OF PERMITS.

Commercial cannabis business permits may be revoked for any violation of any law and/or any rule, regulation and/or standard adopted pursuant to any policy, procedure or regulation in this article.

#### SEC. 11-461. RENEWAL ~~APPLICATIONS~~ OF COMMERCIAL CANNABIS BUSINESS PERMITS.

(A) An application for renewal of a commercial cannabis business permit shall be filed at least 60 calendar days prior to the expiration date of the current permit.

(B) The renewal application shall contain ~~all the~~ the current owner and employee information, copy of the owner's State license, the city business tax certificate, and such other information as required ~~for new applications by the city.~~

(C) The applicant shall pay a regulatory compliance fee in an amount ~~to be set by the city council to cover the costs of processing the renewal permit application, together with any~~

~~costs~~resolution. The regulatory compliance fee shall not exceed the reasonable cost incurred by the city to administer the program created ~~under~~by this article. The applicant shall pay this annual fee, at the time of renewal, on a yearly basis.

(D) An application for renewal of a commercial cannabis business permit may be rejected if any of the following exists:

(1) The application is filed less than 60 days before its expiration.

(2) The commercial cannabis business permit is suspended or revoked at the time of the application.

(3) The commercial cannabis business has not been in regular and continuous operation in the four months prior to the renewal application.

(4) The commercial cannabis business has failed to conform to the requirements of this article, or of any regulations adopted pursuant to this article.

(5) The permittee fails or is unable to renew its State of California license.

(6) If the city or State has determined, based on substantial evidence, that the permittee or applicant is in violation of the requirements of this article, of the city ordinance, or of the State rules and regulations, and the city or State has determined that the violation is grounds for termination or revocation of the commercial cannabis business permit.

(E) The city manager or his or her designee(s) is authorized to make all decisions concerning the issuance of a renewal permit. In making the decision, the city manager or his or her designee(s) is authorized to impose additional conditions to a renewal permit, if it is determined to be necessary to ensure compliance with State or local laws and regulations or to preserve the public health, safety or welfare. Appeals from the decision of the city manager or his or her designee(s) shall be handled pursuant to ~~sections~~Sections 11-464 to 11-465.

(F) If a renewal application is rejected, a ~~person~~Person may file a new application pursuant to this article no sooner than one year from the date of the rejection.

#### SEC. 11-462. EFFECT OF STATE LICENSE SUSPENSION, REVOCATION, OR TERMINATION.

Suspension of a license issued by the State, or by any of its departments or divisions, shall immediately suspend the ability of a commercial cannabis business to operate within the city, until the State, or its respective department or division, reinstates or reissues the State license. Should the State, or any of its departments or divisions, revoke or terminate the license of a commercial cannabis business, such revocation or termination shall also revoke or terminate the ability of a commercial cannabis business to operate within the City of Oxnard.

#### SEC. 11-463. APPEALS.

Unless specifically provided elsewhere to the contrary, whenever an appeal is specifically provided for in this article, the appeal shall be conducted as prescribed in this article.

SEC. 11-464. ~~WRITTEN REQUEST FOR~~ APPEAL OF DECISION OF CITY MANAGER OR PLANNING COMMISSION.

(A) Within ten calendar days after the date of a decision of the city manager or his or her designee(s) to revoke, or suspend, or to add conditions to a permit, an aggrieved party may appeal such action by filing a written appeal with the city clerk setting forth the reasons why the decision was not proper.

(B) Within ~~ten~~eighteen calendar days after the date of a decision of the planning commission to approve a special use permit pursuant to this article, an aggrieved party may appeal such action by filing a written appeal with the city clerk setting forth the reasons why the decision was not proper.

(C) At the time of filing, the appellant shall pay the designated appeal fee in an amount, established by resolution of the city council.

(D) Appeals shall be conducted in accordance with Section 16-465.

SEC. 11-465. APPEAL HEARING.

(A) Upon receipt of the written appeal pursuant to ~~section~~Section 11-464, the city clerk shall set the matter for a hearing before the city council. The city council shall hear the matter de novo and shall conduct the hearing pursuant to the procedures set forth by the city.

(B) The appeal shall be held within a reasonable time after the filing the appeal, but in no event later than 90 days from the date of such filing. The city shall notify the appellant of the time and location at least ten days prior to the date of the hearing.

(C) At the hearing, the appellant may present any information they deem relevant to the decision appealed. The formal rules of evidence and procedure applicable in a court of law shall not apply to the hearing. The decision of the city council shall be final.

SEC. 11-466. APPEAL ~~FROM~~OF DECISION OF COMMUNITY DEVELOPMENT DIRECTOR.

(A) Within ten calendar days after the date of a decision of the community developer director pursuant to this article, an aggrieved party may appeal such action by filing a written appeal with the city clerk setting forth the reasons why the decision was not proper. At the time of filing, the appellant shall pay the designated appeal fee, established by resolution of the city council.

(B) Upon receipt of the written appeal pursuant to subsection (A), the city clerk shall set the matter for a hearing before the planning commission. The planning commission shall hear the matter de novo and shall conduct the hearing pursuant to the procedures set forth by the city. The appeal shall be held within a reasonable time after filing the appeal, but in no event later than 90 days from the date of such filing. The city shall notify the appellant of the time and location at least ten days prior to the date of the hearing.

(C) At the hearing, the appellant may present any information they deem relevant to the decision appealed. The formal rules of evidence and procedure applicable in a court of law shall not apply to the hearing. The decision of the planning commission shall be final.

#### SEC. 11-467. CHANGE IN LOCATION; UPDATED REGISTRATION FORM.

Any time the location of a commercial cannabis business or retailer specified in the regulatory permit is proposed to be changed, the applicant shall be required to first secure a new commercial cannabis business permit, and discretionary land use permit for the new location before moving to that location, with such approvals subject to terminating the commercial cannabis business permit at the existing location so there is no net increase in the number of cannabis business permits issued within the city. The process and the fees shall be the same as for a new facility and in accordance with the regulations specified in this article. No proposed change in location shall be considered until such time as the original location has first been opened for business for a minimum of one year consistent with the requirement of the city's regulations.

#### SEC. 11-468. TRANSFER OF CANNABIS BUSINESS PERMIT.

(A) The holder of a cannabis business permit shall not transfer ownership or control of the permit to another person unless and until the transferee obtains an amendment to the permit from the city manager or his or her designee stating that the transferee is now the permittee. Such an amendment may be obtained only if the transferee files an application with the city manager or his or her designee in accordance with all provisions of this article (as though the transferee were applying for an original cannabis business permit) accompanied by a transfer fee in an amount set by resolution of the city council (or if not set, shall be the same amount as the application fee), and the city manager or his or her designee determines, after hearing, in accordance with this section that the transferee passed the background check required for permittees and meets all other requirements of this article. The decision of the city manager is final. For the purposes of this subsection (A) "control" shall be deemed to be the aggregate transfer of 40% or more of the ownership of the permit.

(B) Commercial cannabis business permits issued through the grant of a transfer by the city manager or his or her designee shall be valid for a period of one year beginning on the day the city manager or his or her designee approves the transfer of the permit. Before the transferee's permit expires, the transferee shall apply for a renewal permit in the manner required by this article.

(C) Changes in ownership of a permittee business structure or a substantial change in the ownership of a permittee business entity (i.e., changes that result in a cumulative change of more than ~~51~~40% of the original ownership) must be approved by the city manager or his or her designee through the transfer process contained in subsection (A). Failure to comply with this provision is grounds for permit revocation.

(D) ~~(1)~~ A permittee may change the form of business entity without applying to the city manager or his or her designee for a transfer of permit, provided that ~~either:~~

~~(a) The~~the membership of the new business entity is substantially similar to original permit holder business entity (at least ~~51~~60% of the membership is identical), ~~or~~

~~(b) If the original permittee is an unincorporated association, mutual or public benefit corporation, agricultural or consumer cooperative corporation and subsequently transitions to or forms a new business entity as allowed under the MAUCRSA provided that the board of directors (or in the case of an unincorporated association, the individual(s) listed on the city permit application) of the original permittee entity are the same as the new business entity.~~

~~(2) Although a transfer is not required in these two circumstances, the~~The permit holder ~~is required to~~shall notify the city manager in writing of the change within ten days of the change. Failure to comply with this provision is grounds for permit revocation.

(E) No commercial cannabis business permit may be transferred when the city manager or his or her designee has notified the permittee that the permit has been or may be suspended or revoked.

(F) Any attempt to transfer a commercial cannabis business permit either directly or indirectly in violation of this section is hereby declared void, and such a purported transfer shall be deemed a ground for revocation of the permit.

(G) Notwithstanding any language in this section to the contrary, no transfer of a local equity ownership interest in a business that obtained its commercial cannabis business permit as a local equity applicant shall be allowed if such proposed transfer would reduce the local equity interest in the commercial cannabis business to a level below that required for a local equity applicant.

#### SEC. 11-469. CITY BUSINESS TAX CERTIFICATE.

Prior to commencing operations, a commercial cannabis business shall obtain a City of Oxnard business tax certificate, pursuant to article I.

#### SEC. 11-470. BUILDING PERMITS AND INSPECTION.

Prior to commencing operations, a commercial cannabis business shall be subject to a mandatory building inspection and must obtain all required permits and approvals which would otherwise be required for any business of the same size and intensity operating in that zone. This includes but is not limited to obtaining any required building permit(s), the fire department approvals, health department approvals and other zoning and discretionary land use permit(s) and approvals.

#### SEC. 11-471. CERTIFICATION FROM THE COMMUNITY DEVELOPMENT DIRECTOR.

Prior to submittal of a commercial cannabis business permit ~~application, a certification,~~  
the applicant shall obtain a zoning clearance (ZC) and zoning verification letter (ZVL) from the community development director or his or her designee(s) certifying that the business is located on a site that meets all of the requirements of chapter 16 and this article ~~shall be obtained~~. A fee shall be established by city council resolution for submittal and processing

of this certification.

#### SEC. 11-472. RIGHT TO OCCUPY AND TO USE PROPERTY.

(A) As a condition precedent to the city's issuance of a commercial cannabis business permit pursuant to this article, any ~~person~~[Person](#) intending to open and to operate a commercial cannabis business shall provide sufficient evidence of the legal right to occupy and to use the proposed location. In the event the proposed location will be leased from the property owner, the applicant shall be required to provide a signed and notarized statement from the owner of the property acknowledging that the property owner has read this article and consents to the operation of the commercial cannabis business on the owner's property.

(B) The lease, sublease or other agreement to occupy the property must be at fair market value and not have any terms or conditions for the permittee to pay the property owner, commercial broker, or any third party a percentage of gross receipts, royalties, equity, or other unreasonable compensation as determined by the city. In addition, all leases, subleases, or other agreements must be based on a monthly rate.

#### SEC. 11-473. LOCATION AND DESIGN OF CANNABIS BUSINESSES.

Specific types of commercial cannabis businesses are subject to the following zoning and locational requirements:

(A) All cannabis manufacturing, testing, and distribution businesses have been conceptually identified on land use maps, with actual siting subject to land use siting criteria and buffer requirements stipulated in this article. Manufacturing, testing, and distribution facilities are conceptually permitted ~~on property must be located~~ on property zoned limited manufacturing (ML), light manufacturing (M1), heavy industrial (M2), and business and research park (BRP), as well as auto sales and service, business park, and commercial manufacturing zones within the Rose Santa Clara Corridor Specific Plan. Manufacturing, testing, and/or distribution facilities may also be located in the following specific plan areas subject to relevant specific plan requirements: Northeast Community Specific Plan, Sakioka Farms, Camino Real Business Park, McInnes Ranch Business Park Specific Plan, and Northfield Seagate Business Park Specific Plan.

[\(B\) Cultivation is conceptually permitted on property zoned limited manufacturing \(ML\), light manufacturing \(M1\), heavy industrial \(M2\), and business and research park \(BRP\). Cultivation may also be located in the following areas subject to relevant specific plan requirements: Sakioka Farms Business Park Specific Plan; McInnes Ranch Business Park Specific Plan; Arcturus Ave.; Northfield & Seagate Business Park Specific Plan; Channel Island Business Center; and Statham Business Park.](#)

~~(B)~~[\(C\)](#) All cannabis retail dispensary businesses have been conceptually identified on land use maps, with actual siting subject to land use siting criteria and buffer requirements as stipulated in this subsection ~~(B)~~[\(C\)](#). Retailers are conceptually permitted in property zoned neighborhood shopping center (C-1), neighborhood shopping center planned development (C-1-PD), general commercial (C-2), general commercial planned development (C-2-PD), coastal neighborhood commercial (CNC), and commercial planned development (CPD),

business park, retail commercial, and commercial manufacturing zones within the Rose Santa Clara Corridor Specific Plan. Retail dispensaries may also be located in the following specific plan areas subject to relevant specific plan requirements: RiverPark - commercial office, commercial convention, and commercial regional, Sakioka Farms, and Camino Real Business Park.

(~~C~~D) Compliance with any specific plan requirements.

(~~D~~E) The property on which any commercial cannabis business is located must also meet all of the following distance requirements:

(1) It shall be no closer than 600 feet of any of the following:

(a) Any school providing instruction in kindergarten or any grades 1 through 12, whether public, private, or charter, including pre-school, transitional kindergarten, and K-12.

(b) A commercial daycare center licensed by the city or county that is in existence at the time the license is issued, unless the State licensing authority or the city specifies a different radius.

(c) A youth center that is in existence at the time the license is issued, unless the State licensing authority or the city specifies a different radius.

(2) The distance specified in this subsection shall be the horizontal distance measured in a straight line from the property line of the identified use to the closest property line of the lot on which the cannabis use is located without regard to intervening structures.

(~~E~~F) Each proposed commercial cannabis business use shall:

(1) Conform with the city's general plan, any applicable specific plans, master plans, and design requirements.

(2) Comply with all applicable zoning, and specific plan requirements, and related development standards.

(3) Be constructed in a manner that minimizes odors to surrounding uses, and promotes quality design and construction, and consistency with the surrounding properties.

(4) Be adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping and all items required for the development.

(5) Be served by highways adequate in width and improved as necessary to carry the kind and quantity of traffic such use will generate.

(6) Be provided with adequate electricity, sewerage, disposal, water, fire protection (sprinkler and alarm; retrofit when determined necessary by the fire marshal) and storm drainage facilities for the intended purpose.

#### SEC. 11-474. LIMITATIONS ON CITY'S LIABILITY.

To the fullest extent permitted by law, the City of Oxnard shall not assume any liability whatsoever with respect to having issued a commercial cannabis business permit pursuant to this article or otherwise approving the operation of any commercial cannabis business.



As a condition to the approval of any commercial cannabis business permit, the applicant shall be required to meet all of the following conditions before they can receive the commercial cannabis business permit:

(A) They must execute an agreement, in a form approved by the city attorney, agreeing to indemnify, defend (at applicant's sole cost and expense), and hold the City of Oxnard and its officers, officials, employees, representatives, and agents harmless, from any and all claims, losses, damages, injuries, liabilities or losses which arise out of, or which are in any way related to the city's issuance of the commercial cannabis business permit, the city's decision to approve the operation of the commercial cannabis business or activity, the process used by the city in making its decision, or the alleged violation of any federal, State or local laws by the commercial cannabis business or any of its officers, employees or agents.

(B) Maintain insurance at coverage limits, and with conditions thereon determined necessary and appropriate from time to time by the city manager.

(C) Reimburse the City of Oxnard for all costs and expenses, including but not limited to legal fees and costs and court costs, which the City of Oxnard may be required to pay as a result of any legal challenge related to the city's approval of the applicant's commercial cannabis business permit, or related to the city's approval of a commercial cannabis activity. The City of Oxnard may, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve any of the obligations imposed hereunder.

SEC. 11-475. ~~RESERVED~~ CANNABIS DELIVERY FROM OUTSIDE THE CITY.

(A) Cannabis delivery from outside the city is only allowed from state licensed operators who meets the following requirements:

- (1) First obtain an Oxnard Business Tax Certificate;
  - (2) Provide the City with a copy of the State license issued by the Department of Cannabis Control that authorizes such deliveries; and
  - (3) During delivery into the city, the delivery driver from the state licensed operator displays the following information in each delivery vehicle at all times: (a) A copy of a City of Oxnard Business Tax Certificate.
- (b) A copy of a State license issued by the Department of Cannabis Control. (B) Cannabis deliveries from within the city are only allowed from city licensed commercial cannabis retailers.

SEC. 11-476. RECORDS AND RECORDKEEPING.

(A) Each owner and operator of a commercial cannabis business shall maintain accurate books and records in an electronic format, detailing all of the revenues and expenses of the business, and all of its assets and liabilities. On no less than an annual basis (at or before the time of the renewal of a commercial cannabis business permit issued pursuant to this article), or at any time upon reasonable request of the city, each commercial cannabis business shall file a sworn statement detailing the number of sales by the commercial cannabis business during the previous 12-month period (or shorter period based upon the timing of the request), provided on a per-month basis. The statement shall also include

gross sales for each month, and all applicable taxes paid or due to be paid. On an annual basis, each owner and operator shall submit to the city a financial audit of the business's operations conducted by an independent certified public accountant. Each permittee shall be subject to a regulatory compliance review and financial audit as determined by the city manager or his or her designee(s).

(B) Each owner and operator of a commercial cannabis business shall maintain a current register of the names and the contact information (including the name, address, and telephone number) of anyone owning or holding an interest in the commercial cannabis business, and separately of all the officers, managers, employees, agents and volunteers currently employed or otherwise engaged by the commercial cannabis business. The register required by this paragraph shall be provided to the city manager or his or her designee(s) upon a reasonable request.

(C) All commercial cannabis businesses shall maintain an inventory control and reporting system that accurately documents the present location, amounts, and descriptions of all cannabis and cannabis products for all stages of the growing and production or manufacturing, laboratory testing and distribution processes until purchase as set forth MAUCRSA.

(D) Each commercial cannabis business shall allow the city to have access to the businesses books, records, accounts, together with any other data or documents relevant to its permitted commercial cannabis activities, for the purpose of conducting an audit or examination. Books, records, accounts, and any and all relevant data or documents will be produced no later than 24 hours after receipt of the city's request, unless otherwise stipulated by the city. The city may require the materials to be submitted in an electronic format that is compatible with the city's software and hardware.

#### SEC. 11-477. OPERATIONAL STANDARDS.

(A) A permitted commercial cannabis business shall implement sufficient security measures to deter and prevent the unauthorized entrance into areas containing cannabis or cannabis products, and to deter and prevent the theft of cannabis or cannabis products at the commercial cannabis business. Except as may otherwise be determined by the city manager or his or her designee(s), these security measures shall include, but shall not be limited to, all of the following and are considered in addition to the best practices identified in the guidelines for issuance of a cannabis business permit and/or conditions imposed as part of the discretionary land use permit approval:

(1) Alarm system (perimeter, fire, and panic buttons).

(2) Remote monitoring of alarm systems by licensed security professionals and first responders (Knox box, etc.).

(3) Perimeter lighting systems (including motion sensors) for after-hours security.

(4) Perimeter security and lighting as approved by the police chief, community development department or his or her designee.

(5) Preventing individuals from remaining on the premises of the commercial cannabis business if they are not engaging in an activity directly related to the permitted operations of the commercial cannabis business.

(6) Establishing limited access areas accessible only to authorized commercial cannabis business personnel.

(7) Plan for cash handling as relevant to manufacturing, testing, and distribution operations.

(8) Except for live growing plants which are being cultivated at a cultivation facility, all cannabis and cannabis products shall be stored in a secured and locked vault or vault equivalent. All safes and vaults shall be compliant with Underwriter Laboratories burglary-resistant and fire-resistant standards. All cannabis and cannabis products, including live plants that are being cultivated, shall be kept in a manner as to prevent diversion, theft, and loss.

(9) Installing 24-hour security surveillance cameras of at least HD-quality to monitor all entrances and exits to and from the premises, all interior spaces within the commercial cannabis business which are open and accessible to the public, all interior spaces where cannabis, cash or currency, is being stored for any period of time on a regular basis and all interior spaces where diversion of cannabis could reasonably occur. All cameras shall record in color. All exterior cameras shall be in weatherproof enclosures, shall be located so as to minimize the possibility of vandalism, and shall have the capability to automatically switch to black and white in low light conditions. The commercial cannabis business shall be responsible for ensuring that the security surveillance camera's footage is remotely accessible by the city manager or his or her designee(s), and that it is compatible with the city's software and hardware. In addition, remote and real-time, live access to the video footage from the cameras shall be provided to the city manager or his or her designee(s). Video recordings shall be maintained for a minimum of 90 days and shall be made available to the city manager or his or her designee(s) upon request. Video shall be of sufficient quality for effective prosecution of any crime found to have occurred on the site of the commercial cannabis business, and shall be capable of enlargement via projection or other means. Internet protocol address information shall be provided to the Oxnard police department by the commercial cannabis business, to facilitate remote monitoring of security cameras by the department or its designee.

(10) Sensors shall be installed to detect entry and exit from all secure areas, and shall be monitored in real time by a security company licensed by the State of California Bureau of Security and Investigative Services.

(11) Panic buttons shall be installed in all commercial cannabis businesses with direct notification to Oxnard police department dispatch, and shall be configured to immediately alert dispatch for the Oxnard police department.

(12) Having a professionally installed, maintained, and monitored real-time alarm system by a security company licensed by the State of California Bureau of Security and Investigative Services.

(13) Any bars installed on the windows or the doors of the commercial cannabis business shall be installed only on the interior of the building.

(14) Security personnel shall monitor premises in accordance with a security plan as authorized by the city manager or his or her designee(s), and must have a verified response security patrol when closed. Security personnel must be licensed by the State of California Bureau of Security and Investigative Services personnel and shall be subject to the prior review and approval of the city manager or his or her designee(s), with such approval not to be unreasonably withheld. Firearms may be carried by security personnel while they are on duty if authorized by the police chief.

(15) Each commercial cannabis business shall have the capability to remain secure during a power outage and shall ensure that all access doors are not solely controlled by an electronic access panel to ensure that locks are not released during a power outage.

(16) Entrance areas are to be locked at all times and under the control of a designated responsible party that is either: (a) an employee of the commercial cannabis business; or (b) a licensed security professional.

(17) Each commercial cannabis business shall have an accounting software system in place to provide point of sale data as well as audit trails or both product and cash, where applicable.

(18) Each commercial cannabis business shall demonstrate to the police chief, city manager or their designees compliance with the State's track and trace system for cannabis and cannabis products, as soon as it is operational.

(19) Each commercial cannabis business shall have state of the art network security protocols in place to protect computer information and all digital data.

(20) Exterior vegetation shall be planted, altered and maintained in a fashion that precludes its use as a hiding place for persons on the premises.

(B) Each commercial cannabis business shall identify a designated security representative/liaison to the City of Oxnard, who shall be reasonably available to meet with the city manager or his or her designee(s) regarding any security related measures and/or operational issues. The designated security representative/liaison shall, on behalf of the commercial cannabis business, annually maintain a copy of the current security plan on the premises of the business, to present to the city manager or his or her designee upon request that meets the following requirements:

(1) Confirms that a designated manager will be on duty during business hours and will be responsible for monitoring the behavior of employees.

(2) Identifies all managers of the commercial cannabis business and their contact phone numbers.

(3) Confirms that first aid supplies and operational fire extinguishers are located in the service areas and the manager's office.

(4) Confirms that burglar, fire, and panic alarms are operational and monitored by a licensed security company 24 hours a day, seven days a week, and provides contact information for each licensed security company.

(5) Identify a sufficient number of licensed, interior and exterior security personnel who will monitor individuals inside and outside the commercial cannabis business, the parking lot, and any adjacent property under the business's control.

(6) Confirm that the licensed security personnel shall regularly monitor the parking lot and any adjacent property to ensure that these area are: (a) free of individuals loitering or causing a disturbance; (b) are cleared of employees and their vehicles one-half hour after closing.

(C) As part of the application and permitting process, each commercial cannabis business shall have a storage and transportation plan, which describes in detail the procedures for safely and securely storing and transporting all cannabis, cannabis

products, and any currency.

(D) The commercial cannabis business shall cooperate with the city whenever the city manager or his or her designee(s) makes a request, without prior notice, to inspect or audit the effectiveness of any security plan or of any other requirement of this article. Prevention fire inspectors shall be allowed access to audit buildings for fire life safety concerns on a yearly basis or as determined necessary per the fire marshal.

(E) A commercial cannabis business shall notify the city manager or his or her designee(s) within 24 hours after discovering any of the following:

(1) Significant discrepancies identified during inventory. The level of significance shall be determined by the regulations promulgated by the city manager or his or her designee(s).

(2) Diversion, theft, loss, or any criminal activity involving the commercial cannabis business or any agent or employee of the commercial cannabis business.

(3) The loss or unauthorized alteration of records related to cannabis, customers or employees or agents of the commercial cannabis business.

(4) Any other breach of security.

(F) Compliance with the foregoing requirements shall be verified by the city manager or his or her designee prior to commencing business operations. The city manager or his or her designee may supplement these security requirements once operations begin, subject to review by the city manager if requested by the business owner.

#### SEC. 11-478. RESTRICTION ON ALCOHOL AND TOBACCO SALES.

(A) No ~~person~~ Person shall cause or permit the sale, dispensing, or consumption of alcoholic beverages on or about the premises of the commercial cannabis business.

(B) No ~~person~~ Person shall cause or permit the sale or tobacco products on or about the premises of the commercial cannabis business.

#### SEC. 11-479. FEES AND CHARGES.

(A) No ~~person~~ Person may commence or continue any commercial cannabis activity in the city without timely paying in full all fees and charges required for the operation of a commercial cannabis activity. Fees and charges associated with the operation of a commercial cannabis activity shall be established by resolution of the city council which may be amended from time to time.

(B) All commercial cannabis businesses authorized to operate under this article shall pay all sales, use, business and other applicable taxes, and all license, registration, and other fees required under federal, State and local law. Each commercial cannabis business shall cooperate with the city with respect to any reasonable request to audit the commercial cannabis business's books and records for the purpose of verifying compliance with this section, including but not limited to a verification of the amount of taxes required to be paid during any period.

(C) Prior to operating in the city and as a condition of issuance of a regulatory permit, the operator of each cannabis facility shall enter into an operational agreement with the

city setting forth the terms and conditions under which the cannabis facility will operate that are in addition to the requirements of this article, including, but not limited to, public outreach and education, community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety and welfare.

#### SEC. 11-480. MISCELLANEOUS OPERATING REQUIREMENTS.

(A) Commercial cannabis businesses may operate only during the hours specified in the commercial cannabis business permit issued by the city and/or as determined within the discretionary land use permit.

(B) Restriction on consumption - Cannabis shall not be consumed by any employee on the premises of any commercial cannabis business.

(C) No cannabis or cannabis products or graphics depicting cannabis or cannabis products shall be visible from the exterior of any property issued a commercial cannabis business permit, or on any of the vehicles owned or used as part of the commercial cannabis business. No outdoor storage of cannabis or cannabis products is permitted at any time.

(D) Reporting and tracking of product and of gross sales - Each commercial cannabis business shall have in place a point-of-sale or management inventory tracking system to track and report on all aspects of the commercial cannabis business including, but not limited to, such matters as cannabis tracking, inventory data, gross sales (by weight and by sale) and other information which may be deemed necessary by the city. The commercial cannabis business shall ensure that such information is compatible with the city's record-keeping systems. In addition, the system must have the capability to produce historical transactional data for review. Furthermore, any system selected must be approved and authorized by the city manager or his or her designee(s) prior to being used by the permittee.

(E) All cannabis and cannabis products sold, distributed or manufactured shall be cultivated, manufactured, and transported by licensed facilities that maintain operations in full conformance with the State and local regulations.

(F) Emergency contact and emergency response plan - Each commercial cannabis business shall provide the city manager or his or her designee(s) with the name, telephone number (both landline and mobile, if available) of an on-site employee or owner to whom emergency notice can be provided at any hour of the day. Each commercial cannabis business must have a fire evacuation plans, and plan to address robberies and other emergencies. Said plan shall be reviewed and approved by the fire and police chiefs or designee.

(G) Signage and notices -

(1) In addition to the requirements otherwise set forth in this section, business identification signage for a commercial cannabis business shall conform to the requirements of the City of Oxnard regulations, including, but not limited to, seeking the issuance of a city sign permit.

(2) No signs placed on the premises of a commercial cannabis business shall obstruct any entrance or exit to the building or any window.

(3) Each entrance to a commercial cannabis business shall be visibly posted with a clear and legible notice indicating that smoking, ingesting, or otherwise consuming cannabis on the premises or in the areas adjacent to the commercial cannabis business is prohibited.

(4) Business identification signage shall be limited to that needed for identification only and shall not contain any logos or information that identifies, advertises, or lists the services or the products offered. No commercial cannabis business shall advertise by having a person holding a sign and advertising the business to passersby, whether such person is on the premises of the commercial cannabis business or elsewhere including, but not limited to, the public right-of-way.

~~(5)~~ (5) Signage ~~shall not~~ may be ~~directly~~ internally illuminated, ~~internally~~ or externally illuminated with directed and shielded downward facing lighting consistent with city regulations and the conditions of approval. All signs shall conform with Section 16-595. Signage shall not feature exposed elements.

~~(6)~~ (6) No banners (with the exception of permitted Grand-Opening Banners), flags, ~~billboards~~ or other prohibited signs may be used at any time.

(H) Minors -

(1) Persons under the age of 21 years shall not be allowed on the premises of a commercial cannabis business and shall not be allowed to serve as a driver for a mobile delivery service. It shall be unlawful and a violation of this article for any ~~person~~ Person to employ any person at a commercial cannabis business who is not at least 21 years of age.

(2) The entrance to the commercial cannabis business shall be clearly and legibly posted with a notice that no person under the age of 21 years of age is permitted to enter upon the premises of the commercial cannabis business, unless otherwise authorized by state law.

(I) Odor control - Odor control devices and techniques shall be incorporated in all commercial cannabis businesses to ensure that odors from cannabis are not detectable off-site. Commercial cannabis businesses shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the commercial cannabis business that is distinctive to its operation is not detected outside of the facility, anywhere on adjacent property or public rights-of-way, on or about the exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for use by common tenants or the visiting public, or within any other unit located inside the same building as the commercial cannabis business. As such, commercial cannabis businesses must install and maintain the following equipment, or any other equipment which the community development director or his or her designee(s) determine is a more effective method or technology:

(1) An exhaust air filtration system with odor control that prevents internal odors from being emitted externally;

(2) An air system that creates negative air pressure between the commercial cannabis businesses interior and exterior, so that the odors generated inside the commercial cannabis business are not detectable on the outside of the commercial cannabis business.

(J) Display of permit and city business tax certificate - The original copy of the commercial cannabis business permit issued by the city pursuant to this article and the city issued



business ~~license~~[tax certificate](#) shall be posted inside the commercial cannabis business in a location readily-visible to the public.

(K) Background check - Pursuant to Cal. Penal Code, Sections 11105(b)(11) and 13300(b)(11), which authorizes city authorities to access state and local summary criminal history information for employment, licensing, or certification purposes; and authorizes access to federal level criminal history information by transmitting fingerprint images and related information to the Department of Justice to be transmitted to the Federal Bureau of Investigation, every person listed as an owner, manager, supervisor, employee, contract employee or who otherwise works in a commercial cannabis business must submit fingerprints and other information deemed necessary by the police chief or his or her designee(s) for a background check by the City of Oxnard police department. Pursuant to Cal. Penal Code, Sections 11105(b)(11) and 13300(b)(11), which requires that there be a requirement or exclusion from employment, licensing or certification based on specific criminal conduct on the part of the subject of the record, no ~~person~~[Person](#) shall be issued a permit to operate a commercial cannabis business or a related work permit unless they have first cleared the background check, as determined by the police chief or his or her designee(s), as required by this section. A fee for the cost of the background investigation, which shall be the actual cost to the City of Oxnard to conduct the background investigation as it deems necessary and appropriate, shall be paid at the time the application for a commercial cannabis business permit is submitted.

(L) Loitering - The owner and/or operator of a commercial cannabis business shall prohibit loitering by persons outside the facility both on the premises and within 50 feet of the premises.

#### SEC. 11-481. OTHER OPERATIONAL REQUIREMENTS.

The city manager or his or her designee may develop other commercial cannabis business operational requirements or regulations as are determined to be necessary to protect the public health, safety and welfare. [Minor changes may occur to the approved conditions of the special use permit \(SUP\) or a development design review \(DDR\) permit pursuant to Section 16-560.](#)

#### SEC. 11-482. OPERATING REQUIREMENTS FOR TESTING ~~LABS~~[LABORATORIES](#).

(A) Testing ~~labs~~[laboratories](#) shall be required to conduct all testing in a manner pursuant to Cal. Bus. and Prof. Code, Section 26100 and shall be subject to State and local law. Each testing laboratory shall be subject to additional regulations as determined from time to time as more regulations are developed under this article and any subsequent State of California legislation regarding the same.

(B) Testing laboratories shall conduct all testing in a manner consistent with general requirements for the competence of testing and calibrations activities, including sampling using verified methods.

(C) All cannabis testing laboratories performing testing shall obtain and maintain ISO/IEC 17025 accreditation as required by the ~~Bureau~~[Department](#) of Cannabis Control.

(D) Testing laboratories shall destroy any harvest batch whose testing sample indicates noncompliance with health and safety standards required by the ~~Bureau~~[Department](#) of

Cannabis Control unless remedial measures can bring the cannabis or cannabis products into compliance with quality standards as specified by law and implemented by the Bureau of Cannabis Control.

(E) Each operator shall ensure that a testing laboratory employee takes the sample of cannabis or cannabis products from the distributor's premises for testing required by State law and that the testing laboratory employee transports the sample to the testing laboratory.

(F) Except as provided by State law, a testing laboratory shall not acquire or receive cannabis or cannabis products except from a licensee in accordance with State law, and shall not distribute, sell, or dispense cannabis, or cannabis products, from the licensed premises from which the cannabis or cannabis products were acquired or received. All transfer or transportation shall be performed pursuant to a specified chain of custody protocol.

(G) A testing laboratory may receive and test samples of cannabis or cannabis products from a qualified patient or primary caregiver only if the qualified patient or primary caregiver presents the qualified patient's valid physician's recommendation for cannabis for medicinal purpose. A testing laboratory shall not certify samples from a qualified patient or primary caregiver for resale or transfer to another party or licensee. All tests performed by a testing laboratory for a qualified patient or primary caregiver shall be recorded with the name of the qualified patient or primary caregiver and the amount of the cannabis or cannabis products received.

(H) Approval of testing laboratories shall be through approval of a development design review (DDR) permit to be issued by the community development director of the City of Oxnard. The appeal of the approval or denial of such permit shall be to the planning commission pursuant to ~~section~~[Section](#) 11-466.

#### SEC. 11-483. OPERATING REQUIREMENTS FOR DISTRIBUTORS.

(A) A distributor shall not store non-cannabis goods or non-cannabis accessories that are to be sold to another party on any licensed premises. Additionally, a distributor shall not distribute non-cannabis goods or non-cannabis accessories at a licensed premises. For the purposes of this section, non-cannabis goods are any goods that do not meet the definition of cannabis goods as defined in Cal. Code of Regulations, Title 16, Section 5000.

(B) After taking physical possession of a cannabis goods batch, the distributor shall contact a testing laboratory and arrange for a laboratory employee to come to the distributor's licensed premises to select a representative sample for laboratory testing.

(C) A distributor shall ensure that all cannabis goods batches are stored separately and distinctly from other cannabis goods batches on the distributor's premises.

(D) The distributor shall ensure that the batch size from which the sample is taken meets the requirements of State law, specifically the testing provisions within the California Code of Regulations.

(E) A distributor or an employee of the distributor shall be physically present to observe the laboratory employee obtain the sample of cannabis goods for testing and shall ensure that the increments are taken from throughout the batch. The sampling shall be video-recorded and the recording kept available to State and local authorities for a

minimum of 180 days, pursuant to Cal. Code of Regulations, Title 16, Section 5305.

(F) A distributor shall not transport cannabis or cannabis products to a licensed retail facility until and unless it has verified that the cannabis or cannabis products have been tested and certified by a testing laboratory as being in compliance with state health and safety requirements pursuant to Cal. Code of Regulations, Sections 5705, 5710 and 5714 of Title 16.

(G) Approving of distributor shall be through the approval of a development design review (DDR) permit to be issued by the community development director of the City of Oxnard. The appeal of the approval or denial of such permit shall be to the planning commission pursuant to [sectionSection 11-466](#).

#### SEC. 11-484. OPERATING REQUIREMENTS FOR CANNABIS MANUFACTURING: EDIBLES AND OTHER CANNABIS PRODUCTS; SALE OR DISTRIBUTION OF EDIBLE AND OTHER CANNABIS PRODUCTS.

(A) Cannabis manufacturing facilities requiring a type-6, type-7, type S, or any subsequent created manufacturing State license (using non-volatile and volatile solvents) as defined in MAUCRSA, may be permitted to operate within those zone districts as defined in the City of Oxnard code.

(B) Any compressed gases used in the manufacturing process shall not be stored on any property within the City of Oxnard in containers that exceeds the amount which is approved by the Oxnard fire department and authorized by the regulatory permit. Each site or parcel subject to a commercial cannabis business permit shall be limited to a total number of compressed gas tanks allowed on the property at any one time, as determined by the Oxnard fire department.

(C) Cannabis manufacturing facilities may use the hydrocarbons N-butane, isobutane, ethanol, propane, or heptane or other solvents or gases exhibiting low to minimal potential human-related toxicity approved by the community development department. These solvents must be of at least 99% purity and any extraction process must use them in a professional grade closed loop extraction system designed to recover the solvents and work in an environment with proper ventilation, controlling all sources of ignition where a flammable atmosphere is or may be present.

(D) If an extraction process uses a professional grade closed loop CO2 gas extraction system every vessel must be certified by the manufacturer for its safe use. The CO2 must be of at least 99% purity.

(E) Closed loop systems for compressed gas extraction systems must be used and must be commercially manufactured and bear a permanently affixed and visible serial number.

(F) Certification from an engineer licensed by the State of California, or from a State certified professional engineer or state certified industrial hygienist from another state, must be provided to the community development department for a professional grade closed loop system used by any commercial cannabis manufacturing manufacturer to certify that the system was commercially manufactured, is safe for its intended use, and was built to codes of recognized and generally accepted good engineering practices, including but not limited to:

(1) The American Society of Mechanical Engineers (ASME);

(2) American National Standards Institute (ANSI);

(3) Underwriters Laboratories (UL); or

(4) The American Society for Testing and Materials (ASTM).

(G) The certification document must contain the signature and stamp of the professional engineer and serial number of the extraction unit being certified.

(H) Professional closed loop systems, other equipment used, the extraction operation, and facilities must be approved for their use by the Oxnard fire department and meet any required fire, safety, and building code requirements specified in the California Building Reference Codes.

(I) Cannabis manufacturing facilities may use heat, screens, presses, steam distillation, ice water, and other methods without employing solvents or gases to create keef, hashish, bubble hash, or infused dairy butter, or oils or fats derived from natural sources, and other extracts.

(J) Cannabis manufacturing facilities may use food grade glycerin, ethanol, and propylene glycol solvents to create or refine extracts. Ethanol should be removed from the extract in a manner to recapture the solvent and ensure that it is not vented into the atmosphere.

(K) Cannabis manufacturing facilities creating cannabis extracts must develop standard operating procedures, good manufacturing practices, and a training plan prior to producing extracts for the marketplace.

(L) Any person using solvents or gases in a closed looped system to create cannabis extracts must be fully trained on how to use the system, have direct access to applicable material safety data sheets and handle and store the solvents and gases safely.

(M) Parts per million for one gram of finished extract cannot exceed state standards for any residual solvent or gas when quality assurance tested.

(N) Approval of manufacturing facilities shall be through approval of a development design review (DDR) permit to be issued by the community development director of the City of Oxnard. The appeal of the approval or denial of such permit shall be to the planning commission pursuant to ~~section~~[Section 11-466](#).

#### SEC. 11-485. OPERATING REQUIREMENTS FOR ~~STORE FRONT~~/RETAIL FACILITIES.

(A) No more than the number of cannabis retailers authorized by ~~section~~[Section 11-456](#) shall operate within the City of Oxnard at any one time.

(B) Approval of retail dispensaries shall be through approval of a special use permit to be issued by the planning commission [pursuant to Section 16-531](#). The appeal of the approval or denial of such special use permit shall be to the city council pursuant to sections 11-464 and 11-465.

(C) Retailers shall verify the age and all necessary documentation of each individual to ensure the customer is not under the age of 18 years. If the potential customer is 18 to 20

years old, retailer shall confirm the customer's possession of a ~~valid doctor's recommendation and~~ state-issued medical ~~marijuana~~cannabis card. Persons 18 to 20 years old who are unable to produce ~~either form of medical~~the necessary documentation cannot purchase cannabis legally and are to be denied admittance to the retail facility. For adult-use purchases, retailers shall verify that all customers are 21 years of age or older for the purchase of cannabis or cannabis products.

(D) Entrances into the retailer shall be locked at all times with entry strictly controlled. A "buzz-in" electronic/mechanical entry system shall be utilized to limit access to and entry to the retail area to separate it from the reception/lobby area. Individuals must show their government-issued identification, ~~and, in the case of or a medical cannabis facilities, their physician's recommendation, or a~~ cannabis card issued pursuant to Cal. Health and Safety Code, Section 11362.71 in order to gain access into the retailer. The government-issued identification and, if applicable, doctor's recommendation or cannabis card must also be shown at the point of sale station at the time of purchase. Doctor recommendations are not to be obtained or provided at the retail location.

(E) Uniformed licensed security personnel shall be employed to monitor site activity, control loitering and site access, and to serve as a visual deterrent to unlawful activities. Security personnel may be allowed to carry firearms if authorized by the police chief.

(F) Retailers may have only that quantity of cannabis and cannabis products to meet the daily demand readily available for sale on-site in the retail sales area of the retailer. Additional product may be stored in a secured, locked area to which customers, vendors, and visitors shall not have access.

(G) All restroom facilities shall remain locked and under the control of management.

(H) Retailers authorized to conduct retail activities shall only serve customers who are within the licensed premises, or at a delivery address that meets the requirements of this subsection.

(1) The sale and delivery of cannabis goods shall not occur through a pass-through window or a slide-out tray to the exterior of the premises.

(2) Retailers shall not operate as or with a drive-in or drive-through at which cannabis goods are sold to persons within or about a motor vehicle.

(3) No cannabis shall be sold and/or delivered by any means or method to any person within a motor vehicle.

(4) All cannabis goods sold by a retailer shall be contained in child-resistant packaging.

(5) Retailers shall record point-of-sale areas and areas where cannabis goods are displayed for sale on the video surveillance system. At each point-of-sale location, camera placement must allow for the recording of the facial features of any person purchasing or selling cannabis goods, or any person in the retail area, with sufficient clarity to determine identity.

(6) A retail licensee who is engaged in retail sale shall hire or contract for security personnel who are at least 21 years of age to provide security services for the licensed retail premises. All security personnel hired or contracted for by the licensee shall be licensed by the Bureau of Security and Investigative Services and shall comply with Cal. Bus. and Prof. Code, Chapters 11.4 and 11.5 of Division 3.

(I) Access to retailer premises -

(1) Access to the premises of a retail licensee/permittee shall be limited to individuals who are at least 21 years of age.

(2) Notwithstanding subsection (I)(1) above, individuals who are at least 18 years of age and in possession of a ~~valid physician's recommendation or~~ state-issued medical ~~marijuana~~cannabis card shall be granted access to the premises of a retail licensee/permittee for the sole purpose of purchasing medicinal cannabis ~~consistent with the physician's recommendation.~~

(J) Authorized sales - A retailer shall only sell adult-use cannabis and adult-use cannabis products to individuals who are at least 21 years of age. A retailer shall only sell medicinal cannabis or medicinal cannabis products to individuals who are at least 18 years of age, but not yet 21, if those individuals are in possession of a valid ~~physician's recommendation~~state issued cannabis card. Medicinal cannabis sales to individuals 21 years of age and older are unrestricted.

(K) Limited access areas - A retailer shall establish limited-access areas and permit only authorized individuals to enter the limited-access areas. Authorized individuals include individuals employed by the retailer as well as any outside vendors, contractors, or other individuals conducting business that requires access to the limited access area. All individuals granted access to the limited access area shall be at least 21 years of age, and if not employed by the retailer, shall be escorted at all times by an employee of the licensee/permittee. A retailer shall maintain a log of all individuals who are not employees who are granted access to the limited access area. These logs shall be made available to the police chief or the development services director upon request.

(L) Operating hours of the ~~store front~~retailer license shall be limited to the hours of 9:00 a.m. through 9:00 p.m., seven days a week or a reduced duration as stipulated through the discretionary land use permit.

(M) Parking requirements shall be in accordance with chapter 16, article X of the Oxnard city code - 1 parking space per 250 square feet or as stipulated in a city traffic engineer approved parking study [via a request for administrative parking relief pursuant to Section 16-651. Commercial cannabis retail businesses proposed to be located within the Downtown Specific Plan area may pay a downtown parking management in-lieu fee to meet off-street parking requirements.](#)

(N) ~~Store front/retail~~Retail security requirements. All security measures required by section 11-477 (operational standards) are directly applicable to and binding on all commercial cannabis businesses, including all retailers.

#### SEC. 11-486. OPERATING REQUIREMENTS FOR RETAILERS [WITH DELIVERY SERVICE.](#)

(A) Retailers [located within the city](#) that provide delivery are required to verify the age and the necessary documentation of each medical customer to ensure the customer is not under the age of 18 years, and to verify that the potential customer has a valid ~~doctor's recommendation. Doctor recommendations are not to be obtained or provided at the retail location~~state issued cannabis card. The age verification requirement applies to both the customer and any person accepting delivery on behalf of the customer. If the latter, the individual must be at least 21 years of age.



~~(B) Operating hours of the non-store front retailer shall be limited to the hours of 9:00 a.m. through 9:00 p.m., seven days a week or a reduced duration as stipulated through the discretionary land use permit.~~

~~(C) The non-store front retailer shall only sell cannabis or cannabis products to a natural person 21 years of age or older, or a natural person 18 years of age or older who possesses a physician's recommendation for cannabis medical use only, or a cannabis card issued pursuant to Cal. Health and Safety Code Section 11362.71.~~

~~(D) The non-store front retailer may only have on-site that quantity of cannabis and cannabis products reasonably anticipated to meet the weekly demand for which they may need to be readily available for sale.~~

#### ~~SEC. 11-487. NON-STORE FRONT RETAILER VEHICLE REQUIREMENTS.~~

~~Prior to commencing operations, a non-store front retailer shall provide the following information to the city:~~

~~(A)~~ Proof of ownership of the vehicle or a valid lease for any and all vehicles that will be used to deliver cannabis or cannabis ~~products~~[Products](#).

~~(B)~~ The year, make, model, color, license plate number, and vehicle identification number (VIN) for any and all vehicles that will be used to deliver cannabis or cannabis ~~products~~[Products](#).

~~(C)~~ Proof of insurance as required in section 11-474(B) for any and all vehicles being used to deliver cannabis or cannabis ~~products~~[Products](#).

~~(D)~~ The licensee shall provide the city with the information required by this section in writing for any new vehicle that will be used to deliver cannabis and/or cannabis ~~products~~[Products](#) prior to using the vehicle to deliver cannabis and/or cannabis ~~products~~[Products](#).

~~(E)~~ The ~~commercial~~[Commercial](#) cannabis ~~business~~[Business](#) shall provide the city with any changes to the information required by this section in writing within 30 calendar days.

~~(G) Delivery of cannabis products originating from the City of Oxnard are not authorized except from a retailer who has obtained both the necessary city and State permits and is in full compliance with this Section.~~

#### SEC. 11-487. OPERATING REQUIREMENTS FOR CULTIVATORS.

~~(A) No more than the number of cannabis cultivators authorized by Section 11-456 shall operate within the city at any one time.~~

~~(B) Approval of cultivation facilities shall be through approval of a development design review (DDR) permit to be issued by the Community Development Director of the city. The appeal of the approval or denial of such permit shall be to the Planning Commission pursuant to Section 11-466.~~



(C) All commercial Outdoor Cultivation and Mixed-Light Cultivation of cannabis and nursery activity within the city is prohibited. It is hereby declared to be unlawful and a public nuisance for any Person owning, leasing, occupying, or having charge or possession of any parcel within any zoning district in the City of Oxnard to cause or allow such parcel to be used for the commercial outdoor cultivation of cannabis.

(D) The commercial cultivation of cannabis must occur indoors in an approved indoor cultivation facility with a valid commercial cannabis business permit from the city under this Chapter.

(E) In no case shall cannabis plants be visible from the exterior of the building.

(F) From a public right-of-way, there shall be no exterior evidence of commercial cannabis cultivation except for any signage authorized by the city. All signs shall conform with Section 16-595.

(G) Any pesticides and/or fertilizers used at the cultivation site shall be properly labeled and stored in accordance with Fire Dept. and City regulations to avoid contamination through erosion, leakage or inadvertent damage from pests, rodents or other wildlife.

(H) A commercial cannabis cultivation licensee shall comply with all applicable federal, State and local laws and regulations regarding use and disposal of pesticides and fertilizers.

(I) Each commercial cannabis cultivation licensee shall submit the following in addition to the information required to secure approval of a commercial cannabis business permit:

(1) A cultivation and operations plan shall be submitted for City review and approval which will identify the type(s) of cannabis plant to be grown (species/strain), cultivation activities and schedule of activities during each month of growing and harvesting, or explanation of growth cycles and anticipated harvesting schedules for all-season harvesting.

(2) A monthly and yearly projected water usage plan. The plan shall include water conservation and recycling measures for capture and reuse of on site water, water treatment plan and wastewater discharge plan. Said plan shall be reviewed and approved by the City. Every attempt should be made by the licensee to connect to the City's recycled water line when feasible.

(3) An energy usage and conservation plan which identifies the sources of power, projected monthly and yearly usage, and efficiency plan, including use of on site renewables.

(4) Neighborhood compatibility plan which shall address odor security, safety, and other compatibility issues which may derive from the cultivation site and as requested by the City.

(5) Floor plan identifying the location, dimensions, and boundaries of all proposed canopy areas taking into account space needed for ongoing care of plants and a description of the proposed method of physically delineating those boundaries at the

[site.](#)

[\(f\) A permittee shall only be allowed to cultivate the square feet of canopy space permitted by State law and in the Commercial Cannabis Business Permit issued by the city for the premises.](#)

#### SEC. 11-488. PROMULGATION OF REGULATIONS, STANDARDS AND OTHER LEGAL DUTIES.

(A) In addition to any regulations adopted by the city council, the city manager or his or her designee is authorized to establish any additional rules, regulations and standards governing the issuance, denial or renewal of commercial cannabis business permits, the ongoing operation of commercial cannabis businesses and the city's oversight, or concerning any other subject determined to be necessary to carry out the purposes of this article.

(B) Regulations shall be published on the city's website.

(C) Regulations promulgated by the city manager shall become effective upon date of publication. Commercial cannabis businesses shall be required to comply with all ~~state~~[State](#) and local laws and regulations, including but not limited to any rules, regulations or standards adopted by the city manager or his or her designee.

(D) Testing laboratories, distribution facilities and special events shall be subject to State law and shall be subject to additional regulations as determined from time to time as more regulations are developed pursuant to this section and any subsequent State of California legislation regarding the same.

#### SEC. 11-489. COMMUNITY RELATIONS.

(A) Each commercial cannabis business shall provide the name, telephone number, and email address of a community relations contact to whom notice of problems associated with the commercial cannabis business can be provided. Each commercial cannabis business shall also provide the above information to all businesses and residences located within 600 feet of the commercial cannabis business.

(B) During the first year of operation pursuant to this article, the owner, manager, and community relations representative from each commercial cannabis business holding a permit issued pursuant to this article shall attend quarterly meetings with the city manager or his or her designee(s), and other interested parties as deemed appropriate by the city manager or his or her designee(s), to discuss costs, benefits, and other community issues arising as a result of implementation of this article. After the first year of operation, the owner, manager, and community relations representative from each such commercial cannabis business shall meet with the city manager or his or her designee(s) when and as requested by the city manager or his or her designee(s).

(C) Commercial cannabis businesses to which a permit is issued pursuant to this article shall describe benefits that the cannabis business would provide to the local community, such as community contributions, volunteer services and/or economic incentives, [stated in the Community Benefits Agreement.](#)

#### SEC. 11-490. PERMIT HOLDER RESPONSIBLE FOR VIOLATIONS.

The person to whom a commercial cannabis business permit is issued pursuant to this article shall be responsible for all violations of the laws of the State of California or of the regulations and/or the ordinances of the City of Oxnard. whether committed by the permittee or any employee or agent of the permittee, which violations occur in or about the premises of the commercial cannabis business whether or not said violations occur within the permit holder's presence.

#### SEC. 11-491. INSPECTION AND ENFORCEMENT.

(A) The city manager, or his or her designee(s) charged with enforcing the provisions of the City of Oxnard code, or any provision thereof, may enter the location of a commercial cannabis business at any time, without notice, and inspect the location of any commercial cannabis business as well as any recordings and records required to be maintained pursuant to this article or under applicable provisions of State law.

(B) It is unlawful for any ~~person~~Person having responsibility over the operation of a commercial cannabis business, to impede, obstruct, interfere with, or otherwise not to allow, the city to conduct an inspection, review or copy records, recordings or other documents required to be maintained by a commercial cannabis business under this article or under State or local law. It is also unlawful for a person to conceal, destroy, deface, damage, or falsify any records, recordings or other documents required to be maintained by a commercial cannabis business under this article or under State or local law.

(C) The city manager, or his or her designee(s) charged with enforcing the provisions of this article may enter the location of a commercial cannabis business at any time during the hours of operation and without notice to obtain samples of the cannabis to test for public safety purposes. Any samples obtained by the City of Oxnard shall be logged, recorded, and maintained in accordance with established procedures by the City of Oxnard city manager or these regulations.

#### SEC. 11-492. COMPLIANCE WITH STATE REGULATIONS.

It is the stated intent of this article to regulate commercial cannabis activity in the City of Oxnard in compliance with all provisions MAUCRSA and any subsequent State legislation.

#### SEC. 11-493. VIOLATIONS DECLARED A PUBLIC NUISANCE.

Each and every violation of the provisions of this article is hereby deemed unlawful and a public nuisance.

#### SEC. 11-494. EACH VIOLATION A SEPARATE OFFENSE.

Each and every violation of this article shall constitute a separate violation and shall be subject to all remedies and enforcement measures authorized by the City of Oxnard.

Additionally, as a nuisance per se, any violation of this article shall be subject to injunctive relief, any permit issued pursuant to this article being deemed null and void, disgorgement and payment to the city for any monies unlawfully obtained, costs of abatement, costs of investigation, attorney fees, and any other relief or remedy available at law or in equity. The City of Oxnard may also pursue any and all remedies and actions available and applicable under State and local laws for any violations committed by the commercial cannabis business or persons related to, or associated with, the commercial cannabis activity. Additionally, when there is determined to be an imminent threat to public health, safety or welfare, the city manager, or his or her designee(s), may take immediate action to temporarily suspend a commercial cannabis business permit issued by the city, pending a hearing before the city manager, or his or her designee(s).

#### SEC. 11-495. ~~CRIMINAL~~ PENALTIES.

Each and every violation of the provisions of this article may at the discretion of the district attorney or city attorney be prosecuted as an infraction or misdemeanor and upon conviction be subject to imprisonment in the county jail for a period of not more than six months, or both such fine and imprisonment. Each commercial cannabis business may be cited for any violation of any law and/or any rule, regulation and/or standard adoption pursuant to this article. A fine not to exceed \$10,000 for the first violation, \$15,000 for the second violation and revocation of the permit for a period of two years after which time the business operator would have to reapply. The fine for operating an unlicensed and/or unpermitted commercial cannabis business shall be \$30,000 per day and the issuance of a notice to appear in court. Each day a violation is committed or permitted to continue shall constitute a separate offense. At the discretion of the city manager or his or her designee, higher or lower fines or penalties may be recommended based on the facts of individual cases where generally supported by aggravating or mitigating circumstances. Aggravating factors may include, but are not limited to: prior disciplinary history, nature and severity of the act(s), violations, offenses, or crime(s) under consideration, actual or potential harm to the public, actual or potential harm to any consumer, prior warning letters, licensee involvement, premises in high crime area, lack of cooperation by licensee in investigation, appearance and actual age of minor, continuing course or pattern of conduct. Mitigating factors may include, but are not limited to: length of licensure at subject location without prior discipline problems, positive action by licensee to correct problem, documented training of licensee and employees and cooperation by licensee in investigation.

#### SEC. 11-496. REMEDIES CUMULATIVE AND NOT EXCLUSIVE.

The remedies provided herein are not to be construed as exclusive remedies. The city is authorized to pursue any proceedings or remedies provided by law.

#### SEC. 16-163. INDUSTRIAL LAND USES BY ZONE: INDUSTRIAL LAND USE MATRIX.

The allowed land uses in the industrial zoning districts are identified in the following table, [subject to the limitations identified in the Notes Section](#).

| Industrial Land Use Matrix                                                                                                                              |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Key:</p> <p>Blank: Not Allowed P: Permitted Use (Requires a Zone Clearance)</p> <p>SUP: Special Use Permit DDR: Development Design Review Permit</p> |

| Land Use                                                                                                                                                    | Zone District |            |            |            |            |                                         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------|------------|------------|------------|-----------------------------------------|
|                                                                                                                                                             | <i>CM</i>     | <i>BRP</i> | <i>M-L</i> | <i>M-1</i> | <i>M-2</i> | <i>Notes</i>                            |
| Administrative, executive, and/or corporate offices which are a part of a predominantly industrial operation, including governmental offices and facilities | P             | P          | P          | P          | P          |                                         |
| Administrative, financial, professional, medical, and general office services                                                                               | P             | P          | SUP        |            |            |                                         |
| Adult businesses, except adult motels                                                                                                                       |               | P          | P          | P          | P          | Refer to section <a href="#">16-337</a> |
| Adult day care facilities                                                                                                                                   | P             | P          |            |            |            |                                         |
| Adult motels                                                                                                                                                | P             |            |            |            |            | Refer to section <a href="#">16-336</a> |
| Agricultural and construction vehicle sales with incidental repair and service                                                                              | SUP           |            | DDR        | DDR        |            |                                         |
| Agricultural, limited to growing of crops                                                                                                                   | P             | P          | P          | P          | P          |                                         |
| Aircraft modification, storage, repair, and maintenance                                                                                                     |               |            |            | P          | P          |                                         |
| Aircraft sales                                                                                                                                              | P             | P          | P          | P          |            |                                         |
| Alcohol sales: on-site, off-site, and wine tasting                                                                                                          | SUP           | SUP        | SUP        | SUP        |            |                                         |
| Ambulance base facilities                                                                                                                                   | P             | P          | P          | P          | P          |                                         |
| Appliance repairs                                                                                                                                           | P             |            | P          | P          |            |                                         |
| Asphalt or concrete manufacture or refining                                                                                                                 |               |            |            |            | DDR        |                                         |
| Assembly or repair of small electrical and electronic equipment                                                                                             | P             |            | P          | P          |            |                                         |
| Assisted living residential facility                                                                                                                        |               | SUP        |            |            |            |                                         |
| Auction houses                                                                                                                                              | P             | P          | P          | P          | P          |                                         |
| Boat building and repair                                                                                                                                    |               |            |            | P          | P          |                                         |
| Boiler repair and maintenance                                                                                                                               |               |            |            | P          | P          |                                         |
| Book binding                                                                                                                                                | P             | P          | P          | P          | P          |                                         |

|                                                                                                                        |     |     |     |     |     |  |
|------------------------------------------------------------------------------------------------------------------------|-----|-----|-----|-----|-----|--|
| Bottling/canning plants                                                                                                |     |     | P   | P   | P   |  |
| Breweries, microbrew (less than 60,000 barrels). A SUP is required if including tasting rooms                          | DDR | DDR | DDR | DDR |     |  |
| Breweries, craft (more than 60,000 barrels, less than 2 million barrels). A SUP is required if including tasting rooms | DDR | DDR | DDR | DDR |     |  |
| Breweries, large (more than 2 million barrels)                                                                         |     |     |     | DDR | DDR |  |
| Brick, tile, or terra cotta manufacture                                                                                |     |     |     | DDR | DDR |  |
| Business furniture, supplies, and                                                                                      | P   | P   | P   |     |     |  |

|                                                                                                |     |                     |                     |                     |                     |                                                     |
|------------------------------------------------------------------------------------------------|-----|---------------------|---------------------|---------------------|---------------------|-----------------------------------------------------|
| equipment sales                                                                                |     |                     |                     |                     |                     |                                                     |
| Cabinet or carpenter shops                                                                     | P   |                     | P                   | P                   | P                   |                                                     |
| Cafeterias accessory to permitted uses for the convenience of persons employed on the premises |     | P                   | P                   | P                   | P                   |                                                     |
| Carpet, rug, and dry-cleaning plants                                                           | P   |                     | P                   | P                   | P                   |                                                     |
| Cement, glass, lime, gypsum, or plaster manufacture                                            |     |                     |                     |                     | DDR                 |                                                     |
| Ceramic products                                                                               | P   |                     | P                   | P                   | P                   |                                                     |
| Children's day care facility serving more than 15 children                                     | SUP | SUP                 |                     |                     |                     |                                                     |
| Churches                                                                                       | SUP | SUP                 | SUP                 | SUP                 | SUP                 | Refer to section <a href="#">16-162(B)</a>          |
| Coffee shops, cafes                                                                            | P   | P                   | DDR                 | DDR                 | DDR                 |                                                     |
| Cold storage facilities including agricultural freezers and ice production and sales           |     |                     | P                   | P                   | P                   |                                                     |
| Commercial and retail uses                                                                     | P   | DDR                 | DDR                 | DDR                 |                     | Refer to section <a href="#">16-171</a>             |
| Commercial Cannabis Activities                                                                 |     |                     |                     |                     |                     |                                                     |
| <a href="#">Cultivation</a>                                                                    |     | <a href="#">DDR</a> | <a href="#">DDR</a> | <a href="#">DDR</a> | <a href="#">DDR</a> | <a href="#">Refer to sections 11-473 and 16-173</a> |

|                                                                                                                                                                                                                  |     |         |         |         |         |                                                                                                               |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|---------|---------|---------|---------|---------------------------------------------------------------------------------------------------------------|
| Distribution                                                                                                                                                                                                     |     | DD<br>R | DD<br>R | DD<br>R | DD<br>R | <del>See section 16-173; Article XVII Chapter 44</del><br><a href="#">Refer to sections 11-473 and 16-173</a> |
| Manufacturing                                                                                                                                                                                                    |     | DD<br>R | DD<br>R | DD<br>R | DD<br>R | <del>See section 16-173; Article XVII Chapter 44</del><br><a href="#">Refer to sections 11-473 and 16-173</a> |
| Retail                                                                                                                                                                                                           |     | SUP     |         |         |         | <del>See section 16-173; Article XVII Chapter 44</del><br><a href="#">Refer to sections 11-473 and 16-173</a> |
| Testing                                                                                                                                                                                                          |     | DD<br>R | DD<br>R | DD<br>R | DD<br>R | <del>See section 16-173; Article XVII Chapter 44</del><br><a href="#">Refer to sections 11-473 and 16-173</a> |
| Commercial recreational and entertainment uses, such as batting cages, gymnasiums, boxing gyms, escape rooms, bowling alleys, skating rinks, and similar recreational uses as determined by the planning manager | DDR | DDR     | DDR     | DDR     |         |                                                                                                               |
| Computer and business machine sales and service                                                                                                                                                                  | P   | P       | P       |         |         |                                                                                                               |
| Convenience markets and drugstores                                                                                                                                                                               | P   | DDR     |         |         |         |                                                                                                               |
| Corporate training and professional development facilities including ancillary outdoor activities                                                                                                                | P   | P       | P       | P       | P       |                                                                                                               |
| Day care facilities accessory to industrial uses                                                                                                                                                                 |     | DDR     | DDR     | DDR     |         |                                                                                                               |
| Day care facilities (over 12 children) as a principal use                                                                                                                                                        | DDR | DDR     |         |         |         |                                                                                                               |



|                                                                                                                                                                                 |     |     |     |     |     |                                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|-----|-----|-----|----------------------------------|
| Distribution, warehousing, and wholesaling                                                                                                                                      | P   | P   | P   | P   | P   |                                  |
| Drive-through services                                                                                                                                                          | SUP | SUP | SUP |     |     |                                  |
| Drop forge industries                                                                                                                                                           |     |     |     |     | DDR |                                  |
| Dwelling unit, one per establishment, for security or management when located on the premises where such person is employed in such capacity and accessory to an industrial use | DDR |     | DDR | DDR | DDR |                                  |
| Electric motor rebuilding                                                                                                                                                       | P   |     | P   | P   | P   |                                  |
| Electrical and lighting supply                                                                                                                                                  | P   |     | P   |     |     |                                  |
| Electronic and computer repair                                                                                                                                                  | P   | P   | P   |     |     |                                  |
| Emergency shelter for families                                                                                                                                                  | SUP |     | P   |     |     |                                  |
| Emergency shelter, permanent                                                                                                                                                    | SUP |     | P   |     |     |                                  |
| Emergency shelter, temporary                                                                                                                                                    | SUP |     | P   |     |     |                                  |
| Employment agencies                                                                                                                                                             | P   | P   |     |     |     |                                  |
| Energy generation, distribution, storage, and support facilities, including electrical and gas utilities                                                                        | SUP | SUP | SUP | SUP | DDR |                                  |
| Explosives, manufacture or storage                                                                                                                                              |     |     |     |     | DDR |                                  |
| Farmworker housing                                                                                                                                                              | SUP |     | P   | P   | P   |                                  |
| Feed sales                                                                                                                                                                      | P   |     | P   | P   |     |                                  |
| Fertilizer manufacture                                                                                                                                                          |     |     |     |     | DDR |                                  |
| Firearm and ammunition sales                                                                                                                                                    |     |     | SUP |     |     | Refer to Chapter 16, Division 19 |
| Fish smoking, processing, curing, or canning                                                                                                                                    |     |     |     | DDR | DDR |                                  |
| Florists                                                                                                                                                                        | P   | P   |     |     |     |                                  |
| Freight classification yard, including truck and bus storage and maintenance                                                                                                    |     |     |     | DDR | P   |                                  |
| Furniture manufacture and assembly                                                                                                                                              | P   |     | P   | P   | P   |                                  |

|                                                                                      |     |   |     |     |     |                                  |
|--------------------------------------------------------------------------------------|-----|---|-----|-----|-----|----------------------------------|
| Furniture upholstery shops                                                           | P   |   | P   | P   |     |                                  |
| Garbage, offal, or dead animal reduction or dumping                                  |     |   |     |     | P   |                                  |
| Garment manufacturing                                                                |     | P | P   | P   | P   |                                  |
| Gas bulk storage, manufacturing, and distribution of flammable liquids and all gases |     |   |     |     | DDR |                                  |
| General office, including legal, professional, medical, consulting, or similar       | P   | P |     |     |     |                                  |
| Indoor firearm range                                                                 |     |   | SUP |     |     | Refer to Chapter 16, Division 20 |
| Iron, steel, brass, or copper foundry or fabrication plant                           |     |   |     | SUP | DDR |                                  |
| Kennels and animal boarding                                                          | DDR |   | DDR | DDR | DDR |                                  |
| Kennel day care                                                                      | P   |   | P   | P   | P   |                                  |
| Laboratories, research only                                                          |     | P | P   |     |     |                                  |
| Laundry, commercial                                                                  | P   |   | P   | P   | P   |                                  |
| Light metal fabrication (for example, sheet metal, wrought iron, and the like)       | P   |   | P   | P   | P   |                                  |
| Lumber yards with incidental sales of building and hardware supplies (outside        | SUP |   |     | SUP | P   |                                  |

|                                                                                                                                           |   |   |   |   |   |  |
|-------------------------------------------------------------------------------------------------------------------------------------------|---|---|---|---|---|--|
| storage)                                                                                                                                  |   |   |   |   |   |  |
| Machine shops                                                                                                                             | P |   | P | P | P |  |
| Manufacture and assembly of electrical and electronic instruments, devices, and components                                                | P | P | P | P | P |  |
| Manufacturing and maintenance of electric neon signs                                                                                      | P |   | P | P | P |  |
| Manufacturing, compounding assembly, or treatment of articles or merchandise from prepared materials such as, but not limited to, canvas, |   |   | P | P | P |  |

|                                                                                                                                                                           |     |     |     |     |     |                                            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|-----|-----|-----|--------------------------------------------|
| cloth, stones, wood products, and leather                                                                                                                                 |     |     |     |     |     |                                            |
| Manufacturing, compounding, processing, packaging, or treatment of food products such as, but not limited to, bakery, dairy, fruits and vegetables, and honey             |     |     | P   | P   | P   |                                            |
| Marine equipment sales with incidental repair and service                                                                                                                 | P   |     | P   | P   | P   |                                            |
| Medical product sales                                                                                                                                                     | P   | P   | P   |     |     |                                            |
| Medical: hospitals and medical centers                                                                                                                                    |     | SUP |     |     |     |                                            |
| Metals recycling and storage, including sales                                                                                                                             |     |     |     | SUP | DDR |                                            |
| Mini-warehouses and self-storage facilities                                                                                                                               | SUP |     | SUP | SUP | SUP | Refer to Resolution No. 6446               |
| Mobile home sales and display                                                                                                                                             | DDR |     | DDR | DDR | DDR |                                            |
| Motels, hotels, and convention facilities                                                                                                                                 | SUP | SUP |     |     |     |                                            |
| Multifamily Residential uses up to 30 dwelling units per acre on parcels identified in the AHD additive zone, subject to the provisions in section <a href="#">16-420</a> |     | SUP |     |     |     |                                            |
| Off-site non-accessory signs or billboards                                                                                                                                |     |     |     |     | SUP | Refer to section <a href="#">16-608(G)</a> |
| Oilcloth or linoleum manufacture                                                                                                                                          |     |     |     |     | P   |                                            |
| Outdoor storage or assembly as a primary use                                                                                                                              |     |     |     |     | SUP |                                            |
| Outdoor storage, incidental/accessory to uses otherwise permitted                                                                                                         |     |     | DDR | DDR | DDR |                                            |
| Paint, oil, shellac, turpentine, and varnish manufacture                                                                                                                  |     |     |     |     | DDR |                                            |
| Paper and pulp manufacture                                                                                                                                                |     |     |     |     | DDR |                                            |
| Pawnshops                                                                                                                                                                 | SUP |     |     |     |     |                                            |
| Petroleum bulk plants and distribution                                                                                                                                    |     |     |     | SUP | DDR |                                            |
| Petroleum refining                                                                                                                                                        |     |     |     |     | DDR |                                            |
| Photographic studios and services                                                                                                                                         | P   | P   | P   |     |     |                                            |

|                                                                                 |   |   |   |     |     |  |
|---------------------------------------------------------------------------------|---|---|---|-----|-----|--|
| Planning mills                                                                  |   |   |   | SUP | DDR |  |
| Plastic manufacture                                                             |   |   |   | P   | P   |  |
| Plumbing supply                                                                 | P |   | P | P   |     |  |
| Printing shop, lithographing, photocopying, blueprinting, and publishing        | P | P | P | P   | P   |  |
| Product assembly plants and production facilities primarily engaged in final or | P | P | P | P   | P   |  |

|                                                                                                                                                                                                                                                                                                                                                               |     |     |     |     |     |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|-----|-----|-----|--|
| partial assembling of packaging of premanufactured, treated, or fabricated components, materials, or products                                                                                                                                                                                                                                                 |     |     |     |     |     |  |
| Public service uses - communications, fire and police, water, and other governmental or public facilities                                                                                                                                                                                                                                                     | DDR | DDR | DDR | DDR | DDR |  |
| Radio or television broadcasting station                                                                                                                                                                                                                                                                                                                      | P   | P   | P   | P   | P   |  |
| Railroad support services                                                                                                                                                                                                                                                                                                                                     |     |     |     | SUP | DDR |  |
| Recycling collection: collection recycling facility for the acceptance of materials from the public including a bulk or single-feed reverse vending machine, a kiosk unit, or a permanent building                                                                                                                                                            |     |     |     | DDR | DDR |  |
| Recycling mobile unit: mobile recycling unit used for the collection of recycled materials including the bins, boxes, or containers for the collection of recyclable materials                                                                                                                                                                                | DDR |     | DDR | DDR | DDR |  |
| Recycling processing facility: processing facility for ferrous and non-ferrous materials including the preparation of material for efficient shipment which includes baling, briquetting, flattening, grinding, crushing, mechanical sorting, shredding, cleaning, and re manufacturing. Outdoor bin storage allowed for the collection of recycled materials |     |     |     | SUP | SUP |  |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |   |     |   |     |     |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|-----|---|-----|-----|--|
| Refrigeration and air conditioning repair and service                                                                                                                                                                                                                                                                                                                                                                                                             | P |     | P | P   | P   |  |
| Research and development, experimental or developmental laboratories                                                                                                                                                                                                                                                                                                                                                                                              |   | P   | P | P   | P   |  |
| Research, development, and clinical laboratories and uses including associated incidental and outpatient clinics                                                                                                                                                                                                                                                                                                                                                  |   | P   |   |     |     |  |
| Restaurants and delicatessens                                                                                                                                                                                                                                                                                                                                                                                                                                     | P | P   | P | DDR | DDR |  |
| Rock crusher or distribution of rock, sand, or gravel                                                                                                                                                                                                                                                                                                                                                                                                             |   |     |   |     | DDR |  |
| Sale of building and hardware supplies within a building                                                                                                                                                                                                                                                                                                                                                                                                          | P |     | P | P   | P   |  |
| Specialized commercial retail centers oriented toward major transportation elements such as freeways, expressways, and other major transportation corridors. Specialized commercial uses include promotional, discount, factory outlet, and off-price shopping centers, as well as centers that are tourist-oriented or oriented to other specialized markets. Specialized commercial uses may also include general commercial uses in special or unique settings |   | SUP |   |     |     |  |

|                                                                                            |     |   |     |     |     |  |
|--------------------------------------------------------------------------------------------|-----|---|-----|-----|-----|--|
| Stationery and office supplies                                                             | P   | P |     |     |     |  |
| Supportive housing                                                                         | SUP |   |     |     |     |  |
| Taxidermist                                                                                | P   |   | P   | P   |     |  |
| Textiles manufacturing                                                                     |     |   | P   | P   | P   |  |
| Trade schools, public and private schools and colleges, dance, and performing arts studios | P   | P | DDR |     |     |  |
| Transitional housing                                                                       | SUP |   |     |     |     |  |
| Vehicle assembly                                                                           |     |   |     | SUP | DDR |  |

|                                                                                                                            |     |     |     |     |     |  |
|----------------------------------------------------------------------------------------------------------------------------|-----|-----|-----|-----|-----|--|
| Vehicle and equipment dismantling and recycling, including sale of parts and vehicles                                      |     |     |     |     | SUP |  |
| Vehicle rental agencies                                                                                                    | DDR | DDR | DDR |     |     |  |
| Vehicle repair, including engine overhaul, body and fender work, transmission, radiator repair, painting, and upholstering | P   |     | P   | P   | P   |  |
| Vehicle service stations                                                                                                   | SUP | SUP | SUP | SUP | DDR |  |
| Vehicle storage                                                                                                            |     |     |     | SUP | SUP |  |
| Veterinarians with on-site kennels                                                                                         | DDR |     | DDR | DDR | DDR |  |
| Veterinarians with no on-site kennels                                                                                      | P   |     | P   | P   | P   |  |
| Welding shops                                                                                                              |     |     | P   | P   | P   |  |
| Wine production facility                                                                                                   |     |     | SUP | P   | P   |  |
| Wine tasting with or without cafes                                                                                         |     | SUP | SUP | SUP |     |  |

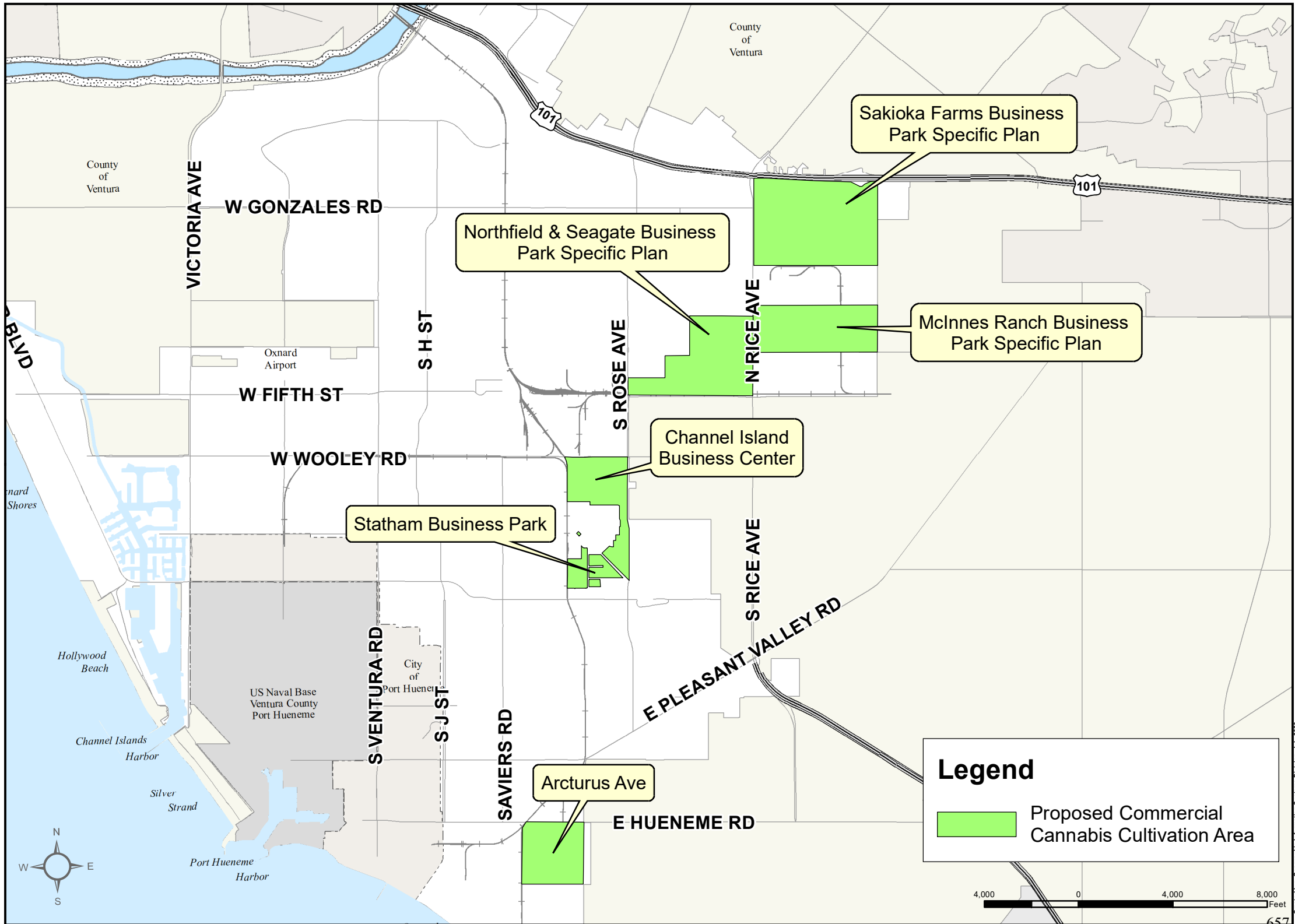
SEC. 16-173. DEVELOPMENT DESIGN REVIEW PERMIT REQUIRED FOR SPECIFIC COMMERCIAL CANNABIS ACTIVITIES.

(A) A commercial cannabis business for [cultivating](#), manufacturing, testing and/or distribution of cannabis may be permitted in the business and research park (BRP) zone, the limited manufacturing (M-L) zone, the light manufacturing (M-1) zone, and the heavy manufacturing (M-2) zone, provided that the owner has first obtained a commercial cannabis business permit pursuant to article XVI, chapter 11 of the Oxnard city code and a development design review (DDR) permit.

(B) A commercial cannabis business for retail uses may ~~by~~[be](#) permitted in the business and research park (BRP) zone, provided that the owner has first obtained a commercial cannabis business permit pursuant to article XVI, chapter 11 of the Oxnard city code and a special use permit.

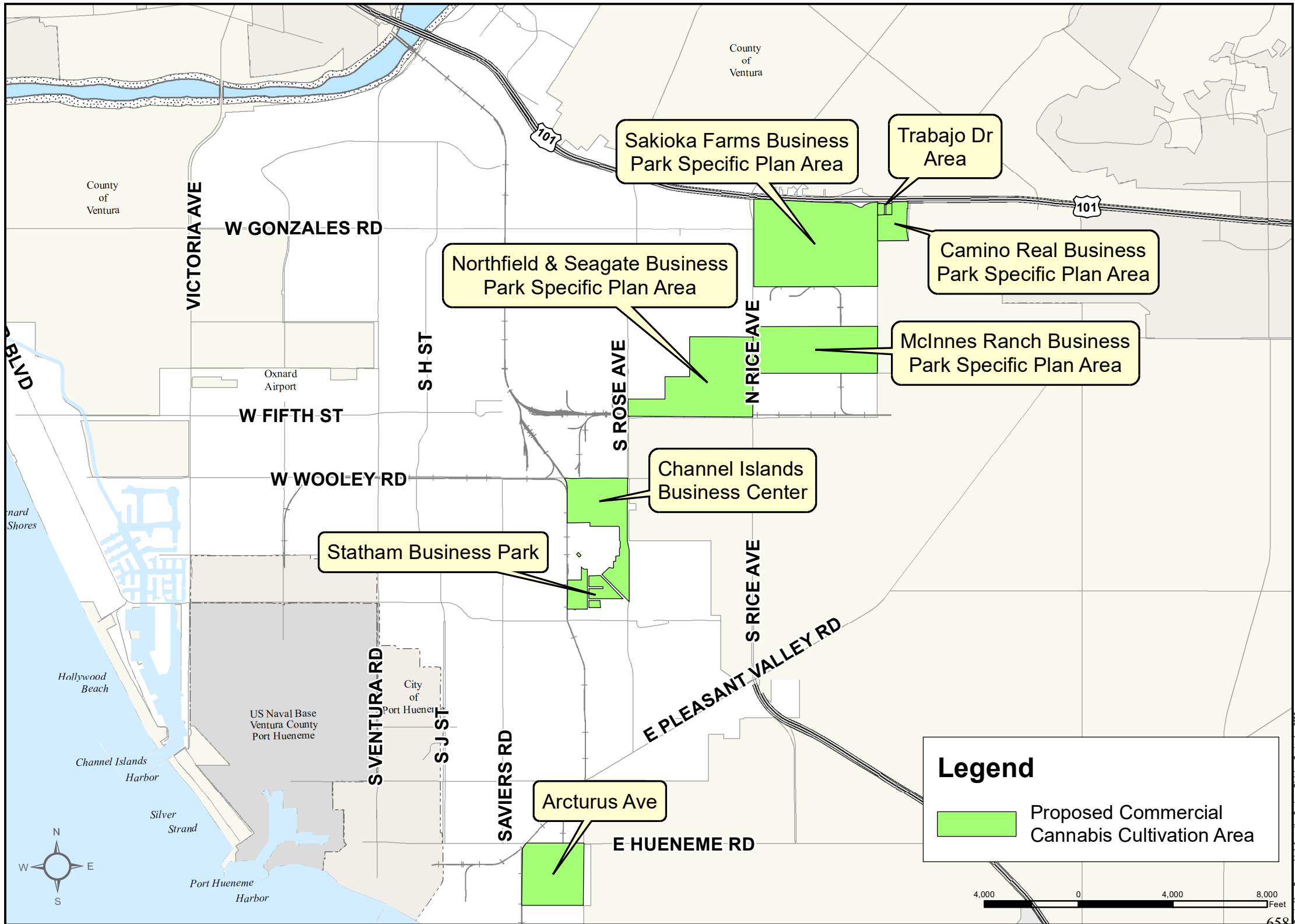
(C) A commercial cannabis business for retail uses may be permitted in the planned development (additive) zone, provided that the owner has first obtained a commercial cannabis business permit pursuant to article XVI, chapter 11 of the Oxnard city code and a special use permit (SUP). A commercial cannabis business for [cultivating](#), manufacturing, testing and/or distribution of cannabis may be permitted in the planned development (additive) zone, provided that the owner has first obtained a commercial cannabis business permit pursuant to article XVI, chapter 11 of the Oxnard city code and a development design review (DDR) permit.

# Proposed Commercial Cannabis Cultivation Locations

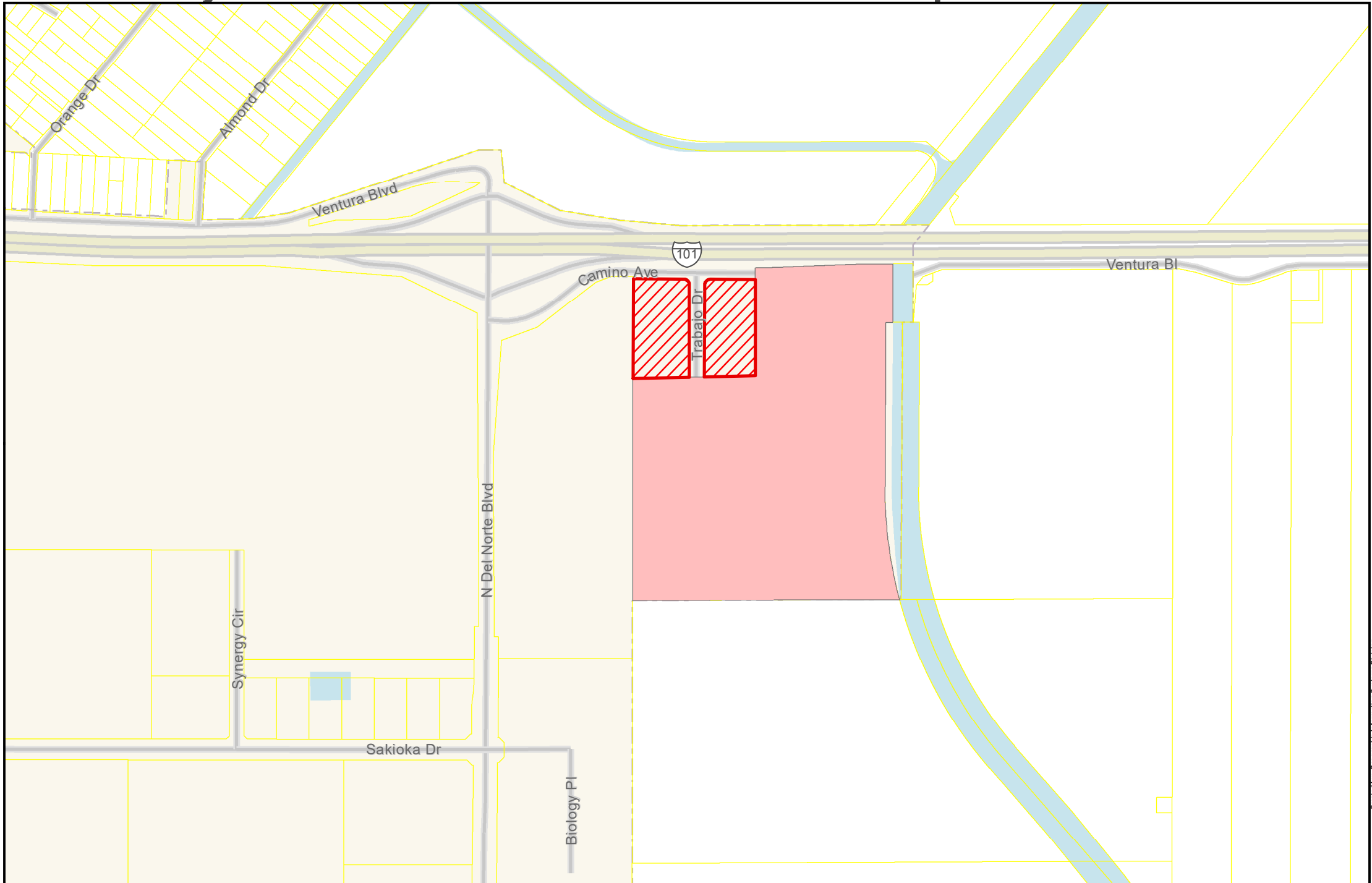




# Proposed Commercial Cannabis Cultivation Locations



# Trabajo Dr / Camino Real Business Park Specific Plan Area



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.



Trabajo Dr Area



Camino Real Business Park Specific Plan Area

Map Produced September 19, 2023



# **Zoning Text Amendments (ZTA) Commercial cannabis regulations (Manufacturing, Distribution, Testing, & Retail Dispensaries)**

## **Creation of indoor commercial cannabis cultivation regulations**

**Planning & Zoning (PZ) Permit No. 23-580-02**

Kathleen Mallory, Planning & Sustainability Manager  
Community Development Department

City Council  
October 3, 2023

- Proposed Oxnard City Code (OCC) currently allows the following cannabis uses: retail dispensaries (16 licenses); manufacturing (8 licenses); distribution (3 licenses); & testing laboratories (1 license);
- October 2020, City Council provided direction to allow up to two (2) indoor or outdoor cannabis cultivators; and
- January 24, 2023, the Community Services, Public Safety, Housing & Development Committee (“Committee”) supported allowing only indoor cannabis cultivation, & increasing the number of cannabis cultivation licenses from two (2) to up to five (5).

- Committee supported the locations where cannabis cultivation was conceptually permitted; prohibit indoor cultivation within the Rose Santa Clara Corridor Specific Plan area; and
- August 3, 2023 Planning Commission reviewed the draft cultivation ordinance; and amendments to Chapters 11 & 16 - recommended adoption of ZTA's and proposed indoor cultivation regulations.

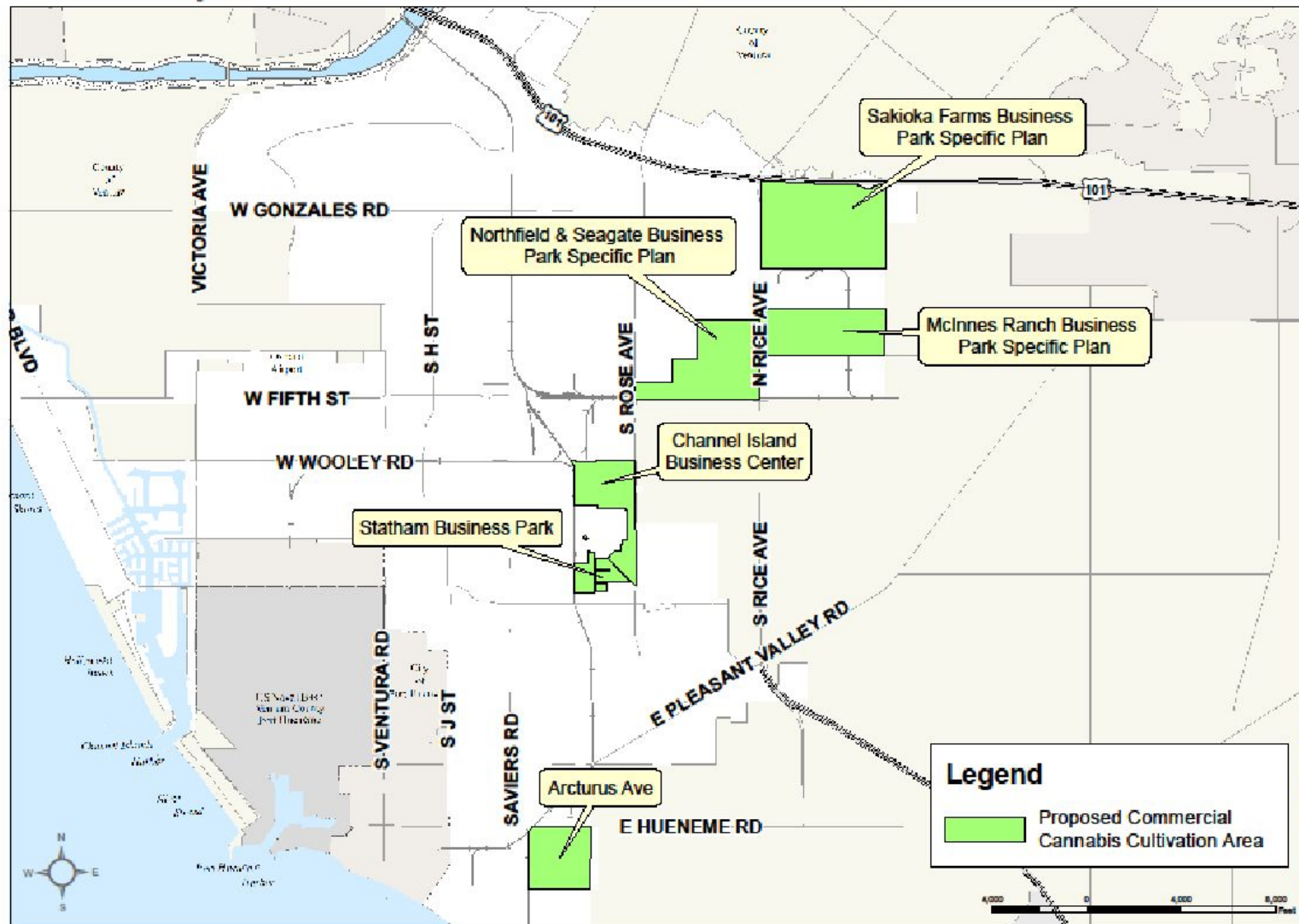
Proposed ZTA's address changes identified by staff to:

- 1.) Improve the regulatory process/streamline cannabis uses through renewal & in future solicitations;
- 2.) Conduct process changes supported by the Police Dept. & other City Depts;
- 3.) Align sections of the cannabis ordinance to existing OCC processes; and
- 4.) Ensure that processes match State laws adopted since initial OCC cannabis regulations.

- Proposed cultivation ordinance allows up to five (5) indoor cultivation licensees, conceptually in six (6) areas of the City.
- Conceptually indoor cultivation could occur in the following locations:
  - 1.) Sakioka Farms Business Park Specific Plan
  - 2.) McInnes Ranch Business Park Specific Plan
  - 3.) Arcturus Ave.
  - 4.) Northfield & Seagate Business Park Specific Plan
  - 5.) Channel Islands Business Center
  - 6.) Statham Business Park

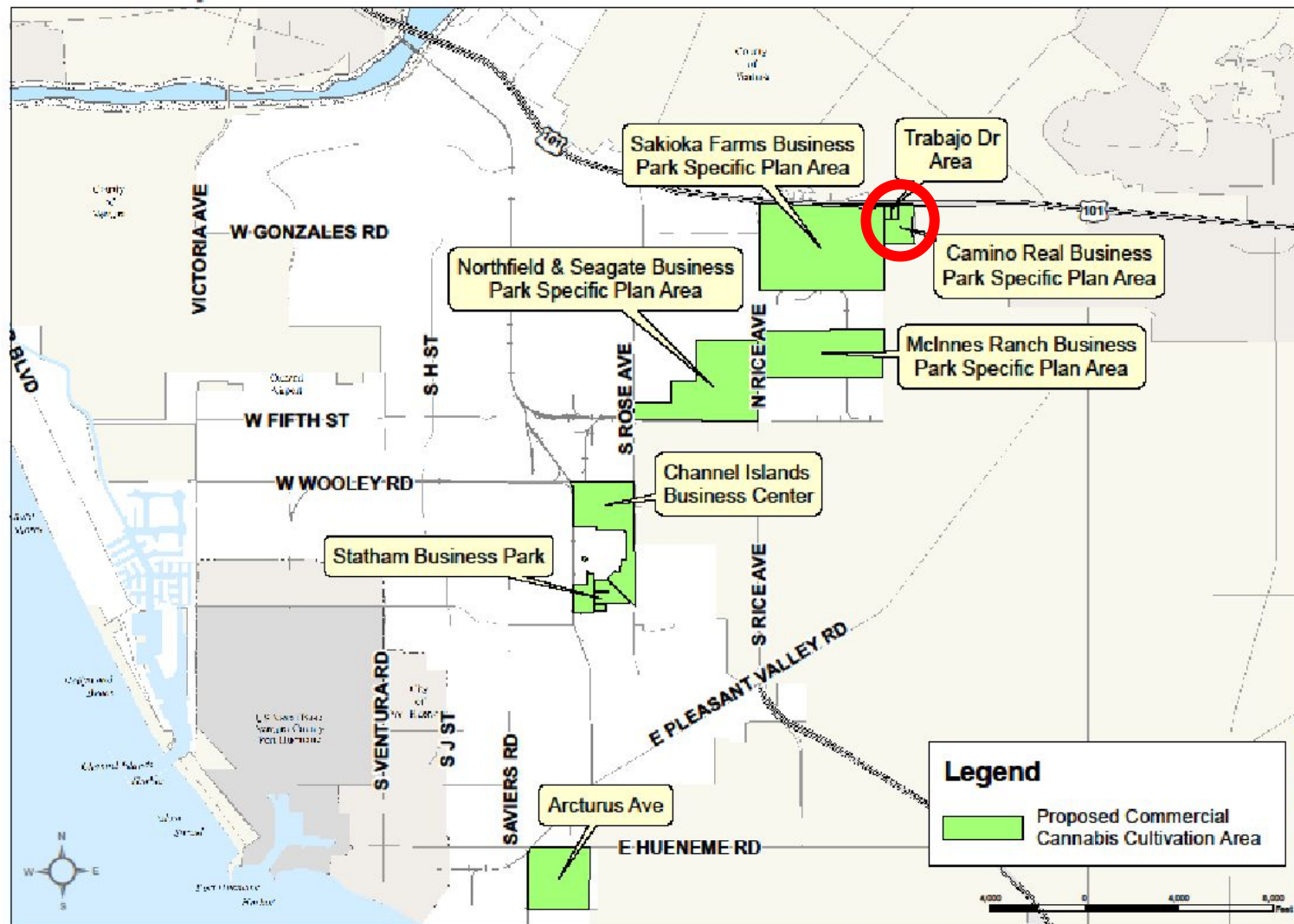


## Proposed Commercial Cannabis Cultivation Locations



- 2018 maps conceptually represented where cultivation would be permitted. Maps were publicly available; presented to the City Council for approval; and
- 2018 maps identified two additional cultivation areas under the title of 'Sakioka Area':
  1. Trabajo Dr. area; and
  2. Camino Real Business Park Specific Plan area.
- Staff recommends the inclusion of the two additional areas for potential future indoor cannabis cultivation.

## Proposed Commercial Cannabis Cultivation Locations



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.

- No immediate financial impact to the City;
- Updated annual revenue estimates; increase in the number of cannabis cultivators;

| Business Type              | Number | Low Tax Rate | Low Estimate | High Tax Rate | High Estimate |
|----------------------------|--------|--------------|--------------|---------------|---------------|
| 2018 Cultivation Estimates | 2      | \$7/sf       | \$140,000    | \$10/sf       | \$200,000     |
| 2022 Cultivation Estimates | 5      | \$7/sf       | \$350,000    | \$10/sf       | \$500,000     |

- Taxes paid dependent upon canopy size and lighting conditions; and
- Tax rate structure adjusted annually based upon the Consumer Price Index (“CPI”).

That the City Council:

- A. Open the public hearing to introduce an ordinance amending Chapters 11 and 16 of the Oxnard City Code;
- B. Determine if the City Council wishes to include the Trabajo Dr. area, and Camino Real Business Park Specific Plan area for indoor cannabis cultivation, as originally depicted in the 2018 cannabis cultivation map presented to the City Council;

C. If the City Council does not wish to include the Trabajo Dr. area, and Camino Real Business Park Specific Plan area for indoor cannabis cultivation, approve the introduction and first reading by title only and waive further reading of an ordinance titled:

An ordinance of the City Council of the City of Oxnard amending the Oxnard City Code (OCC) Chapters 11 and 16 pertaining commercial cannabis activity (Zoning Text Amendment; PZ No. 23-580-02); and incorporate commercial cannabis cultivation (Section 16-163 and an amendment to OCC Chapters 11 and 16 to allow up to five (5) indoor commercial cannabis cultivators in six (6) identified areas of the City.

D. Alternatively, if the City Council does wish to include Trabajo Dr. area, and Camino Real Business Park Specific Plan area for indoor cultivation, approve the introduction and first reading by title only and waive further reading of the following ordinance with the direction that the Trabajo Dr. area, and Camino Real Business Park Specific Plan area be included within the areas in which cultivation is allowed:

An ordinance of the City Council of the City of Oxnard amending the Oxnard City Code (OCC) Chapters 11 and 16 pertaining commercial cannabis activity (Zoning Text Amendment; PZ No. 23-580-02); and incorporate commercial cannabis cultivation (Section 16-163 and an amendment to OCC Chapters 11 and 16 to allow up to five (5) indoor commercial cannabis cultivators in eight (8) identified areas of the City.





# Questions?



## CITY COUNCIL AGENDA REPORT

### REPORTS AGENDA ITEM NO. N.1

**DATE:** October 3, 2023

**TO:** City Council

**FROM:** Javier Chagoyen-Lazaro, Chief Financial Officer, 805-385-5400, [javier.chagoyenlazaro@oxnard.org](mailto:javier.chagoyenlazaro@oxnard.org)

**SUBJECT:** Recommendation to Acquire and Implement Budget Software. (10 minutes)

#### RECOMMENDATION

That the City Council:

1. Approve and authorize the City Manager to execute a five-year agreement with OpenGov, Inc. for OpenGov Budgeting & Planning software as well as OpenGov Reporting & Transparency software for a not to exceed amount of \$771,493; and
2. Approve a budget appropriation of \$60,110 in the Fiscal Year 2023-24 Information Technology Fund, from the available fund balance.

(The Finance & Governance Committee approved 3-0 on September 26, 2023)

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

<https://youtu.be/PLkICeWv76U>

#### BACKGROUND

In October 2019, the City Council awarded a contract to Tyler Technologies for its integrated enterprise resource planning (ERP) to replace existing software and manual processes. The Core Financials implementation phase of the ERP was completed and launched on October 1, 2022. This is the largest and most complex phase of the ERP, which included Purchasing (requisitions, purchase orders, contracts), Accounts Payable (receiving invoices and issuing payments), Accounts Receivable (billing for City fees and charges and processing payments), Project Management (accounting for capital improvements within the City's limit, and grant accounting), recording all financial transactions that result in monthly issuance of reports (balance sheet, cash flow, statement of governments activities), and financial planning with budget controls. The City is currently using these various ERP tools, and they have significantly improved our financial processes.

As discussed in the ERP system annual report to Council on March 21, 2023, it became apparent during the implementation of Core Financials that the existing budget modules within Tyler Munis do not contain the functionality required for the City to complete its budget processes effectively. More specifically, Tyler Munis' budget module proved to be incompatible with the City's needs for payroll calculations and MOU forecasting, a lack of presentation tools such as pre-formatted Government Finance Officers Association (GFOA) requirements for award-winning budget book publication, and other areas where the Munis software is lacking as compared to software specifically designed for use in municipal budgeting. Learning about software through implementation and deciding to replace it is not unforeseen or reactive; it is common in implementations as complex as with a new ERP. Thus, the City did not implement the Munis budgeting software, and staff planned to search for new budgeting software after Core Financials went live.

The preparation of the City's annual operating budget is a complex process that requires extensive coordination and collaboration among City's departments. Due to a lack of funding, the City has for many years utilized a myriad of time-consuming spreadsheets and other disparate tools and systems in order to prepare, present and publish budget

information. We currently do not have any budget software in place, and so our process is manual and cumbersome. We could have implemented the Tyler Munis budgeting software, but this software was lacking.

Creating a budget requires many moving parts and phases that involve back and forth with departments, the leadership team, and management before everything is finalized. There is a high degree of complexity that derives from gathering information from multiple sources—like Human Resources for positions and payroll data and departments' proposed expenses—consolidating the information into the budget spreadsheets, coordinating the changes into various spreadsheets, updating the latest numbers, gathering the latest files for consolidation, and reviewing multiple iterations and changes. There is additional complexity derived from certain calculations to assign the appropriate budget to the different programs implemented by the City to serve the community and properly identify the funding sources that will support those services; for example, every time we change the Internal Service Fund (which is comprised of IT and Fleet needs that are distributed around the City to various funds), we must recalculate the impact on other funds.

The current process is manual and time-consuming, which increases the risk of incurring errors; reduces the time available for analysis and evaluation of alternatives that could yield more services to the community; and has limited reporting capabilities for transparency to the community and to inform decisions by the departments, management, and the City Council. It is an outdated process that was unfortunately necessary when the City could not afford better software, but it deserves overhaul to benefit the residents of Oxnard.

## **DISCUSSION**

To minimize the probability of errors inherent with a manual process of inputting, consolidating, and transmitting financial data, staff has incorporated various safeguards and control measures into the budget development process. Although this manual process has provided the City with successful budget preparation for many years, it requires an extensive level of coordination and a significant amount of staff time, which is not an effective or efficient way to prepare budgets and communicate financial data to the public. This is also time that could be spent on finding efficiencies in the departments, analyzing our budget to actuals, and better forecasting our budgetary needs. Furthermore, preparing the budget book requires many hours of manual work to copy and paste tables and charts from Excel spreadsheets into a Word document. This process is inherently prone to errors.

Besides replacing manual and inefficient processes, there are several benefits the City will realize as a result of a budget software implementation. The implementation of budget software will significantly help unify the end-to-end budgeting process from the initial stages of planning and personnel forecasting through final publication, while enabling improved collaboration throughout the process. City staff will be able to respond more quickly to changes that occur during the budget process since budget software allows for automated version control and tracks all changes made, including an automatic audit trail, detailing when and by which user a change was made. With the time saved by eliminating current manual processes, City staff will be able to provide more timely information, with the corresponding analysis and evaluation, during the budgeting process to allow for more time for department, management, council members and public input and decision making. Elimination of the manual budget book production will allow City staff to dedicate more time to enhancing the budget book by providing additional financial information, leading to improved transparency.

Multi-year forecasting can be performed within a budget software rather than manually with an Excel sheet, thereby increasing the time for review and analysis to be able to more proactively highlight any concerns to management and Council. Budget software solutions provide templates the City will utilize to meet the GFOA budget presentation award requirements. This award recognizes governments for their budgeting excellence in addition to the assurance it provides residents that their tax dollars are being spent appropriately. The budget book itself will be available in a digital format rather than only as a static pdf file posted to the City's website. A digital budget book allows the public to more easily and selectively browse the budget via a linked navigable table of contents. A budget in brief can also be published to provide high level budget summaries with drill down capabilities to provide more detail. Since the budget book will not be manually created, it can be published sooner and therefore provide financial information to the public earlier compared to past budget cycles.

## **Procurement**

Once Munis was implemented and stabilized, City staff began searching for alternative providers of budgeting software

used by similar municipalities in California and elsewhere. City staff received three demonstrations in July 2023 for budget software solutions, inviting representatives from each City department to view and participate. The three software solutions viewed were OpenGov, ClearGov and Questica. Budget staff scored each demonstration against twenty qualitative criteria they had predetermined, including the overall time taken to develop a full city budget, compatibility with the City's existing ERP systems, budget book development, regular and ad-hoc management reporting, empowering departments throughout the budget process, tracking, monitoring and approval of changes and implementation steps required.

Out of a possible 300 points, OpenGov received a score of 215, Questica received 186, and ClearGov received 137. Following the demonstrations, staff reached out to these three vendors with a prioritized list of features for the City, requesting a cost proposal based on implementing the software to meet those priorities. OpenGov and ClearGov submitted cost proposals; Questica did not provide any cost proposal by the deadline and, therefore, was excluded from the selection process. OpenGov and ClearGov provided cost proposals that included one-time implementation costs and annual subscription fees across an initial five-year contract term.

| <b>Cost Proposals</b>                                       | <b>ClearGov</b>  | <b>OpenGov</b>    |
|-------------------------------------------------------------|------------------|-------------------|
| One Time Implementation (Incl. Training/Travel/Contingency) | 17,550           | 62,775            |
| Year 1 License (FY24)                                       | 83,005           | 87,270            |
| Year 2 License (FY25)                                       | 85,495           | 146,347           |
| Year 3 License (FY26)                                       | 88,060           | 152,201           |
| Year 4 License (FY27)                                       | 93,344           | 158,289           |
| Year 5 License (FY28)                                       | 98,944           | 164,620           |
| Total Agreement                                             | 466,398          | 771,493           |
| <b>Average Per Year</b>                                     | <b>\$ 93,280</b> | <b>\$ 154,298</b> |

### **Staff's Recommendation**

Staff determined that OpenGov includes all functionality requested and can provide the best value to the City, while ClearGov cannot provide interfaces with the current ERP, requires additional manual work, and has reduced reporting and forecasting capabilities. While ClearGov does allow staff to create and maintain a budget, that budget is not automatically linked to the actual expenses incurred against it. So, for example, if Council appropriates \$500,000 to a construction project in the budget, the project manager will not be able to see the actuals against the budget unless there is a manual upload of the actual expenses. In contrast, OpenGov merges the budget through automatic integration with the actual accounting information in real time. For example, when an invoice in the amount of \$100,000 related to a project is processed and approved, OpenGov will show the project manager that the project only has \$400,000 left in its budget. This allows our staff to better manage their budgets in real time and use every last penny. The software would also allow us to identify early those areas where there are opportunities to reallocate resources during the fiscal year. For example, if

a program is awarded \$100,000 every year, and by mid-year the project manager regularly spends \$80,000, but midway through this year she has only spent \$50,000, we can consider moving the extra funding elsewhere during the year rather than waiting until the next budget cycle. For this reason, staff considers it vital that the budget system is able to provide year-round analysis, tied to the actual data as recorded in the ERP system, in order to leverage the investments made in the financial software, to the benefit of all City funds. Year-round reporting and analysis will allow for major improvements in the accuracy and timeliness of financial information available, leading to more informed decision making.

OpenGov offers full-featured, cloud-based, budgeting software designed for public agencies. As an integrated budgeting and planning solution, it will allow staff to develop their department budgets in a more streamlined, systematic, and repeatable way. With the efficiencies gained in OpenGov, staff will be able to divert more time to analysis and evaluation of programs, policies, and operations supporting all City programs and initiatives. Departments will be empowered to more proactively monitor their budgets given the enhanced budgeting tools available, which will lead to more accurate and timely analysis. Additionally, the software includes an online budget book and dashboarding capabilities to present financial data in graphic format—in line with GFOA best practices—as well as transparency tools to help tie together and organize the City’s multi-department budget according to different strategic initiatives or priorities.

As part of the public transparency portal, OpenGov has already mapped the City’s chart of accounts, so is uniquely placed to deliver a fast and accurate implementation over the coming weeks and months.

To summarize the offerings of the three budget software options:

|                                                                                      | <b>Tyler Munis</b> | <b>ClearGov</b> | <b>OpenGov</b> |
|--------------------------------------------------------------------------------------|--------------------|-----------------|----------------|
| Efficient Operating and Personnel Budgeting, including Approval and Version Control. |                    | ✓               | ✓              |
| Budget Book / Online Budget Preparation and Presentation (GFOA eligible)             |                    | ✓               | ✓              |
| Integration with ERP Financials                                                      | ✓                  |                 | ✓              |
| Regular Efficient Budget Monitoring and Reporting                                    |                    |                 | ✓              |
| Multi Year Forecasting Capability                                                    |                    | ✓               | ✓              |
| Speedy Implementation                                                                |                    |                 | ✓              |

City staff received exceptional references from other California cities that use the combination of Tyler Munis and OpenGov, who have leveraged OpenGov’s ability to interface with Tyler Munis. Other cities using OpenGov, integrated with Tyler Munis include Hayward, Santa Barbara, Pasadena, Yorba Linda and Victorville. Interfacing with Munis streamlines data for reporting and planning purposes, without the need for duplicative efforts that can often lead to errors or time-consuming reconciliations. ClearGov does not provide this same functionality, and their references confirmed use of the software is limited to development of the annual budget.

OpenGov has a current cooperative agreement from which the City would be eligible to “piggyback.” This provides significant cost savings, and staff was able to negotiate a further reduction on the five-year pricing. If the contract is approved, staff anticipates a project kickoff in October 2023. This will allow time to set up and configure the system per City specifications so that it may be used to prepare significant portions of the FY 2024-25 Operating Budget. (To be clear, this is not a disparate budget software system; this software will be integrated into the ERP so the two systems communicate with each other.) In future years, we plan to roll out more components of the software so it is used to its potential. Staff anticipates the full implementation of all features as part of the FY 2025-26 budget, including Capital Improvement Project budgeting. Finally, contract 32300421, for financial transparency online reporting, will be canceled and superseded with the new agreement.

## 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**

The Fiscal Year 2023-24 Information Technology fund adopted budget includes appropriations of \$33,000 for the financial transparency portal provided by OpenGov under contract 32300421. Staff recommends appropriating the additional \$60,110 of the first year costs (\$93,110 subscription less \$33,000 financial transparency) from available Information Technology Fund Balance in Fiscal Year 2023-24. There are sufficient FY2023-24 appropriations in the General Fund Finance Department operating budget to cover the one time implementation cost of \$62,775. Future budget processes will include the appropriations necessary to pay for the subsequent years of the agreement.

*For Finance Use only: Information Technology Fund (Org. 7311804 Obj. 53001)*

## **COMMITTEE OUTCOME**

The item will go before the Finance & Governance Committee on September 26, 2023. As of the date of printing of this agenda item, the Committee outcome of this item was still unknown.

*Prepared by: Javier Chagoyen-Lazaro, Chief Financial Officer*

## **ATTACHMENTS**

1. Agreement
2. Budget Software Acquisition and Implementation Presentation

## OPENGOV SOFTWARE SERVICES AGREEMENT

This Software Services Agreement (this "**Agreement**") is entered into by OpenGov, Inc., a Delaware corporation with a principal place of business at 6525 Crown Blvd #41340, San Jose, CA 95160 ("**Open Gov**") and the customer listed on the signature block below ("**Customer**"), as of the date of last signature below (the "**Effective Date**"). This Agreement sets forth the terms under which Customer will be permitted to use OpenGov's hosted software services.

### 1. DEFINITIONS

"Customer Data" means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer's software systems of record). Customer Data shall not include any confidential personally identifiable information.

"Documentation" means the documentation for the Software Services at the Customer Resource Center page found at <https://opengov.zendesk.com>.

"Feedback" means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums.

"Initial Term" means the initial license term specified in number of years on the Order Form, commencing on the Effective Date.

"Intellectual Property Rights" means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.

"Order Form" means OpenGov's Software Services order form that: (a) specifies the Software Services provided by OpenGov; (b) references this Agreement; and (c) is signed by authorized representatives of both parties.

"Renewal Term" means each additional renewal period, which shall be for a period of a one (1) year or a greater period mutually agreed upon between the parties, for which this Agreement is extended pursuant to Section 7.2.

### 2. SOFTWARE SERVICES, SUPPORT AND PROFESSIONAL SERVICES

2.1 Software Services. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to perform the software services identified in the applicable Order Form entered into by OpenGov and Customer ("**Software Services**").

2.2 Support & Service Levels. Customer support is available by email to [support@opengov.com](mailto:support@opengov.com) or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov's standard business hours. Customer may report issues any time. However, OpenGov will address issues during business hours. OpenGov will provide support for the Software Services in accordance with the Support and Software Service Levels found at <https://opengov.com/service-sla>, as long as Customer is entitled to receive support under the applicable Order Form and this Agreement.

#### 2.3 Professional Services.

(a) If OpenGov or its authorized independent contractors provides professional services to Customer, such as implementation services, then these professional services will be described in a statement of work ("**SOW**") agreed to by the parties (the "**Professional Services**"). Unless otherwise specified in the SOW, any pre-paid Professional Services Fees must be utilized within one (1) year from the Effective Date. Any unused pre-paid Professional Services Fees shall be forfeited.



(b) Unless the SOW provides otherwise, all reasonable travel expenses, pre-approved by Customer and incurred by OpenGov in performing the professional services will be reimbursed by Customer. Travel expenses include cost of coach airfare travel round trip from the individual's location to Customer's location, reasonable hotel accommodations, ground transportation and meals.

### 3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.

3.2 Responsibilities. Customer shall be responsible for obtaining and maintaining computers and third party software systems of record (such as Customer's ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

### 4. INTELLECTUAL PROPERTY RIGHTS; LICENSE GRANTS; ACCESS TO CUSTOMER DATA

4.1 Software Services. OpenGov retains all right, title, and interest in the Software Services and all Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov and Customer may not copy, imitate, or use them, in whole or in part, without OpenGov's prior written consent. Subject to Customer's obligations under this Agreement, OpenGov hereby grants to Customer a non-exclusive, royalty-free license during the Term to use the Software Services.

4.2 Customer Data. Customer retains all right, title, and interest in the Customer Data and all Intellectual Property Rights therein. Customer hereby grants to OpenGov a non-exclusive, royalty-free license to, and permit its partners (which include, without limitation the hosting providers of the Software Services) to, use, store, edit and reformat the Customer Data, and to use Customer Data for purposes of sales, marketing, business development, product enhancement, customer service, or for analyzing such data and publicly disclosing such analysis ("**Insights**"), provided that in all such uses Customer Data is rendered anonymous such that Customer is no longer identifiable.

4.3 Access to Customer Data. Customer may download the Customer Data from the Software Services at any time during the Term, other than during routine software maintenance periods. OpenGov has no obligation to return Customer Data to Customer.

4.4 Feedback. Customer hereby grants to OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer's Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

### 5. CONFIDENTIALITY

5.1 Each party (the "**Receiving Party**") agrees not to disclose any Confidential Information of the other party (the "**Disclosing Party**") without the Disclosing Party's prior written consent, except as provided below. The Receiving Party further agrees: (a) to use and disclose the Confidential Information only in connection with this Agreement; and (b) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

5.2 **"Confidential Information"** means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable Software Agreement). OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services and all Documentation.

5.3 Notwithstanding the foregoing, "Confidential Information" does not include: (a) **"Public Data,"** which is data that the Customer has previously released to the public, would be required to release to the public, upon request, according to applicable federal, state, or local public records laws, or Customer requests OpenGov make available to the public in conjunction with the Software Services. Confidential Information does not include (b) information that has become publicly known through no breach by the receiving party; (c) information that was rightfully received by the Receiving Party from a third party without restriction on use or disclosure; or (d) information independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.

## 6 PAYMENT OF FEES

### 6.1 Fees; Invoicing; Payment; Expenses.

(a) Fees. The fees for the Software Services for the Initial Term and any Renewal Term (**"Software Services Fees"**) and the fees for Professional Services (**"Professional Services Fees"**) are set forth in the applicable Order Form. Software Services Fees and Professional Services Fees shall hereafter be referred to as **"Fees"**. Except to the extent otherwise expressly stated in this Agreement or in an Order Form, (i) all obligations to pay Fees are non-cancelable and all payments are non-refundable, (ii) Customer must pay all Fees due under all Order Forms and SOW within thirty (30) days after Customer receives each invoice (invoices are deemed received when OpenGov emails them to Customer's designated billing contact); (iii) the Software Service Fee shall be due annually in advance, and (iv) Customer must make all payments without setoffs, withholdings or deductions of any kind.

(b) Annual Software Maintenance Price Adjustment. OpenGov shall increase the Fees payable for the Software Services during any Renewal Term by 5% each year of the Renewal term.

(c) Invoicing and Payment. OpenGov will invoice the Customer according to the Billing Frequency listed on the Order Form. Customer shall pay all invoices according to the Payment Terms listed on the Order Form.

(d) Travel Expenses. Unless the SOW provides otherwise, OpenGov will invoice Customer for travel expenses, pre-approved by the Customer, incurred in connection with each SOW as they are incurred. Customer shall pay all such valid invoices within thirty (30) days of receipt of invoice. Each invoice shall include receipts for the travel expenses listed on the invoice.

#### (e) Customer Delays; On Hold Fee.

I. On Hold Notice. Excluding delays caused by Force Majeure as described in Section 10.5, if OpenGov determines that Customer's personnel or contractors are not completing Customer's responsibilities described in the applicable SOW timely or accurately, OpenGov shall promptly, but in no event more than thirty (30) days from the date of such determination deliver to Customer a notice (an **"On Hold Notice"**) that (A) designates the Professional Services to be provided to the Customer as **"On Hold"**, (B) detail Customer's obligations and responsibilities necessary for OpenGov to continue performing the Professional Services, and (C) specify the Customer shall be invoiced for lost time in production (e.g. delayed or lost revenue resulting from rescheduling work on other projects, delay in receiving milestone payments from Customer, equipment, hosting providers and human resources idle) for a fee equal to 10% of the first year Software Service Fee (the **"On Hold Fee"**).

II. Effects of On Hold Notice. Upon issuing an On Hold Notice, OpenGov shall be entitled, without penalty, to (A) reallocate resources otherwise reserved for the performance of the Professional Services, and (B) stop or caused to be stopped the Professional Services to be provided to the Customer until the Customer has fulfilled its obligations as set forth in the On Hold Notice. OpenGov shall remove the "On Hold" status, only

upon Customer's fulfillment of its obligations set out in the On Hold Notice, including payment of the On Hold Fee. Upon Customer's fulfillment of its obligations in the On Hold Notice, OpenGov may, in its sole discretion, extend the timeline to complete certain Professional Services up to six (6) weeks, depending on the availability of qualified team resources (OpenGov cannot guarantee that these team resources will be the same as those who were working on the project prior to it being placed On Hold). OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer's failure to complete Customer's responsibilities or adhere to a Customer schedule which were brought to the attention of the Customer on a timely basis, unless such delays result, directly or indirectly from the failure of OpenGov or its authorized independent contractors to perform the Professional Services in accordance with this Agreement or applicable SOW.

**6.2 Consequences of Non-Payment.** If Customer fails to make any payments required under any Order Form or SOW, then in addition to any other rights OpenGov may have under this Agreement or applicable law, (a) Customer will owe late interest penalty of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower and (b) If Customer's account remains delinquent (with respect to payment of a valid invoice) for thirty (30) days after receipt of a delinquency notice from OpenGov, which may be provided via email to Customer's designated billing contact, OpenGov may temporarily suspend Customer's access to the Software Service for up to ninety (90) days to pursue good faith negotiations before pursuing termination in accordance with Section 7. Customer will continue to incur and owe all applicable Fees irrespective of any such Service suspension based on such Customer delinquency.

**6.3 Taxes.** All Fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("**Sales Taxes**"). Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov's net income. If any Sales Taxes related to the Fees under this Agreement are found at any time to be payable, the amount may be billed by OpenGov to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest, and will indemnify OpenGov for any liability or expense incurred in connection with such Sales Taxes. In the event Customer or the transactions contemplated by the Agreement are exempt from Sales Taxes, Customer agrees to provide OpenGov, as evidence of such tax exempt status, proper exemption certificates or other documentation acceptable to OpenGov.

## **7, TERM & TERMINATION**

**7.1 Term.** Subject to compliance with all terms and conditions, the term of this Agreement shall commence on the Effective Date and shall continue until the Subscription End Date specified on the Order Form (the "Initial Term") unless sooner terminated pursuant to Section 7.3 below.

**7.2 Renewal.** This Agreement may renew for another period mutually agreed upon between the parties (the "**Renewal Term**") and together with the Initial Term, the "**Term**"), upon the Customer providing OpenGov of its intent to renew this Agreement in writing no less than thirty (30) days before the end of the Initial Term.

**7.3 Termination.** Neither party shall have the right to terminate this Agreement without a legally valid cause. If either party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after notice by the non-breaching party (ten (10) days in the case of non-payment), the non-breaching party may terminate this Agreement.

### **7.4 Effect of Termination.**

(a) **In General.** Upon termination pursuant to Section 7.3 or expiration of this Agreement pursuant to Section 7.1: (a) Customer shall pay in full for all Software Services and Professional Services performed up to and including the effective date of termination or expiration, (b) all Software Services provided to Customer hereunder shall immediately terminate; and (c) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.

(b) **Deletion of Customer Data.** Unless otherwise requested pursuant to this Section 7.4(b), upon the expiration or termination of this Agreement the Customer Data, excluding any Insights, shall be deleted pursuant to OpenGov's standard data deletion and retention practices. Upon written request, Customer may request deletion of Customer Data, excluding any Insights, prior to the date of termination or expiration of this Agreement. Such



request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice described at Section 10.

7.5 Survival. The following sections of this Agreement shall survive termination: Section 5 (Confidentiality), Section 6 (Payment of Fees), Section 7.4(b) (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).

## 8. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

### 8.1 By OpenGov.

(a) General Warranty. OpenGov represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Professional Services, if *any*, will be performed in a professional and workmanlike manner in accordance with the related statement of work and generally prevailing industry standards. For any breach of the Professional Services warranty, Customer's exclusive remedy and OpenGov's entire liability will be the re-performance of the applicable services. If OpenGov is unable to re-perform all such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must make any claim under the foregoing warranty to OpenGov in writing within ninety (90) days of performance of such work in order to receive such warranty remedies.

(b) Software Services Warranty. OpenGov further represents and warrants that for a period of ninety (90) days, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Any claim submitted under this Section 8.1 (b) must be submitted in writing to OpenGov during the Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the Fee for such Software Services.

8.2 By Customer. Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) OpenGov's use of the Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.

8.3 Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

## 9. LIMITATION OF LIABILITY

9.1 By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9.2 By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

9.3 Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims based on either party's intentional breach of its

obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either party and (c) either party's unauthorized use, distribution, or disclosure of the other party's intellectual property.

9.4 No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

## 10. MISCELLANEOUS

10.1 Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.

10.2 Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone communications. However, for notices, including legal notices, required by the Agreement (in Sections where the word "notice" appears) the parties must communicate more formally in a writing given by personal delivery, by pre-paid first-class mail or by overnight courier to the address specified in the most recent Order Form (or such other address as may be specified in writing in accordance with this Section).

10.3 Anti-corruption. OpenGov has not offered or provided any bribe, kickback, illegal or improper payment, gift, or thing of value to any Customer personnel in connection with the Agreement, other than reasonable gifts and entertainment provided Customer in the ordinary course of business. If OpenGov become aware of any violation of the above restriction then OpenGov shall promptly notify Customer.

10.4 Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

10.5 Force Majeure. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.

10.6 Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. There are no third-party beneficiaries to this Agreement.

10.7 Assignment. Except as set forth in this Section, neither party shall assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to: (i) its corporate affiliate; or (ii) any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement shall inure to the benefit of and bind each party's permitted assigns and successors.

10.8 Independent Contractors. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect.

10.9 Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10.10 Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. Exclusive jurisdiction for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement shall be only in the Federal or State court with competent

jurisdiction located in San Mateo County, California, and the parties hereby submit to the personal jurisdiction and venue therein.

10.11 Complete Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties, and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

# G) OPENGOV

Quote Number: OG-00003583  
 Creation Date: 9/5/2023  
 Order Form Effective Date: 10/31/2023  
 Subscription Start Date: 10/4/2023  
 Subscription End Date: 6/30/2028

OpenGov Inc.  
 PO Box 40  
 San Jose, CA 95160  
 Unit: Sales

Prepared By: Alex Martinez  
 Email: alex.martinez@opengov.com  
 Contract Term: Prorated + 48 Months

| Customer Information |                                                   |                                     |
|----------------------|---------------------------------------------------|-------------------------------------|
| City/State           | City of Oxnard, CA                                | Contact Name: Mark Sewell           |
| Bill To/Ship To:     | 300 West Third Street<br>Oxnard, California 93030 | Email: mark.sewell@cityofoxnard.com |
| Unit:                | Unit:                                             |                                     |

| Order Details      |                      |
|--------------------|----------------------|
| Billing Frequency: | Annually in Advance  |
| Payment Term:      | Net-30 (Thirty) Days |

| SIDFFIVARII SLRVICE*                                                        | Start Date | End Date  | Annual Fee    |
|-----------------------------------------------------------------------------|------------|-----------|---------------|
| Product/Service                                                             |            |           |               |
| Cn.dirfor UIT&J Softn,aa (PROP Tt:D) (MxagtlMtht Rtpo,ing & Stor/ Building) | 10/4/2023  | 3/3W.025  | \$ 16,650.00  |
| Budgeting & Planning                                                        | 10/4/2023  | 6/30/2024 | \$ 109,760.25 |
| Budgeting & Planning                                                        | 6/30/2025  | 6/30/2025 | \$ 146,347.00 |
| Budgeting&: Planning                                                        | 7/1/2025   | 6/30/2026 | \$ 152,201.00 |
| Budgeting&: Planning                                                        | 7/1/2026   | 6/30/2027 | \$ 158,289.00 |
| Budgeting & Planning                                                        | 7/1/2027   | 6/30/2028 | \$ 164,620.00 |

Annual Subscription Total: See Billing Table

| PROFESSIONAL SERVICES:                                                                                                    |                        | Start Date | End Date | Annual Fee   |
|---------------------------------------------------------------------------------------------------------------------------|------------------------|------------|----------|--------------|
| Product/Service                                                                                                           |                        | 10/1/2023  |          | \$ 41,925.00 |
| OpenGov Deployment- Prepaid (Upfront)                                                                                     |                        |            |          | \$ 5,850.00* |
| OpenGov Deployment- Time & Materials                                                                                      | Billed Upon Completion |            |          |              |
| *Hours will be billed upon completion on a time and materials basis at a rate of \$195.00 per hour, estimated at 30 hours |                        |            |          |              |
|                                                                                                                           |                        |            |          | \$ 47,775.00 |

| Effective Date  | Amount Due   |                                                                           |
|-----------------|--------------|---------------------------------------------------------------------------|
| October 4, 2023 | \$135,035.25 | (Prorated Annual Software Fee + Professional Services Payment 1 + Credit) |
| July 1, 2024    | \$146,347.00 | (Annual Software Fee)                                                     |
| July 1, 2025    | \$152,201.00 |                                                                           |
| July 1, 2026    | \$158,289.00 |                                                                           |
| July 1, 2027    | \$164,620.00 |                                                                           |

**Order Form Legal Terms**  
 Welcome to OpenGov. This Order Form is a contract between you, the Customer identified above ("Customer"), as of the Effective Date. This Order Form includes and incorporates the OpenGov Software Services Agreement, signed between the parties, effective as of the date of execution of this Agreement, and any amendments thereto ("SSA") and the applicable Statement of Work ("SOW") incorporated herein in the event Professional Services are purchased. The Order Form, SSA and SOW shall hereafter be referred to as the "Agreement". Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, on the Effective Date. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the OpenGov Software Services Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the terms in the Agreement to the exclusion of all other terms. This Order Form shall replace and supersede in its entirety the Order Form signed between the parties effective January 3, 2022.

Signatures on next page



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

**CITY OF OXNARD**

**OPENGOV, INC.**

\_\_\_\_\_  
John C. Zaragoza, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sam Kramer, VP of Finance

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sean Wani  
General Counsel

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Rose Chaparro, City Clerk  
(only if Mayor authorizes)

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Date



# Statement of Work

City of Oxnard

Creation Date: 09/11/2023  
Document Number: PS-04484  
Version Number: 4  
Created by: Mark Welch

## Table of Contents

|                                                 |           |
|-------------------------------------------------|-----------|
| <b>1. Overview and Approach</b>                 | <b>3</b>  |
| 1.1 . Agreement                                 | 3         |
| <b>2. Statement of Work</b>                     | <b>3</b>  |
| 2.1. Project Scope                              | 3         |
| 2.2. Facilities and Hours of Coverage           | 3         |
| 2.3. Key Assumptions                            | 4         |
| 2.4. OpenGov Responsibilities                   | 4         |
| 2.4.1 . Activity 1 - Project Management         | 4         |
| 2.4.2. Activity 2 - Initialization              | 5         |
| 2.4.3. Activity 3 - OpenGov Use Cases           | 6         |
| 2.4.4. Activity 4 - Training                    | 6         |
| 2.5. Your Responsibilities                      | 6         |
| 2.5.1. Your Project Manager                     | 7         |
| 2.6. Completion Criteria                        | 7         |
| 2.7. Estimated Schedule                         | 7         |
| 2.8. Illustrative Project Timelines             | 8         |
| 2.9. Charges                                    | 8         |
| 2.10. Offer Expiration Date                     | 8         |
| <b>Appendix A: Engagement Charter</b>           | <b>9</b>  |
| A-1: Communication and Escalation Procedure     | 9         |
| A-2: Change Order Process                       | 9         |
| A-3: Deliverable Materials Acceptance Procedure | 10        |
| <b>Appendix B: Implementation Activities</b>    | <b>11</b> |
| B-1: OpenGov Budgeting & Planning Suite         | 11        |
| <b>Appendix C: Technical Requirements</b>       | <b>19</b> |
| C-1: OpenGov Budgeting & Planning Suite         | 19        |

# 1. Overview and Approach

## 1.1 Agreement

This Statement of Work ("SOW") identifies services that Open Gov, Inc. ("Open Gov" or "we") will perform for City of Oxnard ("Customer" or "you") pursuant to that order for Professional Services entered into between OpenGov and the Customer ("Order Form") which references the Master Services Agreement or other applicable agreement entered into by the parties (the "Agreement").

- Customer acknowledges and agrees that this Statement of Work is subject to the confidentiality obligations set forth in the Agreement between OpenGov and Customer.
- The Deliverables listed in [Appendix B](#) are the single source of the truth of the deliverables to be provided.
- Customer's use of the Professional Services is governed by the Agreement and not this SOW.
- Upon execution of the Order Form or other documentation referencing the SOW, this SOW shall be incorporated by reference into the Agreement.
- In the event of any inconsistency or conflict between the terms and conditions of this SOW and the Agreement, the terms and conditions of this SOW shall govern with respect to the subject matter of this SOW only. Unless otherwise defined herein, capitalized terms used in this SOW shall have the meaning defined in the Agreement.
- This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party.
- OpenGov will be deployed as is, Customer has access to all functionality available in the current release.

## 2. Statement of Work

This SOW is limited to the Implementation of the Open Gov Budgeting & Planning as defined in the [OpenGov Responsibilities section](#) of this document. Any additional services or support will be considered out of scope.

### 2.1. Project Scope

Under this project, OpenGov will deliver cloud based Budgeting & Planning solutions to help the Customer power a more effective and accountable government. OpenGov's estimated charges and schedule are based on performance of the activities listed in the "OpenGov Responsibilities" section below. Deviations that arise during the project will be managed through the procedure described in [Appendix A-2: Change Order Process](#), and may result in adjustments to the Project Scope, Estimated Schedule, Charges and other terms. These adjustments may include charges on a time-and-materials or fixed-fee basis using OpenGov's standard rates in effect from time to time for any resulting additional work or waiting time.

### 2.2. Facilities and Hours of Coverage

Open Gov will:

- A. Perform the work under this SOW remotely, except for any project-related activity which OpenGov determines would be best performed at your facility in order to complete its responsibilities under this SOW.
- B. Provide the Services under this SOW during normal business hours, 8:30 am to 6:00 pm local time, Monday through Friday, except holidays.

## 2.3. Key Assumptions

The SOW and OpenGov estimates are based on the following key assumptions. Deviations that arise during the proposed project will be managed through the project Change Order Process (see [Appendix A-2](#)), and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and other terms.

- A. The OpenGov Suites are not customized beyond current capacities based on the latest release of the software.
- B. Individual software modules are configured based on discussions between OpenGov and Customer.
- C. OpenGov or its authorized independent contractors provide Professional Services to Customer as described in this SOW as agreed to by the parties.
- ☐ D. Budgeting and Planning Suite
  - i. Customer will provide Budget and Actuals data within two (2) weeks immediately following the kick-off meeting.
  - ii. Customer's Integration is unidirectional from Tyler Munis into OpenGov. The integrated data will be linked to the Customer's OpenGov Chart Of Accounts.
  - iii. OpenGov budget proposal configuration will include: up to two hundred (200) department proposals and up to two hundred (200) project proposals.
  - iv. OpenGov Online Budget Book (OBB) configuration will include:
    - 1. Six (6) Standard OBB templates; up to two hundred (200) department stories pages and up to two hundred (200) project pages from the templates; and up to two (2) reports with report views to use in the OBB.

## 2.4. OpenGov Responsibilities

### 2.4.1. Activity 1- Project Management

OpenGov will provide project management for the OpenGov responsibilities in this SOW. The purpose of this activity is to provide direction to the OpenGov project personnel and to provide a framework for project planning, communications, reporting, procedural and contractual activity. This activity is composed of the following tasks:

#### Planning

OpenGov will:

- A. review the SOW, contract and project plan with Customer's Project Manager and key stakeholders to ensure alignment and agreed upon timelines;
- G. maintain project communications through your Project Manager;

- C. establish documentation and procedural standards for deliverable Materials; and
- D. assist your Project Manager to prepare and maintain the project plan for the performance of this SOW which will include the activities, tasks, assignments, and project milestones.

### **Project Tracking and Reporting**

OpenGov will:

- A. review project tasks, schedules, and resources and make changes or additions, as appropriate. Measure and evaluate progress against the project plan with your Project Manager;
- B. work with your Project Manager to address and resolve deviations from the project plan;
- C. conduct regularly scheduled project status meetings; and
- D. administer the Project Change Control Procedure with your Project Manager.

### **Completion Criteria:**

This is an on-going activity which will be considered complete at the end of the Services

### **Deliverable Materials:**

- Weekly status reports
- Project plan
- Project Charter
- Risk, Action, Issues and Decisions Register(RAID)

## **2.4.2. Activity 2 - Initialization**

Open Gov will provide the following:

- A. Customer Entity configuration
- B. System Administrators creation
- C. Solution Blueprint creation
- D. Data Validation strategy confirmation

### **Completion Criteria:**

This activity will be considered complete when:

- Customer Entity is created
- System Administrators have access to Customer Entity
- Solution Blueprint is presented to Customer

### **Deliverable Materials:**

- Solution Blueprint
- Sign-off of Initial Draft Solution Blueprint

### 2.4.3. Activity 3 - OpenGov Use Cases

OpenGov will provide the following:

#### Budget & Planning Use Cases

- A. Centralized Operating Budget
- 8. Multi-Year Workforce Planning
- C. Capital Improvement Planning
- D. Interactive Online Budget Books
- E. Interactive Reporting
- F. Integration with Tyler Munis for real-time (daily balances) reporting including Transaction level detail

#### Completion Criteria:

This activity will be considered complete when:

#### Budget & Planning Use Cases

- Chart of Accounts is configured
- Operating Budget proposals are configured
- Capital Budget proposals are configured
- Workforce Plan is configured
- Online Budget Book templates are configured
- Financial integration is configured
- Budget reports are configured

#### Deliverable Materials:

- Formal sign off document

### 2.4.4. Activity 4 - Training

Training will be provided in instructor-led virtual sessions unless otherwise specified in Appendix B. For any instructor-led virtual sessions, the class size is recommended to be 10 (ten), for class sizes larger than 10 (ten) it may be necessary to have more than one instructor. At least one training session will be delivered virtually and recorded for future use by City.

#### Completion Criteria:

- Administrator training is provided
- End User training is provided

#### Deliverable Materials:

- Formal sign off document

## 2.5. Your Responsibilities

The completion of the proposed scope of work depends on the full commitment and participation of your management and personnel. The responsibilities listed in this section



are in addition to those responsibilities specified in the Agreement and are to be provided at no charge to Open Gov. OpenGov's performance is predicated upon the following responsibilities being managed and fulfilled by you. Delays in performance of these responsibilities may result in delay of the completion of the project and will be handled in accordance with [Appendix A-1: Communication and Escalation Procedure](#).

### 2.5.1. Your Project Manager

Prior to the start of this project, you will designate a person called your Project Manager who will be the focal point for OpenGov communications relative to this project and will have the authority to act on behalf of you in all matters regarding this project.

Your Project Manager's responsibilities include the following:

- A. manage your personnel and responsibilities for this project (for example: ensure personnel complete any self-paced training sessions, configuration, validation or user acceptance testing);
- B. serve as the interface between Open Gov and all your departments participating in the project;
- C. administer the Project Change Control Procedure with the Project Manager;
- D. participate in project status meetings;
- E. obtain and provide information, data, and decisions within five(5) business days of OpenGov's request unless you and OpenGov agree in writing to a different response time;
- F. resolve deviations from the estimated schedule, which may be caused by you;
- G. help resolve project issues and escalate issues within your organization, as necessary; and
- H. Work with Open Gov Project Manager to ensure the project plan for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates are completed by Customer's employees.

## 2.6. Completion Criteria

Open Gov will have fulfilled its obligations under this SOW when any of the following first occurs:

- A. OpenGov accomplishes the activities set forth in "[OpenGov responsibilities](#)" section and delivers the Materials listed, if any; or
- B. The End date is reached

## 2.7. Estimated Schedule

OpenGov will schedule resources for this project upon signature of the order form. Unless specifically noted, the Open Gov assigned project manager will work with Customer Project Manager to develop the project schedule for all requested deliverables under this SOW.

OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

The Services are currently estimated to start within two (2) weeks but no later than four (4) weeks from signatures and have an estimated end date of eleven (11) months following signatures ("End Date") or on other dates mutually agreed to between you and OpenGov.

## 2.8. Illustrative Project Timelines

The City and OpenGov have discussed and agreed to the following project timeline. The project plan below is illustrative and may adjust based on the needs of the City, to accommodate vacations, schedules, or required go-live dates.

| BudgetIn9 & Planning Suite Illustrative Timeline                                                                                                                                                                               |                                      | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Financial Integration                                                                                                                                                                                                          |                                      |     |     |     |     |     |     |     |     |     |
|                                                                                                                                                                                                                                | Chart of Accounts                    |     |     |     |     |     |     |     |     |     |
|                                                                                                                                                                                                                                | Review and Finalize Operating Budget |     |     |     |     |     |     |     |     |     |
|                                                                                                                                                                                                                                | Mid Year Budget, in Brief            |     |     |     |     |     |     |     |     |     |
|                                                                                                                                                                                                                                | Workforce Planning                   |     |     |     |     |     |     |     |     |     |
|                                                                                                                                                                                                                                | Capital Budget                       |     |     |     |     |     |     |     |     |     |
|                                                                                                                                                                                                                                | Online Budget Book                   |     |     |     |     |     |     |     |     |     |
| Budget and Planning Suite;                                                                                                                                                                                                     | Budget End User Training             |     |     |     |     |     |     |     |     |     |
| GoLive Support                                                                                                                                                                                                                 | Hypercare                            |     |     |     |     |     |     |     |     |     |
| Customer is responsible for amending the kicks off of each phase, providing any necessary data for each phase, participating in working sessions during live phases, and signing off on deliverables at the end of each phase. |                                      |     |     |     |     |     |     |     |     |     |

## 2.9. Charges

The Services will be conducted on a Fixed Price basis. This fixed price is exclusive of any travel and living expenses and other reasonable expenses incurred in connection with the Services. All charges are exclusive of any applicable taxes.

OpenGov shall receive written approval in advance of any visit to Customer to which they intend to recover expenses.

## 2.10. Offer Expiration Date

This offer will expire on 10/31/2023 unless extended by OpenGov in writing.

# Appendix A: Engagement Charter

## A-1: Communication and Escalation Procedure

Active engagement throughout the implementation process is the foundation of a successful deployment. To help assess progress, address questions, and minimize risk during the course of deployment both parties agree to the following:

- **Regular communication** aligned to the agreed upon project plan and timing.
  - OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, in order to be able to address items when known.
- **Executive involvement**
  - Executives may be called upon to clarify expectations and/or resolve confusion.
  - Executives may be needed to steer strategic items to maximize the value through the deployment.
- **Escalation Process:**
  - OpenGov and Customer agree to raise concerns and follow the escalation process, resource responsibility, and documentation in the event an escalation is needed to support issues raised
    - Identification of an issue impeding deployment progress, outcome or capturing the value proposition, that is not acceptable.
    - Customer or OpenGov Project Manager summarizes the problem statement and impasse.
    - Customer and OpenGov Project Managers jointly will outline solution, acceptance or schedule Executive review.
    - Resolution will be documented and signed off following Executive review.
- **Phase Sign-Off**
  - OpenGov requests sign-offs at various stages during the implementation of the project. Once the Customer has signed-off, any additional changes requested by Customer on that stage will require a paid change order for additional hours for OpenGov to complete the requested changes.

## A-2: Change Order Process

This SOW and related efforts are based on the information provided and gathered by OpenGov. Customers acknowledge that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing or email, by both Customer and OpenGov, and documented as such via a:

- **Change Order**- Work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date and be paid for by Customer. Changes might include:
  - Timeline for completion
  - Sign off process
  - Cost of change and Invoice timing
  - Amending the SOW to correct an error.

- o Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov.
- o Change in type of Open Gov resources to support the SOW.

### **A-3: Deliverable Materials Acceptance Procedure**

Deliverable Materials as defined herein will be reviewed and accepted in accordance with the following procedure:

- The deliverable Material will be submitted to your Project Manager.
- Your Project Manager will have decision authority to approve/reject all project Criteria, Phase Acceptance and Engagement Acceptance.
- Within five (5) business days of receipt, your Project Manager will either accept the deliverable Material or provide OpenGov's Project Manager a written list of requested revisions. If OpenGov receives no response from your Project Manager within five (5) business days, then the deliverable Material will be deemed accepted. The process will repeat for the requested revisions until acceptance.
- All acceptance milestones and associated review periods will be tracked on the project plan.
- Both OpenGov and Customer recognize that failure to complete tasks and respond to open issues may have a negative impact on the project.
- For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the project.
- Any conflict arising from the deliverable Materials Acceptance Procedure will be addressed as specified in the Escalation Procedure set forth in [Appendix A-1](#). As set forth in the "Customer Delays" provision of the Agreement, if there are extended delays (greater than 10 business days) in Customer's response for requested information or deliverable; OpenGov may opt to put the project on an "On Hold" status. After the Customer has fulfilled its obligations, Professional Services can be resumed and the project will be taken off the "On-Hold" status.
- Putting a project "on Hold" may have several ramifications including, but not restricted, to the following:
  - o Professional Services to the customer could be stopped;
  - o Delay to any agreed timelines; or
  - o Not having the same Professional Services team assigned.

## Appendix B: Implementation Activities

### B-1: OpenGov Budgeting & Planning Suite

#### Instance Creation

| Budgeting & Planning Suite                                |                                                                                                                                                                                      |                                                                                                                 |
|-----------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|
| Description                                               | OpenGov Responsibilities                                                                                                                                                             | Customer Responsibilities                                                                                       |
| <b>Provisioning Reporting &amp; Transparency Platform</b> | <p>Open Gov will:</p> <ul style="list-style-type: none"> <li>• Open Gov will provision Customer's OpenGov entity and verify Customer has access to all purchased modules.</li> </ul> | <p>Customer will:</p> <ul style="list-style-type: none"> <li>• Confirm access to entity and modules.</li> </ul> |

#### Technical Project Review

| Description                     | OpenGov Responsibilities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Customer Responsibilities                                                                                                                                                                                              |
|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Technical Project Review</b> | <p>Open Gov will:</p> <ul style="list-style-type: none"> <li>• Provide up to one (1) one-hour working sessions at the beginning of the project to: <ul style="list-style-type: none"> <li>◦ Review deliverables</li> <li>◦ Review technical requirements</li> <li>◦ Provide documentation on requirements and processes</li> </ul> </li> </ul> <p>OpenGov Assumptions:</p> <ul style="list-style-type: none"> <li>• Customer will provide relevant data within two (2) weeks immediately following the kick-off meeting.</li> </ul> | <p>Customer will:</p> <ul style="list-style-type: none"> <li>• Identify relevant participants for attendance.</li> <li>• Confirm deliverables.</li> <li>• Gather and provide relevant data for the project.</li> </ul> |

### Chart of Accounts Configuration

| Description                    | OpenGov Responsibilities                                                                                                                                                                                                                                               | Customer Responsibilities                                                                                                                                                                                             |
|--------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Chart of Accounts (COA)</b> | <p>OpenGov will:</p> <ul style="list-style-type: none"> <li>Review configured COA and uploaded data and provide training to Customer on how to: <ul style="list-style-type: none"> <li>Manage new codes</li> <li>Edit COA</li> <li>Create Masks</li> </ul> </li> </ul> | <p>Customer will:</p> <ul style="list-style-type: none"> <li>Provide current COA and transactional data.</li> <li>Validate and provide sign off on COA.</li> <li>Maintain the COA following configuration.</li> </ul> |

### Integration Configuration

| Description                  | OpenGov Responsibilities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Customer Responsibilities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Financial Integration</b> | <p>OpenGov will:</p> <ul style="list-style-type: none"> <li>Installation of Agent and Database View Deployment or Set up a SFTP and Sample File Format.</li> <li>Integrate the following functionalities: <ul style="list-style-type: none"> <li>Actuals and Budget (Revenue and Expenses)</li> </ul> </li> <li>Extract, transform (when required) and load the data</li> <li>Build Reports for the required functionalities</li> <li>Validate the historical data and current year data based on the Customer provided summary report.</li> <li>Schedule the current year data load</li> <li>Monitor the data load</li> </ul> <p>OpenGov assumptions:</p> <ul style="list-style-type: none"> <li>Integration is unidirectional from the Customer's Tyler Munis into OpenGov.</li> <li>The data will be linked to the Customer's COA.</li> </ul> | <p>Customer will:</p> <ul style="list-style-type: none"> <li>Provide an IT resource to assist the project team in the initial set-up.</li> <li>Provide assistance to understand source system specific customizations and configurations when building the data extract.</li> <li>If OpenGov is unable to access the data per requirements, provide .csv data files via Open Gov SFTP Location.</li> <li>Any charges for the data from ERP system will be the customer responsibility.</li> <li>Broker OpenGov's access to Customer's source accounting data if hosted by any third vendor.</li> <li>Provide a summary export data to validate against.</li> <li>Validate and provide sign off on the integrated data and reports.</li> <li>Changes to the underlying data after project closure will be responsibility of the customer to update.</li> <li>Maintenance of the integration file on an ongoing</li> </ul> |



|  |  |                                              |
|--|--|----------------------------------------------|
|  |  | basis is the responsibility of the customer. |
|--|--|----------------------------------------------|

### Operating Budget Configuration

| Description                                      | OpenGov Responsibilities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Customer Responsibilities                                                                                                                                                                                                                                                          |
|--------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Operating Budget</b>                          | <p>OpenGov will:</p> <ul style="list-style-type: none"> <li>• Configure up to two (2) Proofs of Concept (POC).</li> <li>• Configure one (1) Budget instance, once POC is validated.</li> <li>•• Configure and upload Customer's base budget files into OpenGov budget instances.</li> <li>• Configure OpenGov Budget Proposals and Worksheets for up to two-hundred (200) Departments in the base budget file based on the agreed upon structure.</li> <li>• Review configured OpenGov Budget and provide training to Customer on how to: <ul style="list-style-type: none"> <li>o Create new Proposals and Worksheets</li> <li>o Manage Budgets</li> </ul> </li> </ul> | <p>Customer will:</p> <ul style="list-style-type: none"> <li>• Provide current budget.</li> <li>• Validate Proof of Concept prior to OpenGov building out Budget Proposals and Worksheets.</li> <li>• Validate and provide sign off on Budget Proposals and Worksheets.</li> </ul> |
| <b>Operating Budget Community Feedback Topic</b> | <p>OpenGov will:</p> <ul style="list-style-type: none"> <li>• Configure one (1) standard budget topic in Community Feedback.</li> <li>• Review configured OpenGov Topic and provide training to Customer on how to: <ul style="list-style-type: none"> <li>o Create new topics</li> <li>o Manage topics</li> <li>o Set Topics to Public and Closed.</li> </ul> </li> </ul>                                                                                                                                                                                                                                                                                              | <p>Customer will:</p> <ul style="list-style-type: none"> <li>• Provide logo and branding guidelines.</li> <li>• Validate and provide signoff on the standard budget topic.</li> <li>•• Update the standard budget topic with Customer relevant information.</li> </ul>             |
| <b>Operating Budget Story</b>                    | <p>Open Gov will:</p> <ul style="list-style-type: none"> <li>• Configure one (1) standard budget Story template.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <p>Customer will:</p> <ul style="list-style-type: none"> <li>• Provide logo and branding guidelines.</li> </ul>                                                                                                                                                                    |



|  |                                                                                                                                                                                                                                                      |                                                                                                                                                                                             |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <ul style="list-style-type: none"> <li>Review configured OpenGov Story and provide training to Customer on how to: <ul style="list-style-type: none"> <li>Create new Stories</li> <li>Manage Stories</li> <li>Publish Stories</li> </ul> </li> </ul> | <ul style="list-style-type: none"> <li>Validate and provide signoff on Operating Budget Story template.</li> <li>Update standard budget Story with Customer relevant information</li> </ul> |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

#### Capital Budget Configuration

| Description                 | OpenGov Responsibilities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Customer Responsibilities                                                                                                                                                                                                                                      |
|-----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Capital Budget</b>       | <p>OpenGov will:</p> <ul style="list-style-type: none"> <li>Configure up to one (1) Proofs of Concept (POC)</li> <li>Configure one (1) Budget instance, once POC is validated</li> <li>Configure and upload Customer's base budget files into OpenGov budget instances.</li> <li>Configure proposals and worksheets for up to two hundred (200) Capital Projects in the base budget file based on the agreed upon structure</li> <li>Review configured OpenGov Budget and provide training to Customer on how to: <ul style="list-style-type: none"> <li>Create new Proposals and Worksheets</li> <li>Manage Budgets</li> </ul> </li> </ul> | <p>Customer will:</p> <ul style="list-style-type: none"> <li>Provide current budget.</li> <li>Validate Proof of Concept prior to OpenGov building out proposals and worksheets</li> <li>Validate and provide signoff on Budget Proposals.</li> </ul>           |
| <b>Capital Budget Story</b> | <p>Open Gov will:</p> <ul style="list-style-type: none"> <li>Configure one (1) standard capital budget Story template.</li> <li>Review configured OpenGov Story and provide training to Customer on how to: <ul style="list-style-type: none"> <li>Create new Stories</li> <li>Manage Stories</li> <li>Publish Stories</li> </ul> </li> </ul>                                                                                                                                                                                                                                                                                               | <p>Customer will:</p> <ul style="list-style-type: none"> <li>Provide logo and branding guidelines.</li> <li>Validate and provide signoff on Capital Budget Story template.</li> <li>Update standard budget Story with Customer relevant information</li> </ul> |

#### Workforce Planning Configuration

| Description | OpenGov Responsibilities | Customer Responsibilities |
|-------------|--------------------------|---------------------------|
|-------------|--------------------------|---------------------------|

|                           |                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                             |
|---------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Workforce Planning</b> | <p>OpenGov will:</p> <ul style="list-style-type: none"> <li>• Provide cost elements based on Customer's existing personnel forecast to workforce document as per OpenGov's best practices.</li> <li>• Review configured OpenGov Workforce Plan and provide training to Customer on how to: <ul style="list-style-type: none"> <li>o Create Cost Elements</li> <li>o Populate and upload the Position Template</li> </ul> </li> </ul> | <p>Customer will:</p> <ul style="list-style-type: none"> <li>• Provide Position calculations and tables.</li> <li>• Populate the Position Template and upload the completed template into Open Gov.</li> <li>• Validate and provide signoff on the Workforce Plan calculations.</li> <li>• Maintain the Workforce Plan and data once configured.</li> </ul> |
|---------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### Budget and Planning Suite Reporting Configuration

|                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                          |
|--------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Budget and Planning Suite Reporting</b> | <p>OpenGov will:</p> <ul style="list-style-type: none"> <li>• Set up one (1) export and Dataset View to enable OpenGov Budget Reports for the Operating and Capital Budget(s).</li> <li>• Configure up three (3) standard reports using the customer's integrated financial data: <ul style="list-style-type: none"> <li>o Annual</li> <li>o Budget to Actuals</li> <li>o Transactions</li> </ul> </li> <li>• Configure up to four(4) Operating Budget Reports using OpenGov budget data: <ul style="list-style-type: none"> <li>o Milestones</li> <li>o Development</li> <li>o Details</li> <li>o Categories*</li> </ul> </li> <li>• Configure up to four(4) Capital Budget Reports using OpenGov budget data: <ul style="list-style-type: none"> <li>o Development</li> <li>o Details</li> <li>o Categories*</li> <li>o Capital Plan</li> </ul> </li> <li>• Review configured OpenGov Reports and provide training Customer on how to:</li> </ul> | <p>Customer will:</p> <ul style="list-style-type: none"> <li>• Validate and provide sign-off of Reports.</li> <li>• Maintain the Reports once configured.</li> <li>• Map OpenGov Budget export to Customer ERP import format.</li> </ul> |
|--------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|  |                                                                                                                                                                                                                                                                                |  |
|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|  | <ul style="list-style-type: none"> <li>o Export Budget Data for use in OpenGov Reports.</li> <li>o Create new Reports</li> <li>o Manage Reports</li> <li>o Share Reports</li> </ul> <p>*Budget Categories report is only available to customers using a zero-based budget.</p> |  |
|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|

### Online Budget Book Configuration

| Description                    | OpenGov Responsibilities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Customer Responsibilities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|--------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Online Budget Book(OBB)</b> | <p>OpenGov will:</p> <ul style="list-style-type: none"> <li>• Based on best practices, build out the look and feel of six(6) Standard OBB Templates: <ul style="list-style-type: none"> <li>o Home Page</li> <li>o Generic (multi-use}</li> <li>o Operating</li> <li>o Department</li> <li>o Capital</li> <li>o Capital Project</li> </ul> </li> <li>• Create up to two (2) 088 Reports using OpenGov Budget data and Report Views to use in Department and Project OBB Story Shells.</li> <li>• Create Department and Project 088 Story Shells from 088 Templates for up to two hundred (200} Departments and up to two hundred (200) Projects and add OpenGov Report Views to Department and Project Story Shells.</li> <li>• Provide up to ten (10) one-hour working sessions to answer Customer questions on 088 Configuration.</li> </ul> | <p>Customer will:</p> <ul style="list-style-type: none"> <li>• Provide logo and branding colors to Open Gov.</li> <li>• Sign off on OBB Templates prior to OBB Story Shell Configuration.</li> <li>• Validate and sign off on OBB Department and Project Story Shells.</li> <li>• Complete Department and Project Story Shells by adding Customer content including: <ul style="list-style-type: none"> <li>o Narrative</li> <li>o Images</li> <li>o External Data</li> </ul> </li> <li>• Create remaining 088 Stories from 0B8 Templates for each section of the Table of Contents and add Customer content including: <ul style="list-style-type: none"> <li>o Narrative</li> <li>o Images</li> <li>o External Data</li> </ul> </li> <li>• Create any additional Reports and Report Views needed to add to 088.</li> <li>• Attend working sessions to get answers on 088 questions.</li> </ul> |

|  |  |                                                                                          |
|--|--|------------------------------------------------------------------------------------------|
|  |  | <ul style="list-style-type: none"> <li>• Make Stories public and Publish OBB.</li> </ul> |
|--|--|------------------------------------------------------------------------------------------|

### Working Sessions and Trainings

| Description                                                | OpenGov Responsibilities                                                                                                                                                                                                                                                                                                                                                                                             | Customer Responsibilities                                                                                                                                                                                                                                                                                                                                                  |
|------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Budgeting &amp; Planning Working Sessions</b>           | <p>OpenGov will:</p> <ul style="list-style-type: none"> <li>• Per the agreed upon Project Plan, schedule working sessions with Customer's System Administrators to: <ul style="list-style-type: none"> <li>◦ Review configurations;</li> <li>◦ Provide training on system functionality;</li> <li>◦ Gain feedback; and</li> <li>◦ Answer questions regarding configured system functionality.</li> </ul> </li> </ul> | <p>Customer will:</p> <ul style="list-style-type: none"> <li>• Per the agreed upon Project Plan, attend working sessions to: <ul style="list-style-type: none"> <li>◦ Understand configurations;</li> <li>◦ Gain training on system functionality;</li> <li>◦ Give feedback; and</li> <li>◻ Ask questions regarding configured system functionality</li> </ul> </li> </ul> |
| <b>Reporting &amp; Transparency Administrator Training</b> | <p>OpenGov will:</p> <ul style="list-style-type: none"> <li>• Provide training to Customer System Administrators on how to: <ul style="list-style-type: none"> <li>◦ Maintain the Chart of Accounts</li> <li>◦ Upload and manage data for reporting</li> <li>◦ Create and share Reports, Dashboards, Stories, and Topics.</li> </ul> </li> </ul>                                                                     | <p>Customer will:</p> <ul style="list-style-type: none"> <li>• Identify relevant participants and attend scheduled trainings.</li> </ul>                                                                                                                                                                                                                                   |

|                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                          |
|-------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Budgeting &amp; Workforce Administrator Training</b>           | <p>OpenGov will:</p> <ul style="list-style-type: none"> <li>● Provide training to Customer System Administrators on how to: <ul style="list-style-type: none"> <li>○ Create and manage Budgets</li> <li>○ Prepare to set up Next Year's Budget</li> <li>○ Create and manage Workforce Plans including Cost Elements and Position Upload Templates</li> <li>○ Export Budget Data for use in OpenGov Reports.</li> </ul> </li> </ul>                   | <p>Customer will:</p> <ul style="list-style-type: none"> <li>● Identify relevant participants and attend scheduled trainings.</li> </ul> |
| <b>Online Budget Book/ Budget-in-Brief Administrator Training</b> | <p>OpenGov will:</p> <ul style="list-style-type: none"> <li>● Provide one (1) 60- Minute System Training designed for OBB Administrators on how to: <ul style="list-style-type: none"> <li>○ Use and copy OBB Templates</li> <li>○ Add Reports Views to Stories</li> <li>○ Add Customer content including: narrative, images, and external data to Stories</li> <li>○ Publish Stories</li> <li>○ Update and maintain Stories.</li> </ul> </li> </ul> | <p>Customer will:</p> <ul style="list-style-type: none"> <li>● Identify relevant participants and attend scheduled trainings.</li> </ul> |
| <b>Virtual Budget End-User Training</b>                           | <p>OpenGov will:</p> <ul style="list-style-type: none"> <li>● Provide two (2), 60-Minute training session(s) to Customer's Internal Users on how to: <ul style="list-style-type: none"> <li>○ Navigate Opengov Budgets and Reports</li> </ul> </li> </ul>                                                                                                                                                                                            | <p>Customer will:</p> <ul style="list-style-type: none"> <li>● Identify relevant participants and attend scheduled trainings.</li> </ul> |

# Appendix C: Technical Requirements

## C-1: OpenGov Budgeting & Planning Suite

| Budgeting & Planning Suite                                |                                                                                                                                                                                                               |
|-----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Description                                               | Technical Requirements                                                                                                                                                                                        |
| Chart of Accounts                                         | <ul style="list-style-type: none"> <li>• Flat file</li> <li>• .csv, .xis, .xlsx with headers</li> <li>• Active Accounts and Accounts with activity in the years of data being loaded into OpenGov.</li> </ul> |
| Financial Data Files (Transactional Export)               | <ul style="list-style-type: none"> <li>• Flat file</li> <li>• .csv, .xis, .xlsx with headers</li> <li>• 3-5 Years of Data</li> </ul>                                                                          |
| Financial Data Files (Summary Revenue and Expense Export) | <ul style="list-style-type: none"> <li>• PDF export</li> </ul>                                                                                                                                                |
| Current Budget                                            | <ul style="list-style-type: none"> <li>• Flat file</li> <li>• .csv, .xis, .xlsx with headers</li> <li>• Operating Budget</li> <li>• Capital Budget</li> </ul>                                                 |
| Personnel Calculations and Tables                         | <ul style="list-style-type: none"> <li>• PDF, Word, csv, .xis, .xlsx with headers</li> </ul>                                                                                                                  |
| Workflow Management                                       | <ul style="list-style-type: none"> <li>• PDF, Word, .csv, .xis, .xlsx with headers</li> </ul>                                                                                                                 |
| Non-Financial Data Files                                  | <ul style="list-style-type: none"> <li>• Flat file</li> <li>• .csv, .xis, .xlsx with headers</li> </ul>                                                                                                       |
| Logo Image                                                | <ul style="list-style-type: none"> <li>• .jpg or .png format</li> <li>• Transparent</li> </ul>                                                                                                                |
| Branding guidelines                                       | <ul style="list-style-type: none"> <li>• Hex codes</li> </ul>                                                                                                                                                 |

# Budget Software Acquisition and Implementation

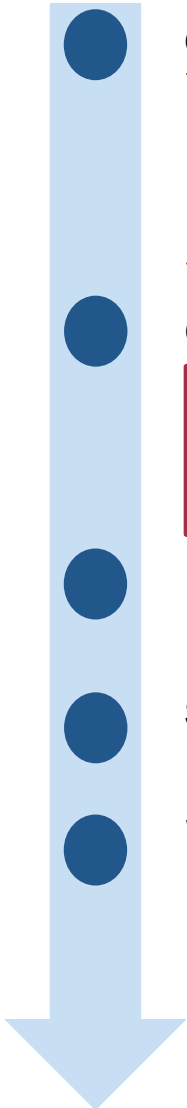
October 3, 2023

Presented by:  
Javier Chagoyen-Lázaro, City of Oxnard  
Chief Financial Officer



That the City Council:

1. Approve and authorize the City Manager to execute a five year agreement with OpenGov, Inc. for OpenGov Budgeting & Planning software as well as OpenGov Reporting & Transparency software for a not to exceed amount of \$771,493; and
2. Approve a budget appropriation of \$60,110 in the Fiscal Year 2023-24 Information Technology Fund, from available fund balance.

A vertical light blue arrow pointing downwards, with five dark blue circles at regular intervals, indicating a timeline.

October 2019: ERP Contract Award to Tyler Technologies

Implementation of Core Financials

- **Core Financials**
- Human Capital Management
- Time and Attendance
- Community Development
- Asset Maintenance
- Utility Billing

October 2022: ERP Core Financials go-live:

- |                                                                                                                                            |                                                                                                                                              |                                                                                                                                                        |
|--------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li>• <b>Purchasing</b></li><li>• <b>Accounts Payable</b></li><li>• <b>Accounts Receivable</b></li></ul> | <ul style="list-style-type: none"><li>• <b>Project Management</b></li><li>• <b>Financial Reporting</b></li><li>• <b>Cashiering</b></li></ul> | <ul style="list-style-type: none"><li>• <b>Automatic Controls</b></li><li>• <b>Workflow Approval</b></li><li>• <b>Fixed Asset Accounting</b></li></ul> |
|--------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|

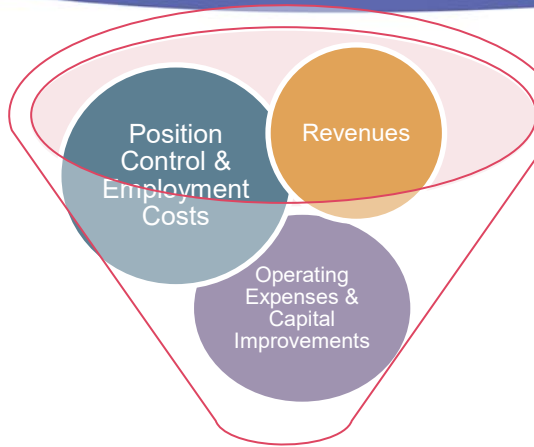
March 2023: City Council ERP annual report: Tyler Budget functionality does not meet City needs

Sep/Oct 2023: Proposed Contract Award to OpenGov for Budget and Planning Software Implementation

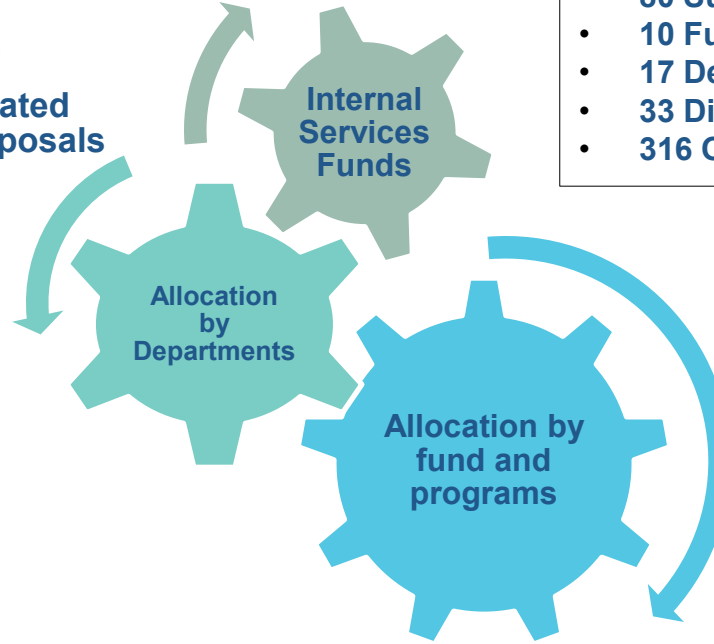
Winter 2023: Budget and Planning Software estimated go live to support FY 2024/25 Budget preparation

# Why the City needs a budget software?

4



Consolidated budget proposals



| Authorized Positions      |  | 2021   | 2022    | 2022    | 2022   | 2023    | 2023    | 2024    |
|---------------------------|--|--------|---------|---------|--------|---------|---------|---------|
| Department/Division/Units |  | Actual | Adopted | Revised | Actual | Adopted | Revised | Adopted |
| City Attorney             |  | 8.00   | 11.00   | 11.00   | 11.00  | 11.00   | 11.00   | 11.00   |
| City Clerk                |  | 3.00   | 3.00    | 3.00    | 3.00   | 3.00    | 3.00    | 4.00    |
| City Council              |  | 8.30   | 8.30    | 8.30    | 8.30   | 8.30    | 8.30    | 8.30    |
| City Manager              |  | 9.70   | 11.70   | 13.70   | 13.70  | 14.70   | 14.70   | 14.70   |
| Community Development     |  | 62.00  | 63.00   | 63.00   | 63.00  | 66.00   | 66.00   | 66.00   |

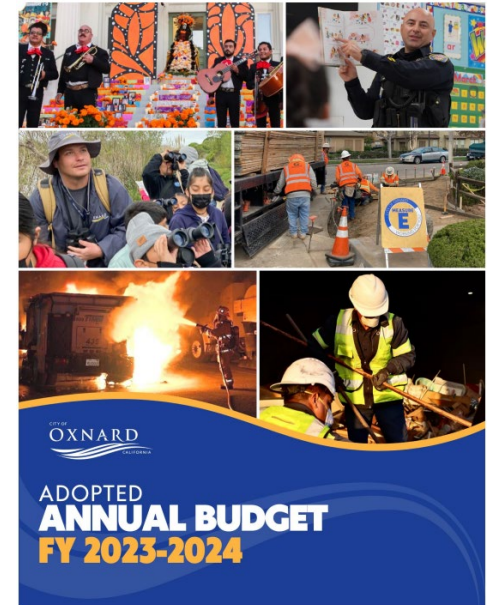
  

| Code       | Dpt | Div     | F Group | F name       | Sub fund | SF name              | Ce   | C Name               | 22 Act    | 23 Adp    | 23 Rev    | 24 Adp    |
|------------|-----|---------|---------|--------------|----------|----------------------|------|----------------------|-----------|-----------|-----------|-----------|
| Building   | 101 | General | 101     | General fund | 4101     | Com Dev Planning     | 4101 | Com Dev Planning     | 2,517,288 | 3,752,805 | 4,412,795 | 6,034,366 |
| Develop    | 101 | General | 101     | General fund | 4102     | Com Dev Building & E | 4102 | Com Dev Building & E | 5,232,076 | 6,351,795 | 6,701,795 | 6,429,285 |
| Planning   | 101 | General | 101     | General fund | 4103     | Com Dev Code Compl   | 4103 | Com Dev Code Compl   | 1,149,138 | 1,687,943 | 1,687,943 | 1,569,778 |
| Economic   | 101 | General | 101     | General fund | 4104     | Com Dev Support      | 4104 | Com Dev Support      | 2,000,768 | 2,071,978 | 2,071,978 | 2,046,433 |
| Cultural   | 101 | General | 101     | General fund | 4502     | Economic Developme   | 4502 | Economic Developme   | -         | -         | -         | -         |
| Recreation | 101 | General | 101     | General fund | 4103     | Com Dev Code Compl   | 4103 | Com Dev Code Compl   | 274,246   | -         | -         | -         |

| Library | Dpt | Unit                   | Fund | F name                 | Dept | Dpt name                    | 23 Adp    | 23 Rev    | 24 Adp    |
|---------|-----|------------------------|------|------------------------|------|-----------------------------|-----------|-----------|-----------|
| Comm    | 101 | General                | 101  | General fund           | 1001 | Non-Dep Capital improvement | 150,000   | 332,326   | 150,000   |
| Comm    | 201 | CDBG Fund              | 201  | CDBG Fund              | 1001 | Non-Dep Capital improvement | -         | 394,649   | 764,387   |
| Comm    | 101 | General                | 101  | General fund           | 1001 | Non-Dep Capital improvement | -         | 2,554,314 | 3,000,000 |
| Police  | 104 | Measure O              | 104  | Measure O              | 1001 | Non-Dep Capital improvement | -         | 1,284,104 | 800,000   |
| PW      | 101 | General                | 101  | General fund           | 1001 | Non-Dep Capital improvement | 7,420,512 | 9,643,679 | 1,500,000 |
| PW      | 350 | Development Impact Fee | 350  | Development Impact Fee | 1001 | Non-Dep Capital improvement | -         | 1,010,000 | 560,000   |
| PW      | 101 | General                | 101  | General fund           | 1001 | Non-Dep Capital improvement | 1,000,000 | 2,435,933 | 2,300,000 |
| PW      | 104 | Measure O              | 104  | Measure O              | 1001 | Non-Dep Capital improvement | -         | -         | 425,000   |
| PW      | 350 | Development Impact Fee | 350  | Development Impact Fee | 1001 | Non-Dep Capital improvement | -         | 3,733,272 | 1,115,952 |
| PW      | 120 | Maint Assmt Dist       | 120  | Maint Assmt Dist       | 1001 | Non-Dep Capital improvement | 100,000   | -         | 75,000    |
| PW      | 101 | General                | 101  | General fund           | 1001 | Non-Dep Capital improvement | -         | 504,503   | 100,000   |
| PW      | 104 | Measure O              | 104  | Measure O              | 1001 | Non-Dep Capital improvement | -         | -         | 80,000    |
| PW      | 350 | Development Impact Fee | 350  | Development Impact Fee | 1001 | Non-Dep Capital improvement | -         | -         | 1,150,000 |

- 74 Funds
- 80 Sub-funds
- 10 Functions
- 17 Departments
- 33 Divisions
- 316 Object Codes



Budgeting Best Practices

| Criteria                                                                            | Description                                                                                                                                                                                                                                                                                          |
|-------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Efficient Operating and Personnel Budgeting, including Approval and Version Control | <ul style="list-style-type: none"> <li>Position related costs, consistent format for online submission, workflows to approve operating and capital project budget requests</li> </ul>                                                                                                                |
| Budget Book / Online Budget Preparation and Presentation (GFOA eligible)            | <ul style="list-style-type: none"> <li>Expand access to budget information online, nationally recognized budget best practices, transparency and trust from the Community</li> </ul>                                                                                                                 |
| Multi Year Forecasting Capability                                                   | <ul style="list-style-type: none"> <li>Ability to improve the long term financial analysis, supporting strategic plan, and evaluate and inform the impact of decisions made today, recognized future needs and prepare the City to address those needs, with visibility to the Community.</li> </ul> |
| Integration with ERP Financials                                                     | <ul style="list-style-type: none"> <li>Ability to automate presentation of real time data to compare with existing budget</li> </ul>                                                                                                                                                                 |
| Regular Efficient Budget Monitoring and Reporting                                   | <ul style="list-style-type: none"> <li>Ability to provide City Council and operating departments with periodic budget reports, identifying budget surpluses and budget shortfalls to reallocate resources during the fiscal year to better serve the Community.</li> </ul>                           |
| Implementation                                                                      | <ul style="list-style-type: none"> <li>Faster implementation</li> </ul>                                                                                                                                                                                                                              |

|                                                                                     | Tyler Munis | ClearGov | OpenGov |
|-------------------------------------------------------------------------------------|-------------|----------|---------|
| Efficient Operating and Personnel Budgeting, including Approval and Version Control |             | ✓        | ✓       |
| Budget Book / Online Budget Preparation and Presentation (GFOA eligible)            |             | ✓        | ✓       |
| Multi Year Forecasting Capability                                                   |             | ✓        | ✓       |
| Integration with ERP Financials                                                     | ✓           |          | ✓       |
| Regular Efficient Budget Monitoring and Reporting                                   |             |          | ✓       |
| Speedy Implementation                                                               |             |          | ✓       |

| Cost Proposals                                                        | ClearGov        | OpenGov          |
|-----------------------------------------------------------------------|-----------------|------------------|
| <b>One Time Implementation<br/>(Incl.Training/Travel/Contingency)</b> | \$17,550        | \$62,775         |
| <b>Year 1 License (FY24)</b>                                          | 83,005          | 87,260           |
| <b>Year 2 License (FY25)</b>                                          | 85,495          | 146,347          |
| <b>Year 3 License (FY26)</b>                                          | 88,060          | 152,201          |
| <b>Year 4 License (FY27)</b>                                          | 93,344          | 158,289          |
| <b>Year 5 License (FY28)</b>                                          | <u>98,944</u>   | <u>164,620</u>   |
| <b>Total Agreement</b>                                                | \$ 466,398      | \$ 771,493       |
| <b>Annual Average</b>                                                 | <b>\$93,280</b> | <b>\$154,298</b> |

- **Multiyear Forecasting Capabilities**
  - References contacted using forecasting
- **Integration with ERP financials:**
  - OpenGov was the most integrated budget solution
  - Real data that can be compare against the budget
- **Regular Efficient Budget Monitoring and Reporting**
  - Allow departments to monitor budget performance in real time
  - Faster recognition of budget surplus or budget shortages to reallocate resources to better serve the Community
  - Provide periodic repots to City Council
  - Support decision making during budget preparation and budget execution
- **Faster Implementation**
  - Leverage staff efforts used to implement the transparency website
- **Drive Transparency and trust to Increase Community Engagement**



That the City Council:

1. Approve and authorize the City Manager to execute a five year agreement with OpenGov, Inc. for OpenGov Budgeting & Planning software as well as OpenGov Reporting & Transparency software for a not to exceed amount of \$771,493; and
2. Approve a budget appropriation of \$60,110 in the Fiscal Year 2023-24 Information Technology Fund, from available fund balance.



# Questions / Discussion



## CITY COUNCIL AGENDA REPORT

### REPORTS AGENDA ITEM NO. N.2

**DATE:** October 3, 2023

**TO:** City Council

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

**SUBJECT:** Public Project Agreement 32400153 with Toro Enterprises, Inc. for Arterial Street Resurfacing - Hueneme Road Improvement Project, Specification No. PW 23-111. (10 minutes)

### RECOMMENDATION

That the City Council approve and authorize:

1. A total of \$2,745,575.80 in Project funds for the Arterial Street Resurfacing Hueneme Road Street Improvement Project, Specification No. PW 23-111;
2. The Mayor to Execute an Agreement with Toro Enterprises, Inc., in the amount of \$2,287,979.80 for the Project;
3. A Project contingency amount of \$228,798 (10%) with Toro Enterprises, Inc. for a total not to exceed value of \$228,798 for the Project;
4. A Project allocation amount of \$228,798 (10%) for engineering, inspection, survey and project management (EISPM) for the Project; and
5. A project budget appropriation transfer in the amount of \$975,066 from Ormond Beach Neighborhood Street Resurfacing Project C2109 to Arterial Street Resurfacing Project C2205 within the TAB HERO Fund (315).

(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.)

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

<https://youtu.be/jy7RhGWSDI>

### BACKGROUND

The Arterial Street Resurfacing Project is part of an ongoing Capital Improvement Program (CIP) project to address multiple locations throughout the City over multiple years. This current bid package is for Hueneme road from Edison Drive to J Street. The median has reached its life-cycle and requires corrective work. The majority of this section of road will be treated with microsurfacing to extend the pavement life and, where it is necessary, the road will be resurfaced.

Originally, the resurfacing of Hueneme road was part of the Ormond Beach Neighborhood Street Resurfacing project. That project was brought to Council on January 3, 2023 where Public Works recommended that Council authorize the reallocation 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. Public Works reported in that staff report that the Hueneme Road work had not been completed due to needing to replace storm drains and cast iron pipes first and there was not enough funding to complete the street and median work. The balance of the project was constructed by Granite Construction Company under the On-Call Local and Collector Street Improvement project, PW 21-87. The Notice to Proceed was issued on June 27, 2022 and the work completed September 26, 2022.

The storm drain and cast iron pipe replacement work was part of PW21-98 Water Cast Iron Pipe Replacement project at Various Locations and Storm Drainage Improvement Project at Hueneme Road. This work was Awarded by Council to

Toro Enterprises Inc. on December 21, 2021. Notice to proceed was issued on April 4, 2022 and Notice of Completion was recorded on September 26, 2022. The City had two (2) projects with two (2) different contractors in the same place and would cause unnecessary conflicts and disruption so it was decided to postpone the resurfacing of Hueneme road to this fiscal year.

Now that the utility work under Hueneme Road is complete, Public Works looks to complete resurfacing of Hueneme road as planned, utilizing the remaining Tab HERO fund balance in project C2109 - Ormond Beach Neighborhood Street Resurfacing Project and with General Funds in project C2205 - Arterial Street Resurfacing Project.

When the City Council originally approved the FY 2022-2027 Capital Improvement Program budget at the May 3, 2022 City Council meeting, the locations planned for FY 2022-23 and FY 2023-24 were to be partially funded by Bonds (up to \$13M). However, due to active litigation, an alternate funding source (one-time Measure O funding) was approved by the City Council. However, the alternate funding source was not equal to the originally proposed bond funding.

### **Capital Improvement Program (CIP) Reference:**

Project No. **C2205** – Arterial Street Resurfacing Project, Specification No. PW 23-111 - CIP 2022-2027 - Adopted May 3, 2022 – Page 47.

Project No. **C2109** – Ormond Beach Neighborhood Street Resurfacing Project - CIP 2022-2027 - Adopted May 3, 2022 – Page 63.

### **DISCUSSION**

The Project scope consists of furnishing all necessary labor, materials, equipment and other incidental and appurtenant Work to resurface existing asphalt concrete pavement along Hueneme Rd from J St. to Edison Dr. The Work includes the milling of existing asphalt concrete pavement; placement and compaction of asphalt rubberized hot mix (ARHM) and micro-surfacing with crack fill; excavation and reconstruction of asphalt pavement failed areas; reconstruction of existing medians; concrete repairs; adjust utility covers to finished grade; removal and replacement of street name signs; and traffic striping. The project includes placing micro-surface material to patch and/or resurface peeled-off portions of existing pavement surfaces on Arterial Streets at various locations.

The work is tentatively scheduled to begin in October 2023 and absent any weather or unforeseen delays it will continue into December 2023 (60 working days). Staff will work closely with the neighborhoods and residents directly impacted by the work to keep them informed of the project schedule. General project information will be disseminated to help keep the public informed as well.

The notice inviting formal bids (NIFB) on the Project was published on July 6, 2023, and all bids were due on August 7, 2023. The City received the following bid:

Toro Enterprises, Inc.: \$2,287,979.80

The only bidder is Toro Enterprises, Inc. (Toro) and its bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from Toro and its subcontractors. 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 Toro.

Because we received only one bid, staff reviewed recent bids from the County of Ventura and found that the unit prices in Toro's bid are similar or lower indicating that the bids received are consistent with what the market is offering. There has also been an increase of 22% between June of 2021 and June of 2023 to the California Construction Cost Index that is consistent with current inflation trends. Staff expects that rebidding would result in higher costs and impact execution of planned resurfacing for this fiscal year. Thus, staff recommends that the City Council award the contract for this Project to Toro Enterprises, Inc.

In addition to the project award amount of \$2,287,979.80, Staff recommends authorizing \$457,596 for the project, which includes \$228,798 for project contingency (10% of the contract costs) and \$228,798 for the cost for engineering services and City staff (10% of the contract cost). Engineering services include the following activities during construction: engineering, inspection, survey and project management. These recommendations bring the total estimated cost of the project to \$2,745,575.80.

## 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 Project is \$2,745,575.80 which includes the construction agreement, contingency and project allocation. The Arterial Street Resurfacing Project (C2205) has a current available project budget balance of approximately \$10,079,000 with \$4,681,000 from the General Fund (101) and \$5,398,000 from the Road Maintenance and Rehabilitation Program (RMRA Fund 185). Of this total allocation, \$1,770,600 of the General Fund is being allocated for this Hueneme Road project. A project budget appropriation transfer from Ormond Beach Neighborhood Project C2109 in the amount of \$975,066 is recommended to fund this agreement.

| ARTERIAL STREET RESURFACING PROJECT (C2205)                                                                                                         |              |                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------------------------|
| <b>Contract:</b> \$2,287,979.80<br><b>Contingency:</b> \$228,798.00<br><b>Construction Management:</b> \$228,798.00<br><b>Total:</b> \$2,745,575.80 |              |                          |
| Fund Number                                                                                                                                         | Fund Name    | Available Project Budget |
| 101                                                                                                                                                 | General Fund | \$4,681,000              |
| 185                                                                                                                                                 | RMRA Fund    | \$5,398,000              |
| Allocation for Arterial Street Resurfacing East and West Gonzales Road and Oxnard Boulevard Street Improvement Project                              |              | -\$8,308,400             |
| <b>TOTAL AVAILABLE PROJECT BUDGET</b>                                                                                                               |              | <b>\$1,770,600</b>       |
| ORMOND BEACH NEIGHBORHOOD RESURFACING PROJECT (C2109)                                                                                               |              |                          |
| Fund Number                                                                                                                                         | Fund Name    | Available Project Budget |
| 315                                                                                                                                                 | TAB HERO     | \$975,066                |
| <b>TOTAL AVAILABLE PROJECT BUDGET</b>                                                                                                               |              | <b>\$975,066</b>         |
| <b>TOTAL AVAILABLE PROJECT BUDGET (C2205 &amp; C2109)</b>                                                                                           |              | <b>\$2,745,666</b>       |

For Fiscal Year 2023-24 Public Works plans to put forward five resurfacing project locations (arterial and residential streets) with a total budget of about \$20.8 million. The ability to execute all five project locations will largely depend on the bid market. The bid advertisement of this second of five project locations generated a response from one bidder. This project solicitation also resulted in only one bidder. The lack of competition and continued increase due to inflation is driving up the cost of infrastructure projects. If this trend continues, there may not be sufficient funds to complete all five project locations with the budgeted funds.

| <b>ADOPTED FY 2023-24 RESURFACING PROJECTS</b>                          |                  |                       |
|-------------------------------------------------------------------------|------------------|-----------------------|
| <b>C2209 Neighborhood Street Resurfacing (CIP Page 62)</b>              |                  |                       |
| <b>Fund Number</b>                                                      | <b>Fund Name</b> | <b>Project Budget</b> |
| 104                                                                     | Measure O        | \$10,500,000          |
| <b>C2205 Arterial Street Resurfacing (CIP Page 47)</b>                  |                  |                       |
| <b>Fund Number</b>                                                      | <b>Fund Name</b> | <b>Project Budget</b> |
| 185                                                                     | RMRA             | \$4,000,000           |
| 101                                                                     | General Fund     | \$4,000,000           |
| <b>SUBTOTAL PROJECT BUDGET</b>                                          |                  | <b>\$8,000,000</b>    |
| <b>C2111 Citywide Alley Resurfacing (CIP Page 49)</b>                   |                  |                       |
| <b>Fund Number</b>                                                      | <b>Fund Name</b> | <b>Project Budget</b> |
| 104                                                                     | Measure O        | \$2,250,000           |
| <b>C2109 Ormond Beach Neighborhood Street Resurfacing (CIP Page 63)</b> |                  |                       |
| <b>Fund Number</b>                                                      | <b>Fund Name</b> | <b>Project Budget</b> |
| 315                                                                     | TAB HERO         | \$975,066             |

*For Finance Use Only: Decrease Project C2109 / Increase Project C2205: TAB HERO Fund (Org. 3151001 Obj 59800), Capital Outlay Fund (Org. 3013101 Obj. 49300 & 56020 / (Org. 3013401 Obj. 49300 & 53270)*

#### **COMMITTEE OUTCOME**

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

*Prepared by: Christopher Solis, Assistant City Engineer*

#### **ATTACHMENTS**

1. Agreement 32400153 Toro PW 23-111
2. Ormond Beach Project Area Map
3. Presentation

## CONTRACT

### CITY OF OXNARD CONTRACT FOR ARTERIAL STREET RESURFACING HUENEME ROAD STREET IMPROVEMENT PROJECT SPECIFICATION NO. PW 23-111

THIS CONTRACT ("Contract") is made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and TORO ENTERPRISES, INC. ("Contractor"). Contractor's license number is 710580.

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

1. Incorporation. The Contract consists of all Contract Documents, which shall include the Notice Inviting Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, Standard Plans, Greenbook, Reference Specifications, Bid (including documentation accompanying the Bid and post-Bid documentation submitted before the notice of award), insurance documentation, Bonds, the City business license, permits from regulatory agencies, Addenda, Change Orders and Supplemental Agreements. These documents are incorporated herein by reference.

2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Arterial Street Resurfacing Hueneme Road Street Improvement Project Specification No. PW 23-111 ("Project"), as described in this Contract and in the incorporated Contract Documents.

3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of two million two hundred eighty seven thousand nine hundred seventy nine dollars and eighty cents (\$2,287,979.80) in accordance with the prices as submitted in the Bid, attached hereto as Exhibit "A" and incorporated herein by this reference.

4. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

5. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply. Copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.

6. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance



in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.”

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

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

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

10. Amendment. No Contract modification, amendment or supplement to this Contract other than Change Orders will be binding unless written and signed by the parties’ duly authorized representatives.

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

*[signatures on following page]*

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

**CITY OF OXNARD**

**TORO ENTERPRISES, INC.**

\_\_\_\_\_  
☒ John C. Zaragoza, Mayor<sup>1</sup> \_\_\_\_\_ Date  
☐ Purchasing Manager

\_\_\_\_\_  
Sean Castillo, President<sup>2</sup> \_\_\_\_\_ Date

\_\_\_\_\_  
Jerry Hannigan, Secretary \_\_\_\_\_ Date

ATTEST:

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

APPROVED AS TO FORM:

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

<sup>1</sup> The City Council must authorize and the Mayor must sign any formally bid public project agreement over \$200,000. The Mayor may authorize and sign any informally bid public project agreement over \$100,000 but up to \$200,000. The Purchasing Manager may authorize and sign any informally bid public project agreement up to \$100,000.

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

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

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

**Exhibit INS-G with Pollution  
INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS  
(WITHOUT BUILDER'S RISK REQUIREMENT)**

1. Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$2,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

b. Business Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

e. Contractors Pollution Liability and Errors & Omissions applicable to the work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.

2. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-G. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact [insurance@oxnard.org](mailto:insurance@oxnard.org)

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

4. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-G or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

## INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

### *Certificates of Insurance*

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

### *Endorsement Forms*

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

# ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

## PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODESUB-CODE

## COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY

LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

## COVERAGES

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

| CO LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                         | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS                                                                                                                                                                                                       |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|----------------------------------|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A      | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR.<br><input checked="" type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.                                       |               |                                  |                                   | GENERAL AGGREGATE \$2,000,000<br>PRODUCTS COMP/OP AGG. \$2,000,000<br>PERSONAL & ADV. INJURY \$2,000,000<br>EACH OCCURRENCE \$2,000,000<br>FIRE DAMAGE (Any one fire) \$<br>MED. EXPENSE (Any one person) \$ |
| A      | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS<br>GARAGE LIABILITY                                                                                                                   |               |                                  |                                   | COMBINED SINGLE LIMIT \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE \$                                                                                  |
| A      | <b>EXCESS LIABILITY</b><br>UMBRELLA FORM<br>OTHER THAN UMBRELLA FORM                                                                                                                                                                                                                      |               |                                  |                                   | EACH OCCURRENCE \$<br>AGGREGATE \$                                                                                                                                                                           |
| A      | <b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b>                                                                                                                                                                                                                                     |               |                                  |                                   | STATUTORY LIMITS<br>EACH ACCIDENT \$1,000,000<br>DISEASE-POLICY LIMIT \$1,000,000<br>DISEASE-EACH EMPLOYEE \$1,000,000                                                                                       |
| A      | <b>OTHER</b><br>Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract<br><br>Contractors Pollution Liability and Contractors Pollution Errors & Omissions |               |                                  |                                   | Minimum coverage \$1,000,000<br>Each consultant/ & listed sub-consultant \$500,000<br><br>PER CLAIM / OCCURRENCE \$2,000,000<br>GENERAL AGGREGATE \$2,000,000                                                |

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

### CERTIFICATE HOLDER

**CITY OF OXNARD % Evident ID, Inc.**  
**8520 Allison Pointe Blvd. Ste 223**  
**PMB 5210**  
**Indianapolis, Indiana 46250-4299 US**

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

# GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the City)

**SUBMIT IN DUPLICATE**

ENDORSEMENT NO. \_\_\_\_\_ ISSUE DATE (MM/DD/YY) \_\_\_\_\_

PRODUCER \_\_\_\_\_

**POLICY INFORMATION:**

Insurance Company: \_\_\_\_\_

Policy No.: \_\_\_\_\_

Policy Period: (from) \_\_\_\_\_ (to) \_\_\_\_\_

LOSS ADJUSTMENT EXPENSE \_\_\_\_\_

☐ Included in Limits☐ In Addition to Limits

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

NAMED INSURED \_\_\_\_\_

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

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

**TYPE OF INSURANCE****GENERAL LIABILITY**☐ COMMERCIAL GENERAL LIABILITY☐ COMPREHENSIVE GENERAL LIABILITY☐ OWNERS & CONTRACTORS PROTECTIVE☐ Claims Made

Retroactive Date \_\_\_\_\_

☐ Occurrence**OTHER PROVISIONS****COVERAGES**

## LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

☐ GENERAL☐ PRODUCTS/COMPLETED OPERATIONS☐ PERSONAL & ADVERTISING INJURY☐ FIRE DAMAGE☐ \_\_\_\_\_☐ \_\_\_\_\_**CLAIMS:** Underwriter=s representative for claims pursuant to this insurance.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: ( \_\_\_\_\_ )

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

- 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.
- CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured=s scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
- SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company=s limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
- CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
- PROVISIONS REGARDING THE INSURED=S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
- SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
  - Insurance Services Office Commercial General Liability Coverage, A occurrence@ form CG0001; or
  - If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

**ENDORSEMENT HOLDER**

CITY OF OXNARD % Evident ID, Inc.

8520 Allison Pointe Blvd. Ste 223

PMB 5210

Indianapolis, Indiana 46250-4299 US

**AUTHORIZED REPRESENTATIVE**☐ Broker/Agent☐ Underwriter☐ \_\_\_\_\_

I \_\_\_\_\_ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature \_\_\_\_\_

(original signature required)

Telephone: ( \_\_\_\_\_ )

Date Signed \_\_\_\_\_

**AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT  
FOR THE CITY OF OXNARD (the City)****SUBMIT IN DUPLICATE**

ENDORSEMENT NO. \_\_\_\_\_ ISSUE DATE (MM/DD/YY) \_\_\_\_\_

PRODUCER

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

NAMED INSURED

**POLICY INFORMATION:**

Insurance Company: \_\_\_\_\_

Policy No.: \_\_\_\_\_

Policy Period: (from) \_\_\_\_\_ (to) \_\_\_\_\_

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

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

**TYPE OF INSURANCE**☐ COMMERCIAL AUTO POLICY☐ BUSINESS AUTO POLICY☐ OTHER**OTHER PROVISIONS****LIMIT OF LIABILITY**

\$ \_\_\_\_\_ per accident, for bodily injury and property damage.

**CLAIMS:** Underwriter=s representative for claims pursuant to this insurance.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insureds 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 (Aany 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 % Evident ID, Inc.  
8520 Allison Pointe Blvd. Ste 223  
PMB 5210  
Indianapolis, Indiana 46250-4299 US**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 \_\_\_\_\_





Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: \_\_\_\_\_

“Principal”

“Surety”

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

(Seal)

(Seal)

*Notes: This Bond must be executed in duplicate and dated, all Surety signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.*



Specifications. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: \_\_\_\_\_

“Principal”

“Surety”

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

(Seal)

(Seal)

*Notes: This Bond must be executed in duplicate and dated, all Surety signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.*

# EXHIBIT A

REVISED BID SHEETS 07/06/23

## CITY OF OXNARD

### BID SHEETS FOR ARTERIAL STREET RESURFACING HUENEME ROAD STREET IMPROVEMENT PROJECT SPECIFICATION NO. PW 23-111

Bidder's Name: TORO ENTERPRISES, INC.

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the City Engineer at the following prices:

| ITEM NO. | DESCRIPTION                                                            | PAYMENT REF. | UNIT OF MEASURE | EVALUATION QUANTITY | UNIT PRICE                           | EXTENDED AMOUNT                      |
|----------|------------------------------------------------------------------------|--------------|-----------------|---------------------|--------------------------------------|--------------------------------------|
| 1        | Mobilization/Demobilization (not to exceed 5% of the Total Bid Amount) | 1001-3       | LS              | LUMP SUM            | 110,000.-                            | 110,000.-                            |
| 2        | Traffic Control And Public Convenience And Safety                      | 1505-4       | LS              | LUMP SUM            | 585,000.-                            | 585,000.-                            |
| 3        | Storm Water Pollution Prevention Plan                                  | 1800-3       | LS              | LUMP SUM            | <del>25,000.-</del><br>15,000.- (30) | <del>25,000.-</del><br>15,000.- (50) |
| 4        | Cold Mill AC Pavement (2" Max.)                                        | 1110-3       | SQYD            | 5,550               | 5.80                                 | 32,190.-                             |
| 5        | Unclassified Excavation                                                | 1120-4       | CY              | 240                 | 195.-                                | 46,800.-                             |
| 6        | Asphalt Concrete, Type III (DGAC-C2 PG 64-10)                          | 1150-10      | TON             | 200                 | 400.-                                | 80,000.-                             |
| 7        | Asphalt Rubber Hot Mix (ARHM-GG-C PG 64-16)                            | 1152-10      | TON             | 630                 | 175.-                                | 110,250.-                            |
| 8        | Crack Seal                                                             | 1155-4       | LB              | 5,300               | 9.25                                 | 49,025.-                             |
| 9        | Micro-Surfacing (Type II) Black Rock                                   | 1163-7       | TON             | 360                 | 452.-                                | 162,720.-                            |
| 10       | Remove And Replace PCC Sidewalk, 4" Thick                              | 1174-6       | SQFT            | 1,200               | 21.00                                | 25,200.-                             |
| 11       | Remove And Replace PCC Cross Gutter And Spandrel                       | 1174-6       | SQFT            | 540                 | 49.-                                 | 26,460.-                             |
| 12       | Remove And Replace PCC Curb & Gutter (Type A2-6)                       | 1174-6       | LF              | 70                  | 146.-                                | 10,220.-                             |
| 13       | Remove And Replace PCC Curb & Gutter (Type A2-8)                       | 1174-6       | LF              | 100                 | 149.-                                | 14,900.-                             |

RB 3

# EXHIBIT A

REVISED BID SHEETS 07/06/23

|    |                                                                                  |        |      |        |         |           |
|----|----------------------------------------------------------------------------------|--------|------|--------|---------|-----------|
| 14 | Remove And Replace PCC Curb (Type A1-8)                                          | 1174-6 | LF   | 4,255  | 89.-    | 378,695.- |
| 15 | Install 24" Root Barrier Panel                                                   | 1174-6 | LF   | 1,730  | 81.-    | 140,130.- |
| 16 | Remove And Replace PCC Curb Ramp With Detectable Warning Surface Tiles, 4" Thick | 1174-6 | SQFT | 980    | 30.-    | 29,400.-  |
| 17 | Adjust Water Valve Frame And Cover To Finished Grade                             | 1185-4 | EA   | 18     | 1,675.- | 30,150.-  |
| 18 | Adjust Manhole Frame And Cover To Finished Grade                                 | 1185-4 | EA   | 4      | 2,661.- | 10,644.-  |
| 19 | Adjust Survey Monument Frame & Cover To Finished Grade                           | 1185-4 | EA   | 1      | 2,800.- | 2,800.-   |
| 20 | Adjust Water Meter Box Frame And Cover To Finished Grade                         | 1187-4 | EA   | 5      | 820.-   | 4,100.-   |
| 21 | Minor Concrete (4-Inch Thick Stamped Colored Concrete)                           | 1602-4 | SQFT | 8,474  | 24.-    | 203,376.- |
| 22 | Furnish And Install Detectable Warning Surface Tiles                             | 1905-4 | SQFT | 75     | 59.-    | 4,425.-   |
| 23 | Install Pavement Markings in Thermoplastic                                       | 1515-4 | SQFT | 5,250  | 6.-     | 31,500.-  |
| 24 | Install Green Pavement Marking (MMA)                                             | 1515-4 | SQFT | 1,540  | 8.10    | 12,474.-  |
| 25 | Install Detail 12 In Thermoplastic                                               | 1515-4 | SQFT | 9,150  | 0.75    | 6,862.50  |
| 26 | Install Detail 22 In Thermoplastic                                               | 1515-4 | LF   | 226    | 2.35    | 531.10    |
| 27 | Install Detail 25A In Thermoplastic                                              | 1515-4 | LF   | 10,684 | 1.30    | 13,889.20 |
| 28 | Install Detail 29 In Thermoplastic                                               | 1515-4 | LF   | 120    | 3.65    | 438.-     |
| 29 | Install Detail 32 In Thermoplastic                                               | 1515-4 | LF   | 420    | 2.75    | 1,155.-   |
| 30 | Install Detail 38 In Thermoplastic                                               | 1515-4 | LF   | 1,470  | 1.85    | 2,719.50  |
| 31 | Install Detail 38A In Thermoplastic                                              | 1515-4 | LF   | 710    | 1.65    | 1,171.50  |
| 32 | Install Detail 39 In Thermoplastic                                               | 1515-4 | LF   | 16,900 | 1.20    | 20,280.-  |

R B 4



# EXHIBIT A

REVISED BID SHEETS 07/06/23

|                  |                                                                                                                                      |         |      |        |                 |                      |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------|---------|------|--------|-----------------|----------------------|
| 33               | Install Detail 39A In Thermoplastic                                                                                                  | 1515-4  | LF   | 1,400  | 0.75            | 1,050.-              |
| 34               | Install Detail 40 In Thermoplastic                                                                                                   | 1515-4  | LF   | 110    | 1.30            | 143.-                |
| 35               | Paint Curb Red/Yellow (2-Coat)                                                                                                       | 1515-4  | LF   | 150    | 2.50            | 375.-                |
| 36               | Install Blue RPM                                                                                                                     | 1515-4  | EA   | 23     | 7.-             | 161.-                |
| 37               | Install Type D Inductive Loop Detector                                                                                               | 1520-23 | EA   | 20     | 550.-           | 11,000.-             |
| 38               | Install Type E Inductive Loop Detector                                                                                               | 1520-23 | EA   | 45     | 495.-           | 22,275.-             |
| 39               | Install Type C Inductive Loop Detector                                                                                               | 1520-23 | EA   | 3      | 2,350.-         | 7,050.-              |
| 40               | Install Or Remove & Replace Advance Street Name Sign Per City Std Plate 206                                                          | 1530-4  | EA   | 1      | 700.-           | 700.-                |
| 41               | Remove, Relocate, Or Re-Install Traffic Sign Per City Std Plate 204                                                                  | 1530-4  | EA   | 17     | 190.-           | 3,230.-              |
| 42               | Install Or Remove & Replace Traffic Sign Per City Std Plate 204                                                                      | 1530-4  | EA   | 24     | 300.-           | 7,200.-              |
| 43               | Install Or Remove & Replace Sign Post Per City Std Plate 203/204                                                                     | 1530-4  | EA   | 34     | 0               | 0                    |
| 43               | Install Or Remove & Replace Sign Post Per City Std Plate 203/204                                                                     | 1530-4  | EA   | 34     | 190.-           | 6,460.-              |
| 44               | Remove and Re-Install Existing Sign & Post Including All Attachments Per City Std Plate 203/204                                      | 1530-4  | EA   | 3      | 190.-           | 570.-                |
| 45               | Install Object Marker Type K with Drivable base                                                                                      | 1530-4  | EA   | 7      | 225.-           | 1,575.-              |
| 46               | Install or Remove and Replace Traffic Sign (R4-7), Object Marker (Type 2- OM2-1H) & 4.5' Height Sign Post Per City Std Plate 204/203 | 1530-4  | EA   | 7      | 295.-           | 2,065.-              |
| 47               | Micro-Surfacing Pavement Repair Work (Type II) Black Rock                                                                            | 1906-4  | SQFT | 11,600 | 5.45<br>4.45    | 63,220.-<br>51,620.- |
| TOTAL BID PRICE: |                                                                                                                                      |         |      |        | \$ 2,287,979.80 |                      |



# EXHIBIT A

REVISED BID SHEETS 07/06/23

Note: Items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Greenbook Section 7-3.5.1. Regardless of total actual volume compared to estimated quantities, the unit prices provided above shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation. The cost of all labor, materials, export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BID PRICE IN DIGITS: \$ 2,287,979.80

TOTAL BID PRICE IN WORDS: Two Million Two hundred Eighty Seven Thousand  
Nine hundred Seventy Nine Dollars and Eighty Cents

Contractor must complete all Work within sixty (60) Working Days of the City's Notice to Proceed.

Bidder acknowledges receipt of all addenda

Addendum:      Date Received:  
#01                7/6/23  
#02                8/2/23

Addendum:      Date Received:  
#03                \_\_\_\_\_  
#04                \_\_\_\_\_

Bidder's Name (Company): TORO ENTERPRISES, INC.

Signature: \_\_\_\_\_  
Print: SEAN CASTILLO

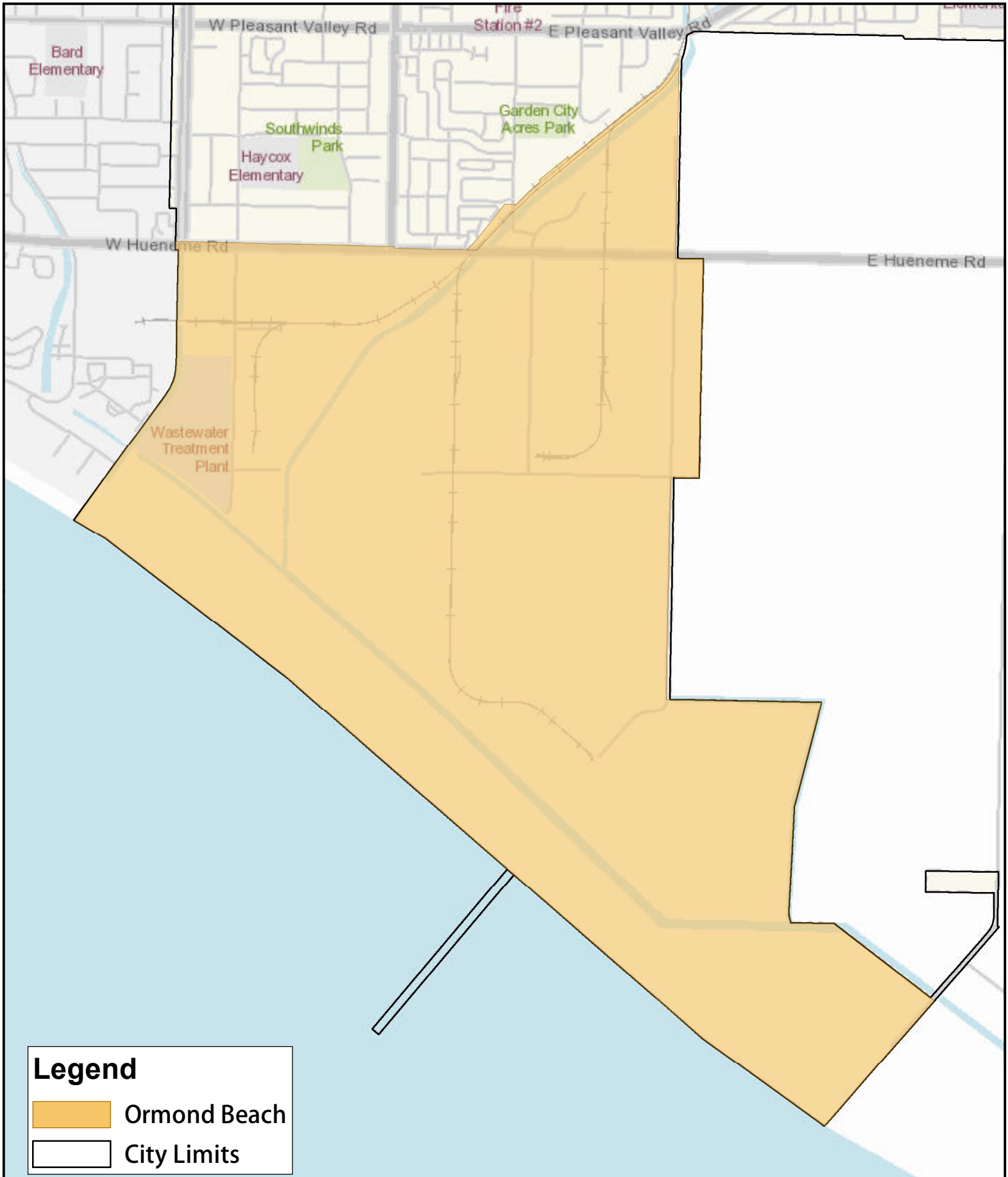
Title: PRESIDENT  
Date: 8/3/23

Signature: \_\_\_\_\_  
Print: JERRY HANNIGAN

Title: SECRETARY  
Date: 8/3/23



# ORMOND BEACH AREA



## Legend

- Ormond Beach
- City Limits



Geographic Information Systems Division  
October 2022

850 0 850 1,700 Feet

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

# Agreement 32400153 with Toro Enterprises, Inc. for Arterial Street Resurfacing - Hueneme Road Improvement Project (PW 23-104)

Tamara Flynn, Construction Project Manager  
Public Works Department

City Council  
October 3, 2023

That the City Council approve and authorize:

1. A total of \$2,745,575.80 in Project funds for the Arterial Street Resurfacing Hueneme Road Street Improvement Project, Specification No. PW 23-111.
2. The Mayor to Execute an Agreement with Toro Enterprises, Inc., in the amount of \$2,287,979.80 for the Project.
3. A Project contingency amount of \$228,798 (10%) with Toro Enterprises, Inc. for a total not to exceed value of \$228,798 for the Project.
4. A Project allocation amount of \$228,798 (10%) for engineering, inspection, survey and project management (EISPM) for the Project.
5. A project budget appropriation transfer in the amount of \$975,066 from Ormond Beach Neighborhood Street Resurfacing Project C2109 to Arterial Street Resurfacing Project C2205 within the TAB HERO Fund (315).

This is an ongoing Capital Improvement Program (CIP) project to address multiple locations throughout the City over multiple years.

This current bid package is for Hueneme road from Edison Drive to J Street.

- Median has reached its life-cycle and requires corrective work.
- Road will be treated with microsurfacing to extend the pavement life.

Originally, the resurfacing of Hueneme road was part of the Ormond Beach Neighborhood Street Resurfacing project.

Public Works recommended that Council authorize the reallocation of all remaining 2006 Ormond Beach Tax Allocation Bond (Tab) Proceeds for the Hueneme Road Work related to the Ormond Beach neighborhood Street Resurfacing project.

Public Works reported that the Hueneme Road work had not been completed due to needing to replace storm drains and cast iron pipes first and there was not enough funding to complete the street and median work.

The Ormond Beach Neighborhood Street Resurfacing project was constructed by Granite Construction Company under the On-Call Local and Collector Street Improvement project, PW 21-87 and completed September 26, 2022.

The Water Cast Iron Pipe Replacement project at Various Locations and Storm Drainage Improvement Project (PW21-98) at Hueneme Road was Awarded by Council to Toro Enterprises Inc. on December 21, 2021. Notice of Completion was recorded on September 26, 2022.

The City had two (2) projects with two (2) different contractors in the same place and would cause unnecessary conflicts and disruption so it was decided to postpone the resurfacing of Hueneme road to this fiscal year.



Now that the utility work under Hueneme Road is complete, Public Works looks to complete the resurfacing of Hueneme road as planned, utilizing the remaining funding from:

- Tab HERO fund balance in project C2109 - Ormond Beach Neighborhood Street Resurfacing Project.
- General Funds in project C2205 - Arterial Street Resurfacing Project.

When the City Council originally approved the FY 2022-2027 Capital Improvement Program budget at the May 3, 2022 City Council meeting:

- Locations planned for FY 2022-23 and FY 2023-24 were to be partially funded by Bonds (up to \$13M).
- Due to active litigation, an alternate funding source (one-time Measure O funding) was approved by the City Council.

The Project scope consists of furnishing all necessary labor, materials, equipment and other incidental and appurtenant Work to resurface existing asphalt concrete pavement along Hueneme Rd. from J St. to Edison Dr.

The Work includes:

- Milling of existing asphalt concrete pavement
- Placement and compaction of asphalt rubberized concrete (ARHM)
- Micro-surfacing with crack fill
- Excavation and reconstruction of asphalt pavement failed areas
- Reconstruction of existing medians
- Concrete repairs
- Adjust utility covers to finished grade
- Removal and replacement of street name signs
- Traffic striping
- Placing micro-surface material to patch and/or resurface peeled-off portions of existing pavement surfaces on Arterial Streets at various locations.

The work is tentatively scheduled to begin in October 2023 and absent any weather or unforeseen delays it will continue into December 2023 (60 working days).

Staff will work closely with the neighborhoods and residents directly impacted by the work to keep them informed of the project schedule.

The notice inviting formal bids (NIFB) on the Project was published on July 6, 2023, and all bids were due on August 7, 2023. The City received the following bid:

Toro Enterprises, Inc.:      \$2,287,979.80

The only bidder is Toro Enterprises, Inc. (Toro) and its bid is responsive to the City's NIFB.

Following this determination, procurement staff reviewed all documentation received from Toro and its subcontractors.

Because we received only one bid, staff reviewed recent bids from the County of Ventura and found that the unit prices in Toro's bid are similar or lower indicating that the bids received are consistent with what the market is offering.

There has been an increase of 22% between June of 2021 and June of 2023 to the California Construction Cost Index that is consistent with current inflation trends.

Staff expects that rebidding would result in higher costs and impact execution of planned resurfacing for this fiscal year.

Staff recommends that the City Council award the contract for this Project to Toro Enterprises, Inc.

In addition to the project award amount of \$2,287,979.80, Staff recommends authorizing the following:

- \$228,798 for project contingency (10% of the contract cost)
- \$228,798 for the cost for engineering services and City staff (10% of the contract cost)

Engineering services include the following activities during construction:

- Engineering
- Inspection
- Survey
- Project management

These recommendations bring the total estimated cost of the project to \$2,745,575.80.

The total cost for this Project is \$2,745,575.80, which includes the construction agreement, contingency and project allocation.

Arterial Street Resurfacing Project (C2205) has a current available project budget balance of approximately \$10,079,000 with \$4,681,000 from the General Fund (101) and \$5,398,000 from the Road Maintenance and Rehabilitation Program (RMRA Fund 185).

Of this total allocation, \$1,770,600 of the General Fund is being allocated for the Hueneme Road project.

A project budget appropriation transfer from Ormond Beach Neighborhood Project C2109 in the amount of \$975,066 is recommended to fund this agreement.



For Fiscal Year 2023-24 Public Works plans to put forward five resurfacing project locations (arterial and residential streets) with a total budget of about \$20.8 million.

The ability to execute all five project locations will largely depend on the bid market.

The bid advertisement of this first of five project locations generated a response from one bidder. This lack of competition and continued increase due to inflation is driving up the cost of infrastructure projects.

If this trend continues, there may not be sufficient funds to complete all five project locations with the budgeted funds.



**End of Presentation**



## CITY COUNCIL AGENDA REPORT

### REPORTS AGENDA ITEM NO. N.3

**DATE:** October 3, 2023

**TO:** City Council

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

**SUBJECT:** Public Project Agreement 32400207 with C.A. Rasmussen, Inc. for Arterial Street Resurfacing East and West Gonzales Road and Oxnard Boulevard Street Improvement Project, Specification No. PW 23-100. (10 minutes)

### RECOMMENDATION

That the City Council approve and authorize:

1. A total of \$11,636,763.05 in Project funds for the Arterial Street Resurfacing East and West Gonzales Road and Oxnard Boulevard Street Improvement Project, Specification No. PW 23-100;
2. The Mayor to Execute an Agreement with C.A. Rasmussen, Inc. in the amount of \$9,697,303.05 for the Project;
3. A Project contingency amount of \$969,730 (10%) with C.A. Rasmussen, Inc. for a total not to exceed value of \$969,730 for the Project;
4. A Project allocation amount of \$969,730 (10%) for engineering, inspection, survey and project management for the Project; and
5. A project budget appropriation transfer in the amount of \$3,328,400 from Neighborhood Street Resurfacing Project C2209 to Arterial Street Resurfacing Project C2205 within the Measure O Fund (104).

(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.)

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

[https://youtu.be/Cn2zuICT\\_v8](https://youtu.be/Cn2zuICT_v8)

### BACKGROUND

The Arterial Street Resurfacing project is an ongoing Capital Improvement Program (CIP) project to address multiple locations throughout the City over multiple years. This current bid package is for Gonzales Road from Victoria Ave to Rice Ave. The majority of Gonzales Ave has reached a point in its life-cycle requiring preventive and/or corrective work. The average Pavement Condition Index score for Gonzales Road is 50-60 and the existing asphalt concrete pavement is in need of resurfacing. Distressed sections of Gonzales Road will be overlayed with new asphalt and ARAM. Pavement preservation in the form of Microsurfacing will be applied to sections that have low to moderate distress, to extend pavement life. Distressed median sections will be reconstructed.

When the City Council originally approved the FY 2022-2027 Capital Improvement Program budget at the May 3, 2022 City Council meeting, the locations planned for FY 2022-23 and FY 2023-24 were to be partially funded by Bonds (up to \$13M). However, due to active litigation, an alternate funding source (one-time Measure O funding) was approved by the City Council. However, the alternate funding source was not equal to the originally proposed bond funding.

**Capital Improvement Program (CIP) Reference:**

## **DISCUSSION**

The Project scope consists of furnishing all necessary labor, materials, equipment and other incidental and appurtenant work to resurface existing asphalt concrete pavement along Gonzales Road from Rice Avenue to Victoria Avenue and along Oxnard Blvd from Robert Avenue to Gonzales Road. The Work includes the milling of existing asphalt concrete pavement; placement and compaction of asphalt rubberized hot mix (ARHM) and installing asphalt rubber aggregate membrane (ARAM) interlayer; micro-surfacing and crack fill; excavation and reconstruction of asphalt pavement failed areas; reconstruction of existing and new medians; concrete repairs; adjust utility covers to finished grade; removal and replacement of street name signs; and traffic striping. In addition to this scope of work, the project includes the rehabilitation of Patterson Rd. asphalt concrete walking path from Doris Avenue to West Gonzales Road. The Work includes the installation of fog seal and repair of asphalt pavement failed areas.

The work is tentatively scheduled to begin in October and absent any weather or unforeseen delays continue into March (100 working days). Staff will work closely with the neighborhoods and residents directly impacted by the work to keep them informed of the project schedule. General project information will be disseminated to help keep the public informed as well.

The notice inviting formal bids (NIFB) on the Project was published on July 27, 2023, and all bids were due on August 29, 2023. The City received the following bids:

C.A. Rasmussen, Inc.: \$ 9,697,303.05  
Toro Enterprises, Inc.: \$10,984,170.30

The lowest bidder is C.A. Rasmussen, Inc., (Rasmussen) and its bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from Rasmussen and its subcontractors. 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 Rasmussen.

In addition to the project award amount of \$9,697,303.05, staff recommends authorizing \$1,939,460 for the project, which includes \$969,730 for project contingency (10% of the contract costs) and \$969,730 for the cost for engineering services and City staff (10% of the contract cost). Engineering services include the following activities during construction: engineering, inspection, survey and project management. These recommendations bring the total estimated cost of the project to \$11,636,763.05.

## **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 Project is \$11,636,763.05 which includes the construction agreement, contingency and project allocation. Arterial Street Resurfacing Project (C2205) has a current available project budget balance of approximately \$8,308,400 with \$2,910,400 from the General Fund (101) and \$5,398,000 from the Road Maintenance Rehabilitation Account (185), which is insufficient to fully fund this project. The additional \$3,328,400 needed to fully fund the project will be transferred from the Neighborhood Street Resurfacing Project (C2209) which has \$7,400,000 of available funding from the Measure O Fund (104). Funding of \$49,963 for the multi-modal path on Patterson Road is available in project budget appropriations within the Transportation Development Act Fund in the Bike Path Project (G1001) (90303101-53200).

On June 20, 2023 Council approved the Fiscal Year 2023-24 Budget which allocated \$10.5 Million of the \$20.8 Million invested for Street Resurfacing to the Neighborhood Street Resurfacing project (C2209). Two other Street Resurfacing projects received funds where \$4 Million of General Fund (101) and \$4M of RMRA (185) to Arterial Street Resurfacing project (C2205) and \$2.5 million of Measure O to Citywide Alley Resurfacing projects (C2111). Public Works distributed the \$20.8 Million across three resurfacing projects based on estimated project costs at the time. It was anticipated that a Budget Appropriation transfer could be used to move funds from one project to another so long as its use remained for street resurfacing.

| <b>ARTERIAL STREET RESURFACING PROJECT (C2205)</b>        |                  |                                 |
|-----------------------------------------------------------|------------------|---------------------------------|
| <b>Contract: \$9,697,303.05</b>                           |                  |                                 |
| <b>Contingency: \$969,730</b>                             |                  |                                 |
| <b>Construction Management: \$969,730</b>                 |                  |                                 |
| <b>Total: \$11,636,763.05</b>                             |                  |                                 |
| <b>Fund Number</b>                                        | <b>Fund Name</b> | <b>Available Project Budget</b> |
| 101                                                       | General Fund     | \$2,910,400*                    |
| 185                                                       | RMRA             | \$5,398,000                     |
| <b>TOTAL AVAILABLE PROJECT BUDGET</b>                     |                  | <b>\$8,308,400</b>              |
| <b>NEIGHBORHOOD STREET RESURFACING PROJECT (C2209)</b>    |                  |                                 |
| <b>Fund Number</b>                                        | <b>Fund Name</b> | <b>Available Project Budget</b> |
| 104                                                       | Measure O        | \$7,400,000                     |
| <b>TOTAL AVAILABLE PROJECT BUDGET</b>                     |                  | <b>\$7,400,000</b>              |
| <b>TOTAL AVAILABLE PROJECT BUDGET (C2205 &amp; C2209)</b> |                  | <b>\$15,708,400</b>             |

\*Assumes Council approval of the Arterial Street Resurfacing Project - Hueneme Road scheduled for this same Council meeting

| <b>BIKE PATH PROJECT (G1001)</b> |                                      |                                 |
|----------------------------------|--------------------------------------|---------------------------------|
| <b>Fund Number</b>               | <b>Fund Name</b>                     | <b>Available Project Budget</b> |
| 212                              | Transportation Development Act (TDA) | \$49,963                        |

For Fiscal Year 2023-24 Public Works plans to put forward five resurfacing project locations (arterial and residential streets) with a total budget of about \$20.8 million. The ability to execute all five project locations will largely depend on the bid market. The bid advertisement of this project generated a response from two bidders. The lack of competition and continued increase due to inflation is driving up the cost of infrastructure projects. If this trend continues, there may not be sufficient funds to complete all five project locations with the budgeted funds.

| <b>ADOPTED FY 2023-24 RESURFACING PROJECTS</b>             |                  |                       |
|------------------------------------------------------------|------------------|-----------------------|
| <b>C2209 Neighborhood Street Resurfacing (CIP Page 62)</b> |                  |                       |
| <b>Fund Number</b>                                         | <b>Fund Name</b> | <b>Project Budget</b> |
| 104                                                        | Measure O        | \$10,500,000          |

| <b>C2205 Arterial Street Resurfacing (CIP Page 47)</b> |                  |                       |
|--------------------------------------------------------|------------------|-----------------------|
| <b>Fund Number</b>                                     | <b>Fund Name</b> | <b>Project Budget</b> |
| 185                                                    | RMRA             | \$4,000,000           |
| 101                                                    | General Fund     | \$4,000,000           |
| <b>SUBTOTAL PROJECT BUDGET</b>                         |                  | <b>\$8,000,000</b>    |
| <b>C2111 Citywide Alley Resurfacing (CIP Page 49)</b>  |                  |                       |
| <b>Fund Number</b>                                     | <b>Fund Name</b> | <b>Project Budget</b> |
| 104                                                    | Measure O        | \$2,250,000           |

*For Finance Use Only: Decrease Project C2209 / Increase C2205: Measure O Fund (Org. 1041001 Obj. 59800), Capital Outlay Fund (Org. 3013401 Obj 49300 & 53270)*

#### **COMMITTEE OUTCOME**

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

*Prepared by: Christopher Solis, Assistant City Engineer*

#### **ATTACHMENTS**

1. Agreement 32400207 Rasmussen PW 23-100
2. Presentation

## CONTRACT

### CITY OF OXNARD CONTRACT FOR ARTERIAL STREET RESURFACING EAST AND WEST GONZALES AND OXNARD BOULEVARD STREET IMPROVEMENT PROJECT SPECIFICATION NO. PW 23-100

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 C.A. RASMUSSEN, INC. ("Contractor"). Contractor's license number is 254681.

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

1. Incorporation. The Contract consists of all Contract Documents, which shall include the Notice Inviting Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, Standard Plans, Greenbook, Reference Specifications, Bid (including documentation accompanying the Bid and post-Bid documentation submitted before the notice of award), insurance documentation, Bonds, the City business license, permits from regulatory agencies, Addenda, Change Orders and Supplemental Agreements. These documents are incorporated herein by reference.
2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Arterial Street Resurfacing East and West Gonzales and Oxnard Boulevard Street Improvement Project Specification No. PW 23-100 ("Project"), as described in this Contract and in the incorporated Contract Documents.
3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of nine million six hundred ninety seven thousand three hundred three dollars and five cents (\$9,697,303.05) in accordance with the prices as submitted in the Bid, attached hereto as Exhibit "A" and incorporated herein by this reference.
4. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.
5. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply. Copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.
6. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every



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

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

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

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

10. Amendment. No Contract modification, amendment or supplement to this Contract other than Change Orders will be binding unless written and signed by the parties' duly authorized representatives.

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

*[signatures on following page]*

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

**CITY OF OXNARD**

**C.A. RASMUSSEN, INC.**

\_\_\_\_\_  
☒ John C. Zaragoza, Mayor<sup>1</sup> \_\_\_\_\_ Date  
☐ Purchasing Manager

\_\_\_\_\_  
Adam Rasmussen, President<sup>2</sup> \_\_\_\_\_ Date

\_\_\_\_\_  
Lisa Punches, Secretary \_\_\_\_\_ Date

ATTEST:

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

APPROVED AS TO FORM:

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

<sup>1</sup> The City Council must authorize and the Mayor must sign any formally bid public project agreement over \$200,000. The Mayor may authorize and sign any informally bid public project agreement over \$100,000 but up to \$200,000. The Purchasing Manager may authorize and sign any informally bid public project agreement up to \$100,000.

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

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

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

**Exhibit INS-G with Pollution  
INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS  
(WITHOUT BUILDER'S RISK REQUIREMENT)**

1. Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$2,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

b. Business Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

e. Contractors Pollution Liability and Errors & Omissions applicable to the work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.

2. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-G. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact [insurance@oxnard.org](mailto:insurance@oxnard.org)

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

4. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-G or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

## INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

### *Certificates of Insurance*

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

### *Endorsement Forms*

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

# ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

## PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODESUB-CODE

## COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY

LETTER ASPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

## COVERAGES

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

| CO LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                         | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS                                                                                                                                                                                                       |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|----------------------------------|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A      | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR.<br><input checked="" type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.                                       |               |                                  |                                   | GENERAL AGGREGATE \$2,000,000<br>PRODUCTS COMP/OP AGG. \$2,000,000<br>PERSONAL & ADV. INJURY \$2,000,000<br>EACH OCCURRENCE \$2,000,000<br>FIRE DAMAGE (Any one fire) \$<br>MED. EXPENSE (Any one person) \$ |
| A      | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS<br>GARAGE LIABILITY                                                                                                                   |               |                                  |                                   | COMBINED SINGLE LIMIT \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE \$                                                                                  |
| A      | <b>EXCESS LIABILITY</b><br>UMBRELLA FORM<br>OTHER THAN UMBRELLA FORM                                                                                                                                                                                                                      |               |                                  |                                   | EACH OCCURRENCE \$<br>AGGREGATE \$                                                                                                                                                                           |
| A      | <b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b>                                                                                                                                                                                                                                     |               |                                  |                                   | STATUTORY LIMITS<br>EACH ACCIDENT \$1,000,000<br>DISEASE-POLICY LIMIT \$1,000,000<br>DISEASE-EACH EMPLOYEE \$1,000,000                                                                                       |
| A      | <b>OTHER</b><br>Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract<br><br>Contractors Pollution Liability and Contractors Pollution Errors & Omissions |               |                                  |                                   | Minimum coverage \$1,000,000<br>Each consultant/ & listed sub-consultant \$500,000<br><br>PER CLAIM / OCCURRENCE \$2,000,000<br>GENERAL AGGREGATE \$2,000,000                                                |

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

### CERTIFICATE HOLDER

**CITY OF OXNARD % Evident ID, Inc.**

**8520 Allison Pointe Blvd. Ste 223**

**PMB 5210**

**Indianapolis, Indiana 46250-4299 US**

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

**GENERAL LIABILITY SPECIAL ENDORSEMENT  
FOR THE CITY OF OXNARD (the City)****SUBMIT IN DUPLICATE**

ENDORSEMENT NO. \_\_\_\_\_ ISSUE DATE (MM/DD/YY) \_\_\_\_\_

PRODUCER \_\_\_\_\_

**POLICY INFORMATION:**

Insurance Company: \_\_\_\_\_

Policy No.: \_\_\_\_\_

Policy Period: (from) \_\_\_\_\_ (to) \_\_\_\_\_

LOSS ADJUSTMENT EXPENSE \_\_\_\_\_

☐ Included in Limits☐ In Addition to Limits

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

NAMED INSURED \_\_\_\_\_

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

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

**TYPE OF INSURANCE****GENERAL LIABILITY**☐ COMMERCIAL GENERAL LIABILITY☐ COMPREHENSIVE GENERAL LIABILITY☐ OWNERS & CONTRACTORS PROTECTIVE☐ Claims Made

Retroactive Date \_\_\_\_\_

☐ Occurrence**OTHER PROVISIONS****COVERAGES**

## LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

☐ GENERAL☐ PRODUCTS/COMPLETED OPERATIONS☐ PERSONAL & ADVERTISING INJURY☐ FIRE DAMAGE☐ \_\_\_\_\_☐ \_\_\_\_\_**CLAIMS:** Underwriter=s representative for claims pursuant to this insurance.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: ( \_\_\_\_\_ )

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

- 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.
- CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured=s scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
- SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company=s limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
- CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
- PROVISIONS REGARDING THE INSURED=S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
- SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
  - Insurance Services Office Commercial General Liability Coverage, A occurrence@ form CG0001; or
  - If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

**ENDORSEMENT HOLDER**CITY OF OXNARD % Evident ID, Inc.  
8520 Allison Pointe Blvd. Ste 223  
PMB 5210  
Indianapolis, Indiana 46250-4299 US**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: \_\_\_\_\_

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 insureds 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 (Aany 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 % Evident ID, Inc.  
8520 Allison Pointe Blvd. Ste 223  
PMB 5210  
Indianapolis, Indiana 46250-4299 US

**AUTHORIZED REPRESENTATIVE**☐ Broker/Agent ☐ Underwriter ☐ \_\_\_\_\_

I, \_\_\_\_\_ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature \_\_\_\_\_

(original signature required)

Telephone: (\_\_\_\_) \_\_\_\_\_ Date Signed \_\_\_\_\_



Bond No. \_\_\_\_\_

**PAYMENT BOND  
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to \_\_\_\_\_

\_\_\_\_ (“Principal”)

(Name and address of Contractor)

a contract (the "Contract") for the Work described as Arterial Street Resurfacing East and West Gonzales and Oxnard Boulevard Street Improvement Project Specification No. PW 23-100.

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of any Work, to file a good and sufficient Payment Bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and \_\_\_\_\_

(Name and address of Surety)

a corporation organized and existing under the laws of the State of \_\_\_\_\_  
 ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and  
 our heirs, assignees, successors, executors and administrators are held and firmly bound,  
 jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material  
 suppliers, and other persons employed in the performance of the Contract and referred to in  
 Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum  
 of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), this  
 amount being not less than one hundred percent (100%) of the total Contract Price in lawful  
 money of the United States of America, for materials furnished or labor thereon of any kind, or  
 for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that  
 the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and  
 also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs  
 and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in  
 successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as  
 costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to

Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: \_\_\_\_\_

“Principal”

“Surety”

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

(Seal)

(Seal)

*Notes: This Bond must be executed in duplicate and dated, all Surety signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.*



Specifications. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: \_\_\_\_\_

“Principal”

“Surety”

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

(Seal)

(Seal)

*Notes: This Bond must be executed in duplicate and dated, all Surety signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.*

## EXHIBIT A

## CITY OF OXNARD

**BID SHEETS FOR ARTERIAL STREET RESURFACING  
EAST AND WEST GONZALES ROAD AND OXNARD BOULEVARD STREET  
IMPROVEMENT PROJECT  
SPECIFICATION NO. PW 23-100**

Bidder's Name: C. A. Rasmussen, Inc.

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the City Engineer at the following prices:

**BASE AMOUNT**

| ITEM NO. | DESCRIPTION                                                           | PAYMENT REF. | UNIT OF MEASURE | EVALUATION QUANTITY | UNIT PRICE | EXTENDED AMOUNT |
|----------|-----------------------------------------------------------------------|--------------|-----------------|---------------------|------------|-----------------|
| 1        | Mobilization/Demobilization (not to exceed 5% of the Total Bid Price) | 1001-3       | LS              | LUMP SUM            | 440,000.-  | 440,000.-       |
| 2        | Traffic Control And Public Convenience And Safety                     | 1505-4       | LS              | LUMP SUM            | 637,000.-  | 637,000.-       |
| 3        | Storm Water Pollution Prevention Plan                                 | 1800-3       | LS              | LUMP SUM            | 12,000.-   | 12,000.-        |
| 4        | Cold Mill AC Pavement (2" Max.)                                       | 1110-3       | SQYD            | 168,735             | 1.70       | 286,849.50      |
| 5        | Cold Mill AC Pavement (3" Max.)                                       | 1110-3       | SQYD            | 17,727              | 1.40       | 24,817.80       |
| 6        | Unclassified Excavation                                               | 1120-4       | CY              | 1,350               | 100.-      | 135,000.-       |
| 7        | Unclassified Fill                                                     | 1125-4       | CY              | 50                  | 130.-      | 6,500.-         |
| 8        | Class 2 Aggregate Base                                                | 1130-4       | TON             | 780                 | 103.-      | 80,340.-        |
| 9        | Asphalt Concrete, Type III (DGAC-B2 PG 64-10)                         | 1150-10      | TON             | 745                 | 190.-      | 141,550.-       |
| 10       | Asphalt Concrete, Type III (DGAC-C2 PG 64-10)                         | 1150-10      | TON             | 330                 | 230.-      | 75,900.-        |
| 11       | Asphalt Concrete, Type III (DGAC-D2 PG 64-10)                         | 1150-10      | TON             | 50                  | 260.-      | 13,000.-        |
| 12       | Asphalt Rubber Aggregate Membrane (ARAM)                              | 1151-4       | SQYD            | 182,574             | 6.80       | 1,241,503.20    |

|    |                                                                                  |         |      |        |         |             |
|----|----------------------------------------------------------------------------------|---------|------|--------|---------|-------------|
| 13 | Asphalt Rubber Hot Mix (ARHM-GG-C PG 64-16)                                      | 1152-10 | TON  | 21,330 | 152.-   | 3,242,160.- |
| 14 | Crack Seal                                                                       | 1155-4  | LB   | 13,500 | 4.-     | 54,000.-    |
| 15 | Fog Seal (Complete in Place)                                                     | 1158-4  | SQYD | 3,652  | 1.60    | 5,843.20    |
| 16 | Micro-Surfacing (Type II) Black Rock                                             | 1163-7  | TON  | 618    | 560.-   | 346,080.-   |
| 17 | Remove And Replace PCC Sidewalk, 4" Thick                                        | 1174-6  | SQFT | 1,460  | 30.-    | 43,800.-    |
| 18 | Grind PCC Sidewalk                                                               | 1174-6  | SQFT | 500    | 23.-    | 11,500.-    |
| 19 | Remove And Replace PCC Commercial Driveway, 8" Thick                             | 1174-6  | SQFT | 840    | 44.-    | 36,960.-    |
| 20 | Remove And Replace PCC Cross Gutter And Spandrel                                 | 1174-6  | SQFT | 1,200  | 44.-    | 52,800.-    |
| 21 | Remove And Replace PCC Curb & Gutter (Type A2-6)                                 | 1174-6  | LF   | 585    | 130.-   | 76,050.-    |
| 22 | Remove And Replace PCC Curb & Gutter (Type A2-8)                                 | 1174-6  | LF   | 170    | 170.-   | 28,900.-    |
| 23 | Remove And Replace PCC Curb (Type A1-8)                                          | 1174-6  | LF   | 15,546 | 84.-    | 1,305,864.- |
| 24 | Install 24" Root Barrier Panel                                                   | 1174-6  | LF   | 1,910  | 29.-    | 55,390.-    |
| 25 | Remove And Replace PCC Curb Ramp With Detectable Warning Surface Tiles, 4" Thick | 1174-6  | SQFT | 2,482  | 30.-    | 74,460.-    |
| 26 | Adjust Water Valve Frame And Cover To Finished Grade                             | 1185-4  | EA   | 115    | 1,160.- | 133,400.-   |
| 27 | Adjust Manhole Frame And Cover To Finished Grade                                 | 1185-4  | EA   | 71     | 1,830.- | 129,930.-   |
| 28 | Adjust Survey Monument Frame & Cover To Finished Grade                           | 1185-4  | EA   | 8      | 1,160.- | 9,280.-     |
| 29 | Adjust Water Meter Box Frame And Cover To Finished Grade                         | 1187-4  | EA   | 10     | 1,410.- | 14,100.-    |
| 30 | Adjust Traffic Box Frame And Cover To Finished Grade                             | 1187-4  | EA   | 2      | 1,680.- | 3,360.-     |
| 31 | Install Pavement Markings in Thermoplastic                                       | 1515-4  | SQFT | 26,800 | 4.70    | 125,960.-   |



|    |                                                  |        |      |        |      |           |
|----|--------------------------------------------------|--------|------|--------|------|-----------|
| 32 | Install Pavement Markings in Reflectorized Paint | 1515-4 | SQFT | 1,480  | 6.10 | 9,028.-   |
| 33 | Install Green Pavement Marking (MMA)             | 1515-4 | SQFT | 4,300  | 9.-  | 38,700.-  |
| 34 | Install Detail 12 In Thermoplastic               | 1515-4 | LF   | 60,920 | 0.56 | 34,115.20 |
| 35 | Install Detail 12 (Paint – 2 Coat)               | 1515-4 | LF   | 1,750  | 0.46 | 805.-     |
| 36 | Install Detail 22 In Thermoplastic               | 1515-4 | LF   | 370    | 2.-  | 740.-     |
| 37 | Install Detail 25A In Thermoplastic              | 1515-4 | LF   | 48,340 | 0.66 | 31,904.40 |
| 38 | Install Detail 25A (Paint – 2 Coat)              | 1515-4 | LF   | 1,545  | 0.51 | 787.95    |
| 39 | Install Detail 27 In Thermoplastic               | 1515-4 | LF   | 280    | 2.-  | 560.-     |
| 40 | Install Detail 27B In Thermoplastic              | 1515-4 | LF   | 3,000  | 1.50 | 4,500.-   |
| 41 | Install Detail 27C In Thermoplastic              | 1515-4 | LF   | 160    | 1.50 | 240.-     |
| 42 | Install Detail 29 In Thermoplastic               | 1515-4 | LF   | 200    | 4.-  | 800.-     |
| 43 | Install Detail 37B In Thermoplastic              | 1515-4 | LF   | 1,400  | 2.50 | 3,500.-   |
| 44 | Install Detail 37B (Paint – 2 Coat)              | 1515-4 | LF   | 320    | 2.40 | 768.-     |
| 45 | Install Detail 38 In Thermoplastic               | 1515-4 | LF   | 11,100 | 2.50 | 27,750.-  |
| 46 | Install Detail 38 (Paint – 2 Coat)               | 1515-4 | LF   | 1,600  | 1.-  | 1,600.-   |
| 47 | Install Detail 38A In Thermoplastic              | 1515-4 | LF   | 7,440  | 2.-  | 14,880.-  |
| 48 | Install Detail 38A (Paint – 2 Coat)              | 1515-4 | LF   | 950    | 0.86 | 817.-     |
| 49 | Install Detail 39 In Thermoplastic               | 1515-4 | LF   | 69,340 | 0.66 | 45,764.40 |
| 50 | Install Detail 39 (Paint – 2 Coat)               | 1515-4 | LF   | 2,100  | 0.51 | 1,071.-   |
| 51 | Install Detail 39A In Thermoplastic              | 1515-4 | LF   | 10,940 | 1.50 | 16,410.-  |
| 52 | Install Detail 39A (Paint – 2 Coat)              | 1515-4 | LF   | 500    | 0.76 | 380.-     |



|    |                                                                                                   |        |    |       |                               |          |
|----|---------------------------------------------------------------------------------------------------|--------|----|-------|-------------------------------|----------|
| 53 | Install Detail 40 In Thermoplastic                                                                | 1515-4 | LF | 2,540 | 0.56                          | 1,422.40 |
| 54 | Paint Curb Red Or Yellow (2-Coat)                                                                 | 1515-4 | LF | 1,340 | 2.-                           | 2,680.-  |
| 55 | Install Blue RPM                                                                                  | 1515-4 | EA | 64    | 20.-                          | 1,280.-  |
| 56 | Install Or Remove & Replace Street Name Sign Per City Std Plate 205                               | 1530-4 | EA | 3     | 510.-                         | 1,530.-  |
| 57 | Install Or Remove & Replace Way Finding Sign Per City Std Plate 207                               | 1530-4 | EA | 1     | 810.-                         | 810.-    |
| 58 | Install Or Remove & Replace Advance Street Name Sign Per City Std Plate 206                       | 1530-4 | EA | 6     | 1,100.-<br><del>1,100.-</del> | 6,600.-  |
| 59 | Install Or Remove & Replace Overhead Street Name Sign Per City Std Plate 206                      | 1530-4 | EA | 3     | 2,000.-                       | 6,000.-  |
| 60 | Remove, Relocate, Or Re-Install Traffic Sign Per City Std Plate 204                               | 1530-4 | EA | 17    | 250.-                         | 4,250.-  |
| 61 | Install Or Remove & Replace Sign Post Per City Std Plate 203/204                                  | 1530-4 | EA | 28    | 150.-                         | 4,200.-  |
| 62 | Remove, Relocate, Or Reset Traffic Sign Post Including All Attachments Per City Std Plate 203/204 | 1530-4 | EA | 3     | 420.-                         | 1,260.-  |
| 63 | Furnish & Install M6-6 Sign Per CA MUTCD 2014 REV 7                                               | 1530-4 | EA | 1     | 250.-                         | 250.-    |
| 64 | Furnish & Install R4-4 Sign Per CA MUTCD 2014 REV 7                                               | 1530-4 | EA | 7     | 350.-                         | 2,450.-  |
| 65 | Furnish & Install R4-7 Sign Per CA MUTCD 2014 REV 7                                               | 1530-4 | EA | 16    | 250.-                         | 4,000.-  |
| 66 | Furnish & Install R14-1 Sign Per CA MUTCD 2014 REV 7                                              | 1530-4 | EA | 1     | 250.-                         | 250.-    |
| 67 | Furnish & Install R26 Sign Per CA MUTCD 2014 REV 7                                                | 1530-4 | EA | 1     | 250.-                         | 250.-    |
| 68 | Furnish & Install R81 Sign Per CA MUTCD 2014 REV 7                                                | 1530-4 | EA | 2     | 250.-                         | 500.-    |
| 69 | Furnish & Install R81B Sign Per CA MUTCD 2014 REV 7                                               | 1530-4 | EA | 1     | 250.-                         | 250.-    |

|                       |                                                        |        |      |        |       |                          |
|-----------------------|--------------------------------------------------------|--------|------|--------|-------|--------------------------|
| 70                    | Furnish & Install R118 Sign Per CA MUTCD 2014 REV 7    | 1530-4 | EA   | 1      | 250.- | 250.-                    |
| 71                    | Furnish & Install W4-3L Sign Per CA MUTCD 2014 REV 7   | 1530-4 | EA   | 2      | 350.- | 700.-                    |
| 72                    | Furnish & Install W9-1 Sign Per CA MUTCD 2014 REV 7    | 1530-4 | EA   | 1      | 350.- | 350.-                    |
| 73                    | Furnish & Install W74 Sign Per CA MUTCD 2014 REV 7     | 1530-4 | EA   | 1      | 350.- | 350.-                    |
| 74                    | Furnish & Install W10-1 Sign Per CA MUTCD 2014 REV 7   | 1530-4 | EA   | 2      | 350.- | 700.-                    |
| 75                    | Install Object Marker Type N-1                         | 1530-4 | EA   | 8      | 130.- | 1,040.-                  |
| 76                    | Install Object Marker Type K or Type Q                 | 1530-4 | EA   | 30     | 130.- | 3,900.-                  |
| 77                    | Minor Concrete (4-Inch Thick Stamped Colored Concrete) | 1602-4 | SQFT | 26,660 | 17.-  | 453,220.-                |
| 78                    | Furnish And Install Detectable Warning Surface Tiles   | 1905-4 | SQFT | 1,452  | 46.-  | 66,792.-                 |
| TOTAL BASE AMOUNT: \$ |                                                        |        |      |        |       | 9,644,703. <sup>05</sup> |

#### ADDITIVE ITEMS

| ITEM NO.                 | DESCRIPTION                                     | PAYMENT REF. | UNIT OF MEASURE | EVALUATION QUANTITY | UNIT PRICE | EXTENDED AMOUNT |
|--------------------------|-------------------------------------------------|--------------|-----------------|---------------------|------------|-----------------|
| 79                       | Install Type E Loop Detector                    | 1520-23      | EA              | 10                  | 1,200.-    | 12,000.-        |
| 80                       | Install Type D Loop Detector                    | 1520-23      | EA              | 10                  | 1,200.-    | 12,000.-        |
| 81                       | Install 3-Inch SCE Street Light Conduit         | 1906-4       | LF              | 150                 | 160.-      | 24,000.-        |
| 82                       | Install Edison Pullbox (13"X24"X24") UGS HP 205 | 1906-4       | EA              | 2                   | 2,300.-    | 4,600.-         |
| TOTAL ADDITIVE ITEMS: \$ |                                                 |              |                 |                     |            | 52,600.-        |

Note: Items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Greenbook Section 7-3.5.1. Regardless of total actual volume compared to estimated quantities, the unit prices provided above shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor

will not be entitled to any additional compensation. The cost of all labor, materials, export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BID PRICE = BASE AMOUNT + ALL ADDITIVE ITEMS

TOTAL BID PRICE IN DIGITS: \$ 9,697,303.05

TOTAL BID PRICE IN WORDS: Nine million Six Hundred ninety Seven thousand Three Hundred Three dollars & Five Cents

Contractor must complete all Work within one hundred (100) Working Days of the City's Notice to Proceed.

Bidder acknowledges receipt of all addenda

Addendum:    Date Received:  
#01            NONE  
#02            \_\_\_\_\_

Addendum:    Date Received:  
#03            \_\_\_\_\_  
#04            \_\_\_\_\_

Bidder's Name (Company): C. A. Rasmussen, Inc.

Signature: [Signature]  
Print: Adam Rasmussen

Title: President  
Date: August 29, 2023

Signature: [Signature]  
Print: Lisa PUNCHES

Title: Corporate Secretary  
Date: August 29, 203



# Agreement 32400207 with C.A. Rasmussen, Inc. for Arterial Street Resurfacing East and West Gonzales Road and Oxnard Boulevard Street Improvement Project

Tamara Flynn, Construction Project Manager  
Public Works Department

City Council  
October 3, 2023

That the City Council approve and authorize:

1. A total of \$11,636,763.05 in Project funds for the Arterial Street Resurfacing East and West Gonzales Road and Oxnard Boulevard Street Improvement Project, Specification No. PW 23-100;
2. The Mayor to Execute an Agreement with C.A. Rasmussen, Inc. in the amount of \$9,697,303.05 for the Project;
3. A Project contingency amount of \$969,730 (10%) with C.A. Rasmussen, Inc. for a total not to exceed value of \$969,730 for the Project;
4. A Project allocation amount of \$969,730 (10%) for engineering, inspection, survey and project management for the Project; and
5. A project budget appropriation transfer in the amount of \$3,328,400 from Neighborhood Street Resurfacing Project C2209 to Arterial Street Resurfacing Project C2205 within the Measure O Fund (104).

The Arterial Street Resurfacing project is an ongoing Capital Improvement Program (CIP) project to address multiple locations throughout the City over multiple years.

- The current bid package is for Gonzales Road from Victoria Ave to Rice Ave.
- The majority of Gonzales Ave has reached a point in its life-cycle requiring preventive and/or corrective work.
- Average Pavement Condition Index score for Gonzales Road is 50-60 and the existing asphalt concrete pavement is in need of resurfacing.
- Distressed sections will be overlaid with new asphalt and ARAM.
- Microsurfacing will be applied to good sections (those that have low to moderate distress) to extend pavement life.
- Median will be reconstructed.

When the City Council originally approved the FY 2022-2027 Capital Improvement Program budget at the May 3, 2022 City Council meeting:

- Locations planned for FY 2022-23 and FY 2023-24 were to be partially funded by Bonds (up to \$13M).
- Due to active litigation, an alternate funding source (one-time Measure O funding) was approved by the City Council.



The Project scope consists of furnishing all necessary labor, materials, equipment and other incidental and appurtenant work to resurface existing asphalt concrete pavement along Gonzales Road from Rice Avenue to Victoria Avenue and along Oxnard Blvd. from Robert Avenue to Gonzales Road.

The Work includes:

- Milling of existing asphalt concrete pavement
- Placement and compaction of asphalt rubberized concrete (ARHM)
- Installing asphalt rubber aggregate membrane (ARAM) interlayer
- Micro-surfacing and crack fill
- Excavation and reconstruction of asphalt pavement failed areas
- Reconstruction of existing medians
- Concrete repairs
- Utility adjustments
- Removal and replacement of street name signs
- Traffic striping

In addition to the scope of work is:

- Patterson Rd. asphalt concrete multimodal path rehabilitation from Doris Avenue to West Gonzales Road.

This work includes:

- Fog seal installation
- Repair of asphalt pavement failed areas.

Work is tentatively scheduled to begin in November and absent any weather or unforeseen delays continue into March (100 working days).

Staff will work closely with the neighborhoods and residents directly impacted by the work to keep them informed of the project schedule & general project information.

The notice inviting formal bids (NIFB) on the Project was published on July 27, 2023, and all bids were due on August 29, 2023. The City received the following bids:

C.A. Rasmussen, Inc.: \$ 9,697,303.05

Toro Enterprises, Inc.: \$10,984,170.30

The lowest bidder is C.A. Rasmussen, Inc., (Rasmussen) and its bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from Rasmussen and its subcontractors.

Based upon the available information and research performed to date:

1. Staff believes that the contractor is capable of satisfactorily completing the project.
2. Staff recommends that the City Council award the contract for this Project to Rasmussen.

In addition to the project award amount of \$9,697,303.05, staff recommends authorizing the following:

1. \$969,730 for project contingency (10% of the contract costs)
2. \$969,730 for the cost for engineering services and City staff (10% of the contract cost).

Engineering services include the following activities during construction:

1. Engineering,
2. Inspection,
3. Survey and
4. Project management

These recommendations bring the total estimated cost of the project to \$11,636,763.05.

Total cost for this Project is \$11,636,763.05 which includes the construction agreement, contingency and project allocation

Arterial Street Resurfacing Project (C2205) has a current available project budget balance of approximately \$8,308,400 with \$2,910,400 from the General Fund (101) and \$5,398,000 from the Road Maintenance Rehabilitation Account (185)

The additional \$3,328,400 needed to fully fund the project will be transferred from the Neighborhood Street Resurfacing Project (C2209) which has \$7,400,000 of available funding from the Measure O Fund (104).

Funding of \$49,963 for the multimodal path on Patterson Road is available in project budget appropriations within the Transportation Development Act Fund in the Bike Path Project (G1001)

For Fiscal Year 2023-24 Public Works plans to put forward five resurfacing project locations (arterial and residential streets) with a total budget of about \$20.8 million.

The ability to execute all five project locations will largely depend on the bid market.

The bid advertisement for this project generated a response from two bidders. This lack of competition and continued increase due to inflation is driving up the cost of infrastructure projects.

If this trend continues, there may not be sufficient funds to complete all five project locations with the budgeted funds.





**Questions?**