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

CITY OF OXNARD CALIFORNIA

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

Meeting Location: Council Chambers, 305 West Third Street

November 7, 2023

Closed Session - 5:30 PM

Regular Meeting - 6:00 PM

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

1. Dial Phone Number: (888) 475-4499
2. Enter Meeting ID: 838 8463 6298
3. Passcode: 090720

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.

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

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

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

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. ATTEND THE MEETING AT THE LOCATION LISTED ABOVE: Submit a speaker card to the City Clerk.

2. EMAIL COMMENTS OR SIGN UP TO SPEAK REMOTELY BEFORE THE MEETING

    a. Submit a request to speak remotely by 3 p.m. on the day of the meeting by using the form available at **www.oxnard.org/citymeetings**.
    b. Submit an email to **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.
    c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.

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)

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.

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 (5:30 PM)

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS – (Government Code section 54956.8)
   Property: 633 and 635 Meta Street, Oxnard, CA (APN 201-0-272-220)
   Agency Negotiator: Emilio Ramirez
   Negotiating Party: Las Vegas Lights Exchange LP
   Under Negotiation: Price and terms of payment
   Legislative Body: City Council

D. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating November 11, 2023 as "Veterans Day."

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker requests shall be submitted as set forth on the first page of this agenda. Speakers are limited to three minutes. After 30 minutes, if all speakers have not had the opportunity to speak, the remaining speakers will be given an opportunity to speak prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing.

G. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

1. 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

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

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

I. REVIEW OF INFORMATION/CONSENT AGENDA

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

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

K. INFORMATION/CONSENT AGENDA

1. City Clerk Department
   SUBJECT: Approval of Minutes.
   RECOMMENDATION: That the City Council approve the minutes of October 3, 2023, regular meetings as presented.
   Legislative Body: City Council
   Contact: Dee Lai, (805) 385-8200

2. Police Department
   SUBJECT: Police Department "Military Equipment" Purchase.
   RECOMMENDATION: That the City Council approve the Police Department’s purchase and use of small Unmanned Aerial Vehicles, and Light Sound Diversionary Devices, which are defined by California Government Code sections 7070(c)(1) and 7070 (c)(12) as “military equipment."

   (This item did not originate in Committee).
   Legislative Body: City Council
   Contact: Jason Benites, (805) 385-7624

3. Fire Department
   SUBJECT: Paramedic/Emergency Medical Technician (EMT) Student Education Agreement (Field

Internship) with Ventura County Community College District.
RECOMMENDATION: That the City Council authorize the City Manager to enter into a Paramedic/ Emergency Medical Technician (EMT) student education agreement (field internship) with the Ventura Community College District for a five-year term at no cost.

(The Community Services, Public Safety, Housing and Economic Development Committee approved 3-0 on September 12, 2023).
Legislative Body: City Council
Contact: Alexander Hamilton, (805) 385-7700

4. Fire Department
SUBJECT: Authorize Blanket Purchase Orders for Allstar Fire Equipment Co. and L.N. Curtis & Sons for a Not to Exceed (NTE) Amount of $500,000 and $1,000,000 respectively through June 30, 2024.
RECOMMENDATION: That the City Council authorize the Mayor to execute Blanket Purchase Orders (BPOs) with the following vendors:

1. Allstar Fire Equipment Co. (Allstar) for a total amount NTE $500,000 for the purchase of structural firefighting personal protective equipment (PPE) and tools.
2. L.N. Curtis & Sons (L.N Curtis) for a total amount NTE $1,000,000 for the purchase of firefighting tools and equipment for wildland and tools mounted on response vehicles.

(The Finance & Governance Committee approved 3-0 on September 26, 2023)
Legislative Body: City Council
Contact: Alexander Hamilton, (805) 385-7700

5. Community Development Department
SUBJECT: Deferred Development Impact Fee Agreement for Lockwood I and II Senior Apartment Projects.
RECOMMENDATION: That the City Council:

1. Approve and authorize the Mayor to execute an agreement (A-8538) with Vintage at Lockwood, LP, a California limited partnership deferring development impact fees, until the time of final inspection or the date the certificate of occupancy is issued, whichever comes first, in the amount of $3,814,360.30 for the Lockwood I Senior Apartments Project PZ 21-535-05 (Density Bonus) & PZ 21-500-01 (Special Use Permit) located at 2001 Outlet Center Drive; and
2. Approve and authorize the Mayor to execute an agreement (A-8539) with Vintage at Lockwood, LP, a California limited partnership deferring development impact fees, until the time of final inspection or the date the certificate of occupancy is issued, whichever comes first, in the amount of $3,701,298.87 for the Lockwood II Senior Apartments Project PZ 21-535-06 (Density Bonus) & PZ 21-500-10 (Special Use Permit) located at 2152 Lockwood Street.

(This item did not originate in Committee. Both the Lockwood I & Lockwood II Senior Apartment projects were approved by the Planning Commission. Also, pursuant to Government Code Section 66007, the City must allow for the deferral of these impact fees and charges upon request).
Legislative Body: City Council
Contact: Jeff Pengilley, (805) 385-8208

6. Police Department
SUBJECT: First Amendment to Agreement with Comsite Pacific, Inc.
RECOMMENDATION: That City Council approve and authorize the Mayor to execute the First Amendment to Agreement (contract number 9642-22-PO) for Comsite Pacific, Inc. dba Pegasus Telecommunications Consulting Group in the amount of $280,000 for a not to exceed contract amount of $445,000 and to extend the term 3 more years until December 31, 2026 for the Oxnard Police Department radio infrastructure consulting.

(This item did not originate in Committee).
Legislative Body: City Council
Contact: Jason Benites, (805) 385-7624

7. Police Department
SUBJECT: Resolution Commending Officer David Landsverk for over Twenty-Six Years of Service to the City of Oxnard.
RECOMMENDATION: That the City Council adopt a resolution commending David Landsverk for over twenty-six 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

8. Housing Department
SUBJECT: Encampment Resolution Grant.
RECOMMENDATION: That the City Council:

1. Approve and authorize the Mayor to execute an agreement with the County of Ventura for partnership in delivery of encampment response outreach and case management services in an amount not to exceed $1,163,614.34; and
2. Authorize the City Manager, or designee, to negotiate and execute agreements with local hotel operators for the period between November 1, 2023 and August 30, 2024 to offer non-congregate shelter.
3. Authorize the City Manager, or designee, the ability to appropriate the $1,015,638.88 in grant funds and the General Fund allocation of $200,000 for services in partnership with the Ventura County Health Care Agency.

(This item did not originate in Committee.)
Legislative Body: City Council
Contact: Emilio Ramirez, (805) 385-8094

L. PUBLIC HEARINGS

1. Community Development Department
SUBJECT: Planning & Zoning Permit No. 23-580-03 (Zoning Text Amendment) Relating to Implementation of the City's Adopted Amended 2021-2029 6th Cycle Housing Element (45min)
RECOMMENDATION: That the City Council:
1. Conduct a public hearing; and
2. Find the Project to be Categorically Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3) (General Rule);

and

3. Introduce the following seven ordinances for first reading (by title only) (PZ 23-580-03):

a. An Ordinance of the City Council of the City of Oxnard amending Accessory Dwelling Unit parking and impact fee requirements in Oxnard City Code (OCC) Section 16-468 & 16-622; and
b. An Ordinance of the City Council of the City of Oxnard amending the City's Density Bonus Ordinance in OCC Section 16-410; and
c. An Ordinance of the City Council of the City of Oxnard amending the Emergency Shelter Standards in OCC Section 16-504 and 16-622; and
d. An Ordinance of the City Council of the City of Oxnard streamlining ordinance provisions, clarifying permitting requirements, simplifying code requirements, and amending requirements on Farmworker Housing, Supportive Housing, Low-Barrier Navigation Center, Single Room Occupancy and Residential Care facilities in OCC Section 16-10, 16-20 to 16-144, 16-148, 16-300, 16-303, 16-333, 16-441 & 16-622; and
e. An Ordinance of the City Council of the City of Oxnard amending Reasonable Accommodation requirements in OCC Section 16-501.5; and
f. An Ordinance of the City Council of the City of Oxnard streamlining, clarifying, and simplifying permit procedures for Development Design Review, Special Use Permit Expiration and Major and Minor Modification to Special Use Permit in OCC Sections 16-525, 16-553 and 16-560; and
g. An Ordinance of the City Council of the City of Oxnard amending the Attached Dwelling Unit standards in OCC Section 16-360.

(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/FMGfFbTJyeg
Legislative Body: City Council
Contact: Jeff Pengilley, (805) 385-8208

M. REPORTS

1. City Treasurer
SUBJECT: City Treasurer's Quarterly Investment Report for the Period Ending September 30, 2023. (10 minutes)
RECOMMENDATION: That the City Council receive and file the report.

(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/wI9JAMEyNqU
Legislative Body: City Council
Contact: Phillip Molina, (805) 385-7808

2. City Attorney Department
SUBJECT: Ordinance of the City Council Prohibiting Single-Use Plastic Foodware (15 minutes)
RECOMMENDATION: That the City Council approve the introduction and first reading by title

only and waive any further reading of the ordinance entitled: "Ordinance of the City Council of the City of Oxnard, California Amending Article XXIV of Chapter 7 of the Oxnard City Code Prohibiting the Use and Distribution of Single-Use Plastic Foodware."

(This item is exempt from CEQA pursuant to Title 14 of the California Rules of Regulation section 15061(b)(3))

(Public Works and Transportation Committee approved 3-0)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/DwpobpYAURo
Legislative Body: City Council
Contact: Michelle McCarron, 805-385-3937

3. Police Department
SUBJECT: Fifth Amendment to Agreement A-7858 with Axon Enterprises, Inc. for Body Worn Camera and Other Services Utilized by the Police Department (10 minutes).
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Fifth Amendment to contract A-7858 with Axon International, Inc., increasing the contract's total agreement amount to $4,102,311.26.

(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/OG-QDTqUPUc
Legislative Body: City Council
Contact: Jason Benites, (805) 385-7624

4. Public Works Department
SUBJECT: Agreement 32400108 with Los Angeles Truck Centers, LLC dba Velocity Truck Centers for Repair and Maintenance of Autocar Refuse Trucks, Allison Transmissions, Freightliner Trucks and Detroit and Cummins Engines (10 minutes).
RECOMMENDATION: That the City Council approve and authorize an Agreement with Los Angeles Truck Centers, LLC dba Velocity Truck Centers for a one-year term with the option to extend for four consecutive one-year periods for a maximum contract term of five years, and a total contract not-to-exceed amount over the entire possible contract term of $1,250,000 for the repair and maintenance of Autocar refuse trucks, Allison transmissions, Freightliner trucks and Detroit and Cummins engines as part of the City's equipment fleet on an on-call/as needed basis.

(Public Works and Transportation Committee approved 3-0 on October 10, 2023)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/BLnzZ-neWUY
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

5. Public Works Department
SUBJECT: Agreement 32400232 with Garcia's Landscaping Maintenance Inc. for Landscape Maintenance Services for the Riverpark Ballfields within Community Facilities District No. 5. (15

minutes)
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with Garcia's Landscaping Maintenance, Inc. for landscape maintenance services for the Riverpark Ballfields within Community Facilities District No. 5 in the amount not to exceed $1,725,000, for the entire five-year and two months term of the Agreement ending December 31, 2028.

(Public Works and Transportation Committee approved 3-0)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/5VQhKueoFew
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

6. Public Works Department
SUBJECT: Agreement 32400239 with SGD Enterprises dba Four Seasons Landscaping for Landscape Maintenance Services within Community Facilities District No. 5. (15 minutes)
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the Agreement with SGD Enterprises dba Four Seasons Landscaping for landscape maintenance services within Community Facilities District No. 5 in the amount not to exceed $6,545,000.00 for the maximum five year and two month term of the Agreement, with the initial agreement term of fourteen months, ending December 31, 2024, after which the Agreement may be extended for four additional one-year terms with a fully extended final term ending on December 31, 2028.

(Public Works and Transportation Committee approved 3-0)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/d36RaaYOZis
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

7. Public Works Department
SUBJECT: Agreement 32400240 with Mariposa Landscapes, Inc. for Landscape Maintenance Services for 37 Landscape Maintenance Districts and 1 Maintenance Assessment District within the City of Oxnard. (15 minutes)
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the Agreement for up to five years with Mariposa Landscapes Inc for landscape maintenance services within the City's 37 Landscape Maintenance Districts and 1 Maintenance Assessment District in the amount not to exceed $9,000,000 that includes all possible extensions for the maximum 5 year term ending December 31, 2028.

(Public Works and Transportation Committee approved 3-0)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/BfCKCgdP6TQ
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

8. Public Works Department

SUBJECT: Agreement 32400238 with Mariposa Landscapes Inc. for Landscape Maintenance Services within Community Facilities District No. 2. (15 minutes)

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with Mariposa Landscapes Inc. for landscape maintenance services within Community Facilities District No. 2 in the amount not to exceed $1,564,500.00 for the maximum five-year term of the Agreement, with an initial term of twelve months, ending December 31, 2024, after which the Agreement may be extended for four additional one-year terms with a fully extended final term ending on December 31, 2028.

(Public Works and Transportation Committee approved 3-0)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/GBxyRmC8le8

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

N. ADJOURNMENT

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.1

DATE: November 7, 2023

TO: City Council

FROM: Dee Lai, Assistant City Clerk, (805) 385-8200, dee.lai@oxnard.org

SUBJECT: Approval of Minutes.

RECOMMENDATION

That the City Council approve the minutes of October 3, 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, Assistant City Clerk

ATTACHMENTS

1. 10 03 2023 Council Minutes

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
October 3, 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. Dee Lai, Assistant 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 Valenzuela Zavala arrived at 4:48 p.m.

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council
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))
   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)

At 4:32 p.m., the City Council recessed into a closed session. At 5:04 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.

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.)

Brittney Hendricks, Oxnard Convention & Visitors Bureau Vice President of Marketing and Communications, presented and answered the City Council's questions.

No public comments were received.

2. City Manager Department
   SUBJECT: Community Relations Commission Annual Report
   RECOMMENDATION: That the City Council receive the Community Relations Commission annual report.

Martha Guillen, Executive Assistant to the Mayor, Tiffany Lopez, Community Relations Commission Chair, Adam Lopez, Community Relations Commissioner, presented and answered the City Council's questions.

No public comments were received.

E. OPENING CEREMONIES (6:00 PM)

Mayor Pro Tem MacDonald led the pledge of allegiance.

F. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating the Month of October, 2023 as "Multicultural Month."

Mayor Zaragoza read the Proclamation and delivered it to Tiffany Lopez, Community Relations Commission Chair. Tiffany Lopez and members of the Community Relations Commission joined the Council on the dais to accept the Proclamation, thanked the Council, and spoke briefly.

No public comments were received.

2. SUBJECT: Presentation of a Proclamation Designating the Month of October, 2023 as "Breast Cancer Awareness Month."

Mayor Zaragoza read the Proclamation and delivered it Alex Hamilton, Fire Chief, and Jason Benites, Police Chief. Alex Hamilton and Jason Benites joined the Council on the dais to accept the Proclamation, thanked the Council, and spoke briefly.

No public comments were received.

3. SUBJECT: Presentation of a Proclamation Designating the Month of October, 2023 as "Fire Prevention Month."

Mayor Zaragoza read the Proclamation and delivered it Alex Hamilton, Fire Chief. Alex Hamilton joined the Council on the dais to accept the Proclamation, thanked the Council, and spoke briefly.

No public comments were received.

4. SUBJECT: Presentation of a Proclamation Designating October 9, 2023 as "Indigenous People's Day."

Mayor Zaragoza read the Proclamation and delivered it Alikoi Parra. Alikoi Parra joined the Council on the dais to accept the Proclamation, thanked the Council, and spoke briefly.

No public comments were received.

G. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Chuck Dennis, Pat Brown, Diego Martinez, and Manuel Herrera.

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 statistics as compared with other cities in the region.

Alex Nguyen, City Manager, provided community updates and budget statistics for the community colleges.

No public comments were received.

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

The members of the Council provided brief announcements regarding their various activities.

J. REVIEW OF INFORMATION/CONSENT AGENDA

Items L-1 through L.7 were discussed among the Council and staff.

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comment was received from Pat Brown on item L.2.

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.

2. Police Department
SUBJECT: ABC-OTS Local Law Enforcement Grant FY 23-24
RECOMMENDATION: That the City Council adopt a **Resolution No. 15,743** 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.)

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 No. 15,744** commending Timothy Kelley for over twenty-seven years of service to the City of Oxnard Police Department.

(This item did not originate in Committee.)

4. Police Department
SUBJECT: Edward Byrne Memorial Justice Assistance Grant Program FY2023 Local JAG

RECOMMENDATION: That City Council adopt a **Resolution No. 15,745**:

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.)

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.)

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)

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)

Consent Items L.1 – L.7

It was moved by Councilmember Teran, 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.

M. PUBLIC HEARINGS

1. 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 No. 15,746** 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.)

Dee Lai, Assistant City Clerk announced the affidavit of publication and stated that written communications were received and forwarded to Council for consideration.

Jay Dobrowalski, Senior Planner, Joe Pearson, Planning Manager, Jeff Pengilley, Community Development Director, and Ken Rozell, Assistant City Attorney, were available to answer questions.

The applicant team, Daniel Bednar, CBC Federal Credit Union, SVP, Chief Strategy Officer, and James Bargfrede, Momentum, Inc., Project Manager, presented and were available to answer questions.

Stuart Nielson, Nelson Comis Kettle & Kinney LLP., Attorney for the Appellant, presented and was available to answer questions.

Mayor Zaragoza opened the public testimony portion of the public hearing. Public comment was received from Ronald Arruejo.

Without objection, the Council approved closing the public testimony portion of the public hearing. Discussion

ensued among the Council and staff.

It was moved by Councilmember Madrigal, seconded by Councilmember Valenzuela Zavala, to approve the recommended action as presented. VOTE: Basua, MacDonald, Madrigal, Teran, Valenzuela Zavala, and Zaragoza voted in favor; motion passed 6-1. Councilmember Perello voted no.

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)

Dee Lai, Assistant City Clerk announced the affidavit of publication and stated that no written communications were received.

Kathleen Mallory, Planning & Sustainability Manager, Jeff Pengilley, Community Development Director, Mat

Simpkins, Management Analyst, and Ken Rozell, Assistant City Attorney, were available to answer questions.

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

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

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

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)

Javier Chagoyen-Lazaro, Interim Chief Financial Officer, was available to answer questions. No public comments were received. Discussion ensued among the council and staff.

It was moved by Councilwoman Basua, seconded by Councilmember Perello, 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: 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.)

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

It was moved by Councilmember Perello, 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.

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.)

Michael Wolfe, Public Works Director, was available to answer questions. No public comments were received. Discussion ensued among the council and staff.

It was moved by Mayor Pro Tem MacDonald, seconded by Councilwoman 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.

O. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 9:04 p.m.

DEE LAI
Assistant City Clerk

JOHN C. ZARAGOZA
Mayor

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.2

DATE: November 7, 2023

TO: City Council

FROM: Jason Benites, Police Chief, (805) 385-7624, jason.benites@oxnardpd.org

SUBJECT: Police Department "Military Equipment" Purchase.

RECOMMENDATION

That the City Council approve the Police Department's purchase and use of small Unmanned Aerial Vehicles, and Light Sound Diversionary Devices, which are defined by California Government Code sections 7070(c)(1) and 7070 (c)(12) as "military equipment."

(This item did not originate in Committee).

BACKGROUND

On January 1, 2022, Assembly Bill (AB) 481 was codified in Government Code sections 7070 through 7075. This legislation requires that law enforcement agencies obtain approval from their governing body via the adoption of a "military equipment" use policy by ordinance before funding, acquiring, or using such equipment.

On April 19, 2022, the Oxnard City Council adopted the Oxnard Police Department Military Equipment Use Policy, which allows the Oxnard Police Department to use the specified equipment. The policy can be found as section 708 of the Oxnard Police Department's Policy Manual and is visible to the public on the Oxnard Police Department's website: (https://sites.google.com/oxnardpd.org/department-policy-manual/department-policy-manual). On July 27, 2023, the Oxnard City Council re-affirmed the Police Department's Authorization to continue using the specified equipment.

The Police Department is replacing and replenishing previously approved equipment. Since this equipment is now defined by the Government Code as "military equipment", it requires the City Council's authorization for its funding, purchase, and use. This purchase will not increase the Police Department's inventory of equipment, but rather will simply replace Small Unmanned Aerial Vehicles (sUAVs) that are currently at the end of their lifespans, and replenish the Police Department's inventory of Light, Sound Diversionary Devices (LSDDs).

The Police Department seeks to replace the current inventory by acquiring the following equipment:

Under California Government Code 7070(c)(1), unmanned, remotely piloted aerial or ground vehicles are defined as "military equipment." sUAVs are tools that allow officers to document crime scenes, obtain a view of suspects from a safe distance, and search for missing persons. The deployment of a sUAV is limited to FAA-licensed pilots who are Unmanned Aerial Systems Unit members.

The Police Department's fleet of sUAVs is aging, and many require replacement. To maintain an operations-ready status, the Police Department needs to replace existing sUAVs as they become outdated, damaged, or worn out. The Police Department needs to purchase five (5) sUAVs immediately to replace aging aircraft. This number will restore the operational sUAV fleet to the level when the City Council first approved the Oxnard Police Department's military equipment inventory in 2022. In addition, the Police Department will need to continue to make ongoing purchases to replace sUAVs.

More information about the Police Department's use of drones can be found on its website at: https://sites.google.com/oxnardpd.org/drones/unmanned-aerial-systems.
The estimated total cost to purchase these five (5) sUAVs is $25,000. These purchases will be funded by Asset Forfeiture Funds, so there would be no impact on the General Fund.

Under California Government Code 7070(c)(12), "Flashbang" grenades and explosive breaching tools, "tear gas," and "pepper balls," excluding standard, service-issued handheld pepper spray, are defined as "military equipment." LSDDs, commonly called "flashbangs," are used by SWAT Team members and during high-risk incidents. They are a less-lethal tool that emits an intense light and loud sound to disorient a suspect or divert their attention from officers. The Department's SWAT Team has successfully used this tool for decades. Often, using these devices causes enough of a distraction to suspects that officers can employ other less-lethal tools or de-escalation techniques. These devices are frequently used to distract a suspect's attention away from a door during incidents, such as a barricaded suspect, where officers must open a door forcibly. This significantly reduces the risk to officers when dealing with potentially violent individuals.

The Police Department's LSDD inventory has diminished over the last year due to several tactical operations safely concluded by SWAT officers using LSDDs. To replenish the inventory, the Police Department needs to purchase forty-eight (48) *Combined Tactical Systems (CTS), 7290M mini flashbang steel body single use*, and eighteen (18) *CTS, 7290-2 flashbang double two bang single use distraction devices.*

The cost to purchase these LSDDs is $4,404.18 and will be paid using money from the Supplemental Law Enforcement Services Fund. There would be no impact on the General Fund.

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 purchase of the five (5) UAVs is approximately $25,000 and will be funded using State Asset Seizure Fund monies. The cost of the Light and Sound Diversionary Devices is $4,404.18, and will be funded by the State & Local Grant Fund - Supplemental Law Enforcement Services.

For Finance Use Only: State Asset Seizure Fund (Org.1922131 Obj. 56040 Project M2005), State & Local Grant Fund (Org. 2102131 Obj. 52900 Project G2319)

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Daniel Whitmer, Police Commander

ATTACHMENTS
None

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.3

DATE: November 7, 2023

TO: City Council

FROM: Alexander Hamilton, Fire Chief, (805) 385-7700, alexander.hamilton@oxnard.org

SUBJECT: Paramedic/Emergency Medical Technician (EMT) Student Education Agreement (Field Internship) with Ventura County Community College District.

RECOMMENDATION

That the City Council authorize the City Manager to enter into a Paramedic/ Emergency Medical Technician (EMT) student education agreement (field internship) with the Ventura Community College District for a five-year term at no cost.

(The Community Services, Public Safety, Housing and Economic Development Committee approved 3-0 on September 12, 2023).

BACKGROUND

Under California Code of Regulations, Title 22, Section 100154, the paramedic internship consists of no less than four-hundred and eighty (480) hours by a California State certified paramedic preceptor. During field internship, students remain under the oversight of the school and under the medical direction of both the school and local EMS agency medical directors as directed by local regulation and state statutes.

Title 22, Division 9, Chapter 4, Section 100153 (b) of the California Health and Safety code defines the regulatory requirements for the internship sites of students attending any California paramedic school. This section stipulates that:

"An approved paramedic training program shall enter into a written agreement with a paramedic service provider(s) to provide for field internship, as well as for a field preceptor(s) to directly supervise, instruct, and evaluate the students. The assignment of a student to a field preceptor shall be a collaborative effort between the training program and the provider agency...."

Paramedic training is the gold standard in prehospital care for field first responders and ambulance personnel. This training is accomplished through a combination of trade schools, local community colleges and universities, which provide a vital educational opportunity for local residents. One required portion of the paramedic educational experience is the field internship.

To support these local students, the department seeks to create such an agreement with the Ventura County Community College District. Through this agreement, the Fire Department has the ability to host and train paramedic students as they complete their final capstone internships at no cost.

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

There is no financial impact.

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing and Economic Development Committee approved 3-0 on September 12th 2023 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Fara Ravan, Administrative Services Support Supervisor

ATTACHMENTS

1. Paramedics Emergency Medical Technician Student Education Agreement (Field Internship) (1)

PARAMEDIC / EMERGENCY MEDICAL TECHNICIAN (EMT) STUDENT EDUCATION AGREEMENT (Field Internship)

This Agreement is made between

VENTURA COUNTY COMMUNITY COLLEGE DISTRICT
761 E Daily Dr. Suite 200
Camarillo, CA 93010
805-652-5500

(hereinafter referred to as "DISTRICT") and

OXNARD FIRE DEPARTMENT
360 W. Second Street
Oxnard, CA 93030
805-385-7722

(hereinafter referred to as "AGENCY").

RECITALS

WHEREAS, the DISTRICT has an Associate Degree as well as a Certificate Paramedic Program and an Emergency Medical Technician Program (hereinafter referred to as "Program") which requires medical-surgical, cardiac, obstetric, pediatric, psychiatric, geriatric, and emergency clinical experience; and

WHEREAS, AGENCY has the facilities which are suitable for providing the clinical experiences; and

WHEREAS, it is essential for students in the Program at the DISTRICT to acquire such clinical experience during their learning process; and

WHEREAS, it is beneficial to AGENCY to contribute to the education of the future supply of Paramedics and EMTs;

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the parties hereto do hereby agree as follows:

AGREEMENT

1. GENERAL RESPONSIBILITIES OF DISTRICT

A. DISTRICT shall supervise all instruction and clinical experience for the Program.

B. DISTRICT will designate students from those enrolled in their Health Science program for assignment to AGENCY for clinical experience.

C. DISTRICT shall require an examination for each student for physical fitness and provide certification of physical fitness and immunization or documented immunity for the common communicable diseases. The examination is to include proof of current immunization or immunity for tetanus, diphtheria, pertussis, rubella, rubeola, mumps, and varicella, Covid-19 vaccination and booster (when eligible), and to have had a recent skin test, QuantiFeron Gold, or chest x-ray for tuberculosis. A hepatitis B surface antigen test and documentation of a hepatitis B vaccine series shall be required. Hepatitis B immunization is strongly advised. If a student elects to forgo immunization they shall sign a waiver of liability for acquiring hepatitis B.

D. DISTRICT shall require that each student possess a current CPR certificate.

E. DISTRICT may prescribe the type of uniforms to be worn by students in keeping with the requirements of AGENCY.

F. DISTRICT shall provide for orientation for its instructors and students to familiarize them with AGENCY policies, practices, and facilities before assigning them to duties at the AGENCY.

G. DISTRICT shall in coordination with AGENCY, prepare the necessary schedules and assignments for the clinical course of instruction at AGENCY.

H. DISTRICT shall furnish to the AGENCY's Educational Director or designee, a pre-semester schedule of dates and number of students expected prior to the assignment of such to AGENCY.

I. DISTRICT shall require that any change in the student's enrollment health status will be evaluated on an individual basis.

J. DISTRICT warrants that each of its District instructors supervising, or participating in clinical instruction at AGENCY, will be duly licensed and/or certificated in California, and will meet the DISTRICT'S educational qualifications, and shall meet the requirements of Section 100150 of Title 22 of the *California Code of Regulations*.

K. DISTRICT shall comply and certify to AGENCY that each student, employee, and instructor reporting to the Clinical Facilities has received the training required by the

OSHA bloodborne pathogens standard, Section 5193 of Title 8 of California Code of Regulations.

L. DISTRICT shall ensure that each student, instructor, and employee in the Program shall comply with all federal, state, and local occupational health and safety, and environmental statutes and regulations, and complies with the OSHA bloodborne pathogens standard, Section 5193 of Title 8 of *California Code of Regulations*.

M. DISTRICT shall at the first opportunity following receipt of notice, transfer students or instructors who are unable to properly perform their clinical assignments.

N. DISTRICT shall have student execute a statement of student responsibilities, a confidentiality statement, and if required, a student hepatitis B vaccine declination, in the forms attached hereto, marked Exhibits: "A", "B", and "C" respectively, and are incorporated into this Agreement through this reference.

2. GENERAL RESPONSIBILITIES OF AGENCY

A. AGENCY shall provide clinical experience and observation opportunities of educational value appropriate for the learning experience for students designated by DISTRICT. When available, these experiences shall include all emergency patients.

B. AGENCY shall accept an appropriate number of students as agreed upon by both parties for clinical experience to assure maximum learning experience in each clinical area.

C. AGENCY shall provide an Educational Director, acceptable to the DISTRICT, who shall assist in coordination of the Program, and if requested by the DISTRICT instructor, shall obtain AGENCY staff members as resource people.

D. AGENCY shall assist students in maintaining records of student attendance and achievement, and a log of student participation in patient care. Such records shall be available for review at all times and submitted on a schedule developed by the DISTRICT.

E. AGENCY shall provide to the extent available, suitable classroom facilities, storage space for teaching materials, and suitable lockers for student possessions.

F. AGENCY shall provide students access to medical records as appropriate for documentation of patient care.

G. AGENCY recognizes that DISTRICT is responsible for the learning experiences of students, but reserves the right in all problem situations requiring immediate solution, to resolve the situation in the favor of the patient, placing the student in the position of observer, with subsequent clarification to follow between the instructor and AGENCY.

H. AGENCY reserves the right to terminate, with cause, at any time the clinical experience of any student.

I. AGENCY shall provide qualified, licensed personnel adequate in number, in each area where students are receiving clinical experience in order to ensure safe continuous health care services to the patients.

J. AGENCY shall not decrease their customary number of staff as a result of the assignment of students in the Program.

K. AGENCY will retain responsibility for those patients assigned to the Program.

L. AGENCY shall, at any time when a student or faculty is participating in the clinical experience at AGENCY, provide to students and faculty necessary medical assessment to determine the severity of any injury or illness that occurs at its facilities and provide, as appropriate, first aid services, or use the District's standard protocol for workers' compensation claims by sending an individual to a workers' compensation clinic, unless the injury or illness is determined to be serious enough to require immediate care. AGENCY, unless emergency medical attention is required, shall first consult with the DISTRICT prior to providing any medical care.

3. DISTRICT AND AGENCY FURTHER AGREE THAT

A. Designated students shall be subject to the rules and regulations of both DISTRICT and AGENCY.

B. DISTRICT and AGENCY shall mutually agree upon the dates and hours for the clinical experience assignments.

C. Students shall receive no salary or stipend for the service they may give in the course of the clinical experience.

D. Neither DISTRICT nor AGENCY will furnish any uniform, transportation, or laundry service for students.

E. The ratio of field instructor to student shall comply with Title 22 of *California Code of Regulations*, Section 100153, incorporated into this Agreement by this reference, and shall not exceed one to one in the clinical areas.

F. No more than one student shall be assigned to an AGENCY response vehicle at any one time during the field internship.

G. DISTRICT and AGENCY shall maintain the standards of the Program at a level equal to or exceeding the standards set forth by the State Department of Health Services, and Title 22 of the *California Code of Regulations*.

H. The academic personnel of DISTRICT shall share with AGENCY in the supervision of students in clinical activities. The person to whom the student is required to report and who is not an academic personnel of DISTRICT shall be either a physician, registered nurse, or physician assistant, currently licensed in California, or a Paramedic currently licensed in California, and shall satisfy the requirements of Section 100150 of Title 22 of the *California Code of Regulations*.

4. INSURANCE

A. Prior to execution of this Agreement, DISTRICT and AGENCY must obtain at its own cost and expense, and keep in force and effect during the term of this Agreement including all extensions, the insurance specified in this Section 4.

B. DISTRICT and AGENCY shall maintain insurance or self-insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

i. Professional Medical and Hospital Liability self-insurance with limits of two million dollars ($2,000,000) per occurrence, with a general aggregate of four million dollars ($4,000,000). If such insurance is written on a claims-made form, it shall continue for five (5) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement. In the event that a claims-made policy is canceled or non-renewed, then extended reporting (tail) coverage for the remainder of the five (5) year period shall be obtained.

ii. General Liability Self-Insurance Program with a limit of one million dollars ($1,000,000) per occurrence and a general aggregate of four million dollars ($4,000,000). If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.

iii. Workers' Compensation Self-Insurance Program covering DISTRICT'S and AGENCY'S full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

iv. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

C. It should be expressly understood, however, that the coverages required under this Section 4 shall not in any way limit the liability of DISTRICT and AGENCY.

D. The coverages referred to under paragraph B of this Section 4 shall include DISTRICT and AGENCY as an additional insured. Certificates shall further provide for thirty (30) days' advance written notice to DISTRICT and AGENCY of any modification, change or cancellation of any of the above self-insurance coverages.

5. MUTUAL INDEMNIFICATION

AGENCY and DISTRICT shall save, defend, indemnify and hold the other, including its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorney fees, or claims for injury or damages that are not caused by or result from the negligent acts or omission of the other, including its officers, agents or employees.

6. NONDISCRIMINATION

Neither AGENCY nor DISTRICT will discriminate against any person because of race, color, religion, ancestry, national origin, disability, marital status, age, sexual orientation, gender or any basis that is contained in the prohibition of hate crimes set forth in section 422.6 of the *Penal Code*.

7. RELATIONSHIP

A. Students, while participating in the Program, and receiving college credit, pursuant to this Agreement, shall not be considered employees of AGENCY. AGENCY does not assume any liability under law relating to workers' compensation, on account of any act of any student performing, receiving experience and training (clinical or not), or traveling pursuant to the Agreement. When the students are under the jurisdiction or control of AGENCY, they will be covered for Workers Compensation by DISTRICT, pursuant to Section 78249 of the California Education Code.

B. The relationship of AGENCY and DISTRICT shall be that of independent contractor. Neither party shall be considered the agent or employee of the other. Neither shall exercise control or direction over the other while performing their respective obligations under this Agreement. Neither party intends to create a partnership or joint venture by entering into this Agreement.

8. WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this Agreement will not be deemed a waiver of any subsequent breach of the same or a different provision.

9. TERMINATION OF AGREEMENT

This Agreement shall be effective as of date of execution and shall continue through the end date as stated in item 10 of this agreement, and may be subject to cancellation. Either party may terminate this Agreement by giving ninety (90) days written notice. Said notice shall be mailed by certified mail, return receipt requested, and ninety (90) days shall begin on the date of receipt thereof. Such termination shall have no effect upon those students then enrolled in the Program at AGENCY.

10. DATE OF AGREEMENT

This Agreement shall be effective as of the date of final signature and shall continue to be in effect for a five (5) year period, terminating on June 30, 2028.

11. MODIFICATION

No modification, amendment, supplement to this Agreement, or waiver of any provision of this Agreement, shall be binding upon the parties unless made in writing and duly signed by all parties hereto.

12. SURVIVING SECTIONS

All obligations under this Agreement, which are continuing in nature, shall survive the termination or conclusion of this Agreement.

13. ASSIGNMENT

Either DISTRICT or AGENCY may not assign this Agreement without the express written consent of the other.

14. RULES OF CONSTRUCTION

The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either DISTRICT or AGENCY. Section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way limiting or amplifying the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural, as the identifications of the person or persons, entity or entities, may require.

15. ENTIRE AGREEMENT

This Agreement contains the final, complete, and exclusive agreement between the parties hereto. Any prior agreements, promises, negotiations, or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty, or representation by any party or any representative of any party other than those expressly contained herein. Each party hereto has carefully read this Agreement and signs the same of its own free will.

16. GOVERNING LAW

This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed by and under the laws of the State of California.

17. COUNTERPARTS

This Agreement may be executed in counterparts, and all such counterparts together shall constitute the entire agreement of the parties hereto.

18. SEVERABILITY

The provisions of this Agreement are specifically made severable. If any clause, provision, right, and/or remedy provided herein are unenforceable or inoperative, the remainder of this Agreement shall be enforced as if such clause, provision, right, and/or remedy were not contained herein.

19. AUTHORIZATION

The undersigned individuals represent that they are fully authorized to execute this Agreement on behalf of the named parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the final signature as listed below.

OXNARD FIRE DEPARTMENT/CITY OF OXNARD

Program Administrator

Name Alexander Hamilton Date _____

Title Fire Chief Email alexander.hamilton@oxnard.org

Signature _____

Agency Authorized Signature

Name Alexander Nguyen Date _____

Title City Manager Email _____

Signature _____

APPROVED AS TO FORM:

Name Stephen M. Fischer Date _____

Title City Attorney Email _____

Signature _____

VENTURA COUNTY COMMUNITY COLLEGE DISTRICT

Program Administrator

Name Debbie Newcomb Date _____

Title Dean, Career Education I Email dnewcomb@vcccd.edu

Signature _____

Campus Authorization

Name Kimberly Hoffmans Date _____

Title President, Ventura College Email khoffmans@vcccd.edu

Signature _____

District Administrative Center

Name David El Fattal Date

Title Vice Chancellor, Bus and Admin Svcs Email delfattal@vcccd.edu

Signature

EXHIBIT "A"

STATEMENT OF STUDENT RESPONSIBILITIES REGARDING AGENCY AND DISTRICT TRAINING PROGRAM

1. If requested, provide proof of immunization or documented immunity against tetanus, pertussis, diphtheria, rubella, rubeola, varicella, hepatitis B, and a current PPD or tuberculosis evaluation. A hepatitis B vaccine series waiver may be submitted in lieu of vaccine.

2. Conform to all applicable AGENCY policies, procedures, and regulations, and such other requirements and restrictions as may be mutually specified and agreed upon by the designated representative of AGENCY and DISTRICT.

3. *Additional Rules and Regulation which a student must be noticed of and/or expected to comply with:*

   _____

   _____.

Signed: _____ Date: _____

Print Name: _____

EXHIBIT "B"

STUDENT ACKNOWLEDGEMENT OF PATIENT CONFIDENTIALITY

The undersigned hereby recognizes that medical records, patient care information, personnel information, reports to regulatory agencies, and conversations between or among any health care professionals regarding patient matters are considered confidential, and should be treated with utmost confidentiality. If it is determined that a breach of confidentiality has occurred as a result of my actions, I can be liable for damages that result from such a breach, and possible termination from the Program.

Signed: _____ Date: _____

Print Name: _____

EXHIBIT "C"

HEPATITIS EXHIBIT FORM

VENTURA COLLEGE HEALTH SCIENCES DEPARTMENT

HEPATITIS B VACCINE DECLINATION (WAIVER)

I have been informed and understand that due to my participation in this course and possible exposure to blood and/or other potentially infectious materials that I am at risk of acquiring Hepatitis B virus (HBV). I have been advised, and given the opportunity to be immunized for a fee with Hepatitis B vaccination and screened for immunity to Hepatitis B. However, I decline the Hepatitis B vaccination and screening, and understand that by declining, I continue to be at risk of acquiring Hepatitis B, which is known to be a serious disease.

Signed:_____Name:_____Date:_____

VERIFICATION OF COMPLETION OF THE HEPATITIS B SERIES WITH PROOF

I have fully completed the Hepatitis B vaccine series and have proof of the three vaccines or lab work demonstrating immunity.

Signed:_____Name:_____Date:_____

Rev. 03/29/17

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.4

DATE: November 7, 2023

TO: City Council

FROM: Alexander Hamilton, Fire Chief, (805) 385-7700, alexander.hamilton@oxnard.org

SUBJECT: Authorize Blanket Purchase Orders for Allstar Fire Equipment Co. and L.N. Curtis & Sons for a Not to Exceed (NTE) Amount of $500,000 and $1,000,000 respectively through June 30, 2024.

RECOMMENDATION

That the City Council authorize the Mayor to execute Blanket Purchase Orders (BPOs) with the following vendors:

1. Allstar Fire Equipment Co. (Allstar) for a total amount NTE $500,000 for the purchase of structural firefighting personal protective equipment (PPE) and tools.
2. L.N. Curtis & Sons (L.N Curtis) for a total amount NTE $1,000,000 for the purchase of firefighting tools and equipment for wildland and tools mounted on response vehicles.

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

BACKGROUND

A blanket purchase order (BPO) is an agreement established with a vendor to fill repetitive needs for goods. BPOs make it easier for the vendor and departments to fill recurring needs, while using the City's full buying power by taking advantage of quantity discounts, saving administrative time, and reducing paperwork. BPOs are established as purchase orders with a maximum order amount or not to exceed (NTE) amount, rather than for a specific amount. BPOs with an annual NTE amount greater than $200,000 require the Mayor or most senior Council Member’s approval and signature.

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 Department will establish the blanket purchase orders as non-encumbered contracts and submit purchase requisitions against the contracts as needed for funded items in the Department's Fiscal Year 2023-24 operating, grant, and special project budgets. Appropriations in the amount of $460,000 (General Fund 101), $180,000 (Grant Fund 200), and $495,000 (Lease Purchase Equipment Fund 313) are currently budgeted. Additional purchase orders will be awarded only if additional funding is identified through budgetary savings, approved increases in appropriations, or new grant funding. The Department will return to Council to request additional appropriations should that be necessary.

COMMITTEE OUTCOME

The Finance & Governance Committee approved 3-0 on September 26, 2023 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Fara Ravan, Administrative Services Support Supervisor

ATTACHMENTS
None

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.5

DATE: November 7, 2023

TO: City Council

FROM: Jeff Pengilley, Community Development Director, (805) 385-8208, jeff.pengilley@oxnard.org

SUBJECT: Deferred Development Impact Fee Agreement for Lockwood I and II Senior Apartment Projects.

RECOMMENDATION

That the City Council:

1. Approve and authorize the Mayor to execute an agreement (A-8538) with Vintage at Lockwood, LP, a California limited partnership deferring development impact fees, until the time of final inspection or the date the certificate of occupancy is issued, whichever comes first, in the amount of $3,814,360.30 for the Lockwood I Senior Apartments Project PZ 21-535-05 (Density Bonus) & PZ 21-500-01 (Special Use Permit) located at 2001 Outlet Center Drive; and
2. Approve and authorize the Mayor to execute an agreement (A-8539) with Vintage at Lockwood, LP, a California limited partnership deferring development impact fees, until the time of final inspection or the date the certificate of occupancy is issued, whichever comes first, in the amount of $3,701,298.87 for the Lockwood II Senior Apartments Project PZ 21-535-06 (Density Bonus) & PZ 21-500-10 (Special Use Permit) located at 2152 Lockwood Street.

(This item did not originate in Committee. Both the Lockwood I & Lockwood II Senior Apartment projects were approved by the Planning Commission. Also, pursuant to Government Code Section 66007, the City must allow for the deferral of these impact fees and charges upon request).

BACKGROUND

Lockwood I Senior Apartments
On December 16, 2021, the Planning Commission approved Resolution No. 2021-51 for the construction of a 100 percent affordable, 173 unit four-story senior apartment project (62 or older), under PZ No. 21-500-01 (Special Use Permit) and PZ No. 21-535-05 (Density Bonus) located at 2001 Outlet Center Drive (APN: 213-0-090-305). The 3.60 acre site is within the Business Research Park land use designation and the Business Research Park - Affordable Housing Discretionary (BRP-AHD) zone district and developed under the Affordable Housing Discretionary (AHD) Additive Zone regulations. All appeals have ended for the development project and plans have been submitted for building plan check.

Lockwood II Senior Apartments
On May 5, 2022, the Planning Commission approved Resolution 2022-23 which allowed for the construction of a 100 percent affordable, 168 unit four-story senior apartment project (62 or older), under PZ No. 21-500-10 (Special Use Permit) and PZ No. 21-535-06 (Density Bonus) located at 2152 Lockwood Street (APN: 213-0-090-295). The 3.08 acre site is within the Business Research Park land use designation and the Business Research Park - Affordable Housing Discretionary (BRP-AHD) zone district and developed under the Affordable Housing Discretionary (AHD) Additive Zone regulations. All appeals have ended for the development project and plans have been submitted for building plan check.

DISCUSSION

Because Lockwood Apartments I and II are 100 percent affordable housing projects, the developer has the right to request that the City defer payment of specific fees and charges for the project until the date of the final inspection, or until the date the certificate of occupancy is issued for each building (whatever occurs first). State law mandates that the City defer these fees and charges upon request (Government Code Section 66007). The statute, however, authorizes the City to require that the developer enters into a binding agreement that will be recorded against the property to secure payment of the fees and charges. In addition, the City can require that the developer post a letter of credit or performance bond as additional security that the developer will pay the fees and charges.

The City has prepared an Agreement Affecting Real Property/Deferral of Impact Fees for each project to facilitate the deferral of the development impact fees in the amount of $3,814,360.30 for Lockwood I Senior Apartments (Attachment 1) and in the amount of $3,701,298.87 for Lockwood II Senior Apartments (Attachment 2). The agreement will secure the developer's obligation to pay the deferred City fees and charges and will be executed prior to the issuance of Building Permits. City staff is requesting that the Mayor be given authority to execute the agreement on behalf of the City.

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

Development Impact Fees are recorded in various Development Impact Fee Funds and Enterprise Funds; the adopted Fiscal Year 2023-24 budget does not include estimated revenues for this specific item. There is unlikely to be any financial impact for this action as the fees due for the development will be paid by the developer prior to occupancy of the residential units that may not be completed within FY2023-24.

COMMITTEE OUTCOME

This item did not originate in Committee. Both the Lockwood I & Lockwood II Senior Apartment projects were approved by the Planning Commission (December 16, 2021 and May 5, 2022 respectively).

Prepared by: Marcum Caldwell, Associate Planner

ATTACHMENTS

1. Agreement Affecting Real Property - Deferral of Impact Fees (Lockwood I Senior Apartments) (A-8538)
2. Agreement Affecting Real Property - Deferral of Impact Fees (Lockwood II Senior Apartments) (A-8539)

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

City of Oxnard
City Clerk's Office
300 West Third Street
Oxnard, California 93030

No Recording Fee Required in Accordance with Government Code Section 6103

A-8538 **(Space Above for Recorder's Use Only)**

AGREEMENT AFFECTING REAL PROPERTY
DEFERRAL OF IMPACT FEES

This AGREEMENT AFFECTING REAL PROPERTY DEFERRAL OF IMPACT FEES is made and entered into this ____ day of _____, 2023, by and between Vintage at Lockwood L.P., a California limited partnership ("Owner"), and the City of Oxnard, a California Municipal Corporation ("City").

WHEREAS, Owner is the owner of that certain property located in the City of Oxnard, County of Ventura, State of California that is more fully described in Exhibit A, which is attached hereto and incorporated herein by this reference; and

WHEREAS, Owner has received approval to develop the Property pursuant to Planning and Zoning Permit Nos. 21-500-01 (Special Use Permit) and 21-535-05 (Density Bonus Permit) (hereinafter, the "Project"); and

WHEREAS, Owner has requested that the City defer specific impact fees associated with the Project, as specified in Exhibit B, which is attached hereto and incorporated herein by the reference (hereinafter, the "Fees"); and

WHEREAS, pursuant to Government Code Section 66007, subd. (a), the City shall not require the payment of the Fee until the date of the final inspection or the date the certificate of occupancy is issued, whichever occurs first; and

WHEREAS, pursuant to Government Code Section 66007, subd. (c), if the Fees are not fully paid prior to issuance of a building permit for construction of any portion of the Project, the City may require the Owner to execute a contract to secure payment of the Fees;

WHEREAS, pursuant to Government Code Section 66007, subd. (b)(2)(A), if the Fees are not fully paid prior to issuance of a building permit for construction of any portion of the Project, the City also may require that the Owner post a performance bond or a letter of credit from a federally insured, recognized depository institution to guarantee payment of the Fees.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, promises, and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the parties hereto do hereby agree as follows:

1. The Recitals above are true and correct and constitute an enforceable provision of this Agreement.
2. Owner acknowledges that it owes the City the sum of Three Million Eight Hundred Fourteen Thousand Three Hundred Sixty Dollars and Thirty Cents ($3,814,360.30) for the Fees identified in Exhibit B. To secure the payment of said Fees, Owner hereby grants a lien to City in the Property.
3. In addition, prior to the issuance of any building permit for the Project, Owner shall post a letter of credit from a federally insured, recognized depository institution to guarantee payment of the Fees. At its sole discretion, City may authorize as an alternative to the letter of credit a performance bond issued by a California admitted surety.
4. Owner agrees to pay all the applicable deferred Fees identified in Exhibit B to the City for each building that constitutes part of the Project on or before the date of final inspection or the date a Certificate of Occupancy is issued for that particular building that constitutes part of the Project, whichever occurs first. Deferred utility fees not associated with any specific building on the Property (such as irrigation water meters) shall be paid prior to the activation of the utility service by the City.
5. Owner acknowledges and agrees that if the fees owed to the City pursuant to this Agreement are not paid when due, then the City is authorized to foreclose on its lien against the property, call the performance bond or letter of credit and/or seek all available remedies in equity or at law. ln addition, if the water and/or sewer fees payable pursuant to the terms of this Agreement are not paid when due, the Owner acknowledges and agrees that the City is authorized to disconnect water and sewer services to the specific buildings on the property identified in Exhibit B for which water and/or sewer fees have not been timely paid.
6. Owner further agrees to comply with all requirements and provisions of the Oxnard City Code.

7. If Owner fails to pay the deferred Fees when due, Owner agrees that the final inspection or issuance of the Certificate of Occupancy shall be null and void and shall have no legal force or effect.
8. This Agreement shall be governed by and construed and enforced under the Constitution and laws of the State of California. Venue for any legal actions involving this Agreement shall solely rest with the Superior Court in the County of Ventura.
9. The waiver by any party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions, ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance or law. Waiver shall not be deemed effective until and unless signed by the waiving party.
10. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
11. This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.
12. If any portion of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full] force and effect and shall in no way be affected, impaired, or invalidated.
13. This Agreement constitutes the complete, entire, exclusive, and final agreement and understanding between the parties as to the subject matter herein, superseding all negotiations, prior discussions, and preliminary agreements or contemporaneous understandings, written or oral.
14. The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.
15. This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

THE CITY:

CITY OF OXNARD, a public body,
corporate and politic

Date:_____ By:_____
John C. Zaragoza,
Mayor

ATTEST:

By:_____
Rose Chaparro,
City Clerk

APPROVED AS TO FORM:

By:_____
Stephen M. Fischer,
City Attorney

[Signatures continue on next page]

OWNER:

Vintage at Lockwood, L.P.,
a California Limited Partnership

By: Vintage at Lockwood Partners, LLC,
a California Limited Liability Company,
its Administrative General Partner

By:_____
Socorro Vasquez,
Executive Director

Exhibit A
Legal Descriptions

PARCEL B:

PARCEL 2 AS SHOWN ON CERTIFICATE OF APPROVAL FOR PARCEL MAP WAIVER NO. PZ 21-300-03, AS EVIDENCED BY DOCUMENT RECORDED DECEMBER 3, 2021 AS INSTRUMENT NO. 2021001981340 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOW: THAT PORTION OF PARCEL 2 OF PARCEL MAP NO. 18-300-10, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 72, PAGES 67 TO 69 INCLUSIVE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID PARCEL 2 DISTANT THEREON SOUTH 89° 56' 10" EAST 243.62 FEET FROM THE SOUTHWEST CORNER OF SAID PARCEL 2, THENCE, 1ST NORTH 0° 04' 22" EAST 526.98 FEET TO THE NORTHERLY LINE OF SAID PARCEL 2 SAID NORTHERLY LINE BEING THE CENTER OF LOCKWOOD STREET AS SHOWN ON SAID PARCEL MAP. EXCEPT ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND LYING 500 FEET BELOW THE SURFACE THEREOF, WITHOUT, HOWEVER, THE RIGHT TO ENTER UPON THE SURFACE OR UPPER 500 FEET OF THE SUBSURFACE OF SAID LAND, AS RESERVED BY STATE OF CALIFORNIA BY GRANT DEED RECORDED NOVEMBER 13, 1992 AS INSTRUMENT NO. 93-92-207279 OF OFFICIAL RECORDS. EXCEPT ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND LYING 500 FEET BELOW THE SURFACE THEREOF, WITHOUT, HOWEVER, THE RIGHT TO ENTER UPON THE SURFACE OR UPPER 500 FEET OF THE SUBSURFACE OF SAID LAND, AS RESERVED BY FRANCES ANA FRIEDRICH, TRUSTEE OF THE FRANCES ANNA FRIEDRICH TRUST UNDER INSTRUMENT DATED MARCH 9, 1993 BY GRANT DEED RECORDED DECEMBER 14, 1993 AS INSTRUMENT NO. 93-238961 OF OFFICIAL RECORDS.

FOR CONVEYANCING PURPOSES ONLY: 213-0-090-305 (AFFECTS PARCEL B)

Exhibit B

Growth Fee	$761,689.59
Park & Rec. Fee	$890,531.34
Mobility Fee	$432,361.60
Water Capitol Fac. Fee:	$11,939.00
Water Meter Only	$525.00
Water Resource	$97,708.00
Sewer Conn WWTP Resid	$477,857.14
Sewer Connect Conv	$183,442.28
Traffic Impact Fee	$891,029.58
Public Art Fee	$67,276.77
TOTAL:	**$3,814,360.30**

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

City of Oxnard
City Clerk's Office
300 West Third Street
Oxnard, California 93030

No Recording Fee Required in Accordance with Government Code Section 6103

A-8539 **(Space Above for Recorder's Use Only)**

AGREEMENT AFFECTING REAL PROPERTY
DEFERRAL OF IMPACT FEES

This AGREEMENT AFFECTING REAL PROPERTY DEFERRAL OF IMPACT FEES is made and entered into this ____ day of _____, 2023, by and between Vintage at Lockwood L.P., a California limited partnership ("Owner"), and the City of Oxnard, a California Municipal Corporation ("City").

WHEREAS, Owner is the owner of that certain property located in the City of Oxnard, County of Ventura, State of California that is more fully described in Exhibit A, which is attached hereto and incorporated herein by this reference; and

WHEREAS, Owner has received approval to develop the Property pursuant to Planning and Zoning Permit Nos. 21-500-10 (Special Use Permit) and 21-535-06 (Density Bonus Permit) (hereinafter, the "Project"); and

WHEREAS, Owner has requested that the City defer specific impact fees associated with the Project, as specified in Exhibit B, which is attached hereto and incorporated herein by the reference (hereinafter, the "Fees"); and

WHEREAS, pursuant to Government Code Section 66007, subd. (a), the City shall not require the payment of the Fee until the date of the final inspection or the date the certificate of occupancy is issued, whichever occurs first; and

WHEREAS, pursuant to Government Code Section 66007, subd. (c), if the Fees are not fully paid prior to issuance of a building permit for construction of any portion of the Project, the City may require the Owner to execute a contract to secure payment of the Fees;

WHEREAS, pursuant to Government Code Section 66007, subd. (b)(2)(A), if the Fees are not fully paid prior to issuance of a building permit for construction of any portion of the Project, the City also may require that the Owner post a performance bond or a letter of credit from a federally insured, recognized depository institution to guarantee payment of the Fees.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, promises, and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the parties hereto do hereby agree as follows:

1. The Recitals above are true and correct and constitute an enforceable provision of this Agreement.
2. Owner acknowledges that it owes the City the sum of Three Million, Seven Hundred and One Thousand Two Hundred and Ninety Eight Dollars and Eighty Seven Cents ($3,701,298.87) for the Fees identified in Exhibit B. To secure the payment of said Fees, Owner hereby grants a lien to City in the Property.
3. In addition, prior to the issuance of any building permit for the Project, Owner shall post a letter of credit from a federally insured, recognized depository institution to guarantee payment of the Fees. At its sole discretion, City may authorize as an alternative to the letter of credit a performance bond issued by a California admitted surety.
4. Owner agrees to pay all the applicable deferred Fees identified in Exhibit B to the City for each building that constitutes part of the Project on or before the date of final inspection or the date a Certificate of Occupancy is issued for that particular building that constitutes part of the Project, whichever occurs first. Deferred utility fees not associated with any specific building on the Property (such as irrigation water meters) shall be paid prior to the activation of the utility service by the City.
5. Owner acknowledges and agrees that if the fees owed to the City pursuant to this Agreement are not paid when due, then the City is authorized to foreclose on its lien against the property, call the performance bond or letter of credit and/or seek all available remedies in equity or at law. ln addition, if the water and/or sewer fees payable pursuant to the terms of this Agreement are not paid when due, the Owner acknowledges and agrees that the City is authorized to disconnect water and sewer services to the specific buildings on the property identified in Exhibit B for which water and/or sewer fees have not been timely paid.
6. Owner further agrees to comply with all requirements and provisions of the Oxnard City Code.

7. If Owner fails to pay the deferred Fees when due, Owner agrees that the final inspection or issuance of the Certificate of Occupancy shall be null and void and shall have no legal force or effect.
8. This Agreement shall be governed by and construed and enforced under the Constitution and laws of the State of California. Venue for any legal actions involving this Agreement shall solely rest with the Superior Court in the County of Ventura.
9. The waiver by any party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions, ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance or law. Waiver shall not be deemed effective until and unless signed by the waiving party.
10. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
11. This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.
12. If any portion of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full] force and effect and shall in no way be affected, impaired, or invalidated.
13. This Agreement constitutes the complete, entire, exclusive, and final agreement and understanding between the parties as to the subject matter herein, superseding all negotiations, prior discussions, and preliminary agreements or contemporaneous understandings, written or oral.
14. The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.
15. This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

THE CITY:

CITY OF OXNARD, a public body,
corporate and politic

Date:_____ By:_____
John C. Zaragoza,
Mayor

ATTEST:

By:_____
Rose Chaparro,
City Clerk

APPROVED AS TO FORM:

By:_____
Stephen M. Fischer,
City Attorney

[Signatures continue on next page]

OWNER:

Vintage at Lockwood, L.P.,
a California Limited Partnership

By: Vintage at Lockwood Partners, LLC,
a California Limited Liability Company,
its Administrative General Partner

By:_____
Socorro Vasquez,
Executive Director

Exhibit A
Legal Descriptions

PARCEL A:

PARCEL 1 AS SHOWN ON CERTIFICATE OF APPROVAL FOR PARCEL MAP WAIVER NO. PZ 21-300-03, AS EVIDENCED BY DOCUMENT RECORDED DECEMBER 3, 2021 AS INSTRUMENT NO. 2021001981340 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

THAT PORTION OF PARCEL 2 OF PARCEL MAP NO. 18-300-10, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 72 OF PARCEL MAPS, PAGES 67 T0 69, INCLUSIVE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF SAID PARCEL 2 DISTANT THEREON SOUTH 89° 56' 10" EAST 243.62 FEET FROM THE SOUTHWEST CORNER OF SAID PARCEL 2, THENCE, 1ST NORTH 00° 04' 22" EAST 526.98 FEET TO THE NORTHERLY LINE OF SAID PARCEL 2 SAID NORTHERLY LINE BEING THE CENTER LINE OF LOCKWOOD STREET AS SHOWN ON SAID PARCEL MAP.

EXCEPT ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND LYING 500 FEET BELOW THE SURFACE THEREOF, WITHOUT, HOWEVER, THE RIGHT TO ENTER UPON THE SURFACE OR UPPER 500 FEET OF THE SUBSURFACE OF SAID LAND, AS RESERVED BY STATE OF CALIFORNIA BY GRANT DEED RECORDED NOVEMBER 13, 1992 AS INSTRUMENT NO. 92-207279 OF OFFICIAL RECORDS.

EXCEPT ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND LYING 500 FEET BELOW THE SURFACE THEREOF, WITHOUT, HOWEVER, THE RIGHT TO ENTER UPON THE SURFACE OR UPPER 500 FEET OF THE SUBSURFACE OF SAID LAND, AS RESERVED BY FRANCES ANA FRIEDRICH, TRUSTEE OF THE FRANCES ANNA FRIEDRICH TRUST UNDER INSTRUMENT DATED MARCH 9, 1993 BY GRANT DEED RECORDED DECEMBER 14, 1993 AS INSTRUMENT NO. 93-238961 OF OFFICIAL RECORDS.

FOR CONVEYANCING PURPOSES ONLY: APN 213-0-090-295 (AFFECTS PARCEL A)

Exhibit B

Growth Fee	$739,675.44
Park & Rec Fee	$864,793.44
Mobility Fee	$419,865.60
Water Capitol Fac. Fee:	$11,939.00
Water Meter Only	$525.00
Water Resource	$97,708.00
Sewer Conn WWTP Resid	$464,046.24
Sewer Connect Conv	$178,140.48
Traffic Impact Fee	$865,277.28
Public Art Fee	$59,328.39
TOTAL:	**$3,701,298.87**

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.6

DATE: November 7, 2023

TO: City Council

FROM: Jason Benites, Police Chief, (805) 385-7624, jason.benites@oxnardpd.org

SUBJECT: First Amendment to Agreement with Comsite Pacific, Inc.

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the First Amendment to Agreement (contract number 9642-22-PO) for Comsite Pacific, Inc. dba Pegasus Telecommunications Consulting Group in the amount of $280,000 for a not to exceed contract amount of $445,000 and to extend the term 3 more years until December 31, 2026 for the Oxnard Police Department radio infrastructure consulting.

(This item did not originate in Committee).

BACKGROUND

The Police Department has maintained a trade service agreement with Comsite Pacific, Inc. dba Pegasus Telecommunications Consulting Group, since 2022. Their services are necessary to maintain a high level of training and professionalism, and reduce liability to the City.

The Police Department entered into an agreement with Comsite Pacific, Inc. dba Pegasus Telecommunications Consulting Group on March 1, 2022. The amount of the agreement was not to exceed $165,000. The agreement expired on September 21, 2023.

Since the beginning of this contract, the scope and direction have evolved into the goal of starting the radio infrastructure implementation phase of this project in mid-2024. Comsite Pacific will provide consulting services to the Police Department on the technical and logistical aspects of the radio infrastructure upgrade project.

The purpose of the First Amendment is to extend the agreement from September 22, 2023, through December 31, 2026, and to add additional funds to the agreement to ensure that radio consulting services will continue through the end of the agreement. The amendment will add an additional $280,000 to the original agreement. The total amount of the agreement will not exceed $445,000.

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 net amount of the agreement is $280,00.
There is sufficient funding in the ARPA Project #C2257 (3012131 - Police Radio Communications Upgrade).

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Gaye Lynn Ward, Police Communications Manager

ATTACHMENTS

1. Comsite original agreement
2. Comsite first amendment

AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE

(1) Agreement Start Date: March 1, 2022

(2) Consultant: Comsite Pacific, Inc. dba Pegasus Telecommunications Consulting Group ("PTCG")

(3) Services: Radio Consultants for Radio upgrade project for the Oxnard Police Department. Assisting with writing the RFP for services needed for vendors for this project.

(4) Schedule of Services: See Schedule of Services Exhibit, which is attached hereto and incorporated herein and Schedule of Services Exhibit

(5) Agreement Ending Date: September 21, 2023

(6) Total Agreement Amount: not to exceed $165,000

(7) City's Project Manager: Gaye Lynn Ward

(8) Consultant's Project Manager: Mel Samples

(9) Insurance Coverage: INS-A

(10) Addresses for Notice:

FOR CONSULTANT:	***FOR CITY:***
P.O. Box 1608 Santa Maria, CA 93456-1608 Attn: Raymond Grimes	Gaye Lynn Ward 251 S. C Street Oxnard, CA 93030

(11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:	*CITY'S PROJECT MANAGER:*
pegasustelecom@verizon.net	*Gaye.lyn.ward@oxnardpd.org*

The Agreement for Professional Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

x Scope of Services Exhibit
x Rates and Costs Exhibit
x Insurance Exhibit (INS-)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Consultant" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

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

3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.

6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.

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

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

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager and Department Director. Consultant hereby designates the person in the position listed in "(8) Consultant's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Consultant.

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

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement. Consultant shall include a copy of this Section 12 in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

13. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

14. Hold Harmless, Defense and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying ("design professional") services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all claims, demands, causes of action, damages,

injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

a. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

15. Insurance. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the City's Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City's Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

16. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 16.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion

of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

d. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Consultant shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 16 shall survive the termination of this Agreement.

17. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Consultant or is developed by Consultant in whole or in part at the City's expense.

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

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Consultant shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 17 shall survive the termination of this Agreement.

18. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section 18.

19. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section 19.

20. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services

performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

21. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

22. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

23. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

24. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

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

26. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

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

28. Force Majeure. Neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

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

30. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations,

representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

32. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

33. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

34. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relief to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

35. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

37. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

6/24/2022

☐ John C. Zaragoza, Mayor[2] Date
☒ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ Patricia Garcia, Buyer

ATTEST:

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

APPROVED AS TO FORM:

5/5/22

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

PEGASUS TELECOMMUNICATIONS CONSULTING GROUP[1]

Raymond L. Grimes Owner 6-23-2022 Date

[1] 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.

[2] 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.

SCOPE OF SERVICES EXHIBIT

The Consultant shall provide the following services related to the Oxnard Police Department's radio upgrade project:

Phase 1 - Establish a baseline

1. Review known and/or existing issues
a. Review prior reports, proposals, complaints, and documentation
b. Meet with stakeholders – PD, IT, Facilities, etc. - to determine known deficiencies or already planned changes that may the new system
c. Determine City of Oxnard critical issues, key timing, and project budget

2. Inventory the equipment
a. Verify what features and functions are currently in use and why. Some features may need to be carried forward, others may be replaced by a something more robust in the new technology.

3. Inventory the Sites.
a. Are the location(s) optimal for the desired coverage?
b. Are the existing radio channels and frequency band adequate, or should the new system be based on additional frequencies or an alternative band
c. Perform preliminary RF interference studies

4. Determine likely site improvements or modifications that may be needed to meet R56 or other current standards.
a. Identify risks, benefits, and prospective costs

5. Prepare prospective coverage predictions and possibly begin FCC license efforts

6. Establish a preliminary project deployment timeline

Phase 2 – RFP

1. Prepare performance and P25 standards-based RFP
2. Conduct pre-bid vendor site walks
3. Evaluate responses and select best vendor solution
4. Contract negotiations and award

Phase 3 - Deployment

1. Re-assess project timeline, facility preparations, coverage predictions and FCC license status
2. Detailed design review
3. Equipment shipping and installation
a. Likely recommendation is order, receive, and deploy subscriber equipment (portable and mobile devices) first, balance of system to be deployed per other constraints
b. Likely system staging, test, and verification prior to installation
4. Manage hardware installation and cutover to new system
5. System acceptance tests / coverage acceptance tests
6. Verification and project closeout

RATES AND COSTS EXHIBIT

Pegasus Telecommunications will provide all services proposed and/or negotiated as part of this project at a flat rate of $200 per staff hour expended at either home offices or onsite at Oxnard. Project duration is estimated at 18 months with a total staff expenditure of 750 staff hours (see Item F-2 Budget Narrative for further detail).

There will be no above contract charges for travel, use of test equipment, or internal training. Only in the event that the project and Oxnard request and approve attendance of Pegasus personnel at facilities outside Los Angeles and Ventura Counties for events such as onsite reference verification of other projects or vendors, or factory system acceptance testing. In such an event, charges for travel and lodging will be preapproved by Oxnard and passed through at direct cost.

Pegasus will bill monthly for all services rendered in the prior month with terms of Net 30 days.

INSURANCE EXHIBIT

Exhibit INS-A

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of $1,000,000, with neither Consultant nor listed subconsultants having less than $500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

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

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/09/2021

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

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

PRODUCER Insurance Solutions License #0746539 33302 Valle Rd, Suite 200 San Juan Capistrano CA 92675	**CONTACT NAME:** Alis Maynard **PHONE (A/C, No, Ext):** (949) 348-7400 **FAX (A/C, No):** (949) 201-4515 **E-MAIL ADDRESS:** AlisM@ins-solutions.com
INSURED Comsite Pacific Inc., DBA: Pegasus Telecommunications Consulting Group 3212 Tiger Tail Dr. Los Alamitos CA 90720	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A:** Hiscox Insurance Company Inc. — 10200 **INSURER B:** **INSURER C:** **INSURER D:** **INSURER E:** **INSURER F:**

COVERAGES **CERTIFICATE NUMBER:** 21-22 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			UDC-1627877-BOP-21	09/11/2021	09/11/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			UDC-1627877-BOP-21	09/11/2021	09/11/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Errors and Omissions Retroactive Date: 6/1/2005			UDC-1627877-EO-21	09/11/2021	09/11/2022	Limit: $1,000,000 Aggregate: $2,000,000	Ded: $500

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

RE: Reference Number: 20220
City of Oxnard Insurance Compliance, City, its City Council, officers, employees, agents and volunteers are included as additional insured per the attached endorsement.

CERTIFICATE HOLDER

City of Oxnard Insurance Compliance
PO Box 100085 - OX
Duluth GA 30096

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

Tony Alexander

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HISCOX

Hiscox Insurance Company

Policy Number: UDC-1627877-EO-21
Named Insured: Comsite Pacific Inc. DBA Pegasus Telecommunications Consulting Group
Endorsement Number: 3
Endorsement Effective: September 11, 2021

E5424.1 Blanket Additional Insured Endorsement (PL)

In consideration of the premium charged and on the understanding that this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed that the Professional Liability – US Direct Errors and Omissions Insurance policy is amended as follows:

1. In Clause VI. **DEFINITIONS**, paragraph V., "'**You**' or '**Your**'," is amended to include the following at the end thereof:

   You or **Your** shall also include any **Additional Insured** but only for the **Wrongful Acts** of those contemplated in paragraphs 1., 2. or 3. of the definition of "'**You**' or '**Your**'":

2. The following definition is added to Clause VI. **DEFINITIONS**:

   AI-A. **Additional Insured** means any person(s) or organization(s) with whom **You** have agreed in a written contract or agreement to add them as an additional insured to a policy providing the type of coverage afforded by this Policy, provided the contract or agreement:

   1. is currently in effect or becomes effective during the **Policy Period**; and
   2. was executed before the **Professional Services** from which the **Claim** arises were performed.

3. In Clause III. **EXCLUSIONS**, paragraph F. is deleted in its entirety and replaced with the following:

   F. brought by or on behalf of one **Insured** against another **Insured**; provided, however, this Exclusion will not apply to any **Claim** brought by an **Additional Insured** in any capacity other than that of an **Additional Insured**.

All other terms and conditions remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

HISCOX

Hiscox Insurance Company Inc.

Policy Number: UDC-1627877-BOP-21
Named Insured: Comsite Pacific Inc. DBA Pegasus Telecommunications Consulting Group
Endorsement Number: 26
Endorsement Effective: September 11, 2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED –LESSORS OF PREMISES, CLIENTS

BUSINESSOWNERS COVERAGE FORM

A. The following is added to Paragraph C. **Who Is An Insured in Section II – Liability:**

3. If you have agreed in a written contract or agreement to add them as an additional insured to a policy providing the type of coverage afforded by this insurance, the following persons or organizations are added to this policy as additional insureds:

a. Any person or organization from whom you lease any premises, but only with respect to liability arising out the ownership, maintenance, or use of that part of the premises leased to you.

However, this insurance does not apply to any structural alterations, new construction, or demolition operations performed by or on behalf of the additional insured.

A person or organization s status as an additional insured under this subsection a. ends when you cease to be a tenant in the premises.

b. Any person or organization for whom you are performing operations, but only with respect to liability arising out of:

(1) Your acts or omissions or of those acting on your behalf; and

(2) The performance of your ongoing operations for the additional insured.

A person or organization s status as an additional insured under this subsection b. ends when your operations for that additional insured are completed.

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CITY OF LOS ANGELES HARBOR DEPARTMENT
WORKERS' COMPENSATION WAIVER REQUEST FORM

Completion of this Workers' Compensation Waiver Request form does not confirm waiver. Please complete the following information to initiate a request. Completed and signed request forms may be submitted:

via email to:
Port of Los Angeles Risk management Section at
polariskmgmt@portla.org

via postal mail to:
Port of Los Angeles Risk Management
425 S. Palos Verdes Street
San Pedro, CA 90731

Upon approval of Workers' Compensation waiver, it is agreed that such waiver will apply to all written contracts between City of Los Angeles Harbor Department and the Requesting Company, unless otherwise noted. For questions, please contact the City of Los Angeles Harbor Department's Risk Management section at 310-732-3758.

Requesting Company

Company Name: Consite Pacific. Inc. dba Pegasus Telecomm. Consult. Grp
Address: P.O. Box 1608 City: Santa Maria State: CA Zip: 93456-1608
Contact Person: Raymond Grimes Title: Owner
Phone Number: (562 370) 7744 Email Address: Pegasustelecom @ Verizon.net
Requesting Company's Legal Form:

☐ Sole Proprietor ☐ Limited Partnership ☐ General Partnership ☑ Corporation
☐ Business Trust ☐ Limited Liability Company ☐ Other: _____

Requesting Company shall certify that it is aware of the provisions of Section 3700 of the California Labor code, and that Requesting Company shall comply with such provisions before commencing the performance of tasks under contract with the City of Los Angeles Harbor Department.

Upon employing anyone in a manner that is subject to the Workers' Compensation laws of California, any granted waiver on file will be invalid and Requesting Company shall obtain and submit proof of Workers' Compensation insurance coverage. Proof of coverage must be submitted to KwikComply at https://kwikcomly.org, and the City of Los Angeles Harbor Department's Risk Management section shall be notified within 30 days of the hire.

Does Requesting Company have any employees? ☑ No ☐ Yes (see below)

If Yes is selected, indicate reason for waiver request: _____

_____

Will Requesting Company utilize any subcontractors or independent contractors? ☐ No ☑ Yes

Requesting Company's authorized signature: Raymond L. Grimes

Printed Name: Raymond L. Grimes **Date:** 7/17/2020

PRINT **SUBMIT**

FOR CITY OF LOS ANGELES HARBOR DEPARTMENT USE ONLY:

Approved: ☑ Yes ☐ No

Signature of Reviewer: Jennifer M. Bersales Digitally signed by Jennifer M. Bersales Date: 2020.08.28 10:18:35 -07'00' **Date:** ____/____/____

Comments: *Unless otherwise noted, an approved waiver is valid for up to one year from the date of approval.*

2020-041W; Pegasus Telecommunications Consulting Group is the prime and has two(2) subcontractors(Denis A Marin Consulting and Ken Shearen Consulting)who both have submitted WC waivers and will not utilize any subcontractors.

Form 2019WCWR

CITY OF OXNARD CALIFORNIA

Project Budget Report

Project 22AR56

PD RADIO COMM UPDGRADE

Type: GF - GRANTS - FEDERAL Sub-Type: CP - CAPITAL PROJECT

Manager: CAMPBELL, DELIA

Printed on May 9, 2022
using data current as of May 8, 2022
for FY 2022

Account Number *Account Description*	Budget Project to Date	Budget FY to Date	Expenditures Project to Date	Expenditures FY to Date	Outstanding Encumbrances	Unencumbered Balance Project to Date
Fund 276 - AMERICAN RECOV. REINV ACT						
276-2110-826.81-34 *MINOR EQP-SHOP/FIELD*	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00
276-2110-826.82-09 *SVCS-OTHER PROF/CONTRACT*	2,000,000.00	2,000,000.00	0.00	0.00	0.00	2,000,000.00
276-2110-826.86-06 *MACHINERY AND EQUIPT.-NEW*	1,500,000.00	1,500,000.00	0.00	0.00	0.00	1,500,000.00
276-2110-826.88-02 *FOR CONTINGENCIES*	400,000.00	400,000.00	0.00	0.00	0.00	400,000.00
Fund 276 - AMERICAN RECOV. REINV ACT Total:	**4,000,000.00**	**4,000,000.00**	**0.00**	**0.00**	**0.00**	**4,000,000.00**
Project 22AR56 Total:	**4,000,000.00**	**4,000,000.00**	**0.00**	**0.00**	**0.00**	**4,000,000.00**

Search

Insured Name

Pegasus Telecommunications Consulting

Pegasus Telecommunications

Active Records Only

Advance Search

Insured Tasks **Admin Tools**

View

- Insured
- Notes
- History
- Deficiencies
- Coverages
- Requirements

Add

Edit

Help

Video Tutorials

Deficiencies

Name:	Pegasus Telecommunications Consulting Group
Account Number:	20220
Address:	Po Box 221, Los Alamitos, CA, 90720
Status:	Activity Cycle Complete This Insured Has Deficiencies.

The following deficiencies are according to last validation on :05/09/2022

Deficiencies Information

Waive All Selected | Delete Selected Waivers | Waive All Un-Waived Deficiencies | Update Deficiencies

Coverage	Deficiency	Waived	Waiver Reason	Created By
General Liability	General Liability - Additional Insured Endorsement is not in compliance: * *Additional Insured Endorsement has been sent to Risk Management for approval.	Yes	Business Decision	moremike
	General Liability - We have not received a Primary & Non-			

	General Liability	Contributory Endorsement. * *We have not received the required Primary and Non-Contributory Endorsement	No
	Workers Comp	Workers Comp - Missing Required Workers Compensation Coverages.	No

Major deficiencies are displayed in red.
Minor deficiencies are displayed in black.
Waived deficiencies are displayed in blue.
Future waived deficiencies are displayed in orange.

CITY OF OXNARD

☐ John C. Zaragoza, Mayor[2] Date
☒ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ Patricia Garcia, Buyer

ATTEST:

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

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) 5/15/22 Date

PEGASUS TELECOMMUNICATIONS CONSULTING GROUP[1]

Raymond L. Grimes Owner Date

[1] 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.

[2] 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.

CITY CLERK OXNARD
OCT 13 '22 AM10:54

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment ("First Amendment") to the professional services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 22nd day of September, 2023, by and between the City of Oxnard, a municipal corporation ("City"), and Comsite Pacific, Inc. dba Pegasus Telecommunications Consulting Group ("Consultant"). This First Amendment amends the Agreement entered into on March 1, 2022, by City and Consultant.

City and Consultant agree as follows:

1. The date in Section 5 of the Cover Page of the Agreement is hereby amended to "December 31, 2026."

2. In Section 6 of the Cover Page of the Agreement is hereby amended to "$445,000."

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

[Signatures on next page]

Agreement No._____

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

CITY OF OXNARD

_____ _____
X John C. Zaragoza, Mayor[1] Date
☐Jennifer Yates, Purchasing Agent[2]

PEGASUS TELECOMMUNICATIONS CONSULTING GROUP

_____ _____
Raymond L. Grimes, Owner Date

ATTEST:

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

APPROVED AS TO FORM:

_____ 10/14/25
Stephen M. Fischer, City Date
Attorney (always required)

[1] The City Council must authorize and the Mayor must execute any agreement over $200,000.

[2] The Purchasing Agent may execute any authorized agreement up to $200,000.

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.7

DATE: November 7, 2023

TO: City Council

FROM: Jason Benites, Police Chief, (805) 385-7624, jason.benites@oxnardpd.org

SUBJECT: Resolution Commending Officer David Landsverk for over Twenty-Six Years of Service to the City of Oxnard.

RECOMMENDATION

That the City Council adopt a resolution commending David Landsverk for over twenty-six years of service to the City of Oxnard Police Department.

(This item did not originate in Committee).

BACKGROUND

David Landsverk began his law enforcement career in 1997 when he was accepted into the academy as a Police Officer Trainee.

Throughout his career as a Police Officer, Officer Landsverk held a variety of assignments within the Police Department, including Patrol Officer, Field Training Officer, First-Aid Instructor, and Mobile Command Post Operator.

Officer Landsverk has been a role model and assistant instructor for the DRAGG (Drag Racing Against Gangs & Graffiti) automotive class for the youth in Oxnard.

Officer Landsverk participated in the Police Department's volleyball team during the Corporate Games.

Officer Landsverk was voted Officer of the Quarter in 2015, and was a finalist for the 2015 Officer of the Year.

The City and Police Department extends best wishes to Officer Landsverk on his retirement, and thank him for his service.

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. David Landsverk Resolution

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD COMMENDING DAVID LANDSVERK FOR OVER TWENTY-SIX YEARS OF OUTSTANDING SERVICE TO THE CITY OF OXNARD

WHEREAS, David Landsverk has given over twenty-six years of outstanding service to the City of Oxnard as a member of the Oxnard Police Department; and

WHEREAS, David Landsverk began his law enforcement career in 1997 when he was accepted into the academy as a Police Officer Trainee; and

WHEREAS, throughout his career as a Police Officer, Officer Landsverk held a variety of assignments within the Police Department including Patrol Officer, Field Training Officer, First-Aid Instructor, and Mobile Command Post Operator; and

WHEREAS, Officer David Landsverk has been a role model and assistant instructor for the DRAGG (Drag Racing Against Gangs & Graffiti) automotive class for youth in Oxnard; and

WHEREAS, Officer David Landsverk participated in the Police Department's volleyball team during the industrial games; and

WHEREAS, Officer David Landsverk was voted Officer of the Quarter in 2015 and nominated for Officer of the Year; and

NOW, THEREFORE, the City Council of the City of Oxnard resolves to commend, recognize, and extend its gratitude to Officer David Landsverk for over twenty-six years in law enforcement and 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 7th day of November 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 OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.8

DATE: November 7, 2023

TO: City Council

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

SUBJECT: Encampment Resolution Grant.

RECOMMENDATION

That the City Council:

1. Approve and authorize the Mayor to execute an agreement with the County of Ventura for partnership in delivery of encampment response outreach and case management services in an amount not to exceed $1,163,614.34; and
2. Authorize the City Manager, or designee, to negotiate and execute agreements with local hotel operators for the period between November 1, 2023 and August 30, 2024 to offer non-congregate shelter.
3. Authorize the City Manager, or designee, the ability to appropriate the $1,015,638.88 in grant funds and the General Fund allocation of $200,000 for services in partnership with the Ventura County Health Care Agency.

(This item did not originate in Committee.)

BACKGROUND

On September 19, 2023, the City Council approved receipt of an Encampment Resolution Fund grant from the State of California in the amount of $4,015,638.88 to respond to the continuing need at the homeless encampments located on McWane Boulevard and at Fifth Street east of Harbor Boulevard.

On September 19, 2023, the City Council authorized the City Manager, or designee, to approve budget appropriations for the use of these encampment resolution grant funds. The grant funds will allow the City of Oxnard and the County of Ventura to cooperate on an effort to relocate residents from the above-mentioned encampments in Oxnard and provide interim shelter and support services with subsequent transition to permanent supportive housing units that are actively under construction throughout the City of Oxnard.

DISCUSSION

On September 19, 2023, the City Council approved and authorized the City Manager to execute an agreement with the County of Ventura and the Ventura County Continuum of Care for partnership with delivery of encampment response in an amount not to exceed $663,448.26.

After further consultation and program development with Ventura County Health Care Agency (VCHCA) the new value of the agreement increased by $500,166.08 to a new total of $1,163,614.34. The additional cost includes meals during the interim shelter period, program operations including outreach, case management, alcohol and drug treatment services, and provision of two meals per day. Health Care Agency staff will work onsite with clients to develop housing plans, gather chronic homelessness documentation, and present clients for permanent supportive housing. Staff will also work to integrate the project with existing Health Care for the Homeless services and other supports that clients may be eligible for.

From the Encampment Resolution Fund grant, approximately $2,759,400 are programmed for interim shelter. The City of Oxnard is actively seeking partnerships with local hotel operators to provide interim shelter.

Staff estimates that eighty hotel rooms will be needed for interim shelter and continues to seek hotels to contract. Staff seeks Council authority to negotiate and enter into further agreement with additional hotels subject to review and approval by the City Attorney's office.

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

The awarded grant amount of $4,015,638.88 in addition to the FY2023-24 General Fund adopted budget allocation of $200,000 is sufficient to complete the encampment response.

For Finance Use Only:

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Agreement with the County of Ventura

AGREEMENT FOR PROFESSIONAL SERVICES

COVER PAGE

(1) Agreement Start Date: November 1, 2023

(2) Consultant: Ventura County Health Care Agency

(3) Services: Street Outreach and Case Management within Interim Shelter and Provision of Meals for Program Clients

(4) Schedule of Services: Services shall be provided between November 1, 2023, and October 31, 2024, inclusive.

(5) Agreement Ending Date: October 31, 2024

(6) Total Agreement Amount: $1,163,614.34

(7) City's Project Manager: Emilio Ramirez, Housing Director

(8) Consultant's Project Manager: Jessica Petrillo, CalAIM Program Manager

(9) Insurance Coverage: INS-A

(10) Addresses for Notice:

FOR CONSULTANT:	*FOR CITY:*
Ventura County Health Care Agency	435 South "D" Street
800 South Victoria Ave., L 4615, Ventura CA 93009	Oxnard CA 93030
Attn: Jessica Petrillo	Attn: Emilio Ramirez

(11) Contact Emails:

CONSULTANT'S PROJECT MANAGER	*CITY'S PROJECT MANAGER:*
jessica.petrillo@ventura.org	emilio.ramirez@oxnard.org

The Agreement for Professional Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

☐ Scope of Services Exhibit

☐ Rates and Costs Exhibit

☐ Insurance Exhibit (INS-)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Consultant" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

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

3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.

6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.

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

performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

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

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager and Department Director. Consultant hereby designates the person in the position listed in "(8) Consultant's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Consultant.

10. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant's staff who are assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Consultant's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement. Consultant shall include a copy of this Section 12 in all contracts with its subcontractors, and Consultant shall be responsible for

immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

13. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

14. Hold Harmless, Defense and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying ("design professional") services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to

provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

a. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

15. Insurance. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the City's Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City's Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

16. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 16.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk

and without liability or legal exposure to Consultant.

d. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Consultant shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 16 shall survive the termination of this Agreement.

17. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Consultant or is developed by Consultant in whole or in part at the City's expense.

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

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Consultant shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 17 shall survive the termination of this Agreement.

18. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section 18.

19. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group

identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section 19.

20. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

21. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

22. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, Section 18704 of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

23. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

24. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

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

26. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

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

28. Force Majeure. Neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

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

30. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

32. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

33. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

34. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relief to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

35. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

37. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

John C. Zaragoza
Mayor

Date

CONSULTANT

Barry L. Zimmerman
Health Care Agency Director

Date

Theresa Cho, MD
CEO, Ambulatory Care

Date

ATTEST

Rose Chaparro
City Clerk

Date

APPROVED AS TO FORM

Stephen M. Fischer
City Attorney

Date

SCOPE OF SERVICES EXHIBIT

Name of Agency: Ventura County Health Care Agency / Ambulatory Care

Location Address: 800 South Victoria Avenue, Ventura, CA 93004

Project Name: ERF-2-R Encampment Response Project

Consultant will provide street outreach and case management services and will ensure provision of meals to clients from the homeless encampments known as "5th and Harbor" and "McWane".

The specific areas in which the Consultant will provide services are:

Street Outreach: Consultant will

1. Provide street outreach staff including Community Health Workers and an Alcohol and Drug Treatment Specialist who will locate, identify, and build relationships with encampment inhabitants for the purpose of providing immediate support, intervention, and connections with homeless assistance programs.
2. Create a by-name list of encampment inhabitants along with identified needs for each person.
3. Invite encampment inhabitants to the encampment response program, and if the person agrees, formalize service agreements.
4. Work with each client to get 'document ready' for housing including completing assessments and referrals through the Coordinated Entry System.
5. Facilitate connection of encampment inhabitants to the interim shelter and housing options, including connection to the interim shelter component of this project.

Case Management within Interim Shelter: Consultant will

1. Provide Community Health Workers (CHW) who will provide case management services with clients who have moved from the specified encampments and have moved into the interim shelter component of this program (provided by the City of Oxnard).
2. Ensure that each client is assigned a CHW who will work with the client to create a pathway to permanent housing, including permanent supportive housing units at "Casa de Carmen" and "Central Terrace" that have been prioritized for this project.
3. Assist clients to create a housing plan, including obtaining necessary documentation to move forward in the client's housing connection process. Each client will have a completed VAT assessment and be entered into the Coordinated Entry System (CES).
4. Facilitate linkages to community providers for substance abuse, primary and mental health care, and all other services needed to assist clients in reaching housing stabilization.

Consultant will also maintain records in accordance with the Homeless Management Information System (HMIS), including recording case notes, and provide all required reporting including quarterly reports with fiscal and programmatic data reflecting the progress of this project.

Provision of Meals: Consultant will

1. Ensure the provision of meals to clients for the duration of their enrollment in the interim shelter and case management components of this program.

BUDGET AND REPORTING EXHIBIT

Name of Agency: Ventura County Health Care Agency/ Ambulatory Care

Location Address: 800 South Victoria Avenue, Ventura, CA 93004

Project Name: ERF-2-R Encampment Response Project

Budget Narrative:

Operating costs for the Street Outreach and Shelter Case Management and Provision of Meals for the Encampment Resolution Funding (ERF-2-R) Project.

Budgeted Line Items:

Total Budgeted Amount Not to Exceed $1,163,614.34

For the purpose of this agreement, the not-to-exceed budgeted amount for this 12-month agreement shall be $1,163,614.34, consisting of the following elements:

Budget Category	Authorized Budget
Program Personnel (salary and benefits)	$559,781.04
Provision of Meals for Program Clients	$416,100
Administrative Personnel (salary and benefits)	$176,149.30
Administrative Costs (transportation and cellphones)	$11,584
TOTAL	**$1,163,614.34**

In addition to the above budgeted amounts, Ventura County Health Care Agency will be providing the following personnel in-kind: Community Services Coordinator who will work with eligible clients on housing navigation, and CalAIM Program Manager who will oversee the administration of the program.

Schedule of payment:

Consultant shall invoice the City on a quarterly basis.

INSURANCE EXHIBIT

INS A

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS
AGENDA ITEM NO. L.1

DATE: November 7, 2023

TO: City Council

FROM: Jeff Pengilley, Community Development Director, (805) 385-8208, jeff.pengilley@oxnard.org

SUBJECT: Planning & Zoning Permit No. 23-580-03 (Zoning Text Amendment) Relating to Implementation of the City's Adopted Amended 2021-2029 6th Cycle Housing Element (45min)

RECOMMENDATION

That the City Council:

1. Conduct a public hearing; and
2. Find the Project to be Categorically Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3) (General Rule); and
3. Introduce the following seven ordinances for first reading (by title only) (PZ 23-580-03):

    a. An Ordinance of the City Council of the City of Oxnard amending Accessory Dwelling Unit parking and impact fee requirements in Oxnard City Code (OCC) Section 16-468 & 16-622; and
    b. An Ordinance of the City Council of the City of Oxnard amending the City's Density Bonus Ordinance in OCC Section 16-410; and
    c. An Ordinance of the City Council of the City of Oxnard amending the Emergency Shelter Standards in OCC Section 16-504 and 16-622; and
    d. An Ordinance of the City Council of the City of Oxnard streamlining ordinance provisions, clarifying permitting requirements, simplifying code requirements, and amending requirements on Farmworker Housing, Supportive Housing, Low-Barrier Navigation Center, Single Room Occupancy and Residential Care facilities in OCC Section 16-10, 16-20 to 16-144, 16-148, 16-300, 16-303, 16-333, 16-441 & 16-622; and
    e. An Ordinance of the City Council of the City of Oxnard amending Reasonable Accommodation requirements in OCC Section 16-501.5; and
    f. An Ordinance of the City Council of the City of Oxnard streamlining, clarifying, and simplifying permit procedures for Development Design Review, Special Use Permit Expiration and Major and Minor Modification to Special Use Permit in OCC Sections 16-525, 16-553 and 16-560; and
    g. An Ordinance of the City Council of the City of Oxnard amending the Attached Dwelling Unit standards in OCC Section 16-360.

(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/FMGfFbTJyeg

BACKGROUND

EXECUTIVE SUMMARY

In October 2022, the City of Oxnard's 6th Cycle 2021-2029 Housing Element (Housing Element) was adopted by the City Council and certified by the State of California, Department of Housing and Community Development (HCD). The

forty-two programs identified in the City's Housing Element establish the City's commitment to strategies to meet housing needs and comply with State housing law.

The City Council is being asked to approve seven ordinances to implement the City of Oxnard's certified and Adopted Amended 2021-2029 Housing Element, Programs 6, 9, 22, 27 and 32 that call for specific updates to the City's zoning code to comply with current state housing laws.

If approved, the ordinances will amend to the City's Zoning Code and Downtown Plan to comply with state laws on Acessary Dwelling Unit (ADU) parking, Density Bonus, Supportive Housing, Emergency Shelters, Low-Barrier Navigation Centers, Single Room Occupancy, Farmworker Housing, Residential Care Facilities,and Reasonable Accommodation. The amendments will also create objective design standards and written policies and procedures, clarify code requirements and simplify permitting requirements to comply with State regulatory requirements and laws. A matrix of OCC amendments is provided in Attachment 1 and further analysis is provided in the Planning Commission staff report (Attachment 2).

This report focuses on four changes that were recommended by the Planning Commission at their hearing on September 7, 2023. The changes only affect two of the proposed ordinances. These changes include minor revisions to the Density Bonus Ordinance (Attachment 8), and revisions to the proposed single-room occupancy (SRO) on-site management and parking requirements, and the existing group quarter parking requirements (Attachment 10).
On September 7, 2023 the Planning Commission recommended that City Council approved the proposed ZTA to Chapter 16 of OCC with the following recommended revisions:

1. Minor text revisions identified by staff in an attachment to the Planning Commission at the hearing on September 7, 2023, based on community input; and
2. Revise draft OCC Section 16-441.3(C) to require an on-site manager for SRO developments of 16 or more units and off-site or on-site management for SRO developments with less than 16 units; and
3. Revise OCC Section 16-622 existing off-site parking requirements for Group Quarter style facilities from one space for every 4 farm workers to one space for every six farm workers; and
4. Revise OCC Section 16-622 draft off-site parking requirement for SRO developments to remove all vehicle parking requirements and only require one long term bicycle storage space per unit.

BACKGROUND

Housing Element Programs 6 (Zoning Code Amendments), 9 (Farmworker Housing), 22 (Special Needs Groups), 27 (Parking Standards) and 32 (Senate Bill 35) identify several zoning code amendments that are necessary to bring the City's OCC into compliance with recently adopted State housing laws and address identified constraints to residential development. The proposed zoning text amendments (ZTA) will implement the code amendments identified in the City's Housing Element for Fiscal Year 2022-2023.

This ZTA process is funded under Senate Bill 2 (SB2) specifically to implement the Housing Element. Therefore, revisions were limited to updates necessary to bring the OCC into compliance with identified state laws, streamline ordinance provisions, clarify permitting requirements, simplify code requirements, and address identified constraints to residential development, as outlined in the Housing Element programs.

DISCUSSION

The Planning Commission staff report focuses on the ZTA and provides an analysis of these recommended changes to the Oxnard City Code (Attachment 2). The following is a review of the four changes that were recommended by the Planning Commission at their hearing on September 7, 2023. Each of the recommended changes discussed below have been incorporated into the draft ordinances.

1. Minor Revisions

Prior to the Planning Commission hearing, the City received a public comment letter from Barbara Macri-Ortiz, dated September 6, 2023 (Attachment 3), requesting revisions to the ZTA. Based on the letter, staff compiled a matrix with five recommended revisions that provide clarity and/or correction to existing and proposed OCC text. The revisions

are considered non-substantial. A copy of the matrix is provided in Attachment 4. The Planning Commission recommended the revisions be implemented into the proposed ZTA.

- **Recommend:** Staff concurs with the Planning Commission and recommends that the revisions to OCC Sections 16-24, 16-410 and 16-525 as shown in Attachment 4 be incorporated into the ZTA.

2. Single-Room Occupancy (SRO), Management

A SRO is a form of permanent, affordable rental housing made up of small, often furnished single room units, where tenants usually share a kitchen, bathrooms and laundry. SROs provide a valuable form of affordable private housing for individuals and can serve as an entry point into the housing market for extremely low-income populations, including formerly homeless persons, seniors, and those with disabilities. Housing Element Programs 6 and 22 call for updating the OCC to include SRO development. The OCC presently does not have any development standards for SROs. Accordingly, the ZTA includes a new division under Chapter 16 Section 16-441 specifically for development and operation of SROs. The development standards for SROs are in place of multifamily attached unit development standards and are intended to reduce development costs to accommodate this type of development, including reduced unit size, reduced parking and elimination of balcony, storage and exterior open space requirements.

A public comment letter from Barbara Macri-Ortiz, dated September 6, 2023 (Attachment 3), identified a concern with the requirement to provide 24 hour on-site management, which could be cost prohibitive for smaller SRO development. Many communities require 24 hour management for SRO development, though some specify a threshold of 7, 10 or 12 units before requiring on-site management. Due to the communal nature of SRO housing with shared kitchen, bathroom and common room areas, management access is an important factor in the success of the SRO development.

The Planning Commission recommended that the requirement for "On-site management shall be provided 24 hours a day" be removed from draft Section 16-441.3(C) and replaced with the following text "An SRO facility with 16 or more units shall have an onsite manager. An SRO facility with less than 16 units shall provide a management office either on-site or off-site."

The revision reflects a threshold of 16 units before onsite management is required, thereby reducing costs for smaller SRO development. However, it retains a provision for tenants in smaller SRO facilities to still have access to a management office either on-site or off-site.

- **Recommend:** Staff concurs with the Planning Commission and recommends the following revisions to draft Section 16-441.3(C):

  On-site Management. ~~On-site management shall be provided 24 hours a day~~. An SRO facility with 16 or more units shall have an onsite manager. An SRO facility with less than 16 units shall provide a management office either on-site or off-site.

3. Group Quarter style facilities, Parking

The ZTA proposed various updates to OCC Section 16-622 Schedule of Vehicle Off-Street Parking requirements; however, the ZTA did not propose an update to the Group Quarter parking code requirement. This OCC Section includes a requirement of one off-street space for every four farm workers and one space for every four facility employees, up to four maximum.

The public comment letter from Barbara Macri-Ortiz, dated September 6, 2023 (Attachment 3), identified a concern with the requirement for group quarter parking, as she stated most farm workers who live in group quarters do not have cars. The letter stated the ratio should be one space for every six or eight farm workers.

The Planning Commission deliberated and recommended that the requirement for group quarter style facilities be reduced to one space for every six farm workers.

Although the group quarter parking requirement was not part of the original ZTA, nor was it identified in the Housing Element or required by the State to update, the City could consider a revision to the group quarter parking as a means of addressing constraints to residential development, consistent with Housing Element Program 6.

Following the Planning Commission hearing, staff reviewed group quarter parking requirements in some other communities for comparison with City's existing parking requirement and Planning Commission's recommended change:

COMPARISON OF GROUP QUARTER FOR FARMWORKER PARKING REQUIREMENTS

Community	Group Quarter Parking Requirement
Oxnard (existing requirement)	One off-street space for every four farm workers. One space for every four facility employees, up to four maximum.
Ventura County, CA	Group Quarters for Farmworkers - 1 space for every 4 beds.
City of San Buenaventura, CA	Group residential use types - one and one-half off-street parking spaces for each sleeping room. In the case of dormitories, each 100 square feet of floor area devoted to sleeping quarters shall be considered a sleeping room.
Santa Paula, CA	Roominghouses, boarding houses, dormitories, SROs, farmworker housing/migrant farmworker housing (group quarters) - 1 space per each sleeping room (100 sf of floor area will be considered a sleeping room)
Los Angeles Co, CA	Farmworker, where farmworker housing consists of group living quarters, such as barracks or a bunkhouse, 1 space per 3 beds.
Goleta, CA	Group Residential - 1 space per 4 beds, plus 1 for every 10 units.
Sonoma Co, CA	Farmworker group quarters - one space per four persons housed.
Contra Costa Co, CA	A farmworker housing complex or a farmworker housing center must have at least one off-street parking space for each residential unit or one off-street parking space for every three beds, whichever is more.

Based on the limited comparison, the City's existing requirement of one parking space for every four farm workers is similar to or lower than other communities. Staff does not have enough information at this time to determine if the existing group quarter parking requirement in Oxnard has resulted in underparked or overparked housing.

- **Recommend:** Support the Planning Commission's recommendation. While staff was not originally proposing to make changes to this standard, the proposed change could further reduce constraints to the development of group quarter farmworker housing.

This change is not the final time that such revisions may be considered. Program 41 in the Housing Element calls for an annual Housing Element Workshop. This Workshop is intended to update the community on progress towards Housing Element goals and receive community input on zoning and development standards, including parking, that may constrain affordable housing development. The workshop would be an opportune time to identify additional areas of constraints to development, including a more comprehensive review of the City's parking requirements.

4. Single-Room Occupancy, Parking

As discussed under Item 2, SRO is a proposed new land use, and the proposed development standards for SROs are intended to reduce development costs to accommodate this type of development. The draft proposed ZTA included an SRO parking requirement of one off-street space per unit and one easily accessible, long-term bicycle storage space per two units; or one off-street space per two units and one easily accessible long-term bicycle storage space per unit.

The public comment letter from Barbara Macri-Ortiz, dated September 6, 2023 (Attachment 3), identified a concern with the parking requirement for SRO. The letter stated the ratio should be no more than one off-street space for every three units and 1 bicycle space per unit.

The Planning Commission deliberated and recommended that the vehicle parking requirement for SRO be completely eliminated and only require 1 long-term bicycle storage space per unit. The Planning Commission was concerned that the vehicle parking requirement may be excessive for SRO, creating a barrier to development.

Staff reviewed SRO parking requirements in some other communities for comparison:

COMPARISON OF SRO PARKING REQUIREMENTS

Community	SRO Parking Requirement
Ventura County, CA	Boarding Houses or Single Room Occupancy (SRO) Units) -1 parking space per unit, 1 bicycle space per 8 units (enclosed garages/storage lockers are acceptable).
City of San Buenaventura, CA	Downtown Specific Plan only, No parking spaces are required for single room occupancy units.
Santa Paula, CA	Roominghouses, boarding houses, dormitories, SROs, farmworker housing/migrant farmworker housing (group quarters) - 1 space per each sleeping room (100 sf of floor area will be considered a sleeping room).
Thousand Oaks, CA	Dormitories or clubs with sleeping facilities - 1 for each sleeping room; in case of dormitories, 100 square feet of floor area with sleeping facilities shall be considered a sleeping room.
Goleta, CA	SRO - 1 space per 2 units.
City of Santa Barbara	Fraternities, sororities, dormitories and boarding and lodging houses - 1 space per 4 beds and 1 space per 2 employees.
Pasadena, CA	SRO affordable = 1 space per 4 units; plus 2 spaces for the resident manager. SRO market rate = 1 space per unit; plus 2 spaces for the resident manager.
City of Riverside	SRO - 1 space/dwelling unit
Placer Co, CA	One parking space for each SRO unit, one parking space for the on-site manager where required, and one parking space for each additional employee.
Mt. Shasta, CA	SRO - one space per three rooming units plus one space per two employees on the largest shift, but not less than two spaces plus one space per vehicle used in the operation of the SRO. Projects that have less than one automobile parking space per unit shall provide one easily accessible space for storing and locking a bicycle per unit. For projects that provide one parking space per unit, at least one bicycle storage space for every two units shall be provided.

Based on the limited comparison, a requirement of 1 long-term bicycle storage space per unit and no off-street parking would be considerably lower than other communities. Additionally, if an SRO is located in an area where transit is not available, some parking would still be necessary to avoid an impact to the surrounding neighborhood. While most of the City is within a one-half mile walking distance of public transit, staff recommends ensuring that in the few areas where public transit is not easily accessible that parking is available for residents. Therefore, staff is recommending one change to the Planning Commission's recommendation.

- **Recommend:** Staff does not support the Planning Commission's recommendation to eliminate all vehicle parking. However, Staff supports one off-street parking space per two units, with an exception provided if the SRO is located within one-half mile walking distance of public transit, including transit stations and bus stops. This parking exception is similar to language in the City's ADU ordinance. Staff recommends the following revisions to the draft requirement for SRO parking in Section 16-622:

One off-street space per two units and one easily accessible long-term bicycle storage space per unit.

With the exception of one managers space, off-street vehicle parking is not required when the development is located within one-half mile walking distance of public transit, including transit stations and bus stops;

APPLICABILITY

If adopted, the new regulations would apply to all new development unless the development has vested rights, such as a Development Agreement, vesting tentative map or similar provision of law.

COMMUNITY INPUT AND LEGAL NOTICE

A notice of public hearing was posted in the Ventura County Vida newspaper on and the ordinance changes and notification was sent to the City's Housing Element interested parties list on October 26, 2023.

2030 GENERAL PLAN CONSISTENCY

The proposed ZTA is consistent with several goals and policies included in the 2030 General Plan and will implement the code amendments identified in the City's 2021-2029 Housing Element. Consistency with the 2030 General Plan is defined by the relationship between 2030 General Plan policies and the proposed Project.

The General Plan consistency analysis is identified in Attachment 6.

ENVIRONMENTAL REVIEW

Pursuant to Sections 15060(c)(2) and (3) and 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines, also known as the "general rule" or "common sense exemption," activities that will not result in direct or reasonably foreseeable indirect physical change in the environment and can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment are not subject to CEQA.

The proposed ZTA are regulatory actions that are necessary to bring the OCC into compliance with state housing laws and the City's 2021-2029 Housing Element that was adopted in 2022. As discussed in the attached memorandum and Initial Study (Attachment 5), the proposed amendments to the OCC do not propose or approve any physical development, add new residential sites or units, or increase density for housing beyond those analyzed in the Housing Element IS-MND. 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 City Council approval of the ZTA.

STRATEGIC PRIORITIES

This agenda item supports Economic Development strategy. The purpose of the Economic Development strategy is to focus on the retention and expansion of Oxnard businesses by increasing the skills and employability of our local workforce, invite new business investments, and target site-based redevelopment opportunities.

FINANCIAL IMPACT

No financial impacts to the City are associated with the proposed Zone Text Amendment.

COMMITTEE OUTCOME

This is a Public Hearing and was heard by the Planning Commission, therefore this item did not originate in Committee.

During the Commission's public hearing on September 7, 2023, Commissioners asked a series of questions as a result of staff's presentation. A public comment letter from Barbara Macri-Ortiz, dated September 6, 2023 (Attachment 3) was submitted prior to the meeting and two verbal comments were provided during the public comment period on the Project. The comments generally requested some minor correction and the further reduction of standards. Following Commission deliberation, a motion was made and seconded to modify the proposed ZTA as described in the discussion section of this report. This motion carried 4 (in favor) - 1 (against), with two commissioners absent. The September 7, 2023 Planning Commission meeting can be viewed online at the following link: https://www.youtube.com/watch?v=hWUkTOdsVQk.

The Measure M Presentation for the Planning Commission meeting may be viewed at the following link: https://www.youtube.com/watch?v=EyYwfQruiQs

Prepared by: Joe Pearson II, AICP, Planning & Environmental Services Manager, Heather Davis, Contract Planner

ATTACHMENTS

1. Matrix of OCC Amendments
2. September 7, 2023 Planning Commission staff report (w/o attachments)
3. Public Comments received after publication of Planning Commission staff report
4. Planning Commission Attachment of Minor Updates to Ordinances
5. CEQA Exemption Memorandum and Initial Study
6. 2030 General Plan Consistency Analysis
7. Ordinance - Accessory Dwelling Units
8. Ordinance - Density Bonus
9. Ordinance - Emergency Shelter Standards
10. Ordinance - Streamline, Farmworker Housing, Supportive Housing, Low-Barrier Navigation Center, Single Room Occupancy and Residential Care facilities
11. Ordinance - Reasonable Accommodation
12. Ordinance - DDR, SUP Expiration and Major and Minor Modification to SUP
13. Ordinance - Attached Dwelling Unit standards
14. Presentation

ATTACHMENT 1

SUMMARY OF OCC AMENDMENTS

HE Program	Code Update Topic	OCC Section
6	**Accessory Dwelling Unit** – Eliminate requirement for replacement parking if using garage for an ADU [*Gov. Code §65852.2 subd. (a)(1)(D)(xi)].* Allow ADU parking in existing driveway [*Gov. Code §65852.2 subd. (a)(1)(D)(x)].* Impact fees for ADUs > 750 sf. charge impact fee proportional in size (by sf) to primary dwelling (*State ADU Handbook, Dec 2020 & Gov. Code, §65852.2, subd. (f)(3)).*	OCC Ch 16, Article V Specific Use Requirements, Div 13 ADUs ADU 16-468(D) Off-street parking OCC Ch 16, Article X Off-Street Parking, Div 2 Parking Spaces, Section 16-622 Schedule of Vehicle off-street parking OCC Ch 16, Article V Specific Use Requirements, Div 13 ADUs ADU 16-467(D)(3) General Standards for All Accessory Dwelling Units
6	**Density Bonus -** Update the density bonus ordinance to address recent updates to state law. (*Gov. Code §65915)*	OCC Ch 16, Article V Specific Use Requirements, Div 7A Density bonus, Section 16-410 et seq.
6	**Emergency Shelters** – limit the standards applying to emergency shelters to only those that comply with state law. (*SB2, Gov. Code § 65583)*	OCC Ch16 Article V Specific Use Requirements, Division 18 Emergency Shelters, Section 16-504 et seq. OCC Ch 16, Article X Off-Street Parking, Div 2 Parking Spaces, Section 16-622 Schedule of Vehicle off-street parking
6	**Streamline/Simplify/Remove Barriers** - streamline ordinance provisions, clarify permitting requirements, and simplify the code requirements. Evaluate potential barriers to construction of affordable housing.	OCC Ch16 Article II Definitions, Section 16-10 OCC Ch16 Article III Zones, uses and requirements, Divisions 2 to 9 (Sections 16-20 to 16-144), ● update with residential land use table (in Section 16-22) and commercial land use table (in Section 16-107), consistent with Industrial zone land use matrix format in Section 16-163 that identify where types of housing are allowed and associates permits required in each zone, and ● update with a residential development standards table (in Section 16-23) and commercial development standards table (in Section 16-108), consistent with Industrial zone development standards table format in Section 16-164 OCC Ch 16 Article IV Standards for All Zones, Division 1 General Requirements, Section 16-300 Front Yard on through lots, irregular lots and lots with multiple street frontages, and Section 16-303 Building Height, and Section 16-333 Parking on Residential Property

HE Program	Code Update Topic	OCC Section
6, 9	**Farmworker Housing** – Allow farmworker employee housing that serves six or fewer persons as a single-family structure in all zoning districts where single-family occupancy is allowed in the same way single-family housing is allowed. (*Employee Housing Act, Health and Safety Code § 17021.5, 17021.6, and 17021.8*) Amend zoning to treat employee housing consisting of no more than 12 units or 36 beds as an agricultural use and permitted in the same manner as other agricultural uses in the same zone (*Health and Safety Code § 17021.6*)	Update OCC Ch16 Article III Zones, uses and requirements, Divisions 2 to 9 (Sections 16-20 to 16-144) with new residential and commercial land use tables. (Note, Farmworker Housing is presently a permitted use in the R-1 zone. This update continues the provision in the new matrices in Sections 16-22 & 16-107) Oxnard Downtown Code Table 16-148 Allowed Uses - include Farmworker employee housing that serves six or fewer persons where single family are permitted, and permit Farmworker employee housing with less than 12 units or 36 beds as an agricultural use. Ch16, Article III Zones, uses and requirements, Div 16 CR Community Reserve, Section 16-256 permitted uses, which permits Agriculture, plant husbandry, forestry, Grazing of livestock, corrals, keeping domesticated farm animals) – this zone already permits under 16-256(N) "Farmworker employee housing with up to twelve units or thirty-six beds in compliance with Cal. Health and Safety Code Section 17008(a) in connection with an agricultural workplace and provided by the employer, or Cal. Health and Code Section 17008(b) for all other situations; or, with thirteen or more units or thirty-seven or more beds with approval of a special use permit."
6	**Supportive Housing** – Allow supportive housing without discretionary review in areas zoned for residential use where multifamily and mixed use are permitted (*AB 2162*).	OCC Ch16 Article III Zones, uses and requirements, Divisions 2 to 9 (Sections 16-20 to 16-144) new residential and commercial land use tables Oxnard Downtown Code Table 16-148 Allowed Uses OCC Ch 16, Article X Off-Street Parking, Div 2 Parking Spaces, Section 16-622 Schedule of Vehicle off-street parking
6	**Low-barrier Navigation Center** – Allow without discretionary review in areas zoned for mixed-use and nonresidential zones permitting multifamily (*AB 101*)	OCC Ch16 Article II Definitions, Section 16-10 OCC Ch16 Article III Zones, uses and requirements, Divisions 2 to 9 (Sections 16-20 to 16-144) commercial land use table – allow LBNC with in C2 with non-discretionary SPR Oxnard Downtown Code Table 16-148 Allowed Uses OCC Ch 16, Article X Off-Street Parking, Div 2 Parking Spaces, Section 16-622 Schedule of Vehicle off-street parking
6	**Single Room Occupancy** – Allow SRO in at least one zoning district at affordable rent *(AB 2634*)	OCC Ch16 Article II Definitions, Section 16-10 OCC Ch16 Article III Zones, uses and requirements, Divisions 2 to 9 (Sections 16-20 to 16-144) new residential and commercial land use tables – allow with SUP in R4 and C2 Oxnard Downtown Code Table 16-148 Allowed Uses – allow with SUP in Downtown General

HE Program	Code Update Topic	OCC Section
		OCC Ch 16, Article V Specific Use Requirements, add a division for SRO (16-441) that includes basic development standards for room size, bathrooms on each floor, etc. Density of underlying zone. OCC Ch 16, Article X Off-Street Parking, Div 2 Parking Spaces, Section 16-622 Schedule of Vehicle off-street parking
6 & 27	**Residential Care Facilities** – Allow residential care facilities with 7+ persons as residential use in zones where multifamily permitted, subject only to restrictions that apply to other residential dwellings of the same size and zone. (*AB 686)* Clarify parking requirements for the facilities for elderly – independent living, assisted living, memory care as residential uses rather than health care facilities. (*Fair Housing Act*)	OCC Ch16 Article III Zones, uses and requirements, Divisions 2 to 9 (Sections 16-20 to 16-144) new residential land use tables – Allow with DDR in R2, R3 & R4 Oxnard Downtown Code Table 16-148 Allowed Uses – allow small (<6 person) facilities in DT E and DTEO where single family permitted. Allow large (> 6) in all downtown zones in same manner as multifamily housing OCC Ch 16, Article X Off-Street Parking, Div 2 Parking Spaces, Section 16-622 Schedule of Vehicle off-street parking
6	**Reasonable Accommodation -** Only include objective considerations in compliance with the Fair Housing Amendment Act.	OCC Ch 16, Art V Specific Use Requirements, Div 17 Reasonable Accommodation 16-501.5 Findings and decision – remove finding regarding traffic and parking impact
6	**Permit Procedures – DDR, SUP Extension, Minor & Major Mod -** Streamline ordinance provisions, clarify permitting requirements, and simplify the code requirements. Evaluate potential barriers to construction of affordable housing.	OCC Ch 16, Art VII Permit Procedures, Division 4 Modifications to SUP, Section 16-560 et seq. – codify existing process OCC Ch 16, Art VII Permit Procedures, Division 3 Special Use Permit Expirations, Section 16-560 et seq. – extend to 3 years rather than 1 OCC Ch 16, Art VII Permit Procedures, Division 4 Modifications to SUP, Section 16-560 et seq. – codify existing process
6, 32	**Objective Standards for Multifamily -** Reduce barriers and streamline applications, consistent with Program 6. Provide objective design standards that involve no personal or subjective judgment for multifamily residential development to comply with *SB 330* and for ministerial review of eligible affordable housing projects under *SB35*.	Ch 16 Art V Specific Use Requirements, Division 2 Attached Dwelling Unit Development Standards, Section 16-360 et seq. ● Move existing attached unit design standards into separate design standards section ● Update some existing attached unit development standards ● Add new objective design standards from Additive zone (16-420) and standard conditions of approval

CITY OF OXNARD CALIFORNIA

PLANNING COMMISSION

STAFF REPORT

TO: Planning Commission

FROM: Joe Pearson II, Planning and Environmental Services Manager

Heather Davis, Contract Planner

DATE: September 7, 2023

SUBJECT: **Planning & Zoning Permit No. 23-580-03 (Zoning Text Amendment) Relating to Implementation of the City's Adopted Amended 2021-2029 6th Cycle Housing Element**

1) **Recommendation:** That the Planning Commission ("Commission"):

   a) Review and provide comment on the proposed amendments to Chapter 16 of the Oxnard City Code (OCC) and Downtown Code to comply with California Housing law; and

   b) Recommend the City Council find the Project to be Categorically Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3) (General Rule); and

   c) Adopt Resolution 2023-XX recommending that the City Council adopt the zoning text amendment (ZTA) ordinances (PZ No. 23-580-03), subject to certain findings.

2) **Project Description and Applicant:** The project implements the City of Oxnard certified and Adopted Amended 2021-2029 Housing Element, Programs 6, 9, 22, 27 and 32 that call for specific updates to the City's zoning code to comply with current state housing laws. The proposed amendments implement these programs. Filed by the City of Oxnard Community Development Department - 214 South C Street, Oxnard, CA 93030.

3) **Background Information:** In October 2022, the City of Oxnard's 6th Cycle 2021-2029 Housing Element (Housing Element) was adopted by the City Council and certified by the State of California, Department of Housing and Community Development (HCD). The programs identified in the City's Housing Element establish the City's commitment to strategies to meet housing needs and comply with State housing law. Housing Element Programs 6 (Zoning Code Amendments), 9 (Farmworker Housing), 22 (Special Needs Groups), 27 (Parking Standards) and 32 (Senate Bill 35) identify several zoning code amendments that are necessary to bring the City's OCC into compliance with recently adopted

State housing laws and address identified constraints to residential development. The proposed ZTA will implement the code amendments identified in the City's Housing Element for Fiscal Year 2022-2023.

Executive Summary

The draft ordinances would update the OCC to comply with changes in State housing laws. The following is a list of code revisions identified in the Housing Element:

a) Program 6 Zoning Code Amendments:
   i) Compliance with state Accessory Dwelling Unit (ADU) law by revising ADU parking requirements for garage conversion (This update is also identified in Housing Element Program 27 Parking);
   ii) Compliance with current State Density Bonus law;
   iii) Compliance with state law related to emergency shelters;
   iv) Streamline ordinance provisions clarifying permitting requirements and simplifying code requirements;
   v) Evaluate potential barriers to zoning regulations that impact the construction of affordable housing.
   vi) Compliance with AB (Assembly Bill) 2162 by allowing supportive housing without discretionary review in areas where multifamily and mixed uses are permitted, including in nonresidential zones permitting multifamily uses;
   vii) Compliance with AB 101 by allowing low-barrier navigation centers without discretionary review in areas zoned for mixed-use and nonresidential zones permitting multifamily uses;
   viii) Compliance with AB 2634 by allowing single-room occupancy units in at least one zoning district (This update is also called-out in Housing Element Program 22 Special Needs Groups);
   ix) Compliance with AB 686 by allowing Residential Care Facilities with seven or more persons as a residential use in zones where multifamily housing units are permitted, subject only to those restrictions that apply to other residential dwellings of the same type in the same zone;
   x) Compliance with the Fair Housing Amendment Act by only including findings with objective considerations for persons with disabilities seeking a reasonable accommodation in the provision of housing;
b) Program 9 Farmworker Housing
   i) Compliance with state Employee Housing Act (Health and Safety Code Sections 17021.5, 17021.6, and 17021.8) by addressing farmworker employee housing;
c) Program 27 Parking Standards:
   i) Compliance with the Fair Housing Act by revising parking requirements for residential care facilities;
   ii) Compliance with state Housing law by removing by revising ADU parking requirements for garage conversion (This update is also identified in Housing Element

Program 6);

d) Program 32 Objective Design Standards:
   i) Compliance with SB (Senate Bill) 330 by creating objective design standards and written policies and/or procedures for streamlining approval process and design standards for eligible projects;

4) **Environmental Determination:** Pursuant to Sections 15060(c)(2) and (3) and 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines, also known as the "general rule" or "common sense exemption," activities that will not result in direct or reasonably foreseeable indirect physical change in the environment and can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment are not subject to CEQA.

   The proposed ZTA are regulatory actions that are necessary to bring the OCC into compliance with state housing laws and the City's 2021-2029 Housing Element that was adopted in 2022. As discussed in the attached memorandum and Initial Study (Attachment 2), the proposed amendments to the OCC do not propose or approve any physical development, add new residential sites or units, or increase density for housing beyond those analyzed in the Housing Element IS-MND. 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 City Council approval of the ZTA.

5) **Analysis:** The proposed ordinances will be incorporated into the OCC, Chapter 16 (Zoning Code), Sections 16-10 Definitions; 16-20 to 16-102 Residential land uses and standards; 16-105 to 16-144 Commercial land uses and standards; 16-300, -303 and -333 Standards for all zones; 16-360 to 16-363 Attached dwelling unit standards; 16-410 Density bonus; 16-420 Affordable housing additive zone; 16-441 Single room occupancy (new); 16-468 ADU parking and general standards; 16-401 Reasonable Accommodation; 16-504 Emergency shelters, 16-525 Development design review; 16-553 Special use permit; 16-560 Major and minor modifications; 16-622 Parking; and the Oxnard Downtown Code Table 16-148.

   The proposed project amends the above-listed sections of the City's OCC to bring the OCC into compliance with state housing law and the City's adopted 2021-2022 Housing Element. This section discusses changes made to the existing OCC. The proposed ordinances indicate legislative revisions to the existing code with strikethrough and underline.

   <u>Applicability</u>

   If adopted, the new regulations would apply to all new development unless the development has vested rights, such as a Development Agreement, vesting tentative map or similar provision of law.

Proposed Zoning Code Amendments

The proposed ZTA updates the OCC to comply with current State housing laws, and include minor revisions for internal consistency, clarification on requirements and other minor changes. Because the ZTA are required to comply with State law or involve minor revisions, they are considered minor in nature. The draft ordinances for each proposed Zoning Code Amendment are appended to Attachment 1 and are summarized below. Note, all amendments involving revisions to allowable residential and commercial land uses are included in ordinance in Attachment 1d.:

a) **Accessory Dwelling Units (Attachment 1a).**
Sections 16-468(D) and 16-622: The City fully revised the ADU ordinance in 2020 to comply with state ADU legislation to allow ADUs ministerially. Housing Element Programs 6 and 27 call for an additional update to OCC Sections 16-468(D) and 16-622 to recognize current State law (Government Code 65852.2 subd. (a)(1)(D)(xi)) that replacement of off-street parking spaces cannot be required when ADUs are created through the conversion of a garage, carport or covered parking structure. Accordingly, Subsection D of Section 16-468 has been updated. Consistent with State law provision to allow ADU parking on existing driveways [Government Code Section 65852.2 subd. (a)(1)(D)(x)], a restriction on ADU parking spaces in the required front yard setback has also been removed.

Section 16-467(D)(3): Staff is also proposing a revision to Section 16-467(D)(3) regarding ADU impact fees to be consistent with State ADU guidelines. The state ADU handbook indicates that the impact fees for ADUs that are 750 square feet or larger should be proportional to the existing single family residence, or proportional based on the average square footage of the units within the multifamily structure. The existing code does not distinguish between development on single family and multifamily sites, and is not consistent with State guidelines on proportional impact fees. Note, this revision does not affect ADUs smaller than 750 square feet, which are exempt from utility connection and impact fees.

b) **Density Bonus (Attachment 1b).**
Sections 16-410. In 2018 through 2021, the State adopted substantial new legislation that updated the State Density Bonus law (Government Code 65915 et seq.), including an increase in allowable density bonus up to 50%, an increase in number of incentives, reductions in the affordability requirements for incentives, reduction and waiver of parking requirements under certain circumstances, and removal of the common interest requirement for for-sale development. Pursuant to Housing Element Program 6 staff has prepared an update to the City's Density Bonus ordinance (OCC Section 16-410) to address these updates and bring the City's Density Bonus requirements into compliance with state Density Bonus law. To minimize conflict with future updates to the State Density Bonus, specific percentage requirements for project eligibility have also been

replaced with reference to the applicable Sections of the State Density Bonus law (Cal. Gov't Code, Section 65915).

Staff also updated the numbering within Section 16-410 from letters denoting subsections (16.410A, 16.410B, etc.) to numbers (16-410.1, 16-410.2, etc.) to be consistent with the numbering format for most sections in Chapter 16.

c) **Emergency Shelters (Attachment 1c).**
SB 2 requires that Emergency shelters must only be evaluated against the same standards that apply to other residential and commercial developments, with the exception of certain objective standards/requirements specified by the state, such as the maximum number of beds, length of stay, security, etc. Per SB2, emergency shelter standards must be objective, must encourage and facilitate the approval of shelters, and may not be applied in a manner that renders shelter development infeasible.

Section 16-504 Emergency Shelter Development and Operation Standards. As identified in Section E.4 of the Housing Element, some of the standards for emergency shelters are out of compliance with state law (Government Code Section 65583). The proposed ZTA will update OCC to limit the standards to only those that comply with state law. As discussed in the Housing Element, this includes removing the following standards:

- The emergency shelter operator shall conduct a background check on all prospective patrons using Megan's Law database and restrict patron intake in accordance with State and local registered sex offender residency restrictions.
- Patrons shall not possess or consume alcoholic beverages or illegal drugs while in the shelter, nor shall they possess weapons of any kind while in the shelter.
- Space shall be allocated for each patron consisting of a bed and storage area.
- At least two toilets, one shower and one sink shall be provided for every twenty patrons.
- All items stored outdoors shall be screened from the view of all public rights-of-way.
- Should an emergency shelter be proposed within 300 feet of a school, the development services director or designee may request that the developer/sponsor coordinate with the school district to address potential concerns.

Section 16-622 Schedule of Vehicle Off-Street Parking. The proposed ZTA will update the parking schedule matrix to include Emergency Shelter parking. The parking requirement will be the same as the existing requirement in Section 16-504, which is "One off-street space for the on-site manager."

d) **Streamline/Simplify/Remove Barriers (Attachment 1d)**
Program 6 calls for updates to Chapter 16 of the OCC to streamline ordinance provisions, clarify permitting requirements, simplify the code requirements, and evaluate barriers to affordable housing. Staff have proposed various updates to the OCC to meet these objectives.

Section 16-10 Definitions
A few definitions in Section 16-10 have been updated or expanded to provide clarity and consistency throughout the OCC.

Sections 16-20 to 16-102 Residential Land Use and Standards
To simplify and clarify residential zoning requirements, Article III (Zones, Uses and Requirements) has been updated to be consistent with the format used in the Industrial Zones Division (Sections 16-160 et. Seq.). Under this format, a single Residential Zones Division (Division 2) will replace the separate residential zoning divisions for the R-1, R-2, R-3, R-4 and MHP zones (Divisions 2-6). By consolidating into a single division, the various land use sections can be presented a matrix (Section 16-22) that shows at-a-glance where each land use is allowed in the residential zones and the applicable permit. Development standards have also been placed in a matrix (Section 16-23) to simplify viewing requirements for each zone. Where more detail is necessary, special requirements are included in Sections 16-24 and 16-25. The proposed Residential Zones division also includes sections on the purpose for each zone (Section 16-20) and permit requirements for uses in the residential zones (Section 16-21). With the exception of State housing law updates, the code requirements will remain the same as the existing OCC requirements for the residential zones.

Sections 16-105 to 16-144 Commercial Land Use and Standards.
The format for the commercial zoning requirements is also proposed to be replaced with a single Commercial Zones Division for C-O, C-1 and C-2 zones to simplify and improve navigation of requirements. Similar to the Industrial Zones Division and the Residential Zones Division, the proposed Commercial Zones Division includes a section on purpose for each zone (Section 16-105), a section on permit requirements (Section 16-106), and matrices for allowable land uses (Section 16-107) and development standards (Section 16-108) to simplify identifying requirements for each zone. Special requirements for each zone are also provided in Section 16-109. With the exception of updates to comply with state law, the code requirements will remain the same as the existing OCC requirements for the commercial zones.

Section 16-300, 16-303 and 16-333 Standards for All Zones
General Requirements in Division 1 have been updated or expanded to provide clarity and consistency throughout the OCC, and to remove unnecessary barriers to development. Section 16-300 has been expanded to apply to irregular lots and lots with multiple street frontages and modified to allow the Community Development Director to determine the

front lot line for irregular lot configurations. This revision provides flexibility based on the individual lot, removing a barrier to construction. Section 16-303 Building Heights has been modified for consistency with definitions throughout the OCC. Section 16-333 has been modified to provide a way for developers to propose other driveway surfaces, which would be subject to Director approval. This revision provides flexibility for site development, removing a barrier to construction.

e) **Farmworker Housing (Attachment 1d),**
The City amended the OCC in 2018 to comply with the state Employee Housing Act (Health and Safety Code Sections 17021.5 and 17021.6). To fully comply with the state Employee Housing Act, further amendments are necessary.

Section 16-22 Residential Land Uses, 16-107 Commercial Land Uses and Section 16-148 Downtown Allowed Uses. As outlined in Housing Element Program 9, to comply with the state Employee Housing Act (Health and Safety Code Sections 17021.5, 17021.6, and 17021.8), the OCC must allow farmworker employee housing that serves six or fewer persons as a single family structure in all zoning districts where single-family occupancy is allowed in the same way single-family housing is allowed. The OCC currently defines "Single-family Dwelling" to include farmworker employee housing projects with six or fewer residents as allowed by state law, which is permitted in all residential zones. The OCC also allows farmworker housing with a SUP in the C-2 zone, consistent with requirements for single family housing. The proposed ZTA continues these provisions in the proposed residential and commercial land use matrices in Sections 16-22 and 16-107.

The proposed ZTA also updates Table 16-148 in the Downtown plan to include Farmworker employee housing that serves six or fewer persons as permitted in the DT-E and DT E-O zones where "Dwellings, single family" are permitted, and to permit Farmworker employee housing with less than 12 units or 36 beds as an agricultural use in the DT-E-O, DT-G and DT-C zones.

f) **Supportive housing (Attachment 1d),**
Section 16-22 Residential Land Uses, 16-107 Commercial Land Uses and Section 16-148 Downtown Allowed Uses. Supportive housing is permanent rental housing linked to a range of supportive (social) services designed to enable residents to maintain stable housing and lead fuller lives. The proposed ZTA amends the OCC to allow supportive housing in compliance with AB 2162. This law requires that supportive housing be allowed without discretionary review in areas zoned for residential use where multifamily and mixed uses development are permitted, including in nonresidential zones permitting multifamily uses. The OCC presently allows supportive housing in all residential zones with a Development Design Review (DDR) permit, and in the C-2 zone with a Special Use Permit (SUP). The proposed ZTA includes supportive housing in the proposed

matrices in Sections 16-22 and 16-107 as permitted with a Site Plan Review (SPR) non-discretionary permit in all multifamily residential zones and the C-2 zone.

The proposed ZTA also updates Table 16-148 in the Downtown plan to include supportive housing and transitional housing as permitted in all downtown zones.

Section 16-622 Schedule of Vehicle Off-Street Parking. The proposed ZTA will update the parking schedule matrix to include supportive housing and transitional housing parking. The parking requirements will refer to the applicable parking requirement for single-family or multifamily residence.

g) **Low-barrier Navigation Centers (Attachment 1d).**
AB 101 requires jurisdictions to allow low-barrier navigation centers without discretionary review in areas zoned for mixed-use and in nonresidential zones permitting multifamily uses. This requirement is addressed in the following sections:

Section 16-10 Definitions. The proposed ZTA amends the OCC to include a definition for a Low-Barrier Navigation Center (LBNC). In short, a LBNC is a "Housing First," low barrier, temporary, service-enriched shelter that helps homeless individuals and families to quickly obtain permanent housing.

Section 16-22 16-107 Commercial Land Uses and Section 16-148 Downtown Allowed Uses. The proposed ZTA amends the OCC to allow LBNC by-right in compliance with AB 101 in areas zoned for mixed-use and in nonresidential zones permitting multifamily uses. Specifically, the ZTA adds LBNC as permitted with a Site Plan Review (SPR) non-discretionary permit in the C-2 zone.

The proposed ZTA also updates Table 16-148 in the Downtown plan to include LBNC as permitted in all downtown zones.

Section 16-622 Schedule of Vehicle Off-Street Parking. The proposed ZTA will update the parking schedule matrix to include LBNC parking. The parking requirement will be the same as the current requirement for Emergency Shelters in Section 16-504, which is "One off-street space for the on-site manager."

h) **Single Room Occupancy (SRO) (Attachment 1d).**
The OCC does not explicitly list an SRO as permitted or conditionally permitted use in any zone. HCD identified this as a constraint to establishing SRO facilities in the city.
Housing Element Programs 6 and 22 call for updating the OCC to allow single-room occupancy units in at least one zoning district. SROs are typically allowed in general commercial and/or high-density multifamily zones.

Section 16-10 Definitions. The proposed ZTA amends the OCC to include a definition for SRO. In short, an SRO is a form of permanent, affordable rental housing made up of small, often furnished single room units, where tenants usually share a kitchen, bathrooms and laundry. SROs provide a valuable form of affordable private housing for individuals and can serve as an entry point into the housing market for extremely low-income populations, including formerly homeless persons, seniors, and those with disabilities.

Section 16-22 Residential Land Uses, 16-107 Commercial Land Uses and Section 16-148 Downtown Allowed Uses . The proposed ZTA amends the OCC to conditionally allow SROs in the R-4 and C-2 zones. The proposed ZTA also updates Table 16-148 in the Downtown plan to include SRO as a conditionally permitted in the DT G zone.

Section 16-441 SRO Standards. The OCC presently does not have any development standards for SROs. The proposed ZTA amends the OCC to include a new division under Chapter 16 Article V (Specific Use Requirements) specifically for development and operation of SROs. Standards were derived from typical requirements of other California jurisdictions. SRO development will be subject to the density standard of the underlying zone and will allow unit sizes between 150 and 400 square feet (sf)(except for the manager's unit), which is smaller than the minimum 450 sf unit size in multifamily development. The SRO developments will be required to provide cooking, restroom and laundry facilities, common interior area, reduced parking and 24-hour on-site management. All units will be restricted to very low income households, with the exception of the manager's unit. SRO development will be subject to the attached unit objective design standards in Section 16-362; however, to avoid conflicting development standards, they will not be subject to the attached unit development standards in Section 16-361.

Section 16-622 Schedule of Vehicle Off-Street Parking. The proposed ZTA will update the parking schedule matrix to include Single-Room Occupancy parking. The parking requirement will be the same as the requirement in Section 16-441, which is "One off-street space per unit and one easily accessible, long-term bicycle storage space per two units; or one off-street space per two units and one easily accessible long-term bicycle storage space per unit." This parking standard allows projects to provide less than one space per unit if they are providing long-term bicycle parking for each unit.

i) **Residential Care Facilities (Attachment 1d).**

The OCC presently permits residential care facilities for the elderly serving up to six residents in all residential zones and the C-R zone. Residential care facilities for up to 15 persons are permitted with an SUP in all multi family zones (R-2 to R-4). The C-2 (General Commercial) zone allows residential care facilities for up to 15 persons outright. The C-0 and C-2 zones allow residential care facilities of any size with a SUP.

Section 16-22 Residential Land Uses & and Section 16-148 Downtown Allowed Uses. As required under AB 686, the proposed ZTA amends the OCC to allow Residential Care Facilities with seven or more persons as a residential use in zones where multifamily housing are permitted, subject only to those restrictions that apply to other residential dwellings of the same type in the same zone. The residential land use matrix in Section 16-22 reflects this revision by showing Residential care facilities serving 7 or more persons as permitted in the R-2, R-3 and R-4 zones. The commercial land use requirements were already in compliance.

The proposed ZTA also updates Table 16-148 in the Downtown plan to include "Assisted Living, Residential Care Facility serving six or fewer persons" as permitted in the DT-E and DT-E-Ozones where "Dwellings, single family" are permitted, and "Assisted Living, Residential Care Facility serving seven or more persons" as permitted in all of the Downtown zones in the same manner as multifamily housing.

Section 16-622 Parking for Residential Care Facilities. The OCC 16-622 Schedule of off-street parking currently lists parking for assisted living and nursing homes under health services. Pursuant to Housing Element Program 27, the proposed ZTA will update OCC Section 16-622 to classify parking requirements for the facilities for the elderly – independent living, assisted living, memory care, etc. as residential uses rather than health facilities in compliance with the Fair Housing Act. Parking requirements for assisted living, convalescent homes and nursing homes have been relocated to fall under "Residential" in the off-street parking matrix. Categories have also been updated to include current types of senior housing.

Program 27 also calls for the City to establish fixed parking requirements for congregate living facilities, community care facilities, and small residential care facilities for disabled persons so that parking studies are no longer needed or required for these uses. OCC Section 16-466 presently allows administrative relief for parking requirements for senior and senior assisted living residential facilities with approval of a parking study that demonstrates sufficient parking. This requirement can be viewed as a barrier to development of senior housing facilities. The ZTA proposes fixed parking requirements for four levels of senior housing based on requirements in other jurisdictions:

- Independent living is typically apartment type housing for active seniors, many of which still drive. Proposed parking requirements reflect a reduced parking need of only one space per unit, or half a parking space for each unit for facilities that provide residents with transportation for medical, retail and social purposes. Independent living facilities also have a need for visitor parking and employee parking for peak hour staffing.
- Small residential care facilities and care homes are permitted the same as single-family residential requirements.

- Assisted living and residential care facility residents typically no longer drive vehicles. Parking needs for such facilities are typically for visitor parking (per unit), employee parking for peak hour staffing, and shuttle van parking. Each unit often houses two residents.
- Memory care, nursing homes, skilled nursing facilities, etc. have similar parking requirements as assisted living and residential care facilities, except visitor parking is based on the number of beds rather than the number of units.

j) **Reasonable Accommodation (Attachment 1e).**

Section 16-501.5 Reasonable Accommodation – Findings

Pursuant to Housing Element Program 6, the ZTA will amend OCC Section 16-501.5 (Reasonable Accommodation Findings) to only include objective considerations in compliance with the federal Fair Housing Amendment Act. Specifically, the following subjective finding that is part of the City's Reasonable Accommodation approval process will be removed for consistency with state law:

- Whether the accommodation would result in a substantial increase in traffic or insufficient parking.

k) **Development Design Review Permit, Minor Modification and Major Modification and Special Use Permit (Attachment 1f).**

The proposed ZTA updates OCC to codify the existing process and noticing procedures for DDR permits and Minor and Major Modifications to SUPs, similar to the Site Plan Review and/or Special Use Permit sections. These revisions will reduce barriers and streamline applications, consistent with Housing Element Program 6.

Section 16-525 Development Design Review Permit

OCC Section 15-525 currently only includes three sentences indicating when a DDR is required, who approves the DDR and the timeframe for appeal. Staff currently uses the same findings for DDR as those required for an SUP, which are to ensure conformance with adopted standards, adequate infrastructure and minimum lot requirements. The proposed ZTA will codify the existing DDR process to provide greater certainty and transparency for the development community, thereby reducing a barrier to development. The proposed DDR Division mirrors the format of the Site Plan Review (SPR) Permit Division (16-523 et seq.), including sections for review authority, procedures for review, required findings and appeals. Unlike the SPR, the DDR process additionally includes a public workshop on the application and a public hearing. No changes to the existing procedure are proposed.

Section 16-553 Special Use Permit, Expiration

Staff also recommends updating the SUP expiration provisions to 36 months to remove a potential barrier to construction, as one year is not sufficient for affordable projects to

obtain funding. The proposed text mirrors the expiration text for the Site Plan Review permit, which was reviewed and authorized by the City Attorney and adopted in 2021.

Section 16-560 et seq. Modifications to Special Use Permits
The proposed ZTA expands on the limited text within the Division to codify the existing process and findings for Minor and Major Modifications. Minor Modifications are generally reviewed by the Community Development Director unless the application being processed with a discretionary permit, and the Director generally notifies the applicant of approval or conditional approval if the request complies with the OCC and General Plan and will not be detrimental to public health and safety. Major Modifications to an SUP are handled in the same manner as an SUP application and require the same findings as an SUP. No changes to the existing procedure are proposed.

l) **Objective Design/Architectural Standards for multifamily residential (Attachment 1g).**

Section 16-360 et seq. Attached Dwelling Unit Standards.
Program 32 calls for an update to the OCC to provide objective design standards for multifamily residential development to comply with SB 330. Objective standards involve no personal or subjective judgment by a public official. The objective standards are required for streamlined and ministerial review of SB 35 projects and to provide fixed standards for when the law requires by-right approval of development. For example, recently approved AB 2011 (Affordable Housing and High Road Jobs Act; effective July 2023) requires "by-right" ministerial approval for qualified mixed-income and affordable multifamily development along commercial corridors in commercial zoning districts. Objective design standards will also reduce barriers by providing a predictable set of standards that are not subject to subjective interpretation and will streamline review of multifamily development applications, consistent with Program 6.

The proposed objective design standards for attached dwelling units in Section 16-360 repeat many of the same objective design standards required in OCC 16-420I for development under the Affordable Housing Permitted/Affordable Housing Discretionary (-AHP/-AHD) additive zone requirements. However, the proposed attached unit design standards also include requirements for higher density development, such as buildings over seven stories, and specification for entrances, parking structures, lighting, landscaping, and public safety standards. Many of these standards are from the City's standard conditions of approval that are applied to development as part of the DDR or SUP approval process.

Section 16-363 Development Design Review is proposed to be renamed Permit Review and modified to include approval by a Site Plan Review permit for by-right development.

6) **General Plan Consistency:** The proposed ZTA is consistent with several goals and policies included in the 2030 General Plan and will implement the code amendments identified in the City's 2021-2029 Housing Element. Consistency with the 2030 General Plan is defined by the relationship between 2030 General Plan policies and the proposed Project.

   Programs 6, 9, 22, 27 and 32 of the Amended Adopted 2021-2029 Housing Element identify code updates that are necessary to bring the OCC into compliance with state housing laws. The ZTA also calls for updates to address internal inconsistencies and constraints to residential development.

   The following three consistency classification levels are required for consistency evaluation under the 2030 General Plan Goals and Policies, Chapter 9, Section 9.2 "Consistency Procedure":

   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).

   The consistency analysis is identified in Attachment 3.

7) **Community Outreach:** A notice for the Planning Commission's public hearing considering changes to the OCC was posted in the Ventura County Vida newspaper for the ordinance changes, and an email was sent to the City's Housing Element Implementation interested parties list on August 8, 2023.

8) **Next Steps:** The Planning Commission's action on this matter is advisory to the City Council. The Planning Commission's recommendation will be forwarded to the City Council for consideration.

   The draft ZTA is tentatively scheduled to be presented to the City Council on October 17, 2023.

   Attachments:

   1. Planning Commission Resolution for Zoning Code Text Amendments (PZ 23-580-03)
      a. Draft City Council Ordinance - Accessory Dwelling Units, OCC Section 16-468 & 16-622 amendments
      b. Draft City Council Ordinance – Density Bonus, OCC Section 16-410 amendments
      c. Draft City Council Ordinance – Emergency Shelters, OCC Section 16-504 and 16-622 amendments
      d. Draft City Council Ordinance – Streamline, Farmworker Housing, Supportive Housing, Low-Barrier Navigation Center, Single Room Occupancy and

Residential Care facilities, OCC Section 16-10, 16-20 to 16-144, 16-148, 16-300, 16-303, 16-333, 16-441 & 16-622 amendments

e. Draft City Council Ordinance – Reasonable Accommodation, OCC Section 16-501.5 amendments
f. Draft City Council Ordinance – DDR, SUP Expiration and Major and Minor Modification to SUP, OCC Sections 16-525, 16-553 and 16-560 amendments
g. Draft City Council Ordinance – Attached Dwelling Unit standards, OCC Section 16-360 amendments

2. CEQA Exemption Memorandum and Initial Study
3. 2030 General Plan Consistency Analysis
4. Staff Presentation

TO: PLANNING COMMISSION, PLANNING STAFF AND COUNSEL

FROM: BARBARA MACRI-ORTIZ

DATE: SEPTEMBER 6, 2023

RE: PZ No. 23-580-03 - (Zoning Text Amendment) Relating to Implementation of the City's Adopted Amended 2021- 2029 6th Cycle Housing Element

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Questions/Considerations for Planning Commission on ordinances: Comments are organized by the Code section, which is printed out. Note my comments are in bold and follow the text of each Code section of concern. The document described as "Housing is a Human Right, Not an Investment" can be found immediately after page 8.

1. SEC. 16-467. GENERAL STANDARDS FOR ALL ACCESSORY DWELLING UNITS.

(2) New utility connection or payment of impact fees shall not be required for an accessory dwelling unit of less than 750 gross square feet.

(3) ~~New utility connection or payment of impact fees shall be required for an accessory dwelling unit of 750 gross square feet or larger based on the following formula:~~
~~(a) Calculate full impact and/or connection fees based on the total accessory dwelling unit size;~~
~~(b) Divide accessory dwelling unit size remainder greater than 750 square feet into the total size in (a);~~
~~(c) Multiply (a) times (b).~~

Any impact fees charged for an accessory dwelling unit of 750 square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling unit. Impact fees for an ADU of 750 square feet or more on a lot with a multifamily dwelling shall be charged at the adopted multi-family rate appropriate for the construction type. For purposes of this paragraph, "impact fee" does not include City of Oxnard water or sewer connection fees or capacity charges.

What does this mean? Is this just for new construction of entire unit?

2. SEC. 16-622. SCHEDULE OF VEHICLE OFF-STREET PARKING REQUIREMENTS.

If the garage is converted, I thought those parking spaces did not need to be replaced. But where is that stated in the ordinance?

3. DIVISION 7A. DENSITY BONUS AND RELATED INCENTIVES AND CONCESSIONS PROGRAM

SEC. 16-410.2. DEFINITIONS.

(S) HOUSING RELATED COST - The definition set forth in California Code of Regulations Section 6920. Housing related cost is inclusive of mortgage loan payments, mortgage insurance payments, property taxes and assessments, homeowner association fees, reasonable utilities allowance, insurance premiums, maintenance costs, and space rent if the housing unit is situated on rented land.

Should make clear that this definition is for a person or family purchasing a housing unit.

(W) MAXIMUM ALLOWABLE RESIDENTIAL DENSITY - The density allowed under the applicable zoning ordinance and the land use element of the general plan, or if a range of density is permitted, means the maximum allowable density for the specific zoning range and land use element of the general plan applicable to the project. Where the density allowed under the zoning ordinance is inconsistent with the density allowed under the land use element of the general plan, the general plan density shall prevail. (Cal. Gov't Code, Section 65915(d)(2) (o)(5))

Law has changed: See 65915(o)(6): where the density allowed under the zoning is inconsistent with the density allowed under the general plan, "the greater shall prevail."

(Z) OTHER INCENTIVES OF EQUIVALENT FINANCIAL VALUE - The reduction or waiver of requirements which the City might otherwise apply as conditions of condominium conversion approval, but shall not be construed to require the cCity to provide cash transfer payments or other monetary compensation. (Cal. Gov't Code, Section 65915.5(c))

Should eliminate "condominium conversion" from sentence. Should apply to all applications

(GG) TOTAL UNITS AND TOTAL DWELLING UNITS - Consistent with Cal. Gov't Code Section 65915(0)(6), for the purpose of this ordinance only, dwelling units other than density bonus units awarded pursuant to this division. (Cal.Gov't Code, Section 65915(b)(3))

I don't think the references to the statute are accurate. In 2023 version of Density Bonus Law: Total units definition is in 65915(o)(8); Also, I cannot find subdivision 65915(b)(3), which is referenced in City's definition.

Also, City should add the definition for "Very low vehicle travel area" that is contained in § 65915(o)(9), and include that exception in parking requirements, SEC 16.410.16

SEC. 16-410F.6. CONTENT OF APPLICATION.

(E) Approval of a density bonus permit, incentives, concessions or waivers shall be made by the approval authority within the cCity that is authorized to approve the associated discretionary approval or ministerial approval for the underlying development permit for the housing development. The approval of the density bonus application is non-discretionary unless the City adopts written findings justifying the denial of the density bonus. [**SHOULD ADD "application"**] The approval authority's decision shall only be appealable if the permit is denied. An appeal shall be granted if the approval authority's decision does not include written findings or if the written findings do not justify the denial consistent with state or local law.

Cannot deny a density bonus for any reason, as long as the applicant offers the number of affordable units to qualify for the amount of density bonus requested. Can only deny concessions, etc. for reasons set forth in the statute.

SEC. 16-410.19. AFFORDABLE HOUSING AGREEMENT AND EQUITY SHARING AGREEMENT.

B. (2) For-sale units - Owner-occupied moderate and lower income and very low income affordable units that qualified the housing development for the density bonus pursuant to sSection 16-410.3 shall be available at an affordable housing cost (Cal. Gov't Code, Section 65915(c)(1)). For-sale very low, low and moderate units shall ~~not~~ have a

term of affordability of forty-five (45) years ~~but~~ and shall be subject to an equity sharing agreement that meets the requirements of Cal. Gov't Code, Section 65915(c)(2) unless the equity sharing agreement is in conflict with the requirements of another public funding source or law (Cal. Gov't Code, Section 65915(c)(2)). If a Resale Restriction agreement or other affordability agreement is required for the development by another public funding source or law, the minimum term of the affordability restriction shall be forty-five (45) years or the minimum term required by the applicable public funding source or law, whichever is longer.

I am not sure how the City will be able to administer the 45 year affordability term when the unit is also subject to an equity sharing agreement. If your ordinance requires a resale restriction agreement, you should just eliminate the equity sharing agreement. Why can't the City by ordinance require a resale restriction agreement, even in the absence of an outside public funding source? This is where the inclusionary housing ordinance could solve this problem.

4. Division 18 - EMERGENCY SHELTERS

Changes okay

5. Article 10 - Off Street Parking

SEC. 16-622. SCHEDULE OF VEHICLE OFF-STREET PARKING REQUIREMENTS

Changes okay

6. Attachment 1.d – Article II - Definitions
Changes okay

7. Article III - Zones, Uses and Requirements

SEC. 16-22. RESIDENTIAL LAND USES BY ZONE: RESIDENTIAL LAND USE MATRIX.

[See comments in document entitled Housing is a Human Right - Land Use Matrix]

SEC. 16-23. DEVELOPMENT STANDARDS

[See comments in document entitled Housing is a human right - under 16-23]

SEC. 16-24. SPECIAL REQUIREMENTS SPECIFIC TO R-1, R-2, R-3 AND R-4.

A. R.1 Zone

(1) (d) Roofing material shall consist of one of the following: wood shingle, wood shake, synthetic, composite shingle, ceramic tile, concrete tile, standing seam metal or copper roofing surfaces shall not be permitted on the residential structure or on any garage or carport.

Sentence structure unclear as to what is not permitted and where?

8. Division 7 - Commercial Zones

Commercial Land matrix –
Conservatory of music - (C-2) should also be allowed in C-O and C-1
Music or vocal instruction - (C-2); should also be allowed in C-O and C-1
Music store - (C-2); should also be allowed in C-O and C-1
Studios - (C-2); should also be allowed in C-O and C-1
Theater - (C-2); should also be allowed in C-O and C-1

What about facilities for training in marshal arts, yoga, zumba, etc.? Where can they be?

9. Division 10 - Single Room occupancy (SROs)

SEC. 16-441.3 DEVELOPMENT AND OPERATION STANDARDS

(C) On-site Management. On-site management shall be provided 24 hours a day. The manager shall be accessible to residents, law enforcement personnel, and any other individuals who need to establish communication upon or about the premises.

24 hour a day on-site management is not practical, especially for small sites, i.e. 6 housing units. Also, this requirement discriminates against these tenants, and has a disparate impact on protected classes. There is no reason why a tenant in an SRO is more dangerous or problematic than any other tenant. They are usually just young or old and of limited means. The requirement for on-site management

should be set at 16 units, consistent with state housing regulations.

(F) Density - SRO residential density shall be subject to the density standards permitted in the underlying zone.

More density should be allowed, in consideration of the small size of units and the limited number of occupants per unit. Proposed density is unacceptable and will make many of these projects financially infeasible. It makes no sense to allow a smaller size unit but treat the density the same as you would for a one, two or three-bedroom unit.

10. Article 10 - Off-Street Parking

SEC. 16-622. SCHEDULE OF VEHICLE OFF-STREET PARKING REQUIREMENTS.

Group quarters style facility - One off-street space for every four farm workers

Most farm workers who live in group quarters do not have cars. The parking standard should be no more than one space for every six or eight farm workers.

Single-Room Occupancy - One off-street space per unit and one easily accessible, long-term bicycle storage space per two units; or
One off-street space per two units and one easily accessible long-term bicycle storage space per unit.

These standards give parking more importance than the housing of human beings. Standard should be no more than 1 off-street space per three units and 1 bicycle space per unit.

11. DIVISION 17. REASONABLE ACCOMMODATION

Okay

12. DIVISION 2. DEVELOPMENT DESIGN REVIEW PERMIT

SEC. 16-525.2. PROCEDURE FOR DEVELOPMENT DESIGN REVIEW.

(E) The application shall be reviewed by the Development Advisory Committee (DAC) for consistency with applicable regulations and standards. For qualifying housing developments identified under SB330 and until January 1, 2030, The DAC shall review developments and provide their findings within the 60, 90, or 120-day time line identified under SB330 (or as otherwise amended by the State of California).

(F) The applicant shall be informed in writing within 30 calendar days of application submittal or as required by the Government Code, that either the application is complete and has been accepted for processing, or that the application is incomplete and that additional information, specified in writing, shall be provided before it can be accepted for processing

I would recommend that these two paragraphs be reversed since what happens under paragraph (F) comes before what happens under paragraph (E). Also, note that paragraph E incorporates (albeit inaccurately) the time lines set forth in SB 35 (NOT SB330). Under current law, those time lines are - within 60 days of submittal if the development contains 150 units or less; and within 90 days if the development contains more than 150 units. [See Govt Code § 65913.4(c)(1)].

But note that SB 35 sets forth a vehicle for by-right, non-discretionary approval. However, the DDR is a form of discretionary review as stated in 16-525 (A) ["administrative-level discretionary review."] So this is confusing.

SEC. 16-525.6. CONDITIONS.

(K) Provision for a bond or other surety that the proposed special use will be removed on or before a special date;

I do not think this is an appropriate condition for a DDR permit. What special use are you talking about?

13. DIVISION 3. SPECIAL USE PERMIT

SEC. 16-553. EXPIRATION DATE AND EXTENSION

Okay

14. ARTICLE IV. STANDARDS FOR ALL ZONES
DIVISION 2. ATTACHED DWELLING UNIT DEVELOPMENT STANDARDS

These standards are very detailed and to a large extent, tedious. I must defer to the architects to determine the extent of and increased cost of compliance. But I am quite concerned that in the context of an affordable housing project, the availability of concessions might be outstripped by the sheer volume of development standards. Also, in light of such detailed and demanding standards, it does not seem appropriate to apply them to all projects with only six units. I think the cost needs to be factored in and in that vein, these standards should only be applied to larger projects, i.e. 25 or 50 units. Let the smaller projects just have to address the zoning standards. That is plenty.

I am also concerned that the various standards under SEC. 16-362. (G)(7), Refuse and Recycling, - may further complicate the task of designing refuse enclosures that are acceptable to the City within the allowed footprint of the property.

HOUSING IS A HUMAN RIGHT, NOT AN INVESTMENT. [1]

Just reviewed the Residential Land Use Matrix. Some concerns:

* What is the difference between "Not allowed" (which is blank space) and X - which is prohibited uses??

1. Common Recreation facilities and structures - Should be allowed, should be a DDR permit

2. Condominiums should be a DDR permit, not SUP in all zones where allowed

3. Convents serving no more than 15 persons - Why not in R-1 zone? We already have them in City. Also, Why SUP? Should be a DDR. What about convents that can house more than 15 persons.

4. Multifamily on AHD sites should be DDR, not SUP

5. Private or parochial schools, [SUP on R-2, etc.] except those of a correctional nature or those intended for the mentally handicapped. Where is zoning for those?

6. SROs. Should be subject to DDR, not SUP and should be allowed in R-2 and R-3, as well as R-4, and commercial

7. Supportive Housing. Should also be allowed in the R-1 zone with SPR

8. Traditional bed and breakfast - Why distinction between Wilson and rest of City re: DDR vs. SUP

---

[1]. This document was prepared for presentation at the Planning Commission hearing that was scheduled for August 17, 2023, but was cancelled due to the lack of a quorum. I only had time to review the Land Use Matrix in advance of that meeting. The comments are rough, and were intended for an oral presentation.

9. Transitional Housing - Should also allow in the R-1 and R-2 with DDR.

Sec 16-23 - Development Standards

1. Need Minimum dwelling size development standards that applies to SROs by zone, and should be smaller than the normal MDS for zone, or lower all those standards

2. Need to revise Minimum lot area for all zones, in general and with respect to SROs. WE SHOULD BE PAST THE 6,000 sq ft lot with 60 ft. width in R-1. HOUSING IS A HUMAN RIGHT, NOT AN INVESTMENT.

3. Front yard setbacks - I see some problems with language. Should not be limited to when access to all parking is from the alley. Should be when parking access is from the back, not limit to alley

4. Corner lot/reverse corner lot, is confusing?

5. Rear yard setbacks are too great. Should be 15 feet in R-1, 2, AND 3

6. Interior yard space - 30% is too great, especially for small lots

7. Space for Accessory Buildings - Does that include ADUs"

ATTACHMENT 4

This attachment provides a matrix of revisions to the Draft Zoning Text Amendments published on August 8, 2023. Edits to the Draft Zoning Text Amendments noted below are highlighted. The changes can be considered non-substantial.

Section Number	**Substantial Change /Non-Substantial Change**	**Updated Information or Input Received**	**Description of Change**	**Staff Comment**
Section 16-24(A) R1 Special Requirements (ATCH: 1d)	Non-substantial change	Date September 6, 2023 Letter from Barbara Macri-Ortiz, PZ No. 23-580-03 Zoning Text Amendments	(1) (d)_Roofing material shall consist of one of the following: wood shingle, wood shake, synthetic, composite shingle, ceramic tile, ~~or~~ concrete tile, ~~except~~ standing seam metal~~ic~~ or copper roofing ~~surfaces,~~ except reflective surfaces shall not be permitted on the residential structure or on any garage or carport.	Corrected. Clarification has been added that reflective surfaces are still prohibited - for safety reasons.
Section 16-410.2 Definitions (ATCH: 1b Density Bonus)	Non-substantial change	Date September 6, 2023 Letter from Barbara Macri-Ortiz, PZ No. 23-580-03 Zoning Text Amendments	(S) HOUSING RELATED COST (PURCHASER)-The definition set forth in California Code of Regulations Section 6920. Housing related cost is inclusive of mortgage loan payments, mortgage insurance payments, property taxes and assessments, homeowner association fees, reasonable utilities allowance, insurance premiums, maintenance costs, and space rent if the housing unit is situated on rented land. (W) MAXIMUM ALLOWABLE RESIDENTIAL DENSITY - The density allowed under the applicable zoning ordinance and the land use element of the general plan, or if a range of density is permitted, means the maximum allowable density for the specific zoning range and land use element of the general plan applicable to the project. Where the density allowed under the zoning ordinance is inconsistent with the density allowed under the land use element of the general plan, the general plan density	Added specification of purchaser Updated Cal. Government Code reference

Section Number	Substantial Change /Non-Substantial Change	Updated Information or Input Received	Description of Change	Staff Comment
			shall prevail. (Cal. Gov't Code, Section 65915 (d)(2) (o)(56) (GG) TOTAL UNITS AND TOTAL DWELLING UNITS - Consistent with Cal. Gov't Code Section 65915(o)(68), for the purpose of this ordinance only, ~~D~~dwelling units other than density bonus units awarded pursuant to this division. ~~(Cal.Gov't Code, Section 65915(b)(3)).~~	Updated Cal. Government Code reference
Section 16-410.6 Content of application (ATCH: 1b Density Bonus)	Non-substantial change	Date September 6, 2023 Letter from Barbara Macri-Ortiz, PZ No. 23-580-03 Zoning Text Amendments	(E) Approval of a density bonus permit, incentives, concessions or waivers shall be made by the approval authority within the ~~c~~City that is authorized to approve the associated discretionary approval or ministerial approval for the underlying development permit for the housing development. The approval of the density bonus application is non-discretionary unless the ~~c~~City adopts written findings justifying the denial of the density bonus application. The approval authority's decision shall only be appealable if the permit is denied. An appeal shall be granted if the approval authority's decision does not include written findings or if the written findings do not justify the denial consistent with state or local law.	Existing OCC text. "Application" added for consistency with prior sentence.
Section 16-410.19 Affordable Housing Agreement and Equity Share Agreement	Non-substantial change	Date September 6, 2023 Letter from Barbara Macri-Ortiz, PZ No. 23-580-03 Zoning Text Amendments	B. (2) For-sale units - Owner-occupied moderate and lower income and very low income affordable units that qualified the housing development for the density bonus pursuant to Section 16-410.3 shall be available at an affordable housing cost (Cal. Gov't Code, Section 65915(c)(l)). For-sale very low, low and moderate units shall	Reference to 45-year term for equity share removed.

Section Number	Substantial Change /Non-Substantial Change	Updated Information or Input Received	Description of Change	Staff Comment
(ATCH: 1b Density Bonus)			not have a term of affordability ~~of forty-five (45) years~~ ~~but~~ and shall be subject to an equity sharing agreement that meets the requirements of Cal. Gov't Code, Section 65915(c)(2) unless the equity sharing agreement is in conflict with the requirements of another public funding source or law (Cal. Gov't Code, Section 65915(c)(2)). If a Resale Restriction agreement or other affordability agreement is required for the development by another public funding source or law, the minimum term of the affordability restriction shall be forty-five (45) years or the minimum term required by the applicable public funding source or law, whichever is longer.	
Section 16-525.2 Procedure for DDR (ATCH: 1f DDR, SUP, MM)	Non-substantial change	Date September 6, 2023 Letter from Barbara Macri-Ortiz, PZ No. 23-580-03 Zoning Text Amendments	(E) The application shall be reviewed by the Development Advisory Committee (DAC) for consistency with applicable regulations and standards. ~~For qualifying housing developments identified under SB330 and until January 1, 2030, The DAC shall review developments and provide their findings within the 60, 90, or 120-day time line identified under SB330 (or as otherwise amended by the State of California).~~	Reference to SB 330 requirement removed to defer to State law.

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August 1, 2023
Project No: 21-10898

Joe Pearson II, AICP, Planning and Environmental Services Manager
City of Oxnard
Community Development Department
214 South C Street
Oxnard, California 93030
Via email: Joe.Pearson@oxnard.org

Subject: Oxnard Zoning Code and Downtown Code Updates CEQA Exemption Memorandum for 2021-2029 Housing Element Zoning Code and Downtown Code Amendments City of Oxnard, Ventura County, California

Dear Mr. Pearson:

This memorandum provides an analysis to support the determination by the City of Oxnard (the lead agency) that the proposed Oxnard 2021-2029 Housing Element Zoning Code and Downtown Code Amendments (project) is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15060(c)(2) and 15061(b)(3) ("general rule" or "common sense") and of Title 14, Article 18, 15620 of the California Code of Regulations (statutory). The proposed project falls within the sphere of the general rule or common sense rule, that CEQA applies only to development which have the potential for causing a significant effect on the environment, where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the project is not subject to CEQA.

Project Background

The City of Oxnard prepared and adopted Initial Study/Mitigated Negative Declaration No. 2021-01 in 2021 (IS/MND - No. 2021-01) for the City of Oxnard's Amended 2021-2029 Housing Element that evaluated the environmental impacts for potential full build-out of 823 dwelling units on 14 new candidate housing sites (totaling an approximately 34.25 acres) to support meeting the City's Regional Housing Needs Assessment (RHNA) allocation of 2,911 lower income dwelling units.

As part of the 6th cycle Housing Element update, cities are required to identify housing sites that provide the development capacity to accommodate build out of the City's RHNA allocation at all income levels. Oxnard has limited opportunities to provide affordable housing due to historic land use patterns, high land and housing costs, and scarcity of vacant land. To accommodate the City's RHNA need for all income levels, future housing development would occur through a variety of methods, including development on vacant parcels, infill development in existing residential and commercial areas, development of accessory dwelling units (ADU), and development on City-owned parcels. Housing elements are also required to consider ways to promote access to housing that is attainable for residents at all income levels, beyond focusing solely on opportunities for production of new units.

The City of Oxnard's Amended 2021-2029 Housing Element was adopted by the Oxnard City Council on October 4, 2022 and certified by the State of California, Department of Housing and Community Development (HCD) on October 25, 2022. The 2021-2029 Housing Element Zoning Code and Downtown Code Amendments would implement the Housing Element programs to promote housing on a citywide level. It would also involve revisions to the Codes to allow future staff, designers,

developers, architects, and the general public to clearly communicate and interpret these provisions. Objective Design Standards would include topics such as site planning, building massing, frontages, entrances, building material, architectural styles, landscape, lighting, and open space.

Based on a review of the City's adopted and certified 6th Cycle Housing Element, the following Zoning Code and Downtown Code amendments would be implemented:

- **Program 6 Zoning Code and Downtown Code Amendments**
  - Compliance with state Accessory Dwelling Unit (ADU) law by revising parking requirements
  - Compliance with state Employee Housing Act related to farmworker employee housing
  - Compliance with state density bonus law
  - Streamlining ordinance provisions by clarifying permitting requirements and simplifying code requirements
  - Compliance with AB 2162 by allowing supportive housing without discretionary review in areas zoned for residential use in zones where multifamily and mixed uses are permitted, including in nonresidential zones permitting multifamily uses
  - Compliance with state law related to emergency shelters
  - Compliance with AB 101 by allowing low-barrier navigation centers without discretionary review in areas zoned for mixed-use and nonresidential zones permitting multifamily uses
  - Compliance with AB 2634 by allowing single-room occupancy units in at least one zoning district
  - Compliance with AB 686 by allowing Residential Care Facilities with seven or more persons as a residential use in zones where multifamily housing units are permitted, subject only to those restrictions that apply to other residential dwellings of the same type in the same zone
  - Compliance with state Housing law by allowing manufactured homes on permanent foundations in all zones that allow single family residential development
  - Compliance with the Fair Housing Amendment Act by only including findings with objective considerations for persons with disabilities seeking a reasonable accommodation in the provision of housing
  - Evaluation of zoning text amendments to evaluate potential barriers to zoning regulations that impact the construction of affordable housing

- **Program 27 Parking Standards**
  - Compliance with the Fair Housing Act by revising parking requirements for residential care facilities
  - Compliance with state Housing law by removing replacement parking requirements for garage conversion to accommodate Accessory Dwelling Units

- **Program 32 Objective Design Standards**
  - Compliance with SB 330 by creating objective design standards and written policies and/or procedures to specify the SB 35 streamlining approval process and standards for eligible projects

- **Additional Housing Element-related Revisions**
  - Update Affordable Housing Overlays requirements to clarify affordable housing calculation in relation to density bonus

Future projects would be required to adhere to the mitigation measures in the adopted IS/MND - No. 2021-01 for the sites to be developed consistent with the Housing Element and to avoid or lessen any potentially significant environmental impacts. Future development facilitated by the 2021 – 2029 Housing Element programs would be subject to subsequent environmental and other discretionary review and permitting.

After review of the proposed project, under the purview of the adopted IS/MND - No. 2021-01 it was determined the IS/MND - No. 2021-01 adequately addresses any potential environmental impacts resulting from amendments to the Zoning Code and Downtown Code. The proposed amendments to the Oxnard zoning code in Chapter 16 and the Downtown Code implement state law and add no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted City of Oxnard Housing Element IS/MND - No. 2021-01. Therefore, the project as a whole is covered by the general rule /common sense exemption. Additionally, the ADU portion is also covered by a statutory exemption.

Exemption Analysis

In order to determine if the proposed project is exempt, we reviewed potential CEQA exemptions that may apply to the proposed project. The following analysis reviews if the proposed project can be considered categorically exempt.

Categorical Exemption

Pursuant to CEQA Guidelines Section 15354, "Categorical Exemption" means an exemption from CEQA for a class of projects based on a finding by the Secretary for Resources that the class of projects does not have a significant effect on the environment.

CEQA Guidelines Sections 15300.2(a) through (f) list specific exceptions for which a CE may not be used. These exceptions are as follows:

a. **Location.** Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located – a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply in all instances, except where the project may impact an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.

There are no environmental resources of hazardous or critical concern that are designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies on the potential project sites (that were not previously identified and mitigated in the adopted IS/MND - No. 2021-01, such as critical habitat for listed threatened or endangered species (United States Fish and Wildlife 2023a) or hazardous materials release sites. As such, the Zoning Code and Downtown Code updates do not trigger these exemption exceptions.

b. **Cumulative Impact.** All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.

Construction activities associated with implementation of the Zoning Code and Downtown Code update could have environmental effects in the long-term. The proposed project is a list of amendments to the existing Oxnard Zoning Code and Downtown Code to reconcile the adopted 2021 Housing Element, the amendments are related to reconciling City policy and as such does not propose specific development projects. Implementation of the Housing Element was analyzed in the adopted IS/MND - No. 2021-01, future projects would be required to adhere to the mitigation measures to

avoid or lessen any potentially significant environmental impacts. Future development facilitated by the 2021 – 2029 Housing Element programs would be subject to discretionary review and permitting and potentially additional environmental review. Because the Zoning Code and Downtown Code only reconciles text with the adopted 2021 Housing Element, no new additional development projects are proposed beyond those contemplated in the Hosing Element IS-MND. Therefore, implementation of the Oxnard Zoning Code and Downtown Code updates, would not contribute to significant cumulative impacts and would not trigger these exemption exceptions.

c. **Significant Effect.** A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

The proposed project is consistent with the Housing Element Update uses and no unusual circumstances are present or proposed. Due to the absence of unusual circumstances related to the project or on the project site, the project would not have a reasonable possibility for a significant effect on the environment due to unusual circumstances and this exception does not apply.

d. **Scenic Highways.** A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.

According to the California Department of Transportation (2023), there are no state designated scenic highway sections within or near the City of Oxnard. The nearest designated scenic highway is Route 33 located near Ojai, approximately 18 miles north of the project site. The nearest eligible scenic highways are the Pacific Coast Highway between Los Angeles to Ventura along Highway 1 and U.S. Highway 101 between Los Angeles to San Luis Obispo. the Zoning Code and Downtown Code updates do not trigger these exemption exceptions.

e. **Hazardous Waste Sites.** A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.

The project is a Zoning Code and Downtown Code Updates to the 2021-2029 Housing Element, which is a policy document and as such does not propose specific development projects, but facilitates density needed to accommodate the 6th cycle RHNA. Because specific projects are not known at this time, the City cannot assess the specific impacts of development in qualitative terms. All housing development proposals on the AHD Rezone Sites would be subject to the policies listed in the 2030 General Plan Safety and Hazards chapter, the standard conditions of approval, and project-specific environmental review. Furthermore, proposals are subject to development standards and conditions of approval as part of the permitting process, including environmental review. The Zoning Code and Downtown Code updates do not trigger these exemption exceptions

f. ***Historical Resources.*** A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.

The 2030 General Plan Environmental Resources chapter includes a goal and the following policies to protect cultural resources, including requiring avoidance where feasible. The project is consistent with the Housing Element Update uses and no historical resource is present or proposed. Due to the absence of historical resources related to the project or on the project site, the project would not have

a reasonable possibility for a significant effect on the environment due to historical resources and this exception does not apply.

Common Sense Applicability

Pursuant to CEQA Guidelines Section 15061(b)(3), also known as the "general rule" or "common sense" exemption, CEQA exempts activities that can be seen with certainty to have no possibility for causing a significant effect on the environment. The CEQA Guidelines state in that section that "A project is exempt from CEQA if… [T]he activity is covered by common sense that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA."

Whether a particular activity qualifies for the common sense exemption is a question of fact that is supported by substantial evidence submitted in connection with the project. (*CREED-21 v. City of San Diego* (2015) 234 Cal.App.4th 488, 510). The analysis must identify reasonably foreseeable physical changes and consider any environmental impacts that may result from those changes. (*Wal–Mart Stores, Inc. v. City of Turlock* (2006) 138 Cal.App.4th 273, 291; *Muzzy Ranch Co. v. Solano County Airport Land Use Com*. (2007) 41 Cal.4th 372, 386).

The Oxnard Zoning Code and Downtown Updates reconcile the language of the zoning codes with the 2021-2029 Housing Element language already adopted in 2021. It is a policy document and does not propose or approve any physical development. The proposed amendments to the Oxnard zoning code in Chapter 16 and the Downtown Code implement state law and add no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted City of Oxnard Housing Element IS/MND - No. 2021-01 and are not anticipated to result in any new changes to the physical environment.

The proposed project would not result in changes to the physical environment, nor would it result in potential environmental impacts beyond those addressed in IS/MND - No. 2021-01. Furthermore, to ensure adequate factual support for the common sense exemption, an Initial Study (IS) has been completed analyzing each area of potential impact. The IS determined that there would be no environmental impacts that would result from approval of the proposed project. As such, as shown in Attachment 1, Initial Study – Common Sense Exemption, the proposed project meets the criteria for the common sense exemption as identified above.

Statutory Exemption Applicability

Title 14, Article 18 of the ***CEQA Guidelines*** describes exemptions from CEQA granted by the Legislature, which are referred to as Statutory Exemptions. Pursuant to CEQA Guidelines Section 15260, Program 6 of the Zoning Code and Downtown Code Amendments of this project is exempt from CEQA by the Accessory Dwelling Units Law.

Determination

Based on this analysis documented in this memorandum, the proposed Oxnard Zoning Code and Downtown Code Updates Project meets the criteria for a common sense exemption pursuant to Sections 15061(b)(3) of the **CEQA Guidelines** and a Statutory Exemption pursuant to Title 14, Article 18, 15620 of the California Code of Regulations. Furthermore, exceptions to the applicability of a CE, as specified in section 15300.2(a) through (f) of the **CEQA Guidelines,** do not apply to the project. Therefore, it is concluded that the project is exempt from CEQA pursuant to the common sense exemption CEQA Guidelines Section 15061(b)(3)/

Sincerely,
Rincon Consultants, Inc.

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Attachments

Attachment 1 Initial Study – Common Sense Exemption

Attachment 1

Initial Study – Common Sense Exemption

2021-2029 Housing Element Zoning Code and Downtown Code Amendments

Initial Study – Common Sense Exemption

prepared by

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Oxnard, California 93030
Contact: Joe Pearson II, Planning and Environmental Services Manager

prepared with the assistance of

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August 2023

RINCON CONSULTANTS, INC.
Environmental Scientists | Planners | Engineers
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2021-2029 Housing Element Zoning Code and Downtown Code Amendments

Initial Study – Common Sense Exemption

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Initial Study

1. Project Title

City of Oxnard 2021-2029 Housing Element Zoning Code and Downtown Code Amendments

2. Lead Agency Name and Address

City of Oxnard
Planning Division
214 South C Street
Oxnard, California 93030

3. Contact Person and Phone Number

Joe Pearson II, Planning and Environmental Services Manager
805-385-8272

4. Project Location

Oxnard is a coastal community in Ventura County that lies approximately 60 miles northwest of Los Angeles and 35 miles south of Santa Barbara (Figure 1). Oxnard's Mediterranean climate, fertile topsoil, adequate water supply, and long harvest season provide ideal growing conditions in the surrounding Oxnard plain, where agricultural production thrives as a regional industry. As of January 1, 2021, the city's population was 204,675 and it contained 56,334 housing units (California Department of Finance [DOF] 2021a). Oxnard is the largest city in Ventura County with approximately 24.5 percent of the total county population.

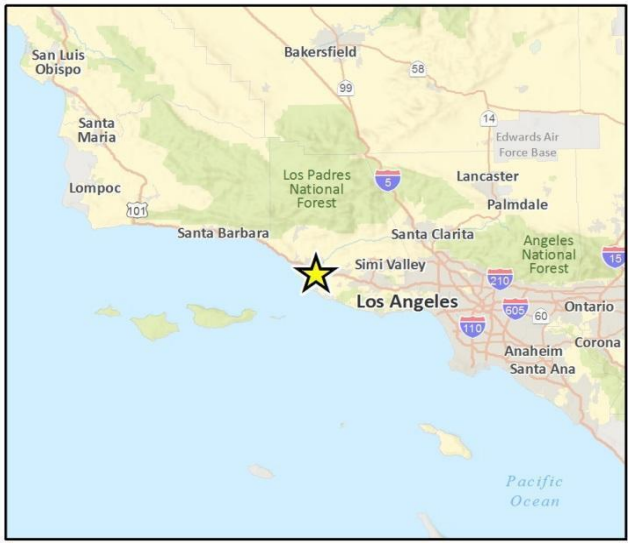
With the Pacific Ocean shoreline forming the city's entire western and southwestern boundaries, the city has coastal views of the Pacific Ocean and Channel Islands from beaches, the marina, and nearby properties. Inland areas include agricultural fields, residential and commercial development, and a cluster of high-rise office buildings near U.S. Highway 101 (US 101), also known as the Ventura Highway.

Figure 1 Regional Location

Imagery provided by Esri and its licensors © 2019.

Project Location

N



Source: City of Oxnard

5. Description of Project

Project Components

The 2021-2029 Housing Element Zoning Code and Downtown Code Amendments (proposed project) includes an amendment of the City's Zoning Code and Downtown Code that serve to meet the housing objectives identified in the Regional Housing Needs Assessment (RHNA). On March 22, 2021, SCAG issued its final 6th-cycle RHNA Allocation Plan, which determined that the City of Oxnard needed to accommodate 8,549 total units. In accordance with State Housing law, local governments must be accountable for ensuring that projected housing needs can be fully accommodated at all times during the Housing Element planning period. The 2021-2029 Housing Element provides a framework for evaluating the adequacy of local zoning and regulatory actions to ensure each local government is providing sufficient appropriately designated land throughout the planning period. The City of Oxnard can count as credit toward meeting the 6th cycle RHNA any new dwelling units approved, permitted, and/or built during the current RHNA planning period (October 15, 2021 to October 15, 2029). There are 32 candidate sites totaling 81.45 acres that will be used to meet the remaining RHNA allocation for moderate and lower income households after the accessory dwelling units (ADU), existing projects, and specific plan and area plan development. These include 18 candidate sites comprising 41 parcels and totaling 47.2 acres, for which the Affordable Housing Permitted (AHP) overlay zone associated with the former Affordable Housing Opportunity Program (AAHOP) program will be removed and an AHP overlay added and 14 candidate sites comprising 26 parcels and totaling 34.25 acres, currently zoned as R-3, C-2, M-L, and BRP to which the AHD overlay will be added to facilitate affordable housing development (AHD Rezone Sites). The proposed project will implement the Housing Element programs to promote housing on a citywide level. It will also involve revisions to the Codes to allow future staff, designers, developers, architects, and the general public to clearly communicate and interpret these provisions. Objective Design Standards will include topics such as site planning, building massing, frontages, entrances, building material, architectural styles, landscape, lighting, and open space.

Summary of Proposed Zoning Code and Downtown Code Amendments

The City of Oxnard's Amended 2021-2029 Housing Element was adopted by the Oxnard City Council on October 4, 2022, and certified by the State of California, Department of Housing and Community Development (HCD) on October 25, 2022. The 2021-2029 Housing Element Zoning Code and Downtown Code Amendments will implement the Housing Element programs to promote housing on a citywide level. It will also involve revisions to the Codes to allow future staff, designers, developers, architects, and the general public to clearly communicate and interpret these provisions. Objective Design Standards will include topics such as site planning, building massing, frontages, entrances, building material, architectural styles, landscape, lighting, and open space.

Based on a review of the City's adopted and certified 6th Cycle Housing Element, the following Zoning Code and Downtown Code amendments will be implemented.

- **Program 6 Zoning Code and Downtown Code Amendments**
  - Compliance with state Accessory Dwelling Unit (ADU) law by revising parking requirements
  - Compliance with state Employee Housing Act related to farmworker employee housing
  - Compliance with state density bonus law

- Streamlining ordinance provisions by clarifying permitting requirements and simplifying code requirements
- Compliance with AB 2162 by allowing supportive housing without discretionary review in areas zoned for residential use in zones where multifamily and mixed uses are permitted, including in nonresidential zones permitting multifamily uses
- Compliance with state law related to emergency shelters
- Compliance with AB 101 by allowing low-barrier navigation centers without discretionary review in areas zoned for mixed-use and nonresidential zones permitting multifamily uses
- Compliance with AB 2634 by allowing single-room occupancy units in at least one zoning district
- Compliance with AB 686 by allowing Residential Care Facilities with seven or more persons as a residential use in zones where multifamily housing units are permitted, subject only to those restrictions that apply to other residential dwellings of the same type in the same zone
- Compliance with state Housing law by allowing manufactured homes on permanent foundations in all zones that allow single family residential development
- Compliance with the Fair Housing Amendment Act by only including findings with objective considerations for persons with disabilities seeking a reasonable accommodation in the provision of housing
- Evaluation of zoning text amendments to evaluate potential barriers to zoning regulations that impact the construction of affordable housing

- **Program 27 Parking Standards**
  - Compliance with the Fair Housing Act by revising parking requirements for residential care facilities
  - Compliance with state Housing law by removing replacement parking requirements for garage conversion to accommodate Accessory Dwelling Units

- **Program 32 Objective Design Standards**
  - Compliance with SB 330 by creating objective design standards and written policies and/or procedures to specify the SB 35 streamlining approval process and standards for eligible projects
  - Additional Housing Element-related revisions
  - Update Affordable Housing Overlays requirements to clarify affordable housing calculation in relation to density bonus

Future projects would be required to adhere to the mitigation measures in the adopted City of Oxnard Housing Element 2021 IS-MND (IS/MND - No. 2021-01) for the sites to be developed consistent with the Housing Element and to avoid or lessen any potentially significant environmental impacts. Future development facilitated by the 2021 – 2029 Housing Element programs would be subject to subsequent environmental and other discretionary review and permitting.

6. Location of Prior Environmental Document(s)

The Community Development Director for the City of Oxnard, 214 South C Street, Oxnard, California, 93030 serves as the custodian of the General Plan, the 2030 General Plan, including the 2021-2029 Housing Element, and the associated environmental documents. A copy of the 2009 PEIR and supporting documents are available online at the City of Oxnard, Planning Department webpage and by request: https://www.oxnard.org/city-department/community-development/planning/2030-general-plan/

7. Have California Native American Tribes Traditionally and Culturally Affiliated with the Project Area Requested Consultation Pursuant to Public Resources Code Section 21080.3.1?

The City initiated the tribal consultation process, as required under Public Resources Code (PRC) Section 21080.3.1 and consistent with Assembly Bill (AB) 52 and Senate Bill (SB) 18. The City mailed consultation letters on March 16, 2021 according to SB 18, and on March 16, 2021 according to AB 52, to contacts identified by the Native American Heritage Commission that requested that the City of Oxnard notify them of projects subject to AB 52 or SB 18. Under AB 52, Native American tribes have 30 days to respond and request further project information and formal consultation, and under SB 18 Native American tribes have 90 days to respond requesting consultation. On March 23, 2021 Fred Collins for the Northern Chumash Tribal Council responded that it supports the local tribal government's recommendations.

Between June 24 and June 29, 2021 the City's consultant attempted on three occasions to contact each of the six tribal representatives by telephone and leave messages when possible. There was no request for consultation. The City considers this effort a satisfactory attempt to contact the tribes for consultation for this project and its related CEQA process. The tribal contacts will continue to receive CEQA notices related to this project.

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Environmental Factors Potentially Affected

This project would potentially affect the environmental factors checked below, involving at least one impact that is "Potentially Significant" or "Less than Significant with Mitigation Incorporated" as indicated by the checklist on the following pages.

☐ Aesthetics	☐ Agriculture and Forestry Resources	☐ Air Quality
☐ Biological Resources	☐ Cultural Resources	☐ Energy
☐ Geology and Soils	☐ Greenhouse Gas Emissions	☐ Hazards and Hazardous Materials
☐ Hydrology and Water Quality	☐ Land Use and Planning	☐ Mineral Resources
☐ Noise	☐ Population and Housing	☐ Public Services
☐ Recreation	☐ Transportation	☐ Tribal Cultural Resources
☐ Utilities and Service Systems	☐ Wildfire	☐ Mandatory Findings of Significance

Determination

Based on this initial evaluation, I find that the proposed project will not result in a physical change to the environment that would have a significant effect on the environment and is therefore subject to the common sense exemption. In addition, under CEQA Guidelines Section 15260, Program 6 of the Zoning Code and Downtown Amendment of this project is exempt from CEQA by the Accessory Dwelling Units Law.

Signature	Date
Joe Pearson II, AICP	Planning and Environmental Services Manager
Printed Name	Title

Environmental Checklist

1 Aesthetics

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Except as provided in Public Resources Code Section 21099, would the project:				
a. Have a substantial adverse effect on a scenic vista?	☐	☐	☐	■
b. Substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☐	■
c. In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from a publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	☐	☐	☐	■
d. Create a new source of substantial light or glare that would adversely affect daytime or nighttime views in the area?	☐	☐	☐	■

Environmental Setting

Oxnard is a coastal community mostly built-out with single-family and multi-family homes, retail areas that include strip mall development with large parking lots, and light industrial development that include two and three-story campuses that support agriculture businesses and other industries. Oxnard's beaches and coastline are recognized as the City's primary natural scenic resource, with McGrath State Beach located within the Planning Area. City, County, and State beaches provide views of the Pacific Ocean and the offshore Channel Islands on clear days. Other visual resources in the Coastal Zone include tall sand dunes near Mandalay Beach and the wetlands in the Ormond Beach area. In order to preserve the aesthetic quality of the Planning Area's coastline, the City's Coastal Land Use Plan guides development along the Coastal Zone.

The Santa Clara River forms part of the northern boundary of the city with smaller waterways and drainage channels providing natural scenery and wildlife habitat. Many of these local waterways are

visible from viewpoints along local roadways, such as South Victoria Avenue and North Ventura Road. The city's northern, eastern, and western boundaries are defined by agricultural greenbelts, and are preserved formally for long-term agricultural use. The land preserved for agricultural use cannot convert to urban development without voter approval.

Urban landscape areas are also considered an important visual resource; particularly where neighborhoods have retained many of their original buildings and architectural features and where park or plaza features provide open space. The study area for aesthetics includes the areas in which the AHD Rezone Sites are situated and not the entire city. The AHD Rezone Sites are situated in areas currently zoned for commercial, business research, and light industrial uses outside the Coastal planning area. Site 33 is the nearest to the Santa Clara River 2.9 miles south.

a. Would the project have a substantial adverse effect on a scenic vista?

A scenic vista can generally be defined as a public viewpoint that provides expansive views of a highly valued landscape for the benefit of the public. In Oxnard, these include waterways, agricultural greenbelts, beaches, and coastline, as listed above. The 2021-2029 Housing Element prioritizes the development of new housing on infill sites in areas with existing public transit infrastructure. The AHD Rezone Sites would allow for the development of new housing on sites currently zoned C1, C-2, ML, and BRP, where non-residential development is allowed. The proposed project would have the potential to affect scenic views if new or intensified development blocked these coastal recreation areas.

Implementation of the proposed project would not result in any substantial physical effects as the City is fully developed with commercial, residential, utility, and open space, and institutional uses. The proposed project involves amendments to the Zoning Code and Downtown Code to implement state law and Housing Element programs to promote housing on a citywide level. The proposed project adds no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted IS/MND No. 2021-01.

Future projects would be required to adhere to the mitigation measures in the adopted IS/MND No. 2021-01 for the sites to be developed consistent with the Housing Element and to avoid or lessen any potentially significant environmental impacts. Future development facilitated by the 2021 – 2029 Housing Element programs would be subject to subsequent environmental and other discretionary review and permitting.

Therefore, the proposed project would not have a substantial adverse effect on a scenic vista. No impact would occur.

NO IMPACT

b. Would the project substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

There are no officially designated State Scenic Highways in Oxnard (California Department of Transportation [Caltrans] 2019). U.S. 101 is officially designated for a 21.4-mile stretch in Santa Barbara County, nearly 40 miles north of Oxnard. The proposed project involves amendments to the Zoning Code and Downtown Code to implement state law and Housing Element programs to promote housing on a citywide level. The proposed project adds no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted IS/MND No. 2021-01. Future projects would be required to adhere to the mitigation measures in the adopted IS/MND No. 2021-01 for the sites to be developed consistent with the Housing Element

and to avoid or lessen any potentially significant environmental impacts. Future development facilitated by the 2021 – 2029 Housing Element programs would be subject to subsequent environmental and other discretionary review and permitting. The proposed project would not damage scenic resources of any kind within a state scenic highway. There would be no impact.

NO IMPACT

c. Would the project, in non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from a publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?

The proposed project involves amendments to the Zoning Code and Downtown Code to implement state law and Housing Element programs to promote housing on a citywide level. The proposed project adds no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted IS/MND No. 2021-01. Future projects would be required to adhere to the mitigation measures in the adopted IS/MND No. 2021-01 for the sites to be developed consistent with the Housing Element and to avoid or lessen any potentially significant environmental impacts. Future development facilitated by the 2021 – 2029 Housing Element programs would be subject to subsequent environmental and other discretionary review and permitting. Furthermore, the proposed project does not include any impacts to the City's Zoning Ordinance governing scenic quality. Therefore, there would be no impacts related to conflict with applicable zoning or other regulations governing scenic quality would occur.

NO IMPACT

d. Would the project create a new source of substantial light or glare that would adversely affect daytime or nighttime views in the area?

The proposed project involves amendments to the Zoning Code and Downtown Code to implement state law and Housing Element programs to promote housing on a citywide level. The proposed project adds no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted IS/MND No. 2021-01. Future projects would be required to adhere to the mitigation measures in the adopted IS/MND No. 2021-01 for the sites to be developed consistent with the Housing Element and to avoid or lessen any potentially significant environmental impacts. Future development facilitated by the 2021 – 2029 Housing Element programs would be subject to subsequent environmental and other discretionary review and permitting.

As determined in the City of Oxnard's Amended 2021-2029 Housing Element (adopted on October 4, 2022), the proposed project would not create a new source of substantial light or glare that would adversely affect daytime or nighttime views in the city. For those future projects requiring a discretionary action, project-level CEQA review would identify and require mitigation for any potential site-specific impacts. Therefore, similarly, the proposed project would not create a new source of substantial light or glare that would adversely affect daytime or nighttime views in the city. No impact would occur.

NO IMPACT

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2 Agriculture and Forestry Resources

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	■
b. Conflict with existing zoning for agricultural use or a Williamson Act contract?	☐	☐	☐	■
c. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)); timberland (as defined by Public Resources Code Section 4526); or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?	☐	☐	☐	■
d. Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	■
e. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	■

Environmental Setting

Ventura County is recognized as one of the principal agricultural counties in the state, with annual gross revenue from the sales of agricultural commodities of approximately 2.2 billion dollars (City of Oxnard 2006). Ventura County consistently ranks among the highest agricultural revenues of the 58 counties in the state. Agriculture generates a substantial number of jobs ranging from crop production to processing, shipping and other related industries.

The seasonal row crop production pattern throughout west Ventura County is divided into two general categories: cool season and warm season crops. The cool season crops are generally harvested from fall through spring or early summer. The warm season crops are harvested from mid-summer through fall. There are also a few year-round crops. Fruit and nut crops and vegetable crops comprise the most valuable crop groups. Strawberries are consistently among the leading crops in revenue. Other high value crops include citrus fruits, raspberries, and nursery stock. Based on information in the 2030 General Plan Background Report, over 24,500 acres in the Oxnard

Planning Area were designated for Agricultural use, which is just over half of the entire Oxnard Planning Area.

The California Department of Conservation prepares maps of important farmland throughout the state, based on categories of agricultural land defined by the U.S. Department of Agriculture land inventory and monitoring criteria, and regularly reports on the conversion of farmland to other uses (pursuant to Government Code Section 65570). The categories of Prime Farmland, Farmland of Statewide Importance, Unique Farmland, and Farmland of Local Importance designations are often referred to collectively as "Important Farmlands."

The study area for agricultural resources includes the areas in which the AHD Rezone Sites are situated and not the entire city. The AHD Rezone Sites (sites not included in prior Housing Elements) are situated in developed areas outside the Coastal Zone planning area. No AHD Rezone Sites are currently under agricultural production; however, Housing Element site 35 and the Teal Club and Maulhardt specific plan application project sites are currently used for agricultural production. Both specific plan applications are under independent environmental review, and site 35 was evaluated in a prior housing element (not new sites resulting from the 2021-2029 Housing Element).

a. *Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?*

b. *Would the project conflict with existing zoning for agricultural use or a Williamson Act contract?*

The proposed project involves amendments to the Zoning Code and Downtown Code to implement state law and Housing Element programs to promote housing on a citywide level. The proposed project adds no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted IS/MND No. 2021-01. Future projects would be required to adhere to the mitigation measures in the adopted IS/MND No. 2021-01 for the sites to be developed consistent with the Housing Element and to avoid or lessen any potentially significant environmental impacts. Future development facilitated by the 2021 – 2029 Housing Element programs would be subject to subsequent environmental and other discretionary review and permitting. Furthermore, there is no active Farmland or Williamson Act contract lands in or adjacent to Oxnard. Therefore, the proposed project would not convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), or conflict with existing zoning and existing Williamson Act contracts, and no impact would occur.

NO IMPACT

c. *Would the project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)); timberland (as defined by Public Resources Code Section 4526); or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?*

d. *Would the project result in the loss of forest land or conversion of forest land to non-forest use?*

The proposed project involves amendments to the Zoning Code and Downtown Code to implement state law and Housing Element programs to promote housing on a citywide level. The proposed project adds no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted IS/MND No. 2021-01. Future projects would be required to adhere to the mitigation measures in the adopted IS/MND No. 2021-01 for the sites to

be developed consistent with the Housing Element and to avoid or lessen any potentially significant environmental impacts. Future development facilitated by the 2021 – 2029 Housing Element programs would be subject to subsequent environmental and other discretionary review and permitting. Therefore, the proposed project would not conflict with existing zoning for, or cause rezoning of, forest land, or timberland zoned Timberland Production, and no impact would occur.

NO IMPACT

e. Would the project involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?

As discussed under responses *"2.a"* through *"2.d,"* there would be no impacts associated with agricultural or forest lands. The proposed project would not involve other changes in the existing environment that could result in the conversion of farmland to non-agricultural use or the conversion of forest land to non-forest use. Therefore, no impact would occur.

NO IMPACT

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3 Air Quality

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☐	■
b. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	☐	☐	☐	■
c. Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☐	■
d. Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	☐	☐	☐	■

Environmental Setting

The federal and State Clean Air Acts (CAA) mandate the control and reduction of certain air pollutants. Under these laws, the U.S. Environmental Protection Agency (USEPA) and the California Air Resources Board (CARB) have established the National Ambient Air Quality Standards (NAAQS) and the California Ambient Air Quality Standards (CAAQS) for "criteria pollutants" and other pollutants. Some pollutants are emitted directly from a source (e.g., vehicle tailpipe, an exhaust stack of a factory, etc.) into the atmosphere, including carbon monoxide, volatile organic compounds (VOC)/reactive organic gases (ROG), nitrogen oxides (NOX), particulate matter with diameters of ten microns or less (PM10) and 2.5 microns or less (PM2.5), sulfur dioxide, and lead. Other pollutants are created indirectly through chemical reactions in the atmosphere, such as ozone, which is created by atmospheric chemical and photochemical reactions primarily between VOC and NOX. Secondary pollutants include oxidants, ozone, and sulfate and nitrate particulates (smog).

Air pollutant emissions are generated primarily by stationary and mobile sources. Stationary sources can be divided into two major subcategories:

- Point sources occur at a specific location and are often identified by an exhaust vent or stack. Examples include boilers or combustion equipment that produce electricity or generate heat.
- Area sources are widely distributed and include such sources as residential and commercial water heaters, painting operations, lawn mowers, agricultural fields, landfills, and some consumer products.

Mobile sources refer to emissions from motor vehicles, including tailpipe and evaporative emissions, and can also be divided into two major subcategories:

- On-road sources that may be legally operated on roadways and highways
- Off-road sources include aircraft, ships, trains, and self-propelled construction equipment

Air pollutants can also be generated by the natural environment, such as when high winds suspend fine dust particles.

Air Quality Standards and Attainment

The Ventura County Air Pollution Control District (VCAPCD) is required to monitor air pollutant levels to ensure that the NAAQS and CAAQS are met and, if they are not met, to develop strategies to meet the standards. Table 1 lists nationally recognized criteria pollutants and provides a brief description of their health effects. Ventura County's strategy for attaining the federal 0.075 ppm ozone standard also relies on CARB's 2007 State Implementation Plan (VCAPCD 2017). CARB's Ambient Air Quality Standards Designation Tools shows Ventura County, including Oxnard as in non-attainment for federal ozone standards but in attainment for PM2.5, and PM10 standards, and in nonattainment for ozone and PM10, but in attainment for PM2.5 (CARB 2021).

Table 1 Health Effects Associated with Non-Attainment Criteria Pollutants

Pollutant	Adverse Effects
Ozone	(1) Short-term exposures: (a) pulmonary function decrements and localized lung edema in humans and animals and (b) risk to public health implied by alterations in pulmonary morphology and host defense in animals; (2) long-term exposures: risk to public health implied by altered connective tissue metabolism and altered pulmonary morphology in animals after long-term exposures and pulmonary function decrements in chronically exposed humans; (3) vegetation damage; and (4) property damage.
Suspended particulate matter (PM_{10})	(1) Excess deaths from short-term and long-term exposures; (2) excess seasonal declines in pulmonary function, especially in children; (3) asthma exacerbation and possibly induction; (4) adverse birth outcomes including low birth weight; (5) increased infant mortality; (6) increased respiratory symptoms in children such as cough and bronchitis; and (7) increased hospitalization for both cardiovascular and respiratory disease (including asthma).[a]
Suspended particulate matter ($PM_{2.5}$)	(1) Excess deaths from short- and long-term exposures; (2) excess seasonal declines in pulmonary function, especially in children; (3) asthma exacerbation and possibly induction; (4) adverse birth outcomes, including low birth weight; (5) increased infant mortality; (6) increased respiratory symptoms in children, such as cough and bronchitis; and (7) increased hospitalization for both cardiovascular and respiratory disease, including asthma.[a]

[a] Detailed discussions on the health effects associated with exposure to suspended particulate matter can be found in U.S. Environmental Protection Agency (USEPA) 2004.

Source: USEPA 2021

a. Would the project conflict with or obstruct implementation of the applicable air quality plan?

The proposed project involves amendments to the Zoning Code and Downtown Code to implement state law and Housing Element programs to promote housing on a citywide level. The proposed project adds no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted IS/MND No. 2021-01. Future projects would be required to adhere to the mitigation measures in the adopted IS/MND No. 2021-01 for the sites to be developed consistent with the Housing Element and to avoid or lessen any potentially significant environmental impacts. Future development facilitated by the 2021 – 2029 Housing Element programs would be subject to subsequent environmental and other discretionary review and permitting. Future development requiring discretionary approval accommodated under the Housing

Element Update would undergo project-specific developmental review to address potential impacts related to air quality. There are no impacts to the applicable air quality plan such as the VCAPCD AQMP associated with the Housing Element Update.

NO IMPACT

b. Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?

c. Would the project expose sensitive receptors to substantial pollutant concentrations?

The proposed project involves amendments to the Zoning Code and Downtown Code to implement state law and Housing Element programs to promote housing on a citywide level. The proposed project adds no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted IS/MND No. 2021-01. As projects are proposed under the 2002 IS-MND, any short-term air quality impacts resulting from construction of the existing sites, such as dust generated by clearing and grading activities, exhaust emissions from gas- and diesel-powered construction equipment, and vehicular emissions associated with the commuting of construction workers will be subject to VCAPCD rules and protocols and have been addressed in the adopted 2022 General Plan. Similarly, operational impacts would be addressed by provisions in the adopted 2022 General Plan and other regulations and standards that govern air quality in Oxnard. Any impacts identified for an individual project would be addressed through the project approval process specific to concerns for that project.

Future projects would be required to adhere to the mitigation measures in the adopted IS/MND No. 2021-01 for the sites to be developed consistent with the Housing Element and to avoid or lessen any potentially significant environmental impacts. For those future projects requiring a discretionary action, project-level CEQA review would identify and require mitigation for any potential site-specific impacts associated with a cumulatively considerable net increase of any criteria pollutant. Therefore, no impacts would occur.

NO IMPACT

d. Would the project result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

The occurrence and severity of potential odor impacts depends on a number of factors, including the nature, frequency, and intensity of the source; the wind speeds and direction; and the sensitivity of the receiving location, each contribute to the intensity of the impact. Although offensive odors seldom cause physical harm, they can be annoying and cause distress among the public and generate citizen complaints.

. The proposed project involves amendments to the Zoning Code and Downtown Code to implement state law and Housing Element programs to promote housing on a citywide level. The proposed project adds no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted IS/MND No. 2021-01. Because it is a regulatory document that does not involve or approve physical development, the proposed project would not result in impacts related to odors or other potential emissions. Future projects would be required to adhere to the mitigation measures in the adopted IS/MND No. 2021-01 for the sites to be developed consistent with the Housing Element and to avoid or lessen any potentially significant environmental impacts. Future development facilitated by the 2021 – 2029 Housing Element

programs would be subject to subsequent environmental and other discretionary review and permitting. Therefore, implementation of the proposed project would not result in objectionable odors. No impact would occur.

NO IMPACT

4 Biological Resources

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	☐	☐	■
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	☐	☐	■
c. Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	■
d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☐	■
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☐	■
f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☐	■

Environmental Setting

Oxnard contains a variety of biological communities that provide habitat for both rare and common species. These are mostly human-modified habitats, with the vast majority of the city including mostly urban, industrial, or agricultural production areas. In some areas, a series of industrial oil fields within agricultural lands exists. Native habitats exist mostly on the edges of the city and within the Coastal Zone.

For the purposes of these guidelines, a sensitive biological resource is defined as follows:

- A plant or animal that is currently listed by a state or federal agency(ies) as endangered, threatened, rare, protected, sensitive or a Species of Special Concern or federally listed critical habitat
- A plant or animal that is currently listed by a state or federal agency(ies) as a candidate species or proposed for state or federal listing
- A habitat that is under the jurisdiction of a state or federal resource agency that is responsible for resource protection (e.g., California Department of Fish and Wildlife, U.S. Fish and Wildlife Service, U.S. Army Corps of Engineers, National Marine Fisheries Service)
- A locally designated or recognized species or habitat

The study area for biological resources includes the areas in which the AHD Rezone Sites are situated and not the entire city. The AHD Rezone Sites are situated in developed areas outside the Coastal Zone planning area and other sensitive habitats, such as the Santa Clara River.

a. *Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?*

b. *Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?*

c. *Would the project have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?*

d. *Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?*

The city of Oxnard is located within the Oxnard Plain that also covers areas of unincorporated County land and consists of agricultural and urban land uses. Valley Foothill Riparian habitat can be found adjacent to the Santa Clara River and Marine, Coastal Scrub, and Saline Emergent Wetland habitats can be found along the western (or coastal) portion of the Planning Area (City of Oxnard 2006). These habitats also provide important foraging, dispersal, and migratory corridors for common and special-status species in Oxnard and the surrounding region.

Special-status species are those plants and animals listed, proposed for listing, or candidates for listing as Threatened or Endangered by the United States Fish and Wildlife Service (USFWS) under the Federal Endangered Species Act. A number of sensitive plant species are known to occur or have the potential to occur in the habitats described above, including Ventura Marsh milk-vetch, Salt

Marsh's birdsbeak, and slender-horned spineflower. Similarly, numerous special-status bird, mammal, invertebrate, fish, and reptile species are found in these habitats, including western yellow-billed cuckoo, western snowy plover, California least tern, and tidewater goby (City of Oxnard 2009).

The proposed project is a regulatory document and as such does not propose specific development projects, but facilitates density needed to accommodate the additional housing in the City. Because it is a regulatory document that does not involve or approve physical development, the proposed project would not result in impacts to biological resources. In addition, future development requiring discretionary approval will be subject to project-level CEQA review would identify and require mitigation for any potential site-specific impacts. Any future short-term impacts resulting from construction of the sites would be subject to State and City regulations. Therefore, potential impacts to biological resources will be determined under the design review process. The proposed project will have no impact on biological resources.

NO IMPACT

e. Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

The proposed project involves amendments to the Zoning Code and Downtown Code to implement state law and Housing Element programs to promote housing on a citywide level. The proposed project adds no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted IS/MND No. 2021-01. Future projects would be required to adhere to the mitigation measures in the adopted IS/MND No. 2021-01 for the sites to be developed consistent with the Housing Element and to avoid or lessen any potentially significant environmental impacts. Future development facilitated by the 2021 – 2029 Housing Element programs would be subject to subsequent environmental and other discretionary review and permitting. Therefore, the proposed project would not conflict with any local policies or ordinances protecting biological resources. No impact would occur.

NO IMPACT

f. Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

The proposed project involves amendments to the Zoning Code and Downtown Code to implement state law and Housing Element programs to promote housing on a citywide level. The proposed project adds no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted IS/MND No. 2021-01. Future projects would be required to adhere to the mitigation measures in the adopted IS/MND No. 2021-01 for the sites to be developed consistent with the Housing Element and to avoid or lessen any potentially significant environmental impacts. Future development facilitated by the 2021 – 2029 Housing Element programs would be subject to subsequent environmental and other discretionary review and permitting. The proposed project would have no impact on an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved conservation plan.

NO IMPACT

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5 Cultural Resources

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?	☐	☐	☐	■
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	☐	☐	☐	■
c. Disturb any human remains, including those interred outside of formal cemeteries?	☐	☐	☐	■

Environmental Setting

The earliest residents of the region were the Chumash Indians, known for their well-constructed canoes, fine basket work, and one of the most complex hunter-gatherer cultures. The Ventureño Chumash occupied the area from Topanga Canyon northwest to San Luis Obispo. European presence began in 1542 when Portuguese explorer Juan Rodriquez Cabrillo sailed into Point Mugu lagoon and described the area as “the land of everlasting summers.” After a number of Spanish explorations, Mission San Buenaventura was established in 1782 as a midway point between the San Diego and Monterey Missions. By the late 19th century, the agriculture potential of the Oxnard Plain became more and more evident. More crops were rotated in with lima beans, including sugar beets, barley and citrus. In addition, this success in the sugar beet industry led to the construction of the America Sugar Beet Factory in La Colonia. The local farming industry quickly reoriented to focus on the sugar beet industry, which created unprecedented economic growth.

A town quickly developed close to the beet factory to provide services for the factory and its workers. The Oxnard Improvement Company was created in 1898 to design the town site, focused around a town square called “the Plaza” (presently Plaza Park). Businesses and residences were constructed around the town square, followed by schools and churches. Incorporated in 1903, the City of Oxnard took its name from the Oxnard Brothers who founded the local sugar beet factory.

The study area for cultural resources and tribal cultural resources includes the areas in which the proposed project is situated and not the entire city. The proposed project is in developed areas of the city.

a. Would the project cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?

b. Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?

The proposed project involves amendments to the Zoning Code and Downtown Code to implement state law and Housing Element programs to promote housing on a citywide level. The proposed project adds no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted IS/MND No. 2021-01. Future projects would be required to adhere to the mitigation measures in the adopted IS/MND No. 2021-01 for the sites to be developed consistent with the Housing Element and to avoid or lessen any potentially significant environmental impacts. Future development facilitated by the 2021 – 2029 Housing Element programs would be subject to subsequent environmental and other discretionary review and permitting.

The proposed project not create adverse change in the significance of a historical resource pursuant to CEQA Guidelines Section 15064.5 or cause a substantial adverse change in the significance of an archaeological resource. In addition, future development would be required to comply with federal, State, and local regulations and policies to preserve historical and archeological resources. Therefore, the proposed project would have no impact on historical and archaeological resources.

NO IMPACT

c. Would the project disturb any human remains, including those interred outside of formal cemeteries?

The proposed project involves amendments to the Zoning Code and Downtown Code to implement state law and Housing Element programs to promote housing on a citywide level. The proposed project adds no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted IS/MND No. 2021-01. Future projects would be required to adhere to the mitigation measures in the adopted IS/MND No. 2021-01 for the sites to be developed consistent with the Housing Element and to avoid or lessen any potentially significant environmental impacts to ground disturbances. Future development facilitated by the 2021 – 2029 Housing Element programs would be subject to subsequent environmental and other discretionary review and permitting. The proposed project would have no impact pertaining to human remains disturbance.

NO IMPACT

6 Energy

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	☐	☐	☐	■
b. Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	☐	■

Environmental Setting

California is one of the lowest per capita energy users in the United States, ranked 48th in among states, due to its energy efficiency programs and mild climate. In 2019, California consumed 662 million barrels of petroleum, 2,144 billion cubic feet of natural gas, and one million short tons of coal in 2018 (United States Energy Information Administration [EIA] 2021a). The single largest end-use sector for energy consumption in California is transportation (39.4 percent), followed by industrial (23.1 percent), commercial (18.8 percent), and residential (18.7 percent) (EIA 2021b).

Most of California's electricity is generated in state with approximately 28 percent imported from the Northwest and Southwest in 2019; however, the state relies on out-of-state natural gas imports for nearly 90 percent of its supply (California Energy Commission [CEC] 2021a and 2021b). In addition, approximately 32 percent of California's electricity supply comes from renewable energy sources, such as wind, solar photovoltaic, geothermal, and biomass (CEC 2021a). In 2018, Senate Bill 100 accelerated the state's Renewable Portfolio Standards Program, codified in the Public Utilities Act, by requiring electricity providers to increase procurement from eligible renewable energy and zero-carbon resources to 33 percent of total retail sales by 2020, 60 percent by 2030, and 100 percent by 2045.

To reduce statewide vehicle emissions, California requires all motorists to use California Reformulated Gasoline, which is sourced almost exclusively from in-state refineries. Gasoline is the most used transportation fuel in California with 14.0 billion gallons sold in 2020 and is used by light-duty cars, pickup trucks, sport utility vehicles, and aviation (California Department of Tax and Fee Administration 2021). Diesel is the second most used fuel in California with 4.2 billion gallons sold in 2015 and is used primarily by heavy duty-trucks, delivery vehicles, buses, trains, ships, boats and barges, farm equipment, and heavy-duty construction and military vehicles (California Energy Commission 2016).

Energy consumption is directly related to environmental quality in that the consumption of nonrenewable energy resources releases criteria air pollutant and greenhouse gas (GHG) emissions into the atmosphere. The environmental impacts of air pollutant and GHG emissions associated with

the project's energy consumption are discussed in detail in Section 3, Air Quality, and Section 8, Greenhouse Gas Emissions, respectively.

a. Would the project result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

The proposed project is a regulatory document that does not involve or approve physical development and therefore would not result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation. The proposed project involves amendments to the Zoning Code and Downtown Code to implement state law and Housing Element programs to promote housing on a citywide level. The proposed project adds no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted IS/MND No. 2021-01. Future projects would be required to adhere to the mitigation measures in the adopted IS/MND No. 2021-01 for the sites to be developed consistent with the Housing Element and to avoid or lessen any potentially significant environmental impacts. Future development facilitated by the 2021 – 2029 Housing Element programs would be subject to subsequent environmental and other discretionary review and permitting.

Future development would also be required to adhere to requirements regarding energy reduction measures pursuant to the most updated Title 24 standards. Adherence to these requirements would minimize the potential for future development to result in the wasteful or unnecessary consumption of vehicle fuels. Therefore, there would be no impact.

NO IMPACT

b. Would the project conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

The population projection associated with potential build-out of the 2021-2029 Housing Element falls within the SCAG projections for the 2035 planning horizon, including the development of up to 823 units on the AHD Rezone Sites. These potential future development projects would be served by the existing energy providers and would not require the construction of new facilities.

The proposed project is a regulatory document and as such does not propose specific development projects, but only facilitates density needed to accommodate the 6th cycle RHNA. Because specific projects are not known at this time and energy production, transmission, and distribution are not under the City's jurisdiction, the City cannot assess the specific impacts of development on the AHD Rezone Sites, which are largely situated in areas currently zoned for commercial, light industrial, mixed use, and residential uses. VCAPCD thresholds for the 2021-21029 Housing Element evaluation were used and review of potential population growth determined there was no impact associated with the 2022 HE, therefore, as no new projects are associated with the development of the proposed project, similarly no impact would occur here.

NO IMPACT

7 Geology and Soils

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
1. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?	☐	☐	☐	■
2. Strong seismic ground shaking?	☐	☐	☐	■
3. Seismic-related ground failure, including liquefaction?	☐	☐	☐	■
4. Landslides?	☐	☐	☐	■
b. Result in substantial soil erosion or the loss of topsoil?	☐	☐	☐	■
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?	☐	☐	☐	■
d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	☐	☐	☐	■
e. Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	☐	☐	☐	■
f. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☐	☐	■

Environmental Setting

Regional Geologic and Seismic Setting

California is divided geologically into several physiographic or geomorphic provinces, including the Sierra Nevada range, the Central (Great) Valley, the Transverse Ranges, the Coast Ranges, and others. The Transverse Range includes Ventura County and portions of Los Angeles, San Bernardino, and Riverside counties. Locally, the Transverse Ranges are characterized by east-west trending mountains and faults. Major basins and ranges in the Transverse Ranges include the Ventura basin and the San Gabriel and San Bernardino Mountains.

Oxnard is in a highly active earthquake region of southern California and thus is subject to various seismic and geologic hazards, including ground shaking, surface rupture, and landslides. The study area for geology and soils includes the areas in which the AHD Rezone Sites are situated and not the entire city. The AHD Rezone Sites are situated in developed areas outside the Coastal planning area and are largely developed. Each potential geological hazard is described below.

Faulting

A fault is a plane or surface in the earth along which failure has occurred and materials on opposite sides have moved relative to one another in response to the accumulation and release of stress. The U.S. Geological Survey defines active faults as those that have had surface displacement within Holocene time (about the last 11,000 years). Potentially active faults are those that have had surface displacement during Quaternary time, within the last 1.6 million years. Inactive faults have not had surface displacement within the last 1.6 million years. Ground surface displacement along a fault, although more limited in area than the ground shaking associated with it, can have disastrous consequences when structures are located across or near the fault zone.

Seismically Induced Ground Shaking

Seismically induced ground acceleration is the shaking motion that is produced by an earthquake. Seismically induced ground shaking covers a wide area and is greatly influenced by the distance from the site to the seismic source, soil conditions, and depth to groundwater.

Based on DOC geology maps, there are no known earthquake faults in Oxnard (DOC 2021b). Several active or potentially active faults may affect Oxnard, including the San Andreas Fault, northeast of the project area, and onshore and offshore segments of the Oak Ridge Fault, which is the nearest potentially active fault. The most likely active faults to seismically affect the city and the plan area are the Oak Ridge, Ventura, Simi, and San Andreas faults.

Landslides

A landslide is a perceptible downslope movement of earth mass. It is part of the continuous, natural, gravity-induced movement of soil, rock and debris. Landslides can range from downslope creep of soil and rock material to sudden failure of entire hillsides. Landslides include rockfalls, slumps, block glides, mudslides, debris flows, and mud flows. Landslides or slope instability may be caused by natural factors such as fractured or weak bedrock, heavy rainfall, erosion, earthquake activity, and fire, as well as by human alteration of topography and water content in the soil.

Liquefaction

Liquefaction is a temporary, but substantial, loss of shear strength in granular solids, such as sand, silt, and gravel, usually occurring during or after a major earthquake. This occurs when the seismic waves from an earthquake of sufficient magnitude and duration shear a soil deposit that has a tendency to decrease in volume. If drainage cannot occur, this reduction in soil volume will increase the pressure exerted on the water contained in the soil. Liquefaction can result in slope and/or foundation failure, and also post-liquefaction settlement.

Liquefaction may occur in water-saturated sediment during moderate to great earthquakes. A moderate potential for liquefaction occurs throughout the city, including where the AHD Rezone Sites are located, because underlying sections of thick alluvial deposits, high groundwater levels (0 feet near the coastline to approximately 40 feet at the northeastern corner of the city), and the potential for strong regional ground shaking (City of Oxnard 2009). The combination of these factors constitutes a significant seismic hazard in Oxnard.

Settlement, Lateral Spreading, and Subsidence

Extreme settling or ground subsidence may result from post-liquefaction reconsolidation. Ground settlement often occurs differentially because liquefiable deposits and groundwater elevations are seldom distributed evenly over broad areas. If the ground surface slopes even gently, liquefaction may lead to lateral spreading or low angle landsliding of soft saturated soils. This can result in the rapid or gradual loss of strength in the foundation materials, so that structures built upon them settle or break up as the foundation soil flows out from beneath them.

Expansive Soils

Expansive soils are generally clayey and swell when wetted and shrink when dried. Wetting can occur naturally in a number of ways, (e.g., absorption from the air, rainfall, groundwater fluctuations, lawn watering and broken water or sewer lines). In hillside areas, as expansive soils expand and contract, gradual downslope creep may occur, eventually causing landsliding. Clay soils also retain water and may act as lubricated slippage planes between other soil/rock strata, producing landslides during earthquakes or unusually moist conditions.

Tsunami

A tsunami is an ocean wave produced by offshore seismic activity.

a.1. Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?

As with most of southern California, the planning area is within an area that is seismically active and has experienced historic earthquakes from various regional faults. The planning area is located approximately three miles south of the Ventura Fault, and one mile west of the Camarillo Fault, both of which are considered to have been active within the last 11,000 years. According to the California Geologic Survey probabilistic seismic hazard map for California, Oxnard could experience ground shaking from earthquake activity most likely associated with the historically active faults in the surrounding area. Ground shaking could be severe in the event of a rupture of a nearby fault. The proposed project involves amendments to the Zoning Code and Downtown Code to implement

state law and Housing Element programs to promote housing on a citywide level. The proposed project adds no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted IS/MND No. 2021-01. The proposed project includes design guidelines and other standards by reference only and does not include physical development . Rather, specific projects developed would require project-level CEQA review and identify and potentially require mitigation for any site-specific impacts associated with earthquake faults. Therefore, the proposed project would not directly or indirectly cause or exacerbate potential substantial adverse effects involving the rupture of a known earthquake fault. No impact would occur.

NO IMPACT

a.2. Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving strong seismic ground shaking?

As discussed under response "7.*a.1,"* the project site is situated in the seismically active Southern California Region and is therefore susceptible to ground shaking during a seismic event. Although the nearest mapped fault (i.e., the Camarillo Fault) is located approximately one mile east of the Plan Area, strong ground shaking within the Plan Area may occur in the event of a sufficiently large earthquake on this or other nearby faults. However, implementation of the proposed project described in the *Description of Project* section would not result in any substantial physical effects as the Plan Area is fully developed. The proposed project involves amendments to the Zoning Code and Downtown Code to implement state law and Housing Element programs to promote housing on a citywide level. The proposed project adds no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted IS/MND No. 2021-01. Future projects would be required to adhere to the mitigation measures in the adopted IS/MND No. 2021-01 for the sites to be developed consistent with the Housing Element and to avoid or lessen any potentially significant environmental impacts. Future development facilitated by the 2021 – 2029 Housing Element programs would be subject to subsequent environmental and other discretionary review and permitting. Therefore, the proposed project would not increase the risk of loss, injury, or death involving ground shaking. No impact would occur.

NO IMPACT

a.3. Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving seismic-related ground failure, including liquefaction?

Liquefaction is a process whereby soil is temporarily transformed to fluid form during intense and prolonged ground shaking or because of a sudden shock or strain. Liquefaction typically occurs in areas where the groundwater is less than 30 feet from the surface and where the soils are composed of poorly consolidated fine to medium sand. The Rezones Sites are not at risk for landslide, but as liquefaction is a possibility throughout the city, there is a risk for unstable soils to occur due to subsidence that could result due to withdrawal of groundwater, oil, or natural gas. Development projects proposed on the AHD Rezone Sites as implementation of the 2021-2029 Housing Element would be subject to the provisions in OCC, which include California Building Code requirements to reduce seismic impacts.

The proposed project involves amendments to the Zoning Code and Downtown Code to implement state law and Housing Element programs to promote housing on a citywide level. The proposed project adds no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted IS/MND No. 2021-01. Future projects would be required to

adhere to the mitigation measures in the adopted IS/MND No. 2021-01 for the sites to be developed consistent with the Housing Element and to avoid or lessen any potentially significant environmental impacts. Future development facilitated by the 2021 – 2029 Housing Element programs would be subject to subsequent environmental and other discretionary review and permitting. Specific projects requiring a discretionary action would require project-level CEQA review and identify and potentially require mitigation for any site-specific impacts associated with liquefaction. Therefore, the proposed project would not directly or indirectly cause substantial adverse effects from liquefaction risk. No impact would occur.

NO IMPACT

a.4. Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving landslides?

The proposed project involves amendments to the Zoning Code and Downtown Code to implement state law and Housing Element programs to promote housing on a citywide level. The proposed project adds no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted IS/MND No. 2021-01. Future projects would be required to adhere to the mitigation measures in the adopted IS/MND No. 2021-01 for the sites to be developed consistent with the Housing Element and to avoid or lessen any potentially significant environmental impacts. Specific projects requiting discretion would require project-level CEQA review and identify and potentially require mitigation for any site-specific impacts associated with landslides. Therefore, the proposed project would not directly or indirectly cause impacts related to landslides. No impact would occur.

NO IMPACT

b. Would the project result in substantial soil erosion or the loss of topsoil?

Soil erosion or the loss of topsoil may occur when soils are disturbed but not secured or restored, such that wind or rain events may mobilize disturbed soils, resulting in their transport off-site. and mobility objectives identified in the Housing Element. The proposed project involves amendments to the Zoning Code and Downtown Code to implement state law and Housing Element programs to promote housing on a citywide level. The proposed project adds no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted IS/MND No. 2021-01. Future projects would be required to adhere to the mitigation measures in the adopted IS/MND No. 2021-01 for the sites to be developed consistent with the Housing Element and to avoid or lessen any potentially significant environmental impacts.. Specific projects requiring discretion would require project-level CEQA review and identify and potentially require mitigation for any site-specific impacts associated with loss of topsoil. Therefore, the proposed project would not result in substantial soil erosion or the loss of topsoil. No impact would occur.

NO IMPACT

c. Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?

Lateral spreading is the horizontal movement or spreading of soil toward an open face. Lateral spreading may occur when soils liquefy during an earthquake event, and the liquefied soils with overlying soils move laterally to unconfined spaces. Subsidence is the sudden sinking or gradual

downward settling of the earth's surface with little or no horizontal movement. Subsidence is caused by a variety of activities that include, but are not limited to, withdrawal of groundwater, pumping of oil and gas from underground, the collapse of underground mines, liquefaction, and hydrocompaction.

As examined under impact response "7.*a.1"* of this section, although the proposed project is in a seismically active area, the Plan Area is not located on unstable soils or a geologic unit at risk for liquefaction or landslides. The Plan Area consists of compact, relatively flat land that is surrounded by developed land. The proposed project involves amendments to the Zoning Code and Downtown Code to implement state law and Housing Element programs to promote housing on a citywide level. The proposed project adds no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted IS/MND No. 2021-01. Future projects would be required to adhere to the mitigation measures in the adopted IS/MND No. 2021-01 for the sites to be developed consistent with the Housing Element and to avoid or lessen any potentially significant environmental impacts. Future development facilitated by the 2021 – 2029 Housing Element programs would be subject to subsequent environmental and other discretionary review and permitting. For those projects requiring a discretionary action, project-level CEQA review would identify and require mitigation for any potential site-specific impacts associated with unstable geologic units or soils. Therefore, the proposed project would not create or exacerbate conditions related to unstable geologic units or soils. No impact would occur.

NO IMPACT

d. Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?

Soils that volumetrically increase (swell) or expand when exposed to water and contract when dry (shrink) are considered expansive soils. A soil's potential to shrink and swell depends on the amount and types of clay in the soil. Highly expansive soils can cause structural damage to foundations and roads without proper structural engineering and are generally less suitable or desirable for development than non-expansive soils because of the necessity for detailed geologic investigations and costlier grading applications.

The proposed project involves amendments to the Zoning Code and Downtown Code to implement state law and Housing Element programs to promote housing on a citywide level. The proposed project adds no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted IS/MND No. 2021-01. Future projects would be required to adhere to the mitigation measures in the adopted IS/MND No. 2021-01 for the sites to be developed consistent with the Housing Element and to avoid or lessen any potentially significant environmental impacts. Future development facilitated by the 2021 – 2029 Housing Element programs would be subject to subsequent environmental and other discretionary review and permitting. Specific projects requiring discretion would require project-level CEQA review and identify and potentially require mitigation for any site-specific impacts associated with expansive soils. Therefore, the proposed project would not expose people or structures to risks associated with expansive soils. No impact would occur.

NO IMPACT

e. Would the project have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?

The project is in a developed area that has existing sewer systems and other infrastructure capable of accommodating development. Additionally, the proposed project involves amendments to the Zoning Code and Downtown Code to implement state law and Housing Element programs to promote housing on a citywide level. The proposed project adds no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted IS/MND No. 2021-01. Future projects would be required to adhere to the mitigation measures in the adopted IS/MND No. 2021-01 for the sites to be developed consistent with the Housing Element and to avoid or lessen any potentially significant environmental impacts. Future development facilitated by the 2021 – 2029 Housing Element programs would be subject to subsequent environmental and other discretionary review and permitting. Specific projects requiring discretion would require project-level CEQA review and identify and potentially require mitigation for any site-specific impacts associated with septic tanks. Moreover, no septic tanks are proposed under the project. Therefore, there is no potential for adverse effects due to soil incompatibility with septic tanks. No impact would occur.

NO IMPACT

f. Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

The proposed project involves amendments to the Zoning Code and Downtown Code to implement state law and Housing Element programs to promote housing on a citywide level. The proposed project adds no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted IS/MND No. 2021-01. Future projects would be required to adhere to the mitigation measures in the adopted IS/MND No. 2021-01 for the sites to be developed consistent with the Housing Element and to avoid or lessen any potentially significant environmental impacts. Future development facilitated by the 2021 – 2029 Housing Element programs would be subject to subsequent environmental and other discretionary review and permitting. Specific projects requiring discretion would require project-level CEQA review and identify and potentially require mitigation for any site-specific impacts associated with paleontological resources. Therefore, the proposed project would not directly or indirectly destroy a unique paleontological resource or site or unique geologic feature. No impact would occur.

NO IMPACT

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8 Greenhouse Gas Emissions

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☐	■
b. Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☐	■

Environmental Setting

Gases that absorb and re-emit infrared radiation in the atmosphere are called greenhouse gases (GHGs). The gases that are widely seen as the principal contributors to human-induced climate change include carbon dioxide (CO2), methane (CH4), nitrous oxides (N2O), fluorinated gases such as hydrofluorocarbons and perfluorocarbons, and sulfur hexafluoride. Water vapor is excluded from the list of GHGs because it is short-lived in the atmosphere and its atmospheric concentrations are largely determined by natural processes, such as oceanic evaporation. GHGs are emitted by both natural processes and human activities. Of these gases, CO2 and CH4 are emitted in the greatest quantities from human activities. Emissions of CO2 are largely by-products of fossil fuel combustion, and CH4 results from off-gassing associated with agricultural practices and landfills. Different types of GHGs have varying global warming potentials (GWP), which are the potential of a gas or aerosol to trap heat in the atmosphere over a specified timescale (generally 100 years). Because GHGs absorb different amounts of heat, a common reference gas (CO2) is used to relate the amount of heat absorbed to the amount of the GHG emissions, referred to as carbon dioxide equivalent (CO2e), and is the amount of a GHG emitted multiplied by its GWP. CO2 has a 100-year GWP of one. By contrast, CH4 has a GWP of 28, meaning its global warming effect is 28 times greater than that of CO2 on a molecule per molecule basis (Intergovernmental Panel on Climate Change [IPCC] 2014a).[1]

The accumulation of GHGs in the atmosphere regulates Earth's temperature. Without the natural heat-trapping effect of GHGs, the Earth's surface would be about 33 degrees Celsius cooler. However, emissions from human activities, particularly the consumption of fossil fuels for electricity production and transportation, have elevated the concentration of GHGs in the atmosphere beyond the level of naturally occurring concentrations.

[1] The IPCC's Fifth Assessment Report determined that methane has a GWP of 28 (IPCC 2014a) . However, modeling of GHG emissions was completed using the California Emissions Estimator Model version 2016.3.2, which uses a GWP of 25 for methane, consistent with the IPCC's (2007) Fourth Assessment Report.

As of 2015, the City of Oxnard adopted the 2030 General Plan, which includes a Sustainable Community chapter. The 2030 General Plan contains numerous statements of goals, policies, and implementation measures that relate to complying with the State direction to respond to the issue of GHG emissions and climate change. The policies are directed at improving energy conservation, and at reducing the consumption of energy for vehicle travel and other common urban purposes (the provision of water service, management of solid waste). In addition, the 2030 General Plan includes several policies to address the need for updated coastal planning in response to anticipated sea level rise (SLR).

The 2030 General Plan PEIR concluded that development of the Oxnard Planning Area consistent with the land uses and policies in the 2030 General Plan would have a significant and unavoidable impact for GHG emissions and climate change, because at that time, specific criteria was not available upon which to judge the effects of GHG emissions and at that time, plans and programs were evolving locally and to address the issue (City of Oxnard 2009). Thus, the PEIR found that the 2030 General Plan would potentially conflict with implementation of State goals for reducing greenhouse emissions.

For land use and transportation related projects, the degree of compliance with policies intended to minimize GHG emissions will remain an important element of assessing their impacts. The City is in the process of developing a climate action plan that will have extensive programs to support the policies in the 2030 General Plan designed to reduce GHG emissions.

a. *Would the project generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment?*

b. *Would the project conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?*

The proposed project involves amendments to the Zoning Code and Downtown Code to implement state law and Housing Element programs to promote housing on a citywide level. The proposed project adds no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted IS/MND No. 2021-01. Future projects would be required to adhere to the mitigation measures in the adopted IS/MND No. 2021-01 for the sites to be developed consistent with the Housing Element and to avoid or lessen any potentially significant environmental impacts. Future development facilitated by the 2021 – 2029 Housing Element programs would be subject to subsequent environmental and other discretionary review and permitting. Specific projects requiring discretion would require project-level CEQA review and identify and potentially require mitigation for any site-specific impacts associated with GHG emissions and confliction with applicable plans or policies to reduce GHG emissions. Therefore, the proposed project would not generate GHG emissions that may have a significant environmental impact nor conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing GHG emissions. No impact would occur.

NO IMPACT

9 Hazards and Hazardous Materials

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☐	■
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☐	■
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within 0.25 mile of an existing or proposed school?	☐	☐	☐	■
d. Be located on a site that is included on a list of hazardous material sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	■
e. For a project located in an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	☐	☐	☐	■
f. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	■
g. Expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?	☐	☐	☐	■

Environmental Setting

Definition of Hazardous Materials

A material is considered hazardous if it appears on a list of hazardous materials prepared by a federal, state, or local agency, or if it has characteristics defined as hazardous by such an agency. A hazardous material is defined in Title 22 of the California Code of Regulations as follows:

> A substance or combination of substances which, because of its quantity, concentration, or physical, chemical or infectious characteristics, may either (1) cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness; or (2) pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported or disposed of or otherwise managed (California Code of Regulations, Title 22, Section 66261.10).

Chemical and physical properties cause a substance to be considered hazardous. Such properties include toxicity, ignitability, corrosiveness, and reactivity. California Code of Regulations, Title 22, Sections 66261.20 through 66261.24 defines the aforementioned properties. The release of hazardous materials into the environment can contaminate soils, surface water, and groundwater supplies.

Land Use Patterns

Small quantities of hazardous materials are routinely used, stored, and transported in Oxnard in support of commercial and retail businesses as well as in educational facilities, hospitals, and households. Hazardous materials users and waste generators in the city include businesses, public and private institutions, and households. Federal, State, and local agency databases maintain comprehensive information on the locations of facilities using large quantities of hazardous materials, as well as facilities generating hazardous waste. Some of these facilities use certain classes of hazardous materials that require accidental release scenario modeling and risk management plans to protect surrounding land uses. Residential occupancies generally do not product significant environmental impacts

Past and present land use patterns are good predictors of the potential for past contamination by hazardous materials and the current use and storage of hazardous materials. Industrial sites and certain commercial land uses, such as dry cleaners, are more likely to use and store large quantities of hazardous materials than residential land uses. Land use patterns are also useful for identifying the location of sensitive receptors, such as schools, day-care facilities, hospitals, and nursing homes. In Oxnard, industrial and commercial land uses are concentrated along major transportation corridors, such as U.S. 101, the Downtown area, and the rail corridor. Schools are distributed fairly evenly throughout the city and may occur within 0.25 mile of an AHD Rezone Site.

Hazardous wastes generated by both residents and businesses in Oxnard contribute to environmental and human health hazards of increasing public concern. However, proper waste management and disposal practices can minimize public concern over toxicity and the contamination of soils, water, and the air. Locations known to contain hazardous materials or conditions include those facilities with operations that incorporate the use of underground or aboveground storage tanks. Additional facilities in the city include landfills, transfer stations, material recovery facilities, transformation facilities, waste tire sites, and closed disposal facilities.

The City of Oxnard Fire Department administers the Certified Unified Program Agency/Hazardous Materials Ordinance and has regulatory authority over the local Underground Storage Tank Program. The Leaking Underground Storage Tank (LUST) Incident Report contains an inventory of reported leaking underground tank incidents and is compiled from data provided by the SWRCB Leaking Underground Storage Tank Information System. LUST sites are predominately clustered around the City's primary transportation corridors, including Oxnard Boulevard and Hueneme Road and are associated with retail and commercial uses (e.g., gas stations, convenience stores, car washes). Additional sites are associated with local industrial and agricultural uses.

Other potential hazards affecting the city include earthquake, geologic, flooding, tsunami, coastal waves, noise, hazardous materials and potential terrorist acts. These hazards require an emergency response to inform the public and often generally redirect or evacuate residents to safer locations. City policies for safety and the evacuation of residents during a large-scale incident are managed through the Oxnard Fire Department. Transportation hazards involving interstate highways or State-maintained facilities, such as State Routes, are managed through Caltrans District 7 located in Los Angeles with the California Highway Patrol (CHP) usually the first to respond to the location of the hazard.

The study area for hazards and hazardous materials includes the areas in which the AHD Rezone Sites are situated and not the entire city. The AHD Rezone Sites are situated in areas currently zoned for commercial, business research, and light industrial uses that are already developed. Hazardous materials transport can occur on roadways and highways near or adjacent to the AHD Rezone Sites.

a. Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

The proposed project involves amendments to the Zoning Code and Downtown Code to implement state law and Housing Element programs to promote housing on a citywide level. The proposed project adds no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted IS/MND No. 2021-01. Future projects would be required to adhere to the mitigation measures in the adopted IS/MND No. 2021-01 for the sites to be developed consistent with the Housing Element and to avoid or lessen any potentially significant environmental impacts. Future development facilitated by the 2021 – 2029 Housing Element programs would be subject to subsequent environmental and other discretionary review and permitting. For those projects requiring a discretionary action, project-level CEQA review would identify and require mitigation for any potential site-specific impacts associated with the routine transport, use, or disposal of hazardous materials. Therefore, no impact would occur.

NO IMPACT

b. Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

The proposed project involves amendments to the Zoning Code and Downtown Code to implement state law and Housing Element programs to promote housing on a citywide level. The proposed project adds no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted IS/MND No. 2021-01. Future projects would be required to adhere to the mitigation measures in the adopted IS/MND No. 2021-01 for the sites to be developed consistent with the Housing Element and to avoid or lessen any potentially significant environmental impacts. Future development facilitated by the 2021 – 2029 Housing Element

programs would be subject to subsequent environmental and other discretionary review and permitting. Specific projects would require project-level CEQA review and identify and potentially require mitigation for any site-specific impacts. Therefore, no impacts to the public or the environment resulting from the accidental release or exposure to hazardous materials as a result of project implementation would occur.

NO IMPACT

c. Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within 0.25 mile of an existing or proposed school?

The proposed project involves amendments to the Zoning Code and Downtown Code to implement state law and Housing Element programs to promote housing on a citywide level. The proposed project adds no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted IS/MND No. 2021-01. Future projects would be required to adhere to the mitigation measures in the adopted IS/MND No. 2021-01 for the sites to be developed consistent with the Housing Element and to avoid or lessen any potentially significant environmental impacts. Future development facilitated by the 2021 – 2029 Housing Element programs would be subject to subsequent environmental and other discretionary review and permitting. Specific projects requiring discretion would require project-level CEQA review and identify and potentially require mitigation for any site-specific impacts associated with emitting hazardous emissions or handling hazardous or acutely hazardous materials, substances, or waste within a quarter mile of an existing or proposed school. Therefore, no impact would occur.

NO IMPACT

d. Would the project be located on a site that is included on a list of hazardous material sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

Government Code Section 65962.5 requires the California Environmental Protection Agency (CalEPA) to develop an updated Cortese List, which includes information on hazardous material sites collected from the California Department of Toxic Substances Control (DTSC), State Water Resources Control Board (SWRCB), and the USEPA. The analysis for this section included a review of the following resources on March 7, 2022, to provide hazardous material release information:

- SWRCB GeoTracker database (SWRCB 2022) 4
- DTSC EnviroStor database (DTSC 2022)
- USEPA Superfund Enterprise Management System (SEMS) (USEPA 2022)

The AHD Rezone Sites may be near or include hazardous land uses, including dry cleaner commercial uses and light industrial uses. If contamination were identified, as part of the development process, project proponents would be required to satisfy the remediation standards required by State and federal agencies, depending on the type of site.

The proposed project involves amendments to the Zoning Code and Downtown Code to implement state law and Housing Element programs to promote housing on a citywide level. The proposed project adds no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted IS/MND No. 2021-01. Future projects would be required to adhere to the mitigation measures in the adopted IS/MND No. 2021-01 for the sites to be developed consistent with the Housing Element and to avoid or lessen any potentially significant

environmental impacts. Future development facilitated by the 2021 – 2029 Housing Element programs would be subject to subsequent environmental and other discretionary review and permitting. Specific projects would require project-level CEQA review and identify and potentially require mitigation for any site-specific impacts associated with hazardous material sites compiled pursuant to Government Code Section 65962.5. Therefore, no impact would occur.

NO IMPACT

e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?

The Oxnard Airport lies 1.5 miles east of the Pacific Ocean coastline on approximately 216 acres of land in northwestern Oxnard (Ventura County Airport Land Use Commission 2000). It is classified as a non-hub commercial airport because it enplanes less than 0.05 percent of U.S. domestic passengers. Furthermore, there are no private airstrips in the vicinity of the proposed project. Therefore, no impacts would occur.

NO IMPACT

f. Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

The AHD Rezone Sites involves amendments to the Zoning Code and Downtown Code to implement state law and Housing Element programs to promote housing on a citywide level. The proposed project adds no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted IS/MND No. 2021-01. Future projects would be required to adhere to the mitigation measures in the adopted IS/MND No. 2021-01 for the sites to be developed consistent with the Housing Element and to avoid or lessen any potentially significant environmental impacts. Future development facilitated by the 2021 – 2029 Housing Element programs would be subject to subsequent environmental and other discretionary review and permitting. Specific projects would require project-level CEQA review and identify and potentially require mitigation for any site-specific impacts associated with impairing implementation of or physically interfering with an adopted emergency response or evacuation plan. Therefore, no impact would.

NO IMPACT

g. Would the project expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?

The proposed project is within an urban area of Oxnard. Undeveloped wildland areas are not located in proximity to the proposed project area. The proposed project involves amendments to the Zoning Code and Downtown Code to implement state law and Housing Element programs to promote housing on a citywide level. The proposed project adds no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted IS/MND No. 2021-01. Future projects would be required to adhere to the mitigation measures in the adopted IS/MND No. 2021-01 for the sites to be developed consistent with the Housing Element and to avoid or lessen any potentially significant environmental impacts. Future development facilitated by the 2021 – 2029 Housing Element programs would be subject to subsequent environmental and other discretionary review and permitting. Therefore, the proposed project

would not expose people or structures to a significant risk of loss injury or death involving wildland fires. No impact would occur.

NO IMPACT

10 Hydrology and Water Quality

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	☐	☐	☐	■
b. Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	☐	■
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
(i) Result in substantial erosion or siltation on- or off-site;	☐	☐	☐	■
(ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;	☐	☐	☐	■
(iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	☐	☐	☐	■
(iv) Impede or redirect flood flows?	☐	☐	☐	■
d. In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	☐	☐	☐	■
e. Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	☐	■

Environmental Setting

Water Supply and Quality

The City of Oxnard participates with other local governments in the Ventura Countywide Stormwater Quality Management Plan. This is a comprehensive regional effort to implement federal and state requirements for reducing water pollution from uncontrolled stormwater runoff. This program defines the best management practices applicable to management of stormwater runoff, and the prevention of dry weather runoff. It also establishes the design requirements for Low Impact Development to minimize the volume of stormwater discharge and pollutant levels that originate from newly developed areas. Compliance with these principles by construction and land development projects that may affect stormwater quality in the City stormwater drainage system is a requirement of the National Pollutant Discharge Elimination System (NPDES) Permit No. CAS004002, issued in 2010 by the California Regional Water Quality Control Board (RWQCB), Los Angeles Region.

Surface Water

The Santa Clara River is the primary surface water feature in Oxnard and the longest free-flowing river in southern California. The river is also one of the few remaining in the area still in a relatively natural state. The total river length is approximately 70 miles, extending from its headwaters at Mount Pinos to the Santa Clara River Estuary adjacent to McGrath State Beach.

Groundwater

The Oxnard Plain groundwater hydrographic sub-unit includes the Oxnard and Pleasant Valley Hydrographic Sub areas, each of which receives natural recharge from a system of nine groundwater basins along the Santa Clara River Basin. The Oxnard Hydrographic Subarea is located in the southwest corner of the Santa Clara River Basin and consists of the Montalvo, Mound, and Oxnard Plain Basins. The Oxnard Plain Basin is the most important to Oxnard and comprises two aquifer systems known as the Upper Aquifer System (UAS) and the Lower Aquifer System (LAS). The UAS consists of the Oxnard Aquifer and the Mugu Aquifer. The LAS comprises the Hueneme, Fox Canyon, and Grimes Canyon aquifers.

Flooding

Due to its low land profile, Oxnard became a member of the National Flood Insurance Program (NFIP). The City adopted a Master Plan of Drainage (2003) and a Floodplain Management Ordinance (Chapter 35 of the Oxnard City Code) to protect its residents and businesses. Oxnard falls within the Santa Clara River's 1,600 square-mile watershed. Flooding in Oxnard caused by rainfall occurs mostly in the winter months when Ventura County receives most of its precipitation. In general, most of Oxnard's rain falls in the period between late January and mid-March. Rainfall in the Oxnard area increases sharply in early November and decreases in mid- to late-March. High winds or tides can cause seawater surges that result in coastal flooding beyond the high tide line. Wave action can directly impact seaside homes and infrastructure, and wave action can indirectly cause beach and bluff erosion, resulting in damage to seaside homes and infrastructure.

Several dams are located at least 35 miles to the east and northeast of Oxnard in Ventura and Los Angeles counties. These include the Santa Felicia Dam at Lake Piru, the Castaic Lake Dam, and the Pyramid Lake Dam. The biggest threat to Oxnard is upstream along the Santa Clara River corridor. Although the potential for a dam failure is low, should one or more of these dams fail, the entire city

is within the Dam Inundation Zone, also called the Dam Failure Hazard Area. Damage to the city could be in the form of a wall of fast-moving water, mud, and debris. Residential and commercial buildings as well as critical facilities could be impacted by a dam failure.

a. Would the project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?

The City's Stormwater Quality Management ordinance (OCC Chapter 22, Article XII) specifies various prohibitions intended to implement the Clean Water Act and prohibit non-storm water discharges into the storm drain system. BMP requirements are enforced through the City's plan approval and permit process and plans for all new development projects are subject to City inspection. Compliance with the LAMC would ensure that project development under the 2021-2029 Housing Element does not violate any water quality standards or discharge requirements or otherwise substantially degrade water quality.

The proposed project involves amendments to the Zoning Code and Downtown Code to implement state law and Housing Element programs to promote housing on a citywide level. The proposed project adds no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted IS/MND No. 2021-01. Specific projects would require project-level CEQA review and identify and potentially require mitigation for any site-specific impacts associated with the violation of water quality standards or waste discharge requirements or the substantial degradation of surface or ground water quality. Therefore, implementation of the proposed project would not violate any water quality standards or waste discharge requirements. No impact would occur.

NO IMPACT

b. Would the project substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?

The Ventura County Watershed Protection District, County of Ventura, and the cities of Camarillo, Fillmore, Moorpark, Ojai, Oxnard, Port Hueneme, San Buenaventura, Santa Paula, Simi Valley, and Thousand Oaks have joined together to form the Ventura Countywide Stormwater Quality Management Program and are named as co-permittees under a revised countywide municipal NPDES permit for stormwater discharges issued by RWQCB in 2010 (Order R4-2010-0108). Under Order R4-2010-0108, the co-permittees are required to administer, implement, and enforce a Stormwater Quality Management Program to reduce pollutants in urban runoff to the maximum extent practicable. Accordingly, the proposed project would be required by uniformly applied regulations and conditions of approval to comply with NPDES requirements. Compliance with the Oxnard building permit would require the development and implementation of a Stormwater Pollution Prevention Plan (SWPPP) and associated best management practices (BMP). BMPs would include measures that would be implemented to prevent discharge of eroded soils from the construction site and sedimentation of surface waters offsite. BMPs would also include measures to quickly contain and clean up any minor spills or leaks of fluids from construction equipment.

The proposed project involves amendments to the Zoning Code and Downtown Code to implement state law and Housing Element programs to promote housing on a citywide level. The proposed project adds no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted IS/MND No. 2021-01. Future projects would be required to adhere to the mitigation measures in the adopted IS/MND No. 2021-01 for the sites to be

developed consistent with the Housing Element and to avoid or lessen any potentially significant environmental impacts. Future development facilitated by the 2021 – 2029 Housing Element programs would be subject to subsequent environmental and other discretionary review and permitting.

Therefore, implementation of the proposed project would not substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin. No impact would occur.

NO IMPACT

c.(i) Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would result in substantial erosion or siltation on- or off-site?

c.(ii) Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?

c.(iii) Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner that would create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?

The proposed project involves amendments to the Zoning Code and Downtown Code to implement state law and Housing Element programs to promote housing on a citywide level. The proposed project adds no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted IS/MND No. 2021-01. Future projects would be required to adhere to the mitigation measures in the adopted IS/MND No. 2021-01 for the sites to be developed consistent with the Housing Element and to avoid or lessen any potentially significant environmental impacts. Future development facilitated by the 2021 – 2029 Housing Element programs would be subject to subsequent environmental and other discretionary review and permitting. Therefore, implementation of the proposed project would not generate a substantial increase in runoff that would result in substantial erosion, siltation, flooding on- or off-site, or increased polluted runoff. No impact would occur.

NO IMPACT

c.(iv) Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would impede or redirect flood flows?

The proposed project involves amendments to the Zoning Code and Downtown Code to implement state law and Housing Element programs to promote housing on a citywide level. The proposed project adds no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted IS/MND No. 2021-01. Future projects would be required to adhere to the mitigation measures in the adopted IS/MND No. 2021-01 for the sites to be developed consistent with the Housing Element and to avoid or lessen any potentially significant environmental impacts. Future development facilitated by the 2021 – 2029 Housing Element

programs would be subject to subsequent environmental and other discretionary review and permitting. For those projects requiring discretionary actions, project-level CEQA review would identify and require mitigation for any potential site-specific impacts associated with flood flows. Therefore, the proposed project would not substantially alter drainage patterns to an extent that would redirect or impede flood flows. No impact would occur.

NO IMPACT

d. In flood hazard, tsunami, or seiche zones, would the project risk release of pollutants due to project inundation?

The proposed project area is located in developed areas and none of the AHD rezone sites are within a 100-year flood hazard area (FEMA 2021). The proposed project involves amendments to the Zoning Code and Downtown Code to implement state law and Housing Element programs to promote housing on a citywide level. The proposed project adds no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted IS/MND No. 2021-01. Future projects would be required to adhere to the mitigation measures in the adopted IS/MND No. 2021-01 for the sites to be developed consistent with the Housing Element and to avoid or lessen any potentially significant environmental impacts. Future development facilitated by the 2021 – 2029 Housing Element programs would be subject to subsequent environmental and other discretionary review and permitting. No impact would occur.

NO IMPACT

e. Would the project conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

The proposed project involves amendments to the Zoning Code and Downtown Code to implement state law and Housing Element programs to promote housing on a citywide level. The proposed project adds no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted IS/MND No. 2021-01. Future projects would be required to adhere to the mitigation measures in the adopted IS/MND No. 2021-01 for the sites to be developed consistent with the Housing Element and to avoid or lessen any potentially significant environmental impacts. Future development facilitated by the 2021 – 2029 Housing Element programs would be subject to subsequent environmental and other discretionary review and permitting. For those projects requiring a discretionary action, project-level CEQA review would identify and require mitigation for any potential site-specific impacts related to conflicting with or obstructing implementation of a water quality control plan or sustainable groundwater management plan. Therefore, no impact would occur.

NO IMPACT

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11 Land Use and Planning

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Physically divide an established community?	☐	☐	☐	■
b. Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	■

Environmental Setting

With the exception of several high-rise buildings in northern Oxnard, the City is characterized by low-rise development, low-density residential, and a large industrial base adjacent to agricultural and natural resources. Higher intensity development can be found adjacent to Oxnard Boulevard, U.S. 101, Saviers Road, and Hueneme Road. While residential land use is predominant within the urban center of the city, open space land is the predominant land use designation within the city, accounting for nearly 60 percent of all land.

a. Would the project physically divide an established community?

The proposed project involves amendments to the Zoning Code and Downtown Code to implement state law and Housing Element programs to promote housing on a citywide level. The proposed project adds no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted IS/MND No. 2021-01. Future projects would be required to adhere to the mitigation measures in the adopted IS/MND No. 2021-01 for the sites to be developed consistent with the Housing Element and to avoid or lessen any potentially significant environmental impacts. Future development facilitated by the 2021 – 2029 Housing Element programs would be subject to subsequent environmental and other discretionary review and permitting. Therefore, the proposed project would not involve the construction of new roads, railroads, or other features that may physically divide established communities in the city. Consequently, there would be no impact associated with the physical division of an established community.

NO IMPACT

b. Would the project cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

The proposed project involves amendments to the Zoning Code and Downtown Code to implement state law and Housing Element programs to promote housing on a citywide level. The proposed project adds no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted IS/MND No. 2021-01. Future projects would be required to adhere to the mitigation measures in the adopted IS/MND No. 2021-01 for the sites to be developed consistent with the Housing Element and to avoid or lessen any potentially significant environmental impacts. Future development facilitated by the 2021 – 2029 Housing Element programs would be subject to subsequent environmental and other discretionary review and permitting. Therefore, the proposed project would not result in an increase in development and there would be no impacts related to conflict with land use plans, policies, or regulations adopted for the purpose of avoiding or mitigating an environmental effect.

NO IMPACT

12 Mineral Resources

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	■
b. Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	☐	☐	☐	■

Environmental Setting

Important mineral, sand, and gravel deposits are "primarily located along the Santa Clara River channel, along the U.S. 101 corridor, and along the eastern edge of the city, extending as far west as Oxnard Boulevard in several areas" (City of Oxnard 2006).

Significant mineral deposits, such as sand and gravel resources, can be found within the MRZ-2 and MRZ-3 areas of the city. As seen in Figure 5-15 in the 2030 General Plan Background Report, the MRZ-2 areas are located along the Santa Clara River and adjacent to the U.S. 101. The MRZ-3 areas are located south of the Santa Clara River and along State Route 1. The City of Oxnard currently has four active oil and gas fields with 30 active wells (DOC 2021c).

a. Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

b. Would the project result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?

The California Surface Mining and Reclamation Act of 1975 (SMARA) was enacted to promote conservation and protection of significant mineral deposits. SMARA requires the State to identify and classify mineral deposits within the State as either: (1) containing little or no mineral deposits (Mineral Resource Zone [MRZ]-1), (2) significant deposits (MRZ-2) or (3) deposits identified but further evaluation needed (MRZ-3 and MRZ-4). According to the California DOC Mineral Land Classification Maps, the proposed project area is designated MRZ-2 and MRZ-3, indicating that the area may contain mineral deposits; however, the significance cannot be evaluated using available data. The proposed project involves amendments to the Zoning Code and Downtown Code to implement state law and Housing Element programs to promote housing on a citywide level. The proposed project adds no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted IS/MND No. 2021-01. Future projects would be required to adhere to the mitigation measures in the adopted IS/MND No. 2021-01 for the sites to be developed consistent with the Housing Element and to avoid or lessen any potentially significant

environmental impacts. Future development facilitated by the 2021 – 2029 Housing Element programs would be subject to subsequent environmental and other discretionary review and permitting. For those projects requiring a discretionary action, project-level CEQA review would identify and require mitigation for any potential site-specific impacts associated with mineral resources. Therefore, the proposed project would not result in a loss of availability of a known mineral resource or further the loss of available mineral resources. No impact would occur.

NO IMPACT

13 Noise

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project result in:				
a. Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☐	■
b. Generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☐	■
c. For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	■

Environmental Setting

Noise

The unit of measurement used to describe a noise level is the decibel (dB). However, the human ear is not equally sensitive to all frequencies within the sound spectrum. Therefore, a method called "A-weighting" is used to adjust actual sound pressure levels so that they are consistent with the human hearing response, which is most sensitive to frequencies around 4,000 Hertz (Hz) and less sensitive to frequencies around and below 100 Hz, thus filtering out noise frequencies that are not audible to the human ear. A-weighting approximates the frequency response of the average young ear when listening to most ordinary everyday sounds. When people make relative judgments of the loudness or annoyance of a sound, their judgments correlate well with the "A-weighted" levels of those sounds. Therefore, the A-weighted noise scale is used for measurements and standards involving the human perception of noise. In this analysis, all noise levels are A-weighted, and "dBA" is understood to identify the A-weighted decibel.

Decibels are measured on a logarithmic scale that quantifies sound intensity in a manner similar to the Richter scale used for earthquake magnitudes. A doubling of the energy of a noise source, such as a doubling of traffic volume, would increase the noise level by 3 dB; similarly, dividing the energy in half would result in a decrease of 3 dB (Crocker 2007).

Human perception of noise has no simple correlation with sound energy: the perception of sound is not linear in terms of dBA or in terms of sound energy. Two sources do not "sound twice as loud" as one source. It is widely accepted that the average healthy ear can barely perceive an increase (or decrease) of up to 3 dBA in noise levels (i.e., twice [or half] the sound energy); that an increase (or decrease) of 5 dBA (8 times [or one eighth] the sound energy) is readily perceptible; and that an increase (or decrease) of 10 dBA (10.5 times [or approximately one tenth] the sound energy) sounds twice (or half) as loud (Crocker 2007).

Vibration Overview

Typical outdoor sources of perceptible groundborne vibration are construction equipment, steel-wheeled trains, and traffic on rough roads. Groundborne vibration of concern in environmental analysis consists of the oscillatory waves that move from a source through the ground to adjacent structures. While people have varying sensitivities to vibrations at different frequencies, in general they are most sensitive to low-frequency vibration. Vibration may also damage infrastructure when foundations or utilities, such as sewer and water pipes, physically connect the structure and the vibration source . The primary concern from vibration is that it can be intrusive and annoying to building occupants and vibration-sensitive land uses.

Descriptors

Vibration amplitudes are usually expressed in peak particle velocity (PPV) or Root Mean Square (RMS) vibration velocity. The PPV and RMS velocity are normally described in inches per second (in./sec.). PPV is defined as the maximum instantaneous positive or negative peak of a vibration signal. PPV is often used in monitoring of blasting vibration because it is related to the stresses that are experienced by buildings (Caltrans 2020).

a. Would the project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

The proposed project involves amendments to the Zoning Code and Downtown Code to implement state law and Housing Element programs to promote housing on a citywide level. The proposed project adds no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted IS/MND No. 2021-01. Future projects would be required to adhere to the mitigation measures in the adopted IS/MND No. 2021-01 for the sites to be developed consistent with the Housing Element and to avoid or lessen any potentially significant environmental impacts. Future development facilitated by the 2021 – 2029 Housing Element programs would be subject to subsequent environmental and other discretionary review and permitting. Specific projects would require project-level CEQA review and identify and potentially require mitigation for any site-specific impacts associated with ambient noise levels. Therefore, the proposed project would not result in significant increases in permanent ambient noise levels or exceedance of City standards. No impact would occur.

NO IMPACT

b. Would the project result in generation of excessive groundborne vibration or groundborne noise levels?

The proposed project involves amendments to the Zoning Code and Downtown Code to implement state law and Housing Element programs to promote housing on a citywide level. The proposed project adds no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted IS/MND No. 2021-01. Future projects would be required to adhere to the mitigation measures in the adopted IS/MND No. 2021-01 for the sites to be developed consistent with the Housing Element and to avoid or lessen any potentially significant environmental impacts. Future development facilitated by the 2021 – 2029 Housing Element programs would be subject to subsequent environmental and other discretionary review and permitting. For those projects requiring a discretionary action, project-level CEQA review would identify and require mitigation for any potential site-specific impacts associated with groundborne vibration and noise levels. Therefore, the proposed project would not result in the excessive generation of groundborne vibration or groundborne noise levels. No impact would occur.

NO IMPACT

c. For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

The Oxnard Municipal Airport is in the city of Oxnard and some AHD Rezone Sites are within 2.0 miles. At the time a specific project is proposed for development on those sites, environmental evaluation would determine if they were within the noise contours for the Oxnard Municipal Airport and appropriate mitigation would be applied as part of the standard conditions of project approval. The proposed project involves amendments to the Zoning Code and Downtown Code to implement state law and Housing Element programs to promote housing on a citywide level. The proposed project adds no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted IS/MND No. 2021-01. Future projects would be required to adhere to the mitigation measures in the adopted IS/MND No. 2021-01 for the sites to be developed consistent with the Housing Element and to avoid or lessen any potentially significant environmental impacts. Future development facilitated by the 2021 – 2029 Housing Element programs would be subject to subsequent environmental and other discretionary review and permitting. Therefore, no impacts would occur.

NO IMPACT

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14 Population and Housing

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Induce substantial unplanned population growth in an area, either directly (e.g., by proposing new homes and businesses) or indirectly (e.g., through extension of roads or other infrastructure)?	☐	☐	☐	■
b. Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	■

Environmental Setting

Population

As shown in Table 2, Oxnard's estimated January 1, 2021 population was 204,675, making up 24.5 percent of the total population in Ventura County (DOF 2021). Table 2 also shows population growth in the city since census year 2000. Oxnard had the fourth highest growth rate of cities in Ventura County at four percent, but the city population growth was still lower than the state as a whole at seven percent. As evident from the percentage change depicted in Table 2, the population growth has been fairly flat since 2010, with an average increase of only 0.36 percent between 2010 and 2020 (DOF 2021). This falls below SCAGs anticipated growth, which estimated a growth of about 3,347 persons per year over the 20-year planning horizon.

Table 2 Oxnard Population Trends and Forecast

Year	Population	Numerical Change	Percentage Change
2000	170,358	–	–
2001	174,243	3,885	2.3%
2002	175,673	1,430	0.8%
2003	180,655	4,982	2.8%
2004	184,572	3,917	2.2%
2005	185,994	1,422	10%
2006	187,275	1,281	0.7%
2007	189,844	2,609	1.4%
2008	191,877	2,033	1.1%
2009	197,764	5,887	3.0%
2010	197,899	135	0.1%
2011	199,773	1,874	1.0%
2012	200,750	977	0.5%
2013	201,455	705	0.4%
2014	203,418	1,963	1.0%
2015	205,475	2,057	1.0%
2016	205,933	458	0.2%
2017	205,725	-208	-0.1%
2018	205,883	158	0.1%
2019	205,777	-106	-0.1%
2020	205,950	173	0.1%
2021	204,675	-1,275	-0.6%
2030 (projection)	**238,126**	**33,451**	**14%**

Note: percentages are rounded
Source: DOF 2021, SCAG 2016

As shown in Table 2, SCAG's 2016 Growth Forecast projected the 2030 population in Oxnard to be 238,126 (SCAG 2016). The 2021-2029 Housing Element projects that the population in Oxnard could reach 238,126 by 2029, an increase of approximately 14 percent over existing conditions, a number that is in line with the SCAG projections. Finally, current growth trends do not suggest that population would reach either projection over the next eight years.

Housing Stock

Between 2010 and 2020, Oxnard added 3,468 housing units, representing a growth rate greater than Ventura County overall and higher than most other cities in the county (City of Oxnard 2021a). Multi-family homes with five units or more (i.e., apartments or condominiums) increased at a high rate (25 percent), but single-family detached homes made up most of the housing stock (55 percent). Table 3 provides a summary of housing unit types and shows changes from 2000 to 2020.

Table 3 Oxnard Housing Stock Characteristics and Changes

Unit Type	2000 Number of Units	Percentage of Stock	2020 Number of Units	Percentage of Stock	Number of Units Change	Percentage Change
Single-family detached	30,226	57%	30,743	55%	517	2%
Single-family attached	5,632	11%	5,802	10%	170	3%
2 to 4 units	3,670	7%	3,842	7%	172	5%
5+ units	10,629	20%	13,238	24%	2,609	25%
Mobile home and other	2,615	5%	2,615	5%	0	0%
Total	**52,772**	**100%**	**56,240**	**100%**	**3,468**	**7%**

Source: City of Oxnard 2021a

Households

A household is defined as a group of people who occupy a housing unit (U.S. Census Bureau 2015). A household differs from a dwelling unit because the number of dwelling units includes both occupied and vacant dwelling units. Not all of the population lives in households. Some live in group quarters, such as board and care facilities, while others are unhoused. The 2020 Homeless Count and Survey identified 1,743 persons without permanent housing of which 567 were in Oxnard (VC Star 2020).

In Oxnard, there were an estimated 43,576 households in 2000 and 51,460 in 2018, including property owners and renters (City of Oxnard 2021a). SCAGs 2020 RTP/SCS projected an estimated 20 percent growth from 2016 to 2045, for a total of 61,600 households. This would require an increase in housing stock of up to 823 units. The population growth trend in Oxnard, however, does not support this projected increase.

The study area for population and housing includes the entire city, but the IS/MND No. 2021-01 only analyzes the impacts that development on the AHD Rezone Sites would have if full build-out were achieved (823 units over eight years). The analysis does not consider development of other projects approved or under development. The AHD Rezone Sites are predominantly situated in areas currently zoned for commercial, business research, and light industrial uses that are already developed.

a. Would the project induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

According to the California Department of Finance (DOF), the City of Oxnard has an estimated population of 204,675 with an average household size of 3.64 persons (DOF 2023). SCAG estimates that the city's population will increase to 238,126 by 2030, an increase of approximately 14 percent or 33,451 persons (SCAG 2016). The proposed project involves amendments to the Zoning Code and Downtown Code to implement state law and Housing Element programs to promote housing on a citywide level. The proposed project adds no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted 2021 IS-MND. Future projects would be required to adhere to the mitigation measures in the adopted 2021 IS-MND for the sites to be developed consistent with the Housing Element and to avoid or lessen any potentially significant environmental impacts. Future development facilitated by the 2021 – 2029 Housing Element programs would be subject to subsequent environmental and other discretionary review and permitting. The changes to the Zoning Ordinance do not directly result in new growth or substantial new development. For those projects requiring a discretionary action, project-level CEQA review would identify and require mitigation for any potential site-specific impacts associated with substantial unplanned population growth. Therefore, the proposed project would not induce substantial unplanned population growth in an area, either directly or indirectly. No impact would occur.

NO IMPACT

b. Would the project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

The proposed project involves amendments to the Zoning Code and Downtown Code to implement state law and Housing Element programs to promote housing on a citywide level. The proposed project adds no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted 2021 IS-MND. Future projects would be required to adhere to the mitigation measures in the adopted 2021 IS-MND for the sites to be developed consistent with the Housing Element and to avoid or lessen any potentially significant environmental impacts. Future development facilitated by the 2021 – 2029 Housing Element programs would be subject to subsequent environmental and other discretionary review and permitting. Specific projects would require project-level CEQA review and identify and potentially require mitigation for any site-specific impacts associated with displacement. Therefore, the proposed project would not displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere. No impact would occur.

NO IMPACT

15 Public Services

		Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a.	Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
	1 Fire protection?	☐	☐	☐	■
	2 Police protection?	☐	☐	☐	■
	3 Schools?	☐	☐	☐	■
	4 Parks?	☐	☐	☐	■
	5 Other public facilities?	☐	☐	☐	■

Environmental Setting

Fire Protection

Fire prevention, fire suppression, and emergency medical services are provided throughout Oxnard by the Oxnard Fire Department (OFD). There are eight fire stations in Oxnard as of April 2020. The OFD is staffed by 124 uniformed members, with 36 on duty per shift. Based on the current population, Oxnard's ratio at the time this report was written is one firefighter per approximately 1,661 residents, and the eight fire stations serve approximately 26,000 residents per station. These numbers are below national standards, which state one firefighter for every 1,000 residents is the desired ratio (National Fire Protection Association 2020). Emergency calls per service unit are approximately 30,000 annually, distributed across 10 units. More than 70 percent of these originate from residential uses, which have the highest impact on fire protection services (OFD 2021). OFD can access additional manpower and equipment through an automatic aid agreement with Ventura County and mutual aid agreements with the City of Ventura and Point Mugu Naval Air Station. OFD maintains an emergency fire call response time of 80 seconds (1 minute, 20 seconds) and based on data from June 23 to Jul 23, 2021, the average response time for emergency fire calls was 60.1 seconds (OFD). Response time is only one factor contributing to fire protection services and all standards that affect the ability of the OFD to provide services to the residents of Oxnard need to be assessed when considering potential impacts.

Police Protection

The Oxnard Police Department (OPD) is the local law enforcement agency responsible for providing police services to the city. The OPD operates several police storefronts and drop-in centers, but major operations are based in the Public Safety Building at 251 South C Street in Oxnard. The Patrol Division is part of OPD's Field Services Bureau and has four districts. In 2010, the OPD had 238 sworn officers and 152 civilian personnel. The 2021 population of Oxnard was 204,675 (DOF 2021), making the ratio 1.2 officers per 1,000 people. The OPD states its target service ratio is 1.3 officers per 1,000 residents, which is slightly more than current conditions. The OPD has 249 sworn officers and 126 civilian personnel.

Police units are usually mobile, making the actual distance between a headquarters facility and the project site less relevant. Instead, the number of officers on the street relates more directly to the realized response time. OPD has no official goal for emergency calls but strives to respond within five minutes or less. The OPD uses a metric of 0.5 police calls per year per resident. In 2007, OPD handled an average of 1,176 calls for service per year per patrol officer. In 2019, OPD handled an average of 1,134 calls for service per year per patrol officer. The optimum number is no more than 550 calls for service per person per patrol officer. Service response times average 5.8 minutes.

Libraries and Community Facilities

The Oxnard Public Library (OPL) provides library services throughout the city at three locations: Downtown Main Library, South Oxnard Center Library, and the Colonia Branch Library. The OPL has nearly 400,000 items in its collection. The State of California library standards are a goal of 0.5 square-foot of library facility per resident. The 1996 American Library Association minimum standard for public library space was 0.6 square-foot per person residing in the library's service area.

a.1. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered fire protection facilities, or the need for new or physically altered fire protection facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives?

a.2. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered police protection facilities, or the need for new or physically altered police protection facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives?

a.3. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered schools, or the need for new or physically altered schools, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios or other performance objectives?

a.4. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered parks, or the need for new or physically altered parks, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios or other performance objectives?

a.5. Would the project result in substantial adverse physical impacts associated with the provision of other new or physically altered public facilities, or the need for other new or physically altered public facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives?

The proposed project involves amendments to the Zoning Code and Downtown Code to implement state law and Housing Element programs to promote housing on a citywide level. The proposed project adds no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted 2021 IS-MND. Future projects would be required to adhere to the mitigation measures in the adopted 2021 IS-MND for the sites to be developed consistent with the Housing Element and to avoid or lessen any potentially significant environmental impacts. Future development facilitated by the 2021 – 2029 Housing Element programs would be subject to subsequent environmental and other discretionary review and permitting. No impact would occur.

NO IMPACT

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16 Recreation

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☐	■
b. Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☐	■

Environmental Setting

Park Facilities

The City of Oxnard Public Works Park Division manages all municipally owned and operated recreation and park facilities in the city. The Park Division operates and maintains 370 park acres, 81 miles of medians, and 129 acres of open space (City of Oxnard 2021b). With a 2021 population of approximately 204,675 residents (DOF 2021), the department had a ratio of 1.5 acres per 1,000 residents. As identified in the City of Oxnard 2030 General Plan, approximately 759 acres of developed or planned parks are in Oxnard (2030 General Plan page 1-21). When these are completed there will be about 2.76 acres of park facilities per 1,000 residents. If regional parks, beaches, and other accessible open space are all considered, then the parkland available to Oxnard residents is higher. The 2030 General Plan encourages the following standards for parks within the city (Table 4).

Table 4 City Park Standards

Type of Park	Net acres/1,000 Residents	Minimum Net Acres/Park	Service Radius
Mini/Pocket Park	no standard	no standard	0.33 mile
Neighborhood Park	1.5	5	0.5-1 mile
Community Park	1.5	20	1 to 1.5 miles
Total	**3.0**	**N/A**	**N/A**

a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

The proposed project involves amendments to the Zoning Code and Downtown Code to implement state law and Housing Element programs to promote housing on a citywide level. The proposed project adds no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted 2021 IS-MND. Future projects would be required to adhere to the mitigation measures in the adopted 2021 IS-MND for the sites to be developed consistent with the Housing Element and to avoid or lessen any potentially significant environmental impacts. Future development facilitated by the 2021 – 2029 Housing Element programs would be subject to subsequent environmental and other discretionary review and permitting. For those future projects requiring a discretionary action, project-level CEQA review would identify and require mitigation for any potential site-specific impacts associated with the deterioration of existing neighborhood and regional parks or other recreational facilities. Therefore, the proposed project would not result in substantial deterioration of existing recreation facilities. No impact would occur.

NO IMPACT

b. Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?

The proposed project involves amendments to the Zoning Code and Downtown Code to implement state law and Housing Element programs to promote housing on a citywide level. The proposed project adds no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted 2021 IS-MND. Future projects would be required to adhere to the mitigation measures in the adopted 2021 IS-MND for the sites to be developed consistent with the Housing Element and to avoid or lessen any potentially significant environmental impacts. Future development facilitated by the 2021 – 2029 Housing Element programs would be subject to subsequent environmental and other discretionary review and permitting. For those future projects requiring a discretionary action, project-level CEQA review would identify and require mitigation for any potential site-specific impacts associated with the construction or expansion of recreational facilities. Therefore, no impact would occur.

NO IMPACT

17 Transportation

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	☐	☐	☐	■
b. Conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?	☐	☐	☐	■
c. Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible use (e.g., farm equipment)?	☐	☐	☐	■
d. Result in inadequate emergency access?	☐	☐	☐	■

Environmental Setting

Oxnard is an urban/suburban city characterized by major arterial roadways that traverse the city north to south and east to west, described in detail in the 2030 General Plan Background Report (City of Oxnard 2006). U.S. 101 forms a northeasterly boundary and State Route 1 traverses the city from its intersection with U.S. 101 in the north to NAS Point Mugu in the southwest. SR 34 joins SR 1 at the eastern edge of the city and provides connectivity with Camarillo to the east. SR 232 connects U.S. 101 in the El Rio area and joins SR 118 just beyond the eastern city limits.

These roadways form a network for people traveling within and beyond the city and for the transport of goods within, from, and to the city. Other modes of transportation include walking and bicycling, passenger rail facilities, and other ride-share methods. Oxnard residents continue to rely on private automobiles for transportation in and out of the city, while the City continues to focus on reducing this dependency by providing opportunities for residential development in and near transportation corridors.

a. Would the project conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?

The City has also adopted the Bicycle and Pedestrian Facilities Master Plan (City of Oxnard 2011), which provides a broad vision, strategies, and actions for the improvement of bicycling and walking in Oxnard. The 2011 Bicycle Master Plan updates the 2002 Bicycle and Pedestrian Facilities Master Plan and was developed to build upon and enhance that plan. The purpose of this Plan is to expand the existing networks, close gaps, address constrained areas, provide greater connectivity, educate, encourage, and maximize funding sources.

The proposed project involves amendments to the Zoning Code and Downtown Code to implement state law and Housing Element programs to promote housing on a citywide level. The proposed project adds no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted 2021 IS-MND. Future projects would be required to adhere to the mitigation measures in the adopted 2021 IS-MND for the sites to be developed consistent with the Housing Element and to avoid or lessen any potentially significant environmental impacts. Future development facilitated by the 2021 – 2029 Housing Element programs would be subject to subsequent environmental and other discretionary review and permitting. The City of Oxnard is in the process of developing a city-wide climate action and adaptation plan (CAAP) that will provide a robust and innovative approach to addressing future climate goals and develop a vision for how sustainability should be implemented in the city (City of Oxnard 2021c). Therefore, the proposed project would not conflict with a program, plan, ordinance or policy addressing the circulation system. No impact would occur.

NO IMPACT

b. Would the project conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?

The proposed project involves amendments to the Zoning Code and Downtown Code to implement state law and Housing Element programs to promote housing on a citywide level. The proposed project adds no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted 2021 IS-MND. Future projects would be required to adhere to the mitigation measures in the adopted 2021 IS-MND for the sites to be developed consistent with the Housing Element and to avoid or lessen any potentially significant environmental impacts. Future development facilitated by the 2021 – 2029 Housing Element programs would be subject to subsequent environmental and other discretionary review and permitting. Therefore, the proposed project would not conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b) and no impacts would occur.

NO IMPACT

c. Would the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible use (e.g., farm equipment)?

The proposed project involves amendments to the Zoning Code and Downtown Code to implement state law and Housing Element programs to promote housing on a citywide level. The proposed project adds no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted 2021 IS-MND. Future projects would be required to adhere to the mitigation measures in the adopted 2021 IS-MND for the sites to be developed consistent with the Housing Element and to avoid or lessen any potentially significant environmental impacts. Future development facilitated by the 2021 – 2029 Housing Element programs would be subject to subsequent environmental and other discretionary review and permitting. Therefore, the proposed project would not substantially increase hazards due to a geometric design feature or incompatible use and no impacts would occur.

NO IMPACT

d. Would the project result in inadequate emergency access?

The proposed project involves amendments to the Zoning Code and Downtown Code to implement state law and Housing Element programs to promote housing on a citywide level. The proposed project adds no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted 2021 IS-MND. Future projects would be required to adhere to the mitigation measures in the adopted 2021 IS-MND for the sites to be developed consistent with the Housing Element and to avoid or lessen any potentially significant environmental impacts. Future development facilitated by the 2021 – 2029 Housing Element programs would be subject to subsequent environmental and other discretionary review and permitting. Therefore, the proposed project would not result in inadequate emergency access and no impacts would occur.

NO IMPACT

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18 Tribal Cultural Resources

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in a Public Resources Code Section 21074 as either a site, feature, place, or cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
a. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k)?	☐	☐	☐	■
b. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1? In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☐	☐	■

a. Would the project cause a substantial adverse change in the significance of a tribal cultural resource as defined in Public Resources Code Section 21074 that is listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k)?

b. Would the project cause a substantial adverse change in the significance of a tribal cultural resource as defined in Public Resources Code 21074 that is a resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1?

As of July 1, 2015, California Assembly Bill 52 of 2014 (AB 52) was enacted and expanded CEQA by defining a new resource category, "tribal cultural resources (TCR)." AB 52 establishes that "[A] project with an effect that may cause a substantial adverse change in the significance of a tribal cultural resource is a project that may have a significant effect on the environment." (Public

Resources Code Section 21084.2). It further states that the lead agency shall establish measures to avoid impacts that would alter the significant characteristics of a tribal cultural resource, when feasible (Public Resources Code Section 21084.3).

Effects on tribal cultural resources are only knowable once a specific project has been proposed because the effects depend highly on the individual project site conditions and the characteristics of the proposed activity. New TCRs may be identified or established over the course of the phased implementation of the 2021-2029 Housing Element, which is expected to occur over the course of eight years. Therefore, as specific projects are proposed, consultation with tribes under AB 52 may occur to determine if any TCRs may be impacted by project specific elements.

The proposed project involves amendments to the Zoning Code and Downtown Code to implement state law and Housing Element programs to promote housing on a citywide level. The proposed project adds no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted 2021 IS-MND. Future projects would be required to adhere to the mitigation measures in the adopted 2021 IS-MND for the sites to be developed consistent with the Housing Element and to avoid or lessen any potentially significant environmental impacts. Future development facilitated by the 2021 – 2029 Housing Element programs would be subject to subsequent environmental and other discretionary review and permitting. Therefore, the proposed project would not result in substantial adverse change in the significance of a tribal cultural resource. No impact would occur.

NO IMPACT

19 Utilities and Service Systems

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	☐	■
b. Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	☐	☐	☐	■
c. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☐	■
d. Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☐	■
e. Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	☐	☐	☐	■

Environmental Setting

Water Supply

The City of Oxnard uses a combination of local groundwater and imported surface water to serve its customers. Generally, the City's water supply is provided by City-owned groundwater wells, groundwater purchased through the United Water Conservation District (UWCD) and imported surface water purchased through the Calleguas Municipal Water District. Currently all customers in the city receive a 1:1 ratio blend of imported water and local water (City of Oxnard 2006).

Wastewater

The Wastewater Division of the City Public Works Department owns, operates, and maintains wastewater collection and treatment infrastructure, including over 400 miles of sewer pipelines and 15 wastewater pumping stations. The collection system conveys flow to the Oxnard Wastewater Treatment Plant (OWTP). Most of the flow in the system is conveyed through the Ventura Road, Rose Avenue, Redwood, Western, Central, and Eastern trunk sewers (City of Oxnard 2006). The OWTP has an average dry weather treatment capacity of 31.7 million gallons per day (City of Oxnard 2017b).

Solid Waste Disposal

The City of Oxnard provides solid waste collection and recycling service to residences and businesses in Oxnard (City of Oxnard 2006). Solid waste collected in Oxnard is taken to the City-owned and operated Del Norte Regional Recycling and Transfer Station, a material recovery and waste transfer facility (MRF), located at the corner of Sturgis Road and Del Norte Road. Recoverable materials are removed from the waste stream at the MRF for recycling. The permitted capacity of the MRF is 2,779 tons per day (CalRecycle 2021a).

Solid waste that cannot be recycled is taken to either the Toland Road Landfill east of Santa Paula or the Simi Valley Landfill. The Toland Road Landfill has a permitted capacity of 1,500 tons of solid waste per day and has a projected closure date of May 31, 2027 (CalRecycle 2021b). The Ventura Regional Sanitation District operates the Toland Road Landfill, and recently adopted a Certified Use Permit (CUP) to replace the permitted disposal maximum of 15 million tons to a height maximum of 1,435 feet above mean sea level, which would be managed by various techniques that would allow for more capacity without increasing the landfill footprint (Ventura Regional Sanitation District 2020). The Simi Valley Landfill & Recycling Center is a private facility operated by Waste Management, Inc. with a daily capacity of 9,250 tons of solid waste. The projected closure date for the Simi Valley Landfill is May 31, 2063 (CalRecycle 2021c).

Stormwater

Oxnard has a relatively flat topography, reaching a maximum of 80 feet above sea level. While much of the city is urbanized, a significant portion of Oxnard is undeveloped. These open areas allow for percolation and minimize runoff. Alternatively, developed areas with impervious surfaces generate increased surface runoff (City of Oxnard 2006). Storm drain facilities are maintained by the Public Works Department and the County of Ventura. This drainage system is used to handle stormwater runoff. Agricultural operations often use private underground tile lines to drain water into the city's storm drains or natural drainage courses.

a. Would the project require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?

b. Would the project have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?

c. Would the project result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

The proposed project involves amendments to the Zoning Code and Downtown Code to implement state law and Housing Element programs to promote housing on a citywide level. The proposed project adds no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted 2021 IS-MND. Future projects would be required to adhere to the mitigation measures in the adopted 2021 IS-MND for the sites to be developed consistent with the Housing Element and to avoid or lessen any potentially significant environmental impacts. Future development facilitated by the 2021 – 2029 Housing Element programs would be subject to subsequent environmental and other discretionary review and permitting. Specific future projects would require project-level CEQA review and identify and potentially require mitigation for any site-specific impacts associated with water supply, wastewater generation and treatment, stormwater, electricity, natural gas, and telecommunications. Therefore, no impact would occur.

NO IMPACT

d. Would the project generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

e. Would the project comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

The proposed project involves amendments to the Zoning Code and Downtown Code to implement state law and Housing Element programs to promote housing on a citywide level. The proposed project adds no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted 2021 IS-MND. Future projects would be required to adhere to the mitigation measures in the adopted 2021 IS-MND for the sites to be developed consistent with the Housing Element and to avoid or lessen any potentially significant environmental impacts. Future development facilitated by the 2021 – 2029 Housing Element programs would be subject to subsequent environmental and other discretionary review and permitting. Therefore, the proposed project would not generate excess solid waste or conflict with any statutes or regulations pertaining to solid waste. No impact would occur.

NO IMPACT

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20 Wildfire

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
a. Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	■
b. Due to slope, prevailing winds, and other factors, exacerbate wildfire risks and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	☐	☐	☐	■
c. Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☐	■
d. Expose people or structures to significant risks, including downslopes or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☐	■

Environmental Setting

Oxnard is a densely built, mostly flat urban area, with the City of Ventura to the north, agricultural land to the east, Port Hueneme to the south, and the Pacific Ocean to the west. Nonetheless, recent years have shown wildfire risk in urban areas to be increasing, particularly where they abut open space areas. The California Department of Forestry and Fire (CAL FIRE) prepared revised fire hazard severity maps in the wake of recent catastrophic wildfires that burned wildland and urban areas alike, including the 2017 Thomas Fire in Ventura, the seventh-largest wildfire in modern California history (CAL FIRE 2021a).

According to CAL FIRE, even though surrounding communities are in high or very high fire hazard severity zones, Oxnard is not in a State Responsibility Area, meaning that wildfire risk is the responsibility of local agencies (CAL FIRE 2021b). This, in turn, indicates that CAL FIRE does not consider Oxnard to be at high risk for wildfire due to the buffers provided by continuous urban

development between the city limits and the nearest wildland spaces. Furthermore, the City of Oxnard does not have any lands classified by the State as very high fire hazard severity zones.

a. If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project substantially impair an adopted emergency response plan or emergency evacuation plan?

The proposed project site is not in or near a designated very high fire hazard severity zone of local, state, or federal responsibility according to the CAL FIRE (CAL FIRE 22021b). Additionally, Oxnard is not a Wildland Urban Interface, which means development in the City is not located in areas prone to wildfire. Specific projects would require project-level CEQA review and identify and potentially require mitigation for any site-specific impacts associated with emergency plans. The proposed project involves amendments to the Zoning Code and Downtown Code to implement state law and Housing Element programs to promote housing on a citywide level. The proposed project adds no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted 2021 IS-MND. Future projects would be required to adhere to the mitigation measures in the adopted 2021 IS-MND for the sites to be developed consistent with the Housing Element and to avoid or lessen any potentially significant environmental impacts. Future development facilitated by the 2021 – 2029 Housing Element programs would be subject to subsequent environmental and other discretionary review and permitting. No impact would occur.

NO IMPACT

b. If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project, due to slope, prevailing winds, and other factors, exacerbate wildfire risks and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?

d. If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project expose people or structures to significant risks, including downslopes or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

As discussed above, under response “20.a,” the proposed project area is not located near a state responsibility area or classified as having a high fire hazard. The proposed project involves amendments to the Zoning Code and Downtown Code to implement state law and Housing Element programs to promote housing on a citywide level. The proposed project adds no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted 2021 IS-MND. Future projects would be required to adhere to the mitigation measures in the adopted 2021 IS-MND for the sites to be developed consistent with the Housing Element and to avoid or lessen any potentially significant environmental impacts. Future development facilitated by the 2021 – 2029 Housing Element programs would be subject to subsequent environmental and other discretionary review and permitting. Specific projects requiring discretion would require project-level CEQA review and identify and potentially require mitigation for any site-specific impacts. associated with exacerbating wildfire risks and exposing people or structures to significant risks. No impact would occur.

NO IMPACT

c. If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?

As discussed above, under response "20.a," the Plan Area is not located near a state responsibility area or classified as having a high fire hazard. The proposed project involves amendments to the Zoning Code and Downtown Code to implement state law and Housing Element programs to promote housing on a citywide level. The proposed project adds no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted 2021 IS-MND. Future projects would be required to adhere to the mitigation measures in the adopted 2021 IS-MND for the sites to be developed consistent with the Housing Element and to avoid or lessen any potentially significant environmental impacts. Future development facilitated by the 2021 – 2029 Housing Element programs would be subject to subsequent environmental and other discretionary review and permitting. Therefore, the proposed project would not require additional roads, fuel breaks, emergency water sources, power lines or other utilities that would exacerbate fire risk. No impact would occur.

NO IMPACT

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21 Mandatory Findings of Significance

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Does the project:				
a. Have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☐	☐	■
b. Have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	☐	☐	☐	■
c. Have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☐	■

a. Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

The proposed project involves amendments to the Zoning Code and Downtown Code to implement state law and Housing Element programs to promote housing on a citywide level. The proposed project adds no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted 2021 IS-MND. Future projects would be required to adhere to the mitigation measures in the adopted 2021 IS-MND for the sites to be developed consistent with the Housing Element and to avoid or lessen any potentially significant environmental impacts. Future development facilitated by the 2021 – 2029 Housing Element programs would be subject to

subsequent environmental and other discretionary review and permitting. Therefore, the proposed project would not result in any impacts associated with eliminating important examples of the major periods of California history or prehistory. No impact would occur.

NO IMPACT

b. Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?

As discussed in Sections 1 through 20, the proposed project involves amendments to the Zoning Code and Downtown Code to implement state law and Housing Element programs to promote housing on a citywide level. The proposed project adds no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted 2021 IS-MND. Future projects would be required to adhere to the mitigation measures in the adopted 2021 IS-MND for the sites to be developed consistent with the Housing Element and to avoid or lessen any potentially significant environmental impacts. Future development facilitated by the 2021 – 2029 Housing Element programs would be subject to subsequent environmental and other discretionary review and permitting. Specific projects requiring discretion would require project-level CEQA review and identify and potentially require mitigation for any site-specific impacts. The proposed project would not directly result in any impacts to the above-discussed areas and therefore, project impacts would not be cumulatively considerable. No impact would occur.

NO IMPACT

c. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

In general, impacts to human beings are associated with air quality, hazards and hazardous materials, and noise. As discussed in Section 3, *Air Quality*, Section 9, *Hazards and Hazardous Materials*, and Section 13, *Noise*, the proposed project would not directly result in a specific development project or a substantial amount of new development. Rather, the purpose of the project is to promote housing on a citywide level through the Zoning Code and Downtown Code amendments to implement state law and Housing Element programs. The proposed project adds no new residential sites, no additional units, and no increase in density for housing beyond those analyzed in the adopted 2021 IS-MND. Future projects would be required to adhere to the mitigation measures in the adopted 2021 IS-MND for the sites to be developed consistent with the Housing Element and to avoid or lessen any potentially significant environmental impacts. Future development facilitated by the 2021 – 2029 Housing Element programs would be subject to subsequent environmental and other discretionary review and permitting. Specific projects requiring discretion would require project-level CEQA review and identify and potentially require mitigation for any site-specific impacts. Therefore, the proposed project would not cause substantial adverse effects on human beings. No impact would occur.

NO IMPACT

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ATTACHMENT 6

GENERAL PLAN CONSISTENCY ANALYSIS

POLICY	LEVEL	GENERAL PLAN POLICY OR TITLE	EXPLANATION
CD-1.5	I	Housing Variety. Promote the development of a variety of housing types throughout the City including apartments, condominiums, lofts, townhouses, and attached and detached single family units.	The ZTA promotes development of a variety of housing types and affordability levels throughout the City, including multi-family housing, Supportive Housing, Low-barrier Navigation Centers and Farmworker housing in more locations.
CD-1.7	I	Compact Development. Promote the use of development patterns that are more compactly built and use space in an efficient aesthetic manner as part of the community vision.	The ZTA allows low-barrier navigation centers, single room occupancy units and other types of compact development.
CD-1.10	I	Jobs-Housing Balance. Consider the effects of land use proposals and decisions on efforts to maintain an appropriate jobs-housing balance ratio.	The ZTA promotes a balance of housing affordable to Oxnard workforce, including Farmworker housing.
CD-2.1	I	Zoning and General Plan Consistency. Amend the zoning code, zoning map, Coastal Land Use Program, and other land use regulations to make them consistent with the adopted and/or subsequently amended 2030 General Plan.	The ZTA amends zoning regulations to ensure consistency with the Adopted Amended 2021-2029 Housing Element Programs 6, 9, 22, 27 and 32 to update the OCC to comply with State housing laws.
CD-3.6	I	Barrier-Free Housing and Reasonable Accommodation. Support development of barrier-free housing and	Pursuant to Housing Element Program 6, the ZTA allow low-barrier navigation centers, single room occupancy units,

POLICY	LEVEL	GENERAL PLAN POLICY OR TITLE	EXPLANATION
		reasonable accommodation Zone Code provisions so that existing neighborhoods are user-friendly for people of all ages and supportive for those with disabilities and children.	residential care facilities and other types of housing for the disabled and special needs population. The ZTA also updates the Reasonable Accommodation findings within the OCC to comply with the Fair Housing Amendment Act.
CD-14.1		Design Review Process. In the evaluation of development proposals, continue to ensure that public and private development projects comply with City design policies, plans and guidelines.	Pursuant to Housing Element Program 6, the ZTA updates the OCC to codify the existing process and noticing procedures for DDR permits and Minor and Major Modifications to SUPs.
CD-16.6	I	Provide for a Diversity of Housing Choices. Provide for a range of housing choices for current and future residents in compliance with State housing element planning through a variety of land use designations and zoning classifications.	Pursuant to Housing Element Program 6 and 9, the ZTA promotes the provision of housing choice, including accessory dwelling units, emergency shelters, Low-barrier navigation centers, supportive housing, single room occupancy and farmworker housing.
CD-16.7	I	Flexibility in Regulation Implementation. Continue to research and amend the zoning code and related regulations in order to allow development to adequately respond to market conditions.	Pursuant to Housing Element Program 6, the ZTA amends the zoning code to streamline ordinance provisions, clarify permitting requirements and simplify code requirements. The ZTA also allows development of types of affordable housing in more locations, including supportive housing, single room

POLICY	LEVEL	GENERAL PLAN POLICY OR TITLE	EXPLANATION
			occupancy and farmworker housing.
ICS-8.5	1	Public Sidewalks and Pedestrian Orientation. Consider and require where appropriate and feasible the enhancement of the pedestrian environment as part of private development and public works projects, especially for public sidewalks.	The ZTA includes objective design standards for multifamily that requires direct pedestrian access between the public sidewalk and the primary building entry, and frontage improvements designed to connect with existing frontage improvements and to be consistent with public works plates.
ICS-9.4	I	Monitoring of Parking Conditions and Revise Regulations. Periodically evaluate the adequacy of parking standards in light of actual parking patterns and vehicle sizes; evaluate existing parking conditions, re-evaluate parking and loading demands, and develop and revise regulations as appropriate.	Pursuant to Housing Element Program 27, the ZTA updates ADU parking requirements to comply with state law, and establish fixed parking requirements for congregate living facilities, community care facilities, small residential care facilities and types of senior housing types so that parking studies are not needed or required for these uses.
MC-1.1	I	Review of Development Constraints. Periodically review the zoning ordinance, subdivision ordinance, and other infrastructure plans and programs to ensure they do not conflict with the continued viability of NBVC.	Pursuant to Housing Element Program 6, the ZTA amends the zoning code to streamline ordinance provisions, clarify permitting requirements and simplify code requirements. None of the provisions of the ZTA conflict with continued viability of the NBVC.

POLICY	LEVEL	GENERAL PLAN POLICY OR TITLE	EXPLANATION
MC-4.4	I	Affordable Housing. Promote the availability and development of off-base affordable housing to meet the needs of the military personnel and their dependents.	The ZTA promotes the development of various types of affordable housing city-wide, including accessory dwelling units, emergency shelters, Low-barrier navigation centers, supportive housing, single room occupancy and farmworker housing.
H-2.2	I	Balanced Opportunities. Provide opportunities to the private and public sectors to produce housing that meets the needs of special needs, extremely low-, very low-, low-, moderate-, and above moderate income housing to achieve a balanced community.	Pursuant to Housing Element Program 6, the ZTA allows low-barrier navigation centers, single room occupancy units, residential care facilities and other types of housing for the private sector to produce that meets the needs of special needs, extremely low-, very low-, low-income persons.
H-2.7	I	Encourage Accessory Dwelling Units. Allow and encourage development of accessory dwelling units while protecting the character of the surrounding neighborhoods.	Pursuant to Housing Element Programs 6 and 27, the ZTA removes the ADU replacement parking for garage conversions, consistent with state law.
H-3.6	I	Reasonable Accommodation Procedure. Continue to provide persons with disabilities a procedure to adjust development standards for reasonable accommodation.	Pursuant to Housing Element Program 6, the ZTA updates the Reasonable Accommodation findings within the OCC to comply with the Fair Housing Amendment Act.

POLICY	LEVEL	GENERAL PLAN POLICY OR TITLE	EXPLANATION
H-4.2	I	Affordable Housing Incentives. Offer regulatory incentives and design flexibility for affordable housing, such as relief from residential development standards, and/or fee waivers as appropriate and consistent with state housing laws.	Pursuant to Housing Element Program 6, the ZTA updates the Density Bonus ordinance to provide increased development incentives, consistent with state Density Bonus law.
H-4.3	I	Processing. Provide for streamlined, timely, and coordinated processing of affordable residential development projects to minimize land acquisition, holding costs, and/or upfront project development costs.	Pursuant to Housing Element Programs 6 and 32, and in compliance with SB 330, the ZTA creates objective design standards for eligible projects. The ZTA also codifies the existing process for DDRs and Modifications to SUPs to provide greater certainty and transparency for the development community, thereby reducing a barrier to development.
H-5.4	I	Continuum of Care and Homeless Plan. Support continued efforts to implement the Ventura County Continuum of Care program for the homeless and the Oxnard Five-Year Homeless Program.	Pursuant to Housing Element Program 6, The ZTA reduces OCC requirements for emergency shelters and adds Low-barrier Navigation Centers by-right in areas zoned for mixed-use and nonresidential zones permitting multifamily uses.
H-5.8	I	Promote Infill Development. Promote quality residential infill development through the creation/adoption of flexible development standards and other programs as funding resources allow.	Pursuant to Housing Element Programs 6 and 32, and in compliance with SB 330, the ZTA creates objective design standards for eligible multi-family projects.
CD-5.2	II	Compatible Land Use	Policies listed as Level II are related to the City's entitlement,

POLICY	LEVEL	GENERAL PLAN POLICY OR TITLE	EXPLANATION
CD-5.3 CD-14.1 CD-14.2 CD-14.3 ICS-1.2 SH-6.13 SH-7.9		Available Services Design Review Process Development Advisory Committee Function Quality of Design Development impacts to existing Infrastructure New Development Noise Compatibility Sensitive Land Use Planning	development, and environmental review procedures and uniformly applied standards.
All others	III	All policies not listed above	No or Distant Applicability to the Proposed ZTA and foreseeable subsequent development

ATTACHMENT 7

ACCESSORY DWELLING UNIT STANDARDS

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING CHAPTER 16 (ZONING) OF THE OXNARD CITY CODE (OCC) §16-467 ACCESSORY DWELLING UNITS AND §16-622 PARKING SPACE AND LOADING REQUIREMENTS, RELATED TO IMPLEMENTATION OF THE 2021-2029 HOUSING ELEMENT. FILED BY CITY OF OXNARD, COMMUNITY DEVELOPMENT DEPARTMENT, 214 SOUTH C STREET, OXNARD, CA, 93030.

WHEREAS, the City Council of the City of Oxnard has considered Zone Text Amendment (ZTA) PZ No. 23-580-03, filed by the City of Oxnard Community Development Department, to amend Chapter 16 of the Oxnard City Code (OCC). The proposed modification is to update the Accessory Dwelling Unit (ADU) parking requirements in OCC Sections 16-468 and 16-622 to comply with current State law (Government Code 65852.2 subd. (a)(1)(D)(xi)) that replacement of off-street parking spaces cannot be required when ADUs are created through the conversion of a garage, carport or covered parking structure and Government Code 65852.2 subd. (a)(1)(D)(x)], that allows ADU parking spaces on existing driveways; and update the impact fee requirements in OCC Section 16-467 to be consistent with State ADU guidelines that ADU fees for ADUs 750 square feet should be proportional to existing single family or average square footage of units for multifamily development; and

WHEREAS, on October 25, 2022 the State of California Department of Housing and Community Development (HCD) certified the City of Oxnard 2021-2029 Housing Element. Programs 6, 9, 22, 27 and 32 of the 2021-2029 Housing Element require the City update Chapter 16 of the Oxnard City Code (OCC) by 2023 to comply with state laws on ADU parking, Density Bonus, Supportive Housing, Emergency Shelters, Low-Barrier Navigation Centers, Single Room Occupancy, Farmworker Housing, Residential Care Facilities, Reasonable Accommodation; and other ordinance modifications to streamline, clarify and simplify permitting requirements to comply with State regulatory requirements and laws; and

WHEREAS, on September 7, 2023 the Planning Commission held a public hearing on the amendments to Chapter 16 of the OCC to implement Zoning Text Amendments (ZTA) stipulated in the adopted Amended 2021-2029 Housing Element Programs 6, 9, 22, 27 and 32 and adopted a Resolution recommending that the City Council approve Planning & Zoning Permit No. 23-580-03 (Zone Text Amendment); and

WHEREAS, on November 7, 2023, the City Council of the City of Oxnard conducted a duly noticed public hearing to consider Planning and Zoning Permit No. 23-580-03 (Zone Text Amendment) in accordance with the OCC, and

WHEREAS, the City Council received written and verbal comments from the public; and

WHEREAS, the City Council finds the proposed Zoning Text Amendment is in the public interest and general welfare by complying with State law and encouraging the orderly development of small accessory structures and/or buildings on residential lots and providing residents with increased flexibility in providing parking for garage conversions to accommodate ADUs. 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 ZTA does not involve any direct physical changes to the environment. There are no changes in landforms or an intensification of land uses as a part of the proposed ZTA and all public services for existing land uses will remain as-is, with no changes and no diminishment of service or safety; and

WHEREAS, the proposed ZTA to Chapter 16 of the OCC would establish specific provisions consistent with the action items and policy directives in the 2030 General Plan; and

WHEREAS, the City Council determined that this action is exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Sections 15060(c)(2) and (3) and 15061(b)(3) as this ZTA is a regulatory action which will not result in direct or reasonably foreseeable indirect physical change in the environment and when it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment are not subject to CEQA; and

WHEREAS, it is in the public interest, consistent with the 2030 General Plan.

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

Section 1. Oxnard City Code Chapter 16, Article V, Division 13 entitled “Accessory Dwelling Units”, Section 16-468 and Article X, Division 2 “Parking and Loading Space Requirements” are amended to read as follows **(Only underlined portions are to be added)**:

ARTICLE V. SPECIFIC USE REQUIREMENTS

DIVISION 13. ACCESSORY DWELLING UNITS

SEC. 16-467. GENERAL STANDARDS FOR ALL ACCESSORY DWELLING UNITS.

Except as provided in section 16-469, ("Fire Safety Exception to Setback Requirements for Accessory Dwelling Units") or as stipulated in section 16-467.1, 16-467.2, or 16-467.3, accessory dwelling units shall meet or exceed all of the following standards.

(A) Functional areas - The accessory dwelling unit shall comply with all applicable habitability standards. The accessory dwelling unit shall contain an independent kitchen facility that shall include the following features: (i) sink; (ii) refrigerator of more than five-cubic feet capacity; and (iii) range or cooktop. The accessory dwelling unit shall include a separate bathroom with sink, toilet, and bathing facility; and separate or combined living and sleeping areas.

(B) Foundation - The accessory dwelling unit shall be constructed on a permanent foundation, complying to the California Building Standards Code.

(C) Architecture - An attached or detached accessory dwelling unit shall comply with the architectural standards of section 16-23 and shall be of materials, colors and in a style which are each compatible with the primary residence, or as reasonable as determined by the director.

(D) Public utility connection fees, meters, and capacity upgrades - The accessory dwelling unit shall be served by adequate public utility facilities including, but not limited to, electric, sewer, water and streets, as certified by the public works director.

(1) Accessory dwelling units shall not be considered by a local agency, special district, or water corporation to be a new residential use for the purposes of calculating connection fees or capacity charges for utilities, including water and sewer service.

(2) New utility connection or payment of impact fees shall not be required for an accessory dwelling unit of less than 750 gross square feet.

(3) ~~New utility connection or payment of impact fees shall be required for an accessory dwelling unit of 750 gross square feet or larger based on the following formula:~~

~~(a) Calculate full impact and/or connection fees based on the total accessory dwelling unit size;~~

~~(b) Divide accessory dwelling unit size remainder greater than 750 square feet into the total size in (a);~~

~~(c) Multiply (a) times (b).~~

Any impact fees charged for an accessory dwelling unit of 750 square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling unit. Impact fees for an ADU of 750 square feet or more on a lot with a multifamily dwelling shall be charged at the adopted multi-family rate appropriate for the construction type. For purposes of this paragraph, "impact fee" does not include City of Oxnard water or sewer connection fees or capacity charges.

SEC. 16-468. OFF-STREET PARKING.

(A) Parking requirements - The requirements of city code section 16-622(F) (entitled "Schedule of Vehicle-Off-Street Parking Requirements") apply, where not specified in this section.

(B) Off-street parking requirements for accessory dwelling units shall not exceed one parking space per unit or per bedroom, whichever is less. These spaces may be provided as tandem parking. ~~The accessory dwelling unit parking space(s) may not be located in the required front yard setback.~~

(C) Off-street parking is not required in any of the following instances when the applicant demonstrates that:

(1) The accessory dwelling unit is located within one-half mile walking distance of public transit, including transit stations and bus stations;

(2) The accessory dwelling unit is located within an architecturally and historically significant historic district;

(3) The accessory dwelling unit is a type 2A, 2B, or type 4, constructed entirely within the proposed or existing primary dwelling unit or an attached or detached accessory structure and/or garage;

(4) When on-street parking permits are required by the city but not offered to the occupant of the accessory dwelling unit; or

(5) When there is a car share vehicle use located within one block of the accessory dwelling unit.

(D) Demolished or converted required parking spaces - When a required garage, carport, or covered parking structure for the primary dwelling unit is demolished or converted in conjunction with the construction of an accessory dwelling unit, no replacement parking spaces are required. ~~required parking for the primary dwelling unit shall be provided on the property, outside of the front yard setback, and on a city approved pad or structure.~~ (Ord. No. 2914, 2925, 2959, 2984)

ARTICLE X. OFF-STREET PARKING

DIVISION 2. PARKING SPACE AND LOADING REQUIREMENTS

SEC. 16-622. SCHEDULE OF VEHICLE OFF-STREET PARKING REQUIREMENTS.

(F) The following table lists the minimum off-street parking requirements for the city.

Uses	***Minimum Off-Street Parking Requirements***	***Notes***
Residential:		
Detached single-family units:		
Detached single-family dwelling with either (1) detached accessory dwelling unit or (2) the construction of additional square footage to accommodate an attached accessory dwelling unit	Same as above for the single family dwelling. For accessory dwelling units: In addition to the required parking for the single family dwelling, there shall also be a number of vehicle parking spaces equal to ~~the greater of~~ : (a) one; or (b) the number of bedrooms in the accessory dwelling unit, <u>whichever is less</u>. The vehicular access to the parking area for the accessory dwelling unit shall be at least ten feet wide and paved. The required parking space(s) for an accessory dwelling unit are not required to be covered.	Parking for accessory units may be provided either as (1) tandem parking on an existing driveway or in an existing garage; or (2) in a setback area. ~~The accessory dwelling unit parking space(s) may not be located in the required front yard setback.~~ The parking shall be located on the same lot as the primary residential dwelling unit. The director may, however, disapprove such tandem/setback parking if the director finds that the tandem/setback parking is not feasible based upon specific site or regional topographical or fire and life safety conditions, or that it is not permitted anywhere else in the jurisdiction. ~~The accessory dwelling unit parking space(s) may not be located in the front yard.~~ ~~The parking shall be located on the same lot as the primary residential dwelling unit.~~

<u>Section 2.</u> If any section, sentence, clause or phrase of this Ordinance is determined to be invalid, illegal or unconstitutional by a decision or order of any court of competent jurisdiction, then decision or order shall not affect the validity and enforceability of the remaining portions of this Ordinance. The City Council declares that it would have passed and adopted this Ordinance, and each section, sentence, subsection, clause, phrase, part or portion thereof, regardless of the fact that any one or more sections, sentences, subsections, clauses, phrases, be declared invalid or unconstitutional.

<u>Section 3.</u> 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 4. Exempt from CEQA. The City Council determines and finds that the adoption of this Ordinance is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) and (3) and 15061(b)(3) of the Guidelines to the California Environmental Quality Act because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Therefore, CEQA does not apply to this action.

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

Section 6. 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 November 7, 2023, and finally adopted on _____, to become effective thirty (30) days thereafter.

SIGNATURES ON FOLLOWING PAGE

PASSED AND ADOPTED this _____ day of _____ 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

ATTACHMENT 8

DENSITY BONUS

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING CHAPTER 16 (ZONING) OF THE OXNARD CITY CODE (OCC) §16-410 DENSITY BONUS, RELATED TO IMPLEMENTATION OF THE 2021-2029 HOUSING ELEMENT. FILED BY CITY OF OXNARD, COMMUNITY DEVELOPMENT DEPARTMENT, 214 SOUTH C STREET, OXNARD, CA, 93030.

WHEREAS, the City Council of the City of Oxnard has considered Zone Text Amendment (ZTA) PZ No. 23-580-03, filed by the City of Oxnard Community Development Department, to amend Chapter 16 of the Oxnard City Code (OCC).

WHEREAS, the proposed modification is to update the Density Bonus ordinance in OCC Section 16-410 to comply with current State Density Bonus law (Government Code 65915 et seq.), including an increase in allowable density bonus up to 50%, an increase in number of incentives, reductions in the affordability requirements for incentives, reduction and waiver of parking requirements under certain circumstances, removal of the common interest requirement for for-sale development, and other revisions to the State Density Bonus law. This modification also updates the numbering within Section 16-410 from letters denoting subsections (16.410A, 16-410B, etc.) to numbers (16-410.1, 16-410.2, etc.) to be consistent with the numbering format for most sections in Chapter 16; and

WHEREAS, on October 25, 2022 the State of California Department of Housing and Community Development (HCD) certified the City of Oxnard 2021-2029 Housing Element. Programs 6, 9, 22, 27 and 32 of the 2021-2029 Housing Element require the City update Chapter 16 of the Oxnard City Code (OCC) by 2023 to comply with state laws on ADU parking, Density Bonus, Supportive Housing, Emergency Shelters, Low-Barrier Navigation Centers, Single Room Occupancy, Farmworker Housing, Residential Care Facilities, Reasonable Accommodation; and other ordinance modifications to streamline, clarify and simplify permitting requirements to comply with State regulatory requirements and laws; and

WHEREAS, on September 7, 2023 the Planning Commission held a public hearing on the amendments to Chapter 16 of the OCC to implement Zoning Text Amendments (ZTA) stipulated in the adopted Amended 2021-2029 Housing Element Programs 6, 9, 22, 27 and 32 and adopted a Resolution recommending that the City Council approve Planning & Zoning Permit No. 23-580-03 (Zone Text Amendment); with the following recommended revisions:

1. Minor text revisions identified by staff in an Attachment to the Planning Commission at the hearing on September 7, 2023, based on community input; and
2. Revise draft OCC Section 16-441.3(C) to require an on-site manager for SRO Development of 16 or more units and off-site or on-site management for SRO Development with less than 16 units; and
3. Revise OCC Section 16-622 existing off-site parking requirements for Group quarter style facilities from one space for every 4 farm workers to one space for every six farm workers; and
4. Revise OCC Section 16-622 draft off-site parking requirement for SRO Development to remove

all vehicle parking requirements and only require one long term bicycle storage space per unit; and

WHEREAS, on November 7, 2023, the City Council of the City of Oxnard conducted a duly noticed public hearing to consider Planning and Zoning Permit No. 23-580-03 (Zone Text Amendment) in accordance with the OCC, and

WHEREAS, the City Council received written and verbal comments from the public; and

WHEREAS, the City Council finds the proposed Zoning Text Amendment is in the public interest and general welfare by complying with State law and encouraging development of affordable housing in compliance with current State Density Bonus law. 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 ZTA does not involve any direct physical changes to the environment. There are no changes in landforms or an intensification of land uses as a part of the proposed ZTA and all public services for existing land uses will remain as-is, with no changes and no diminishment of service or safety; and

WHEREAS, the proposed ZTA to Chapter 16 of the OCC would establish specific provisions consistent with the action items and policy directives in the 2030 General Plan; and

WHEREAS, the City Council determined that this action is exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Sections 15060(c)(2) and (3) and 15061(b)(3) as this ZTA is a regulatory action which will not result in direct or reasonably foreseeable indirect physical change in the environment and when it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment are not subject to CEQA; and

WHEREAS, it is in the public interest, consistent with the 2030 General Plan.

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

Section 1. Oxnard City Code Chapter 16, Article IV, Division 7A entitled "Density Bonus and Related Incentives and Concessions Program", Section 16-410 et seq. is amended to read as follows **(Only underlined portions are to be added)**:

DIVISION 7A. DENSITY BONUS AND RELATED INCENTIVES AND CONCESSIONS PROGRAM

16-410~~A~~.1. Purpose
16-410~~B~~.2. Definitions
16-410~~C~~.3. Eligibility for density bonuses and incentives
16-410~~D~~.4. Fees
16-410~~E~~.5. Application required
16-410~~F~~.6. Content of application
16-410~~G~~.7. Effect of proposal for waiver or reduction of development standards
16-410~~H~~.8. Density bonus allowance for housing development with affordable housing component
16-410~~I~~.9. Density bonus for housing development with affordable housing component and child care facility
16-410~~J~~.10. Density bonus for senior citizen housing development
16-410~~K~~.11. Density bonus for land donation
16-410~~L~~.12. Affordable housing incentives

16-410~~M~~.13. Number of incentives granted
16-410~~N~~.14. Criteria for denial of application for incentives
16-410~~O~~.15. Waiver or modification of development standards
16-410~~P~~.16. Parking standard modifications for qualified housing developments
16-410~~Q~~.17. Density bonus and affordable housing incentive program
16-410~~R~~.18. Determination on density bonus and affordable housing incentive program requests
16-410~~S~~.19. Affordable housing agreement and equity sharing agreement
16-410~~T~~.20. Density bonus or incentive for condominium conversion projects
16-410~~U~~.21. Enforcement provisions
16-410~~V~~.22. Burden is on applicant

ARTICLE V. SPECIFIC USE REQUIREMENTS

DIVISION 7A. DENSITY BONUS AND RELATED INCENTIVES AND CONCESSIONS PROGRAM

SEC. 16-410~~A~~.1. PURPOSE.

The purpose of this Division 7A is to meet the requirements set forth in Cal. Gov't Code, Section 65915 *et seq*. (known as the State Density Bonus Law). If any provision of this Division 7A conflicts with State law, or provides more rights than are legally required by State law, the minimum requirements of State law shall control.

(Ord. No. 2912)

SEC. 16-410~~B~~.2. DEFINITIONS.

In addition to the definitions in ~~s~~Section 16-10, the following definitions apply to this division and shall control over any conflicting definitions in ~~s~~Section 16-10. State law definitions, as they may be amended from time to time, control over the definitions in this ~~s~~Section. Where the definitions are provided by State law, the citation to the statute follows.

(A) AFFORDABLE HOUSING AGREEMENT - an agreement between the City of Oxnard and the developer pursuant to Section 16-410.19.

(~~A~~ B) AFFORDABLE HOUSING BENEFITS - One or more of the following:

(1) A density bonus pursuant to ~~s~~Section 16-410.8;

(2) An incentive pursuant to ~~s~~Section 16-410.12;

(3) A development standard waiver or modification pursuant to ~~s~~Section 16-410.15; and

(4) A parking standard modification pursuant to ~~s~~Section 16-410.16.

(~~B~~C) AFFORDABLE HOUSING COST - The definition set forth in Cal. Health and Safety Code, Section 50052.5. (Cal. Gov't Code, Section 65915(c)(2))

(~~C~~D) AFFORDABLE HOUSING DEVELOPER - The applicant or permittee of a qualified housing development and its assignees or successors in interest.

(~~D~~E) AFFORDABLE RENT - The definition set forth in Cal. Health and Safety Code, Section 50053(b). (Cal. Gov't Code, Section 65915(c)(1))

(~~E~~F) AFFORDABLE UNIT - A residential dwelling unit that is guaranteed by the affordable housing developer to be rented or sold in accordance with the requirements of this division to one of the following:

(1) ~~A very low income household;~~

~~(2)~~ A lower income household (Cal. Health and Safety Code Section 50079.5); or

(~~3~~ 2) A moderate income household within a ~~common interest~~ for-sale development (Cal. Gov't Code, Section 65915(c)(l)-(c)(2)).

(3) A student housing rental bed for a lower income student, and its pro rata share of associated common area facilities. (Cal. Gov't Code, Section 65915(b)(1)(F)(ii)

(~~F~~G) APPROVAL AUTHORITY - The person or body within the ~~c~~City who is authorized to provide discretionary approval or ministerial approval of a housing development. If multiple persons or approval bodies are authorized to make one or more such approvals, then the person or body with the highest authority shall be deemed the approval authority.

(~~G~~H) CHILDCARE FACILITY - A child day care facility other than a family day care home, including but not limited to infant centers, preschools, extended day care facilities, and school age childcare centers (Cal. Gov't Code, Section 65915(h)(4)).

(~~H~~I) CITY - The City of Oxnard or its designee.

(~~I~~J) COMMON INTEREST DEVELOPMENT - Any of the following: a community apartment project, a condominium project, a planned development, or a stock cooperative pursuant to Cal. Civil Code, Section 4100. All common interest development units must be offered to the public for purchase (Cal. Gov't Code, Section 65915(b)(1)(D)).

(~~J~~K) CONDOMINIUM CONVERSION PROJECT - A residential project in which the applicant proposes to convert apartment units to condominiums pursuant to Cal. Gov't Code, Section 65915.5(a).

(~~K~~L) DENSITY BONUS - Except as used in ~~s~~Section 16-410.20, Condominium Conversion Projects, a density increase over the otherwise maximum allowable residential density as of the date of application to the ~~c~~City for a qualified housing development. (Cal Gov't Code, Section 65915(f)) As used in section 16-410.20, "density bonus" shall be defined as set forth in ~~s~~Section 16-410.2 (Cal. Gov't Code, Section 65915.5(b))

(~~L~~M) DENSITY BONUS UNITS - Dwelling units granted pursuant to ~~section 16-410H~~ Cal. Gov't Code, Section 65915 which exceed the otherwise maximum allowable residential density.

(~~M~~N) DEVELOPER - The applicant or permittee of a qualified housing development and its assignees or successors in interest.

(~~N~~O) DEVELOPMENT STANDARD - A site or construction condition, including, but not limited to, a height limitation, a setback requirement, a floor area ratio, an on-site open-space requirement, or a parking ratio, that applies to a residential development pursuant to the zoning ordinance, the general plan, specific plan or other city condition, law. policy, resolution, or regulation (Cal. Gov't Code, Section 65915(o)(~~l~~2)).

(P) DOMESTIC PARTNER - The definition set forth in California Family Code Section 297. An individual is considered a domestic partner of the owner by presenting the Declaration of Domestic Partnership filed with the California Secretary of State (Cal. Family Code Section 297).

(Q) EQUITY SHARE AGREEMENT - An agreement between the City of Oxnard and the initial buyer of an affordable unit offered for sale pursuant to Section 16-410.19.

(~~N~~R) HOUSING DEVELOPMENT - A development project of five or more residential units, including mixed-use developments. This also includes a subdivision or common interest development that is approved by the ~~c~~City and consists of residential units or unimproved residential lots and either a project to substantially rehabilitate and convert an existing commercial building to residential use or the substantial rehabilitation of an existing multifamily dwelling where the result of the rehabilitation would be a net increase in available residential units. The residential units within a housing development shall be on contiguous sites that are the subject of one development application, but do not have to be based upon individual subdivision maps or parcels. (Cal. Gov't Code, Section 65915(i))

(S) HOUSING RELATED COST (PURCHASER) - The definition set forth in California Code of Regulations Section 6920. Housing related cost is inclusive of mortgage loan payments, mortgage insurance payments, property taxes and assessments, homeowner association fees, reasonable utilities allowance, insurance premiums, maintenance costs, and space rent if the housing unit is situated on rented land.

(~~O~~T) HOUSEHOLD INCOME CATEGORY DEFINITIONS

(1) ACUTELY LOW INCOME HOUSEHOLDS - Persons and families whose incomes do not exceed fifteen percent (15%) of the area median income for the Ventura County Metropolitan Statistical Area, adjusted for family size and revised annually, as defined in Cal. Health and Safety Code, Section 50063.5, as may be amended.

(2) EXTREMELY LOW INCOME HOUSEHOLDS - Persons and families whose incomes do not exceed thirty percent (30%) of the area median income for the Ventura County Metropolitan Statistical Area, adjusted for family size and revised annually, as defined in Cal. Health and Safety Code, Section 50106, as may be amended.

(~~1~~ 3) VERY LOW INCOME HOUSEHOLD - ~~A household~~ Persons and families whose income does not exceed fifty percent (50%) of the ~~county's median household income~~ Ventura County Metropolitan Statistical Area, adjusted for family size and revised annually, as defined in Cal. Health and Safety Code, Section 50105. (Cal. Gov't Code, Section 65915(b)(1)(B))

(~~2~~ 4) LOW INCOME HOUSEHOLD - A household whose income does not exceed eighty percent (80%) of the ~~county's median household income~~ Ventura County Metropolitan Statistical Area, adjusted for family size and revised annually, as defined in Cal. Health and Safety Code, Section 50079.5. (Cal. Gov't Code, Section 65915(b)(1)(A))

(5) LOWER INCOME HOUSEHOLDS - Includes acutely low income households, extremely low income households, very low income households and low income households whose gross incomes are eighty percent (80%) or less of the area median income for the Ventura County Metropolitan Statistical Area, adjusted for family size and revised annually, pursuant to California Health and Safety Code Section 50079.5 and 50105, as may be amended.

(~~3~~ 6) MODERATE INCOME HOUSEHOLD - Persons or families whose income does not exceed 120% of the ~~county's median household income~~ Ventura County Metropolitan Statistical Area, adjusted for family size and revised annually, as defined in Cal. Health and Safety Code, Section 50093. (Cal. Gov't Code, Section 65915(b)(1)(D))

(~~P~~U) INCENTIVE - "Incentives and concessions" as that phrase is used in Cal. Gov't Code, Section 65915(k).

(~~O~~V) MARKET-RATE UNIT - A dwelling unit that is not an affordable unit.

(~~R~~W) MAXIMUM ALLOWABLE RESIDENTIAL DENSITY - The density allowed under the applicable zoning ordinance and the land use element of the general plan, or if a range of density is permitted, means the maximum allowable density for the specific zoning range and land use element of the general plan applicable to the project. Where the density allowed under the zoning ordinance is inconsistent with the density allowed under the land use element of the general plan, the general plan density shall prevail. (Cal. Gov't Code, Section 65915~~(d)(2)~~ (o)(6))

(~~S~~X) MINIMUM AFFORDABLE HOUSING COMPONENT - A housing development ~~project~~ which includes a minimum ~~of any of the following:~~ affordable housing as identified in Cal. Gov't Code, Section 65915(b)

~~(1) VERY LOW INCOME MINIMUM AFFORDABLE HOUSING COMPONENT - Provides at least 5% of the total units for to very low income household residents (Cal. Gov't Code, Section 65915(b)(1)(B)); or~~

~~(2) LOW INCOME MINIMUM AFFORDABLE HOUSING COMPONENT - Provides at least 10% of the total units for low to income households (Cal. Gov't Code, Section 65915(b)(1)(A)); or~~

~~(3) MODERATE INCOME MINIMUM AFFORDABLE HOUSING COMPONENT - Provides at least 10% of the total dwelling units in a common interest development for moderate income households (Cal. Gov't Code, Section 65915(b)(1)(D)).~~

~~(4) A SENIOR CITIZEN HOUSING DEVELOPMENT - As that term is defined in section 16-410.2. (Cal. Gov't Code, Section 65915(b)(1)(C))~~

~~(5) Ten percent of the total units of a housing development for transitional foster youth, as defined in Cal. Education Code, Section 66025.9, or disabled veterans, as defined in Cal. Gov't Code, Section 18541, or homeless persons, as defined in the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11301 *et seq.*). The units described in this division (R)(5) shall be subject to a recorded affordability restriction of 55 years and shall be provided at the same affordability level as very low income units. (Cal. Gov't Code, Section 65915(b)(1)(E))~~

(Y) MAJOR TRANSIT STOP - a site containing any of the following: (a) An existing rail or bus rapid transit station; or (b) The intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods, as defined in subdivision (b) of Sections 21155 and 21064.3 of the Public Resources Code. "Located within one-half mile of a major transit stop" means any point on a proposed development is within one-half mile of any point on the property on which a major transit stop is located, including any parking lot owned by the transit authority or other local agency operating the major transit stop. Unobstructed access to the major transit stop means a resident is able to access the major transit stop without encountering natural or constructed impediments. For purposes of this subparagraph, "natural or constructed impediments" includes, but is not limited to, freeways, rivers, mountains, and bodies of water, but does not include residential structures, shopping centers, parking lots, or rails used for transit. (Cal. Gov't Code, Sections 65915(o)(2), 65915(o)(4) and 65915(p)(2)).

(~~T~~Z) OTHER INCENTIVES OF EQUIVALENT FINANCIAL VALUE - The reduction or waiver of requirements which the ~~c~~City might otherwise apply as conditions of condominium conversion approval, but shall not be construed to require the ~~c~~City to provide cash transfer payments or other monetary compensation. (Cal. Gov't Code, Section 65915.5(c))

(~~U~~AA) QUALIFIED HOUSING DEVELOPMENT - A housing development that meets the requirements of ~~s~~Section 16-410.3 for density bonus.

(~~V~~BB) QUALIFIED LAND - Land offered for donation in accordance with ~~s~~Section 16-410.11 that meets the criteria set forth in ~~s~~Section 16-410.11.

(CC) RENT - The definition set forth in Cal. Code of Regulations, Section 6918. Monthly rent shall be an average of estimated costs for the next twelve months. Rent is inclusive of the total of monthly payments for a rental or cooperative unit for:

(1) Use and occupancy of a housing unit and land and facilities associated therewith.

(2) Any separately charged fees or service charges assessed by the lessor which are required of all tenants, other than security deposits.

(3) A reasonable allowance for utilities not included in (1) or (2) above, including garbage collection, sewer, water, electricity, gas, and other heating, cooking and refrigeration fuels. Utilities does not include telephone service. Such an allowance shall take into consideration the cost of an adequate level of service.

(4) Possessory interest, taxes, or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than the lessor.

(~~W~~DD) SENIOR CITIZEN HOUSING DEVELOPMENT - A residential development as defined in Cal. Civil Code, Sections 51.3 and 51.12, or a mobilehome park that limits residency based on age requirements for housing for older persons pursuant to Cal. Civil Code, Sections 798.76 or 799.5. (Cal. Gov't Code, Section 65915(b)(1)(C))

(~~X~~EE) SENIOR CITIZEN HOUSING DEVELOPMENT UNIT - A residential dwelling unit within a senior citizen housing development that is available to, and occupied by, a senior citizen as defined in Cal. Civil Code, Section 51.3. (Cal. Gov't Code, Section 65915(b)(1)(C))

(~~Y~~FF) SPECIFIC, ADVERSE IMPACT - A significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application for the housing development was deemed complete. Inconsistency with the zoning ordinance or general plan land use designation shall not constitute a specific, adverse impact upon the public health or safety. (Cal. Gov't Code, Section 65589.5(d)(2))

(~~Z~~GG) TOTAL UNITS AND TOTAL DWELLING UNITS - Consistent with Cal. Gov't Code Section 65915(o)(8), for the purpose of this ordinance only, ~~D~~dwelling units other than density bonus units awarded pursuant to this division. ~~(Cal. Gov't Code, Section 65915(b)(3))~~

(~~AA~~HH) ZONING ORDINANCE - Chapter 16 and 17 of the City of Oxnard Municipal Code.

(Ord. No. 2912; 3002)

SEC. 16-410~~C~~.3. ELIGIBILITY FOR DENSITY BONUSES AND INCENTIVES.

Density bonuses are available to affordable housing developers in accordance with this division for a development that will contain at least one of the following:

(A) Housing developments which include a minimum affordable housing component as identified in Cal. Gov't Code, Section 65915(b), pursuant to ~~(s~~Section 16-410.8 and ~~s~~Section (A)~~)~~;

(B) ~~Housing developments which include a minimum affordable housing component and a childcare facility (section 16-410I);~~

~~(C)~~ Senior citizen housing developments as identified in Cal. Gov't Code, Section 65915(b)(1)(C) and pursuant to ~~(s~~Section 16-410.10~~)~~; ~~and~~

~~(D) Land donations for very low income housing as identified in Cal. Gov't Code, Section 65915(g) (section 16-410K).~~

(C) ~~(E) Ten percent of the total units of a~~A housing development that includes a minimum housing component ~~are~~ for transitional foster youth ~~(as defined in Cal. Education Code, Section 66025.9)~~, disabled veterans ~~(as defined in Cal. Gov't Code, Section 18541)~~, or homeless persons ~~(as defined in the federal McKinney-Vento Homeless Assistance Act; 42 U.S.C. Sec. 11301 *et seq.*)~~ as identified in Cal. Gov't Code, Section 65915(b)(1)(E). The units described in this subparagraph ~~division (E)~~ shall be subject to a recorded affordability restriction of fifty-five (55) years and shall be provided at the same affordability level as very low income units. (Cal. Gov't Code, Section 65915(b)(1)(E));

(D) Student housing developments as identified in Cal. Gov't Code, Section 65915(b)(1)(F) and subject to the requirements therein;

(E) Housing developments that includes 100% of all units in the development, including total units and density bonus units, are for lower income households, exclusive of a manager's unit or units, and up to twenty percent (20%) of the units in the development may be affordable to moderate-income households (Cal. Gov't Code, Section 65915(b)(1)(G));

(F) Housing developments that include a minimum affordable housing component and a childcare facility, pursuant to ~~(~~Section 16-410.9~~)~~;

(G) Land donations for very low income housing as identified in Cal. Gov't Code, Section 65915(g), pursuant to ~~(s~~Section 16-410.11~~)~~.

(H) For the purpose of calculating a density bonus, the residential units must be on contiguous sites that are the subject of one development application, but do not have to be based upon individual subdivision maps or parcels.

Notwithstanding any language in this Division 7A to the contrary and consistent with the Second Appellate District case of *Kalnel Gardens v. City of Los Angeles* (2016) 3 Cal. App. 5th 927,within the coastal zone. Density bonuses shall not be available to affordable housing developers if the ~~c~~City finds that the proposed project cannot feasibly be accommodated on the site in a manner that is in conformity with the California Coastal Act.

(Ord. No. 2912)

SEC. 16-410~~D~~.4. FEES.

An application for a density bonus permit shall be accompanied by the fee set by resolution of the ~~c~~City ~~c~~Council.

(Ord. No. 2912)

SEC. 16-410E.5. APPLICATION REQUIRED.

When an applicant seeks a density bonus for a housing development that meets the criteria set out in ~~s~~Section 16-410.8 (Cal. Gov't Code, Section 65915) the affordable housing developer must comply with all of the following requirements:

(A) The applicant shall file an application for a density bonus permit in accordance with ~~s~~Sections 16-410.5 and 16-410.6 that includes a minimum affordable housing component, whether or not the project also requires or has been granted a special use permit or other permits or approvals. (Cal. Gov't Code, Section 65915(b)(l))

(B) State in the application the specific minimum affordable housing component proposed for the housing development. (Cal. Gov't Code, Section 65915(b)(2))

(C) Enter into an agreement with the ~~c~~City or its designee pursuant to ~~s~~Section 16-410.19 to maintain and enforce the affordable housing component of the housing development. (Cal. Gov't Code, Section 65915(c))

(Ord. No. 2912)

SEC. 16-410~~F~~.6. CONTENT OF APPLICATION.

(A) The application for a density bonus permit shall include the following information:

(1) A description of the project, including the number of dwelling units, the number of affordable units and level of affordability, the total number of units in the development by number of bedrooms, and the location of the affordable units;

(2) A description of the density bonus and the incentives or concessions requested, if any, in accordance with ~~s~~Sections 16-410.8 thru 16-410.13 (Cal. Gov't Code, Section 65915(b)(2)(d)(l));

(3) For parking standard modification requests, that the requirements of ~~s~~Section 16-410.16 ~~16-426~~ are met (Cal. Gov't Code, Section 65915(p));

(4) The location, design, and phasing criteria required by ~~s~~Section 16-410.17, including any proposed development standard(s) modifications or waivers pursuant to ~~s~~Section 16-410.15;

(5) Any proposal for the waiver or reduction of development standards which waiver or reduction is required to allow the ~~c~~City to avoid physically precluding the construction of a development meeting the criteria of Cal. Gov't Code, Section 65915(b) at the densities or with the concessions or incentives permitted by the statute;

(6) The proposed method of ensuring the continued affordability of all low, very low rental units, or senior units, or childcare facilities, that qualified the applicant for the award of the density bonus for at least fifty-five (55) years or a longer period of time if required by the construction or mortgage financing assistance program, mortgage insurance program, or rental subsidy program, as required by Cal. Gov't Code, Section 65915(c)(1); and

(7) Other information reasonably requested by city staff needed to establish eligibility for a requested density bonus, incentives or concessions, or to demonstrate that the incentive meets the definition of identifiable and actual cost reductions to provide for affordable housing costs or affordable rents.

(B) For the application for a density bonus permit for the donation of qualified land pursuant to ~~s~~Section 16-410.11, the application must show the location of the qualified land in addition to including sufficient information to establish that each requirement of that section has been met. (Cal. Gov't Code, 65915(g)(2))

(C) The application for a density bonus permit for a housing development with a childcare facility that conforms to the requirements of ~~s~~Section 16-410.9 ~~and/~~or ~~s~~Section 16-410.12. (Cal. Gov't Code, Section 65915(b)) ~~and includes a childcare facility that will be located on the premises of, as part of, or adjacent to, the project~~, shall show the location and square footage of the childcare facility in addition to including sufficient information ~~as~~ on how the applicant proposes to regulate attendance at the childcare facility to conform to the requirements of Cal. Gov't Code, Section 65915(h)(2)(B).

(D) An application for a density bonus permit will not be processed until all of the provisions of this Division 7A are complied with and shall be processed concurrently with other required entitlements for which the affordable housing benefit is sought.

(E) Approval of a density bonus permit, incentives, concessions or waivers shall be made by the approval authority within the ~~c~~City that is authorized to approve the associated discretionary approval or ministerial approval for the underlying development permit for the housing development. The approval of the density bonus application is non-discretionary unless the ~~c~~City adopts written findings justifying the denial of the density bonus application. The approval authority's decision shall only be appealable if the permit is denied. An appeal shall be granted if the approval authority's decision does not include written findings or if the written findings do not justify the denial consistent with state or local law.

(Ord. No. 2912, 3002)

SEC. 16-410~~G~~.7. EFFECT OF PROPOSAL FOR WAIVER OR REDUCTION OF DEVELOPMENT STANDARDS.

A proposal for a waiver or reduction of development standards shall neither reduce nor increase the number of incentives or concessions to which the applicant is entitled pursuant to Cal. Gov't Code, Section 65915(e)(2).

(Ord. No. 2912)

SEC. 16-410H.8. DENSITY BONUS ALLOWANCE FOR HOUSING DEVELOPMENT WITH AFFORDABLE HOUSING COMPONENT.

If the requirements of ~~s~~Section 16-410.3 are met, then the affordable housing developer is entitled to a density bonus pursuant to Cal. Gov't Code, Section 65915(f). The amount of density bonus to which the applicant is entitled shall vary according to the amount by which the percentage of affordable units offered by the applicant exceeds the percentage of the minimum affordable housing component; the applicant may also elect to accept a lesser percentage of density bonus or no increase in density (Cal. Gov't Code, Section 65915(f). All density calculations resulting in fractional units shall be rounded up to the next whole number. (Cal. Gov't Code, Section 65915(f)(5). Developers of housing under this division are not eligible to request to make in-lieu affordable housing payment instead of providing affordable housing units.

(Ord. No. 2912)

SEC. 16-410I.9. DENSITY BONUS FOR HOUSING DEVELOPMENT WITH AFFORDABLE HOUSING COMPONENT AND CHILDCARE FACILITY.

(A) Criteria - For a density bonus to be granted pursuant to ~~s~~Section 16-410.9(B) for housing development with a minimum affordable housing component ~~with~~ and a childcare facility ~~in a housing development~~, all of the following must be satisfied:

(1) Compliance with ~~each~~ one of the minimum eligibility requirements identified in ~~section 16-410C.~~ ~~(Cal. Gov't Code, Section 65915(h)(1))~~ Cal. Gov't Code, Section 65915(b),

(2) The housing development must include a childcare facility that will be located on the premises of, as part of, or adjacent to, the housing development. (Cal. Gov't Code, Section 65915(h)(1))

(3) Approval of the housing development must be conditioned to ensure that both of the following occur:

(a) The childcare facility must remain in operation for a period of time that is as long as or longer than the period of time during which the affordable units are required to remain affordable pursuant to ~~s~~Section 16-410.19 (Cal. Gov't Code, Section 65915(h)(2)(A)).

(b) Of the children who attend the childcare facility, the children of very low income households, low income households, or moderate income households must equal a percentage that is equal to or greater than the percentage of dwelling units that are required under the respective minimum affordable housing component income category for which the density bonus is sought (Cal. Gov't Code, Section 65915(h)(2)(B)).

(4) The ~~c~~City has not made a finding based upon substantial evidence that the community has adequate childcare facilities. (Cal. Gov't Code, Section 65915(h)(3))

(B) Density bonus allowance - If the requirements of Section 16-410.9(A) are met, then an applicant for a housing development with an affordable housing component and childcare facility is entitled to:

(1) ~~A density bonus pursuant to section 16-410H; and~~

~~(2)~~ An additional density bonus that is an amount of square feet of residential space that is equal to or greater than the amount of square feet in the childcare facility. (Cal. Gov't Code, Section 65915(h)(1)(A))

(2) An additional concession or incentive that contributes significantly to the economic feasibility of the construction of the childcare facility. (Cal. Gov't Code, Section 65915(h)(1)(B))

(Ord. No. 2912)

SEC. 16-410~~J~~.10. DENSITY BONUS FOR SENIOR CITIZEN HOUSING DEVELOPMENT.

An applicant for a senior citizen housing development or a mobile home park ~~that~~ limits residency based on age requirements for housing for older persons pursuant to Cal. Civil Code, Sections 798.76 or 799.5 is entitled to a density bonus ~~of 20% of~~ for the number of senior citizen housing development units as identified in Cal. Gov't Code, Section 65915(f)(3)(A). (Cal. Gov't Code, Sections 65915(b)(1)(C) and 65915(f)(3)(A))

To qualify as a senior unit, at least thirty-five (35) senior citizen housing development units are maintained and available for rent or sale to senior citizens as defined in Cal. Civil Code, Section 51.3.

SEC. 16-410~~K~~.11. DENSITY BONUS FOR LAND DONATION.

For a density bonus for a qualified land donation to be granted, all of the requirements of State law, as it may be amended from time to time, shall be met. See Cal. Gov't Code, Section 65915(g). For qualifying donations, the city shall award a ~~15%~~ density bonus as identified in Cal. Gov't Code, Section 65915(g)(1) in addition to any density bonus earned pursuant to this Division, but in no event shall the total density bonus from all sources exceed ~~35%~~ fifty percent (50%). (Cal. Gov't Code, Section 65915(g)(2))

SEC. 16-410~~L~~.12 AFFORDABLE HOUSING INCENTIVES.

Cal. Gov't Code, Sections 65915(d), (j), (k) and (l) govern the following provisions regarding affordable housing incentives. Subject to ~~s~~Section 16-410.14, all of the following applicable requirements must be satisfied to be granted an incentive(s) pursuant to ~~s~~Sections 16-410.12(B) and 16-410.13:

(A) The applicant for an incentive may also be an applicant for a density bonus and must qualify for a density bonus pursuant to ~~s~~Section 16-410.3 (Cal. Gov't Code, Section 65915(d)(l)).

(B) A specific written proposal for an incentive(s) must be submitted with the application for density bonus in accordance with ~~s~~Section 16-410.6 (Cal. Gov't Code, Sections 65915(b)(1) and (d)(1)). The applicant's proposal may subsequently be amended or supplemented based on project design or other changes requested by the ~~c~~City; provided, however, that the city shall have additional time to review the requested changes.

(C) If an incentive(s) pursuant to ~~s~~Sections 16-410.12 and 16-410.13 is sought, the applicant must establish that each requested incentive would result in identifiable and actual cost reductions for the qualified housing development or for rents for the qualified affordable dwelling units. (Cal. Gov't Code, Sections 65915(k)(1) and (3)).

(D) If an incentive(s) for mixed-use zoning in conjunction with a housing project is sought, the applicant must establish that requirements of State law are met. (Cal. Gov't Code, Section 65915(k)(2))

(E) If an additional incentive for a childcare facility is sought pursuant to ~~s~~Section 16-410.13(D), the applicant must establish that requirements of that section are met.

(F) The granting of an incentive shall not be interpreted, in and of itself, to require a general plan amendment, local coastal plan amendment, zoning change, study or other discretionary approval. (Cal. Gov't Code, Section 65915(j)) An incentive is applicable only to the project for which it is granted. For purposes of this ~~division~~ subsection (F), "study" does not include reasonable documentation to establish eligibility for the incentive or to demonstrate that the incentive meets the definition of identifiable and actual cost reductions to provide for affordable housing costs or affordable rents.

(Ord. No. 2912)

SEC. 16-410~~M~~.13 NUMBER OF INCENTIVES GRANTED.

Subject to ~~s~~Section 16-410.14, the applicant who meets the requirements of ~~s~~Section 16-410.12(A) shall receive the following number of incentives described below and as shown in Table 16-410.13.

(A) One incentive for qualified housing development projects that include at least ten percent (10%) of the total units for low income households, at least five percent (5%) for very low income households, or at least ten percent (10%) for persons and families of moderate income households in a ~~common interest~~ development in which the units are for sale. (Cal. Gov't Code, Section 65915(d)(2)(A))

(B) Two incentives for qualified housing development projects that include at least ~~20%~~ seventeen percent (17%) of the total units for low income households, at least ten percent (10%) for very low income households, or at least twenty percent (20%) for persons and families of moderate income households in a ~~common interest~~ development in which the units are for sale. (Cal. Gov't Code, Section 65915(d)(2)(B))

(C) Three incentives for qualified housing development projects that include at least ~~30%~~ twenty-four percent (24%) of the total units for low income households, at least fifteen percent (15%) for very low income households, or at least thirty percent (30%) for persons and families of moderate income households in a ~~common interest~~ development in which the units are for sale. (Cal. Gov't Code, Section 65915(d)(2)(C))

(D) Four incentives or concessions for a project that include 100% of total units and density bonus units, excluding manager's units, that affordable to lower income households, as identified in Government Code Section 65915(b)(1)(G). If the project is located within one-half mile of a major transit stop, the applicant shall also receive a height increase of up to three additional stories, or thirty-three (33) feet. (Cal. Gov't Code, Section 65915(d)(2)(D))

(E) One incentive for projects that include at least twenty percent (20%) of the total units for lower income students in a student housing development. (Cal. Gov't Code, Section 65915(d)(2)(E))

(F) Subject to ~~s~~Section 16-410.14(D), a qualified housing development proposal that includes a childcare facility shall be granted an additional incentive that contributes significantly to the economic feasibility of the construction of the childcare facility. (Cal. Gov't Code, Section 65915(h)(1)(B))

TABLE 16-410~~M~~.13. - INCENTIVE ALLOWANCES FOR QUALIFIED HOUSING DEVELOPMENTS

Income Category	***Minimum % of Affordable Units***			
Very low income	5%	10%	15%	100%
Low income	10%	~~20%~~ 17%	~~30%~~ 24%	100%*
~~Common interest~~ For-Sale development (moderate income)	10%	20%	30%	NA
Incentives allowed	1	2	3	4
*Per Government Code 65915(b)(G), One hundred percent of all units in the development, including total units and density bonus units, but exclusive of a manager's unit or units, are for lower income households, as defined by Section 50079.5 of the Health and Safety Code, except that up to twenty percent (20%) of the units in the development, including total units and density bonus units, may be for moderate-income households, as defined in Section 50053 of the Health and Safety Code.				

(Ord. No. 2912)

SEC. 16-410~~N~~.14. CRITERIA FOR DENIAL OF APPLICATION FOR INCENTIVES.

Outside of the coastal zone and except as otherwise provided in this Division 7A or by State law, if the requirements of ~~s~~Section 16-410.12(A) are met, the ~~c~~City shall grant the incentive(s) that are authorized by ~~s~~Sections 16-410.12(B) and 16-410.13 unless a written finding, based upon substantial evidence, is made with respect to any of the following, in which case the ~~c~~City may refuse to grant the incentive(s):

(A) The incentive does not result in identifiable and actual cost reductions, consistent with Cal. Gov't Code, Section 65915(k), to provide for affordable housing costs or for rents for the targeted units to be set as specified in Cal. Gov't Code, Section 65915(k). (Cal. Gov't Code, Section 65915(d)(1)(A))

(B) The incentive would have a specific, adverse impact, as defined in Cal. Gov't Code, Section 65589.5(d)(2), upon the public health and safety or the physical environment or on any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact without rendering the development unaffordable to low- and moderate-income households. (Cal. Gov't Code, Sections 65915(d)(1)(B) and 65915(d)(3))

(C) The incentive would be contrary to State or federal law. (Cal. Gov't Code, Section 65915(d)(1)(C))

(D) The ~~c~~City finds, based upon substantial evidence, that the community has adequate childcare facilities, in which case the additional incentive for a childcare facility pursuant to ~~s~~Section 16-410.13(D) may be denied. (Cal. Gov't Code, Section 65915(h)(3))

Within the coastal zone, the ~~c~~City shall deny applications for incentives and/or density bonuses if the ~~c~~City finds that the proposed project - with the requested incentive(s), density bonus(es) and/or waiver of development standard(s) - cannot feasibly be accommodated on the site in a manner that is in conformity with the California Coastal Act.

(Ord. No. 2912)

SEC. 16-410~~O~~.15. WAIVER OR MODIFICATION OF DEVELOPMENT STANDARDS.

Requirements for waiver or modification of development standards:

(A) Application - To qualify for a waiver or reduction of one or more development standards, the applicant must submit a written application (together with an application for a qualified housing development) that states the specific development standard(s) sought to be modified or waived and the basis of the request. (Cal. Gov't Code, Section 65915(e)(1)) An applicant for a waiver or modification of development standard(s) pursuant to this section may request a meeting with the director to review the proposal. If requested, the director shall meet with the applicant. (Cal. Gov't Code, Section 65915(e)(1)). An application for the waiver or reduction of development standard(s) pursuant to this section shall neither reduce nor increase the number of incentives to which the applicant is entitled pursuant to Section 16-410.12. (Cal. Gov't Code, Section 65915(e)(2))

(B) To deny the requested waiver or reduction of development standard(s) outside of the coastal zone, the ~~c~~City shall make a written finding, based upon substantial evidence, of any of the following:

(1) The requested waiver or reduction of development standard(s) would have a specific adverse impact (as defined in Cal. Gov't Code, Section 65589.5(d)(2)) upon public health and safety or the physical environment or on any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to very low, low-income, and moderate-income households.

(2) The requested waiver or reduction of development standard(s) would be contrary to State or federal law.

(C) Within the coastal zone, the ~~c~~City shall deny the requested waiver or reduction of development standard(s) if it finds that the requested waiver or reduction of development standard(s) cannot feasibly be accommodated on the site in a manner that is in conformity with the California Coastal Act.

(D) Granting application for waiver or modification of development standards - If the requirements of ~~s~~Sections 16-410.15(A) and (B) are satisfied, the application for waiver or modification of development standard(s) shall be granted, unless, within the coastal zone, the waiver or modification of development standard(s) cannot feasibly be accommodated on the site in a manner that is in conformity with the California Coastal Act.

(E) If the requirements of ~~s~~Sections 16-410.15(A) and (B) are satisfied, the ~~c~~City shall not apply a development standard that will have the effect of physically precluding the construction of a qualified housing development at the densities or with the incentives permitted by this Division 7A (Cal. Gov't Code, Section § 65915(e)(1)) unless, within the coastal zone, the waiver or modification of development standard(s) cannot feasibly be accommodated on the site in a manner that is in conformity with the California Coastal Act.

(Ord. No. 2912)

SEC. 16-410~~P~~.16. PARKING STANDARD MODIFICATIONS FOR QUALIFIED HOUSING DEVELOPMENTS.

(A) Requirements for parking standard modifications - Modification of parking standard set forth in ~~s~~Section 16-622 are available only for qualified housing developments. An application for parking standard modifications stating the specific modification requested must be submitted with the qualified housing development application. (Cal. Gov't Code, Section 65915(p)(3))

(B) Parking standard modifications - If the requirements of ~~s~~Section 16-410.3 are met, the vehicular parking ratio, inclusive of handicapped and guest parking, shall not exceed the following ratios (Cal. Gov't Code, Section 65915(p)(1)):

(1) Zero to one bedroom: one on-site parking space.

(2) Two to three bedrooms: ~~two~~ one and one-half on-site parking spaces.

(3) Four and more bedrooms: two and one-half on-site parking spaces.

(C) Not withstanding Section 16-410.16(B), if a development includes at least twenty percent (20%) of the total units affordable to low income households, at least 11 percent of the total units affordable to very low income, or at least forty percent (40%) moderate-income units within a for-sale housing developments; the development is located within one-half mile of a major transit stop; and the residents of the development have unobstructed access to the major transit stop from the development then, upon the request of the developer, the City shall not impose a vehicular parking ratio, inclusive of parking for persons with a disability and guests, that exceeds 0.5 spaces per bedroom. (Cal. Gov't Code, Section 65915(p)(2))

(D) Not withstanding Section 16-410.16(B), if a development consists solely of rental units, exclusive of a manager's unit or units, with an affordable housing cost to lower income families; the development is located within one-half mile of a major transit stop; and the residents of the development have unobstructed access to the major transit stop from the development then, upon the request of the developer, the City shall not impose a vehicular parking ratio, (Cal. Gov't Code, Section 65915(p)(3)(A))

(E) Not withstanding Section 16-410.16(B), if a development consists solely of rental units for individuals who are sixty-two (62) years of age or older that complies with Sections 51.2 and 51.3 of the Civil Code, exclusive of a manager's unit or units, with an affordable housing cost to lower income families; the development has either paratransit service or unobstructed access; and the development is located within one-half mile of a fixed bus route service stop that operates

at least eight times per day, then upon the request of the developer, the City shall not impose a vehicular parking ratio, (Cal. Gov't Code, Section 65915(p)(3)(B))

(F) Not withstanding Section 16-410.16(B), if a development consists solely of rental units for either a special needs housing, as defined in Section 51312 of the Health and Safety Code, or a supportive housing, as defined in Section 50675.14 of the Health and Safety Code, exclusive of a manager's unit or units, with an affordable housing cost to lower income families; the development has either paratransit service or unobstructed access; and the development is located within one-half mile of a fixed bus route service stop that operates at least eight times per day, then upon the request of the developer, the City shall not impose a vehicular parking ratio, (Cal. Gov't Code, Section 65915(p)(4))

(G) If the total number of parking spaces required for the qualified housing development is other than a whole number, the number shall be rounded up to the next whole number. For purposes of this section, "on-site parking" may be provided through tandem parking or uncovered parking, but not through on-street parking. (Cal. Gov't Code, Section 65915(p)(~~4~~ 5))

(H) Except as otherwise provided in this section, all other provisions of Chapter 16, Article X (Off-Street Parking Requirements) applicable to residential development apply.

(I) An applicant may request additional parking incentives beyond those provided in this section if applied for pursuant to ~~s~~Section 16-410.12. (Cal. Gov't Code, Section 65915(p)(~~5~~ 6))

~~(F) Exceptions - Upon request of the applicant, the following maximum parking standards shall apply, inclusive of handicap and guest parking, to the entire housing development subject to this Division 7A, as required by Cal. Gov't Code, Section 65915(p):~~

~~(1) A maximum of 0.5 parking spaces per bedroom shall apply when all the following conditions apply (Cal. Gov't Code, Section 65915(p)(2)):~~

~~(a) The development includes the maximum percentage of low- or very low-income units provided for section 16-410H (Density Bonus Allowance for Housing Development with Affordable Housing Component).~~

~~(b) The development is located within one-half mile of a major transit stop, as defined in Cal. Public Resources Code, Section 21155(b).~~

~~(c) There is unobstructed access to the major transit stop from the development. A development shall have unobstructed access to a major transit stop if a resident is able to access the major transit stop without encountering natural or constructed impediments.~~

~~(2) A maximum of 0.5 parking spaces per unit shall apply when all the following conditions apply (Cal. Gov't Code, Section 65915(p)(3)(A)):~~

~~(a) The development consists solely of rental units, exclusive of a manager's unit or units, with an affordable housing cost to lower-income families, as provided in Cal. Health and Safety Code, Section 50052.5.~~

~~(b) The development is located within one-half mile of a major transit stop, as defined in Cal. Public Resources Code, Section 21155(b).~~

~~(c) There is unobstructed access to the major transit stop from the development. A development shall have unobstructed access to a major transit stop if a resident is able to access the major transit stop without encountering natural or constructed impediments.~~

~~(3) A maximum of 0.5 parking spaces per unit shall apply when all the following conditions apply (Cal. Gov't Code, Section 65915(p)(3)(B)):~~

~~(a) The development consists solely of rental units, exclusive of a manager's unit or units, with an affordable housing cost to lower-income families, as provided in Cal. Health and Safety Code, Section 50052.5.~~

~~(b) The development is for individuals who are 62 years of age or older and which complies with Cal. Civil Code, Sections 51.2 and 51.3.~~

~~(c) The development shall have either paratransit service or unobstructed access, within one-half mile, to fixed bus route service that operates at least eight times per day.~~

~~(4) A maximum of 0.3 parking spaces per unit shall apply when all the following conditions apply (Cal. Gov't Code, Section 65915 (p)(3)(C)):~~

~~(a) The development consists solely of rental units, exclusive of a manager's unit or units, with an affordable housing cost to lower-income families, as provided in Cal. Health and Safety Code, Section 50052.5.~~

~~(b) The development is a special needs housing development, as defined in Cal. Health and Safety Code, Section 51312.~~

~~(c) The development shall have either paratransit service or unobstructed access, within one-half mile, to fixed bus route service that operates at least eight times per day.~~

(J) ~~Notwithstanding allowances in section 16-410P(F) above,~~ If the ~~c~~City or an independent consultant has conducted an area-wide or jurisdiction-wide parking study in the last seven years, then the ~~c~~City may impose a higher vehicular parking ratio not to exceed the ratio described in ~~s~~Section 16-410.16(B) above, based on substantial evidence found in the parking study that includes, but is not limited to, an analysis of parking availability, differing levels of transit access, walkability access to transit services, the potential for shared parking, the effect of parking requirements on the cost of market-rate and subsidized developments, and the lower rates of car ownership for low- and very low-income individuals, including seniors and special needs individuals. The ~~c~~City shall pay the costs of any new study. The ~~c~~City shall make findings, based on a parking study completed in conformity with this subsection (J) ~~division (G),~~ supporting the need for the higher parking ratio. (Cal. Gov't Code, Section 65915(p)(7)

(Ord. No. 2912)

SEC. 16-410~~Q~~.17. DENSITY BONUS AND AFFORDABLE HOUSING INCENTIVE PROGRAM.

(A) Project design and phasing -Projects seeking an affordable housing benefit pursuant to this Division 7A must comply with the following requirements, unless otherwise specified in writing by the director:

(1) Location/dispersal of units - Affordable units shall be ~~reasonably~~ proportionately dispersed throughout the development by bedroom size ~~where feasible and shall contain on average the same (or greater) number of bedrooms as the market-rate units~~.

(2) Phasing - If a project is to be developed in phases, each phase must contain the same or substantially similar proportion of affordable units and market-rate units. Alternatively, more affordable units may be provided during the initial phase(s).

(3) ~~Exterior appearance~~ Design - ~~The exterior appearance and quality of the affordable units must be similar to the market-rate units. The exterior materials and improvements of the affordable units must be similar to, and architecturally compatible with, the market-rate units.~~ All affordable units shall be designed and constructed to be architecturally consistent and similar in size, shape, quality and appearance (including all interior and exterior finishes) to the units not reserved to be affordable.

(B) Application requirements - An application for one or more affordable housing benefits must be submitted as follows:

(1) Each affordable housing benefit requested must be specifically stated in writing on the application form provided by the ~~c~~City.

(2) The application must include the information and documents necessary to establish that the requirements of this Division 7A are satisfied for each affordable housing benefit requested, including:

(a) For density bonus requests, that the requirements of ~~s~~Section 16-410.3 are met;

(b) For incentive requests, that the requirements of ~~s~~Section 16-410.12 are met;

(c) For development standard waiver or modification requests, that the requirements of Section 16-410.15 are met; and/or

(d) For parking standard modification requests, that the requirements of ~~s~~Section 16-410.3 are met.

(3) The application must be submitted concurrently with a complete application for a qualified housing development.

(4) The application must include a site plan that complies with and includes the following:

(a) For special needs, supportive housing, or senior citizen housing development projects - the number and location of proposed total units and density bonus units.

(b) For all qualified housing development projects other than special needs, supportive housing or senior citizen housing development projects - the number and location of proposed total units, affordable units, and density bonus units. The density bonus units shall be permitted in geographic areas of the qualified housing development other than the areas where the affordable units are located. (Cal. Gov. Code, Section 65915(i))

(c) The location, design, and phasing criteria required by ~~s~~Section 16-410.17(A), including any proposed development standard(s) modifications or waivers pursuant to ~~s~~Section 16-410.15.

(5) The application for a qualified housing development must state the level of affordability of the affordable units and include a proposal for compliance with ~~s~~Section 16-410.19 for ensuring affordability.

(6) If a density bonus is requested for a qualified land donation pursuant to ~~s~~Section 16-410.11, the application must show the location of the qualified land in addition to including sufficient information to establish that each requirement in ~~s~~Section 16-410.11 has been met.

(7) If an additional density bonus or incentive is requested for a childcare facility pursuant to ~~s~~Section 16-410.9 and/or ~~s~~Section 16-410.13(D), the application shall show the location and square footage of the childcare facility in addition to including sufficient information to establish that each requirement in ~~s~~Section 16-410.9 and/or ~~s~~Section 16-410.13(D) has been met.

(C) An application for an affordable housing benefit under this Division 7A will not be processed until all of the provisions of this section are complied with as determined by the director and shall be processed concurrently with the application for the qualified housing development project for which the affordable housing benefit is sought.

Prior to the submittal of an application for a qualified housing development, an applicant may submit to the director a preliminary proposal for affordable housing benefits.

(Ord. No. 2912)

SEC. 16-410R.18. DETERMINATION ON DENSITY BONUS AND AFFORDABLE HOUSING INCENTIVE PROGRAM REQUESTS.

The approval authority on the underlying qualified housing development application is authorized to approve or deny an application for an affordable housing benefit in accordance with this Division 7A.

(A) Affordable housing benefit determinations - An application for an affordable housing benefit shall be granted if the requirements of this Division 7A are satisfied unless:

(1) The application is for an incentive for which a finding is made in accordance with sSection 16-410.14; or

(2) The underlying application for the qualified housing development is not approved independent of and without consideration of the application for the affordable housing benefit; or

(3) The housing development is proposed on any property that includes a parcel or parcels on which rental dwelling units are or, if the dwelling units have been vacated or demolished in the five-year period preceding the application, have been subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of lower or very low income; or occupied by lower or very low income households, unless the proposed housing development replaces those units, and either of the following applies:

(a) The proposed housing development, inclusive of the units replaced pursuant to this division (A)(3), contains affordable units at the percentages set forth under State law; or

(b) Each unit in the development, exclusive of a manager's unit or units, is affordable to, and occupied by, either a lower or very low income household.

(4) For proposed projects within the coastal zone, the proposed project cannot feasibly be accommodated on the site in a manner that is in conformity with the California Coastal Act.

(B) Affordable housing benefit compliance provisions - To ensure compliance with this Division 7A and State law, approval of an application for an affordable housing benefit may be subject to, without limitation:

(1) The imposition of conditions of approval to the qualified housing development, including imposition of fees necessary to monitor and enforce the provisions of this Division 7A;

(2) An affordable housing agreement and, if applicable, an equity sharing agreement pursuant to sSection 16-410.19, including the imposition of reasonable fees to prepare the agreements; and

(3) Recorded deed restriction implementing conditions of approval and/or contractual or legally mandated provisions.

(C) Appeals - If the determination of the underlying application for the qualified housing development is appealed along with the decision of the affordable housing benefit, then the entire project shall be controlled by the appeal procedures applicable to the underlying application.

(Ord. No. 2912, 3002)

SEC. 16-410S.19. AFFORDABLE HOUSING AGREEMENT AND EQUITY SHARING AGREEMENT.

(A) General requirements - ~~No density bonus pursuant to section 16-410C shall be effective unless and until the affordable housing developer, or its designee approved in writing by the director, enters into an~~ The developer will be required to enter into an affordable housing agreement with the City and, if applicable, the developer must also require that all initial buyers of the affordable units offered for sale execute an equity sharing agreement with the cCity or its designee pursuant to and in compliance with this section. (Cal. Gov't Code, Section 65915(c)). The density bonus

affordable housing agreement may be combined with the affordable housing agreement and other documents required by Divisions 7B and 7C. The agreements shall be in the form provided by the ~~c~~City which shall contain terms and conditions mandated by, or necessary to implement, State law and this article. The Housing Director may designate a qualified administrator or entity to administer the provisions of this section on behalf of the ~~c~~City. The affordable housing agreement shall be recorded in the office of the Ventura County Recorder prior to, or concurrently with, final map recordation or, where the qualified housing development does not include a map, prior to issuance of a building permit for any structure on the site. The Housing Director is hereby authorized to enter into the agreements authorized by this Section on behalf of the ~~c~~City upon approval of the agreements by the ~~c~~City ~~a~~Attorney for legal form and sufficiency.

(B) ~~Low or very low income minimum affordable housing component or senior citizen housing development -~~ Minimum affordable housing component.

~~(2)~~ (1) Rental units - Rents for ~~the low income and very low~~ lower income affordable units that qualified the housing development for the density bonus pursuant to ~~s~~Section 16-410.3 shall ~~be set and maintained at an affordable rent~~ remain affordable for at least fifty-five (55) years, or a longer period if required by the construction or mortgage financing assistance program, mortgage insurance program, or rental subsidy program, as follows (Cal. Gov't Code, Section 65915(c)(1)).

~~(1)~~ (a) The affordable housing developer of a qualified housing development based upon the inclusion of ~~low income and/or very low income~~ affordable units for rent must enter into an Affordable Housing Agreement with the ~~c~~City to maintain the continued affordability of the affordable units ~~for 55 years, or a longer period if required by the construction or mortgage financing assistance program, mortgage insurance program, or rental subsidy program, as follows (Cal. Gov't Code, Section 65915(c)(1)).~~ The agreement shall establish specific compliance standards and specific remedies available to the ~~c~~City if such compliance standards are not met. The agreement shall among other things, specify the number of lower-income affordable units by number of bedrooms; standards for qualifying household incomes or other qualifying criteria based upon the specific ~~project~~ development; standards for maximum affordable rents; the person responsible for certifying tenant incomes; procedures by which vacancies will be filled: required annual report and monitoring fees: restrictions imposed on lower-income affordable units on sale or transfer; and methods of enforcing such restrictions.

(~~3~~ 2) For-sale units - Owner-occupied moderate and lower income ~~and very low income~~ affordable units that qualified the housing development for the density bonus pursuant to ~~s~~Section 16-410.3 shall be available at an affordable housing cost (Cal. Gov't Code, Section 65915(c)(1)). For-sale very low, low and moderate units shall not have a term of affordability ~~but~~ and shall be subject to an equity sharing agreement that meets the requirements of Cal. Gov't Code, Section 65915(c)(2) unless the equity sharing agreement is in conflict with the requirements of another public funding source or law (Cal. Gov't Code, Section 65915(c)(2)). If a Resale Restriction agreement or other affordability agreement is required for the development by another public funding source or law, the minimum term of the affordability restriction shall be forty-five (45) years or the minimum term required by the applicable public funding source or law, whichever is longer.

~~(4 3) To qualify as a senior unit, at least 35 senior citizen housing development units are maintained and available for rent or sale to senior citizens as defined in Cal. Civil Code, Section 51.3.~~ *~~(Moved to 16-410.10)~~*

~~(C) Moderate income minimum affordable housing component -~~

(~~1~~a) The affordable housing developer of a ~~qualified housing development based upon the inclusion of moderate income affordable units in a common interest~~ for-sale development must enter into an agreement with the ~~c~~City ensuring that:

(~~a~~i) The initial ~~occupants~~ buyers of the ~~moderate income~~ affordable units ~~that are directly related to the receipt of the density bonus~~ required under this Division are ~~persons and families of a moderate income~~ lower or moderate income households, as required.

(~~b~~ii) The units are offered at an affordable housing cost as defined in Section 16-410.2. (Cal. Gov't Code, Section 65915(c)(2))

(~~2~~b) The ~~affordable housing developer of qualified housing development based upon a moderate income minimum affordable component~~t initial eligible buyer of an affordable unit offered for sale shall enter into an equity sharing agreement ~~for a common interest development~~ with the ~~c~~City (Cal. Gov't Code, Section § 65915(c)(2)). The equity share agreement shall be recorded as a lien against the purchased property, securing and stating the City's equity share in the property. The ~~c~~City shall enforce the equity sharing agreement unless it is in conflict with the requirements of another public funding source or law. (Cal. Gov't Code, Section 65915(c)(2)) The equity sharing agreement shall include at a minimum the following provisions:

(~~a~~ i) Upon resale, the seller of the unit shall retain the value of improvements, the down payment, and the seller's proportionate share of appreciation. Any Improvements must be constructed with a building permit. The ~~c~~City shall recapture any initial subsidy, as defined in division (~~C~~B)(2)(b)(ii) below, and its proportionate share of appreciation, as defined in division (~~C~~B)(2)(~~c~~b)(iii) below, which amount shall be used within five years for any of the purposes described in Cal. Health and Safety Code, Section 33334.2(e) that promotes home ownership (Cal. Gov't Code, Section 65915(c)(2)(A));

(~~b~~ ii) For purposes of this subdivision, the ~~c~~City's initial subsidy shall be equal to the fair market value of the unit at the time of initial sale minus the initial sale price to the moderate income household, plus the amount of any down payment assistance or mortgage assistance. If upon resale the market value is lower than the initial market value, then the value at the time of the resale shall be used as the initial market value (Cal. Gov't Code, Section 65915(c)(2)(B));

(~~c~~ iii) The ~~c~~City's proportionate share of appreciation shall be equal to the ratio of the ~~c~~City's initial subsidy to the fair market value of the unit at the time of initial sale. (Cal. Gov't Code, Section 65915(c)(2)(C))

(~~D~~C) Minimum affordable housing component and childcare facility - If an additional density bonus or incentive is granted because a childcare facility is included in the qualified housing development, the affordable housing agreement shall also include the affordable housing developer's obligations pursuant to ~~s~~Section 16-410.9(A)(3) for maintaining a childcare facility, if not otherwise addressed through conditions of approval.

(Ord. No. 2912)

SEC. 16-410~~T~~.20. DENSITY BONUS OR INCENTIVE FOR CONDOMINIUM CONVERSION PROJECTS.

(A) The ~~c~~City will grant either a density bonus or provide other incentives of equivalent financial value to a condominium conversion project that agrees to pay the reasonably necessary administrative costs incurred by the ~~c~~City pursuant to this section if either:

(1) Thirty-three percent (33%) of the total units of the proposed condominium project is affordable to persons and families of moderate income households; or

(2) Fifteen percent (15%) of the total units of the proposed condominium project will be affordable to persons and families of lower income households (Cal. Gov't Code, Section 65915.5(a)).

(B) Definition of density bonus for condominium conversion projects - If the requirements of ~~s~~Section 16-410.20(A) are met, then the condominium conversion project will be entitled to an increase in units of 25% over the number of

apartments, to be provided within the existing structure or structures proposed for conversion from apartments to condominiums. (Cal. Gov't Code, Section 65915.5(b))

(C) Pre-submittal preliminary proposals for density bonus or incentive for condominium conversion projects - Prior to the submittal of a formal request for subdivision map approval or other application for necessary discretionary approvals, an applicant to convert apartments to a condominium project may submit to the director a preliminary proposal for density bonus or other incentives of equivalent financial value. The director shall, within 90 days of receipt of a written proposal, notify the applicant of the director's preliminary response and schedule a meeting with the applicant to discuss the proposal and the director's preliminary response. (Cal. Gov't Code, Section 65915.5(d))

(D) Application for density bonus or incentives for condominium conversion projects - An applicant must submit a completed application provided by the ~~c~~City for a density bonus or for other incentives of equivalent financial value. The application must be submitted concurrently with the application for the condominium conversion project. The application must include the following:

(1) All information and documentation necessary to establish that the requirements of ~~s~~Section 16-410.20(A) are met;

(2) The proposal for a density bonus or the proposal for other incentives of equivalent financial value;

(3) Site plans demonstrating the location of the units to be converted, the affordable units, the market-rate units, and the density bonus units in the condominium conversion project; and

(4) Any other information and documentation requested by the ~~c~~City to determine if the requirements of ~~s~~Section 16-410.20(A) are met.

(E) Both the application for a density bonus or other incentives of equivalent financial value and the application for the condominium conversion must be complete before the application for a density bonus or other incentives of equivalent financial value will be considered.

(F) Granting density bonus or incentive for condominium conversion projects -

(1) Approval -

(a) If the requirements of ~~s~~Section 16-410.20(A) are met, the decision-making body for the condominium conversion project application is authorized to grant an application for a density bonus or other incentives of equivalent financial value, subject to ~~s~~Section 16-410.20(F)(2).

(b) Reasonable conditions may be placed on the granting of a density bonus or other incentives of equivalent financial value that are found appropriate, including, but not limited to, entering into an affordable housing agreement pursuant to ~~s~~Section 16-410.19 which ensures continued affordability of units to subsequent purchasers who are persons and families of moderate income households or low income households. (Cal. Gov't Code, Section 65915.5(a))

(2) Ineligibility - An applicant shall be ineligible for a density bonus or other incentives of equivalent financial value if the apartments proposed for conversion constitute a qualified housing development for which a density bonus as defined in ~~s~~Section 16-410B.1 or other incentives were provided. (Cal. Gov't Code, Section 65915.5(f))

(3) Decision on condominium conversion project - Nothing in this section shall be construed to require the ~~c~~City to approve a proposal to convert apartments to condominiums. (Cal. Gov't Code, Section 65915.5(e))

(Ord. No. 2912)

SEC. 16-410~~U~~.21. ENFORCEMENT PROVISIONS.

(A) Occupancy - Prior to occupancy of an affordable unit, the household's eligibility for occupancy of the affordable unit must be demonstrated to the ~~c~~City. This provision applies throughout the restricted time periods pursuant to ~~s~~Section 16-410.19 and applies to any change in ownership or tenancy, including subletting, of the affordable unit.

(B) Ongoing compliance - Upon request, the affordable housing developer must show that the affordable units are continually in compliance with this Division 7A and the terms of the affordable housing agreement. Upon 30-day notice, the ~~c~~City may perform an audit to determine compliance with this Division 7A and the terms of any agreement or restriction.

(C) Enforcement - The ~~c~~City has the authority to enforce the provisions of this Division 7A, the terms of affordable housing agreements and equity sharing agreements, deed restrictions, covenants, resale restrictions, promissory notes, deed of trust, conditions of approval, permit conditions, and any other requirements placed on the affordable units or the approval of the qualified housing development. In addition to the enforcement powers granted in this Division 7A, the ~~c~~City may, at its discretion, take any other enforcement action permitted by law, including those authorized by city ordinances. Such enforcement actions may include, but are not limited to, a civil action for specific performance of the restrictions and agreement(s). damages for breach of contract, restitution, and injunctive relief. The remedies provided for herein shall be cumulative and not exclusive and shall not preclude the ~~c~~City from seeking any other remedy or relief to which it otherwise would be entitled under law or equity.

(Ord. No. 2912)

SEC. 16-410~~V~~.22. BURDEN IS ON APPLICANT.

When an applicant seeks a density bonus for a development or for donation of land, the applicant bears the burden of establishing that the housing development meets the threshold requirements.

(Ord. No. 2912)

Section 2. If any section, sentence, clause or phrase of this Ordinance is determined to be invalid, illegal or unconstitutional by a decision or order of any court of competent jurisdiction, then decision or order shall not affect the validity and enforceability of the remaining portions of this Ordinance. The City Council declares that it would have passed and adopted this Ordinance, and each section, sentence, subsection, clause, phrase, part or portion thereof, regardless of the fact that any one or more sections, sentences, subsections, clauses, phrases, be declared invalid or unconstitutional.

Section 3. 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 4. Exempt from CEQA. The City Council determines and finds that the adoption of this Ordinance is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) and (3) and 15061(b)(3) of the Guidelines to the California Environmental Quality Act because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Therefore, CEQA does not apply to this action.

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

Section 6. 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 November 7, 2023, and finally adopted on _____, to become effective thirty (30) days thereafter.

SIGNATURES ON FOLLOWING PAGE

PASSED AND ADOPTED this _____ day of _____ 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

ATTACHMENT 9

EMERGENCY SHELTER STANDARDS

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING CHAPTER 16 (ZONING) OF THE OXNARD CITY CODE (OCC) §16-504 EMERGENCY SHELTER DEVELOPMENT AND OPERATION STANDARDS AND §16-622 PARKING SPACE AND LOADING REQUIREMENTS, RELATED TO IMPLEMENTATION OF THE 2021-2029 HOUSING ELEMENT. FILED BY CITY OF OXNARD, COMMUNITY DEVELOPMENT DEPARTMENT, 214 SOUTH C STREET, OXNARD, CA, 93030.

WHEREAS, the City Council of the City of Oxnard has considered Zone Text Amendment (ZTA) PZ No. 23-580-03, filed by the City of Oxnard Community Development Department, to amend Chapter 16 of the Oxnard City Code (OCC). The proposed modification is to update the emergency shelter standards in OCC Section 16-504 to only those that comply with state law (Government Code Section 65583), and will update the parking schedule matrix in Section 16-622 to include Emergency Shelter parking; and

WHEREAS, on October 25, 2022 the State of California Department of Housing and Community Development (HCD) certified the City of Oxnard 2021-2029 Housing Element. Programs 6, 9, 22, 27 and 32 of the 2021-2029 Housing Element require the City update Chapter 16 of the Oxnard City Code (OCC) by 2023 to comply with state laws on ADU parking, Density Bonus, Supportive Housing, Emergency Shelters, Low-Barrier Navigation Centers, Single Room Occupancy, Farmworker Housing, Residential Care Facilities, Reasonable Accommodation; and other ordinance modifications to streamline, clarify and simplify permitting requirements to comply with State regulatory requirements and laws; and

WHEREAS, on September 7, 2023 the Planning Commission held a public hearing on the amendments to Chapter 16 of the OCC to implement Zoning Text Amendments (ZTA) stipulated in the adopted Amended 2021-2029 Housing Element Programs 6, 9, 22, 27 and 32 and adopted a Resolution recommending that the City Council approve Planning & Zoning Permit No. 23-580-03 (Zone Text Amendment); and

WHEREAS, on November 7, 2023, the City Council of the City of Oxnard conducted a duly noticed public hearing to consider Planning and Zoning Permit No. 23-580-03 (Zone Text Amendment) in accordance with the OCC, and

WHEREAS, the City Council received written and verbal comments from the public; and

WHEREAS, the City Council finds the proposed Zoning Text Amendment is in the public interest and general welfare by complying with State law, support continued efforts to implement the Ventura County Continuum of Care program for the homeless and the Oxnard Five-Year Homeless Program and encouraging the private and public sectors to produce housing that meets the needs of special needs, extremely low-, very low- and -low income housing. 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 ZTA does not involve any direct physical changes to the environment. There are no changes in landforms or an intensification of land uses as a part of the proposed ZTA and all public services for existing land uses will remain as-is, with no changes and no diminishment of service or safety; and

WHEREAS, the proposed ZTA to Chapter 16 of the OCC would establish specific provisions consistent with the action items and policy directives in the 2030 General Plan; and

WHEREAS, the City Council determined that this action is exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Sections 15060(c)(2) and (3) and 15061(b)(3) as this ZTA is a regulatory action which will not result in direct or reasonably foreseeable indirect physical change in the environment and when it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment are not subject to CEQA; and

WHEREAS, it is in the public interest, consistent with the 2030 General Plan.

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

Section 1. Oxnard City Code Chapter 16, Article V, Division 18 entitled "Emergency Shelters", Section 16-504 and Article X, Division 2 "Parking and Loading Space Requirements" are amended to read as follows **(Only underlined portions are to be added)**:

ARTICLE V. SPECIFIC USE REQUIREMENTS

DIVISION 18. EMERGENCY SHELTERS

SEC. 16-504. EMERGENCY SHELTER DEVELOPMENT AND OPERATION STANDARDS.

(A) Permanent emergency shelters, ~~and~~ emergency shelters for families and low-barrier navigation centers shall meet the following standards:

(1) No shelter patron shall be re-admitted to the same emergency shelter within five days of being discharged after a stay of six months.

(2) If site characteristics permit, an enclosed or screened waiting area shall be provided between the on-site intake area for shelter patrons and the public right-of-way in order to prevent queuing within any public right-of-way.

(3) Each shelter shall establish hours of operation for patron intake and discharge, patron rules of conduct and procedures for notifying patrons of such hours and rules of conduct.

(4) On-site manager/shelter personnel shall be provided during all hours of operation when patrons are present. A designated area for on-site personnel shall be located near the main entry to the shelter for the purpose of controlling admittance and providing security.

~~(5) The emergency shelter operator shall conduct a background check on all prospective patrons using Megan's Law database and restrict patron intake in accordance with State and local registered sex offender residency restrictions.~~

~~(6) Patrons shall not possess or consume alcoholic beverages or illegal drugs while in the shelter, nor shall they possess weapons of any kind while in the shelter.~~

~~(7) Space shall be allocated for each patron consisting of a bed and storage area.~~

~~(8) At least two toilets, one shower and one sink shall be provided for every twenty patrons.~~

(9) A shelter shall be limited to serving no more than the number of patrons allowed by fire or building code occupancy.

(10) Off-street parking shall be provided pursuant to Section 16-622 of this Chapter ~~for the on-site manager~~.

(11) Each emergency shelter shall be equipped with exterior security lighting in accordance with section 16-320 of the zoning code. Lighting shall be shielded from all adjacent residential areas.

(12) The emergency shelter operator shall maintain an on-site security plan and emergency preparedness plan.

~~(13) All items stored outdoors shall be screened from the view of all public rights-of-way.~~

~~(14) Should an emergency shelter be proposed within 300 feet of a school, the development services director or designee may request that the developer/sponsor coordinate with the school district to address potential concerns.~~

(Ord. No. 2864)

ARTICLE X. OFF-STREET PARKING

DIVISION 2. PARKING SPACE AND LOADING REQUIREMENTS

SEC. 16-622. SCHEDULE OF VEHICLE OFF-STREET PARKING REQUIREMENTS.

(F) The following table lists the minimum off-street parking requirements for the city.

Uses	*Minimum Off-Street Parking Requirements*	*Notes*
Residential:		
Special Housing:		
Emergency Shelter, permanent or Low-Barrier Navigation Center	One off-street space for the on-site manager.	See Section 16-504

Section 2. If any section, sentence, clause or phrase of this Ordinance is determined to be invalid, illegal or unconstitutional by a decision or order of any court of competent jurisdiction, then decision or order shall not affect the validity and enforceability of the remaining portions of this Ordinance. The City Council declares that it would have passed and adopted this Ordinance, and each section, sentence, subsection, clause, phrase, part or portion thereof, regardless of the fact that any one or more sections, sentences, subsections, clauses, phrases, be declared invalid or unconstitutional.

Section 3. 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 4. Exempt from CEQA. The City Council determines and finds that the adoption of this Ordinance is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) and (3) and 15061(b)(3) of the Guidelines to the California Environmental Quality Act because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the

activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Therefore, CEQA does not apply to this action.

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

Section 6. 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 November 7, 2023, and finally adopted on _____, to become effective thirty (30) days thereafter.

SIGNATURES ON FOLLOWING PAGE

PASSED AND ADOPTED this _____ day of _____ 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

ATTACHMENT 10

FARMWORKER HOUSING, SUPPORTIVE HOUSING, LOW-BARRIER NAVIGATION CENTER, SINGLE ROOM OCCUPANCY, RESIDENTIAL CARE FACILITIES AND STREAMLINE ORDINANCE PROVISIONS

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING CHAPTER 16 (ZONING) OF THE OXNARD CITY CODE (OCC), BY REPLACING RESIDENTIAL LAND USE AND DEVELOPMENT STANDARDS FOR R-1, R-2. R-3, R-4 AND MH-PD ZONES IN ARTICLE III, DIVISIONS 2 TO 6 (§16-20 TO §16-102) WITH REFORMATTED RESIDENTIAL ZONES, IN ARTICLE III, DIVISIONS 2 (§16-20 TO §16-25); REPLACING COMMERCIAL LAND USE AND DEVELOPMENT STANDARDS FOR C-O, C-1, C-2 ZONES IN ARTICLE III, DIVISIONS 7 TO 9 (§16-105 TO §16-144) WITH REFORMATTED COMMERCIAL ZONES, IN ARTICLE III, DIVISIONS 7 (§16-105 TO §16-109); AMENDING RESIDENTIAL AND COMMERCIAL ZONE PERMITTED USES TO ALLOW SUPPORTIVE HOUSING, LOW-BARRIER NAVIGATION CENTERS, FARMWORKER HOUSING, SINGLE ROOM OCCUPANCY AND RESIDENTIAL CARE FACILITIES CONSISTENT WITH STATE LAW IN §16-22 RESIDENTIAL LAND USES BY ZONE, §16-107 COMMERCIAL LAND USES BY ZONE, §16-148 DOWNTOWN ALLOWED USES AND §16-622 PARKING SPACE AND LOADING REQUIREMENTS; UPDATE DEFINITIONS IN §16-10 DEFINITIONS AND §16-300 STANDARDS FOR ALL ZONES, AND REPLACE ARTICLE V, DIVISIONS 10 WITH NEWLY CREATED STANDARDS IN §16-441 SINGLE ROOM OCCUPANCY; RELATED TO IMPLEMENTATION OF THE 2021-2029 HOUSING ELEMENT. FILED BY CITY OF OXNARD, COMMUNITY DEVELOPMENT DEPARTMENT, 214 SOUTH C STREET, OXNARD, CA, 93030.

WHEREAS, the City Council of the City of Oxnard has considered Zone Text Amendment (ZTA) PZ No. 23-580-03, filed by the City of Oxnard Community Development Department, to amend Chapter 16 of the Oxnard City Code (OCC).

WHEREAS, the proposed modification will update the residential and commercial zoning requirements in OCC Sections 16-20 through 16-144 to streamline ordinance provisions, clarify permitting requirements, simplify the code requirements per Housing Element Program 6 by consolidating residential and commercial land use and development standards into at-a-glance matrices, consistent with the format used in the Industrial Zones Division (Sections 16-160 et. Seq.), and will update standards for irregular lots in Section 16-300 to allow the Director to determine the front lot line, update how building heights are measured in Section 16-303 for consistency with definitions throughout the OCC, and update allowable driveway surfaces in Section 16-333 to removing a barrier to construction;

WHEREAS, the proposed modification will bring the OCC into compliance with the state Employee Housing Act (Health and Safety Code Sections 17021.5, 17021.6, and 17021.8), by allowing Farmworker employee housing that serves six or fewer persons as a single family structure in all zoning districts where single-family occupancy is allowed in the same way single-family housing is allowed, and Farmworker

employee housing with less than 12 units or 36 beds as an agricultural use. This update will be implemented in the new residential and commercial land use matrices in Sections 16-22 and 16-107, and in the Table 16-148 Downtown Allowed Uses.

WHEREAS, the proposed modification will bring the OCC into compliance with AB 2162, by allowing Supportive Housing be allowed without discretionary review in areas zoned for residential use where multifamily and mixed uses development are permitted, including in nonresidential zones permitting multifamily uses. This update will be implemented in the new residential and commercial land use matrices in Sections 16-22 and 16-107, and in the Table 16-148 Downtown Allowed Uses. The proposed modification will also update the parking schedule matrix in Section 16-622 to include Supportive Housing;

WHEREAS, the proposed modification will bring the OCC into compliance with AB 101, by allowing low-barrier navigation centers (LMNC) without discretionary review in areas zoned for mixed-use and in nonresidential zones permitting multifamily uses. This update will be implemented in the new commercial land use matrix in Section 16-107 and in the Table 16-148 Downtown Allowed Uses. The proposed modification will also update definitions in Section 16-10 and the parking schedule matrix in Section 16-622 to include LBNC

WHEREAS, the proposed modification will bring the OCC into compliance with SB 2, by allowing single room occupancy (SRO) in at least one zone. This update will be implemented in the new residential and commercial land use matrices in Sections 16-22 and 16-107, and in the Table 16-148 Downtown Allowed Uses. The modification will also create specific standards for development of SRO in Section 16-441, and will update definitions in Section 16-10 and the parking schedule matrix in Section 16-622 to include SRO;

WHEREAS, the proposed modification will bring the OCC into compliance with AB 686, by allowing Residential Care Facilities with seven or more persons as a residential use in zones where multifamily housing are permitted, subject only to those restrictions that apply to other residential dwellings of the same type in the same zone. This update will be implemented in the new residential and commercial land use matrices in Sections 16-22 and in the Table 16-148 Downtown Allowed Uses. The proposed modification will also update the parking schedule matrix in Section 16-622 to classify parking requirements for the facilities for the elderly – independent living, assisted living, memory care, etc. as residential uses rather than health facilities in compliance with the Fair Housing Act. Parking requirements for assisted living, convalescent home and nursing homes have been relocated to fall under "Residential" in the off-street parking matrix, and categories have also been undated to include the current types of senior housing;

WHEREAS, on October 25, 2022 the State of California Department of Housing and Community Development (HCD) certified the City of Oxnard 2021-2029 Housing Element. Programs 6, 9, 22, 27 and 32 of the 2021-2029 Housing Element require the City update Chapter 16 of the Oxnard City Code (OCC) by 2023 to comply with state laws on ADU parking, Density Bonus, Supportive Housing, Emergency Shelters, Low-Barrier Navigation Centers, Single Room Occupancy, Farmworker Housing, Residential Care Facilities, Reasonable Accommodation; and other ordinance modifications to streamline, clarify and simplify permitting requirements to comply with State regulatory requirements and laws; and

WHEREAS, on September 7, 2023 the Planning Commission held a public hearing on the amendments to Chapter 16 of the OCC to implement Zoning Text Amendments (ZTA) stipulated in the

adopted Amended 2021-2029 Housing Element Programs 6, 9, 22, 27 and 32 and adopted a Resolution recommending that the City Council approve Planning & Zoning Permit No. 23-580-03 (Zone Text Amendment) with the following recommended revisions:

1. Minor text revisions identified by staff in an Attachment to the Planning Commission at the hearing on September 7, 2023, based on community input; and
2. Revise draft OCC Section 16-441.3(C) to require an on-site manager for SRO Development of 16 or more units and off-site or on-site management for SRO Development with less than 16 units; and
3. Revise OCC Section 16-622 existing off-site parking requirements for Group quarter style facilities from one space for every 4 farm workers to one space for every six farm workers; and
4. Revise OCC Section 16-622 draft off-site parking requirement for SRO Development to remove all vehicle parking requirements and only require one long term bicycle storage space per unit; and

WHEREAS, on November 7, 2023, the City Council of the City of Oxnard conducted a duly noticed public hearing to consider Planning and Zoning Permit No. 23-580-03 (Zone Text Amendment) in accordance with the OCC, and

WHEREAS, the City Council received written and verbal comments from the public; and

WHEREAS, the City Council finds the proposed Zoning Text Amendment is in the public interest and general welfare by complying with State law, and encouraging the private and public sectors to produce affordable housing, supportive housing, low-barrier navigation centers, farmworker housing, single room occupancy and residential care facilities that meets the needs of special needs, extremely low-, very low- and -low income persons. 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 ZTA does not involve any direct physical changes to the environment. There are no changes in landforms or an intensification of land uses as a part of the proposed ZTA and all public services for existing land uses will remain as-is, with no changes and no diminishment of service or safety; and

WHEREAS, the proposed ZTA to Chapter 16 of the OCC would establish specific provisions consistent with the action items and policy directives in the 2030 General Plan; and

WHEREAS, the City Council determined that this action is exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Sections 15060(c)(2) and (3) and 15061(b)(3) as this ZTA is a regulatory action which will not result in direct or reasonably foreseeable indirect physical change in the environment and when it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment are not subject to CEQA; and

WHEREAS, it is in the public interest, consistent with the 2030 General Plan.

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

Section 1. Oxnard City Code Chapter 16, Article III, Divisions 2 through 9 entitled "Zones, Uses and Requirement"; Division 10, Section 16-148 entitled "Allowed Uses"; Article V, Division 10, Section 16-441 entitled "Single Room Occupancy"; and Article X, Division 2 "Parking and Loading Space Requirements" are amended to read as follows **(Only underlined portions are to be added)**:

ARTICLE II. DEFINITIONS

SEC. 16-10. DEFINITIONS.

(A) For the purposes of this chapter, the following words shall have the following meanings:

(22) BUILDING HEIGHT – Total vertical height of a building measured from the average finished grade within five feet of ~~at the base of~~ the building to the highest point of the building, and as further defined in Section 16-303.

(XX) DENSITY, RESIDENTIAL (NET) – the number of dwelling units in an acre of land, excluding land for public dedication such as public right-of-way. Residential Density is usually indicated as dwelling units per acre (du/ac).

(61) FRONT LOT LINE - The line dividing a lot or parcel from an officially designated street; provided, however, that if the street is without frontage, the ~~commission~~ Community Development Director shall designate the front lot line.

(XX) LOW-BARRIER NAVIGATION CENTER - a housing first, low-barrier, service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing. "Low barrier" means best practices to reduce barriers to entry, and may include, without limitation, the following:

1. The presence of partners if it is not a population-specific site, such as for survivors of domestic violence or sexual assault, women, or youth;
2. Pets;
3. The storage of possessions; and
4. Privacy, such as partitions around beds in a dormitory setting or in larger rooms containing more than two (2) beds, or private rooms.

(California Government Code Section 65660)

(83) LOT AREA (NET) - The number of square feet enclosed by the lot lines of a lot, excluding land for public dedication such as public right-of-way.

(120) REAR LOT LINE - The lot line most nearly distant and parallel to the front lot line and dividing the lot from an alley or adjoining lot; provided, however, that the ~~planning commission~~ Community Development Director shall designate the rear lot line for through lots, triangular-shaped lot and other irregular lots.

(XX) SINGLE-ROOM OCCUPANCY (SRO) - a residential facility containing six or more housing units where each housing unit is made up exclusively of a single room. The housing units are often furnished and may have individual or shared kitchen and/or bathroom facilities. Each housing unit is offered on a monthly rental basis or longer. Regulations for Single-Room Occupancy set forth in sections 16-441 to 16-441.3 of this code.

ARTICLE III. ZONES, USES AND REQUIREMENTS

DIVISION 2. ~~R-1 SINGLE-FAMILY~~ RESIDENTIAL ZONES

SEC. 16-20. PURPOSE.

~~This zone shall provide a district of low density, single-family dwellings, with selected related uses by special use permit, and second dwelling units subject to certain conditions.~~

The following are descriptions of the purpose and intent of each one of the residential zoning districts in the city. All permitted and conditionally permitted uses shall be consistent with the purpose and intent of the respective zone.

(A) R-1 (Single Family Zone). The purpose of the R-1 zone is to provide a district for low density, single-family dwellings, selected related uses by special use permit, and second dwelling units subject to certain conditions. This zone district also allows for manufactured homes on permanent foundations, and farmworker housing serving six or fewer persons pursuant to statutory requirements.

(B) R-2 (Multi-Family Zone). The purpose of the R-2 zone is to provide a district of low-density, multi-family dwellings, as well as emergency shelters for families, and supportive housing pursuant to statutory requirements that maintain a residential character suitable for locations abutting single-family dwellings.

(C) R-3 (Garden Apartment Zone). The purpose of the R-3 zone is to provide a district of moderate-density, multiple-family dwellings, as well as emergency shelters for families, transitional housing, and supportive housing pursuant to statutory requirements, suitable for locations abutting commercial centers and in other locations where moderate density is warranted.

(D) R-4 (High Rise Zone). The purpose of the R-4 zone is to provide a district for high-density, multi-family dwellings, emergency shelters for families, transitional housing, and supportive housing pursuant to statutory requirements, and other uses suitable for location within the city core and in other selected areas.

(E) MH-PD (Mobile Home Planned Development Zone). The purpose of the R-4 zone is to provide a district for the development of mobile home parks and to permit mobile home use for single-family, farmworker housing, small, licensed residential care facilities, as well as supportive housing pursuant to statutory requirements.

SEC. 16-21. PERMIT REQUIREMENTS FOR RESIDENTIAL USES.

The required permit for a respective residential land use is indicated in section 16-22, residential land use matrix. The permit requirements are as provided for in this chapter and as further provided for below.

(A) Zoning Clearance. Permitted uses are subject to the requirement for approval of a zone clearance in accordance with this chapter. The permit application requirements and process for a zoning clearance are set forth in Article VII, Division 1, of this chapter.

(B) Site Plan Review (SPR) permit. A SPR permit may be used for developments where the state has mandated that the City's approval must be ministerial. The permit application requirements and process for SPR permit are set forth in Article VII, Division 1A, of this chapter.

(C) Development Design Review (DDR) permit. The permit application requirements and process for DDR permit are set forth in Article VII, Division 2, of this chapter.

(1) A DDR permit is required for all new construction unless a Special Use Permit, Site Plan Review or other zoning permit is required under this Chapter. A DDR permit is also required for the review and approval of a use which requires administrative review to ensure compliance with the provisions of this chapter and other regulatory requirements.

(2) For the review of uses proposed to be located in existing structures, the Director may determine the level of information and plans required.

(D) Special Use Permit (SUP). The permit application requirements and process for a Special Use Permit are set forth in Article VII, Division 3, of this chapter.

(E) Minor modifications. Where a planning permit such as a special use permit, planned development permit, development design review permit or site plan review has been previously approved, the Director may elect to modify that existing permit in lieu of requiring the application and approval of a new special use or development design review permit for a proposed physical modification or use clearance, provided such physical modification is within the

parameters for minor modifications provided for in this chapter or by administrative policy. The requirements and process for Modifications to a Special Use Permit are set forth in Article VII, Division 4, of this chapter. Modifications to a Site Plan Review permit are set forth in Article VII, Division 1A, of this chapter. Modifications to a Development Design Review permit are processed in the same manner as the original development design review permit as set forth in Article VII, Division 2.

(F) Specific plan permit requirements. For development in areas within a designated specific plan, the specific plan will identify the processing requirements for uses. Where the specific plan is silent on a use or process, or where state law allows for a use (e.g. accessory dwelling units), the following table identifies the permit processing requirements.

SEC. 16-22. RESIDENTIAL LAND USES BY ZONE: RESIDENTIAL LAND USE MATRIX.

The allowable land uses in the residential zoning districts are identified in the following table.

Residential Land Use Matrix						
Key: Blank: Not Allowed	***X: Prohibited Use***					
P: Permitted Use	***SPR: Site Plan Review***					
SUP: Special Use Permit	***DDR: Development Design Review Permit*** **					
Land Use	***Zone District***					
	R-1	***R-2***	***R-3***	***R-4***	***MH-PD***	***Notes***
Accessory buildings, including other uses customarily incidental to the permitted residential use	P	P	P	P		See Sections 16-300 and 16-301
Accessory dwelling units	P	P	P	P	P	Refer to Article V, Division 13
Accessory uses normally incidental to mobile home parks					P	
Adult day care facilities serving no more than 6 adults	P	P	P	P	P	
Adult day care facilities serving 7 to 15 adults		SUP	SUP	SUP		
Adult day care facilities serving more than 15 adults			SUP	SUP		
Assisted living residential facility, State-licensed, serving 7 or more persons		SUP	SUP	SUP		
Babysitting, Accessory	P	P	P	P	P	
Bed and breakfast inn			SUP	SUP		Refer to Article V, Division 3
Childcare centers serving no more than 6 children	P	P	P	P	P	

Residential Land Use Matrix						
Key: Blank: Not Allowed	***X: Prohibited Use***					
P: Permitted Use	***SPR: Site Plan Review***					
SUP: Special Use Permit	***DDR: Development Design Review Permit*** **					
Land Use	***Zone District***					
	R-1	***R-2***	***R-3***	***R-4***	***MH-PD***	***Notes***
Childcare centers serving no more than 15 children		SUP	SUP	SUP		
Childcare centers serving more than 15 children			SUP	SUP		
Churches	SUP	SUP	SUP	SUP		
Common recreation facilities and structures					P	
Condominiums	SUP	SUP	SUP	SUP		See Section 16-395
Congregate living health facilities no more than 6 beds	P	P	P	P	P	
Congregate living health facilities of 7 to 15 beds	SUP	SUP	SUP	SUP	SUP	
Congregate living health facilities more than 15 beds		SUP	SUP	SUP		
Convents serving no more than 15 persons		SUP	SUP	SUP		
Emergency shelters for families		SUP	SUP	SUP		Refer to Section 16-504
Farmworker employee housing serving six or fewer persons	DDR	DDR	DDR	DDR	DDR	
Grounds, landscaping, flower and vegetable gardens and fruit trees, not grown expressly for profit	P	P	P	P		
Grounds, private greenhouses and horticultural collections, flower and vegetable gardens and fruit trees, not grown expressly for profit	P	P	P	P		
High-density apartments				DDR		
Home Occupations with a home occupation permit	P	P	P	P	P	Refer to Article V, Division 6

Residential Land Use Matrix						
Key: Blank: Not Allowed	***X: Prohibited Use***					
P: Permitted Use	***SPR: Site Plan Review***					
SUP: Special Use Permit	***DDR: Development Design Review Permit*** **					
Land Use	***Zone District***					
	R-1	***R-2***	***R-3***	***R-4***	***MH-PD***	***Notes***
Hospitals and convalescent hospitals			SUP	SUP		
Large family day care homes that the Planning Manager finds to comply with the standards	P	P	P	P	P	See Section 16-440
Manufactured housing consisting of single-family dwellings constructed by modular manufactured methods or mobile homes certified under the National Mobile Homes Construction and Safety Standards Act of 1974, provided such homes are of a permanent character secured to a permanent foundation	DDR	DDR	DDR	DDR	SUP	
Mobile home and mobile home accessory equipment sales					SUP	See Section 16-25
Mobile home parks					SUP	See Section 16-25
Multiple-family residential development		DDR	DDR	DDR		
Multifamily residential uses up to 30 dwelling units per acre on parcels in the AHP additive zone		SPR	SPR	SPR		
Multifamily residential uses up to 30 dwelling units per acre on parcels in the AHD additive zone		SUP	SUP	SUP		
Off-street parking	P	P	P	P	P	Refer to Article X
Office for mobile home space rental in a mobile home or in a recreation building only					SUP	
Private clubs, fraternities, sororities, and lodges, excepting those the chief activity of which			SUP	SUP		

Residential Land Use Matrix						
Key: Blank: Not Allowed	***X: Prohibited Use***					
P: Permitted Use	***SPR: Site Plan Review***					
SUP: Special Use Permit	***DDR: Development Design Review Permit*** **					
Land Use	***Zone District***					
	R-1	***R-2***	***R-3***	***R-4***	***MH-PD***	***Notes***
is a service customarily carried on as a business						
Private or parochial schools, except those of a correctional nature or those intended for the mentally handicapped		SUP	SUP	SUP		
Public or private parks and playgrounds	SUP	SUP	SUP	SUP	SUP	
Public parking on R-3 lots adjacent to or across from the alley from C-2 lots			P			
Public schools, elementary, junior high, high school, colleges	SUP	SUP	SUP	SUP	SUP	
Public utility structure	SUP	SUP	SUP	SUP	SUP	
Residential care facilities serving no more than 6 persons	P	P	P	P	P	
Residential care facilities serving 7 or more persons		DDR	DDR	DDR		
Residential stock cooperatives and community apartments		SUP	SUP	SUP		See Section 16-395
Short-term rentals with short term rental permit	P	P	P	P		Refer to Article XI
Single Room Occupancy (SRO)				SUP		See Section 16-441
Signs	P	P	P	P		Refer to Article IX
Single-family dwelling conventionally built and of a permanent character. (Separate servants' quarters may be established in connection with single-family dwellings of nine rooms or larger, exclusive of bathrooms, when such dwellings are located on lots of not less than 10,000 sq. ft.)	DDR	DDR	DDR	DDR		

Residential Land Use Matrix						
Key: Blank: Not Allowed X: Prohibited Use						
P: Permitted Use SPR: Site Plan Review						
SUP: Special Use Permit DDR: Development Design Review Permit **						
Land Use	***Zone District***					
	R-1	***R-2***	***R-3***	***R-4***	***MH-PD***	***Notes***
Small residential health or care facilities, state-licensed, serving no more than six persons, or small family daycare home, state-certified or licensed, serving no more than eight children.	P	P	P	P	P	
Storage, incidental to permitted uses, contained within an accessory building	P	P	P	P		
Supportive housing	DDR	SPR	SPR	SPR		
Swim clubs, tennis clubs, golf courses, and similar uses incidental to a residential tract or development	SUP	SUP	SUP	SUP		
Temporary uses with temporary use permit, including temporary sales or rental office, caretaker unit on construction site, model home, and similar uses determined by the Director to be compatible with the zone and surround land uses	P	P	P	P	P	Refer to Article V, Division 15
Timeshares		X	SUP	X		
Townhouse condominiums or other Community Ownership Unit, including condominium conversion	SUP	SUP	SUP	SUP		Refer to Article V, Divisions 5 & 6
Traditional bed and breakfast (Homestay), only in the Wilson Neighborhood	DDR	DDR	DDR	DDR		Refer to Article V, Division 3
Traditional bed and breakfast (Homestay)	SUP	SUP	SUP	SUP		Refer to Article V, Division 3
Transitional housing			DDR	DDR		

Residential Land Use Matrix						
Key: Blank: Not Allowed X: Prohibited Use						
P: Permitted Use SPR: Site Plan Review						
SUP: Special Use Permit DDR: Development Design Review Permit **						
Land Use	***Zone District***					
	R-1	***R-2***	***R-3***	***R-4***	***MH-PD***	***Notes***
Wireless Communications Facilities, stealth	SUP	SUP	SUP	SUP	SUP	Refer to Article V, Division 16
* A Development Design Review Permit is required for all new construction unless a Special Use Permit, Site Plan Review or other zoning permit is required under this Chapter.						

SEC. 16-23. ~~RELATED USES.~~ DEVELOPMENT STANDARDS.

The following table sets forth development standards for all of the residential zone districts in the city. All permitted and conditionally permitted uses shall be consistent with the purpose and intent of the respective zone.

Development Standards					
Standard	***Zone District***				
	R-1	***R-2***	***R-3***	***R-4***	***MH-PD***
Minimum dwelling size	1,000 sq. ft., exclusive of garages, carports, or any accessory building.	1 Bdrm unit: 450 sq. ft. 2+ Bdrm unit: 800 sq. ft	1 Bdrm unit: 450 sq. ft. 2+ Bdrm unit: 800 sq. ft	1 Bdrm unit: 450 sq. ft. 2+ Bdrm unit: 800 sq. ft	NA
Height permitted	Two Stories up to 25 ft.	Two Stories up to 25 ft.	Three Stories up to 35 ft.	Four Stories up to 45 ft.* See Section 16-24 for additional requirements.	
Minimum lot area/Density	6,000 sq. ft.	3,500 sq. ft. of lot area for each dwelling unit. See Section 16-24 for	2,400 sq. ft. of lot area for each dwelling unit. See Section 16-24 for	1,500 sq. ft. of lot area for each dwelling unit. See Section 16-24 for	3,000 sq. ft. minimum lot area; 6 ½ mobile home lots per gross acre.

Development Standards					
Standard	***Zone District***				
	R-1	***R-2***	***R-3***	***R-4***	***MH-PD***
		additional requirements.	additional requirements.	additional requirements.	See Section 16-25 for additional requirements.
Front yard setback	20 ft.; or the average for 60% of block, but not less than 15 ft. min. See Section 16-24 for additional requirements.	25% of the depth of the lot, not less than 25 ft. or more than 60 ft. See Section 16-24 for additional requirements.	20 ft.; 15 ft. if access to all parking is from an alley.	20 ft.; 15 ft. if access to all parking is from an alley.	10 ft. 20 ft from public way or other residential or commercial zone or use. See Section 16-25 for additional requirements.
Interior yard side yard setback	10% of the width of the lot, but not less than 3 ft., and need not exceed 5 ft.	10% of the width of the lot, but not less than 3 ft., and need not exceed 5 ft.	5 ft. for 1-2 story buildings, 7.5 ft. for 2 ½ story buildings.	5 ft. for 1-2 story buildings, increased by 2.5 ft. for each additional story.	10 ft.
Corner lot side yard setback	50% of front yard setback for lot See Section 16-24 for additional requirements.	Same as interior lots, except for reverse corner lot. Reverse corner lot side yard setback on the street side shall be 50% of the front yard in the rear of the corner lot. See Section 16-24 for additional requirements	One-half the required front yard.	10 ft.	10ft. 20 ft from public way or other residential or commercial zone or use. See Section 16-25 for additional requirements.

Development Standards					
Standard	***Zone District***				
	R-1	***R-2***	***R-3***	***R-4***	***MH-PD***
Rear yard setback	25% of depth of lot and need not exceed 25 ft.; Additions and detached structures to maintain a 15 ft. setback. See Section 16-24 for additional requirements.	25% of depth of lot not to exceed 25 ft.	25 ft.	5 ft. for 1-2 story buildings, increased by 2 ½ ft. for each additional story.	10 ft. 20 ft from public way or other residential or commercial zone or use. See Section 16-25 for additional requirements.
Interior yard space	15% minimum or 900 sq. ft., whichever is less and be completely open from ground to sky. ** See Section 16-24 for additional requirements.	30% of lot area, minimum 15 ft. by 15 ft. area, and completely open from ground to sky. ** See Section 16-24 for additional requirements.	30% of lot area, minimum 15 ft. by 15 ft. area, and completely open from ground to sky. ** See Section 16-24 for additional requirements.	30% of lot area, minimum 15 ft. by 15 ft. area, and completely open from ground to sky. ** See Section 16-24 for additional requirements.	450 sq. ft., minimum 15 ft. by 15 ft., completely open from ground to sky. See Section 16-25 for additional requirements.
Space for Accessory Buildings	If 1 story in height with same required front, rear, and side yard setbacks as main building.	May occupy rear yard setback if 1 story and located 6 ft. from nearest part of main building.	May occupy rear yard setback if 1 story and located 6 ft. from nearest part of main building.	May occupy rear yard setback if 1 story and located 6 ft. from nearest part of main building.	Covered patios and covered parking spaces may project into the required 10 ft. setback a maximum of 5 ft. See Section 16-25 for additional requirements.
* Additional height may be allowed with approval of a SUP. ** except for a patio, pergola, or a roof or balcony overhang not exceeding 30 in.					

SEC. 16-24. SPECIAL REQUIREMENTS SPECIFIC TO R-1, R-2, R-3 AND R-4.

The purpose of this section is to provide regulations specific to the respective residential zoning categories as follows.

(A) R-1 Zone.

(1) Architectural Standards. The following exterior architectural standards shall apply to all single-family dwellings including mobile homes located in an R-1 zone:

(a) Exterior siding shall be made of nonreflective and nonmetallic materials. Acceptable siding material includes wood, stucco, ceramic tile, brick, stone, or other masonry materials, or any combination of these materials.
(b) Color/texture of exterior materials shall be compatible with the adjacent single-family structures.
(c) Roof structures, except for authorized deck areas, shall be sloped and provide an eave projection of no less than 6 inches and no greater than 30 inches.
(d) Roofing material shall consist of one of the following: wood shingle, wood shake, synthetic, composite shingle, ceramic tile, ~~or~~ concrete tile, ~~except~~ standing seam metal~~lic~~ or copper roofing ~~surfaces,~~ except reflective surfaces shall not be permitted on the residential structure or on any garage or carport.

(2) A finding that a proposed residential structure complies with the foregoing architectural standards shall be made as part of the special use permit or planned development permit.

(3) If the proposed structure does not entail a special use permit or planned development permit, the director shall make a finding of compliance.

(`64 Code, Sec. 34-36.3) (Ord. No. 1373)

(2) R-1 Lot Requirements

(a) Minimum Lot Area. Every newly created lot shall have a lot area of not less than 6,000 square feet.
(b) Minimum Lot Frontage. The frontage measured at the front lot line shall be at least 50 feet. Frontage for this purpose shall be defined as the linear measurement between the two side property lines at their point of tangency with the curb.
(c) Minimum Lot Dimensions.
I. Interior lots shall be no less than 60 feet in width.
II. Corner lots shall be no less than 75 feet in width.
III. The depth of a lot shall be at least 100 feet.

(3) R-1 Front Yard

(a) There shall be a front yard setback of not less than 20 feet; except that houses constructed with garages having a swing driveway, with the entrance facing the side property line, may have a minimum 15-foot setback. Where standard dwellings within any block vary from the required setback, the average setback of such standard dwellings shall determine the required setback within that block if the standard dwellings comprise at least 60% of the block.
(b) In calculating the average setback, houses on reverse corner lots and houses wholly on the rear half of the lot shall not be counted. In no case shall setbacks of less than 15 feet be allowed, or setbacks of more than 60 feet be required.

(c) There shall be a distance of not less than 20 feet, measured at the center line of the driveway, between the garage door and the front property line.

(`64 Code, Sec. 34-40) (Ord. No. 893, 946, 1019, 1409, 1611)

(4) R-1 Side Yard

(a) On interior lots there shall be a side yard on each side of a building of not less than 10% of the width of the lot; provided that such side yard shall not be less than three feet and need not exceed five feet in width.
(b) On corner lots the side yard regulation shall be the same as for the interior lots except in the case of a reversed corner lot. In the case of a reversed corner lot, there shall be a side yard on the street side of the corner lot of not less than 50% of the front yard required on the lots in the rear of such corner lot, and no accessory building on the corner lot shall project beyond the front yard line on the lots in the rear; provided further that this regulation shall not be so interpreted as to reduce the buildable width (after providing the required interior side yard) of a reversed corner lot of record on March 29, 1945, to less than 28 feet, nor to prohibit the erection of an accessory building where this regulation cannot reasonably be complied with.

(`64 Code, Sec. 34-41) (Ord. No. 893, 1019)

(5) R-1 Rear Yard

(a) There shall be a rear yard of not less than 25% of the depth of the lot; provided, such rear yard need not exceed 25 feet.
(b) Single-story and two-story additions projecting into the required rear yard may be made if attached to existing single-family dwellings provided such additions maintain a minimum 15-foot setback from the rear property line for those lots not abutting an alley; and for those lots having rear property lines that abut a street, alley or parking space maintained by the public and more than 20 feet wide, the addition shall maintain a 15-foot setback from the center line of the street, alley or open space and in no case less than five feet from the rear property line.

(`64 Code, Sec. 34-42) (Ord. No. 893, 1409, 1611)

(6) R-1 Interior Yard Space. Interior yard space shall be provided on each lot equal to at least 15% of the lot area, or 900 square feet, whichever is less, and shall be completely open from ground to sky except for a patio, pergola, or a roof or balcony overhang not exceeding 30 inches. Interior yard space may include all of that open area from the required front yard setback line to the rear property line which has a minimum dimension of 10 feet by 15 feet.

(`64 Code, Sec. 34-42.1) (Ord. No. 893, 1019, 1777, 1611)

(7) R-1 Space Accessory Buildings May Occupy. An accessory building is permitted if the accessory building is not more than one story in height and maintains the same required front, rear and side yard setback as the main building.

(`64 Code, Sec. 34-42.2) (Ord. No. 1409, 1611)

(B) R-2 Zone.

(1) R-2 Density. There shall be at least 3,500 square feet of lot area for each dwelling unit. ~~There shall be no more than six dwelling units in any one building.~~ No more than one dwelling unit may be constructed on any lot with an average width of less than 50 feet or with an area less than 7,000 square feet. Any lot of record on May 21, 1981, which

is 6,000 or more square feet may contain two dwelling units, provided the lot meets the minimum width required by this section.

(`64 Code, Sec. 34-53) (Ord. No. 904, 1019, 1333, 1862, 1866)

(2) R-2 Front Yard

(a) There shall be a front yard of not less than 25% of the depth of the lot, provided such front yard need not exceed 25 feet. Where standard dwellings within any block vary from the required setback, the average of such standard dwellings shall determine the required setback for that block if such standard dwellings comprise at least 60% of the block. In calculating such average setback, houses on reversed corner lots and houses wholly on the rear half of a lot shall not be counted.
(b) In no case shall setbacks of less than 25 feet be allowed, or more than 60 feet be required. Where six or more dwellings are to be built concurrently within a given block, front yards of that block may average a minimum of 20 feet, provided houses within each block are staggered between 15 to 25 feet, and provided further that there shall be a distance of not less than 20 feet measured at the center line of the driveway between the garage door and the front property line.

(`64 Code, Sec. 34-54) (Ord. No. 904, 1611)

(3) R-2 Side Yard

(a) On interior lots there shall be a side yard on each side of a building of not less than 10% of the width of the lot, provided that such side yard shall not be less than three feet and need not exceed five feet in width.
(b) On corner lots the side yard regulation shall be the same as for interior lots except in the case of a reversed corner lot. In this case, there shall be a side yard on the street side of the corner lot of not less than 50% of the front yard required on the lots in the rear of such corner lot, and no accessory building on the corner lot shall project beyond the front yard line on the lots in the rear. This regulation shall not be interpreted to reduce the buildable width (after providing the required interior side yard) of a reversed corner lot of record on March 29, 1945, to less than 25 feet, nor to prohibit the erection of an accessory building where this regulation cannot reasonably be complied with.

(`64 Code, Sec. 34-55) (Ord. No. 904, 1611)

(4) R-2 Interior Yard Space

(a) Each lot shall provide for interior yard space in an area equal to at least 30% of the lot area. This interior yard space shall be completely open from ground to sky except for a patio or pergola or the projections of those items referred to in sections 16-304, 16-305, 16-306, and 16-307.
(b) Each interior yard space area shall have a minimum dimension of 15 by 15 feet.
(c) The interior yard space shall be completely separate from any area required for automobile circulation.

(`64 Code, Sec. 34-57) (Ord. No. 904, 1237, 1409, 1862, 1866, 2152)

(C) R-3 Zone.

(1) R-3 Density.

(a) Except as provided in this section, there shall be at least 2,400 square feet of lot area for each dwelling unit. No more than two dwelling units shall be constructed on any lot with an average width between 50 and 60 feet.
(b) No more than one dwelling unit shall be constructed on any lot with an average width less than 40 feet.
(c) Any lot of record on May 21, 1981, which has more than 4,800 square feet may contain three dwelling units, provided the lot meets the minimum width requirement herein.
(`64 Code, Sec. 34-60) (Ord. No. 970, 1019, 1862, 1866)

(2) R-3 Interior Yard. Each lot shall provide for interior yard space in an area equal to at least 30 % of the lot area. This interior yard space shall be completely open from ground to sky except for a patio or pergola or the projections of those items referred to in sections 16-304 through 16-307. The interior yard space shall be located in an area between the required front yard setback and the rear property line. Each interior yard space area shall have a minimum dimension of 15 by 15 feet. The interior yard space shall be completely separate from any area required for automobile circulation. Twenty-five percent of the required interior yard space may be on decks if such decks have a minimum dimension of ten feet and a minimum of 200 square feet, and are directly accessible from the units served. All decks shall be open to the sky except for allowed roof projections and shall be provided with flooring and railings suitable for outdoor activity.

(`64 Code, Sec. 34-63.1) (Ord. No. 970, 1019, 1237, 1409, 1862, 1866, 2152)

(D) R-4 Zone.

(1) R-4 Building Height. Four stories shall be permitted but shall not exceed 45 feet except as otherwise provided in this chapter. However, buildings not exceeding 11 stories or 100 feet maximum may be approved by special use permit as provided in sections 16-530 to 16-553.

(`64 Code, Sec. 34-66) (Ord. No. 1037, 1409, 1574)

(2) R-4 Density. There shall be at least 1,500 square feet of lot area for each dwelling unit. No more than two dwelling units shall be constructed on any lot with an average width between 40 and 50 feet or with an area between 4,000 and 5,000 square feet. No more than one single-family dwelling unit shall be constructed on any lot with an average width less than 40 feet or an area less than 4,000 square feet. Any lot with an average width between 65 and 50 feet shall comply with the R-3 zone standards.

(`64 Code, Sec. 34-67) (Ord. No. 1037, 1862, 1866)

(3) R-4 Interior Yard. Each lot shall provide for interior yard space in an area equal to at least 30 % of the lot area. This interior yard space shall be completely open from ground to sky except for a patio or pergola or the projections of those items referred to in sections 16-304 through 16-307. The interior yard space shall be located in an area between the required front yard setback and the rear property line. Each interior yard space area shall have a minimum dimension of 15 by 15 feet. The interior yard space shall be completely separate from any area required for automobile circulation. Twenty-five percent of the required interior yard space may be on decks if such decks have a minimum dimension of ten feet and a minimum of 200 square feet, and are directly accessible from the units served. All decks shall be open to the sky except for allowed roof projections and shall be provided with flooring and railings suitable for outdoor activity.

(`64 Code, Sec. 34-63.1) (Ord. No. 970, 1019, 1237, 1409, 1862, 1866, 2152)

SEC. 16-25. SPECIAL REQUIREMENTS SPECIFIC TO MH-PD.

The purpose of this section is to provide regulations specific to the Mobile Home Planned Development zoning district as follows.

(A) Mobile Home Park Site Plan Required. The developer of a mobile home park shall submit a detailed site plan, drawn to a 1-inch equals 40 feet scale with each special use permit application.

(`64 Code, Sec. 34-57.5) (Ord. No. 1477)

(B) Design Criteria. An application for special use permit to develop a mobile home park, supported by a detailed site plan, may be approved if the proposed development meets the following design criteria:

(1) Density - The maximum permitted density shall be 6½ mobile home lots per gross acre.

(2) Lot dimensions - Minimum lot widths and areas shall be required to meet lot coverage and yard, mobile home spacing, and other requirements as set forth in this division. If these requirements are met, and the resulting lot pattern is functional and efficiently provides for utilities and for convenient pedestrian and vehicular access, lot lines shall not be required to be perpendicular to streets or radial to curves, and lot shapes may take any form.

(3) Lot location - Lots intended for placement of mobile homes shall be so located with respect to streets and driveways as to optimize the placement of such mobile homes for occupancy. Considering size, required yards and manner of support, the lot shall be suitable for the type of mobile home unit proposed.

(4) Yards and open spaces - Yards and other open spaces required by this division shall be designed to perform a variety of functions including assuring adequate privacy, usable outdoor living space, desirable views, natural light and ventilation, access to and around the units, off-street parking space and spacing between mobile homes and other buildings to reduce potential adverse effects of noise, odor, glare and fire hazards.

(5) Data required - Upon the request of the director of community development, the developer shall furnish data to show that storm waters and other drainage can adequately be carried on the proposed mobile home park streets.

(`64 Code, Sec. 34-57.6) (Ord. No. 1477)

(C) Subdivision Prohibited; Lot Area; Marking; Anchorage.

(1) Subdivision of a mobile home park is prohibited.

(2) The minimum lot area for each mobile home shall be 3,000 square feet. Each lot in a mobile home park shall be marked clearly on the ground by permanent flush stakes, markers or other suitable means.

(3) Any improvements necessary on the lot for the support or anchoring of the type of mobile home unit proposed shall be provided and the mobile home unit so supported or anchored before occupancy.

(`64 Code, Sec. 34-57.7) (Ord. No. 1477)

(D) Yard Setbacks; Maximum Lot Coverage.

(1) The front yard setback shall be a minimum of ten feet.

(2) The side yard setback shall be a minimum of ten feet.

(3) The rear yard setback shall be a minimum of ten feet.

(4) Mobile homes adjacent to a public way or other residential or commercial zone or use shall be set back an additional ten feet from the mobile home lot lines or required perimeter wall, except when the commission determines that special circumstances justify modification of this standard.

(5) Covered patios and covered parking spaces may project into the required ten-foot setback a maximum of five feet and shall maintain a minimum of five feet from the established lot line in a side yard but shall maintain the required ten-foot front yard setback.

(6) The maximum lot coverage by the mobile home and its accessory structures shall be 75 percent.

(`64 Code, Sec. 34-57.8) (Ord. No. 1477)

(E) Interior Yard Space Required. Interior yard space of not less than 450 square feet shall be provided on each lot. The space shall be completely open from ground to sky and may include only area from the required front yard setback line to the rear property line which has a minimum dimension of 15 feet by 15 feet.

(`64 Code, Sec. 34-57.9) (Ord. No. 1477)

(F) Open Space; Recreation Area.

(1) Common landscaped open space and recreation areas shall be provided in the park in accordance with this section.

(2) Common open space shall comprise 16 percent of the gross mobile home park acreage, if the park provides a common recreation center with a total floor area of not less than 25 square feet per mobile home lot for the first 150 lots, and 15 square feet per lot thereafter, but in no case less than 4,000 square feet.

(3) Common open space shall be 20 percent of the gross mobile home park acreage, if the park does not provide a common recreation center as described above.

(4) Common open spaces shall have a minimum dimension of ten feet by ten feet. Park walkways at least ten feet wide and leading to open space and recreation facilities may count as part of this area.

(5) Recreation areas shall be provided at central locations convenient to park residents and the park service centers.

(6) Recreation areas may include space for common buildings and common use facilities, such as indoor recreation areas, swimming pools, outdoor courts for games and similar recreation facilities.

(`64 Code, Sec. 34-57.10) (Ord. No. 1477)

(G) Landscaping; Fences And Screening.

(1) The common open areas of each mobile home park shall be landscaped in accordance with a landscape plan approved by the director.

(2) The director shall approve a mobile home park landscape plan that meets the following criteria:

(a) All setbacks, buffer zones and open spaces shall be landscaped. Trees, shrubs, vines and ground cover are required in landscaping in varying proportions and must harmonize.

(b) A permanent irrigation system comprised of bubblers, sprinklers and hose bibs shall be installed for all common open space and common recreation areas.

(c) Rock shall be utilized as ground cover only in a balanced landscaping design, and shall not predominate.

(d) Substantial numbers of specimen trees of not less than 15 gallon container size shall be planted throughout the park and in the common open areas. Specimen trees shall also be required at least every 30 feet along any setback adjacent to public streets.

(e) Adjacent to public ways or other residential or commercial zones or uses, transitional screening shall be provided by landscaping the ten-foot wide buffer zones required by Subsection L. Landscaping which will grow to not less than 20 feet in height shall be planted therein in order to screen the mobile homes from external land uses.

(f) All open areas except driveways, parking areas, walkways, utility areas, improved decks, patios and porches shall be landscaped and maintained adequately.

(g) At least one tree of 15 gallon stock, eight feet high shall be planted on each mobile home lot.

(h) Fence and landscaping material shall be limited in height at intersections of streets, driveways and pedestrian walkways to that deemed compatible with pedestrian and traffic safety as described in Subsection H.

(i) All landscaping required in this section shall be installed prior to occupancy and maintained properly by the park management or owners, or both, in accordance with the landscaping plan approved by the director.

(`64 Code, Sec. 34-57.11) (Ord. No. 1477)

(H) Vehicular Access And Circulation; Loading Areas; Driveways.

(1) Main entrance - The main vehicular entrance to a mobile home park shall consist of 2 ten-foot travel lanes for ingress and an additional 2 ten-foot travel lanes for egress, separated by a landscaped median a minimum ten feet in width to a depth of the intersection with the first cross street that connects with the general park circulation network.

(2) Secondary entrance.

(a) A secondary entrance for access by mobile homes and emergency vehicles is required and shall consist of one 18-foot travel lane for ingress and one 18-foot travel lane for egress with no parking allowed to the first cross street. This entrance may be permitted only on an abutting thoroughfare or collector street and shall provide solid gating the same height as the adjoining wall.

(b) No fencing, landscaping or other material impediment to visibility more than 2½ feet above curb level shall be created or maintained at the intersection of any street in a mobile home park, and any street providing access to a mobile home park within right triangles constructed as follows: the apex of the right angle being the intersection of the edge of the private drive and the public right-of-way, one leg extending into the mobile home park 25 feet, the second leg extending 50 feet along the public right-of-way toward the oncoming traffic, the end of these legs being connected by the peripheral wall. Where there is pedestrian or bicycle access from within the mobile home park to a street at its edges by paths or across yards or other open space without a barrier to access to the street, no material impediment to visibility more than 2½ feet above curb level shall be created or maintained except as appropriate to the circumstances of the particular case.

(3) Vehicular circulation.

(a) All other streets shall be 36 feet in width, curb to curb, if guest parking is allowed on one side of the street; or shall be 28 feet in width, curb to curb, if no parking is allowed on the street.

(b) Cul-de-sacs with a minimum 50-foot turning radius shall be provided where necessary for access or public safety.

(4) Internal park roadways - Internal park roadways and areas used for access or parking shall be designed, constructed and paved in accordance with city standards.

(5) Loading areas - Loading areas shall be provided where necessary for convenient access to delivery vehicles, which shall not obstruct the main traveled way.

(6) Driveways - A driveway designed to serve the mobile home lots shall be a minimum of 15 feet in width.

(`64 Code, Sec. 34-57.12) (Ord. No. 1477, 1498)

(I) Street Names And Space Numbers.

(1) The street names and house numbers of the mobile home park shall be subject to approval of the city's street naming committee, and shall be integrated with those of the surrounding area according to the city’s street naming policy.

(2) Each mobile home space shall be uniformly addressed with numbers that are visible from the park street or service road.

(`64 Code, Sec. 34-57.13) (Ord. No. 1477)

(J) Parking.

(1) Residential off-street parking shall be provided at a ratio of two spaces in tandem for each mobile home pad and shall be contiguous to each pad. One space shall be covered.

(2) Additional parking spaces shall be provided at a ratio of one parking space to five mobile home spaces, and shall be located within centralized bays not more than 150 feet from the mobile homes served. This condition may be modified by the commission to enhance the design of the park.

(3) Residential parking spaces shall be designed to assure that a parked vehicle will not encroach into the street or walkway area. Where the parking access is from the front of the mobile home, the required parking area shall not project closer to the access street than the front of the mobile home.

(4) Parking shall be provided adjacent to common recreational facilities and the common administrative offices at a ratio of at least one space for each 15 mobile home lots contained in the park.

(`64 Code, Sec. 34-57.14) (Ord. No. 1477, 1498, 2336)

(K) Walkways.

(1) Pedestrian circulation shall be provided by a system of walkways. A walkway shall originate near an individual mobile home lot, service area, parking bay or storage area and shall lead to a common recreation area or service facility.

(2) Walkways shall be a minimum width of four feet.

(3) Walkways shall not in all cases be adjacent to interior streets.

(`64 Code, Sec. 34-57.15) (Ord. No. 1477)

(L) Boundary Wall; Buffer Zones. A six-foot high solid masonry or brick wall shall be constructed along all boundaries abutting other properties. Adjacent to any public street there shall be a ten-foot wide buffer zone located back of the property line in front of the above required wall. The buffer zone shall be located adjacent to the exterior boundaries, between the property line and the required perimeter wall. The buffer zone shall be landscaped as provided in Subsection G.

(`64 Code, Sec. 34-57.16) (Ord. No. 1477)

(M) Recreation Vehicle Storage; General Storage Lockers.

(1) In addition to other required parking within a park, centralized storage areas for recreation vehicles of all types shall be provided with a minimum of one storage space for each four mobile home spaces.

(2) Storage areas shall have a drained surface usable under normal seasonal weather conditions.

(3) Storage areas shall be screened from view by permanent masonry walls eight feet in height.

(4) A general storage locker with a minimum of 90 cubic feet capacity shall be provided on each occupied mobile home lot.

(`64 Code, Sec. 34-57.17) (Ord. No. 1477)

(N) COMMON LAUNDRY SERVICE FACILITIES.

(1) Laundry facilities equipped with washing machines and dryers shall be provided in a permanent building which is centrally located and accessible to all tenants.

(2) The laundry facilities shall include at least one lavatory and water closet for each sex located in distinctly marked rooms.

(3) Outside drying yards, if provided with the laundry facility, shall be screened with a six-foot high decorative wall constructed with materials of the same type as other walls or fences within the park.

(4) The laundry facility building shall be constructed of materials that carry out the general theme of other permanent buildings in the park.

(`64 Code, Sec. 34-57.18) (Ord. No. 1477)

(O) Management Office.
(1) Each mobile home park shall maintain a management office. The office shall be an integral part of the main recreation facility or manager's mobile home and shall not be in a separate building. The management office shall have access to a lavatory and water closet.
(2) The person to whom a city business license for a mobile home park is issued shall provide resident, full-time supervision at all times to maintain the park in compliance with this division and to keep its facilities in good repair and in a clean and sanitary condition.

(`64 Code, Sec. 34-57.19) (Ord. No. 1477)

DIVISION 3. ~~R-2 MULTIPLE-FAMILY ZONE~~ RESERVED

DIVISION 4. ~~R-3 GARDEN APARTMENT ZONE~~ RESERVED

DIVISION 5. ~~R-4 HIGH RISE RESIDENTIAL ZONE~~ RESERVED

DIVISION 6. ~~MH-PD MOBILE HOME PLANNED DEVELOPMENT~~ ~~ZONE~~ RESERVED

DIVISION 7. ~~C-O~~ COMMERCIAL ~~OFFICE~~ ZONES

SEC. 16-105. PURPOSE.

~~This zone shall provide a district for low-profile professional uses suitable for location abutting residential uses and for high-rise offices and related uses in selected locations.~~

~~(`64 Code, Sec. 34-57.68) (Ord. No. 1036)~~

The following are descriptions of the purpose and intent of each one of the commercial zoning districts in the city. All permitted and conditionally permitted uses shall be consistent with the purpose and intent of the respective zone.

(A) C-O (Commercial Office Zone). The purpose of the C-O zone is to provide a district for low-profile professional uses suitable for location abutting residential uses and for offices and related uses in selected locations.
(B) C-1 (Neighborhood Shopping Center Zone). The purpose of the C-1 zone is to provide a district of convenience shopping and personal services located primarily to serve the neighborhood within which the district is located and having development standards and performance standards suitable for location abutting residential uses.
(C) C-2 (General Commercial Zone). The purpose of the C-2 zone is to provide a district for retail centers and free-standing commercial along arterial roads. This zoning district also accommodates offices, live/work and mixed-use commercial and residential development.

SEC. 16-106. PERMIT REQUIREMENTS FOR COMMERCIAL USES.

The required permit for a respective commercial land use is indicated in section 16-107, commercial land use matrix. The permit requirements are as provided for in this chapter and as further provided for below.

(A) Zoning Clearance. Permitted uses are subject to the requirement for approval of a zone clearance in accordance with this chapter. The permit application requirements and process for a zoning clearance are set forth in Article VII, Division 1, of this chapter.

(B) Site Plan Review (SPR) permit. A SPR permit may be used for developments where the state has mandated that the City's approval must be ministerial. The permit application requirements and process for site plan review permit are set forth in Article VII, Division 1A, of this chapter.

(C) Development Design Review (DDR) permit. The permit application requirements and process for development design review permit are set forth in Article VII, Division 2, of this chapter.

(1) A DDR permit is required for all new construction unless a Special Use Permit, SPR or other zoning permit is required under this Chapter. A DDR permit is also required for the review and approval of a use which requires administrative review to ensure compliance with the provisions of this chapter and other regulatory requirements.

(2) For the review of uses proposed to be located in existing structures, the Director may determine the level of information and plans required.

(D) Special Use Permit (SUP). The permit application requirements and process for a SUP are set forth in Article VII, Division 3, of this chapter.

(E) Minor modifications. Where a planning permit such as a special use permit, planned development permit, development design review permit or site plan review has been previously approved, the Director may elect to modify that existing permit in lieu of requiring the application and approval of a new permit for a proposed physical modification or use clearance, provided such physical modification is within the parameters for minor modifications provided for in this chapter or by administrative policy. The requirements and process for Modifications to a Special use permit are set forth in Article VII, Division 4, of this chapter. Modifications to a Site Plan Review permit are set forth in Article VII, Division 1A, of this chapter. Modifications to a Development Design Review permit are processed in the same manner as the original development Design Review permit as set forth in Article VII, Division 2.

(F) Specific plan permit requirements. For development in areas within a designated specific plan, the specific plan will identify the processing requirements for uses. Where the specific plan is silent on a use or process, the following table identifies the permit processing requirements.

SEC. 16-107. COMMERCIAL LAND USES BY ZONE: COMMERCIAL LAND USE MATRIX

The allowable land uses in the commercial zoning districts are identified in the following table.

Commercial Land Use Matrix				
Key: Blank: Not Allowed	***X: Prohibited Use***			
P: Permitted Use	***SPR: Site Plan Review*****			
SUP: Special Use Permit	***DDR: Development Design Review Permit *****			
Land Use	***Zone District***			
	C-O	***C-1***[1]	***C-2***[2]	***Notes***
Accessory buildings and uses customarily incidental to any of the primary commercial use when located on the same lot, subject to the approval of the director	P	P*	P	
Accessory Dwelling Unit with Accessory Dwelling Unit clearance on lot developed			P	Refer to Article V, Division 13

Commercial Land Use Matrix				
Key: Blank: Not Allowed X: Prohibited Use				
P: Permitted Use SPR: Site Plan Review**				
SUP: Special Use Permit DDR: Development Design Review Permit **				
Land Use	***Zone District***			
	C-O	***C-1***[1]	***C-2***[2]	***Notes***
with one or more legal primary dwelling structures				
Accessory signs as permitted herein. No freestanding sign shall be permitted	P	P*	P	
Adult day care facilities serving no more than 15 adults	SUP	SUP	DDR	
Adult day care facilities serving more than 15 adults		SUP	SUP	
Adult motels	DDR		DDR	Refer to Article V, Division 1
Antique store			P	
Assisted living residential facility	SUP		SUP	
Bakery or doughnut shop employing not more than 5 persons on premises		P*	P	
Bank			P	
Bar or cocktail lounge or restaurant serving alcoholic beverages			SUP	
Beauty shops and barber shops	P	P*	P	
Bed and Breakfast Inn			SUP	Refer to Article V, Division 3
Bicycle repair shop, employing not more than 5 persons on premises		P*	P	
Billiard or pool hall			P	
Bird store or pet shop			P	
Blueprinting, photostating, and printing			P	
Candy, nut, confectionary store		P*	P	
Cannabis retail, provided that the owner has first obtained a commercial cannabis business permit	X	SUP	SUP	Refer to Article XVII, Chapter 11
Car wash (nonmechanical or self-service)		P*	P	
Children's day care facility serving no more than 15 children	P	P	P	
Children's day care facility serving more than 15 children		SUP	SUP	

Commercial Land Use Matrix				
Key: Blank: Not Allowed X: Prohibited Use				
P: Permitted Use SPR: Site Plan Review**				
SUP: Special Use Permit DDR: Development Design Review Permit **				
Land Use	***Zone District***			
	C-O	***C-1***[1]	***C-2***[2]	***Notes***
Churches	SUP		SUP	Refer to section 16-162(B)
Cleaning and pressing establishment using noninflammable and nonexplosive cleaning fluid			P	
Commercial condominiums			SUP	See Section 16-395
Commercial recreational uses, including but not limited to a skating rink, bowling alley, miniature golf, kiddie ride, amusement center, driving range, and sports auditorium			SUP	
Commercial school, including business college			P	
Community care facilities serving more than 6 persons[3]			SUP	
Congregate living health facilities no more than 15 beds[3]			DDR	
Congregate living health facilities more than 15 beds[3]			SUP	
Conservatory of music			P	
Convenience market		P*	P	
Convenience market, including incidental sales of alcoholic beverages for consumption off the premises		SUP	SUP	
Convenience stores or mini-markets which may both serve packaged alcoholic beverages and dispense gasoline			SUP	
Convents serving no more than 15 persons			SUP	
Department store			P	
Drive-in and drive-through establishments, including drive-in restaurant, drive-through or mechanical car wash and film processing booth			SUP	
Electric distribution substation		SUP	P	
Embroidery, sewing notions shop		P*	P	

Commercial Land Use Matrix				
Key: Blank: Not Allowed X: Prohibited Use				
P: Permitted Use SPR: Site Plan Review**				
SUP: Special Use Permit DDR: Development Design Review Permit **				
Land Use	***Zone District***			
	C-O	***C-1***[1]	***C-2***[2]	***Notes***
Emergency shelters[3] for families or temporary			P	Refer to Section 16-504
Emergency shelters[3] permanent			SUP	Refer to Section 16-504
Employment agency			P	
Farmwork employee housing[3]			SUP	
Fire and police stations			P	
Firearm and ammunition sales			SUP	Refer to Article V, Division 19
Furniture store			P	
Gift shop		P*	P	
Grocery, fruit, or vegetable store		P*	P	
Health spa or massage parlor, excluding an adult massage parlor			P	See Section 16-336
Home-finding agency	P		P	
Home Occupations incidental to a primary residential use with a home occupation permit	P	P	P	Refer to Article V, Division 6
Hospitals and convalescent hospitals	SUP		SUP	
Hotels and motor hotels	SUP		SUP	
Ice cream shop		P*	P	
Ice storage house of no more than 5 ton capacity			P	
Interior decorating store			P	
Laboratories, when incidental to medical, dental, and similar uses	P		P	
Large family day care homes incidental to a primary residential use that the Planning Manager finds to comply with the standards	P	P	P	See Section 16-440
Laundry and dry cleaning establishments		P*	P	
Library			P	
Lodge, fraternal organization not to include sale of alcoholic beverages			P	

Commercial Land Use Matrix				
Key: Blank: Not Allowed X: Prohibited Use				
P: Permitted Use SPR: Site Plan Review**				
SUP: Special Use Permit DDR: Development Design Review Permit **				
Land Use	***Zone District***			
	C-O	***C-1***[1]	***C-2***[2]	***Notes***
Low-barrier Navigation Center[3]			SPR	Refer to Section 16-504
Meat markets or delicatessen store		P*	P	
Medical laboratory			P	
Mixed Use Multifamily Residential, Live/Work and Work/Live housing, up to 18 dwelling units per acre[3]			SUP	See Section 16-109
Mixed Use Multifamily Residential up to 30 dwelling units per acre with greater than 15% floor area commercial or office space in AHP additive zone[3]			DDR	See Section 16-420
Mobile home sales area provided that no repair or reconditioning is permitted			SUP	
Mortuary	SUP		P	
Motor vehicle repair including tune-up, carburetor shop, transmission and radiator repair, electrical specialty, front end alignment, top and upholstery shop, wheel balancing and the installation of brakes, mufflers and tires, provided that all repair activity and storage of materials takes place within an enclosed building			SUP	
Multifamily residential uses subject to R-3 zone development standards[3]			SUP	See Section 16-109
Multifamily Residential uses up to 30 dwelling units per acre on parcels in the AHD additive zone[3]			SUP	See Section 16-420
Multifamily Residential uses up to 30 dwelling units per acre on parcels in the AHP additive zone[3]			SPR	See Section 16-420
Music or vocal instruction			P	
Music store			P	
Newsstand, newspaper office			P	
Nursery, flower or plants			P	
Off-street parking	P		P	

Commercial Land Use Matrix				
Key: Blank: Not Allowed X: Prohibited Use				
P: Permitted Use SPR: Site Plan Review**				
SUP: Special Use Permit DDR: Development Design Review Permit **				
Land Use	***Zone District***			
	C-O	***C-1***[1]	***C-2***[2]	***Notes***
Office condominiums	SUP		SUP	See Section 16-395
Other uses similar in nature or operation to permitted or related uses in the C-1 zone		SUP		
Pawnshops			SUP	
Pharmacies engaged primarily in selling pharmaceuticals and medical supplies	SUP	P*	P	
Private clubs, fraternities, sororities, and lodges, except those the chief activity of which is a service customarily carried on as a business	SUP		SUP	
Private or parochial schools, except those of a correctional nature or those intended for the mentally handicapped			SUP	
Professional and business offices, including medical, dental, legal, engineering, architectural, insurance, real estate, and other offices not engaged in selling goods or products	P		P	
Public or Private parks and playgrounds	SUP	SUP	SUP	
Public parking area			P	
Public schools, elementary, junior high, high school, colleges	SUP	SUP	SUP	
Public utility structure			SUP	
R-3 zone permitted and related uses			SUP	
Radio and television store and repair shop incidental to retail sales			P	
Recreational vehicle park not including vehicle storage or trailers over 30 feet in length			SUP	
Residential care facilities serving no more than 15 persons[3]			DDR	
Residential care facility[3]	SUP		SUP	
Residential stock cooperatives and community apartments			SUP	See Section 16-395

Commercial Land Use Matrix				
Key: Blank: Not Allowed X: Prohibited Use				
P: Permitted Use SPR: Site Plan Review**				
SUP: Special Use Permit DDR: Development Design Review Permit **				
Land Use	***Zone District***			
	C-O	***C-1***[1]	***C-2***[2]	***Notes***
Resort-vacation timeshares subject to R-3 zone development standards	SUP		SUP	See Sections 16-58 through 16-63
Restaurant, general or fast food, not serving alcoholic beverages			P	
Restaurant, general purpose, provided that: Establishment does not serve alcoholic beverages or offer entertainment; and Establishment does not serve food to patrons in their automobiles or permit take-out or delivery of food other than as a clearly incidental or minor part of the operation.		SUP	SUP	
Retail stores or businesses not involving any kind of manufacture, processing, or treatment of products other than as is clearly incidental to the retail business conducted on the premises; and provided that: not more than 5 persons are employed in the manufacture, processing, or treatment of products; and such operations or products are not objectionable due to noise, odor, dust, smoke, vibration or other similar causes			P	
Sale of alcoholic beverages for consumption off-site			SUP	
Service stations		SUP*	SUP	See Section 16-109
Shoe repair store		P*	P	
Single Room Occupancy[3]			SUP	See Section 16-441
Signs	P		P	Refer to Article IX
Signs, non-accessory			SUP	
Small residential health or care facilities that conform to city ordinances restricting			P	

Commercial Land Use Matrix				
Key: Blank: Not Allowed X: Prohibited Use				
P: Permitted Use SPR: Site Plan Review**				
SUP: Special Use Permit DDR: Development Design Review Permit **				
Land Use	***Zone District***			
	C-O	***C-1***[1]	***C-2***[2]	***Notes***
building heights, setbacks, lot dimensions, placement of signs and other matters applicable to dwellings of the same type in the same zone, and that provide services to no more than 6 persons, or to no more than 8 children in the case of a small family day care home				
Soft drink fountain		P*	P	
Stationery store		P*	P	
Storage garage			P	
Studios (except motion picture)			P	
Supportive housing[3]			SPR	
Swap meet, provided that: the use is carried out in a building of at least 10,000 sq. ft.; there is no outdoor display of merchandise unless allowed by a temporary use permit; and there are no signs on the exterior of the building identifying individual vendors			SUP	See Section 16-476
Swim clubs, tennis clubs, golf courses, and similar uses incidental to a residential tract or development			SUP	
Taxidermist			P	
Telephone exchange			P	
Theater			P	See Section 16-331
Trade school that is not objectionable due to noise, odor, or vibration			P	
Transitional housing[3]			SUP	
Vehicle sales, new and used, including truck sales and incidental automotive service and repair			SUP	
Veterinary hospitals for small animals, serving common household pets, provided that no outdoor kennels are permitted			SUP	

Commercial Land Use Matrix				
Key: Blank: Not Allowed X: Prohibited Use				
P: Permitted Use SPR: Site Plan Review**				
SUP: Special Use Permit DDR: Development Design Review Permit **				
Land Use	***Zone District***			
	C-O	***C-1***[1]	***C-2***[2]	***Notes***
Wedding chapel			P	
Wireless Communications Facilities, stealth	P	P	P	Refer to Article V, Division 16

[1]: All stores, shops or businesses in a C-1 zone shall be retail establishments selling new merchandise only. All shops secondary to the convenience market shall be no larger than 1,500 square feet of gross floor area unless a special use permit grants additional gross floor area. All sales or storage shall be conducted within a totally enclosed building, except for service stations.
[2] No other uses shall be permitted in the C-2 zone without the approval of the City Council.
[3]: Except that such facilities shall not be permitted in the airport hazard overlay zone.
*: Permitted in the C-1 zone provided such uses do not sell alcoholic beverages for consumption on or off the premises.
** A Development Design Review Permit is required for all new construction unless a Special Use Permit, Site Plan Review or other zoning permit is required under this Chapter.

SEC. 16-108. DEVELOPMENT STANDARDS.

The following table sets forth development standards for all of the commercial zone districts in the city. All permitted and conditionally permitted uses shall be consistent with the purpose and intent of the respective zone.

Development Standards			
Standard	***Zone District***		
	C-O	***C-1***	***C-2***
Height permitted	15 ft.*	20 ft.	35 ft.*
Front yard setback	10 ft.	10 ft.; 20 ft. if abuts a residential zone.	10 ft.**
Interior lot side yard setback	5 ft.; 1 ft. increase for each additional story.	10 ft.	5 ft.; no setback if abuts another C-2 zoned lot.**
Corner lot side yard setback	10 ft.; 1 ft. increase for each additional story.	50% of the front yard setback.	5 ft.; no setback if abuts another C-2 zoned lot.**
Reverse corner lot street side: side yard setback rearing residential zone	Same as Front yard setback	50% of the front yard required on the lots in the rear of such lot.	Same as Front yard setback
Rear yard setback	10 ft.; 1 ft. increase for each additional story.	15 ft.	No setback required for buildings less than 16 ft.;

Development Standards			
Standard	***Zone District***		
	C-O	***C-1***	***C-2***
			15 ft. for buildings over 16 ft.; 10 ft. if abuts a public alley.**
* Additional height may be allowed with approval of a SUP. ** Buildings used exclusively for dwelling purposes shall comply with the front, side, and rear yard regulations of the R-3 zone. Buildings having commercial uses on the lower floor and residential uses on the upper floor or floors shall comply with the front, side and rear yard regulations of the C-2 zone for commercial floors and the R-3 zone for the residential floors.			

SEC. 16-109. SPECIAL REQUIREMENTS SPECIFIC TO C-O, C-1 AND C-2.

The purpose of this section is to provide regulations specific to the respective commercial zoning categories as follows.

(A) C-O Zone.

(1) Residential Uses Prohibited, except as allowed per State Law.

(a) Residential uses shall not be permitted in this zone, except as allowed per State Law or except that any existing dwelling may be maintained and any necessary structural alterations that are required by law may be made to perpetuate such a nonconforming use.

(b) A special use permit for a multi-story structure may approve penthouses or one or more floors of living units in addition to the professional uses or other uses permitted by this division.

(`64 Code, Sec. 34-70.3) (Ord. No. 1036)

(2) Conversion Of Existing Structures Prohibited. Existing dwellings and other residential structures shall not be converted to professional use. Existing hotels and motels shall not be converted to timeshare use.

(`64 Code, Sec. 34-70.4) (Ord. No. 1036, 1959)

(3) Incidental Retail and Professional Services. Retail commercial uses shall not be permitted except that where a special use permit application has been filed for a multi-story structure, the special use permit approval body may approve retail uses, such as restaurants and coffee shops, and personal services, such as barbershops, intended primarily to serve the occupants of the building.

(`64 Code, Sec. 34-70.5) (Ord. No. 1036)

(4) Cannabis Uses Prohibited. All cannabis-related uses are prohibited in the C-O Commercial Office Zone.

(Ord. No. 2929)

(B) C-1 Zone.

(1) C-1 Basic Provisions. Only one neighborhood shopping center may be so zoned for each neighborhood specified in the general plan. Property may be zoned as a neighborhood shopping center only when all of the following standards are met:
(a) The property is located at the intersection of thoroughfares or at the intersection of a thoroughfare and a collector street.
(b) The neighborhood within which the property is situated contains a minimum of 600 residents or is shown on adopted city maps to contain that number of dwelling units after development.
(c) The property, when developed as a neighborhood shopping center, shall:
(i) Have as a major tenant, a convenience market or similar outlet for daily shopping needs;
(ii) Feature architecture of residential character in conformance with the neighborhood; and
(iii) Be in conformance with the traffic and circulation requirements of this code.
(`64 Code, Sec. 34-72) (Ord. No. 1565)

(2) C-1 Lot Area. Each neighborhood shopping center shall normally be rectangular in shape with an area of approximately one acre and a depth of approximately 150 feet. In no case shall a neighborhood shopping center have less than 21,780 square feet (one-half acre) or more than 65,340 square feet (one and one-half acre) including the area, if any, devoted to service station use. Such centers shall have a minimum width of 100 feet and a minimum average depth of 135 feet.

(`64 Code, Sec. 34-77) (Ord. No. 1565)

(3) C-1 Prohibited Uses. The following uses shall not be permitted in the C-l zone:
(a) New residential uses, except as allowed per State Law. Existing residential uses shall be subject to the provisions herein;
(b) Conversion of dwellings to commercial uses unless a special use permit is approved as provided in sections 16-530 through 16-553;
(c) Drive-in or take-out cafe or restaurant;
(d) Food delivery, catering or food pickup or take-out establishments;
(e) Bars, cocktail lounges and the like;
(f) Liquor stores;
(g) Advertising structures other than those permitted in article IX of this chapter.

(`64 Code, Sec. 34-75) (Ord. No. 1565, 2929, 2972)

(4) Service Station Use. Service stations are permitted on approval of a Special Use Permit, provided the service station is limited to the retail sale of gasoline, oil, tires and automobile accessories, lubrication services, minor automotive repairs and the replacement or installation of automotive accessories provided that:
(a) No service station shall have more than two pump islands or more than six pumps;
(b) No service station shall have more than two lubrication hoists and all such hoists shall be located within an enclosed structure; and
(c) No sales or rentals of trucks, trailers, cars, equipment, etc., shall be permitted.

(5) Neighborhood shopping center Development Standards.
(a) A neighborhood shopping center shall have a zone wall, landscaping and on-site lighting as required by this chapter.
(b) Each neighborhood shopping center shall normally be rectangular in shape with an area of approximately one acre and a depth of approximately 150 feet. In no case shall a neighborhood shopping center have less than 21,780

square feet (one-half acre) or more than 65,340 square feet (one and one-half acre) including the area, if any, devoted to service station use. Such centers shall have a minimum width of 100 feet and a minimum average depth of 135 feet.

(`64 Code, Sec. 34-78.3) (Ord. No. 1565, 2336)

(C) C-2 Zone.

(1) Yard Requirements For Dwellings.
(a) Buildings used exclusively for dwelling purposes shall comply with the front, side and rear yard regulations of the R-3 zone.
(b) Buildings having commercial uses on the lower floor and residential uses on the upper floor or floors shall comply with the front, side and rear yard regulations of the C-2 zone for commercial floors and the R-3 zone for the residential floors.

(`64 Code, Sec. 34-85) (Ord. No. 1409)

(2) Operating Standard For Sale Or Storage Of Used Fabric Items. Operators of retail stores that sell previously owned, secondhand or used merchandise, shall thoroughly launder or dry-clean such merchandise that is made of fabric (such as curtains, slipcovers and bed linens) before offering such merchandise for sale or storing such merchandise on the premises. On request of police department or code enforcement division personnel, the operator of such a store who has complied with this operating standard shall sign a statement under penalty of perjury providing the facts as to how and when such compliance occurred.

(Ord. No. 2626)

DIVISION 8. ~~C-1 NEIGHBORHOOD SHOPPING CENTER ZONE~~ RESERVED

DIVISION 9. ~~C-2 GENERAL COMMERCIAL ZONE~~ RESERVED

DIVISION 10. DOWNTOWN ZONES

SEC. 16-148. Downtown Allowed Uses.

Allowed Uses
Table 16-148

Uses[1]	Downtown Zones			
	DT E	**DT E-O**	**DT G**	**DT C**
Residential				
Assisted Living, Residential Care Facility < 6 persons	P	P	---	---
Assisted Living, Residential Care Facility > 6 persons	P	P	P[Z]	P[Z]
Accessory Dwelling Unit (ADU)	P	---	---	---
Dwelling, multifamily	P	P	P[7]	P[7]

Dwelling, single-family attached	P	P	---	---
Dwelling, single-family detached	P	P	---	---
Home-based business[4]	P	P	P	P
Farmworker employee housing < 6 persons	P	P	---	---
Low-Barrier Navigation Center	P	P	P	P
Single Room Occupancy	---	---	C	---
Supportive Housing and Transitional Housing	P	P	P[Z]	P[Z]
Work/live, Live-Work	---	P	P	P[7]
Agriculture-Related				
Commercial Garden/Greenhouse(s) < 3,000 sq ft	---	P	P	P
Commercial Garden/Greenhouse(s) > 3,000 sq ft	---	P	P	P[3]
Farmworker employee housing < 12 units or 36 beds	---	P	P	P
Farmer's Market	---	---	P	P

ARTICLE IV. STANDARDS FOR ALL ZONES

DIVISION 1. GENERAL REQUIREMENTS

SEC. 16-300. ~~ACCESSORY BUILDINGS ON~~ FRONT YARD ON THROUGH LOTS, IRREGULAR LOTS, AND LOTS WITH MULTIPLE STREET FRONTAGE.

(A) The Community Development Director ("Director") shall have the authority to determine the front lot line on through lots, irregular lots, lots with multiple street frontage, and lots without a street frontage.
~~In any case where a through lot has a depth of not more than 150 feet, accessory buildings not exceeding one story and 15 feet in height may be located in one of the required front yards, provided that every portion of such buildings is at least five feet from the nearest front lot line.~~

SEC. 16-303. BUILDING HEIGHTS.

(A) Zone height maximums and measurement – Except as provided in this section, no building shall be erected, reconstructed, or structurally altered to exceed the height limit established for the zone in which such building is located. The building height shall be measured from the ~~top of the average curb elevation of the adjacent principal public street.~~ average finished grade within five feet of the building.

(B) Public or semi-public buildings - Publicly or semi-publicly owned or leased buildings, schools, hospitals, churches, or institutions may exceed the height limit of the individual zones and erect such buildings to a height not to exceed the lesser of six stories or 75 feet, provided a special use permit is obtained. In granting special use permit, the required

front, side and rear yards shall be increased an additional one foot for each four feet of height over the permitted ~~35 feet for the proposed building~~ height limit of the underlying zone.

(C) ~~Through lots - A through lot is a noncorner lot which is adjacent to two public streets and located between two separate lots. On through lots, the height of a building may be measured from the average curb elevation of either street.~~

~~(D)~~ Top structures and freestanding structures - Penthouses or roof structures for the housing of elevators, stairways, tanks, ventilating fans or similar equipment required to operate and maintain the building, and fire or parapet walls, skylights, towers, flagpoles, chimneys, smokestacks, or similar structures related to buildings and uses in ~~commercial or industrial zones~~ the underlying zone may be erected above the height limits prescribed in this code, but no penthouse or roof structure, or any space above the height limit shall be allowed for the purpose of providing additional floor space.

SEC. 16-333. PARKING ON RESIDENTIAL PROPERTY VISIBLE FROM PUBLIC STREETS.

(A) No person shall park or store a vehicle on any portion of residential property visible from a public street unless the vehicle is parked on a driveway.

(B) For purposes of this section, the following words and phrases shall mean:

(1) DRIVEWAY - A solid or continuous slab of concrete or asphalt a minimum of three inches thick; or other surfaces, subject to approval by the Community Development Director, with ~~and of~~ dimensions capable of encompassing the exterior outline of any vehicle parked thereon; provided that access to such driveway is provided from a public right-of-way by an authorized curb cut or other approved means.

ARTICLE V. SPECIFIC USE REQUIREMENTS

DIVISION 10. ~~OIL DRILLING DISTRICTS~~ SINGLE ROOM OCCUPANCY

SEC. 16-441. INTENT AND PURPOSE

Single-room occupancy (SRO) units can provide a valuable form of affordable private housing for individuals and can serve as an entry point into the housing market for extremely low-income populations, including formerly homeless persons, seniors, and those with disabilities. The purpose of this section is to establish development and operational standards for single-room occupancy units.

SEC. 16-441.1 APPLICABILITY

The standards contained in this section shall apply to all SRO units where allowed by the zoning classification for a property. Development that is made up of all SRO units, with exception of a manager's unit, is not subject to the Attached Dwelling Unit Development Standards in Section 16-361 of this Chapter but shall be subject to the Attached Dwelling Unit Design Standards in Section 16-362.

SEC. 16-441.2 DEFINITIONS

(A) AFFORDABLE RENT - The definition set forth in Cal. Health and Safety Code, Section 50053(b), inclusive of reasonable utility allowance, as defined in Health and Safety Code 50053 (b)(3) for lower income households whose household income is not greater than eighty percent (80%) of the Ventura County Area Median Income (AMI), adjusted for family size, as defined in California Health and Safety Code Section 50079.5 and revised annually.

(B) LOWER INCOME HOUSEHOLDS - Includes acutely low-income households, extremely lower income households, very low-income households and low-income households whose gross incomes are 80% or less of the area median income for the Ventura County Metropolitan Statistical Area, adjusted for family size and revised annually, pursuant to California Health and Safety Code Section 50079.5 and 50105, as may be amended.

(C) SINGLE-ROOM OCCUPANCY (SRO) - a residential facility containing six or more housing units where each housing unit is made up of a single room that may have individual or shared kitchen and/or bathroom facilities and are often furnished. Each housing unit is offered on a monthly rental basis or longer.

SEC. 16-441.3 DEVELOPMENT AND OPERATION STANDARDS

(A) Occupancy. An SRO unit shall be occupied by not more than 2 people. Occupancy of single-room occupancy units may be restricted to seniors or be available to persons of all ages.

(B) Tenancy. Tenancy of SRO units shall be offered for a minimum of 30 days or longer.

(C) On-site Management. An SRO facility with 16 or more units shall have an onsite manager. An SRO facility with less than 16 units shall provide a management office either on-site or off-site. The manager shall be accessible to residents, law enforcement personnel, and any other individuals who need to establish communication upon or about the premises. The manager also shall have the authority to exercise control over the premises to ensure that the use of the premises does not result in littering, nuisance activities, noise, or other activities that adversely impact surrounding properties. Cleaning services shall be provided for common areas, common bathrooms, community kitchen, laundry facilities, and common hallways.

(D) Management Plan. A Management Plan shall be submitted with the required special use permit application for an SRO facility and shall be approved by the Planning Commission, or City Council upon appeal. The Management Plan must address management and operation of the facility, rental procedures, safety and security of residents and building maintenance.

(E) Minimum Size. An SRO unit shall be at least 150 square feet in floor area, excluding closet and restroom areas. No individual unit may exceed 400 square feet, except for the manager's unit(s).

(F) Density - SRO residential density shall be subject to the density standards permitted in the underlying zone.

(G) Entrances. All single-room occupancy units shall be independently accessible from a single main entry, excluding emergency and other service support exits.

(H) Cooking Facilities. Cooking facilities shall be provided either in individual units or in a community kitchen. Where cooking is in individual single-room occupancy units, each unit shall have a sink with hot and cold water, a counter with dedicated electrical outlets and a microwave oven or properly engineered cook top unit pursuant to Building Code requirements, and a refrigerator.

(I) Restroom Facilities. An SRO unit may contain partial or full restroom facilities. A partial restroom facility shall have at least a toilet and sink. A full restroom facility shall have a toilet, sink, and bathtub, shower, or bathtub/shower combination. If a full bathroom facility is not provided in each SRO unit, common bathroom facilities shall be provided in accordance with the California Building Code for congregate residences with at least one full bathroom per floor and one full bathroom per four units.

(J) Closet. Each SRO unit shall have a separate enclosed all-weather closet. The closet shall be at least 120 cubic feet with a minimum four-foot horizontal dimension along one plane.

(K) Common Interior Area. Four square feet of usable common interior space per housing unit shall be provided, excluding janitorial storage, laundry facilities, common hallways and storage (including bicycle storage). At least 200

square feet of common interior space shall be provided as a ground floor entry area that provides a central focus for tenant social interaction and meetings.

(L) Laundry Facilities. When laundry facilities are not provided within the units, laundry facilities shall be provided in a separate room at the ratio of one washer and one dryer for every ten (10) units, with at least one washer and one dryer per floor.

(M) Parking. Except for projects that allow only senior citizens as defined in Cal. Civil Code, Section 51.3, Off-street parking shall be provided pursuant to the SRO parking requirement identified under Section 16-622 of this Chapter.

(N) Affordability. All housing units shall be rented at an affordable rent to very low-income households, except for a manager's unit.

(O) Existing Structures: An existing structure may be converted to an SRO facility, consistent with the provisions of this Section and California building code for congregate residences.

ARTICLE X. OFF-STREET PARKING

DIVISION 2. PARKING SPACE AND LOADING REQUIREMENTS

SEC. 16-622. SCHEDULE OF VEHICLE OFF-STREET PARKING REQUIREMENTS.

(F) The following table lists the minimum off-street parking requirements for the city.

Uses	*Minimum Off-Street Parking Requirements*	*Notes*
Residential:		
Senior Citizen Housing Development:		
Independent Living for senior citizens as defined in Cal. Civil Code 51.11	One space per unit, One visitor space per 5 units, and One space for each employee on-site at peak staffing	
Independent Living for senior citizens as defined in Cal. Civil Code 51.11, where facility provides residents with transportation for medical, retail and social purposes or is located within ½ mile of a major transit stop	0.5 space for each unit, One visitor space per 5 units, One space for each employee on-site at peak staffing, and One shuttle van parking space	
Small residential health or care facility, board and care home with serving up to six persons	See applicable parking requirement for single-family or multifamily residence	
Residential Care facility or Assisted living residential facility where units do not include individual kitchens, and facility provides residents with transportation for medical, retail and social purposes	~~One space for every two units plus one shuttle van parking space.~~ One visitor space per 5 units, One space for each employee on-site at peak staffing, and One shuttle van parking space	

Congregate living health facility, Convalescent home, Nursing homes, Memory Care, or skilled nursing facilities	One visitor space per ~~three~~ ten beds ~~for nursing and convalescent homes which do not contain separate living quarters containing individual kitchens, plus one space for every two employees required on largest shift.,~~ One space for each employee on-site at peak staffing, and One shuttle van parking space	
Special Housing:		
Emergency Shelter, permanent or Low-Barrier Navigation Center	One off-street space for the on-site manager	See Section 16-504
Group quarters style facility	One off-street space for every ~~four~~ six farm workers. One space for every four facility employees, up to four maximum.	The official building occupancy load shall be used to determine the number of farm workers permitted.
Single and multi-family housing units	The same as required elsewhere in this table	
Single-Room Occupancy	One off-street space per two units and one easily accessible long-term bicycle storage space per unit. With the exception of one manager's space, Off-street vehicle parking is not required when the development is located within one-half mile walking distance of public transit, including transit stations and bus stops; See Senior Citizen Housing Development parking requirements for projects that allow only senior citizens as defined in Cal. Civil Code Section 51.3.	See Section 16-441 Refer to Oxnard Bicycle & Pedestrian Facilities Master Plan for long-term bicycle storage
Supportive Housing or Transitional Housing	See applicable parking requirement for single-family or multifamily residence	

Section 2. If any section, sentence, clause or phrase of this Ordinance is determined to be invalid, illegal or unconstitutional by a decision or order of any court of competent jurisdiction, then decision or order shall not affect the validity and enforceability of the remaining portions of this Ordinance. The City Council declares that it would have passed and adopted this Ordinance, and each section, sentence, subsection, clause, phrase, part or portion thereof, regardless of the fact that any one or more sections, sentences, subsections, clauses, phrases, be declared invalid or unconstitutional.

Section 3. 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 4. Exempt from CEQA. The City Council determines and finds that the adoption of this Ordinance is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) and (3) and 15061(b)(3) of the Guidelines to the California Environmental Quality Act because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Therefore, CEQA does not apply to this action.

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

Section 6. 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 November 7, 2023, and finally adopted on _____, to become effective thirty (30) days thereafter.

SIGNATURES ON FOLLOWING PAGE

PASSED AND ADOPTED this _____ day of _____ 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

ATTACHMENT 11

REASONABLE ACCOMMODATION

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING CHAPTER 16 (ZONING) OF THE OXNARD CITY CODE (OCC) §16-501 REASONABLE ACCOMMODATION, RELATED TO IMPLEMENTATION OF THE 2021-2029 HOUSING ELEMENT. FILED BY CITY OF OXNARD, COMMUNITY DEVELOPMENT DEPARTMENT, 214 SOUTH C STREET, OXNARD, CA, 93030.

WHEREAS, the City Council of the City of Oxnard has considered Zone Text Amendment (ZTA) PZ No. 23-580-03, filed by the City of Oxnard Community Development Department, to amend Chapter 16 of the Oxnard City Code (OCC). The proposed modification is to update the Reasonable Accommodation findings in OCC Section 16-501 to only include objective standards comply with the Fair Housing Act; and

WHEREAS, on October 25, 2022 the State of California Department of Housing and Community Development (HCD) certified the City of Oxnard 2021-2029 Housing Element. Programs 6, 9, 22, 27 and 32 of the 2021-2029 Housing Element require the City update Chapter 16 of the Oxnard City Code (OCC) by 2023 to comply with state laws on ADU parking, Density Bonus, Supportive Housing, Emergency Shelters, Low-Barrier Navigation Centers, Single Room Occupancy, Farmworker Housing, Residential Care Facilities, Reasonable Accommodation; and other ordinance modifications to streamline, clarify and simplify permitting requirements to comply with State regulatory requirements and laws; and

WHEREAS, on September 7, 2023 the Planning Commission held a public hearing on the amendments to Chapter 16 of the OCC to implement Zoning Text Amendments (ZTA) stipulated in the adopted Amended 2021-2029 Housing Element Programs 6, 9, 22, 27 and 32 and adopted a Resolution recommending that the City Council approve Planning & Zoning Permit No. 23-580-03 (Zone Text Amendment); and

WHEREAS, on November 7, 2023, the City Council of the City of Oxnard conducted a duly noticed public hearing to consider Planning and Zoning Permit No. 23-580-03 (Zone Text Amendment) in accordance with the OCC, and

WHEREAS, the City Council received written and verbal comments from the public; and

WHEREAS, the City Council finds the proposed Zoning Text Amendment is in the public interest and general welfare by complying with State law, and encouraging the private and public sectors to produce affordable housing that meets the needs of special needs, extremely low-, very low- and -low income persons.. 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 ZTA does not involve any direct physical changes to the environment. There are no changes in landforms or an intensification of land uses as a part of the proposed ZTA and all public services for existing land uses will remain as-is, with no changes and no diminishment of service or safety; and

WHEREAS, the proposed ZTA to Chapter 16 of the OCC would establish specific provisions consistent with the action items and policy directives in the 2030 General Plan; and

WHEREAS, the City Council determined that this action is exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Sections 15060(c)(2) and (3) and 15061(b)(3) as this ZTA is a regulatory action which will not result in direct or reasonably foreseeable indirect physical change in the environment and when it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment are not subject to CEQA; and

WHEREAS, it is in the public interest, consistent with the 2030 General Plan.

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

Section 1. Oxnard City Code Chapter 16, Article V, Division 17 entitled "Reasonable Accommodation", Section 16-501 is amended to read as follows **(Only underlined portions are to be added)**:

ARTICLE V. SPECIFIC USE REQUIREMENTS

DIVISION 17. REASONABLE ACCOMMODATION

SEC. 16-501.5. FINDINGS AND DECISION.

(A) Written findings - The applicant shall be notified of the decision whether to approve, conditionally approve, modify or deny the request for reasonable accommodation through a written determination. The written determination shall be consistent with the Acts and shall be based on the following findings, all of which are required for approval:

(1) The accommodation is requested by or on the behalf of one or more persons with a disability protected under the Acts.

(2) The accommodation is necessary to provide one or more persons with a disability an equal opportunity to use and enjoy a dwelling unit.

(3) The accommodation will not impose an undue financial or administrative burden on the city.

(4) The accommodation will not result in a fundamental alteration in the nature of a city program or law, including but not limited to land use and zoning.

(5) The accommodation will not result in a direct threat to the health and safety of other persons or physical damage to the property of others.

(B) Considerations - The director or planning commission may consider, but are not limited to, the following factors in determining whether the requested accommodation is reasonably necessary to provide one or more persons with a disability an equal opportunity to use and enjoy a dwelling unit or would result in a fundamental alteration in the nature of the city's zoning program:

(1) Whether the reasonable accommodation is being provided primarily to benefit one or more persons with a disability.

(2) Whether the reasonable accommodation is necessary for therapeutic benefit to the person(s) with a disability.

~~(3) Whether the accommodation would result in a substantial increase in traffic or insufficient parking.~~

(4) Whether granting the requested accommodation would substantially undermine any express purpose of either the city's general plan or an applicable specific plan.

(5) Whether the requested accommodation would significantly deprive any neighboring property owners of the use and enjoyment of their own properties.

(6) Whether there are preferable and/or feasible alternatives to the requested accommodation that may provide an equivalent level of benefit.

(C) Conditions of approval - In granting a request for reasonable accommodation, the director or planning commission may impose any conditions of approval deemed reasonable and necessary to ensure that the reasonable accommodation would comply with the findings required by subsection (A). Conditions of approval for a reasonable accommodation request may, where appropriate, provide for any or all of the following:

(1) Inspection of the affected premises by the city to verify compliance with this division and any conditions of approval;

(2) Removal of the permitted improvements by the applicant where removal would not constitute an unreasonable financial burden, if the need for which the accommodation was granted no longer exists; and

(3) Time limits and/or expiration of the approval if the need for which the accommodation was granted no longer exists.

(Ord. No. 2848, 2926)

Section 2. If any section, sentence, clause or phrase of this Ordinance is determined to be invalid, illegal or unconstitutional by a decision or order of any court of competent jurisdiction, then decision or order shall not affect the validity and enforceability of the remaining portions of this Ordinance. The City Council declares that it would have passed and adopted this Ordinance, and each section, sentence, subsection, clause, phrase, part or portion thereof, regardless of the fact that any one or more sections, sentences, subsections, clauses, phrases, be declared invalid or unconstitutional.

Section 3. 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 4. Exempt from CEQA. The City Council determines and finds that the adoption of this Ordinance is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) and (3) and 15061(b)(3) of the Guidelines to the California Environmental Quality Act because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Therefore, CEQA does not apply to this action.

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

Section 6. 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 November 7, 2023, and finally adopted on _____, to become effective thirty (30) days thereafter.

SIGNATURES ON FOLLOWING PAGE

PASSED AND ADOPTED this _____ day of _____ 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

ATTACHMENT 12

DEVELOPMENT DESIGN REVIEW, SPECIAL USE PERMIT EXPIRATIONS, MAJOR AND MINOR MODIFICATIONS

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING CHAPTER 16 (ZONING) OF THE OXNARD CITY CODE (OCC), §16-525 DEVELOPMENT DESIGN REVIEW PERMIT, 16-553 SPECIAL USE PERMIT EXPIRATION, 16-560 MINOR MODIFICATION TO SPECIAL USE PERMITS AND §16-561 MAJOR MODIFICATIONS TO SPECIAL USE PERMITS; RELATED TO IMPLEMENTATION OF THE 2021-2029 HOUSING ELEMENT. FILED BY CITY OF OXNARD, COMMUNITY DEVELOPMENT DEPARTMENT, 214 SOUTH C STREET, OXNARD, CA, 93030.

WHEREAS, the City Council of the City of Oxnard has considered Zone Text Amendment (ZTA) PZ No. 23-580-03, filed by the City of Oxnard Community Development Department, to amend Chapter 16 of the Oxnard City Code (OCC); and

WHEREAS, the proposed amendment will update the Development Design Review permit procedures in OCC Section 16-525 to codify the existing DDR process and provide greater certainty and transparency for the development community, thereby reducing a barrier to development. No changes to the existing procedure are proposed; and

WHEREAS, the proposed amendment will update the Special Use Permit expiration provisions from one year to 36 months to remove a potential barrier to construction, as one year is not sufficient for affordable projects to obtain funding. The proposed text mirrors the expiration text for the Site Plan Review permit; and.

WHEREAS, the proposed amendment will expand upon the limited existing text in Sections 16-560 and 16-561 to codify the existing process and findings for Minor and Major Modifications. This revision ill provide greater clarity, certainty and transparency for the development community, thereby reducing a barrier to development;

WHEREAS, on October 25, 2022 the State of California Department of Housing and Community Development (HCD) certified the City of Oxnard 2021-2029 Housing Element. Programs 6, 9, 22, 27 and 32 of the 2021-2029 Housing Element require the City update Chapter 16 of the Oxnard City Code (OCC) by 2023 to comply with state laws on ADU parking, Density Bonus, Supportive Housing, Emergency Shelters, Low-Barrier Navigation Centers, Single Room Occupancy, Farmworker Housing, Residential Care Facilities, Reasonable Accommodation; and other ordinance modifications to streamline, clarify and simplify permitting requirements to comply with State regulatory requirements and laws; and

WHEREAS, on September 7, 2023 the Planning Commission held a public hearing on the amendments to Chapter 16 of the OCC to implement Zoning Text Amendments (ZTA) stipulated in the adopted Amended 2021-2029 Housing Element Programs 6, 9, 22, 27 and 32 and adopted a Resolution recommending that the City Council approve Planning & Zoning Permit No. 23-580-03 (Zone Text Amendment); and

WHEREAS, on November 7, 2023, the City Council of the City of Oxnard conducted a duly noticed public hearing to consider Planning and Zoning Permit No. 23-580-03 (Zone Text Amendment) in accordance with the OCC, and

WHEREAS, the City Council received written and verbal comments from the public; and

WHEREAS, the City Council finds the proposed Zoning Text Amendment is in the public interest and general welfare by complying with State law, and encouraging the private and public sectors to produce special needs, extremely low-, very low- and -low, moderate and -above moderate income persons. 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 ZTA does not involve any direct physical changes to the environment. There are no changes in landforms or an intensification of land uses as a part of the proposed ZTA and all public services for existing land uses will remain as-is, with no changes and no diminishment of service or safety; and

WHEREAS, the proposed ZTA to Chapter 16 of the OCC would establish specific provisions consistent with the action items and policy directives in the 2030 General Plan; and

WHEREAS, the City Council determined that this action is exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Sections 15060(c)(2) and (3) and 15061(b)(3) as this ZTA is a regulatory action which will not result in direct or reasonably foreseeable indirect physical change in the environment and when it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment are not subject to CEQA; and

WHEREAS, it is in the public interest, consistent with the 2030 General Plan.

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

Section 1. Oxnard City Code Chapter 16, Article IV, Divisions 2 through 4 entitled "Development Design Review Permit", "Special Use Permit" and "Modifications to Special Use Permits" are amended to read as follows **(Only underlined portions are to be added)**:

ARTICLE VII. PERMIT PROCEDURES

DIVISION 2. DEVELOPMENT DESIGN REVIEW PERMIT

SEC. 16-525. ~~WHEN REQUIRED; PROCEDURES.~~ PURPOSE AND APPLICABILITY.

(A) This division establishes the procedures for conducting an administrative-level discretionary review of certain development applications, as identified in this chapter. This process requires the Director to verify that certain new or expanded uses, activities, structures, or development of land complies with all applicable policies, ordinances, and/or regulations of the City.

(B) Prior to the issuance of building permits for buildings or structures for uses for which this chapter does not require a Special Use Permit or other zoning permit, an application for an administrative Development Design Review permit shall be filed with the Director.

~~Upon review of the application, the director shall approve, conditionally approve or deny the application within the time period and in accordance with any procedures prescribed by State law.~~
~~(B) The decision of the director may be appealed to the commission within ten days after the date of the director's decision.~~
~~(`64 Code, Sec. 34-105.7) (Ord. No. 2101)~~

SEC. 16-525.1. REVIEW AUTHORITY.

(A) The Community Development Director ("Director") is the review authority for an application that requires a Development Design Review permit. The Director may approve, conditionally approve, or deny the application. The Director may refer an application to another review authority for a decision on the Development Design Review permit.

(B) Where a Development Design Review permit is processed concurrently with a discretionary permit that requires approval by the Planning Commission or City Council, the review authority with jurisdiction over such discretionary permit shall also have review authority over the Development Design Review permit.

SEC. 16-525.2. PROCEDURE FOR DEVELOPMENT DESIGN REVIEW.

(A) Whenever this chapter provides that a particular use or development may be permitted by Development Design Review permit, an application for a Development Design Review permit shall be determined as provided in this article.

(B) An application for a Development Design Review permit may be filed by:
(1) The owner(s) of the subject property;
(2) An authorized agent representing the property owner(s); or
(3) The City.

(C) Each application for a Development Design Review permit or modification to a Development Design Review permit must be filed with the Director on a city application form, together with required fees and/or deposits, and all other information and materials as identified in the city's submittal checklist. The city may ask an applicant to clarify, or provide additional materials to address questions or concerns during the review process. The Director shall not accept an application unless it is accompanied by the application fee set by resolution of the City Council.

(D) The Director or designee shall review each application for completeness and accuracy before it is accepted as being complete for processing. In addition to the requirements of this chapter, each application is required to be in compliance with the requirement of the FAA Airport Hazard Overlay and the requirements of the Ventura County Cultural Heritage Board.

(E) The application shall be reviewed by the Development Advisory Committee (DAC) for consistency with applicable regulations and standards.

(F) The applicant shall be informed in writing within 30 calendar days of application submittal or as required by the Government Code, that either the application is complete and has been accepted for processing, or that the application is incomplete and that additional information, specified in writing, shall be provided before it can be accepted for processing.

(G) If the applicant does not complete their application within 90 days after notification that the application is incomplete, the application shall be deemed withdrawn, unless a written request for extension is filed by the applicant and granted for good cause by the Director for a period not to exceed an additional 90 days. If an extension is not granted, or if the extension expires, the application shall be considered withdrawn. A courtesy letter from the city should

be sent to the applicant documenting the withdrawal. A new application, including fees, plans, exhibits, and other materials that will be required to commence processing of any development project on the same property.

SEC. 16-525.3. PUBLIC WORKSHOP ON APPLICATION.

(A) The application for a Development Design Review permit on parcels located in or adjacent to established Neighborhood Planning Areas shall be presented to the general public at a community workshop conducted by the Planning Division prior to a public hearing on the proposed project. The workshop is intended to provide the applicant with the opportunity to present the proposed development to nearby property owners and to allow residents the opportunity to ask questions and provide input directly to the applicant.

SEC. 16-525.4. HEARING ON APPLICATION.

(A) All applications for Development Design Review permit shall be heard by the Director during a public hearing. Notice of the hearing shall be given by the Director or designee pursuant to Cal. Gov't Code, Section 65091. The date of the hearing on the application shall be set within the time provided by State law.

(B) If for any reason, any hearing cannot be completed on the day set thereof, the Director may continue the hearing by publicly announcing the time and place to which the hearing is continued. No other form of notice of such continuance shall be required.

SEC. 16-525.5. REQUIRED FINDINGS.

The Review Authority must make the following findings:

(A) The development is consistent with the applicable general plan policies and is in conformance with applicable zoning regulations contained in this chapter and other adopted standards.

(B) There are adequate infrastructure and public services available to serve the proposed development, including sewage, water, fire and police protection, storm drainage facilities, roadway, sidewalks and legal access to the lot.

(C) The proposed development is on a legally created lot.

(D) The site is adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping and items which may be required by Section 16-525.6.

SEC. 16-525.6. CONDITIONS.

The conditions imposed on a Development Design Review permit may involve any factors affecting the establishment, operation or maintenance of the requested use, including, but not limited to:

(A) Special yards, open spaces and buffer areas;

(B) Fences and walls;

(C) Traffic circulation and parking facilities, including vehicular ingress and egress and the surfacing and lighting of parking areas to specified standards;

(D) Street and alley dedications and improvements, including sidewalks, curbs and gutters;

(E) Water supply, fire protection, sewerage service and storm drainage facilities;

(F) Landscaping and maintenance of grounds;

(G) Regulation of nuisance factors such as noise, vibrations, smoke, dust, dirt, odors, gases, noxious matter, heat, glare, electromagnetic disturbances and radiation;

(H) Regulation of operating hours for activities affecting normal neighborhood schedules and functions;

(I) Regulation of signs and outdoor advertising;

(J) A specified period limiting the time in which development may begin;

(K) Provision for a bond or other surety that the proposed special use will be removed on or before a special date;

(L) Height limitations to protect the character and integrity of abutting parcels or the general welfare, provided the maximum density allowed for residential developments can still be achieved; and

(N) Such other conditions as will make possible the development of the proposed development in an orderly and efficient manner and in general accordance with the intent of this chapter and in compliance with State Law.

SEC. 16-525.7. NOTICE TO APPLICANT.

(A) Not later than 10 days following the day a resolution of decision is adopted or denied, the Director or designee shall send notification of the decision to the applicant at the address appearing on the application or such other address as is designated in writing by the applicant. Notification shall include a copy of the resolution of approval or denial, and any conditions imposed on the permit, if granted.

(B) With such notification the Director shall provide a copy of Section 16-525.9, setting forth the procedure for an applicant to appeal the decision.

SEC. 16-525.8. EFFECTIVE DATE OF RESOLUTION.

(A) A resolution granting or denying an application for a Development Design Review permit or modifying or revoking a Development Design Review permit or denying an application for modification or revocation of a Development Design Review permit is effective after the appeal period identified in this Division has passed.

SEC. 16-525.9 EXPIRATION DATE AND EXTENSION.

(A) A Development Design Review permit shall expire 36 months from the date of issuance if the use, building, structure, or other improvements for which the permit has been issued has not been established or commenced in compliance with the issued permit or unless a time extension is approved. If the approved application is not used within the time limit, the approval becomes null and void.

(B) Notwithstanding Subsection (A), above, where an application, including required fees, requesting an extension is timely filed prior to such expiration date, the Director may approve a one-time extension of the time limit in Subsection (A), above, for a period of not to exceed one year. In considering a time extension, the review authority must make the following findings:

(1) The granting of the extension must be based upon a finding of good cause.

(2) All original findings for approval can still be made.

SEC. 16-525.10. FINALITY OF DECISION.

A decision of the Director shall become final and conclusive at the time of expiration of the appeal period 10 calendar days after the date of the decision unless prior to the expiration of such period a timely appeal or notice requesting

review in proper form is filed with the Planning Commission. In the event an appeal period ends on a day when the City is closed for business, the appeal period shall be extended to the next business day. The filing of such an appeal or notice requesting review shall automatically stay the execution of the decision of the Director pending rendition of a decision by the Planning Commission.

SEC. 16-525.10. APPEAL OF DECISION TO DIRECTOR; WHO MAY APPEAL; FILING PROCEDURES; FEE.

(A) A person may file an appeal on a decision of the Director approving or denying an application for a Development Design Review permit not later than 10 days after the date of the decision.

A review of a decision of the Director may be commenced by the City Manager or designee or a member of the City Council by filing with the City Clerk an original and two copies of a notice requesting review.

(C) An appeal may be commenced by any person or entity aggrieved or directly affected by a decision of the Director by filing with the Secretary of the Planning Commission an original and two copies of a notice of appeal that specifies the grounds for appeal and the relief requested. The Secretary of the Planning Commission shall set the date of hearing on the appeal within a reasonable period of time after receipt of the appeal, and shall give notice of a public hearing on the appeal pursuant to Cal. Gov't Code, Section 65091.

DIVISION 3. SPECIAL USE PERMIT

SEC. 16-553. EXPIRATION DATE AND EXTENSION.

~~If a time limitation is specified in a special use permit, the special use permit shall expire as so specified. If no date is specified, a special use permit shall expire within one year from the date of issuance unless the use has been substantially developed or diligently pursued; provided, however, that if there be an express waiver in any such special use permit of the condition of such one-year time limitation, such one-year time limitation shall not apply. After expiration of a special use permit, the property affected thereby shall be subject to the regulations of the applicable zone classification.~~

~~(`64 Code, Sec. 34-157.1) (Ord. No. 917)~~

(A) A Special Use Permit shall expire 36 months from the date of issuance if the use, building, structure, or other improvements for which the permit has been issued has not been established or commenced in compliance with the issued permit or unless a time extension is approved. If the approved application is not used within the time limit, the approval becomes null and void.

(B) Notwithstanding Subsection (A), above, where an application, including required fees, requesting an extension is timely filed prior to such expiration date, the Director may approve a one-time extension of the time limit in Subsection (A), above, for a period of not to exceed one year. In considering a time extension, the review authority must make the following findings:

(1) The granting of the extension must be based upon a finding of good cause.

(2) All original findings for approval can still be made.

DIVISION 4. MODIFICATIONS TO SPECIAL USE PERMITS

SEC. 16-560. MINOR MODIFICATIONS; ~~WHEN REQUIRED; PROCEDURES.~~

(A) Modifications to special use permits that substantially conform to the approved or issued permit and do not have any additional adverse effect on abutting parcels or the general health, safety, or welfare are eligible for review as minor modifications. A minor modification may allow for an increase or decrease of the following elements of the approved development, by no more than ten percent (10%):

(1) Approved building height;

(2) Approved setback distances;

(3) Landscape coverage;

(4) Building floor area;

(5) Site building coverage;

(6) Dimensional standards for parking, loading and circulation that do not result in a reduction in the required parking and loading spaces;

(7) Outdoor open space requirements;

(8) Other approved numerical development standards.

(9) Exclusions: Minor Modifications to Special Use Permits shall not be granted for the following standards:

(a) Minimum number of required parking spaces;
(b) Floor Area Ratio or Residential Density.

In no case may the increase or decrease be below the minimum or exceed maximum standards established by the City Code. In no case shall a minor modification be granted pursuant to this Chapter to permit a use or activity that is not otherwise permitted in the Zone where the property is located.

(B) Modifications to building elevations may be considered under a minor modification, provided that modified elevations comply with applicable objective design standards and applicable zoning regulations contained in this Chapter and other adopted standards.

(~~B~~ C) An application for a minor modification shall be filed with the Director. Three copies of the site plan, elevation and landscape plan, if applicable, shall be submitted with a letter outlining the requested modification. The application shall state in writing the nature of the modification requested and explain why the findings necessary to grant the modifications identified in SEC. 16-560.1 can be satisfied.

(~~C~~ D) Fees for filing an application for a minor modification to a Special Use Permit shall be set by resolution of the City Council.

(~~D~~ E) Upon review of the application, the Director shall issue a written decision approving, conditionally approving or denying the application within the time period prescribed by State law.

(~~E~~ F) The Director's decision ~~of the manager~~ to approve, conditionally approve a Minor Modification to a Special Use Permit may be appealed to the Planning Commission within ten days of the date of issuance, in accordance with the procedure for hearing an application for a special use permit as provided in this chapter. The decision of the Planning Commission shall be final. Appeals of a denial by the Director may be made by filing a major modification application for consideration by the Planning Commission.

(G) If a Minor Modification application is processed concurrently with a required discretionary permit, the review authority with jurisdiction over the discretionary permit shall also have review authority over the Minor Modification.

SEC. 16-560.1. Required Findings for Minor Modifications

In order to grant a Minor Modification to a Special Use Permit, the Review Authority must make the following findings:

(A) All provisions of this article are met;

(B) The proposed Minor Modification is consistent with the applicable general plan policies and is in conformance with applicable zoning regulations contained in this chapter and other adopted standards;

(C) The approval or conditional approval of the Minor Modification will not be detrimental to public health, safety, or general welfare.

SEC. 16-561. MAJOR MODIFICATIONS.

(A) ~~Major modifications to a~~ Changes to an approved Special Use Permit that do not qualify as Minor Modifications under Section 16-560 shall be handled in a manner similar to the initial application for the Special Use Permit. Major Modifications are those that involve substantial increases in coverage, major additions to the buildings or structures, creation of extra parking needs, traffic or other site problems and shall be heard by the Planning Commission.

(B) Applications ~~describing~~ shall include the same ~~as required~~ submittal material required for a Special Use Permit under Section 16-533 of this Chapter and shall be submitted to the Planning Division~~, the requested modification~~. The application shall state in writing the nature of the modification(s) requested.

(C) Fees for filing an application for a Major Modification to a Special Use Permit shall be set by resolution of the City Council.

(D) An application for a Major Modification to a Special Use Permit shall be heard and notice shall be provided in the manner required under Division 3 of this Article for a Special Use Permits.

(`64 Code, Sec. 34-110.2) (Ord. No. 916, 1409)

SEC. 16-561.1. Required Findings for Major Modifications

In order to grant a Major Modification to a Special Use Permit, the Review Authority must make the findings for granting a Special Use Permit in Section 16-531 of this Chapter.

Section 2. If any section, sentence, clause or phrase of this Ordinance is determined to be invalid, illegal or unconstitutional by a decision or order of any court of competent jurisdiction, then decision or order shall not affect the validity and enforceability of the remaining portions of this Ordinance. The City Council declares that it would have passed and adopted this Ordinance, and each section, sentence, subsection, clause, phrase, part or portion thereof, regardless of the fact that any one or more sections, sentences, subsections, clauses, phrases, be declared invalid or unconstitutional.

Section 3. 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 4. Exempt from CEQA. The City Council determines and finds that the adoption of this Ordinance is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) and (3) and 15061(b)(3) of the Guidelines to the California Environmental Quality Act because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a

significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Therefore, CEQA does not apply to this action.

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

Section 6. 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 November 7, 2023, and finally adopted on _____, to become effective thirty (30) days thereafter.

SIGNATURES ON FOLLOWING PAGE

PASSED AND ADOPTED this _____ day of _____ 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

ATTACHMENT 13

OBJECTIVE DESIGN STANDARDS FOR MULTIFAMILY

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING CHAPTER 16 (ZONING) OF THE OXNARD CITY CODE (OCC), §16-360 TO §16-362 ATTACHED DWELLING UNIT STANDARDS; RELATED TO IMPLEMENTATION OF THE 2021-2029 HOUSING ELEMENT. FILED BY CITY OF OXNARD, COMMUNITY DEVELOPMENT DEPARTMENT, 214 SOUTH C STREET, OXNARD, CA, 93030.

WHEREAS, the City Council of the City of Oxnard has considered Zone Text Amendment (ZTA) PZ No. 23-580-03, filed by the City of Oxnard Community Development Department, to amend Chapter 16 of the Oxnard City Code (OCC); and

WHEREAS, the proposed amendment will update the OCC to provide objective design standards for multifamily residential development to comply with SB 330. Objective standards involve no personal or subjective judgment by a public official. The objective standards are required for streamlined and ministerial review of SB 35 projects and provide fixed standards for when the law requires by-right approval of development. Objective design standards will also reduce barriers by providing a predictable set of standards that are not subject to subjective interpretation and will streamline review of multifamily development applications, consistent with Housing Element Program 6; and

WHEREAS, the proposed amendment will update the Special Use Permit expiration provisions from one year to 36 months to remove a potential barrier to construction, as one year is not sufficient for affordable projects to obtain funding. The proposed text mirrors the expiration text for the Site Plan Review permit; and.

WHEREAS, the proposed amendment will expand upon the limited existing text in Sections 16-560 and 16-561 to codify the existing process and findings for Minor and Major Modifications. This revision ill provide greater clarity, certainty and transparency for the development community, thereby reducing a barrier to development;

WHEREAS, on October 25, 2022 the State of California Department of Housing and Community Development (HCD) certified the City of Oxnard 2021-2029 Housing Element. Programs 6, 9, 22, 27 and 32 of the 2021-2029 Housing Element require the City update Chapter 16 of the Oxnard City Code (OCC) by 2023 to comply with state laws on ADU parking, Density Bonus, Supportive Housing, Emergency Shelters, Low-Barrier Navigation Centers, Single Room Occupancy, Farmworker Housing, Residential Care Facilities, Reasonable Accommodation; and other ordinance modifications to streamline, clarify and simplify permitting requirements to comply with State regulatory requirements and laws; and

WHEREAS, on September 7, 2023 the Planning Commission held a public hearing on the amendments to Chapter 16 of the OCC to implement Zoning Text Amendments (ZTA) stipulated in the adopted Amended 2021-2029 Housing Element Programs 6, 9, 22, 27 and 32 and adopted a Resolution recommending that the City Council approve Planning & Zoning Permit No. 23-580-03 (Zone Text Amendment); and

WHEREAS, on November 7, 2023, the City Council of the City of Oxnard conducted a duly noticed public hearing to consider Planning and Zoning Permit No. 23-580-03 (Zone Text Amendment) in accordance with the OCC, and

WHEREAS, the City Council received written and verbal comments from the public; and

WHEREAS, the City Council finds the proposed Zoning Text Amendment is in the public interest and general welfare by complying with State law, and encouraging the private and public sectors to produce special needs, extremely low-, very low- and -low, moderate and -above moderate income persons. 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 ZTA does not involve any direct physical changes to the environment. There are no changes in landforms or an intensification of land uses as a part of the proposed ZTA and all public services for existing land uses will remain as-is, with no changes and no diminishment of service or safety; and

WHEREAS, the proposed ZTA to Chapter 16 of the OCC would establish specific provisions consistent with the action items and policy directives in the 2030 General Plan; and

WHEREAS, the City Council determined that this action is exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Sections 15060(c)(2) and (3) and 15061(b)(3) as this ZTA is a regulatory action which will not result in direct or reasonably foreseeable indirect physical change in the environment and when it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment are not subject to CEQA; and

WHEREAS, it is in the public interest, consistent with the 2030 General Plan.

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

Section 1. Oxnard City Code Chapter 16, Article IV, Divisions 2 entitled "Attached Dwelling Unit Development Standards"; is amended to read as follows **(Only underlined portions are to be added)**:

ARTICLE IV. STANDARDS FOR ALL ZONES

DIVISION 2. ATTACHED DWELLING UNIT DEVELOPMENT STANDARDS

SEC. 16-360. PURPOSE AND INTENT.

The purpose and intent of this division is to implement the goals and objectives of the general plan to provide quality multiple-family housing. The objective development and design standards provide mandatory standards for specified residential development. Under State Law, objective standards involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark. The objective standards are requirements for residential development, as well as mixed use development that includes residential uses.

(`64 Code, Sec. 36-7.9.1) (Ord. No. 2152)

SEC. 16-361. ~~APPLICABILITY.~~ DEVELOPMENT STANDARDS.

The provisions of this ~~division~~ Section shall apply to the development of any new attached multi-family residential project of six or more units. Projects of five units or less shall be subject only to the development standards of the zone in which such projects are located, Section 16-361 (A), and such other provisions of this code as may apply.

~~SEC. 16-362. DEVELOPMENT STANDARDS.~~

(A) ~~Minimum dwelling size - One bedroom: 450 square feet; two or more bedrooms: 800 square feet.~~

~~(B)~~ Building separation - Minimum separation between any two buildings shall be a distance equal to half of the height of the taller structure unless ~~otherwise determined by health and safety requirement~~s a greater amount is required by the California Building Code. The required separation may be reduced during the Development Advisory Committee review process.

(C) Recreation facilities - Multiple-family attached dwelling units of 12 units or more shall provide common recreational facilities with interior yard space areas to include, but not be limited to, ~~one~~ two or more of the following:

(1) Swimming pools;
(2) Spa;
(3) Tennis and/or basketball or volleyball courts;
(4) Barbecues and outdoor picnic facilities;
(5) Recreation buildings;
(6) Exercise courses and stations;
(7) Children's play equipment; and
(8) Such other facilities as are approved by the Review Authority ~~planning commission~~.

(D) Open area - Projects having 12 or more units shall provide at least one lawn area of not less than 2,500 square feet and having a minimum dimension of not less than 35 feet in any direction.

~~(E) Distance to garage from dwelling unit - The maximum distance to a garage from any dwelling unit entry shall be 75 feet.~~

(E)~~(F)~~ Balconies and patios - All second story dwelling units shall have at least one patio or balcony, having a minimum dimension of ten feet by ten feet (100 square feet minimum). All ground floor dwelling units shall have a patio concrete slab of at least 100 square feet.

(F) ~~(G)~~ Balcony enclosures - All balconies and patios shall have railings or walls which provide at least 50 % enclosure.

(G)~~(H)~~ Storage areas - Each dwelling unit shall have a storage area of at least 225 cubic feet. The storage area may be included in the garage area but may not intrude into the minimum garage dimensions.

(H) ~~(I)~~ Garages - All garages shall have automatic garage door openers. All garage doors shall have architectural treatment or detail.

(I) ~~(J)~~ Utility meters - ~~Wall-mounted utility meters shall be screened or integrated into the building design.~~ Each dwelling unit shall be constructed with a separate utility system and meter.

(J) ~~(K) Refuse enclosures - Refuse enclosures shall be designed to reflect the major design elements or details of the residential units and shall provide access for persons separate from the refuse vehicle access.~~ Buildings that include four stories or more shall provide elevators, except where the third story consists entirely of upper levels of residence that have entrances at the first or second story.

(K) Laundry Facilities. Each dwelling unit shall have a laundry area to accommodate a washer and dryer. When laundry facilities are not provided within the units, common laundry facilities shall be provided in a separate room with a minimum of two washers and two dryers. Additional washers and dryers must be provided for any development that has more than twenty units at a minimum ratio of one washer and one dryer for every additional twenty units. Any fractional calculations shall be rounded up.

(`64 Code, Sec. 36-7.9.3) (Ord. No. 2152, 2923)

SEC. 16-362. DESIGN STANDARDS.

The provisions of this Section shall apply to the housing development of any new attached multi-family residential project of two or more units, not including Accessory Dwelling Units. The development shall incorporate the following objective design standards:

(A) Neighborhood compatibility.

(1) Residential developments located abutting or across the street from a single-family neighborhood shall orient the buildings to the street with individual entries, patio areas and landscaping facing the single-family homes. Parking lot areas, garages and carports shall be located behind residential structures unless it is technically infeasible based on other City or State required standards.

(2) Duplexes, triplexes, and fourplexes abutting or across the street from a single-family neighborhood shall include individual front doors and interior stairs (when stairs are needed and when allowed for ADA accessibility).

(3) When determined necessary by a noise assessment, sound walls shall include an earth berm and landscaping. Walls shall not exceed ten linear feet without openings along primary street frontages and 25 linear feet along side and rear street frontages.

(B) Building design.

(1) Buildings shall orient towards the primary street frontage or internal courtyard. Direct pedestrian access shall be provided between the public sidewalk and the primary building entry.

(2) Buildings shall carry the same theme on all elevations. For this standard's purposes, a theme includes primary (non-accent) materials and colors.

(3) Exterior siding shall be made of nonreflective and nonmetallic materials. Acceptable siding material includes wood, stucco, ceramic tile, brick, stone, or other masonry materials, or any combination of these materials.

(4) Affordable units and market rate units in the same development shall be constructed of the same or similar exterior materials and details such that the units are not distinguishable.

(5) Blank walls (facades without doors, windows, landscaping treatments) shall be less than 30 feet in length along sidewalks, pedestrian walks, or publicly accessible outdoor space areas.

(6) Buildings over three stories must provide a ground floor elevation that is distinctive from the upper stories by providing a material change or color change between the first floor and upper floors when in alignment with a change in architectural fenestration or facade articulation. The change in material or color shall occur along at least 75% of the building facade with frontage upon a street, adjacent public park, or public open space.

(7) Buildings over seven stories must provide a taller ground floor elevation or a base encompassing the second floor that is distinctive from the upper stories by providing a material change between the first two floors and the upper floors when in alignment with a change in architectural fenestration or facade articulation. The change in material shall occur along at least 75% of the building facade with frontage upon a street, adjacent public park, or public open space.

(8) Rain gutters and downspouts shall integrate as closely as possible with building design elements, including matching adjacent building colors as closely as possible.

(9) The primary street and the side street frontages, up to 75 feet from the primary street front property line, of on-grade parking podiums and parking structures shall be lined with occupiable, usable space with a minimum depth of 18 feet. Non-lined portions of above-grade garages (rear of lots along side streets, or where zero-lot line condition is not utilized) must be set back at least five feet. The setback area shall contain landscaping of the same quality as elsewhere on the property. In cases where garages are exposed to the street, the garage should be designed as a continuation of the building it serves, with the same level of detail and pattern of openings.

(10) Windows facing public streets or public open spaces shall incorporate one of the following:

a. 4” minimum headers, sills, or inset material;

b. 2" wide trim surrounds;

c. 2” inset or recess.

(11) At least two materials shall be used on any building façade with frontage upon a street, adjacent to a public park or public open space, in addition to glazing and railings. Any one material must comprise at least 20% of the building frontage.

(12) Building facades shall be multi-colored. Each facade must contain not less than two but not more than five distinct colors. Extremely bright colors are only allowed on doors, window trim, or other building components that represent a small portion of the overall building facade. Materials, finishes, fixtures, and colors visible from street frontages, public or private parks, or public or private open space shall be designed in a manner that is consistent with the architectural style of the building.

(C) Entrances

(1) For all residential and nonresidential uses, at least one primary entrance to a ground-floor use shall face the primary street right-of-way. Individual residential unit entries may face a secondary/side street or be accessed through the building's interior. On corner parcels, the primary entrance may face the street corner of the primary street and a secondary street.

(2) Entrances for Mixed-Use Developments. Separate entrances shall be provided for the nonresidential and residential portions of a mixed-use building.

(3) Nonresidential Entrances shall incorporate at least one of the following entry features:

(a) Shopfront – Characterized by a frontage where the main façade of the building is at or near the right-of-way/property line, with the building entrance at sidewalk grade. Typical elements include substantial glazing on the sidewalk level and a canopy or awning element above most of the frontage.

(b) Gallery, minimum width of 10 feet – A frontage where the main façade of the building is alighted at or close to the right-of-way/property line and an attached cantilevered shed roof or lightweight colonnade overlaps the sidewalk.

(c) Forecourt – A frontage where a portion of the main façade of the building is at or near the right-of-way/property line and a (generally central) portion is set back to create a small courtyard.

(d) Commercial Terrace - A frontage where a terrace or patio extends along the building's frontage providing outdoor uses typically associated with the non-residential use, such as outdoor cafes.

(4) Residential Entrances. Exterior entrances serving residential units or buildings shall incorporate one of the following entry features:

(a) Stoop – with a minimum size of four feet by four feet and no higher than five feet in height (above the adjacent sidewalk);

(b) Porch – with a minimum size six feet by eight feet for common entries and at least five feet by eight feet for individual entries

(c) Overhang (if building has a shared lobby) with a recessed depth of at least three feet.

(D) Massing and Articulation.

(1) Architectural articulation shall be provided on all four sides of a building. The building façade design must incorporate at least two (2) details: window trim, window recesses, cornices, belt courses, a variety of finishes matching front facades, balconies, porches, and trellises.

(2) At least two features such as balconies, cantilevers, dormers, bay windows, patios, porches, stoops, individualized entries, and accent materials shall be incorporated into each proposed building.

(3) Buildings over three stories tall shall have major massing breaks at least every 100 feet along any street frontage, adjacent public park, publicly accessible outdoor space, or designated open space, using varying setbacks and/or building entries. Major breaks shall be at least 30 inches deep and four feet wide and extend the building's full height.

(4) Buildings shall have minor massing breaks at least every 50 feet along the street frontage, through varying setbacks, building entries and recesses, building step-backs or structural bays. Minor breaks shall be at least 12 inches deep and four feet wide.

(5) Rooflines shall be vertically articulated at least every 50 feet along the street frontage using one of the following techniques:

(a) A change in height of a minimum of four (4) feet

(b) A change in roof pitch, plane, or form

(c) The addition of architectural elements such as parapets, dormers, varying cornices, reveals, and clerestory windows

(E) Site design.

(1) When dwelling units are abutting common open space areas and parks, a minimum of one window from each dwelling shall be located to overlook common areas and parks.

(2) Garages and carports shall be designed to include a minimum of two of the following from the main building(s): materials, detailing, roof materials, or colors.

(3) Controlled entrances to parking facilities (gates, doors, etc.) shall be at least 20 feet setback from the back of sidewalk to accommodate one vehicle entering the facility, or 40 at least 40 feet setback when more than 40 parking spaces are required.

(4) Where bicycle parking is not visible from the street, directional signage to bicycle parking shall be included at the main building entrance. The signage shall be in the form of either a directory not exceeding six square feet and or up to ten individual directional signs not exceeding one square foot each.

(5) Within commercial zones parking shall not be allowed within the front setback areas and direct pedestrian access to the building(s) must be provided from the public right-of-way. Direct pedestrian access between the public right-of-way and the building shall not require crossing parking, drive aisles, or other spaces used for vehicular circulation.

(6) Within commercial zones all housing developments must have direct interaction with the public right-of-way. These residential units may have covered patios and decks which can be constructed within the front yard setback within five feet of the property line provided the patios or decks have steps and or gates which lead directly to the public right-of-way. Second and third floor residential units may have decks and or balconies which encroach up to ten feet into the front yard setback.

(7) Surface parking lots. In addition to the Parking Area Landscape Requirements in Section 16-641 of this Chapter, the following requirements shall apply to surface parking lots for residential development. Where the requirements conflict with Section 16-641, the requirements in this Subsection shall take precedent:

(a) All surface parking lots shall be screened from street views by at least one of the following:

(i) Buildings

(ii) Decorative Walls (36 to 48 inches tall)

(iii) Planted earth berm (36-48 inches tall) no less than five feet wide,

(iv) Planted fencing

(b) Landscaping within or around the parking area shall cover a minimum ratio of 10% of the net area of the parking lot. For uncovered parking areas a minimum of two shade trees shall be provided for every ten parking spaces or shade trees shall be provided to achieve 30% canopy coverage of paved area at maturity.

(c) At least two types of driveway finishes, or decorative designs, shall be provided.

(8) Parking Structures

(a) Vehicular Access shall be located in the rear or on the side of a lot and accessed by an alley, lane, or drive aisle.

(b) Any exposed elevations of the parking structure shall be designed to reflect architectural compatibility with existing or proposed structure(s). The exterior elevations of the parking structure shall be designed to minimize the use of blank facades through the combined use of architectural treatment such as heavy textured concrete, planters, openings, indentations, and projections of exterior walls.

(c) Garage doors closer than 23 feet to the front property line shall have sectional roll-up garage doors.

(9) Frontage improvements shall be designed to be consistent with public works plates. The frontage improvements shall be designed to connect with and transition into adjacent existing frontage improvements.

(10) Common use site areas shall include refuse collection, mail distribution, laundry, recreation, and congregation. All such areas shall be connected with an accessible route.

(11) Utility meters, mailboxes and address directories shall be placed in decorative cabinets and clustered for efficient access for residents and service persons. Utility meter panels shall be painted to match structures

upon which they are located. Such panels shall be located to take advantage of screening (e.g., landscaping, or other building elements) from any public right-of-way to the maximum extent feasible.

(12) Secured mail and parcel distribution areas shall be provided and shall be well lit, secure, and shall remain open to the tenants.

(13) Graphic site directories shall be provided at principal access walkway points.

(14) Lighting

(a) 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.

(b) Lighting elements shall be shielded so as not to be directly visible from a public street. 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 skyward or on any adjacent property or roadway.

(c) To prevent damage from vehicles, standards in parking areas shall be mounted on reinforced concrete pedestals or otherwise protected.

(d) The bottom of a lamp along a sidewalk or other path being lighted should not be more than 20 feet above the ground.

(e) Site lighting features shall be consistent with the building architecture where located in public view.

(f) Light standards illuminating interior walkways shall be no more than eight feet tall. Light shall not intrude into private living or patio areas. Light standards serving recreational areas held in common shall be no more than 15 feet tall. Light shall be directed away from dwelling units.

(g) All drive lanes (alleys) shall be provided with independently metered lighting with automatic daylight sensors for dusk to dawn lighting within drive lanes.

(F) Landscaping.

(1) All trees planted or placed on the property shall be at least 24-inch-box size. All shrubs and vines shall be at least five-gallon size.

(2) Landscape plant materials shall comply with the City of Oxnard Landscape Standards, and the City's Landscape Conservation measures/Emergency Drought Declaration as applicable.

(3) Permanent and automatic irrigation systems shall be provided for all landscaped areas per the city's design criteria and specifications. The irrigation system shall include a water sensor shut off device as a water conservation measure.

(G) Accessory elements.

(1)All accessory buildings (e.g., garages, sheds, recreation facilities) must incorporate the same design, materials, and colors as the primary building. Additions and patio covers shall conform to the requirements of the zone for setbacks.

(2)Perimeter fencing utilized along a public street shall be constructed of decorative iron, pre-painted welded steel, CMU block, wood picket material or plant walls (green walls). Street side yard walls shall be set back 10 feet from any public sidewalk.

(3) Walls separating the patio areas of different units shall be of solid construction, such as masonry, stucco, or wood over wood. Ground level patios shall be enclosed by walls not less than five feet high. If a six-foot fence is desired, the top 12 inches shall allow for vision in and out of the yard, unless a higher height is required for noise mitigation.

(4)All roof top, wall mounted or ground mounted equipment must be fully screened. Utility meters shall be screened or integrated into the building design. Rooftop screening must use the materials and colors from the building and be architecturally integrated.

(5)All exterior storage facilities shall be screened from the public view, within an enclosure with walls at least six feet in height.

(6)All wood service poles, electric and gas meters, fire sprinkler valves and backflow preventers and transformers shall be located in the least prominent locations onsite as allowed by the utilities, and all equipment shall be screened from public view either with landscaping, fencing or integrated into the design of the primarily or accessory structure.

(7)Refuse and Recycling.

(a) All refuse enclosures shall be designed to comply with the city material management and approved City Standard Plan on file with the Community Development Department. The enclosures shall include a concrete apron along the length of the trash enclosure opening that extends at least 15 feet from the enclosure's face.

(b) All refuse bins shall be shielded within a refuse enclosure with a solid wall and roof. The enclosure shall be an adequate size to accommodate the required containers. The enclosure shall match the major design elements and color of the main structure. All enclosures and gates shall be detailed to withstand heavy use. Wheel stops or curbs shall also be provided to prevent dumpsters from banging into the walls of enclosures.

(c) An opening in the enclosure shall be provided so that pedestrians can access the dumpsters without opening the large gates.

(d) Lighting shall be provided at trash enclosures for nighttime security and use.

(e) The refuse enclosures shall not be located closer than 20 feet from a residential unit (including those on abutting properties), or more than 150 feet from a residential unit. No minimum distance from dwellings is required if the dumpsters are in a fully enclosed room.

(f) Recycling containers shall be provided in common areas for residents to dispose of their recyclable waste (examples: indoors for newspapers and beverage containers; outdoors for beverage containers). Containers used exclusively for recycling shall be clearly identified as "recycling only" with clear icons or other graphics on each container appropriate to the container's content.

(H) Public safety standards.

(1) Plans submitted for review of residential development shall include the following safety features:

(a) Recreation areas shall be located adjacent to residential uses whenever possible. These areas shall be visible to residents from within their dwellings to allow for "eves on the street" proper visual surveillance. Placement of windows, landscaping, lighting, and recreation uses shall be coordinated to enhance resident surveillance opportunity, but not to detract from the recreational use.

(b) General utilization of the concepts of crime prevention through environmental design (CPTED) in the planning and development stages.

(2) The inclusion of the following items shall be verified by the public safety department prior to issuance of the first building permit for a residential unit.

(a) Development of a security plan for multifamily or mixed-use developments that includes:

1. Management contact for public safety issues available 24-hours a day;

2. Cameras for monitoring and recording vehicles and persons entering the site;

3. Access control systems to control passage into common areas;
4. Secure postal and parcel delivery;
5. Quick removal of graffiti; and
6. Enforcement of restricted parking spaces.

(b) Preparation of a standardized, high density, "wayfinding" sign program to aid emergency responders in finding individual residential units quickly and easily.

(c) A Click2Enter radio frequency access system shall be installed at any vehicle and pedestrian access point controlled by privacy gates.

(d) Security. Residential units shall be designed to ensure the residents' security through the provision of secured entrances and exits that are separate from the nonresidential uses. Nonresidential and residential uses shall not have common entrance hallways or common balconies. These separations shall be shown on the development plan and the separations shall be permanently maintained.

(e) Windows. Residential windows of buildings directly adjacent to industrial uses shall generally be directed away from loading areas and docks unless view-restricting architectural elements are utilized.

SEC. 16-363. ~~DEVELOPMENT DESIGN~~ PERMIT REVIEW.

Attached multi-family developments ~~of six or more units which are~~ that is proposed ~~for a~~ on property not located in a Planned Development zone, or which do not otherwise require a Special Use Permit, may be approved by issuance of a Development Design Review permit or a Site Plan Review permit where the State has mandated that the City approval must be ministerial.

(`64 Code, Sec. 36-7.9.4) (Ord. No. 2152)

Section 2. If any section, sentence, clause or phrase of this Ordinance is determined to be invalid, illegal or unconstitutional by a decision or order of any court of competent jurisdiction, then decision or order shall not affect the validity and enforceability of the remaining portions of this Ordinance. The City Council declares that it would have passed and adopted this Ordinance, and each section, sentence, subsection, clause, phrase, part or portion thereof, regardless of the fact that any one or more sections, sentences, subsections, clauses, phrases, be declared invalid or unconstitutional.

Section 3. 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 4. Exempt from CEQA. The City Council determines and finds that the adoption of this Ordinance is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) and (3) and 15061(b)(3) of the Guidelines to the California Environmental Quality Act because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Therefore, CEQA does not apply to this action.

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

Section 6. 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 November 7, 2023, and finally adopted on _____, to become effective thirty (30) days thereafter.

SIGNATURES ON FOLLOWING PAGE

PASSED AND ADOPTED this _____ day of _____ 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

Zoning Text Amendments to Implement Adopted 2021-2029 Housing Element
Planning & Zoning (PZ)
Permit No. 23-580-03

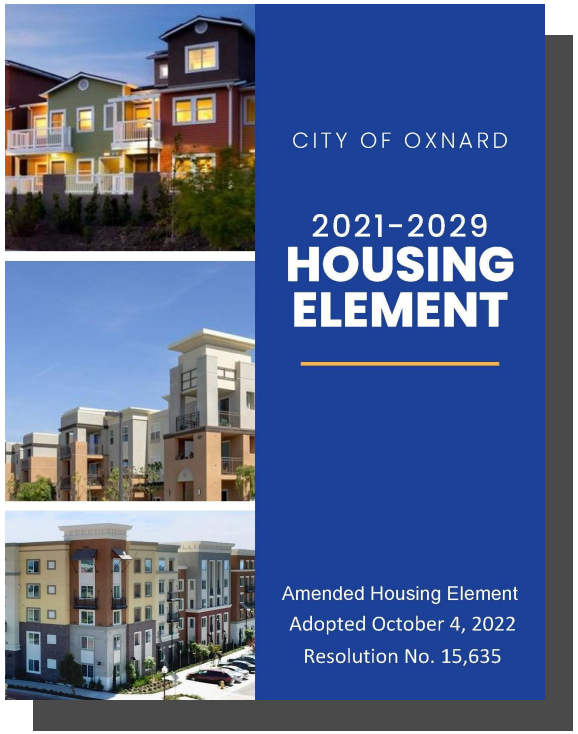
Jeff Pengilley, Community Development Director
Joe Pearson II, AICP, Planning & Environmental Services Manager
Heather Davis, Contract Planner
Community Development Department

City Council
November 7, 2023

CITY OF OXNARD CALIFORNIA

Background:

- City adopted 6th Cycle 2021-2029 Housing Element (October 2022) and it was certified by HCD
- Housing Element Programs identified zoning text amendments (ZTA) for Fiscal Year 2022-2023 to bring the Oxnard City Code (OCC) into compliance with State Housing laws:
  - Program 6 (Zoning Code Amendments),
  - Program 9 (Farmworker Housing),
  - Program 22 (Special Needs Groups),
  - Program 27 (Parking Standards), and
  - Program 32 (Senate Bill 35)



Summary of ZTA in Housing Element Programs

If approved, the draft Ordinances will update the OCC to comply with changes in State Housing Law:

- Program 6 Zoning Code Amendments:
  - ADU law - parking requirements for garage conversion (also in Program 27);
  - State Density Bonus law;
  - State law related to Emergency Shelters;
  - Streamline ordinance provisions - clarify permitting requirements and simplify code requirements; Evaluate potential barriers in zoning regulations that impact the construction of affordable housing.
  - AB 2162 – Allow Supportive Housing by-right in areas where multifamily and mixed uses are permitted, including in nonresidential zones that permit multifamily uses;
  - AB 101 – Allow Low-Barrier Navigation Centers by-right in areas zoned for mixed-use and nonresidential zones permitting multifamily uses;
  - AB 2634 – Allow Single-Room Occupancy in at least one zoning district (also Program 22);
  - AB 686 – Allow Residential Care Facilities with 7+ persons as residential use where multifamily is permitted, subject only to restrictions for multifamily;
  - Fair Housing Amendment Act – limit Reasonable Accommodation findings to objective considerations.

Summary of ZTA in Programs (continued)

If approved, the draft Ordinances will update the OCC to comply with changes in State housing law:

- Program 9 Farmworker Housing:
  - Employee Housing Act - farmworker employee housing;
- Program 27 Parking Standards:
  - Fair Housing Act - parking requirements for residential care facilities;
  - ADU parking (also in Program 6);
- Program 32 Objective Design Standards:
  - SB 35 – Streamlined ministerial review against objective standards
  - SB 330 – Requires new housing development to be reviewed against objective design standards.

Discussion

On September 7, 2023 the Planning Commission voted 4-1 (with two commissioners absent) to recommend that City Council approve the proposed ZTA to Chapter 16 of OCC with four recommended revisions.

1. Minor Text Revisions
   - 16-24 - Clarify reflective roof surfaces are still prohibited
   - 16-410 Density Bonus
     - Specify “Purchaser” for Housing Related Cost
     - Update Cal. Govt. Code references
     - Clarify density bonus “application” for Content of Application
     - Remove added 45-year term (does not apply to equity share)
   - 16-525 DDR Procedure – Remove reference to SB 330 to defer to State law

Discussion

2. Single-Room Occupancy, Management
   - Concern: On-site management is expensive for smaller SRO development
   - Planning Commission Recommendation:
     - Add a threshold of 16 units for on-site management requirement
     - Require either on-site or off-site management office for SRO < 16 unit

Section 16-441.3(C):

On-site Management. ~~On-site management shall be provided 24 hours a day.~~ An SRO facility with 16 or more units shall have an onsite manager. An SRO facility with less than 16 units shall provide a management office either on-site or off-site.

Discussion

3. Group Quarter style facilities, Parking
   - Concern: Existing Group Quarter parking requirement adds cost to development. Many farmworkers may not own vehicles.
   - Planning Commission Recommendation:
     - Reduce existing requirement from one space for every four farmworkers to one space for every six farmworkers
   - Analysis:
     - The City's existing requirement is similar to or lower than other communities.
     - No information at this time if the existing group quarter parking requirement has resulted in underparked or overparked housing.
     - A reduction could further reduce constraints to development of group quarter farmworker housing.

Section 16-622, Group quarter style facility:

One off-street space for every ~~four~~ six farm workers.

Discussion

4. Single-Room Occupancy, Parking
   - Concern: Parking requirements add cost to development. Many residents in SRO may not own vehicles.
   - Planning Commission Recommendation:
     - Remove vehicle parking requirement
     - Require 1 long-term bicycle storage space per unit
   - Analysis: Most jurisdictions require some parking for SRO.
     - Some parking necessary if SRO is not near transit.
   - Staff Alternative Recommendation:
     - Require minimal SRO parking unless SRO located near public transit (transit station or bus stop).

Section 16-622, Single-Room Occupancy:

One off-street space per two units and one easily accessible long-term bicycle storage space per unit;

With the exception of one manager's space, off-street vehicle parking is not required when the development is located within one-half mile walking distance of public transit, including transit stations and bus stops;

2030 General Plan / Housing Element Consistency

Zoning Text Amendments:

- **Consistent with 2030 General Plan Goals and Policies**
  - CD-1.5 & CD 16.6 Diversity of Housing
  - CD-1.7 Compact Development
  - CD-1.10 Jobs Housing Balance
  - CD-2.1 Zoning and General Plan Consistency
  - CD-3.6 & H-3.6 Barrier-Free Housing & Reasonable Accommodation
  - ICS-9.4 Monitoring Parking and Revise Regulations
  - MC-1.1 Review Development Constraints
  - MC-4.4 & H-3.4 Affordable Housing
  - H-2.2 Balanced Opportunities
  - H-4.3 Processing
  - H-5.4 Continuum of Care and Homeless Plan

Environmental Determination

- Project exempt from environmental review under California Environmental Quality Act (CEQA), Sections 15060(c)(2) and (3) and 15061(b)(3).

- Proposed Zoning Text Amendments are regulatory action that are necessary to bring the OCC into compliance with state housing laws and the City's adopted 2021-2029 Housing Element. The ZTA do not propose or approve any physical development, add new residential sites or units, or increase density for housing beyond those analyzed in the Housing Element IS-MND.

Fiscal Impact

- No fiscal Impacts to the City are associated with the Zoning Text Amendments to bring the OCC into compliance with State housing law

Recommendation

That the City Council:

a) Conduct a public hearing

b) Find the Project to be Categorically Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3) (General Rule);

c) Introduce the following seven ordinances for first reading (PZ 23-580-03):

1) An Ordinance amending Accessory Dwelling Unit parking and impact fee requirements in Oxnard City Code (OCC) Section 16-468 & 16-622; and

2) An Ordinance amending the City's Density Bonus Ordinance in OCC Section 16-410; and

3) An Ordinance amending the Emergency Shelter Standards in OCC Section 16-504 and 16-622; and

Recommendation (continued)

That the City Council:

c) Continued: Introduce the following ordinances for first reading (PZ 23-580-03):

4) An Ordinance streamlining ordinance provisions, clarifying permitting requirements, simplifying code requirements, and amending requirements on Farmworker Housing, Supportive Housing, Low-Barrier Navigation Center, Single Room Occupancy and Residential Care facilities in OCC Section 16-10, 16-20 to 16-144, 16-148, 16-300, 16-303, 16-333, 16-441 & 16-622 ; and

5) An Ordinance amending Reasonable Accommodation requirements in OCC Section 16-501.5; and

6) An Ordinance streamlining, clarifying, and simplifying permit procedures for Development Design Review, Special Use Permit Expiration and Major and Minor Modification to Special Use Permit in OCC Sections 16-525, 16-553 and 16-560; and

7) An Ordinance amending the Attached Dwelling Unit standards in OCC Section 16-360.

CITY OF OXNARD CALIFORNIA

End of Presentation

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.1

DATE: November 7, 2023

TO: City Council

FROM: Phillip Molina, City Treasurer, (805) 385-7808, phillip.molina@oxnard.org

SUBJECT: City Treasurer's Quarterly Investment Report for the Period Ending September 30, 2023. (10 minutes)

RECOMMENDATION

That the City Council receive and file the report.

(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/wI9JAMEyNqU

BACKGROUND

The City of Oxnard's September 2023 investment report will be brief during this reporting period and is required to be submitted to the City Clerk and the City Council as prescribed in California Government Code 53646 and the Investment Policy adopted by the City Council.

But first, I wish to give a special thanks to the city staff without whose assistance this report could not be generated. This report reflects the monthly investment information in a similar format that has been presented in previous months along with the amounts in the Bank statements as of September 30, 2023. The following data is included in this report.

For the month of September, the investment portfolio earned an estimated $835,841.04 including LAIF and the Ventura County Investment Pool, and the efficiency rating decreased to 97%, with estimated annual earnings of $10,030,092.50. This is up by $1,000,000 from the previous estimate.

Not in this sequence, it is our intention to show the public, the Mayor, and City Council the amounts in each city bank account so that you can see the percentage of available cash to the amount actually invested. You will notice the large buildup of cash in the bank account for the city's general business. This is the result of the anticipated Federal payments, and it is the intent of the Treasurer to greatly increase the amount of cash invested so that once again it exceeds 90%. For the month of June, we were at 97% efficiency and have exceeded our goal.

Next, we will show you in a bar chart the amounts invested separated by their maturity date or year. This will allow you to see the ladder or spread of the investments in order to generate a higher return. Third, we explain that the cash flows over the last 15 months so you can judge the management of the cash and determine whether there are periods during the year when more money is available for a short period, overnight investments versus 2-, 3-, 4-, or 5-year maturities. Fourth, we will show you the daily cash position for September 30, 2023 so that you can see how the Treasurer's department reviews our cash balances every day to assure that the city has enough liquidity to cover its obligations.

And next, we make available the detailed list of every investment that the city currently holds as of the last day of September 30, 2023 upon request.

This information is being provided to you using both charts and graphs. The charts are presented so that the Mayor, Council, and the public can begin to see the actual amounts in the city's bank accounts at Bank of America. The graphs are created in order to show trends, and relationships that are best understood in that method of presentation. So, while this report is brief in the number of pages, we hope to respond to your questions.

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

The City's total amount invested as of September 30, 2023, purchased at a tax cost of $407,886,893.50, with a PAR value of $407,775,000. Because the upward movement in the GSE market interest rates produces greater earnings, it also results in an estimated net market loss if we had to sell the older lower-yielding instruments in the market today.

ITEM	September 2023
Cost of investments (bank calc.)	$407,886,893.50
Par or face value	$407,775,000.00

USBank's tax costs and PAR/Face Value

In a market (the city's policy requires a risk-free rate of return) of fixed interest rates any instrument purchased today will decrease in value as the interest rates increase and vice versa. However, with a passive portfolio, one where we intend to hold each instrument until it matures, we can expect to receive the PAR or Face value when we sell back each individual GSE (government-sponsored enterprise bond) or CD, so that there would be no market loss.

Cash balances on the 30th day of September 2023 in each authorized city bank account with Bank of America totaled $17,351,356.89 in the three Bank of America accounts.

City Treasurer's bank accounts	September 2023
City's General Fund bank account	$12,272,622.19
Successor Agency bank account	$4,901,127.82
W/C (workers compensation) account	$0.00
Parking Citations updated	$177,606.88
TOTAL CASH IN BANK ACCOUNTS	$17,351,356.89

(Per Bank Statements as of September 30, 2023)

The investments have a par value of $ 407,775,000 and an estimated market value of $385,942,364.75. Some were purchased months or years earlier and during the period of forced low GSE interest rates set by the former President. To provide a greater return, we can try to reduce the amount invested with LAIF and spread that over the 2,3,4, and 5-year terms. Recently, LAIF was generating an average return that is now moving upward with the City's average portfolio return. LAIF's September average apportionment rate was 3.434%, which is less than the current GSE (government-sponsored enterprise) rates and less than our average portfolio yield. Reducing the amount in LAIF would produce greater returns, however, doing so would also reduce the liquidity of the portfolio.

ITEM	September 2023
Cost of investments (bank calc.)	$407,886,893.50
Par or face value	$407,775,000.00
USBank est Market value	$385,942,364.75

Estimated market value is based on price paid

The largest portfolio's weighted average current earnings has a yield on a 365-day basis up slightly from last month of

2.61% year to date. Based on the face value of the investments, using the average portfolio yield for estimating the amount of interest earnings for the month of September produced an estimated annual interest earnings of $10,030,092.50:

total est monthly earnings	$835,841.04
City's weighted average investment rate	2.61%
total est annual earnings	$ 10,030,092.50

Estimated annual and monthly earnings

Now when we look back at the monthly cash flows of recent years, we found that the month with the highest cash outflow was September 2023 with a one-month outflow of $48 million. The fact that we have $39 million invested in LAIF and $31 million in the Ventura County Investment Pool, which can be drawn down within one day, means there should be no normal condition that would require the Treasurer to sell investments before their maturity. Before we reveal the details, we want to know the level of efficiency in our investment team. But first, we look to see how much cash is available, and how much cash is invested to determine the efficiency of the team. The goal is to invest 100% of the available cash, and we know that for normal/average operations we should retain a daily balance of $3-5 million in the bank accounts. For the month of September, our efficiency rating was 97%.

	September 2023
amount invested @ PAR	**$407,775,000.00**
total available cash to invest	**$420,225,229.07**
percent invested = efficiency	**97%**

Efficiency Rating

The daily cash report for the last working day in September shows sufficient available cash to satisfy the city's booked short-term obligation.

Daily cash report prepared by Eden Alomeri and Martha Guerra:

DAILY CASH POSITION WORKSHEET - GENERAL ACCOUNT

DATE: 09/28/23

	CREDIT ESTIMATE	**DESCRIPTION**
Collected/Closing Avail Bal	**13,477,994.27**	As of 09/27/23
1 Day Float	**557,101.70**	As of 09/27/23
Credit Cards-C2G/OTC	**95,277.77**	
Auto Pay	**92,235.14**	
LAIF Withdrawal		
Investment Coupon	**30,535.83**	
Investment Call/Maturity	**1,000,000.00**	3130AWYP9 6.5% 8/28/28
TOTAL CREDITS	**$ 15,253,144.71**	
	DEBIT ESTIMATE	
Accounts Payable to Clear	**700,000.00**	
LAIF Deposit	**5,000,000.00**	Conf# 1739013
TOTAL DEBITS	**$ 5,700,000.00**	
GENERAL ACCOUNT BALANCE	**$ 9,553,144.71**	

SUCCESSOR AGENCY	$ 4,901,127.82
LAIF	$ 46,000,000.00
VCIP	$ 31,000,000.00

Because of an error, the September 30, 2023 daily cash report showed the wrong amount in the LAIF account, and given the next day, the 4-day weekend, I am presenting the next daily cash report that has been corrected.

The bar chart below shows the maturities of City's investment portfolio and reflects the fact that as our older instruments are being called early, we find the need to acquire shorter-term notes as long as we can, assuring a rate of .79 % or higher, as explained above.

Details of investments are available upon request.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Phillip Molina, City Treasurer

ATTACHMENTS
None

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.2

DATE: November 7, 2023

TO: City Council

FROM: Michelle McCarron, Assistant City Attorney, 805-385-3937, michelle.mccarron@oxnard.org

SUBJECT: Ordinance of the City Council Prohibiting Single-Use Plastic Foodware (15 minutes)

RECOMMENDATION

That the City Council approve the introduction and first reading by title only and waive any further reading of the ordinance entitled: "Ordinance of the City Council of the City of Oxnard, California Amending Article XXIV of Chapter 7 of the Oxnard City Code Prohibiting the Use and Distribution of Single-Use Plastic Foodware."

(This item is exempt from CEQA pursuant to Title 14 of the California Rules of Regulation section 15061(b)(3))

(Public Works and Transportation Committee approved 3-0)

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

BACKGROUND

On July 28, 2022, the City Council adopted Ordinance No. 3017, which Restricted the Distribution of Single-Use Foodware Accessories and Standard Condiments. The ordinance was adopted in response to Assembly Bill ("AB") No. 1276, which required Cities to pass an ordinance regulating the use and distribution of single-use foodware and required that food facilities only distribute single-use foodware such as utensils, stirrers, splash sticks, condiment packets and plastic straws when requested by a consumer. In order to comply with AB 1276, the City was required to pass an ordinance prohibiting the distribution of single-use foodware. This ordinance regulated how single-use foodware accessories that are commonly made of plastic are distributed but did not ban the use.

On June 30, 2022, California Governor Gavin Newsom signed Senate Bill ("SB") No. 54 into law. SB 54 established the Plastic Pollution Prevention and Packaging Producer Responsibility Act, authorizing CalRecycle to create and implement new recyclability and compostability standards for plastic packaging. SB 54 requires the City to collect and recycle or compost materials CalRecycle identifies as recyclable and compostable and designates as a "covered material" pursuant to Public Resource Code section 42041(e)(1)(A) and (B)(i) and (ii). CalRecycle is slated to publish a list of covered materials by January 1, 2024. Once the list of covered materials is published the City is obligated to recycle or compost all the covered material including single-use plastic foodware. The City may file for an extension or exemption with CalRecycle that may relieve the City from recycling certain covered materials.

The City's Del Norte Refuse and Recycling Facility, similar to many others in the waste industry, does not have existing machinery that can recycle single-use plastic foodware. However, the extension and exemption may not relieve the City of its obligations with respect to single-use plastics under SB 54. However, SB 54 does provide authority for a local jurisdiction, such as the City, to pass an ordinance prohibiting the use and distribution of single-use plastic foodware items in the City. The passage of an ordinance prohibiting the use of single-use plastic foodware relieves the City of its obligation to recycle single-use plastic foodware and from having to navigate the exemption and or extension options provided to local jurisdictions under SB 54.

A prohibition of single-use plastic foodware will have environmental benefits, because single-use plastic foodware is not currently processable at local waste collection facilities and therefore is sent to the landfill where it is slow to degrade, leach chemicals into the environment, and break down into microplastics that negatively affect local wildlife and marine animals.

DISCUSSION

Amending sections of Article XXIV of Chapter 7 of the Oxnard City Code to ban the use and distribution of single-use plastic foodware at food facilities to help reduce local plastic debris in our community and help further the City's goals under the City's Climate Action Adaptation Plan (CAAP).

Materials to be Included in the Proposed Ordinance

This Ordinance will apply to all single-use plastic foodware as defined below:

Plastic - Means a synthetic or semisynthetic material chemically synthesized by the polymerization of organic substances that can be shaped into various rigid and flexible forms, and includes coatings and adhesives."Plastic" includes, without limitation, polyethylene terephthalate (PET), high density polyethylene (HDPE),polyvinyl chloride (PVC), low density polyethylene (LDPE), polypropylene (PP), polystyrene (PS), polylactic acid(PLA), and aliphatic biopolyesters, such as polyhydroxyalkanoate (PHA) and polyhydroxybutyrate (PHB). "Plastic"does not include natural rubber or naturally occurring polymers such as proteins or starches.

Plastic Foodware - Means single-use foodware made partially or entirely of plastic. Plastic foodware is neither compostable or recyclable.

Single Use - Means designed to be used once and then discarded, and not designed for repeated use and sanitizing.

Exemptions to the Proposed Ordinance

This Ordinance makes the following exemptions for single-use plastic foodware products from the provisions of this article:

1. Correctional institutions, which has the same meaning as in Cal. Penal Code, Section 7502.
2. Health care facilities licensed pursuant to Cal. Health and Safety Code, Article 1 (commencing with Section 1250) of Chapter 2 of Division 2 or facilities that are owned or operated by a health care service plan licensed pursuant to Cal. Health and Safety Code, Chapter 2.2 (commencing with Section 1340) of Division 2.
3. Residential care facilities licensed pursuant to Cal. Health and Safety Code, Division 2 (commencing with Section 1200).

Businesses Subject to the Ordinance

This Ordinance will apply to Food Facilities, which is defined in accordance with California Health and Safety Code section 113789, which states that a "Food facility" is an operation that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption at the retail level, including, but not limited to, the following: (1) An operation where food is consumed on or off the premises, regardless of whether there is a charge for the food; and (2) A place used in conjunction with the operations described in this subdivision, including, but not limited to, storage facilities for food-related utensils, equipment, and materials. Additionally, a Food facility includes permanent and nonpermanent food facilities.

Ordinance Implementation/Enforcement

This Ordinance will take effect January 1, 2024, however enforcement actions under the ordinance will not begin until January 1, 2025, to allow time for outreach to the impacted businesses and organizations, and coordination with City's Community Development, Code Compliance and Environmental Resources departments. This period will also allow businesses and organizations to use previously purchased non-compliant product(s) and receive information about resources for compliant products. This enforcement date of the Ordinance is consistent with the requirements of SB54.

Food facilities will not be cited for violations until January 1, 2025. Upon a first violation, the City shall issue a written Notice of Violation to the offending establishment, person or business. If, after the specified correction period, the violation is not ceased or abated, violators of the Ordinance would be subject to the the fine structure in Section 7-345(B), where first and second violations of this article will result in notice of violations and any subsequent violation shall constitute an infraction punishable by a fine of $25 for each day in violation, but not to exceed $300 annually. Any further violation of the Ordinance may be subject to an administrative action pursuant to the procedures set forth in Article III of Chapter 7 and based on the City's schedule of fines.

Community Outreach

The goal of the City's outreach is to help businesses find affordable compliant products that work for their business needs. City staff and volunteers will help to ensure that the transition away from single-use plastic foodware is as smooth and affordable as possible for the business community. City staff will develop resources to help businesses, and provide one-on-one assistance as needed. Staff will also engage with the local organizations, business community, and non-profit organizations with different outreach methods including social media, mailers, meetings, and door to door conversations with affected businesses.

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 financial impact.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on October 24, 2023 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Michelle McCarron, Assistant City Attorney

ATTACHMENTS

1. Ordinance
2. Presentation

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. _____

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD, CALIFORNIA AMENDING ARTICLE XXIV OF CHAPTER 7 OF THE OXNARD CITY CODE PROHIBITING THE USE AND DISTRIBUTION OF SINGLE-USE PLASTIC FOODWARE

WHEREAS, California Governor Gavin Newsome signed Senate Bill ("SB") 54 into law on June 30, 2022; and

WHEREAS, SB 54 established the Plastic Pollution Prevention and Packaging Producer Responsibility Act, authorizing CalRecycle to create and implement new recyclability and compostability standards for plastic packaging; and

WHEREAS, under SB 54 the City is required to collect and recycle or compost materials CalRecycle identifies as recyclable and compostable ("covered materials"); and

WHEREAS, CalRecycle's deadline to publish this list of recyclable and compostable materials is January 1, 2024; and

WHEREAS, the City is not required to collect any covered material that the City prohibits via ordinance by January 1, 2024; and

WHEREAS, single-use plastic foodware cannot be recycled locally at this time; and

WHEREAS, prohibiting the use or distribution of certain covered material within the City will reduce the amount of covered material that the City's environmental resources division has to process; and

WHEREAS, single-use plastic foodware is frequently used by restaurants and food establishments, including mobile food trucks/vehicles/food vendors, street and sidewalk vendors, and outdoor food sales, as containers for take-out food orders or for leftover food after dining; and

WHEREAS, in January of this year the City adopted an ordinance prohibiting the use, manufacture, and distribution of expanded polystyrene ("EPS") foodware; and

WHEREAS, many cities throughout California have adopted ordinances prohibiting or restricting the distribution of single-use plastic foodware, requiring cost-effective reusable, recyclable, and/or compostable alternatives be used instead; and

WHEREAS, the City intends to enact policies and ordinances in furtherance of the Plastic Pollution Prevention and Packaging Producer Responsibility Act.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

Part 1. Incorporation of Recitals. The findings and determinations reflected above are true and correct, and are incorporated by this reference as though fully set forth herein as the cause and foundation for the action taken by and through this Ordinance.

Part 2. Codified Amendment. The City Clerk is directed to request that the publisher of the City Code add thereto the amendments listed in Parts 3, 4, 5 and 6 of this Ordinance to Chapter 7, Article XXIV as set forth below.

Part 3. Section 7-342 of the City Code is hereby amended to read as follows: The following definitions are added alphabetically as subsections (B), (D), (H) and (I) and, with the following subsections re-lettered accordingly as set forth below:

"(A) AB 1276 - The California State Assembly Bill regulating the distribution of single-use foodware accessories by food vendors to be made available only upon request of the consumer.

(B) SB 54 – The California Senate Bill entitled the Plastic Pollution Prevention and Packaging Producer Responsibility Act requires local jurisdiction to either recycle or prohibit the distribution of certain covered materials, which include but are not limited to single use plastic food ware.

(C) CONSUMER - Has the same meaning as in Cal. Health and Safety Code, Section 113757.

(D) COVERED MATERIAL – Has the same meaning as in Public Resources Code, Section 42041(e)(1)(A) and (B)(i) and (ii).

(E) FOOD FACILITY - Has the same meaning as in Cal. Health and Safety Code, Section 113789.

(F) READY-TO-EAT FOOD - Has the same meaning as in Cal. Health and Safety Code, Section 113881.

(G) REFILLABLE SELF-SERVICE DISPENSER - A container or equipment that is used to hold disposable foodware accessories for customers to obtain at their discretion.

(H) PLASTIC - means a covered material that is a synthetic or semisynthetic material chemically synthesized by the polymerization of organic substances that can be

shaped into various rigid and flexible forms, and includes coatings and adhesives. "Plastic" includes, without limitation, polyethylene terephthalate (PET), high density polyethylene (HDPE),polyvinyl chloride (PVC), low density polyethylene (LDPE), polypropylene (PP), polystyrene (PS), polylactic acid(PLA), and aliphatic biopolyesters, such as polyhydroxyalkanoate (PHA) and polyhydroxybutyrate (PHB). "Plastic" does not include natural rubber or naturally occurring polymers such as proteins or starches.

(I) PLASTIC FOODWARE - means single-use foodware made partially or entirely of plastic.

(J) SINGLE-USE - Designed to be used once and then discarded, and not designed for repeated use and sanitizing.

(K) SINGLE-USE FOODWARE ACCESSORY - All of the following single-use items provided alongside ready-to-eat food:

(1) Utensils, which are defined as forks, knives, spoons, sporks, and chopsticks.

(2) Condiment cups and packets.

(3) Straws.

(4) Stirrers.

(5) Splash sticks.

(6) Cocktail sticks.

(7) Containers, including but not limited to bowls, plates, and trays.

(8) Cups and cup lids.

(L) STANDARD CONDIMENT - Relishes, spices, sauces, confections, or seasonings that require no additional preparation and that are usually used on a food item after preparation, including ketchup, mustard, mayonnaise, soy sauce, hot sauce, salsa, salt, pepper, sugar, and sugar substitutes.

(M) THIRD-PARTY FOOD DELIVERY PLATFORM - Has the same meaning as in Cal. Health and Safety Code, Section 113930.5.**"**

Part 4. Section 7-343 of the City Code is hereby amended as follows: The section title has been changed, subsections (A) and (B) are added, and the following subsections re-lettered accordingly as set forth below:

"SEC. 7-343. REQUIREMENTS FOR FOOD FACILITIES.

(A) No food facility shall use or distribute any single-use plastic foodware within the City of Oxnard.

(B) Food facilities within the City of Oxnard may only use and distribute non-plastic foodware in accordance with this section.

(C) Except as provided in divisions **(E)** and **(F)**, a food facility, for on-premises dining or when using a third-party food delivery platform, **shall not provide any plastic foodware, and** shall not provide any single-use foodware accessory or standard condiment packaged for single use to a consumer unless the single-use foodware accessory or standard condiment is requested by the consumer.

(D) Single-use foodware accessories and standard condiments packaged for single use provided by food facilities for use by consumers shall not be bundled or packaged in a manner that prohibits a consumer from taking only the type of single-use foodware accessory or standard condiment desired without also having to take a different type of single-use foodware accessory or standard condiment.

(E) A food facility may ask a drive-through consumer if the consumer wants a single-use foodware accessory if the single-use foodware accessory is necessary for the consumer to consume ready-to-eat food, or to prevent spills of or safely transport ready-to-eat food.

(F) A food facility that is located entirely within a public use airport, as defined in Section 77.3 of Title 14 of the Code of Federal Regulations, may ask a walk-through consumer if the consumer wants a single-use foodware accessory if the single-use foodware accessory is necessary for the consumer to consume ready-to-eat food, or to prevent spills of or safely transport ready-to-eat food.

(G) (1) A third-party food delivery platform shall provide consumers with the option to request single-use foodware accessories or standard condiments from a food facility serving ready-to-eat food.

(2) If a food facility uses any third-party delivery platform for ready-to-eat food, the food facility shall customize its menu with a list of available single-use foodware accessories and standard condiments, and only those single-use foodware accessories or standard condiments selected by the consumer shall be provided by the food facility. If a consumer does not select any single-use foodware accessories or standard condiments, no single-use foodware accessory or standard condiment shall be provided by the food facility for delivery of ready-to-eat food.

(H) Nothing in this section shall prohibit a food facility from making unwrapped single-use foodware accessories available to a consumer using refillable self-service dispensers that dispense one item at a time to allow for single-use foodware accessories to be obtained.

(I) Nothing in this section shall prohibit a food facility from making standard condiments available to a consumer using refillable self-service dispensers to allow for standard condiments to be obtained. A food facility that offers standard condiments is encouraged to use bulk dispensers for the condiments rather than condiments packaged for single use.

(J) Nothing in this section shall prevent a city, county, city and county, or other local public agency from adopting and implementing an ordinance or rule that would further restrict a food facility or a third-party food delivery platform from providing single-use foodware accessories or standard condiments to a consumer.

(K) A food facility is encouraged, but not required, to take actions in addition to the requirements of this section that support a goal of reducing the use of and waste generated by all single-use food service products.**"**

Part 5. Section 7-344(B)(4) of the City Code is hereby amended as follows:

"(4) Public and private school cafeterias, as referenced in Cal. Health and Safety Code, Section 113789(b)(1), **are partially exempt from this Article with the exception of Section 7-343 subparagraphs (A) and (B)."** .

Part 6. Section 7-345 of the City Code is hereby amended to add subparagraph (F) as set forth below:

"(F) Enforcement of violations involving single-use plastic foodware will begin on January 1, 2025."

Part 7. This ordinance is exempt from the California Environmental Quality Act under section 15061(b)(3), because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Part 8. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

Part 9. Pursuant to Cal. Gov. Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the ordinance.

Part 10. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the

City Clerk, in accordance with Government Code Section 36933. Ordinance No. _____ was first read on _____, 2023, and finally adopted on _____, 2023, to become effective January 1, 2024.

APPROVED AND ADOPTED this _____ day of November, 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

Ordinance to Prohibit Single-Use Plastic Foodware

Chelsey Ballot, Deputy City Attorney
City Attorney Office

City Council
11/07/2023

CITY OF OXNARD CALIFORNIA

Recommendation

That the City Council approve the introduction and first reading by title only and waive any further reading of the ordinance entitled: "Ordinance of the City Council of the City of Oxnard, California Amending Article XXIV of Chapter 7 of the Oxnard City Code Prohibiting the Use and Distribution of Single-Use Plastic Foodware."

(This item is exempt from CEQA pursuant to Title 14 of the California Rules of Regulation section 15061(b)(3))

Background

- June 30, 2022 - Governor Gavin Newsom signed Senate Bill ("SB") 54, establishing the Plastic Pollution Prevention and Packaging Producer Responsibility Act.
  - SB 54 requires the City to collect and recycle or compost materials CalRecycle identifies as recyclable and compostable and designates as a "covered material" pursuant to Public Resource Code section 42041(e)(1)(A) and (B)(i) and (ii).
  - SB 54 provides local jurisdictions, such as the City, authority to pass an ordinance prohibiting the use and distribution of single-use plastic foodware items in the City.

Background

- A City ordinance prohibiting the use of single-use plastic foodware relieves the City of its obligation to recycle single-use plastic foodware.

- Prohibiting single-use plastic foodware will have environmental benefits.

Discussion

- This Ordinance will apply to all single-use plastic foodware as defined below:
  - Plastic - Means a synthetic or semisynthetic material chemically synthesized by the polymerization of organic substances that can be shaped into various rigid and flexible forms, and includes coatings and adhesives.“Plastic” includes, without limitation, polyethylene terephthalate (PET), high density polyethylene (HDPE),polyvinyl chloride (PVC), low density polyethylene (LDPE), polypropylene (PP), polystyrene (PS), polylactic acid(PLA), and aliphatic biopolyesters, such as polyhydroxyalkanoate (PHA) and polyhydroxybutyrate (PHB). “Plastic”does not include natural rubber or naturally occurring polymers such as proteins or starches.

Discussion

- Plastic Foodware - Means single-use foodware made partially or entirely of plastic. Plastic foodware is neither compostable or recyclable.

- Single Use - Means designed to be used once and then discarded, and not designed for repeated use and sanitizing.

Exemptions

- This Ordinance makes the following exemptions for single-use plastic foodware:
  - Correctional institutions, which has the same meaning as in Cal. Penal Code, Section 7502.
  - Health care facilities licensed pursuant to Cal. Health and Safety Code, Article 1 (commencing with Section 1250) of Chapter 2 of Division 2 or facilities that are owned or operated by a health care service plan licensed pursuant to Cal. Health and Safety Code, Chapter 2.2 (commencing with Section 1340) of Division 2.
  - Residential care facilities licensed pursuant to Cal. Health and Safety Code, Division 2 (commencing with Section 1200).

Businesses Subject to the Ordinance

- Food Facilities - as defined in Cal. Health and Safety Code Section 113789 is an operation that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption at the retail level, including, but not limited to, the following: (1) An operation where food is consumed on or off the premises, regardless of whether there is a charge for the food; and (2) A place used in conjunction with the operations described in this subdivision, including, but not limited to, storage facilities for food-related utensils, equipment, and materials. Additionally, a Food facility includes permanent and nonpermanent food facilities.

Implementation and Enforcement

- This Ordinance will take effect January 1, 2024, however enforcement actions under the ordinance will not begin until January 1, 2025, to allow time for outreach to the impacted businesses and organizations, and coordination with City's Community Development, Code Compliance and Environmental Resources departments.

- This period will also allow businesses and organizations to use previously purchased non-compliant product(s) and receive information about resources for compliant products.

- This enforcement date of the Ordinance is consistent with the requirements of SB54.

Community Outreach

- The goal of the City's outreach is to help businesses find affordable compliant products that work for their business needs.

- Staff will engage with local organizations, business community, and non-profit organizations with different outreach methods including social media, mailers, meetings, and door to door conversations with affected businesses.

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.

CITY OF OXNARD CALIFORNIA

QUESTIONS?

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.3

DATE: November 7, 2023

TO: City Council

FROM: Jason Benites, Police Chief, (805) 385-7624, jason.benites@oxnardpd.org

SUBJECT: Fifth Amendment to Agreement A-7858 with Axon Enterprises, Inc. for Body Worn Camera and Other Services Utilized by the Police Department (10 minutes).

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a Fifth Amendment to contract A-7858 with Axon International, Inc., increasing the contract's total agreement amount to $4,102,311.26.

(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/OG-QDTqUPUc

BACKGROUND

In March of 2016, City Council approved the original agreement with Axon International in the amount of $375,608.65. The agreement was for the purchase of fifty (50) body-worn cameras (BWC's), with an Officer Safety Plan (OSP). The OSP includes BWC's and Taser brands conducted energy weapons (CEW's); this is most commonly referred to as a "Taser." BWC's have been shown to have a positive impact on the public's perception and confidence in the police. Overall, BWC's improve police-community interactions, as well as promote transparency in operational procedures.

In September of 2016, City Council approved the First Amendment to the Agreement, in the amount of $729,808.27 for the purchase of an additional one hundred (100) BWC's including the OSP.

In March of 2018, City Council approved the Second Amendment to the Agreement, in the amount of $268,973.55, for the purchase of fifty (50) more BWC's. This purchase did not include an Officer Safety Package, thus Taser CEW's were not included. The Police Department currently has an inventory of two hundred (200) BWC's that are assigned to sworn personnel.

On March 17, 2020, City Council approved a Third Amendment to the Agreement, which made the following changes to the existing contract: 1) added 66 licensed users to Evidence.com, 2) added Redaction Assistant software, 3) added eighty (80) units of Signal Vehicle for patrol vehicles, 4) added a video recording system for six (6) interview rooms at police headquarters, and 5) ratified the purchase of fifty (50) Taser CEW's.

On June 29, 2021, City Council approved a Fourth Amendment which consolidated all contracts with Axon into the existing Agreement (A-7858) and included the following changes: 1) All licenses within the Evidence.com evidentiary management system updated (Auto-Tagging and Redaction Assistant included), 2) all Tasers to the latest Taser 7 CEW model, and 3) Axon Air software for the Unmanned Aerial Systems (UAS) added. All licenses and features within Evidence.com and the upgrade to Taser 7 were part of the upgraded Officer Safety Plan 7 (OSP7). The overall first-year cost for the Officer Safety Plan 7 was $471,238.13; years 2-5 will be $488,474.86.

The Fifth Amendment addresses a minor error in the language of the Fourth Amendment, which was written to increase the contract “to" $2,451,318.01. The Fifth Amendment will correct the language to increase the Agreement “by" $2,451,318.01, increasing the total amount of the agreement to $4,102,311.26. These additional funds were already budgeted by the Police Department using the State Supplemental Law Enforcement Services Fund (SLESF) at the time the Fourth Amendment was executed.

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

Product	Year 1 (FY2021-22)	Year 2 (FY2022-23)	Year 3 (FY2023-24)	Year 4 (FY2024-25)	Year 5 (FY2025-26)
OSP7	$471,238.13	$477,962.82	$477,962.82	$477,962.82	$477,962.82
Gap Coverage	$8,298.00	$0.00	$0.00	$0.00	$0.00
Interview Room	$8,882.44	$1,512.04	$1,512.04	$1,512.04	$1,512.04
Axon Air	$9,000.00	$9,000.00	$9,000.00	$9,000.00	$9,000.00
Totals	$497,418.57	$488,474.86	$488,474.86	$488,474.86	$488,474.86

For Fiscal Year 2023-2024 (year 3), $375,000 has been budgeted from the General Fund. The remaining balance will be covered by the State Supplemental Law Enforcement Services Funds (SLESF) Grant. There is sufficient funding from the SLESF Grant to fund the additional cost of the amendment with the corrected language.

For Finance Use Only: General Fund (Org.1012111 Obj. 53200), State & Local Grant Fund (Org. 2102131 Obj. 53200 Project G2319)

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Rocky Marquez, Police Commander

ATTACHMENTS

1. 5th Amendment of Axon Agreement_to be signed

FIFTH AMENDMENT TO MASTER SERVICES AND PURCHASING AGREEMENT FOR BODY-WORN CAMERA SYSTEM

This Fifth Amendment ("Fifth Amendment") to the Master Services and Purchasing Agreement for Body-Worn Camera System ("Agreement") is made and entered into in the County of Ventura, State of California, this 7th day of November 2023, by and between the City of Oxnard, a municipal corporation ("City"), and Axon Enterprise, Inc. ("Vendor"). This Fifth Amendment amends the Agreement entered into on March 22, 2016, by City and Vendor. The Agreement previously has been amended on September 13, 2016, by a First Amendment, on March 20, 2018, by a Second Amendment, on March 17, 2020, by a Third Amendment, and on June 26, 2021, by a Fourth Amendment.

City and Vendor agree as follows:

1. The amount of the Agreement, "$2,451,318.01", is hereby deleted and replaced with "$4,102,311.26".

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		**AXON ENTERPRISE, INC.**	
☒ John C. Zaragoza, Mayor[1]	Date	Robert Driscoll, VP Sales	Date
		Jawad Ahsan, CFO	Date

ATTEST:

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

APPROVED AS TO FORM:

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

1

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.4

DATE: November 7, 2023

TO: City Council

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

SUBJECT: Agreement 32400108 with Los Angeles Truck Centers, LLC dba Velocity Truck Centers for Repair and Maintenance of Autocar Refuse Trucks, Allison Transmissions, Freightliner Trucks and Detroit and Cummins Engines (10 minutes).

RECOMMENDATION

That the City Council approve and authorize an Agreement with Los Angeles Truck Centers, LLC dba Velocity Truck Centers for a one-year term with the option to extend for four consecutive one-year periods for a maximum contract term of five years, and a total contract not-to-exceed amount over the entire possible contract term of $1,250,000 for the repair and maintenance of Autocar refuse trucks, Allison transmissions, Freightliner trucks and Detroit and Cummins engines as part of the City's equipment fleet on an on-call/as needed basis.

(Public Works and Transportation Committee approved 3-0 on October 10, 2023)

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

BACKGROUND

The Fleet Services Division of the Public Works Department performs maintenance and repairs of the City's 959 fleet vehicles and equipment valued over $52 million. The City's fleet consists of 78 Autocar refuse trucks, six Freightliner dump trucks, and 20 fire apparatus that have Allison transmissions and a mixture of Cummins and Detroit engines. Although the Fleet Division performs the majority of the maintenance on these vehicles, Fleet Services requires a vendor to provide as-needed repairs and overflow maintenance to minimize downtime.

Fleet Services has been using Velocity Truck Centers (Velocity) formerly known as Big T's for over 20 years. Velocity is the local Autocar and Freightliner service and support partner in addition to being the local Allison transmissions, Cummins engine and Detroit engine dealer. Any major rebuilds or warranties are performed by authorized dealers; therefore, it is necessary to obtain warranty, repairs and OEM parts from Velocity.

DISCUSSION

Velocity is the only maintenance and repair shop authorized by Autocar and Freightliner. Velocity is also the local provider for original equipment maintenance (OEM) parts for Allison Transmission, Cummins Engine, and Detroit Engine. City Purchasing Policy allows for the City to enter into agreements with vendors without competitive bidding when there is only a single source available to provide the required products and/or services. Having access to the authorized repair shop with access to OEM parts ensures maintenance can be performed in an efficient manner and warranty services can be obtained.

Refuse collection operates six days a week and requires more maintenance to keep them in a safe and reliable operating condition. Thirty of the 78 Autocar refuse trucks have more than 100,000 miles and average over 18 years of in-service

use. In order to keep up with the maintenance and repairs, Fleet Services requires some of these services to be performed by Velocity under the direction of Fleet Services. These vehicles are extremely complex with several mechanical, electrical, and hydraulic systems requiring upkeep and repairs. These systems are used repetitively throughout the daily use of refuse vehicles, resulting in significant wear on the parts.

The Fire Department has a 24/7 operation that requires all apparatus and equipment to be ready to go at any moment's notice. Fire has 20 trucks and has standardized to Pierce Fire Apparatus that is equipped with Detroit and Cummins engines along with Allison transmissions. In order to keep up with the maintenance and repairs, Fleet Services requires some of these services to be performed by Velocity under the direction of Fleet Services.

Velocity Truck Centers is located in Oxnard and meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State. Based upon the available information and research performed to date, staff believes the vendor is capable of satisfactorily completing the services in this Agreement. Thus, staff recommends that the City Council award this Agreement to Velocity Truck Centers.

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

The total cost for this agreement with Velocity Truck Centers shall not exceed $1,250,000 through November 7, 2028, if extended. Funding will begin in Fiscal Year 2023-24 and there are sufficient funds in the Fleet Services Fund (741) in the City Council approved FY 2023-24 Operating Budget. Subsequent fiscal year funding will be requested in the annual budget process. The estimated spending plan per year is as follows:

Estimated Spending Plan for Velocity Truck Centers

Account Number	FY 2023-24 8 months	FY 2024-25 12 months	FY 2025-26 12 months	FY 2026-27 12 months	FY 2027-28 12 months	FY 2028-29 4 months	TOTAL
7413750 -55030	$100,000	$125,000	$125,000	$125,000	$125,000	$25,000	**$625,000**
7413750 -52110	$100,000	$125,000	$125,000	$125,000	$125,000	$25,000	**$625,000**
TOTAL	**$200,000**	**$250,000**	**$250,000**	**$250,000**	**$250,000**	**$50,000**	**$1,250,000**

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on October 10, 2023 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Brian Yanez, Assistant Public Works Director, Jose Arreola, Fleet Services Manager

ATTACHMENTS

1. Agreement 32400108
2. Presentation

ON-CALL / AS-NEEDED TRADE SERVICE AGREEMENT BETWEEN THE CITY OF OXNARD AND LOS ANGELES TRUCK CENTERS, LLC dba VELOCITY TRUCK CENTERS

By This Trade Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of Los Angeles Truck Centers, LLC dba Velocity Truck Centers ("SERVICE PROVIDER"), and SERVICE PROVIDER agrees to perform the services for CITY as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. CITY and SERVICE PROVIDER may be individually referred to as "Party" or collectively as the "Parties."

1. SUMMARY DESCRIPTION OF SERVICES. This agreement is for the repair and maintenance of Autocar Refuse Trucks, Allison Transmissions, Freightliner Trucks and Detroit and Cummins engines to the City of Oxnard equipment fleet on an on-call / as-needed basis.

2. PARTIES.

CITY OF Oxnard ("CITY"), a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030

Velocity Truck Centers ("SERVICE PROVIDER"), a corporation of the State of California, located at 2501 Camino Del Sol, Oxnard, California 93030

3. TERM OF AGREEMENT: From: November 8, 2023 To: November 7, 2024

3.1 Time is of the essence in this Agreement.

3.2 The CITY shall have the option for (4) four consecutive (1) one-year extensions, in accordance with the scope of work and general terms and conditions of the Trade Services Agreement. Any price increases or decreases shall be negotiated at time of contract extension

OR

3.3 Any Optional Extension (initial term, plus any option to extend) shall not exceed a total of five (5) years. The CITY in its sole discretion may exercise the optional extension upon 60 days written notice to the SERVICE PROVIDER in accordance with Section 11 of this Agreement. SERVICE PROVIDER shall issue its written consent to the CITY's exercise of the option extension within 10 days

of receipt of notice from the CITY. All Notices shall comply with Section 20 of this Agreement.

3.4 All services required of SERVICE PROVIDER under this Agreement shall be completed on or before the end of the term of the Agreement.

4. AGREEMENT AMOUNT NOT TO EXCEED: $1,250,000.

5. AGREEMENT EXHIBITS: The following documents memorialized below are the only exhibits to this agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A: Scope of Services
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-V
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy
Exhibit F: Iran Contracting Certification

6. DESIGNATED REPRESENTATIVES.

The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, SERVICE PROVIDER's services shall be performed or immediately supervised by the SERVICE PROVIDER's Representative:

CITY Designated Representative:
Name: Jose Arreola
Title: Fleet Services Manager
Phone: 805-385-8011
Email: jose.arreola@oxnard.org
Mailing Address (if differs from above):
1060 Pacific Ave., Bldg. 2
Oxnard, California 93030

SERVICE PROVIDER Designated Representative:
Name: Louie Garcia
Title: Regional Parts & Service Manager
Phone: 213-272-5680
Email: lgarcia@vvgtruck.com
Mailing Address (if differs from above):

7. CONTRACTUAL PREREQUISITES.

7.1. This Agreement must first be executed by the SERVICE PROVIDER, after which the Agreement shall be approved as to form by the CITY Attorney, then executed by the Mayor, or an authorized person on behalf of the CITY, and if executed by the Mayor shall also be executed by the CITY Clerk.

7.2. A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the CITY prior to the time this Agreement is executed.

7.3. All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.

7.4 SERVICE PROVIDER shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

8. SERVICE PROVIDER'S SERVICES.

8.1 SERVICE PROVIDER shall perform the tasks, obligations, and services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 12 of this Agreement.

8.2 The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. SERVICE PROVIDER hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the scope of services under this Agreement.

9. COMPENSATION.

CITY shall pay SERVICE PROVIDER for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as **"**Exhibit B." CITY shall pay SERVICE PROVIDER an amount not to exceed the amount is listed in Section 4 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 12 of this Agreement, and may be subject to approval by the City Council.

9.1 Price Adjustments. Unless otherwise stated, prices are maximum for the term of the Contract. Price adjustments, if allowed under this Contract, must be requested in writing and accompanied by the required information to substantiate the request for price adjustment, as set forth in the Contract. Any allowable request for price adjustment must be delivered to the CITY at least 30 days before the adjusted prices become effective. No price adjustment allowable under this Contract will be granted retroactively. The CITY must also be given the benefit of any decline in prices. If any price increase is granted by the CITY, the increase shall not be greater than 3% from the prior year.

10. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within forty-five (45) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within forty-five (45) days after receipt of such invoice, notify the SERVICE PROVIDER of the item(s) being disputed and the reason(s) therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

10.1 Payment Request. SERVICE PROVIDER shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: **pwinvoices@oxnard.org**.

10.2 Non-Appropriation of Funds. Payments to be made to SERVICE PROVIDER by CITY for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of CITY. In the event CITY does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which CITY appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

10.3 SERVICE PROVIDER's acceptance of final payment made pursuant to this Agreement shall constitute a release of CITY from all claims and liabilities for compensation to SERVICE PROVIDER for anything completed, finished or relating to the Services. CITY's payment shall not constitute nor be deemed a release of the responsibility and liability of SERVICE PROVIDER 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 SERVICE PROVIDER and its employees, agents and Subcontracted service providers.

10.4 SERVICE PROVIDER 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 SERVICE PROVIDER or materials or products provided to CITY by SERVICE PROVIDER, SERVICE PROVIDER shall pay the sales tax. CITY shall not reimburse SERVICE PROVIDER for sales taxes paid by SERVICE PROVIDER.

11. OPTION TO EXTEND AGREEMENT.

When in the CITY's best interest, this Agreement may only be extended, if the City in its discretion exercises the option to extend pursuant to Section 3.2 and 3.3 of the Agreement. The initial term, plus any option to extend, shall not exceed a total of

five (5) years. **If no option to extend the Agreement appears in section 3.2, then this Agreement shall not be extended.**

12. MODIFICATION OF AGREEMENT.

This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the Oxnard Municipal Code, Article IV, Sections 4-59 and 4-60.

13. TERMINATION OF AGREEMENT.

CITY may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 20 of this agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. CITY shall be liable to SERVICE PROVIDER only for work done by SERVICE PROVIDER up to and including the date of termination of this Agreement unless the termination is for cause, in which event SERVICE PROVIDER need be compensated only to the extent required by law. SERVICE PROVIDER may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) calendar days' written notice.

14. INDEPENDENT CONTRACTOR

SERVICE PROVIDER is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of SERVICE PROVIDER or any of its employees, except as stated in this Agreement. SERVICE PROVIDER has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting SERVICE PROVIDER. This Agreement shall not be interpreted to prevent or preclude SERVICE PROVIDER from rendering any services for SERVICE PROVIDER's own account or to any other person or entity as SERVICE PROVIDER in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the SERVICE PROVIDER shall perform for the City. The CITY retains the right to provide general instructions to and observe the SERVICE PROVIDER in the performance of all services done on behalf of the CITY.

SERVICE PROVIDER and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. SERVICE PROVIDER and its employees are not employees of City. SERVICE PROVIDER and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation

insurance benefits. SERVICE PROVIDER shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

15. LAWFUL PERFORMANCE.

SERVICE PROVIDER shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. SERVICE PROVIDER, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

16. SAFETY REQUIREMENTS.

SERVICE PROVIDER shall not perform any services for the CITY when the SERVICE PROVIDER is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the CITY's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The CITY reserves the right to issue restraining or cease and desist orders to SERVICE PROVIDER when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of SERVICE PROVIDER's work by CITY shall not operate as a release of the SERVICE PROVIDER from such standard of care and workmanship.

17. OWNERSHIP OF SERVICE PROVIDER'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE.

CITY shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by SERVICE PROVIDER in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by CITY.

17.1. Records and Inspections. The SERVICE PROVIDER shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The CITY shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

17.2. Deliverables. SERVICE PROVIDER shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and SERVICE PROVIDER shall, upon completion of all work, submit to

the CITY all information developed in the course of the SERVICE PROVIDER's services. SERVICE PROVIDER shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. SERVICE PROVIDER shall, upon request by CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to SERVICE PROVIDER by the CITY.

17.3. Ownership – Generally. All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. SERVICE PROVIDER agrees that CITY may make modifications to computer software furnished by SERVICE PROVIDER without infringing SERVICE PROVIDER's copyright or any license granted to CITY, unless otherwise agreed.

17.4. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the SERVICE PROVIDER pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

17.5. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. SERVICE PROVIDER may be granted access to information that is exempt from disclosure to the public (Government Code Section 6254 and 6254.16) and may contain "trade secrets" (see Government Code Section 6254.7(d)) when it is necessary for SERVICE PROVIDER to perform its obligations pursuant to this Agreement. If SERVICE PROVIDER is granted such access to confidential information, SERVICE PROVIDER shall not be considered to be a member of the public as that term is used in Government Code Section 6254.5.

17.6. Disclosure of Information. SERVICE PROVIDER shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to SERVICE PROVIDER by the CITY or other information to which the SERVICE PROVIDER has had access during the term of this Agreement without the prior written approval of the CITY's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

17.7. No Warranty. Other than an obligation upon the CITY to deal in good faith, the CITY makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by SERVICE PROVIDER in reliance on any Confidential Information disclosed under this Agreement.

18. ASSIGNMENT.

This Agreement is for the non-professional services of SERVICE PROVIDER. Any attempt by SERVICE PROVIDER to assign the benefits or burdens of this Agreement without the prior written approval of CITY shall be prohibited and shall be null and void. SERVICE PROVIDER's services pursuant to this Agreement shall be provided by the SERVICE PROVIDER's Designated Representative or directly under his/her supervision, and SERVICE PROVIDER shall not assign another to supervise the SERVICE PROVIDER's performance of this Agreement without the prior written approval of CITY, by and through the CITY's Designated Representative.

19. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 20.

20. NOTICES.

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 6. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

21. COVENANTS AND CONDITIONS.

Each term and each provision of this Agreement to be performed by SERVICE PROVIDER shall be construed to be both a covenant and a condition.

22. WAIVER.

CITY's review or acceptance of, or payment for, work product prepared by SERVICE PROVIDER under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from SERVICE PROVIDER's performance. A waiver by CITY of any breach of

any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

23.1 As a separate and independent covenant from SERVICE PROVIDER's obligations under this section, SERVICE PROVIDER shall to the fullest extent permitted by law, immediately defend, indemnify, and hold harmless CITY, its legislative and advisory bodies, and the CITY's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with SERVICE PROVIDER's performance of this Agreement or SERVICE PROVIDER'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. SERVICE PROVIDER'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 any of the Indemnitees.

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

23.3 The review, acceptance or approval of SERVICE PROVIDER's work or work product by any of the Indemnitees shall not affect, relieve or reduce SERVICE PROVIDER's indemnification or defense obligations. SERVICE PROVIDER waives any right of contribution against CITY or any of CITY's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by SERVICE PROVIDER

pursuant to this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to Section 24. The SERVICE PROVIDER's obligations under this Section of the Agreement shall survive the termination of the Agreement.

23.4 SERVICE PROVIDER agrees to pay all required taxes on amounts paid to SERVICE PROVIDER under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. SERVICE PROVIDER shall be solely responsible for, and shall save CITY harmless from, all matters relating to the payment of SERVICE PROVIDER's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. CITY shall have the right to offset against the amount of any compensation due to SERVICE PROVIDER under this Agreement any amount due to CITY from SERVICE PROVIDER as a result of its failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

24. INSURANCE.

SERVICE PROVIDER shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that SERVICE PROVIDER obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. SERVICE PROVIDER shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of insurance coverages by SERVICE PROVIDER is a material element of this Agreement. SERVICE PROVIDER'S failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS.

During the term of this Agreement, SERVICE PROVIDER understands and agrees that if Living Wages are applicable subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit D" to this Agreement. SERVICE PROVIDER will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

26. PREVAILING WAGE REQUIREMENTS.

26.1. Application. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees.

26.2. Compliance with California Department of Industrial Relations (DIR). To determine if this Agreement is subject to compliance monitoring and enforcement, go to:
https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html

26.3. Contract Splitting. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

26.4. Use of Prevailing Wages vs. Living Wages. In the event that there is a difference between the amount of wages to be paid under the CITY of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

27. CONFLICT OF INTEREST

SERVICE PROVIDER covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of SERVICE PROVIDER's services under this Agreement. SERVICE PROVIDER further covenants that in the performance of services under this Agreement, no officer, employee or agent of SERVICE PROVIDER having such interest shall be employed by it. In the event the CITY determines that SERVICE PROVIDER must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, SERVICE PROVIDER shall file such Form 700 with the CITY Clerk's Office pursuant to the written instructions provided by the CITY Clerk. Acquisition or maintenance of a conflicting interest by SERVICE PROVIDER may result in termination of this Agreement by the CITY.

28. IRAN CONTRACTING ACT

In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any CONSULTANT that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars ($1,000,000) or more, must certify, that the CONSULTANT is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran

described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

A CONSULTANT is ineligible to enter into any contract with the CITY for goods or services of one million dollars ($1,000,000) or more if the CONSULTANT engages in investment activities in Iran. CONSULTANT must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as Exhibit F**.**

29. [RESERVED]

30. DISPUTES.

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the CITY's Designated Representative, who shall reduce this decision to writing and mail a copy to the SERVICE PROVIDER. The decision of the CITY's Designated Representative shall be final and conclusive unless SERVICE PROVIDER requests mediation within ten (10) calendar days. Pending final decision of a dispute, the SERVICE PROVIDER shall proceed diligently with the performance of the Agreement and in accordance with the decision of the CITY's Designated Representative.

31. DISPUTE RESOLUTION.

Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. AUDIT.

CITY shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by SERVICE PROVIDER in preparing its billings to CITY as a condition precedent to any payment to SERVICE PROVIDER; or for other purposes relating to the Agreement. SERVICE PROVIDER will promptly furnish all

documents requested by CITY. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit SERVICE PROVIDER for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, SERVICE PROVIDER 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. SERVICE PROVIDER 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. SERVICE PROVIDER shall include a copy of this Section in all contracts with its subcontractors, and SERVICE PROVIDER 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.

33. ADVERTISING AND PUBLICITY

SERVICE PROVIDER shall not use the name of or refer to CITY directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

34. NONDISCRIMINATORY EMPLOYMENT.

SERVICE PROVIDER shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. SERVICE PROVIDER understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, SERVICE PROVIDER shall be responsible for such subcontractor's compliance with this Section.

35. FORCE MAJEURE.

Neither the SERVICE PROVIDER nor the CITY shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the CITY.

36. GOVERNING LAW.

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

37. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

38. INTEGRATED AGREEMENT.

This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

39. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

40. AUTHORITY TO EXECUTE.

Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

41. EXECUTION – COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

42. INCONSISTENT OR CONFLICTING TERMS.

In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached,

as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the CITY are not binding upon the CITY's Designated Representative unless specifically agreed to in writing, and initiated by CITY's Designated Representative, as to each additional contractual term or condition.

43. ACKNOWLEDGEMENT.

By signing below, SERVICE PROVIDER acknowledges that it has reviewed the CITY's Trade Services Agreement terms and conditions and insurance requirements and that SERVICE PROVIDER hereby agrees to full compliance.

[Signatures on next page]

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

CITY OF OXNARD

☒John C. Zaragoza, Mayor[1] Date

☐Jennifer Yates, [2]
Purchasing Manager

LOS ANGELES TRUCK CENTERS, LLC DBA VELOCITY TRUCK CENTERS

Conan Barker, President Date

Bryan Kobus, CFO[3] Date

ATTEST:

Rose Chaparro, CITY Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

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

[1] The City Council must authorize and the Mayor must execute any agreement over $200,000.

[2] The Purchasing Agent may execute any authorized agreement up to $200,000.

[3] 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

TRADE SERVICE AGREEMENT
(CITY of Oxnard and Los Angeles Truck Centers, LLC dba Velocity Truck Centers)

SCOPE OF SERVICES

SERVICE PROVIDER shall provide parts, mechanical and electrical repairs, body repair and painting, to Autocar trucks, Allison Transmissions, Freightliner Trucks and Detroit and Cummins engines for warranty claims and/or repairs to the City of Oxnard equipment fleet on an as needed basis. The work shall be performed at the proposer's shop unless otherwise agreed to in writing by the City of Oxnard.

Mechanical Inspections, Maintenance and Repair:

SERVICE PROVIDER must be able to provide the appropriate staffing resources, tools, parts, materials, supplies, and diagnostic equipment to perform maintenance, repair, inspections, and other services as needed.

Maintenance:

Includes but is not limited to: fluid and filter replacements, brake and belt replacements, and service to common mechanical and electrical systems. The activities are typically in accordance with the original equipment manufacturers recommended services.

Mechanical Repair: Includes but not limited to electrical system, cooling system, fuel system, HVAC and includes replacement of defective or failed parts, and modifications to vehicles.

Inspections:

Includes completing all Federal and State required vehicle inspections and certifications for regulated and non-regulated vehicles. These include the 90-day State Basic Inspection of Terminals (BIT) Program, safety inspections subject and not subject to California Vehicle Code section 34500 VC,

Body Repair and Painting:

SERVICE PROVIDER shall provide body repair and painting services for the City's Autocar equipment, to include but not be limited to general body repair, dent repair, component replacement for exterior/interior body components, collision damage repair, glass repair/replacement including windshields, painting all or portions of equipment bodies, and other repair services. Bent parts are to be straightened and reinforced or replaced if necessary. In the event that vehicle decals are damaged, the proposer will

install new decals to the repaired vehicle. Decal removal and installation are to be included in the repair estimate.

General Shop Requirements:

SERVICE PROVIDER shop will meet the following minimum requirements:

a) Be able to perform complete mechanical and body repairs, as well as paint equipment.
b) Maintain a paint booth that is in legal compliance with all applicable laws.
c) Maintain a secure storage area for all City of Oxnard owned vehicles.
d) Possess a MIG and TIG welder or other electric spot welding equipment for body welding including aluminum body repairs. The proposer shall ensure that the vehicle computer systems are disconnected from the vehicle before any welding is done. The proposer is to replace, at his/her expense, any vehicle onboard computers damaged by not disconnecting the computers before any welding operations.

Estimate Process Requirements:

SERVICE PROVIDER will provide estimates for mechanical, body repair and painting on an as needed basis as requested by the City of Oxnard. Estimates will include:

a) Make, model and mileage of vehicle license plate number, VIN number and City of Oxnard unit number
b) Itemized list of description of work to be performed
c) Estimated number of labor hours of task
d) Itemized list of parts and paint materials costs
e) All incidentals or miscellaneous shop supplies and charges shall be included and priced accordingly
f) Total repair estimate is to include sales tax
g) Approximate schedule to complete the repairs after receiving a notice to proceed
h) If applicable, any recommendations for future repairs
i) All estimates shall be from an applicable industry standard Collision and Estimating Reference Guide used by insurance appraisers. Proposers shall provide the name and version of the guide or software used

Prior to any repair, the SERVICE PROVIDER and City of Oxnard Fleet Service Writer or Fleet Supervisor will review the estimate and confirm that the estimate includes an accurate description of the vehicle condition. All repair estimates must be approved by the City of Oxnard in writing in advance of work being performed. Repair work will not start until a notice to proceed is received. Vendor shall assume full liability and responsibility for all equipment and contents (including radios, aftermarket lighting and other standard or installed equipment) placed in its custody by the City of Oxnard under this contract.

Parts:

All parts used to provide repairs will be new Autocar Certified Original Equipment Manufacturer (OEM). Any and all incidental charges shall be included in the vendors hourly rate. Vendor shall furnish new unused O.E.M., remanufactured O.E.M., vehicle

body parts, materials and labor as required in accordance with the provisions and specifications contained herein. If OEM parts are not available or obsolete, notification to the City of Oxnard is required for approval.

Alignment:

SERVICE PROVIDER shall perform realignment of all equipment when needed. This shall be a thrust alignment for frame vehicles and four wheel alignment for unibody vehicles. A printout of the readings after the alignment will be included in each repair order. Vendor will ensure personnel or sub-contractor is qualified to perform alignment work.

Frame Work:

SERVICE PROVIDER shall perform frame straightening of all equipment when needed. Vendor will ensure personnel or sub-contractor is qualified to perform all framework.

Major Repairs:

If metal body or plastic components are damaged beyond repair, the damaged area will be cut out and replaced with new metal or plastic that is equal to or greater than the original thickness of the component.

Painting Process Requirements:

The paint process will consist of the following in the order listed, utilizing the latest state-of the-art painting and paint matching systems, mixing tools, California compliant water based or solvent based paints and clear coats and spraying tools:

- Primer
- Base Coat
- Clear Coat

Warranty:

All parts and supplies provided shall be warranted for a minimum period of twelve (12) months or twelve thousand (12,000) miles, or for any manufacturer warranty period, whichever is greater. Warranted parts shall be replaced with new parts. All warranty information will be made available to the City of Oxnard. Unsatisfactory repairs include, but are not limited to, paint swirls, fish eye blemishes, mismatched paint color, buffer burns, as well as any other defects and/or imperfection in body work or paint finish.

EXHIBIT B

TRADE SERVICE AGREEMENT
(CITY of Oxnard and Los Angeles Truck Centers, LLC dba Velocity Truck Centers)

SCHEDULE OF COMPENSATION

RATES	
Labor (Hourly Rate)	$162.00
Cummins Parts/Material Pricing (Discount)	55% off MSRP
Detroit Parts/Material Pricing (Discount)	47% off MSRP
Freightliner Parts/Material Pricing (Discount)	25% off MSRP
Autocar Parts/Material Pricing (Discount)	38% off MSRP
Allison Parts/Material Pricing (Discount)	58% off MSRP
Aftermarket Pricing/Material Pricing (Discount)	58% off MSRP

EXHIBIT C

TRADE SERVICES AGREEMENT
(CITY of Oxnard and Los Angeles Truck Centers, LLC dba Velocity Truck Centers)

INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/SERVICE PROVIDER/SELLER/BIDDER (hereafter referred to as "SERVICE PROVIDER") must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

Exhibit INS-V

INSURANCE REQUIREMENTS FOR VENDORS/CONTRACTORS
(WHO REPAIR, INSTALL OR MAINTAIN VEHICLES AND EQUIPMENTS IN VENDORS/CONTRACTORS CARE, CUSTODY AND CONTROL)

City of Oxnard's Fleet Services Department cannot process any transactions until the following insurance documents have been submitted.

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.

Commercial General Liability Insurance, including Contractual Liability in an amount not less than $1,000,000 Occurrence/$2,000,000 Aggregate for bodily injury and property damage for each claimant for General Liability with coverage equivalent to Insurance Services Office Garage Insurance Coverage form. Contractor is required to provide Additional Insured Endorsement naming City of Oxnard as additional insured.

Business Automobile Liability Insurance in an amount of $1,000,000 combined single limit for bodily injury and property damage which may arise from or in connection with the performance of services hereunder by Vendor/Contractor, its agents, representatives, employees or subcontractors. Contractor is required to provide Additional Insured Endorsement naming City of Oxnard as additional insured.

When City vehicles are in the care, custody and control of the Contractor, Garagekeepers Legal Liability in an amount not less than $1,000,000 per claimant must be provided.

Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

1. Contractor shall, prior to performance of any services, file with the Risk Manager, certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-T. 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

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. Contractor is responsible to provide immediate notification to Risk Manager in the event coverage is suspended, voided, canceled or reduced in coverage.

Contractor agrees that the Commercial General Liability Insurance and Garagekeepers Legal 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. **Required forms for Commercial General Liability Insurance and Garagekeepers Legal Liability Endorsements are ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037, or equivalent.**

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

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.

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.

8/23

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-V.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

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

SAMPL

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 462500-4299 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

Telephone:

NAMED INSURED

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

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made
☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

OTHER PROVISIONS

CLAIMS:
Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: (____) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

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, "occurrence" form CG 0001; or
If excess, affords coverage which is at least as broad as the primary insurance form CG 0001.

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 462500-4299 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

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

OTHER PROVISIONS

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

_____

Telephone: (____) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 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 _____

Rev. 8/23

EXHIBIT D

TRADE SERVICES AGREEMENT
(CITY of Oxnard and Los Angeles Truck Centers, LLC dba Velocity Truck Centers)

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. SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than $18.89 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

D. In addition, if SERVICE PROVIDER fails to comply with the Living Wage Policy in any manner, SERVICE PROVIDER 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. SERVICE PROVIDER shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to SERVICE PROVIDER of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2023

SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than $18.89 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2024, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. SERVICE PROVIDER 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.

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

c. In addition, if SERVICE PROVIDER fails to comply with the Living Wage Policy in any manner, SERVICE PROVIDER 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. SERVICE PROVIDER shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to SERVICE PROVIDER of the amount owed.

EXHIBIT E

TRADE SERVICES AGREEMENT
(CITY of Oxnard and Los Angeles Truck Centers, LLC dba Velocity Truck Centers)

PREVAILING WAGE

1. SERVICE PROVIDER acknowledges that the Project defined in the Agreement between SERVICE PROVIDER and CITY is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. SERVICE PROVIDER shall perform the Project as a public work. SERVICE PROVIDER shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.

2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. SERVICE PROVIDER acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and SERVICE PROVIDER shall post such rates at each job site covered by this Agreement.

3. SERVICE PROVIDER is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. SERVICE PROVIDER shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. SERVICE PROVIDER shall, as a penalty to CITY, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by SERVICE PROVIDER or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. SERVICE PROVIDER shall comply with Labor Code Section 1776, which requires SERVICE PROVIDER and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2)

certify and make such payroll records available for inspection, and (3) inform CITY of the location of the records.

6. SERVICE PROVIDER shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, SERVICE PROVIDER shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, SERVICE PROVIDER and each of its subcontractors shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. SERVICE PROVIDER may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, SERVICE PROVIDER must immediately notify CITY.

8. SERVICE PROVIDER is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. SERVICE PROVIDER shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.

9. SERVICE PROVIDER acknowledges that 8 hours labor constitutes a legal day's work. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1810.

10. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. SERVICE PROVIDER shall, as a penalty to CITY, forfeit $25 for each worker employed in the performance of this Agreement by SERVICE PROVIDER or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by SERVICE PROVIDER's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation

for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. SERVICE PROVIDER shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. SERVICE PROVIDER shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. SERVICE PROVIDER shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, SERVICE PROVIDER shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, SERVICE PROVIDER shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify CITY, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Service Provider, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of SERVICE PROVIDER under this Section shall survive Agreement termination.

EXHIBIT F

TRADE SERVICES AGREEMENT
(CITY of Oxnard and Los Angeles Truck Centers, LLC dba Velocity Truck Centers)

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)
Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to,or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars ($1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete **one** of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION
I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entity identified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS in accordance with subdivision
(b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing: Date Executed

Executed in the County of_____ in the State of _____

OPTION No.2 – EXEMPTION
Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed): Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing: Date Executed

Executed in the County of_____ in the State of _____

Approve Agreement 32400108 with Los Angeles Truck Centers, LLC dba Velocity Truck Centers for Repair and Maintenance of Autocar Refuse Trucks, Allison Transmissions, Freightliner Trucks and Detroit and Cummins Engines

Public Works and Transportation Committee
October 10, 2023

City Council
November 7, 2023

Jose Arreola
Fleet Services Division Manager

CITY OF OXNARD CALIFORNIA

Recommendation

That the Public Works and Transportation Committee recommend that the City Council approve and authorize an Agreement with Los Angeles Truck Centers, LLC dba Velocity Truck Centers for a one-year term with the option to extend for four consecutive one-year periods for a maximum contract term of five years, and a total contract not-to-exceed amount over the entire possible contract term of $1,250,000 for the repair and maintenance of Autocar refuse trucks, Allison transmissions, Freightliner trucks and Detroit and Cummins engines as part of the City's equipment fleet on an on-call/as needed basis.

Recommendation

That the City Council approve and authorize an Agreement with Los Angeles Truck Centers, LLC dba Velocity Truck Centers for a one-year term with the option to extend for four consecutive one-year periods for a maximum contract term of five years, and a total contract not-to-exceed amount over the entire possible contract term of $1,250,000 for the repair and maintenance of Autocar refuse trucks, Allison transmissions, Freightliner trucks and Detroit and Cummins engines as part of the City's equipment fleet on an on-call/as needed basis.

BACKGROUND

- The Fleet Services Division of the Public Works Department performs maintenance and repairs of the City's 959 fleet vehicles and equipment valued over $52 million

- The City's fleet consists of seventy-eight (78) Autocar refuse trucks, six Freightliner dump trucks, and twenty fire apparatus that have Allison transmissions and a mixture of Cummins and Detroit engines

- Although the Fleet Division performs the majority of the maintenance on these vehicles, Fleet Services requires a vendor to provide as-needed repairs and overflow maintenance minimize downtime

BACKGROUND

- Fleet Services has been using Velocity Truck Centers (Velocity) formerly known as Big T's for over 20 years

- Velocity Truck Centers is the local Autocar and Freightliner service and support partner in addition to being the local Allison transmissions, Cummins engine and Detroit engine dealer

- Any major rebuilds or warranties are performed by authorized dealers; therefore, it is necessary to obtain warranty, repairs and OEM parts from Velocity

DISCUSSION

- Velocity is the only maintenance and repair shop authorized by Autocar and Freightliner and is also the local provider for original equipment manufacturer (OEM) parts for Allison Transmission, Cummins Engine, and Detroit Engine

- City Purchasing Policy allows for the City to enter into agreements with vendors without competitive bidding when there is only a single source available to provide the required products and/or services

- Having access to the authorized repair shop with access to OEM parts ensures maintenance can be performed in an efficient manner and warranty services can be obtained

DISCUSSION

- Refuse collection operates six days a week and requires more maintenance to keep them in a safe and reliable operating condition

- Thirty of the 78 Autocar refuse trucks have more than 100,000 miles and average over 18 years of in-service use

- In order to keep up with the maintenance and repairs, Fleet Services requires some of these services to be performed by Velocity under the direction of Fleet Services

DISCUSSION

- These vehicles are extremely complex with several mechanical, electrical and hydraulic systems requiring upkeep and repairs
- These systems are used repetitively throughout the daily use of refuse vehicles, resulting in significant wear on the parts
- The Fire Department has a 24/7 operation that requires all apparatus and equipment be ready to go at any moment's notice
- Fire has 20 trucks and has standardized to Pierce Fire Apparatus that is equipped with Detroit and Cummins engines along with Allison Transmissions

- In order to keep up with the maintenance and repairs, Fleet Services requires some of these services to be performed by Velocity under the direction of Fleet Services.

- Velocity Truck Centers is located in Oxnard and meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State

FINANCIAL IMPACT

- The total cost for this agreement with Velocity Truck Centers shall not exceed $1,250,000 through November 7, 2028, if extended

- Funding will begin in Fiscal Year 2023-24 and there are sufficient funds in the Fleet Services Fund (741) in the City Council approved FY 2023-24 operating budget

- Subsequent fiscal year funding will be requested in the annual budget process.

CITY OF OXNARD CALIFORNIA

QUESTIONS?

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.5

DATE: November 7, 2023

TO: City Council

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

SUBJECT: Agreement 32400232 with Garcia's Landscaping Maintenance Inc. for Landscape Maintenance Services for the Riverpark Ballfields within Community Facilities District No. 5. (15 minutes)

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an Agreement with Garcia's Landscaping Maintenance, Inc. for landscape maintenance services for the Riverpark Ballfields within Community Facilities District No. 5 in the amount not to exceed $1,725,000, for the entire five-year and two months term of the Agreement ending December 31, 2028.

(Public Works and Transportation Committee approved 3-0)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/5VQhKueoFew

BACKGROUND

The Special Districts Division of the Public Works Department is responsible for the maintenance, operation, and administration of the City's 50 Special Districts, including Community Facilities District No. 5 ("CFD-5" or "Riverpark"). Each of these Special Districts have specific individual authorized services and improvements, including but not limited to; park landscapes, open spaces, parkways, medians, other public improvements, and recreation and park amenities such as picnic shelters, restrooms, arbors, and fountains. Properties within each District are assessed in an annual parcel assessment for the purposes of maintaining these and other authorized services and improvements within their District. Special Districts staff manage the landscape maintenance agreements for all of the City's special districts. Since 2019, Garcia's Landscape Maintenance Inc. has provided the landscape maintenance services to CFD-5, including the Rio Vista Middle School and Del Mar Elementary School ballfields ("Riverpark Ballfields") located within Riverpark.

DISCUSSION

CFD 5 was established in 2005 with the approval of the property owners to pay for the cost and expense of providing the public services within the Riverpark development, which includes, but is not limited to the following (per Formation Documents):

- Maintenance of parks, parkways, and open space.Recreation program services, library services, maintenance services for elementary and secondary school sites and structures, and the operation and maintenance of museums and cultural facilities.
- Flood and storm protection services.
- Costs incurred in establishing the district and creating the levy of the special tax, financial adviser fees and expenses, appraisal and price point study costs, maintenance reserves, and district counsel fees and expenses.

- Ongoing administrative fees of the district, the City and any trustee, fiscal agent or financial administrator related to the district.
- Reimbursement of costs related to the formation of the district advanced by the City, any landowner in the district, or any party related to any of the foregoing, as well as reimbursement of any costs advanced by the City, any landowner in the district or any party related to any of the foregoing, for services, fees or other purposes or costs of the district.
- Police protection services.
- Local park, recreation, parkway, and open-space facilities.

CFD-5 is the largest special financing district that the Special Districts Division manages. CFD 5 consists of 702 acres and is directly managed by a Project Manager and two (2) Landscape Maintenance Inspectors. This Landscape Maintenance Agreement will provide specific services necessary for the maintenance of the sports facilities including general services such as trash pickup, mowing, weeding, maintenance of all plant material and ground cover, application of fertilizer, pesticides and herbicides, and removal of graffiti. Services performed under this Agreement will not include any maintenance of areas outside of the Rio Vista and Rio Del Mar school grounds and will follow the specific schedule that is identified within the Agreement.

The landscape contractor is to furnish all labor, materials, supplies, and equipment to complete the work as required by this Agreement. This Agreement for the Riverpark Ballfields is separate from the CFD-5 community landscapes and parks maintenance agreement due to requests from the residents for more transparency regarding the provision of services and the different requirements for the sports field maintenance. While CFD-5 is serviced at service level A, the Riverpark Ballfields are serviced in accordance with a monthly schedule of services that specify the tasks that are performed to provide quality sports field conditions. To reduce the overall costs to the community, efforts were made to reduce the frequency of certain services from previous years, in addition to other tasks that were removed entirely from the scope of services. Specific care was taken to maintain the necessary tasks within the scope of services to uphold a high standard of quality. In order to maintain the selected levels of service and ensure quality performance by the contractor, Special Districts staff will meet with the contractor on a monthly basis to review their performance. Any failure to provide services that are not addressed in a timely and professional manner, will result in a penalty for each occurrence against the contractor's monthly invoice.

The Purchasing Department released a Request for Bid (RFB) PW24-25 for Landscape Maintenance - Riverpark Ballfields on August 29, 2023, with a bid due date of September 20, 2023. The RFB PW24-25 received a total of three (3) bids from the following contractors: Garcia's Landscaping Maintenance Inc, SGD Enterprises dBa Four Seasons Landscaping, and Mariposa Landscapes Inc. Each bid was evaluated based on the total cost of service for one calendar year with "Additional/Irregular Services" prices included as a one-time expense. These prices were compiled into a total bid price, which was then used to determine the lowest bidder. Bids totals received are as follows:

Vendor	Total Bid Price (Annual)
Garcia's Landscape Maintenance Inc.	$287,108.00
SGD dba Four Seasons Landscaping	$298,503.33
Mariposa Landscapes Inc.	$565,393.00

The bids were reviewed by the Purchasing Department (Purchasing Manager) and Special Districts Division (Special Districts Manager, Project Manager - Administration) and Public Works Administration (Administrative Services Analyst, Senior) with a determination of to be the lowest, responsive bidder pursuant to the process outlined in the Oxnard Municipal Code. Staff has confirmed that Garcia's Landscaping Maintenance Inc. meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State. Based upon the available information and research performed to date, staff believes that the vendor is capable of satisfactorily providing the necessary services.

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 of this Agreement, if extended to its maximum allowable term of five (5) years and two (2) months, shall not exceed $1,725,000. This includes a 10% contingency for price increases and expected minor on-call labor performed under this Agreement. Price increases and decreases are allowed under this agreement. Increases to the Contract price may be requested by the Contractor and cannot exceed a 3% increase year over year. Any increase requested must be substantiated with supporting documentation such as documented increases in pricing, CPI increases, or other cost increases which directly apply to the services rendered under this contract. If substantial price decreases are observed, the City reserves the right to request a reduction. Any change in pricing must be requested in writing and must be agreed to by both City and Contractor prior to the changes taking effect. Prices may be adjusted per the language in the Agreement on an annual basis after the initial 14-month term. The estimated spending plan in Fiscal Year 2023-24 is $203,000 commencing November 9, 2023. Sufficient funds are included in the Adopted FY 2023-24 Operating Budget and subsequent fiscal years will be requested through the annual budget process. The Agreement will be funded in its entirety from the CFD-5 Professional Services account, 60503801-53200.

Division	FY 23-24 (8 months)	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29 (6 months)	Total
Special District	$192,000	$ 295,000	$310,000	$325,000	$341,000	$176,000	$1,639,000
As Needed	$11,0000	$ 15,000	$16,000	$17,000	$18,000	$9,000	$86,000
Total	$203,000	$310,000	$326,000	$342,000	$359,000	$185,000	$1,725,000

For Finance Use Only: Maintenance Assessment District Fund (CFD #5 - Org. 60503801 Obj. 53200)

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on October 24, 2023 to approve the staff recommendation and to forward the item for Council approval.

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

ATTACHMENTS

1. 32400232 Riverpark Ballfield Agreement
2. RFP No. PW24-25 Garcia's
3. City of Oxnard Special Districts Map
4. City of Oxnard Special Districts List
5. City of Oxnard Maintenance Service Level Document
6. Presentation

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT BETWEEN THE CITY OF OXNARD AND GARCIA'S LANDSCAPING MAINTENANCE, INC.

By This Landscape Maintenance & Service Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of Garcia's Landscaping Maintenance, Inc. ("SERVICE PROVIDER"), and SERVICE PROVIDER agrees to perform the services for CITY as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. CITY and SERVICE PROVIDER may be individually referred to as "Party" or collectively as the "Parties."

1. SUMMARY DESCRIPTION OF SERVICES.

This Agreement is for landscape maintenance and services for the Riverpark Ballfields located at Rio Vista Middle School and Rio del Mar Elementary School. The Agreement includes general landscape maintenance and sports field maintenance work. Services provided will fluctuate depending upon the current month of the year.

2. PARTIES.

CITY OF Oxnard ("CITY"), a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030

Garcia's Landscaping Maintenance, Inc. ("SERVICE PROVIDER"), a corporation of the State of California, located at 2775 N. Ventura Rd., Suite 104, Oxnard, CA 93036

3. TERM OF AGREEMENT: From: November 9, 2023 To: December 31, 2024

3.1 Time is of the essence in this Agreement.

3.2 The CITY shall have the option for (4) four consecutive (1) one-year extensions upon the expiration of the initial 14 month term, in accordance with the scope of work and general terms and conditions of the Trade Services Agreement. Any price increases or decreases shall be negotiated at time of contract extension.

3.3 Any Optional Extension term shall not exceed a total of five (5) years and one (1) month. The CITY in its sole discretion may exercise the optional extension upon 60 days written notice to the SERVICE PROVIDER in accordance with Section 13 of this Agreement. SERVICE PROVIDER shall issue

its written consent to the CITY's exercise of the option extension within 10 days of receipt of notice from the CITY. All Notices shall comply with Section 22 of this Agreement.

3.4 All services required of SERVICE PROVIDER under this Agreement shall be completed on or before the end of the term of the Agreement.

4. AGREEMENT AMOUNT NOT TO EXCEED: $1,725,000.

5. AGREEMENT EXHIBITS: The following documents memorialized below are the only exhibits to this agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A: Scope of Services
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-D
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy
Exhibit F: Iran Contracting Certification
Exhibit G: Citation Form
Exhibit H: Ballfield Services Maps

6. DESIGNATED REPRESENTATIVES.

The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, SERVICE PROVIDER's services shall be performed or immediately supervised by the SERVICE PROVIDER's Representative:

CITY Designated Representative:
Name: Anthony Miller
Title: Project Manager
Phone: (805) 200-5334
Email: Anthony.Miller@Oxnard.org
Mailing Address: 1060 Pacific Ave, Bldg. 3 Oxnard, CA 93030

SERVICE PROVIDER Designated Representative:
Name: Tenley Garcia Hernandez
Title: Secretary
Phone: (805) 479-0168
Email: garciasbiz@gmail.com
Mailing Address: 2775 N. Ventura Rd, Suite 104, Oxnard, CA 93036

7. CONTRACTUAL PREREQUISITES.

7.1. This Agreement must first be executed by the SERVICE PROVIDER, after which the Agreement shall be approved as to form by the CITY Attorney, then executed by the Mayor, or an authorized person on behalf of the CITY, and if executed by the Mayor shall also be executed by the CITY Clerk.

7.2. A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the CITY prior to the time this Agreement is executed.

7.3. All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.

7.4 SERVICE PROVIDER shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

8. SERVICE PROVIDER'S SERVICES.

8.1 SERVICE PROVIDER shall perform the tasks, obligations, and services set forth in the "Scope of Services,": attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 14 of this Agreement.

8.2 The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. SERVICE PROVIDER hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the scope of services under this Agreement and the monthly inspections in section 9.

9. MONTHLY INSPECTIONS.

The City shall perform bi-monthly site inspections with the Service Provider. During the Inspections, the City will compile a list utilizing the City's Maintenance Service Report System. The inspection report(s) will list landscape-related items that are within the Scope of Work, which should be performed before the next site inspection. The City's Project Manager will schedule the monthly inspections and provide notice of the schedule to the Service Provider's Project Manager. The Service Provider must notify the City no less than twenty-four (24) hours in advance, in writing, if there is a need to reschedule. All scheduled inspections will proceed with or without the attendance of the Service Provider.

10. SERVICE PROVIDER'S PROSECUTION EXECUTION OF THE SCOPE OF WORK

In accordance with Section 8 and 9 of this agreement, Service Provider shall execute the work identified in the City's monthly inspection reports within the time identified in the inspection report provided by the City to the Service Provider. Furthermore, Service provider shall execute the work as identified in the Scope of Service (Exhibit A) documents in the time and manner as stated in the respective Exhibits. Failure to execute the required work under this contract shall subject the Service Provider to a $250.00 Citation per occurrence for failure to execute the work identified in the monthly inspection reports, and the Scope of Work documents. Service provider shall not be issued a citation for failure to execute work that is outside the scope of this agreement. The Citation Form is attached to this Agreement for reference as Exhibit H.

11. COMPENSATION.

CITY shall pay SERVICE PROVIDER for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as **"**Exhibit C." CITY shall pay SERVICE PROVIDER an amount not to exceed the amount is listed in Section 4 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 14 of this Agreement, and may be subject to approval by the City Council.

11.1 Price Adjustments. Unless otherwise stated, prices are maximum for the term of the Contract. Price adjustments, if allowed under this Contract, must be requested in writing and accompanied by the required information to substantiate the request for price adjustment, as set forth in the Contract. Any allowable request for price adjustment must be delivered to the CITY at least 30 days before the adjusted prices become effective. No price adjustment allowable under this Contract will be granted retroactively. The CITY must also be given the benefit of any decline in prices. If any price increase is granted by the CITY, the increase shall not be greater than 3% from the prior year.

11.2 Any request for price adjustment is subject to section 14. City is under no obligation to allow requested price adjustments.

12. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within forty-five (45) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within forty-five (45) days after receipt of such invoice, notify the SERVICE PROVIDER of the item(s) being disputed and the reason(s)

therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

12.1 Payment Request. SERVICE PROVIDER shall submit a payment request to CITY by the end of each calendar month listing the Services provided costs of those Services, and total amount due for the month. Invoices may be emailed to: **pwinvoices@oxnard.org**.

12.2 Non-Appropriation of Funds. Payments to be made to SERVICE PROVIDER by CITY for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of CITY. In the event CITY does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which CITY appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

12.3 SERVICE PROVIDER's acceptance of final payment made pursuant to this Agreement shall constitute a release of CITY from all claims and liabilities for compensation to SERVICE PROVIDER for anything completed, finished or relating to the Services. CITY's payment shall not constitute nor be deemed a release of the responsibility and liability of SERVICE PROVIDER 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 SERVICE PROVIDER and its employees, agents and Subcontracted service providers.

12.4 SERVICE PROVIDER 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 SERVICE PROVIDER or materials or products provided to CITY by SERVICE PROVIDER, SERVICE PROVIDER shall pay the sales tax. CITY shall not reimburse SERVICE PROVIDER for sales taxes paid by SERVICE PROVIDER.

13. OPTION TO EXTEND AGREEMENT.

When in the CITY's best interest, this Agreement may only be extended, if the City in its discretion exercises the option to extend pursuant to Section 3.2 and 3.3 of the Agreement. **If no option to extend the Agreement appears in section 3.2, then this Agreement shall not be extended.**

14. MODIFICATION OF AGREEMENT.

This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the Oxnard Municipal Code, Article IV, Sections 4-59 and 4-60.

15. TERMINATION OF AGREEMENT.

CITY may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 22 of this agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. CITY shall be liable to SERVICE PROVIDER only for work done by SERVICE PROVIDER up to and including the date of termination of this Agreement unless the termination is for cause, in which event SERVICE PROVIDER need be compensated only to the extent required by law. SERVICE PROVIDER may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) calendar days' written notice.

16. INDEPENDENT CONTRACTOR

SERVICE PROVIDER is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of SERVICE PROVIDER or any of its employees, except as stated in this Agreement. SERVICE PROVIDER has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting SERVICE PROVIDER. This Agreement shall not be interpreted to prevent or preclude SERVICE PROVIDER from rendering any services for SERVICE PROVIDER's own account or to any other person or entity as SERVICE PROVIDER in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the SERVICE PROVIDER shall perform for the City. The CITY retains the right to provide general instructions to and observe the SERVICE PROVIDER in the performance of all services done on behalf of the CITY.

SERVICE PROVIDER and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. SERVICE PROVIDER and its employees are not employees of City. SERVICE PROVIDER and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. SERVICE PROVIDER shall not, at any time or in any manner,

represent that it or any of its agents or employees are in any manner agents or employees of City.

17. LAWFUL PERFORMANCE.

SERVICE PROVIDER shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. SERVICE PROVIDER, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

18. SAFETY REQUIREMENTS.

SERVICE PROVIDER shall not perform any services for the CITY when the SERVICE PROVIDER is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the CITY's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The CITY reserves the right to issue restraining or cease and desist orders to SERVICE PROVIDER when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of SERVICE PROVIDER's work by CITY shall not operate as a release of the SERVICE PROVIDER from such standard of care and workmanship.

19. OWNERSHIP OF SERVICE PROVIDER'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE.

CITY shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by SERVICE PROVIDER in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by CITY.

19.1. Records and Inspections. The SERVICE PROVIDER shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The CITY shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

19.2. Deliverables. SERVICE PROVIDER shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and SERVICE PROVIDER shall, upon completion of all work, submit to the CITY all information developed in the course of the SERVICE PROVIDER's

services. SERVICE PROVIDER shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. SERVICE PROVIDER shall, upon request by CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to SERVICE PROVIDER by the CITY.

19.3. Ownership – Generally. All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. SERVICE PROVIDER agrees that CITY may make modifications to computer software furnished by SERVICE PROVIDER without infringing SERVICE PROVIDER's copyright or any license granted to CITY, unless otherwise agreed.

19.4. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the SERVICE PROVIDER pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

19.5. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. SERVICE PROVIDER may be granted access to information that is exempt from disclosure to the public (Government Code Section 6254 and 6254.16) and may contain "trade secrets" (see Government Code Section 6254.7(d)) when it is necessary for SERVICE PROVIDER to perform its obligations pursuant to this Agreement. If SERVICE PROVIDER is granted such access to confidential information, SERVICE PROVIDER shall not be considered to be a member of the public as that term is used in Government Code Section 6254.5.

19.6. Disclosure of Information. SERVICE PROVIDER shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to SERVICE PROVIDER by the CITY or other information to which the SERVICE PROVIDER has had access during the term of this Agreement without the prior written approval of the CITY's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

19.7. No Warranty. Other than an obligation upon the CITY to deal in good faith, the CITY makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by SERVICE PROVIDER in reliance on any Confidential Information disclosed under this Agreement.

20. ASSIGNMENT.

This Agreement is for the non-professional services of SERVICE PROVIDER. Any attempt by SERVICE PROVIDER to assign the benefits or burdens of this Agreement without the prior written approval of CITY shall be prohibited and shall be null and void. SERVICE PROVIDER's services pursuant to this Agreement shall be provided by the SERVICE PROVIDER's Designated Representative or directly under his/her supervision, and SERVICE PROVIDER shall not assign another to supervise the SERVICE PROVIDER's performance of this Agreement without the prior written approval of CITY, by and through the CITY's Designated Representative.

21. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

22. NOTICES.

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 6. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

23. COVENANTS AND CONDITIONS.

Each term and each provision of this Agreement to be performed by SERVICE PROVIDER shall be construed to be both a covenant and a condition.

24. WAIVER.

CITY's review or acceptance of, or payment for, work product prepared by SERVICE PROVIDER under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from SERVICE PROVIDER's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a

waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

25. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

25.1 As a separate and independent covenant from SERVICE PROVIDER's obligations under this section, SERVICE PROVIDER shall to the fullest extent permitted by law, immediately defend, indemnify, and hold harmless CITY, its legislative and advisory bodies, and the CITY's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with SERVICE PROVIDER's performance of this Agreement or SERVICE PROVIDER'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. SERVICE PROVIDER'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 any of the Indemnitees.

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

25.3 The review, acceptance or approval of SERVICE PROVIDER's work or work product by any of the Indemnitees shall not affect, relieve or reduce SERVICE PROVIDER's indemnification or defense obligations. SERVICE PROVIDER waives any right of contribution against CITY or any of CITY's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by SERVICE PROVIDER pursuant to this Agreement. The provisions of this Section shall not be restricted

by and do not affect the provisions of this Agreement relating to Section 26. The SERVICE PROVIDER's obligations under this Section of the Agreement shall survive the termination of the Agreement.

25.4 SERVICE PROVIDER agrees to pay all required taxes on amounts paid to SERVICE PROVIDER under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. SERVICE PROVIDER shall be solely responsible for, and shall save CITY harmless from, all matters relating to the payment of SERVICE PROVIDER's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. CITY shall have the right to offset against the amount of any compensation due to SERVICE PROVIDER under this Agreement any amount due to CITY from SERVICE PROVIDER as a result of its failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

26. INSURANCE.

SERVICE PROVIDER shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that SERVICE PROVIDER obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. SERVICE PROVIDER shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit D". Maintenance of insurance coverages by SERVICE PROVIDER is a material element of this Agreement. SERVICE PROVIDER'S failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

27. LIVING WAGE REQUIREMENTS.

During the term of this Agreement, SERVICE PROVIDER understands and agrees that if Living Wages are applicable subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit E" to this Agreement. SERVICE PROVIDER will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

28. PREVAILING WAGE REQUIREMENTS.

28.1. Application. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall

not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees. Please see "Exhibit F" for further information regarding Prevailing Wage requirements.

28.2. Compliance with California Department of Industrial Relations (DIR). To determine if this Agreement is subject to compliance monitoring and enforcement, go to:
https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html

28.3. Contract Splitting. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

28.4. Use of Prevailing Wages vs. Living Wages. In the event that there is a difference between the amount of wages to be paid under the CITY of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

29. CONFLICT OF INTEREST

SERVICE PROVIDER covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of SERVICE PROVIDER's services under this Agreement. SERVICE PROVIDER further covenants that in the performance of services under this Agreement, no officer, employee or agent of SERVICE PROVIDER having such interest shall be employed by it. In the event the CITY determines that SERVICE PROVIDER must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, SERVICE PROVIDER shall file such Form 700 with the CITY Clerk's Office pursuant to the written instructions provided by the CITY Clerk. Acquisition or maintenance of a conflicting interest by SERVICE PROVIDER may result in termination of this Agreement by the CITY.

30. IRAN CONTRACTING ACT

In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any CONSULTANT that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars ($1,000,000) or more, must certify, that the CONSULTANT is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

A CONSULTANT is ineligible to enter into any contract with the CITY for goods or services of one million dollars ($1,000,000) or more if the CONSULTANT engages in investment activities in Iran. CONSULTANT must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as “Exhibit G.”

31. DISPUTES.

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the CITY’s Designated Representative, who shall reduce this decision to writing and mail a copy to the SERVICE PROVIDER. The decision of the CITY’s Designated Representative shall be final and conclusive unless SERVICE PROVIDER requests mediation within ten (10) calendar days. Pending final decision of a dispute, the SERVICE PROVIDER shall proceed diligently with the performance of the Agreement and in accordance with the decision of the CITY’s Designated Representative.

32. DISPUTE RESOLUTION.

Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a “blindfold” process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

33. AUDIT.

CITY shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by SERVICE PROVIDER in preparing its billings to CITY as a condition precedent to any payment to SERVICE PROVIDER; or for other purposes relating to the Agreement. SERVICE PROVIDER will promptly furnish all documents requested by CITY. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit SERVICE PROVIDER for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, SERVICE PROVIDER 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. SERVICE PROVIDER 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. SERVICE PROVIDER shall include a copy of this Section in all contracts with its subcontractors, and SERVICE PROVIDER 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.

34. ADVERTISING AND PUBLICITY

SERVICE PROVIDER shall not use the name of or refer to CITY directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

35. NONDISCRIMINATORY EMPLOYMENT.

SERVICE PROVIDER shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. SERVICE PROVIDER understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, SERVICE PROVIDER shall be responsible for such subcontractor's compliance with this Section.

36. FORCE MAJEURE.

Neither the SERVICE PROVIDER nor the CITY shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the CITY.

37. GOVERNING LAW.

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

38. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so

modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

39. INTEGRATED AGREEMENT.

This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

40. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

41. AUTHORITY TO EXECUTE.

Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

42. EXECUTION – COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

43. INCONSISTENT OR CONFLICTING TERMS.

In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the CITY are not binding upon the CITY's Designated Representative unless specifically agreed to in writing, and initiated by CITY's Designated Representative, as to each additional contractual term or condition.

44. ACKNOWLEDGEMENT.

By signing below, SERVICE PROVIDER acknowledges that it has reviewed the CITY's Trade Services Agreement terms and conditions and insurance requirements and that SERVICE PROVIDER hereby agrees to full compliance.

[Signatures on next page]

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

CITY OF OXNARD

☒John C. Zaragoza, Mayor[1] Date

☐Jennifer Yates, [2]
Purchasing Manager

ATTEST:

Rose Chaparro, CITY Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

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

GARCIA'S LANDSCAPING MAINTENANCE, INC.

Pablo Garcia, President Date

Tenley Garcia Hernandez[3] Date
Secretary

[1] The City Council must authorize and the Mayor must execute any agreement over $200,000.
[2] The Purchasing Agent may execute any authorized agreement up to $200,000.
[3] 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

TRADE SERVICE AGREEMENT
(CITY of Oxnard and Garcia's Landscaping Maintenance, Inc.)

SCOPE OF SERVICES

Licensing and Professional Certification

Required:

SERVICE PROVIDER/CONTRACTOR must hold a State of California License Classification C-27 License and Maintenance Gardener Pest Control Business (MGB) License throughout the duration of this contract.

Contractor's pesticide applicator shall hold a valid Qualified Applicator Certificate issued by the California Department of Pesticide Regulation throughout the duration of this contract.

SECTION 1000. SCHEDULING AND STAFF REQUIREMENTS

1000-1 STAFFING ON-SITE.

Contractor is expected to adjust and manage staffing as necessary to complete the tasks and frequency of tasks as outlined within this scope of work. Staffing needs will change during the course of the year due to changes in the sport seasons. Staffing changes shall be presented to the Project Manager at least two weeks in advance of any change.

1000-2 LIVE SCAN.

All staff required to perform any work on school grounds are required to be fingerprinted and "livescanned" prior to performing said work.

1000-3 SCHEDULING.

All work is to be performed outside of regular school hours while school is in session (typically 7 AM to 5:30 PM (for Rio Vista) and 4:30 PM (for Del Mar), August through April). Work may not be performed at any time there are students present on the ballfields. During the summer months while school is not in session, work may be performed between dawn and 10:00 PM. Work may also be performed during weekends and holidays. Saturday work is to be completed 30 minutes prior to sports league use.

1000-4 RAIN-OUT PROCEDURES.

Contractor is to monitor the condition of the fields year round, however, particular attention is to be paid to their condition during the baseball season from November through July. Contractor is expected to make every effort to avoid practice and game cancellations. Fields should be inspected at the first available opportunity after rain or significant irrigation failures. In the event of standing

water on infields, Contractor is to apply and drag a drying agent such as Diamond Pro Game Saver or equal on the infields until dry. The City's Project Manager or his or her representative shall make the final decision with Contractor input as to whether field conditions are suitable for use.

1000-5 USER GROUPS.

Contractor is expected to regularly work with user groups which will use the work areas throughout the year. Any questions that arise regarding Contractor's Work and the user groups shall be directed to the City's Project Manager or his or her representative for response and/or approval. User groups shall not direct the specific work of the Contractor without the specific approval of the Project Manager or his or her representative. Unauthorized groups are to be asked to leave the premises immediately.

1000-6 ENTRY AND INSPECTION.

If access is required to the site during school hours, any person who enters school grounds must first report to the appropriate school office.

1000-7 LANDSCAPE SERVICES SCHEDULE.

Timeframe	Frequency	Site	Service(s) to be Performed
Agreement Commencement	1x	Rio Vista (RV) / Del Mar (DM)	Perform a soil test within each infield (RV Only) and at three outfield sites.
Any time work is performed		RV/DM	Remove all trash and debris from turf areas and field improvements such as backstops, stands, and dugouts. Replace trash receptacle bags when full.
Year Round	1x Weekly	RV/DM	Mow all turf in accordance with school and league schedules.
	1x Weekly	RV/DM	Control weeds in hardscape and along fence lines.
	1x Monthly	RV/DM	Inspect lights sitewide for proper operation.
January through July	Tuesday through Saturday	RV/DM	Drag infields promptly before play starts and after play is completed for the day. Place bases immediately after fields are initially dragged. All infield material or conditioner must be removed from turf immediately after dragging.
	Tuesday through Saturday	RV/DM	Monitor turf and infield areas for holes, holes must be filled and level prior to league use.
	Tuesday through Saturday	RV/DM	Alternate locks on gates on the backstop field gates every Monday, to avoid turf damage from repeated wear and tear.

	Tuesday through Saturday	RV/DM	Open field gates for league use at 5:30 PM (unless no activity is scheduled for that day).
	Tuesday through Saturday	RV/DM	Apply quickdry when necessary during rainy periods or due to irrigation failures to accommodate usage as quickly as possible after excessive moisture is discovered.
	Tuesday through Saturday	RV/DM	Remove and store bases, close and lock all gates and shut off field lights no later than 9:30 PM.
	Weekly	RV/DM	Adjust base anchors to proper height when necessary for baseball and softball usage.
	Weekly	RV/DM	Program field lights with baseball and softball leagues.
	Monthly	RV/DM	Roll infields with a vibratory roller.
January	1x	RV/DM	Fertilize all turf areas.
	1x	RV/DM	Pressure wash concrete areas, picnic tables, bleachers, and basketball courts.
February	2x	RV/DM	Apply pre-emergent/post-emergent herbicide to control all undesirable grass types (such as Poa Annua) and broadleaf within all turf areas.
	1x	RV	Verticut infields.
	1x	RV/DM	Verticut outfields.
	1x	RV/DM	Overseed all turf.
March/April (Rio School District Spring Break - approximately 9 days)	1x	RV	Aerify infield turf.
	1x	RV/DM	Aerify outfield turf.
	1x	RV/DM	Repair bare and damaged turf areas, overseed any worn areas.
	1x	RV	Fertilize infield turf.
	1x	RV/DM	Fertilize outfield turf.
	1x	RV/DM	Raise to level any low areas across the entire field area.
	1x	RV	Perform pitchers mound maintenance.
	1x	RV/DM	Pressure wash concrete areas, picnic tables, bleachers, and basketball courts.
June and July	Tuesday through Saturday	RV/DM	Adjust opening and closing schedules with leagues for tournament events.
	1x	RV/DM	Fertilize all turf areas.
	1x	RV/DM	Adjust irrigation controllers.

July and August (Beginning final week of July)	1x	RV/DM	Level and add infield mix.
	1x	RV/DM	Drag in infield conditioner.
	1x	RV/DM	Verticut infield turf edges.
	1x	RV/DM	Straighten infield turf edges.
	1x	RV	Overseed all turf.
	1x	RV/DM	Apply urea fertilizer to all turf.
	1x	DM	Renovate/Repair any bare turf areas.
	1x	RV	Perform pitchers mound maintenance.
	Monthly	RV/DM	Roll infields with a vibratory roller.
September	1x	RV/DM	Apply broadleaf herbicide and pre-emergent herbicides.
	Weekly	RV/DM	Inspect fields and repair turf damage and holes.
	1x	RV/DM	Perform fall clean-up.
	1x	RV/DM	Fertilize and check trees for necessary pruning.
October	1x	RV/DM	Apply follow-up herbicide treatments.
	Weekly	RV/DM	Inspect fields and repair turf damage and holes.
November	Weekly	RV/DM	Inspect fields and repair turf damage and holes.
	1x	RV/DM	Apply herbicide to control any remaining broadleaf, kikuyu, and poa remaining in turf if necessary.
	1x	RV/DM	Apply preventative fungicide to hybrid bermuda turf areas.
December	1x	RV/DM	Perform infield prep procedures.
	1x	RV/DM	Adjust irrigation controllers.
	1x	RV/DM	Apply fine dark organic amendment to all turf.

SECTION 2000. MAINTENANCE SPECIFICATIONS

2000-1 TURF.

2000-1-1 MOWING AND EDGING

The Contractor shall mow and edge all turf grass areas. Outfield turf shall be mowed a maximum of once per week to a height of 2.5 inches. Infield turf shall be mowed a maximum of once per week to a height of .5” to .75”. All turf grass areas shall be edged along sidewalks, paved and hard surface areas as necessary to prevent overgrowth. All in ground boxes will be string-trimmed in a manner that is aesthetically pleasing and will minimize lip build-up. Edging along baseball infields shall be done by chemical methods with straight edges maintained using the “string method.” All mowing shall be performed with a reel mower. Reels shall be properly maintained, fully functional, and sharp for all mowing operations. The Contractor shall pick up and dispose of all clippings after each mowing operation. Mowing shall be scheduled so that it does not remove freshly painted field lines.

2000-1-2 SOIL AERIFICATION AND THATCH REMOVAL

Aerification shall be done with a power driven aerifier using a ½ inch coring tine. Cores must be removed from all turf areas. Once completed, infields shall be covered with a fine dark organic amendment for spring aerification and filled and leveled with #60 silver sand. Contractor shall take extreme care to not damage irrigation and landscape improvements with equipment.

Dethatching shall be done on all outfield areas using a tractor mounted verticutter. Infield turf areas shall be dethatched with an appropriately sized tractor mounted verticutter (determined as equipment which can maneuver within infield areas without scoring, damaging, or otherwise disfiguring infield turf and dirt areas), or a walk-behind power verticutter. Verticutting depth shall be set at a maximum of 1".

2000-1-3 SOIL AMENDMENT

Fine dark organic amendment shall be applied immediately after turf is aerified.

2000-1-4 PITCHING MOUND MAINTENANCE

Contractor is to perform maintenance renovation to pitcher's mounds by stripping the top layer of infield mix and packing clay to be added anywhere the front slope and table top are low. To help keep the shape of the mound, the rest of the mound is to be scarified with a cultivator and fresh infield mix and conditioner is to be added and packed in with a vibrating plate until fit for play.

2000-2 FERTILIZATION.

The Contractor shall fertilize all turf grass in accordance with the recommended fertilization needs specified by the soil tests performed at the commencement of this Agreement. The only exception to this shall be the application of a slow release urea fertilizer applied at a rate of 1 LB/1,000 sf. during the July/August maintenance period. Fertilizer shall be of a granular type and shall be delivered to the site in the original unopened container, bearing the manufacturer's guarantee analysis. Any fertilizer that becomes caked or damaged, making it unsuitable for use, shall not be accepted. Immediately following application at each site, Contractor shall thoroughly water the fertilizer into the soil.

The Project Manager or his or her representative shall be notified with a written schedule one (1) week prior to the date of the application by the Contractor. Such notification will be subject to approval by the Project Manager or his or her representative. A City representative may be present during fertilization. Dispersible granular formulations shall be used on all turf to help incorporate the fertilizer into the turf and prevent/reduce the visibility of the fertilizer pellets. Any deviation from the schedule requires the written pre-approval of the Project Manager or his or her representative. All fertilization products must be pre-approved by the Project Manager or his or her representative prior to fertilizing.

2000-3 PESTICIDE APPLICATION.

The Contractor shall control and eliminate all weeds, insects, rodents, diseases and any other pests affecting all plant material. The Contractor's applicator shall hold a valid Qualified Applicator

Certificate issued by the California Department of Pesticide Regulation. Any quarterly pesticides used must be on the California Department of Pesticide Regulation's approved chemical list. All pesticide use reports shall be submitted to the Ventura County Agriculture Commissioner and a copy shall be forwarded to the Project Manager. Recommendations need to be procured before application of materials. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Ventura County Agriculture Commissioner. In addition, all pesticides used must have the written approval of the Project Manager or his or her representative before application.

The Contractor shall notify the Project Manager or his or her representative a minimum of one (1) week prior to application of pesticides. For follow-up pesticide applications, the Contractor is to provide a second service date upon completion of the initial application and post notices accordingly. The fading colorant solution "Mark-It Blue", or equal, shall be used in conjunction with all hardscape pesticide applications. Upon completion of application, the Contractor shall submit to the Project Manager or his or her representative a copy of all pesticide use reports within 24 hours. Contractor shall provide the name and license number of personnel spraying the chemicals a minimum of one (1) week prior to the application of pesticides. Contractor to ensure proper signage is installed prior to pesticide application per City, County and Federal standards. The current standard to be followed is; all areas to be treated are to be posted with signs no smaller than an 8 ½" x 11" sheet of paper no more than 50 feet apart, one week to two days prior to treatment. Signs will be Contractor provided at Contractor's expense and include a map of the area treated, the label of the chemical applied, and a warning to avoid the area for a time no less than what is recommended on the label.

2000-4 IRRIGATION.

The Contractor shall maintain all irrigation systems as required to maintain proper plant growth in all areas. This shall include manual watering by use of hose bibs and quick couplers in addition to, in conjunction with, or in the absence of automatic irrigation systems. Watering shall be accomplished at times of the day or night to ensure the health of all plants and so that the inconvenience to people using the area will be kept at a minimum. Automatic irrigation shall normally take place at night or early morning hours. Any water runoff or overflow onto roadway, sidewalk and hard surface areas shall be kept at an absolute minimum so as not to cause any pedestrian and/or vehicular liabilities. The City reserves the right to require the Contractor to change the watering schedule as necessary.

2000-4-1 IRRIGATION MAINTENANCE EXPECTATIONS

The Contractor shall maintain and/or replace all broken irrigation components and appurtenances including valve box covers. Replacement of irrigation labor costs to be included in this Proposal. Materials and supplies for the replacement of irrigation may be provided by Contractor at-cost if pre-approved by the Project Manager or his or her representative. Each such system must include: backflow prevention devices, electrical and battery-operated irrigation controllers, remote control valves, all valve boxes, gate valves, quick coupling valves, quick coupler boxes, valve box covers, all utility covers, main lines, control wiring, lateral lines, all fittings and riser assemblies, hose bibs, sprinkler heads, vandal-proof enclosures and any other irrigation related items. Replacement of any irrigation items shall be with the same manufacturer and in accordance with the manufacturer's installation recommendations, unless otherwise pre-approved by the Project Manager or his

or her representative. All other irrigation replacement shall be subject to approval by the Project Manager or his or her representative.

Contractor shall maintain all irrigation equipment in good working condition such that it shall function properly at all times. Contractor shall inspect irrigation systems on designated service days. All routine maintenance labor shall be provided at the Contractor's expense as a component of the landscape services as a component of the landscape services. All parts shall be provided by the City unless otherwise approved by the Project Manager. Routine maintenance shall include:

- Sprinkler coverage tests
- Ensuring proper sprinkler height and coverage in accordance with system specification
- Adjustment and programming of irrigation controllers
- Replacement of broken lateral lines, valves, and sprinkler bodies
- Adjustment and necessary replacement of all types of nozzles, sprayers, quick couplers, and drip systems
- Cleaning and adjustment of all sprinkler heads
- Replacement of irrigation system boxes and lids
- Ensuring proper wiring of controllers and performance of irrigation programs

Maintenance considered non-routine shall include:

- Replacement of broken/leaking main lines
- Replacement of equipment which requires closing the "Point of Connection" such as replacement of main line ball valves, gate valves, in-line filtration systems, and backflow devices.

2000-4-2 SCHEDULING

Irrigation shall be adjusted throughout the year as necessary. Infield irrigation during baseball and softball seasons (December to July) shall be set to occur daily after games. Infields shall be flooded on Sundays. Irrigation schedules shall be coordinated with the schedules currently in effect with Rio School District usage to avoid overlapping schedules. Soccer season (August to November) irrigation schedules are to be adjusted to ensure a properly playable surface.

2000-4-3 EQUIPMENT

Contractor will be required to use iCentral, Rainbird, or similar product if irrigation systems are centrally controlled for the control and monitoring of all irrigation systems.

Once the City notifies Contractor of any irrigation related issues, Contractor must respond in writing within the next business day with a proposed resolution.

2000-5 TURF WEED CONTROL/HERBICIDE APPLICATION.

Contractor shall keep all turf grass areas weed free, free of undesirable grass species, and treated for broadleaf weed control. Herbicides may be applied with a backpack sprayer, vehicle mounted spray rig, or tow-behind spray rig. All applications shall be done in a manner consistent with the pesticide

label, the California School & Child Care Integrated Pest Management program, and all State and Federal Guidelines. Tanks used to apply pesticide shall be clean and free of any previously applied chemicals. Water quality may be required to be tested in order to ensure the proper function of applied herbicides. If water quality is suspected of limiting herbicide effectiveness, Project Manager may require Contractor to test water quality and if necessary, require Contractor address issues prior to application. This may include but is not limited to adjusting pH, filtering suspended solids, or adding adjuvants.

Contractor shall ensure that all curbs and gutters, paved walkways, stamped concrete, and joints adjacent to landscaped areas, fence lines, light standard bases, buildings and structures are free of all weeds. Herbicides may be used for weed control upon prior approval by the Project Manager or his or her representative.

The Contractor's applicator shall hold a valid Qualified Applicator Certificate issued by the California Department of Pesticide Regulation. Any quarterly applications must be on the California Department of Pesticide Regulation's approved chemical list. All application reports shall be submitted to the Ventura County Agriculture Commissioner and a copy shall be forwarded to the Project Manager. Recommendations need to be procured before application of materials. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Ventura County Agriculture Commissioner. In addition, all herbicides used must have the written approval of the Project Manager or his or her representative before application.

The Contractor shall notify the Project Manager or his or her representative a minimum of one (1) week prior to application. For follow-up applications, the Contractor is to provide a second service date upon completion of the initial application. The fading colorant solution "Mark-It Blue", or equal, shall be used in conjunction with all hardscape applications. Upon completion of application, the Contractor shall submit to the Project Manager or his or her representative a copy of all application reports within 24 hours. Contractor shall provide the name and license number of personnel spraying the chemicals a minimum of one (1) week prior to the application of the herbicide. Contractor to ensure proper signage is installed prior to any application per City, County and Federal standards. The current standard to be followed is; all areas to be treated are to be posted with signs no smaller than an 8 ½" x 11" sheet of paper no more than 50 feet apart, one week to two days prior to treatment. Signs will be Contractor provided at Contractor expense and include a map of the area treated, the label of the chemical applied, and a warning to avoid the area for a time no less than what is recommended on the label. Signs are to be promptly removed after herbicide is sufficiently dried.

2000-6 TURF OVERSEEDING.

The Contractor shall overseed all Rio Vista turf areas two times per year and Del Mar turf areas once per year. Limited turf repairs may take place at any time during the year and are not to be held to this specification.

2000-6-1 SEEDING

The seeding operation shall consist of a three step process; seedbed preparation, seeding, and applying the fertilizer. The entire seeding operation shall be accomplished within 48 hours.

2000-6-2 SEEDBED PREPARATION

The areas to be seeded shall be reasonably smooth and shall conform to the original contours or new contours as shown on the plans before actual seedbed preparation begins. Any debris, including rocks and roots which would interfere with seeding, growth, or maintenance of the vegetation, shall be removed. The surface areas to be seeded, including fill slopes, shall be compacted by first bringing the soil to optimum moisture by drying or adding water, and track walking or rolling firm. The areas shall then be roughened by scarifying, discing, burrowing, or otherwise worked to a depth of 2" to 4". Scarifying operations shall be cross slope, where possible. Cut slopes shall be dressed to neat lines and all loose material raked to the toe and removed.

EXHIBIT B

TRADE SERVICE AGREEMENT
(CITY of Oxnard and Garcia's Landscaping Maintenance, Inc.)

SCHEDULE OF COMPENSATION

Cost per Month in Accordance with Scope											
Jan.	**Feb.**	**Mar.**	**Apr.**	**May**	**Jun.**	**Jul.**	**Aug.**	**Sep.**	**Oct.**	**Nov.**	**Dec.**
$23,878	$23,878	$23,878	$23,878	$23,878	$23,878	$23,878	$23,878	$23,878	$23,878	$23,878	$23,878

Additional/Irregular Services

Service Item	Cost per Service
Soil Testing	
Soil Test per Site	$45
Reports	
Tree and Plant Health Inspection Report	$125
General Inspection Report	$125
Irrigation Report	$125
Supplemental Labor (Hourly Rate)	
Laborer	$47
Irrigation Tech	$50
Crew Lead	$55

EXHIBIT C

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and Garcia's Landscaping Maintenance, Inc.)

INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/SERVICE PROVIDER/SELLER/BIDDER (hereafter referred to as "SERVICE PROVIDER") must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

Exhibit INS-D

INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS (WITHOUT BUILDER'S RISK REQUIREMENT)

1. Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.

   a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

   b. Business Automobile Liability Insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

   c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than $1,000,000, with neither Contractor nor listed subcontractors having less than $500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.

   d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

1. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-D. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

0. 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.

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

0. 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.

0. 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.

0. 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.

1/23

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

ACORD CERTIFICATE OF INSURANCE	ISSUE DATE (MM/DD/YY)
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
CODE SUB-CODE	**COMPANIES AFFORDING INSURANCE COVERAGE**
INSURED	COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE COMPANY LETTER B

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

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

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

CERTIFICATE HOLDER **CITY OF OXNARD % Evident ID, Inc.** **8520 Allison Pointe Blvd. Ste 223** **PMB 5210** **Indianapolis, Indiana 462500-4299 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
Telephone:

NAMED INSURED

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

• Deductible • Self-Insured Retention (check which) of $ ____
with an Aggregate of $_____ applies to ____ coverage. • Per Occurrence • Per Claim
(which)

APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here • in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
- COMMERCIAL GENERAL LIABILITY
- COMPREHENSIVE GENERAL LIABILITY
- OWNERS & CONTRACTORS PROTECTIVE

• Claims Made
Retroactive Date _____
• Occurrence

OTHER PROVISIONS

COVERAGES	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
• GENERAL		
• PRODUCTS/COMPLETED OPERATIONS		
• PERSONAL & ADVERTISING INJURY		
• FIRE DAMAGE		
• _____		
• _____		

Underwriter=s representative for claims pursuant to this insurance.
CLAIMS:
Name: _____
_____ _____
_____
(_____)_____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or

a. 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 462500-4299 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 ___

Rev. 1/23 INS-D.doc

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")	**SUBMIT IN DUPLICATE**	
	ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER Telephone:	POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE • Included in Limits • In Addition to Limits	
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: _____ __ (_____) _____	

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

a. 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 462500-4299 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 _

EXHIBIT D

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and Garcia's Landscaping Maintenance, Inc.)

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. SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than $18.89 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

D. In addition, if SERVICE PROVIDER fails to comply with the Living Wage Policy in any manner, SERVICE PROVIDER 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. SERVICE PROVIDER shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to SERVICE PROVIDER of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2023

SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than $18.89 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2024, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. SERVICE PROVIDER 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.

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

c. In addition, if SERVICE PROVIDER fails to comply with the Living Wage Policy in any manner, SERVICE PROVIDER 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. SERVICE PROVIDER shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to SERVICE PROVIDER of the amount owed.

EXHIBIT E

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and Garcia's Landscaping Maintenance, Inc.)

PREVAILING WAGE

1. SERVICE PROVIDER acknowledges that the Project defined in the Agreement between SERVICE PROVIDER and CITY is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. SERVICE PROVIDER shall perform the Project as a public work. SERVICE PROVIDER shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.

2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. SERVICE PROVIDER acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and SERVICE PROVIDER shall post such rates at each job site covered by this Agreement.

3. SERVICE PROVIDER is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. SERVICE PROVIDER shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. SERVICE PROVIDER shall, as a penalty to CITY, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by SERVICE PROVIDER or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. SERVICE PROVIDER shall comply with Labor Code Section 1776, which requires SERVICE PROVIDER and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform CITY of the location of the records.

6. SERVICE PROVIDER shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, SERVICE PROVIDER shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project,

SERVICE PROVIDER and each of its subcontractors shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. SERVICE PROVIDER may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, SERVICE PROVIDER must immediately notify CITY.

8. SERVICE PROVIDER is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. SERVICE PROVIDER shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.

9. SERVICE PROVIDER acknowledges that 8 hours labor constitutes a legal day's work. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1810.

10. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. SERVICE PROVIDER shall, as a penalty to CITY, forfeit $25 for each worker employed in the performance of this Agreement by SERVICE PROVIDER or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by SERVICE PROVIDER's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. SERVICE PROVIDER shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. SERVICE PROVIDER shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. SERVICE PROVIDER shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, SERVICE PROVIDER shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, SERVICE PROVIDER shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify CITY, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Service Provider, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of SERVICE PROVIDER under this Section shall survive Agreement termination.

EXHIBIT F
LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and Garcia's Landscaping Maintenance, Inc.)

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)

Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to,or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars ($1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete **one** of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entityidentified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engagedin investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): _____ Federal ID Number (or n/a): _____

By (Authorized Signature):

_____

Printed Name & Title of Person Signing: Date Executed

_____ _____

Executed in the County of_____ in the State of _____

OPTION No.2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institutionengaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed): _____ Federal ID Number (or n/a): _____

By (Authorized Signature):

_____

Printed Name & Title of Person Signing: Date Executed

_____ _____

Executed in the County of_____ in the State of _____

CITY OF OXNARD CALIFORNIA

RIVERPARK BALLFIELD MAINTENANCE CITATION FORM

Maintenance Item	Date	Comments	Citation Issued (Y/N)	# of Occurences		Citation Amount		Total
Infield Maintenance								
Infield Lip and Border Maintenance					x	$250.00	=	
Infield Dragging, Painting, Chalking					x	$250.00	=	
Fertilization					x	$250.00	=	
Aeration and Topdressing Infields					x	$250.00	=	
Pitcher Mound & Base Maintenance					x	$250.00	=	
Rain-out Procedures					x	$250.00	=	
General Infield Maintenance					x	$250.00	=	
Outfield Maintenance								
Topdressing Outfields					x	$250.00	=	
Outfield Maintenance & Hole Repair					x	$250.00	=	
Fertilization					x	$250.00	=	
General Outfield Maintenance					x	$250.00	=	
Hardscape Maintenance								
Opening and Closing Fields					x	$250.00	=	
Program Lighting					x	$250.00	=	
Pressure Washing					x	$250.00	=	
General Hardscape Maintenance					x	$250.00	=	
Site-Wide Maintenance								
Tree Maintenance					x	$250.00	=	
Irrigation Maintenance					x	$250.00	=	
Landscape Maintenance/Replacement					x	$250.00	=	
Pesticide/Herbicide Applications					x	$250.00	=	
Litter and Debris Control					x	$250.00	=	

Citations are issued in the event that services are not provided to an acceptable standard or for failure to perform the work in accordance with agreement section 10.

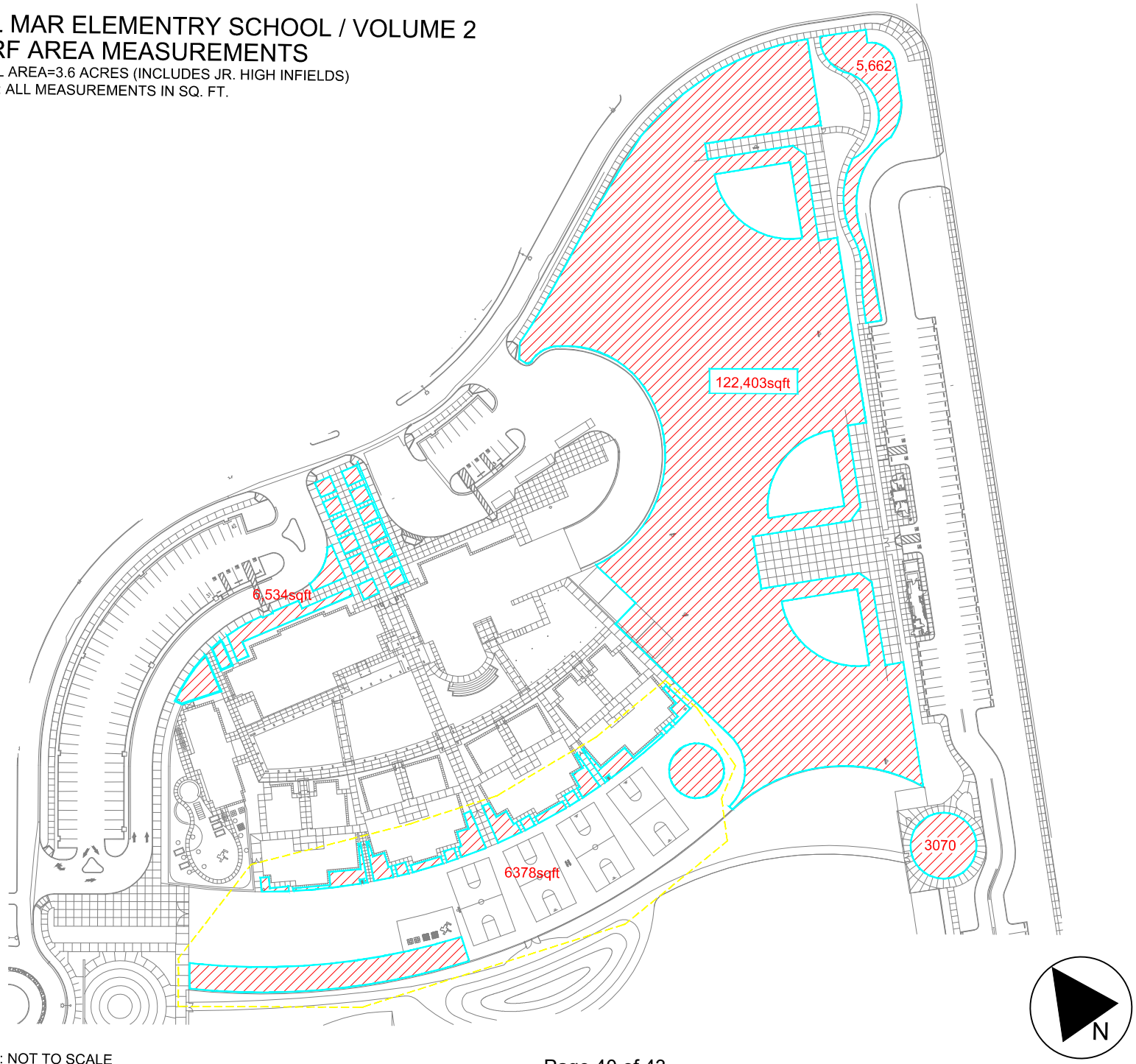
Comments:

City Of Oxnard:

Date:

DEL MAR ELEMENTRY SCHOOL / VOLUME 2
TURF AREA MEASUREMENTS

TOTAL AREA=3.6 ACRES (INCLUDES JR. HIGH INFIELDS)
NOTE: ALL MEASUREMENTS IN SQ. FT.

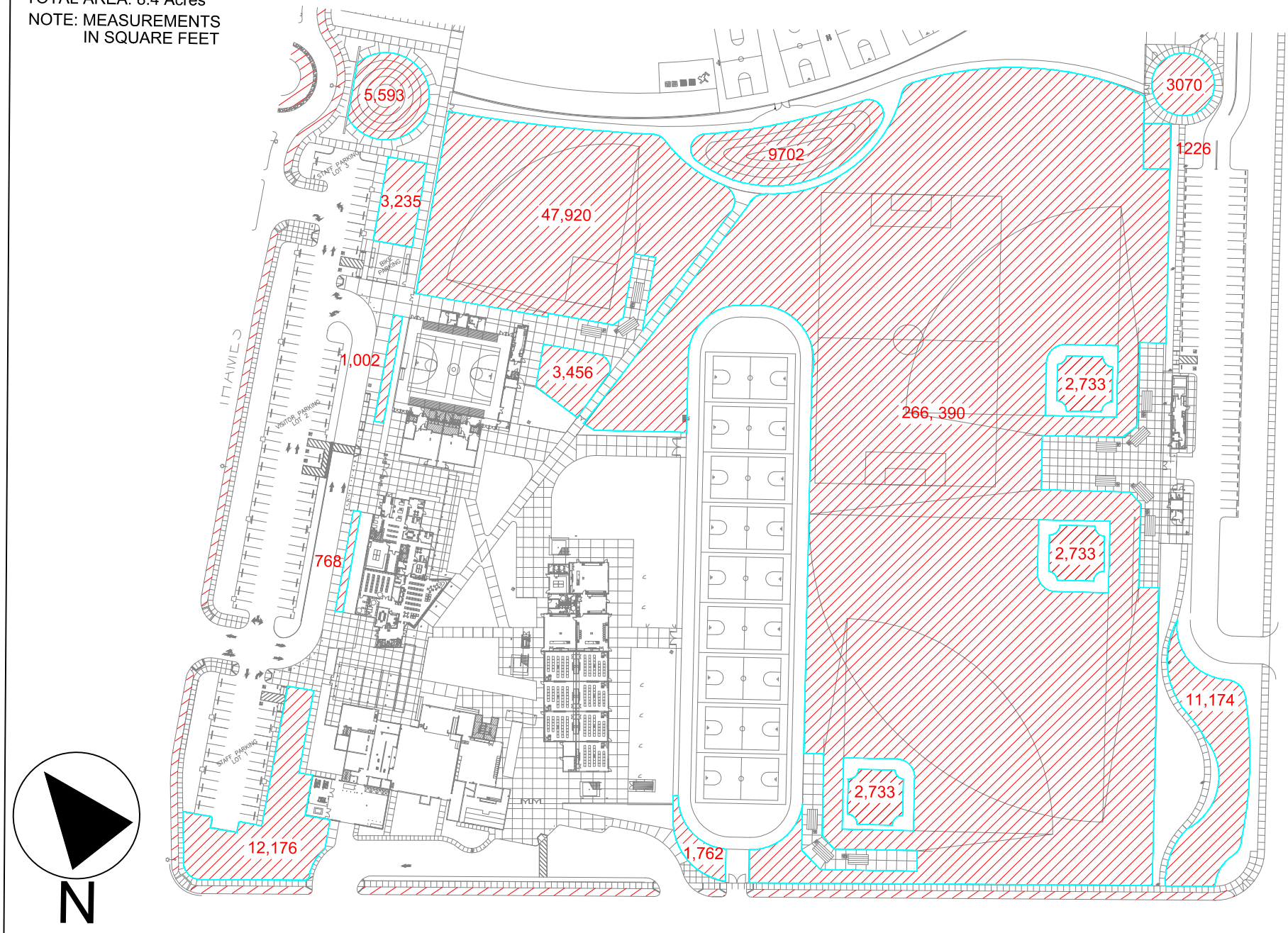


SCALE: NOT TO SCALE

RIO VISTA JR. HIGH SCHOOL
TURF AREA MEASUREMENTS

TOTAL AREA: 8.4 Acres

NOTE: MEASUREMENTS IN SQUARE FEET



SCALE: NOT TO SCALE

Riverpark Ball Field Maintenance Map

Riverpark Ball Field Maintenance Map

Page 2

ATTACHMENT A
COMPENSATION SCHEDULE

The above-named bidder having examined the proposed Contract Documents and having visited the sites and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, supplies and equipment, and to perform operations necessary to complete the work as required by proposed Contract Documents.

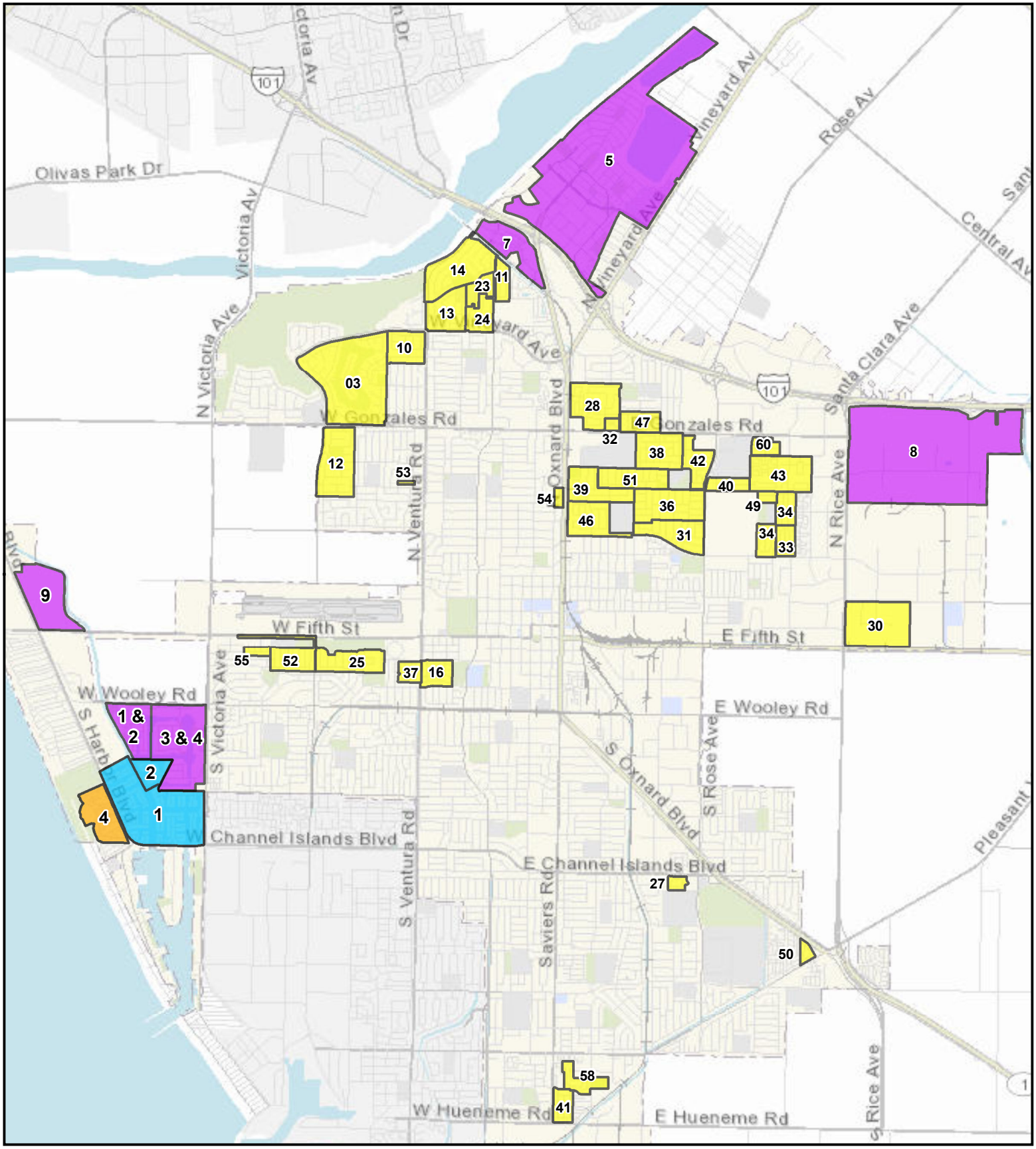
Costs are to be per service frequency as determined in accordance with the information provided

Cost per Month in Accordance with Scope											
Jan.	**Feb.**	**Mar.**	**Apr.**	**May**	**Jun.**	**Jul.**	**Aug.**	**Sep.**	**Oct.**	**Nov.**	**Dec.**
$23,878	$23,878	$23,878	$23,878	$23,878	$23,878	$23,878	$23,878	$23,878	$23,878	$23,878	$23,878

Additional/Irregular Services

Service Item	Cost per Service
Soil Testing	
Soil Test per Site	$45
Reports	
Tree and Plant Health Inspection Report	$125
General Inspection Report	$125
Irrigation Report	$125
Supplemental Labor (Hourly Rate)	
Laborer	$47
Irrigation Tech	$50
Crew Lead	$55
TOTAL	$572.00

CITY OF OXNARD SPECIAL DISTRICTS



Maintenance Assessment District (District No.)

Community Facilities District (District No.)

Waterway Assessment District (Zone No.)

Landscape Maintenance District (District No.)

Created by:
CITY OF OXNARD
Geographic Information Systems Division
March 2023

3,000 0 3,000 6,000 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

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/ 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

Agreement 32400232 with Garcia's Landscaping Maintenance Inc. for Landscape Maintenance Services for the Riverpark Ballfields within Community Facilities District No. 5.

Public Works & Transportation Committee, October 24, 2023
City Council, November 7, 2023

Anthony Miller
Special Districts Project Manager

CITY OF OXNARD CALIFORNIA

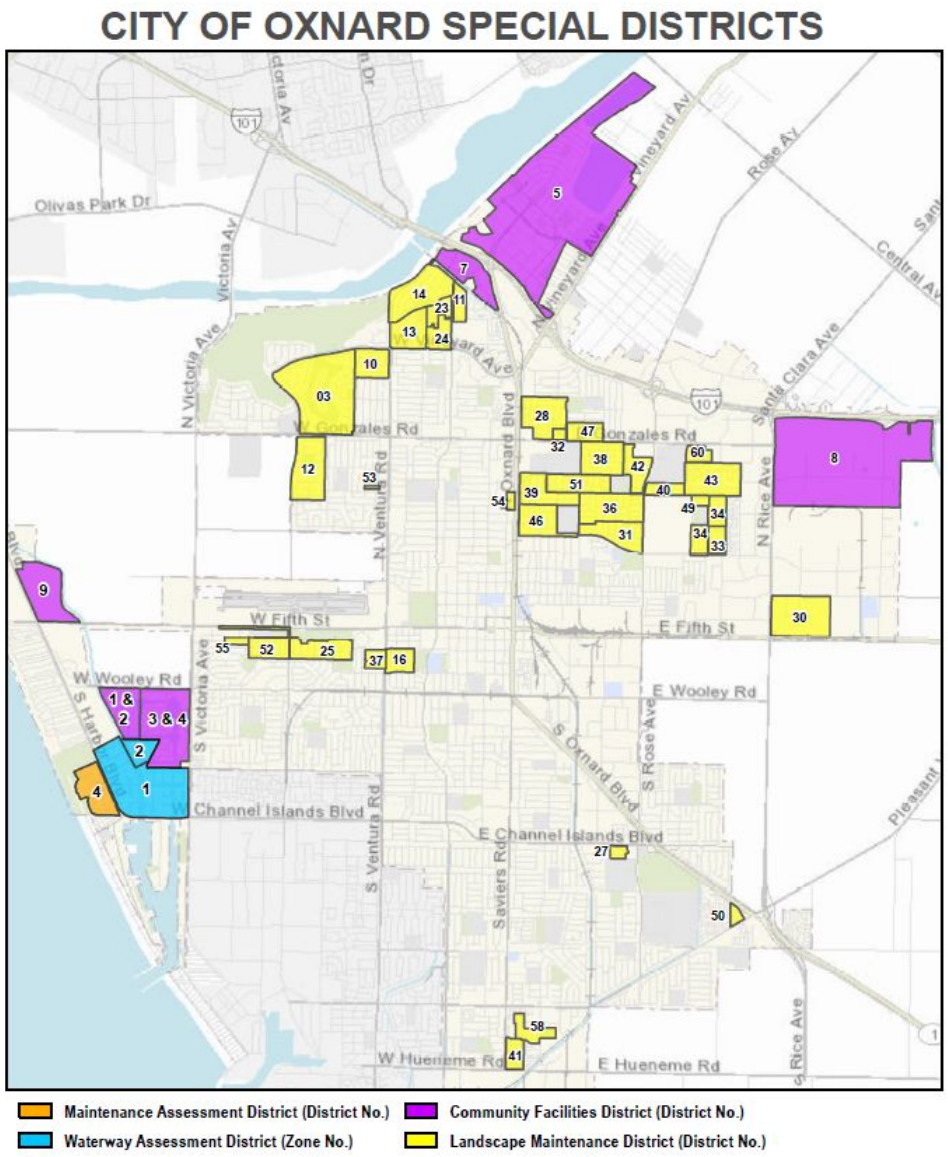
RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with Garcia's Landscaping Maintenance, Inc. for landscape maintenance services for the Riverpark Ballfields within Community Facilities District No. 5 in the amount not to exceed $1,725,000, for the entire five-year and two month term of the Agreement ending December 31, 2028.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an Agreement with Garcia's Landscaping Maintenance, Inc. for landscape maintenance services for the Riverpark Ballfields within Community Facilities District No. 5 in the amount not to exceed $1,725,000, for the entire five-year and two month term of the Agreement ending December 31, 2028.

MAP OF SPECIAL DISTRICTS IN THE CITY OF OXNARD



More information can be found at:

oxnard.org/city-department/finance/special-assessment-districts/

BACKGROUND

- The Special Districts Division of the Public Works Department is responsible for the maintenance, operation, and administration of the City's 50 Special Districts, including Community Facilities District No. 5 ("CFD-5" or "Riverpark").

- Each of these Special Districts have specific individual authorized services and improvements, including but not limited to; park landscapes, open spaces, parkways, medians, other public improvements, and recreation and park amenities such as picnic shelters, restrooms, arbors, and fountains.

BACKGROUND

- Properties within each District are assessed in an annual parcel assessment for the purposes of maintaining these and other authorized services and improvements within their District.

- Special Districts staff manage the landscape maintenance agreements for all of the City's special districts.

- Since 2019, Garcia's Landscape Maintenance Inc. has provided the landscape maintenance services to CFD-5, including the Rio Vista Middle School and Del Mar Elementary School ballfields ("Riverpark Ballfields") located within Riverpark.

DISCUSSION

- CFD 5 was established in 2005 with the approval of the property owners to pay for the cost and expense of providing the public services within the Riverpark development, which includes, but is not limited to the following (per Formation Documents):
  - Maintenance of parks, parkways, and open space.
  - Recreation program services, library services, maintenance services for elementary and secondary school sites and structures, and the operation and maintenance of museums and cultural facilities.
  - Flood and storm protection services.
  - Costs incurred in establishing the district and creating the levy of the special tax, financial adviser fees and expenses, appraisal and price point study costs, maintenance reserves, and district counsel fees and expenses.

DISCUSSION

- Ongoing administrative fees of the district, the City and any trustee, fiscal agent or financial administrator related to the district.
- Reimbursement of costs related to the formation of the district advanced by the City, any landowner in the district, or any party related to any of the foregoing, as well as reimbursement of any costs advanced by the City, any landowner in the district or any party related to any of the foregoing, for services, fees or other purposes or costs of the district.
- Police protection services.
- Local park, recreation, parkway, and open-space facilities.

- CFD-5 is the largest special financing district that the Special Districts Division manages. CFD 5 consists of 702 acres and is directly managed by a Project Manager and two (2) Landscape Maintenance Inspectors.

DISCUSSION

- This Landscape Maintenance Agreement will provide specific services necessary for the maintenance of the sports facilities including general services such as trash pickup, mowing, weeding, maintenance of all plant material and ground cover, application of fertilizer, pesticides and herbicides, and removal of graffiti.

- Services performed under this Agreement will not include any maintenance of areas outside of the Rio Vista and Rio Del Mar school grounds and will follow the specific schedule that is identified within the Agreement.

DISCUSSION

- The landscape contractor is to furnish all labor, materials, supplies, and equipment to complete the work as required by this Agreement.

- This Agreement for the Riverpark Ballfields is separate from the CFD-5 community landscapes and parks maintenance agreement due to requests from the residents for more transparency regarding the provision of services and the different requirements for the sports field maintenance.

DISCUSSION

- While CFD-5 is serviced at service level A, the Riverpark Ballfields are serviced in accordance with a monthly schedule of services that specify the tasks that are performed to provide quality sports field conditions.

- To reduce the overall costs to the community, efforts were made to reduce the frequency of certain services from previous years, in addition to other tasks that were removed entirely from the scope of services. Specific care was taken to maintain the necessary tasks within the scope of services to uphold the high standard of quality.

DISCUSSION

- In order to maintain the selected levels of service and ensure quality performance by the contractor, Special Districts staff will meet with the contractor on a monthly basis to review their performance.

- Any failures to provide services that are not addressed in a timely and professional manner, will result in a penalty for each occurance against the contractor's monthly invoice.

- The Purchasing Department released a Request for Bid (RFB) PW24-25 for Landscape Maintenance - Riverpark Ballfields on August 29, 2023, with a bid due date of September 20, 2023.

DISCUSSION

- The RFB PW24-25 received a total of three (3) bids from the following contractors: Garcia's Landscaping Maintenance Inc, SGD Enterprises dBa Four Seasons Landscaping, and Mariposa Landscapes Inc.

- Each bid was evaluated based on the total cost of service for one calendar year with "Additional/Irregular Services" prices included as a one time expense. These prices were compiled into a total bid price, which was then used to determine the lowest bidder.

DISCUSSION

- Bids totals received are as follows:

  - Garcia's Landscape Maintenance Inc. $287,108.00
  - SGD dba Four Seasons Landscaping $298,503.33
  - Mariposa Landscapes Inc. $565,393.00

- Staff has confirmed that Garcia's Landscaping Maintenance Inc. meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State. Based upon the available information and research performed to date, staff believes that the vendor is capable of satisfactorily providing the necessary services.

FINANCIAL IMPACT

- The total cost of this Agreement, if extended to its maximum allowable term of 5 years and 2 months, shall not exceed $1,725,000.

- This includes a 10% contingency for price increases and expected minor on-call labor performed under this Agreement. Price increases and decreases are allowed under this agreement. Any change in pricing must be requested in writing and must be agreed to by both City and Contractor prior to the changes taking effect. Increases are limited to a maximum of 3% more than the prior year and if substantial price decreases are observed, the City reserves the right to request a reduction.

FINANCIAL IMPACT

- Prices may be adjusted per the language in the Agreement on an annual basis after the initial 14-month term.

- The estimated spending plan in Fiscal Year 2023-24 is $203,000 commencing November 9, 2023.

- Sufficient funds are included in the Adopted FY 2023-24 Operating Budget and subsequent fiscal years will be requested through the annual budget process. The Agreement will be funded in its entirety from the CFD-5 Professional Services account, 60503801-53200.

CITY OF OXNARD CALIFORNIA

QUESTIONS

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.6

DATE: November 7, 2023

TO: City Council

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

SUBJECT: Agreement 32400239 with SGD Enterprises dba Four Seasons Landscaping for Landscape Maintenance Services within Community Facilities District No. 5. (15 minutes)

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute the Agreement with SGD Enterprises dba Four Seasons Landscaping for landscape maintenance services within Community Facilities District No. 5 in the amount not to exceed $6,545,000.00 for the maximum five year and two month term of the Agreement, with the initial agreement term of fourteen months, ending December 31, 2024, after which the Agreement may be extended for four additional one-year terms with a fully extended final term ending on December 31, 2028.

(Public Works and Transportation Committee approved 3-0)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/d36RaaYOZis

BACKGROUND

The Special Districts Division of the Public Works Department is responsible for the maintenance, operation, and administration of the City's 50 Special Districts, including Community Facilities District No. 5 ("CFD-5" or "Riverpark"). Each of these Special Districts have specific individual authorized services and improvements, including but not limited to; park landscapes, open spaces, parkways, medians, other public improvements, and recreation and park amenities such as picnic shelters, restrooms, arbors, and fountains. Properties within each District are assessed in an annual parcel assessment for the purposes of maintaining these and other authorized services and improvements within their District. Since 2019, Garcia's Landscape Maintenance Inc. has provided the landscape maintenance services for CFD-5.

DISCUSSION

Riverpark was established in 2005 with the approval of the property owners to pay for the cost and expense of providing the public services within the Riverpark development, which includes, but is not limited to the following (per Formation Documents):

- Maintenance of parks, parkways, and open space.
- Recreation program services, library services, maintenance services for elementary and secondary school sites and structures, and the operation and maintenance of museums and cultural facilities.
- Flood and storm protection services.
- Costs incurred in establishing the district and creating the levy of the special tax, financial adviser fees and expenses, appraisal and price point study costs, maintenance reserves, and district counsel fees and expenses.
- Ongoing administrative fees of the district, the City and any trustee, fiscal agent or financial administrator related to the district.

- Reimbursement of costs related to the formation of the district advanced by the City, any landowner in the district, or any party related to any of the foregoing, as well as reimbursement of any costs advanced by the City, any landowner in the district or any party related to any of the foregoing, for services, fees or other purposes or costs of the district.
- Police protection services.
- Local park, recreation, parkway, and open-space facilities.

CFD-5 is the largest CFD the Division manages at 702 acres and is directly managed by a Project Manager and two (2) Landscape Maintenance Inspectors, who perform direct maintenance and monitor various contractors. This Landscape Maintenance Agreement will provide services at the frequency and service level that is specified in the Agreement. The services include trash pickup, mowing, weeding, maintenance of all plant material and ground cover, application of fertilizer, pesticides, and herbicides, removal of graffiti, and servicing park improvements. The ballfields that are located at Rio Vista Middle School and Rio Del Mar Elementary are part of CFD-5 but they are maintained under a separate agreement.

The landscape contractor is to furnish all labor, materials, supplies, and equipment to complete the work as required by this Agreement. Currently, CFD-5 is maintained at Service Level "A" and is expected to remain at this level unless there are funding restrictions or community requests to change the level of service. In order to maintain the selected levels of service and ensure quality performance by the contractor, Special Districts staff will meet with the contractor on a monthly basis to review their performance. Any failures to provide services that are not addressed in a timely and professional manner, will result in a penalty for each occurrence against the contractor's monthly invoice.

The Purchasing Department released a Request for Bid (RFB) PW24-23 for Landscape Maintenance - Community Facility District (CFD) 5 Riverpark on August 29, 2023, with a bid due date of September 20, 2023. The RFB received a total of three (3) bids from the following contractors: SGD Enterprises dba Four Seasons Landscaping, Mariposa Landscapes Inc., and Garcia's Landscaping Maintenance Inc. Each bid was evaluated based on the total cost of service for all service levels (aggregate) on an annual basis. The "As Needed/As Required" and the "Additional/Irregular Services" prices were included as a one-time expense. These prices were compiled into a total bid price, which was then used to determine the lowest bidder. Therefore, the actual annual cost of the lowest bid will be less than the aggregate total. The aggregate bids totals received are as follows:

Vendor	Total Bid Price (Aggregate)
SGD Enterprises dba Four Seasons Landscaping	$2,979,001.63
Mariposa Landscapes Inc.	$4,207,717.59
Garcia's Landscape Maintenance Inc.	$6,841,408.00

The bids were reviewed by the Purchasing Department (Purchasing Manager) and Special Districts Division (Special Districts Manager, Project Manager - Administration) and Public Works Administration (Administrative Services Analyst, Senior). After initial review, staff identified challenges in comparing the bids and the three (3) companies were issued a Request for Clarification ("RFC") and an updated rate sheet to utilize with a due date of September 26, 2023. After receiving the RFCs, additional review was conducted with a determination of SGD Enterprises dba Four Seasons Landscaping to be the lowest, responsive bidder pursuant to the process outlined in the Oxnard Municipal Code. Staff has confirmed that SGD Enterprises dba Four Seasons Landscaping meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State. Based upon the available information and research performed to date, staff believes that the contractor is capable of satisfactorily providing the necessary services.

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 of this Agreement, if extended to its maximum allowable term of five (5) years and two (2) months, shall not exceed $6,545,000.00. Price increases and decreases are allowed under this agreement. Increases to the Contract price may be requested by the Contractor and cannot exceed a 3% increase year over year. Any increase requested must be substantiated with supporting documentation such as documented increases in pricing, CPI increases, or other cost increases which directly apply to the services rendered under this contract. If substantial price decreases are observed, the City reserves the right to request a reduction. Any change in pricing must be requested in writing and must be agreed to by both City and Contractor prior to the changes taking effect. Prices may be adjusted per the language in the Agreement on an annual basis after the initial fourteen (14) month term. The estimated spending plan for Fiscal Year 2023-24 is $770,000.00 commencing November 9, 2023. Sufficient funds are included in the Adopted FY 2023-24 Operating Budget and subsequent fiscal years will be requested through the annual budget process. This Agreement will be funded in its entirety from the CFD-5 Professional Services account, 60503801-53200.

Services	**FY 23-24 (8 months)**	**FY 24-25**	**FY 25-26**	**FY 26-27**	**FY 27-28**	**FY 28-29 (6 months)**	**Total**
Landscape Services	$570,000	$875,000	$920,000	$963,000	$1,010,000	$525,000	$4,863,000
Irregular Services	$170,000	$260,000	$270,000	$280,000	$295,000	$155,000	$1,430,000
Contingency	$30,000	$45,000	$47,000	$50,000	$53,000	$27,000	$252,000
Total	**$770,000**	**$1,180,000**	**$1,237,000**	**$1,293,000**	**$1,358,000**	**$707,000**	**$6,545,000**

For Finance Use Only: Maintenance Assessment District Fund (CFD #5 - Org. 60503801 Obj. 53200)

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on October 24, 2023 to approve the staff recommendation and to forward the item for Council approval.

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

ATTACHMENTS

1. 32400239 Riverpark
2. SGD Bid Rate Sheet PW24-23
3. City of Oxnard Special Districts Map
4. City of Oxnard Special Districts List
5. City of Oxnard Maintenance Service Level Document
6. Presentation

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT BETWEEN THE CITY OF OXNARD AND SGD ENTERPRISES DBA FOUR SEASONS LANDSCAPING

By This Landscape Maintenance & Service Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of SGD Enterprises DBA Four Seasons Landscaping ("SERVICE PROVIDER"), and SERVICE PROVIDER agrees to perform the services for CITY as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. CITY and SERVICE PROVIDER may be individually referred to as "Party" or collectively as the "Parties."

1. SUMMARY DESCRIPTION OF SERVICES.

This Agreement is for landscape maintenance and services for the Riverpark Community Facilities District ("CFD"). The Agreement includes general landscape maintenance services. Service levels may fluctuate from year to year depending on the CFD's property assessment and maintenance needs as may be determined by its members at a predetermined service level attached to this agreement.

2. PARTIES.

CITY OF Oxnard ("CITY"), a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030

SGD Enterprises DBA Four Seasons Landscaping ("SERVICE PROVIDER"), a corporation/LLC/LLP of the State of California, located at 14937 Delano St., Van Nuys, CA 91411

3. TERM OF AGREEMENT: From: November 9, 2023 To: December 31, 2024

3.1 Time is of the essence in this Agreement.

3.2 The CITY shall have the option for (4) four consecutive (1) one-year extensions upon the expiration of the initial 14 month term, in accordance with the scope of work and general terms and conditions of the Trade Services Agreement. Any price increases or decreases shall be negotiated at time of contract extension.

3.3 Any Optional Extension term shall not exceed a total of five (5) years and one (1) month. The CITY in its sole discretion may exercise the optional

extension upon 60 days written notice to the SERVICE PROVIDER in accordance with Section 13 of this Agreement. SERVICE PROVIDER shall issue its written consent to the CITY's exercise of the option extension within 10 days of receipt of notice from the CITY. All Notices shall comply with Section 22 of this Agreement.

3.4 All services required of SERVICE PROVIDER under this Agreement shall be completed on or before the end of the term of the Agreement.

4. AGREEMENT AMOUNT NOT TO EXCEED: $6,545,000.00.

5. AGREEMENT EXHIBITS: The following documents memorialized below are the only exhibits to this agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A: Scope of Services
Exhibit B: Services Level
Exhibit C: Schedule of Compensation
Exhibit D: Insurance Requirements: City Insurance Exhibit INS-D
Exhibit E: Living Wage Policy
Exhibit F: Prevailing Wage Policy
Exhibit G: Iran Contracting Certification
Exhibit H: Citation Form
Exhibit I: Service Area Location Maps

6. DESIGNATED REPRESENTATIVES.

The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, SERVICE PROVIDER's services shall be performed or immediately supervised by the SERVICE PROVIDER's Representative:

CITY Designated Representative:	SERVICE PROVIDER Designated Representative:
Name: Anthony Miller	Name: Ethan Darrison
Title: Project Manager	Title: Vice President
Phone: (805) 200-5334	Phone: 323-658-1047
Email: Anthony.Miller@oxnard.org	Email: Darrison@sgdent.com
Mailing Address: 1060 Pacific Ave, Bldg. #1, Oxnard, CA 93030	Mailing Address: 14937 Delano St. Van Nuys, CA 91411

7. CONTRACTUAL PREREQUISITES.

7.1. This Agreement must first be executed by the SERVICE PROVIDER, after which the Agreement shall be approved as to form by the CITY Attorney, then executed by the Mayor, or an authorized person on behalf of the CITY, and if executed by the Mayor shall also be executed by the CITY Clerk.

7.2. A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the CITY prior to the time this Agreement is executed.

7.3. All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.

7.4 SERVICE PROVIDER shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

8. SERVICE PROVIDER'S SERVICES.

8.1 SERVICE PROVIDER shall perform the tasks, obligations, and services set forth in the “Scope of Services,” and “Service Level: attached to and incorporated into this Agreement as “Exhibit A and B.” Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 14 of this Agreement.

8.2 The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. SERVICE PROVIDER hereby designates its Project Manager as set forth in “Exhibit A” as the person responsible for the Services who shall coordinate with City’s Project Manager in executing the scope of services under this Agreement and the monthly inspections in section 9.

9. MONTHLY INSPECTIONS.

The City shall perform bi-monthly site inspections with the Service Provider. During the Inspections, the City will compile a list utilizing the City’s Maintenance Service Report System. The inspection report(s) will list landscape-related items that are within the Scope of Work, which should be performed before the next site inspection. The City’s Project Manager will schedule the monthly inspections and provide notice of the schedule to the Service Provider’s Project Manager. The Service Provider must notify the City no less than twenty-four (24) hours in advance, in writing, if there is a need to reschedule. All scheduled inspections will proceed with or without the attendance of the Service Provider.

10. SERVICE PROVIDER'S PROSECUTION EXECUTION OF THE SCOPE OF WORK

In accordance with Section 8 and 9 of this agreement, Service Provider shall execute the work identified in the City's monthly inspection reports within the time identified in the inspection report provided by the City to the Service Provider. Furthermore, Service provider shall execute the work as identified in the Scope of Service (Exhibit A) and the Service Level (Exhibit B) documents in the time and manner as stated in the respective Exhibits. Failure to execute the required work under this contract shall subject the Service Provider to a $250.00 Citation per occurrence for failure to execute the work identified in the monthly inspection reports, and the Scope of Work and Service level documents. Service provider shall not be issued a citation for failure to execute work that is outside the scope of this agreement. The Citation Form is attached to this Agreement for reference as Exhibit H.

11. COMPENSATION.

CITY shall pay SERVICE PROVIDER for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as **"**Exhibit C." CITY shall pay SERVICE PROVIDER an amount not to exceed the amount is listed in Section 4 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 14 of this Agreement, and may be subject to approval by the City Council.

11.1 Price Adjustments. Unless otherwise stated, prices are maximum for the term of the Contract. Price adjustments, if allowed under this Contract, must be requested in writing and accompanied by the required information to substantiate the request for price adjustment, as set forth in the Contract. Any allowable request for price adjustment must be delivered to the CITY at least 30 days before the adjusted prices become effective. No price adjustment allowable under this Contract will be granted retroactively. The CITY must also be given the benefit of any decline in prices. If any price increase is granted by the CITY, the increase shall not be greater than 3% from the prior year.

11.2 Any request for price adjustment is subject to section 14. City is under no obligation to allow requested price adjustments.

12. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within forty-five (45) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within forty-five (45) days after receipt of such invoice, notify the SERVICE PROVIDER of the item(s) being disputed and the reason(s) therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

12.1 Payment Request. SERVICE PROVIDER shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: **pwinvoices@oxnard.org**.

12.2 Non-Appropriation of Funds. Payments to be made to SERVICE PROVIDER by CITY for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of CITY. In the event CITY does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which CITY appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

12.3 SERVICE PROVIDER's acceptance of final payment made pursuant to this Agreement shall constitute a release of CITY from all claims and liabilities for compensation to SERVICE PROVIDER for anything completed, finished or relating to the Services. CITY's payment shall not constitute nor be deemed a release of the responsibility and liability of SERVICE PROVIDER 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 SERVICE PROVIDER and its employees, agents and Subcontracted service providers.

12.4 SERVICE PROVIDER 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 SERVICE PROVIDER or materials or products provided to CITY by SERVICE PROVIDER, SERVICE PROVIDER shall pay the sales tax. CITY shall not reimburse SERVICE PROVIDER for sales taxes paid by SERVICE PROVIDER.

13. OPTION TO EXTEND AGREEMENT.

When in the CITY's best interest, this Agreement may only be extended, if the City in its discretion exercises the option to extend pursuant to Section 3.2 and 3.3 of

the Agreement. **If no option to extend the Agreement appears in section 3.2, then this Agreement shall not be extended.**

14. MODIFICATION OF AGREEMENT.

This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the Oxnard Municipal Code, Article IV, Sections 4-59 and 4-60.

15. TERMINATION OF AGREEMENT.

CITY may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 22 of this agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. CITY shall be liable to SERVICE PROVIDER only for work done by SERVICE PROVIDER up to and including the date of termination of this Agreement unless the termination is for cause, in which event SERVICE PROVIDER need be compensated only to the extent required by law. SERVICE PROVIDER may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) calendar days' written notice.

16. INDEPENDENT CONTRACTOR

SERVICE PROVIDER is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of SERVICE PROVIDER or any of its employees, except as stated in this Agreement. SERVICE PROVIDER has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting SERVICE PROVIDER. This Agreement shall not be interpreted to prevent or preclude SERVICE PROVIDER from rendering any services for SERVICE PROVIDER's own account or to any other person or entity as SERVICE PROVIDER in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the SERVICE PROVIDER shall perform for the City. The CITY retains the right to provide general instructions to and observe the SERVICE PROVIDER in the performance of all services done on behalf of the CITY.

SERVICE PROVIDER and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. SERVICE PROVIDER and its employees are not employees of City. SERVICE PROVIDER and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation

insurance benefits. SERVICE PROVIDER shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

17. LAWFUL PERFORMANCE.

SERVICE PROVIDER shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. SERVICE PROVIDER, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

18. SAFETY REQUIREMENTS.

SERVICE PROVIDER shall not perform any services for the CITY when the SERVICE PROVIDER is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the CITY's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The CITY reserves the right to issue restraining or cease and desist orders to SERVICE PROVIDER when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of SERVICE PROVIDER's work by CITY shall not operate as a release of the SERVICE PROVIDER from such standard of care and workmanship.

19. OWNERSHIP OF SERVICE PROVIDER'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE.

CITY shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by SERVICE PROVIDER in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by CITY.

19.1. Records and Inspections. The SERVICE PROVIDER shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The CITY shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

19.2. Deliverables. SERVICE PROVIDER shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and SERVICE PROVIDER shall, upon completion of all work, submit to the CITY all information developed in the course of the SERVICE PROVIDER's services. SERVICE PROVIDER shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. SERVICE PROVIDER shall, upon request by CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to SERVICE PROVIDER by the CITY.

19.3. Ownership – Generally. All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. SERVICE PROVIDER agrees that CITY may make modifications to computer software furnished by SERVICE PROVIDER without infringing SERVICE PROVIDER's copyright or any license granted to CITY, unless otherwise agreed.

19.4. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the SERVICE PROVIDER pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

19.5. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. SERVICE PROVIDER may be granted access to information that is exempt from disclosure to the public (Government Code Section 6254 and 6254.16) and may contain "trade secrets" (see Government Code Section 6254.7(d)) when it is necessary for SERVICE PROVIDER to perform its obligations pursuant to this Agreement. If SERVICE PROVIDER is granted such access to confidential information, SERVICE PROVIDER shall not be considered to be a member of the public as that term is used in Government Code Section 6254.5.

19.6. Disclosure of Information. SERVICE PROVIDER shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to SERVICE PROVIDER by the CITY or other information to which the SERVICE PROVIDER has had access during the term of this Agreement without the prior written approval of the CITY's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

19.7. No Warranty. Other than an obligation upon the CITY to deal in good faith, the CITY makes no warranties and shall bear no liability or responsibility for

errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by SERVICE PROVIDER in reliance on any Confidential Information disclosed under this Agreement.

20. ASSIGNMENT.

This Agreement is for the non-professional services of SERVICE PROVIDER. Any attempt by SERVICE PROVIDER to assign the benefits or burdens of this Agreement without the prior written approval of CITY shall be prohibited and shall be null and void. SERVICE PROVIDER's services pursuant to this Agreement shall be provided by the SERVICE PROVIDER's Designated Representative or directly under his/her supervision, and SERVICE PROVIDER shall not assign another to supervise the SERVICE PROVIDER's performance of this Agreement without the prior written approval of CITY, by and through the CITY's Designated Representative.

21. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

22. NOTICES.

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 6. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

23. COVENANTS AND CONDITIONS.

Each term and each provision of this Agreement to be performed by SERVICE PROVIDER shall be construed to be both a covenant and a condition.

24. WAIVER.

CITY's review or acceptance of, or payment for, work product prepared by SERVICE PROVIDER under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from SERVICE PROVIDER's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

25. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

25.1 As a separate and independent covenant from SERVICE PROVIDER's obligations under this section, SERVICE PROVIDER shall to the fullest extent permitted by law, immediately defend, indemnify, and hold harmless CITY, its legislative and advisory bodies, and the CITY's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with SERVICE PROVIDER's performance of this Agreement or SERVICE PROVIDER'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. SERVICE PROVIDER'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 any of the Indemnitees.

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

25.3 The review, acceptance or approval of SERVICE PROVIDER's work or work product by any of the Indemnitees shall not affect, relieve or reduce SERVICE PROVIDER's indemnification or defense obligations. SERVICE PROVIDER waives any right of contribution against CITY or any of CITY's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by SERVICE PROVIDER pursuant to this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to Section 26. The SERVICE PROVIDER's obligations under this Section of the Agreement shall survive the termination of the Agreement.

25.4 SERVICE PROVIDER agrees to pay all required taxes on amounts paid to SERVICE PROVIDER under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. SERVICE PROVIDER shall be solely responsible for, and shall save CITY harmless from, all matters relating to the payment of SERVICE PROVIDER's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. CITY shall have the right to offset against the amount of any compensation due to SERVICE PROVIDER under this Agreement any amount due to CITY from SERVICE PROVIDER as a result of its failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

26. INSURANCE.

SERVICE PROVIDER shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that SERVICE PROVIDER obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. SERVICE PROVIDER shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit D". Maintenance of insurance coverages by SERVICE PROVIDER is a material element of this Agreement. SERVICE PROVIDER'S failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

27. LIVING WAGE REQUIREMENTS.

During the term of this Agreement, SERVICE PROVIDER understands and agrees that if Living Wages are applicable subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit E" to this Agreement. SERVICE PROVIDER will pay and/or provide the wages and/or benefits required therein to all of its employees

engaged in whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

28. PREVAILING WAGE REQUIREMENTS.

28.1. Application. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees. Please see "Exhibit F" for further information regarding Prevailing Wage requirements.

28.2. Compliance with California Department of Industrial Relations (DIR). To determine if this Agreement is subject to compliance monitoring and enforcement, go to:
https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html

28.3. Contract Splitting. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

28.4. Use of Prevailing Wages vs. Living Wages. In the event that there is a difference between the amount of wages to be paid under the CITY of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

29. CONFLICT OF INTEREST

SERVICE PROVIDER covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of SERVICE PROVIDER's services under this Agreement. SERVICE PROVIDER further covenants that in the performance of services under this Agreement, no officer, employee or agent of SERVICE PROVIDER having such interest shall be employed by it. In the event the CITY determines that SERVICE PROVIDER must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, SERVICE PROVIDER shall file such Form 700 with the CITY Clerk's Office pursuant to the written instructions provided by the CITY Clerk. Acquisition or maintenance of a conflicting interest by SERVICE PROVIDER may result in termination of this Agreement by the CITY.

30. IRAN CONTRACTING ACT

In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any CONSULTANT that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars ($1,000,000) or more, must certify, that the CONSULTANT is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

A CONSULTANT is ineligible to enter into any contract with the CITY for goods or services of one million dollars ($1,000,000) or more if the CONSULTANT engages in investment activities in Iran. CONSULTANT must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as “Exhibit G.”

31. DISPUTES.

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the CITY’s Designated Representative, who shall reduce this decision to writing and mail a copy to the SERVICE PROVIDER. The decision of the CITY’s Designated Representative shall be final and conclusive unless SERVICE PROVIDER requests mediation within ten (10) calendar days. Pending final decision of a dispute, the SERVICE PROVIDER shall proceed diligently with the performance of the Agreement and in accordance with the decision of the CITY’s Designated Representative.

32. DISPUTE RESOLUTION.

Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a “blindfold” process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

33. AUDIT.

CITY shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by SERVICE PROVIDER in preparing its billings to CITY as a condition precedent to any payment to SERVICE PROVIDER; or for other purposes relating to the Agreement. SERVICE PROVIDER will promptly furnish all documents requested by CITY. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit SERVICE PROVIDER for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, SERVICE PROVIDER 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. SERVICE PROVIDER 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. SERVICE PROVIDER shall include a copy of this Section in all contracts with its subcontractors, and SERVICE PROVIDER 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.

34. ADVERTISING AND PUBLICITY

SERVICE PROVIDER shall not use the name of or refer to CITY directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

35. NONDISCRIMINATORY EMPLOYMENT.

SERVICE PROVIDER shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. SERVICE PROVIDER understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, SERVICE PROVIDER shall be responsible for such subcontractor's compliance with this Section.

36. FORCE MAJEURE.

Neither the SERVICE PROVIDER nor the CITY shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the CITY.

37. GOVERNING LAW.

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

38. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

39. INTEGRATED AGREEMENT.

This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

40. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

41. AUTHORITY TO EXECUTE.

Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

42. EXECUTION – COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

43. INCONSISTENT OR CONFLICTING TERMS.

In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the CITY are not binding upon the CITY's Designated Representative unless specifically agreed to in writing, and initiated by CITY's Designated Representative, as to each additional contractual term or condition.

44. ACKNOWLEDGEMENT.

By signing below, SERVICE PROVIDER acknowledges that it has reviewed the CITY's Trade Services Agreement terms and conditions and insurance requirements and that SERVICE PROVIDER hereby agrees to full compliance.

[Signatures on next page]

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

CITY OF OXNARD

☒John C. Zaragoza, Mayor[1] Date

☐Jennifer Yates, [2]
Purchasing Manager

ATTEST:

Rose Chaparro, CITY Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

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

SGD Enterprises DBA
Four Seasons Landscaping

Steve Darrison, President Date

Ethan Darrison, Vice President[3] Date

[1] The City Council must authorize and the Mayor must execute any agreement over $200,000.

[2] The Purchasing Agent may execute any authorized agreement up to $200,000.

[3] 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

TRADE SERVICE AGREEMENT
(CITY of Oxnard and SGD Enterprises DBA Four Seasons Landscaping)

SCOPE OF SERVICES

Licensing and Professional Certification

Required:

SERVICE PROVIDER/CONTRACTOR must hold a State of California License Classification C-27 License and Maintenance Gardener Pest Control Business (MGB) License throughout the duration of this contract.

Contractor's pesticide applicator shall hold a valid Qualified Applicator Certificate issued by the California Department of Pesticide Regulation throughout the duration of this contract.

General Specifications

The level of service for the CFD may change at the beginning of its fiscal year based upon the level of service requested by the members of the CFD. The level of service document is included in Exhibit B to this Agreement. Maps of specific District areas and features relevant to this scope of work are included as Exhibit C to this Agreement. Quantities of assets (such as trash cans, bbqs, mutt mitt stations, etc.) may not be exact. The Riverpark Basin Maintenance SOP referenced within this scope of work is included as Exhibit D to this Agreement.

SECTION 1000. TURF MAINTENANCE

1000-1 MOWING AND EDGING OF TURF AREAS.

The Contractor shall mow and edge all turf grass areas. Generally, these areas shall be mowed to maintain a height of no less than one (1) inch and no more than two (2) inches; however, site-specific mowing height shall be designated by Project Manager or his or her representative. Mowing frequency shall occur according to the Service Level listed in the City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations for Maintenance Assessment Districts Chart available at the end of these Special Provisions ("Chart") for that particular district; for example, in a district with Service Level B, Contractor shall mow once every two (2) weeks. All turf grass areas shall be edged along sidewalks, paved and hard surface areas as necessary to prevent overgrowth. All in ground boxes will be string-trimmed in a manner that is esthetically pleasing and will minimize lip build-up. Edging shall not be done by chemical methods, unless an approved growth retardant is authorized by the Project Manager or his or her representative. The Contractor shall pick up and dispose of all clippings after each mowing operation, or a mulching deck may be utilized upon approval by Project Manager or his or her representative.

1000-2 SOIL AERIFICATION AND THATCH REMOVAL.

The Contractor shall perform soil aerification for all turf grass areas according to the Service Level listed in the Chart for that particular district. For Service Level A, soil aerification shall be completed in October, March and June. For Service Level B and C, soil aerification shall be completed in March. Aerification shall be done with a power driven aerifier using ½ inch coring tine. The schedule must be pre-approved by the Project Manager or his or her representative. Additionally, Contractor shall notify Project Manager or his or her representative with a written schedule one (1) week prior to the date of aerification commencement. Contractor shall take extreme care to not damage irrigation and landscape improvements with equipment.

The Contractor shall remove thatch build up in the sod layer according to the Service Level listed in the Chart for that particular district; for example, in a district with Service Level A, Contractor must dethatch annually. Dethatching shall be completed in November. The schedule must be pre-approved by the Project Manager or his or her representative. Thatch removal shall be performed with a power-driver verticutting machine. All grass clippings associated with this process shall be removed from the site and disposed of at the Contractor's expense. The thatch removal shall precede the aerification process. The verticutting shall be performed on all turf areas.

1000-3 SOIL TESTING.

The Contractor shall perform or cause to be performed on an annual basis up to ten (10) soil tests at locations determined in cooperation with the Project Manager with sites clearly marked so as not to confuse results. Results are to be compiled and provided to the Project Manager in a report suitable for filing. Soil tests shall include but not be limited to measurements/values for the following items and a fertilizer recommendation:

Soil class: Each soil sample is classified according to humic matter content. The classes are:

MIN: Mineral soil. Low percentage of humic matter.

M-O: Mineral-organic soil. Medium percentage of humic matter.

ORG: Organic soil. High humic matter content.

HM percent: Humic matter percent is a measure of the chemically active fraction of organic matter.

W/V: The soil weight/volume is shown in grams/cubic centimeter and is used to determine the soil class.

CEC: Cation exchange capacity is a measure of the soil's capacity to hold basic cations such as potassium, calcium, and magnesium, plus the acidic cations hydrogen and aluminum.

BS%: Base saturation percent is the percent of the CEC that is occupied by the basic cations [potassium (K), calcium (Ca), and magnesium (Mg)]. BS% indicates the pH and lime status of the soil.

Ac: Exchangeable acidity is the portion of the CEC that is occupied by acidic cations [Aluminum (Al), hydrogen (H)].

pH: Soil pH is a measure of the active acidity [hydrogen (H)] in the soil solution.

P-1 and K-1: Phosphorus (P) and potassium (K) are shown as indexes used to evaluate nutrient availability to plants.

Ca and Mg%: Both calcium (Ca) and magnesium (Mg) are shown as percentages of CEC.

S (sulfur), **Mn** (manganese), **Zn** (zinc), **Cu** (copper).

SS-1: The soluble salt index.

Na: Sodium.

N (nitrogen)**.**

Lime and fertilizer recommendations.

1000-4 FERTILIZATION.

The Contractor shall fertilize all turf grass, shrubs, ground cover and vines according to the Service Level listed in the Chart for that particular district. The schedule must be pre-approved by the Project Manager or his or her representative and shall be of a granular type and component makeup in accordance with the recommendations of the physically closest soil test as described in Section 1000-3. Fertilizer shall be delivered to the site in the original unopened container, bearing the manufacturer's guarantee analysis. Any fertilizer that becomes caked or damaged, making it unsuitable for use, will not be accepted. Immediately following application at each site, Contractor shall thoroughly water the fertilizer into the soil. The Project Manager or his or her representative shall be notified with a written schedule one (1) week prior to the date of the application by the Contractor. Such notification will be subject to approval by the Project Manager or his or her representative. A City representative may be present during fertilization. Dispersible granular formulations shall be used on all turf to help incorporate the fertilizer into the turf and prevent/reduce the visibility of the fertilizer pellets.

Fertilization of turf, planter beds or any other maintenance areas should address plant health, diseases and insect issues.

Any deviation from the schedule requires the written pre-approval of the Project Manager or his or her representative. All fertilization products must be pre-approved by the Project Manager or his or her representative prior to fertilizing.

1000-5 PESTICIDE APPLICATION.

The Contractor shall control and eliminate all weeds, insects, rodents, diseases and any other pests affecting all plant material. The Contractor's applicator shall hold a valid Qualified Applicator Certificate issued by the California Department of Pesticide Regulation. Any quarterly pesticides used must be on the California Department of Pesticide Regulation's approved chemical list. All pesticide use reports shall be submitted to the Ventura County Agriculture Commissioner and a copy shall be forwarded to the Project Manager. Recommendations need to be procured before application of materials. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Ventura County Agriculture Commissioner. In addition, all pesticides used must have the written approval of the Project Manager or his or her representative before application.

The Contractor shall notify the Project Manager or his or her representative a minimum of one (1) week prior to application of pesticides. For follow-up pesticide applications, the Contractor is to provide a second service date upon completion of the initial application and post notices accordingly. The fading colorant solution "Mark-It Blue", or equal, shall be used in conjunction with all hardscape pesticide applications. Upon completion of application, the Contractor shall submit to the Project Manager or his or her representative a copy of all pesticide use reports within 24 hours. Contractor shall provide the name and license number of personnel spraying the chemicals a minimum of one (1) week prior to the application of pesticides. Contractor to ensure proper signage is installed prior to pesticide application per City, County and Federal standards. The current standard to be followed is; all areas to be treated are to be posted with signs no smaller than an 8 ½" x 11" sheet of paper no more than 50 feet apart, one week to two days prior to treatment. Signs will be Contractor provided at Contractor's expense and include a map of the area treated, the label of the chemical applied, and a warning to avoid the area for a time no less than what is recommended on the label.

1000-6 IRRIGATION.

The Contractor shall maintain all irrigation systems as required to maintain proper plant growth in all areas. This shall include manual watering by use of hose bibs and quick couplers in addition to, in conjunction with, or in the absence of automatic irrigation systems. Watering shall be accomplished at times of the day or night to ensure the health of all plants and so that the inconvenience to people using the area will be kept at a minimum. Automatic irrigation shall normally take place at night or early morning hours. Any water runoff or overflow onto roadway, sidewalk and hard surface areas shall be kept at an absolute minimum so as not to cause any pedestrian and/or vehicular liabilities. The City reserves the right to require the Contractor to change the watering schedule as necessary.

The Contractor shall carefully apply irrigation water in quantities required by the different plant species, time of the year, and other basic environmental factors. The effect of the watering program shall be checked by the Contractor according to the Service Level listed in the Chart for that particular district. The interior of the irrigation controller and booster pump enclosure shall be cleaned annually.

1000-6-1 MAINTENANCE EXPECTATIONS

The Contractor shall maintain and/or replace all broken irrigation components and appurtenances including valve box covers. Replacement of irrigation labor costs to be included in this Proposal. Materials and supplies for the replacement of irrigation may be provided by Contractor at-cost if pre-approved by the Project Manager or his or her representative. Each such system must include: backflow prevention devices, electrical and battery-operated irrigation controllers, remote control valves, all valve boxes, gate valves, quick coupling valves, quick coupler boxes, valve box covers, all utility covers, main lines, control wiring, lateral lines, all fittings and riser assemblies, hose bibs, sprinkler heads, vandal-proof enclosures and any other irrigation related items. Replacement of any irrigation items shall be with the same manufacturer and in accordance with the manufacturer's installation recommendations, unless otherwise pre-approved by the Project Manager or his or her representative. All other irrigation replacement shall be subject to approval by the Project Manager or his or her representative.

Contractor shall maintain all irrigation equipment in good working condition such that it shall function properly at all times. Contractor shall inspect irrigation systems on designated service days. All routine maintenance labor shall be provided at the Contractor's expense as a component of the landscape services as a component of the landscape services. All parts shall be provided by the City unless otherwise approved by the Project Manager. Routine maintenance shall include:

- Sprinkler coverage tests
- Ensuring proper sprinkler height and coverage in accordance with system specification
- Adjustment and programming of irrigation controllers
- Replacement of broken lateral lines, valves, and sprinkler bodies
- Adjustment and necessary replacement of all types of nozzles, sprayers, quick couplers, and drip systems
- Cleaning and adjustment of all sprinkler heads
- Replacement of irrigation system boxes and lids
- Ensuring proper wiring of controllers and performance of irrigation programs

Maintenance considered non-routine shall include:

- Replacement of broken/leaking main lines
- Replacement of equipment which requires closing the "Point of Connection" such as replacement of main line ball valves, gate valves, in-line filtration systems, and backflow devices.

1000-6-2 SCHEDULING

Watering schedule and maintenance of irrigation systems must adhere to the City's Water Ordinance No. 2810. Contractor shall turn off all irrigation controllers in advance of periods of rain and turn them back on and reprogram them at the end of the rainy period.

1000-6-3 EQUIPMENT

Contractor will be required to use iCentral, Rainbird, or similar product if irrigation systems are centrally controlled for the control and monitoring of all irrigation systems.

Once the City notifies Contractor of any irrigation related issues, Contractor must respond in writing within the next business day with a proposed resolution.

1000-7 TURF WEED CONTROL/HERBICIDE APPLICATION.

Contractor shall keep all turf grass areas weed free and treated for broadleaf weed control according to the Service Level listed in the Chart; for example, in an area with Service Level A, Contractor shall completely control and eradicate all weeds weekly. Contractor shall do this for that particular area with a product to be pre-approved by the Project Manager or his or her representative. Herbicides may be applied with a backpack sprayer, vehicle mounted spray rig, or tow-behind spray rig. All applications shall be done in a manner consistent with the pesticide label and all State and Federal Guidelines. Tanks used to apply pesticide shall be clean and free of any previously applied chemicals. Water quality may be required to be tested in order to ensure the proper function of applied herbicides. If water quality is suspected of limiting herbicide effectiveness, Project Manager may require Contractor to test water quality and if necessary, require Contractor address issues prior to application. This may include but is not limited to adjusting pH, filtering suspended solids, or adding adjuvants.

Contractor shall ensure that all curbs and gutters, paved walkways, stamped concrete, and joints adjacent to landscaped areas, fence lines, light standard bases, buildings and structures are free of all weeds. Herbicides may be used for weed control upon prior approval by the Project Manager or his or her representative. Tree wells should be maintained by a herbicide approved by the Project Manager or his or her representative.

The Contractor's applicator shall hold a valid Qualified Applicator Certificate issued by the California Department of Pesticide Regulation. Any quarterly applications must be on the California Department of Pesticide Regulation's approved chemical list. All application reports shall be submitted to the Ventura County Agriculture Commissioner and a copy shall be forwarded to the Project Manager. Recommendations need to be procured before application of materials. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Ventura County Agriculture Commissioner. In addition, all herbicides used must have the written approval of the Project Manager or his or her representative before application.

The Contractor shall notify the Project Manager or his or her representative a minimum of one (1) week prior to application. For follow-up applications, the Contractor is to provide a second service date upon completion of the initial application. The fading colorant solution "Mark-It Blue", or equal, shall be used in conjunction with all hardscape applications. Upon completion of application, the Contractor shall submit to the Project Manager or his or her representative a copy of all

application reports within 24 hours. Contractor shall provide the name and license number of personnel spraying the chemicals a minimum of one (1) week prior to the application of the herbicide. Contractor to ensure proper signage is installed prior to any application per City, County and Federal standards. The current standard to be followed is; all areas to be treated are to be posted with signs no smaller than an 8 ½" x 11" sheet of paper no more than 50 feet apart, one week to two days prior to treatment. Signs will be Contractor provided at Contractor expense and include a map of the area treated, the label of the chemical applied, and a warning to avoid the area for a time no less than what is recommended on the label.

1000-8 TURF RENOVATION.

The Contractor shall renovate all turf areas according to the Service Level listed in the Chart for that particular area. For example, in an area with Service Level A, Contractor shall renovate all bare turf areas two times a year. Warm season turf is to be installed during the months of March and April. Cool season turf is to be installed during the months of March and April or September and October. Any application schedule must be pre-approved by the Project Manager or his or her representative.

1000-8-1 SEEDING AND MULCHING

The seeding and mulching operation shall consist of a four step process; seedbed preparation, seeding, mulching, and applying the fertilizer. The last three steps shall be accomplished within 48 hours of starting the seeding operation.

1000-8-2 SEEDBED PREPARATION

The areas to be seeded shall be reasonably smooth and shall conform to the original contours or new contours as shown on the plans before actual seedbed preparation begins. Any debris, including rocks and roots which would interfere with seeding, growth, or maintenance of the vegetation, or as specified elsewhere in these specifications, shall be removed. The surface areas to be seeded, including fill slopes, shall be compacted by first bringing the soil to optimum moisture by drying or adding water, and track walking or rolling firm. The areas shall then be roughened by scarifying, discing, borrowing, or otherwise worked to a depth of 2" to 4". Scarifying operations shall be cross slope, where possible. Cut slopes shall be dressed to neat lines and all loose material raked to the toe and removed.

1000-8-3 DELIVERY

All seed shall be delivered to the site tagged and labeled in accordance with California Agricultural Code. The seed shall be of a quality which has a minimum pure live seed content of 80% (% purity x % germination) and weed seed shall not exceed 0.5%. Legume seed shall be pellet inoculated with appropriate bacteria. The seed shall be broadcast with a truck or tractor mounted automatic seeder, where possible. Hand held breast seeders, (belly grinders) are suitable for small areas. Seed varieties are to be pre-approved through the Project Manager before application.

1000-8-4 RENOVATION MULCHING

Straw mulch shall be blown or hand broadcasted onto the ground. The application technique shall create a uniform depth of not less than two to three inches. The straw fibers shall be applied to form a uniform mat of loose straw through which no more than 15 percent of the original ground surface can be seen. No large clumps or unscattered straw shall be present after application. Straw shall be clean rice, barley or wheat straw. Fibers shall not be chopped less than 6-inches in length.

1000-8-5 FERTILIZER

The fertilizer shall be commercial type ammonium phosphate (16-20-0) and shall contain a minimum of 16% nitrogen, 20% available phosphoric acid, and 0% water soluble potash, and shall contain a minimum of 12 percent sulfur. The fertilizer shall be uniform in composition, dry and free flowing, pelleted or granular. Fertilizer is to be applied at a rate of 1lb per 1000 square feet.

1000-8-6 GERMINATION PERIOD

The Contractor shall be responsible for a successful ground cover and its survival through the germination period. This may include, but not be limited to, applying water or additional seed, and fertilizer. Any failed areas shall be replanted and successfully grown into mature plants, at the sole cost of the Contractor. If it is determined that areas must be fenced to prohibit foot traffic from interfering with proper plant growth, Contractor is to provide temporary fencing at Contractor expense for the duration of the renovation.

1000-8-7 INITIAL TURF AREA RENOVATIONS

An optional turf renovation project may be requested by the City of Oxnard at the inception of the landscape maintenance contract to remedy any issues within the turf from the previous contractor. This project may be completed by the Contractor or through City staff based on the bid award. Services will include the eradication of weeds in desirable turf areas with a selective herbicide. Locations to be bid are included in the Additive/Deductive section of the bid sheet.

SECTION 2000. SHRUB, VINE AND GROUNDCOVER MAINTENANCE

2000-1 PRUNING AND EDGING.

The Contractor shall prune all shrubs, groundcover and vines. Shrubs shall be pruned as needed for natural shape, pest control and line of site issues for safe flow of traffic to the satisfaction of the Project Manager or his or her representative. Contractor shall prune according to the natural growth of each individual plant to maintain proper plant health by cutting out dead, diseased or injured wood and to control growth when an unshapely shrub might result. Contractor shall prevent all plant growth from entering onto the walkways, roadways, hard surface areas, and along fences and walls. Contractor shall remove faded or dead flower heads or their stalks and plant leaves on a weekly basis or according to the Service Level listed in the Chart for that particular district. Contractor shall remove in a manner so as not to damage remaining or new flower buds from coming into bloom.

Edging shall not be done by chemical methods, unless a growth retardant is pre-approved by the Project Manager or his or her representative. Vines on walls shall be maintained at a height 4-6" below the top of the block wall and a depth no greater than four inches (4") from the wall.

2000-2 GROUNDCOVER PRUNING.

Groundcover shall be pruned as needed, according to the Project Manager or his or her representative, to maintain separation away from base of trees, shrub masses, and hardscapes. All pruning debris shall be removed from the site at the Contractor's expense.

2000-3 INSECT AND DISEASE CONTROL.

On designated service days, Contractor shall inspect and treat for any insect or disease related problems.

2000-4 WATER.

Contractor shall monitor moisture levels in irrigated and in non-irrigated bed areas. The Contractor shall utilize City's reporting software system while performing irrigation inspections to report overall all inspections and any problems that may be present during maintenance visits. The maintenance report software and format are at the City's discretion. All watering must adhere to the City's Water Ordinance No. 2810.

2000-5 BED WEED CONTROL.

Contractor shall control weeds in bed areas by mechanical, physical and chemical methods. Bed areas are to be maintained to control and strive to eliminate weeds. For example, in a district with Service Level A, Contractor shall inspect, control and eradicate all weeds daily.

SECTION 3000. TREE MAINTENANCE

3000-1 PRUNING.

The Contractor or his or her representative shall possess a valid arborist certification from the International Society of Arboriculture or similar program approved by the City. This arborist must oversee all pruning work including root pruning and certifying all work meets requirements. City may require that the certified arborist directly supervise any staff completing tree work. All pruning work shall conform to the current ANSI A300 5.3 Pruning Standard in conjunction with the International Society of Arboriculture Publication. Cleaning shall consist of selective pruning to remove one or more of the following parts: dead, diseased, crossing, touching, and broken branches. Thinning shall consist of selective pruning to reduce density of live branches. Thinning should result in an even distribution of branches on individual limbs and throughout the crown of the tree. Raising shall consist of selective pruning to provide specified vertical clearance. Reduction shall consist of selective pruning to decrease height and/or spread as specified. Safety pruning is to trim a tree given careful consideration to the tree site, surroundings, height, overhang and potential of failure. Pollarding, topping and lion tailing shall be considered unacceptable pruning practices for trees.

Contractor shall provide tree maintenance according to the Service Level listed in the Service Level and Frequency of Operation Chart included within this Proposal specification. Service required include but are not limited to prune, shape and structure trees for that particular district and root pruning as needed; for example, in a district with Service Level A, Contractor must selectively prune shrubs and trees as required to prevent encroachment and maintain the shrub's and tree's natural form.
There shall not be any removal of trees under this Scope of Work. No topping of trees will be allowed. Tree pruning shall be done to prevent encroachment of walkways, streets and to preclude obstruction of signs. Pruning is to be scheduled according to the Service Level listed in the Chart for that particular district. Water sprout growth on trunk and in main crotch and sucker growth shall be removed throughout the year. A four inch (4") ring of bare soil or mulch will be maintained around each tree to prevent string trimmer/mower damage and competition from turf/ground cover roots. Roots growing around the base of the tree causing girdling to the trunk area are to be removed. Branches with growth that is crossing or causing rubbing shall be removed to ensure the health of the tree.

Contractor shall remove and dispose of dead or dying palm fronds weekly. Dying palm fronds shall be pruned in a manner that the remaining cut frond stub is cut as close to the trunk of the palm as possible without cutting into the trunk. All pruning cuts shall adhere to current ANSI A300 standards and ISA tree pruning guidelines in conjunction with the International Society of Arboriculture Publication.

3000-2 FERTILIZATION.

Contractor shall fertilize all palm trees using a combination of blood meal and Agriform (slow release) tablets as needed by installing eight (8) holes around the palm trees. These holes shall be two inches (2") in diameter by twelve inches (12") deep and shall be uniformly located around the base of the palm trees, filled with blood meal, and completely watered in. All other trees shall be maintained in accordance with current ANSI A300 fertilization standards in conjunction with the International Society of Arboriculture Publication.

3000-3 INSECT AND DISEASE CONTROL.

Contractor shall inspect and treat for any insect- or disease-related problems. Contractor is required to notify the City and make recommendations of all other trees that may need supplemental insect and disease control.

3000-4 WATER.

The Contractor shall provide proper watering of trees, whether done by automated irrigation systems or manually with the use of a hose. Trees shall be maintained in an upright manner and shall be staked as necessary to maintain this position per ANSI guidelines. Watering must adhere to the City's Water Ordinance No. 2810.

3000-5 STAKING.

The Contractor will attach tree stakes as needed to support tree growth. The Contractor shall remove or loosen any and all tree stakes and/or ties before damage to the trunk is caused by girdling. The Contractor shall take all precautions necessary to prevent damage to trees by any device used to accomplish the terms of the contract per ANSI guidelines.

SECTION 4000. GENERAL SITE MAINTENANCE

4000-1 LITTER AND DEBRIS CONTROL.

All areas of maintenance responsibility, including but not limited to paved parking that is not on-street parking in front of residences, shall be kept free of all trimmings, leaves, grass cuttings, dirt, mud and litter, including broken glass or other such debris. All trimmings, litter and debris shall be removed and disposed of off-site at the Contractor's expense. Litter and debris pick-up and removal shall be done according to the Service Level listed in the Chart for that particular district and shall include sidewalks adjacent to areas of responsibility. All walkway areas should be blown clean during maintenance and should be free of clipping and debris. This includes street, curb, and gutter areas.

4000-1-1 SERVICE LEVEL A

For Service Level A, the Contractor will be required to empty the trash cans three days per week (Monday, Wednesday, & Friday) throughout the District (approximately 63 receptacles). On weekends, the Contractor will provide 2 supplemental staff members to perform basic maintenance services such as trash pickup and restroom opening and servicing. A sweep of the parks shall be done when collecting trash from the receptacles to pick up any arrant debris. Extra sweeps throughout the parks for debris will be made on Tuesdays and Thursdays. All debris in parks shall be thoroughly removed. Mutt Mitt Stations (approximately 42 stations) shall be checked, stocked, and trash removed Monday, Wednesday & Friday.

4000-1-2 SERVICE LEVEL B – F

Contractor will be required to remove trash on service days as scheduled with the Project Manager.

4000-2 PARK AMENITIES.

Contractor must notify the Project Manager or his or her representative of any deficiencies to the park amenities including but not limited to play structures, exercise stations, restrooms, tennis courts, benches, picnic tables, trash receptacles and mutt-mitt stations on designated service days. Contractor will be responsible for cleaning of park amenities including playgrounds, tennis courts, benches, picnic tables, trash receptacles, and dog mutt-mitt dispensers. Restrooms will be maintained through a separate janitorial contract. If Contractor notices any park amenities that need service or repair, they are to be reported to the Project Manager or his or her representative for

corrective action. It is the responsibility of the Contractor to ensure paths of travel are free of any sand, wood chips, or other material that may cause a hazard.

4000-2-1 SERVICE LEVEL A

Contractor will be required to open restrooms by 8 AM Sunday through Saturday. Restrooms should be clean upon opening however, basic tidying/wiping down may be necessary. BBQ's (approximately 24 sites) within the parks should be checked twice per week on Mondays and Fridays. Cool coals and debris should be disposed of properly. Contractor will be required to clean the BBQ grills, pressure wash picnic pavilions (approximately 17 picnic areas) and playground equipment (6 sites) bi-monthly May – October and monthly November – April. Additional pressure washing will be required on the day before and after a major holiday. Tennis and basketball courts are to be pressure washed every March, June, September, and December.

4000-2-2 SERVICE LEVEL B-F

Contractor will be responsible for providing maintenance to aforementioned amenities on service days.

4000-3 ELECTRICAL SYSTEM LIGHTING.

If applicable to the district, the Contractor shall regularly inspect all electrical lighting systems for proper functioning and report deficiencies to the Project Manager or his or her representative. Contractor shall inspect all lights and timers on a weekly basis within Service Level A areas and on designated service days within Service Level B-F areas. All repairs shall be handled by an outside Electrician and are not included in this contract. Any electrical hazards should be reported immediately to the Project Manager or his or her representative.

4000-4 WATER AND ELECTRICAL COSTS.

The City shall be responsible for paying all water and electrical costs at the site. However, the Contractor shall make every effort to conserve these resources and must ensure that during the rainy season, all irrigation systems are turned off and turned back on per direction of the City. Watering must adhere to the City's Water Ordinance No. 2810.

4000-5 GRAFFITI.

The Contractor shall include all labor and material costs for removal of graffiti from contracted areas as stated in the Service Level document. Such items for repair, removal, replacement or other corrective measures resulting from graffiti include but are not limited to: shrubs, trees, vines, turf, groundcover, all walls and signs, backflow devices, irrigation controllers, remote control wiring, lateral lines, fittings, risers, hose bibs, sprinkler heads, enclosures, or any item within the contracted district that has been vandalized by graffiti. Graffiti shall be removed with chemical/pressure washer on all non-painted surfaces. Under no circumstances is graffiti to be painted over on sidewalks, curbs/gutter, block walls or pilasters, monument signs or similar items. Graffiti on painted surfaces shall be removed and the area shall be repainted if necessary. Etching shall be sanded until the etching has been removed. The Contractor shall provide all labor and material to remove graffiti within 24 hours of notification. Any graffiti deemed by the City to be excessive, major or out of the

scope of the contract may be assigned to another contractor or City staff to complete the removal. All Graffiti is generally considered the responsibility of the Contractor to remove and should be removed within 24 hours of notification. The expectation is that the Contractor will utilize maintenance staff that is already on property for the removal of this graffiti and not bring in extra staff for this task.

4000-6 VANDALISM AND THEFT.

The Contractor shall include all labor costs for repairs within the Proposal for items damaged due to vandalism or theft. City to provide all materials. Such items for repair, removal, replacement or other corrective measures resulting from vandalism and theft may include but are not limited to shrubs, trees, vines, turf, groundcover, all walls and signs, backflow devices, irrigation controllers, remote control wiring, lateral lines, fittings, risers, hose bibs, sprinkler heads, enclosures, or any item that has been vandalized by methods other than graffiti or have been stolen from the property. The Contractor shall make all repairs within 24 hours, unless previously approved by the Project Manager or his or her representative, to remove, replace or otherwise correct items affected by vandalism and theft.

4000-7 LANDSCAPE REPLACEMENT.

Contractor must replant landscape areas that fail to thrive as a result of the Contractor or its maintenance or horticultural practices. Contractor shall identify these areas and submit a list of them in writing to the Project Manager or his or her representative. All maintenance of replanted material will be the responsibility of the Contractor, whether planted by the Contractor or some other entity during the Contract Term.

4000-8 INSPECTIONS.

Upon execution of the Contract, Contractor and City will perform a thorough inspection of all landscaping and irrigation in each district to determine if there are deficient areas prior to the beginning of services. After the inspection, any noted deficiencies will be corrected prior to handing responsibility over to the Contractor for that area. For example, if there are broken sprinkler heads, repairs will be made to correct them and the Contractor will be responsible for the maintenance after that correction is complete.

Contractor or representative shall be available to perform regular inspections of the district(s) with the Project Manager or his or her representative. Inspections shall occur bi-monthly at an agreed-upon time.

4000-9 RESPONSE AND INQUIRIES.

The Contractor shall be required to respond within 90 minutes to any inquiries made between the hours of 7:00 am to 4:00 pm Monday through Friday. Inquiries received on weekends and holidays must be replied to at the first available opportunity the following Business Day.

4000-10 TRAFFIC CONTROL.

Contractor is responsible for traffic control for work within the public right-of-way. If required by the City, the Contractor must submit a traffic control plan to the City Traffic Engineer 15 days prior to the execution of related work. The traffic control plan must be stamped by a licensed engineer unless Contractor elects to use a standard control plan from the WATCH Handbook. Plan shall include a detour for pedestrians. If no detour can be safely provided for pedestrians, one crewmember must be assigned flagger duties to safely escort pedestrians. All traffic control equipment must be in good working condition. Flaggers and workers must all wear appropriate personal protective equipment. City shall pay for all traffic control permits.

4000-11 DETENTION BASIN FENCES AND GENERAL FENCE MAINTENANCE.

If applicable to the district, on designated service days, Contractor shall perform a visual inspection, looking for missing and/or damaged parts. On designated service days, the fence will be thoroughly inspected for damaged or missing bars, loose footings, and chipped paint. Irrigation heads must be operating in a manner as to not spray the fence. Any issue found during inspections will be reported in writing to the Project Manager or his or her designated representative. If a hazardous condition exists, Contractor must make necessary adjustments to ensure the area is safe. Annually, all fencing on property should be pressure washed in January, to remove any webs, plant material and dirt from the fence.

4000-12 DETENTION BASINS.

Contractor shall maintain the detention basin maintenance protocols outlined in the Riverpark Detention Basin Maintenance SOP. This maintenance is to include that staff are properly trained in basin maintenance protocol outlined by the Project Manager or his or her representative. Staff shall perform inspections at specified times of the year and perform routine maintenance outlined in the Basin Maintenance Protocols.

4000-12-1 TRAINING

All staff are to receive proper training from the Project Manager or his or her representatives before any inspections and maintenance are performed in Riverpark basins and bio-swales.

4000-12-2 INSPECTIONS

The Contractor shall perform a pre-, mid-, and post-season storm inspection with the Project Manager or his or her representative during the month of October, January and April to evaluate the condition of the detention basins and plan any necessary maintenance. The Contractor will also need to perform an inspection of the basins directly after any storm events of 2” or more to evaluate the condition of the basin and plan any necessary maintenance. The Contractor is to notify the Project Manager or his or her staff if any illicit or unauthorized dumping is noted during inspections or site visits.

4000-12-3-1 MONTHLY MAINTENANCE

Contractor shall perform monthly irrigation checks to make sure that the irrigation is in proper working order.

4000-12-3-2 QUARTERLY MAINTENANCE

During the months of January, April, July, and October, the Contractor shall inspect vegetative cover on embankments. Repair any bare spots & remove woody vegetation or invasive plant species on embankment, access and bottom areas. Contractor is to also inspect embankment areas for the presence of any animal burrows & fill in any existing burrows. Maintain inlet & channel flow spreaders. Regular removal of any accumulated litter, branches, rocks or other debris.

Pesticide application is to be kept to a minimum. All pesticides are to be pre-approved through the Project Manager or his or her representatives. The contractor is to trim away any plant material from the fence to mitigate encroachment of plant material between public areas. The bottom flat portion of the basin shall be maintained in a way to promote the presence of healthy and robust vegetation going into the winter rainy season. This will help vegetation growth on the basin floor year-round. Drain inlets and the outlet structure should be cleared of vegetation every fall to ensure that flow restrictions do not occur.

4000-12-3-3 BI-ANNUAL MAINTENANCE

Mowing of the basin may be performed in early spring (March/April) after the last rains and again in late fall (October) if necessary. Mowing height should be 12” or higher to provide for maximum filtration of the storm water. Clippings from mowing the basin should be left in place as a mulch layer to provide water retention and additional filtration. Contractor shall remove small areas of sediment build-up.

4000-13 NATURE TRAIL.

Contractor shall maintain the designated areas of the Nature Trail quarterly for weed control and tree maintenance. Contractor shall perform monthly irrigation checks to make sure that the irrigation is in proper working order. Inspections for litter and debris removal will be done on designated service days.

4000-14 MAINTENANCE REPORTING SOFTWARE.

Contractor will be required to utilize the maintenance reporting software designated by the Project Manager or his or her representative during the term of the contract. Usage of the software will include, but is not limited to property check-ins, deficiency reporting, work orders, inventory management, etc.

4000-15 DOG PARKS.

Contractor will provide maintenance for any District dog park in accordance with the following specifications. The Project Manager or his or her representative will post signs with closure days, months, and times respectively that shall be adhered to. Any deviation from the schedule must be approved by the Project Manager or his or her designee prior to any rescheduling of service and must be provided with at least a 48 hour notice to notify residents.

4000-15-1 WEEKLY MAINTENANCE

Dog parks will be closed every Thursday from dawn until 12PM for weekly maintenance. Contractor will mow the turf once per week during the Dog Park Closure hours. Weeds in planter beds and tree wells shall be removed. An irrigation check shall be performed and any deficient irrigation repaired so that it is in proper working order. Fencing and recreational features shall be checked visually and any deficiencies promptly reported to the Project Manager. The Contractor shall unlock all public entrance gates after maintenance has been completed.

4000-15-2 QUARTERLY MAINTENANCE

Contractor shall pressure wash all dog park agility stations, picnic tables, concrete entry areas and sidewalks directly outside of the dog park every January, April, July, and October.

4000-15-3 BI-ANNUAL CLOSURE AND MAINTENANCE

Contractor under the direction of the Project Manager or his or her representative, will close down the dog park for a mandatory rest period per the following:

4000-15-3-1 DOG PARK SCOPE OF SERVICE

Under the direction of the Project Manager or his or her designee, the Contractor will close down the dog park for a two (2) – six (6) week maintenance periods every six (6) months in March and September. During this closure, all turf shall be treated for weeds using a City approved herbicide, dethatched, aerated, re-seeded, top dressed and fertilized. Any bare areas should be fully filled in upon completion of the maintenance period. Pressure washing of all dog agility equipment and concrete areas during the rest period shall also be performed during this time.

4000-16 STAFFING EXPECTATIONS.

Contractor is expected to adjust and manage staffing as necessary to complete the tasks and frequency of tasks as outlined within this scope of work.

4000-16-1 SERVICE LEVEL A

Contractor will be required to have a **minimum** staffing level of one (1) irrigation technician and one (1) crew supervisor, on property for eight (8) hours per day, five (5) days per week, Monday – Friday. Weekend and Holiday staffing will be determined as necessary by the Contractor to address maintenance requirements.

4000-16-2 SERVICE LEVEL B

Contractor will be required to have one (1) full time irrigation technician and one (1) crew supervisor on property during service days. Staffing levels should reflect the number of staff needed to complete the services required through this contract.

4000-16-3 SERVICE LEVEL C, D AND F

Contractor will be required to have one (1) crew supervisor on property on service days. Contractor will be required to have an irrigation technician available to address deficiencies within a 24 hour time frame but this person does not need to be on property during service days.

4000-16-4 RAIN AND INCLEMENT WEATHER

In the event of inclement weather, Contractor remains responsible for providing services. Power machinery and tools that cannot be operated safely in foul weather conditions may not be used. However, Contractor is to exhaust all other means of providing service prior to ending any service days in any District. Contractor is responsible for providing for the safety of their crews and in the event that crews will not be on site due to weather conditions, Contractor must notify the Project Manager in writing.

4000-16-5 STAFF UNIFORMS

Contractor will be required to provide staff uniforms that uniquely identify them as crew members assigned to this contract. If the Contractor maintains contracts with HOAs or businesses within the City, the Contractor shall be required to have their staff wearing uniforms which clearly identify them from other Contractor's staff working in the HOA or business areas. Uniforms shall be agreed upon between Contractor and the Project Manager prior to the start of any work.

4000-17 MULCH.

During the course of this Agreement, Contractor may be required to install up to 2,000 cubic yards of mulch per calendar year at no additional cost to the City. City shall provide mulch which shall be clean and free of all undesirable debris. Mulch may be applied to, but is not limited to, the following areas: planters, tree wells, pathways, medians, and parkways. Mulch is to be applied during the months of February, May, August, and October. Mulch may be applied via blower or by hand if appropriate.

SECTION 5000. GENERAL LANDSCAPE MAINTENANCE, FERTILIZATION, WEED AND INSECT CONTROL SPECIFICATIONS

5000-1 INSTRUCTIONS FOR USE.

All pesticides, insecticides, fertilizers, and any other chemical products must be used in strict compliance with labels and instructions. All pesticide applications must be made with "Mark-It Blue" fading colorant or "Equal" when applied to hardscapes. Applications must comply with all state and federal regulations. The specifications contained herein are intended to be consistent with current label instructions. In the event the specifications conflict with instructions on the pesticide, herbicide, or fertilizer labels, the label instructions shall govern. MSDS (Material Safety Data Sheets) forms shall be placed in visible locations prior to spray applications.

5000-2 CHEMICALS AND FERTILIZERS.

Contractor, rather than the City, shall apply all chemicals and fertilizers.

5000-3 WEATHER.

Chemical types and applications must be applied based upon the weather conditions.

5000-4 INSECT, DISEASE AND NUTRIENT PROBLEMS.

Contractor shall control any insect, disease, or nutrient problems that may occur during the year.

5000-5 EXTRA VISITS.

Contractor shall make necessary visits during the year to correct any problems that may occur during the Contract Term.

5000-6 VERTEBRATE (PEST) CONTROL.

Gopher and rodent problems are to be addressed according to the Service Level listed in the Chart for that particular district. Vertebrate pest control abatement shall include the following locations but are not limited to turf, planter beds, shrubbery, vines, ground cover or in association with tree maintenance. Written notification of the type of pesticide to be used and frequency of application must be submitted to the Project Manager or his or her representative for pre-approval.

SECTION 6000. REPORTS

Contractor will be required to utilize the maintenance reporting software as determined by the City and report daily work being performed on designated service days with pictures and comments detailing work that has been completed. Contractor's lead worker(s) and/or irrigation tech(s) shall be required to keep the maintenance reporting software active on device for the duration of time while on site. The following reports will be required from the Contractor on a monthly basis within Service Level A through D Districts and quarterly within Service Level F Districts:

- A **Tree and Plant Health Inspection Report** using the maintenance reporting software for the entire property.
- A **General Inspection Report** detailing tasks that have been completed and those still in progress. This report should reference both deficiencies addressed by the City's maintenance inspection report and feedback provided by the Project Manager and Landscape Maintenance Inspector
- **Irrigation Report** detailing deficiencies discovered, their repair, and any additional irrigation tasks that to be completed on designated service days.

Contractor reports shall include photographs of any repairs or enhancements made to a location within the designated maintenance area along with any necessary comments or feedback in regards to work order concerns.

SECTION 7000. REFUSE DISPOSAL

Contractor will be required, at Contractor's expense, to dispose of all green waste within the Oxnard City limits either through drop off at the Del Norte Transfer Station or through a green waste bin at an agreed upon location(s). The Contractor may be provided a right-of-use entry to an agreed upon location for storage of such a bin. Clean wood mulch generated during the course of this agreement may be stored at an agreed upon location on-site and spread within designated areas.

SECTION 8000. SUPPLEMENTAL LABOR

At the request of the Project Manager, Contractor may be asked to provide a bid for supplemental labor for additional landscape maintenance tasks within the District that include but are not limited to replanting projects, trash/debris removal, and amenity maintenance.

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

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/ 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

EXHIBIT C

TRADE SERVICE AGREEMENT
(CITY of Oxnard and SGD Enterprises DBA Four Seasons Landscaping)

SCHEDULE OF COMPENSATION

Service Item	Unit of Bid	Frequency of Service	Service Level				
			A	B	C	D	F
Turf Maintenance							
Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	$ 1,723.67				
		Every 2 Weeks		$ 3,447.34			
		Every Third Week			$ 5,272.40		
		Monthly				$ 7,469.23	
		Quarterly					$ 22,407.70
Aerate	Cost ($) / Service Visit	3x Per Year	$ 19,917.95				
		Annually		$ 59,753.85	$ 44,815.39	$ 38,840.00	
Dethatch	Cost ($) / Service Visit	Annually	$ 59,753.85	$ 44,815.39	$ 38,840.00		
Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	$ 7,469.23				
		Annually		$ 14,938.46	$ 11,203.85		
Fertilization							
Turf	Cost ($) / Service Visit	Quarterly	$ 14,938.46				
		Bi-Annually		$ 29,876.93			
		Annually			$ 59,753.85	$ 44,815.39	
Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	$ 3,112.18				
		Quarterly		$ 9,336.54			
		Bi-Annually			$ 18,673.08		
		Annually				$ 28,009.62	
Trash and Debris Removal							

Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All services listed in sections 4000-1 and 4000-2))	Cost ($) / Service Visit	Daily	**$ 343.41**				
		Weekly		**$ 1,723.67**	**$ 1,292.75**	**$ 1,120.39**	
Graffiti							
Inspect and Remove	Cost ($) / Service Visit	Daily	**$ 143.09**				
		Weekly		**$ 718.20**			
		Every Two Weeks			**$ 1,436.39**		
		Monthly				**$ 2,334.14**	
Pest Control							
Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	**$ 1,800.00**	**$ 1,800.00**	**$ 1,800.00**	**$ 1,800.00**	
Weed Control							
Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	**$ 343.41**				
		Every 2 Weeks		**$ 3,447.34**			
		Every Third Week			**$ 5,272.40**		
		Monthly				**$ 7,469.23**	
		Quarterly					**$ 22,407.70**
Irrigation							
Inspect and adjust/repair	Cost ($) / Service Visit	Daily	**$ 343.41**				
		Every 2 Weeks		**$ 3,447.34**			

		Every Third Week			$ 5,272.40		
		Quarterly				$ 22,407.70	
Pruning and Trimming							
Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 1,149.11				
		Monthly		$ 4,979.49	$ 3,734.62		
		Quarterly				$ 11,203.85	
		Semi-Annually					$ 22,407.69
Trees	Cost ($) / Service Visit	Monthly	$ 3,112.18				
		Quarterly		$ 9,336.54			
		Encroachments & Hazards Only			$ 1,000.00	$ 1,000.00	

Additional / Irregular Services		
Service Item	**Unit of Bid**	**Bid**
Soil Testing		
Soil Test per Site	Cost ($) / Service Visit	$ 300.00
Fencing		
Pressure Wash (annually)	Cost ($) / Service Visit	$ 19,917.95
Detention Basin Maintenance		
Inspection (Section 4000-12-2)	Cost ($) / Service Visit	$ 250.00
Monthly Maintenance (Section 4000-12-3-1)	Cost ($) / Service Visit	$ 4,149.57
Quarterly Maintenance (Section 4000-12-3-2)	Cost ($) / Service Visit	$ 6,224.36
Bi-Annual Maintenance (Section 4000-12-3-3)	Cost ($) / Service Visit	$ 12,448.72
Dog Park Maintenance		
Weekly Maintenance (Section 4000-15-1)	Cost ($) / Service Visit	$ 1,101.23
Quarterly Maintenance (Section 4000-15-2)	Cost ($) / Service Visit	$ 7,469.23
Bi-Annual Maintenance (Section 4000-15-3)	Cost ($) / Service Visit	$ 14,938.47
Reports		
Tree and Plant Health Inspection Report	Per Report	$ 250.00
General Inspection Report	Per Report	$ 250.00
Irrigation Report	Per Report	$ 250.00
Supplemental Labor		
Laborer	Hourly Rate	$ 50.00
Irrigation Tech	Hourly Rate	$ 60.00
Crew Lead	Hourly Rate	$ 70.00

EXHIBIT D

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and SGD Enterprises DBA Four Seasons Landscaping)

INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/SERVICE PROVIDER/SELLER/BIDDER (hereafter referred to as "SERVICE PROVIDER") must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

Exhibit INS-D

INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS (WITHOUT BUILDER'S RISK REQUIREMENT)

1. Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.

. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

b. Business Automobile Liability Insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than $1,000,000, with neither Contractor nor listed subcontractors having less than $500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.

d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

1. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-D. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

0. 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.

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

0. 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.

0. 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.

0. 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.

1/23

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.

NS-D.doc

ACORD CERTIFICATE OF INSURANCE ISSUE DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
CODE SUB-CODE	**COMPANIES AFFORDING INSURANCE COVERAGE**
INSURED	COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER B

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

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

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

CERTIFICATE HOLDER	**CANCELLATION**
CITY OF OXNARD % Evident ID, Inc. **8520 Allison Pointe Blvd. Ste 223** **PMB 5210** **Indianapolis, Indiana 462500-4299 US**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~ AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")	**SUBMIT IN DUPLICATE**	
	ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER
Telephone:

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

NAMED INSURED

• Deductible • Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____ coverage. • Per Occurrence • Per Claim (which)

TYPE OF INSURANCE

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

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		

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name: _____
:_____ _____
_____
ne: (_____)_____

• FIRE DAMAGE • _____ • _____		

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or

a. 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 462500-4299 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 ____

Rev. 1/23 INS-D.doc

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")	**SUBMIT IN DUPLICATE**	
	ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER Telephone:	POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE • Included in Limits • In Addition to Limits	
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: _____ s:_____ _ one: (_____)_____	

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:

. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or

a. 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 462500-4299 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 _

Rev. 1/23 INS-D.doc

EXHIBIT E

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and SGD Enterprises DBA Four Seasons Landscaping)

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. SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than $18.89 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

D. In addition, if SERVICE PROVIDER fails to comply with the Living Wage Policy in any manner, SERVICE PROVIDER 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. SERVICE PROVIDER shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to SERVICE PROVIDER of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2023

SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than $18.89 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2024, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. SERVICE PROVIDER 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.

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

c. In addition, if SERVICE PROVIDER fails to comply with the Living Wage Policy in any manner, SERVICE PROVIDER 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. SERVICE PROVIDER shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to SERVICE PROVIDER of the amount owed.

EXHIBIT F

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and SGD Enterprises DBA Four Seasons Landscaping)

PREVAILING WAGE

1. SERVICE PROVIDER acknowledges that the Project defined in the Agreement between SERVICE PROVIDER and CITY is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. SERVICE PROVIDER shall perform the Project as a public work. SERVICE PROVIDER shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.

2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. SERVICE PROVIDER acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and SERVICE PROVIDER shall post such rates at each job site covered by this Agreement.

3. SERVICE PROVIDER is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. SERVICE PROVIDER shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. SERVICE PROVIDER shall, as a penalty to CITY, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by SERVICE PROVIDER or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. SERVICE PROVIDER shall comply with Labor Code Section 1776, which requires SERVICE PROVIDER and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform CITY of the location of the records.

6. SERVICE PROVIDER shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement,

SERVICE PROVIDER shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, SERVICE PROVIDER and each of its subcontractors shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. SERVICE PROVIDER may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, SERVICE PROVIDER must immediately notify CITY.

8. SERVICE PROVIDER is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. SERVICE PROVIDER shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.

9. SERVICE PROVIDER acknowledges that 8 hours labor constitutes a legal day's work. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1810.

10. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. SERVICE PROVIDER shall, as a penalty to CITY, forfeit $25 for each worker employed in the performance of this Agreement by SERVICE PROVIDER or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by SERVICE PROVIDER's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. SERVICE PROVIDER shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. SERVICE PROVIDER shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. SERVICE PROVIDER shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay

its workers the specified prevailing rate of wages, SERVICE PROVIDER shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, SERVICE PROVIDER shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify CITY, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Service Provider, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of SERVICE PROVIDER under this Section shall survive Agreement termination.

EXHIBIT G
LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and SGD Enterprises DBA Four Seasons Landscaping)

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)

Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to,or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars ($1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete **one** of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entityidentified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engagedin investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): _____ Federal ID Number (or n/a): _____

By (Authorized Signature):

_____

Printed Name & Title of Person Signing: Date Executed

_____ _____

Executed in the County of_____ in the State of _____

OPTION No.2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institutionengaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed): _____ Federal ID Number (or n/a): _____

By (Authorized Signature):

_____

Printed Name & Title of Person Signing: Date Executed

_____ _____

Executed in the County of_____ in the State of _____

Exhibit H

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT

(CITY of Oxnard and SGD Enterprises DBA Four Seasons Landscaping)

LANDSCAPE MAINTENANCE CITATION FORM

Maintenance Item	Date	Comments	Citation Issued (Y/N)	# of Occurences		Citation Amount		Total
Turf								
Mowing, Edging & Trimming					x	$250.00	=	
Aeration					x	$250.00	=	
Dethatching					x	$250.00	=	
Overseeding					x	$250.00	=	
Removal of grass clippings					x	$250.00	=	
Fertilization								
Turf					x	$250.00	=	
Shrubs, Groundcover, Vines, Trees					x	$250.00	=	
Trash and Debris Removal					x	$250.00	=	
Weed Control					x	$250.00	=	
Pest Control					x	$250.00	=	
Pruning, Trimming & Staking								
Shrubs, Groundcover, Vines					x	$250.00	=	
Trees					x	$250.00	=	
Graffiti					x	$250.00	=	
Irrigation					x	$250.00	=	

Citations are issued in the event that services are not provided to an acceptable standard or for failure to perform the work in accordance with agreement section 10.

Comments: Please see attached supplemental document for additional notes.

City Of Oxnard: Date:

LARGE WOOLSEY
WATER STORAGE / RESTORE
BASIN

COMPACTED PMB
MAINTENANCE ROAD

COMPACTED PMB
MAINTENANCE ROAD

NORTH DETENTION
BASIN

RECREATIONAL
TRAIL

RIVER LEVEE
BUFFER & TRAIL

SMALL WOOLSEY & VICKERS
WATER STORAGE / RECHARGE
BASIN

RECREATIONAL
TRAIL

APPROXIMATE LAYOUT
OF VINEYARD MEDIANS

EAST
DETENTION
BASIN

FUTURE CFD
MAINTENANCE YARD

BRIGHAM WATER STORAGE / RECHARGE BASIN

FIRE
STATION

SOUTH
DETENTION
BASIN

RECREATIONAL
TRAIL

RIO DEL MAR
ELEMENTARY
SCHOOL

APPROXIMATE LAYOUT
OF VINEYARD MEDIANS

GYM

INTERMEDIATE
SCHOOL
SITE

WINDROW
PARK

CENTRAL
PARK

EAST
PARK

CRESENT
PARK

VILLAGE
GREEN

WESTERN
SCHOOL
SITE

OXNARD
CIRCLE

GATEWAY
PARK

VINEYARDS
PARK

RP APARTMENTS 400

TOWN SQUARE

COMMONS GREEN

NORTH
COLLECTION

WEST
COLLECTION

THE COLLECTION

CHILDRENS
PARK

VISTA URBANA

CABRILLO

FREEWAY

VENTURA

SANTA CLARA RIVER

VINEYARD AVENUE

APPROXIMATE LAYOUT
OF VINEYARD MEDIANS

MAINTENANCE AREAS

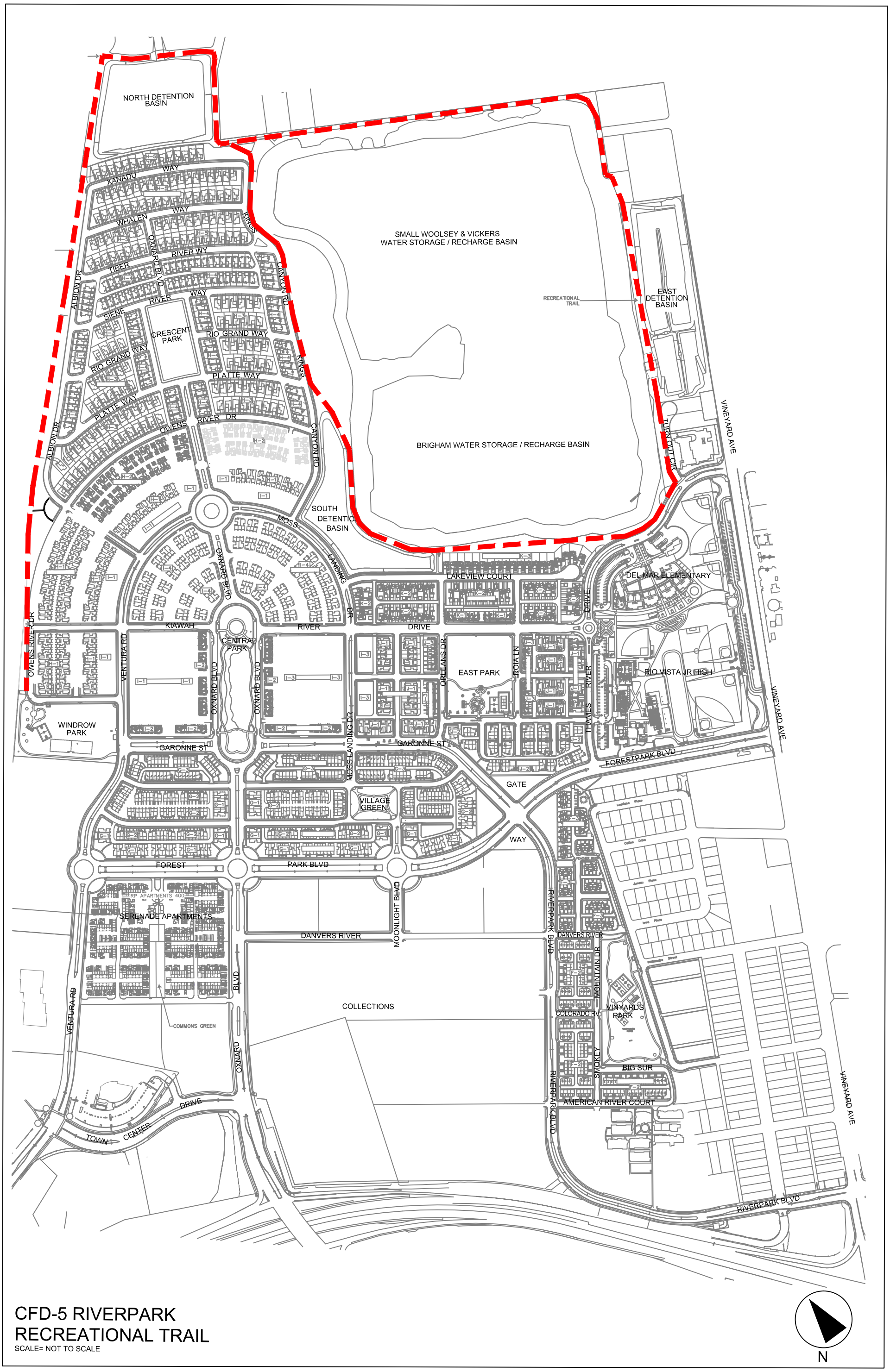
- CFD MAINTENANCE
- MASTER H.O.A. (NOT INCLUDED)
- MASTER D.S.A. (NOT INCLUDED)
- SUB H.O.A. (NOT INCLUDED) RESIDENTIAL
- SUB H.O.A. (NOT INCLUDED) APARTMENTS & COMMERCIAL
- ADJACENT PROPERTY OWNER
- JOINT POWER AUTHORITY (JPA) / CITY OF OXNARD MAINTENANCE ROAD
- FUTURE CFD MAINTAINED MEDIANS SEPARATE RECLAIMED WATER METER AND AUTO CONTROLLER REQUIRED
- RECREATIONAL TRAIL

RIVERPARK
RiverPark Legacy, LLC

REVISED BY:
JORDAN, GILBERT & BAIN
LANDSCAPE ARCHITECTS, INC.
3350 LOMA VISTA ROAD, VENTURA CA 93003
(805) 642-3641 FAX (805) 642-9614

LICENSE AGREEMENT
CFD MAINTENANCE AREA PLAN
SEPTEMBER 22, 2016

PARK DISTRICT SUPERVISOR DATE


NORTH DETENTION BASIN
SMALL WOOLSEY & VICKERS WATER STORAGE / RECHARGE BASIN
RECREATIONAL TRAIL
EAST DETENTION BASIN
BRIGHAM WATER STORAGE / RECHARGE BASIN
SOUTH DETENTION BASIN
XANADU WAY
WHALEN WAY
TIBER WAY
SIENE WAY
RIVER WAY
RIVER WAY
CRESCENT PARK
RIO GRAND WAY
RIO GRAND WAY
PLATTE WAY
PLATTE WAY
OWENS RIVER DR
ALBION DR
ALBION DR
OXNARD BLVD
CANYON RD
CANYON RD
KINGS
KINGS
MOSS LANDING DR
LANDING DR
LAKEVIEW COURT
DEL MAR ELEMENTARY
TURN OUT CIR
VINEYARD AVE
VINEYARD AVE
KIAWAH RIVER DRIVE
CENTRAL PARK
OXNARD BLVD
OXNARD BLVD
VENTURA RD
OWENS RIVER DR
WINDROW PARK
GARONNE ST
GARONNE ST
EAST PARK
ROJA LN
ORLEANS DR
THAMES RIVER DRIVE
RIO VISTA JR HIGH
FORESTPARK BLVD
GATE
VILLAGE GREEN
FOREST PARK BLVD
WAY
SERENADE APARTMENTS
RP APARTMENTS 400
DANVERS RIVER
MOONLIGHT BLVD
RIVERPARK BLVD
DANVERS RIVER
MOUNTAIN DR
COLLECTIONS
COMMONS GREEN
VENTURA RD
OXNARD BLVD
COLORADO RIVER
VINYARDS PARK
SMOKEY BIG SUR
AMERICAN RIVER COURT
RIVERPARK BLVD
RIVERPARK BLVD
VINEYARD AVE
TOWN CENTER DRIVE
CFD-5 RIVERPARK
RECREATIONAL TRAIL
SCALE= NOT TO SCALE
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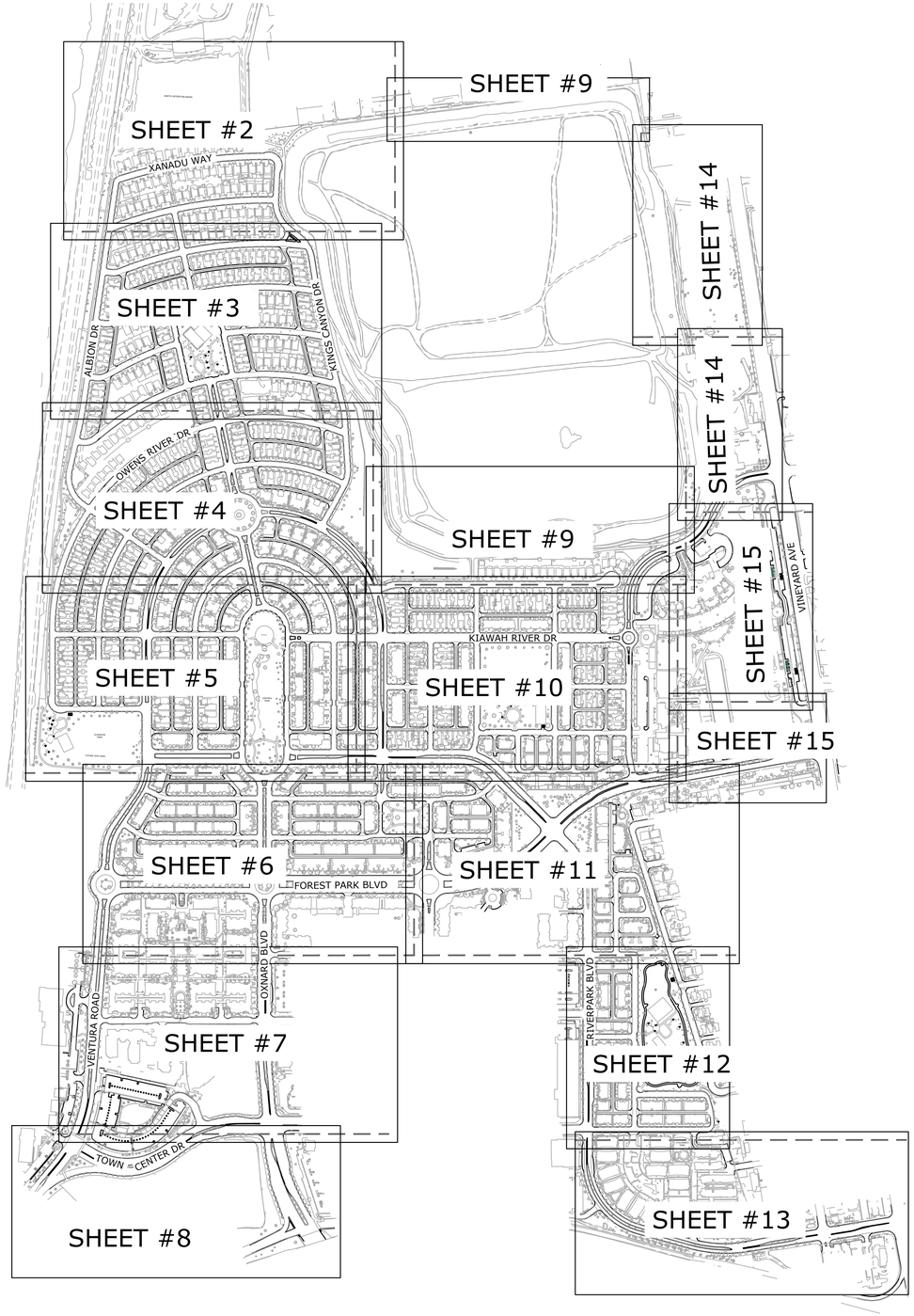

LEGEND		AREA (IN SQ FT.)
	PLAYGROUND/EXERCISE	51,133
	PICNIC STRUCTURE	1,672
	PICNIC AREA	1,291
	TRASH ENCLOSURE	1,613
	RESTROOMS	3,991
	SPORT COURTS	45,806
	TRASH RECEPTACLE	67 COUNT
	MUTT-MITT STATION	41 COUNT
	BBQ PITS	XX COUNT
	DRINKING FOUNTAINS	XX COUNT

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Encompass Consultant Group
333 N. LANTANA ST, SUITE 287, CAMARILLO, CA 93010
PHONE: 805.322.4443 WEBSITE: WWW.ECGCIVIL.COM

SALVADOR CONTRERAS DATE: 09/12/2017
PROJECT ENGINEER
R.C.E.
W.O. 0013.06

REGISTERED PROFESSIONAL ENGINEER
SALVADOR CONTRERAS, JR.
NO 66720
CIVIL
STATE OF CALIFORNIA

REVISIONS

MARK	DATE	DESCRIPTION	BY

REVIEWED BY:
DATE
DATE

CITY OF OXNARD CALIFORNIA Development Services Department

RIVERPARK AMENITIES

APPROVED:
City Engineer R.C.E. 46333 Date

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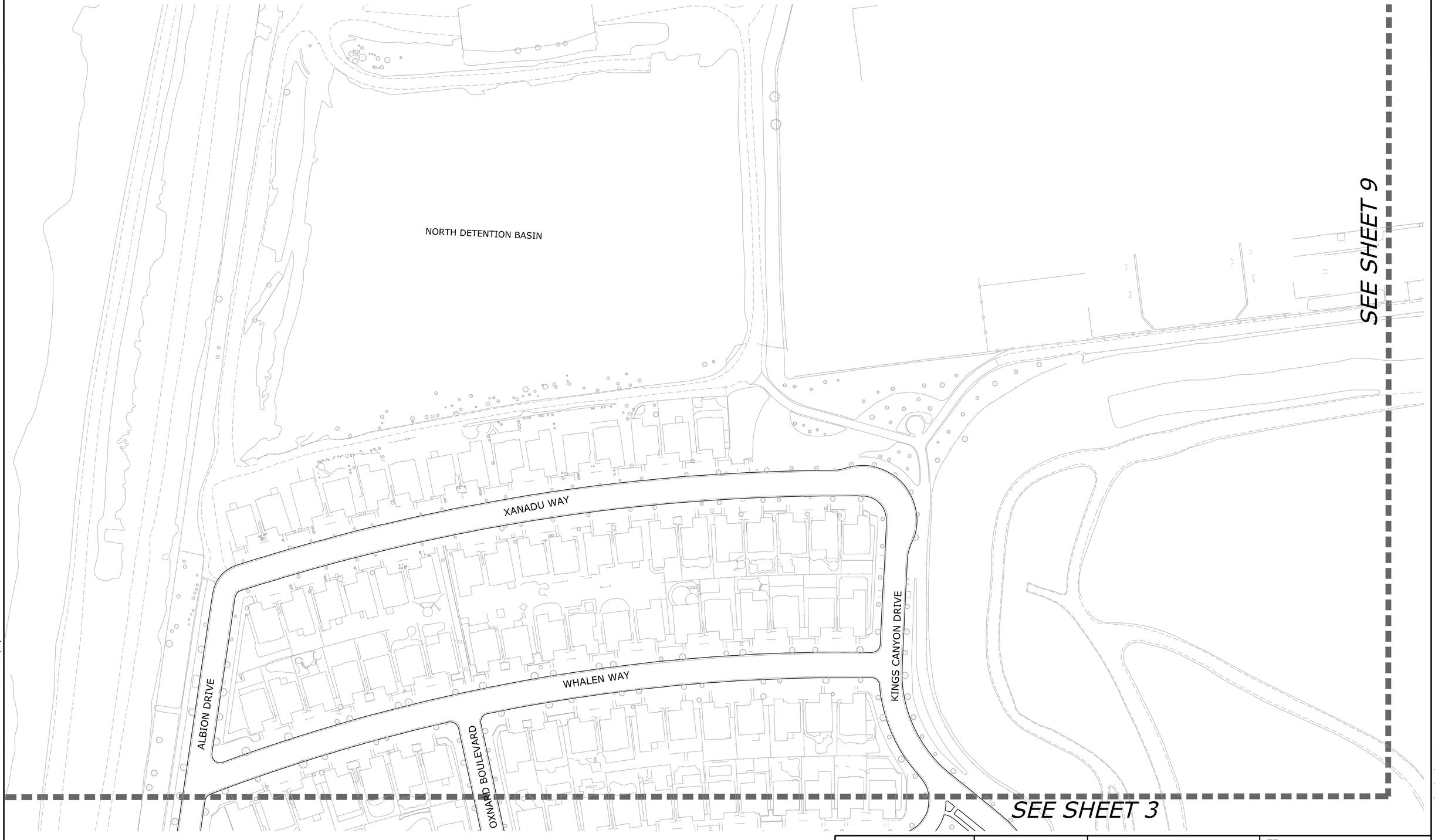
SHEET NO. 1 OF 15

DRAWN BY: JG
CHECKED BY: SC

DRAWING NUMBER



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ECG
Encompass Consultant Group
333 N. LANTANA ST, SUITE 287, CAMARILLO, CA 93010
PHONE: 805.322.4443 WEBSITE: WWW.ECGCIVIL.COM

SALVADOR CONTRERAS DATE: 09/12/2017
PROJECT ENGINEER
R.C.E.

W.O. 0013.06

REGISTERED PROFESSIONAL ENGINEER
SALVADOR CONTRERAS, JR.
NO 66720
CIVIL
STATE OF CALIFORNIA

REVISIONS

MARK	DATE	DESCRIPTION	BY

REVIEWED BY:
DATE
DATE

CITY OF OXNARD CALIFORNIA
Development Services Department

RIVERPARK AMENITIES

APPROVED:
City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60' VERT. N/A

SHEET NO. 2 OF 15

DRAWN BY: JG
CHECKED BY: SC

DRAWING NUMBER

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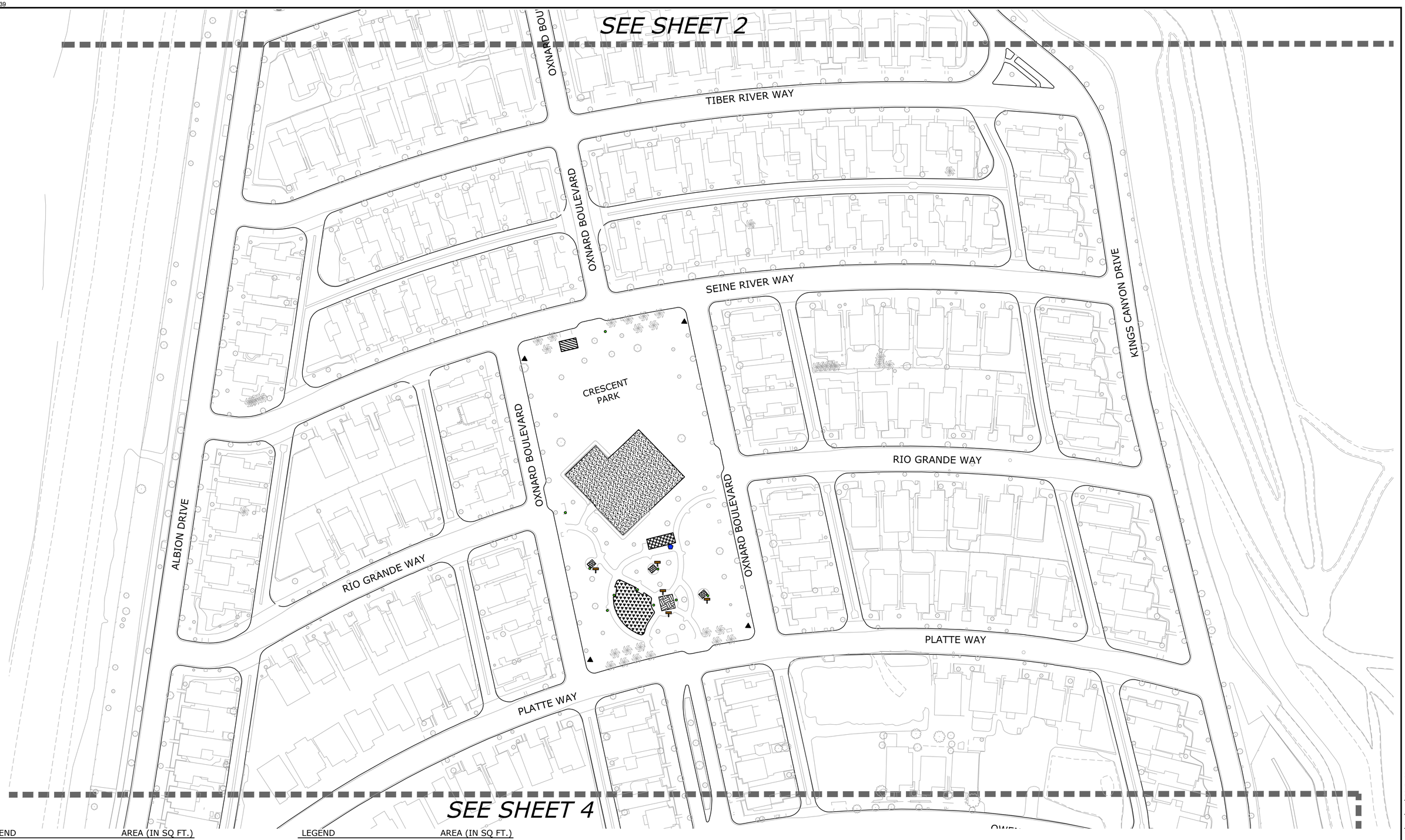
SEE SHEET 2



SEE SHEET 4

LEGEND		AREA (IN SQ FT.)
	PLAYGROUND/EXERCISE	2,889
	PICNIC STRUCTURE	403
	PICNIC AREA	242
	TRASH ENCLOSURE	354
	RESTROOM	574

LEGEND		AREA (IN SQ FT.)
	SPORT COURTS	12,859
●	TRASH RECEPTACLE	10 ea
▲	MUTT-MITT STATION	4 ea
	BBQ PITS	5 ea
⬟	DRINKING FOUNTAINS	1 ea

SCALE: 1"=60'
0 60 120 180

ECG
Encompass Consultant Group
333 N. LANTANA ST, SUITE 287, CAMARILLO, CA 93010
PHONE: 805.322.4443 WEBSITE: WWW.ECGCIVIL.COM

SALVADOR CONTRERAS DATE: 09/12/2017
PROJECT ENGINEER
R.C.E.
W.O. 0013.06

REGISTERED PROFESSIONAL ENGINEER
SALVADOR CONTRERAS, JR.
NO 66720
CIVIL
STATE OF CALIFORNIA

REVISIONS

MARK	DATE	DESCRIPTION	BY

REVIEWED BY:
DATE
DATE

CITY OF OXNARD CALIFORNIA
Development Services Department

RIVERPARK AMENITIES

APPROVED:
City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60' VERT. N/A
SHEET NO. 3 OF 15
DRAWN BY: JG
CHECKED BY: SC
DRAWING NUMBER

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PLOT BY:Ramith
SAVE DATE: 9/12/2017 3:54:25 PM
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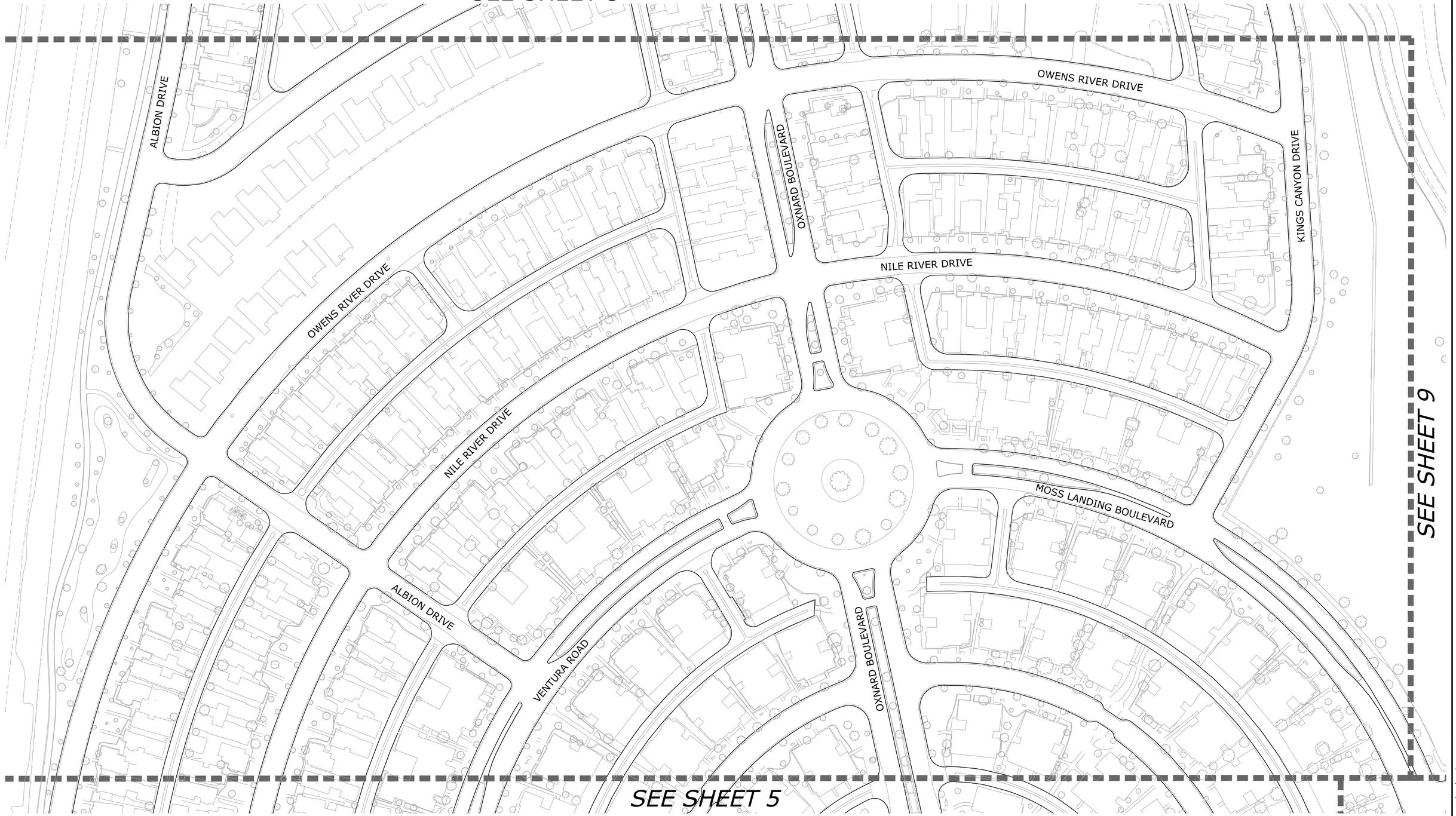
Agreement 32400239

SEE SHEET 3



SEE SHEET 9

SEE SHEET 5

SCALE: 1"=60'
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ECG
Encompass Consultant Group
333 N. LANTANA ST, SUITE 287, CAMARILLO, CA 93010
PHONE: 805.322.4443 WEBSITE: WWW.ECGCIVIL.COM

SALVADOR CONTRERAS DATE: 09/12/2017
PROJECT ENGINEER
R.C.E.
W.O. 0013.06

REGISTERED PROFESSIONAL ENGINEER
SALVADOR CONTRERAS, JR.
NO 66720
CIVIL
STATE OF CALIFORNIA

REVISIONS

MARK	DATE	DESCRIPTION	BY

REVIEWED BY:
DATE
DATE

CITY OF OXNARD CALIFORNIA Development Services Department

RIVERPARK AMENITIES

APPROVED:
City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60' VERT. N/A
DRAWN BY: JG
CHECKED BY: SC

SHEET NO. 4 OF 15
DRAWING NUMBER

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570

SEE SHEET 4

OWENS RIVER DRIVE

KIAWAH RIVER DRIVE

NILE RIVER DRIVE

LISBON LANE

OXNARD BOULEVARD

FOUNTAIN

PERGOLA

FOUNTAIN PUMP

GAZEBO

PERGOLA

CENTRAL PARK

KIAWAH RIVER DRIVE

LONDON LANE

OXNARD BOULEVARD

OWENS RIVER DRIVE

WINDROW PARK

FUTURE DOG PARK

GARONNE STREET

SEE SHEET 10

SEE SHEET 6

LEGEND		AREA (IN SQ FT.)
	PLAYGROUND/EXERCISE	15,859
	PICNIC STRUCTURE	427
	PICNIC AREA	323

LEGEND		AREA (IN SQ FT.)
	TRASH ENCLOSURE	241
	RESTROOM	895

LEGEND		AREA (IN SQ FT.)
	SPORT COURTS	6,172
●	TRASH RECEPTACLES	20 ea
▲	MUTT-MITT STATION	7 ea
	BBQ PITS	6 ea
	DRINKING FOUNTAINS	1 ea

SCALE: 1"=60'
0 60 120 180

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Encompass Consultant Group
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PHONE: 805.322.4443 WEBSITE: WWW.ECGCIVIL.COM

SALVADOR CONTRERAS DATE: 09/12/2017
PROJECT ENGINEER
R.C.E.
W.O. 0013.06

REGISTERED PROFESSIONAL ENGINEER
SALVADOR CONTRERAS, JR.
NO 66720
CIVIL
STATE OF CALIFORNIA

REVISIONS

MARK	DATE	DESCRIPTION	BY

REVIEWED BY:
DATE
DATE

CITY OF OXNARD CALIFORNIA — Development Services Department

RIVERPARK AMENITIES

APPROVED:
City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60' VERT. N/A

SHEET NO. 5 OF 15

DRAWN BY: JG
CHECKED BY: SC

DRAWING NUMBER

SAVE DATE: 9/12/2017 3:54:25 PM PLOT BY:Remith PLOT DATE:9/21/2017 1:29:24 PM
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SEE SHEET 5

SEE SHEET 10

GREEN PARK BOULEVARD

VENTURA ROAD

OXNARD BOULEVARD

FLATHEAD REIVER STREET

FLATHEAD RIVER STREET

SEE SHEET 11

FOREST PARK BOULEVARD

OXNARD BOULEVARD

SERENADE APARTMENTS

SEE SHEET 7

LEGEND		AREA (IN SQ FT.)
●	TRASH RECEPTACLE	3 ea
▲	MUTT-MITT STATION	10 ea

SCALE: 1"=60'

0 60 120 180

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SALVADOR CONTRERAS DATE: 09/12/2017
PROJECT ENGINEER
R.C.E.

W.O. 0013.06

REGISTERED PROFESSIONAL ENGINEER
SALVADOR CONTRERAS, JR.
NO 66720
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CITY OF OXNARD CALIFORNIA
Development Services Department

RIVERPARK AMENITIES

APPROVED:
City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60' VERT. N/A

SHEET NO. 6 OF 15

DRAWN BY: JG

CHECKED BY: SC

DRAWING NUMBER

PLOT DATE:9/21/2017 1:29:30 PM

PLOT BY:Ramith

SAVE DATE: 9/12/2017 3:54:25 PM

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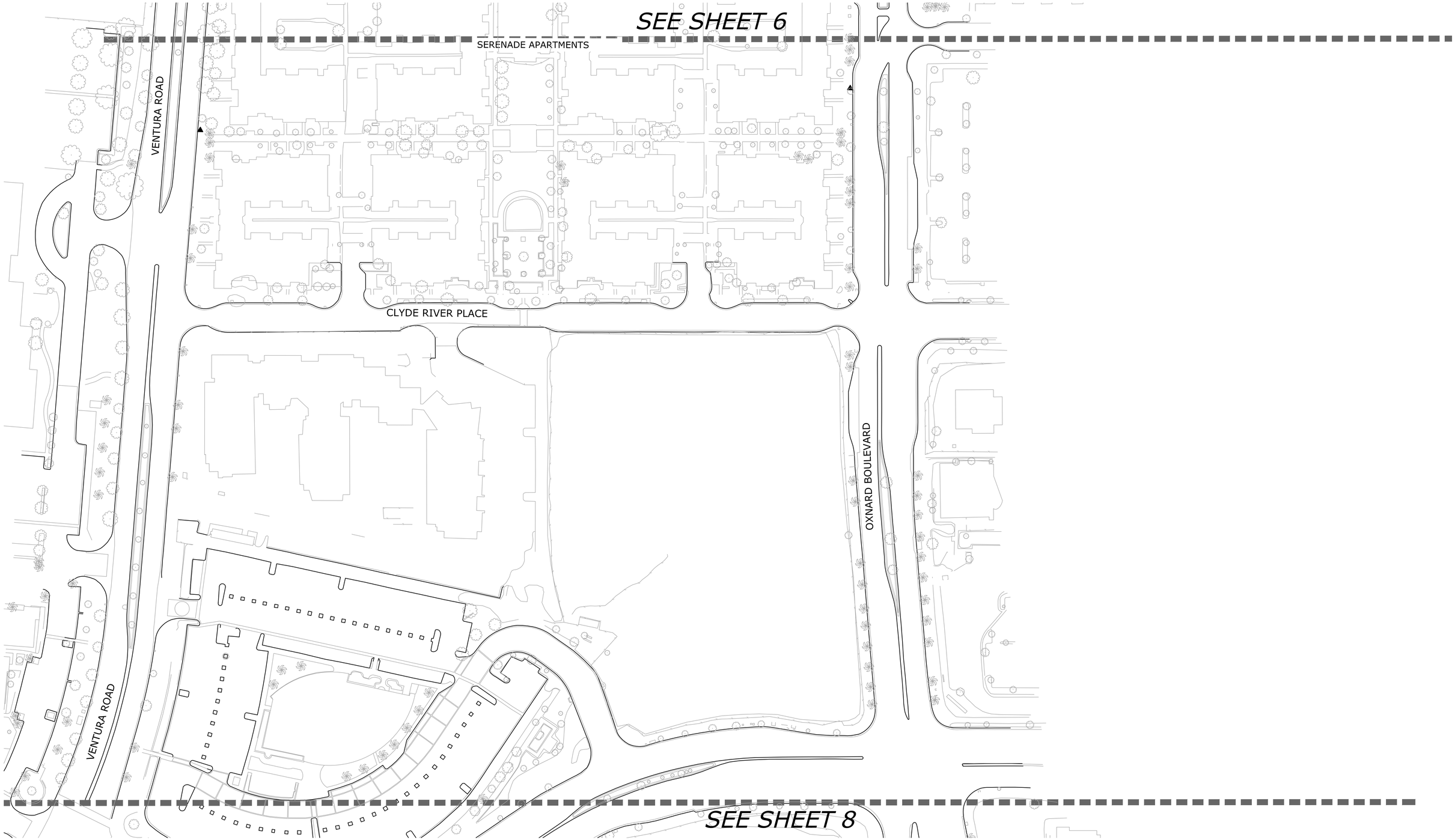
572



LEGEND

		AREA (IN SQ FT.)
▲	MUTT-MITT STATION	2 ea

SCALE: 1"=60'
0 60 120 180

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SALVADOR CONTRERAS DATE: 09/12/2017
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R.C.E.
W.O. 0013.06

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CITY OF OXNARD CALIFORNIA
Development Services Department

RIVERPARK AMENITIES

APPROVED:
City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60' VERT. N/A
SHEET NO. 7 OF 15
DRAWN BY: JG
CHECKED BY: SC
DRAWING NUMBER

SAVE DATE: 9/12/2017 3:54:25 PM PLOT BY:Remith PLOT DATE:9/21/2017 1:29:36 PM

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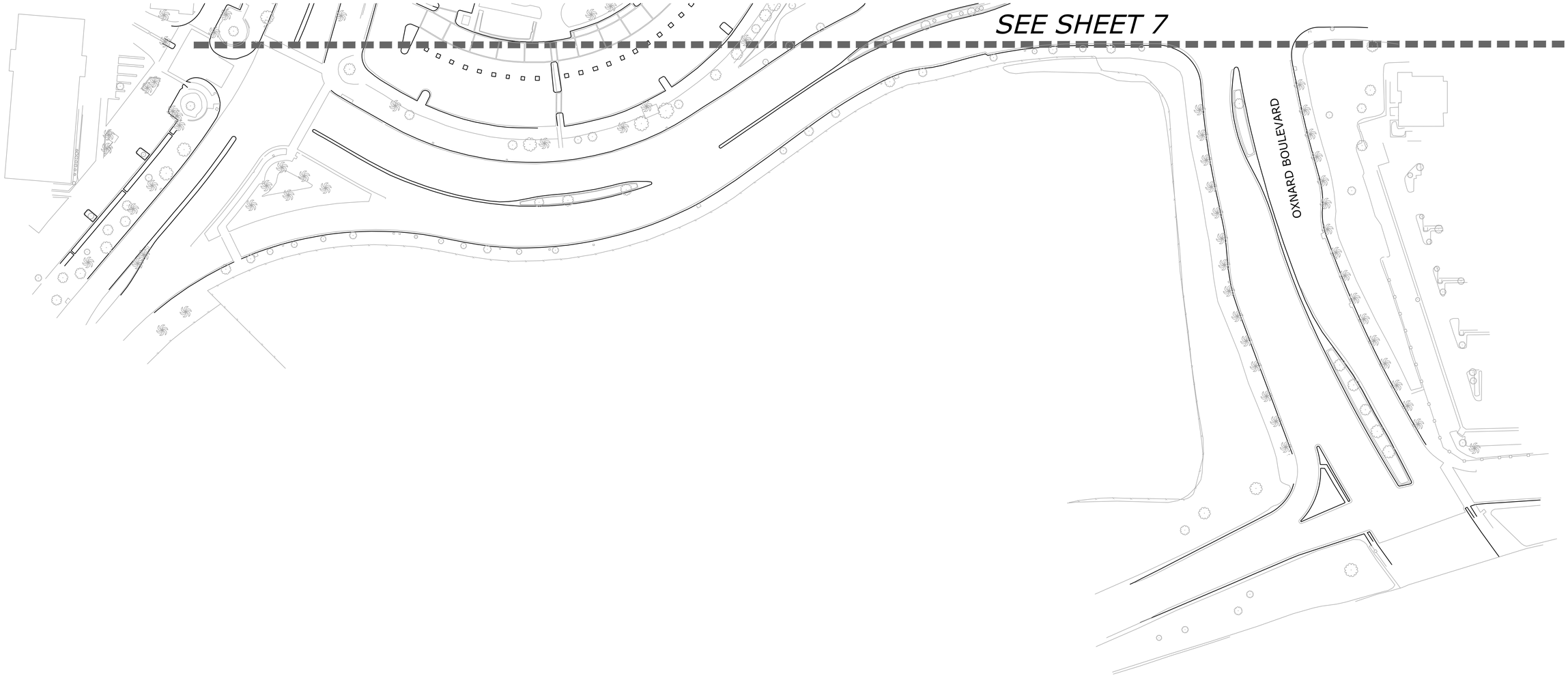

SCALE: 1"=60'
0 60 120 180

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SALVADOR CONTRERAS DATE: 09/12/2017
PROJECT ENGINEER
R.C.E.

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SALVADOR CONTRERAS, JR.
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CIVIL
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CITY OF OXNARD CALIFORNIA Development Services Department

RIVERPARK AMENITIES

APPROVED: City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60' VERT. N/A

SHEET NO. 8 OF 15

DRAWN BY: JG

CHECKED BY: SC

DRAWING NUMBER

SAVE DATE: 9/12/2017 3:54:25 PM PLOT BY:Remith PLOT DATE:9/21/2017 1:29:42 PM

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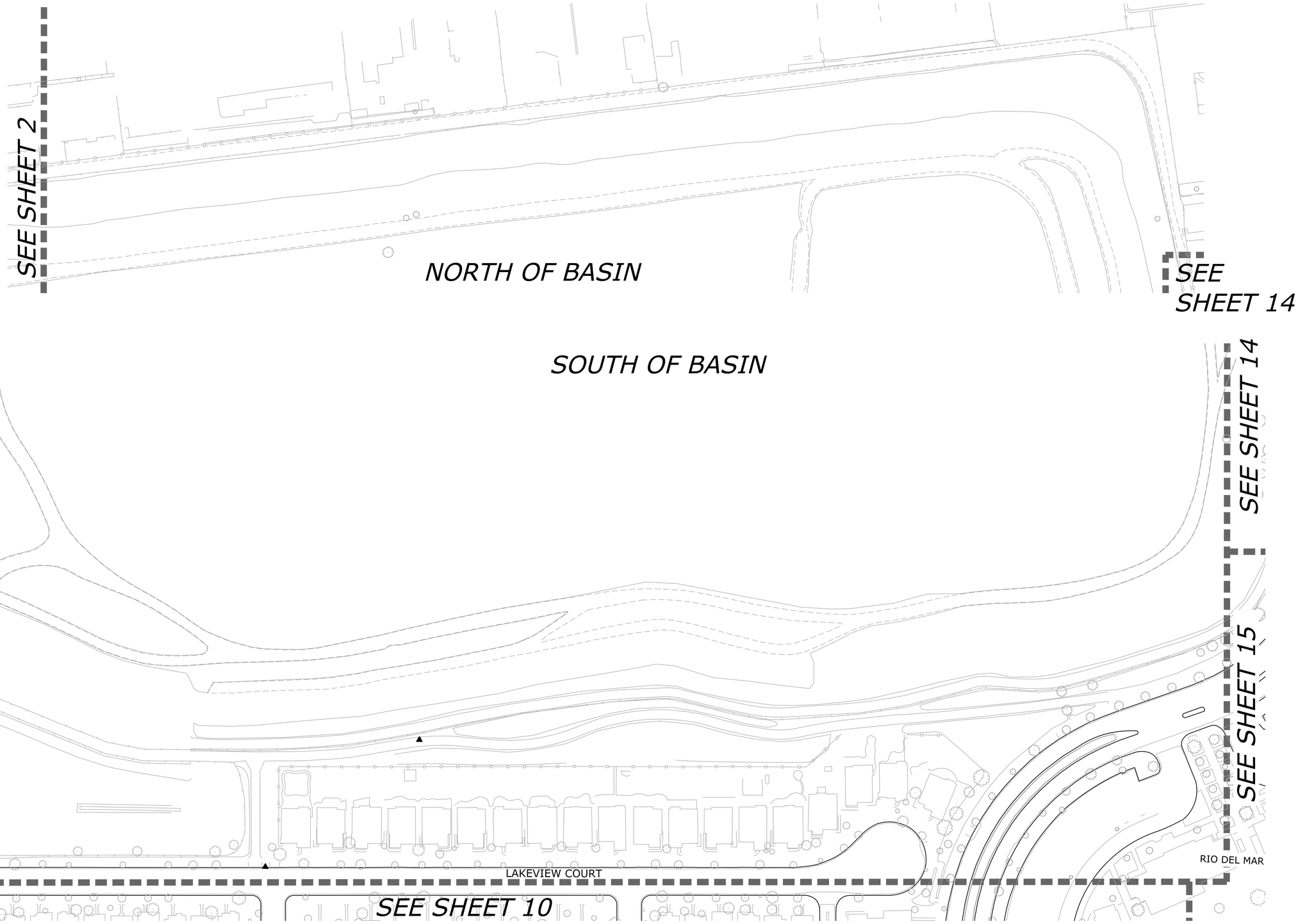

LEGEND

	AREA (IN SQ FT.)
▲ MUTT-MITT STATION	2 ea

SCALE: 1"=60'
0 60 120 180

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NO 66720
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Development Services Department

RIVERPARK AMENITIES

APPROVED:
City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60'
VERT. N/A

DRAWN BY: JG
CHECKED BY: SC

SHEET NO. 9 OF 15

DRAWING NUMBER

SAVE DATE: 9/12/2017 3:54:25 PM PLOT BY:Ramith PLOT DATE:9/21/2017 1:29:53 PM

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SEE SHEET 9

LAKEVIEW COURT

RIO D

KIAWAH RIVER DRIVE

SEE SHEET 5

JAVA PLACE

EAST PARK

JAVA PLACE

ORLEANS DRIVE

NIMES LANE

MOSS LANDING BOULEVARD

ROJA LANE

THAMES RIVER DRIVE

SEE SHEET 15

RIO VISTA MIDI

INDUS PLACE

PALISADES PARK DRIVE

SHENANDOAH DRIVE

GARONNE STREET

SEE SHEET 6

SEE SHEET 11

LEGEND		AREA (IN SQ FT.)
	PLAYGROUND/EXERCISE	4,883
	PICNIC STRUCTURE	415
	PICNIC AREA	242

LEGEND		AREA (IN SQ FT.)
	TRASH ENCLOSURE	195
	RESTROOM	711

LEGEND		AREA (IN SQ FT.)
	SPORT COURTS	12,441
●	TRASH RECEPTACLE	10 ea
▲	MUTT-MITT STATION	5 ea
	BBQ PITS	5 ea
⬟	DRINKING FOUNTAINS	1 ea

SCALE: 1"=60'

0 60 120 180

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Development Services Department

RIVERPARK AMENITIES

APPROVED:
City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60' VERT. N/A

SHEET NO. 10 OF 15

DRAWN BY: JG
CHECKED BY: SC

DRAWING NUMBER

PLOT DATE:9/21/2017 1:29:59 PM
PLOT BY:Remith
SAVE DATE: 9/12/2017 3:54:25 PM

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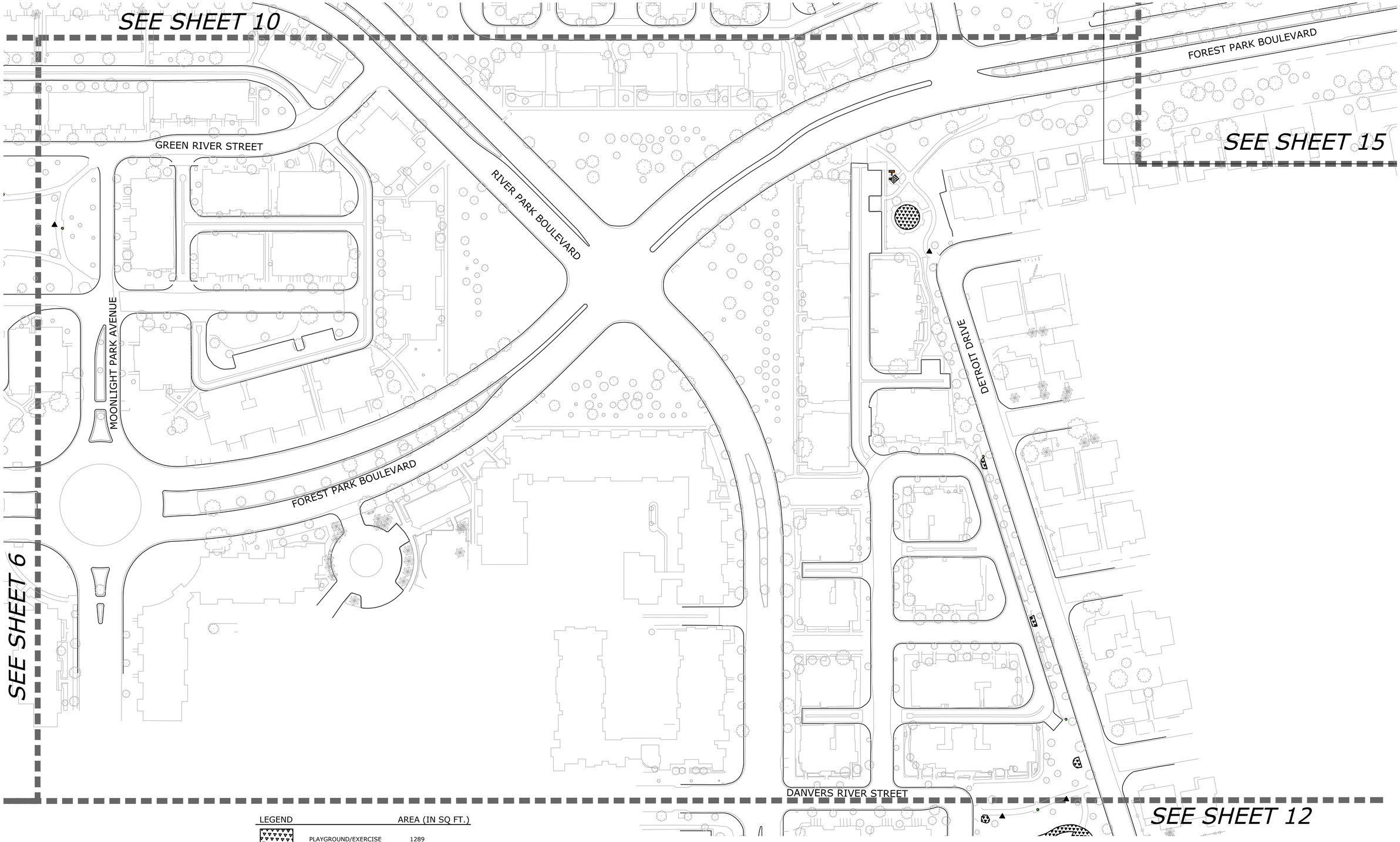

LEGEND		AREA (IN SQ FT.)
	PLAYGROUND/EXERCISE	1289
	PICNIC AREA	81
●	TRASH RECEPTACLE	3 ea
▲	MUTT-MITT STATION	3 ea
	BBQ PITS	1 ea

SCALE: 1"=60'
0 60 120 180

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Development Services Department

RIVERPARK AMENITIES

APPROVED:
City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60' VERT. N/A
SHEET NO. 11 OF 15
DRAWN BY: JG
CHECKED BY: SC
DRAWING NUMBER

SAVE DATE: 9/12/2017 3:54:25 PM PLOT BY:Remith PLOT DATE:9/21/2017 1:30:06 PM
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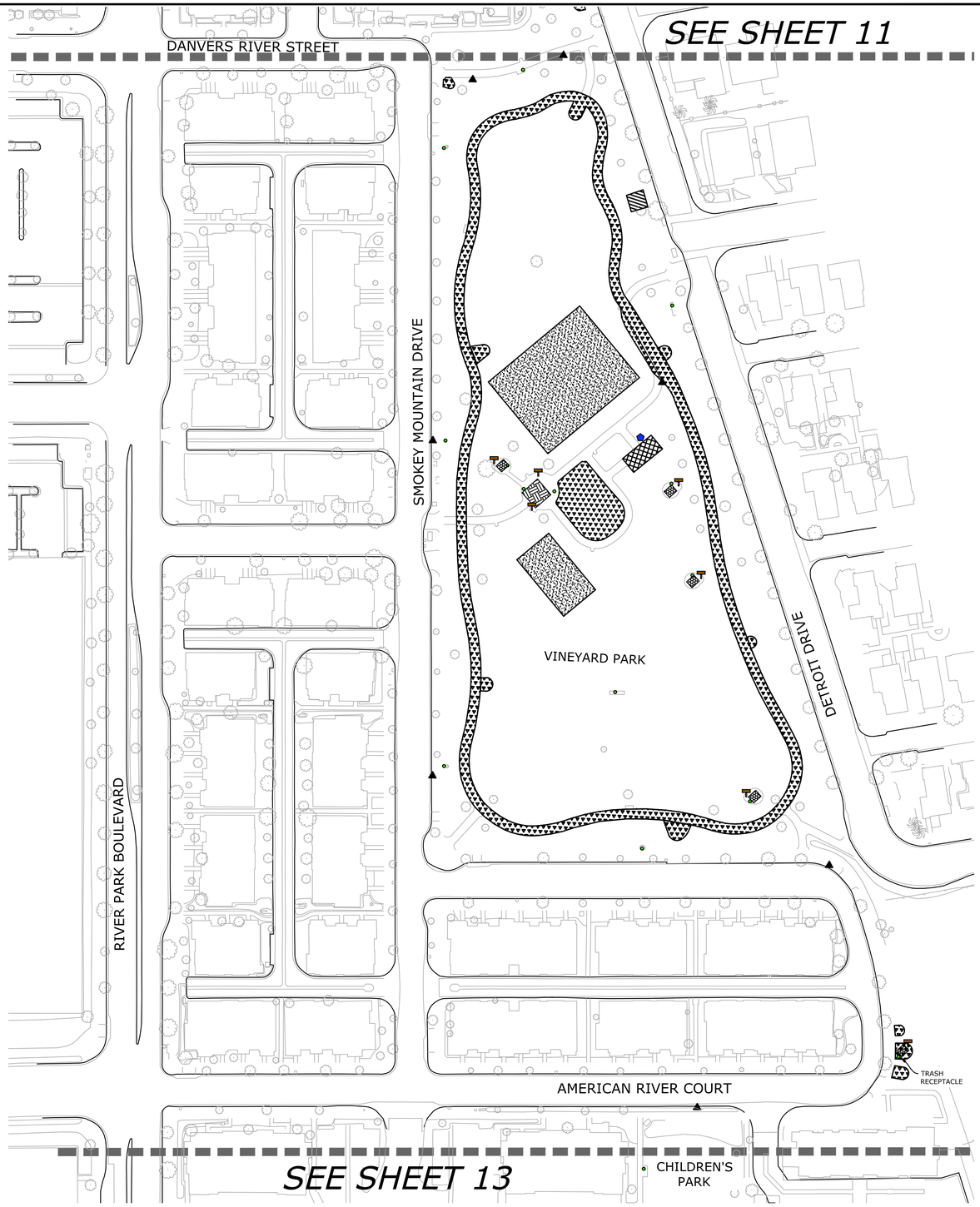

LEGEND		AREA (IN SQ FT.)
	PLAYGROUND/EXERCISE	24,558
	PICNIC STRUCTURE	83
	PICNIC AREA	403
	TRASH ENCLOSURE	308
	RESTROOM	668

LEGEND		AREA (IN SQ FT.)
	SPORT COURTS	14,334
	TRASH RECEPTACLE	14 ea
	MUTT-MITT STATION	6 ea
	BBQ PITS	7 ea
	DRINKING FOUNTAINS	1 ea

SCALE: 1"=60'
0 60 120 180

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SALVADOR CONTRERAS DATE: 09/12/2017
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RIVERPARK AMENITIES

APPROVED:
City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60' VERT. N/A

SHEET NO. 12 OF 15

DRAWN BY: JG
CHECKED BY: SC

DRAWING NUMBER

PLOT DATE:9/21/2017 1:30:12 PM
PLOT BY:Remith
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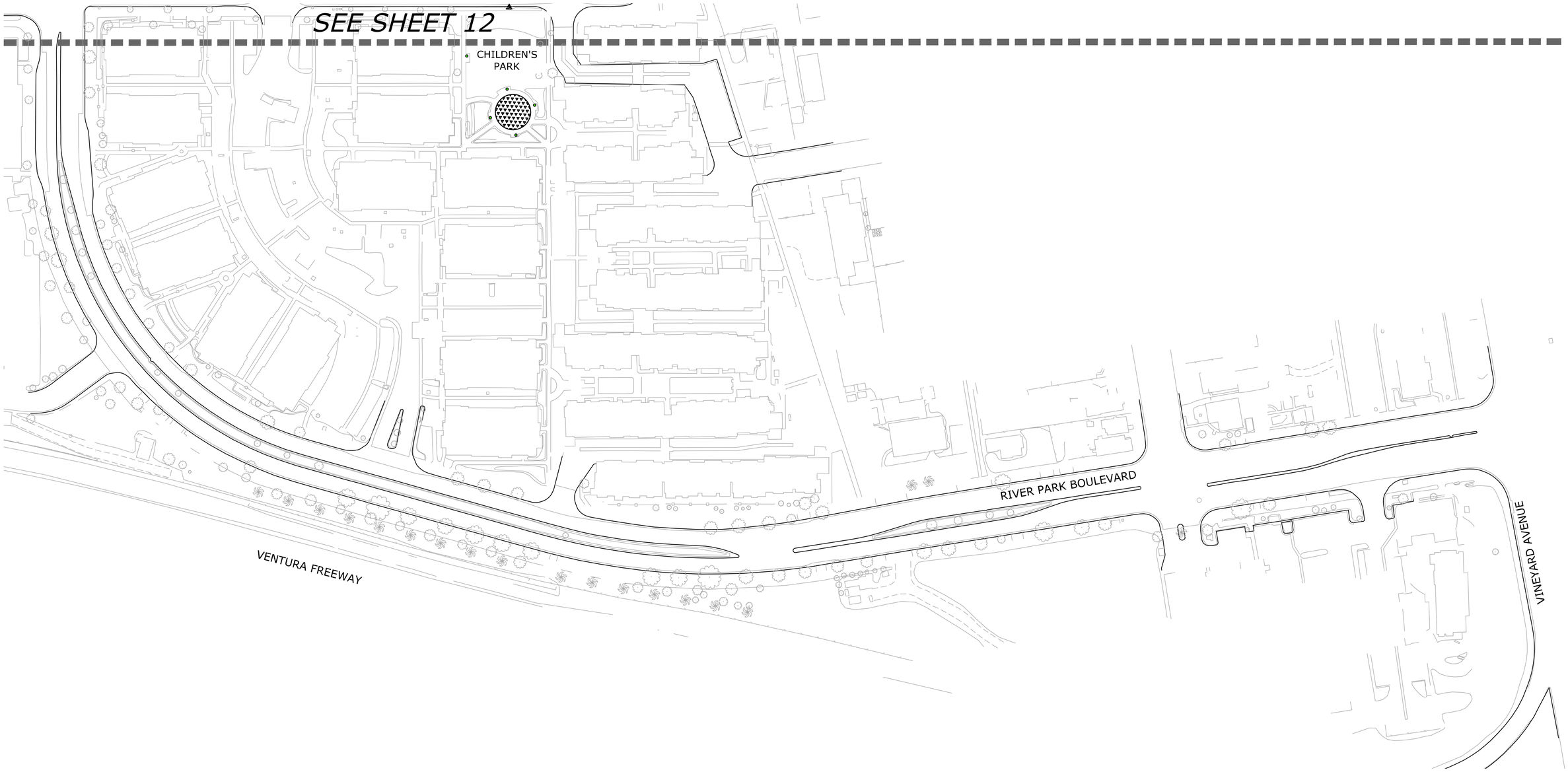
Agreement 32400239



LEGEND		AREA (IN SQ FT.)
	PLAYGROUND/EXERCISE	1,577
•	TRASH RECEPTACLE	5 ea

SCALE: 1"=60'
0 60 120 180

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SALVADOR CONTRERAS DATE: 09/12/2017
PROJECT ENGINEER
R.C.E.
W.O. 0013.06

REGISTERED PROFESSIONAL ENGINEER
SALVADOR CONTRERAS, JR.
NO 66720
CIVIL
STATE OF CALIFORNIA

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CITY OF OXNARD CALIFORNIA Development Services Department

RIVERPARK AMENITIES

APPROVED:
City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60' VERT. N/A
SHEET NO. 13 OF 15
DRAWN BY: JG
CHECKED BY: SC
DRAWING NUMBER

SEE SHEET 9

LEGEND		AREA (IN SQ FT.)
▲	MUTT-MITT STATION	1 ea

VINEYARD AVENUE

SEE ABOVE RIGHT

SEE BELOW LEFT

FIRE STATION

TURNOUT PARK CIRCLE

THAMES RIVER DRIVE

VINEYARD AVENUE

SEE SHEET 9

SEE SHEET 15

SCALE: 1"=60'
0 60 120 180

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SALVADOR CONTRERAS DATE: 09/12/2017
PROJECT ENGINEER
R.C.E.
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REGISTERED PROFESSIONAL ENGINEER
SALVADOR CONTRERAS, JR.
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STATE OF CALIFORNIA

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CITY OF OXNARD CALIFORNIA
Development Services Department

RIVERPARK AMENITIES

APPROVED:
City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60'
VERT. N/A

SHEET NO. 14 OF 15

DRAWN BY: JG
CHECKED BY: SC

DRAWING NUMBER

PLOT DATE:9/21/2017 1:30:30 PM
PLOT BY:Rsmith
SAVE DATE: 9/12/2017 3:54:25 PM

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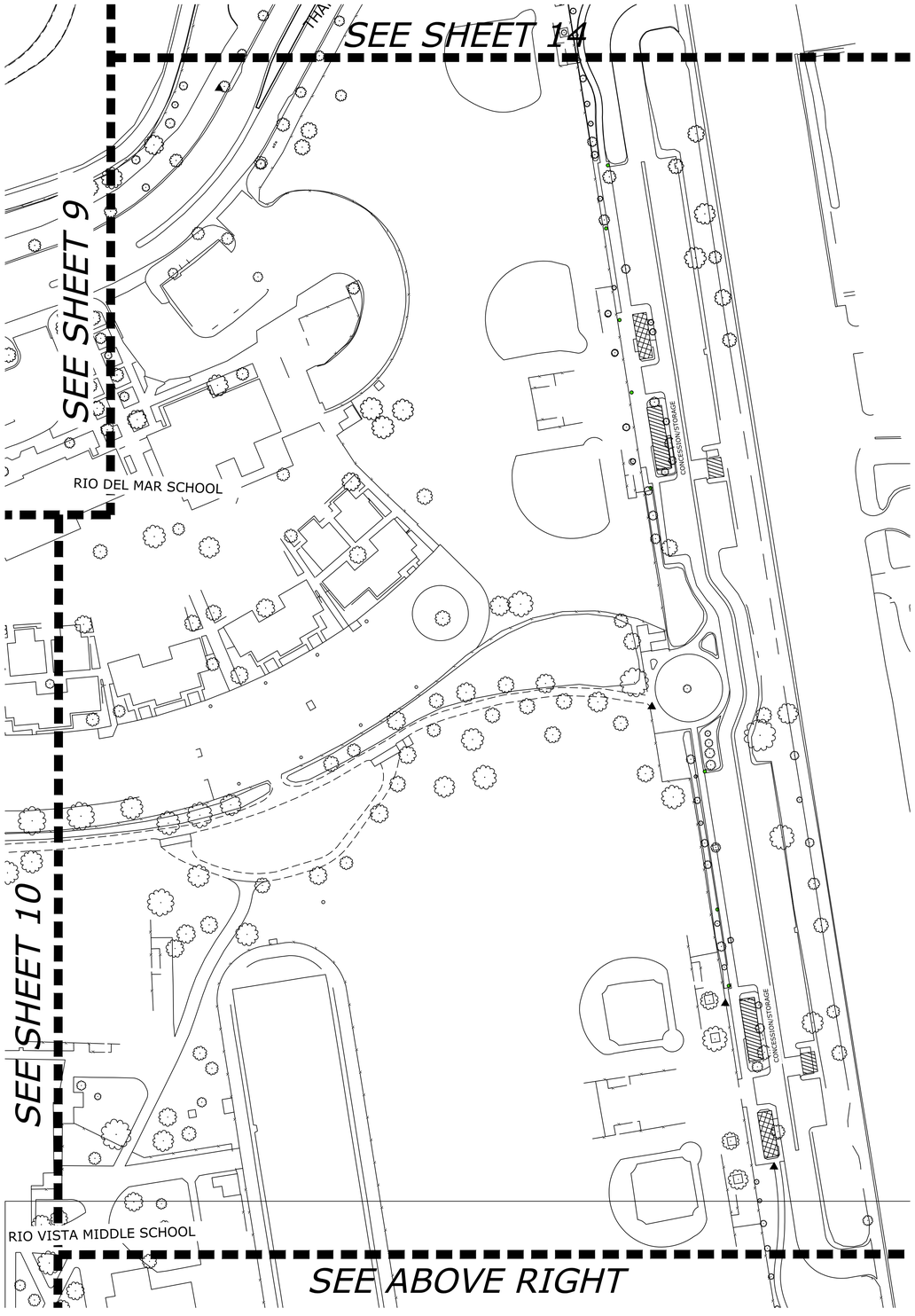

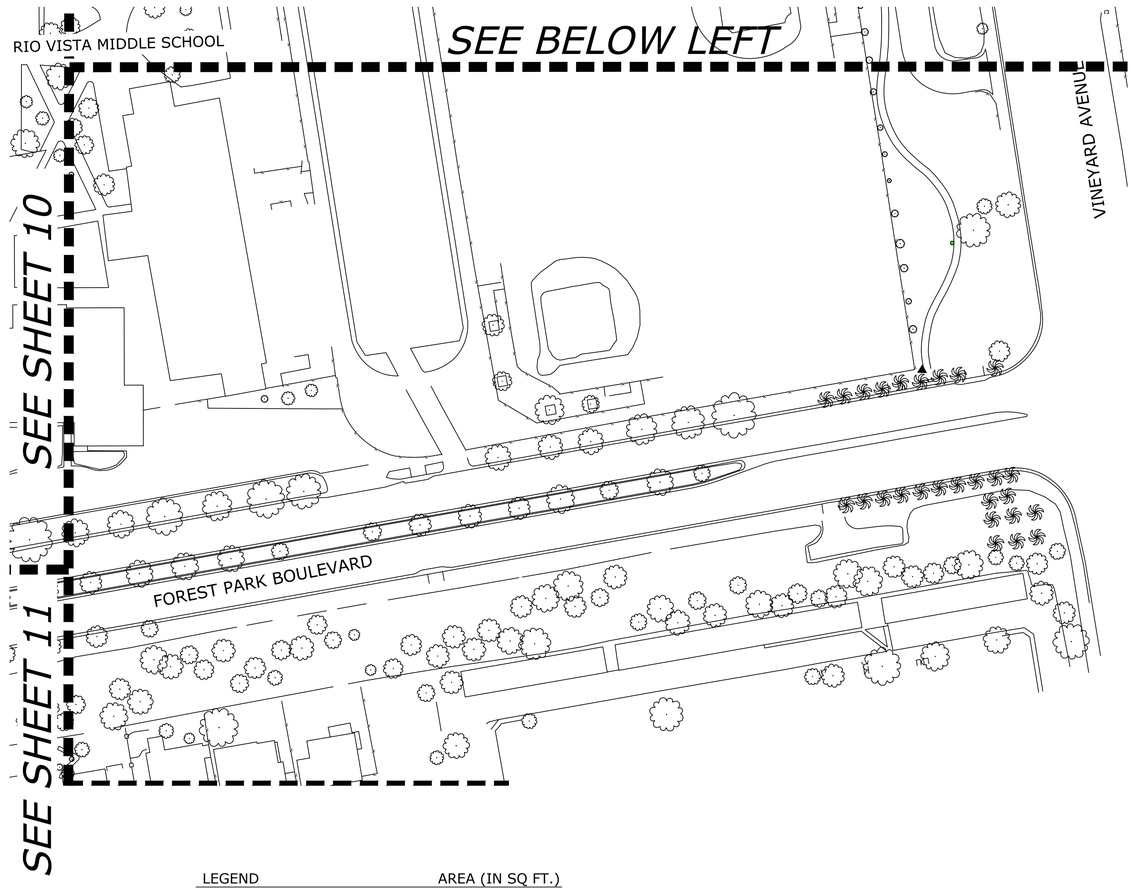

LEGEND		AREA (IN SQ FT.)
▨	TRASH ENCLOSURE	516
▨	RESTROOM	1,144
•	TRASH RECEPTACLE	9 ea
▲	MUTT-MITT STATION	5 ea

N W E S

SCALE: 1"=60'

0 60 120 180

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SALVADOR CONTRERAS DATE: 09/12/2017
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CITY OF OXNARD CALIFORNIA
Development Services Department

RIVERPARK AMENITIES

APPROVED:
City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60' VERT. N/A

SHEET NO. 15 OF 15

DRAWN BY: JG
CHECKED BY: SC

DRAWING NUMBER

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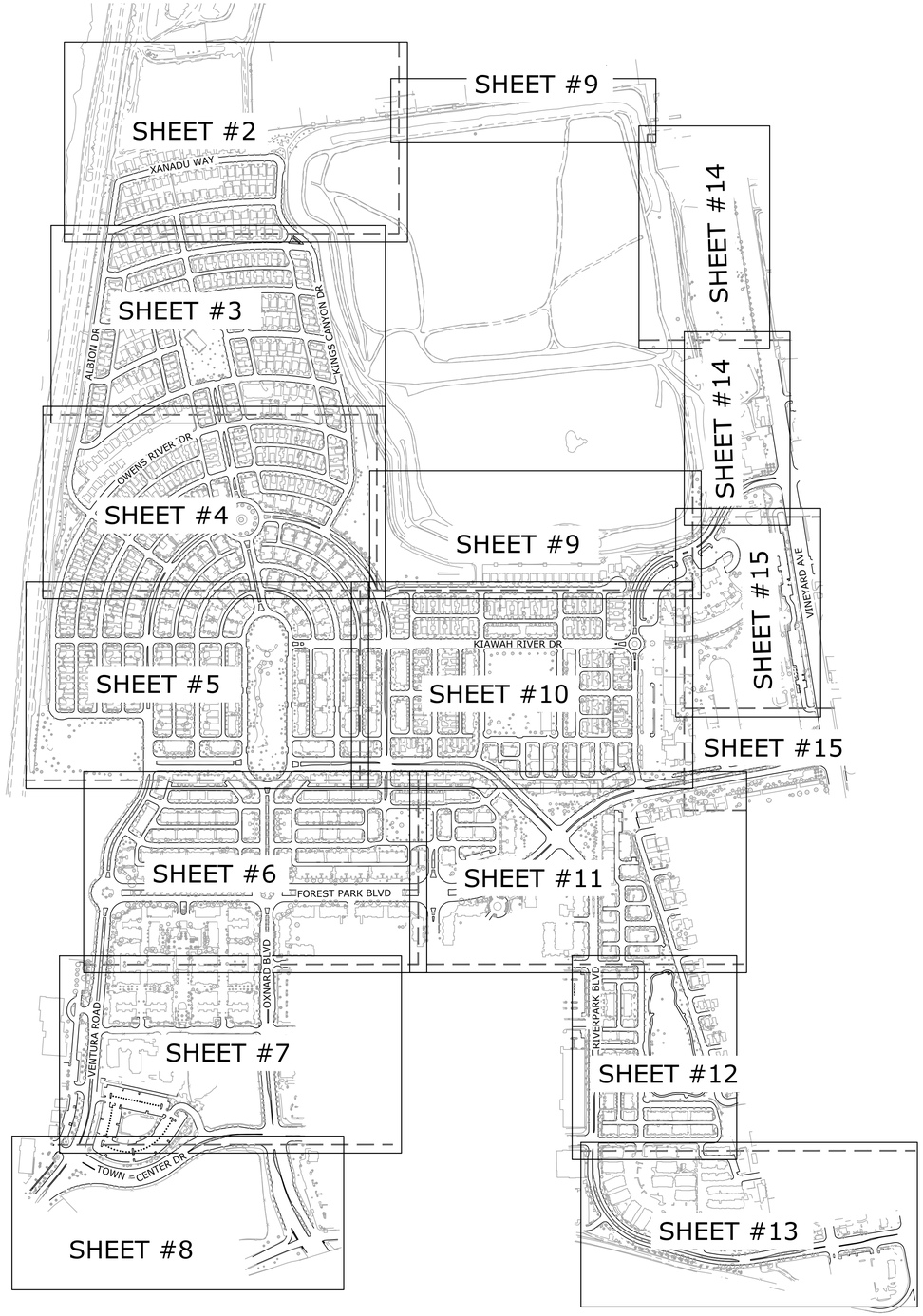

LEGEND		AREA (IN SQ. FT.)
	SIDEWALK	393,289
	TRAIL	161,318

SCALE: 1"=60'
0 60 120 180

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PROJECT ENGINEER
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W.O. 0013.06

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CITY OF OXNARD CALIFORNIA — Development Services Department

RIVERPARK HARDSCAPE

APPROVED:
City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60'
VERT. N/A

SHEET NO. 1 OF 15

DRAWN BY: JG
CHECKED BY: SC

DRAWING NUMBER

SAVE DATE: 9/21/2017 1:32:56 PM PLOT BY:Remith PLOT DATE:9/21/2017 1:42:21 PM

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NORTH DETENTION BASIN

XANADU WAY

WHALEN WAY

ALBION DRIVE

OXNARD BOULEVARD

KINGS CANYON DRIVE

SEE SHEET 9

SEE SHEET 3

LEGEND		AREA (IN SQ FT.)
	SIDEWALK	14,463
	TRAIL	44,819

N W E S

SCALE: 1"=60'

0 60 120 180

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SALVADOR CONTRERAS DATE: 09/12/2017
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CITY OF OXNARD CALIFORNIA Development Services Department

RIVERPARK HARDSCAPE

APPROVED:
City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60'
VERT. N/A

SHEET NO. 2 OF 15

DRAWN BY: JG
CHECKED BY: SC

DRAWING NUMBER

SAVE DATE: 9/21/2017 1:32:56 PM PLOT BY:Remith PLOT DATE:9/21/2017 1:42:27 PM

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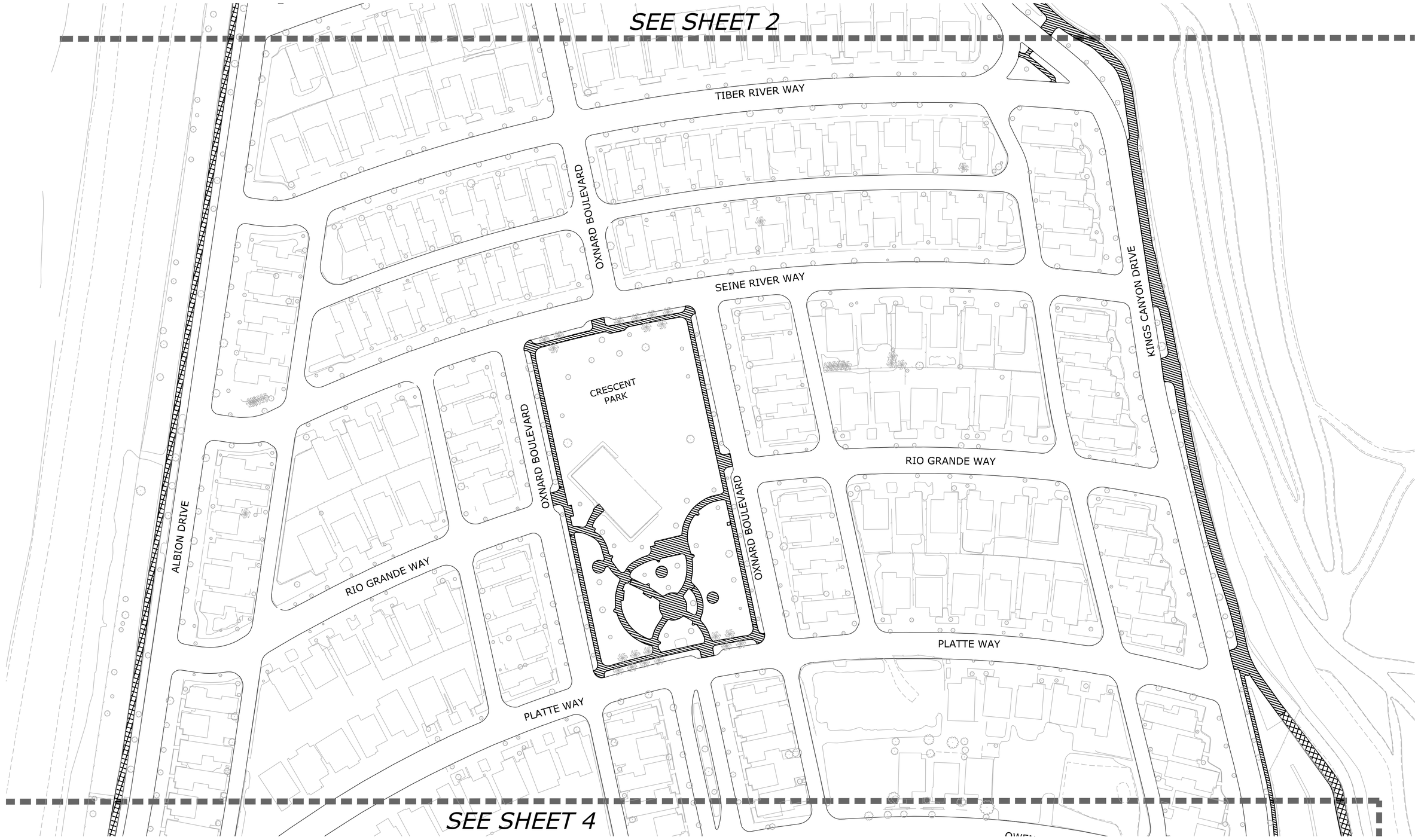

LEGEND		AREA (IN SQ FT.)
	SIDEWALK	33,853
	TRAIL	10,855

SCALE: 1"=60'
0 60 120 180

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Development Services Department

RIVERPARK HARDSCAPE

APPROVED:
City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60' VERT. N/A
SHEET NO. 3 OF 15
DRAWN BY: JG
CHECKED BY: SC
DRAWING NUMBER

SAVE DATE: 9/21/2017 1:32:56 PM PLOT BY:Rsmith PLOT DATE:9/21/2017 1:42:34 PM
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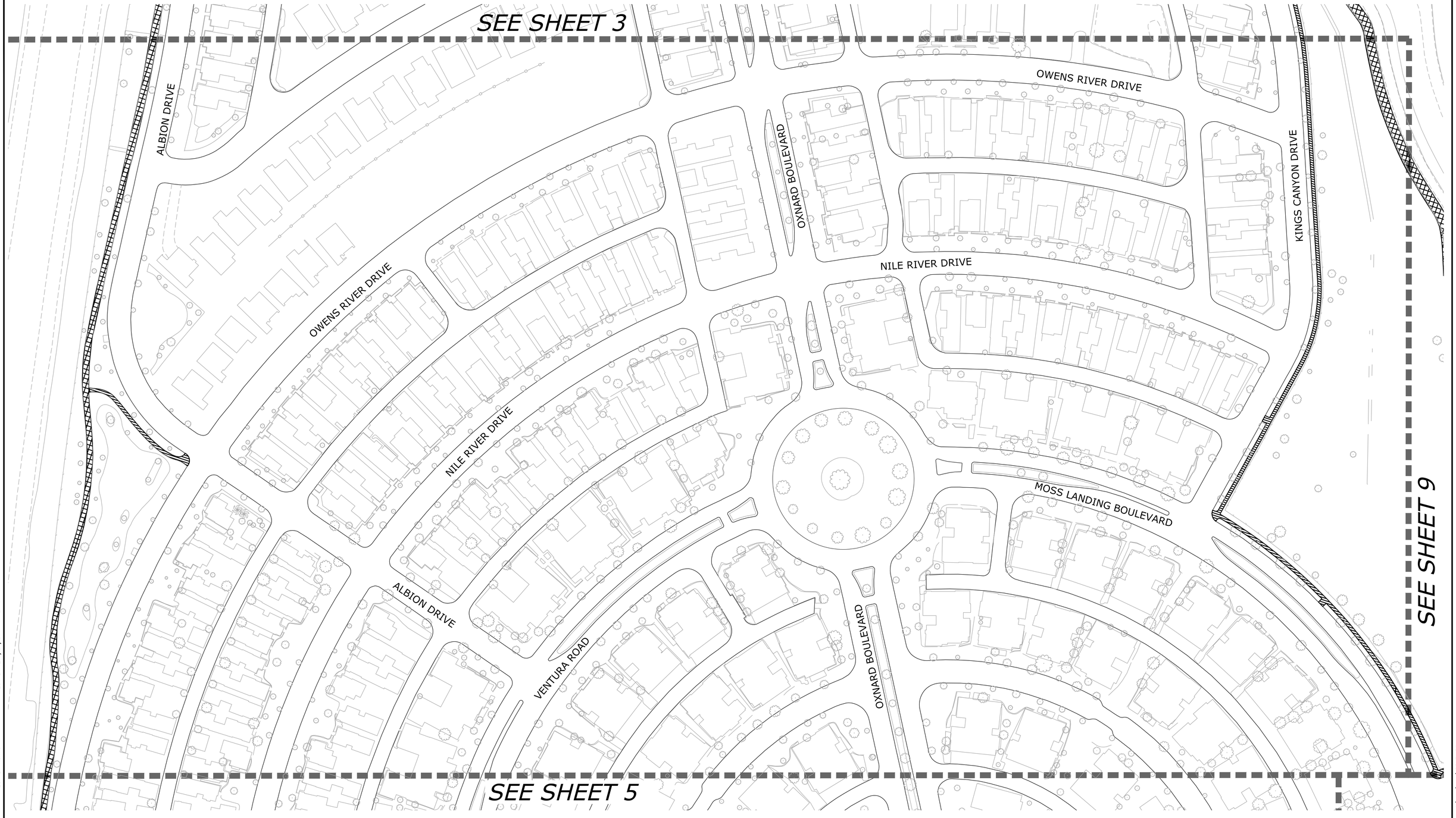

LEGEND		AREA (IN SQ FT.)
	SIDEWALK	6,577
	TRAIL	11,713

SCALE: 1"=60'
0 60 120 180

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REGISTERED PROFESSIONAL ENGINEER
SALVADOR CONTRERAS, JR.
NO 66720
CIVIL
STATE OF CALIFORNIA

REVISIONS			
MARK	DATE	DESCRIPTION	BY

REVIEWED BY:
DATE
DATE

CITY OF OXNARD CALIFORNIA — Development Services Department

RIVERPARK HARDSCAPE

APPROVED:
City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60' VERT. N/A
DRAWN BY: JG
CHECKED BY: SC
SHEET NO. 4 OF 15
DRAWING NUMBER

PLOT DATE:9/21/2017 1:42:40 PM
PLOT BY:Ramith
SAVE DATE: 9/21/2017 1:32:56 PM
DRAWING:n:\projects\0013\0013.06-riverpark cfd\geo\cad\0013-06_conc.dwg

SEE SHEET 4

OWENS RIVER DRIVE

KIAWAH RIVER DRIVE

NILE RIVER DRIVE

LISBON LANE

OXNARD BOULEVARD

FOUNTAIN

FOUNTAIN PUMP

GAZEBO

CENTRAL PARK

LONDON LANE

SEE SHEET 10

WINDROW PARK

FUTURE DOG PARK

GARONNE STREET

SEE SHEET 6

LEGEND		AREA (IN SQ FT.)
	SIDEWALK	34,937
	TRAIL	5,325

SCALE: 1"=60'

0 60 120 180

ECG
Encompass Consultant Group
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PHONE: 805.322.4443 WEBSITE: WWW.ECGCIVIL.COM

SALVADOR CONTRERAS DATE: 09/12/2017
PROJECT ENGINEER
R.C.E.

W.O. 0013.06

REGISTERED PROFESSIONAL ENGINEER
SALVADOR CONTRERAS, JR
NO 66720
CIVIL
STATE OF CALIFORNIA

REVISIONS

MARK	DATE	DESCRIPTION	BY

REVIEWED BY:

DATE

DATE

CITY OF OXNARD CALIFORNIA
Development Services Department

RIVERPARK HARDSCAPE

APPROVED:
City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60' VERT. N/A

SHEET NO. 5 OF 15

DRAWN BY: JG

CHECKED BY: SC

DRAWING NUMBER

SAVE DATE: 9/21/2017 1:32:56 PM PLOT BY:Remith PLOT DATE:9/21/2017 1:42:46 PM

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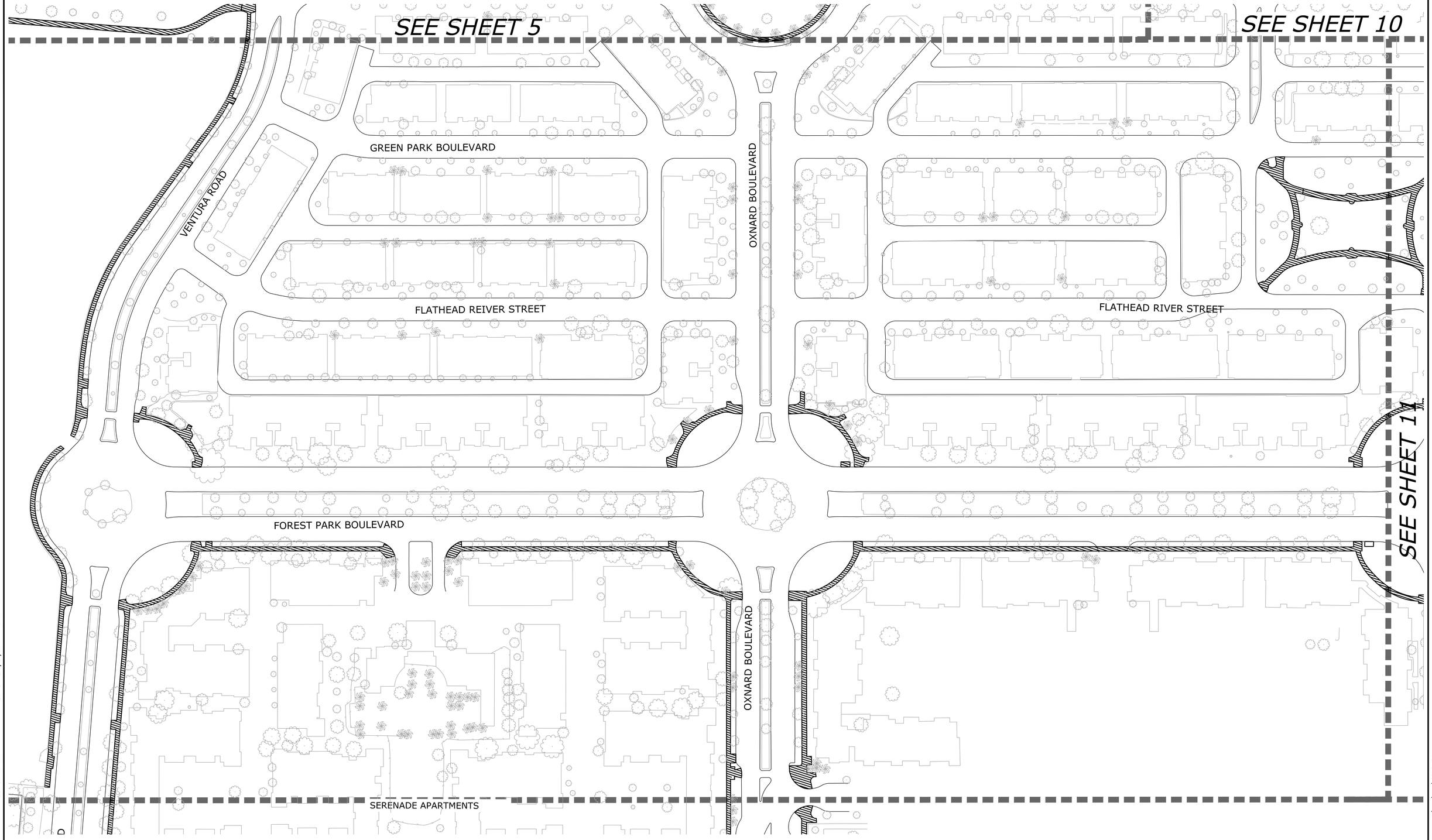

LEGEND	AREA (IN SQ FT.)
SIDEWALK	35,698

SCALE: 1"=60'
0 60 120 180

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SALVADOR CONTRERAS DATE: 09/12/2017
PROJECT ENGINEER
R.C.E.
W.O. 0013.06

REGISTERED PROFESSIONAL ENGINEER
SALVADOR CONTRERAS, JR.
NO 66720
CIVIL
STATE OF CALIFORNIA

REVISIONS

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DATE

CITY OF OXNARD CALIFORNIA
Development Services Department

RIVERPARK HARDSCAPE

APPROVED:
City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60' VERT. N/A
SHEET NO. 6 OF 15
DRAWN BY: JG
CHECKED BY: SC
DRAWING NUMBER

SAVE DATE: 9/21/2017 1:32:56 PM PLOT BY:Remith PLOT DATE:9/21/2017 1:42:53 PM
DRAWING:n:\projects\0013\0013.06-riverpark cfd\gen\cad\0013-06_conc.dwg

SEE SHEET 6

SERENADE APARTMENTS

VENTURA ROAD

CLYDE RIVER PLACE

OXNARD BOULEVARD

VENTURA ROAD

SEE SHEET 8

LEGEND		AREA (IN SQ FT.)
	SIDEWALK	22,679

N W E S

SCALE: 1"=60'

0 60 120 180

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SALVADOR CONTRERAS DATE: 09/12/2017
PROJECT ENGINEER
R.C.E.

W.O. 0013.06

REGISTERED PROFESSIONAL ENGINEER
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NO 66720
CIVIL
STATE OF CALIFORNIA

REVISIONS

MARK	DATE	DESCRIPTION	BY

REVIEWED BY:

DATE

DATE

CITY OF OXNARD CALIFORNIA
Development Services Department

RIVERPARK HARDSCAPE

APPROVED:
City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60' VERT. N/A

SHEET NO. 7 OF 15

DRAWN BY: JG
CHECKED BY: SC

DRAWING NUMBER

PLOT DATE:9/21/2017 1:43:00 PM
PLOT BY:Ramith
SAVE DATE: 9/21/2017 1:32:56 PM

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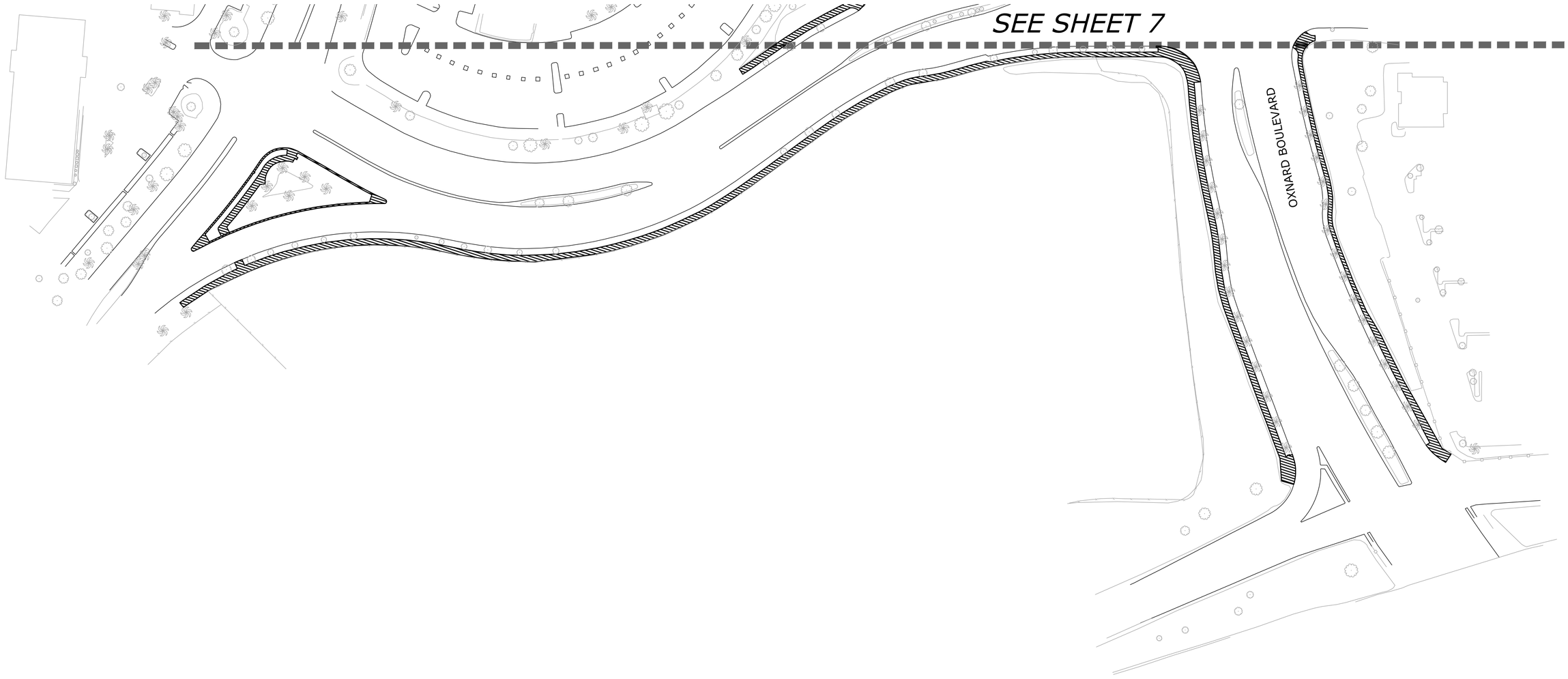

LEGEND		AREA (IN SQ FT.)
	SIDEWALK	21,049

SCALE: 1"=60'
0 60 120 180

ECG
Encompass Consultant Group
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SALVADOR CONTRERAS DATE: 09/12/2017
PROJECT ENGINEER
R.C.E.

W.O. 0013.06

REGISTERED PROFESSIONAL ENGINEER
SALVADOR CONTRERAS, JR.
NO 66720
CIVIL
STATE OF CALIFORNIA

REVISIONS

MARK	DATE	DESCRIPTION	BY

REVIEWED BY:
DATE
DATE

CITY OF OXNARD CALIFORNIA — Development Services Department

RIVERPARK HARDSCAPE

APPROVED:
City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60'
VERT. N/A

DRAWN BY: JG
CHECKED BY: SC

SHEET NO. 8 OF 15
DRAWING NUMBER

SAVE DATE: 9/21/2017 1:32:56 PM PLOT BY:Ramith PLOT DATE:9/21/2017 1:43:06 PM

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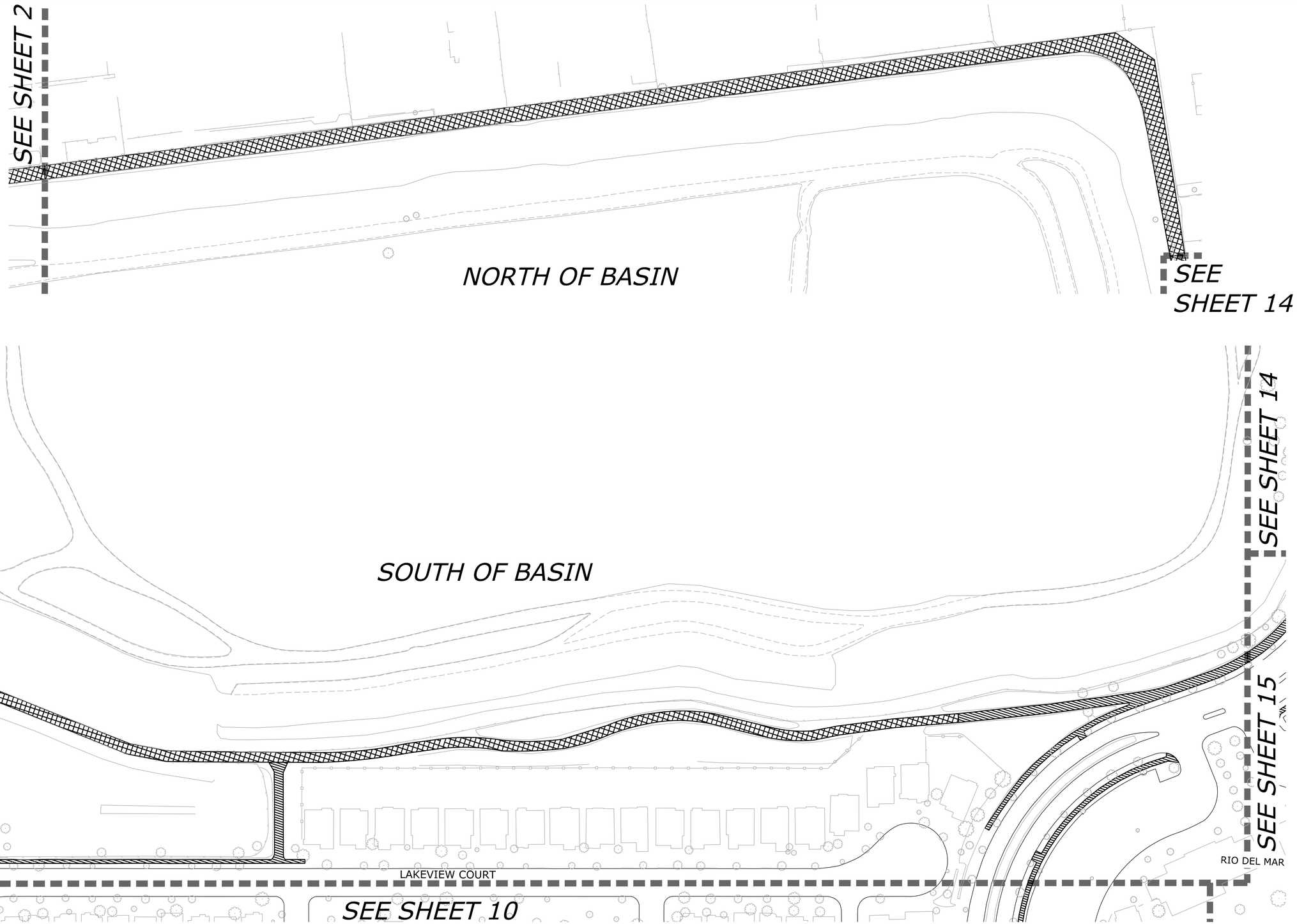

LEGEND		AREA (IN SQ FT.)
	SIDEWALK	13,163
	TRAIL	61,351

SCALE: 1"=60'

0 60 120 180

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SALVADOR CONTRERAS DATE: 09/12/2017
PROJECT ENGINEER
R.C.E.

W.O. 0013.06

REGISTERED PROFESSIONAL ENGINEER
SALVADOR CONTRERAS, JR.
NO 66720
CIVIL
STATE OF CALIFORNIA

REVISIONS			
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REVIEWED BY:

DATE

DATE

CITY OF OXNARD CALIFORNIA
Development Services Department

RIVERPARK HARDSCAPE

APPROVED:
City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60'
VERT. N/A

SHEET NO. 9 OF 15

DRAWN BY: JG
CHECKED BY: SC

DRAWING NUMBER

PLOT DATE:9/21/2017 1:43:15 PM
PLOT BY:Ramith
SAVE DATE: 9/21/2017 1:32:56 PM

DRAWING:n:\projects\0013\0013.06--riverpark cfd\geo\cad\0013-06_conc.dwg

590

SEE SHEET 9

LAKEVIEW COURT

RIO D

KIAWAH RIVER DRIVE

EAST PARK

JAVA PLACE

JAVA PLACE

JAVA PLACE

NIMES LANE

ORLEANS DRIVE

ROIA LANE

THAMES RIVER DRIVE

RIO VISTA MIDI

INDUS PLACE

PALISADES PARK DRIVE

SHENANDOAH DRIVE

MOSS LANDING BOULEVARD

GARONNE STREET

SEE SHEET 5

SEE SHEET 15

SEE SHEET 6

SEE SHEET 11

LEGEND	AREA (IN SQ FT.)
SIDEWALK	35,757

N W E S

SCALE: 1"=60'

0 60 120 180

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SALVADOR CONTRERAS DATE: 09/12/2017
PROJECT ENGINEER
R.C.E.
W.O. 0013.06

REGISTERED PROFESSIONAL ENGINEER
SALVADOR CONTRERAS, JR.
NO 66720
CIVIL
STATE OF CALIFORNIA

REVISIONS

MARK	DATE	DESCRIPTION	BY

REVIEWED BY:

DATE

DATE

CITY OF OXNARD CALIFORNIA Development Services Department

RIVERPARK HARDSCAPE

APPROVED:
City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60' VERT. N/A

SHEET NO. 10 OF 15

DRAWN BY: JG
CHECKED BY: SC

DRAWING NUMBER

PLOT DATE:9/21/2017 1:43:22 PM
PLOT BY:Ramith
SAVE DATE: 9/21/2017 1:32:56 PM

DRAWING:n:\projects\0013\0013.06--riverpark cfd\geo\cad\0013-06_conc.dwg

SEE SHEET 10

GREEN RIVER STREET

MOONLIGHT PARK AVENUE

RIVER PARK BOULEVARD

FOREST PARK BOULEVARD

FOREST PARK BOULEVARD

DETROIT DRIVE

SEE SHEET 15

SEE SHEET 6

DANVERS RIVER STREET

SEE SHEET 12

LEGEND	AREA (IN SQ FT.)
SIDEWALK	42,769

N W E S

SCALE: 1"=60'

0 60 120 180

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SALVADOR CONTRERAS DATE: 09/12/2017
PROJECT ENGINEER
R.C.E.
W.O. 0013.06

REGISTERED PROFESSIONAL ENGINEER
SALVADOR CONTRERAS, JR.
NO 66720
CIVIL
STATE OF CALIFORNIA

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DATE

CITY OF OXNARD CALIFORNIA
Development Services Department

RIVERPARK HARDSCAPE

APPROVED:
City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60' VERT. N/A

SHEET NO. 11 OF 15

DRAWN BY: JG
CHECKED BY: SC

DRAWING NUMBER

PLOT DATE:9/21/2017 1:43:28 PM
PLOT BY:Rsmith
SAVE DATE: 9/21/2017 1:32:56 PM

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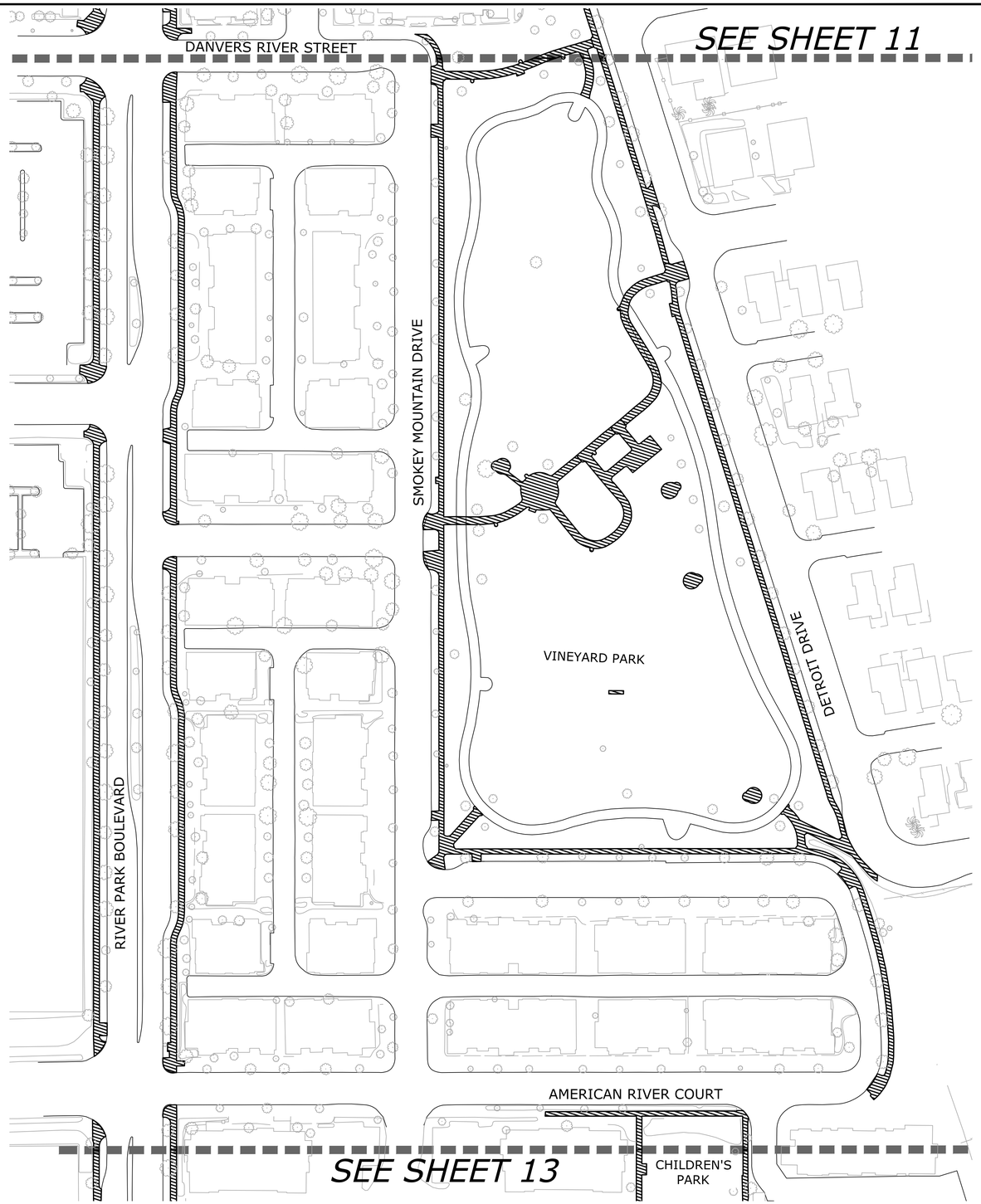

LEGEND		AREA (IN SQ FT.)
	SIDEWALK	38,988

N W E S

SCALE: 1"=60'

0 60 120 180

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SALVADOR CONTRERAS DATE: 09/12/2017
PROJECT ENGINEER
R.C.E.
W.O. 0013.06

REGISTERED PROFESSIONAL ENGINEER
SALVADOR CONTRERAS, JR.
NO 66720
CIVIL
STATE OF CALIFORNIA

REVISIONS

MARK	DATE	DESCRIPTION	BY

REVIEWED BY:
DATE
DATE

CITY OF OXNARD CALIFORNIA
Development Services Department

RIVERPARK HARDSCAPE

APPROVED:
City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60' VERT. N/A
SHEET NO. 12 OF 15
DRAWN BY: JG
CHECKED BY: SC
DRAWING NUMBER

SAVE DATE: 9/21/2017 1:32:56 PM PLOT BY:Remith PLOT DATE:9/21/2017 1:43:33 PM

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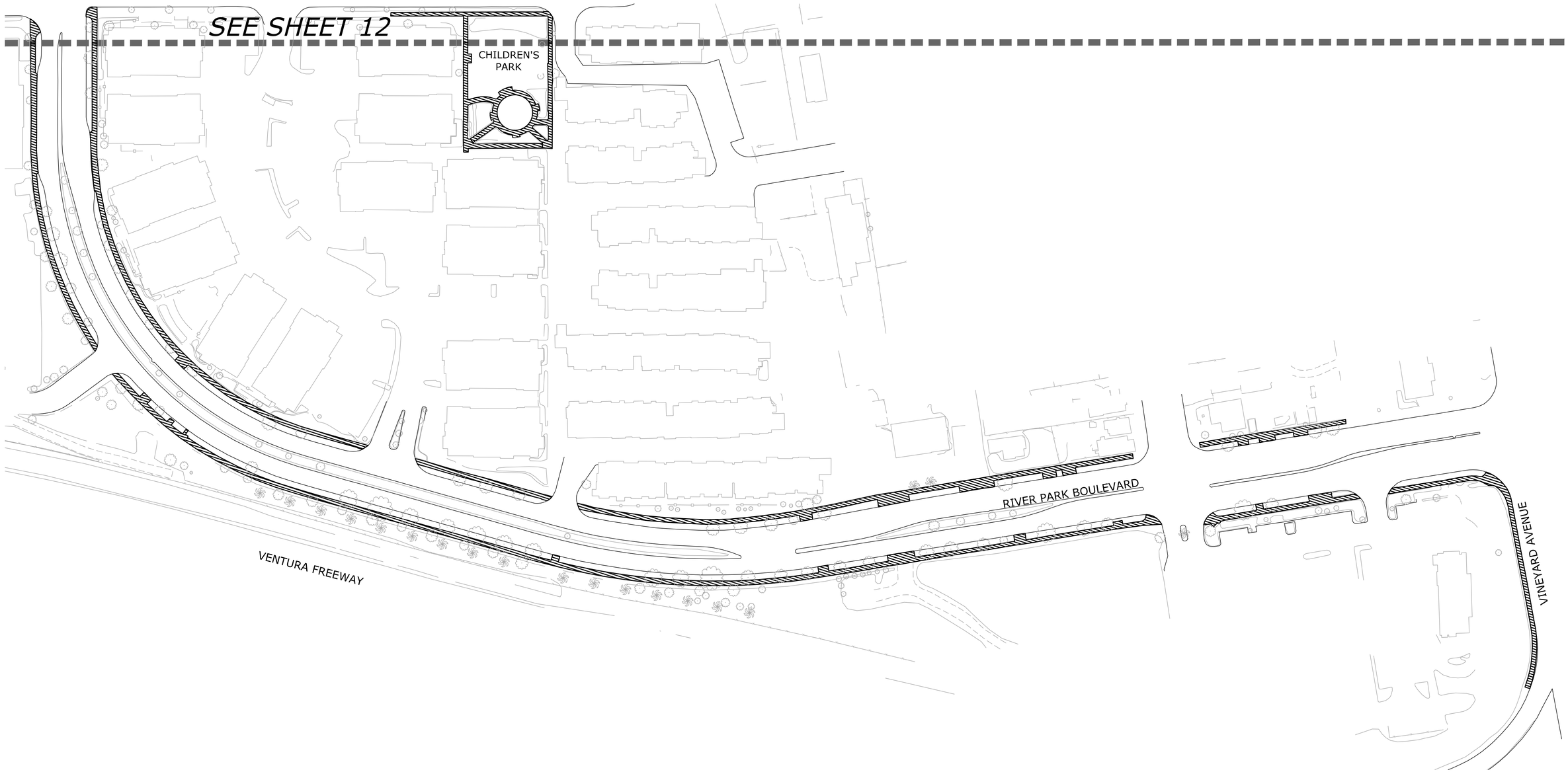

LEGEND		AREA (IN SQ FT.)
	SIDEWALK	32,038

SCALE: 1"=60'
0 60 120 180

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SALVADOR CONTRERAS DATE: 09/12/2017
PROJECT ENGINEER
R.C.E.
W.O. 0013.06

REGISTERED PROFESSIONAL ENGINEER
SALVADOR CONTRERAS, JR.
NO 66720
CIVIL
STATE OF CALIFORNIA

REVISIONS			
MARK	DATE	DESCRIPTION	BY

REVIEWED BY:
DATE
DATE

CITY OF OXNARD CALIFORNIA
Development Services Department

RIVERPARK HARDSCAPE

APPROVED:
City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60'
VERT. N/A

SHEET NO. 13 OF 15

DRAWN BY: JG
CHECKED BY: SC

DRAWING NUMBER

SAVE DATE: 9/21/2017 1:32:56 PM PLOT BY:Remith PLOT DATE:9/21/2017 1:43:39 PM

DRAWING:H:\projects\0013\0013.06-riverpark cfd\geo\cad\0013-06_conc.dwg

SEE SHEET 9

LEGEND		AREA (IN SQ FT.)
	SIDEWALK	21,761
	TRAIL	27,254

VINEYARD AVENUE

SEE ABOVE RIGHT

SEE BELOW LEFT

FIRE STATION

TURNOUT PARK CIRCLE

THAMES RIVER DRIVE

VINEYARD AVENUE

SEE SHEET 9

SEE SHEET 15

N W E S

SCALE: 1"=60'

0 60 120 180

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SALVADOR CONTRERAS DATE: 09/12/2017
PROJECT ENGINEER
R.C.E.

W.O. 0013.06

REGISTERED PROFESSIONAL ENGINEER
SALVADOR CONTRERAS, JR.
NO 66720
CIVIL
STATE OF CALIFORNIA

REVISIONS

MARK	DATE	DESCRIPTION	BY

REVIEWED BY:

DATE

DATE

CITY OF OXNARD CALIFORNIA Development Services Department

RIVERPARK HARDSCAPE

APPROVED:
City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60' VERT. N/A

SHEET NO. 14 OF 15

DRAWN BY: JG

CHECKED BY: SC

DRAWING NUMBER

SAVE DATE: 9/21/2017 1:32:56 PM PLOT BY:Remith PLOT DATE:9/21/2017 1:43:49 PM

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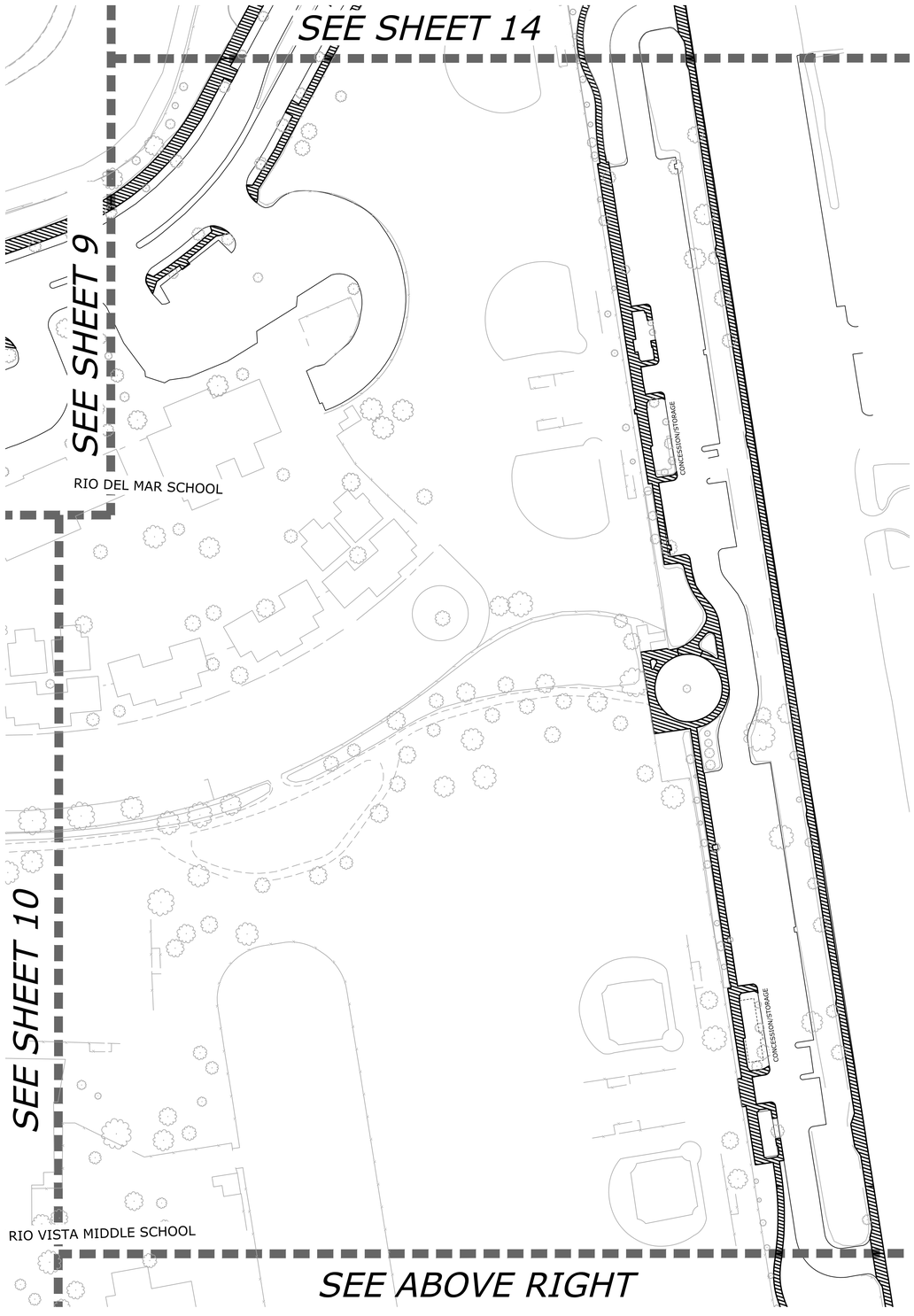

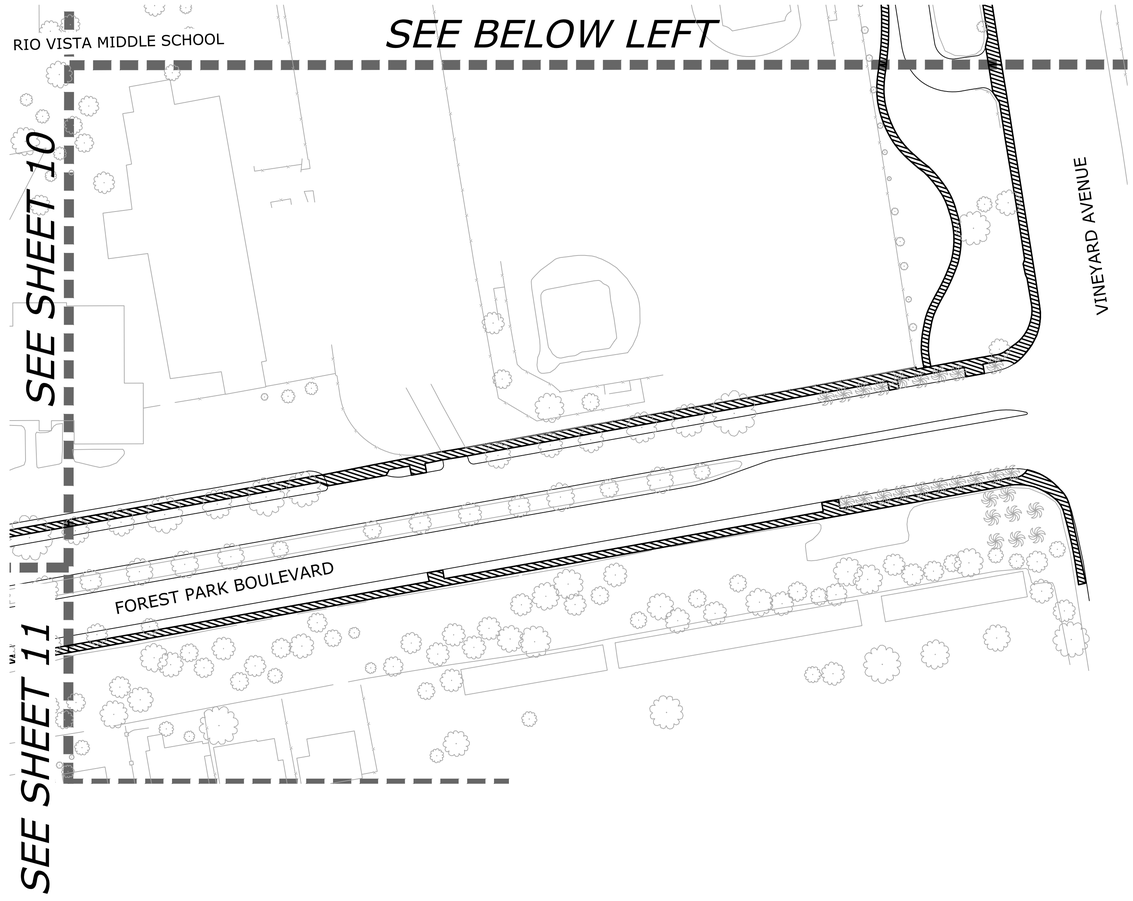

LEGEND		AREA (IN SQ FT.)
	SIDEWALK	39,557

SCALE: 1"=60'

0 60 120 180

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SALVADOR CONTRERAS DATE: 09/12/2017
PROJECT ENGINEER
R.C.E.
W.O. 0013.06

REGISTERED PROFESSIONAL ENGINEER
SALVADOR CONTRERAS, JR.
NO 66720
CIVIL
STATE OF CALIFORNIA

REVISIONS

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DATE

CITY OF OXNARD CALIFORNIA
Development Services Department

RIVERPARK HARDSCAPE

APPROVED:
City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60'
VERT. N/A

DRAWN BY: JG
CHECKED BY: SC

SHEET NO. 15 OF 15
DRAWING NUMBER

SAVE DATE: 9/21/2017 1:32:56 PM PLOT BY:Ramith PLOT DATE:9/21/2017 1:43:59 PM

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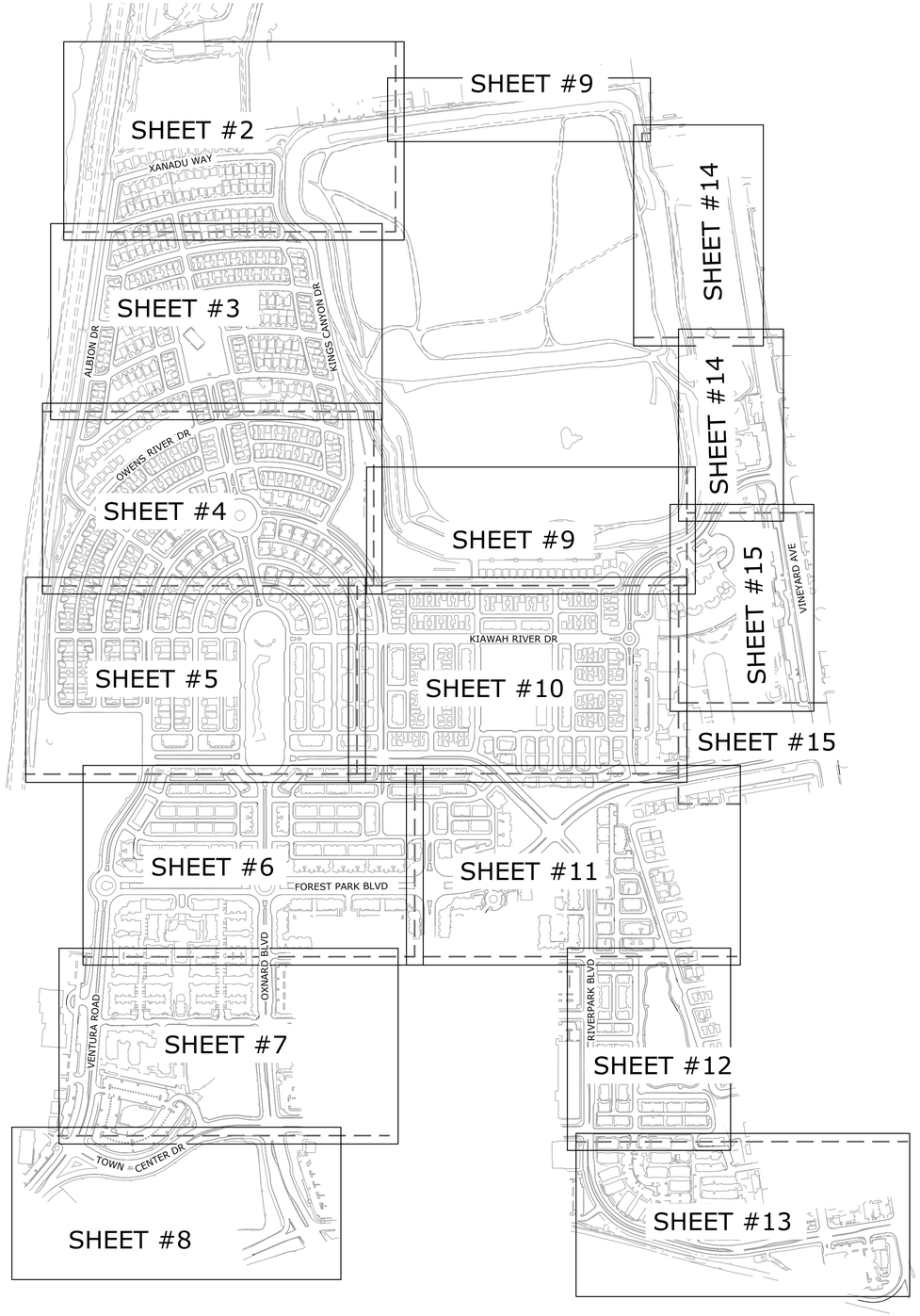

LEGEND		AREA (IN SQ. FT.)
	PLANTERS	872,489
	SLOPES	759,664
	BASINS	230,874

N W E S

SCALE: 1"=60'

0 60 120 180

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SALVADOR CONTRERAS DATE: 09/12/2017
PROJECT ENGINEER
R.C.E.

W.O. 0013.06

REGISTERED PROFESSIONAL ENGINEER
SALVADOR CONTRERAS, JR.
NO 66720
CIVIL
STATE OF CALIFORNIA

REVISIONS

MARK	DATE	DESCRIPTION	BY

REVIEWED BY:

DATE

DATE

CITY OF OXNARD CALIFORNIA Development Services Department

RIVERPARK PLANTER

APPROVED:

City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60' VERT. N/A

SHEET NO. 1 OF 15

DRAWN BY: JG

CHECKED BY: SC

DRAWING NUMBER

SAVE DATE: 9/21/2017 3:08:33 PM PLOT BY:Remith PLOT DATE:9/21/2017 3:09:10 PM

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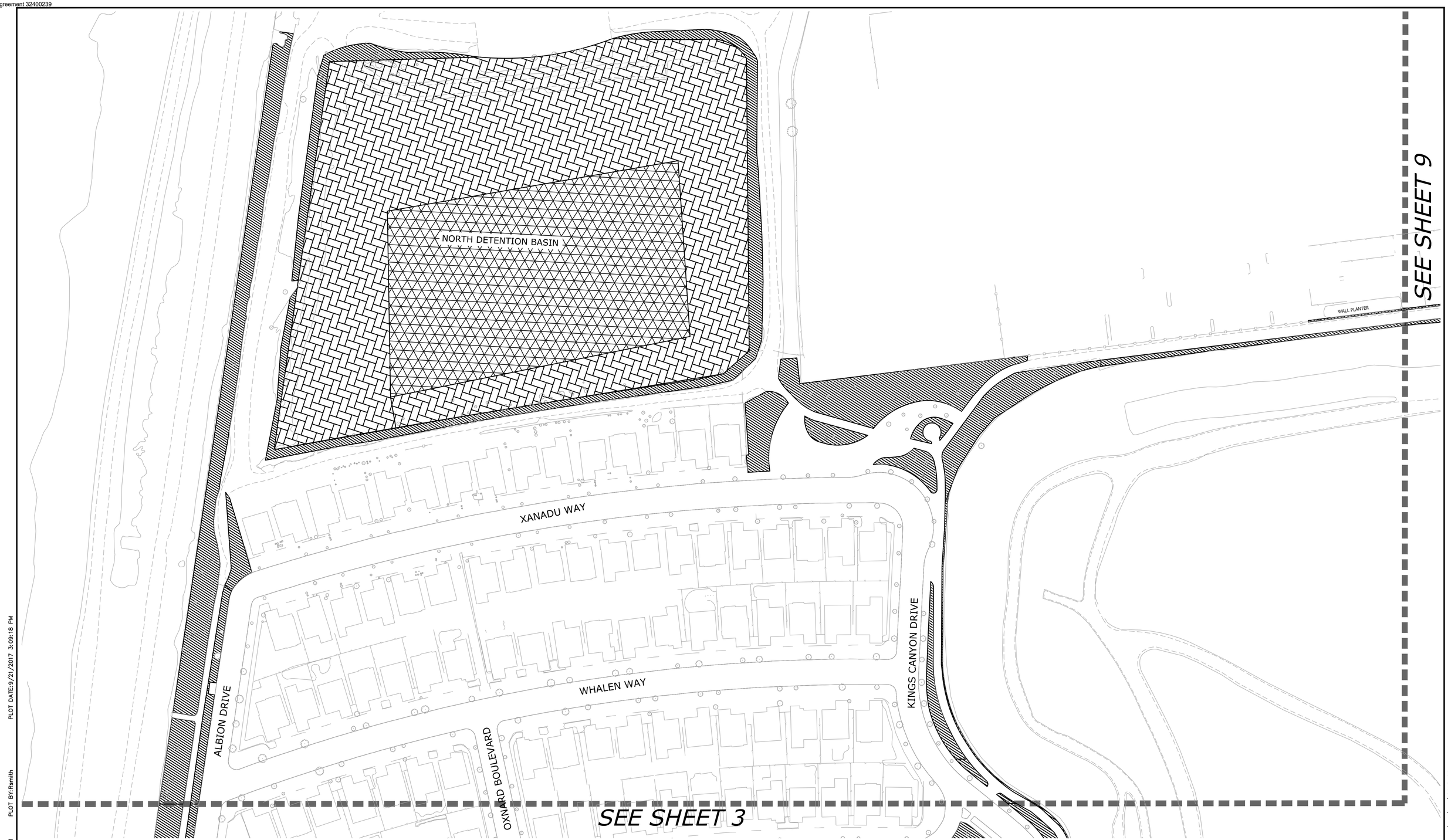

LEGEND	AREA (IN SQ FT.)
PLANTERS	101,412
SLOPES	212,817
BASINS	109,881

SCALE: 1"=60'
0 60 120 180

ECG Encompass Consultant Group
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PHONE: 805.322.4443 WEBSITE: WWW.ECGCIVIL.COM

SALVADOR CONTRERAS DATE: 09/12/2017
PROJECT ENGINEER
R.C.E. NO 66720
W.O. 0013.06

REGISTERED PROFESSIONAL ENGINEER
SALVADOR CONTRERAS, JR.
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CIVIL
STATE OF CALIFORNIA

REVISIONS

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REVIEWED BY:
DATE
DATE

CITY OF OXNARD CALIFORNIA Development Services Department

RIVERPARK PLANTER

APPROVED: City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60' VERT. N/A

SHEET NO. 2 OF 15

DRAWN BY: JG
CHECKED BY: SC

DRAWING NUMBER

PLOT DATE:9/21/2017 3:09:18 PM
PLOT BY:Remith
SAVE DATE: 9/21/2017 3:08:33 PM

DRAWING:n:\projects\0013\0013.06--riverpark cfd\geo\cad\0013-06ex_planters.dwg

SEE SHEET 2

TIBER RIVER WAY

OXNARD BOULEVARD

SEINE RIVER WAY

KINGS CANYON DRIVE

CRESCENT PARK

OXNARD BOULEVARD

RIO GRANDE WAY

OXNARD BOULEVARD

ALBION DRIVE

RIO GRANDE WAY

PLATTE WAY

PLATTE WAY

SEE SHEET 4

LEGEND		AREA (IN SQ FT.)
	PLANTERS	58,185
	SLOPES	3,887

SCALE: 1"=60'

0 60 120 180

ECG Encompass Consultant Group
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PHONE: 805.322.4443 WEBSITE: WWW.ECGCIVIL.COM

SALVADOR CONTRERAS DATE: 09/12/2017
PROJECT ENGINEER
R.C.E.
W.O. 0013.06

REGISTERED PROFESSIONAL ENGINEER
SALVADOR CONTRERAS, JR.
NO 66720
CIVIL
STATE OF CALIFORNIA

REVISIONS

MARK	DATE	DESCRIPTION	BY

REVIEWED BY:
DATE
DATE

CITY OF OXNARD CALIFORNIA Development Services Department

RIVERPARK PLANTER

APPROVED:
City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60' VERT. N/A

SHEET NO. 3 OF 15

DRAWN BY: JG
CHECKED BY: SC

DRAWING NUMBER

PLOT DATE:9/21/2017 3:09:26 PM
PLOT BY:Ramith
SAVE DATE: 9/21/2017 3:08:33 PM

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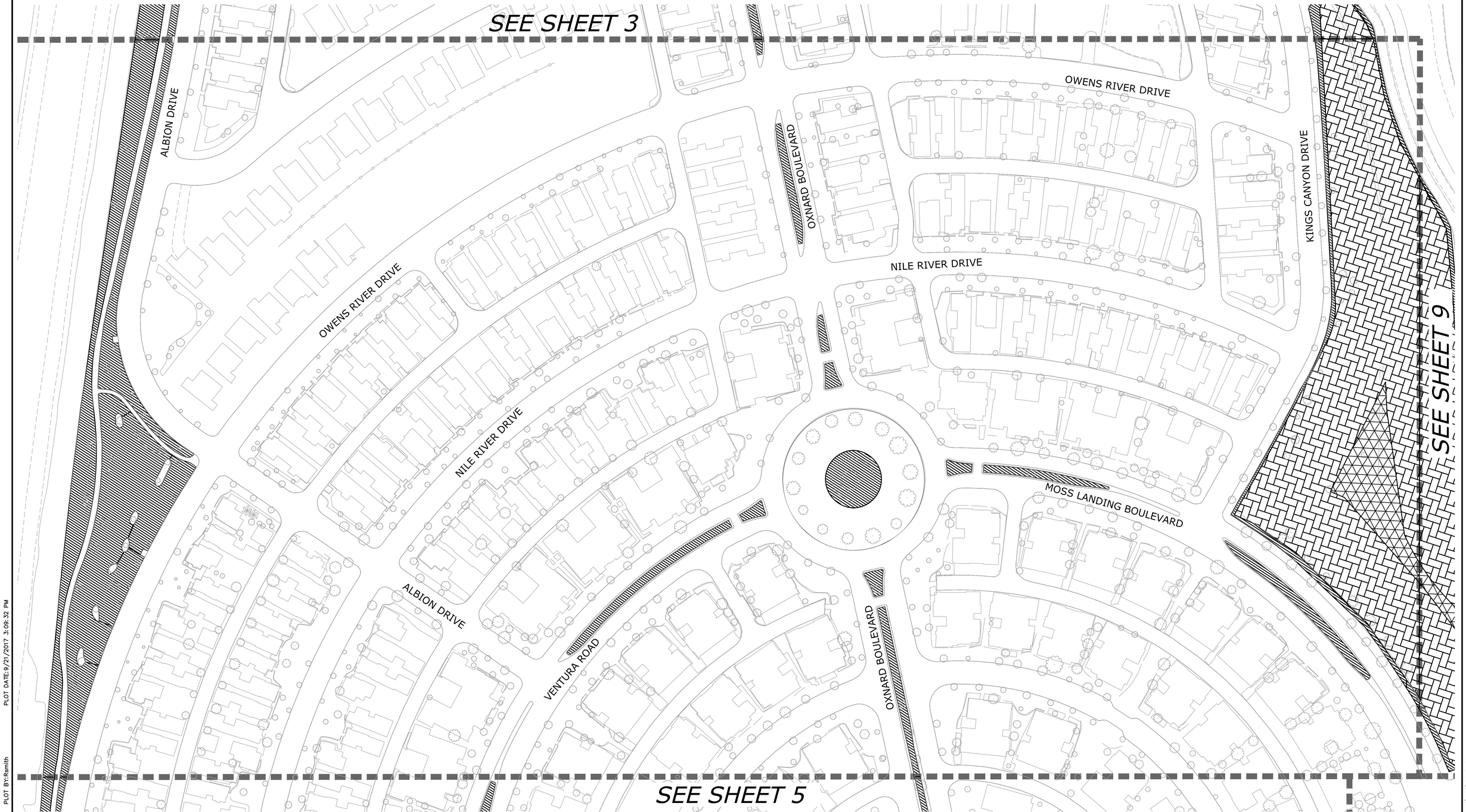

LEGEND		AREA (IN SQ FT.)
	PLANTERS	89,837
	SLOPES	108,850
	BASINS	12,466

SCALE: 1"=60'
0 60 120 180

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SALVADOR CONTRERAS DATE: 09/12/2017
PROJECT ENGINEER
R.C.E.
W.O. 0013.06

REGISTERED PROFESSIONAL ENGINEER
SALVADOR CONTRERAS, JR
NO 66720
CIVIL
STATE OF CALIFORNIA

REVISIONS			
MARK	DATE	DESCRIPTION	BY

REVIEWED BY:
DATE
DATE

CITY OF OXNARD CALIFORNIA — Development Services Department

RIVERPARK PLANTER

APPROVED:
City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60' VERT. N/A

SHEET NO. 4 OF 15

DRAWN BY: JG
CHECKED BY: SC

DRAWING NUMBER

SAVE DATE: 9/21/2017 3:08:33 PM PLOT BY:Remlith PLOT DATE:9/21/2017 3:09:32 PM

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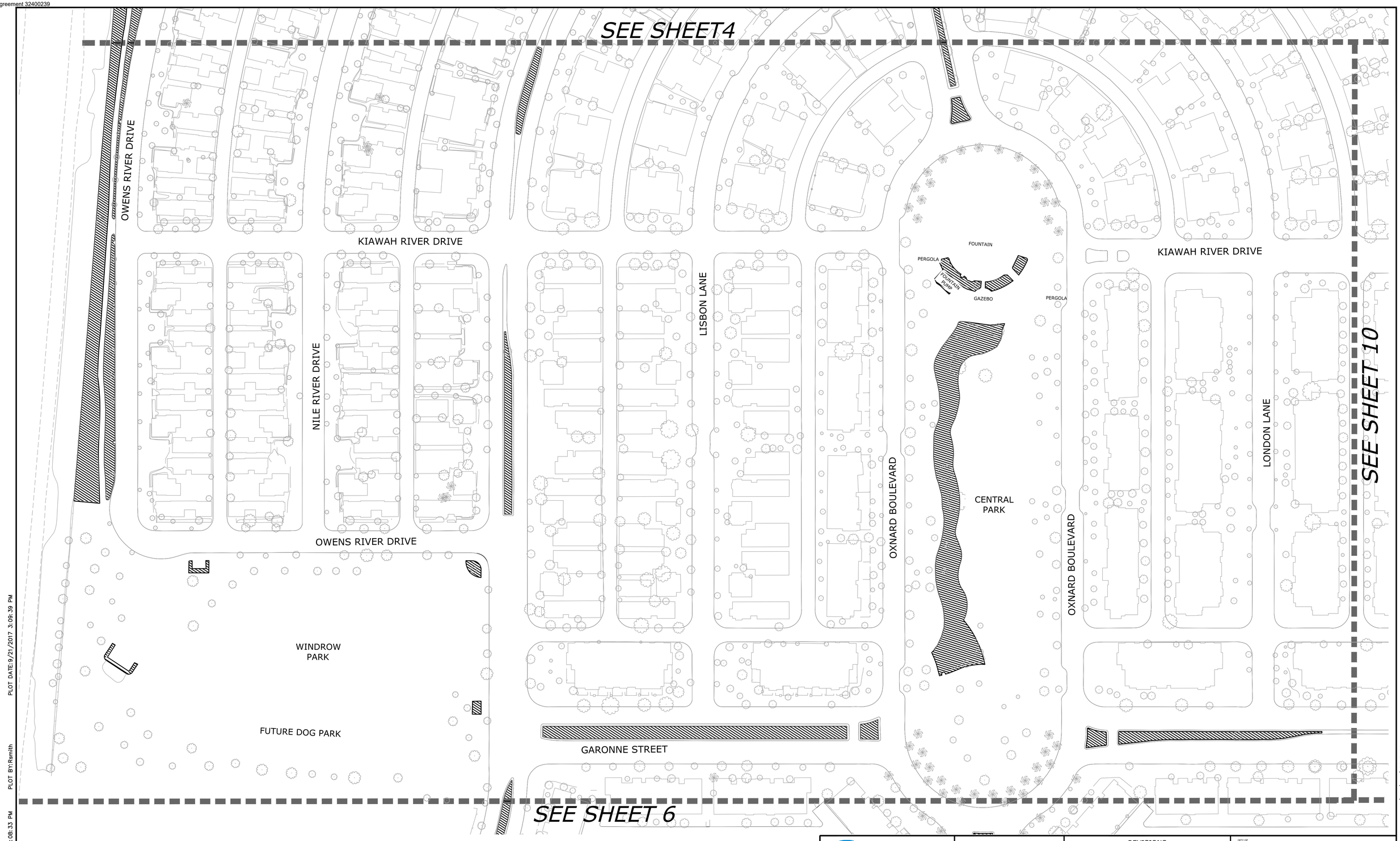
600



LEGEND

	AREA (IN SQ FT.)
PLANTERS	60,864

SCALE: 1"=60'
0 60 120 180

ECG
Encompass Consultant Group
333 N. LANTANA ST, SUITE 287, CAMARILLO, CA 93010
PHONE: 805.322.4443 WEBSITE: WWW.ECGCIVIL.COM

SALVADOR CONTRERAS DATE: 09/12/2017
PROJECT ENGINEER
R.C.E.
W.O. 0013.06

REGISTERED PROFESSIONAL ENGINEER
SALVADOR CONTRERAS, JR
NO 66720
CIVIL
STATE OF CALIFORNIA

REVISIONS

MARK	DATE	DESCRIPTION	BY

REVIEWED BY:
DATE
DATE

CITY OF OXNARD CALIFORNIA
Development Services Department

RIVERPARK PLANTER

APPROVED:
City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60' VERT. N/A
SHEET NO. 5 OF 15
DRAWN BY: JG
CHECKED BY: SC
DRAWING NUMBER

PLOT DATE:9/21/2017 3:09:39 PM
PLOT BY:Ramith
SAVE DATE: 9/21/2017 3:08:33 PM
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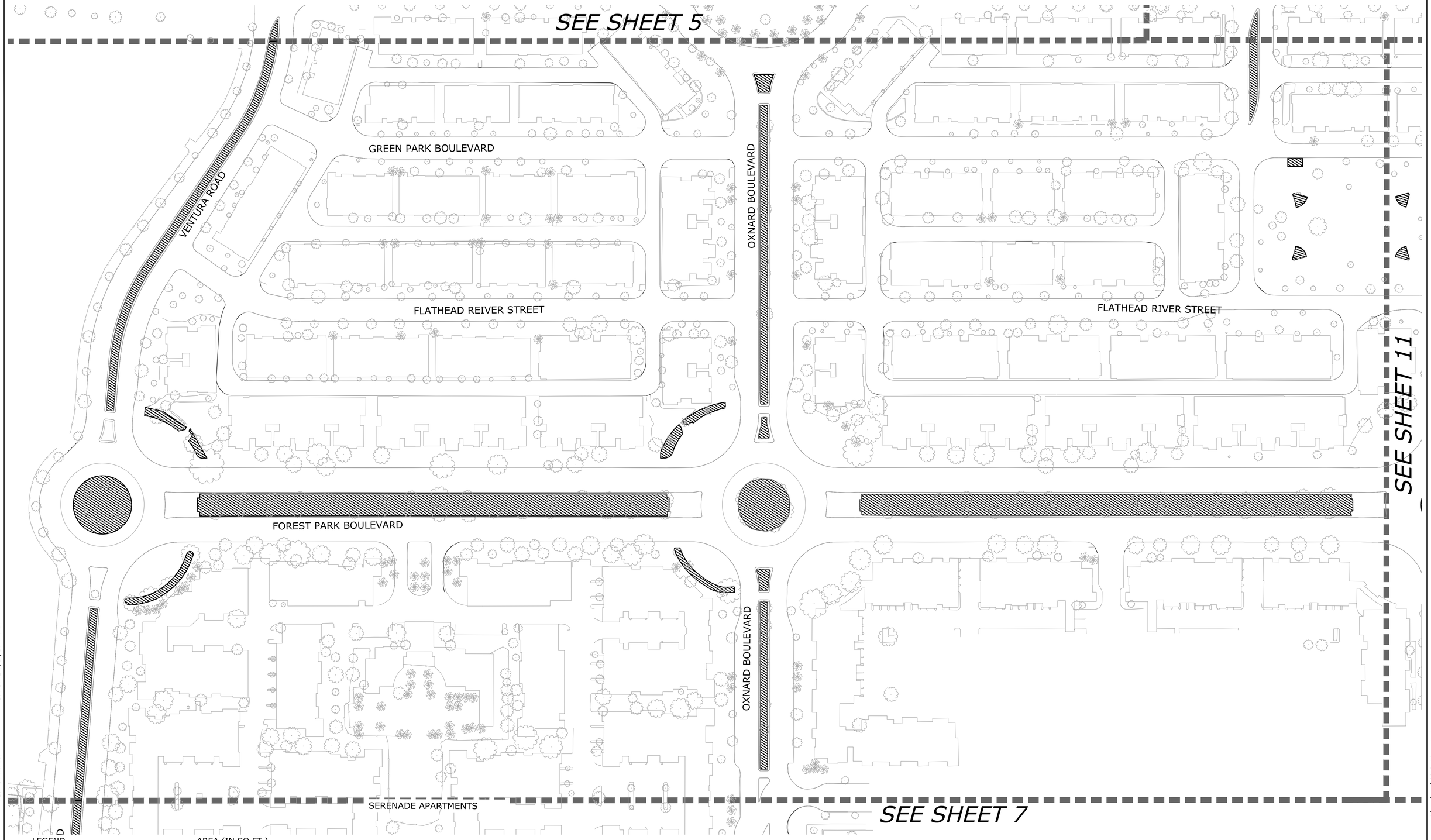

LEGEND	AREA (IN SQ FT.)
PLANTERS	76,824

SCALE: 1"=60'
0 60 120 180

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SALVADOR CONTRERAS DATE: 09/12/2017
PROJECT ENGINEER
R.C.E.
W.O. 0013.06

REGISTERED PROFESSIONAL ENGINEER
SALVADOR CONTRERAS, JR.
NO 66720
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DATE
DATE

CITY OF OXNARD CALIFORNIA — Development Services Department

RIVERPARK PLANTER

APPROVED:
City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60' VERT. N/A

SHEET NO. 6 OF 15

DRAWN BY: JG
CHECKED BY: SC

DRAWING NUMBER

PLOT DATE:9/21/2017 3:09:46 PM
PLOT BY:Ramith
SAVE DATE: 9/21/2017 3:08:33 PM

DRAWING:n:\projects\0013\0013.06-riverpark cfd\geo\cad\0013-06ex_planters.dwg

602

SEE SHEET 6

SERENADE APARTMENTS

VENTURA ROAD

CLYDE RIVER PLACE

OXNARD BOULEVARD

VENTURA ROAD

SEE SHEET 8

LEGEND	AREA (IN SQ FT.)
PLANTERS	13,134

N W E S

SCALE: 1"=60'

0 60 120 180

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SALVADOR CONTRERAS DATE: 09/12/2017
PROJECT ENGINEER
R.C.E.

W.O. 0013.06

REGISTERED PROFESSIONAL ENGINEER
SALVADOR CONTRERAS, JR.
NO 66720
CIVIL
STATE OF CALIFORNIA

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DATE

DATE

CITY OF OXNARD CALIFORNIA
Development Services Department

RIVERPARK PLANTER

APPROVED:
City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60'
VERT. N/A

SHEET NO. 7 OF 15

DRAWN BY: JG
CHECKED BY: SC

DRAWING NUMBER

PLOT DATE:9/21/2017 3:09:54 PM
PLOT BY:Rsmith
SAVE DATE: 9/21/2017 3:08:33 PM

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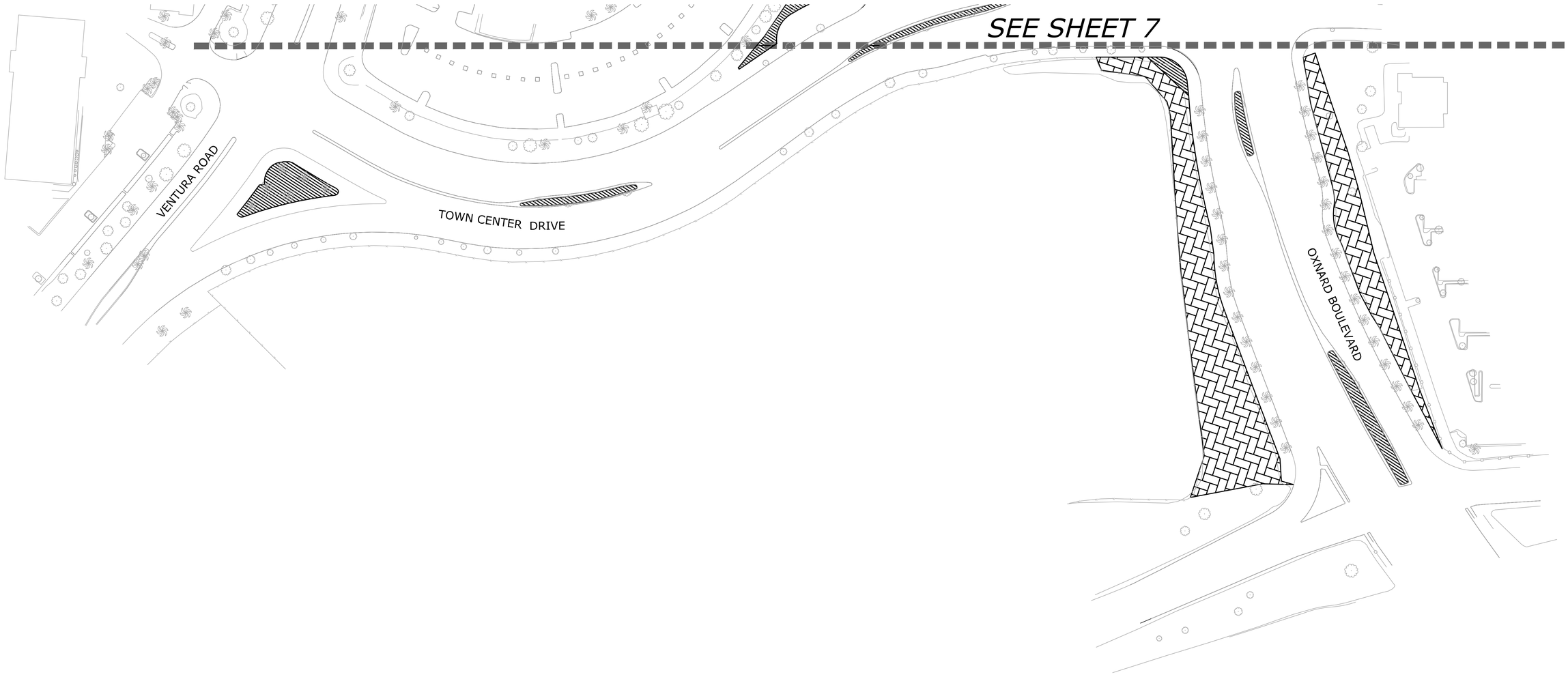
603



LEGEND		AREA (IN SQ FT.)
	PLANTERS	9,598
	SLOPES	39,980

SCALE: 1"=60'
0 60 120 180

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SALVADOR CONTRERAS DATE: 09/12/2017
PROJECT ENGINEER
R.C.E.
W.O. 0013.06

REGISTERED PROFESSIONAL ENGINEER
SALVADOR CONTRERAS, JR.
NO 66720
CIVIL
STATE OF CALIFORNIA

REVISIONS

MARK	DATE	DESCRIPTION	BY

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DATE
DATE

CITY OF OXNARD CALIFORNIA
Development Services Department

RIVERPARK PLANTER

APPROVED:
City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60' VERT. N/A
SHEET NO. 8 OF 15
DRAWN BY: JG
CHECKED BY: SC
DRAWING NUMBER

PLOT DATE:9/21/2017 3:10:01 PM
PLOT BY:Remith
SAVE DATE: 9/21/2017 3:08:33 PM
DRAWING:n:\projects\0013\0013.06--riverpark cfd\geo\cad\0013-06ex_planters.dwg

SEE SHEET 2

WALL PLANTER

WALL PLANTER

NORTH OF BASIN

SEE SHEET 4

SOUTH OF BASIN

SEE SHEET 14

SEE SHEET 15

RIO DEL MAR

LAKEVIEW COURT

SEE SHEET 10

LEGEND		AREA (IN SQ FT.)
	PLANTERS	80,599
	SLOPES	124,030
	BASINS	9,664

N W E S

SCALE: 1"=60'

0 60 120 180

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SALVADOR CONTRERAS DATE: 09/12/2017
PROJECT ENGINEER
R.C.E.

W.O. 0013.06

REGISTERED PROFESSIONAL ENGINEER
SALVADOR CONTRERAS, JR
NO 66720
CIVIL
STATE OF CALIFORNIA

REVISIONS

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DATE

DATE

CITY OF OXNARD CALIFORNIA Development Services Department

RIVERPARK PLANTER

APPROVED:

City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60' VERT. N/A

SHEET NO. 9 OF 15

DRAWN BY: JG

CHECKED BY: SC

DRAWING NUMBER

SAVE DATE: 9/21/2017 3:08:33 PM PLOT BY:Remith PLOT DATE:9/21/2017 3:10:14 PM

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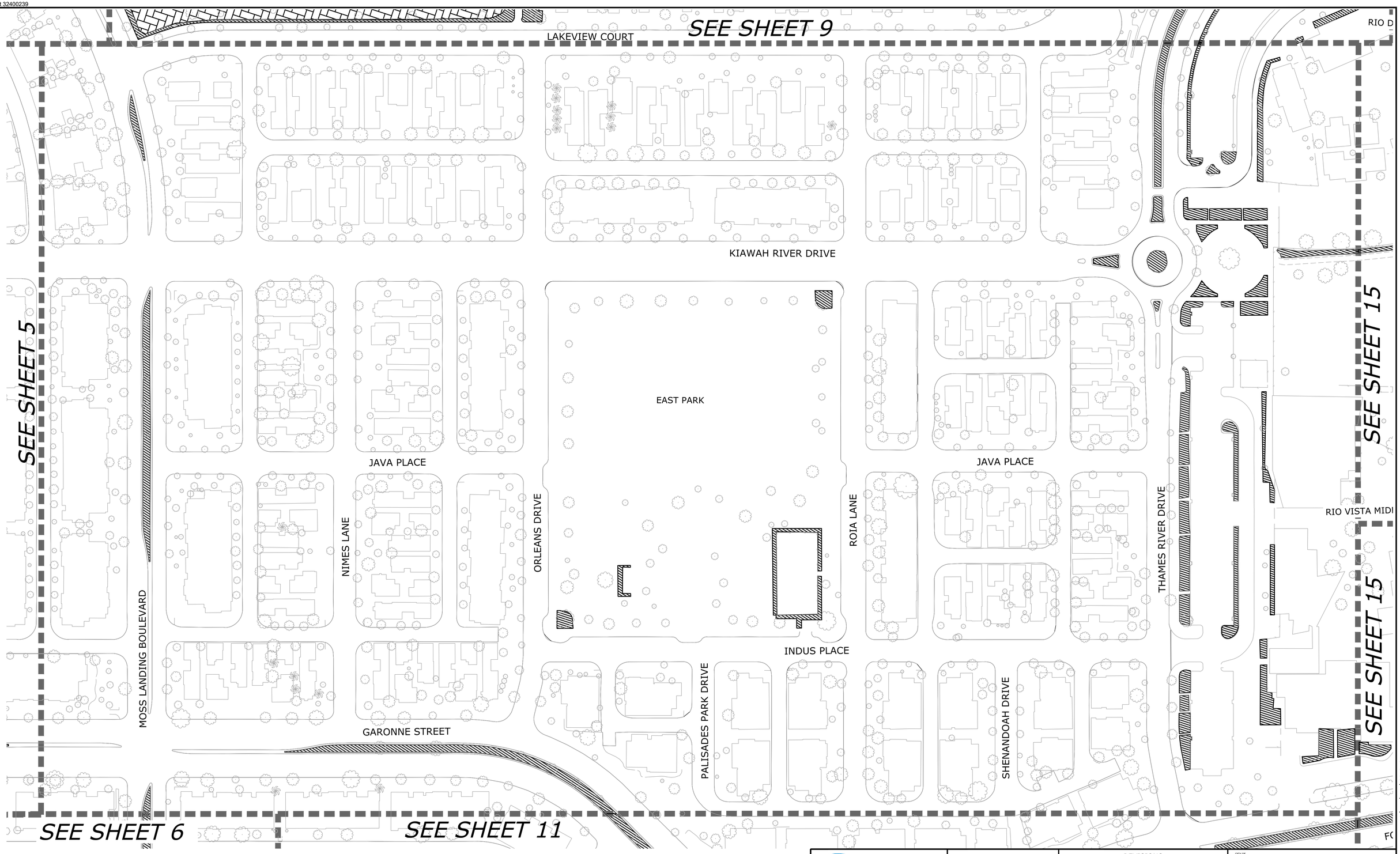
605



LEGEND	AREA (IN SQ FT.)
PLANTERS	48,446

SCALE: 1"=60'
0 60 120 180

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333 N. LANTANA ST, SUITE 287, CAMARILLO, CA 93010
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SALVADOR CONTRERAS DATE: 09/12/2017
PROJECT ENGINEER
R.C.E.
W.O. 0013.06

REGISTERED PROFESSIONAL ENGINEER
SALVADOR CONTRERAS, JR.
NO 66720
CIVIL
STATE OF CALIFORNIA

REVISIONS

MARK	DATE	DESCRIPTION	BY

REVIEWED BY:
DATE
DATE

CITY OF OXNARD CALIFORNIA Development Services Department

RIVERPARK PLANTER

APPROVED: City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60' VERT. N/A
SHEET NO. 10 OF 15
DRAWN BY: JG
CHECKED BY: SC
DRAWING NUMBER

PLOT DATE:9/21/2017 3:10:22 PM
PLOT BY:Rsmith
SAVE DATE: 9/21/2017 3:08:33 PM
DRAWING:n:\projects\0013\0013.06—riverpark cfd\geo\cad\0013-06ex_planters.dwg

SEE SHEET 10

SEE SHEET 15

SEE SHEET 6

SEE SHEET 12

GREEN RIVER STREET

RIVER PARK BOULEVARD

FOREST PARK BOULEVARD

MOONLIGHT PARK AVENUE

DETROIT DRIVE

DANVERS RIVER STREET

LEGEND	AREA (IN SQ FT.)
PLANTERS	49,450

SCALE: 1"=60'

0 60 120 180

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SALVADOR CONTRERAS DATE: 09/12/2017
PROJECT ENGINEER
R.C.E.
W.O. 0013.06

REGISTERED PROFESSIONAL ENGINEER
SALVADOR CONTRERAS, JR.
NO 66720
CIVIL
STATE OF CALIFORNIA

REVISIONS			
MARK	DATE	DESCRIPTION	BY

REVIEWED BY:

DATE

DATE

CITY OF OXNARD CALIFORNIA Development Services Department

RIVERPARK PLANTER

APPROVED:
City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60'
VERT. N/A

SHEET NO. 11 OF 15

DRAWN BY: JG

CHECKED BY: SC

DRAWING NUMBER

PLOT DATE:9/21/2017 3:10:30 PM

PLOT BY:Remith

SAVE DATE: 9/21/2017 3:08:33 PM

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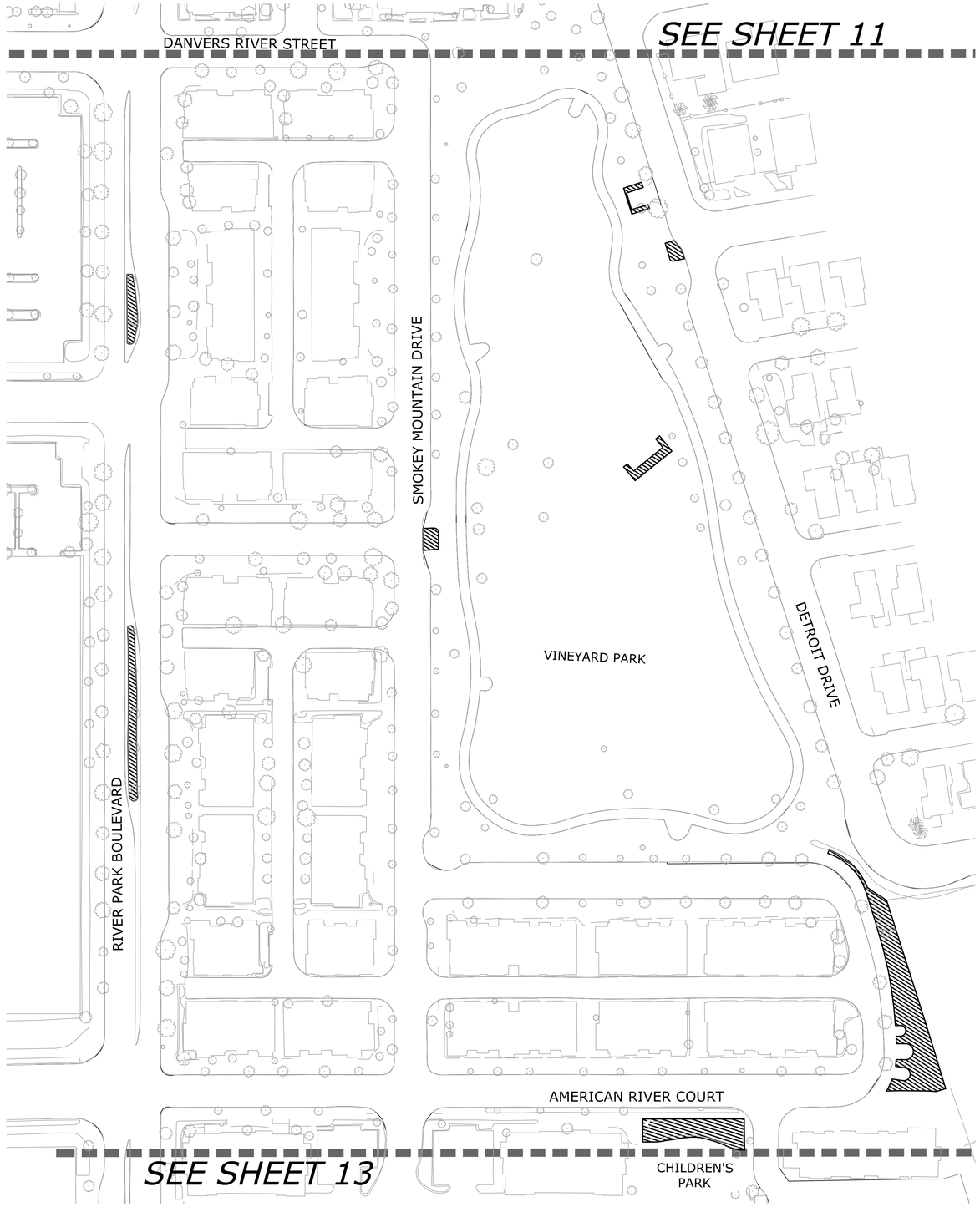

LEGEND		AREA (IN SQ FT.)
▨	PLANTERS	10,854

N W E S

SCALE: 1"=60'

0 60 120 180

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SALVADOR CONTRERAS DATE: 09/12/2017
PROJECT ENGINEER
R.C.E.
W.O. 0013.06

REGISTERED PROFESSIONAL ENGINEER
SALVADOR CONTRERAS, JR
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CIVIL
STATE OF CALIFORNIA

REVISIONS			
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REVIEWED BY:
DATE
DATE

CITY OF OXNARD CALIFORNIA — Development Services Department

RIVERPARK PLANTER

APPROVED:
City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60' VERT. N/A

SHEET NO. 12 OF 15

DRAWN BY: JG
CHECKED BY: SC

DRAWING NUMBER

SAVE DATE: 9/21/2017 3:08:33 PM PLOT BY:Remith PLOT DATE:9/21/2017 3:10:38 PM

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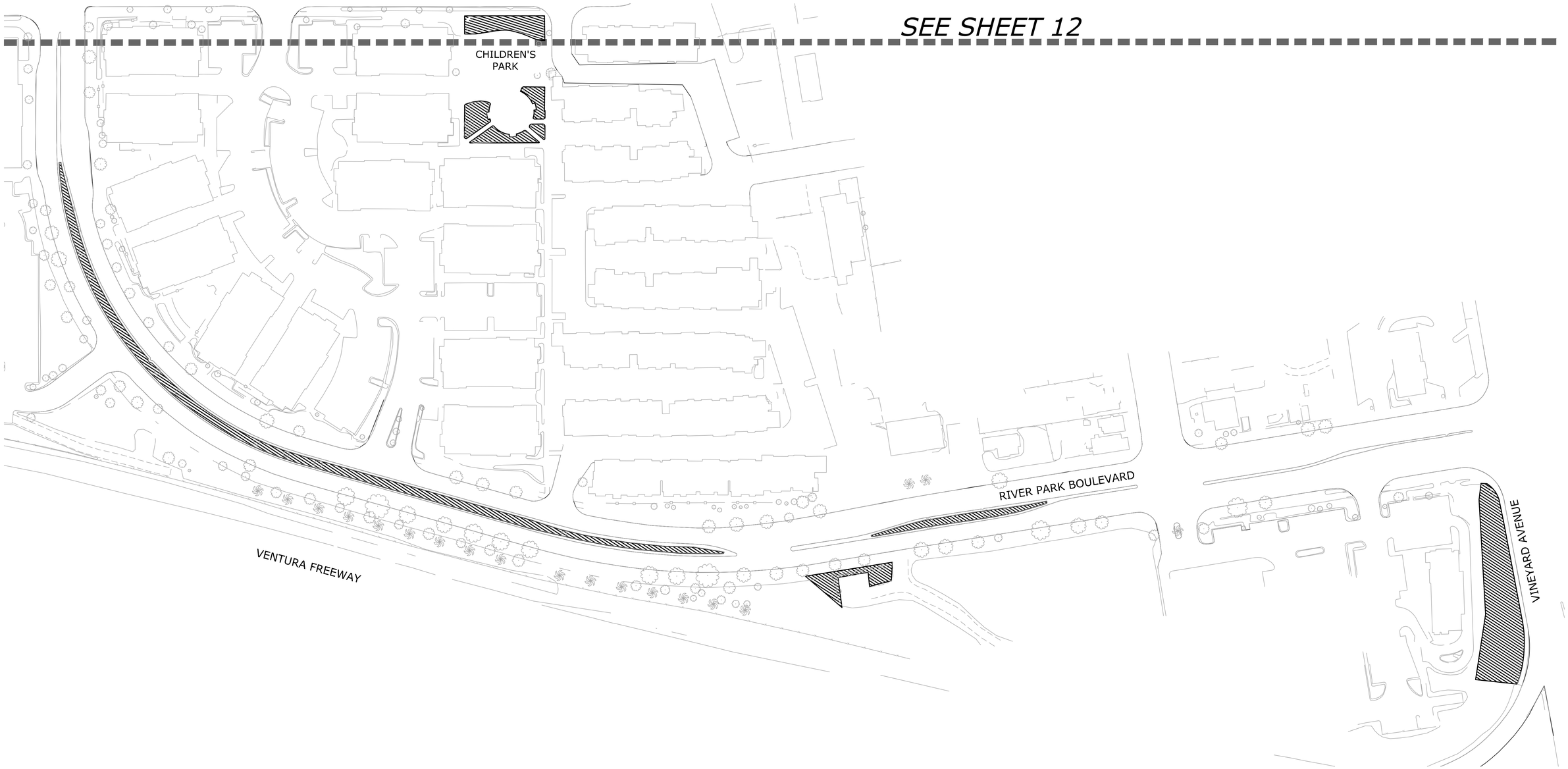
608



LEGEND	AREA (IN SQ FT.)
PLANTERS	27,052

SCALE: 1"=60'
0 60 120 180

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SALVADOR CONTRERAS DATE: 09/12/2017
PROJECT ENGINEER
R.C.E.
W.O. 0013.06

REGISTERED PROFESSIONAL ENGINEER
SALVADOR CONTRERAS, JR.
NO 66720
CIVIL
STATE OF CALIFORNIA

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DATE
DATE

CITY OF OXNARD CALIFORNIA
Development Services Department

RIVERPARK PLANTER

APPROVED:
City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60'
VERT. N/A

SHEET NO. 13 OF 15

DRAWN BY: JG
CHECKED BY: SC

DRAWING NUMBER

SAVE DATE: 9/21/2017 3:08:33 PM PLOT BY:Rsmith PLOT DATE:9/21/2017 3:10:46 PM

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609

SEE SHEET 9

SEE BELOW LEFT

VINEYARD AVENUE

FIRE STATION

TURNOUT PARK CIRCLE

THAMES RIVER DRIVE

SEE SHEET 9

SEE SHEET 15

SEE ABOVE RIGHT

LEGEND		AREA (IN SQ FT.)
	PLANTERS	105,746
	SLOPES	270,099
	BASINS	98,863

SCALE: 1"=60'

0 60 120 180

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Encompass Consultant Group
333 N. LANTANA ST, SUITE 287, CAMARILLO, CA 93010
PHONE: 805.322.4443 WEBSITE: WWW.ECGCIVIL.COM

SALVADOR CONTRERAS DATE: 09/12/2017
PROJECT ENGINEER
R.C.E.
W.O. 0013.06

REGISTERED PROFESSIONAL ENGINEER
SALVADOR CONTRERAS, JR.
NO 66720
CIVIL
STATE OF CALIFORNIA

REVISIONS			
MARK	DATE	DESCRIPTION	BY

REVIEWED BY:

DATE

DATE

CITY OF OXNARD CALIFORNIA Development Services Department

RIVERPARK PLANTER

APPROVED:
City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60' VERT. N/A

SHEET NO. 14 OF 15

DRAWN BY: JG

CHECKED BY: SC

DRAWING NUMBER

SAVE DATE: 9/21/2017 3:08:33 PM PLOT BY:Rsmith PLOT DATE:9/21/2017 3:11:00 PM

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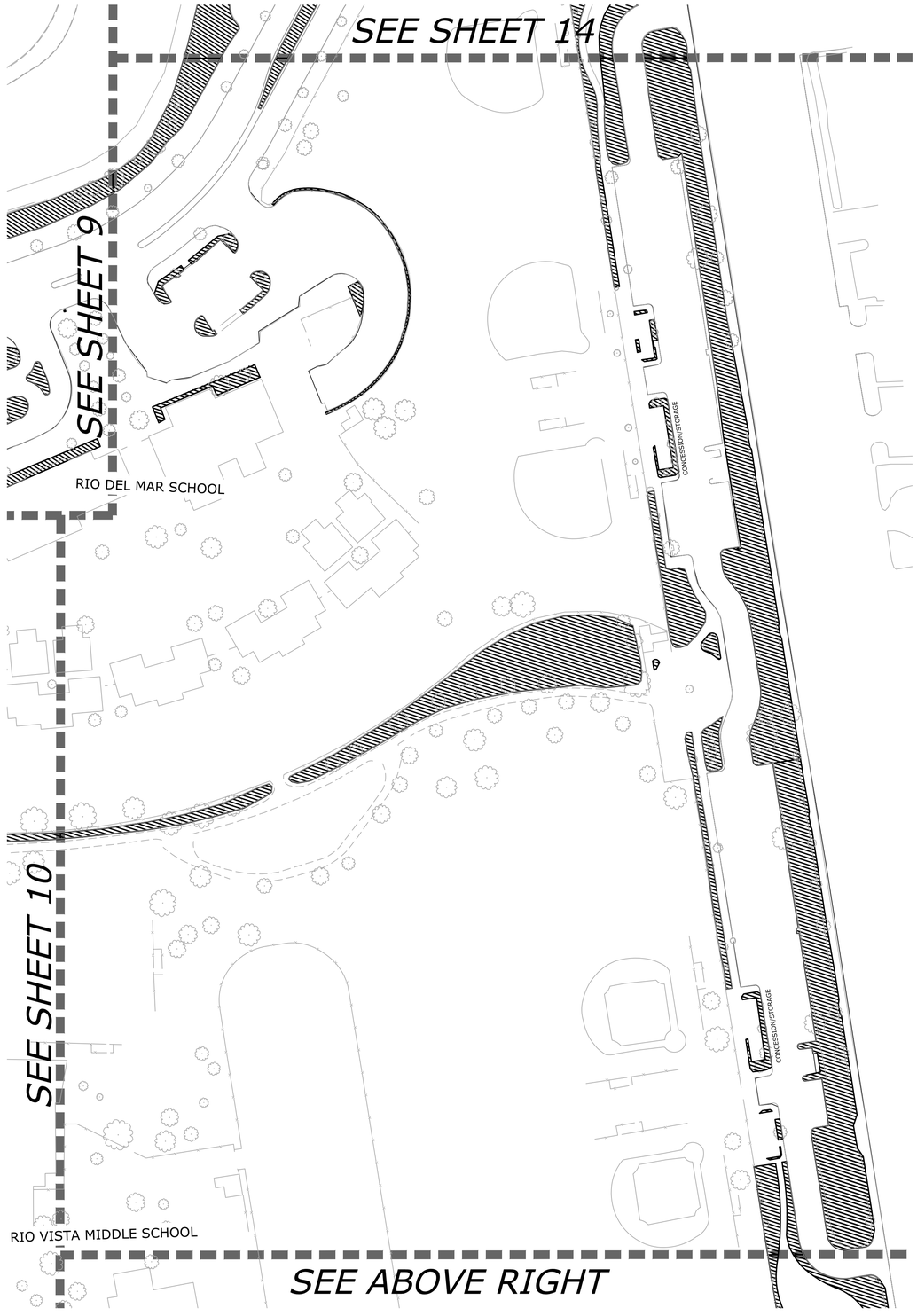
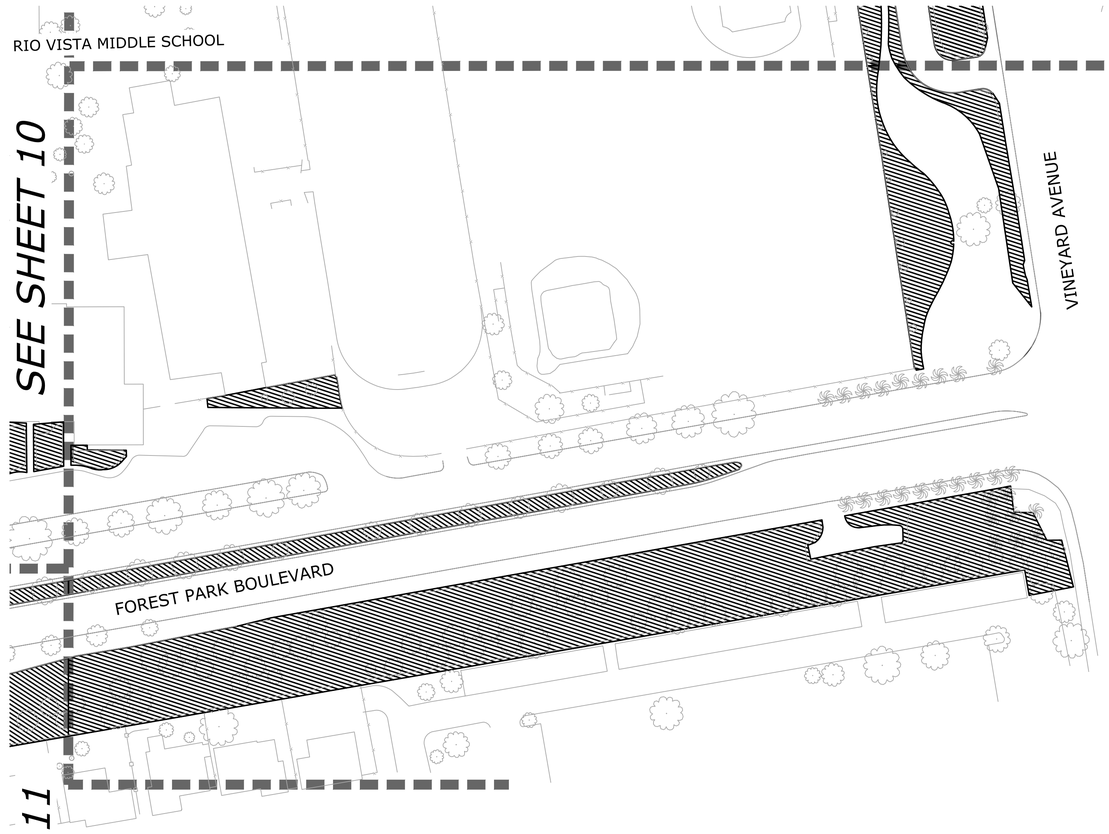


SEE BELOW LEFT



LEGEND	AREA (IN SQ FT.)
PLANTERS	140,448

SCALE: 1"=60'
0 60 120 180

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SALVADOR CONTRERAS DATE: 09/12/2017
PROJECT ENGINEER
R.C.E.
W.O. 0013.06

REGISTERED PROFESSIONAL ENGINEER
SALVADOR CONTRERAS, JR
NO 66720
CIVIL
STATE OF CALIFORNIA

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DATE
DATE

CITY OF OXNARD CALIFORNIA Development Services Department

RIVERPARK PLANTER

APPROVED:
City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60' VERT. N/A
SHEET NO. 15 OF 15
DRAWN BY: JG
CHECKED BY: SC
DRAWING NUMBER

SAVE DATE: 9/21/2017 3:08:33 PM PLOT BY:Remith PLOT DATE:9/21/2017 3:11:14 PM

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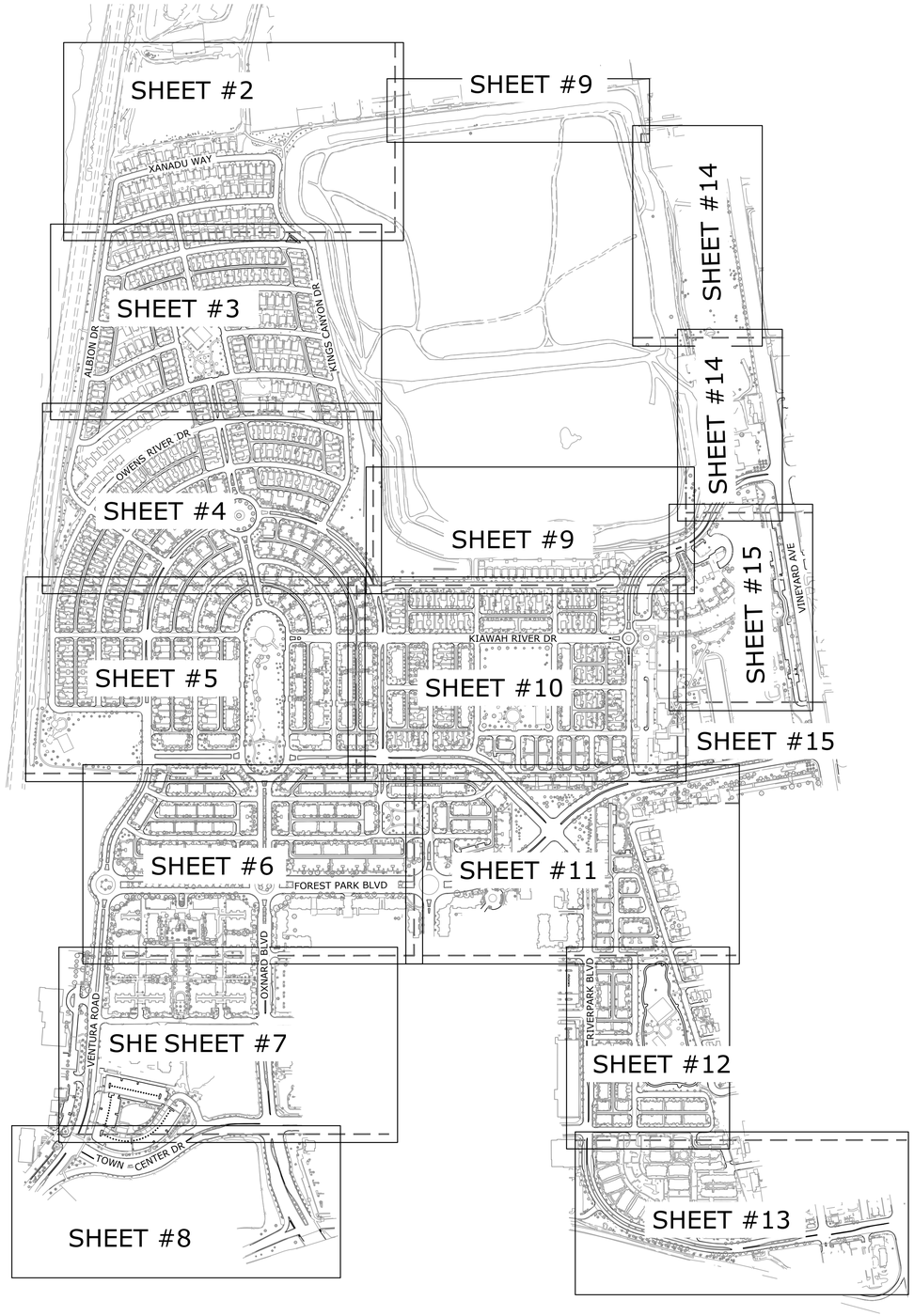
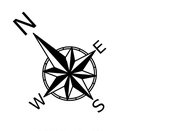


LEGEND		AREA (IN SQ. FT.)
	PARK	986,487
	SCHOOL	541,231
	OTHER	307,858



SCALE: 1"=60'

0 60 120 180

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PHONE: 805.322.4443 WEBSITE: WWW.ECGCIVIL.COM

SALVADOR CONTRERAS DATE: 09/12/2017
PROJECT ENGINEER
R.C.E.

W.O. 0013.06

REGISTERED PROFESSIONAL ENGINEER
SALVADOR CONTRERAS, JR.
NO 66720
CIVIL
STATE OF CALIFORNIA

REVISIONS

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REVIEWED BY:

DATE

DATE

CITY OF OXNARD CALIFORNIA — Development Services Department

RIVERPARK TURF

APPROVED:
City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60' VERT. N/A

SHEET NO. 1 OF 15

DRAWN BY: JG

CHECKED BY: SC

DRAWING NUMBER

SAVE DATE: 9/21/2017 4:27:02 PM PLOT BY:Rsmith PLOT DATE:9/21/2017 4:27:32 PM

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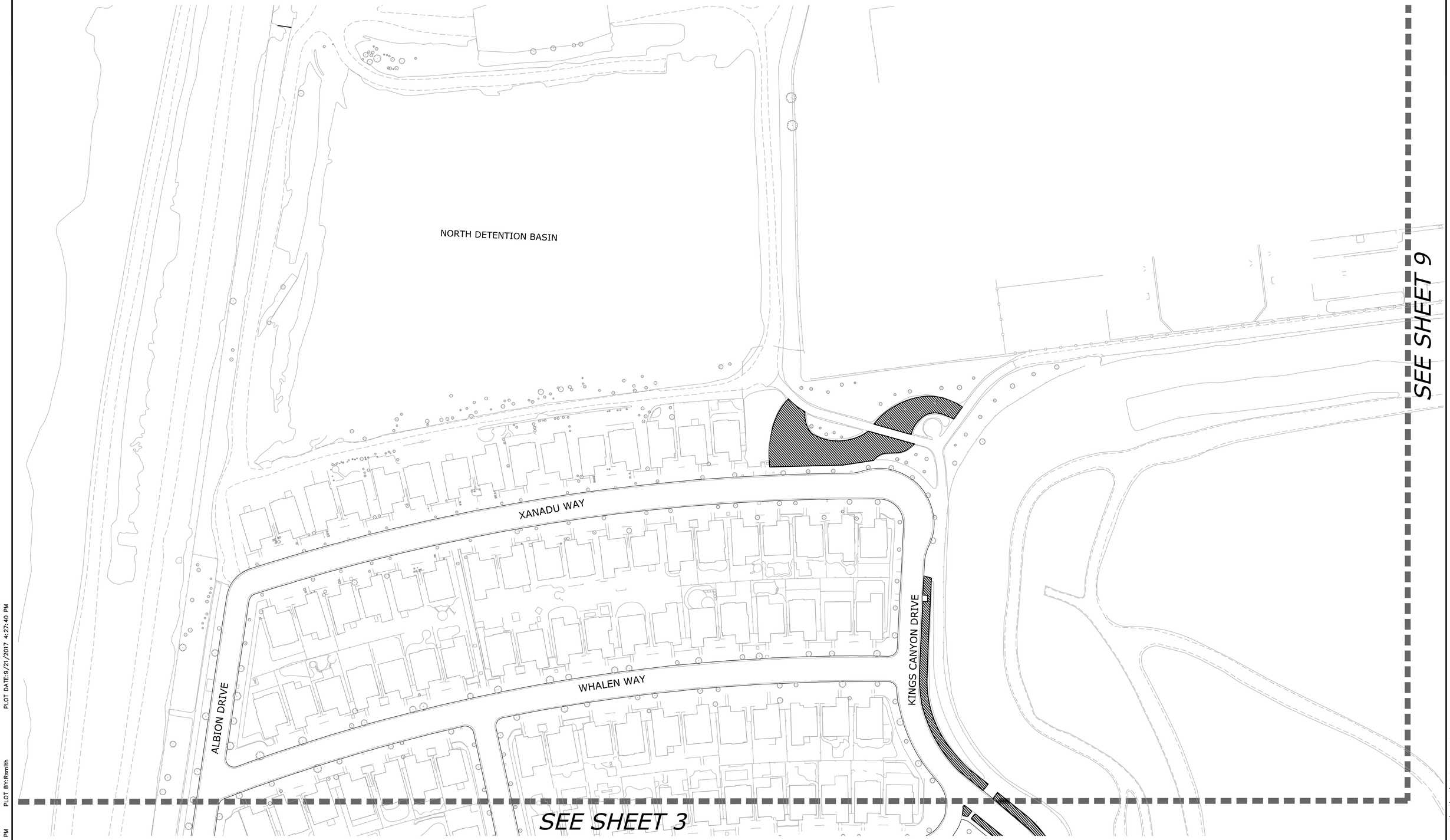

LEGEND	AREA (IN SQ FT.)
TURF OTHER	16,098

SCALE: 1"=60'

0 60 120 180

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SALVADOR CONTRERAS DATE: 09/12/2017
PROJECT ENGINEER
R.C.E.

W.O. 0013.06

REGISTERED PROFESSIONAL ENGINEER
SALVADOR CONTRERAS, JR.
NO 66720
CIVIL
STATE OF CALIFORNIA

REVISIONS

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REVIEWED BY:

DATE

DATE

CITY OF OXNARD CALIFORNIA Development Services Department

RIVERPARK TURF

APPROVED: City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60' VERT. N/A

SHEET NO. 2 OF 15

DRAWN BY: JG

CHECKED BY: SC

DRAWING NUMBER

SAVE DATE: 9/21/2017 4:27:02 PM PLOT BY:Ramith PLOT DATE:9/21/2017 4:27:40 PM

DRAWING:n:\projects\0013\0013.06-riverpark cfd\geo\cad\0013-06ex_turf.dwg

SEE SHEET 2

TIBER RIVER WAY

OXNARD BOULEVARD

SEINE RIVER WAY

KINGS CANYON DRIVE

CRESCENT PARK

OXNARD BOULEVARD

OXNARD BOULEVARD

RIO GRANDE WAY

ALBION DRIVE

RIO GRANDE WAY

PLATTE WAY

PLATTE WAY

SEE SHEET 4

LEGEND		AREA (IN SQ FT.)
	PARK	81,938
	OTHER	8,169

SCALE: 1"=60'

0 60 120 180

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SALVADOR CONTRERAS DATE: 09/12/2017
PROJECT ENGINEER
R.C.E.

W.O. 0013.06

REGISTERED PROFESSIONAL ENGINEER
SALVADOR CONTRERAS, JR
NO 66720
CIVIL
STATE OF CALIFORNIA

REVISIONS

MARK	DATE	DESCRIPTION	BY

REVIEWED BY:

DATE

DATE

CITY OF OXNARD CALIFORNIA Development Services Department

RIVERPARK TURF

APPROVED:
City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60' VERT. N/A

SHEET NO. 3 OF 15

DRAWN BY: JG

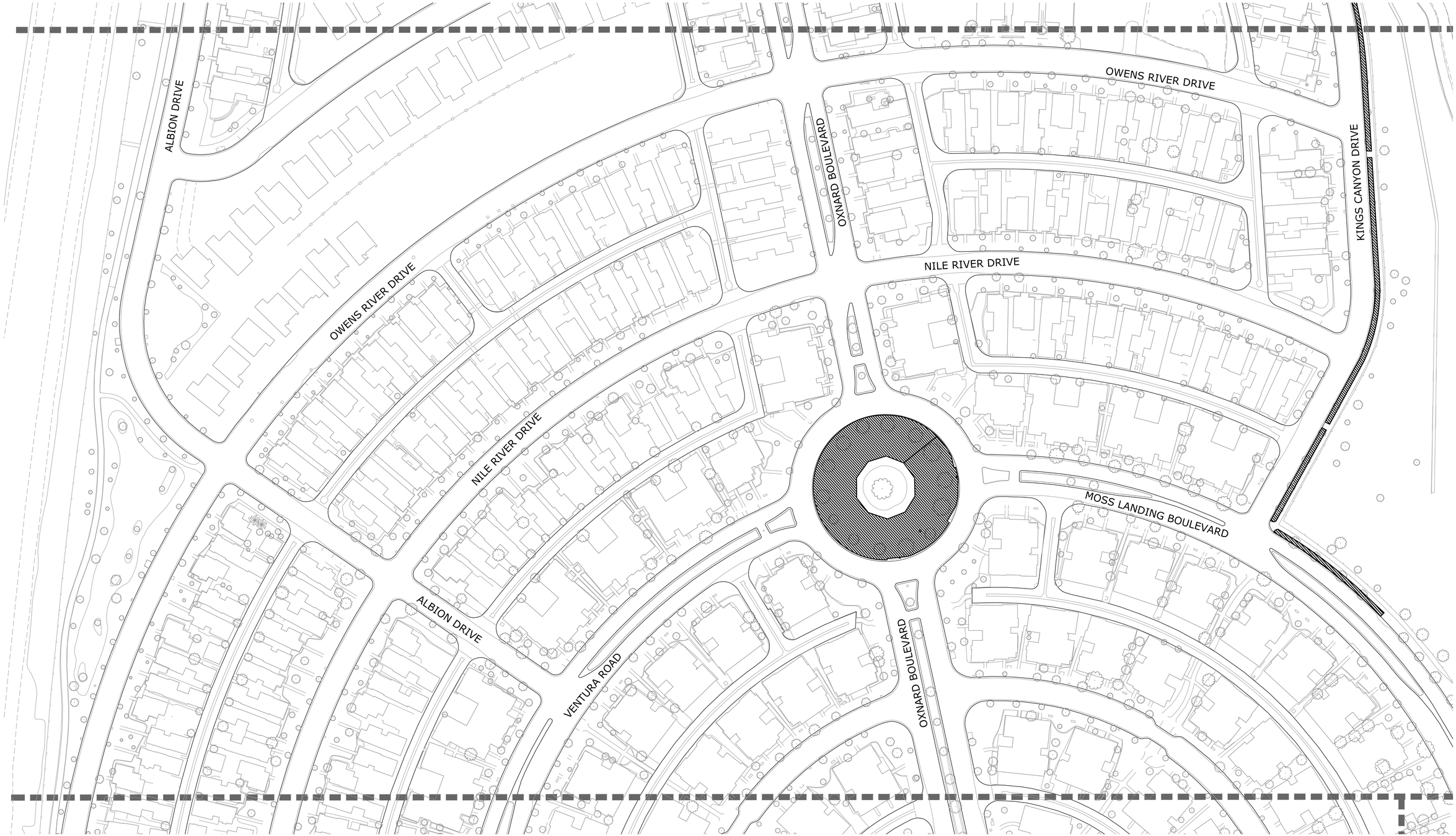
CHECKED BY: SC

DRAWING NUMBER

SAVE DATE: 9/21/2017 4:27:02 PM PLOT BY:Remith PLOT DATE:9/21/2017 4:27:46 PM

DRAWING:n:\projects\0013\0013.06-riverpark cfd\geo\cad\0013-06ex_turf.dwg

SEE SHEET 3



LEGEND	AREA (IN SQ FT.)
OTHER	30,695

SEE SHEET 5

N W E S

SCALE: 1"=60'

0 60 120 180

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PHONE: 805.322.4443 WEBSITE: WWW.ECGCIVIL.COM

SALVADOR CONTRERAS DATE: 09/12/2017
PROJECT ENGINEER
R.C.E.

W.O. 0013.06

REGISTERED PROFESSIONAL ENGINEER
SALVADOR CONTRERAS, JR.
NO 66720
CIVIL
STATE OF CALIFORNIA

REVISIONS

MARK	DATE	DESCRIPTION	BY

REVIEWED BY:

DATE

DATE

CITY OF OXNARD CALIFORNIA Development Services Department

RIVERPARK TURF

APPROVED:
City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60' VERT. N/A

SHEET NO. 4 OF 15

DRAWN BY: JG

CHECKED BY: SC

DRAWING NUMBER

SAVE DATE: 9/21/2017 4:27:02 PM PLOT BY:Rsmith PLOT DATE:9/21/2017 4:27:54 PM

DRAWING:n:\projects\0013\0013.06-riverpark cfd\geo\cad\0013-06ex_turf.dwg

615

SEE SHEET 4

OWENS RIVER DRIVE

KIAWAH RIVER DRIVE

KIAWAH RIVER DRIVE

NILE RIVER DRIVE

LISBON LANE

OXNARD BOULEVARD

CENTRAL PARK

OXNARD BOULEVARD

LONDON LANE

SEE SHEET 10

OWENS RIVER DRIVE

WINDROW PARK

FUTURE DOG PARK

GARONNE STREET

SEE SHEET 6

LEGEND		AREA (IN SQ FT.)
	PARK	358,580
	OTHER	276

N W E S

SCALE: 1"=60'

0 60 120 180

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PHONE: 805.322.4443 WEBSITE: WWW.ECGCIVIL.COM

SALVADOR CONTRERAS DATE: 09/12/2017
PROJECT ENGINEER
R.C.E.
W.O. 0013.06

REGISTERED PROFESSIONAL ENGINEER
SALVADOR CONTRERAS, JR.
NO 66720
CIVIL
STATE OF CALIFORNIA

REVISIONS

MARK	DATE	DESCRIPTION	BY

REVIEWED BY:

DATE

DATE

CITY OF OXNARD CALIFORNIA — Development Services Department

RIVERPARK TURF

APPROVED:

City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60' VERT. N/A

SHEET NO. 5 OF 15

DRAWN BY: JG

CHECKED BY: SC

DRAWING NUMBER

SAVE DATE: 9/21/2017 4:27:02 PM PLOT BY:Remith PLOT DATE:9/21/2017 4:28:02 PM

DRAWING:n:\projects\0013\0013.06—riverpark cfd\geo\cad\0013-06ex_turf.dwg

SEE SHEET 5

GREEN PARK BOULEVARD

VENTURA ROAD

OXNARD BOULEVARD

FLATHEAD REIVER STREET

FLATHEAD RIVER STREET

FOREST PARK BOULEVARD

OXNARD BOULEVARD

SERENADE APARTMENTS

SEE SHEET 7

SEE SHEET 11

LEGEND		AREA (IN SQ FT.)
	PARK	33,015
	OTHER	62,318

N W E S

SCALE: 1"=60'

0 60 120 180

ECG
Encompass Consultant Group
333 N. LANTANA ST, SUITE 287, CAMARILLO, CA 93010
PHONE: 805.322.4443 WEBSITE: WWW.ECGCIVIL.COM

SALVADOR CONTRERAS DATE: 09/12/2017
PROJECT ENGINEER
R.C.E.

W.O. 0013.06

REGISTERED PROFESSIONAL ENGINEER
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NO 66720
CIVIL
STATE OF CALIFORNIA

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CITY OF OXNARD CALIFORNIA Development Services Department

RIVERPARK TURF

APPROVED:
City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60'
VERT. N/A

SHEET NO. 6 OF 15

DRAWN BY: JG
CHECKED BY: SC

DRAWING NUMBER

SAVE DATE: 9/21/2017 4:27:02 PM PLOT BY:Ramith PLOT DATE:9/21/2017 4:28:09 PM

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SEE SHEET 6

SERENADE APARTMENTS

VENTURA ROAD

CLYDE RIVER PLACE

OXNARD BOULEVARD

VENTURA ROAD

SEE SHEET 8

LEGEND	AREA (IN SQ FT.)
OTHER	23,637

N W E S

SCALE: 1"=60'

0 60 120 180

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RIVERPARK TURF

APPROVED:
City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60' VERT. N/A
DRAWN BY: JG
CHECKED BY: SC

SHEET NO. 7 OF 15
DRAWING NUMBER

PLOT DATE:9/21/2017 4:28:15 PM
PLOT BY:Ramith
SAVE DATE: 9/21/2017 4:27:02 PM

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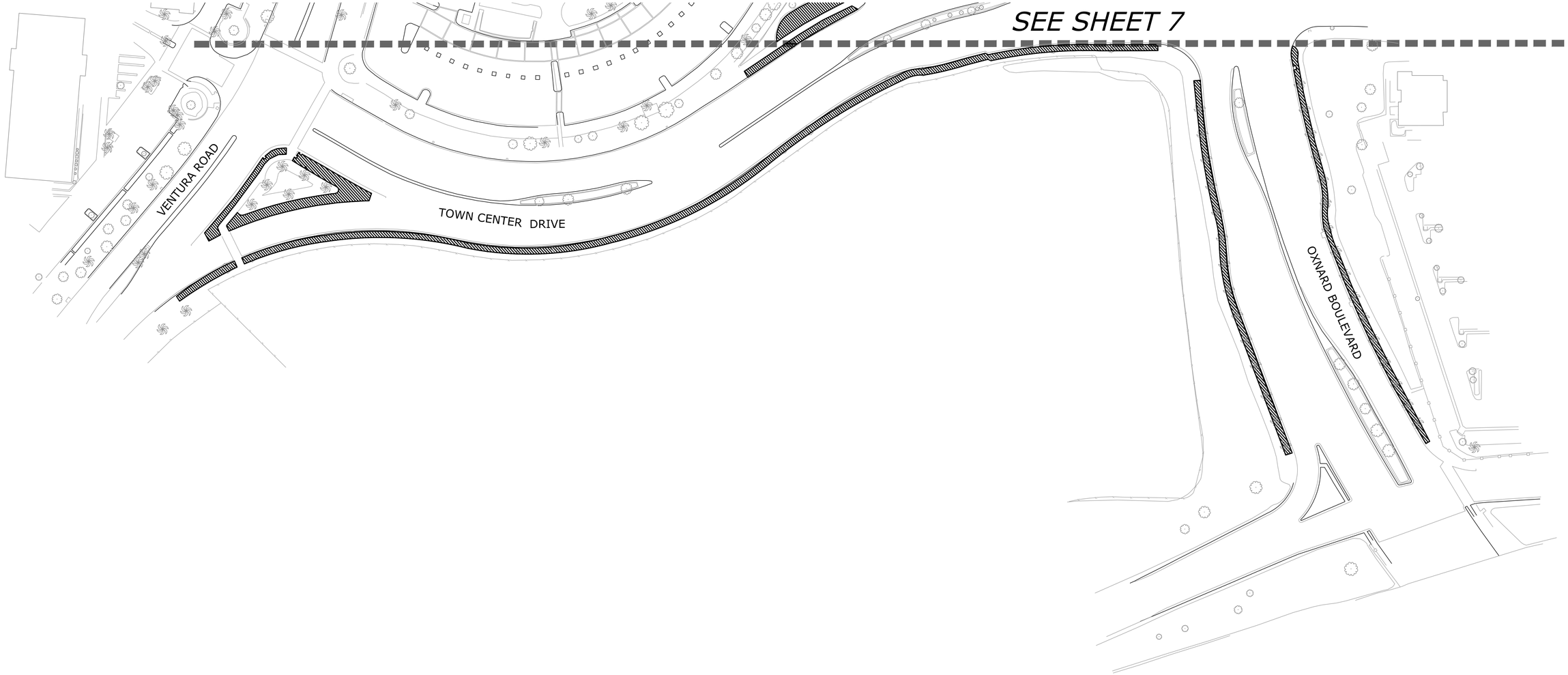

LEGEND	AREA (IN SQ FT.)
OTHER	21,994

SCALE: 1"=60'
0 60 120 180

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STATE OF CALIFORNIA

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DATE
DATE

CITY OF OXNARD CALIFORNIA Development Services Department

RIVERPARK TURF

APPROVED:
City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60' VERT. N/A
SHEET NO. 8 OF 15
DRAWN BY: JG
CHECKED BY: SC
DRAWING NUMBER

SAVE DATE: 9/21/2017 4:27:02 PM PLOT BY:Rsmith PLOT DATE:9/21/2017 4:28:21 PM

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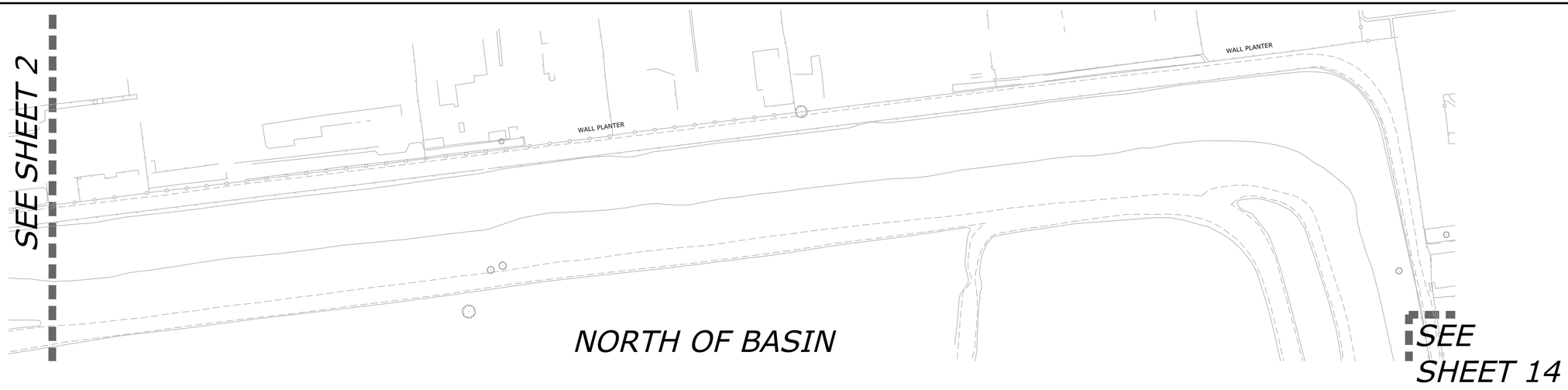

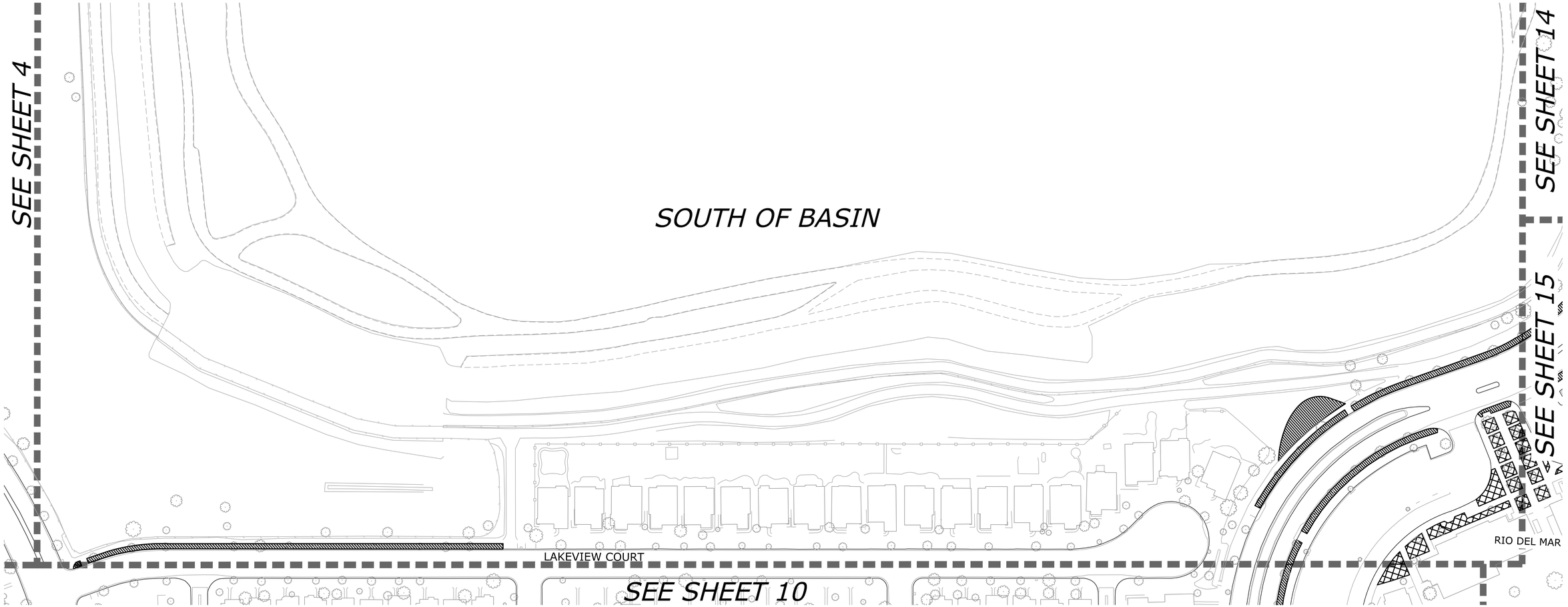

LEGEND		AREA (IN SQ FT.)
	SCHOOL	4,501
	OTHER	11,028

SCALE: 1"=60'
0 60 120 180

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SALVADOR CONTRERAS DATE: 09/12/2017
PROJECT ENGINEER
R.C.E.
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CIVIL
STATE OF CALIFORNIA

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CITY OF OXNARD CALIFORNIA Development Services Department

RIVERPARK TURF

APPROVED:
City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60' VERT. N/A

SHEET NO. 9 OF 15

DRAWN BY: JG
CHECKED BY: SC

DRAWING NUMBER

SAVE DATE: 9/21/2017 4:27:02 PM PLOT BY:Remith PLOT DATE:9/21/2017 4:28:32 PM

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620

SEE SHEET 9

LAKEVIEW COURT

RIO D

KIAWAH RIVER DRIVE

SEE SHEET 5

SEE SHEET 15

JAVA PLACE

EAST PARK

JAVA PLACE

MOSS LANDING BOULEVARD

NIMES LANE

ORLEANS DRIVE

ROJA LANE

THAMES RIVER DRIVE

RIO VISTA MIDI

INDUS PLACE

PALISADES PARK DRIVE

SHENANDOAH DRIVE

GARONNE STREET

SEE SHEET 6

SEE SHEET 11

LEGEND		AREA (IN SQ FT.)
	PARK	179,911
	SCHOOL	48,928
	OTHER	10,113

N W E S

SCALE: 1"=60'

0 60 120 180

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SALVADOR CONTRERAS DATE: 09/12/2017
PROJECT ENGINEER
R.C.E.
W.O. 0013.06

REGISTERED PROFESSIONAL ENGINEER
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STATE OF CALIFORNIA

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DATE

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CITY OF OXNARD CALIFORNIA Development Services Department

RIVERPARK TURF

APPROVED:

City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60' VERT. N/A

SHEET NO. 10 OF 15

DRAWN BY: JG

CHECKED BY: SC

DRAWING NUMBER

SAVE DATE: 9/21/2017 4:27:02 PM PLOT BY:Remith PLOT DATE:9/21/2017 4:28:38 PM

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SEE SHEET 10

SEE SHEET 15

SEE SHEET 6

SEE SHEET 12

GREEN RIVER STREET

RIVER PARK BOULEVARD

FOREST PARK BOULEVARD

MOONLIGHT PARK AVENUE

FOREST PARK BOULEVARD

DETROIT DRIVE

DANVERS RIVER STREET

LEGEND		AREA (IN SQ FT.)
	PARK	136,700
	OTHER	62,354

SCALE: 1"=60'

0 60 120 180

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SALVADOR CONTRERAS DATE: 09/12/2017
PROJECT ENGINEER
R.C.E.
W.O. 0013.06

REGISTERED PROFESSIONAL ENGINEER
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NO 66720
CIVIL
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CITY OF OXNARD CALIFORNIA
Development Services Department

RIVERPARK TURF

APPROVED:
City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60' VERT. N/A

SHEET NO. 11 OF 15

DRAWN BY: JG

CHECKED BY: SC

DRAWING NUMBER

PLOT DATE:9/21/2017 4:28:44 PM

PLOT BY:Rsmith

SAVE DATE: 9/21/2017 4:27:02 PM

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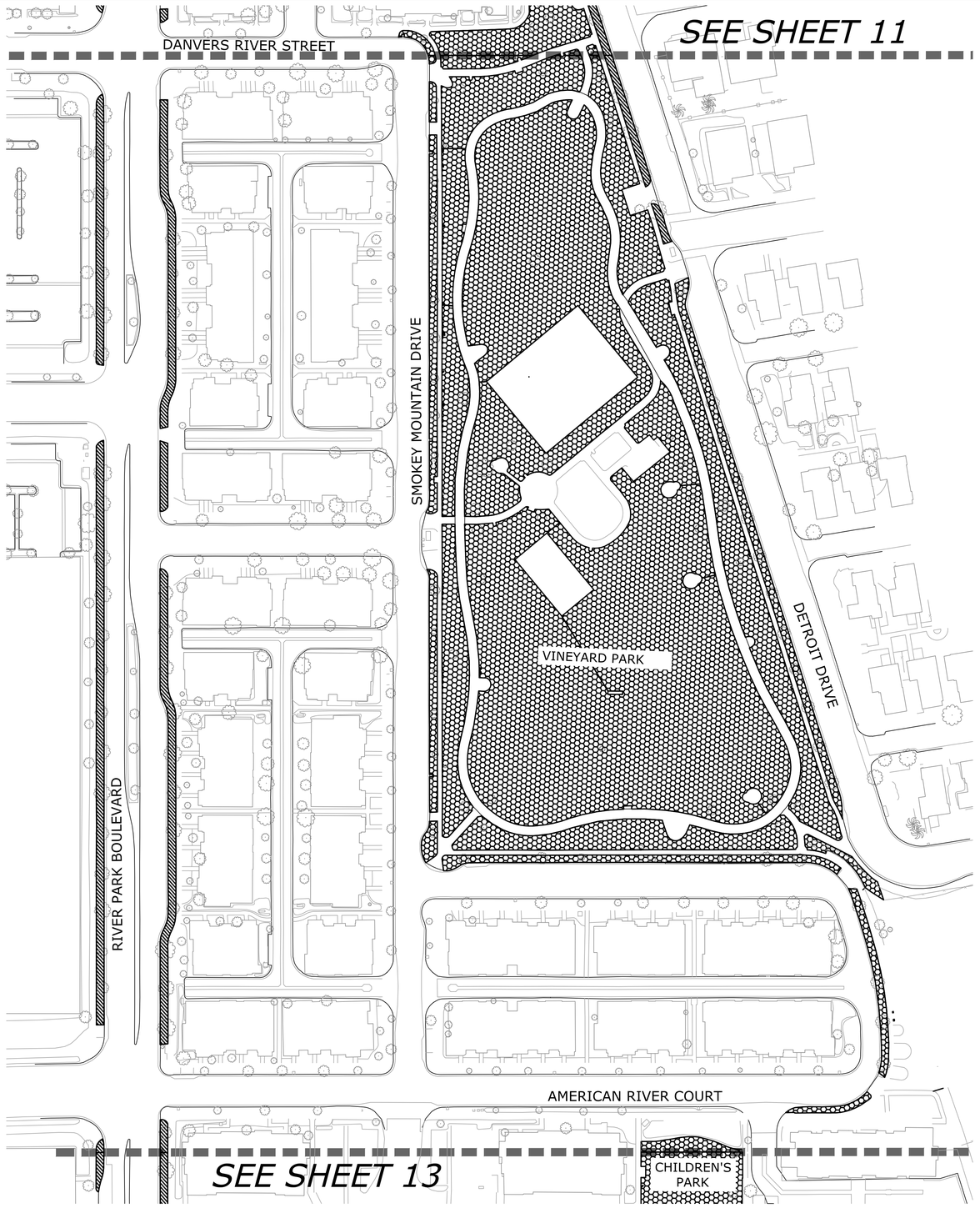

LEGEND		AREA (IN SQ FT.)
	PARK	190,520
	OTHER	15,492

SCALE: 1"=60'
0 60 120 180

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SALVADOR CONTRERAS DATE: 09/12/2017
PROJECT ENGINEER
R.C.E.
W.O. 0013.06

REGISTERED PROFESSIONAL ENGINEER
SALVADOR CONTRERAS, JR.
NO 66720
CIVIL
STATE OF CALIFORNIA

REVISIONS

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DATE
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CITY OF OXNARD CALIFORNIA Development Services Department

RIVERPARK TURF

APPROVED:
City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60' VERT. N/A

SHEET NO. 12 OF 15

DRAWN BY: JG
CHECKED BY: SC

DRAWING NUMBER

SAVE DATE: 9/21/2017 4:27:02 PM PLOT BY:Rsmith PLOT DATE:9/21/2017 4:28:49 PM

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SEE SHEET 12

CHILDREN'S PARK

RIVER PARK BOULEVARD

VENTURA FREEWAY

VINEYARD AVENUE

LEGEND		AREA (IN SQ FT.)
	PARK	6,363
	OTHER	24,253

N W E S

SCALE: 1"=60'

0 60 120 180

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SALVADOR CONTRERAS DATE: 09/12/2017
PROJECT ENGINEER
R.C.E.

W.O. 0013.06

REGISTERED PROFESSIONAL ENGINEER
SALVADOR CONTRERAS, JR.
NO 66720
CIVIL
STATE OF CALIFORNIA

REVISIONS

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DATE

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CITY OF OXNARD CALIFORNIA Development Services Department

RIVERPARK TURF

APPROVED:
City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60' VERT. N/A

SHEET NO. 13 OF 15

DRAWN BY: JG

CHECKED BY: SC

DRAWING NUMBER

SAVE DATE: 9/21/2017 4:27:02 PM PLOT BY:Remith PLOT DATE:9/21/2017 4:28:55 PM

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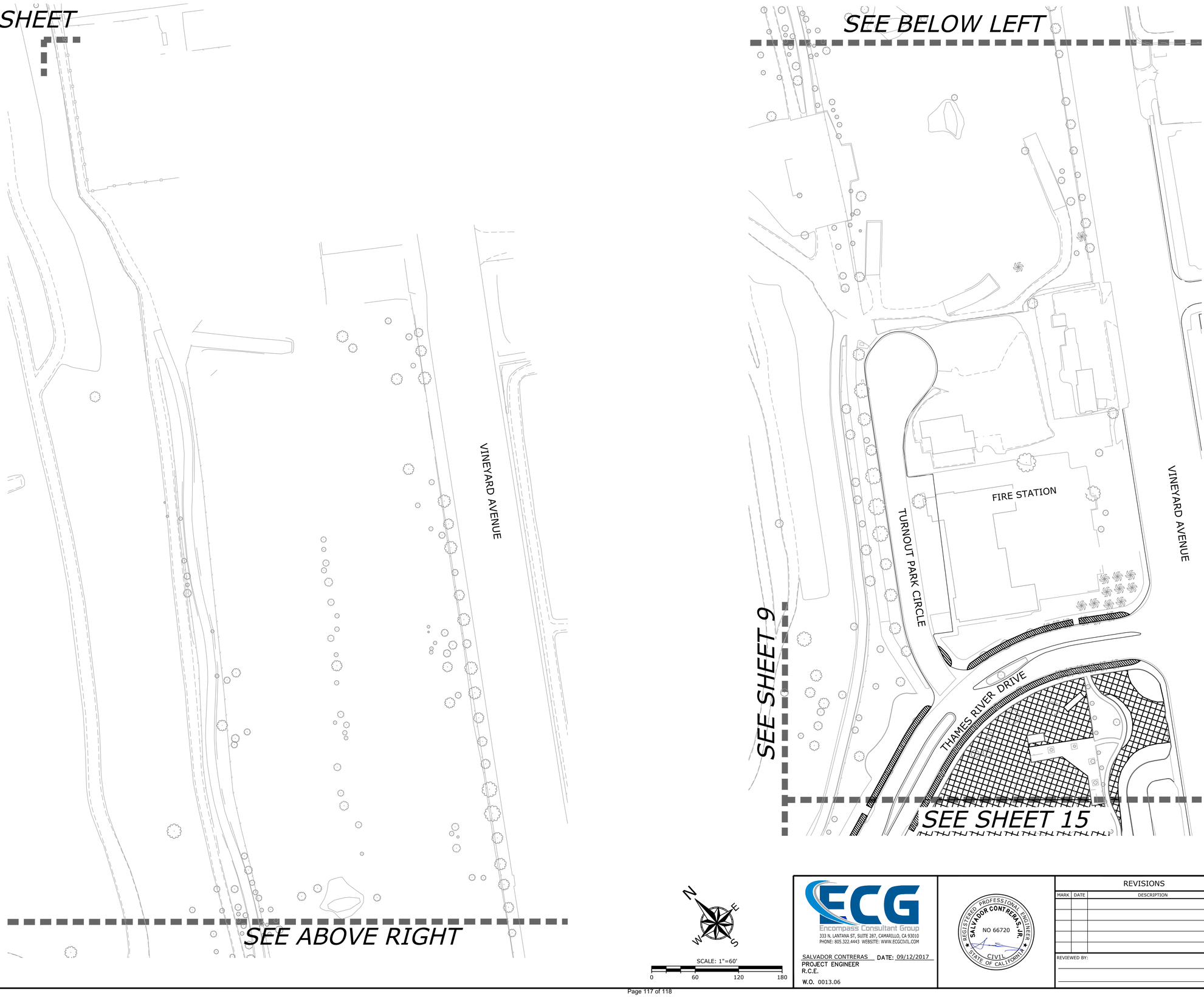

ECG
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PHONE: 805.322.4443 WEBSITE: WWW.ECGCIVIL.COM
SALVADOR CONTRERAS DATE: 09/12/2017
PROJECT ENGINEER
R.C.E.
W.O. 0013.06

REGISTERED PROFESSIONAL ENGINEER
SALVADOR CONTRERAS, JR.
NO 66720
CIVIL
STATE OF CALIFORNIA

REVISIONS

MARK	DATE	DESCRIPTION	BY

REVIEWED BY:
DATE
DATE

CITY OF OXNARD CALIFORNIA
Development Services Department

RIVERPARK

APPROVED:
City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60'
VERT. N/A

SHEET NO. 14 OF 15

DRAWN BY: JG
CHECKED BY: SC

DRAWING NUMBER

SAVE DATE: 9/21/2017 4:27:02 PM PLOT BY:Rsmith PLOT DATE:9/21/2017 4:29:04 PM

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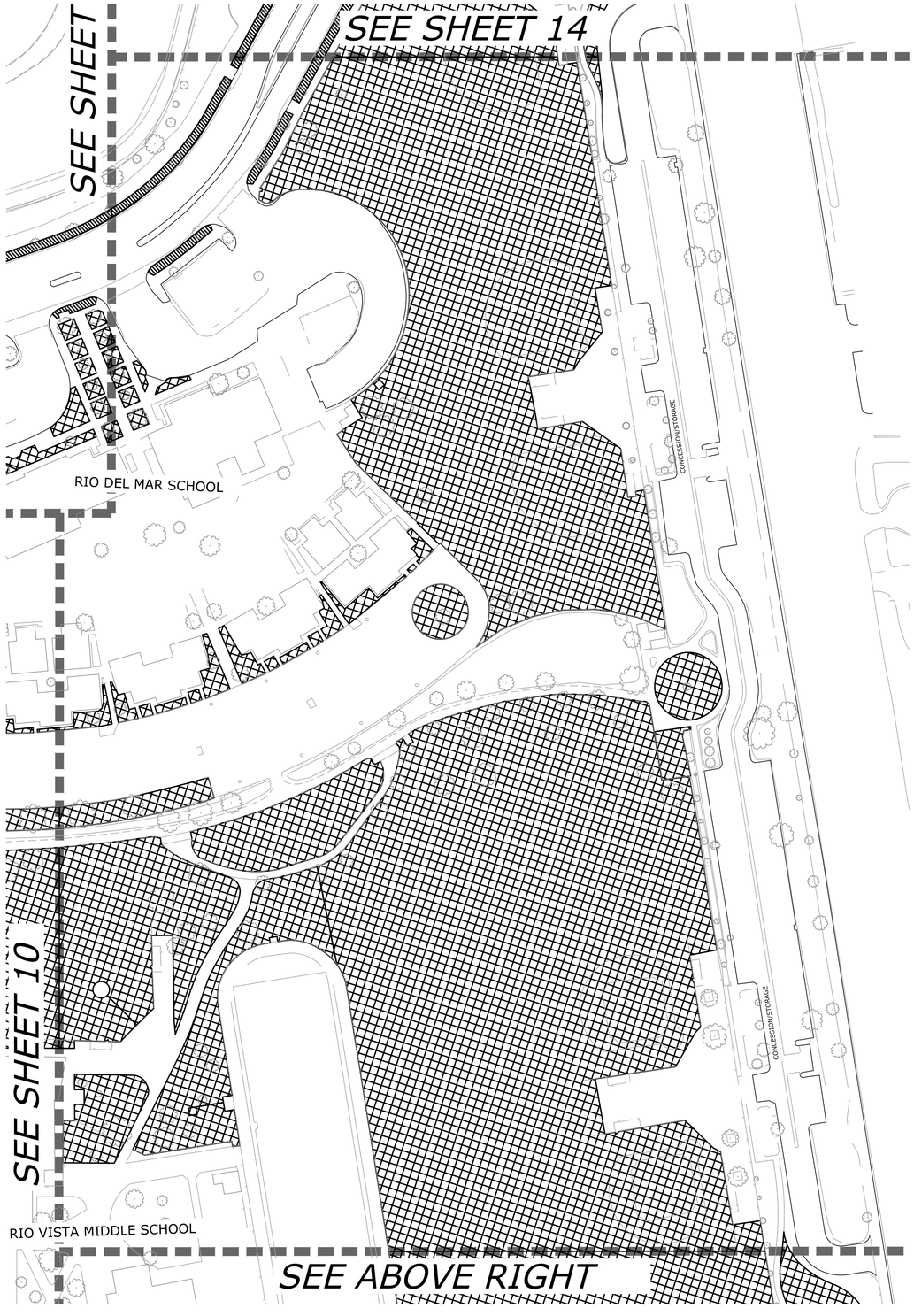

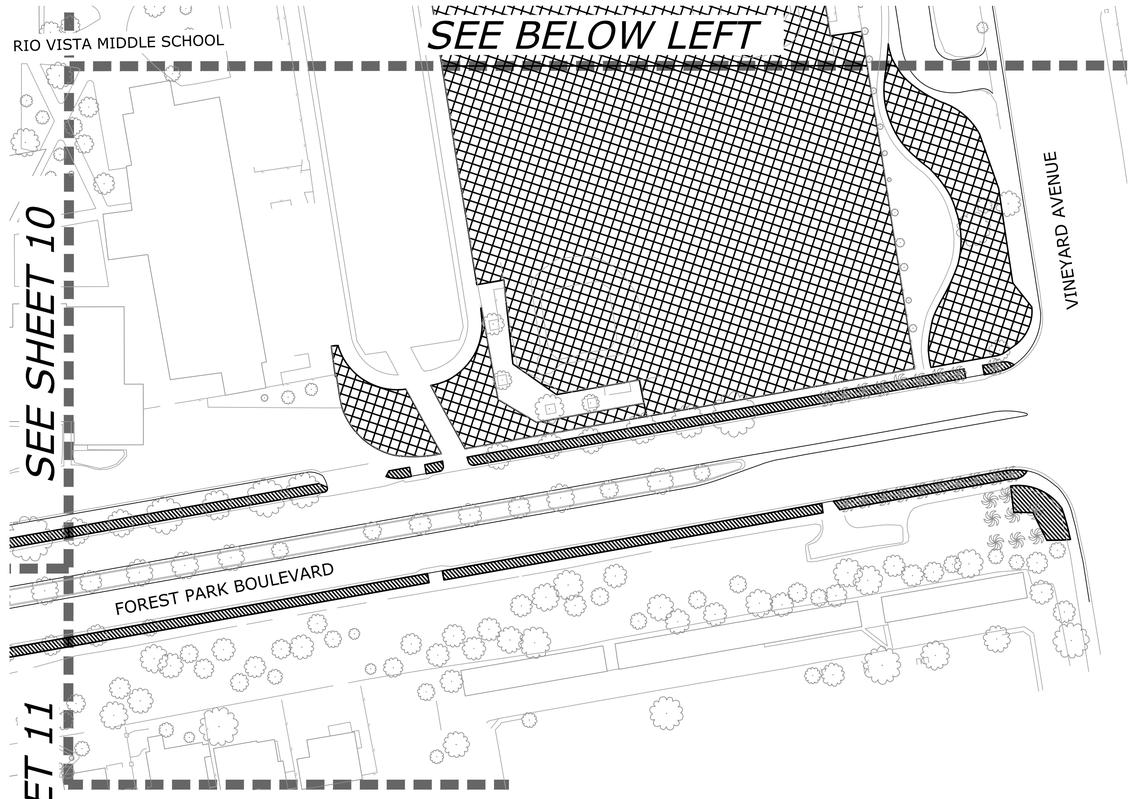

LEGEND		AREA (IN SQ FT.)
	SCHOOL	460,141
	OTHER	15,593

SCALE: 1"=60'
0 60 120 180

Encompass Consultant Group
333 N. LANTANA ST, SUITE 287, CAMARILLO, CA 93010
PHONE: 805.322.4443 WEBSITE: WWW.ECGCIVIL.COM

SALVADOR CONTRERAS DATE: 09/12/2017
PROJECT ENGINEER
R.C.E.
W.O. 0013.06

REGISTERED PROFESSIONAL ENGINEER
SALVADOR CONTRERAS, JR.
NO 66720
CIVIL
STATE OF CALIFORNIA

REVISIONS

MARK	DATE	DESCRIPTION	BY

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DATE
DATE

CITY OF OXNARD CALIFORNIA
Development Services Department

RIVERPARK TURF

APPROVED:
City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60' VERT. N/A
SHEET NO. 15 OF 15
DRAWN BY: JG
CHECKED BY: SC
DRAWING NUMBER

SAVE DATE: 9/21/2017 4:27:02 PM PLOT BY:Ramith PLOT DATE:9/21/2017 4:29:14 PM

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626

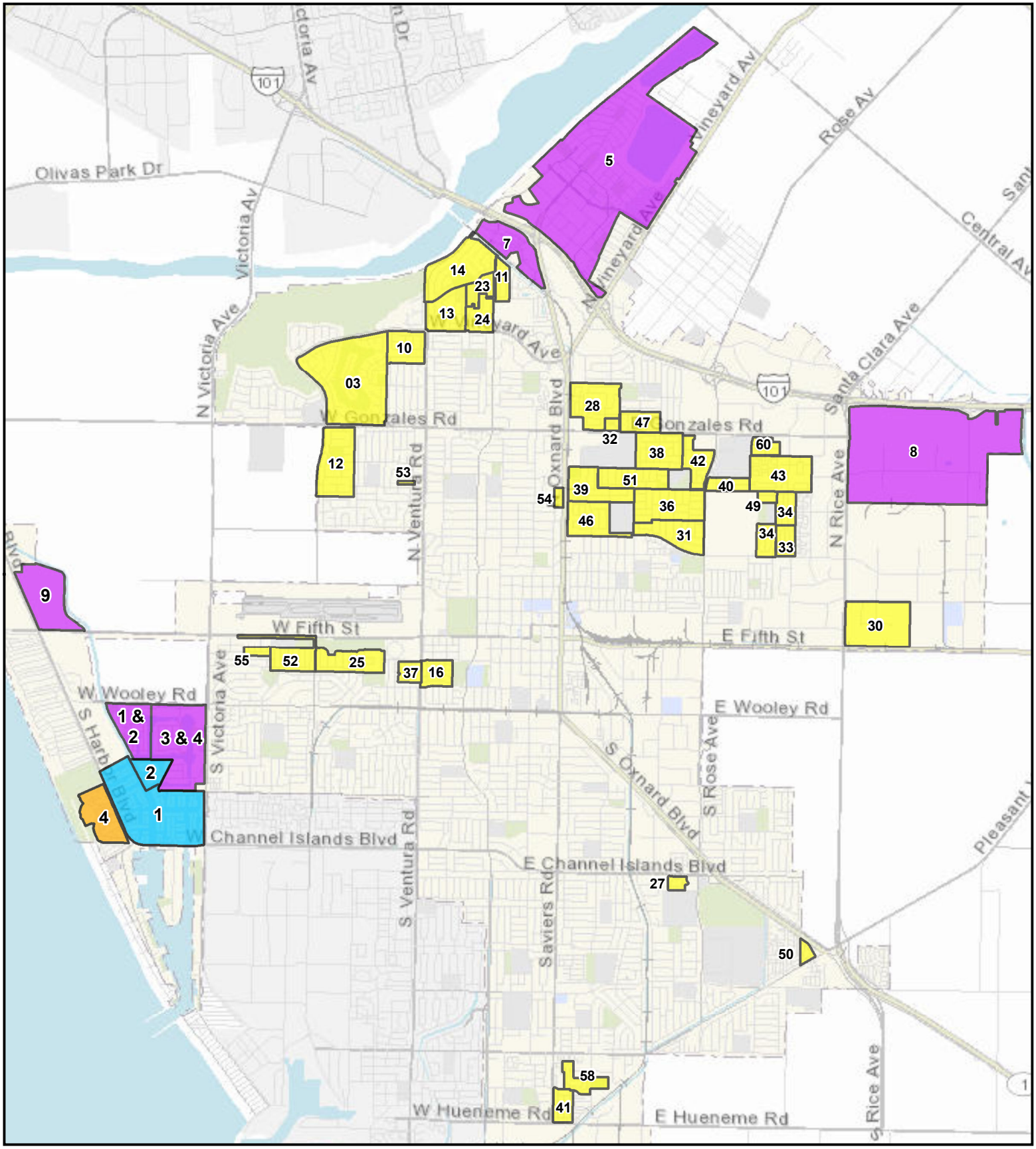
ALL BLANK Fields Must Be Completed EXCEPT for TOTAL Fields								
Service Item	**Unit of Bid**	**Frequency of Service**	**Service Level**					**Notes / Instructions to Bidders**
			A	**B**	**C**	**D**	**F**	
Turf Maintenance								
Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	$ 1,723.67					Costs are expected to be provided per service rendered, for example, if mowing once per quarter, cost per service may be reasonably higher than the daily rate due to the expected intensity of the work to be done. However, if services rendered are the same without regard to their frequency, then the same cost per service may be appropriate.
		Every 2 Weeks		$ 3,447.34				
		Every Third Week			$ 5,272.40			
		Monthly				$ 7,469.23		
		Quarterly					$ 22,407.70	
Aerate	Cost ($) / Service Visit	3x Per Year	$ 19,917.95					
		Annually		$ 59,753.85	$ 44,815.39	$ 38,840.00		
Dethatch	Cost ($) / Service Visit	Annually	$ 59,753.85	$ 44,815.39	$ 38,840.00			
Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	$ 7,469.23					
		Annually		$ 14,938.46	$ 11,203.85			
Fertilization								
Turf	Cost ($) / Service Visit	Quarterly	$ 14,938.46					No notes / additional instructions
		Bi-Annually		$ 29,876.93				
		Annually			$ 59,753.85	$ 44,815.39		
Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	$ 3,112.18					
		Quarterly		$ 9,336.54				
		Bi-Annually			$ 18,673.08			
		Annually				$ 28,009.62		
Trash and Debris Removal								
Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All sevices listed in sections 4000-1 and 4000-2))	Cost ($) / Service Visit	Daily	$ 343.41					All services listed within the scope regarding trash and debris removal are to be amortized using the listed frequency of service. For example, service level A includes specific tasks to be performed on specific days throughout the year. The additional costs of these tasks are to be included within the daily price of keeping the service area clean throughout the year. For service levels B through D these tasks will be required to be performed only once per week as detailed in section 4000-1 and 4000-2.
		Weekly		$ 1,723.67	$ 1,292.75	$ 1,120.39		
Graffiti								
Inspect and Remove	Cost ($) / Service Visit	Daily	$ 143.09					No notes / additional instructions
		Weekly		$ 718.20				
		Every Two Weeks			$ 1,436.39			
		Monthly				$ 2,334.14		
Pest Control								
Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 1,800.00	$ 1,800.00	$ 1,800.00	$ 1,800.00		Costs provided here should be for the expected general cost of maintaining an area of this size and scope on a per treatment basis. An example may be the annual pest control cost of a similarly sized area the vendor services divided by the total number of applications required to control the area, which would yield a per application average cost.
Weed Control								
Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 343.41					Costs are expected to be provided per service rendered, for example, if controlling weeds only once per quarter, cost per service may be reasonably higher than the daily rate due to the expected amount and intensity of work to be done.
		Every 2 Weeks		$ 3,447.34				
		Every Third Week			$ 5,272.40			
		Monthly				$ 7,469.23		
		Quarterly					$ 22,407.70	
Irrigation								
Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 343.41					Costs are expected to be provided per service rendered, for example, if irrigation is only inspected and adjusted or repaired once per quarter, costs may higher per service due to the amount of work required during that service visit than it would be if these services were performed daily.
		Every 2 Weeks		$ 3,447.34				
		Every Third Week			$ 5,272.40			
		Quarterly				$ 22,407.70		
Pruning and Trimming								
Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 1,149.11					Costs are expected to be provided per service rendered, for example, if pruning once per quarter, cost per service may be reasonably higher than the daily rate due to the expected intensity of the work to be done. However, if services rendered are the same without regard to their frequency such as for hazards and encroachment, then a single per service may be appropriate.
		Monthly		$ 4,979.49	$ 3,734.62			
		Quarterly				$ 11,203.85		
		Semi-Annually					$ 22,407.69	
Trees	Cost ($) / Service Visit	Monthly	$ 3,112.18					
		Quarterly		$ 9,336.54				
		Encroahments & Hazards Only			$ 1,000.00	$ 1,000.00		
		TOTAL						$ 2,911,272.10

Additional / Irregular Services			Notes/Instructions to Bidders
Service Item	**Unit of Bid**	**Bid**	

Soil Testing				
Soil Test per Site	Cost ($) / Service Visit	$	300.00	No notes / additional instructions
Fencing				
Pressure Wash (annually)	Cost ($) / Service Visit	$	19,917.95	This price should be reflective of a one time service to pressure wash all District fencing.
Detention Basin Maintenance				
Inspection (Section 4000-12-2)	Cost ($) / Service Visit	$	250.00	No notes / additional instructions
Monthly Maintenance (Section 4000-12-3-1)	Cost ($) / Service Visit	$	4,149.57	No notes / additional instructions
Quarterly Maintenance (Section 4000-12-3-2)	Cost ($) / Service Visit	$	6,224.36	No notes / additional instructions
Bi-Annual Maintenance (Section 4000-12-3-3)	Cost ($) / Service Visit	$	12,448.72	No notes / additional instructions
Dog Park Maintenance				
Weekly Maintenance (Section 4000-15-1)	Cost ($) / Service Visit	$	1,101.23	No notes / additional instructions
Quarterly Maintenance (Section 4000-15-2)	Cost ($) / Service Visit	$	7,469.23	No notes / additional instructions
Bi-Annual Maintenance (Section 4000-15-3)	Cost ($) / Service Visit	$	14,938.47	No notes / additional instructions
Reports				
Tree and Plant Health Inspection Report	Per Report	$	250.00	No notes / additional instructions
General Inspection Report	Per Report	$	250.00	No notes / additional instructions
Irrigation Report	Per Report	$	250.00	No notes / additional instructions
Supplemental Labor				
Laborer	Hourly Rate	$	50.00	No notes / additional instructions
Irrigation Tech	Hourly Rate	$	60.00	No notes / additional instructions
Crew Lead	Hourly Rate	$	70.00	No notes / additional instructions
	TOTAL	$	67,729.53	

TOTAL **$ 2,979,001.63**

CITY OF OXNARD SPECIAL DISTRICTS



Maintenance Assessment District (District No.)

Community Facilities District (District No.)

Waterway Assessment District (Zone No.)

Landscape Maintenance District (District No.)

Created by:
CITY OF OXNARD
Geographic Information Systems Division
March 2023

3,000 0 3,000 6,000 Feet

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N W E S

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

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/ 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

Agreement 32400239 with SGD Enterprises dba Four Seasons Landscaping for Landscape Maintenance Services within Community Facilities District No. 5.

Public Works & Transportation Committee, October 24, 2023
City Council, November 7, 2023

Anthony Miller
Special Districts Project Manager

CITY OF OXNARD CALIFORNIA

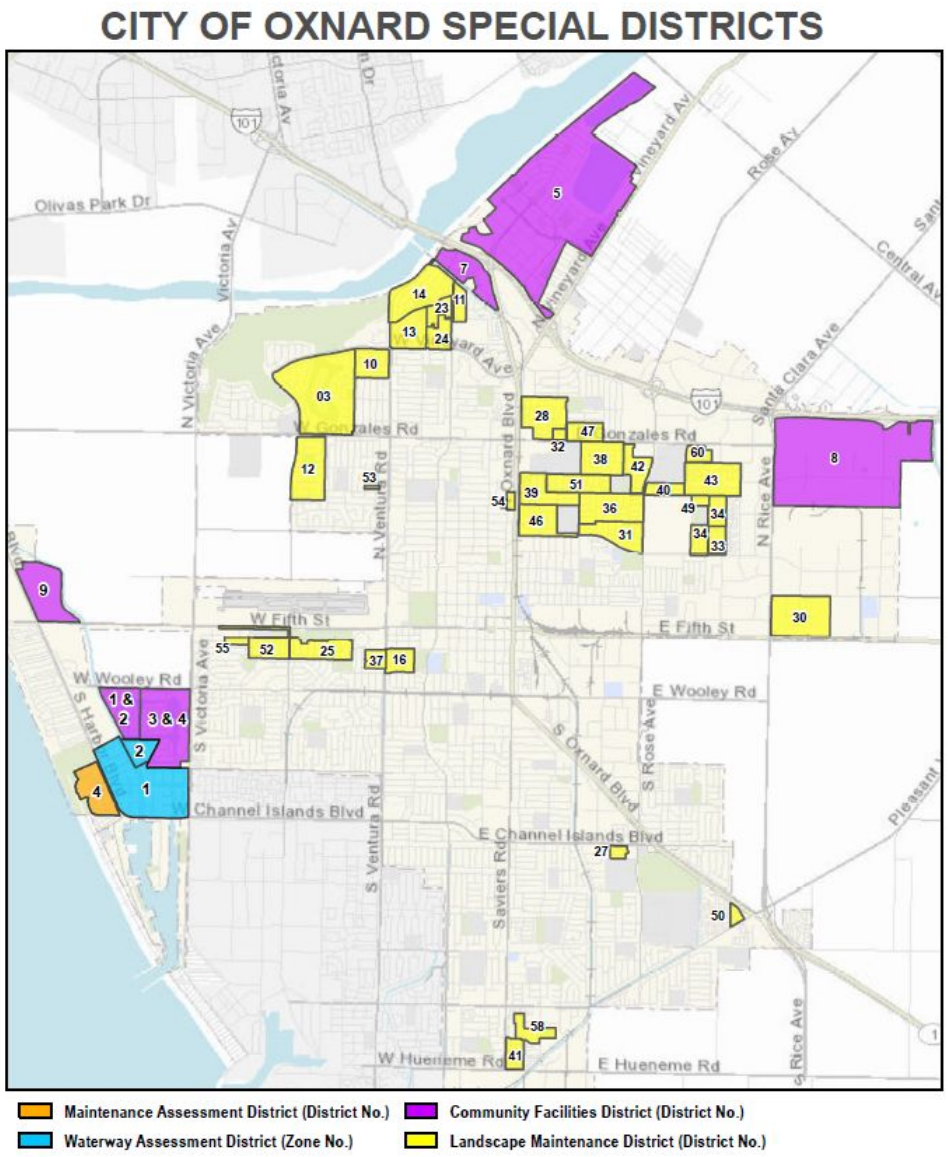
RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute the Agreement with SGD Enterprises dba Four Seasons Landscaping for landscape maintenance services within Community Facilities District No. 5 in the amount not to exceed $6,545,000.00 for the maximum five year and two month term of the Agreement. The initial agreement term will be fourteen months, ending December 31, 2024. After the initial term, the Agreement may be extended for four additional one year terms, with a fully extended final term ending on December 31, 2028.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute the Agreement with SGD Enterprises dba Four Seasons Landscaping for landscape maintenance services within Community Facilities District No. 5 in the amount not to exceed $6,545,000.00 for the maximum five year and two month term of the Agreement. The initial agreement term will be fourteen months, ending December 31, 2024. After the initial term, the Agreement may be extended for four additional one year terms, with a fully extended final term ending on December 31, 2028.

MAP OF SPECIAL DISTRICTS IN THE CITY OF OXNARD



More information can be found at:

oxnard.org/city-department/finance/special-assessment-districts/

BACKGROUND

- The Special Districts Division of the Public Works Department is responsible for the maintenance, operation, and administration of the City's 50 Special Districts, including Community Facilities District No. 5 ("CFD-5" or "Riverpark").

- Each of these Special Districts have specific individual authorized services and improvements, including but not limited to; park landscapes, open spaces, parkways, medians, other public improvements, and recreation and park amenities such as picnic shelters, restrooms, arbors, and fountains.

BACKGROUND

- Properties within these Districts are charged an annual parcel charge for the purposes of maintaining these and other authorized services and improvements.

- Properties within each District are assessed in an annual parcel assessment for the purposes of maintaining these and other authorized services and improvements within their District.

- Since 2019, Garcia's Landscape Maintenance Inc. has provided the landscape maintenance services for CFD-5.

DISCUSSION

- Riverpark was established in 2005 with the approval of the property owners to pay for the cost and expense of providing the public services within the Riverpark development, which includes, but is not limited to the following (per Formation Documents):
  - Maintenance of parks, parkways, and open space.
  - Recreation program services, library services, maintenance services for elementary and secondary school sites and structures, and the operation and maintenance of museums and cultural facilities.
  - Flood and storm protection services.
  - Costs incurred in establishing the district and creating the levy of the special tax, financial adviser fees and expenses, appraisal and price point study costs, maintenance reserves, and district counsel fees and expenses.

DISCUSSION

- Ongoing administrative fees of the district, the City and any trustee, fiscal agent or financial administrator related to the district.
- Reimbursement of costs related to the formation of the district advanced by the City, any landowner in the district, or any party related to any of the foregoing, as well as reimbursement of any costs advanced by the City, any landowner in the district or any party related to any of the foregoing, for services, fees or other purposes or costs of the district.
- Police protection services.
- Local park, recreation, parkway, and open-space facilities.

- CFD-5 is the largest CFD the Division manages at 702 acres and is directly managed by a Project Manager and two (2) Landscape Maintenance Inspectors, who perform direct maintenance and monitor various contractors.

DISCUSSION

- This Landscape Maintenance Agreement will provide services at the frequency and service level that is specified in the Agreement. The services include trash pickup, mowing, weeding, maintenance of all plant material and ground cover, application of fertilizer, pesticides, and herbicides, removal of graffiti, and servicing park improvements.

- The ballfields that are located at Rio Vista Middle School and Rio Del Mar Elementary are part of CFD-5 but they are maintained under a separate agreement.

DISCUSSION

- The landscape contractor is to furnish all labor, materials, supplies, and equipment to complete the work as required by this Agreement.

- Currently, CFD-5 is maintained at Service Level “A” and is expected to remain at this level unless there are funding restrictions or community requests to change the level of service.

- In order to maintain the selected levels of service and ensure quality performance by the contractor, Special Districts staff will meet with the contractor on a monthly basis to review their performance.

DISCUSSION

- Any failures to provide services that are not addressed in a timely and professional manner, will result in a penalty for each occurance against the contractor's monthly invoice.

- The Purchasing Department released a Request for Bid (RFB) PW24-23 for Landscape Maintenance - Community Facility District (CFD) 5 Riverpark on August 29, 2023, with a bid due date of September 20, 2023.

- The RFB received a total of three (3) bids from the following contractors: SGD Enterprises dbBa Four Seasons Landscaping, Mariposa Landscapes Inc., and Garcia's Landscaping Maintenance Inc.

DISCUSSION

- Each bid was evaluated based on the total cost of service for all services levels (aggregate) on an annual basis. The "As Needed/As Required" and the "Additional/Irregular Services" prices were included as a one time expense. These prices were compiled into a total bid price, which was then used to determine the lowest bidder.

- Therefore, the actual annual cost of the lowest bid will be less than the aggregate total. The aggregate bids totals received are as follows:
  - SGD Enterprises $2,979,001.63
  - Mariposa Landscapes Inc. $4,207,717.59
  - Garcia's Landscape Maintenance Inc. $6,841,408.00

DISCUSSION

- After initial review, staff identified challenges in comparing the bids and the three (3) companies were issued a Request for Clarification ("RFC") and an updated rate sheet to utilize with a due date of September 26, 2023.

- An additional review was conducted with a determination of SGD Enterprises dba Four Seasons Landscaping to be the lowest, responsive bidder pursuant to the process outlined in the Oxnard Municipal Code.

DISCUSSION

- Staff has confirmed that SGD Enterprises dba Four Seasons Landscaping meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State

- Based upon the available information and research performed to date, staff believes that the contractor is capable of satisfactorily providing the necessary services.

FINANCIAL IMPACT

- The total cost of this Agreement, if extended to its maximum allowable term of 5 years and 2 months, shall not exceed $6,545,000.00.

- Increases to the Contract price may be requested by the Contractor and cannot exceed a 3% increase year over year. Any increase requested must be substantiated with supporting documentation such as increases in materials pricing, CPI increases, or other cost increases.

FINANCIAL IMPACT

- The City reserves the right to request a price reductions. Any change in pricing must be requested in writing and must be agreed to by both City and Contractor prior to the changes taking effect.

- Prices may be adjusted per the language in the Agreement on an annual basis after the initial 14 month term.

FINANCIAL IMPACT

- The estimated spending plan for Fiscal Year 2023-24 is $770,000.00 commencing November 9, 2023.

- Sufficient funds are included in the Adopted FY 2023-24 Operating Budget and subsequent fiscal years will be requested through the annual budget process.

- This Agreement will be funded in its entirety from the CFD-5 Professional Services account, 60503801-53200.

CITY OF OXNARD CALIFORNIA

QUESTIONS

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.7

DATE: November 7, 2023

TO: City Council

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

SUBJECT: Agreement 32400240 with Mariposa Landscapes, Inc. for Landscape Maintenance Services for 37 Landscape Maintenance Districts and 1 Maintenance Assessment District within the City of Oxnard. (15 minutes)

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute the Agreement for up to five years with Mariposa Landscapes Inc for landscape maintenance services within the City's 37 Landscape Maintenance Districts and 1 Maintenance Assessment District in the amount not to exceed $9,000,000 that includes all possible extensions for the maximum 5 year term ending December 31, 2028.

(Public Works and Transportation Committee approved 3-0)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/BfCKCgdP6TQ

BACKGROUND

The Special Districts Division of the Public Works Department is responsible for the maintenance, operation, and administration of the City's 50 Special Districts, including 37 Landscape Maintenance Districts ("LMDs") and one (1) Maintenance Assessment District ("MAD-4"). The LMDs were formed under the Landscaping and Lighting Act of 1972 (Streets & Highways Code Section 22500 et seq.) to help fund the ongoing maintenance of various public improvements within new developments. The MAD-4 was formed pursuant to the Improvement Act of 1911 in order to recover the costs of the City's maintenance of the 36-acre beach area, in addition to the landscaping within the public rights-of-way in Tract No. 2923.

Each of these Special Districts have specific individual authorized services and improvements, including but not limited to: park landscapes, open spaces, parkways, medians, other public improvements, and recreation and park amenities such as picnic shelters, restrooms, arbors, and fountains. Properties within each District are assessed in an annual parcel assessment for the purposes of maintaining these and other authorized services and improvements within their District.

As required by the governance of LMDs, only special benefit, and not general benefit, can be assessed to the applicable property owners, as evaluated in the Annual Engineer's Report. The amount of general benefit that is provided from the District's maintenance activities cannot be funded by the property owners' assessments and is therefore funded by a non-assessment funding source, such as the General Fund. Both the special benefit and the general benefit amounts change annually based on each individual District's requirements and budget as evaluated in the Annual Engineers Report.

A Project Manager and two Landscape Maintenance Inspectors manage the landscape maintenance agreements for all of the City's 37 LMDs and 1 MAD to provide the essential landscape maintenance services to these communities. Since 2019, Garcia's Landscape Maintenance Inc. has provided the landscape maintenance services for these areas.

DISCUSSION

This Agreement will provide the landscape maintenance services within each of the 37 LMDs and 1 MAD at the frequency that is specified in each district's level of service. These services may include; trash pickup, mowing, weeding, maintenance of all plant material and ground cover, application of fertilizer, pesticides, and herbicides, removal of graffiti, and the servicing of park improvements. Each district's service level, frequency, and cost is determined independently of the other districts based on each district's areas of service, the amount of authorized improvements within the district, and number of parcels being assessed within the district. Additionally, based on each district's available funds and needs, it may be possible for certain tasks to be provided at different service levels within each district to maximize the available funds. For example, a district may have turf areas that the residents desire to have mowed every two weeks (service level "B") but choose to trim the bushes only quarterly (service level "D").

The landscape maintenance contractor is to furnish all labor, materials, supplies, and equipment to complete the work as required by this Agreement. In addition, the contractor is to provide the services within this Agreement at the frequency that is identified within the Agreement Service Levels. Currently, there are nineteen (19) LMDs at service level "A", six (6) LMDs at service level "B", one (1) LMD at service level "C", one (1) LMD at service level "D", and ten (10) LMDs and the MAD at service level "F".

Level of Service	# of Districts Receiving LOS
A	19
B	6
C	1
D	1
F	11
TOTAL	**38**

For the remainder of Fiscal Year 2023-24, the service levels for each district are anticipated to remain the same, but may be adjusted to different levels based on available funds and requests of the residents. Specifically, because the proposed contract rates are higher for some of the districts than the previous contract rates, the next budget cycle will need to include discussions with property owners about their desire to maintain their current level of service with a corresponding increase in their assessment (under the maximum allowable assessment) or to reduce the level of service. Additionally, there are some districts currently at a service level F that may not have the ability to pay for level F services within their current maximum allowable assessment. These districts may need to contemplate a Prop 218 process or other options to maintain their improvements.

In order to maintain the selected levels of service and ensure quality performance by the contractor, Special Districts staff will meet with the contractor on a monthly basis to review their performance. Any failures to provide services that are not addressed in a timely and professional manner, will result in a penalty for each occurrence against the contractor's monthly invoice.

The City's Purchasing Department released a Request for Bid (RFB) PW24-24 for Landscape Maintenance - Landscape Maintenance Districts on August 29, 2023, with a bid due date of September 20, 2023. The RFB PW24-24 received a total of four (4) bids from the following contractors: Mariposa Landscapes, Inc., Four Seasons Landscaping, Garcia's Landscape Maintenance Inc., and JAS Landscape, LLC. Each bid was evaluated based on the total cost for all services levels (aggregate) on an annual basis. The "As Needed/As Required" and the "Additional/Irregular Services" prices were included as one time expenses on an annual basis. These prices were then compiled into a total bid price to determine the lowest bidder. Therefore, the actual annual cost of the lowest bid will be less than the aggregate total. The aggregate bids totals received are as follows:

Vendor	Total Bid Price (Aggregate)
Mariposa Landscapes Inc.	$4,207,367.68
SGD dba Four Seasons Landscaping	$4,745,946.14
Garcia's Landscape Maintenance Inc.	$19,531,318.00
JAS Landscaping	$51,930,188.85

These bids were reviewed by the Purchasing Department (Purchasing Manager) and Special Districts Division (Special Districts Manager, Project Manager - Administration) and Public Works Administration (Administrative Services Analyst, Senior). After initial review, staff identified challenges in comparing the bids and the four (4) vendors were issued a Request for Clarification ("RFC") and an updated rate sheet to utilize with a due date of September 26, 2023. After receiving the RFCs, an additional review was conducted with a determination of Mariposa Landscapes Inc.as the lowest, responsive bidder pursuant to the process outlined in the Oxnard Municipal Code. Staff has confirmed that Mariposa Landscapes Inc. meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State. Based upon the available information and research performed to date, staff believes that the vendor is capable of satisfactorily providing the necessary services.

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 of this Agreement shall not exceed $9,000,000 for the maximum allowable term of 5 years. Price increases and decreases are allowed under this Agreement. Increases to the Contract price may be requested by the Contractor and cannot exceed a 3% increase year over year. Any increase requested must be substantiated with supporting documentation such as documented increases in pricing, CPI increases, or other cost increases which directly apply to the services rendered under this contract. If substantial price decreases are observed, the City reserves the right to request a reduction. Any change in pricing must be requested in writing and must be agreed to by both City and Contractor prior to the changes taking effect. The estimated spending plan across all 37 LMDs and 1 MAD in Fiscal Year 2023-24 is approximately $616,189 commencing January 1, 2024. Sufficient funding is available in the Adopted FY 2023-24 operating budgets for each district. The funding for the subsequent fiscal years will be requested through the annual budget process, including any general benefit contributions. This Agreement will be funded in its entirety from the Professional Services account of each respective district.

Estimated Spending Plan for All Districts							
Services	**FY 23-24 (6 months)**	**FY 24-25**	**FY 25-26**	**FY 26-27**	**FY 27-28**	**FY 28-29 (6 months)**	**Total**
Service Level	$625,000	$1,300,000	$1,350,000	$1,425,000	$1,500,000	$775,000	$6,975,000
Irregular Services	$150,000	$300,000	$325,000	$345,000	$350,000	$200,000	$1,670,000
Contingency	$35,000	$65,000	$68,000	$72,000	$75,000	$40,000	$355,000
Total	**$810,000**	**$1,665,000**	**$1,743,000**	**$1,842,000**	**$1,925,000**	**$1,015,000**	**$9,000,000**

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on October 24, 2023 to approve the staff recommendation and to forward the item for Council approval.

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

ATTACHMENTS

1. 32400240 Landscape Maintenance LMD_MAD TSA
2. Mariposa Bid Rate Sheet PW24-24
3. City of Oxnard Special Districts Map
4. City of Oxnard Special Districts List
5. City of Oxnard Maintenance Service Level Document
6. Presentation

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT BETWEEN THE CITY OF OXNARD AND MARIPOSA LANDSCAPES, INC.

By This Landscape Maintenance & Service Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of Mariposa Landscapes, Inc. ("SERVICE PROVIDER"), and SERVICE PROVIDER agrees to perform the services for CITY as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. CITY and SERVICE PROVIDER may be individually referred to as "Party" or collectively as the "Parties."

1. SUMMARY DESCRIPTION OF SERVICES.

This Agreement is for landscape maintenance and services for Citywide Landscape Maintenance (LMD) and Maintenance Assessment Districts (MAD). The Agreement includes general landscape services. Service levels may fluctuate from year to year depending on the District's property assessment and maintenance needs as may be determined by its members at a predetermined service level attached to this agreement.

2. PARTIES.

CITY OF Oxnard ("CITY"), a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030

Mariposa Landscapes, Inc. ("SERVICE PROVIDER"), a corporation/LLC/LLP of the State of California, located at 6232 Santos Diaz St., Irwindale, CA 91702

3. TERM OF AGREEMENT: From: January 1, 2024 To: December 31, 2024

3.1 Time is of the essence in this Agreement.

3.2 The CITY shall have the option for (4) four consecutive (1) one-year extensions, in accordance with the scope of work and general terms and conditions of the Trade Services Agreement. Any price increases or decreases shall be negotiated at time of contract extension.

3.3 Any Optional Extension term shall not exceed a total of five (5) years. The CITY in its sole discretion may exercise the optional extension upon 60 days written notice to the SERVICE PROVIDER in accordance with Section 13 of this

Agreement. SERVICE PROVIDER shall issue its written consent to the CITY's exercise of the option extension within 10 days of receipt of notice from the CITY. All Notices shall comply with Section 22 of this Agreement.

3.4 All services required of SERVICE PROVIDER under this Agreement shall be completed on or before the end of the term of the Agreement.

4. AGREEMENT AMOUNT NOT TO EXCEED: $9,000,000.00.

5. AGREEMENT EXHIBITS: The following documents memorialized below are the only exhibits to this agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A: Scope of Services
Exhibit B: Services Level
Exhibit C: Schedule of Compensation
Exhibit D: Insurance Requirements: City Insurance Exhibit INS-D
Exhibit E: Living Wage Policy
Exhibit F: Prevailing Wage Policy
Exhibit G: Iran Contracting Certification
Exhibit H: Citation Form
Exhibit I: Service Area Location Maps

6. DESIGNATED REPRESENTATIVES.

The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, SERVICE PROVIDER's services shall be performed or immediately supervised by the SERVICE PROVIDER's Representative:

CITY Designated Representative:
Name: Anthony Miller
Title: Project Manager
Phone: (805) 200-5334
Email: Anthony.Miller@oxnard.org
Mailing Address: 1060 Pacific Ave., Bldg. #1, Oxnard, CA 93030

SERVICE PROVIDER Designated Representative:
Name: Antonio Valenzuela
Title: Secretary
Phone: (626) 960-0196
Email: Antonio@mariposa-ca.com
Mailing Address: 6232 Santos Diaz St., Irwindale, CA 91702

7. CONTRACTUAL PREREQUISITES.

7.1. This Agreement must first be executed by the SERVICE PROVIDER, after which the Agreement shall be approved as to form by the CITY Attorney, then executed by the Mayor, or an authorized person on behalf of the CITY, and if executed by the Mayor shall also be executed by the CITY Clerk.

7.2. A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the CITY prior to the time this Agreement is executed.

7.3. All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.

7.4 SERVICE PROVIDER shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

8. SERVICE PROVIDER'S SERVICES.

8.1 SERVICE PROVIDER shall perform the tasks, obligations, and services set forth in the “Scope of Services,” and “Service Level: attached to and incorporated into this Agreement as “Exhibit A and B.” Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 14 of this Agreement.

8.2 The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. SERVICE PROVIDER hereby designates its Project Manager as set forth in “Exhibit A” as the person responsible for the Services who shall coordinate with City’s Project Manager in executing the scope of services under this Agreement and the monthly inspections in section 9.

9. MONTHLY INSPECTIONS.

The City shall perform bi-monthly site inspections with the Service Provider. During the Inspections, the City will compile a list utilizing the City’s Maintenance Service Report System. The inspection report(s) will list landscape-related items that are within the Scope of Work, which should be performed before the next site inspection. The City’s Project Manager will schedule the monthly inspections and provide notice of the schedule to the Service Provider’s Project Manager. The Service Provider must notify the City no less than twenty-four (24) hours in advance, in writing, if there is a need to reschedule. All scheduled inspections will proceed with or without the attendance of the Service Provider.

10. SERVICE PROVIDER'S PROSECUTION EXECUTION OF THE SCOPE OF WORK

In accordance with Section 8 and 9 of this agreement, Service Provider shall execute the work identified in the City's monthly inspection reports within the time identified in the inspection report provided by the City to the Service Provider. Furthermore, Service provider shall execute the work as identified in the Scope of Service (Exhibit A) and the Service Level (Exhibit B) documents in the time and manner as stated in the respective Exhibits. Failure to execute the required work under this contract shall subject the Service Provider to a $250.00 Citation per occurrence for failure to execute the work identified in the monthly inspection reports, and the Scope of Work and Service level documents. Service provider shall not be issued a citation for failure to execute work that is outside the scope of this agreement. The Citation Form is attached to this Agreement for reference as Exhibit H.

11. COMPENSATION.

CITY shall pay SERVICE PROVIDER for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as **"**Exhibit C." CITY shall pay SERVICE PROVIDER an amount not to exceed the amount is listed in Section 4 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 14 of this Agreement, and may be subject to approval by the City Council.

11.1 Price Adjustments. Unless otherwise stated, prices are maximum for the term of the Contract. Price adjustments, if allowed under this Contract, must be requested in writing and accompanied by the required information to substantiate the request for price adjustment, as set forth in the Contract. Any allowable request for price adjustment must be delivered to the CITY at least 30 days before the adjusted prices become effective. No price adjustment allowable under this Contract will be granted retroactively. The CITY must also be given the benefit of any decline in prices. If any price increase is granted by the CITY, the increase shall not be greater than 3% from the prior year.

11.2 Any request for price adjustment is subject to section 14. City is under no obligation to allow requested price adjustments.

12. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within forty-five (45) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within forty-five (45) days after receipt of such invoice, notify the SERVICE PROVIDER of the item(s) being disputed and the reason(s)

therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

12.1 Payment Request. SERVICE PROVIDER shall submit a payment request to the CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: **pwinvoices@oxnard.org**.

12.2 Non-Appropriation of Funds. Payments to be made to SERVICE PROVIDER by CITY for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of CITY. In the event CITY does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which CITY appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

12.3 SERVICE PROVIDER's acceptance of final payment made pursuant to this Agreement shall constitute a release of CITY from all claims and liabilities for compensation to SERVICE PROVIDER for anything completed, finished or relating to the Services. CITY's payment shall not constitute nor be deemed a release of the responsibility and liability of SERVICE PROVIDER 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 SERVICE PROVIDER and its employees, agents and Subcontracted service providers.

12.4 SERVICE PROVIDER 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 SERVICE PROVIDER or materials or products provided to CITY by SERVICE PROVIDER, SERVICE PROVIDER shall pay the sales tax. CITY shall not reimburse SERVICE PROVIDER for sales taxes paid by SERVICE PROVIDER.

13. OPTION TO EXTEND AGREEMENT.

When in the CITY's best interest, this Agreement may only be extended, if the City in its discretion exercises the option to extend pursuant to Section 3.2 and 3.3 of the Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 3.2, then this Agreement shall not be extended.**

14. MODIFICATION OF AGREEMENT.

This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the Oxnard Municipal Code, Article IV, Sections 4-59 and 4-60.

15. TERMINATION OF AGREEMENT.

CITY may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 22 of this agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. CITY shall be liable to SERVICE PROVIDER only for work done by SERVICE PROVIDER up to and including the date of termination of this Agreement unless the termination is for cause, in which event SERVICE PROVIDER need be compensated only to the extent required by law. SERVICE PROVIDER may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) calendar days' written notice.

16. INDEPENDENT CONTRACTOR

SERVICE PROVIDER is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of SERVICE PROVIDER or any of its employees, except as stated in this Agreement. SERVICE PROVIDER has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting SERVICE PROVIDER. This Agreement shall not be interpreted to prevent or preclude SERVICE PROVIDER from rendering any services for SERVICE PROVIDER's own account or to any other person or entity as SERVICE PROVIDER in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the SERVICE PROVIDER shall perform for the City. The CITY retains the right to provide general instructions to and observe the SERVICE PROVIDER in the performance of all services done on behalf of the CITY.

SERVICE PROVIDER and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. SERVICE PROVIDER and its employees are not employees of City. SERVICE PROVIDER and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. SERVICE PROVIDER shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

17. LAWFUL PERFORMANCE.

SERVICE PROVIDER shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. SERVICE PROVIDER, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

18. SAFETY REQUIREMENTS.

SERVICE PROVIDER shall not perform any services for the CITY when the SERVICE PROVIDER is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the CITY's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The CITY reserves the right to issue restraining or cease and desist orders to SERVICE PROVIDER when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of SERVICE PROVIDER's work by CITY shall not operate as a release of the SERVICE PROVIDER from such standard of care and workmanship.

19. OWNERSHIP OF SERVICE PROVIDER'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE.

CITY shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by SERVICE PROVIDER in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by CITY.

19.1. Records and Inspections. The SERVICE PROVIDER shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The CITY shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

19.2. Deliverables. SERVICE PROVIDER shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and SERVICE PROVIDER shall, upon completion of all work, submit to the CITY all information developed in the course of the SERVICE PROVIDER's services. SERVICE PROVIDER shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this

Agreement. SERVICE PROVIDER shall, upon request by CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to SERVICE PROVIDER by the CITY.

19.3. Ownership – Generally. All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. SERVICE PROVIDER agrees that CITY may make modifications to computer software furnished by SERVICE PROVIDER without infringing SERVICE PROVIDER's copyright or any license granted to CITY, unless otherwise agreed.

19.4. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the SERVICE PROVIDER pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

19.5. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. SERVICE PROVIDER may be granted access to information that is exempt from disclosure to the public (Government Code Section 6254 and 6254.16) and may contain "trade secrets" (see Government Code Section 6254.7(d)) when it is necessary for SERVICE PROVIDER to perform its obligations pursuant to this Agreement. If SERVICE PROVIDER is granted such access to confidential information, SERVICE PROVIDER shall not be considered to be a member of the public as that term is used in Government Code Section 6254.5.

19.6. Disclosure of Information. SERVICE PROVIDER shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to SERVICE PROVIDER by the CITY or other information to which the SERVICE PROVIDER has had access during the term of this Agreement without the prior written approval of the CITY's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

19.7. No Warranty. Other than an obligation upon the CITY to deal in good faith, the CITY makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by SERVICE PROVIDER in reliance on any Confidential Information disclosed under this Agreement.

20. ASSIGNMENT.

This Agreement is for the non-professional services of SERVICE PROVIDER. Any attempt by SERVICE PROVIDER to assign the benefits or burdens of this Agreement without the prior written approval of CITY shall be prohibited and shall be null and void. SERVICE PROVIDER's services pursuant to this Agreement shall be provided by the SERVICE PROVIDER's Designated Representative or directly under his/her supervision, and SERVICE PROVIDER shall not assign another to supervise the SERVICE PROVIDER's performance of this Agreement without the prior written approval of CITY, by and through the CITY's Designated Representative.

21. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

22. NOTICES.

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 6. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

23. COVENANTS AND CONDITIONS.

Each term and each provision of this Agreement to be performed by SERVICE PROVIDER shall be construed to be both a covenant and a condition.

24. WAIVER.

CITY's review or acceptance of, or payment for, work product prepared by SERVICE PROVIDER under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from SERVICE PROVIDER's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a

waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

25. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

25.1 As a separate and independent covenant from SERVICE PROVIDER's obligations under this section, SERVICE PROVIDER shall to the fullest extent permitted by law, immediately defend, indemnify, and hold harmless CITY, its legislative and advisory bodies, and the CITY's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with SERVICE PROVIDER's performance of this Agreement or SERVICE PROVIDER'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. SERVICE PROVIDER'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 any of the Indemnitees.

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

25.3 The review, acceptance or approval of SERVICE PROVIDER's work or work product by any of the Indemnitees shall not affect, relieve or reduce SERVICE PROVIDER's indemnification or defense obligations. SERVICE PROVIDER waives any right of contribution against CITY or any of CITY's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by SERVICE PROVIDER pursuant to this Agreement. The provisions of this Section shall not be restricted

by and do not affect the provisions of this Agreement relating to Section 26. The SERVICE PROVIDER's obligations under this Section of the Agreement shall survive the termination of the Agreement.

25.4 SERVICE PROVIDER agrees to pay all required taxes on amounts paid to SERVICE PROVIDER under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. SERVICE PROVIDER shall be solely responsible for, and shall save CITY harmless from, all matters relating to the payment of SERVICE PROVIDER's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. CITY shall have the right to offset against the amount of any compensation due to SERVICE PROVIDER under this Agreement any amount due to CITY from SERVICE PROVIDER as a result of its failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

26. INSURANCE.

SERVICE PROVIDER shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that SERVICE PROVIDER obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. SERVICE PROVIDER shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit D". Maintenance of insurance coverages by SERVICE PROVIDER is a material element of this Agreement. SERVICE PROVIDER'S failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

27. LIVING WAGE REQUIREMENTS.

During the term of this Agreement, SERVICE PROVIDER understands and agrees that if Living Wages are applicable subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit E" to this Agreement. SERVICE PROVIDER will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

28. PREVAILING WAGE REQUIREMENTS.

28.1. Application. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall

not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees. Please see "Exhibit F" for further information regarding Prevailing Wage requirements.

28.2. Compliance with California Department of Industrial Relations (DIR). To determine if this Agreement is subject to compliance monitoring and enforcement, go to:
https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html

28.3. Contract Splitting. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

28.4. Use of Prevailing Wages vs. Living Wages. In the event that there is a difference between the amount of wages to be paid under the CITY of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

29. CONFLICT OF INTEREST

SERVICE PROVIDER covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of SERVICE PROVIDER's services under this Agreement. SERVICE PROVIDER further covenants that in the performance of services under this Agreement, no officer, employee or agent of SERVICE PROVIDER having such interest shall be employed by it. In the event the CITY determines that SERVICE PROVIDER must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, SERVICE PROVIDER shall file such Form 700 with the CITY Clerk's Office pursuant to the written instructions provided by the CITY Clerk. Acquisition or maintenance of a conflicting interest by SERVICE PROVIDER may result in termination of this Agreement by the CITY.

30. IRAN CONTRACTING ACT

In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any CONSULTANT that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars ($1,000,000) or more, must certify, that the CONSULTANT is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

A CONSULTANT is ineligible to enter into any contract with the CITY for goods or services of one million dollars ($1,000,000) or more if the CONSULTANT engages in investment activities in Iran. CONSULTANT must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as “Exhibit G.”

31. DISPUTES.

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the CITY’s Designated Representative, who shall reduce this decision to writing and mail a copy to the SERVICE PROVIDER. The decision of the CITY’s Designated Representative shall be final and conclusive unless SERVICE PROVIDER requests mediation within ten (10) calendar days. Pending final decision of a dispute, the SERVICE PROVIDER shall proceed diligently with the performance of the Agreement and in accordance with the decision of the CITY’s Designated Representative.

32. DISPUTE RESOLUTION.

Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a “blindfold” process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

33. AUDIT.

CITY shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by SERVICE PROVIDER in preparing its billings to CITY as a condition precedent to any payment to SERVICE PROVIDER; or for other purposes relating to the Agreement. SERVICE PROVIDER will promptly furnish all documents requested by the CITY. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit SERVICE PROVIDER for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, SERVICE PROVIDER 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. SERVICE PROVIDER 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. SERVICE PROVIDER shall include a copy of this Section in all contracts with its subcontractors, and SERVICE PROVIDER 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.

34. ADVERTISING AND PUBLICITY

SERVICE PROVIDER shall not use the name of or refer to CITY directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

35. NONDISCRIMINATORY EMPLOYMENT.

SERVICE PROVIDER shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. SERVICE PROVIDER understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, SERVICE PROVIDER shall be responsible for such subcontractor's compliance with this Section.

36. FORCE MAJEURE.

Neither the SERVICE PROVIDER nor the CITY shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the CITY.

37. GOVERNING LAW.

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, the venue shall be in the Superior Court of California, County of Ventura.

38. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so

modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

39. INTEGRATED AGREEMENT.

This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and insure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

40. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

41. AUTHORITY TO EXECUTE.

Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

42. EXECUTION – COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

43. INCONSISTENT OR CONFLICTING TERMS.

In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the CITY are not binding upon the CITY's Designated Representative unless specifically agreed to in writing, and initiated by CITY's Designated Representative, as to each additional contractual term or condition.

44. ACKNOWLEDGEMENT.

By signing below, SERVICE PROVIDER acknowledges that it has reviewed the CITY's Trade Services Agreement terms and conditions and insurance requirements and that SERVICE PROVIDER hereby agrees to full compliance.

[Signatures on next page]

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

CITY OF OXNARD

_____ _____
☐John C. Zaragoza, Mayor[1] Date
☐Jennifer Yates, [2]
Purchasing Manager

MARIPOSA LANDSCAPES, INC.

_____ _____
Terry Noriega, President Date

_____ _____
Antonio Valenzuela Date
Secretary[3]

ATTEST:

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

APPROVED AS TO FORM:

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

[1] The City Council must authorize and the Mayor must execute any agreement over $200,000.

[2] The Purchasing Agent may execute any authorized agreement up to $200,000.

[3] 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

TRADE SERVICE AGREEMENT
(CITY of Oxnard and Mariposa Landscapes, Inc.)

SCOPE OF SERVICES

Licensing and Professional Certification

Required:

SERVICE PROVIDER/CONTRACTOR must hold a State of California License Classification C-27 License and Maintenance Gardener Pest Control Business (MGB) License throughout the duration of this contract.

Contractor's pesticide applicator shall hold a valid Qualified Applicator Certificate issued by the California Department of Pesticide Regulation throughout the duration of this contract.

General Specifications

The level of service for each District may change at the beginning of each fiscal year based upon the level of service requested by the members of each District. The level of service document is included in Exhibit B to this Agreement. Maps of specific District areas and features relevant to this scope of work are included as Exhibit C to this Agreement. Quantities of assets (such as trash cans, bbqs, mutt mitt stations, etc.) may not be exact.

SECTION 1000. TURF MAINTENANCE

1000-1 MOWING AND EDGING OF TURF AREAS.

The Contractor shall mow and edge all turf grass areas. Generally, these areas shall be mowed to maintain a height of no less than one (1) inch and no more than two (2) inches; however, site-specific mowing height shall be designated by Project Manager or his or her representative. Mowing frequency shall occur according to the Service Level listed in the City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations for Maintenance Assessment Districts Chart available at the end of these Special Provisions ("Chart") for that particular district; for example, in a district with Service Level B, Contractor shall mow once every two (2) weeks. All turf grass areas shall be edged along sidewalks, paved and hard surface areas as necessary to prevent overgrowth. All in ground boxes will be string-trimmed in a manner that is esthetically pleasing and will minimize lip build-up. Edging shall not be done by chemical methods, unless an approved growth retardant is authorized by the Project Manager or his or her representative. The Contractor shall pick up and dispose of all clippings after each mowing operation, or a mulching deck may be utilized upon approval by Project Manager or his or her representative.

1000-2 SOIL AERIFICATION AND THATCH REMOVAL.

The Contractor shall perform soil aerification for all turf grass areas according to the Service Level listed in the Chart for that particular district. For Service Level A, soil aerification shall be completed in October, March and June. For Service Level B and C, soil aerification shall be completed in March. Aerification shall be done with a power driven aerifier using ½ inch coring tine. The schedule must be pre-approved by the Project Manager or his or her representative. Additionally, Contractor shall notify Project Manager or his or her representative with a written schedule one (1) week prior to the date of aerification commencement. Contractor shall take extreme care to not damage irrigation and landscape improvements with equipment.

The Contractor shall remove thatch build up in the sod layer according to the Service Level listed in the Chart for that particular district; for example, in a district with Service Level A, Contractor must dethatch annually. Dethatching shall be completed in November. The schedule must be pre-approved by the Project Manager or his or her representative. Thatch removal shall be performed with a power-driver verticutting machine. All grass clippings associated with this process shall be removed from the site and disposed of at the Contractor's expense. The thatch removal shall precede the aerification process. The verticutting shall be performed on all turf areas.

1000-3 SOIL TESTING.

The Contractor shall perform or cause to be performed on an annual basis up to five (5) soil tests per District at locations determined in cooperation with the Project Manager with sites clearly marked so as not to confuse results. Results are to be compiled and provided to the Project Manager in a report suitable for filing. Soil tests shall include but not be limited to measurements/values for the following items and a fertilizer recommendation:

Soil class: Each soil sample is classified according to humic matter content. The classes are:

MIN: Mineral soil. Low percentage of humic matter.

M-O: Mineral-organic soil. Medium percentage of humic matter.

ORG: Organic soil. High humic matter content.

HM percent: Humic matter percent is a measure of the chemically active fraction of organic matter.

W/V: The soil weight/volume is shown in grams/cubic centimeter and is used to determine the soil class.

CEC: Cation exchange capacity is a measure of the soil's capacity to hold basic cations such as potassium, calcium, and magnesium, plus the acidic cations hydrogen and aluminum.

BS%: Base saturation percent is the percent of the CEC that is occupied by the basic cations [potassium (K), calcium (Ca), and magnesium (Mg)]. BS% indicates the pH and lime status of the soil.

Ac: Exchangeable acidity is the portion of the CEC that is occupied by acidic cations [Aluminum (Al), hydrogen (H)].

pH: Soil pH is a measure of the active acidity [hydrogen (H)] in the soil solution.

P-1 and K-1: Phosphorus (P) and potassium (K) are shown as indexes used to evaluate nutrient availability to plants.

Ca and Mg%: Both calcium (Ca) and magnesium (Mg) are shown as percentages of CEC.

S (sulfur), **Mn** (manganese), **Zn** (zinc), **Cu** (copper).

SS-1: The soluble salt index.

Na: Sodium.

N (nitrogen).

Lime and fertilizer recommendations.

1000-4 FERTILIZATION.

The Contractor shall fertilize all turf grass, shrubs, ground cover and vines according to the Service Level listed in the Chart for that particular district. The schedule must be pre-approved by the Project Manager or his or her representative and shall be of a granular type and component makeup in accordance with the recommendations of the physically closest soil test as described in Section 1000-3. Fertilizer shall be delivered to the site in the original unopened container, bearing the manufacturer's guarantee analysis. Any fertilizer that becomes caked or damaged, making it unsuitable for use, will not be accepted. Immediately following application at each site, Contractor shall thoroughly water the fertilizer into the soil. The Project Manager or his or her representative shall be notified with a written schedule one (1) week prior to the date of the application by the Contractor. Such notification will be subject to approval by the Project Manager or his or her representative. A City representative may be present during fertilization. Dispersible granular formulations shall be used on all turf to help incorporate the fertilizer into the turf and prevent/reduce the visibility of the fertilizer pellets.

Fertilization of turf, planter beds or any other maintenance areas should address plant health, diseases and insect issues.

Any deviation from the schedule requires the written pre-approval of the Project Manager or his or her representative. All fertilization products must be pre-approved by the Project Manager or his or her representative prior to fertilizing.

1000-5 PESTICIDE APPLICATION.

The Contractor shall control and eliminate all weeds, insects, rodents, diseases and any other pests affecting all plant material. The Contractor's applicator shall hold a valid Qualified Applicator Certificate issued by the California Department of Pesticide Regulation. Any quarterly pesticides used must be on the California Department of Pesticide Regulation's approved chemical list. All pesticide use reports shall be submitted to the Ventura County Agriculture Commissioner and a copy shall be forwarded to the Project Manager. Recommendations need to be procured before application of materials. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Ventura County Agriculture Commissioner. In addition, all pesticides used must have the written approval of the Project Manager or his or her representative before application.

The Contractor shall notify the Project Manager or his or her representative a minimum of one (1) week prior to application of pesticides. For follow-up pesticide applications, the Contractor is to provide a second service date upon completion of the initial application and post notices accordingly. The fading colorant solution "Mark-It Blue", or equal, shall be used in conjunction with all hardscape pesticide applications. Upon completion of application, the Contractor shall submit to the Project Manager or his or her representative a copy of all pesticide use reports within 24 hours. Contractor shall provide the name and license number of personnel spraying the chemicals a minimum of one (1) week prior to the application of pesticides. Contractor to ensure proper signage is installed prior to pesticide application per City, County and Federal standards. The current standard to be followed is; all areas to be treated are to be posted with signs no smaller than an 8 ½" x 11" sheet of paper no more than 50 feet apart, one week to two days prior to treatment. Signs will be Contractor provided at Contractor expense and include a map of the area treated, the label of the chemical applied, and a warning to avoid the area for a time no less than what is recommended on the label.

1000-6 IRRIGATION.

The Contractor shall maintain all irrigation systems as required to maintain proper plant growth in all areas. This shall include manual watering by use of hose bibs and quick couplers in addition to, in conjunction with, or in the absence of automatic irrigation systems. Watering shall be accomplished at times of the day or night to ensure the health of all plants and so that the inconvenience to people using the area will be kept at a minimum. Automatic irrigation shall normally take place at night or early morning hours. Any water runoff or overflow onto roadway, sidewalk and hard surface areas shall be kept at an absolute minimum so as not to cause any pedestrian and/or vehicular liabilities. The City reserves the right to require the Contractor to change the watering schedule as necessary.

The Contractor shall carefully apply irrigation water in quantities required by the different plant species, time of the year, and other basic environmental factors. The effect of the watering program shall be checked by the Contractor according to the Service Level listed in the Chart for that particular district. The interior of the irrigation controller and booster pump enclosure shall be cleaned annually.

1000-6-1 MAINTENANCE EXPECTATIONS.

The Contractor shall maintain and/or replace all broken irrigation components and appurtenances including valve box covers. Replacement of irrigation labor costs to be included in this Proposal. Materials and supplies for the replacement of irrigation may be provided by Contractor at-cost if pre-approved by the Project Manager or his or her representative. Each such system must include: backflow prevention devices, electrical and battery-operated irrigation controllers, remote control valves, all valve boxes, gate valves, quick coupling valves, quick coupler boxes, valve box covers, all utility covers, main lines, control wiring, lateral lines, all fittings and riser assemblies, hose bibs, sprinkler heads, vandal-proof enclosures and any other irrigation related items. Replacement of any irrigation items shall be with the same manufacturer and in accordance with the manufacturer's installation recommendations, unless otherwise pre-approved by the Project Manager or his or her representative. All other irrigation replacement shall be subject to approval by the Project Manager or his or her representative.

Contractor shall maintain all irrigation equipment in good working condition such that it shall function properly at all times. Contractor shall inspect irrigation systems on designated service days. All routine maintenance labor shall be provided at the Contractor's expense as a component of the landscape services as a component of the landscape services. All parts shall be provided by the City unless otherwise approved by the Project Manager. Routine maintenance shall include:

- Sprinkler coverage tests
- Ensuring proper sprinkler height and coverage in accordance with system specification
- Adjustment and programming of irrigation controllers
- Replacement of broken lateral lines, valves, and sprinkler bodies
- Adjustment and necessary replacement of all types of nozzles, sprayers, quick couplers, and drip systems
- Cleaning and adjustment of all sprinkler heads
- Replacement of irrigation system boxes and lids
- Ensuring proper wiring of controllers and performance of irrigation programs

Maintenance considered non-routine shall include:

- Replacement of broken/leaking main lines
- Replacement of equipment which requires closing the "Point of Connection" such as replacement of main line ball valves, gate valves, in-line filtration systems, and backflow devices.

1000-6-2 SCHEDULING.

Watering schedule and maintenance of irrigation systems must adhere to the City's Water Ordinance No. 2810. Contractor shall turn off all irrigation controllers in advance of periods of rain and turn them back on and reprogram them at the end of the rainy period.

1000-6-3 EQUIPMENT.

Contractor will be required to use iCentral, Rainbird, or similar product if irrigation systems are centrally controlled for the control and monitoring of all irrigation systems.

Once the City notifies Contractor of any irrigation related issues, Contractor must respond in writing within the next business day with a proposed resolution.

1000-7 TURF WEED CONTROL/HERBICIDE APPLICATION.

Contractor shall keep all turf grass areas weed free and treated for broadleaf weed control according to the Service Level listed in the Chart; for example, in an area with Service Level A, Contractor shall completely control and eradicate all weeds weekly. Contractor shall do this for that particular area with a product to be pre-approved by the Project Manager or his or her representative. Herbicides may be applied with a backpack sprayer, vehicle mounted spray rig, or tow-behind spray rig. All applications shall be done in a manner consistent with the pesticide label and all State and Federal Guidelines. Tanks used to apply pesticide shall be clean and free of any previously applied chemicals. Water quality may be required to be tested in order to ensure the proper function of applied herbicides. If water quality is suspected of limiting herbicide effectiveness, Project Manager may require Contractor to test water quality and if necessary, require Contractor address issues prior to application. This may include but is not limited to adjusting pH, filtering suspended solids, or adding adjuvants.

Contractor shall ensure that all curbs and gutters, paved walkways, stamped concrete, and joints adjacent to landscaped areas, fence lines, light standard bases, buildings and structures are free of all weeds. Herbicides may be used for weed control upon prior approval by the Project Manager or his or her representative. Tree wells should be maintained by a herbicide approved by the Project Manager or his or her representative.

The Contractor's applicator shall hold a valid Qualified Applicator Certificate issued by the California Department of Pesticide Regulation. Any quarterly applications must be on the California Department of Pesticide Regulation's approved chemical list. All application reports shall be submitted to the Ventura County Agriculture Commissioner and a copy shall be forwarded to the Project Manager. Recommendations need to be procured before application of materials. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Ventura County Agriculture Commissioner. In addition, all herbicides used must have the written approval of the Project Manager or his or her representative before application.

The Contractor shall notify the Project Manager or his or her representative a minimum of one (1)

week prior to application. For follow-up applications, the Contractor is to provide a second service date upon completion of the initial application. The fading colorant solution “Mark-It Blue”, or equal, shall be used in conjunction with all hardscape applications. Upon completion of application, the Contractor shall submit to the Project Manager or his or her representative a copy of all application reports within 24 hours. Contractor shall provide the name and license number of personnel spraying the chemicals a minimum of one (1) week prior to the application of the herbicide. Contractor to ensure proper signage is installed prior to any application per City, County and Federal standards. The current standard to be followed is; all areas to be treated are to be posted with signs no smaller than an 8 ½” x 11” sheet of paper no more than 50 feet apart, one week to two days prior to treatment. Signs will be Contractor provided at Contractor expense and include a map of the area treated, the label of the chemical applied, and a warning to avoid the area for a time no less than what is recommended on the label.

1000-8 TURF RENOVATION.

The Contractor shall renovate all turf areas according to the Service Level listed in the Chart for that particular area. For example, in an area with Service Level A, Contractor shall renovate all bare turf areas two times a year. Warm season turf is to be installed during the months of March and April. Cool season turf is to be installed during the months of March and April or September and October. Any application schedule must be pre-approved by the Project Manager or his or her representative.

1000-8-1 SEEDING AND MULCHING.

The seeding and mulching operation shall consist of a four step process; seedbed preparation, seeding, mulching, and applying the fertilizer. The last three steps shall be accomplished within 48 hours of starting the seeding operation.

1000-8-2 SEEDBED PREPARATION

The areas to be seeded shall be reasonably smooth and shall conform to the original contours or new contours as shown on the plans before actual seedbed preparation begins. Any debris, including rocks and roots which would interfere with seeding, growth, or maintenance of the vegetation, or as specified elsewhere in these specifications, shall be removed. The surface areas to be seeded, including fill slopes, shall be compacted by first bringing the soil to optimum moisture by drying or adding water, and track walking or rolling firm. The areas shall then be roughened by scarifying, discing, borrowing, or otherwise worked to a depth of 2" to 4". Scarifying operations shall be cross slope, where possible. Cut slopes shall be dressed to neat lines and all loose material raked to the toe and removed.

1000-8-3 DELIVERY

All seed shall be delivered to the site tagged and labeled in accordance with California Agricultural Code. The seed shall be of a quality which has a minimum pure live seed content of 80% (% purity x % germination) and weed seed shall not exceed 0.5%. Legume seed shall be pellet inoculated with appropriate bacteria. The seed shall be broadcast with a

truck or tractor mounted automatic seeder, where possible. Hand held breast seeders, (belly grinders) are suitable for small areas. Seed varieties are to be pre-approved through the Project Manager before application.

1000-8-4 RENOVATION MULCHING

Straw mulch shall be blown or hand broadcasted onto the ground. The application technique shall create a uniform depth of not less than two to three inches. The straw fibers shall be applied to form a uniform mat of loose straw through which no more than 15 percent of the original ground surface can be seen. No large clumps or unscattered straw shall be present after application. Straw shall be clean rice, barley or wheat straw. Fibers shall not be chopped less than 6-inches in length.

1000-8-5 FERTILIZER

The fertilizer shall be commercial type ammonium phosphate (16-20-0) and shall contain a minimum of 16% nitrogen, 20% available phosphoric acid, and 0% water soluble potash, and shall contain a minimum of 12 percent sulfur. The fertilizer shall be uniform in composition, dry and free flowing, pelleted or granular. Fertilizer is to be applied at a rate of 1lb per 1000 square feet.

1000-8-6 GERMINATION PERIOD

The Contractor shall be responsible for a successful ground cover and its survival through the germination period. This may include, but not be limited to, applying water or additional seed, and fertilizer. Any failed areas shall be replanted and successfully grown into mature plants, at the sole cost of the Contractor. If it is determined that areas must be fenced to prohibit foot traffic from interfering with proper plant growth, Contractor is to provide temporary fencing at Contractor expense for the duration of the renovation.

1000-8-7 INITIAL TURF AREA RENOVATIONS

An optional turf renovation project may be requested by the City of Oxnard at the inception of the landscape maintenance contract to remedy any issues within the turf from the previous contractor. This project may be completed by the Contractor or through City staff based on the bid award. Services will include the eradication of weeds in desirable turf areas with a selective herbicide. Locations to be bid are included in the Additive/Deductive section of the bid sheet.

SECTION 2000. SHRUB, VINE AND GROUNDCOVER MAINTENANCE

2000-1 PRUNING AND EDGING.

The Contractor shall prune all shrubs, groundcover and vines. Shrubs shall be pruned as needed for natural shape, pest control and line of site issues for safe flow of traffic to the satisfaction of the Project Manager or his or her representative. Contractor shall prune according to the natural growth of each individual plant to maintain proper plant health by cutting out dead, diseased or injured wood and to control growth when an unshapely shrub might result. Contractor shall prevent all plant growth from entering onto the walkways, roadways, hard surface areas, and along fences and walls. Contractor shall remove faded or dead flower heads or their stalks and plant leaves on a weekly basis or according to the Service Level listed in the Chart for that particular district. Contractor shall remove in a manner so as not to damage remaining or new flower buds from coming into bloom. Edging shall not be done by chemical methods, unless a growth retardant is pre-approved by the Project Manager or his or her representative. Vines on walls shall be maintained at a height 4-6" below the top of the block wall and a depth no greater than four inches (4") from the wall.

2000-2 GROUNDCOVER PRUNING.

Groundcover shall be pruned as needed, according to the Project Manager or his or her representative, to maintain separation away from base of trees, shrub masses, and hardscapes. All pruning debris shall be removed from the site at Contractor's expense.

2000-3 INSECT AND DISEASE CONTROL.

On designated service days, Contractor shall inspect and treat for any insect or disease related problems.

2000-4 WATER.

Contractor shall monitor moisture levels in irrigated and in non-irrigated bed areas. The Contractor shall utilize City's reporting software system while performing irrigation inspections to report overall all inspections and any problems that may be present during maintenance visits. The maintenance report software and format are at the City's discretion. All watering must adhere to the City's Water Ordinance No. 2810.

2000-5 BED WEED CONTROL.

Contractor shall control weeds in bed areas by mechanical, physical and chemical methods. Bed areas are to be maintained to control and strive to eliminate weeds. For example, in a district with Service Level A, Contractor shall inspect, control and eradicate all weeds weekly.

SECTION 3000. TREE MAINTENANCE

3000-1 PRUNING.

The Contractor or his or her representative shall possess a valid arborist certification from the International Society of Arboriculture or similar program approved by the City. This arborist must oversee all pruning work including root pruning and certifying all work meets requirements. City may require that the certified arborist directly supervise any staff completing tree work. All pruning work shall conform to the current ANSI A300 5.3 Pruning Standard in conjunction with the International Society of Arboriculture Publication. Cleaning shall consist of selective pruning to remove one or more of the following parts: dead, diseased, crossing, touching, and broken branches. Thinning shall consist of selective pruning to reduce density of live branches. Thinning should result in an even distribution of branches on individual limbs and throughout the crown of the tree. Raising shall consist of selective pruning to provide specified vertical clearance. Reduction shall consist of selective pruning to decrease height and/or spread as specified. Safety pruning is to trim a tree given careful consideration to the tree site, surroundings, height, overhang and potential of failure. Pollarding, topping and lion tailing shall be considered unacceptable pruning practices for trees.

Contractor shall provide tree maintenance according to the Service Level listed in the Service Level and Frequency of Operation Chart included within this Proposal specification. Service required include but are not limited to prune, shape and structure trees for that particular district and root pruning as needed; for example, in a district with Service Level A, Contractor must selectively prune shrubs and trees as required to prevent encroachment and maintain the shrub's and tree's natural form.

There shall not be any removal of trees under this Scope of Work. No topping of trees will be allowed. Tree pruning shall be done to prevent encroachment of walkways, streets and to preclude obstruction of signs. Pruning is to be scheduled according to the Service Level listed in the Chart for that particular district. Water sprout growth on trunk and in main crotch and sucker growth shall be removed throughout the year. A four inch (4") ring of bare soil or mulch will be maintained around each tree to prevent string trimmer/mower damage and competition from turf/ground cover roots. Roots growing around the base of the tree causing girdling to the trunk area are to be removed. Branches with growth that is crossing or causing rubbing shall be removed to ensure the health of the tree.

Contractor shall remove and dispose of dead or dying palm fronds weekly. Dying palm fronds shall be pruned in a manner that the remaining cut frond stub is cut as close to the trunk of the palm as possible without cutting into the trunk. All pruning cuts shall adhere to current ANSI A300 standards and ISA tree pruning guidelines in conjunction with the International Society of Arboriculture Publication.

3000-2 FERTILIZATION.

Contractor shall fertilize all palm trees using a combination of blood meal and Agriform (slow

release) tablets as needed by installing eight (8) holes around the palm trees. These holes shall be two inches (2") in diameter by twelve inches (12") deep and shall be uniformly located around the base of the palm trees, filled with blood meal, and completely watered in. All other trees shall be maintained in accordance with current ANSI A300 fertilization standards in conjunction with the International Society of Arboriculture Publication.

3000-3 INSECT AND DISEASE CONTROL.

Contractor shall inspect and treat for any insect- or disease-related problems. Contractor is required to notify the City and make recommendations of all other trees that may need supplemental insect and disease control.

3000-4 WATER.

The Contractor shall provide proper watering of trees, whether done by automated irrigation systems or manually with the use of a hose. Trees shall be maintained in an upright manner and shall be staked as necessary to maintain this position per ANSI guidelines. Watering must adhere to the City's Water Ordinance No. 2810.

3000-5 STAKING.

The Contractor will attach tree stakes as needed to support tree growth. The Contractor shall remove or loosen any and all tree stakes and/or ties before damage to the trunk is caused by girdling. The Contractor shall take all precautions necessary to prevent damage to trees by any device used to accomplish the terms of the contract per ANSI guidelines.

SECTION 4000. GENERAL SITE MAINTENANCE

4000-1 LITTER AND DEBRIS CONTROL.

All areas of maintenance responsibility, including but not limited to paved parking that is not on-street parking in front of residences, shall be kept free of all trimmings, leaves, grass cuttings, dirt, mud and litter, including broken glass or other such debris. All trimmings, litter and debris shall be removed and disposed of off-site at the Contractor's expense. Litter and debris pick-up and removal shall be done according to the Service Level listed in the Chart for that particular district and shall include sidewalks adjacent to areas of responsibility. All walkway areas should be blown clean during maintenance and should be free of clipping and debris. This includes street, curb, and gutter areas.

4000-1-1 SERVICE LEVEL A

For Service Level A, the Contractor will be required to empty the trash cans three days per week (Monday, Wednesday, & Friday) throughout the parks. On weekends, the Contractor will provide 2 supplemental staff members to perform basic maintenance services such as

trash pickup and restroom opening and servicing. A sweep of the parks shall be done when collecting trash from the receptacles to pick up any arrant debris. Extra sweeps throughout the parks for debris will be made on Tuesdays and Thursdays. All debris in parks shall be thoroughly removed. Mutt Mitt Stations shall be checked, stocked, and trash removed Monday, Wednesday & Friday.

4000-1-2 SERVICE LEVEL B – F

Contractor will be required to remove trash on service days as scheduled with the Project Manager.

4000-2 PARK AMENITIES.

Contractor must notify the Project Manager or his or her representative of any deficiencies to the park amenities including but not limited to play structures, exercise stations, restrooms, tennis courts, benches, picnic tables, trash receptacles and mutt-mitt stations on designated service days. Contractor will be responsible for cleaning of park amenities including playgrounds, tennis courts, benches, picnic tables, trash receptacles, and dog mutt-mitt dispensers. Restrooms will be maintained through a separate janitorial contract. If Contractor notices any park amenities that need service or repair, they are to be reported to the Project Manager or his or her representative for corrective action. It is the responsibility of the Contractor to ensure paths of travel are free of any sand, wood chips, or other material that may cause a hazard.

4000-2-1 SERVICE LEVEL A

Contractor will be required to open restrooms by 8 AM Saturday through Sunday. Restrooms should be clean upon opening however, basic tidying/wiping down may be necessary. BBQ's within the parks should be checked twice per week on Mondays and Fridays. Cool coals and debris should be disposed of properly. Contractor will be required to clean the BBQ grills, pressure wash picnic pavilions and playground equipment bi-monthly May – October and monthly November – April. Additional pressure washing will be required on the day before and after a major holiday. Tennis and basketball courts are to be pressure washed every March, June, September, and December.

4000-2-2 SERVICE LEVEL B-F

Contractor will be responsible for providing maintenance to aforementioned amenities on service days.

4000-3 ELECTRICAL SYSTEM LIGHTING.

If applicable to the district, the Contractor shall regularly inspect all electrical lighting systems for proper functioning and report deficiencies to the Project Manager or his or her representative. Contractor shall inspect all lights and timers on a weekly basis within Service Level A areas and on designated service days within Service Level B-F areas. All repairs shall be handled by an outside

Electrician and are not included in this contract. Any electrical hazards should be reported immediately to the Project Manager or his or her representative.

4000-4 WATER AND ELECTRICAL COSTS.

The City shall be responsible for paying all water and electrical costs at the site. However, the Contractor shall make every effort to conserve these resources and must ensure that during the rainy season, all irrigation systems are turned off and turned back on per direction of the City. Watering must adhere to the City's Water Ordinance No. 2810.

4000-5 GRAFFITI.

The Contractor shall include all labor and material costs for removal of graffiti from contracted areas as stated in the Service Level document. Such items for repair, removal, replacement or other corrective measures resulting from graffiti include but are not limited to: shrubs, trees, vines, turf, groundcover, all walls and signs, backflow devices, irrigation controllers, remote control wiring, lateral lines, fittings, risers, hose bibs, sprinkler heads, enclosures, or any item within the contracted district that has been vandalized by graffiti. Graffiti shall be removed with chemical/pressure washer on all non-painted surfaces. Under no circumstances is graffiti to be painted over on sidewalks, curbs/gutter, block walls or pilasters, monument signs or similar items. Graffiti on painted surfaces shall be removed and the area shall be repainted if necessary. Etching shall be sanded until the etching has been removed. The Contractor shall provide all labor and material to remove graffiti within 24 hours of notification. Any graffiti deemed by the City to be excessive, major or out of the scope of the contract may be assigned to another contractor or City staff to complete the removal. All Graffiti is generally considered the responsibility of the Contractor to remove and should be removed within 24 hours of notification. The expectation is that the Contractor will utilize maintenance staff that is already on property for the removal of this graffiti and not bring in extra staff for this task.

4000-6 VANDALISM AND THEFT.

The Contractor shall include all labor costs for repairs within the Proposal for items damaged due to vandalism or theft. City to provide all materials. Such items for repair, removal, replacement or other corrective measures resulting from vandalism and theft may include but are not limited to shrubs, trees, vines, turf, groundcover, all walls and signs, backflow devices, irrigation controllers, remote control wiring, lateral lines, fittings, risers, hose bibs, sprinkler heads, enclosures, or any item that has been vandalized by methods other than graffiti or have been stolen from the property. The Contractor shall make all repairs within 24 hours, unless previously approved by the Project Manager or his or her representative, to remove, replace or otherwise correct items affected by vandalism and theft.

4000-7 LANDSCAPE REPLACEMENT.

Contractor must replant landscape areas that fail to thrive as a result of the Contractor or its maintenance or horticultural practices. Contractor shall identify these areas and submit a list of them

in writing to the Project Manager or his or her representative. All maintenance of replanted material will be the responsibility of the Contractor, whether planted by the Contractor or some other entity during the Contract Term.

4000-8 INSPECTIONS.

Upon execution of the Contract, Contractor and City will perform a thorough inspection of all landscaping and irrigation in each district to determine if there are deficient areas prior to the beginning of services. After the inspection, any noted deficiencies will be corrected prior to handing responsibility over to the Contractor for that area. For example, if there are broken sprinkler heads, repairs will be made to correct them and the Contractor will be responsible for the maintenance after that correction is complete.

Contractor or representative shall be available to perform regular inspections of the district(s) with the Project Manager or his or her representative. Inspections shall occur once per month at an agreed-upon time.

4000-9 RESPONSE AND INQUIRIES.

The Contractor shall be required to respond within 90 minutes to any inquiries made between the hours of 7:00 am to 4:00 pm Monday through Friday. Inquiries received on weekends and holidays must be replied to at the first available opportunity the following Business Day.

4000-10 TRAFFIC CONTROL.

Contractor is responsible for traffic control for work within the public right-of-way. If required by the City, the Contractor must submit a traffic control plan to the City Traffic Engineer 15 days prior to the execution of related work. The traffic control plan must be stamped by a licensed engineer unless Contractor elects to use a standard control plan from the WATCH Handbook. Plan shall include a detour for pedestrians. If no detour can be safely provided for pedestrians, one crewmember must be assigned flagger duties to safely escort pedestrians. All traffic control equipment must be in good working condition. Flaggers and workers must all wear appropriate personal protective equipment. City shall pay for all traffic control permits.

4000-11 DETENTION BASIN FENCES AND GENERAL FENCE MAINTENANCE.

If applicable to the district, on designated service days, Contractor shall perform a visual inspection, looking for missing and/or damaged parts. On designated service days, the fence will be thoroughly inspected for damaged or missing bars, loose footings, and chipped paint. Irrigation heads must be operating in a manner as to not spray the fence. Any issue found during inspections will be reported in writing to the Project Manager or his or her designated representative. If a hazardous condition exists, the Contractor must make necessary adjustments to ensure the area is safe. Annually, all fencing on property should be pressure washed in January, to remove any webs, plant material and dirt from the fence.

4000-12 DETENTION BASINS.

Where applicable, Contractor is to maintain detention basins in accordance with the service level which applies to the District. Drain inlets and the outlet structures should be cleared of vegetation to ensure that flow restrictions do not occur.

4000-13 WATERWAYS RIPRAP.

Where applicable, Contractor shall maintain the loose stone used to form the foundation for the breakwater along waterways within the District. This includes the treatment and abatement of weeds and removal of any debris from the riprap. Contractor to provide aquatic safe herbicide chemicals for killing the weeds. Contractor may be required to hand pull dead weeds if they are deemed unsightly. These treatments shall be completed quarterly at minimum. In the event of accelerated growth due to rain, the Contractor may be required to address the area with higher frequency.

4000-14 MAINTENANCE REPORTING SOFTWARE.

Contractor will be required to utilize the maintenance reporting software designated by the Project Manager or his or her representative during the term of the contract. Usage of the software will include, but is not limited to property check-ins, deficiency reporting, work orders, inventory management, etc.

4000-15 STAFFING EXPECTATIONS.

Contractor is expected to adjust and manage staffing as necessary to complete the tasks and frequency of tasks as outlined within this scope of work.

4000-15-1 SERVICE LEVEL A

Contractor will be required to have a **minimum** staffing level of one (1) irrigation technician and one (1) crew supervisor, on property for eight (8) hours per day, five (5) days per week, Monday – Friday. Weekend and Holiday staffing will be determined as necessary by the Contractor to address maintenance requirements.

4000-15-2 SERVICE LEVEL B

Contractor will be required to have one (1) full time irrigation technician and one (1) crew supervisor on property during service days. Staffing levels should reflect the number of staff needed to complete the services required through this contract.

4000-15-3 SERVICE LEVEL C, D AND F

Contractor will be required to have one (1) crew supervisor on property on service days. Contractor will be required to have an irrigation technician available to address deficiencies within a 24 hour time frame but this person does not need to be on property during service days.

4000-15-4 RAIN AND INCLEMENT WEATHER

In the event of inclement weather, Contractor remains responsible for providing services. Power machinery and tools that cannot be operated safely in foul weather conditions may not be used. However, Contractor is to exhaust all other means of providing service prior to ending any service days in any District. The Contractor is responsible for providing for the safety of their crews and in the event that crews will not be on site due to weather conditions, the Contractor must notify the Project Manager in writing.

4000-15-5 STAFF UNIFORMS

Contractor will be required to provide staff uniforms that uniquely identify them as crew members assigned to this contract. If the Contractor maintains contracts with HOAs or businesses within the City, the Contractor shall be required to have their staff wearing uniforms which clearly identify them from other Contractor's staff working in the HOA or business areas. Uniforms shall be agreed upon between Contractor and the Project Manager prior to the start of any work.

4000-16 MULCH.

During the course of this Agreement, Contractor may be required to install up to 2,000 cubic yards of mulch per calendar year at no additional cost to the City. City shall provide mulch which shall be clean and free of all undesirable debris. Mulch may be applied to, but is not limited to, the following areas: planters, tree wells, pathways, medians, and parkways. Mulch is to be applied during the months of February, May, August, and October. Mulch may be applied via blower or by hand if appropriate.

SECTION 5000. GENERAL LANDSCAPE MAINTENANCE, FERTILIZATION, WEED AND INSECT CONTROL SPECIFICATIONS

5000-1 INSTRUCTIONS FOR USE.

All pesticides, insecticides, fertilizers, and any other chemical products must be used in strict compliance with labels and instructions. All pesticide applications must be made with "Mark-It Blue" fading colorant or "Equal" when applied to hardscapes. Applications must comply with all state and federal regulations. The specifications contained herein are intended to be consistent with current label instructions. In the event the specifications conflict with instructions on the pesticide, herbicide, or fertilizer labels, the label instructions shall govern. MSDS (Material Safety Data Sheets) forms shall be placed in visible locations prior to spray applications.

5000-2 CHEMICALS AND FERTILIZERS.

Contractor, rather than the City, shall apply all chemicals and fertilizers.

5000-3 WEATHER.

Chemical types and applications must be applied based upon the weather conditions.

5000-4 INSECT, DISEASE AND NUTRIENT PROBLEMS.

Contractor shall control any insect, disease, or nutrient problems that may occur during the year.

5000-5 EXTRA VISITS.

Contractor shall make necessary visits during the year to correct any problems that may occur during the Contract Term.

5000-6 VERTEBRATE (PEST) CONTROL.

Gopher and rodent problems are to be addressed according to the Service Level listed in the Chart for that particular district. Vertebrate pest control abatement shall include the following locations but are not limited to turf, planter beds, shrubbery, vines, ground cover or in association with tree maintenance. Written notification of the type of pesticide to be used and frequency of application must be submitted to the Project Manager or his or her representative for pre-approval.

SECTION 6000. REPORTS

Contractor will be required to utilize the maintenance reporting software as determined by the City and report daily work being performed on designated service days with pictures and comments detailing work that has been completed. Contractor's lead worker(s) and/or irrigation tech(s) shall be required to keep the maintenance reporting software active on device for the duration of time while on site. The following reports will be required from the Contractor on a monthly basis within Service Level A through D Districts and quarterly within Service Level F Districts:

- A **Tree and Plant Health Inspection Report** using the maintenance reporting software for the entire property.
- A **General Inspection Report** detailing tasks that have been completed and those still in progress. This report should reference both deficiencies addressed by the City's maintenance inspection report and feedback provided by the Project Manager and Landscape Maintenance Inspector
- **Irrigation Report** detailing deficiencies discovered, their repair, and any additional irrigation tasks that to be completed on designated service days.

Contractor reports shall include photographs of any repairs or enhancements made to a location within the designated maintenance area along with any necessary comments or feedback in regards to work order concerns.

SECTION 7000. REFUSE DISPOSAL

Contractor will be required, at Contractors expense, to dispose of all green waste within the Oxnard City limits either through drop off at the Del Norte Transfer Station or through a green waste bin at an agreed upon location(s). The Contractor may be provided a right-of-use entry to an agreed upon location for storage of such a bin. Clean wood mulch generated during the course of this agreement may be stored at an agreed upon location on-site and spread within designated areas.

SECTION 8000. SUPPLEMENTAL LABOR

At the request of the Project Manager, Contractor may be asked to provide a bid for supplemental labor for additional landscape maintenance tasks within the District that include but are not limited to replanting projects, trash/debris removal, and amenity maintenance.

EXHIBIT B

TRADE SERVICE AGREEMENT
(CITY of Oxnard and Mariposa Landscapes, Inc.)

SCHEDULE OF COMPENSATION

Site	Service Item	Unit of Bid	Frequency of Service	Service Level				
				A	B	C	D	F
	Turf Maintenance							
MAD-4 (Mandalay Beach)	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	**$ 333.80**				
			Every 2 Weeks		**$ 500.70**			
			Every Third Week			**$ 635.50**		
			Monthly				**$ 667.60**	
			Quarterly					**$ 1,335.20**
	Aerate	Cost ($) / Service Visit	3x Per Year	**$ 252.39**				
			Annually		**$ 252.39**	**$ 252.39**	**$ 252.39**	
	Dethatch	Cost ($) / Service Visit	Annually	**$ 1,959.46**	**$ 1,959.46**	**$ 1,959.46**		
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	**$ 18.75**				
			Annually		**$ 18.75**	**$ 18.75**		
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly	**$ 243.67**				
			Bi-Annually		**$ 243.67**			
			Annually			**$ 243.66**	**$ 243.66**	
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	**$ 137.85**				
			Quarterly		**$ 137.85**			
			Bi-Annually			**$ 137.86**		
			Annually				**$ 137.85**	
	Trash and Debris Removal							
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All	Cost ($) / Service Visit	Daily	**$ 60.31**				

	services listed in section 4000-1 and 4000-2)		Weekly		$ 254.00	$ 254.00	$ 254.00	
	Graffiti							
	Inspect and Remove	Cost ($) / Service Visit	Daily	$ 1.05				
			Weekly		$ 4.86			
			Every Two Weeks			$ 8.71		
			Monthly				$ 17.56	
	Pest Control							
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 1,176.49	$ 1,176.49	$ 1,176.49	$ 1,176.49	
	Weed Control							
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 46.13				
			Every 2 Weeks		$ 425.84			
			Every Third Week			$ 572.23		
			Monthly				$ 768.88	
			Quarterly					$ 2,191.32
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 35.20				
			Every 2 Weeks		$ 324.95			
			Every Third Week			$ 436.65		
			Quarterly				$ 1,760.16	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 657.06				
			Monthly		$ 2,628.24	$ 2,354.47		
			Quarterly				$ 6,570.61	
			Semi-Annually					$ 12,484.15
	Trees	Cost ($) / Service Visit	Monthly	$ 185.13				
			Quarterly		$ 512.68			

			Encroachments & Hazards Only			$ 1,837.10	$ 1,837.10	
			TOTAL					
Site	**Service Item**	**Unit of Bid**	**Frequency of Service**	**Service Level**				
				A	**B**	**C**	**D**	**F**
	Turf Maintenance							
LMD-3 (River Ridge)	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	$ 19.08				
			Every 2 Weeks		$ 28.61			
			Every Third Week			$ 36.32		
			Monthly				$ 38.15	
			Quarterly					$ 76.31
	Aerate	Cost ($) / Service Visit	3x Per Year	$ 14.42				
			Annually		$ 14.42	$ 14.42	$ 14.42	
	Dethatch	Cost ($) / Service Visit	Annually	$ 111.98	$ 111.98	$ 111.98		
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	$ 1.07				
			Annually		$ 1.07	$ 1.07		
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly	$ 13.93				
			Bi-Annually		$ 13.93			
			Annually			$ 13.93	$ 13.93	
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	$ 47.10				
			Quarterly		$ 47.10			
			Bi-Annually			$ 47.10		
			Annually				$ 47.10	
	Trash and Debris Removal							
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All	Cost ($) / Service Visit	Daily	$ 10.42				

	services listed in section 4000-1 and 4000-2)		Weekly		$ 43.89	$ 43.89	$ 43.89	
	Graffiti							
	Inspect and Remove	Cost ($) / Service Visit	Daily	$ 0.18				
			Weekly		$ 0.84			
			Every Two Weeks			$ 1.51		
			Monthly				$ 3.03	
	Pest Control							
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 401.93	$ 401.93	$ 401.93	$ 401.93	
	Weed Control							
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 7.97				
			Every 2 Weeks		$ 73.58			
			Every Third Week			$ 98.87		
			Monthly				$ 132.85	
			Quarterly					$ 378.62
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 6.08				
			Every 2 Weeks		$ 56.15			
			Every Third Week			$ 75.45		
			Quarterly				$ 304.12	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 224.48				
			Monthly		$ 897.90	$ 804.37		
			Quarterly				$ 2,244.76	
			Semi-Annually					$ 4,265.04
	Trees	Cost ($) / Service Visit	Monthly	$ 63.25				
			Quarterly		$ 175.15			
			Encroachments & Hazards			$ 627.62	$ 627.62	

			Only					
	TOTAL							

Site	Service Item	Unit of Bid	Frequency of Service	Service Level A	B	C	D	F
	Turf Maintenance							
LMD-10 (Country Club)	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	**$ 2.08**				
			Every 2 Weeks		**$ 3.12**			
			Every Third Week			**$ 3.96**		
			Monthly				**$ 4.16**	
			Quarterly					**$ 8.32**
	Aerate	Cost ($) / Service Visit	3x Per Year	**$ 1.57**				
			Annually		**$ 1.57**	**$ 1.57**	**$ 1.57**	
	Dethatch	Cost ($) / Service Visit	Annually	**$ 12.20**	**$ 12.20**	**$ 12.20**		
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	**$ 0.12**				
			Annually		**$ 0.12**	**$ 0.12**		
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly	**$ 1.52**				
			Bi-Annually		**$ 1.52**			
			Annually			**$ 1.52**	**$ 1.52**	
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	**$ 5.26**				
			Quarterly		**$ 5.26**			
			Bi-Annually			**$ 5.26**		
			Annually				**$ 5.26**	
	Trash and Debris Removal							
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All services listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	**$ 1.16**				
			Weekly		**$ 4.88**	**$ 4.88**	**$ 4.88**	

	Graffiti							
	Inspect and Remove	Cost ($) / Service Visit	Daily	**$ 0.02**				
			Weekly		**$ 0.09**			
			Every Two Weeks			**$ 0.17**		
			Monthly				**$ 0.34**	
	Pest Control							
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	**$ 44.89**	**$ 44.89**	**$ 44.89**	**$ 44.89**	
	Weed Control							
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	**$ 0.89**				
			Every 2 Weeks		**$ 8.18**			
			Every Third Week			**$ 10.99**		
			Monthly				**$ 14.77**	
			Quarterly					**$ 42.08**
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	**$ 0.68**				
			Every 2 Weeks		**$ 6.24**			
			Every Third Week			**$ 8.39**		
			Quarterly				**$ 33.80**	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	**$ 25.07**				
			Monthly		**$ 100.28**	**$ 89.83**		
			Quarterly				**$ 250.70**	
			Semi-Annually					**$ 476.32**
	Trees	Cost ($) / Service Visit	Monthly	**$ 7.06**				
			Quarterly		**$ 19.56**			
			Encroachments & Hazards Only			**$ 70.09**	**$ 70.09**	
			TOTAL					
Site	**Service Item**	**Unit of Bid**	**Frequency of Service**	**Service Level**				
				A	**B**	**C**	**D**	**F**

	Turf Maintenance						
LMD-11 (St. Tropez)	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	**$ 25.26**			
			Every 2 Weeks		**$ 37.25**		
			Every Third Week			**$ 46.60**	
			Monthly				**$ 49.19**
			Quarterly				**$ 95.48**
	Aerate	Cost ($) / Service Visit	3x Per Year	**$ 18.05**			
			Annually		**$ 18.05**	**$ 18.05**	**$ 18.05**
	Dethatch	Cost ($) / Service Visit	Annually	**$ 140.12**	**$ 140.12**	**$ 140.12**	
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	**$ 1.34**			
			Annually		**$ 1.34**	**$ 1.34**	
	Fertilization						
	Turf	Cost ($) / Service Visit	Quarterly	**$ 17.43**			
			Bi-Annually		**$ 17.43**		
			Annually			**$ 17.42**	**$ 17.42**
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	**$ 26.73**			
			Quarterly		**$ 26.73**		
			Bi-Annually			**$ 26.73**	
			Annually				**$ 26.73**
	Trash and Debris Removal						
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All services listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	**$ 7.31**			
			Weekly		**$ 30.80**	**$ 30.80**	**$ 30.80**
	Graffiti						
	Inspect and Remove	Cost ($) / Service Visit	Daily	**$ 0.13**			
			Weekly		**$ 0.59**		
			Every Two Weeks			**$ 1.06**	
			Monthly				**$ 2.13**

	Pest Control							
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	**$ 228.11**	**$ 228.11**	**$ 228.11**	**$ 228.11**	
	Weed Control							
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	**$ 5.59**				
			Every 2 Weeks		**$ 51.63**			
			Every Third Week			**$ 69.38**		
			Monthly				**$ 93.23**	
			Quarterly					**$ 265.70**
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	**$ 4.27**				
			Every 2 Weeks		**$ 39.40**			
			Every Third Week			**$ 52.94**		
			Quarterly				**$ 213.42**	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	**$ 130.48**				
			Monthly		**$ 516.28**	**$ 460.97**		
			Quarterly				**$ 1,280.67**	
			Semi-Annually					**$ 2,420.57**
	Trees	Cost ($) / Service Visit	Monthly	**$ 35.90**				
			Quarterly		**$ 99.41**			
			Encroachments & Hazards Only			**$ 356.20**	**$ 356.20**	
			TOTAL					

Site	**Service Item**	**Unit of Bid**	**Frequency of Service**	**Service Level**				
				A	**B**	**C**	**D**	**F**
	Turf Maintenance							
LMD-12 (Standard Pacific)	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly					
			Every 2 Weeks					
			Every Third Week					

			Monthly				
			Quarterly				
	Aerate	Cost ($) / Service Visit	3x Per Year				
			Annually				
	Dethatch	Cost ($) / Service Visit	Annually				
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually				
			Annually				
	Fertilization						
	Turf	Cost ($) / Service Visit	Quarterly				
			Bi-Annually				
			Annually				
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	**$ 10.40**			
			Quarterly		**$ 10.40**		
			Bi-Annually			**$ 10.40**	
			Annually				**$ 10.40**
	Trash and Debris Removal						
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All services listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	**$ 1.85**			
			Weekly		**$ 7.79**	**$ 7.79**	**$ 7.79**
	Graffiti						
	Inspect and Remove	Cost ($) / Service Visit	Daily	**$ 0.03**			
			Weekly		**$ 0.15**		
			Every Two Weeks			**$ 0.27**	
			Monthly				**$ 0.54**
	Pest Control						
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	**$ 88.75**	**$ 88.75**	**$ 88.75**	**$ 88.75**
	Weed Control						

	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 1.41				
			Every 2 Weeks		$ 13.06			
			Every Third Week			$ 17.54		
			Monthly				$ 23.57	
			Quarterly					$ 67.19
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 1.08				
			Every 2 Weeks		$ 9.96			
			Every Third Week			$ 13.39		
			Quarterly				$ 53.97	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 49.56				
			Monthly		$ 198.26	$ 177.60		
			Quarterly				$ 495.64	
			Semi-Annually					$ 941.72
	Trees	Cost ($) / Service Visit	Monthly	$ 13.97				
			Quarterly		$ 38.67			
			Encroachments & Hazards Only			$ 138.58	$ 138.58	
			TOTAL					

Site	**Service Item**	**Unit of Bid**	**Frequency of Service**	**Service Level**				
				A	**B**	**C**	**D**	**F**
	Turf Maintenance							
LMD 13 (Le Village)	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	$ 16.52				
			Every 2 Weeks		$ 24.77			
			Every Third Week			$ 31.44		
			Monthly				$ 33.03	
			Quarterly					$ 66.07
	Aerate	Cost ($) / Service Visit	3x Per Year	$ 12.49				
			Annually		$ 12.49	$ 12.49	$ 12.49	
	Dethatch	Cost ($) / Service	Annually	$ 96.95	$ 96.95	$ 96.95		

		Visit					
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	$ 0.93			
			Annually		$ 0.93	$ 0.93	
	Fertilization						
	Turf	Cost ($) / Service Visit	Quarterly	$ 12.06			
			Bi-Annually		$ 12.06		
			Annually			$ 12.06	$ 12.06
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	$ 14.00			
			Quarterly		$ 14.00		
			Bi-Annually			$ 14.00	
			Annually				$ 14.00
	Trash and Debris Removal						
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All services listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	$ 4.26			
			Weekly		$ 17.94	$ 17.94	$ 17.94
	Graffiti						
	Inspect and Remove	Cost ($) / Service Visit	Daily	$ 0.07			
			Weekly		$ 0.34		
			Every Two Weeks			$ 0.62	
			Monthly				$ 1.24
	Pest Control						
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 119.46	$ 119.46	$ 119.46	$ 119.46
	Weed Control						
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 3.26			
			Every 2 Weeks		$ 30.08		
			Every Third Week			$ 40.42	
			Monthly				$ 54.32

			Quarterly					$ 154.80
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 2.49				
			Every 2 Weeks		$ 22.96			
			Every Third Week			$ 30.85		
			Quarterly				$ 124.34	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 66.72				
			Monthly		$ 266.88	$ 239.08		
			Quarterly				$ 667.19	
			Semi-Annually					$ 1,267.67
	Trees	Cost ($) / Service Visit	Monthly	$ 18.80				
			Quarterly		$ 52.06			
			Encroachments & Hazards Only			$ 186.54	$ 186.54	
			TOTAL					
Site	**Service Item**	**Unit of Bid**	**Frequency of Service**	**Service Level**				
				A	**B**	**C**	**D**	**F**
	Turf Maintenance							
LMD 14 (California Cove)	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	$ 38.67				
			Every 2 Weeks		$ 58.01			
			Every Third Week			$ 73.63		
			Monthly				$ 77.34	
			Quarterly					$ 154.69
	Aerate	Cost ($) / Service Visit	3x Per Year	$ 29.24				
			Annually		$ 29.24	$ 29.24	$ 29.24	
	Dethatch	Cost ($) / Service Visit	Annually	$ 227.01	$ 227.01	$ 227.01		
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	$ 2.17				
			Annually		$ 2.17	$ 2.17		
	Fertilization							
	Turf	Cost ($) /	Quarterly	$ 28.23				

		Service Visit	Bi-Annually		$ 28.23		
			Annually			$ 28.23	$ 28.23
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	$ 77.56			
			Quarterly		$ 77.56		
			Bi-Annually			$ 77.57	
			Annually				$ 77.56
	Trash and Debris Removal						
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All services listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	$ 17.94			
			Weekly		$ 75.55	$ 75.55	$ 75.55
	Graffiti						
	Inspect and Remove	Cost ($) / Service Visit	Daily	$ 0.31			
			Weekly		$ 1.45		
			Every Two Weeks			$ 2.59	
			Monthly				$ 5.22
	Pest Control						
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 661.95	$ 661.95	$ 661.95	$ 661.95
	Weed Control						
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 13.72			
			Every 2 Weeks		$ 126.67		
			Every Third Week			$ 170.21	
			Monthly				$ 228.71
			Quarterly				$ 651.83
	Irrigation						
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 10.47			
			Every 2 Weeks		$ 96.66		

			Every Third Week			$ 129.89		
			Quarterly				$ 523.57	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 369.70				
			Monthly		$ 1,478.79	$ 1,324.75		
			Quarterly				$ 3,696.98	
			Semi-Annually					$ 7,024.25
	Trees	Cost ($) / Service Visit	Monthly	$ 104.17				
			Quarterly		$ 288.46			
			Encroachments & Hazards Only			$ 1,033.65	$ 1,033.65	
			TOTAL					
Site	**Service Item**	**Unit of Bid**	**Frequency of Service**	**Service Level**				
				A	**B**	**C**	**D**	**F**
	Turf Maintenance							
LMD 16 (California Lighthouse)	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly					
			Every 2 Weeks					
			Every Third Week					
			Monthly					
			Quarterly					
	Aerate	Cost ($) / Service Visit	3x Per Year					
			Annually					
	Dethatch	Cost ($) / Service Visit	Annually					
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually					
			Annually					
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly					
			Bi-Annually					
			Annually					
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	$ 59.08				
			Quarterly		$ 59.08			
			Bi-Annually			$ 59.08		

			Annually				$ 59.08	
	Trash and Debris Removal							
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All services listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	$ 10.51				
			Weekly		$ 44.25	$ 44.25	$ 44.25	
	Graffiti							
	Inspect and Remove	Cost ($) / Service Visit	Daily	$ 0.18				
			Weekly		$ 0.85			
			Every Two Weeks			$ 1.52		
			Monthly				$ 3.06	
	Pest Control							
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 504.22	$ 504.22	$ 504.22	$ 504.22	
	Weed Control							
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 8.04				
			Every 2 Weeks		$ 74.18			
			Every Third Week			$ 99.68		
			Monthly				$ 133.94	
			Quarterly					$ 381.72
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 6.13				
			Every 2 Weeks		$ 56.61			
			Every Third Week			$ 76.06		
			Quarterly				$ 306.62	
	Pruning and Trimming							
	Groundcover, Vines, and	Cost ($) /	Weekly	$ 281.60				

	Shrubs	Service Visit	Monthly		$ 1,126.41	$ 1,009.07		
			Quarterly				$ 2,816.01	
			Semi-Annually					$ 5,350.43
	Trees	Cost ($) / Service Visit	Monthly	$ 79.34				
			Quarterly		$ 219.72			
			Encroachments & Hazards Only			$ 787.34	$ 787.34	
	TOTAL							

Site	Service Item	Unit of Bid	Frequency of Service	Service Level				
				A	B	C	D	F
	Turf Maintenance							
LMD 23 (Greystone)	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly					
			Every 2 Weeks					
			Every Third Week					
			Monthly					
			Quarterly					
	Aerate	Cost ($) / Service Visit	3x Per Year					
			Annually					
	Dethatch	Cost ($) / Service Visit	Annually					
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually					
			Annually					
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly					
			Bi-Annually					
			Annually					
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	$ 8.37				
			Quarterly		$ 8.37			
			Bi-Annually			$ 8.37		
			Annually				$ 8.37	
	Trash and Debris Removal							

	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All services listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	$ 1.49				
			Weekly		$ 6.27	$ 6.27	$ 6.27	
	Graffiti							
	Inspect and Remove	Cost ($) / Service Visit	Daily	$ 0.03				
			Weekly		$ 0.12			
			Every Two Weeks			$ 0.22		
			Monthly				$ 0.43	
	Pest Control							
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 71.42	$ 71.42	$ 71.42	$ 71.42	
	Weed Control							
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 1.14				
			Every 2 Weeks		$ 10.51			
			Every Third Week			$ 14.12		
			Monthly				$ 18.97	
			Quarterly					$ 54.07
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 0.87				
			Every 2 Weeks		$ 8.02			
			Every Third Week			$ 10.77		
			Quarterly				$ 43.43	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 39.89				
			Monthly		$ 159.55	$ 142.93		
			Quarterly				$ 398.87	
			Semi-					$ 757.85

			Annually					
	Trees	Cost ($) / Service Visit	Monthly	$ 11.24				
			Quarterly		$ 31.12			
			Encroachments & Hazards Only			$ 111.52	$ 111.52	
			TOTAL					
Site	**Service Item**	**Unit of Bid**	**Frequency of Service**	**Service Level**				
				A	**B**	**C**	**D**	**F**
	Turf Maintenance							
LMD 24 (Vineyards)	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly					
			Every 2 Weeks					
			Every Third Week					
			Monthly					
			Quarterly					
	Aerate	Cost ($) / Service Visit	3x Per Year					
			Annually					
	Dethatch	Cost ($) / Service Visit	Annually					
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually					
			Annually					
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly					
			Bi-Annually					
			Annually					
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	$ 19.78				
			Quarterly		$ 19.78			
			Bi-Annually			$ 19.78		
			Annually				$ 19.78	
	Trash and Debris Removal							
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All services	Cost ($) / Service Visit	Daily	$ 3.52				

	listed in section 4000-1 and 4000-2)		Weekly		$ 14.81	$ 14.81	$ 14.81	
	Graffiti							
	Inspect and Remove	Cost ($) / Service Visit	Daily	$ 0.06				
			Weekly		$ 0.28			
			Every Two Weeks			$ 0.51		
			Monthly				$ 1.02	
	Pest Control							
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 168.80	$ 168.80	$ 168.80	$ 168.80	
	Weed Control							
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 2.69				
			Every 2 Weeks		$ 24.83			
			Every Third Week			$ 33.37		
			Monthly				$ 44.84	
			Quarterly					$ 127.80
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 2.05				
			Every 2 Weeks		$ 18.95			
			Every Third Week			$ 25.46		
			Quarterly				$ 102.65	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 94.28				
			Monthly		$ 377.10	$ 337.82		
			Quarterly				$ 942.75	
			Semi-Annually					$ 1,791.23
	Trees	Cost ($) / Service Visit	Monthly	$ 26.56				
			Quarterly		$ 73.56			
			Encroachments & Hazards			$ 263.59	$ 263.59	

			Only					
			TOTAL					
Site	**Service Item**	**Unit of Bid**	**Frequency of Service**	**Service Level**				
				A	**B**	**C**	**D**	**F**
	Turf Maintenance							
LMD 25 (The Pointe)	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	**$ 14.70**				
			Every 2 Weeks		**$ 22.05**			
			Every Third Week			**$ 27.99**		
			Monthly				**$ 29.40**	
			Quarterly					**$ 58.80**
	Aerate	Cost ($) / Service Visit	3x Per Year	**$ 11.11**				
			Annually		**$ 11.11**	**$ 11.11**	**$ 11.11**	
	Dethatch	Cost ($) / Service Visit	Annually	**$ 86.29**	**$ 86.29**	**$ 86.29**		
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	**$ 0.83**				
			Annually		**$ 0.83**	**$ 0.83**		
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly	**$ 10.73**				
			Bi-Annually		**$ 10.73**			
			Annually			**$ 10.73**	**$ 10.73**	
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	**$ 18.68**				
			Quarterly		**$ 18.68**			
			Bi-Annually			**$ 18.68**		
			Annually				**$ 18.68**	
	Trash and Debris Removal							
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All services listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	**$ 4.90**				
			Weekly		**$ 20.63**	**$ 20.63**	**$ 20.63**	

	Graffiti							
	Inspect and Remove	Cost ($) / Service Visit	Daily	**$ 0.09**				
			Weekly		**$ 0.39**			
			Every Two Weeks			**$ 0.71**		
			Monthly				**$ 1.43**	
	Pest Control							
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	**$ 159.40**	**$ 159.40**	**$ 159.40**	**$ 159.40**	
	Weed Control							
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	**$ 3.75**				
			Every 2 Weeks		**$ 34.58**			
			Every Third Week			**$ 46.47**		
			Monthly				**$ 62.44**	
			Quarterly					**$ 177.95**
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	**$ 2.86**				
			Every 2 Weeks		**$ 26.39**			
			Every Third Week			**$ 35.46**		
			Quarterly				**$ 142.94**	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	**$ 89.02**				
			Monthly		**$ 356.10**	**$ 319.00**		
			Quarterly				**$ 890.24**	
			Semi-Annually					**$ 1,691.46**
	Trees	Cost ($) / Service Visit	Monthly	**$ 25.08**				
			Quarterly		**$ 69.46**			
			Encroachments & Hazards Only			**$ 248.91**	**$ 248.91**	
			TOTAL					

Site	Service Item	Unit of Bid	Frequency of Service	Service Level				
				A	B	C	D	F
	Turf Maintenance							
LMD 27 (Rose Island)	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	**$ 33.57**				
			Every 2 Weeks		**$ 50.35**			
			Every Third Week			**$ 63.90**		
			Monthly				**$ 67.13**	
			Quarterly					**$ 134.26**
	Aerate	Cost ($) / Service Visit	3x Per Year	**$ 25.38**				
			Annually		**$ 25.38**	**$ 25.38**	**$ 25.38**	
	Dethatch	Cost ($) / Service Visit	Annually	**$ 197.04**	**$ 197.04**	**$ 197.04**		
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	**$ 1.89**				
			Annually		**$ 1.89**	**$ 1.89**		
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly	**$ 24.50**				
			Bi-Annually		**$ 24.50**			
			Annually			**$ 24.50**	**$ 24.50**	
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	**$ 25.43**				
			Quarterly		**$ 25.43**			
			Bi-Annually			**$ 25.44**		
			Annually				**$ 25.43**	
	Trash and Debris Removal							
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All services listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	**$ 8.12**				
			Weekly		**$ 34.21**	**$ 34.21**	**$ 34.21**	
	Graffiti							
	Inspect and Remove	Cost ($) / Service	Daily	**$ 0.14**				
			Weekly		**$ 0.65**			

		Visit	Every Two Weeks			$ 1.17		
			Monthly				$ 2.36	
	Pest Control							
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 217.06	$ 217.06	$ 217.06	$ 217.06	
	Weed Control							
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 6.21				
			Every 2 Weeks		$ 57.35			
			Every Third Week			$ 77.07		
			Monthly				$ 103.55	
			Quarterly					$ 295.12
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 4.74				
			Every 2 Weeks		$ 43.76			
			Every Third Week			$ 58.81		
			Quarterly				$ 237.05	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 121.23				
			Monthly		$ 484.91	$ 434.40		
			Quarterly				$ 1,212.29	
			Semi-Annually					$ 2,303.34
	Trees	Cost ($) / Service Visit	Monthly	$ 34.16				
			Quarterly		$ 94.59			
			Encroachments & Hazards Only			$ 338.95	$ 338.95	
			Report Only					$ 74.88
			TOTAL					

Site	Service Item	Unit of Bid	Frequency of Service	Service Level A	B	C	D	F
	Turf Maintenance							
LMD 28	Mowing, Edging, and	Cost ($) /	Weekly	$ 26.20				

(Harborside)	Trimming	Service Visit	Every 2 Weeks		**$ 39.30**			
			Every Third Week			**$ 49.88**		
			Monthly				**$ 52.40**	
			Quarterly					**$ 104.80**
	Aerate	Cost ($) / Service Visit	3x Per Year	**$ 19.81**				
			Annually		**$ 19.81**	**$ 19.81**	**$ 19.81**	
	Dethatch	Cost ($) / Service Visit	Annually	**$ 153.80**	**$ 153.80**	**$ 153.80**		
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	**$ 1.47**				
			Annually		**$ 1.47**	**$ 1.47**		
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly	**$ 19.13**				
			Bi-Annually		**$ 19.13**			
			Annually			**$ 19.13**	**$ 19.13**	
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	**$ 62.29**				
			Quarterly		**$ 62.29**			
			Bi-Annually			**$ 62.30**		
			Annually				**$ 62.29**	
	Trash and Debris Removal							
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All services listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	**$ 13.89**				
			Weekly		**$ 58.48**	**$ 58.48**	**$ 58.48**	
	Graffiti							
	Inspect and Remove	Cost ($) / Service Visit	Daily	**$ 0.24**				
			Weekly		**$ 1.12**			
			Every Two Weeks			**$ 2.01**		
			Monthly				**$ 4.04**	
	Pest Control							

	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 531.63	$ 531.63	$ 531.63	$ 531.63	
	Weed Control							
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 10.62				
			Every 2 Weeks		$ 98.05			
			Every Third Week			$ 131.76		
			Monthly				$ 177.04	
			Quarterly					$ 504.56
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 8.11				
			Every 2 Weeks		$ 74.82			
			Every Third Week			$ 100.54		
			Quarterly				$ 405.29	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 296.91				
			Monthly		$ 1,187.64	$ 1,063.93		
			Quarterly				$ 2,969.10	
			Semi-Annually					$ 5,641.30
	Trees	Cost ($) / Service Visit	Monthly	$ 83.66				
			Quarterly		$ 231.67			
			Encroachments & Hazards Only			$ 830.14	$ 830.14	
			TOTAL					

Site	**Service Item**	**Unit of Bid**	**Frequency of Service**	**Service Level**				
				A	**B**	**C**	**D**	**F**
	Turf Maintenance							
LMD 30 (Haas Automation)	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly					
			Every 2 Weeks					
			Every Third Week					
			Monthly					

			Quarterly				
	Aerate	Cost ($) / Service Visit	3x Per Year				
			Annually				
	Dethatch	Cost ($) / Service Visit	Annually				
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually				
			Annually				
	Fertilization						
	Turf	Cost ($) / Service Visit	Quarterly				
			Bi-Annually				
			Annually				
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	**$ 87.89**			
			Quarterly		**$ 87.89**		
			Bi-Annually			**$ 87.89**	
			Annually				**$ 87.89**
	Trash and Debris Removal						
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All services listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	**$ 15.63**			
			Weekly		**$ 65.82**	**$ 65.82**	**$ 65.82**
	Graffiti						
	Inspect and Remove	Cost ($) / Service Visit	Daily	**$ 0.27**			
			Weekly		**$ 1.26**		
			Every Two Weeks			**$ 2.26**	
			Monthly				**$ 4.55**
	Pest Control						
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	**$ 750.05**	**$ 750.05**	**$ 750.05**	**$ 750.05**
	Weed Control						
	Complete control and/or	Cost ($) /	Daily	**$ 11.95**			

	eradication of all weeds within the landscape as scheduled	Service Visit	Every 2 Weeks		$ 110.35			
			Every Third Week			$ 148.28		
			Monthly				$ 199.24	
			Quarterly					$ 567.84
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 9.12				
			Every 2 Weeks		$ 84.20			
			Every Third Week			$ 113.15		
			Quarterly				$ 456.11	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 418.90				
			Monthly		$ 1,675.60	$ 1,501.06		
			Quarterly				$ 4,189.00	
			Semi-Annually					$ 7,959.09
	Trees	Cost ($) / Service Visit	Monthly	$ 118.03				
			Quarterly		$ 326.85			
			Encroachments & Hazards Only			$ 1,171.22	$ 1,171.22	
			TOTAL					

Site	Service Item	Unit of Bid	Frequency of Service	Service Level				
				A	B	C	D	F
	Turf Maintenance							
LMD 31 (Rancho de la Rosa)	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	$ 131.81				
			Every 2 Weeks		$ 197.71			
			Every Third Week			$ 250.94		
			Monthly				$ 263.62	
			Quarterly					$ 527.24
	Aerate	Cost ($) / Service Visit	3x Per Year	$ 99.66				
			Annually		$ 99.66	$ 99.66	$ 99.66	

	Dethatch	Cost ($) / Service Visit	Annually	$ 773.74	$ 773.74	$ 773.74	
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	$ 7.40			
			Annually		$ 7.40	$ 7.40	
	Fertilization						
	Turf	Cost ($) / Service Visit	Quarterly	$ 96.22			
			Bi-Annually		$ 96.22		
			Annually			$ 96.22	$ 96.22
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	$ 40.13			
			Quarterly		$ 40.12		
			Bi-Annually			$ 40.13	
			Annually				$ 40.12
	Trash and Debris Removal						
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All services listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	$ 21.27			
			Weekly		$ 89.58	$ 89.58	$ 89.58
	Graffiti						
	Inspect and Remove	Cost ($) / Service Visit	Daily	$ 0.37			
			Weekly		$ 1.71		
			Every Two Weeks			$ 3.07	
			Monthly				$ 6.19
	Pest Control						
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 342.44	$ 342.44	$ 342.44	$ 342.44
	Weed Control						
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 16.27			
			Every 2 Weeks		$ 150.19		
			Every Third Week			$ 201.81	

			Monthly				$ 271.17	
			Quarterly					$ 772.84
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 12.42				
			Every 2 Weeks		$ 114.61			
			Every Third Week			$ 154.00		
			Quarterly				$ 620.78	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 191.25				
			Monthly		$ 765.00	$ 685.32		
			Quarterly				$ 1,912.51	
			Semi-Annually					$ 3,633.76
	Trees	Cost ($) / Service Visit	Monthly	$ 53.89				
			Quarterly		$ 149.23			
			Encroachments & Hazards Only			$ 534.73	$ 534.73	
			TOTAL					
Site	**Service Item**	**Unit of Bid**	**Frequency of Service**	**Service Level**				
				A	**B**	**C**	**D**	**F**
	Turf Maintenance							
LMD 32 (Oak Park)	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	$ 38.65				
			Every 2 Weeks		$ 57.97			
			Every Third Week			$ 73.58		
			Monthly				$ 77.29	
			Quarterly					$ 154.59
	Aerate	Cost ($) / Service Visit	3x Per Year	$ 29.22				
			Annually		$ 29.22	$ 29.22	$ 29.22	
	Dethatch	Cost ($) / Service Visit	Annually	$ 226.86	$ 226.86	$ 226.86		
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	$ 2.17				
			Annually		$ 2.17	$ 2.17		
	Fertilization							

	Turf	Cost ($) / Service Visit	Quarterly	$ 28.21			
			Bi-Annually		$ 28.21		
			Annually			$ 28.21	$ 28.21
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	$ 17.15			
			Quarterly		$ 17.15		
			Bi-Annually			$ 17.16	
			Annually				$ 17.15
	Trash and Debris Removal						
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All services listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	$ 7.19			
			Weekly		$ 30.30	$ 30.30	$ 30.30
	Graffiti						
	Inspect and Remove	Cost ($) / Service Visit	Daily	$ 0.13			
			Weekly		$ 0.58		
			Every Two Weeks			$ 1.04	
			Monthly				$ 2.09
	Pest Control						
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 146.39	$ 146.39	$ 146.39	$ 146.39
	Weed Control						
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 5.50			
			Every 2 Weeks		$ 50.80		
			Every Third Week			$ 68.26	
			Monthly				$ 91.72
			Quarterly				$ 261.41
	Irrigation						
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 4.20			
			Every 2 Weeks		$ 38.77		

			Every Third Week			$ 52.09		
			Quarterly				$ 209.98	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 81.76				
			Monthly		$ 327.04	$ 292.97		
			Quarterly				$ 817.59	
			Semi-Annually					$ 1,553.43
	Trees	Cost ($) / Service Visit	Monthly	$ 23.04				
			Quarterly		$ 63.79			
			Encroachments & Hazards Only			$ 228.59	$ 228.59	
			TOTAL					
Site	**Service Item**	**Unit of Bid**	**Frequency of Service**	**Service Level**				
				A	**B**	**C**	**D**	**F**
	Turf Maintenance							
LMD 33(El Paseo)	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	$41.35				
			Every 2 Weeks		$62.03			
			Every Third Week			$ 78.73		
			Monthly				$ 82.71	
			Quarterly					$ 165.42
	Aerate	Cost ($) / Service Visit	3x Per Year	$ 31.27				
			Annually		$ 31.27	$ 31.27	$ 31.27	
	Dethatch	Cost ($) / Service Visit	Annually	$ 242.76	$ 242.76	$ 242.76		
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	$ 2.32				
			Annually		$ 2.32	$ 2.32		
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly	$ 30.19				
			Bi-Annually		$ 30.19			
			Annually			$ 30.19	$ 30.19	
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	$ 31.16				
			Quarterly		$ 31.16			
			Bi-Annually			$ 31.16		

			Annually				$ 31.16	
	Trash and Debris Removal							
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All services listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	$ 9.98				
			Weekly		$ 42.01	$ 42.01	$ 42.01	
	Graffiti							
	Inspect and Remove	Cost ($) / Service Visit	Daily	$ 0.17				
			Weekly		$ 0.80			
			Every Two Weeks			$ 1.44		
			Monthly				$ 2.90	
	Pest Control							
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 265.92	$ 265.92	$ 265.92	$ 265.92	
	Weed Control							
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 7.63				
			Every 2 Weeks		$ 70.44			
			Every Third Week			$ 94.65		
			Monthly				$ 127.18	
			Quarterly					$ 362.46
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 5.82				
			Every 2 Weeks		$ 53.75			
			Every Third Week			$ 72.23		
			Quarterly				$ 291.14	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service	Weekly	$ 148.52				
			Monthly		$ 594.06	$ 532.18		

		Visit	Quarterly				$ 1,485.16	
			Semi-Annually					$ 2,821.80
	Trees	Cost ($) / Service Visit	Monthly	$ 41.85				
			Quarterly		$ 115.88			
			Encroachments & Hazards Only			$ 415.24	$ 415.24	
			TOTAL					
Site	**Service Item**	**Unit of Bid**	**Frequency of Service**	**Service Level**				
				A	**B**	**C**	**D**	**F**
	Turf Maintenance							
LMD 34 (Sunrise Point/ Sunset Cove)	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	$ 68.67				
			Every 2 Weeks		$ 103.01			
			Every Third Week			$ 130.74		
			Monthly				$ 137.35	
			Quarterly					$ 274.70
	Aerate	Cost ($) / Service Visit	3x Per Year	$ 51.93				
			Annually		$ 51.93	$ 51.93	$ 51.93	
	Dethatch	Cost ($) / Service Visit	Annually	$ 403.13	$ 403.13	$ 403.13		
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	$ 3.86				
			Annually		$ 3.86	$ 3.86		
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly	$ 50.13				
			Bi-Annually		$ 50.13			
			Annually			$ 50.13	$ 50.13	
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	$ 39.02				
			Quarterly		$ 39.02			
			Bi-Annually			$ 39.03		
			Annually				$ 39.02	
	Trash and Debris Removal							
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All services	Cost ($) / Service Visit	Daily	$ 14.30				

	listed in section 4000-1 and 4000-2)		Weekly		$ 60.24	$ 60.24	$ 60.24	
	Graffiti							
	Inspect and Remove	Cost ($) / Service Visit	Daily	$ 0.25				
			Weekly		$ 1.15			
			Every Two Weeks			$ 2.07		
			Monthly				$ 4.16	
	Pest Control							
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 333.04	$ 333.04	$ 333.04	$ 333.04	
	Weed Control							
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 10.94				
			Every 2 Weeks		$ 101.00			
			Every Third Week			$ 135.72		
			Monthly				$ 182.36	
			Quarterly					$ 519.72
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 8.35				
			Every 2 Weeks		$ 77.07			
			Every Third Week			$ 103.56		
			Quarterly				$ 417.46	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 186.00				
			Monthly		$ 744.00	$ 666.50		
			Quarterly				$ 1,859.99	
			Semi-Annually					$ 3,533.99
	Trees	Cost ($) / Service Visit	Monthly	$ 52.41				
			Quarterly		$ 145.13			
			Encroachments & Hazards			$ 520.04	$ 520.04	

			Only					
			TOTAL					
Site	**Service Item**	**Unit of Bid**	**Frequency of Service**	**Service Level**				
				A	**B**	**C**	**D**	**F**
	Turf Maintenance							
LMD 36 (Villa Santa Cruz/Villa Carmel)	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	**$ 434.08**				
			Every 2 Weeks		**$ 651.12**			
			Every Third Week			**$ 826.42**		
			Monthly				**$ 868.15**	
			Quarterly					**$ 1,736.31**
	Aerate	Cost ($) / Service Visit	3x Per Year	**$ 328.22**				
			Annually		**$ 328.22**	**$ 328.22**	**$ 328.22**	
	Dethatch	Cost ($) / Service Visit	Annually	**$ 2,548.10**	**$ 2,548.10**	**$ 2,548.10**		
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	**$ 24.38**				
			Annually		**$ 24.38**	**$ 24.38**		
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly	**$ 316.87**				
			Bi-Annually		**$ 316.87**			
			Annually			**$ 316.86**	**$ 316.86**	
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	**$ 116.47**				
			Quarterly		**$ 116.46**			
			Bi-Annually			**$ 116.47**		
			Annually				**$ 116.46**	
	Trash and Debris Removal							
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All services listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	**$ 67.26**				
			Weekly		**$ 283.27**	**$ 283.27**	**$ 283.27**	

	Graffiti							
	Inspect and Remove	Cost ($) / Service Visit	Daily	**$ 1.17**				
			Weekly		**$ 5.42**			
			Every Two Weeks			**$ 9.71**		
			Monthly				**$ 19.58**	
	Pest Control							
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	**$ 993.95**	**$ 993.95**	**$ 993.95**	**$ 993.95**	
	Weed Control							
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	**$ 51.45**				
			Every 2 Weeks		**$ 474.92**			
			Every Third Week			**$ 638.17**		
			Monthly				**$ 857.49**	
			Quarterly					**$ 2,443.85**
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	**$ 39.26**				
			Every 2 Weeks		**$ 362.40**			
			Every Third Week			**$ 486.98**		
			Quarterly				**$ 1,963.00**	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	**$ 555.11**				
			Monthly		**$ 2,220.45**	**$ 1,989.15**		
			Quarterly				**$ 5,551.12**	
			Semi-Annually					**$ 10,547.13**
	Trees	Cost ($) / Service Visit	Monthly	**$ 156.41**				
			Quarterly		**$ 433.13**			
			Encroachments & Hazards Only			**$ 1,552.06**	**$ 1,552.06**	
			TOTAL					

Site	Service Item	Unit of Bid	Frequency of Service	Service Level				
				A	B	C	D	F
	Turf Maintenance							
LMD 37 (Pacific Breeze)	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	**$ 9.82**				
			Every 2 Weeks		**$ 14.72**			
			Every Third Week			**$ 18.69**		
			Monthly				**$ 19.63**	
			Quarterly					**$ 39.26**
	Aerate	Cost ($) / Service Visit	3x Per Year	**$ 7.42**				
			Annually		**$ 7.42**	**$ 7.42**	**$ 7.42**	
	Dethatch	Cost ($) / Service Visit	Annually	**$ 57.62**	**$ 57.62**	**$ 57.62**		
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	**$ 0.55**				
			Annually		**$ 0.55**	**$ 0.55**		
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly	**$ 7.17**				
			Bi-Annually		**$ 7.17**			
			Annually			**$ 7.17**	**$ 7.17**	
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	**$ 13.38**				
			Quarterly		**$ 13.38**			
			Bi-Annually			**$ 13.39**		
			Annually				**$ 13.38**	
	Trash and Debris Removal							
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All services listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	**$ 3.43**				
			Weekly		**$ 14.46**	**$ 14.46**	**$ 14.46**	
	Graffiti							
	Inspect and Remove	Cost ($) / Service Visit	Daily	**$ 0.06**				
			Weekly		**$ 0.28**			
			Every Two Weeks			**$ 0.50**		

			Monthly				$ 1.00	
	Pest Control							
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 114.21	$ 114.21	$ 114.21	$ 114.21	
	Weed Control							
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 2.63				
			Every 2 Weeks		$ 24.24			
			Every Third Week			$ 32.57		
			Monthly				$ 43.76	
			Quarterly					$ 124.71
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 2.00				
			Every 2 Weeks		$ 18.49			
			Every Third Week			$ 24.85		
			Quarterly				$ 100.18	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 63.79				
			Monthly		$ 255.15	$ 228.57		
			Quarterly				$ 637.87	
			Semi-Annually					$ 1,211.96
	Trees	Cost ($) / Service Visit	Monthly	$ 17.97				
			Quarterly		$ 49.77			
			Encroachments & Hazards Only			$ 178.35	$ 178.35	
			TOTAL					

Site	**Service Item**	**Unit of Bid**	**Frequency of Service**	**Service Level**				
				A	**B**	**C**	**D**	**F**
	Turf Maintenance							
LMD 38 (Aldea Del Mar)	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	$ 73.10				
			Every 2 Weeks		$ 109.65			
			Every Third Week			$ 139.17		

			Monthly				$ 146.20	
			Quarterly					$ 292.40
	Aerate	Cost ($) / Service Visit	3x Per Year	$ 55.27				
			Annually		$ 55.27	$ 55.27	$ 55.27	
	Dethatch	Cost ($) / Service Visit	Annually	$ 429.10	$ 429.10	$ 429.10		
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	$ 4.11				
			Annually		$ 4.11	$ 4.11		
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly	$ 53.36				
			Bi-Annually		$ 53.36			
			Annually			$ 53.36	$ 53.36	
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	$ 80.59				
			Quarterly		$ 80.59			
			Bi-Annually			$ 80.59		
			Annually				$ 80.59	
	Trash and Debris Removal							
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All services listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	$ 22.17				
			Weekly		$ 93.37	$ 93.37	$ 93.37	
	Graffiti							
	Inspect and Remove	Cost ($) / Service Visit	Daily	$ 0.39				
			Weekly		$ 1.79			
			Every Two Weeks			$ 3.20		
			Monthly				$ 6.45	
	Pest Control							
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 687.77	$ 687.77	$ 687.77	$ 687.77	
	Weed Control							

	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 16.96				
			Every 2 Weeks		$ 156.54			
			Every Third Week			$ 210.35		
			Monthly				$ 282.64	
			Quarterly					$ 805.52
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 12.94				
			Every 2 Weeks		$ 119.45			
			Every Third Week			$ 160.51		
			Quarterly				$ 647.02	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 384.12				
			Monthly		$ 1,536.46	$ 1,376.41		
			Quarterly				$ 3,841.16	
			Semi-Annually					$ 7,298.20
	Trees	Cost ($) / Service Visit	Monthly	$ 108.23				
			Quarterly		$ 299.71			
			Encroachments & Hazards Only			$ 1,073.96	$ 1,073.96	
			TOTAL					
Site	**Service Item**	**Unit of Bid**	**Frequency of Service**	**Service Level**				
				A	**B**	**C**	**D**	**F**
	Turf Maintenance							
LMD 39 (El Sueno Promesa/ DR Horton)	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	$ 686.58				
			Every 2 Weeks		$ 1,029.87			
			Every Third Week			$ 1,307.15		
			Monthly				$ 1,373.17	
			Quarterly					$ 2,746.33
	Aerate	Cost ($) / Service Visit	3x Per Year	$ 519.14				
			Annually		$ 519.14	$ 519.14	$ 519.14	
	Dethatch	Cost ($) / Service Visit	Annually	$ 4,030.34	$ 4,030.34	$ 4,030.34		
	Overseed/Renovation	Cost ($) /	Bi-Annually	$ 38.56				

		Service Visit	Annually		$ 38.56	$ 38.56	
	Fertilization						
	Turf	Cost ($) / Service Visit	Quarterly	$ 501.19			
			Bi-Annually		$ 501.19		
			Annually			$ 501.19	$ 501.19
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	$ 147.73			
			Quarterly		$ 147.73		
			Bi-Annually			$ 147.73	
			Annually				$ 147.73
	Trash and Debris Removal						
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All services listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	$ 99.90			
			Weekly		$ 420.73	$ 420.73	$ 420.73
	Graffiti						
	Inspect and Remove	Cost ($) / Service Visit	Daily	$ 1.74			
			Weekly		$ 8.05		
			Every Two Weeks			$ 14.43	
			Monthly				$ 29.08
	Pest Control						
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 1,260.76	$ 1,260.76	$ 1,260.76	$ 1,260.76
	Weed Control						
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 76.42			
			Every 2 Weeks		$ 705.37		
			Every Third Week			$ 947.85	
			Monthly				$ 1,273.59
			Quarterly				$ 3,629.74
	Irrigation						

	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 58.31				
			Every 2 Weeks		$ 538.26			
			Every Third Week			$ 723.28		
			Quarterly				$ 2,915.55	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 704.13				
			Monthly		$ 2,816.51	$ 2,523.13		
			Quarterly				$ 7,041.29	
			Semi-Annually					$ 13,378.44
	Trees	Cost ($) / Service Visit	Monthly	$ 198.40				
			Quarterly		$ 549.41			
			Encroachments & Hazards Only			$ 1,968.70	$ 1,968.70	
			TOTAL					

Site	Service Item	Unit of Bid	Frequency of Service	Service Level				
				A	B	C	D	F
	Turf Maintenance							
LMD 40 (Cantada)	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	$ 129.08				
			Every 2 Weeks		$ 193.61			
			Every Third Week			$ 245.74		
			Monthly				$ 258.15	
			Quarterly					$ 516.30
	Aerate	Cost ($) / Service Visit	3x Per Year	$ 97.60				
			Annually		$ 97.60	$ 97.60	$ 97.60	
	Dethatch	Cost ($) / Service Visit	Annually	$ 757.69	$ 757.69	$ 757.69		
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	$ 7.25				
			Annually		$ 7.25	$ 7.25		
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly	$ 94.22				
			Bi-Annually		$ 94.22			
			Annually			$ 94.22	$ 94.22	
	Shrubs, Groundcover,	Cost ($) /	Monthly	$ 11.26				

	Vines, and Trees	Service Visit	Quarterly		$ 11.26		
			Bi-Annually			$ 11.26	
			Annually				$ 11.26
	Trash and Debris Removal						
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All services listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	$ 15.84			
			Weekly		$ 66.73	$ 66.73	$ 66.73
	Graffiti						
	Inspect and Remove	Cost ($) / Service Visit	Daily	$ 0.28			
			Weekly		$ 1.28		
			Every Two Weeks			$ 2.29	
			Monthly				$ 4.61
	Pest Control						
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 96.11	$ 96.11	$ 96.11	$ 96.11
	Weed Control						
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 12.12			
			Every 2 Weeks		$ 111.88		
			Every Third Week			$ 150.33	
			Monthly				$ 202.00
			Quarterly				$ 575.70
	Irrigation						
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 9.25			
			Every 2 Weeks		$ 85.37		
			Every Third Week			$ 114.72	
			Quarterly				$ 462.42
	Pruning and Trimming						
	Groundcover, Vines, and	Cost ($) /	Weekly	$ 53.67			

	Shrubs	Service Visit	Monthly		$ 214.70	$ 192.33		
			Quarterly				$ 536.74	
			Semi-Annually					$ 1,019.81
	Trees	Cost ($) / Service Visit	Monthly	$ 15.12				
			Quarterly		$ 41.88			
			Encroachments & Hazards Only			$ 150.07	$ 150.07	
			TOTAL					
Site	**Service Item**	**Unit of Bid**	**Frequency of Service**	**Service Level**				
				A	**B**	**C**	**D**	**F**
	Turf Maintenance							
LMD 41 (Pacific Cove)	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	$ 13.75				
			Every 2 Weeks		$ 20.63			
			Every Third Week			$ 26.18		
			Monthly				$ 27.51	
			Quarterly					$ 55.02
	Aerate	Cost ($) / Service Visit	3x Per Year	$ 10.40				
			Annually		$ 10.40	$ 10.40	$ 10.40	
	Dethatch	Cost ($) / Service Visit	Annually	$ 80.74	$ 80.74	$ 80.74		
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	$ 0.77				
			Annually		$ 0.77	$ 0.77		
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly	$ 10.04				
			Bi-Annually		$ 10.04			
			Annually			$ 10.04	$ 10.04	
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	$ 4.86				
			Quarterly		$ 4.86			
			Bi-Annually			$ 4.86		
			Annually				$ 4.86	
	Trash and Debris Removal							

	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All services listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	$ 2.34			
			Weekly		$ 9.85	$ 9.85	$ 9.85	
	Graffiti						
	Inspect and Remove	Cost ($) / Service Visit	Daily	$ 0.04			
			Weekly		$ 0.19		
			Every Two Weeks			$ 0.34	
			Monthly				$ 0.68
	Pest Control						
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 41.48	$ 41.48	$ 41.48	$ 41.48	
	Weed Control						
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 1.79			
			Every 2 Weeks		$ 16.52		
			Every Third Week			$ 22.19	
			Monthly				$ 29.82
			Quarterly					$ 85.00
	Irrigation						
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 1.37			
			Every 2 Weeks		$ 12.60		
			Every Third Week			$ 16.94	
			Quarterly				$ 68.27
	Pruning and Trimming						
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 23.17			
			Monthly		$ 92.67	$ 83.02	
			Quarterly				$ 231.68	
			Semi-Annually					$ 440.19

	Trees	Cost ($) / Service Visit	Monthly	$ 6.53				
			Quarterly		$ 18.08			
			Encroachments & Hazards Only			$ 64.78	$ 64.78	
			TOTAL					

Site	Service Item	Unit of Bid	Frequency of Service	Service Level				
				A	B	C	D	F
	Turf Maintenance							
LMD 42 (Cantabria / Coronado)	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	$ 207.82				
			Every 2 Weeks		$ 311.73			
			Every Third Week			$ 395.66		
			Monthly				$ 415.64	
			Quarterly					$ 831.28
	Aerate	Cost ($) / Service Visit	3x Per Year	$ 157.14				
			Annually		$ 157.14	$ 157.14	$ 157.14	
	Dethatch	Cost ($) / Service Visit	Annually	$ 1,219.94	$ 1,219.94	$ 1,219.94		
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	$ 11.67				
			Annually		$ 11.67	$ 11.67		
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly	$ 151.70				
			Bi-Annually		$ 151.71			
			Annually			$ 151.70	$ 151.70	
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	$ 124.01				
			Quarterly		$ 124.01			
			Bi-Annually			$ 124.02		
			Annually				$ 124.01	
	Trash and Debris Removal							

	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All services listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	$ 44.34				
			Weekly		$ 186.74	$ 186.74	$ 186.74	
	Graffiti							
	Inspect and Remove	Cost ($) / Service Visit	Daily	$ 0.77				
			Weekly		$ 3.57			
			Every Two Weeks			$ 6.40		
			Monthly				$ 12.91	
	Pest Control							
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 1,058.37	$ 1,058.37	$ 1,058.37	$ 1,058.37	
	Weed Control							
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 33.92				
			Every 2 Weeks		$ 313.07			
			Every Third Week			$ 420.69		
			Monthly				$ 565.27	
			Quarterly					$ 1,611.02
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 25.88				
			Every 2 Weeks		$ 238.90			
			Every Third Week			$ 321.02		
			Quarterly				$ 1,294.04	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 591.09				
			Monthly		$ 2,364.37	$ 2,118.08		
			Quarterly				$ 5,910.93	
			Semi-Annually					$ 11,230.76

	Trees	Cost ($) / Service Visit	Monthly	$ 166.55				
			Quarterly		$ 461.21			
			Encroachments & Hazards Only			$ 1,652.66	$ 1,652.66	
			TOTAL					
Site	**Service Item**	**Unit of Bid**	**Frequency of Service**	**Service Level**				
				A	**B**	**C**	**D**	**F**
	Turf Maintenance							
LMD 43 (Greenbelt)	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	$ 452.87				
			Every 2 Weeks		$ 679.30			
			Every Third Week			$ 862.19		
			Monthly				$ 905.73	
			Quarterly					$ 1,811.47
	Aerate	Cost ($) / Service Visit	3x Per Year	$ 342.42				
			Annually		$ 342.42	$ 342.42	$ 342.42	
	Dethatch	Cost ($) / Service Visit	Annually	$ 2,658.39	$ 2,658.39	$ 2,658.39		
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	$ 25.43				
			Annually		$ 25.43	$ 25.43		
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly	$ 330.58				
			Bi-Annually		$ 330.58			
			Annually			$ 330.58	$ 330.58	
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	$ 4.47				
			Quarterly		$ 4.47			
			Bi-Annually			$ 4.48		
			Annually				$ 4.47	
	Trash and Debris Removal							
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All services	Cost ($) / Service Visit	Daily	$ 49.36				

	listed in section 4000-1 and 4000-2)		Weekly		$ 207.89	$ 207.89	$ 207.89	
	Graffiti							
	Inspect and Remove	Cost ($) / Service Visit	Daily	$ 0.86				
			Weekly		$ 3.98			
			Every Two Weeks			$ 7.13		
			Monthly				$ 14.37	
	Pest Control							
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 38.18	$ 38.18	$ 38.18	$ 38.18	
	Weed Control							
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 37.76				
			Every 2 Weeks		$ 348.53			
			Every Third Week			$ 468.34		
			Monthly				$ 629.29	
			Quarterly					$ 1,793.49
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 28.81				
			Every 2 Weeks		$ 265.96			
			Every Third Week			$ 357.38		
			Quarterly				$ 1,440.60	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 21.32				
			Monthly		$ 85.29	$ 76.40		
			Quarterly				$ 213.21	
			Semi-Annually					$ 405.11
	Trees	Cost ($) / Service Visit	Monthly	$ 6.01				
			Quarterly		$ 16.64			
			Encroachments & Hazards			$ 59.61	$ 59.61	

			Only					
			TOTAL					
Site	**Service Item**	**Unit of Bid**	**Frequency of Service**	**Service Level**				
				A	**B**	**C**	**D**	**F**
	Turf Maintenance							
LMD 46 (Daily Ranch)	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	**$ 127.89**				
			Every 2 Weeks		**$ 191.84**			
			Every Third Week			**$ 243.48**		
			Monthly				**$ 255.78**	
			Quarterly					**$ 511.56**
	Aerate	Cost ($) / Service Visit	3x Per Year	**$ 96.70**				
			Annually		**$ 96.70**	**$ 96.70**	**$ 96.70**	
	Dethatch	Cost ($) / Service Visit	Annually	**$ 750.74**	**$ 750.74**	**$ 750.74**		
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	**$ 7.18**				
			Annually		**$ 7.18**	**$ 7.18**		
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly	**$ 93.36**				
			Bi-Annually		**$ 93.36**			
			Annually			**$ 93.36**	**$ 93.36**	
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	**$ 155.18**				
			Quarterly		**$ 155.18**			
			Bi-Annually			**$ 155.19**		
			Annually				**$ 155.18**	
	Trash and Debris Removal							
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All services	Cost ($) / Service Visit	Daily	**$ 41.31**				

	listed in section 4000-1 and 4000-2)		Weekly		$ 173.98	$ 173.98	$173.98	
	Graffiti							
	Inspect and Remove	Cost ($) / Service Visit	Daily	$ 0.72				
			Weekly		$ 3.33			
			Every Two Weeks			$ 5.97		
			Monthly				$ 12.02	
	Pest Control							
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 1,324.39	$ 1,324.39	$ 1,324.39	$1,324.39	
	Weed Control							
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 31.60				
			Every 2 Weeks		$ 291.69			
			Every Third Week			$ 391.95		
			Monthly				$526.66	
			Quarterly					$ 1,500.97
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 24.11				
			Every 2 Weeks		$ 222.58			
			Every Third Week			$ 299.09		
			Quarterly				$1,205.64	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 739.66				
			Monthly		$2,958.66	$2,650.46		
			Quarterly				$7,396.64	
			Semi-Annually					$14,053.62
	Trees	Cost ($) / Service Visit	Monthly	$ 208.41				
			Quarterly		$ 577.13			
			Encroachments & Hazards Only			$ 2,068.06	$2,068.06	

			TOTAL					

Site	Service Item	Unit of Bid	Frequency of Service	Service Level				
				A	B	C	D	F
	Turf Maintenance							
LMD 47 (Sycamore Place)	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	**$ 46.51**				
			Every 2 Weeks		**$ 69.76**			
			Every Third Week			**$ 88.54**		
			Monthly				**$ 93.01**	
			Quarterly					**$ 186.02**
	Aerate	Cost ($) / Service Visit	3x Per Year	**$ 35.16**				
			Annually		**$ 35.16**	**$ 35.16**	**$ 35.16**	
	Dethatch	Cost ($) / Service Visit	Annually	**$ 273.00**	**$ 273.00**	**$ 273.00**		
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	**$ 2.61**				
			Annually		**$ 2.61**	**$ 2.61**		
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly	**$ 33.95**				
			Bi-Annually		**$ 33.95**			
			Annually			**$ 33.95**	**$ 33.95**	
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	**$ 30.41**				
			Quarterly		**$ 30.41**			
			Bi-Annually			**$ 30.42**		
			Annually				**$ 30.41**	
	Trash and Debris Removal							
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All services listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	**$ 10.40**				
			Weekly		**$ 43.78**	**$ 43.78**	**$ 43.78**	

	Graffiti							
	Inspect and Remove	Cost ($) / Service Visit	Daily	**$ 0.18**				
			Weekly		**$ 0.84**			
			Every Two Weeks			**$ 1.50**		
			Monthly				**$ 3.03**	
	Pest Control							
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	**$ 259.56**	**$ 259.56**	**$ 259.56**	**$ 259.56**	
	Weed Control							
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	**$ 7.95**				
			Every 2 Weeks		**$ 73.40**			
			Every Third Week			**$ 98.63**		
			Monthly				**$ 132.53**	
			Quarterly					**$ 377.71**
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	**$ 6.07**				
			Every 2 Weeks		**$ 56.01**			
			Every Third Week			**$ 75.26**		
			Quarterly				**$ 303.39**	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	**$ 144.96**				
			Monthly		**$ 579.85**	**$ 519.45**		
			Quarterly				**$ 1,449.62**	
			Semi-Annually					**$ 2,754.28**
	Trees	Cost ($) / Service Visit	Monthly	**$ 40.85**				
			Quarterly		**$ 113.11**			
			Encroachments & Hazards Only			**$ 405.30**	**$ 405.30**	
			TOTAL					

Site	Service Item	Unit of Bid	Frequency of Service	Service Level				
				A	B	C	D	F

	Turf Maintenance						
LMD 49 (Cameron Ranch)	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	**$ 13.38**			
			Every 2 Weeks		**$ 20.07**		
			Every Third Week			**$ 25.47**	
			Monthly				**$ 26.76**
			Quarterly				**$ 53.52**
	Aerate	Cost ($) / Service Visit	3x Per Year	**$ 10.12**			
			Annually		**$ 10.12**	**$ 10.12**	**$ 10.12**
	Dethatch	Cost ($) / Service Visit	Annually	**$ 78.54**	**$ 78.54**	**$ 78.54**	
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	**$ 0.75**			
			Annually		**$ 0.75**	**$ 0.75**	
	Fertilization						
	Turf	Cost ($) / Service Visit	Quarterly	**$ 9.77**			
			Bi-Annually		**$ 9.77**		
			Annually			**$ 9.77**	**$ 9.77**
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	**$ 16.25**			
			Quarterly		**$ 16.25**		
			Bi-Annually			**$ 16.25**	
			Annually				**$ 16.25**
	Trash and Debris Removal						
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All services listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	**$ 4.32**			
			Weekly		**$ 18.21**	**$ 18.21**	**$ 18.21**
	Graffiti						
	Inspect and Remove	Cost ($) / Service Visit	Daily	**$ 0.08**			
			Weekly		**$ 0.35**		
			Every Two Weeks			**$ 0.62**	
			Monthly				**$ 1.26**

	Pest Control							
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	**$ 138.70**	**$ 138.70**	**$ 138.70**	**$ 138.70**	
	Weed Control							
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	**$ 3.31**				
			Every 2 Weeks		**$ 30.54**			
			Every Third Week			**$ 41.03**		
			Monthly				**$ 55.14**	
			Quarterly					**$ 157.14**
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	**$ 2.52**				
			Every 2 Weeks		**$ 23.30**			
			Every Third Week			**$ 31.31**		
			Quarterly				**$ 126.22**	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	**$ 77.46**				
			Monthly		**$ 309.85**	**$ 277.58**		
			Quarterly				**$ 774.63**	
			Semi-Annually					**$1,471.81**
	Trees	Cost ($) / Service Visit	Monthly	**$ 21.83**				
			Quarterly		**$ 60.44**			
			Encroachments & Hazards Only			**$ 216.58**	**$ 216.58**	
			TOTAL					
Site	**Service Item**	**Unit of Bid**	**Frequency of Service**	**Service Level**				
				A	**B**	**C**	**D**	**F**
	Turf Maintenance							
LMD 50 (Pleasant Valley Senior Housing)	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	**$ 19.78**				
			Every 2 Weeks		**$ 29.67**			
			Every Third Week			**$ 37.65**		
			Monthly				**$ 39.55**	

			Quarterly				$ 79.11
	Aerate	Cost ($) / Service Visit	3x Per Year	$ 14.95			
			Annually		$ 14.95	$ 14.95	$ 14.95
	Dethatch	Cost ($) / Service Visit	Annually	$ 116.09	$ 116.09	$ 116.09	
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	$ 1.11			
			Annually		$ 1.11	$ 1.11	
	Fertilization						
	Turf	Cost ($) / Service Visit	Quarterly	$ 14.44			
			Bi-Annually		$ 14.44		
			Annually			$ 14.44	$ 14.44
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	$ 5.69			
			Quarterly		$ 5.69		
			Bi-Annually			$ 5.69	
			Annually				$ 5.69
	Trash and Debris Removal						
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All services listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	$ 3.13			
			Weekly		$ 13.19	$ 13.19	$ 13.19
	Graffiti						
	Inspect and Remove	Cost ($) / Service Visit	Daily	$ 0.05			
			Weekly		$ 0.25		
			Every Two Weeks			$ 0.45	
			Monthly				$ 0.91
	Pest Control						
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 48.54	$ 48.54	$ 48.54	$ 48.54
	Weed Control						
	Complete control and/or	Cost ($) /	Daily	$ 2.40			

	eradication of all weeds within the landscape as scheduled	Service Visit	Every 2 Weeks		$ 22.12			
			Every Third Week			$ 29.72		
			Monthly				$ 39.93	
			Quarterly					$ 113.81
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 1.83				
			Every 2 Weeks		$ 16.88			
			Every Third Week			$ 22.68		
			Quarterly				$ 91.42	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 27.11				
			Monthly		$ 108.44	$ 97.15		
			Quarterly				$ 271.11	
			Semi-Annually					$ 515.11
	Trees	Cost ($) / Service Visit	Monthly	$ 7.64				
			Quarterly		$ 21.15			
			Encroachments & Hazards Only			$ 75.80	$ 75.80	
			TOTAL					
Site	**Service Item**	**Unit of Bid**	**Frequency of Service**	**Service Level**				
				A	**B**	**C**	**D**	**F**
	Turf Maintenance							
LMD 51 (Pfieler)	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	$ 295.67				
			Every 2 Weeks		$ 443.51			
			Every Third Week			$ 562.91		
			Monthly				$ 591.34	
			Quarterly					$ 1,182.68
	Aerate	Cost ($) / Service Visit	3x Per Year	$ 223.56				
			Annually		$ 223.56	$ 223.56	$ 223.56	
	Dethatch	Cost ($) / Service Visit	Annually	$ 1,735.63	$ 1,735.63	$ 1,735.63		
	Overseed/Renovation	Cost ($) /	Bi-Annually	$ 16.60				

		Service Visit	Annually		$ 16.60	$ 16.60	
	Fertilization						
	Turf	Cost ($) / Service Visit	Quarterly	$ 215.83			
			Bi-Annually		$ 215.83		
			Annually			$ 215.83	$ 215.83
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	$ 95.65			
			Quarterly		$ 95.65		
			Bi-Annually			$ 95.66	
			Annually				$ 95.65
	Trash and Debris Removal						
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All services listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	$ 48.72			
			Weekly		$ 205.17	$ 205.17	$ 205.17
	Graffiti						
	Inspect and Remove	Cost ($) / Service Visit	Daily	$ 0.85			
			Weekly		$ 3.93		
			Every Two Weeks			$ 7.04	
			Monthly				$ 14.18
	Pest Control						
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 816.34	$ 816.34	$ 816.34	$ 816.34
	Weed Control						
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 37.27			
			Every 2 Weeks		$ 343.99		
			Every Third Week			$ 462.23	
			Monthly				$ 621.09
			Quarterly				$ 1,770.09
	Irrigation						

	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 28.44				
			Every 2 Weeks		$ 262.49			
			Every Third Week			$ 352.72		
			Quarterly				$ 1,421.81	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 455.92				
			Monthly		$ 1,823.68	$ 1,633.71		
			Quarterly				$ 4,559.19	
			Semi-Annually					$ 8,662.47
	Trees	Cost ($) / Service Visit	Monthly	$ 128.46				
			Quarterly		$ 355.74			
			Encroachments & Hazards Only			$ 1,274.72	$ 1,274.72	
			TOTAL					

Site	Service Item	Unit of Bid	Frequency of Service	Service Level				
				A	B	C	D	F
	Turf Maintenance							
LMD 52 (Wingfield)	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	$ 4.30				
			Every 2 Weeks		$ 6.44			
			Every Third Week			$ 8.18		
			Monthly				$ 8.59	
			Quarterly					$ 17.19
	Aerate	Cost ($) / Service Visit	3x Per Year	$ 3.25				
			Annually		$ 3.25	$ 3.25	$ 3.25	
	Dethatch	Cost ($) / Service Visit	Annually	$ 25.22	$ 25.22	$ 25.22		
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	$ 0.24				
			Annually		$ 0.24	$ 0.24		
	Fertilization							
	Turf	Cost ($) / Service	Quarterly	$ 3.14				
			Bi-Annually		$ 3.14			

		Visit	Annually			$ 3.14	$ 3.14	
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	$ 5.23				
			Quarterly		$ 5.23			
			Bi-Annually			$ 5.23		
			Annually				$ 5.23	
	Trash and Debris Removal							
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All services listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	$ 1.39				
			Weekly		$ 5.86	$ 5.86	$ 5.86	
	Graffiti							
	Inspect and Remove	Cost ($) / Service Visit	Daily	$ 0.02				
			Weekly		$ 0.11			
			Every Two Weeks			$ 0.20		
			Monthly				$ 0.41	
	Pest Control							
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 44.64	$ 44.64	$ 44.64	$ 44.64	
	Weed Control							
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 1.06				
			Every 2 Weeks		$ 9.82			
			Every Third Week			$ 13.20		
			Monthly				$ 17.73	
			Quarterly					$ 50.54
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 0.81				
			Every 2 Weeks		$ 7.49			
			Every Third Week			$ 10.07		

			Quarterly				$ 40.59	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 24.93				
			Monthly		$ 99.72	$ 89.33		
			Quarterly				$ 249.31	
			Semi-Annually					$ 473.68
	Trees	Cost ($) / Service Visit	Monthly	$ 7.02				
			Quarterly		$ 19.45			
			Encroachments & Hazards Only			$ 69.70	$ 69.70	
			TOTAL					

Site	Service Item	Unit of Bid	Frequency of Service	Service Level				
				A	B	C	D	F
	Turf Maintenance							
LMD 53 (Huff Court)	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly					
			Every 2 Weeks					
			Every Third Week					
			Monthly					
			Quarterly					
	Aerate	Cost ($) / Service Visit	3x Per Year					
			Annually					
	Dethatch	Cost ($) / Service Visit	Annually					
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually					
			Annually					
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly					
			Bi-Annually					
			Annually					
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	$ 7.42				
			Quarterly		$ 7.42			
			Bi-Annually			$ 7.42		
			Annually				$ 7.42	
	Trash and Debris Removal							

	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All services listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	$ 1.34			
			Weekly		$ 5.63	$ 5.63	$ 5.63	
	Graffiti						
	Inspect and Remove	Cost ($) / Service Visit	Daily	$ 0.02			
			Weekly		$ 0.11		
			Every Two Weeks			$ 0.19	
			Monthly				$ 0.39
	Pest Control						
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 63.29	$ 63.29	$ 63.29	$ 63.29	
	Weed Control						
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 1.02			
			Every 2 Weeks		$ 9.43		
			Every Third Week			$ 12.68	
			Monthly				$ 17.03
			Quarterly					$ 48.55
	Irrigation						
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 0.78			
			Every 2 Weeks		$ 7.20		
			Every Third Week			$ 9.67	
			Quarterly				$ 39.00	
	Pruning and Trimming						
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 35.35			
			Monthly		$ 141.40	$ 126.67	
			Quarterly				$ 353.50	
			Semi-Annually					$ 671.65

	Trees	Cost ($) / Service Visit	Monthly	$ 9.96				
			Quarterly		$ 27.58			
			Encroachments & Hazards Only			$ 98.84	$ 98.84	
			TOTAL					
Site	**Service Item**	**Unit of Bid**	**Frequency of Service**	**Service Level**				
				A	**B**	**C**	**D**	**F**
	Turf Maintenance							
LMD 54 (Meadow Crest)	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	$ 5.37				
			Every 2 Weeks		$ 8.06			
			Every Third Week			$ 10.23		
			Monthly				$ 10.75	
			Quarterly					$ 21.50
	Aerate	Cost ($) / Service Visit	3x Per Year	$ 4.06				
			Annually		$ 4.06	$ 4.06	$ 4.06	
	Dethatch	Cost ($) / Service Visit	Annually	$ 31.55	$ 31.55	$ 31.55		
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	$ 0.30				
			Annually		$ 0.30	$ 0.30		
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly	$ 3.92				
			Bi-Annually		$ 3.93			
			Annually			$ 3.92	$ 3.92	
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	$ 3.01				
			Quarterly		$ 3.01			
			Bi-Annually			$ 3.01		
			Annually				$ 3.01	
	Trash and Debris Removal							
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All services	Cost ($) / Service Visit	Daily	$ 1.11				

	listed in section 4000-1 and 4000-2)		Weekly		$ 4.68	$ 4.68	$ 4.68	
	Graffiti							
	Inspect and Remove	Cost ($) / Service Visit	Daily	$ 0.02				
			Weekly		$ 0.09			
			Every Two Weeks			$ 0.16		
			Monthly				$ 0.32	
	Pest Control							
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 25.70	$ 25.70	$ 25.70	$ 25.70	
	Weed Control							
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 0.85				
			Every 2 Weeks		$ 7.85			
			Every Third Week			$ 10.55		
			Monthly				$ 14.17	
			Quarterly					$ 40.40
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 0.65				
			Every 2 Weeks		$ 5.99			
			Every Third Week			$ 8.05		
			Quarterly				$ 32.45	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 14.35				
			Monthly		$ 57.41	$ 51.43		
			Quarterly				$ 143.53	
			Semi-Annually					$ 272.72
	Trees	Cost ($) / Service Visit	Monthly	$ 4.04				
			Quarterly		$ 11.20			
			Encroachments & Hazards Only			$ 40.13	$ 40.13	

	TOTAL							
Site	**Service Item**	**Unit of Bid**	**Frequency of Service**	**Service Level**				
				A	**B**	**C**	**D**	**F**
	Turf Maintenance							
LMD 55 (Wingfield West)	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	**$ 15.17**				
			Every 2 Weeks		**$ 22.75**			
			Every Third Week			**$ 28.88**		
			Monthly				**$ 30.34**	
			Quarterly					**$ 60.67**
	Aerate	Cost ($) / Service Visit	3x Per Year	**$ 11.47**				
			Annually		**$ 11.47**	**$ 11.47**	**$ 11.47**	
	Dethatch	Cost ($) / Service Visit	Annually	**$ 89.03**	**$ 89.03**	**$ 89.03**		
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	**$ 0.85**				
			Annually		**$ 0.85**	**$ 0.85**		
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly	**$ 11.07**				
			Bi-Annually		**$ 11.07**			
			Annually			**$ 11.07**	**$ 11.07**	
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	**$ 36.21**				
			Quarterly		**$ 36.21**			
			Bi-Annually			**$ 36.21**		
			Annually				**$ 36.21**	
	Trash and Debris Removal							
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All services listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	**$ 8.07**				
			Weekly		**$ 33.97**	**$ 33.97**	**$ 33.97**	
	Graffiti							
	Inspect and Remove	Cost ($) /	Daily	**$ 0.14**				

		Service Visit	Weekly		$ 0.65			
			Every Two Weeks			$ 1.17		
			Monthly				$ 2.35	
	Pest Control							
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 309.05	$ 309.05	$ 309.05	$ 309.05	
	Weed Control							
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 6.17				
			Every 2 Weeks		$ 56.95			
			Every Third Week			$ 76.53		
			Monthly				$ 102.83	
			Quarterly					$ 293.07
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 4.71				
			Every 2 Weeks		$ 43.46			
			Every Third Week			$ 58.40		
			Quarterly				$ 235.41	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 172.60				
			Monthly		$ 690.41	$ 618.49		
			Quarterly				$ 1,726.02	
			Semi-Annually					$ 3,279.43
	Trees	Cost ($) / Service Visit	Monthly	$ 48.63				
			Quarterly		$ 134.68			
			Encroachments & Hazards Only			$ 482.58	$ 482.58	
			TOTAL					

Site	**Service Item**	**Unit of Bid**	**Frequency of Service**	**Service Level**				
				A	**B**	**C**	**D**	**F**
	Turf Maintenance							
LMD 58 (Westwind)	Mowing, Edging, and Trimming	Cost ($) / Service	Weekly	$ 32.45				
			Every 2		$ 48.68			

		Visit	Weeks					
			Every Third Week			$ 61.78		
			Monthly				$ 64.90	
			Quarterly					$ 129.81
	Aerate	Cost ($) / Service Visit	3x Per Year	$ 24.54				
			Annually		$ 24.54	$ 24.54	$ 24.54	
	Dethatch	Cost ($) / Service Visit	Annually	$ 190.50	$ 190.50	$ 190.50		
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	$ 1.82				
			Annually		$ 1.82	$ 1.82		
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly	$ 23.69				
			Bi-Annually		$ 23.69			
			Annually			$ 23.69	$ 23.69	
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	$ 14.60				
			Quarterly		$ 14.60			
			Bi-Annually			$ 14.60		
			Annually				$ 14.60	
	Trash and Debris Removal							
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All services listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	$ 6.08				
			Weekly		$ 25.59	$ 25.59	$ 25.59	
	Graffiti							
	Inspect and Remove	Cost ($) / Service Visit	Daily	$ 0.11				
			Weekly		$ 0.49			
			Every Two Weeks			$ 0.88		
			Monthly				$ 1.77	
	Pest Control							
	Complete control and/or eradication of all pests within the service area (cost	Cost ($) / Service Visit	Spray & Treat as Required	$ 124.61	$ 124.61	$ 124.61	$ 124.61	

	per diagnosis and application)							
	Weed Control							
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	**$ 4.65**				
			Every 2 Weeks		**$ 42.91**			
			Every Third Week			**$ 57.66**		
			Monthly				**$ 77.47**	
			Quarterly					**$ 220.79**
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	**$ 3.55**				
			Every 2 Weeks		**$ 32.74**			
			Every Third Week			**$ 44.00**		
			Quarterly				**$ 177.35**	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	**$ 69.60**				
			Monthly		**$ 278.38**	**$ 249.38**		
			Quarterly				**$ 695.96**	
			Semi-Annually					**$ 1,322.32**
	Trees	Cost ($) / Service Visit	Monthly	**$ 19.61**				
			Quarterly		**$ 54.30**			
			Encroachments & Hazards Only			**$ 194.58**	**$ 194.58**	
			TOTAL					

Site	Service Item	Unit of Bid	Frequency of Service	Service Level				
				A	B	C	D	F
	Turf Maintenance							
LMD 60 (Artisan)	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly					
			Every 2 Weeks					
			Every Third Week					
			Monthly					
			Quarterly					

	Aerate	Cost ($) / Service Visit	3x Per Year				
			Annually				
	Dethatch	Cost ($) / Service Visit	Annually				
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually				
			Annually				
	Fertilization						
	Turf	Cost ($) / Service Visit	Quarterly				
			Bi-Annually				
			Annually				
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	**$ 33.23**			
			Quarterly		**$ 33.23**		
			Bi-Annually			**$ 33.23**	
			Annually				**$ 33.23**
	Trash and Debris Removal						
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All services listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	**$ 5.91**			
			Weekly		**$ 24.89**	**$ 24.89**	**$ 24.89**
	Graffiti						
	Inspect and Remove	Cost ($) / Service Visit	Daily	**$ 0.10**			
			Weekly		**$ 0.48**		
			Every Two Weeks			**$ 0.85**	
			Monthly				**$ 1.72**
	Pest Control						
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	**$ 283.61**	**$ 283.61**	**$ 283.61**	**$ 283.61**
	Weed Control						
	Complete control and/or eradication of all weeds within the landscape as	Cost ($) / Service Visit	Daily	**$ 4.52**			
			Every 2 Weeks		**$ 41.73**		

	scheduled		Every Third Week			$ 56.07		
			Monthly				$ 75.34	
			Quarterly					$ 214.72
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 3.45				
			Every 2 Weeks		$ 31.84			
			Every Third Week			$ 42.79		
			Quarterly				$ 172.47	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 158.40				
			Monthly		$ 633.59	$ 567.59		
			Quarterly				$ 1,583.97	
			Semi-Annually					$ 3,009.54
	Trees	Cost ($) / Service Visit	Monthly	$ 44.63				
			Quarterly		$ 123.59			
			Encroachments & Hazards Only			$ 442.87	$ 442.87	
			TOTAL					

ADDITIONAL / IRREGULAR SERVICES - ANY SITE IN RATE SHEET			
Service Item		**Unit of Bid**	**Bid**
Soil Testing			
[redacted]	Soil Test per Site	Cost ($) / Service Visit	$200.00
Fencing			
[redacted]	Pressure Wash (annually)	Cost ($) / Service Visit	$5,300.00
[redacted]			
Reports			
[redacted]	Tree and Health Inspection Report	Per Report	$3,600.00
	General Inspection Report	Per Report	$2,800.00
	Irrigation Report	Per Report	$3,500.00
Supplemental Labor (Hourly Rate)			
[redacted]	Laborer	Hourly Rate	$56.00
	Irrigation Tech	Hourly Rate	$80.00
	Crew Lead	Hourly Rate	$65.00

EXHIBIT D

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and Mariposa Landscapes Inc.)

INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/SERVICE PROVIDER/SELLER/BIDDER (hereafter referred to as "SERVICE PROVIDER") must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

Exhibit INS-D

INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS (WITHOUT BUILDER'S RISK REQUIREMENT)

1. Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.

. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

b. Business Automobile Liability Insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than $1,000,000, with neither Contractor nor listed subcontractors having less than $500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.

d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

1. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-D. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any

time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

0. 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.

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

0. 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.

0. 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.

0. 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.

1/23

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-D.doc

ACORD CERTIFICATE OF INSURANCE ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

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

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

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 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
Telephone:

NAMED INSURED

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

• Deductible • Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____ coverage. • Per Occurrence • Per Claim (which)

APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here • in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY

• COMMERCIAL GENERAL LIABILITY • Claims Made
Retroactive Date _____

• COMPREHENSIVE GENERAL LIABILITY • Occurrence

• OWNERS & CONTRACTORS PROTECTIVE

COVERAGES	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
• GENERAL		
• PRODUCTS/COMPLETED OPERATIONS		
• PERSONAL & ADVERTISING INJURY		
• FIRE DAMAGE		
• _____		
• _____		

OTHER PROVISIONS

Underwriter=s representative for claims pursuant to this insurance.
CLAIMS:
Name: _____
_____ _____
_____
e: (_____) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or

a. 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 462500-4299 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 _____

Rev. 1/23 INS-D.doc

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")	**SUBMIT IN DUPLICATE**	
	ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER Telephone:	POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE • Included in Limits • In Addition to Limits	
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: _____ s:_____ _ one: (_____) _____	

EXHIBIT H

LANDSCAP MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and Mariposa Landscapes, Inc.)

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:

. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or

a. 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.

EXHIBIT H
LANDSCE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and Mariposa Landscapes, Inc.)

ENDORSEMENT HOLDER	
CITY OF OXNARD % Evident ID, Inc. **8520 Allison Pointe Blvd. Ste 223** **PMB 5210** **Indianapolis, Indiana 462500-4299** **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 _

Rev. 1/23 INS-D.doc

EXHIBIT E

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and Mariposa Landscapes, Inc.)

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. SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than $18.89 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

D. In addition, if SERVICE PROVIDER fails to comply with the Living Wage Policy in any manner, SERVICE PROVIDER 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. SERVICE PROVIDER shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to SERVICE PROVIDER of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2023

SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than $18.89 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2024, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. SERVICE PROVIDER 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.

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

c. In addition, if SERVICE PROVIDER fails to comply with the Living Wage Policy in any manner, SERVICE PROVIDER 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. SERVICE PROVIDER shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to SERVICE PROVIDER of the amount owed.

EXHIBIT F

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and Mariposa Landscapes, Inc.)

PREVAILING WAGE

1. SERVICE PROVIDER acknowledges that the Project defined in the Agreement between SERVICE PROVIDER and CITY is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. SERVICE PROVIDER shall perform the Project as a public work. SERVICE PROVIDER shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.

2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. SERVICE PROVIDER acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and SERVICE PROVIDER shall post such rates at each job site covered by this Agreement.

3. SERVICE PROVIDER is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. SERVICE PROVIDER shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. SERVICE PROVIDER shall, as a penalty to CITY, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by SERVICE PROVIDER or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. SERVICE PROVIDER shall comply with Labor Code Section 1776, which requires SERVICE PROVIDER and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform CITY of the location of the records.

6. SERVICE PROVIDER shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all

apprenticeable occupations. Before commencing work under this Agreement, SERVICE PROVIDER shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, SERVICE PROVIDER and each of its subcontractors shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. SERVICE PROVIDER may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, SERVICE PROVIDER must immediately notify CITY.

8. SERVICE PROVIDER is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. SERVICE PROVIDER shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.

9. SERVICE PROVIDER acknowledges that 8 hours labor constitutes a legal day's work. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1810.

10. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. SERVICE PROVIDER shall, as a penalty to CITY, forfeit $25 for each worker employed in the performance of this Agreement by SERVICE PROVIDER or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by SERVICE PROVIDER's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. SERVICE PROVIDER shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. SERVICE PROVIDER shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. SERVICE PROVIDER shall be required to take all actions necessary to enforce such

contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, SERVICE PROVIDER shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, SERVICE PROVIDER shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify CITY, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Service Provider, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of SERVICE PROVIDER under this Section shall survive Agreement termination.

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)
Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to,or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars ($1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete **one** of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION
I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entityidentified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engagedin investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): Federal ID Number (or n/a):

_____ _____

By (Authorized Signature):

_____

Printed Name & Title of Person Signing: Date Executed

_____ _____

Executed in the County of_____ in the State of _____

OPTION No.2 – EXEMPTION
Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institutionengaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed): Federal ID Number (or n/a):

_____ _____

By (Authorized Signature):

_____

Printed Name & Title of Person Signing: Date Executed

_____ _____

Executed in the County of_____ in the State of _____

EXHIBIT H

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and Mariposa Landscapes, Inc.)

CITATION FORM

CITY OF OXNARD CALIFORNIA

Exhibit H

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and Mariposa Landscape, Inc.)
LANDSCAPE MAINTENANCE CITATION FORM

Maintenance Item	Date	Comments	Citation Issued (Y/N)	# of Occurences		Citation Amount		Total
Turf								
Mowing, Edging & Trimming					x	$250.00	=	
Aeration					x	$250.00	=	
Dethatching					x	$250.00	=	
Overseeding					x	$250.00	=	
Removal of grass clippings					x	$250.00	=	
Fertilization								
Turf					x	$250.00	=	
Shrubs, Groundcover, Vines, Trees					x	$250.00	=	
Trash and Debris Removal					x	$250.00	=	
Weed Control					x	$250.00	=	
Pest Control					x	$250.00	=	
Pruning, Trimming & Staking								
Shrubs, Groundcover, Vines					x	$250.00	=	
Trees					x	$250.00	=	
Graffiti					x	$250.00	=	
Irrigation					x	$250.00	=	

Citations are issued in the event that services are not provided to an acceptable standard or for failure to perform the work in accordance with agreement section 10.

Comments: Please see attached supplemental document for additional notes.

City Of Oxnard: Date: 7/24/2023

Authorized Improvements
LMD No. 3 (River Ridge)

HARDSCAPE
LANDSCAPE
MEDIAN
DISTRICT BOUNDARY
CITY BOUNDARY

0 150 300 600 Feet

Page 1 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 3 (River Ridge)

TREES

DISTRICT BOUNDARY

CITY BOUNDARY

0 150 300 600 Feet

Page 2 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 10
(Country Club Estates)

HARDSCAPE
LANDSCAPE
MEDIAN
DISTRICT BOUNDARY
CITY BOUNDARY

0 75 150 300 Feet

Page 1 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 10
(Country Club Estates)

TREES

DISTRICT BOUNDARY

CITY BOUNDARY

0 75 150 300 Feet

Page 2 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 11 (St. Tropez)

HARDSCAPE
LANDSCAPE
DISTRICT BOUNDARY
CITY BOUNDARY

0 75 150 300 Feet

Page 1 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 11 (St. Tropez)

TREES

DISTRICT BOUNDARY

CITY BOUNDARY

0 75 150 300 Feet

Page 2 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

VISTA
HONEYSUCKLE DR
WINCHESTER ST
SURREY CI
BUCKAROO AV
VIOLET WY
WINCHESTER AV
SADDLE AV
RAILROAD RR
UPPER BAY DR
TIMBER CREEK TL
HILLROSE PL
IRONSTONE ST
N H ST
GRAPEVINE DR
ELDERBERRY DR
STRAWBERRY PL
DOGWOOD DR
APPLE LN
DEWBERRY LN
ROSEBUD DR
RASPBERRY PL
JACARANDA DR

Authorized Improvements
LMD No. 12
(Standard Pacific)

LANDSCAPE
MEDIAN
TRAFFIC CIRCLE
DISTRICT BOUNDARY
CITY BOUNDARY

0 125 250 500 Feet

Page 1 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 12
(Standard Pacific)

TREES

DISTRICT BOUNDARY

CITY BOUNDARY

0 125 250 500 Feet

Page 2 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 13 (Le Village)

HARDSCAPE
LANDSCAPE
MEDIAN
CITY BOUNDARY

0 75 150 300 Feet

Page 1 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 13 (Le Village)

TREES

DISTRICT BOUNDARY

CITY BOUNDARY

0 75 150 300 Feet

Page 2 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 14 (California Cove)

HARDSCAPE
LANDSCAPE
MEDIAN
TRAFFIC CIRCLE
CITY BOUNDARY

0 125 250 500 Feet

Page 1 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 14 (California Cove)

TREES

CITY BOUNDARY

0 125 250 500 Feet

Page 2 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 16
(California Lighthouse)

Page 1 of 1

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

CITY OF OXNARD

Map of Authorized Improvements

LMD No. 23 (Greystone)

STREETS
HARDSCAPE
LANDSCAPE
DISTRICT BOUNDARY
CITY BOUNDARY

0 200 400 Feet

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - April 2016

Page 1 of 2

VISTA
JOSHUA CT
UPPER BAY DR
WOODSIDE PL
TIMBER CREEK TL
IRONSTONE ST
N H ST
HILLROSE PL
KENTIA ST
ROSEBUD DR
QUAIL RUN WY
LARKHAVEN LN
JACARANDA DR
IVORY WY

Authorized Improvements
LMD No. 23 (Greystone)

TREES

CITY BOUNDARY

0 50 100 200 Feet

Page 2 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 24 (Vineyards)

HARDSCAPE
LANDSCAPE
MEDIAN
TRAFFIC CIRCLE
CITY BOUNDARY

0 50 100 200 Feet

Page 1 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 24 (Vineyards)

TREES

CITY BOUNDARY

0 50 100 200 Feet

Page 2 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 25 (Pointe)

HARDSCAPE
LANDSCAPE
MEDIAN
CITY BOUNDARY

0 100 200 400 Feet

Page 1 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

W 5TH ST
FREEPORT LN
S PATTERSON RD
ENSIGN PL
DUNKIRK DRIVE
CORNWALL DR
BINNACLE ST
RAFT LN
PERTH PL
KITE DR
LANYARD WY
SNIPE WK
MISTRAL PL
TRANSOM WY
W 7TH ST
NEW HAVEN PL
ORLOP PL
OARFISH LN
OARFISH CT
NOVATO DR
ALEWY
TAFFRAIL LN
STERN LN
DEVILFISH DR
KELP ST
W 9TH ST
WALES DR
OUTSAIL LN
RAFT LN
SARATOGA ST

Authorized Improvements
LMD No. 25 (Pointe)

TREES

CITY BOUNDARY

0 100 200 400 Feet

Page 2 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

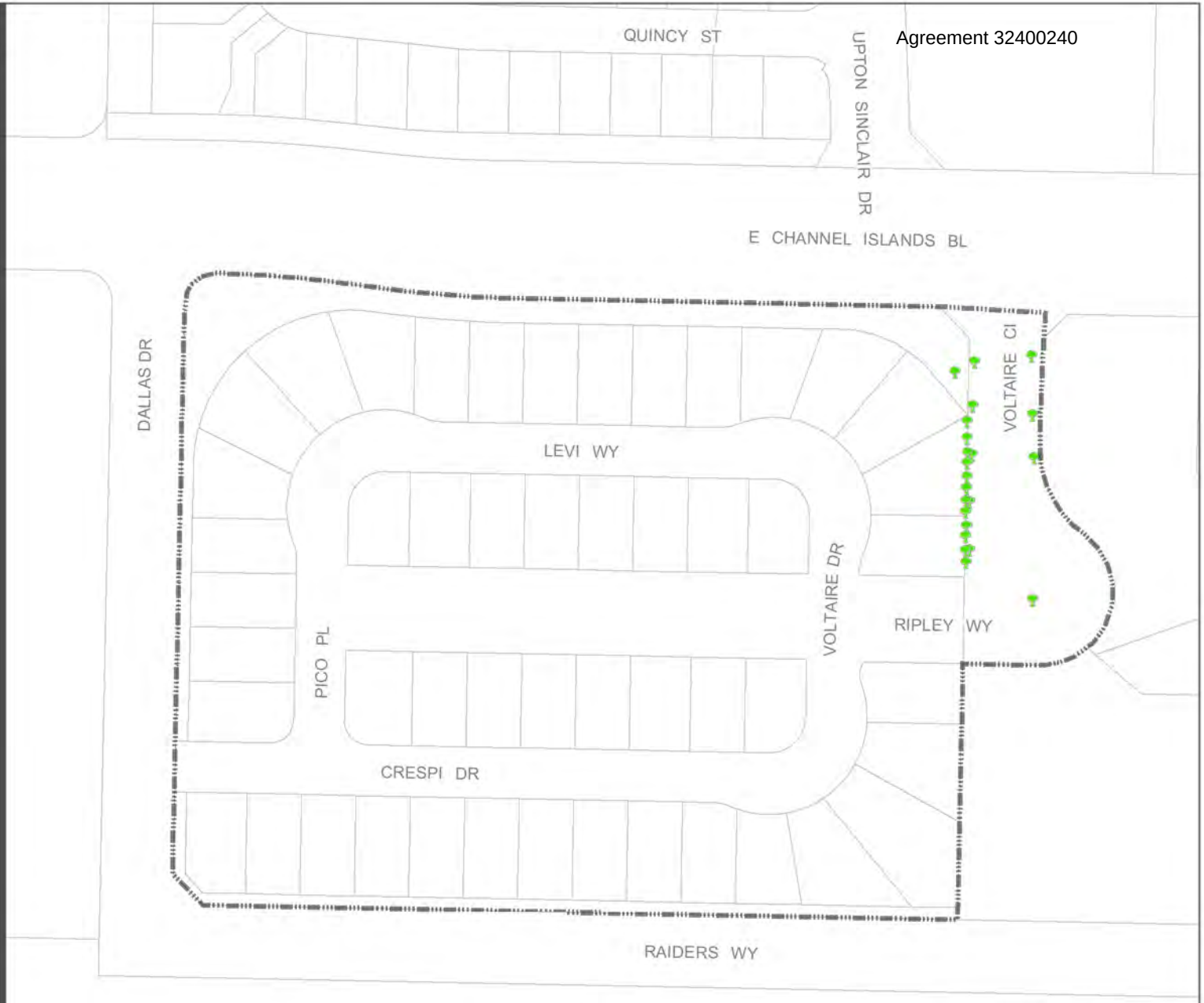
Authorized Improvements
LMD No. 27 (Rose Island)

Page 1 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 27 (Rose Island)



Page 2 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 28 (Harborside)

HARDSCAPE
LANDSCAPE
MEDIAN
CITY BOUNDARY

0 75 150 300 Feet

Page 1 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 28 (Harborside)

TREES

CITY BOUNDARY

0 75 150 300 Feet

Page 2 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

STANFORD
LAFAYETTE DR
VILLANOVA AV
CRAIG DR
HERMANO TL
EMPRESA LN
HERMOSA WY
GRANDE ST
GALANTE WY
AVILA PL
FIRENZE ST
ELENA WY
VERACRUZ LN
RAILROAD RR
N OXNARD BL
DOMAR PL
ENTRADA DR
DULCE DR
CORTO TL
BAHIA DR
BOLERO LN
CALIENTE WY
INDIANA DR
BOLSA WY
DEL AMO WY
ROBLE LN
ALISO PL
E GONZALES RD

Authorized Improvements
LMD No. 30
(Haas Automation)

Page 1 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 30
(Haas Automation)

TREES

CITY BOUNDARY

0 100 200 400 Feet

Page 2 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 31
(Rancho De La Rosa)

Page 1 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 31
(Rancho De La Rosa)

TREES

CITY BOUNDARY

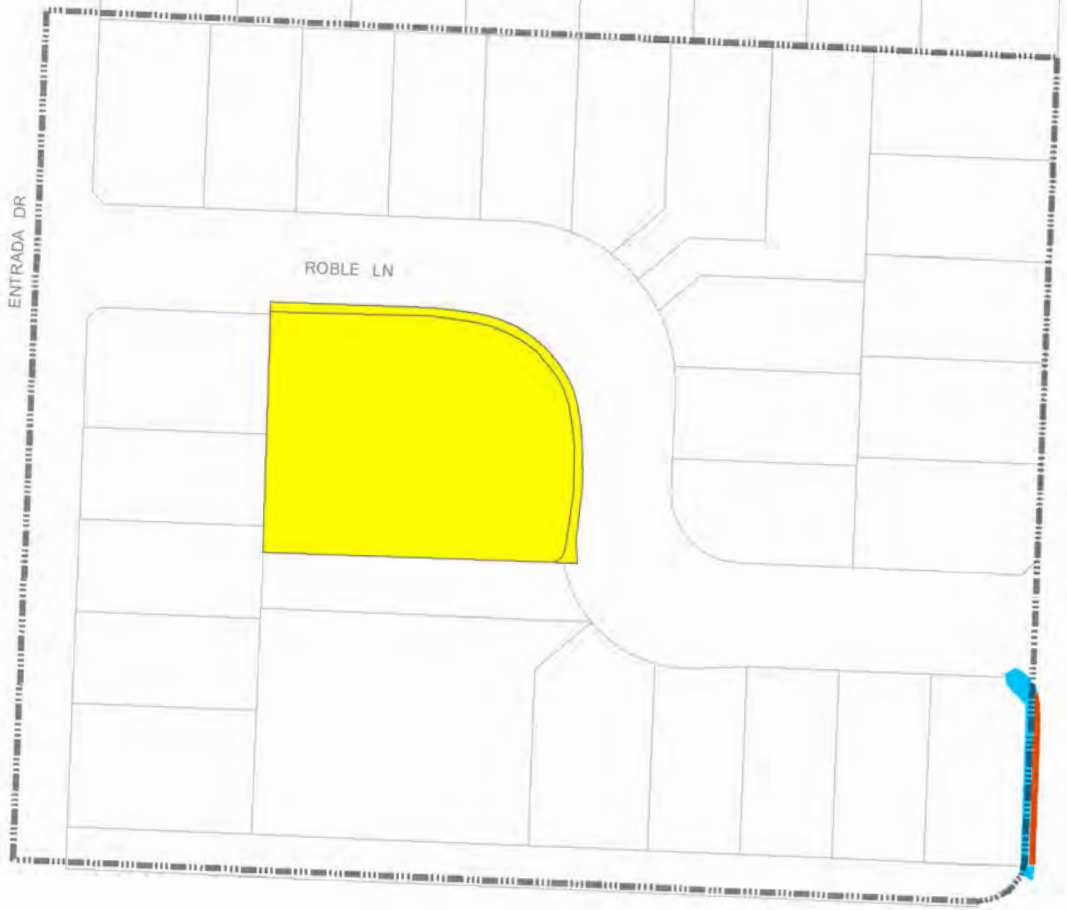
0 100 200 400 Feet

Page 2 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 32 (Oak Park)



HARDSCAPE
LANDSCAPE
PARK
CITY BOUNDARY

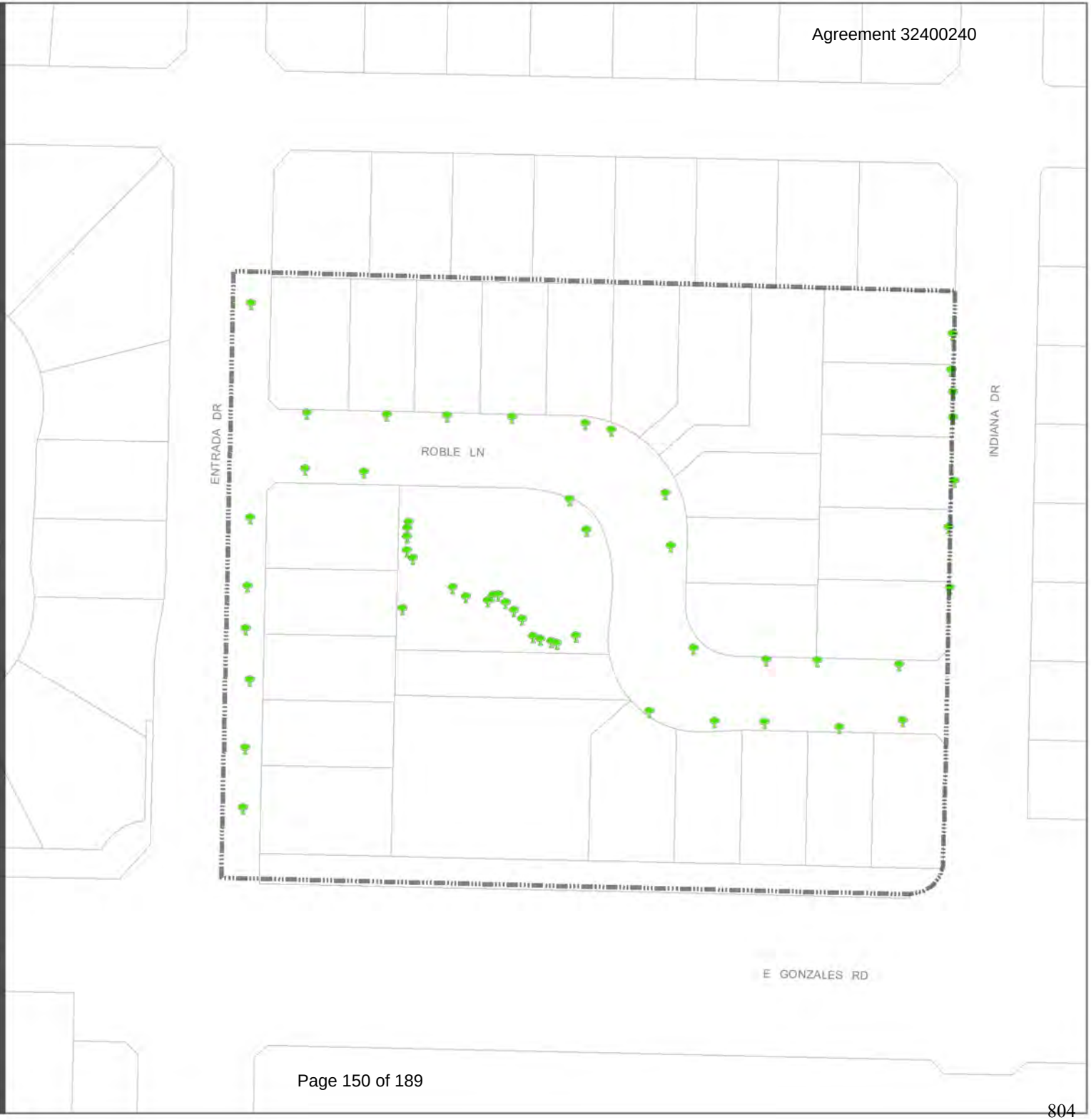
0 25 50 100 Feet

Page 1 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 32 (Oak Park)



Page 2 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 33 (El Paso)

DETENTION BASIN
HARDSCAPE
LANDSCAPE
CITY BOUNDARY

0 50 100 200 Feet

Page 1 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

JACINTO DR
INEZ DR
PASEO ISLA
KOHALA ST
ISELA ST
PASEO HACIENDA
PASEO LINDO
PASEO MARGARITA
PASEO NOGALES
PASEO ORTEGA
PASEO LA VIDA
VIA BRISAS
CORTE VALDEZ
PASEO TESORO
ELEGANTE DR
PASEO ELEGANTE
CORTE JANA
CAMINO DEL SOL

Authorized Improvements
LMD No. 33 (El Paso)

Page 2 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 34
(Sunrise Pointe & Sunset Cove)

DETENTION BASIN
HARDSCAPE
LANDSCAPE
TRAFFIC CIRCLE
CITY BOUNDARY

0 75 150 300 Feet

Page 1 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements

LMD No. 34

(Sunrise Pointe & Sunset Cove)

TREES

CITY BOUNDARY

0 75 150 300 Feet

Page 2 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 36
(Villa Santa Cruz & Villa Carmel)

DETENTION BASIN
HARDSCAPE
LANDSCAPE
TRAFFIC CIRCLE
CITY BOUNDARY

0 125 250 500 Feet

Page 1 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 36
(Villa Santa Cruz & Villa Carmel)

TREES

CITY BOUNDARY

0 125 250 500 Feet

Page 2 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 37 (Pacific Breeze)

Page 1 of 1

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 38 (Aldea Del Mar)

DETENTION BASIN
HARDSCAPE
LANDSCAPE
TRAFFIC CIRCLE
CITY BOUNDARY

0 125 250 500 Feet

Page 1 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

DULCE DR
ALMENDRA PL
LEON DR
INDIANA DR
CALIENTE WY
MONO ST
ISABELLA ST
ALMANOR ST
DEL AMO WY
ROBLE LN
JUNITO LN
LAGO LN
BANCAL WY
MIRASOL LN
NARANJA LN
SNOW AV
SABRINA ST
AURORA LN
AURORA DR
VAQUERO CI
PESCADOR WY
VAQUERO DR
UNIDAD WY
MARINERO
NADADOR PL
LIMONERO PL
RANCHERO PL
ALMANOR ST
SONATA DR
UTIL CI
TORERO DR
MARTIN LUTHER KING J DR
FUENTE DR
GRACIA DR
HACIENDA DR
INCA DR
INDIO DR
JUANITA AV
LUSTRE DR
NOCHE DR
OPALO DR
SOMBRA WY
PINATA DR
RESPLANDRO WY
PIEDRA WY
MELITO DR
OCOTLAN WY
NINA DR
OLIVA DR
CESAR CHAVEZ

Authorized Improvements
LMD No. 38 (Aldea Del Mar)

TREES

CITY BOUNDARY

0 125 250 500 Feet

Page 1 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

DULCE DR
ALMENDRA PL
LEON DR
CALIENTE WY
INDIANA DR
ROBLE LN
DEL AMO WY
JUNITO LN
LAGO LN
BANCAL WY
MIRASOL LN
NARANJA LN
AURORA LN
AURORA DR
SNOW AV
MONO ST
ISABELLA ST
ALMANOR ST
SABRINA ST
VAQUERO CI
VAQUERO DR
PESCADOR WY
UNIDAD WY
MARINERO
LIMONERO PL
NADADOR PL
RANCHERO PL
UTIL CI
TORERO DR
SONATA DR
MARTIN LUTHER KING J DR
FUENTE DR
GRACIA DR
HACIENDA DR
INCA DR
INDIO DR
JUANITA AV
LUSTRE DR
NOCHE DR
OPALO DR
SOMBRA WY
PINATA DR
RESPLANDRO WY
PIEDRA WY
MELITO DR
OCOTLAN WY
NINA DR
OLIVA DR
CESAR CHAVEZ

Authorized Improvements
LMD No. 39
(Promesa/Sueno & DR Horton/Seawinds)

DETENTION BASIN
HARDSCAPE
LANDSCAPE
PARK
CITY BOUNDARY

0 100 200 400 Feet

Page 1 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 39 (Promesa/Sueno & DR Horton/Seawinds)

Page 2 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

CITY OF OXNARD

Map of Authorized Improvements

LMD No. 40 (Cantada)

- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY

0 240 480 Feet

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

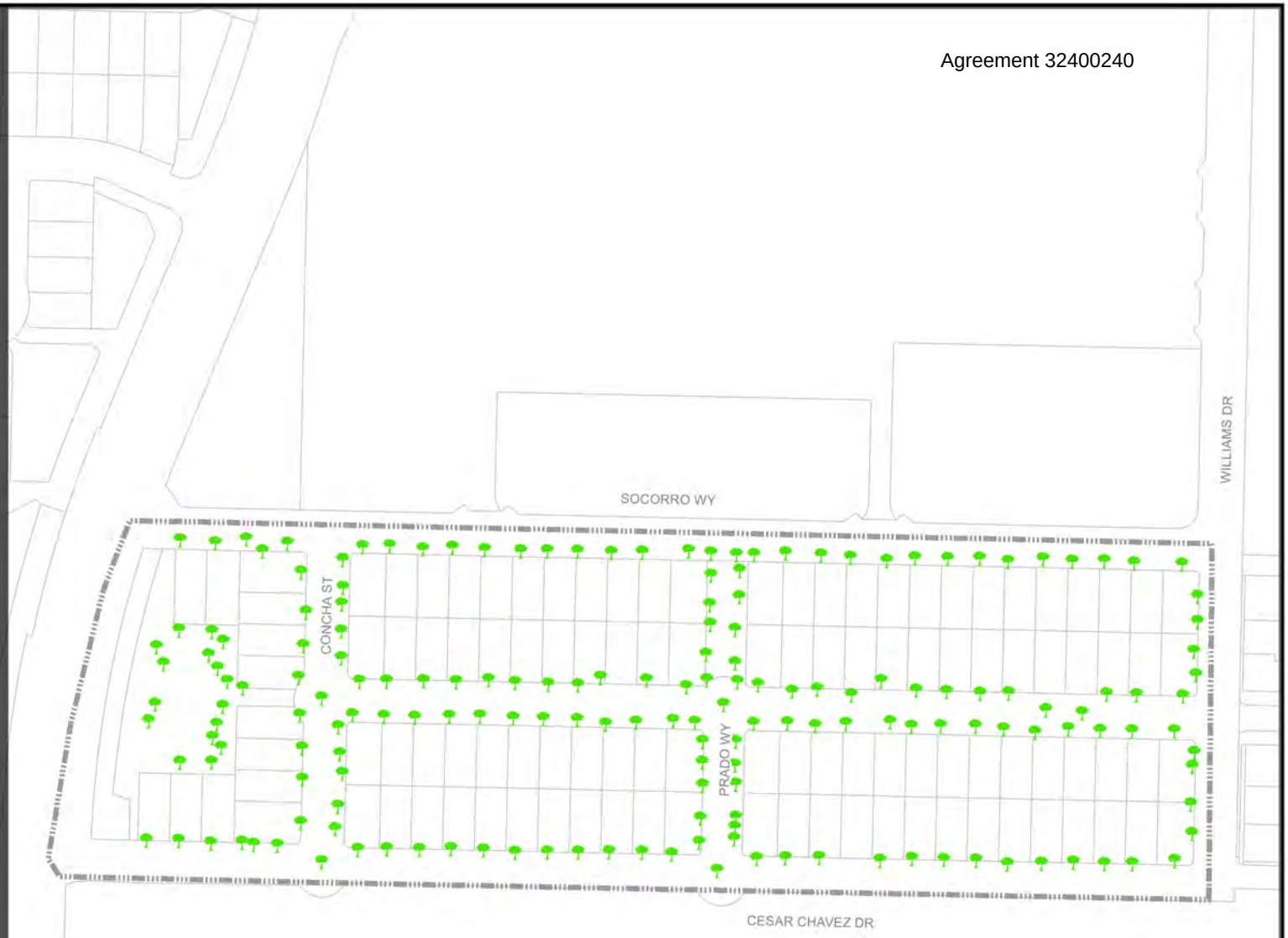
Prepared by NBS - January 2017

Page 1 of 2

CITY OF OXNARD

Map of Authorized Improvements

LMD No. 40 (Cantada)



TREES

DISTRICT BOUNDARY

CITY BOUNDARY

N
W
E
S

0 240 480 Feet

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - January 2017 Page 2 of 2

Authorized Improvements
LMD No. 41 (Pacific Cove)

HARDSCAPE
LANDSCAPE
TRAFFIC CIRCLE
CITY BOUNDARY

0 75 150 300 Feet

Page 1 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 41 (Pacific Cove)

TREES

CITY BOUNDARY

0 75 150 300 Feet

Page 2 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

FIELD ST

DUNBAR DR

CLARK CT

CARLISLE CT

BARRYMORE DR

GRISSOM WY

CONNER DR

CYPRESS TRAILER PARK

CYPRESS

GUTIERREZ LN

MARY HERRER LN

ELIAS DR

SALVADOR DR

IRWIN WY

RAILROAD

E HUENEME RD

Authorized Improvements
LMD No. 42
(Cantabria & Coronado)

HARDSCAPE
LANDSCAPE
TRAFFIC CIRCLE
CITY BOUNDARY

0 100 200 400 Feet

Page 1 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

SABRINA ST
ALMANOR ST
E GONZALES RD
PESCADOR WY
RANCHERO PL
ALMANOR ST
SONATA DR
TERRONEZ PL
VALEROSA WY
UTIL CI
URBANA LN
TORERO DR
TIESA LN
N ROSE AV
MARTIN LUTHER KING J DR
VID A DR
SOMBRA WY
PINATA DR
TERESA ST
SOCORRO WY
RUBIO CI
CONCHA ST
RIBERA DR
CESAR CHAVEZ DR
ROSALINDA DR
SONIA DR
OFELIA WY

Authorized Improvements
LMD No. 42
(Cantabria & Coronado)

Page 2 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 43 (Greenbelt)

HARDSCAPE
LANDSCAPE
CITY BOUNDARY

0 100 200 400 Feet

Page 1 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 43 (Greenbelt)

Page 2 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 46 (Daily Ranch)

DETENTION BASIN
HARDSCAPE
LANDSCAPE
CITY BOUNDARY

0 100 200 400 Feet

Page 1 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 46 (Daily Ranch)

TREES

CITY BOUNDARY

0 100 200 400 Feet

Page 2 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 47 (Sycamore Place)

HARDSCAPE
LANDSCAPE
TRAFFIC CIRCLE
CITY BOUNDARY

0 75 150 300 Feet

Page 1 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

DULCE DR
INDIANA DR
BLANCA PL
EMERALD
LEON DR
ALMENDRA PL
SNOW AV
CALIENTE WY
JUNITO LN
LAGO LN
BANCAL WY
MIRASOL LN
NARANJA LN
SABRINA ST
AURORA LN
E GONZALES RD
VAQUERO CI
VAQUERO DR
MARINERO PL
PESCADOR WY

Authorized Improvements
LMD No. 47 (Sycamore Place)

TREES

CITY BOUNDARY

0 75 150 300 Feet

Page 2 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

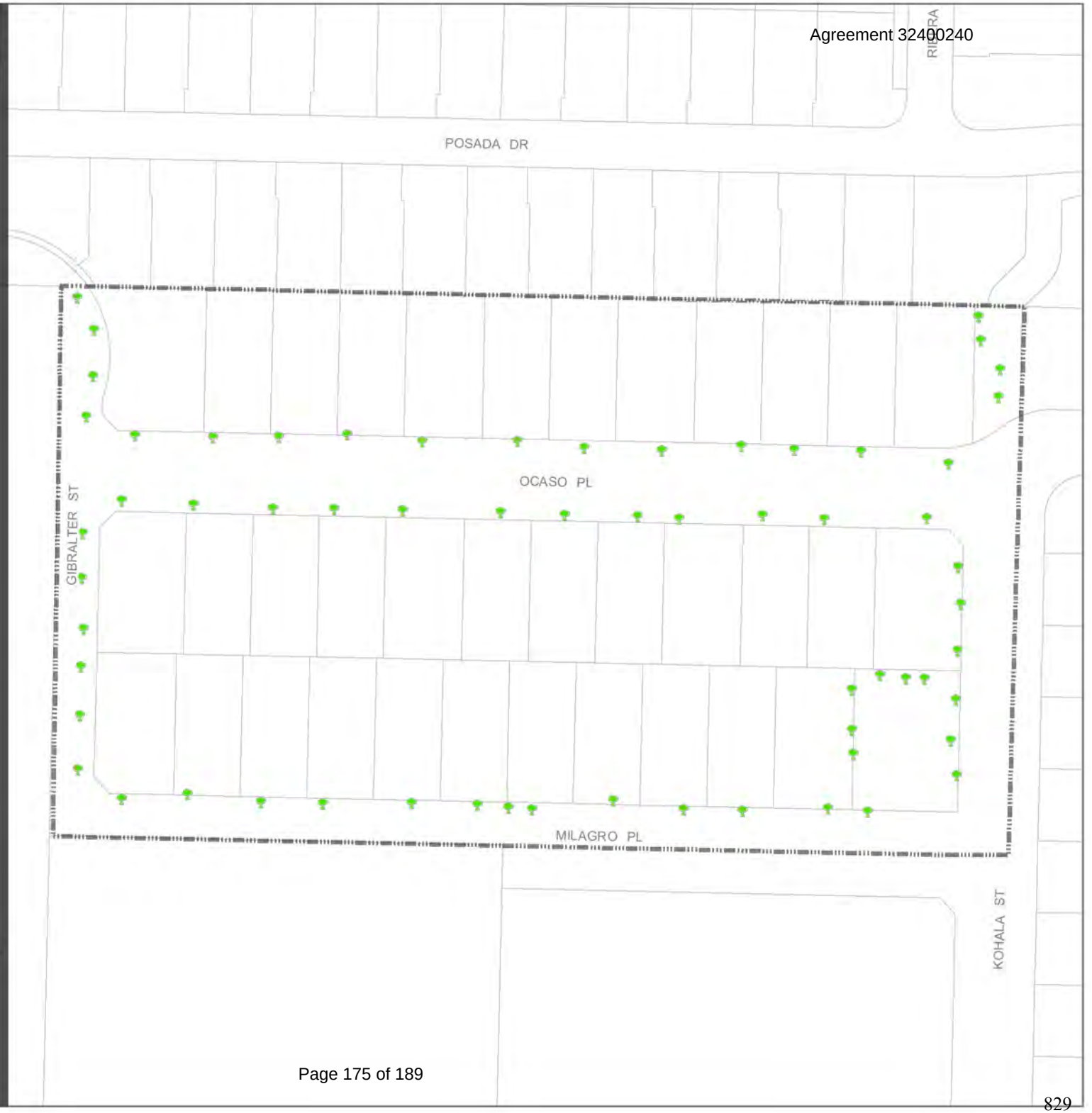
Authorized Improvements
LMD No. 49
(Cameron Ranch)

Page 1 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 49
(Cameron Ranch)



Page 2 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 50
(Pleasant Valley Senior Housing)

HARDSCAPE
LANDSCAPE
CITY BOUNDARY

0 50 100 200 Feet

Page 1 of 1

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 51 (Pfeiler)

DETENTION BASIN
HARDSCAPE
LANDSCAPE
PARK
CITY BOUNDARY

0 100 200 400 Feet

Page 1 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

VAQUERO CI
VAQUERO DR
UNIDAD WY
SNOW AV
LIMONERO PL
MARINERO
NADADOR PL
TORERO DR
MARTIN LUTHER KING J DR
EVITA PL
FUENTE DR
GRACIA DR
HACIENDA DR
INCA DR
INDO DR
LUSTRE DR
NOCHE DR
OPALO DR
SOMBRA WY
RESPLANDRO WY
PIEDRA WY
JUANITA AV
PINATA DR
OCOTLAN WY
IVAR PL
CESAR CHAVEZ DR
GALENA PL
NAVITO WY
OTANO WY
MELITO DR
MORADO PL
NINA DR
OLIVA DR
MARS
JUEGO ST
FRESCA DR
N JUANITA AV
MIKA WY
MIKA WY
LORE

Authorized Improvements
LMD No. 51 (Pfeiler)

TREES

CITY BOUNDARY

0 100 200 400 Feet

Page 1 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 52 (Wingfield)

LANDSCAPE

TRAFFIC CIRCLE

CITY BOUNDARY

0 125 250 500 Feet

Page 1 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

W 5TH ST
PORTOFINO PL
ROGER WY
RIVIERA CT
QUILAN CT
DUNKIRK DR
MONTE CARLO DR
ROSEWATER PL
OLYMPUS LN
NORTHPORT LN
MARBELLA CT
LAZARO LN
IBIZA LN
HALIFAX LN
GENOA LN
FREEPORT LN
S PATTERSON RD
NAPLES DR
PILOT WY
RIPPLE DR
OARFISH LN
JIB DR
TAFFRAIL LN
REGATTA PL
NAVY LN
SHORE ST
KELP LN
DEVILFISH DR

Authorized Improvements
LMD No. 52 (Wingfield)

TREES

CITY BOUNDARY

0 125 250 500 Feet

Page 2 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

W 5TH ST
PORTOFINO PL
RIVIERA CT
QUILAN CT
DUNKIRK DR
MONTE CARLO DR
ROSEWATER PL
OLYMPUS LN
PILOT WY
RIPPLE DR
OARFISH LN
REGATTA PL
NORTHPORT LN
MARBELLA CT
LAZARO LN
IBIZA LN
HALIFAX LN
GENOA LN
FREEPORT LN
NAPLES DR
S PATTERSON RD
JIB DR
TAFFRAIL LN
NAVY LN
KELP LN
DEVILFISH DR

Authorized Improvements
LMD No. 53 (Huff Court)

LANDSCAPE

CITY BOUNDARY

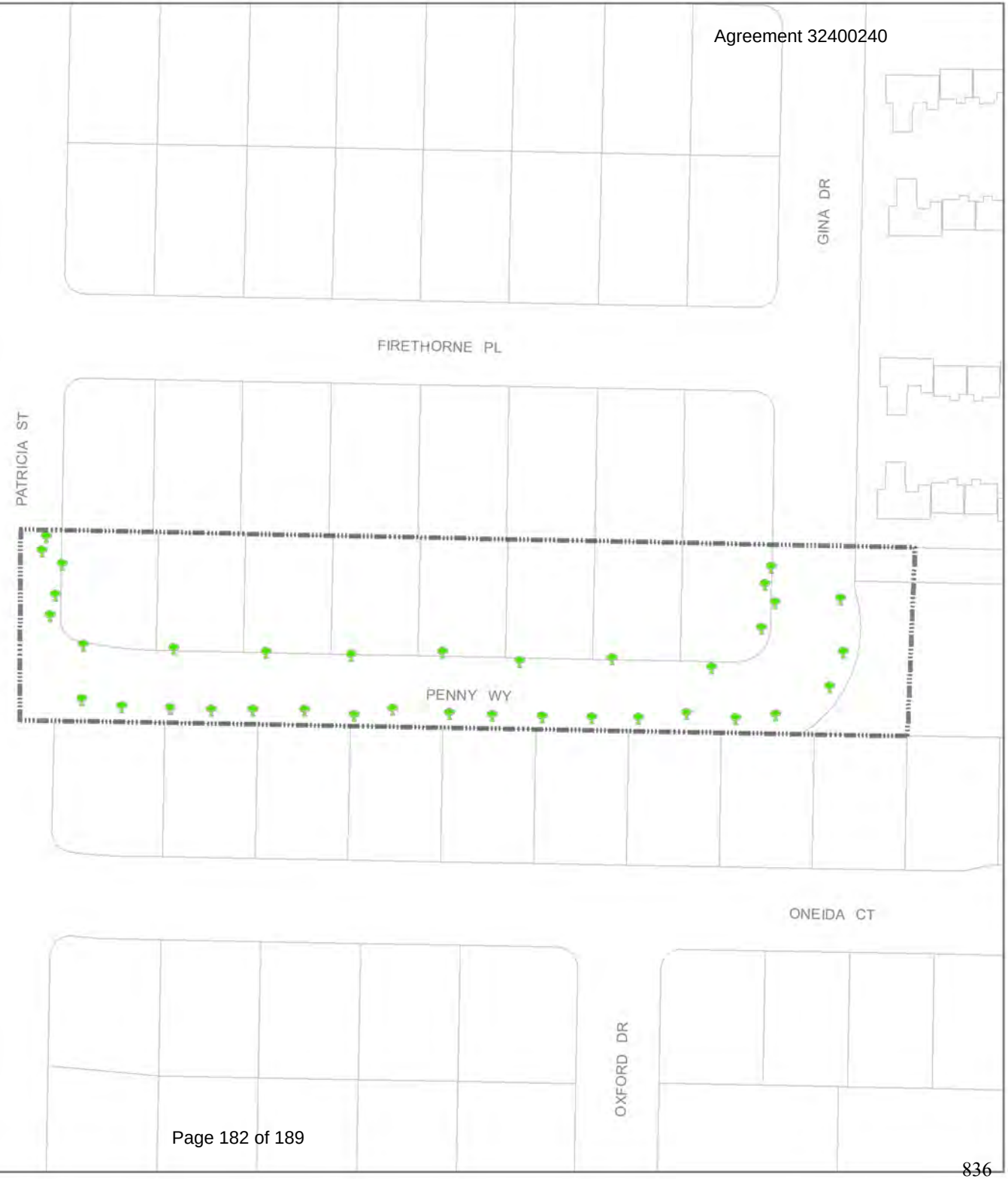
0 25 50 100 Feet

Page 1 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 53 (Huff Court)



TREES

CITY BOUNDARY

0 25 50 100 Feet

Page 2 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 54
(Meadow Crest Villas)

Page 1 of 1

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 55
(Wingfield West)

W 5TH ST

PORTOFINO PL

RIVIERA CT

QUILAN CT

DUNKIRK DR

ROSEWATER PL

OLYMPUS LN

NORTHPORT LN

HARDSCAPE

LANDSCAPE

TRAFFIC CIRCLE

CITY BOUNDARY

0 50 100 200 Feet

Page 1 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 55
(Wingfield West)

Page 2 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 58 (Westwind)

HARDSCAPE
LANDSCAPE
TRAFFIC CIRCLE
CITY BOUNDARY

0 75 150 300 Feet

Page 1 of 1

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

REFSING
BRADFIELD
CLOYNE
E PLEASANT VALLEY RD
OAK DR
ASPEN GLEN
CEDAR COVE
ORANGE MALL
PALM LN
ALLEY
PINE AV
SPRUCE DR
BISHOP WY
COLUMBUS PL
CUMMINGS WY
HOWELL RD
HOWELL DR
CYPRESS DR
EDGAR ST
DAVIDSON DR
EUGENE WALK
DYLAN DR
DUNBAR DR
HENRY PL
ELIZABETH WY
FIELD ST
CLARA ST
GRISSOM WY
CYPRESS TRAILER PARK RD
CONNER DR
RAILROAD RR
CYPRESS RD

Authorized Improvements
LMD No. 60 (Artisan)

LANDSCAPE

CITY BOUNDARY

0 50 100 200 Feet

Page 1 of 1

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Agreement 32400240

CITY OF OXNARD

Map of Authorized Improvements

MAD No. 4
(Mandalay Beach/Colony/Hotel)

Median - 2,901 sq. ft.
Parking Lot - 61,773 sq. ft.
Sidewalk - 34,024 sq. ft.
Planters - 173,952 sq. ft.
Sand Dune- 508,008 sq. ft.
Turf - 107,847 sq. ft.

- MEDIAN
- PARKING LOT
- PLANTER
- SAND DUNE
- TURF
- DISTRICT BOUNDARY

N
W E
S

0 125 250 500 Feet

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Prepared by NBS - March 2017

Page 1 of 2

FALKIRK AV
SAN TROPEZ CI
MAJORICA ST
SAN SEBASTIAN DR
COSTA DE ORO AV
GATESHEAD BAY
LYME BAY
S HARBOR BL
CANNES SQ
RD
MANDALAY BEACH RD
SUNSET LN
W MARINA MOBILE HOME PARK DR

CITY OF OXNARD

Map of Authorized Improvements

MAD No. 4
(Mandalay Beach/Colony/Hotel)

Trees - 159

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Prepared by NBS - March 2017

Page 2 of 2

ALL Fields MUST Be Completed EXCEPT for TOTAL Fields								
Site	Service Item	Unit of Bid	Frequency of Service	Service Level				
				A	B	C	D	F
	Turf Maintenance							
MAD-4 (Mandalay Beach)	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	$ 333.80				
			Every 2 Weeks		$ 500.70			
			Every Third Week			$ 635.50		
			Monthly				$ 667.60	
			Quarterly					$ 1,335.20
	Aerate	Cost ($) / Service Visit	3x Per Year	$ 252.39				
			Annually		$ 252.39	$ 252.39	$ 252.39	
	Dethatch	Cost ($) / Service Visit	Annually	$ 1,959.46	$ 1,959.46	$ 1,959.46		
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	$ 18.75				
			Annually		$ 18.75	$ 18.75		
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly	$ 243.67				
			Bi-Annually		$ 243.67			
			Annually			$ 243.66	$ 243.66	
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	$ 137.85				
			Quarterly		$ 137.85			
			Bi-Annually			$ 137.86		
			Annually				$ 137.85	
	Trash and Debris Removal							
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All sevices listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	$ 60.31				
			Weekly		$ 254.00	$ 254.00	$ 254.00	
	Graffiti							
	Inspect and Remove	Cost ($) / Service Visit	Daily	$ 1.05				
			Weekly		$ 4.86			
			Every Two Weeks			$ 8.71		
			Monthly				$ 17.56	
	Pest Control							
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 1,176.49	$ 1,176.49	$ 1,176.49	$ 1,176.49	
	Weed Control							
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 46.13				
			Every 2 Weeks		$ 425.84			
			Every Third Week			$ 572.23		
			Monthly				$ 768.88	
			Quarterly					$ 2,191.32
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 35.20				
			Every 2 Weeks		$ 324.95			
			Every Third Week			$ 436.65		
			Quarterly				$ 1,760.16	
	Pruning and Trimming							

	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 657.06				
			Monthly		$ 2,628.24	$ 2,354.47		
			Quarterly				$ 6,570.61	
			Semi-Annually					$ 12,484.15
	Trees	Cost ($) / Service Visit	Monthly	$ 185.13				
			Quarterly		$ 512.68			
			Encroachments & Hazards Only			$ 1,837.10	$ 1,837.10	
			TOTAL					
Site	**Service Item**	**Unit of Bid**	**Frequency of Service**	**Service Level**				
				A	**B**	**C**	**D**	**F**
	Turf Maintenance							
LMD-3 (River Ridge)	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	$ 19.08				
			Every 2 Weeks		$ 28.61			
			Every Third Week			$ 36.32		
			Monthly				$ 38.15	
			Quarterly					$ 76.31
	Aerate	Cost ($) / Service Visit	3x Per Year	$ 14.42				
			Annually		$ 14.42	$ 14.42	$ 14.42	
	Dethatch	Cost ($) / Service Visit	Annually	$ 111.98	$ 111.98	$ 111.98		
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	$ 1.07				
			Annually		$ 1.07	$ 1.07		
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly	$ 13.93				
			Bi-Annually		$ 13.93			
			Annually			$ 13.93	$ 13.93	
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	$ 47.10				
			Quarterly		$ 47.10			
			Bi-Annually			$ 47.10		
			Annually				$ 47.10	
	Trash and Debris Removal							
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All sevices listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	$ 10.42				
			Weekly		$ 43.89	$ 43.89	$ 43.89	
	Graffiti							
	Inspect and Remove	Cost ($) / Service Visit	Daily	$ 0.18				
			Weekly		$ 0.84			
			Every Two Weeks			$ 1.51		
			Monthly				$ 3.03	
	Pest Control							
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 401.93	$ 401.93	$ 401.93	$ 401.93	
	Weed Control							
	Complete control and/or eradication of all weeds within the landscape as	Cost ($) / Service Visit	Daily	$ 7.97				
			Every 2 Weeks		$ 73.58			
			Every Third Week			$ 98.87		

	landscape as scheduled		Monthly				$ 132.85	
			Quarterly					$ 378.62
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 6.08				
			Every 2 Weeks		$ 56.15			
			Every Third Week			$ 75.45		
			Quarterly				$ 304.12	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 224.48				
			Monthly		$ 897.90	$ 804.37		
			Quarterly				$ 2,244.76	
			Semi-Annually					$ 4,265.04
	Trees	Cost ($) / Service Visit	Monthly	$ 63.25				
			Quarterly		$ 175.15			
			Encroahments & Hazards Only			$ 627.62	$ 627.62	
			TOTAL					

Site	Service Item	Unit of Bid	Frequency of Service	Service Level A	B	C	D	F
	Turf Maintenance							
	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	$ 2.08				
			Every 2 Weeks		$ 3.12			
			Every Third Week			$ 3.96		
			Monthly				$ 4.16	
			Quarterly					$ 8.32
	Aerate	Cost ($) / Service Visit	3x Per Year	$ 1.57				
			Annually		$ 1.57	$ 1.57	$ 1.57	
	Dethatch	Cost ($) / Service Visit	Annually	$ 12.20	$ 12.20	$ 12.20		
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	$ 0.12				
			Annually		$ 0.12	$ 0.12		
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly	$ 1.52				
			Bi-Annually		$ 1.52			
			Annually			$ 1.52	$ 1.52	
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	$ 5.26				
			Quarterly		$ 5.26			
			Bi-Annually			$ 5.26		
			Annually				$ 5.26	
	Trash and Debris Removal							
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All sevices listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	$ 1.16				
			Weekly		$ 4.88	$ 4.88	$ 4.88	
	Graffiti							
LMD-10 (Country Club)	Inspect and Remove	Cost ($) / Service Visit	Daily	$ 0.02				
			Weekly		$ 0.09			
			Every Two Weeks			$ 0.17		
			Monthly				$ 0.34	
	Pest Control							

	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 44.89	$ 44.89	$ 44.89	$ 44.89	
	Weed Control							
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 0.89				
			Every 2 Weeks		$ 8.18			
			Every Third Week			$ 10.99		
			Monthly				$ 14.77	
			Quarterly					$ 42.08
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 0.68				
			Every 2 Weeks		$ 6.24			
			Every Third Week			$ 8.39		
			Quarterly				$ 33.80	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 25.07				
			Monthly		$ 100.28	$ 89.83		
			Quarterly				$ 250.70	
			Semi-Annually					$ 476.32
	Trees	Cost ($) / Service Visit	Monthly	$ 7.06				
			Quarterly		$ 19.56			
			Encroahments & Hazards Only			$ 70.09	$ 70.09	
			TOTAL					

Site	Service Item	Unit of Bid	Frequency of Service	Service Level A	B	C	D	F
	Turf Maintenance							
	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	$ 25.26				
			Every 2 Weeks		$ 37.25			
			Every Third Week			$ 46.60		
			Monthly				$ 49.19	
			Quarterly					$ 95.48
	Aerate	Cost ($) / Service Visit	3x Per Year	$ 18.05				
			Annually		$ 18.05	$ 18.05	$ 18.05	
	Dethatch	Cost ($) / Service Visit	Annually	$ 140.12	$ 140.12	$ 140.12		
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	$ 1.34				
			Annually		$ 1.34	$ 1.34		
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly	$ 17.43				
			Bi-Annually		$ 17.43			
			Annually			$ 17.42	$ 17.42	
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	$ 26.73				
			Quarterly		$ 26.73			
			Bi-Annually			$ 26.73		
			Annually				$ 26.73	
	Trash and Debris Removal							
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt	Cost ($) / Service	Daily	$ 7.31				

	Receptacles/Mutt Mitts (on designated service days) and Gutters (All sevices listed in section 4000-1 and 4000-2)	Visit	Weekly		$ 30.80	$ 30.80	$ 30.80	
	Graffiti							
LMD-11 (St. Tropez)	Inspect and Remove	Cost ($) / Service Visit	Daily	$ 0.13				
			Weekly		$ 0.59			
			Every Two Weeks			$ 1.06		
			Monthly				$ 2.13	
	Pest Control							
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 228.11	$ 228.11	$ 228.11	$ 228.11	
	Weed Control							
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 5.59				
			Every 2 Weeks		$ 51.63			
			Every Third Week			$ 69.38		
			Monthly				$ 93.23	
			Quarterly					$ 265.70
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 4.27				
			Every 2 Weeks		$ 39.40			
			Every Third Week			$ 52.94		
			Quarterly				$ 213.42	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 130.48				
			Monthly		$ 516.28	$ 460.97		
			Quarterly				$ 1,280.67	
			Semi-Annually					$ 2,420.57
	Trees	Cost ($) / Service Visit	Monthly	$ 35.90				
			Quarterly		$ 99.41			
			Encroahments & Hazards Only			$ 356.20	$ 356.20	
			TOTAL					

Site	Service Item	Unit of Bid	Frequency of Service	Service Level A	B	C	D	F
	Turf Maintenance							
	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly					
			Every 2 Weeks					
			Every Third Week					
			Monthly					
			Quarterly					
	Aerate	Cost ($) / Service Visit	3x Per Year					
			Annually					
	Dethatch	Cost ($) / Service Visit	Annually					
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually					
			Annually					
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly					
			Bi-Annually					
			Annually					
			Monthly	$ 10.40				

LMD-12 (Standard Pacific)	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Quarterly		$ 10.40			
			Bi-Annually			$ 10.40		
			Annually				$ 10.40	
	Trash and Debris Removal							
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All sevices listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	$ 1.85				
			Weekly		$ 7.79	$ 7.79	$ 7.79	
	Graffiti							
	Inspect and Remove	Cost ($) / Service Visit	Daily	$ 0.03				
			Weekly		$ 0.15			
			Every Two Weeks			$ 0.27		
			Monthly				$ 0.54	
	Pest Control							
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 88.75	$ 88.75	$ 88.75	$ 88.75	
	Weed Control							
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 1.41				
			Every 2 Weeks		$ 13.06			
			Every Third Week			$ 17.54		
			Monthly				$ 23.57	
			Quarterly					$ 67.19
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 1.08				
			Every 2 Weeks		$ 9.96			
			Every Third Week			$ 13.39		
			Quarterly				$ 53.97	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 49.56				
			Monthly		$ 198.26	$ 177.60		
			Quarterly				$ 495.64	
			Semi-Annually					$ 941.72
	Trees	Cost ($) / Service Visit	Monthly	$ 13.97				
			Quarterly		$ 38.67			
			Encroahments & Hazards Only			$ 138.58	$ 138.58	
			TOTAL					

Site	Service Item	Unit of Bid	Frequency of Service	Service Level A	B	C	D	F
	Turf Maintenance							
	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	$ 16.52				
			Every 2 Weeks		$ 24.77			
			Every Third Week			$ 31.44		
			Monthly				$ 33.03	
			Quarterly					$ 66.07
	Aerate	Cost ($) / Service	3x Per Year	$ 12.49				

	Aerate	Visit	Annually		$ 12.49	$ 12.49	$ 12.49	
	Dethatch	Cost ($) / Service Visit	Annually	$ 96.95	$ 96.95	$ 96.95		
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	$ 0.93				
			Annually		$ 0.93	$ 0.93		
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly	$ 12.06				
			Bi-Annually		$ 12.06			
			Annually			$ 12.06	$ 12.06	
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	$ 14.00				
			Quarterly		$ 14.00			
			Bi-Annually			$ 14.00		
			Annually				$ 14.00	
	Trash and Debris Removal							
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All sevices listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	$ 4.26				
			Weekly		$ 17.94	$ 17.94	$ 17.94	
	Graffiti							
LMD 13 (Le Village)	Inspect and Remove	Cost ($) / Service Visit	Daily	$ 0.07				
			Weekly		$ 0.34			
			Every Two Weeks			$ 0.62		
			Monthly				$ 1.24	
	Pest Control							
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 119.46	$ 119.46	$ 119.46	$ 119.46	
	Weed Control							
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 3.26				
			Every 2 Weeks		$ 30.08			
			Every Third Week			$ 40.42		
			Monthly				$ 54.32	
			Quarterly					$ 154.80
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 2.49				
			Every 2 Weeks		$ 22.96			
			Every Third Week			$ 30.85		
			Quarterly				$ 124.34	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 66.72				
			Monthly		$ 266.88	$ 239.08		
			Quarterly				$ 667.19	
			Semi-Annually					$ 1,267.67
	Trees	Cost ($) / Service Visit	Monthly	$ 18.80				
			Quarterly		$ 52.06			
			Encroahments & Hazards Only			$ 186.54	$ 186.54	
			TOTAL					

Site	Service Item	Unit of Bid	Frequency of Service	Service Level				
				A	B	C	D	F
	Turf Maintenance							
LMD 14 (California Cove)	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	$ 38.67				
			Every 2 Weeks		$ 58.01			
			Every Third Week			$ 73.63		
			Monthly				$ 77.34	
			Quarterly					$ 154.69
	Aerate	Cost ($) / Service Visit	3x Per Year	$ 29.24				
			Annually		$ 29.24	$ 29.24	$ 29.24	
	Dethatch	Cost ($) / Service Visit	Annually	$ 227.01	$ 227.01	$ 227.01		
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	$ 2.17				
			Annually		$ 2.17	$ 2.17		
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly	$ 28.23				
			Bi-Annually		$ 28.23			
			Annually			$ 28.23	$ 28.23	
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	$ 77.56				
			Quarterly		$ 77.56			
			Bi-Annually			$ 77.57		
			Annually				$ 77.56	
	Trash and Debris Removal							
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All sevices listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	$ 17.94				
			Weekly		$ 75.55	$ 75.55	$ 75.55	
	Graffiti							
	Inspect and Remove	Cost ($) / Service Visit	Daily	$ 0.31				
			Weekly		$ 1.45			
			Every Two Weeks			$ 2.59		
			Monthly				$ 5.22	
	Pest Control							
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 661.95	$ 661.95	$ 661.95	$ 661.95	
	Weed Control							
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 13.72				
			Every 2 Weeks		$ 126.67			
			Every Third Week			$ 170.21		
			Monthly				$ 228.71	
			Quarterly					$ 651.83
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 10.47				
			Every 2 Weeks		$ 96.66			
			Every Third Week			$ 129.89		
			Quarterly				$ 523.57	
	Pruning and Trimming							

	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 369.70				
			Monthly		$ 1,478.79	$ 1,324.75		
			Quarterly				$ 3,696.98	
			Semi-Annually					$ 7,024.25
	Trees	Cost ($) / Service Visit	Monthly	$ 104.17				
			Quarterly		$ 288.46			
			Encroahments & Hazards Only			$ 1,033.65	$ 1,033.65	
			TOTAL					
Site	Service Item	Unit of Bid	Frequency of Service	Service Level A	Service Level B	Service Level C	Service Level D	Service Level F
	Turf Maintenance							
LMD 16 (California Lighthouse)	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly					
			Every 2 Weeks					
			Every Third Week					
			Monthly					
			Quarterly					
	Aerate	Cost ($) / Service Visit	3x Per Year					
			Annually					
	Dethatch	Cost ($) / Service Visit	Annually					
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually					
			Annually					
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly					
			Bi-Annually					
			Annually					
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	$ 59.08				
			Quarterly		$ 59.08			
			Bi-Annually			$ 59.08		
			Annually				$ 59.08	
	Trash and Debris Removal							
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All sevices listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	$ 10.51				
			Weekly		$ 44.25	$ 44.25	$ 44.25	
	Graffiti							
	Inspect and Remove	Cost ($) / Service Visit	Daily	$ 0.18				
			Weekly		$ 0.85			
			Every Two Weeks			$ 1.52		
			Monthly				$ 3.06	
	Pest Control							
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 504.22	$ 504.22	$ 504.22	$ 504.22	
	Weed Control							
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 8.04				
			Every 2 Weeks		$ 74.18			
			Every Third Week			$ 99.68		
			Monthly				$ 133.94	
			Quarterly					$ 381.72

	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 6.13				
			Every 2 Weeks		$ 56.61			
			Every Third Week			$ 76.06		
			Quarterly				$ 306.62	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 281.60				
			Monthly		$ 1,126.41	$ 1,009.07		
			Quarterly				$ 2,816.01	
			Semi-Annually					$ 5,350.43
	Trees	Cost ($) / Service Visit	Monthly	$ 79.34				
			Quarterly		$ 219.72			
			Encroahments & Hazards Only			$ 787.34	$ 787.34	
			TOTAL					

Site	Service Item	Unit of Bid	Frequency of Service	Service Level A	B	C	D	F
	Turf Maintenance							
LMD 23 (Greystone)	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly					
			Every 2 Weeks					
			Every Third Week					
			Monthly					
			Quarterly					
	Aerate	Cost ($) / Service Visit	3x Per Year					
			Annually					
	Dethatch	Cost ($) / Service Visit	Annually					
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually					
			Annually					
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly					
			Bi-Annually					
			Annually					
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	$ 8.37				
			Quarterly		$ 8.37			
			Bi-Annually			$ 8.37		
			Annually				$ 8.37	
	Trash and Debris Removal							
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All sevices listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	$ 1.49				
			Weekly		$ 6.27	$ 6.27	$ 6.27	
	Graffiti							
	Inspect and Remove	Cost ($) / Service Visit	Daily	$ 0.03				
			Weekly		$ 0.12			
			Every Two Weeks			$ 0.22		
			Monthly				$ 0.43	
	Pest Control							

	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 71.42	$ 71.42	$ 71.42	$ 71.42	
	Weed Control							
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 1.14				
			Every 2 Weeks		$ 10.51			
			Every Third Week			$ 14.12		
			Monthly				$ 18.97	
			Quarterly					$ 54.07
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 0.87				
			Every 2 Weeks		$ 8.02			
			Every Third Week			$ 10.77		
			Quarterly				$ 43.43	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 39.89				
			Monthly		$ 159.55	$ 142.93		
			Quarterly				$ 398.87	
			Semi-Annually					$ 757.85
	Trees	Cost ($) / Service Visit	Monthly	$ 11.24				
			Quarterly		$ 31.12			
			Encroahments & Hazards Only			$ 111.52	$ 111.52	
			TOTAL					

Site	Service Item	Unit of Bid	Frequency of Service	Service Level A	B	C	D	F
	Turf Maintenance							
	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly					
			Every 2 Weeks					
			Every Third Week					
			Monthly					
			Quarterly					
	Aerate	Cost ($) / Service Visit	3x Per Year					
			Annually					
	Dethatch	Cost ($) / Service Visit	Annually					
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually					
			Annually					
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly					
			Bi-Annually					
			Annually					
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	$ 19.78				
			Quarterly		$ 19.78			
			Bi-Annually			$ 19.78		
			Annually				$ 19.78	
	Trash and Debris Removal							
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt	Cost ($) / Service	Daily	$ 3.52				

	Receptacles/Mutt Mitts (on designated service days) and Gutters (All sevices listed in section 4000-1 and 4000-2)	Visit	Weekly		$ 14.81	$ 14.81	$ 14.81	
	Graffiti							
LMD 24 (Vineyards)	Inspect and Remove	Cost ($) / Service Visit	Daily	$ 0.06				
			Weekly		$ 0.28			
			Every Two Weeks			$ 0.51		
			Monthly				$ 1.02	
	Pest Control							
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 168.80	$ 168.80	$ 168.80	$ 168.80	
	Weed Control							
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 2.69				
			Every 2 Weeks		$ 24.83			
			Every Third Week			$ 33.37		
			Monthly				$ 44.84	
			Quarterly					$ 127.80
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 2.05				
			Every 2 Weeks		$ 18.95			
			Every Third Week			$ 25.46		
			Quarterly				$ 102.65	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 94.28				
			Monthly		$ 377.10	$ 337.82		
			Quarterly				$ 942.75	
			Semi-Annually					$ 1,791.23
	Trees	Cost ($) / Service Visit	Monthly	$ 26.56				
			Quarterly		$ 73.56			
			Encroahments & Hazards Only			$ 263.59	$ 263.59	
			TOTAL					

Site	Service Item	Unit of Bid	Frequency of Service	Service Level A	B	C	D	F
	Turf Maintenance							
	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	$ 14.70				
			Every 2 Weeks		$ 22.05			
			Every Third Week			$ 27.99		
			Monthly				$ 29.40	
			Quarterly					$ 58.80
	Aerate	Cost ($) / Service Visit	3x Per Year	$ 11.11				
			Annually		$ 11.11	$ 11.11	$ 11.11	
	Dethatch	Cost ($) / Service Visit	Annually	$ 86.29	$ 86.29	$ 86.29		
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	$ 0.83				
			Annually		$ 0.83	$ 0.83		
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly	$ 10.73				
			Bi-Annually		$ 10.73			
			Annually			$ 10.73	$ 10.73	
			Monthly	$ 18.68				

	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Quarterly		$ 18.68			
			Bi-Annually			$ 18.68		
			Annually				$ 18.68	
	Trash and Debris Removal							
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All sevices listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	$ 4.90				
			Weekly		$ 20.63	$ 20.63	$ 20.63	
	Graffiti							
LMD 25 (The Pointe)	Inspect and Remove	Cost ($) / Service Visit	Daily	$ 0.09				
			Weekly		$ 0.39			
			Every Two Weeks			$ 0.71		
			Monthly				$ 1.43	
	Pest Control							
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 159.40	$ 159.40	$ 159.40	$ 159.40	
	Weed Control							
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 3.75				
			Every 2 Weeks		$ 34.58			
			Every Third Week			$ 46.47		
			Monthly				$ 62.44	
			Quarterly					$ 177.95
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 2.86				
			Every 2 Weeks		$ 26.39			
			Every Third Week			$ 35.46		
			Quarterly				$ 142.94	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 89.02				
			Monthly		$ 356.10	$ 319.00		
			Quarterly				$ 890.24	
			Semi-Annually					$ 1,691.46
	Trees	Cost ($) / Service Visit	Monthly	$ 25.08				
			Quarterly		$ 69.46			
			Encroahments & Hazards Only			$ 248.91	$ 248.91	
			TOTAL					

Site	Service Item	Unit of Bid	Frequency of Service	Service Level A	B	C	D	F
	Turf Maintenance							
	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	$ 33.57				
			Every 2 Weeks		$ 50.35			
			Every Third Week			$ 63.90		
			Monthly				$ 67.13	
			Quarterly					$ 134.26
	Aerate	Cost ($) / Service	3x Per Year	$ 25.38				

	Aerate	Visit	Annually		$ 25.38	$ 25.38	$ 25.38	
	Dethatch	Cost ($) / Service Visit	Annually	$ 197.04	$ 197.04	$ 197.04		
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	$ 1.89				
			Annually		$ 1.89	$ 1.89		
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly	$ 24.50				
			Bi-Annually		$ 24.50			
			Annually			$ 24.50	$ 24.50	
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	$ 25.43				
			Quarterly		$ 25.43			
			Bi-Annually			$ 25.44		
			Annually				$ 25.43	
	Trash and Debris Removal							
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All sevices listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	$ 8.12				
			Weekly		$ 34.21	$ 34.21	$ 34.21	
	Graffiti							
	Inspect and Remove	Cost ($) / Service Visit	Daily	$ 0.14				
			Weekly		$ 0.65			
			Every Two Weeks			$ 1.17		
			Monthly				$ 2.36	
	Pest Control							
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 217.06	$ 217.06	$ 217.06	$ 217.06	
	Weed Control							
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 6.21				
			Every 2 Weeks		$ 57.35			
			Every Third Week			$ 77.07		
			Monthly				$ 103.55	
			Quarterly					$ 295.12
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 4.74				
			Every 2 Weeks		$ 43.76			
			Every Third Week			$ 58.81		
			Quarterly				$ 237.05	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 121.23				
			Monthly		$ 484.91	$ 434.40		
			Quarterly				$ 1,212.29	
			Semi-Annually					$ 2,303.34
	Trees	Cost ($) / Service Visit	Monthly	$ 34.16				
			Quarterly		$ 94.59			
			Encroahments & Hazards Only			$ 338.95	$ 338.95	
			Report Only					$ 74.88
			TOTAL					

LMD 27 (Rose Island)

Site	Service Item	Unit of Bid	Frequency of Service	Service Level				
				A	B	C	D	F
	Turf Maintenance							
LMD 28 (Harborside)	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	$ 26.20				
			Every 2 Weeks		$ 39.30			
			Every Third Week			$ 49.88		
			Monthly				$ 52.40	
			Quarterly					$ 104.80
	Aerate	Cost ($) / Service Visit	3x Per Year	$ 19.81				
			Annually		$ 19.81	$ 19.81	$ 19.81	
	Dethatch	Cost ($) / Service Visit	Annually	$ 153.80	$ 153.80	$ 153.80		
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	$ 1.47				
			Annually		$ 1.47	$ 1.47		
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly	$ 19.13				
			Bi-Annually		$ 19.13			
			Annually			$ 19.13	$ 19.13	
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	$ 62.29				
			Quarterly		$ 62.29			
			Bi-Annually			$ 62.30		
			Annually				$ 62.29	
	Trash and Debris Removal							
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All sevices listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	$ 13.89				
			Weekly		$ 58.48	$ 58.48	$ 58.48	
	Graffiti							
	Inspect and Remove	Cost ($) / Service Visit	Daily	$ 0.24				
			Weekly		$ 1.12			
			Every Two Weeks			$ 2.01		
			Monthly				$ 4.04	
	Pest Control							
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 531.63	$ 531.63	$ 531.63	$ 531.63	
	Weed Control							
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 10.62				
			Every 2 Weeks		$ 98.05			
			Every Third Week			$ 131.76		
			Monthly				$ 177.04	
			Quarterly					$ 504.56
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 8.11				
			Every 2 Weeks		$ 74.82			
			Every Third Week			$ 100.54		
			Quarterly				$ 405.29	

	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 296.91				
			Monthly		$ 1,187.64	$ 1,063.93		
			Quarterly				$ 2,969.10	
			Semi-Annually					$ 5,641.30
	Trees	Cost ($) / Service Visit	Monthly	$ 83.66				
			Quarterly		$ 231.67			
			Encroahments & Hazards Only			$ 830.14	$ 830.14	
			TOTAL					
Site	**Service Item**	**Unit of Bid**	**Frequency of Service**	**Service Level**				
				A	**B**	**C**	**D**	**F**
	Turf Maintenance							
LMD 30 (Haas Automation)	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly					
			Every 2 Weeks					
			Every Third Week					
			Monthly					
			Quarterly					
	Aerate	Cost ($) / Service Visit	3x Per Year					
			Annually					
	Dethatch	Cost ($) / Service Visit	Annually					
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually					
			Annually					
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly					
			Bi-Annually					
			Annually					
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	$ 87.89				
			Quarterly		$ 87.89			
			Bi-Annually			$ 87.89		
			Annually				$ 87.89	
	Trash and Debris Removal							
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All sevices listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	$ 15.63				
			Weekly		$ 65.82	$ 65.82	$ 65.82	
	Graffiti							
	Inspect and Remove	Cost ($) / Service Visit	Daily	$ 0.27				
			Weekly		$ 1.26			
			Every Two Weeks			$ 2.26		
			Monthly				$ 4.55	
	Pest Control							
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 750.05	$ 750.05	$ 750.05	$ 750.05	
	Weed Control							
	Complete control and/or eradication of all weeds within the landscape as	Cost ($) / Service Visit	Daily	$ 11.95				
			Every 2 Weeks		$ 110.35			
			Every Third Week			$ 148.28		

	landscape as scheduled		Monthly				$ 199.24	
			Quarterly					$ 567.84
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 9.12				
			Every 2 Weeks		$ 84.20			
			Every Third Week			$ 113.15		
			Quarterly				$ 456.11	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 418.90				
			Monthly		$ 1,675.60	$ 1,501.06		
			Quarterly				$ 4,189.00	
			Semi-Annually					$ 7,959.09
	Trees	Cost ($) / Service Visit	Monthly	$ 118.03				
			Quarterly		$ 326.85			
			Encroahments & Hazards Only			$ 1,171.22	$ 1,171.22	
			TOTAL					

Site	Service Item	Unit of Bid	Frequency of Service	Service Level A	B	C	D	F
	Turf Maintenance							
	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	$ 131.81				
			Every 2 Weeks		$ 197.71			
			Every Third Week			$ 250.94		
			Monthly				$ 263.62	
			Quarterly					$ 527.24
	Aerate	Cost ($) / Service Visit	3x Per Year	$ 99.66				
			Annually		$ 99.66	$ 99.66	$ 99.66	
	Dethatch	Cost ($) / Service Visit	Annually	$ 773.74	$ 773.74	$ 773.74		
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	$ 7.40				
			Annually		$ 7.40	$ 7.40		
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly	$ 96.22				
			Bi-Annually		$ 96.22			
			Annually			$ 96.22	$ 96.22	
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	$ 40.13				
			Quarterly		$ 40.12			
			Bi-Annually			$ 40.13		
			Annually				$ 40.12	
	Trash and Debris Removal							
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All sevices listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	$ 21.27				
			Weekly		$ 89.58	$ 89.58	$ 89.58	
	Graffiti							
LMD 31 (Rancho de la Rosa)	Inspect and Remove	Cost ($) / Service Visit	Daily	$ 0.37				
			Weekly		$ 1.71			
			Every Two Weeks			$ 3.07		
			Monthly				$ 6.19	
	Pest Control							

	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 342.44	$ 342.44	$ 342.44	$ 342.44	
	Weed Control							
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 16.27				
			Every 2 Weeks		$ 150.19			
			Every Third Week			$ 201.81		
			Monthly				$ 271.17	
			Quarterly					$ 772.84
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 12.42				
			Every 2 Weeks		$ 114.61			
			Every Third Week			$ 154.00		
			Quarterly				$ 620.78	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 191.25				
			Monthly		$ 765.00	$ 685.32		
			Quarterly				$ 1,912.51	
			Semi-Annually					$ 3,633.76
	Trees	Cost ($) / Service Visit	Monthly	$ 53.89				
			Quarterly		$ 149.23			
			Encroahments & Hazards Only			$ 534.73	$ 534.73	
			TOTAL					

Site	Service Item	Unit of Bid	Frequency of Service	Service Level A	B	C	D	F
	Turf Maintenance							
	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	$ 38.65				
			Every 2 Weeks		$ 57.97			
			Every Third Week			$ 73.58		
			Monthly				$ 77.29	
			Quarterly					$ 154.59
	Aerate	Cost ($) / Service Visit	3x Per Year	$ 29.22				
			Annually		$ 29.22	$ 29.22	$ 29.22	
	Dethatch	Cost ($) / Service Visit	Annually	$ 226.86	$ 226.86	$ 226.86		
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	$ 2.17				
			Annually		$ 2.17	$ 2.17		
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly	$ 28.21				
			Bi-Annually		$ 28.21			
			Annually			$ 28.21	$ 28.21	
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	$ 17.15				
			Quarterly		$ 17.15			
			Bi-Annually			$ 17.16		
			Annually				$ 17.15	
	Trash and Debris Removal							
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt	Cost ($) / Service	Daily	$ 7.19				

	Receptacles/Mutt Mitts (on designated service days) and Gutters (All sevices listed in section 4000-1 and 4000-2)	Visit	Weekly		$ 30.30	$ 30.30	$ 30.30	
	Graffiti							
LMD 32 (Oak Park)	Inspect and Remove	Cost ($) / Service Visit	Daily	$ 0.13				
			Weekly		$ 0.58			
			Every Two Weeks			$ 1.04		
			Monthly				$ 2.09	
	Pest Control							
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 146.39	$ 146.39	$ 146.39	$ 146.39	
	Weed Control							
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 5.50				
			Every 2 Weeks		$ 50.80			
			Every Third Week			$ 68.26		
			Monthly				$ 91.72	
			Quarterly					$ 261.41
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 4.20				
			Every 2 Weeks		$ 38.77			
			Every Third Week			$ 52.09		
			Quarterly				$ 209.98	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 81.76				
			Monthly		$ 327.04	$ 292.97		
			Quarterly				$ 817.59	
			Semi-Annually					$ 1,553.43
	Trees	Cost ($) / Service Visit	Monthly	$ 23.04				
			Quarterly		$ 63.79			
			Encroahments & Hazards Only			$ 228.59	$ 228.59	
			TOTAL					

Site	Service Item	Unit of Bid	Frequency of Service	Service Level A	B	C	D	F
	Turf Maintenance							
	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	$ 41.35				
			Every 2 Weeks		$ 62.03			
			Every Third Week			$ 78.73		
			Monthly				$ 82.71	
			Quarterly					$ 165.42
	Aerate	Cost ($) / Service Visit	3x Per Year	$ 31.27				
			Annually		$ 31.27	$ 31.27	$ 31.27	
	Dethatch	Cost ($) / Service Visit	Annually	$ 242.76	$ 242.76	$ 242.76		
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	$ 2.32				
			Annually		$ 2.32	$ 2.32		
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly	$ 30.19				
			Bi-Annually		$ 30.19			
			Annually			$ 30.19	$ 30.19	
			Monthly	$ 31.16				

	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Quarterly		$ 31.16			
			Bi-Annually			$ 31.16		
			Annually				$ 31.16	
	Trash and Debris Removal							
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All sevices listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	$ 9.98				
			Weekly		$ 42.01	$ 42.01	$ 42.01	
	Graffiti							
LMD 33 (El Paseo)	Inspect and Remove	Cost ($) / Service Visit	Daily	$ 0.17				
			Weekly		$ 0.80			
			Every Two Weeks			$ 1.44		
			Monthly				$ 2.90	
	Pest Control							
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 265.92	$ 265.92	$ 265.92	$ 265.92	
	Weed Control							
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 7.63				
			Every 2 Weeks		$ 70.44			
			Every Third Week			$ 94.65		
			Monthly				$ 127.18	
			Quarterly					$ 362.46
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 5.82				
			Every 2 Weeks		$ 53.75			
			Every Third Week			$ 72.23		
			Quarterly				$ 291.14	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 148.52				
			Monthly		$ 594.06	$ 532.18		
			Quarterly				$ 1,485.16	
			Semi-Annually					$ 2,821.80
	Trees	Cost ($) / Service Visit	Monthly	$ 41.85				
			Quarterly		$ 115.88			
			Encroahments & Hazards Only			$ 415.24	$ 415.24	
			TOTAL					

Site	Service Item	Unit of Bid	Frequency of Service	Service Level A	B	C	D	F
	Turf Maintenance							
	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	$ 68.67				
			Every 2 Weeks		$ 103.01			
			Every Third Week			$ 130.74		
			Monthly				$ 137.35	
			Quarterly					$ 274.70
	Aerate	Cost ($) / Service	3x Per Year	$ 51.93				

	Aerate	Visit	Annually		$ 51.93	$ 51.93	$ 51.93	
	Dethatch	Cost ($) / Service Visit	Annually	$ 403.13	$ 403.13	$ 403.13		
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	$ 3.86				
			Annually		$ 3.86	$ 3.86		
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly	$ 50.13				
			Bi-Annually		$ 50.13			
			Annually			$ 50.13	$ 50.13	
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	$ 39.02				
			Quarterly		$ 39.02			
			Bi-Annually			$ 39.03		
			Annually				$ 39.02	
	Trash and Debris Removal							
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All sevices listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	$ 14.30				
			Weekly		$ 60.24	$ 60.24	$ 60.24	
	Graffiti							
LMD 34 (Sunrise Point/ Sunset Cove)	Inspect and Remove	Cost ($) / Service Visit	Daily	$ 0.25				
			Weekly		$ 1.15			
			Every Two Weeks			$ 2.07		
			Monthly				$ 4.16	
	Pest Control							
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 333.04	$ 333.04	$ 333.04	$ 333.04	
	Weed Control							
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 10.94				
			Every 2 Weeks		$ 101.00			
			Every Third Week			$ 135.72		
			Monthly				$ 182.36	
			Quarterly					$ 519.72
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 8.35				
			Every 2 Weeks		$ 77.07			
			Every Third Week			$ 103.56		
			Quarterly				$ 417.46	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 186.00				
			Monthly		$ 744.00	$ 666.50		
			Quarterly				$ 1,859.99	
			Semi-Annually					$ 3,533.99
	Trees	Cost ($) / Service Visit	Monthly	$ 52.41				
			Quarterly		$ 145.13			
			Encroahments & Hazards Only			$ 520.04	$ 520.04	
			TOTAL					

Site	Service Item	Unit of Bid	Frequency of Service	Service Level				
				A	B	C	D	F
	Turf Maintenance							
LMD 36 (Villa Santa Cruz/Villa Carmel)	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	$ 434.08				
			Every 2 Weeks		$ 651.12			
			Every Third Week			$ 826.42		
			Monthly				$ 868.15	
			Quarterly					$ 1,736.31
	Aerate	Cost ($) / Service Visit	3x Per Year	$ 328.22				
			Annually		$ 328.22	$ 328.22	$ 328.22	
	Dethatch	Cost ($) / Service Visit	Annually	$ 2,548.10	$ 2,548.10	$ 2,548.10		
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	$ 24.38				
			Annually		$ 24.38	$ 24.38		
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly	$ 316.87				
			Bi-Annually		$ 316.87			
			Annually			$ 316.86	$ 316.86	
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	$ 116.47				
			Quarterly		$ 116.46			
			Bi-Annually			$ 116.47		
			Annually				$ 116.46	
	Trash and Debris Removal							
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All sevices listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	$ 67.26				
			Weekly		$ 283.27	$ 283.27	$ 283.27	
	Graffiti							
	Inspect and Remove	Cost ($) / Service Visit	Daily	$ 1.17				
			Weekly		$ 5.42			
			Every Two Weeks			$ 9.71		
			Monthly				$ 19.58	
	Pest Control							
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 993.95	$ 993.95	$ 993.95	$ 993.95	
	Weed Control							
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 51.45				
			Every 2 Weeks		$ 474.92			
			Every Third Week			$ 638.17		
			Monthly				$ 857.49	
			Quarterly					$ 2,443.85
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 39.26				
			Every 2 Weeks		$ 362.40			
			Every Third Week			$ 486.98		
			Quarterly				$ 1,963.00	
	Pruning and Trimming							

	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 555.11				
			Monthly		$ 2,220.45	$ 1,989.15		
			Quarterly				$ 5,551.12	
			Semi-Annually					$ 10,547.13
	Trees	Cost ($) / Service Visit	Monthly	$ 156.41				
			Quarterly		$ 433.13			
			Encroahments & Hazards Only			$ 1,552.06	$ 1,552.06	
			TOTAL					
Site	**Service Item**	**Unit of Bid**	**Frequency of Service**	**Service Level**				
				A	**B**	**C**	**D**	**F**
	Turf Maintenance							
	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	$ 9.82				
			Every 2 Weeks		$ 14.72			
			Every Third Week			$ 18.69		
			Monthly				$ 19.63	
			Quarterly					$ 39.26
	Aerate	Cost ($) / Service Visit	3x Per Year	$ 7.42				
			Annually		$ 7.42	$ 7.42	$ 7.42	
	Dethatch	Cost ($) / Service Visit	Annually	$ 57.62	$ 57.62	$ 57.62		
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	$ 0.55				
			Annually		$ 0.55	$ 0.55		
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly	$ 7.17				
			Bi-Annually		$ 7.17			
			Annually			$ 7.17	$ 7.17	
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	$ 13.38				
			Quarterly		$ 13.38			
			Bi-Annually			$ 13.39		
			Annually				$ 13.38	
	Trash and Debris Removal							
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All sevices listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	$ 3.43				
			Weekly		$ 14.46	$ 14.46	$ 14.46	
	Graffiti							
LMD 37 (Pacific Breeze)	Inspect and Remove	Cost ($) / Service Visit	Daily	$ 0.06				
			Weekly		$ 0.28			
			Every Two Weeks			$ 0.50		
			Monthly				$ 1.00	
	Pest Control							
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 114.21	$ 114.21	$ 114.21	$ 114.21	
	Weed Control							
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 2.63				
			Every 2 Weeks		$ 24.24			
			Every Third Week			$ 32.57		
			Monthly				$ 43.76	
			Quarterly					$ 124.71

	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 2.00				
			Every 2 Weeks		$ 18.49			
			Every Third Week			$ 24.85		
			Quarterly				$ 100.18	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 63.79				
			Monthly		$ 255.15	$ 228.57		
			Quarterly				$ 637.87	
			Semi-Annually					$ 1,211.96
	Trees	Cost ($) / Service Visit	Monthly	$ 17.97				
			Quarterly		$ 49.77			
			Encroahments & Hazards Only			$ 178.35	$ 178.35	
			TOTAL					
Site	**Service Item**	**Unit of Bid**	**Frequency of Service**	**Service Level**				
				A	**B**	**C**	**D**	**F**
	Turf Maintenance							
	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	$ 73.10				
			Every 2 Weeks		$ 109.65			
			Every Third Week			$ 139.17		
			Monthly				$ 146.20	
			Quarterly					$ 292.40
	Aerate	Cost ($) / Service Visit	3x Per Year	$ 55.27				
			Annually		$ 55.27	$ 55.27	$ 55.27	
	Dethatch	Cost ($) / Service Visit	Annually	$ 429.10	$ 429.10	$ 429.10		
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	$ 4.11				
			Annually		$ 4.11	$ 4.11		
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly	$ 53.36				
			Bi-Annually		$ 53.36			
			Annually			$ 53.36	$ 53.36	
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	$ 80.59				
			Quarterly		$ 80.59			
			Bi-Annually			$ 80.59		
			Annually				$ 80.59	
	Trash and Debris Removal							
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All sevices listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	$ 22.17				
			Weekly		$ 93.37	$ 93.37	$ 93.37	
	Graffiti							
LMD 38 (Aldea Del Mar)	Inspect and Remove	Cost ($) / Service Visit	Daily	$ 0.39				
			Weekly		$ 1.79			
			Every Two Weeks			$ 3.20		
			Monthly				$ 6.45	
	Pest Control							

	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 687.77	$ 687.77	$ 687.77	$ 687.77	
	Weed Control							
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 16.96				
			Every 2 Weeks		$ 156.54			
			Every Third Week			$ 210.35		
			Monthly				$ 282.64	
			Quarterly					$ 805.52
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 12.94				
			Every 2 Weeks		$ 119.45			
			Every Third Week			$ 160.51		
			Quarterly				$ 647.02	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 384.12				
			Monthly		$ 1,536.46	$ 1,376.41		
			Quarterly				$ 3,841.16	
			Semi-Annually					$ 7,298.20
	Trees	Cost ($) / Service Visit	Monthly	$ 108.23				
			Quarterly		$ 299.71			
			Encroahments & Hazards Only			$ 1,073.96	$ 1,073.96	
			TOTAL					

Site	Service Item	Unit of Bid	Frequency of Service	Service Level				
				A	B	C	D	F
	Turf Maintenance							
	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	$ 686.58				
			Every 2 Weeks		$ 1,029.87			
			Every Third Week			$ 1,307.15		
			Monthly				$ 1,373.17	
			Quarterly					$ 2,746.33
	Aerate	Cost ($) / Service Visit	3x Per Year	$ 519.14				
			Annually		$ 519.14	$ 519.14	$ 519.14	
	Dethatch	Cost ($) / Service Visit	Annually	$ 4,030.34	$ 4,030.34	$ 4,030.34		
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	$ 38.56				
			Annually		$ 38.56	$ 38.56		
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly	$ 501.19				
			Bi-Annually		$ 501.19			
			Annually			$ 501.19	$ 501.19	
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	$ 147.73				
			Quarterly		$ 147.73			
			Bi-Annually			$ 147.73		
			Annually				$ 147.73	
	Trash and Debris Removal							
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt	Cost ($) / Service	Daily	$ 99.90				

	Receptacles/Mutt Mitts (on designated service days) and Gutters (All sevices listed in section 4000-1 and 4000-2)	Visit	Weekly		$ 420.73	$ 420.73	$ 420.73	
	Graffiti							
LMD 39 (El Sueno Promesa/ DR Horton)	Inspect and Remove	Cost ($) / Service Visit	Daily	$ 1.74				
			Weekly		$ 8.05			
			Every Two Weeks			$ 14.43		
			Monthly				$ 29.08	
	Pest Control							
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 1,260.76	$ 1,260.76	$ 1,260.76	$ 1,260.76	
	Weed Control							
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 76.42				
			Every 2 Weeks		$ 705.37			
			Every Third Week			$ 947.85		
			Monthly				$ 1,273.59	
			Quarterly					$ 3,629.74
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 58.31				
			Every 2 Weeks		$ 538.26			
			Every Third Week			$ 723.28		
			Quarterly				$ 2,915.55	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 704.13				
			Monthly		$ 2,816.51	$ 2,523.13		
			Quarterly				$ 7,041.29	
			Semi-Annually					$ 13,378.44
	Trees	Cost ($) / Service Visit	Monthly	$ 198.40				
			Quarterly		$ 549.41			
			Encroahments & Hazards Only			$ 1,968.70	$ 1,968.70	
			TOTAL					

Site	Service Item	Unit of Bid	Frequency of Service	Service Level A	B	C	D	F
	Turf Maintenance							
	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	$ 129.08				
			Every 2 Weeks		$ 193.61			
			Every Third Week			$ 245.74		
			Monthly				$ 258.15	
			Quarterly					$ 516.30
	Aerate	Cost ($) / Service Visit	3x Per Year	$ 97.60				
			Annually		$ 97.60	$ 97.60	$ 97.60	
	Dethatch	Cost ($) / Service Visit	Annually	$ 757.69	$ 757.69	$ 757.69		
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	$ 7.25				
			Annually		$ 7.25	$ 7.25		
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly	$ 94.22				
			Bi-Annually		$ 94.22			
			Annually			$ 94.22	$ 94.22	
			Monthly	$ 11.26				

	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Quarterly		$ 11.26			
			Bi-Annually			$ 11.26		
			Annually				$ 11.26	
	Trash and Debris Removal							
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All sevices listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	$ 15.84				
			Weekly		$ 66.73	$ 66.73	$ 66.73	
	Graffiti							
LMD 40 (Cantada)	Inspect and Remove	Cost ($) / Service Visit	Daily	$ 0.28				
			Weekly		$ 1.28			
			Every Two Weeks			$ 2.29		
			Monthly				$ 4.61	
	Pest Control							
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 96.11	$ 96.11	$ 96.11	$ 96.11	
	Weed Control							
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 12.12				
			Every 2 Weeks		$ 111.88			
			Every Third Week			$ 150.33		
			Monthly				$ 202.00	
			Quarterly					$ 575.70
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 9.25				
			Every 2 Weeks		$ 85.37			
			Every Third Week			$ 114.72		
			Quarterly				$ 462.42	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 53.67				
			Monthly		$ 214.70	$ 192.33		
			Quarterly				$ 536.74	
			Semi-Annually					$ 1,019.81
	Trees	Cost ($) / Service Visit	Monthly	$ 15.12				
			Quarterly		$ 41.88			
			Encroahments & Hazards Only			$ 150.07	$ 150.07	
			TOTAL					

Site	Service Item	Unit of Bid	Frequency of Service	Service Level A	B	C	D	F
	Turf Maintenance							
	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	$ 13.75				
			Every 2 Weeks		$ 20.63			
			Every Third Week			$ 26.18		
			Monthly				$ 27.51	
			Quarterly					$ 55.02
	Aerate	Cost ($) / Service	3x Per Year	$ 10.40				

	Aerate	Visit	Annually		$ 10.40	$ 10.40	$ 10.40	
	Dethatch	Cost ($) / Service Visit	Annually	$ 80.74	$ 80.74	$ 80.74		
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	$ 0.77				
			Annually		$ 0.77	$ 0.77		
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly	$ 10.04				
			Bi-Annually		$ 10.04			
			Annually			$ 10.04	$ 10.04	
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	$ 4.86				
			Quarterly		$ 4.86			
			Bi-Annually			$ 4.86		
			Annually				$ 4.86	
	Trash and Debris Removal							
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All sevices listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	$ 2.34				
			Weekly		$ 9.85	$ 9.85	$ 9.85	
	Graffiti							
LMD 41 (Pacific Cove)	Inspect and Remove	Cost ($) / Service Visit	Daily	$ 0.04				
			Weekly		$ 0.19			
			Every Two Weeks			$ 0.34		
			Monthly				$ 0.68	
	Pest Control							
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 41.48	$ 41.48	$ 41.48	$ 41.48	
	Weed Control							
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 1.79				
			Every 2 Weeks		$ 16.52			
			Every Third Week			$ 22.19		
			Monthly				$ 29.82	
			Quarterly					$ 85.00
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 1.37				
			Every 2 Weeks		$ 12.60			
			Every Third Week			$ 16.94		
			Quarterly				$ 68.27	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 23.17				
			Monthly		$ 92.67	$ 83.02		
			Quarterly				$ 231.68	
			Semi-Annually					$ 440.19
	Trees	Cost ($) / Service Visit	Monthly	$ 6.53				
			Quarterly		$ 18.08			
			Encroahments & Hazards Only			$ 64.78	$ 64.78	
			TOTAL					

Site	Service Item	Unit of Bid	Frequency of Service	Service Level				
				A	B	C	D	F
	Turf Maintenance							
LMD 42 (Cantabria / Coronado)	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	$ 207.82				
			Every 2 Weeks		$ 311.73			
			Every Third Week			$ 395.66		
			Monthly				$ 415.64	
			Quarterly					$ 831.28
	Aerate	Cost ($) / Service Visit	3x Per Year	$ 157.14				
			Annually		$ 157.14	$ 157.14	$ 157.14	
	Dethatch	Cost ($) / Service Visit	Annually	$ 1,219.94	$ 1,219.94	$ 1,219.94		
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	$ 11.67				
			Annually		$ 11.67	$ 11.67		
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly	$ 151.70				
			Bi-Annually		$ 151.71			
			Annually			$ 151.70	$ 151.70	
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	$ 124.01				
			Quarterly		$ 124.01			
			Bi-Annually			$ 124.02		
			Annually				$ 124.01	
	Trash and Debris Removal							
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All sevices listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	$ 44.34				
			Weekly		$ 186.74	$ 186.74	$ 186.74	
	Graffiti							
	Inspect and Remove	Cost ($) / Service Visit	Daily	$ 0.77				
			Weekly		$ 3.57			
			Every Two Weeks			$ 6.40		
			Monthly				$ 12.91	
	Pest Control							
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 1,058.37	$ 1,058.37	$ 1,058.37	$ 1,058.37	
	Weed Control							
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 33.92				
			Every 2 Weeks		$ 313.07			
			Every Third Week			$ 420.69		
			Monthly				$ 565.27	
			Quarterly					$ 1,611.02
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 25.88				
			Every 2 Weeks		$ 238.90			
			Every Third Week			$ 321.02		
			Quarterly				$ 1,294.04	
	Pruning and Trimming							

	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 591.09				
			Monthly		$ 2,364.37	$ 2,118.08		
			Quarterly				$ 5,910.93	
			Semi-Annually					$ 11,230.76
	Trees	Cost ($) / Service Visit	Monthly	$ 166.55				
			Quarterly		$ 461.21			
			Encroahments & Hazards Only			$ 1,652.66	$ 1,652.66	
			TOTAL					
Site	Service Item	Unit of Bid	Frequency of Service	Service Level A	Service Level B	Service Level C	Service Level D	Service Level F
	Turf Maintenance							
LMD 43 (Greenbelt)	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	$ 452.87				
			Every 2 Weeks		$ 679.30			
			Every Third Week			$ 862.19		
			Monthly				$ 905.73	
			Quarterly					$ 1,811.47
	Aerate	Cost ($) / Service Visit	3x Per Year	$ 342.42				
			Annually		$ 342.42	$ 342.42	$ 342.42	
	Dethatch	Cost ($) / Service Visit	Annually	$ 2,658.39	$ 2,658.39	$ 2,658.39		
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	$ 25.43				
			Annually		$ 25.43	$ 25.43		
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly	$ 330.58				
			Bi-Annually		$ 330.58			
			Annually			$ 330.58	$ 330.58	
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	$ 4.47				
			Quarterly		$ 4.47			
			Bi-Annually			$ 4.48		
			Annually				$ 4.47	
	Trash and Debris Removal							
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All sevices listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	$ 49.36				
			Weekly		$ 207.89	$ 207.89	$ 207.89	
	Graffiti							
	Inspect and Remove	Cost ($) / Service Visit	Daily	$ 0.86				
			Weekly		$ 3.98			
			Every Two Weeks			$ 7.13		
			Monthly				$ 14.37	
	Pest Control							
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 38.18	$ 38.18	$ 38.18	$ 38.18	
	Weed Control							
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 37.76				
			Every 2 Weeks		$ 348.53			
			Every Third Week			$ 468.34		
			Monthly				$ 629.29	
			Quarterly					$ 1,793.49

	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 28.81				
			Every 2 Weeks		$ 265.96			
			Every Third Week			$ 357.38		
			Quarterly				$ 1,440.60	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 21.32				
			Monthly		$ 85.29	$ 76.40		
			Quarterly				$ 213.21	
			Semi-Annually					$ 405.11
	Trees	Cost ($) / Service Visit	Monthly	$ 6.01				
			Quarterly		$ 16.64			
			Encroahments & Hazards Only			$ 59.61	$ 59.61	
			TOTAL					
Site	**Service Item**	**Unit of Bid**	**Frequency of Service**	**Service Level**				
				A	**B**	**C**	**D**	**F**
	Turf Maintenance							
	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	$ 127.89				
			Every 2 Weeks		$ 191.84			
			Every Third Week			$ 243.48		
			Monthly				$ 255.78	
			Quarterly					$ 511.56
	Aerate	Cost ($) / Service Visit	3x Per Year	$ 96.70				
			Annually		$ 96.70	$ 96.70	$ 96.70	
	Dethatch	Cost ($) / Service Visit	Annually	$ 750.74	$ 750.74	$ 750.74		
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	$ 7.18				
			Annually		$ 7.18	$ 7.18		
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly	$ 93.36				
			Bi-Annually		$ 93.36			
			Annually			$ 93.36	$ 93.36	
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	$ 155.18				
			Quarterly		$ 155.18			
			Bi-Annually			$ 155.19		
			Annually				$ 155.18	
	Trash and Debris Removal							
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All sevices listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	$ 41.31				
			Weekly		$ 173.98	$ 173.98	$ 173.98	
	Graffiti							
LMD 46 (Daily Ranch)	Inspect and Remove	Cost ($) / Service Visit	Daily	$ 0.72				
			Weekly		$ 3.33			
			Every Two Weeks			$ 5.97		
			Monthly				$ 12.02	
	Pest Control							

	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 1,324.39	$ 1,324.39	$ 1,324.39	$ 1,324.39	
	Weed Control							
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 31.60				
			Every 2 Weeks		$ 291.69			
			Every Third Week			$ 391.95		
			Monthly				$ 526.66	
			Quarterly					$ 1,500.97
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 24.11				
			Every 2 Weeks		$ 222.58			
			Every Third Week			$ 299.09		
			Quarterly				$ 1,205.64	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 739.66				
			Monthly		$ 2,958.66	$ 2,650.46		
			Quarterly				$ 7,396.64	
			Semi-Annually					$ 14,053.62
	Trees	Cost ($) / Service Visit	Monthly	$ 208.41				
			Quarterly		$ 577.13			
			Encroahments & Hazards Only			$ 2,068.06	$ 2,068.06	
			TOTAL					

Site	Service Item	Unit of Bid	Frequency of Service	Service Level				
				A	B	C	D	F
	Turf Maintenance							
	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	$ 46.51				
			Every 2 Weeks		$ 69.76			
			Every Third Week			$ 88.54		
			Monthly				$ 93.01	
			Quarterly					$ 186.02
	Aerate	Cost ($) / Service Visit	3x Per Year	$ 35.16				
			Annually		$ 35.16	$ 35.16	$ 35.16	
	Dethatch	Cost ($) / Service Visit	Annually	$ 273.00	$ 273.00	$ 273.00		
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	$ 2.61				
			Annually		$ 2.61	$ 2.61		
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly	$ 33.95				
			Bi-Annually		$ 33.95			
			Annually			$ 33.95	$ 33.95	
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	$ 30.41				
			Quarterly		$ 30.41			
			Bi-Annually			$ 30.42		
			Annually				$ 30.41	
	Trash and Debris Removal							
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt	Cost ($) / Service	Daily	$ 10.40				

	Receptacles/Mutt Mitts (on designated service days) and Gutters (All sevices listed in section 4000-1 and 4000-2)	Visit	Weekly		$ 43.78	$ 43.78	$ 43.78	
	Graffiti							
LMD 47 (Sycamore Place)	Inspect and Remove	Cost ($) / Service Visit	Daily	$ 0.18				
			Weekly		$ 0.84			
			Every Two Weeks			$ 1.50		
			Monthly				$ 3.03	
	Pest Control							
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 259.56	$ 259.56	$ 259.56	$ 259.56	
	Weed Control							
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 7.95				
			Every 2 Weeks		$ 73.40			
			Every Third Week			$ 98.63		
			Monthly				$ 132.53	
			Quarterly					$ 377.71
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 6.07				
			Every 2 Weeks		$ 56.01			
			Every Third Week			$ 75.26		
			Quarterly				$ 303.39	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 144.96				
			Monthly		$ 579.85	$ 519.45		
			Quarterly				$ 1,449.62	
			Semi-Annually					$ 2,754.28
	Trees	Cost ($) / Service Visit	Monthly	$ 40.85				
			Quarterly		$ 113.11			
			Encroahments & Hazards Only			$ 405.30	$ 405.30	
			TOTAL					

Site	Service Item	Unit of Bid	Frequency of Service	Service Level A	B	C	D	F
	Turf Maintenance							
	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	$ 13.38				
			Every 2 Weeks		$ 20.07			
			Every Third Week			$ 25.47		
			Monthly				$ 26.76	
			Quarterly					$ 53.52
	Aerate	Cost ($) / Service Visit	3x Per Year	$ 10.12				
			Annually		$ 10.12	$ 10.12	$ 10.12	
	Dethatch	Cost ($) / Service Visit	Annually	$ 78.54	$ 78.54	$ 78.54		
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	$ 0.75				
			Annually		$ 0.75	$ 0.75		
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly	$ 9.77				
			Bi-Annually		$ 9.77			
			Annually			$ 9.77	$ 9.77	
			Monthly	$ 16.25				

	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Quarterly		$ 16.25			
			Bi-Annually			$ 16.25		
			Annually				$ 16.25	
	Trash and Debris Removal							
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All sevices listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	$ 4.32				
			Weekly		$ 18.21	$ 18.21	$ 18.21	
	Graffiti							
LMD 49 (Cameron Ranch)	Inspect and Remove	Cost ($) / Service Visit	Daily	$ 0.08				
			Weekly		$ 0.35			
			Every Two Weeks			$ 0.62		
			Monthly				$ 1.26	
	Pest Control							
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 138.70	$ 138.70	$ 138.70	$ 138.70	
	Weed Control							
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 3.31				
			Every 2 Weeks		$ 30.54			
			Every Third Week			$ 41.03		
			Monthly				$ 55.14	
			Quarterly					$ 157.14
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 2.52				
			Every 2 Weeks		$ 23.30			
			Every Third Week			$ 31.31		
			Quarterly				$ 126.22	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 77.46				
			Monthly		$ 309.85	$ 277.58		
			Quarterly				$ 774.63	
			Semi-Annually					$ 1,471.81
	Trees	Cost ($) / Service Visit	Monthly	$ 21.83				
			Quarterly		$ 60.44			
			Encroahments & Hazards Only			$ 216.58	$ 216.58	
			TOTAL					

Site	Service Item	Unit of Bid	Frequency of Service	Service Level A	B	C	D	F
	Turf Maintenance							
	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	$ 19.78				
			Every 2 Weeks		$ 29.67			
			Every Third Week			$ 37.65		
			Monthly				$ 39.55	
			Quarterly					$ 79.11
	Aerate	Cost ($) / Service	3x Per Year	$ 14.95				

	Aerate	Visit	Annually		$ 14.95	$ 14.95	$ 14.95	
	Dethatch	Cost ($) / Service Visit	Annually	$ 116.09	$ 116.09	$ 116.09		
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	$ 1.11				
			Annually		$ 1.11	$ 1.11		
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly	$ 14.44				
			Bi-Annually		$ 14.44			
			Annually			$ 14.44	$ 14.44	
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	$ 5.69				
			Quarterly		$ 5.69			
			Bi-Annually			$ 5.69		
			Annually				$ 5.69	
	Trash and Debris Removal							
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All sevices listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	$ 3.13				
			Weekly		$ 13.19	$ 13.19	$ 13.19	
	Graffiti							
LMD 50 (Pleasant Valley Senior Housing)	Inspect and Remove	Cost ($) / Service Visit	Daily	$ 0.05				
			Weekly		$ 0.25			
			Every Two Weeks			$ 0.45		
			Monthly				$ 0.91	
	Pest Control							
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 48.54	$ 48.54	$ 48.54	$ 48.54	
	Weed Control							
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 2.40				
			Every 2 Weeks		$ 22.12			
			Every Third Week			$ 29.72		
			Monthly				$ 39.93	
			Quarterly					$ 113.81
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 1.83				
			Every 2 Weeks		$ 16.88			
			Every Third Week			$ 22.68		
			Quarterly				$ 91.42	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 27.11				
			Monthly		$ 108.44	$ 97.15		
			Quarterly				$ 271.11	
			Semi-Annually					$ 515.11
	Trees	Cost ($) / Service Visit	Monthly	$ 7.64				
			Quarterly		$ 21.15			
			Encroahments & Hazards Only			$ 75.80	$ 75.80	
			TOTAL					

Site	Service Item	Unit of Bid	Frequency of Service	Service Level				
				A	B	C	D	F
	Turf Maintenance							
LMD 51 (Pfieler)	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	$ 295.67				
			Every 2 Weeks		$ 443.51			
			Every Third Week			$ 562.91		
			Monthly				$ 591.34	
			Quarterly					$ 1,182.68
	Aerate	Cost ($) / Service Visit	3x Per Year	$ 223.56				
			Annually		$ 223.56	$ 223.56	$ 223.56	
	Dethatch	Cost ($) / Service Visit	Annually	$ 1,735.63	$ 1,735.63	$ 1,735.63		
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	$ 16.60				
			Annually		$ 16.60	$ 16.60		
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly	$ 215.83				
			Bi-Annually		$ 215.83			
			Annually			$ 215.83	$ 215.83	
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	$ 95.65				
			Quarterly		$ 95.65			
			Bi-Annually			$ 95.66		
			Annually				$ 95.65	
	Trash and Debris Removal							
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All sevices listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	$ 48.72				
			Weekly		$ 205.17	$ 205.17	$ 205.17	
	Graffiti							
	Inspect and Remove	Cost ($) / Service Visit	Daily	$ 0.85				
			Weekly		$ 3.93			
			Every Two Weeks			$ 7.04		
			Monthly				$ 14.18	
	Pest Control							
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 816.34	$ 816.34	$ 816.34	$ 816.34	
	Weed Control							
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 37.27				
			Every 2 Weeks		$ 343.99			
			Every Third Week			$ 462.23		
			Monthly				$ 621.09	
			Quarterly					$ 1,770.09
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 28.44				
			Every 2 Weeks		$ 262.49			
			Every Third Week			$ 352.72		
			Quarterly				$ 1,421.81	
	Pruning and Trimming							

	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 455.92				
			Monthly		$ 1,823.68	$ 1,633.71		
			Quarterly				$ 4,559.19	
			Semi-Annually					$ 8,662.47
	Trees	Cost ($) / Service Visit	Monthly	$ 128.46				
			Quarterly		$ 355.74			
			Encroahments & Hazards Only			$ 1,274.72	$ 1,274.72	
			TOTAL					
Site	Service Item	Unit of Bid	Frequency of Service	Service Level				
				A	B	C	D	F
	Turf Maintenance							
LMD 52 (Wingfield)	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	$ 4.30				
			Every 2 Weeks		$ 6.44			
			Every Third Week			$ 8.18		
			Monthly				$ 8.59	
			Quarterly					$ 17.19
	Aerate	Cost ($) / Service Visit	3x Per Year	$ 3.25				
			Annually		$ 3.25	$ 3.25	$ 3.25	
	Dethatch	Cost ($) / Service Visit	Annually	$ 25.22	$ 25.22	$ 25.22		
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	$ 0.24				
			Annually		$ 0.24	$ 0.24		
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly	$ 3.14				
			Bi-Annually		$ 3.14			
			Annually			$ 3.14	$ 3.14	
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	$ 5.23				
			Quarterly		$ 5.23			
			Bi-Annually			$ 5.23		
			Annually				$ 5.23	
	Trash and Debris Removal							
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All sevices listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	$ 1.39				
			Weekly		$ 5.86	$ 5.86	$ 5.86	
	Graffiti							
	Inspect and Remove	Cost ($) / Service Visit	Daily	$ 0.02				
			Weekly		$ 0.11			
			Every Two Weeks			$ 0.20		
			Monthly				$ 0.41	
	Pest Control							
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 44.64	$ 44.64	$ 44.64	$ 44.64	
	Weed Control							
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 1.06				
			Every 2 Weeks		$ 9.82			
			Every Third Week			$ 13.20		
			Monthly				$ 17.73	
			Quarterly					$ 50.54

	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	**$ 0.81**				
			Every 2 Weeks		**$ 7.49**			
			Every Third Week			**$ 10.07**		
			Quarterly				**$ 40.59**	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	**$ 24.93**				
			Monthly		**$ 99.72**	**$ 89.33**		
			Quarterly				**$ 249.31**	
			Semi-Annually					**$ 473.68**
	Trees	Cost ($) / Service Visit	Monthly	**$ 7.02**				
			Quarterly		**$ 19.45**			
			Encroahments & Hazards Only			**$ 69.70**	**$ 69.70**	
			TOTAL					
Site	**Service Item**	**Unit of Bid**	**Frequency of Service**	**Service Level**				
				A	**B**	**C**	**D**	**F**
	Turf Maintenance							
	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly					
			Every 2 Weeks					
			Every Third Week					
			Monthly					
			Quarterly					
	Aerate	Cost ($) / Service Visit	3x Per Year					
			Annually					
	Dethatch	Cost ($) / Service Visit	Annually					
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually					
			Annually					
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly					
			Bi-Annually					
			Annually					
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	**$ 7.42**				
			Quarterly		**$ 7.42**			
			Bi-Annually			**$ 7.42**		
			Annually				**$ 7.42**	
	Trash and Debris Removal							
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All sevices listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	**$ 1.34**				
			Weekly		**$ 5.63**	**$ 5.63**	**$ 5.63**	
	Graffiti							
LMD 53 (Huff Court)	Inspect and Remove	Cost ($) / Service Visit	Daily	**$ 0.02**				
			Weekly		**$ 0.11**			
			Every Two Weeks			**$ 0.19**		
			Monthly				**$ 0.39**	
	Pest Control							

	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 63.29	$ 63.29	$ 63.29	$ 63.29	
	Weed Control							
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 1.02				
			Every 2 Weeks		$ 9.43			
			Every Third Week			$ 12.68		
			Monthly				$ 17.03	
			Quarterly					$ 48.55
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 0.78				
			Every 2 Weeks		$ 7.20			
			Every Third Week			$ 9.67		
			Quarterly				$ 39.00	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 35.35				
			Monthly		$ 141.40	$ 126.67		
			Quarterly				$ 353.50	
			Semi-Annually					$ 671.65
	Trees	Cost ($) / Service Visit	Monthly	$ 9.96				
			Quarterly		$ 27.58			
			Encroahments & Hazards Only			$ 98.84	$ 98.84	
			TOTAL					

Site	Service Item	Unit of Bid	Frequency of Service	Service Level				
				A	B	C	D	F
	Turf Maintenance							
	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	$ 5.37				
			Every 2 Weeks		$ 8.06			
			Every Third Week			$ 10.23		
			Monthly				$ 10.75	
			Quarterly					$ 21.50
	Aerate	Cost ($) / Service Visit	3x Per Year	$ 4.06				
			Annually		$ 4.06	$ 4.06	$ 4.06	
	Dethatch	Cost ($) / Service Visit	Annually	$ 31.55	$ 31.55	$ 31.55		
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	$ 0.30				
			Annually		$ 0.30	$ 0.30		
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly	$ 3.92				
			Bi-Annually		$ 3.93			
			Annually			$ 3.92	$ 3.92	
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	$ 3.01				
			Quarterly		$ 3.01			
			Bi-Annually			$ 3.01		
			Annually				$ 3.01	
	Trash and Debris Removal							
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt	Cost ($) / Service	Daily	$ 1.11				

	Receptacles/Mutt Mitts (on designated service days) and Gutters (All sevices listed in section 4000-1 and 4000-2)	Visit	Weekly		$ 4.68	$ 4.68	$ 4.68	
	Graffiti							
LMD 54 (Meadow Crest)	Inspect and Remove	Cost ($) / Service Visit	Daily	$ 0.02				
			Weekly		$ 0.09			
			Every Two Weeks			$ 0.16		
			Monthly				$ 0.32	
	Pest Control							
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 25.70	$ 25.70	$ 25.70	$ 25.70	
	Weed Control							
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 0.85				
			Every 2 Weeks		$ 7.85			
			Every Third Week			$ 10.55		
			Monthly				$ 14.17	
			Quarterly					$ 40.40
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 0.65				
			Every 2 Weeks		$ 5.99			
			Every Third Week			$ 8.05		
			Quarterly				$ 32.45	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 14.35				
			Monthly		$ 57.41	$ 51.43		
			Quarterly				$ 143.53	
			Semi-Annually					$ 272.72
	Trees	Cost ($) / Service Visit	Monthly	$ 4.04				
			Quarterly		$ 11.20			
			Encroahments & Hazards Only			$ 40.13	$ 40.13	
			TOTAL					

Site	Service Item	Unit of Bid	Frequency of Service	Service Level A	B	C	D	F
	Turf Maintenance							
	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	$ 15.17				
			Every 2 Weeks		$ 22.75			
			Every Third Week			$ 28.88		
			Monthly				$ 30.34	
			Quarterly					$ 60.67
	Aerate	Cost ($) / Service Visit	3x Per Year	$ 11.47				
			Annually		$ 11.47	$ 11.47	$ 11.47	
	Dethatch	Cost ($) / Service Visit	Annually	$ 89.03	$ 89.03	$ 89.03		
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	$ 0.85				
			Annually		$ 0.85	$ 0.85		
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly	$ 11.07				
			Bi-Annually		$ 11.07			
			Annually			$ 11.07	$ 11.07	
			Monthly	$ 36.21				

	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Quarterly		$ 36.21			
			Bi-Annually			$ 36.21		
			Annually				$ 36.21	
	Trash and Debris Removal							
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All sevices listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	$ 8.07				
			Weekly		$ 33.97	$ 33.97	$ 33.97	
	Graffiti							
LMD 55 (Wingfield West)	Inspect and Remove	Cost ($) / Service Visit	Daily	$ 0.14				
			Weekly		$ 0.65			
			Every Two Weeks			$ 1.17		
			Monthly				$ 2.35	
	Pest Control							
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 309.05	$ 309.05	$ 309.05	$ 309.05	
	Weed Control							
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 6.17				
			Every 2 Weeks		$ 56.95			
			Every Third Week			$ 76.53		
			Monthly				$ 102.83	
			Quarterly					$ 293.07
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 4.71				
			Every 2 Weeks		$ 43.46			
			Every Third Week			$ 58.40		
			Quarterly				$ 235.41	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 172.60				
			Monthly		$ 690.41	$ 618.49		
			Quarterly				$ 1,726.02	
			Semi-Annually					$ 3,279.43
	Trees	Cost ($) / Service Visit	Monthly	$ 48.63				
			Quarterly		$ 134.68			
			Encroahments & Hazards Only			$ 482.58	$ 482.58	
			TOTAL					

Site	Service Item	Unit of Bid	Frequency of Service	Service Level A	B	C	D	F
	Turf Maintenance							
	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	$ 32.45				
			Every 2 Weeks		$ 48.68			
			Every Third Week			$ 61.78		
			Monthly				$ 64.90	
			Quarterly					$ 129.81
	Aerate	Cost ($) / Service	3x Per Year	$ 24.54				

	Aerate	Visit	Annually		$ 24.54	$ 24.54	$ 24.54	
	Dethatch	Cost ($) / Service Visit	Annually	$ 190.50	$ 190.50	$ 190.50		
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	$ 1.82				
			Annually		$ 1.82	$ 1.82		
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly	$ 23.69				
			Bi-Annually		$ 23.69			
			Annually			$ 23.69	$ 23.69	
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	$ 14.60				
			Quarterly		$ 14.60			
			Bi-Annually			$ 14.60		
			Annually				$ 14.60	
	Trash and Debris Removal							
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All sevices listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	$ 6.08				
			Weekly		$ 25.59	$ 25.59	$ 25.59	
	Graffiti							
LMD 58 (Westwind)	Inspect and Remove	Cost ($) / Service Visit	Daily	$ 0.11				
			Weekly		$ 0.49			
			Every Two Weeks			$ 0.88		
			Monthly				$ 1.77	
	Pest Control							
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 124.61	$ 124.61	$ 124.61	$ 124.61	
	Weed Control							
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 4.65				
			Every 2 Weeks		$ 42.91			
			Every Third Week			$ 57.66		
			Monthly				$ 77.47	
			Quarterly					$ 220.79
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 3.55				
			Every 2 Weeks		$ 32.74			
			Every Third Week			$ 44.00		
			Quarterly				$ 177.35	
	Pruning and Trimming							
	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 69.60				
			Monthly		$ 278.38	$ 249.38		
			Quarterly				$ 695.96	
			Semi-Annually					$ 1,322.32
	Trees	Cost ($) / Service Visit	Monthly	$ 19.61				
			Quarterly		$ 54.30			
			Encroahments & Hazards Only			$ 194.58	$ 194.58	
			TOTAL					

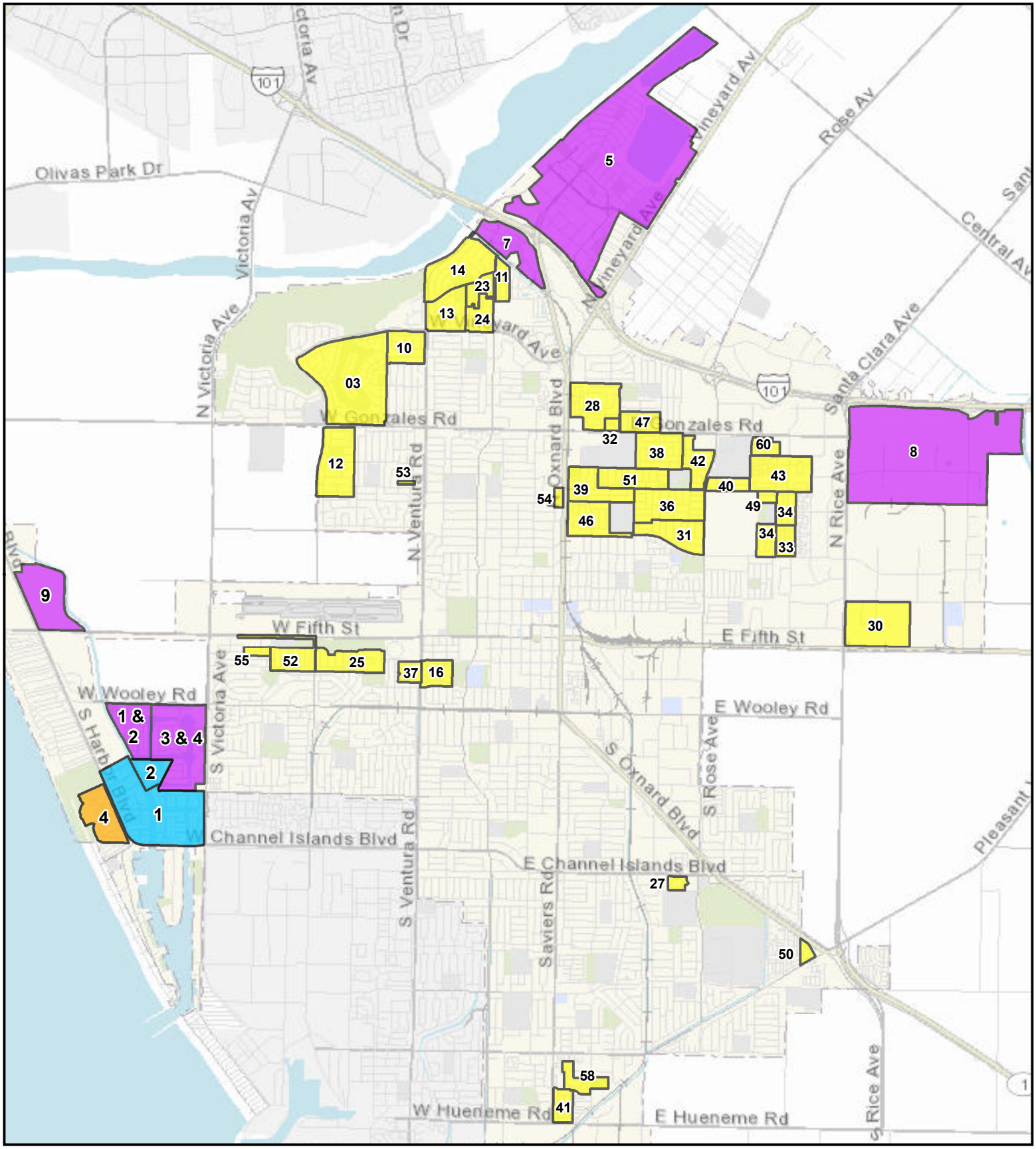
Site	Service Item	Unit of Bid	Frequency of Service	Service Level				
				A	B	C	D	F
	Turf Maintenance							
LMD 60 (Artisan)	Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly					
			Every 2 Weeks					
			Every Third Week					
			Monthly					
			Quarterly					
	Aerate	Cost ($) / Service Visit	3x Per Year					
			Annually					
	Dethatch	Cost ($) / Service Visit	Annually					
	Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually					
			Annually					
	Fertilization							
	Turf	Cost ($) / Service Visit	Quarterly					
			Bi-Annually					
			Annually					
	Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	$ 33.23				
			Quarterly		$ 33.23			
			Bi-Annually			$ 33.23		
			Annually				$ 33.23	
	Trash and Debris Removal							
	Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All sevices listed in section 4000-1 and 4000-2)	Cost ($) / Service Visit	Daily	$ 5.91				
			Weekly		$ 24.89	$ 24.89	$ 24.89	
	Graffiti							
	Inspect and Remove	Cost ($) / Service Visit	Daily	$ 0.10				
			Weekly		$ 0.48			
			Every Two Weeks			$ 0.85		
			Monthly				$ 1.72	
	Pest Control							
	Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 283.61	$ 283.61	$ 283.61	$ 283.61	
	Weed Control							
	Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 4.52				
			Every 2 Weeks		$ 41.73			
			Every Third Week			$ 56.07		
			Monthly				$ 75.34	
			Quarterly					$ 214.72
	Irrigation							
	Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 3.45				
			Every 2 Weeks		$ 31.84			
			Every Third Week			$ 42.79		
			Quarterly				$ 172.47	
	Pruning and Trimming							

	Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 158.40				
			Monthly		$ 633.59	$ 567.59		
			Quarterly				$ 1,583.97	
			Semi-Annually					$ 3,009.54
	Trees	Cost ($) / Service Visit	Monthly	$ 44.63				
			Quarterly		$ 123.59			
			Encroahments & Hazards Only			$ 442.87	$ 442.87	
			TOTAL					

ADDITIONAL / IRREGULAR SERVICES - ANY SITE IN RATE SHEET			
Service Item		**Unit of Bid**	**Bid**
Soil Testing			
	Soil Test per Site	Cost ($) / Service Visit	$ 200.00
Fencing			
	Pressure Wash (annually)	Cost ($) / Service Visit	$ 5,300.00
Reports			
	Tree and Health Inspection Report	Per Report	$ 3,600.00
	General Inspection Report	Per Report	$ 2,800.00
	Irrigation Report	Per Report	$ 3,500.00
Supplemental Labor (Hourly Rate)			
	Laborer	Hourly Rate	$ 56.00
	Irrigation Tech	Hourly Rate	$ 80.00
	Crew Lead	Hourly Rate	$ 65.00
		TOTAL	$ 15,601.00

						TOTAL CUMU	$ 4,207,367.68	

CITY OF OXNARD SPECIAL DISTRICTS



Maintenance Assessment District (District No.)

Community Facilities District (District No.)

Waterway Assessment District (Zone No.)

Landscape Maintenance District (District No.)

Created by:
CITY OF OXNARD
Geographic Information Systems Division
March 2023

3,000 0 3,000 6,000 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.

N W E S

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

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/ 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

Agreement 324000240 with Mariposa Landscapes, Inc. for Landscape Maintenance Services for 37 Landscape Maintenance Districts and 1 Maintenance Assessment District

Public Works & Transportation Committee, October 24, 2023
City Council, November 7, 2023

Anthony Miller
Special Districts Project Manager

CITY OF OXNARD CALIFORNIA

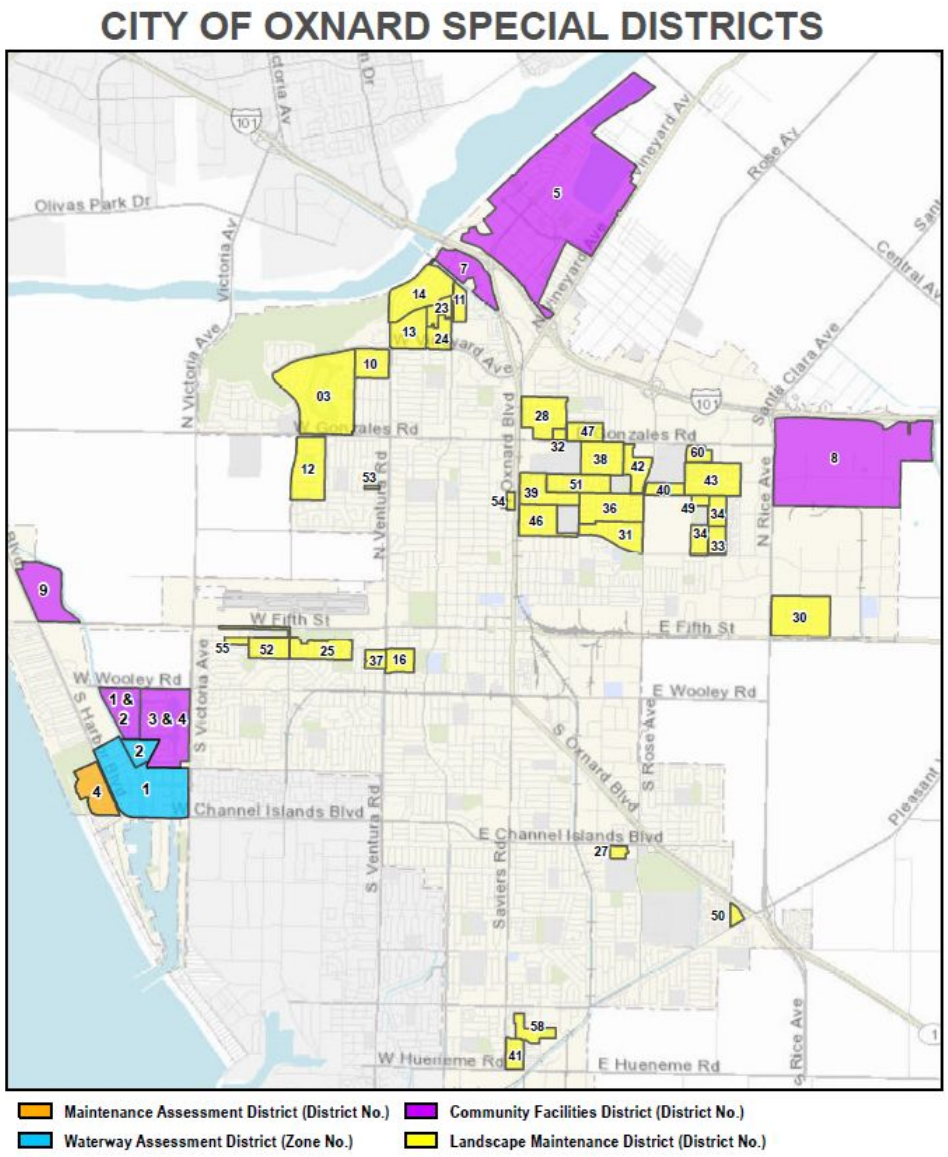
RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute the Agreement for up to five years with Mariposa Landscapes Inc for landscape maintenance services within the City's 37 Landscape Maintenance Districts and 1 Maintenance Assessment District in the amount not to exceed $9,000,000 that includes all possible extensions for the maximum 5 year term ending December 31, 2028.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute the Agreement for up to five years with Mariposa Landscapes Inc for landscape maintenance services within the City's 37 Landscape Maintenance Districts and 1 Maintenance Assessment District in the amount not to exceed $9,000,000 that includes all possible extensions for the maximum 5 year term ending December 31, 2028.

MAP OF SPECIAL DISTRICTS IN THE CITY OF OXNARD



More information can be found at:

oxnard.org/city-department/finance/special-assessment-districts/

BACKGROUND

- The Special Districts Division of the Public Works Department is responsible for the maintenance, operation, and administration of the City's 50 Special Districts, including 37 Landscape Maintenance Districts ("LMDs") and one (1) Maintenance Assessment District ("MAD-4").

- The LMDs were formed under the Landscaping and Lighting Act of 1972 (Streets & Highways Code Section 22500 et seq.) to help fund the ongoing maintenance of various public improvements within new developments.

BACKGROUND

- The MAD-4 was formed pursuant to the Improvement Act of 1911 in order to recover the costs of the City's maintenance of the 36-acre beach area, in addition to the landscaping within the public rights-of-way in Tract No. 2923.

- Each of these Special Districts have specific individual authorized services and improvements, including but not limited to; park landscapes, open spaces, parkways, medians, other public improvements, and recreation and park amenities such as picnic shelters, restrooms, arbors, and fountains.

BACKGROUND

- Properties within each District are assessed in an annual parcel assessment for the purposes of maintaining these and other authorized services and improvements within their District.

- As required by the governance of LMDs, only special benefit, and not general benefit, can be assessed to the applicable property owners, as evaluated in the Annual Engineer's Report.

BACKGROUND

- The amount of general benefit that is provided from the District's maintenance activities cannot be funded by the property owners' assessments and is therefore funded by a non-assessment funding source, such as the General Fund.

- Both the special benefit and the general benefit amounts change annually based on each individual District's requirements and budget as evaluated in the Annual Engineers Report.

- Since 2019, Garcia's Landscape Maintenance Inc. has provided the landscape maintenance services for these areas.

DISCUSSION

- This Agreement will provide the landscape maintenance services within each of the 37 LMDs and 1 MAD at the frequency that is specified in each district's level of service.

- These services may include; trash pickup, mowing, weeding, maintenance of all plant material and ground cover, application of fertilizer, pesticides, and herbicides, removal of graffiti, and the servicing of park improvements.

DISCUSSION

- Each district's service level, frequency, and cost is determined independently of the other districts based on each district's areas of service, the amount of authorized improvements within the district, and number of parcels being assessed within the district.

- Based on each district's available funds and needs, it may be possible for certain tasks to be provided at different service levels within each district to maximize the available funds. For example, a district may have turf areas that the residents desire to have mowed every two weeks (service level "B") but choose to trim the bushes only quarterly (service level "D").

DISCUSSION

- The landscape maintenance contractor is to furnish all labor, materials, supplies, and equipment to complete the work as required by this Agreement. In addition, the contractor is to provide the services within this Agreement at the frequency that is identified within the Agreement Service Levels.

- Currently, there are nineteen (19) LMDs at service level “A”, six (6) LMDs at service level “B”, one (1) LMD at service level “C”, one (1) LMD at service level “D”, and ten (10) LMDs and the MAD at service level “F”.

DISCUSSION

- For the remainder of Fiscal Year 2023-24, the service levels for each district are anticipated to remain the same, but may be adjusted to different levels based on available funds and requests of the residents.

- The proposed contract rates are higher for some of the districts than the previous contract rates, the next budget cycle will need to include discussions with property owners about their desire to maintain their current level of service with a corresponding increase in their assessment (under the maximum allowable assessment) or to reduce the level of service

DISCUSSION

- Additionally, there are some districts currently at a service level F that may not have the ability to pay for level F services within their current maximum allowable assessment.

- These districts may need to contemplate a Prop 218 process or other options to maintain their improvements.

- To ensure quality performance by the contractor, Special Districts staff will meet with the contractor on a monthly basis to review their performance. Any failures to provide services that are not addressed in a timely and professional manner, will result in a penalty for each occurance against the contractor's monthly invoice.

DISCUSSION

- The City's Purchasing Department released a Request for Bid (RFB) PW24-24 for Landscape Maintenance - Landscape Maintenance Districts on August 29, 2023, with a bid due date of September 20, 2023.
- Each bid was evaluated based on the total cost for all services levels (aggregate) on an annual basis. The "As Needed/As Required" and the "Additional/Irregular Services" prices were included as one time expenses on an annual basis.
- These prices were then compiled into a total bid price to determine the lowest bidder. Therefore, the actual annual cost of the lowest bid will be less than the aggregate total.

DISCUSSION

- The aggregate bids totals received are as follows:

Mariposa Landscapes Inc.	$4,207,367.68
SGD dba Four Seasons Landscaping	$4,745,946.14
Garcia's Landscape Maintenance Inc.	$19,531,318.00
JAS Landscaping	$51,930,188.85

DISCUSSION

- An additional review was conducted with a determination of Mariposa Landscapes Inc.as the lowest, responsive bidder pursuant to the process outlined in the Oxnard Municipal Code.
- Staff has confirmed that Mariposa Landscapes Inc. meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State.
- Based upon the available information and research performed to date, staff believes that the vendor is capable of satisfactorily providing the necessary services.

FINANCIAL IMPACT

- The total cost of this Agreement shall not exceed $9,000,000 for the maximum allowable term of 5 years.

- Increases to the Contract price may be requested by the Contractor and cannot exceed a 3% increase year over year. Any increase requested must be substantiated with supporting documentation such as increases in materials pricing, CPI increases, or other cost increases.

FINANCIAL IMPACT

- The City reserves the right to request a price reductions. Any change in pricing must be requested in writing and must be agreed to by both City and Contractor prior to the changes taking effect.

- Prices may be adjusted per the language in the Agreement on an annual basis after the initial 12 month term.

FINANCIAL IMPACT

- The estimated spending plan across all 37 LMDs and 1 MAD in Fiscal Year 2023-24 is $616,189 commencing January 1, 2024.

- Sufficient funding is available in the Adopted FY 2023-24 operating budgets for each district. The funding for the subsequent fiscal years will be requested through the annual budget process, including any general benefit contributions.

- This Agreement will be funded in its entirety from the Professional Services account of each respective district.

CITY OF OXNARD CALIFORNIA

QUESTIONS

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.8

DATE: November 7, 2023

TO: City Council

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

SUBJECT: Agreement 32400238 with Mariposa Landscapes Inc. for Landscape Maintenance Services within Community Facilities District No. 2. (15 minutes)

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an Agreement with Mariposa Landscapes Inc. for landscape maintenance services within Community Facilities District No. 2 in the amount not to exceed $1,564,500.00 for the maximum five-year term of the Agreement, with an initial term of twelve months, ending December 31, 2024, after which the Agreement may be extended for four additional one-year terms with a fully extended final term ending on December 31, 2028.

(Public Works and Transportation Committee approved 3-0)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/GBxyRmC8le8

BACKGROUND

The Special Districts Division of the Public Works Department is responsible for the maintenance, operation, and administration of the City's 50 Special Districts, including Community Facilities District No. 2 ("CFD-2" or "Westport"). Each of these Special Districts have specific individual authorized services and improvements, including but not limited to; park landscapes, open spaces, parkways, medians, other public improvements, and recreation and park amenities such as picnic shelters, restrooms, arbors, and fountains. Properties within each District are assessed in an annual parcel assessment for the purposes of maintaining these and other authorized services and improvements within their District. Since 2019, Garcia's Landscape Maintenance Inc. has provided landscape maintenance services to CFD-2.

DISCUSSION

CFD 2 was established in 2000 with the approval of the property owners to pay for the cost and expense of providing certain public services throughout the Westport development, which includes, but is not limited to the maintenance of parks, parkways and open spaces, and the waterways within and adjoining the CFD and the harbor.

CFD-2 is part of four (4) "Waterways Districts" that are located around the Channel Islands Harbor and directly managed by a Project Manager and two (2) Landscape Maintenance Inspectors. This Agreement for landscape maintenance services will provide services within CFD 2 at the service level and frequency that is specified in the Agreement. The services include trash pickup, mowing, weeding, maintenance of all plant material and ground cover, application of fertilizer, pesticides, and herbicides, removal of graffiti, and servicing park improvements.

The landscape contractor is to furnish all labor, materials, supplies, and equipment to complete the work as required by this Agreement. Currently, Westport is maintained at service level A. This service level is anticipated to remain at this level outside of changes in funding levels or input from the community. In order to maintain the selected level of service

and ensure quality performance, Division staff will meet with the contractor on a monthly basis to review their performance. Any failure to provide services that are not addressed in a timely and professional manner, will result in a penalty for each occurrence against the contractor's monthly invoice.

The Purchasing Department released a Request for Bid (RFB) PW24-26 for Landscape Maintenance - Community Facility District 4 Westport on August 29, 2023, with a bid due date of September 20, 2023. It was noted that the text "CFD-4" was incorrectly used within the title of the solicitation; however, all supporting documentation within the bid package and maps of service areas specifically stated "CFD-2" as the area that was being bid. All bidders who attended the job walk on September 6th were reminded of this and directed to review the solicitation materials. No questions regarding the error in the title were received.

The RFB PW24-26 received a total of five (5) bids from the following contractors: Mariposa Landscapes Inc., SGD Enterprises dba Four Seasons Landscaping, Garcia's Landscaping Maintenance Inc., JAS Landscape, LLC., and American Heritage Landscape. Each bid was evaluated based on the total cost of service for all service levels (aggregate) on an annual basis. "As Needed/As Required" and "Additional/Irregular Services" prices were included as a one-time expense. These prices were compiled into a total bid price, which was then used to determine the lowest bidder. Therefore, the actual annual cost of the lowest bid will be less than the aggregate total. The aggregate bids totals received are as follows:

Vendor	Total Bid Price (Aggregate)
Mariposa Landscapes Inc.	$967,237.29
SGD dba Four Seasons Landscaping	$1,210,177.59
Garcia's Landscape Maintenance Inc.	$2,600,177.00
JAS Landscaping	$5,268,478.00
American Heritage Landscaping	$44,245,878.00

The bids were reviewed by the Purchasing Department (Purchasing Manager) and Special Districts Division (Special Districts Manager, Project Manager - Administration) and Public Works Administration (Administrative Services Analyst, Senior). After initial review, staff identified challenges in comparing the bids and the five (5) companies were issued a Request for Clarification ("RFC") and an updated rate sheet to utilize with a due date of September 26, 2023. After receiving the RFCs, additional review was conducted with the determination of Mariposa Landscapes Inc. to be the lowest, responsive bidder pursuant to the process outlined in the Oxnard Municipal Code. Staff has confirmed that Mariposa Landscapes Inc. meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State. Based upon the available information and research performed to date, staff believes that the contractor is capable of satisfactorily providing the necessary services.

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 of this Agreement if extended to its maximum allowable term of 5 years shall not exceed $1,564,500.00. Price increases and decreases are allowed under this agreement. Increases to the Contract price may be requested by the Contractor and cannot exceed a 3% increase year over year. Any increase requested must be substantiated with supporting documentation such as documented increases in pricing, CPI increases, or other cost increases which directly apply to the services rendered under this contract. If substantial price decreases are observed, the City reserves the right to request a reduction. Any increases or decreases in pricing must be agreed to in writing by both parties prior to taking

effect. The estimated spending plan in Fiscal Year 2023-24 is $141,500.00 commencing January 1, 2024. Sufficient funds are included in the Adopted FY 2023-24 Operating Budget and subsequent fiscal years will be requested through the annual budget process. This Agreement will be funded in its entirety from the Professional Services account of CFD-2, 60203801-53200.

Services	FY 23-24 (6 months)	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29 (6 months)	Total
Landscape Services	$130,000	$270,000	$280,000	$295,000	$310,000	$160,000	$1,445,000
Irregular Services	$4,000	$7,500	$8,000	$8,500	$9,000	$5,000	$42,000
Contingency	$7,500	$14,000	$15,000	$16,000	$17,000	$8,000	$77,500
Total	**$141,500**	**$291,500**	**$303,000**	**$319,500**	**$336,000**	**$173,000**	**$1,564,500**

For Finance Use Only: Maintenance Assessment District Fund (CFD #2 - Org. 60203801 Obj. 53200)

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on October 24, 2023 to approve the staff recommendation and to forward the item for Council approval.

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

ATTACHMENTS

1. 32400238-Landscape Maintenance CFD 2 Westport
2. Mariposa Bid Rate Sheet PW24-26
3. City of Oxnard Special Districts Map
4. City of Oxnard Special Districts List
5. City of Oxnard Maintenance Service Level Document
6. Presentation

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT BETWEEN THE CITY OF OXNARD AND MARIPOSA LANDSCAPES, INC.

By This Landscape Maintenance & Service Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of Mariposa Landscapes, Inc. ("SERVICE PROVIDER"), and SERVICE PROVIDER agrees to perform the services for CITY as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. CITY and SERVICE PROVIDER may be individually referred to as "Party" or collectively as the "Parties."

1. SUMMARY DESCRIPTION OF SERVICES.

This Agreement is for landscape maintenance and services for Community Facilities District number 2, Westport. The Agreement includes general landscape services. Service levels may fluctuate from year to year depending on the District's property assessment and maintenance needs as may be determined by its members at a predetermined service level attached to this agreement.

2. PARTIES.

CITY OF Oxnard ("CITY"), a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030

Mariposa Landscapes, Inc. ("SERVICE PROVIDER"), a corporation/LLC/LLP of the State of California, located at 6232 Santos Diaz St., Irwindale, CA 91702

3. TERM OF AGREEMENT: From: January 1, 2024 To: December 31, 2024

3.1 Time is of the essence in this Agreement.

3.2 The CITY shall have the option for (4) four consecutive (1) one-year extensions, in accordance with the scope of work and general terms and conditions of the Trade Services Agreement. Any price increases or decreases shall be negotiated at time of contract extension.

3.3 Any Optional Extension term shall not exceed a total of five (5) years. The CITY in its sole discretion may exercise the optional extension upon 60 days written notice to the SERVICE PROVIDER in accordance with Section 13 of this Agreement. SERVICE PROVIDER shall issue its written consent to the CITY's exercise of the option extension within 10 days of receipt of notice from the CITY. All Notices shall comply with Section 22 of this Agreement.

3.4 All services required of SERVICE PROVIDER under this Agreement shall be completed on or before the end of the term of the Agreement.

4. AGREEMENT AMOUNT NOT TO EXCEED: $1,564,500.00 .

5. AGREEMENT EXHIBITS: The following documents memorialized below are the only exhibits to this agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A: Scope of Services
Exhibit B: Services Level
Exhibit C: Schedule of Compensation
Exhibit D: Insurance Requirements: City Insurance Exhibit INS-D
Exhibit E: Living Wage Policy
Exhibit F: Prevailing Wage Policy
Exhibit G: Iran Contracting Certification
Exhibit H: Citation Form
Exhibit I: Service Area Location Map

6. DESIGNATED REPRESENTATIVES.

The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, SERVICE PROVIDER's services shall be performed or immediately supervised by the SERVICE PROVIDER's Representative:

CITY Designated Representative:	SERVICE PROVIDER Designated Representative:
Name: Anthony Miller	Name: Josue Caballero
Title: Project Manager	Title: Estimator Trainee
Phone: (805) 200-5334	Phone: (626) 960-0196
Email: Anthony.Miller@oxnard.org	Email: estimating@mariposa-ca.com
Mailing Address: 1060 Pacific Ave., Bldg. #1 Oxnard, CA 93030	Mailing Address: 6232 Santos Diaz St., Irwindale, CA 91702

7. CONTRACTUAL PREREQUISITES.

7.1. This Agreement must first be executed by the SERVICE PROVIDER, after which the Agreement shall be approved as to form by the CITY Attorney, then executed by the Mayor, or an authorized person on behalf of the CITY, and if executed by the Mayor shall also be executed by the CITY Clerk.

7.2. A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the CITY prior to the time this Agreement is executed.

7.3. All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.

7.4 SERVICE PROVIDER shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

8. SERVICE PROVIDER'S SERVICES.

8.1 SERVICE PROVIDER shall perform the tasks, obligations, and services set forth in the "Scope of Services," and "Service Level: attached to and incorporated into this Agreement as "Exhibit A and B." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 14 of this Agreement.

8.2 The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. SERVICE PROVIDER hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the scope of services under this Agreement and the monthly inspections in section 9.

9. MONTHLY INSPECTIONS.

The City shall perform bi-monthly site inspections with the Service Provider. During the Inspections, the City will compile a list utilizing the City's Maintenance Service Report System. The inspection report(s) will list landscape-related items that are within the Scope of Work, which should be performed before the next site inspection. The City's Project Manager will schedule the monthly inspections and provide notice of the schedule to the Service Provider's Project Manager. The Service Provider must notify the City no less than twenty-four (24) hours in advance, in writing, if there is a need to reschedule. All scheduled inspections will proceed with or without the attendance of the Service Provider.

10. SERVICE PROVIDER'S PROSECUTION EXECUTION OF THE SCOPE OF WORK

In accordance with Section 8 and 9 of this agreement, Service Provider shall execute the work identified in the City's monthly inspection reports within the time identified in the inspection report provided by the City to the Service Provider. Furthermore, Service provider shall execute the work as identified in the Scope of

Service (Exhibit A) and the Service Level (Exhibit B) documents in the time and manner as stated in the respective Exhibits. Failure to execute the required work under this contract shall subject the Service Provider to a $250.00 Citation per occurrence for failure to execute the work identified in the monthly inspection reports, and the Scope of Work and Service level documents. Service provider shall not be issued a citation for failure to execute work that is outside the scope of this agreement. The Citation Form is attached to this Agreement for reference as Exhibit H.

11. COMPENSATION.

CITY shall pay SERVICE PROVIDER for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as **"**Exhibit C." CITY shall pay SERVICE PROVIDER an amount not to exceed the amount is listed in Section 4 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 14 of this Agreement, and may be subject to approval by the City Council.

11.1 Price Adjustments. Unless otherwise stated, prices are maximum for the term of the Contract. Price adjustments, if allowed under this Contract, must be requested in writing and accompanied by the required information to substantiate the request for price adjustment, as set forth in the Contract. Any allowable request for price adjustment must be delivered to the CITY at least 30 days before the adjusted prices become effective. No price adjustment allowable under this Contract will be granted retroactively. The CITY must also be given the benefit of any decline in prices. If any price increase is granted by the CITY, the increase shall not be greater than 3% from the prior year.

11.2 Any request for price adjustment is subject to section 14. City is under no obligation to allow requested price adjustments.

12. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within forty-five (45) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within forty-five (45) days after receipt of such invoice, notify the SERVICE PROVIDER of the item(s) being disputed and the reason(s) therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

12.1 Payment Request. SERVICE PROVIDER shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: **pwinvoices@oxnard.org**.

12.2 Non-Appropriation of Funds. Payments to be made to SERVICE PROVIDER by CITY for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of CITY. In the event CITY does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which CITY appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

12.3 SERVICE PROVIDER's acceptance of final payment made pursuant to this Agreement shall constitute a release of CITY from all claims and liabilities for compensation to SERVICE PROVIDER for anything completed, finished or relating to the Services. CITY's payment shall not constitute nor be deemed a release of the responsibility and liability of SERVICE PROVIDER 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 SERVICE PROVIDER and its employees, agents and Subcontracted service providers.

12.4 SERVICE PROVIDER 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 SERVICE PROVIDER or materials or products provided to CITY by SERVICE PROVIDER, SERVICE PROVIDER shall pay the sales tax. CITY shall not reimburse SERVICE PROVIDER for sales taxes paid by SERVICE PROVIDER.

13. OPTION TO EXTEND AGREEMENT.

When in the CITY's best interest, this Agreement may only be extended, if the City in its discretion exercises the option to extend pursuant to Section 3.2 and 3.3 of the Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 3.2, then this Agreement shall not be extended.**

14. MODIFICATION OF AGREEMENT.

This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the Oxnard Municipal Code, Article IV, Sections 4-59 and 4-60.

15. TERMINATION OF AGREEMENT.

CITY may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 22 of this agreement. Such termination shall be effective on the date specified in the

notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. CITY shall be liable to SERVICE PROVIDER only for work done by SERVICE PROVIDER up to and including the date of termination of this Agreement unless the termination is for cause, in which event SERVICE PROVIDER need be compensated only to the extent required by law. SERVICE PROVIDER may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) calendar days' written notice.

16. INDEPENDENT CONTRACTOR

SERVICE PROVIDER is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of SERVICE PROVIDER or any of its employees, except as stated in this Agreement. SERVICE PROVIDER has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting SERVICE PROVIDER. This Agreement shall not be interpreted to prevent or preclude SERVICE PROVIDER from rendering any services for SERVICE PROVIDER's own account or to any other person or entity as SERVICE PROVIDER in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the SERVICE PROVIDER shall perform for the City. The CITY retains the right to provide general instructions to and observe the SERVICE PROVIDER in the performance of all services done on behalf of the CITY.

SERVICE PROVIDER and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. SERVICE PROVIDER and its employees are not employees of City. SERVICE PROVIDER and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. SERVICE PROVIDER shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

17. LAWFUL PERFORMANCE.

SERVICE PROVIDER shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. SERVICE PROVIDER, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

18. SAFETY REQUIREMENTS.

SERVICE PROVIDER shall not perform any services for the CITY when the SERVICE PROVIDER is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the CITY's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The CITY reserves the right to issue restraining or cease and desist orders to SERVICE PROVIDER when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of SERVICE PROVIDER's work by CITY shall not operate as a release of the SERVICE PROVIDER from such standard of care and workmanship.

19. OWNERSHIP OF SERVICE PROVIDER'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE.

CITY shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by SERVICE PROVIDER in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by CITY.

19.1. Records and Inspections. The SERVICE PROVIDER shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The CITY shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

19.2. Deliverables. SERVICE PROVIDER shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and SERVICE PROVIDER shall, upon completion of all work, submit to the CITY all information developed in the course of the SERVICE PROVIDER's services. SERVICE PROVIDER shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. SERVICE PROVIDER shall, upon request by CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to SERVICE PROVIDER by the CITY.

19.3. Ownership – Generally. All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. SERVICE PROVIDER agrees that CITY may make modifications to computer software furnished by

SERVICE PROVIDER without infringing SERVICE PROVIDER's copyright or any license granted to CITY, unless otherwise agreed.

19.4. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the SERVICE PROVIDER pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

19.5. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. SERVICE PROVIDER may be granted access to information that is exempt from disclosure to the public (Government Code Section 6254 and 6254.16) and may contain "trade secrets" (see Government Code Section 6254.7(d)) when it is necessary for SERVICE PROVIDER to perform its obligations pursuant to this Agreement. If SERVICE PROVIDER is granted such access to confidential information, SERVICE PROVIDER shall not be considered to be a member of the public as that term is used in Government Code Section 6254.5.

19.6. Disclosure of Information. SERVICE PROVIDER shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to SERVICE PROVIDER by the CITY or other information to which the SERVICE PROVIDER has had access during the term of this Agreement without the prior written approval of the CITY's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

19.7. No Warranty. Other than an obligation upon the CITY to deal in good faith, the CITY makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by SERVICE PROVIDER in reliance on any Confidential Information disclosed under this Agreement.

20. ASSIGNMENT.

This Agreement is for the non-professional services of SERVICE PROVIDER. Any attempt by SERVICE PROVIDER to assign the benefits or burdens of this Agreement without the prior written approval of CITY shall be prohibited and shall be null and void. SERVICE PROVIDER's services pursuant to this Agreement shall be provided by the SERVICE PROVIDER's Designated Representative or directly under his/her supervision, and SERVICE PROVIDER shall not assign another to supervise the SERVICE PROVIDER's performance of this Agreement without the prior written approval of CITY, by and through the CITY's Designated Representative.

21. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

22. NOTICES.

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 6. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

23. COVENANTS AND CONDITIONS.

Each term and each provision of this Agreement to be performed by SERVICE PROVIDER shall be construed to be both a covenant and a condition.

24. WAIVER.

CITY's review or acceptance of, or payment for, work product prepared by SERVICE PROVIDER under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from SERVICE PROVIDER's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

25. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

25.1 As a separate and independent covenant from SERVICE PROVIDER's obligations under this section, SERVICE PROVIDER shall to the fullest extent permitted by law, immediately defend, indemnify, and hold harmless CITY, its legislative and advisory bodies, and the CITY's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities

regardless of nature, type, or cause, arising out of or resulting from or in connection with SERVICE PROVIDER's performance of this Agreement or SERVICE PROVIDER'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. SERVICE PROVIDER'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 any of the Indemnitees.

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

25.3 The review, acceptance or approval of SERVICE PROVIDER's work or work product by any of the Indemnitees shall not affect, relieve or reduce SERVICE PROVIDER's indemnification or defense obligations. SERVICE PROVIDER waives any right of contribution against CITY or any of CITY's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by SERVICE PROVIDER pursuant to this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to Section 26. The SERVICE PROVIDER's obligations under this Section of the Agreement shall survive the termination of the Agreement.

25.4 SERVICE PROVIDER agrees to pay all required taxes on amounts paid to SERVICE PROVIDER under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. SERVICE PROVIDER shall be solely responsible for, and shall save CITY harmless from, all matters relating to the payment of SERVICE

PROVIDER's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. CITY shall have the right to offset against the amount of any compensation due to SERVICE PROVIDER under this Agreement any amount due to CITY from SERVICE PROVIDER as a result of its failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

26. INSURANCE.

SERVICE PROVIDER shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that SERVICE PROVIDER obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. SERVICE PROVIDER shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit D". Maintenance of insurance coverages by SERVICE PROVIDER is a material element of this Agreement. SERVICE PROVIDER'S failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

27. LIVING WAGE REQUIREMENTS.

During the term of this Agreement, SERVICE PROVIDER understands and agrees that if Living Wages are applicable subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit E" to this Agreement. SERVICE PROVIDER will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

28. PREVAILING WAGE REQUIREMENTS.

28.1. Application. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees. Please see "Exhibit F" for further information regarding Prevailing Wage requirements.

28.2. Compliance with California Department of Industrial Relations (DIR). To determine if this Agreement is subject to compliance monitoring and enforcement, go to:
https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html

28.3. Contract Splitting. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

28.4. Use of Prevailing Wages vs. Living Wages. In the event that there is a difference between the amount of wages to be paid under the CITY of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

29. CONFLICT OF INTEREST

SERVICE PROVIDER covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of SERVICE PROVIDER's services under this Agreement. SERVICE PROVIDER further covenants that in the performance of services under this Agreement, no officer, employee or agent of SERVICE PROVIDER having such interest shall be employed by it. In the event the CITY determines that SERVICE PROVIDER must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, SERVICE PROVIDER shall file such Form 700 with the CITY Clerk's Office pursuant to the written instructions provided by the CITY Clerk. Acquisition or maintenance of a conflicting interest by SERVICE PROVIDER may result in termination of this Agreement by the CITY.

30. IRAN CONTRACTING ACT

In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any CONSULTANT that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars ($1,000,000) or more, must certify, that the CONSULTANT is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

A CONSULTANT is ineligible to enter into any contract with the CITY for goods or services of one million dollars ($1,000,000) or more if the CONSULTANT engages in investment activities in Iran. CONSULTANT must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as "Exhibit G."

31. DISPUTES.

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the CITY's Designated Representative, who shall reduce this decision to writing and mail a copy to the SERVICE PROVIDER. The decision of the CITY's Designated Representative shall be final and conclusive unless SERVICE PROVIDER requests mediation within ten (10) calendar days. Pending final decision of a dispute, the SERVICE PROVIDER shall proceed diligently with the performance of the Agreement and in accordance with the decision of the CITY's Designated Representative.

32. DISPUTE RESOLUTION.

Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

33. AUDIT.

CITY shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by SERVICE PROVIDER in preparing its billings to CITY as a condition precedent to any payment to SERVICE PROVIDER; or for other purposes relating to the Agreement. SERVICE PROVIDER will promptly furnish all documents requested by CITY. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit SERVICE PROVIDER for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, SERVICE PROVIDER 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. SERVICE PROVIDER 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. SERVICE PROVIDER shall include a copy of this Section in all contracts with its subcontractors, and SERVICE PROVIDER 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.

34. ADVERTISING AND PUBLICITY

SERVICE PROVIDER shall not use the name of or refer to CITY directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

35. NONDISCRIMINATORY EMPLOYMENT.

SERVICE PROVIDER shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. SERVICE PROVIDER understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, SERVICE PROVIDER shall be responsible for such subcontractor's compliance with this Section.

36. FORCE MAJEURE.

Neither the SERVICE PROVIDER nor the CITY shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the CITY.

37. GOVERNING LAW.

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

38. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

39. INTEGRATED AGREEMENT.

This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This

Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

40. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

41. AUTHORITY TO EXECUTE.

Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

42. EXECUTION – COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

43. INCONSISTENT OR CONFLICTING TERMS.

In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the CITY are not binding upon the CITY's Designated Representative unless specifically agreed to in writing, and initiated by CITY's Designated Representative, as to each additional contractual term or condition.

44. ACKNOWLEDGEMENT.

By signing below, SERVICE PROVIDER acknowledges that it has reviewed the CITY's Trade Services Agreement terms and conditions and insurance requirements and that SERVICE PROVIDER hereby agrees to full compliance.

[Signatures on next page]

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

CITY OF OXNARD		**MARIPOSA LANDSCAPES, INC.**	
☒John C. Zaragoza, Mayor[1] ☐Jennifer Yates, [2] Purchasing Manager	Date	Terry Noriega, President	Date
		Josue Caballero, Estimator Trainee[3]	Date

ATTEST:

Rose Chaparro, CITY Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

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

[1] The City Council must authorize and the Mayor must execute any agreement over $200,000.
[2] The Purchasing Agent may execute any authorized agreement up to $200,000.
[3] 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

TRADE SERVICE AGREEMENT
(CITY of Oxnard and Mariposa Landscapes, Inc.)

SCOPE OF SERVICES

Licensing and Professional Certification

Required:

SERVICE PROVIDER/CONTRACTOR must hold a State of California License Classification C-27 License and Maintenance Gardener Pest Control Business (MGB) License throughout the duration of this contract.

Contractor's pesticide applicator shall hold a valid Qualified Applicator Certificate issued by the California Department of Pesticide Regulation throughout the duration of this contract.

General Specifications

The level of service for the CFD may change at the beginning of its fiscal year based upon the level of service requested by the members of the CFD. The level of service document is included in Exhibit B to this Agreement. Maps of specific District areas and features relevant to this scope of work are included as Exhibit C to this Agreement. Quantities of assets (such as trash cans, bbqs, mutt mitt stations, etc.) may not be exact.

SECTION 1000. TURF MAINTENANCE

1000-1 MOWING AND EDGING OF TURF AREAS.

The Contractor shall mow and edge all turf grass areas. Generally, these areas shall be mowed to maintain a height of no less than one (1) inch and no more than two (2) inches; however, site-specific mowing height shall be designated by Project Manager or his or her representative. Mowing frequency shall occur according to the Service Level listed in the City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations for Maintenance Assessment Districts Chart available at the end of these Special Provisions ("Chart") for that particular district; for example, in a district with Service Level B, Contractor shall mow once every two (2) weeks. All turf grass areas shall be edged along sidewalks, paved and hard surface areas as necessary to prevent overgrowth. All in ground boxes will be string-trimmed in a manner that is esthetically pleasing and will minimize lip build-up. Edging shall not be done by chemical methods, unless an approved growth retardant is authorized by the Project Manager or his or her representative. The Contractor shall pick up and dispose of all clippings after each mowing operation, or a mulching deck may be utilized upon approval by Project Manager or his or her representative.

1000-2 SOIL AERIFICATION AND THATCH REMOVAL.

The Contractor shall perform soil aerification for all turf grass areas according to the Service Level listed in the Chart for that particular district. For Service Level A, soil aerification shall be completed in October, March and June. For Service Level B and C, soil aerification shall be completed in March. Aerification shall be done with a power driven aerifier using ½ inch coring tine. The schedule must be pre-approved by the Project Manager or his or her representative. Additionally, Contractor shall notify Project Manager or his or her representative with a written schedule one (1) week prior to the date of aerification commencement. Contractor shall take extreme care to not damage irrigation and landscape improvements with equipment.

The Contractor shall remove thatch build up in the sod layer according to the Service Level listed in the Chart for that particular district; for example, in a district with Service Level A, Contractor must dethatch annually. Dethatching shall be completed in November. The schedule must be pre-approved by the Project Manager or his or her representative. Thatch removal shall be performed with a power-driver verticutting machine. All grass clippings associated with this process shall be removed from the site and disposed of at the Contractor's expense. The thatch removal shall precede the aerification process. The verticutting shall be performed on all turf areas.

1000-3 SOIL TESTING.

The Contractor shall perform or cause to be performed on an annual basis up to ten (10) soil tests at locations determined in cooperation with the Project Manager with sites clearly marked so as not to confuse results. Results are to be compiled and provided to the Project Manager in a report suitable for filing. Soil tests shall include but not be limited to measurements/values for the following items and a fertilizer recommendation:

Soil class: Each soil sample is classified according to humic matter content. The classes are:

MIN: Mineral soil. Low percentage of humic matter.

M-O: Mineral-organic soil. Medium percentage of humic matter.

ORG: Organic soil. High humic matter content.

HM percent: Humic matter percent is a measure of the chemically active fraction of organic matter.

W/V: The soil weight/volume is shown in grams/cubic centimeter and is used to determine the soil class.

CEC: Cation exchange capacity is a measure of the soil's capacity to hold basic cations such as potassium, calcium, and magnesium, plus the acidic cations hydrogen and aluminum.

BS%: Base saturation percent is the percent of the CEC that is occupied by the basic cations [potassium (K), calcium (Ca), and magnesium (Mg)]. BS% indicates the pH and lime status of the soil.

Ac: Exchangeable acidity is the portion of the CEC that is occupied by acidic cations [Aluminum (Al), hydrogen (H)].

pH: Soil pH is a measure of the active acidity [hydrogen (H)] in the soil solution.

P-1 and K-1: Phosphorus (P) and potassium (K) are shown as indexes used to evaluate nutrient availability to plants.

Ca and Mg%: Both calcium (Ca) and magnesium (Mg) are shown as percentages of CEC.

S (sulfur), **Mn** (manganese), **Zn** (zinc), **Cu** (copper).

SS-1: The soluble salt index.

Na: Sodium.

N (nitrogen).

Lime and fertilizer recommendations.

***1000-4 FERTILIZATION*.**

The Contractor shall fertilize all turf grass, shrubs, ground cover and vines according to the Service Level listed in the Chart for that particular district. The schedule must be pre-approved by the Project Manager or his or her representative and shall be of a granular type and component makeup in accordance with the recommendations of the physically closest soil test as described in Section 1000-3. Fertilizer shall be delivered to the site in the original unopened container, bearing the manufacturer's guarantee analysis. Any fertilizer that becomes caked or damaged, making it unsuitable for use, will not be accepted. Immediately following application at each site, Contractor shall thoroughly water the fertilizer into the soil. The Project Manager or his or her representative shall be notified with a written schedule one (1) week prior to the date of the application by the Contractor. Such notification will be subject to approval by the Project Manager or his or her representative. A City representative may be present during fertilization. Dispersible granular formulations shall be used on all turf to help incorporate the fertilizer into the turf and prevent/reduce the visibility of the fertilizer pellets.

Fertilization of turf, planter beds or any other maintenance areas should address plant health, diseases and insect issues.

Any deviation from the schedule requires the written pre-approval of the Project Manager or his or her representative. All fertilization products must be pre-approved by the Project Manager or his or her representative prior to fertilizing.

1000-5 PESTICIDE APPLICATION.

The Contractor shall control and eliminate all weeds, insects, rodents, diseases and any other pests affecting all plant material. The Contractor's applicator shall hold a valid Qualified Applicator Certificate issued by the California Department of Pesticide Regulation. Any quarterly pesticides used must be on the California Department of Pesticide Regulation's approved chemical list. All pesticide use reports shall be submitted to the Ventura County Agriculture Commissioner and a copy shall be forwarded to the Project Manager. Recommendations need to be procured before application of materials. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Ventura County Agriculture Commissioner. In addition, all pesticides used must have the written approval of the Project Manager or his or her representative before application.

The Contractor shall notify the Project Manager or his or her representative a minimum of one (1) week prior to application of pesticides. For follow-up pesticide applications, the Contractor is to provide a second service date upon completion of the initial application and post notices accordingly. The fading colorant solution "Mark-It Blue", or equal, shall be used in conjunction with all hardscape pesticide applications. Upon completion of application, the Contractor shall submit to the Project Manager or his or her representative a copy of all pesticide use reports within 24 hours. Contractor shall provide the name and license number of personnel spraying the chemicals a minimum of one (1) week prior to the application of pesticides. Contractor to ensure proper signage is installed prior to pesticide application per City, County and Federal standards. The current standard to be followed is; all areas to be treated are to be posted with signs no smaller than an 8 ½" x 11" sheet of paper no more than 50 feet apart, one week to two days prior to treatment. Signs will be Contractor provided at Contractor's expense and include a map of the area treated, the label of the chemical applied, and a warning to avoid the area for a time no less than what is recommended on the label.

1000-6 IRRIGATION.

The Contractor shall maintain all irrigation systems as required to maintain proper plant growth in all areas. This shall include manual watering by use of hose bibs and quick couplers in addition to, in conjunction with, or in the absence of automatic irrigation systems. Watering shall be accomplished at times of the day or night to ensure the health of all plants and so that the inconvenience to people using the area will be kept at a minimum. Automatic irrigation shall normally take place at night or early morning hours. Any water runoff or overflow onto roadway, sidewalk and hard surface areas shall be kept at an absolute minimum so as not to cause any pedestrian and/or vehicular liabilities. The City reserves the right to require the Contractor to change the watering schedule as necessary.

The Contractor shall carefully apply irrigation water in quantities required by the different plant species, time of the year, and other basic environmental factors. The effect of the watering program shall be checked by the Contractor according to the Service Level listed in the Chart for that particular district. The interior of the irrigation controller and booster pump enclosure shall be cleaned annually.

1000-6-1 MAINTENANCE EXPECTATIONS

The Contractor shall maintain and/or replace all broken irrigation components and appurtenances including valve box covers. Replacement of irrigation labor costs to be included in this Proposal. Materials and supplies for the replacement of irrigation may be provided by Contractor at-cost if pre-approved by the Project Manager or his or her representative. Each such system must include: backflow prevention devices, electrical and battery-operated irrigation controllers, remote control valves, all valve boxes, gate valves, quick coupling valves, quick coupler boxes, valve box covers, all utility covers, main lines, control wiring, lateral lines, all fittings and riser assemblies, hose bibs, sprinkler heads, vandal-proof enclosures and any other irrigation related items. Replacement of any irrigation items shall be with the same manufacturer and in accordance with the manufacturer's installation recommendations, unless otherwise pre-approved by the Project Manager or his or her representative. All other irrigation replacement shall be subject to approval by the Project Manager or his or her representative.

Contractor shall maintain all irrigation equipment in good working condition such that it shall function properly at all times. Contractor shall inspect irrigation systems on designated service days. All routine maintenance labor shall be provided at the Contractor's expense as a component of the landscape services as a component of the landscape services. All parts shall be provided by the City unless otherwise approved by the Project Manager. Routine maintenance shall include:

- Sprinkler coverage tests
- Ensuring proper sprinkler height and coverage in accordance with system specification
- Adjustment and programming of irrigation controllers
- Replacement of broken lateral lines, valves, and sprinkler bodies
- Adjustment and necessary replacement of all types of nozzles, sprayers, quick couplers, and drip systems
- Cleaning and adjustment of all sprinkler heads
- Replacement of irrigation system boxes and lids
- Ensuring proper wiring of controllers and performance of irrigation programs

Maintenance considered non-routine shall include:

- Replacement of broken/leaking main lines
- Replacement of equipment which requires closing the "Point of Connection" such as replacement of main line ball valves, gate valves, in-line filtration systems, and backflow devices.

1000-6-2 SCHEDULING

Watering schedule and maintenance of irrigation systems must adhere to the City's Water Ordinance No. 2810. Contractor shall turn off all irrigation controllers in

advance of periods of rain and turn them back on and reprogram them at the end of the rainy period.

1000-6-3 EQUIPMENT

Contractor will be required to use iCentral, Rainbird, or similar product if irrigation systems are centrally controlled for the control and monitoring of all irrigation systems.

Once the City notifies Contractor of any irrigation related issues, Contractor must respond in writing within the next business day with a proposed resolution.

1000-7 TURF WEED CONTROL/HERBICIDE APPLICATION.

Contractor shall keep all turf grass areas weed free and treated for broadleaf weed control according to the Service Level listed in the Chart; for example, in an area with Service Level A, Contractor shall completely control and eradicate all weeds weekly. Contractor shall do this for that particular area with a product to be pre-approved by the Project Manager or his or her representative. Herbicides may be applied with a backpack sprayer, vehicle mounted spray rig, or tow-behind spray rig. All applications shall be done in a manner consistent with the pesticide label and all State and Federal Guidelines. Tanks used to apply pesticide shall be clean and free of any previously applied chemicals. Water quality may be required to be tested in order to ensure the proper function of applied herbicides. If water quality is suspected of limiting herbicide effectiveness, Project Manager may require Contractor to test water quality and if necessary, require Contractor address issues prior to application. This may include but is not limited to adjusting pH, filtering suspended solids, or adding adjuvants.

Contractor shall ensure that all curbs and gutters, paved walkways, stamped concrete, and joints adjacent to landscaped areas, fence lines, light standard bases, buildings and structures are free of all weeds. Herbicides may be used for weed control upon prior approval by the Project Manager or his or her representative. Tree wells should be maintained by a herbicide approved by the Project Manager or his or her representative.

The Contractor’s applicator shall hold a valid Qualified Applicator Certificate issued by the California Department of Pesticide Regulation. Any quarterly applications must be on the California Department of Pesticide Regulation’s approved chemical list. All application reports shall be submitted to the Ventura County Agriculture Commissioner and a copy shall be forwarded to the Project Manager. Recommendations need to be procured before application of materials. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Ventura County Agriculture Commissioner. In addition, all herbicides used must have the written approval of the Project Manager or his or her representative before application.

The Contractor shall notify the Project Manager or his or her representative a minimum of one (1) week prior to application. For follow-up applications, the Contractor is to provide a second service date upon completion of the initial application. The fading colorant solution “Mark-It Blue”, or equal, shall be used in conjunction with all hardscape applications.

Upon completion of application, the Contractor shall submit to the Project Manager or his or her representative a copy of all application reports within 24 hours. Contractor shall provide the name and license number of personnel spraying the chemicals a minimum of one (1) week prior to the application of the herbicide. Contractor to ensure proper signage is installed prior to any application per City, County and Federal standards. The current standard to be followed is; all areas to be treated are to be posted with signs no smaller than an 8 ½" x 11" sheet of paper no more than 50 feet apart, one week to two days prior to treatment. Signs will be Contractor provided at Contractor expense and include a map of the area treated, the label of the chemical applied, and a warning to avoid the area for a time no less than what is recommended on the label.

1000-8 TURF RENOVATION.

The Contractor shall renovate all turf areas according to the Service Level listed in the Chart for that particular area. For example, in an area with Service Level A, Contractor shall renovate all bare turf areas two times a year. Warm season turf is to be installed during the months of March and April. Cool season turf is to be installed during the months of March and April or September and October. Any application schedule must be pre-approved by the Project Manager or his or her representative.

1000-8-1 SEEDING AND MULCHING

The seeding and mulching operation shall consist of a four step process; seedbed preparation, seeding, mulching, and applying the fertilizer. The last three steps shall be accomplished within 48 hours of starting the seeding operation.

1000-8-2 SEEDBED PREPARATION

The areas to be seeded shall be reasonably smooth and shall conform to the original contours or new contours as shown on the plans before actual seedbed preparation begins. Any debris, including rocks and roots which would interfere with seeding, growth, or maintenance of the vegetation, or as specified elsewhere in these specifications, shall be removed. The surface areas to be seeded, including fill slopes, shall be compacted by first bringing the soil to optimum moisture by drying or adding water, and track walking or rolling firm. The areas shall then be roughened by scarifying, discing, borrowing, or otherwise worked to a depth of 2" to 4". Scarifying operations shall be cross slope, where possible. Cut slopes shall be dressed to neat lines and all loose material raked to the toe and removed.

1000-8-3 DELIVERY

All seed shall be delivered to the site tagged and labeled in accordance with California Agricultural Code. The seed shall be of a quality which has a minimum pure live seed content of 80% (% purity x % germination) and weed seed shall not exceed 0.5%. Legume seed shall be pellet inoculated with appropriate bacteria. The

seed shall be broadcast with a truck or tractor mounted automatic seeder, where possible. Hand held breast seeders, (belly grinders) are suitable for small areas. Seed varieties are to be pre-approved through the Project Manager before application.

1000-8-4 RENOVATION MULCHING

Straw mulch shall be blown or hand broadcasted onto the ground. The application technique shall create a uniform depth of not less than two to three inches. The straw fibers shall be applied to form a uniform mat of loose straw through which no more than 15 percent of the original ground surface can be seen. No large clumps or unscattered straw shall be present after application. Straw shall be clean rice, barley or wheat straw. Fibers shall not be chopped less than 6-inches in length.

1000-8-5 FERTILIZER

The fertilizer shall be commercial type ammonium phosphate (16-20-0) and shall contain a minimum of 16% nitrogen, 20% available phosphoric acid, and 0% water soluble potash, and shall contain a minimum of 12 percent sulfur. The fertilizer shall be uniform in composition, dry and free flowing, pelleted or granular. Fertilizer is to be applied at a rate of 1lb per 1000 square feet.

1000-8-6 GERMINATION PERIOD

The Contractor shall be responsible for a successful ground cover and its survival through the germination period. This may include, but not be limited to, applying water or additional seed, and fertilizer. Any failed areas shall be replanted and successfully grown into mature plants, at the sole cost of the Contractor. If it is determined that areas must be fenced to prohibit foot traffic from interfering with proper plant growth, Contractor is to provide temporary fencing at Contractor expense for the duration of the renovation.

1000-8-7 INITIAL TURF AREA RENOVATIONS

An optional turf renovation project may be requested by the City of Oxnard at the inception of the landscape maintenance contract to remedy any issues within the turf from the previous contractor. This project may be completed by the Contractor or through City staff based on the bid award. Services will include the eradication of weeds in desirable turf areas with a selective herbicide. Locations to be bid are included in the Additive/Deductive section of the bid sheet.

SECTION 2000. SHRUB, VINE AND GROUNDCOVER MAINTENANCE

2000-1 PRUNING AND EDGING.

The Contractor shall prune all shrubs, groundcover and vines. Shrubs shall be pruned as needed for natural shape, pest control and line of site issues for safe flow of traffic to the satisfaction of the Project Manager or his or her representative. Contractor shall prune according to the natural growth of each individual plant to maintain proper plant health by

cutting out dead, diseased or injured wood and to control growth when an unshapely shrub might result. Contractor shall prevent all plant growth from entering onto the walkways, roadways, hard surface areas, and along fences and walls. Contractor shall remove faded or dead flower heads or their stalks and plant leaves on a weekly basis or according to the Service Level listed in the Chart for that particular district. Contractor shall remove in a manner so as not to damage remaining or new flower buds from coming into bloom. Edging shall not be done by chemical methods, unless a growth retardant is pre-approved by the Project Manager or his or her representative. Vines on walls shall be maintained at a height 4-6" below the top of the block wall and a depth no greater than four inches (4") from the wall.

2000-2 GROUNDCOVER PRUNING.

Groundcover shall be pruned as needed, according to the Project Manager or his or her representative, to maintain separation away from base of trees, shrub masses, and hardscapes. All pruning debris shall be removed from the site at the Contractor's expense.

2000-3 INSECT AND DISEASE CONTROL.

On designated service days, Contractor shall inspect and treat for any insect or disease related problems.

2000-4 WATER.

Contractor shall monitor moisture levels in irrigated and in non-irrigated bed areas. The Contractor shall utilize City's reporting software system while performing irrigation inspections to report overall all inspections and any problems that may be present during maintenance visits. The maintenance report software and format are at the City's discretion. All watering must adhere to the City's Water Ordinance No. 2810.

2000-5 BED WEED CONTROL.

Contractor shall control weeds in bed areas by mechanical, physical and chemical methods. Bed areas are to be maintained to control and strive to eliminate weeds. For example, in a district with Service Level A, Contractor shall inspect, control and eradicate all weeds weekly.

SECTION 3000. TREE MAINTENANCE

3000-1 PRUNING.

The Contractor or his or her representative shall possess a valid arborist certification from the International Society of Arboriculture or similar program approved by the City. This arborist must oversee all pruning work including root pruning and certifying all work meets requirements. City may require that the certified arborist directly supervise any staff completing tree work. All pruning work shall conform to the current ANSI A300 5.3

Pruning Standard in conjunction with the International Society of Arboriculture Publication. Cleaning shall consist of selective pruning to remove one or more of the following parts: dead, diseased, crossing, touching, and broken branches. Thinning shall consist of selective pruning to reduce density of live branches. Thinning should result in an even distribution of branches on individual limbs and throughout the crown of the tree. Raising shall consist of selective pruning to provide specified vertical clearance. Reduction shall consist of selective pruning to decrease height and/or spread as specified. Safety pruning is to trim a tree given careful consideration to the tree site, surroundings, height, overhang and potential of failure. Pollarding, topping and lion tailing shall be considered unacceptable pruning practices for trees.

Contractor shall provide tree maintenance according to the Service Level listed in the Service Level and Frequency of Operation Chart included within this Proposal specification. Service required include but are not limited to prune, shape and structure trees for that particular district and root pruning as needed; for example, in a district with Service Level A, Contractor must selectively prune shrubs and trees as required to prevent encroachment and maintain the shrub's and tree's natural form.

There shall not be any removal of trees under this Scope of Work. No topping of trees will be allowed. Tree pruning shall be done to prevent encroachment of walkways, streets and to preclude obstruction of signs. Pruning is to be scheduled according to the Service Level listed in the Chart for that particular district. Water sprout growth on trunk and in main crotch and sucker growth shall be removed throughout the year. A four inch (4") ring of bare soil or mulch will be maintained around each tree to prevent string trimmer/mower damage and competition from turf/ground cover roots. Roots growing around the base of the tree causing girdling to the trunk area are to be removed. Branches with growth that is crossing or causing rubbing shall be removed to ensure the health of the tree.

Contractor shall remove and dispose of dead or dying palm fronds weekly. Dying palm fronds shall be pruned in a manner that the remaining cut frond stub is cut as close to the trunk of the palm as possible without cutting into the trunk. All pruning cuts shall adhere to current ANSI A300 standards and ISA tree pruning guidelines in conjunction with the International Society of Arboriculture Publication.

3000-2 FERTILIZATION.

Contractor shall fertilize all palm trees using a combination of blood meal and Agriform (slow release) tablets as needed by installing eight (8) holes around the palm trees. These holes shall be two inches (2") in diameter by twelve inches (12") deep and shall be uniformly located around the base of the palm trees, filled with blood meal, and completely watered in. All other trees shall be maintained in accordance with current ANSI A300 fertilization standards in conjunction with the International Society of Arboriculture Publication.

3000-3 INSECT AND DISEASE CONTROL.

Contractor shall inspect and treat for any insect- or disease-related problems. Contractor is required to notify the City and make recommendations of all other trees that may need supplemental insect and disease control.

3000-4 WATER.

The Contractor shall provide proper watering of trees, whether done by automated irrigation systems or manually with the use of a hose. Trees shall be maintained in an upright manner and shall be staked as necessary to maintain this position per ANSI guidelines. Watering must adhere to the City's Water Ordinance No. 2810.

3000-5 STAKING.

The Contractor will attach tree stakes as needed to support tree growth. The Contractor shall remove or loosen any and all tree stakes and/or ties before damage to the trunk is caused by girdling. The Contractor shall take all precautions necessary to prevent damage to trees by any device used to accomplish the terms of the contract per ANSI guidelines.

SECTION 4000. GENERAL SITE MAINTENANCE

4000-1 LITTER AND DEBRIS CONTROL.

All areas of maintenance responsibility, including but not limited to paved parking that is not on-street parking in front of residences, shall be kept free of all trimmings, leaves, grass cuttings, dirt, mud and litter, including broken glass or other such debris. All trimmings, litter and debris shall be removed and disposed of off-site at the Contractor's expense. Litter and debris pick-up and removal shall be done according to the Service Level listed in the Chart for that particular district and shall include sidewalks adjacent to areas of responsibility. All walkway areas should be blown clean during maintenance and should be free of clipping and debris. This includes street, curb, and gutter areas.

4000-1-1 SERVICE LEVEL A

For Service Level A, the Contractor will be required to empty the trash cans three days per week (Monday, Wednesday, & Friday) throughout the parks. On weekends, the Contractor will provide 2 supplemental staff members to perform basic maintenance services such as trash pickup and restroom opening and servicing. A sweep of the parks shall be done when collecting trash from the receptacles to pick up any arrant debris. Extra sweeps throughout the parks for debris will be made on Tuesdays and Thursdays. All debris in parks shall be thoroughly removed. Mutt Mitt Stations shall be checked, stocked, and trash removed Monday, Wednesday & Friday.

4000-1-2 SERVICE LEVEL B – F

Contractor will be required to remove trash on service days as scheduled with the Project Manager.

4000-2 PARK AMENITIES.

Contractor must notify the Project Manager or his or her representative of any deficiencies to the park amenities including but not limited to play structures, exercise stations, restrooms, tennis courts, benches, picnic tables, trash receptacles and mutt-mitt stations on designated service days. Contractor will be responsible for cleaning of park amenities including playgrounds, tennis courts, benches, picnic tables, trash receptacles, and dog mutt-mitt dispensers. Restrooms will be maintained through a separate janitorial contract. If Contractor notices any park amenities that need service or repair, they are to be reported to the Project Manager or his or her representative for corrective action. It is the responsibility of the Contractor to ensure paths of travel are free of any sand, wood chips, or other material that may cause a hazard.

4000-2-1 SERVICE LEVEL A

Contractor will be required to open restrooms by 8 AM Saturday through Sunday. Restrooms should be clean upon opening however, basic tidying/wiping down may be necessary. BBQ's within the parks should be checked twice per week on Mondays and Fridays. Cool coals and debris should be disposed of properly. Contractor will be required to clean the BBQ grills, pressure wash picnic pavilions and playground equipment bi-monthly May – October and monthly November – April. Additional pressure washing will be required on the day before and after a major holiday. Tennis and basketball courts are to be pressure washed every March, June, September, and December.

4000-2-2 SERVICE LEVEL B-F

Contractor will be responsible for providing maintenance to aforementioned amenities on service days.

4000-3 ELECTRICAL SYSTEM LIGHTING.

If applicable to the district, the Contractor shall regularly inspect all electrical lighting systems for proper functioning and report deficiencies to the Project Manager or his or her representative. Contractor shall inspect all lights and timers on a weekly basis within Service Level A areas and on designated service days within Service Level B-F areas. All repairs shall be handled by an outside Electrician and are not included in this contract. Any electrical hazards should be reported immediately to the Project Manager or his or her representative.

4000-4 WATER AND ELECTRICAL COSTS.

The City shall be responsible for paying all water and electrical costs at the site. However, the Contractor shall make every effort to conserve these resources and must ensure that during the rainy season, all irrigation systems are turned off and turned back on per direction of the City. Watering must adhere to the City's Water Ordinance No. 2810.

4000-5 GRAFFITI.

The Contractor shall include all labor and material costs for removal of graffiti from contracted areas as stated in the Service Level document. Such items for repair, removal, replacement or other corrective measures resulting from graffiti include but are not limited to: shrubs, trees, vines, turf, groundcover, all walls and signs, backflow devices, irrigation controllers, remote control wiring, lateral lines, fittings, risers, hose bibs, sprinkler heads, enclosures, or any item within the contracted district that has been vandalized by graffiti. Graffiti shall be removed with chemical/pressure washer on all non-painted surfaces. Under no circumstances is graffiti to be painted over on sidewalks, curbs/gutter, block walls or pilasters, monument signs or similar items. Graffiti on painted surfaces shall be removed and the area shall be repainted if necessary. Etching shall be sanded until the etching has been removed. The Contractor shall provide all labor and material to remove graffiti within 24 hours of notification. Any graffiti deemed by the City to be excessive, major or out of the scope of the contract may be assigned to another contractor or City staff to complete the removal. All Graffiti is generally considered the responsibility of the Contractor to remove and should be removed within 24 hours of notification. The expectation is that the Contractor will utilize maintenance staff that is already on property for the removal of this graffiti and not bring in extra staff for this task.

4000-6 VANDALISM AND THEFT.

The Contractor shall include all labor costs for repairs within the Proposal for items damaged due to vandalism or theft. City to provide all materials. Such items for repair, removal, replacement or other corrective measures resulting from vandalism and theft may include but are not limited to shrubs, trees, vines, turf, groundcover, all walls and signs, backflow devices, irrigation controllers, remote control wiring, lateral lines, fittings, risers, hose bibs, sprinkler heads, enclosures, or any item that has been vandalized by methods other than graffiti or have been stolen from the property. The Contractor shall make all repairs within 24 hours, unless previously approved by the Project Manager or his or her representative, to remove, replace or otherwise correct items affected by vandalism and theft.

4000-7 LANDSCAPE REPLACEMENT.

Contractor must replant landscape areas that fail to thrive as a result of the Contractor or its maintenance or horticultural practices. Contractor shall identify these areas and submit a list of them in writing to the Project Manager or his or her representative. All maintenance of

replanted material will be the responsibility of the Contractor, whether planted by the Contractor or some other entity during the Contract Term.

4000-8 INSPECTIONS.

Upon execution of the Contract, Contractor and City will perform a thorough inspection of all landscaping and irrigation in each district to determine if there are deficient areas prior to the beginning of services. After the inspection, any noted deficiencies will be corrected prior to handing responsibility over to the Contractor for that area. For example, if there are broken sprinkler heads, repairs will be made to correct them and the Contractor will be responsible for the maintenance after that correction is complete.

Contractor or representative shall be available to perform regular inspections of the district(s) with the Project Manager or his or her representative. Inspections shall occur once per month at an agreed-upon time.

4000-9 RESPONSE AND INQUIRIES.

The Contractor shall be required to respond within 90 minutes to any inquiries made between the hours of 7:00 am to 4:00 pm Monday through Friday. Inquiries received on weekends and holidays must be replied to at the first available opportunity the following Business Day.

4000-10 TRAFFIC CONTROL.

Contractor is responsible for traffic control for work within the public right-of-way. If required by the City, the Contractor must submit a traffic control plan to the City Traffic Engineer 15 days prior to the execution of related work. The traffic control plan must be stamped by a licensed engineer unless Contractor elects to use a standard control plan from the WATCH Handbook. Plan shall include a detour for pedestrians. If no detour can be safely provided for pedestrians, one crewmember must be assigned flagger duties to safely escort pedestrians. All traffic control equipment must be in good working condition. Flaggers and workers must all wear appropriate personal protective equipment. City shall pay for all traffic control permits.

4000-11 DETENTION BASIN FENCES AND GENERAL FENCE MAINTENANCE.

If applicable to the district, on designated service days, Contractor shall perform a visual inspection, looking for missing and/or damaged parts. On designated service days, the fence will be thoroughly inspected for damaged or missing bars, loose footings, and chipped paint. Irrigation heads must be operating in a manner as to not spray the fence. Any issue found during inspections will be reported in writing to the Project Manager or his or her designated representative. If a hazardous condition exists, Contractor must make necessary adjustments to ensure the area is safe. Annually, all fencing on property should be pressure washed in January, to remove any webs, plant material and dirt from the fence.

4000-12 DETENTION BASINS.

Where applicable, Contractor is to maintain detention basins in accordance with the service level which applies to the District. Drain inlets and the outlet structures should be cleared of vegetation to ensure that flow restrictions do not occur.

4000-13 WATERWAYS RIPRAP.

Where applicable, Contractor shall maintain the loose stone used to form the foundation for the breakwater along waterways within the District. This includes the treatment and abatement of weeds and removal of any debris from the riprap. Contractor to provide aquatic safe herbicide chemicals for killing the weeds. Contractor may be required to hand pull dead weeds if they are deemed unsightly. These treatments shall be completed quarterly at minimum. In the event of accelerated growth due to rain, Contractor may be required to address the area with higher frequency.

4000-14 MAINTENANCE REPORTING SOFTWARE.

Contractor will be required to utilize the maintenance reporting software designated by the Project Manager or his or her representative during the term of the contract. Usage of the software will include, but is not limited to property check-ins, deficiency reporting, work orders, inventory management, etc.

4000-15 STAFFING EXPECTATIONS.

Contractor is expected to adjust and manage staffing as necessary to complete the tasks and frequency of tasks as outlined within this scope of work.

4000-15-1 SERVICE LEVEL A

Contractor will be required to have a **minimum** staffing level of one (1) irrigation technician and one (1) crew supervisor, on property for eight (8) hours per day, five (5) days per week, Monday – Friday. Weekend and Holiday staffing will be determined as necessary by the Contractor to address maintenance requirements.

4000-15-2 SERVICE LEVEL B

Contractor will be required to have one (1) full time irrigation technician and one (1) crew supervisor on property during service days. Staffing levels should reflect the number of staff needed to complete the services required through this contract.

4000-15-3 SERVICE LEVEL C, D AND F

Contractor will be required to have one (1) crew supervisor on property on service days. Contractor will be required to have an irrigation technician available to address deficiencies within a 24 hour time frame but this person does not need to be on property during service days.

4000-15-4 RAIN AND INCLEMENT WEATHER

In the event of inclement weather, Contractor remains responsible for providing services. Power machinery and tools that cannot be operated safely in foul weather conditions may not be used. However, Contractor is to exhaust all other means of providing service prior to ending any service days in any District. Contractor is responsible for providing for the safety of their crews and in the event that crews will not be on site due to weather conditions, Contractor must notify the Project Manager in writing.

4000-15-5 STAFF UNIFORMS

Contractor will be required to provide staff uniforms that uniquely identify them as crew members assigned to this contract. If the Contractor maintains contracts with HOAs or businesses within the City, the Contractor shall be required to have their staff wearing uniforms which clearly identify them from other Contractor's staff working in the HOA or business areas. Uniforms shall be agreed upon between Contractor and the Project Manager prior to the start of any work.

4000-16 MULCH.

During the course of this Agreement, Contractor may be required to install up to 2,000 cubic yards of mulch per calendar year at no additional cost to the City. City shall provide mulch which shall be clean and free of all undesirable debris. Mulch may be applied to, but is not limited to, the following areas: planters, tree wells, pathways, medians, and parkways. Mulch is to be applied during the months of February, May, August, and October. Mulch may be applied via blower or by hand if appropriate.

SECTION 5000. GENERAL LANDSCAPE MAINTENANCE, FERTILIZATION, WEED AND INSECT CONTROL SPECIFICATIONS

5000-1 INSTRUCTIONS FOR USE.

All pesticides, insecticides, fertilizers, and any other chemical products must be used in strict compliance with labels and instructions. All pesticide applications must be made with "Mark-It Blue" fading colorant or "Equal" when applied to hardscapes. Applications must comply with all state and federal regulations. The specifications contained herein are intended to be consistent with current label instructions. In the event the specifications conflict with instructions on the pesticide, herbicide, or fertilizer labels, the label instructions shall govern. MSDS (Material Safety Data Sheets) forms shall be placed in visible locations prior to spray applications.

5000-2 CHEMICALS AND FERTILIZERS.

Contractor, rather than the City, shall apply all chemicals and fertilizers.

5000-3 WEATHER.

Chemical types and applications must be applied based upon the weather conditions.

5000-4 INSECT, DISEASE AND NUTRIENT PROBLEMS.

Contractor shall control any insect, disease, or nutrient problems that may occur during the year.

5000-5 EXTRA VISITS.

Contractor shall make necessary visits during the year to correct any problems that may occur during the Contract Term.

5000-6 VERTEBRATE (PEST) CONTROL.

Gopher and rodent problems are to be addressed according to the Service Level listed in the Chart for that particular district. Vertebrate pest control abatement shall include the following locations but are not limited to turf, planter beds, shrubbery, vines, ground cover or in association with tree maintenance. Written notification of the type of pesticide to be used and frequency of application must be submitted to the Project Manager or his or her representative for pre-approval.

SECTION 6000. REPORTS

Contractor will be required to utilize the maintenance reporting software as determined by the City and report daily work being performed on designated service days with pictures and comments detailing work that has been completed. Contractor's lead worker(s) and/or irrigation tech(s) shall be required to keep the maintenance reporting software active on device for the duration of time while on site. The following reports will be required from the Contractor on a monthly basis within Service Level A through D Districts and quarterly within Service Level F Districts:

- A **Tree and Plant Health Inspection Report** using the maintenance reporting software for the entire property.
- A **General Inspection Report** detailing tasks that have been completed and those still in progress. This report should reference both deficiencies addressed by the City's maintenance inspection report and feedback provided by the Project Manager and Landscape Maintenance Inspector
- **Irrigation Report** detailing deficiencies discovered, their repair, and any additional irrigation tasks that to be completed on designated service days.

Contractor reports shall include photographs of any repairs or enhancements made to a location within the designated maintenance area along with any necessary comments or feedback in regards to work order concerns.

SECTION 7000. REFUSE DISPOSAL

Contractor will be required, at Contractor's expense, to dispose of all green waste within the Oxnard City limits either through drop off at the Del Norte Transfer Station or through a green waste bin at an agreed upon location(s). The Contractor may be provided a right-of-use entry to an agreed upon location for storage of such a bin. Clean wood mulch

generated during the course of this agreement may be stored at an agreed upon location on-site and spread within designated areas.

SECTION 8000. SUPPLEMENTAL LABOR

At the request of the Project Manager, Contractor may be asked to provide a bid for supplemental labor for additional landscape maintenance tasks within the District that include but are not limited to replanting projects, trash/debris removal, and amenity maintenance.

EXHIBIT B

TRADE SERVICE AGREEMENT
(CITY of Oxnard and Mariposa Landscapes, Inc.)

SCHEDULE OF COMPENSATION

Service Item	Unit of Bid	Frequency of Service	Service Level				
			A	B	C	D	F
Turf Maintenance							
Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	$ 1,817.17				
		Every 2 Weeks		$ 3,264.14			
		Every Third Week			$ 4,265.25		
		Monthly				$ 5,713.99	
		Quarterly					$ 17,033.75
Aerate	Cost ($) / Service Visit	3x Per Year	$ 1,603.03				
		Annually		$ 4,319.23	$ 3,761.90	$ 3,489.68	
Dethatch	Cost ($) / Service Visit	Annually	$ 5,625.59	$ 5,052.55	$ 4,400.60		
Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	$ 2,812.80				
		Annually		$ 5,052.55	$ 4,400.60		
Fertilization							
Turf	Cost ($) / Service Visit	Quarterly	$ 642.75				
		Bi-Annually		$ 1,154.56			
		Annually			$ 2,011.16	$ 1,865.62	
Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	$ 214.25				
		Quarterly		$ 577.28			
		Bi-Annually			$ 1,005.58		
		Annually				$ 1,865.62	
Trash and Debris Removal							
Entire Area including but not limited to: Turf, Shrubs, Groundcover,	Cost ($) / Service Visit	Daily	$ 42.26				
		Weekly		$ 266.44	$ 232.06	$ 215.26	

Receptacles/ Mutt Mitts (on designated service days) and Gutters (All services listed in sections 4000-1 and 4000-2))							
Graffiti							
Inspect and Remove	Cost ($) / Service Visit	Daily	**$ 7.04**				
		Weekly		**$ 44.41**			
		Every Two Weeks			**$ 77.35**		
		Monthly				**$ 155.47**	
Pest Control							
Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	**$ 5,142.00**	**$4,618.23**	**$4,618.23**	**$3,731.25**	
Weed Control							
Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	**$ 56.35**				
		Every 2 Weeks		**$ 177.62**			
		Every Third Week			**$ 928.41**		
		Monthly				**$ 1,243.75**	
		Quarterly					**$ 3,688.84**
Irrigation							
Inspect and adjust/repair	Cost ($) / Service Visit	Daily	**$ 77.48**				
		Every 2 Weeks		**$ 976.93**			
		Every Third Week			**$ 1,276.56**		
		Quarterly				**$ 5,130.47**	
Pruning and Trimming							
Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	**$ 841.01**				
		Monthly		**$ 3,273.17**	**$ 2,850.82**		
		Quarterly				**$ 7,933.57**	

		Semi-Annually					**$ 15,106.19**
Trees	Cost ($) / Service Visit	Monthly	**$ 2,140.36**				
		Quarterly		**$ 5,977.85**			
		Encroachments & Hazards Only			**$ 20,091.47**	**$ 18,637.58**	

Additional / Irregular Services		
Service Item	**Unit of Bid**	**Bid**
Soil Testing		
Soil Test per Site	Cost ($) / Service Visit	$ 200.00
Fencing		
Pressure Wash (annually)	Cost ($) / Service Visit	$ 260.00
Reports		
Tree and Plant Health Inspection Report	Per Report	$ 300.00
General Inspection Report	Per Report	$ 100.00
Irrigation Report	Per Report	$ 100.00
Supplemental Labor		
Laborer	Hourly Rate	$ 56.00
Irrigation Tech	Hourly Rate	$ 80.00
Crew Lead	Hourly Rate	$ 65.00

EXHIBIT D

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and Mariposa Landscapes, Inc.)

INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/SERVICE PROVIDER/SELLER/BIDDER (hereafter referred to as "SERVICE PROVIDER") must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

Exhibit INS-D

INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS (WITHOUT BUILDER'S RISK REQUIREMENT)

1. Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.

   a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

   b. Business Automobile Liability Insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

   c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than $1,000,000, with neither Contractor nor listed subcontractors having less than $500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.

   d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

1. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-D. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and

endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

0. 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.

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

0. 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.

0. 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.

0. 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.

1/23

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

ACORD CERTIFICATE OF INSURANCE ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

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

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 462500-4299 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
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:

TYPE OF INSURANCE

CITY AGREEMENTS/PERMITS

GENERAL LIABILITY
• COMMERCIAL GENERAL LIABILITY
• COMPREHENSIVE GENERAL LIABILITY
• OWNERS & CONTRACTORS PROTECTIVE

• Claims Made
Retroactive Date _____
• Occurrence

OTHER PROVISIONS

COVERAGES	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
• GENERAL		
• PRODUCTS/COMPLETED OPERATIONS		
• PERSONAL & ADVERTISING INJURY		
• FIRE DAMAGE		
• _____		
• _____		

Underwriter=s representative for claims pursuant to this insurance.
CLAIMS:
Name: _____
_____ _____
_____
(_____) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or

a. 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 462500-4299 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 ___

Rev. 1/23 INS-D.doc

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: _____ ___ (_____)_____

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

a. 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 462500-4299 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 _____

Rev. 1/23 INS-D.doc

EXHIBIT E

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and Mariposa Landscapes, Inc.)

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. SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than $18.89 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

D. In addition, if SERVICE PROVIDER fails to comply with the Living Wage Policy in any manner, SERVICE PROVIDER 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. SERVICE PROVIDER shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to SERVICE PROVIDER of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2023

SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than $18.89 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2024, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. SERVICE PROVIDER 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.

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

c. In addition, if SERVICE PROVIDER fails to comply with the Living Wage Policy in any manner, SERVICE PROVIDER 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. SERVICE PROVIDER shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to SERVICE PROVIDER of the amount owed.

EXHIBIT F

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and Mariposa Landscapes, Inc.)

PREVAILING WAGE

1. SERVICE PROVIDER acknowledges that the Project defined in the Agreement between SERVICE PROVIDER and CITY is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. SERVICE PROVIDER shall perform the Project as a public work. SERVICE PROVIDER shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.

2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. SERVICE PROVIDER acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and SERVICE PROVIDER shall post such rates at each job site covered by this Agreement.

3. SERVICE PROVIDER is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. SERVICE PROVIDER shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. SERVICE PROVIDER shall, as a penalty to CITY, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by SERVICE PROVIDER or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. SERVICE PROVIDER shall comply with Labor Code Section 1776, which requires SERVICE PROVIDER and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform CITY of the location of the records.

6. SERVICE PROVIDER shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this

Agreement, SERVICE PROVIDER shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, SERVICE PROVIDER and each of its subcontractors shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. SERVICE PROVIDER may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, SERVICE PROVIDER must immediately notify CITY.

8. SERVICE PROVIDER is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. SERVICE PROVIDER shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.

9. SERVICE PROVIDER acknowledges that 8 hours labor constitutes a legal day's work. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1810.

10. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. SERVICE PROVIDER shall, as a penalty to CITY, forfeit $25 for each worker employed in the performance of this Agreement by SERVICE PROVIDER or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by SERVICE PROVIDER's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. SERVICE PROVIDER shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. SERVICE PROVIDER shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. SERVICE PROVIDER shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors'

compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, SERVICE PROVIDER shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, SERVICE PROVIDER shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify CITY, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Service Provider, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of SERVICE PROVIDER under this Section shall survive Agreement termination.

EXHIBIT G

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and Mariposa Landscapes, Inc.)

IRAN CONTRACTING ACT CERTIFICATION

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)
Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to,or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars ($1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete **one** of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 - CERTIFICATION
I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entityidentified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engagedin investment activities in Iran created by DGS in accordance with subdivision
(b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): By

Federal ID Number (or n/a):

(Authorized Signature):

Printed Name & Title of Person Signing:

Date Executed

Executed in the County of in the State of

OPTION No.2 - EXEMPTION
Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institutionengaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed):

Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing:

Date Executed

Executed in the County of

in the State of

CITY OF OXNARD CALIFORNIA

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and Mariposa Landscapes, Inc.)

LANDSCAPE MAINTENANCE CITATION FORM

Maintenance Item	Date	Comments	Citation Issued (Y/N)	# of Occurences		Citation Amount		Total
Turf								
Mowing, Edging & Trimming					x	$250.00	=	
Aeration					x	$250.00	=	
Dethatching					x	$250.00	=	
Overseeding					x	$250.00	=	
Removal of grass clippings					x	$250.00	=	
Fertilization								
Turf					x	$250.00	=	
Shrubs, Groundcover, Vines, Trees					x	$250.00	=	
Trash and Debris Removal					x	$250.00	=	
Weed Control					x	$250.00	=	
Pest Control					x	$250.00	=	
Pruning, Trimming & Staking								
Shrubs, Groundcover, Vines					x	$250.00	=	
Trees					x	$250.00	=	
Graffiti					x	$250.00	=	
Irrigation					x	$250.00	=	

Citations are issued in the event that services are not provided to an acceptable standard or for failure to perform the work in accordance with agreement section 10.

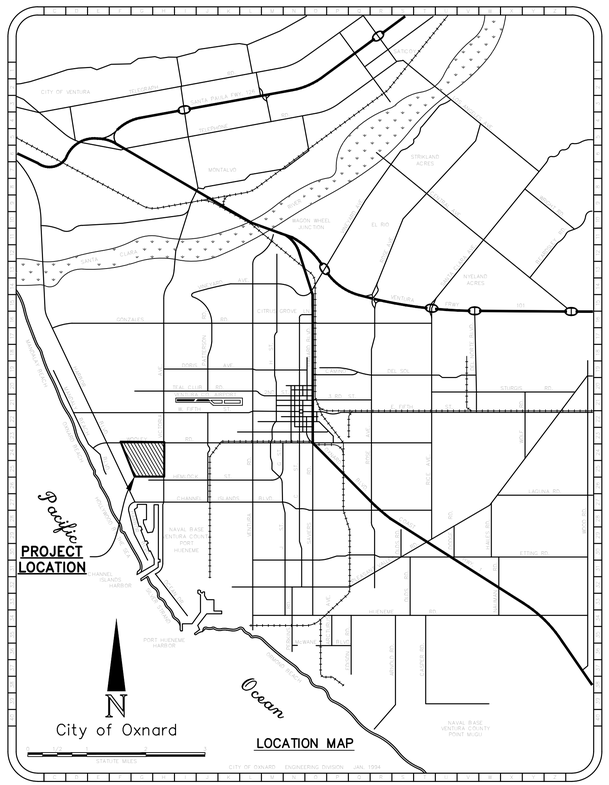
Comments: Please see attached supplemental document for additional notes.

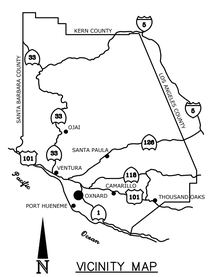
City Of Oxnard: Date: 7/24/2023

CITY OF OXNARD - CALIFORNIA

WESTPORT DEVELOPMENT
LANDSCAPE QUANTITIES STUDY

CITY OF OXNARD CALIFORNIA





NOT PART OF BID	AREA (IN SQ FT.)
NAVITE HABITAT	51,407

LEGEND	AREA (IN SQ FT.)
RESTROOM	912
PARKING	14,298
PLAYGROUND/EXERCISE	3,837
MEDIAN	13,842
TURF	135,996
CONC	64,691
NATURE TRAIL	22,725
PLANTER	153,978
ROCK RIP RAP	79,148
FENCE	1,568 (LF)
MASTER MAINTENANCE DISTRICT BOUNDARY	
TREES	595
STREETLIGHTS	22
BOLLARD LIGHTS	30

SHEET INDEX

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	WESTPORT
3	WESTPORT

ECG Encompass Consultant Group
333 N. LANTANA ST, SUITE 287, CAMARILLO, CA 93010
PHONE: 805.322.4443 WEBSITE: WWW.ECGCIVIL.COM

SALVADOR CONTRERAS DATE: 04/27/2017
PROJECT ENGINEER
R.C.E.
W.O. 0013.05

REGISTERED PROFESSIONAL ENGINEER
SALVADOR CONTRERAS, JR.
NO 66720
CIVIL
STATE OF CALIFORNIA

REVISIONS

MARK	DATE	DESCRIPTION	BY

REVIEWED BY: _____ DATE _____ DATE

CITY OF OXNARD CALIFORNIA Development Services Department

WESTPORT

APPROVED: _____ City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60' VERT. N/A

SHEET NO. 1 OF 3

DRAWN BY: JG

CHECKED BY: SC

DRAWING NUMBER

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PLOT BY:Ramith
SAVE DATE: 10/4/2017 11:50:06 AM
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964

NOT PART OF BID	AREA (IN SQ FT.)
NAVITE HABITAT	51,407

LEGEND	AREA (IN SQ FT.)
RESTROOM	912
PARKING	14,298
PLAYGROUND/EXERCISE	3,837
MEDIAN	13,842
TURF	135,996
CONC	64,691
NATURE TRAIL	22,725
PLANTER	153,978
ROCK RIP RAP	79,148
FENCE	1,568 (LF)
MASTER MAINTENANCE DISTRICT BOUNDARY	
TREES	595
STREETLIGHTS	22
BOLLARD LIGHTS	30

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SCALE: 1"=60'
0 60 120 180

PLOT DATE:10/10/2017 8:00:35 AM
PLOT BY:Ramith
SAVE DATE: 10/4/2017 11:50:06 AM

ECG Encompass Consultant Group
333 N. LANTANA ST, SUITE 287, CAMARILLO, CA 93010
PHONE: 805.322.4443 WEBSITE: WWW.ECGCIVIL.COM

SALVADOR CONTRERAS DATE: 04/27/2017
PROJECT ENGINEER
R.C.E.
W.O. 0013.05

REGISTERED PROFESSIONAL ENGINEER
SALVADOR CONTRERAS, JR.
NO 66720
CIVIL
STATE OF CALIFORNIA

REVISIONS

MARK	DATE	DESCRIPTION	BY

REVIEWED BY:
DATE
DATE

CITY OF OXNARD CALIFORNIA
Development Services Department

WESTPORT

APPROVED:
City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60' VERT. N/A
SHEET NO. 2 OF 3
DRAWN BY: JG
CHECKED BY: SC
DRAWING NUMBER

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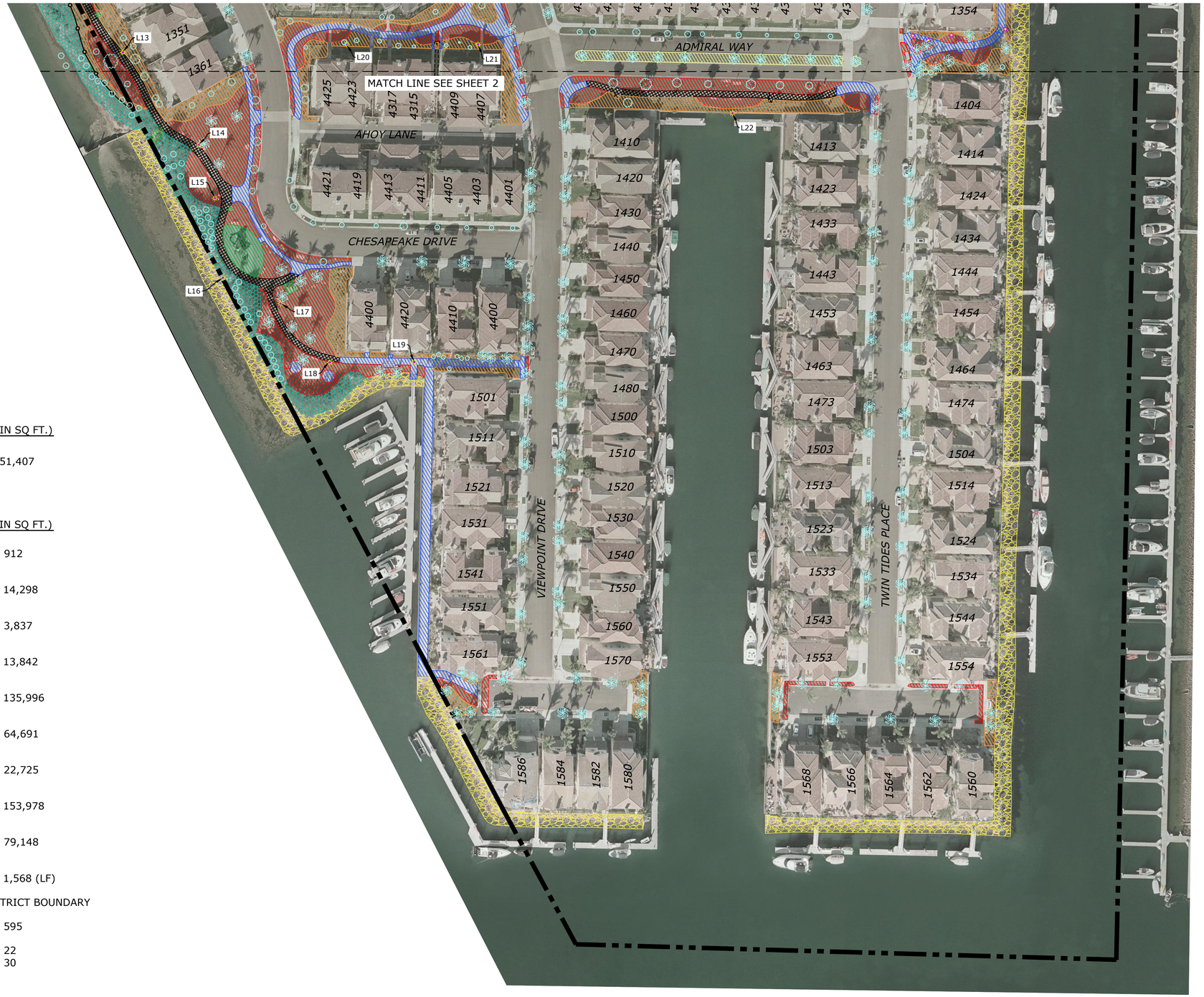

NOT PART OF BID	AREA (IN SQ FT.)
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MASTER MAINTENANCE DISTRICT BOUNDARY	
TREES	595
STREETLIGHTS	22
BOLLARD LIGHTS	30

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SCALE: 1"=60'
0 60 120 180

PLOT DATE:10/10/2017 8:01:09 AM
PLOT BY:Remith
SAVE DATE: 10/4/2017 11:50:06 AM

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ECG
Encompass Consultant Group
333 N. LANTANA ST, SUITE 287, CAMARILLO, CA 93010
PHONE: 805.322.4443 WEBSITE: WWW.ECGCIVIL.COM

SALVADOR CONTRERAS DATE: 04/27/2017
PROJECT ENGINEER
R.C.E.
W.O. 0013.05

REGISTERED PROFESSIONAL ENGINEER
SALVADOR CONTRERAS, JR
NO 66720
CIVIL
STATE OF CALIFORNIA

REVISIONS

MARK	DATE	DESCRIPTION	BY

REVIEWED BY:
DATE
DATE

CITY OF OXNARD CALIFORNIA
Development Services Department

WESTPORT

APPROVED:
City Engineer R.C.E. 46333 Date

SCALE: HORIZ. 1"=60' VERT. N/A
SHEET NO. 3 OF 3
DRAWN BY: JG
CHECKED BY: SC
DRAWING NUMBER

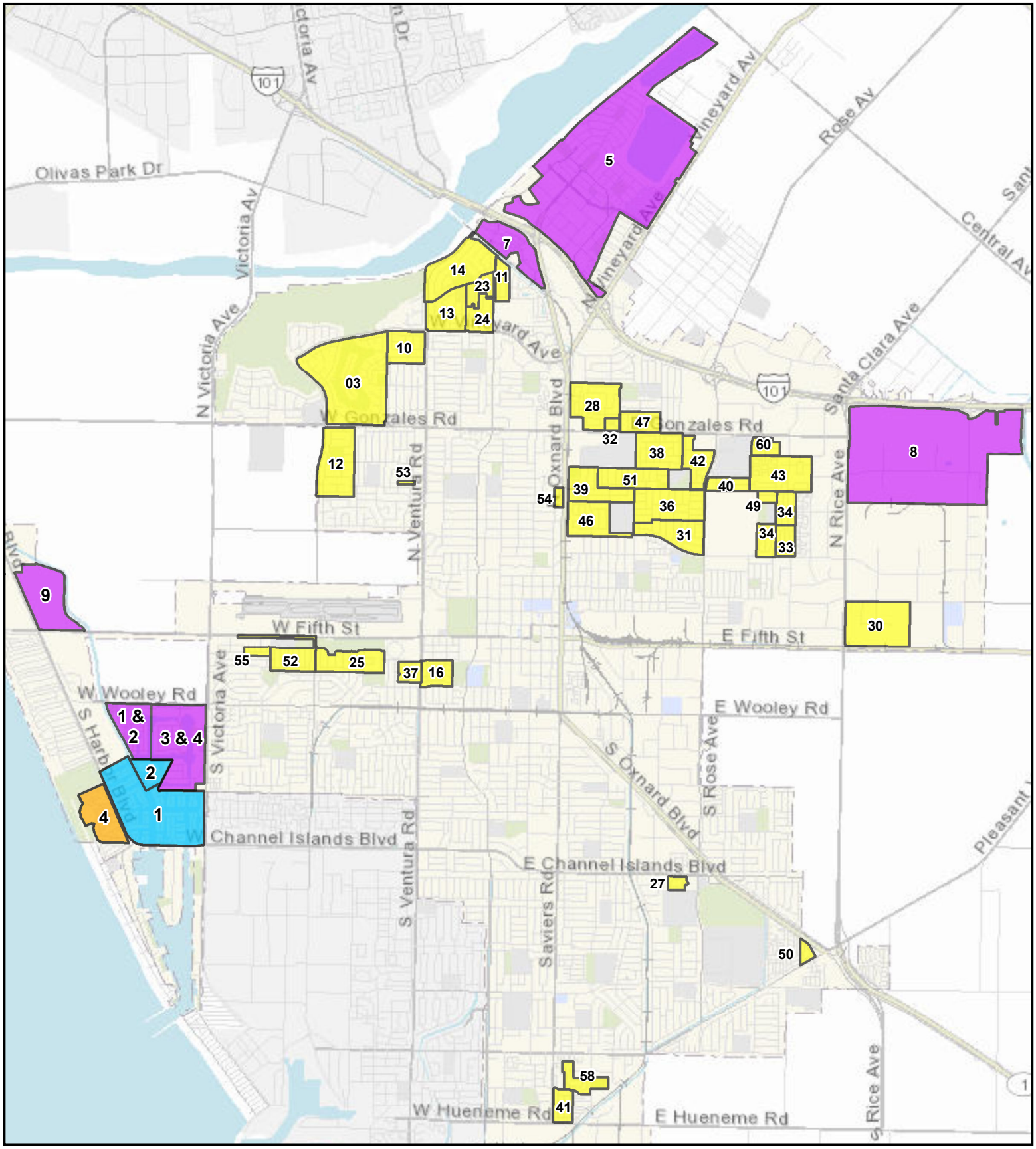
ALL BLANK Fields Must Be Completed EXCEPT for TOTAL Fields								
Service Item	**Unit of Bid**	**Frequency of Service**	**Service Level**					**Notes / Instructions to Bidders**
			A	**B**	**C**	**D**	**F**	
Turf Maintenance								
Mowing, Edging, and Trimming	Cost ($) / Service Visit	Weekly	$ 1,817.17					Costs are expected to be provided per service rendered, for example, if mowing once per quarter, cost per service may be reasonably higher than the daily rate due to the expected intensity of the work to be done. However, if services rendered are the same without regard to their frequency, then the same cost per service may be appropriate.
		Every 2 Weeks		$ 3,264.14				
		Every Third Week			$ 4,265.25			
		Monthly				$ 5,713.99		
		Quarterly					$ 17,033.75	
Aerate	Cost ($) / Service Visit	3x Per Year	$ 1,603.03					
		Annually		$ 4,319.23	$ 3,761.90	$ 3,489.68		
Dethatch	Cost ($) / Service Visit	Annually	$ 5,625.59	$ 5,052.55	$ 4,400.60			
Overseed/Renovation	Cost ($) / Service Visit	Bi-Annually	$ 2,812.80					
		Annually		$ 5,052.55	$ 4,400.60			
Fertilization								
Turf	Cost ($) / Service Visit	Quarterly	$ 642.75					No notes / additional instructions
		Bi-Annually		$ 1,154.56				
		Annually			$ 2,011.16	$ 1,865.62		
Shrubs, Groundcover, Vines, and Trees	Cost ($) / Service Visit	Monthly	$ 214.25					
		Quarterly		$ 577.28				
		Bi-Annually			$ 1,005.58			
		Annually				$ 1,865.62		
Trash and Debris Removal								
Entire Area including but not limited to: Turf, Shrubs, Groundcover, Receptacles/Mutt Mitts (on designated service days) and Gutters (All sevices listed in sections 4000-1 and 4000-2))	Cost ($) / Service Visit	Daily	$ 42.26					All services listed within the scope regarding trash and debris removal are to be amortized using the listed frequency of service. For example, service level A includes specific tasks to be performed on specific days throughout the year. The additional costs of these tasks are to be included within the daily price of keeping the service area clean throughout the year. For service levels B through D these tasks will be required to be performed only once per week as detailed in section 4000-1 and 4000-2.
		Weekly		$ 266.44	$ 232.06	$ 215.26		
Graffiti								
Inspect and Remove	Cost ($) / Service Visit	Daily	$ 7.04					No notes / additional instructions
		Weekly		$ 44.41				
		Every Two Weeks			$ 77.35			
		Monthly				$ 155.47		
Pest Control								
Complete control and/or eradication of all pests within the service area (cost per diagnosis and application)	Cost ($) / Service Visit	Spray & Treat as Required	$ 5,142.00	$ 4,618.23	$ 4,618.23	$ 3,731.25		Costs provided here should be for the expected general cost of maintaining an area of this size and scope on a per treatment basis. An example may be the annual pest control cost of a similarly sized area the vendor services divided by the total number of applications required to control the area, which would yield a per application average cost.
Weed Control								
Complete control and/or eradication of all weeds within the landscape as scheduled	Cost ($) / Service Visit	Daily	$ 56.35					Costs are expected to be provided per service rendered, for example, if controlling weeds only once per quarter, cost per service may be reasonably higher than the daily rate due to the expected amount and intensity of work to be done.
		Every 2 Weeks		$ 177.62				
		Every Third Week			$ 928.41			
		Monthly				$ 1,243.75		
		Quarterly					$ 3,688.84	
Irrigation								
Inspect and adjust/repair	Cost ($) / Service Visit	Daily	$ 77.48					Costs are expected to be provided per service rendered, for example, if irrigation is only inspected and adjusted or repaired once per quarter, costs may higher per service due to the amount of work required during that service visit than it would be if these services were performed daily.
		Every 2 Weeks		$ 976.93				
		Every Third Week			$ 1,276.56			
		Quarterly				$ 5,130.47		
Pruning and Trimming								
Groundcover, Vines, and Shrubs	Cost ($) / Service Visit	Weekly	$ 841.01					Costs are expected to be provided per service rendered, for example, if pruning once per quarter, cost per service may be reasonably higher than the daily rate due to the expected intensity of the work to be done. However, if services rendered are the same without regard to their frequency such as for hazards and encroachment, then a single per service may be appropriate.
		Monthly		$ 3,273.17	$ 2,850.82			
		Quarterly				$ 7,933.57		
		Semi-Annually					$ 15,106.19	
Trees	Cost ($) / Service Visit	Monthly	$ 2,140.36					
		Quarterly		$ 5,977.85				
		Encroahments & Hazards Only			$ 20,091.47	$ 18,637.58		
		TOTAL						$ 966,076.29

Additional / Irregular Services	Notes/Instructions to Bidders

Service Item	Unit of Bid	Bid	
Soil Testing			
Soil Test per Site	Cost ($) / Service Visit	$ 200.00	No notes / additional instructions
Fencing			
Pressure Wash (annually)	Cost ($) / Service Visit	$ 260.00	This price should be reflective of a one time service to pressure wash all District fencing.
Reports			
Tree and Plant Health Inspection Report	Per Report	$ 300.00	No notes / additional instructions
General Inspection Report	Per Report	$ 100.00	No notes / additional instructions
Irrigation Report	Per Report	$ 100.00	No notes / additional instructions
Supplemental Labor			
Laborer	Hourly Rate	$ 56.00	No notes / additional instructions
Irrigation Tech	Hourly Rate	$ 80.00	No notes / additional instructions
Crew Lead	Hourly Rate	$ 65.00	No notes / additional instructions
	TOTAL	$ 1,161.00	

TOTAL **$ 967,237.29**

CITY OF OXNARD SPECIAL DISTRICTS



Maintenance Assessment District (District No.)

Community Facilities District (District No.)

Waterway Assessment District (Zone No.)

Landscape Maintenance District (District No.)

Created by:
CITY OF OXNARD
Geographic Information Systems Division
March 2023

3,000 0 3,000 6,000 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.

N W E S

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

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/ 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

Agreement 32400238 with Mariposa Landscapes Inc. for Landscape Maintenance Services within Community Facilities District No. 2.

Public Works & Transportation Committee, October 24, 2023
City Council, November 7, 2023

Anthony Miller
Special Districts Project Manager

CITY OF OXNARD CALIFORNIA

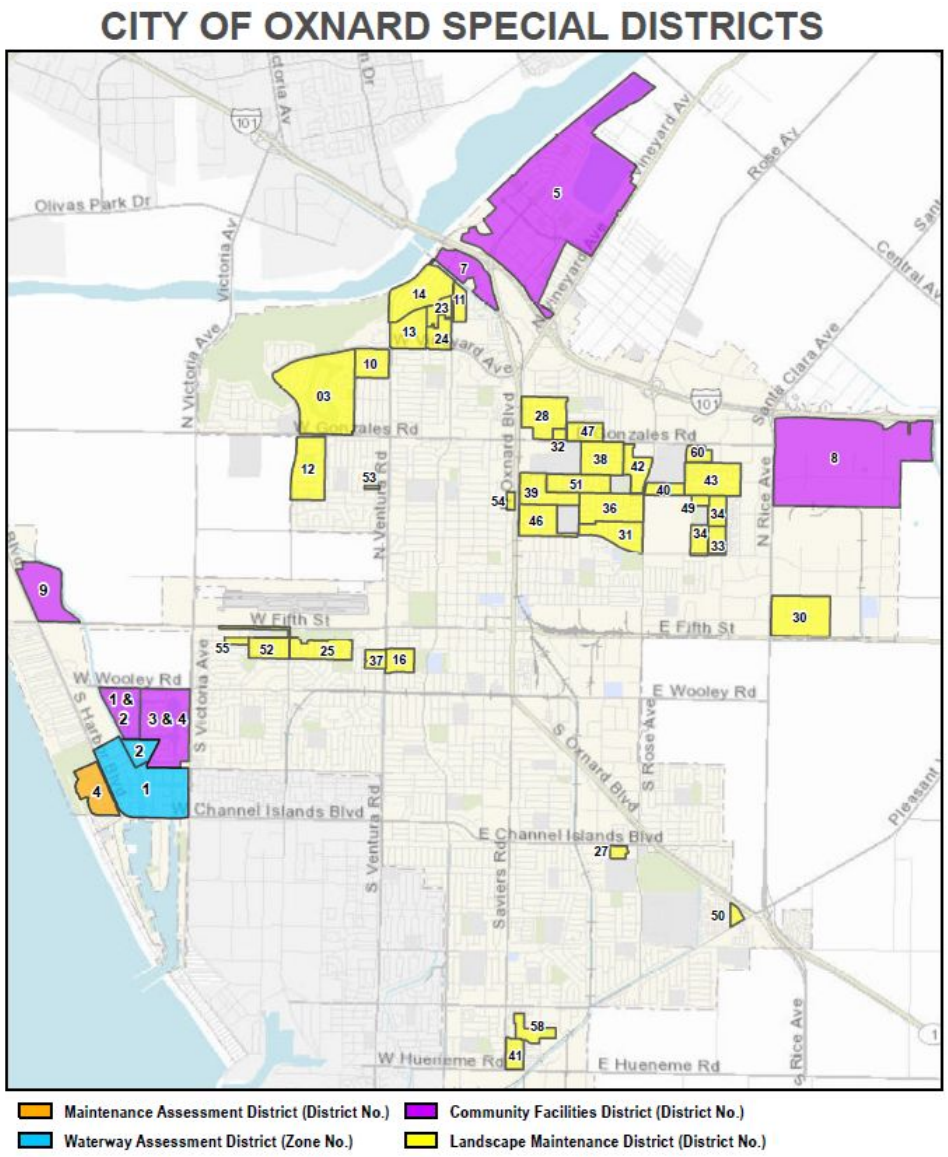
RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with Mariposa Landscapes Inc. for landscape maintenance services within Community Facilities District No. 2 in the amount not to exceed $1,564,500.00 for the maximum five year term of the Agreement, with an initial term of twelve months, ending December 31, 2024, after which the Agreement may be extended for four additional one-year terms with a fully extended final term ending on December 31, 2028.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an Agreement with Mariposa Landscapes Inc. for landscape maintenance services within Community Facilities District No. 2 in the amount not to exceed $1,564,500.00 for the maximum five year term of the Agreement, with an initial term of twelve months, ending December 31, 2024, after which the Agreement may be extended for four additional one-year terms with a fully extended final term ending on December 31, 2028.

MAP OF SPECIAL DISTRICTS IN THE CITY OF OXNARD



More information can be found at:

oxnard.org/city-department/finance/special-assessment-districts/

BACKGROUND

- The Special Districts Division of the Public Works Department is responsible for the maintenance, operation, and administration of the City's 50 Special Districts, including Community Facilities District No. 2 ("CFD-2" or "Westport").

- Each of these Special Districts have specific individual authorized services and improvements, including but not limited to; park landscapes, open spaces, parkways, medians, other public improvements, and recreation and park amenities such as picnic shelters, restrooms, arbors, and fountains.

BACKGROUND

- Properties within these Districts are charged an annual parcel charge for the purposes of maintaining these and other authorized services and improvements.

- Properties within each District are assessed in an annual parcel assessment for the purposes of maintaining these and other authorized services and improvements within their District.

- Since 2019, Garcia's Landscape Maintenance Inc. has provided landscape maintenance services to CFD-2.

DISCUSSION

- CFD 2 was established in 2000 with the approval of the property owners to pay for the cost and expense of providing certain public services throughout the Westport development, which includes, but is not limited to the maintenance of parks, parkways and open spaces, and the waterways within and adjoining the CFD and the harbor.

- CFD-2 is part of four (4) “Waterways Districts” that are located around the Channel Islands Harbor and directly managed by a Project Manager and two (2) Landscape Maintenance Inspectors.

DISCUSSION

- This Agreement for landscape maintenance services will provide services within CFD 2 at the service level and frequency that is specified in the Agreement. The services include trash pickup, mowing, weeding, maintenance of all plant material and ground cover, application of fertilizer, pesticides, and herbicides, removal of graffiti, and servicing park improvements.

- The landscape contractor is to furnish all labor, materials, supplies, and equipment to complete the work as required by this Agreement.

DISCUSSION

- Currently, Westport is maintained at service level A. This service level is anticipated to remain at this level outside of changes in funding levels or input from the community.

- In order to maintain the selected level of service and ensure quality performance, Division staff will meet with the contractor on a monthly basis to review their performance.

- Any failures to provide services that are not addressed in a timely and professional manner, will result in a penalty for each occurance against the contractor's monthly invoice.

DISCUSSION

- The Purchasing Department released a Request for Bid (RFB) PW24-26 for Landscape Maintenance - Community Facility District 4 Westport on August 29, 2023, with a bid due date of September 20, 2023.

- The text “CFD-4” was incorrectly used within the title of the solicitation; however, all supporting documentation within the bid package and maps of service areas specifically stated “CFD-2” as the area that was being bid.

- All bidders who attended the job walk on September 6th were reminded of this and directed to review the solicitation materials. No questions regarding the error in the title were received.

DISCUSSION

- The RFB PW24-26 received a total of five (5) bids from the following contractors:
  - Mariposa Landscapes Inc.,
  - SGD Enterprises dba Four Seasons Landscaping,
  - Garcia's Landscaping Maintenance Inc,
  - JAS Landscape, LLC., and
  - American Heritage Landscape.

- Each bid was evaluated based on the total cost of service for all services levels (aggregate) on an annual basis. "As Needed/As Required" and "Additional/Irregular Services" prices were included as a one time expense.

DISCUSSION

- These prices were compiled into a total bid price, which was then used to determine the lowest bidder. Therefore, the actual annual cost of the lowest bid will be less than the aggregate total.

Total Bid Price (Aggregate)

• Mariposa Landscapes Inc.	$967,237
• SGD dba Four Seasons Landscaping	$1,210,177
• Garcia's Landscape Maintenance Inc.	$2,600,177
• JAS Landscaping	$5,268,478
• American Heritage Landscaping	$44,245,878

DISCUSSION

- After initial review, staff identified challenges in comparing the bids and the five (5) companies were issued a Request for Clarification ("RFC") and an updated rate sheet to utilize with a due date of September 26, 2023.

- An additional review was conducted with the determination of Mariposa Landscapes Inc. to be the lowest, responsive bidder pursuant to the process outlined in the Oxnard Municipal Code.

DISCUSSION

- Staff has confirmed that Mariposa Landscapes Inc. meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State.

- Based upon the available information and research performed to date, staff believes that the contractor is capable of satisfactorily providing the necessary services.

FINANCIAL IMPACT

- The total cost of this Agreement if extended to its maximum allowable term of 5 years shall not exceed $1,564,500.00.

- Increases to the Contract price may be requested by the Contractor and cannot exceed a 3% increase year over year. Any increase requested must be substantiated with supporting documentation such as increases in materials pricing, CPI increases, or other cost increases.

FINANCIAL IMPACT

- The City reserves the right to request a price reductions. Any change in pricing must be requested in writing and must be agreed to by both City and Contractor prior to the changes taking effect.

- Prices may be adjusted per the language in the Agreement on an annual basis after the initial 12 month term.

FINANCIAL IMPACT

- The estimated spending plan in Fiscal Year 2023-24 is $141,500.00 commencing January 1, 2024.

- Sufficient funds are included in the Adopted FY 2023-24 Operating Budget and subsequent fiscal years will be requested through the annual budget process.

- This Agreement will be funded in its entirety from the Professional Services account of CFD-2, 60203801-53200.

CITY OF OXNARD CALIFORNIA

QUESTIONS