

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.



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

Meeting Location: Council Chambers, 305 West Third Street

December 5, 2023

Closed Session - 4:30 PM

Appointment Items - 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: 844 9811 1392
3. Passcode: 415728

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/](https://www.oxnard.org/city-meetings/).

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

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

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. ATTEND THE MEETING AT THE LOCATION LISTED ABOVE: Submit a speaker card to the City Clerk.
2. EMAIL COMMENTS OR SIGN UP TO SPEAK REMOTELY BEFORE THE MEETING
 - a. Submit a request to speak remotely by 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.

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in a meeting, please contact the City Clerk's Office at 385-7803. Notice at least 72 hours prior to the meeting will enable the City to reasonably arrange for your accessibility to the meeting.

Agenda Item Time Estimates include: (Minutes for Presentation + Council Discussion + Public Comment)

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

3. PROVIDE PUBLIC COMMENT REMOTELY DURING THE MEETING

- a. Follow Zoom details listed above.
- b. Public comments on agenda items will be taken following the announcement of the item. After the item is announced, members of the public may register or otherwise be recognized for the purpose of providing public comment.

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

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 are still available to the public, the legislative body may take further action on items appearing on a meeting agenda without waiting for the disrupted broadcast option(s) to be restored.

A. ROLL CALL, POSTING OF AGENDA

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

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION (4:30 PM)

1. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section 54956.9(d)(1))
Name of case: F.G., an individual, et al. v. City of Oxnard, et al.
Ventura County Superior Court, Case No. 56-2022-00562807-CU-OE-VTA
Legislative Body: City Council

D. APPOINTMENT ITEMS (5:30 PM)

1. City Manager Department
SUBJECT: Update on Current Pests and Diseases that are Impacting Agriculture in Ventura County.
RECOMMENDATION: That the City Council received an update by the Ventura County Agricultural Commissioner Korinne Bell on the Asian Citrus Psyllid, Huanglongbing, the Queensland Fruit Fly and potential impacts to farms/orchards.
Legislative Body: City Council
Contact: Alexander Nguyen, (805) 385-7430

E. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

F. CEREMONIAL ITEMS

1. SUBJECT: Special Guest from the North Pole.

G. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

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

H. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

1. City Manager Department

SUBJECT: Local Government Fun Fact: Southern California's Illegal Food Vendor Problem.

RECOMMENDATION: That the Public and City Council receive a City Manager discussion about Southern California's illegal food vendor problem.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

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

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

J. REVIEW OF INFORMATION/CONSENT AGENDA

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

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

L. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of November 7, 2023, regular meetings as presented.

Legislative Body: City Council

Contact: Dee Lai, (805) 385-8200

2. Finance Department

SUBJECT: Update on the Financial Corrective Action Plan (FCAP) For Closing Past Audit Findings.

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

(The Finance and Governance Committee approved 3-0 on November 14, 2023 to approve the staff recommendation to forward the item for Council approval.)

Legislative Body: City Council

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

3. Public Works Department

SUBJECT: Grant Application Resolution for CalRecycle Grant Programs. (10 minutes)

RECOMMENDATION: That the City Council adopt a resolution:

1. Authorizing the City Manager or designee to submit a grant application resolution to the California Department of Resources Recycling and Recovery (CalRecycle) (no local match) in SB 1383 Local Assistance Grant Program funds
2. Authorizing the City Manager or designee to execute grant agreements;
3. Authorizing the Finance Director or designee to submit financial reports and grant claims and approve budget appropriations for the use of grant funds; and
4. Authorizing the Public Works Director or designee to submit non-financial reports.

(This item did not originate in Committee.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

4. Fire Department

SUBJECT: Authorize Blanket Purchase Order for Stryker Sales, LLC in a Not to Exceed (NTE) Amount of \$400,000 through June 30, 2024

RECOMMENDATION: That the City Council authorize the Mayor to execute Blanket Purchase Orders (BPO) with Stryker Sales, LLC for a total amount NTE \$400,000 for the purchase of grant-funded automatic chest compression systems and other routine operational expenses.

(The Community Services, Public Safety, Housing & Development Committee approved 2-0 on November 14, 2023 to approve the staff recommendation and to forward the item for Council approval.)

Legislative Body: The City Council

Contact: Alexander Hamilton, (805) 385-7700

5. Fire Department

SUBJECT: Memorandum of Agreement Between the City of Oxnard (Fire Department) and Oxnard Union High School District

RECOMMENDATION: That the City Council approve and authorize the Mayor to enter into a Memorandum of Agreement between the City of Oxnard (Fire Department) and Oxnard Union High School District for an after-school program to introduce high school students to fire service.

(The Community Services, Public Safety, Housing & Development Committee approved 2-0 on November 14, 2023 to approve the staff recommendation and to forward the item for Council approval.)

Legislative Body: The City Council

Contact: Alexander Hamilton, (805) 385-7700

6. Community Development Department

SUBJECT: Adoption of Ordinance Nos. 3034, 3035, 3036, 3037, 3038, 3039, and 3040 - Planning & Zoning (PZ) Permit No. 23-580-03 (Zoning Text Amendments) - Implementation of the City's Adopted Amended 6th Cycle 2021-2029 Housing Element

RECOMMENDATION: That the City Council adopt the following Ordinances amending Chapter 16 of the Oxnard City Code (OCC) to implement the Adopted Amended 6th Cycle of the 2021-2029 Housing Element and find that the adoption of the Ordinances are exempt from review under the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) and (3) and 15061(b)(3) of the CEQA Guidelines:

1. Ordinance No. 3034 - 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
2. Ordinance No. 3035 - An Ordinance of the City Council of the City of Oxnard amending the City's Density Bonus Ordinance in OCC Section 16-410; and
3. Ordinance No. 3036 - 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
4. Ordinance No. 3037 - 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
5. Ordinance No. 3038 - An Ordinance of the City Council of the City of Oxnard amending Reasonable Accommodation requirements in OCC Section 16-501.5; and
6. Ordinance No. 3039 - 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 amendments; and
7. Ordinance No. 3040 - An Ordinance of the City Council of the City of Oxnard amending the Attached Dwelling Unit standards in OCC Section 16-360.

(This item originated from a Public Hearing at the November 7, 2023 City Council meeting and was previously heard by the Planning Commission, therefore this item did not originate in Committee.)

Legislative Body: City Council

Contact: Jeff Pengilley, (805) 385-8208

7. Public Works Department

SUBJECT: Public Project Agreement 32400255 with J.R. Filanc Construction Company, Inc for Secondary Sedimentation Tank Mechanical Equipment Replacement at the Oxnard Wastewater Treatment Plant (OWTP), Specification No. PW 23-112.

RECOMMENDATION: That the City Council approve and authorize:

1. A total of \$948,477 in project funds for Secondary Sedimentation Tank Mechanical Equipment Replacement at the OWTP, Specification No. PW 23-112;
2. The Mayor to Execute an Agreement with J.R. Filanc Construction Company, Inc (Filanc) in the amount of \$790,397 for the Project;
3. A Project contingency amount of \$79,040 (10%) with Filanc for a total not to exceed value of \$869,437 for the Project;

4. A Project allocation amount of \$79,040 (10%) for engineering, inspection, survey and project management for the Project; and
5. Budget appropriations of \$948,477 from the available fund balance in the Wastewater Operating Fund (611) and the corresponding appropriation and revenue transfer in the Wastewater Capital Fund (612) for use of this Project.

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

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

8. City Manager Department

SUBJECT: Appointment of Councilwoman Gabriela Basua to Regional Defense Partnership for the 21st Century (RDP-21).

RECOMMENDATION: That the Mayor, with the approval of the City Council, appoint Councilwoman Gabriela Basua to the Regional Defense Partnership for the 21st Century (RDP-21).

(This item did not originate in Committee.)

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

M. REPORTS

1. Housing Department

SUBJECT: Acquisition of Real Property located at 131 East Seventh Street and Disposition of Real Property located at 418 West Fourth Street in Downtown Oxnard. (10 minutes)

RECOMMENDATION: That the City Council:

1. Find that the recommended actions do not constitute a “project” subject to the California Environmental Quality Act pursuant to Section 21065 of CEQA and Sections 15004(b)(4) and 15378 of the State CEQA Guidelines and, as such, no environmental document pursuant to CEQA is required;
2. Approved the disposition of improved real property located at 418 West Fourth Street in the amount of \$400,000 for a future private use;
3. Approve the acquisition of unimproved real property located at 131 East Seventh Street in the amount of \$430,000 for the future development of affordable housing;
4. Approve and authorize a budget appropriation of \$30,000 from the Housing In Lieu Fees Fund (Fund 360-Subfund 7050) available fund balance and authorize an exchange of value for completion of the two transactions;
5. Approve and authorize a budget appropriation of \$75,000 from the Housing In Lieu Fees Fund (Fund 360-Subfund 7050) available fund balance for necessary transaction and future maintenance costs; and
6. Authorize the City Manager or his designee to execute any and all documents necessary to facilitate these transactions.

(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/EmzgpuhC2hA>

Legislative Body: City Council

Contact: Emilio Ramirez, (805) 385-8094

2. Public Works Department

SUBJECT: Solid Waste (Refuse) Rates Discussion. (50 minutes)

RECOMMENDATION: That the City Council:

1. Provide comments and feedback on the goals, variable input, preliminary scenarios, and the process and timeline for solid waste rates; and
2. Direct staff to move forward to the next steps in the rate setting process on the basis of Scenario 4.

(Public Works and Transportation Committee approved 2-0)

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

<https://youtu.be/-SNEvyuWTKM>

Live presentation to be provided by a consultant.

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

3. Public Works Department

SUBJECT: Agreement 32400156 with Roesling Nakamura Terada Architects, Inc. for Architecture and Engineering Services for the Wastewater Division New Maintenance Building Project. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize the Mayor to Execute an Agreement with Roesling Nakamura Terada Architects, Inc. in the amount of \$1,000,000 for Architectural and Engineering Services.

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

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

<https://youtu.be/ASNpjcWxwpk>

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

4. Public Works Department

SUBJECT: Agreement 32400247 with Quest National Holdings dba Quest National Security for Security Guard Services at Various City Locations. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with Quest National Holdings dba Quest National Security, for an initial term starting January 1, 2024, ending December 31, 2024, with the options to extend through December 31, 2028, and for a total contract not-to-exceed amount of \$6,000,000 for security guard services at various City locations.

(The Public Works and Transportation Committee outcome was unknown at the time this agenda

December 5, 2023

PAGE 8

was posted.)

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

<https://youtu.be/zYIm6Ksnc84>

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

N. ADJOURNMENT



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

DATE: December 5, 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 November 7, 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. 11 07 2023 Council Minutes

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
November 7, 2023

A. ROLL CALL, POSTING OF AGENDA

At 5:31 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, Oscar Madrigal; Bert E. Perello, Gabriel (Gabe) Teran, Arthur Valenzuela Zavala, Mayor Pro Tem Bryan A. MacDonald, and Mayor John C. Zaragoza were present.

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 (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

At 5:32 p.m., the City Council recessed into a closed session. At 6:04 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 item C.1.

D. OPENING CEREMONIES (6:00 PM)

Mayor Pro Tem MacDonald led the pledge of allegiance followed by a moment of silence.

E. CEREMONIAL ITEMS

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

Mayor Zaragoza read the Proclamation and delivered it to David Singer. David and five other service members joined the Council on the dais to accept the Proclamation, thanked the Council, and spoke briefly.

No public comments were received.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Karla Alejandra, Luciano Morales, Jeremy Goldberg, Alex Anand, Maria Navarro, Lupe Montano, Michael Wright Hodges, Rev. Greg Runyon, and Lucy Cartagena.

G. 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

November 7, 2023

PAGE 2

Oxnard's statistics as compared with other cities in the region.

Alex Nguyen, City Manager, provided community updates and Oxnard's statistics.

No public comments were received.

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

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

No public comments were received.

I. REVIEW OF INFORMATION/CONSENT AGENDA

Items K-1 through K.8 were discussed among the Council and staff.

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Mark Ross, Isabel Payne, Valeria Resendiz, Bryan Rodriguez, Karla Alejandra, Devina Garcia, Kyremina, Noemi Tungui, Rev. Greg Runyon, Thalia Ramirez, Leo Martinez, Jacob Travers, Leah Pehmohsen, Aime Hanna, Ryan Drury, Taylor Buck, Mike Montoya, Angel Marie, Sara Mshaiel, Jas Roman, Lucy Cartagena, and Chamubo Lopez.

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.

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).

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).

4. Fire Department

November 7, 2023

PAGE 3

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)

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).

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).

7. Police Department

SUBJECT: Resolution Commending Officer David Landsverk for over Twenty-Six Years of

November 7, 2023

PAGE 4

Service to the City of Oxnard.

RECOMMENDATION: That the City Council adopt a **Resolution No. 15,750** commending David Landsverk for over twenty-six years of service to the City of Oxnard Police Department.

(This item did not originate in Committee).

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.)

Consent Item K.2

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

Consent Items K.1, K.3, K.4, K.5, K.6, K7, and K.8

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

At 8:55 p.m. the Council took a short recess. At 9:01 p.m., the City Council reconvened in an open session in the Council Chambers.

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).

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

Councilmember Teran, and Councilmember Valenzuela Zavala, stated that they had Ex Parte communications with Barbara Macri-Ortiz and Maria Navarro. Mayor Pro Tem MacDonald stated that he had Ex Parte communication with Barbara Macri-Ortiz.

Heather Davis, Contract Planner, Joe Pearson, Planning Manager, and Jeff Pengilley, Community Development Director, were available to answer questions.

Mayor Zaragoza opened the public testimony portion of the public hearing. Public comment was received from Barbara Macri-Ortiz.

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

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.)

Phillip Molina, City Treasurer, presented and was available to answer questions. No public comments were received. The report was received and filed. No formal action was required.

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)

Michelle McCarron, Assistant City Attorney, Chelsey Ballot, Deputy City Attorney, Eric Zetz, Environmental Services Manager, and Jeff Pengilley, Community Development Director, were available to answer questions. Public comment was received from Andrew Gallagher. Discussion ensued among the council and staff.

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

At 9:56 p.m., City Council voted to continue the meeting past 10:00 p.m., and take action on the remainder of the items on the agenda.

It was moved by Councilmember Perello, seconded by Councilmember 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. 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.)

Rocky Marquez, Police Commander, 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.

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)

Jose Arreola, Fleet Services Manager, and Michael Wolfe, Public Works Director, were 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, Madrigal, Perello, Teran, Valenzuela Zavala, and Zaragoza voted in favor; the motion passed 6-0-1. Mayor Pro Tem MacDonald was absent.

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)

Eric Storrie, Special Districts Manager, Anthony Miller, Project Manager, and Michael Wolfe, Public Works Director, were available to answer questions. No public comments were received. Discussion ensued among the council and staff.

It was moved by Councilmember Teran, seconded by Councilmember Perello, to approve the recommended action as presented. VOTE: Basua, Madrigal, Perello, Teran, Valenzuela Zavala, and Zaragoza voted in favor; the motion passed 6-0-1. Mayor Pro Tem MacDonald was absent.

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)

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

November 7, 2023

PAGE 8

It was moved by Councilmember Teran, seconded by Mayor Pro Tem MacDonald, 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.

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)

Anthony Miller, Project Manager, and Michael Wolfe, Public Works Director, were 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 Councilmember Valenzuela Zavala, to approve the recommended action as presented. VOTE: Basua, MacDonald, Madrigal, Perello, Valenzuela Zavala, and Zaragoza voted in favor; the motion passed 6-1. Councilmember Teran voted no.

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)

Anthony Miller, Project Manager, and Michael Wolfe, Public Works Director, were 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 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.

N. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 10:30 p.m.

DEE LAI
Assistant City Clerk

JOHN C. ZARAGOZA
Mayor



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

DATE: December 5, 2023

TO: City Council

FROM: Javier Chagoyen-Lazaro, Chief Financial Officer, (805) 385-5400, javier.chagoyenlazaro@oxnard.org

SUBJECT: Update on the Financial Corrective Action Plan (FCAP) For Closing Past Audit Findings.

RECOMMENDATION

That the City Council receive an update on the Financial Corrective Action Plan (FCAP) for closing past audit findings.

(The Finance and Governance Committee approved 3-0 on November 14, 2023 to approve the staff recommendation to forward the item for Council approval.)

BACKGROUND

The City's annual audit for FY 2014-15 produced 111 single-audit findings. These findings primarily concerned the City's policies and procedures (or lack thereof) for accounting and financial management. Between fiscal year 2016 through the fiscal year ended June 30, 2018, the City's annual audits continued to identify new findings in the double digits. For FY 2019-20, there was one additional audit finding, for Information Technology General Controls, which was communicated to City Council via a separate confidential written report due to its sensitive nature. For FY 2020-21, there was one new finding for accounting and financial management, but only two earlier audit findings remain unresolved, and there were no material weaknesses. For FY 2021-22, there were no new findings for accounting and financial management; only two prior findings remain unresolved. FY 2021-22 is the third year in a row where the City had no material weaknesses. Below is a table summarizing the audit finding history.

History of Findings by Fiscal Year	A # of New Finding	B # of Repeat Findings	C = (A+B) + Prior Year C Total # of Findings
FY 2014-15	111	0	111
FY 2015-16	5	0	116
FY 2016-17	10	9	135
FY 2017-18	24	13	172
FY 2018-19	8	3	183
FY 2019-20	1	0	184
FY 2020-21	1	1	186

FY 2021-22	0	0	186
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In order to correct the various accounting and financial management audit findings, the City was required to produce a Corrective Action Plan, or CAP. This plan, updated annually, addresses all unresolved findings, and the steps and timeline to correct them. Staff created a detailed audit scorecard, and began presenting it to the Finance & Governance Committee, and to City Council, every six months.

DISCUSSION

During our FY 21-22 Single Audit, Eadie + Payne determined that the City sufficiently completed the corrective action plan for the findings identified in the FY 20-21 audit related to the CDBG HUD findings. Only two findings remain outstanding; the findings related to (1) the Indirect Cost Allocation Plan Update and (2) the Information Technology General Controls.

We have continued to make progress on the corrective actions for both findings. For the Indirect Cost Allocation Plan finding, the City has developed a central cost allocation plan that includes a cost allocation method for indirect costs. The new central cost allocation plan was completed after the FY 23-24 budget cycle; the City plans to implement the cost allocation plan with the FY 24-25 budget. The City Council will continue to receive updates on the IT General Controls findings through separate confidential reports.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

The Finance and Governance Committee approved 3-0 on November 14, 2023 to approve the staff recommendation to forward the item for Council approval.

Prepared by: Jennifer Hiraoka, Senior Manager Internal Controls

ATTACHMENTS

None



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

DATE: December 5, 2023
TO: City Council
FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org
SUBJECT: Grant Application Resolution for CalRecycle Grant Programs. (10 minutes)

RECOMMENDATION

That the City Council adopt a resolution:

1. Authorizing the City Manager or designee to submit a grant application resolution to the California Department of Resources Recycling and Recovery (CalRecycle) (no local match) in SB 1383 Local Assistance Grant Program funds
2. Authorizing the City Manager or designee to execute grant agreements;
3. Authorizing the Finance Director or designee to submit financial reports and grant claims and approve budget appropriations for the use of grant funds; and
4. Authorizing the Public Works Director or designee to submit non-financial reports.

(This item did not originate in Committee.)

BACKGROUND

State of California Senate Bill 1383 (SB 1383) also known as the Short-Lived Climate Pollutants (SLCP) law, was signed on September 9, 2016. SB 1383 requires jurisdictions to increase the diversion of organic waste from landfills and meet the statewide target to divert organic landfill disposal by 75% in 2025. The law took effect on January 1, 2022, and required compliance with a majority of its provisions by that date. The City and many other local jurisdictions have struggled to comply with SB 1383's deadlines due to the lack of existing local infrastructure to process organic waste, disruption of supply chains by the Covid-19 pandemic, staffing shortages, and a lack of funding from the State for this unfunded mandate.

To provide jurisdictions with relief from penalties for not complying with SB 1383 requirements by January 1, 2022, the State of California passed Senate Bill 619 (SB 619) on October 5, 2021. SB 619 allowed the City to submit a Notice of Intent to Comply (NOIC), proposing a timeline for execution of the provisions required by SB 1383 to avoid civil penalties from the California Department of Resources Recycling and Recovery (CalRecycle) for non-compliance. The City Council passed Resolution No. 15,542 in order for staff to submit the NOIC to CalRecycle. The NOIC was submitted to CalRecycle on March 1, 2022.

In November 2022, CalRecycle issued a draft Corrective Action Plan (CAP) to the City outlining 30 tasks in order for the City to come into compliance with SB 1383. The City of Oxnard is one of 126 California jurisdictions that have been issued a CAP. Environmental Resources (ER) staff and CalRecycle staff worked to finalize the CAP's tasks and target completion dates and concurred to a proposed agreement on February 7, 2023. On March 6, 2023, CalRecycle issued the final CAP to the City. All tasks must be completed no later than March 1, 2024. Currently, ER staff has confirmed the completion of 12 tasks. The remaining 18 tasks need to be completed by March 1, 2024.

To provide jurisdiction assistance in complying with SB 1383's requirements, CalRecycle is administering a non-

competitive grant program. Grant funds can be used to pay for: capacity planning, collection, edible food recovery, education and outreach, enforcement and inspection, program evaluation/gap analysis, procurement requirements, record keeping or any other item that will help a jurisdiction with the implementation of SB 1383. CalRecycle has allocated \$90,000,000 for the SB 1383 Local Assistance Grant Program and the base award will be set at \$75,000. The remaining funds will then be distributed to eligible jurisdictions based on per capita calculations using the Department of Finance's January 2023 population statistics. CalRecycle estimates the City of Oxnard's total eligible grant amount to be \$341,702.

DISCUSSION

As allowed by Resolution No. 15,748 (Attached), ER staff submitted an application for this grant, by the initial grant application due date of November 15, 2023. However, the program requires a Council-approved grant resolution specifically for CalRecycle grant programs, by December 20, 2023, to finalize the application (Attachment 1). If the City Council approves the proposed resolution, ER staff will submit the approved grant resolution to CalRecycle by the secondary due date of December 20, 2023. This grant resolution will be effective for a term of 5 years from the date of adoption and will allow the City to apply for the SB 1383 Local Assistance Grant Program.

ER will use the SB 1383 Local Assistance Grant Program funds to purchase:

1. Bins and carts for recyclable materials and organic waste;
2. Educational and outreach materials for residential and commercial waste generators;
3. Compliance tracking software for recordkeeping and enforcement;
4. Recovered organic waste products to meet the City's procurement target;
5. Any other qualifying material or service which will assist the City in complying with SB 1383.

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

If awarded, CalRecycle Grants Program funds will be recognized and appropriated to the State & Local Grant Fund (210). There is no local match required for this grant.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Eric Zetz, Division Manager, Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. Grant Reso 15,748
2. CalRecycle Grant Programs Resolution

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 15,748

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
UPDATING PROCEDURES TO SUBMIT GRANT APPLICATIONS

WHEREAS, the Oxnard City Council last adopted Resolution No. 12,053 on November 6, 2001, establishing procedures to submit grant applications; and

WHEREAS, there is a need to update and streamline this process.

NOW, THEREFORE, the City Council of the City of Oxnard repeals Resolution No. 12,053 and replaces it with the following adopted grant procedures:

A. PURPOSE STATEMENT

The City desires to expedite grant applications and establish a process for the City Manager to apply for grants without a formal Council process.

B. APPLICATIONS SUBMITTED ON APPROVAL OF CITY MANAGER

1. The City Manager is authorized to submit a grant application under the following criteria:

a. Required matching funds or services (including operational and maintenance costs) do not exceed the spending authority of the City Manager per Oxnard City Code Section 4-72(C), as may be amended from time to time (which in 2023 is \$200,000), and have been previously appropriated; and

b. The matching funds and grant do not obligate the City to add any full time equivalent positions; and

c. The purpose of the grant implements, and is consistent with, previously adopted City policies, goals or objectives; and

d. The grant proposal has been reviewed and recommended for submission by the appropriate department director(s).

2. The City Manager is authorized to execute all documents required for the City to apply for or

accept such grants. The Finance Director is authorized to submit financial reports, submit grant claims, and approve budget appropriations for the use of grant funds. The appropriate department director(s) are authorized to submit non-financial reports.

C. APPLICATIONS SUBMITTED ON APPROVAL OF CITY COUNCIL

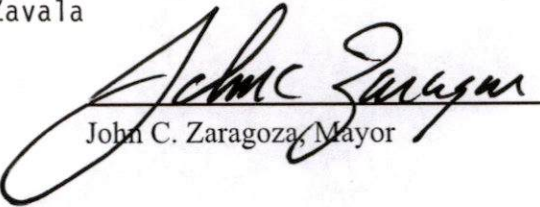
1. Applications for grants that do not meet the criteria above may be submitted only by authorization of the City Council.
2. The staff report recommendation to the City Council shall list the grant amount; the match amount, if any; any budget appropriation needed; the obligation for additional staffing, operational costs, and/or maintenance costs, if any; the granting agency or nature of the grant; and the intended use of grant funds.
3. If the City Manager determines a grant application is due before the next Council meeting, the City Manager may authorize any grant application and must place the executed grant application for ratification at the next available City Council meeting.

PASSED AND ADOPTED this 17th day of October, 2023, by the following vote:

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

NOES: None.

ABSENT: Councilmember Valenzuela Zavala


John C. Zaragoza, Mayor

ATTEST:


Rose Chaparro, City Clerk

APPROVED AS TO FORM:

 9/26/2023
Stephen Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING SUBMITTAL OF INDIVIDUAL GRANT APPLICATIONS FOR THE CALRECYCLE SB 1383 LOCAL ASSISTANCE GRANT PROGRAM

WHEREAS, Public Resources Code sections 48000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (State) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorities related to the administration of CalRecycle grants; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Oxnard authorizes the submittal of applications to CalRecycle for the SB 1383 Local Assistance Grant Program; and

BE IT FURTHER RESOLVED that the City Manager, Environmental Resources Division Manager, Environmental Resources Recycling Manager or his/her designee, is hereby authorized and empowered to execute in the name of the City of Oxnard all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project; and

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BE IT FURTHER RESOLVED that these authorizations are effective for five years from the date of adoption.

APPROVED AND ADOPTED this 5th day of December, 2023, by the following vote:.

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA

AGENDA ITEM NO. L.4

DATE: December 5, 2023

TO: The City Council

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

SUBJECT: Authorize Blanket Purchase Order for Stryker Sales, LLC in a Not to Exceed (NTE) Amount of \$400,000 through June 30, 2024

RECOMMENDATION

That the City Council authorize the Mayor to execute Blanket Purchase Orders (BPO) with Stryker Sales, LLC for a total amount NTE \$400,000 for the purchase of grant-funded automatic chest compression systems and other routine operational expenses.

(The Community Services, Public Safety, Housing & Development Committee approved 2-0 on November 14, 2023 to approve the staff recommendation and to forward the item for Council approval.)

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.

DISCUSSION

On December 7, 2022, the City Council authorized the Fire Department to be a subrecipient of a FEMA Assistance to Firefighters Grant submitted by Ventura County Fire Protection District. The District was regionally awarded thirty five (35) Automatic Chest Compression Devices (ACCD's) with eight (8) units awarded to the City of Oxnard at \$18,165.00 unit cost for a total cost of \$145,320. In addition to this one-time purchase, the Department estimates spending roughly \$30,000 on routine purchases of durable and disposable medical supplies for everyday emergency medical services and \$17,000 for a service plan to maintain the existing chest compression systems. The balance of the contract will be utilized as funding is identified for other grant funded items or for unanticipated needs that may arise during the year.

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's Fiscal Year 2023-24 Budget includes appropriations in the amount of \$47,000 (General Fund 101) and \$145,320 (Federal Grant Fund 200) for purchases under this BPO. Additional purchases against the BPO will be made 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.

For Finance Use Only: General Fund (Org. 1012501 Obj. 52400); Federal Grant Fund (Org. 2001001 Obj. 59800 Project C2412); Capital Outlay Fund (Org. 3012501 Obj. 56040, Project C2412)

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing & Development Committee approved 2-0 on November 14, 2023 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Rose Rodarte, Administrative Services Manager, Alexander Hamilton, Fire Chief

ATTACHMENTS

1. FY24 Stryker BPO NTE 400K 10.2023 (1)

Blanket Purchase Order in the Amount of \$400,000 with Stryker Sales, LLC

Alexander Hamilton, Fire Chief

RECOMMENDATION

The Community Services, Public Safety, Housing & Development Committee recommends that the City Council authorize the Mayor to execute Blanket Purchase Orders (BPO) with Stryker Sales, LLC for a total amount NTE \$400,000 for the purchase of grant funded automatic chest compression systems and other routine operational expenses.



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.

SPENDING LIMIT

- City of Oxnard was awarded a FEMA AFG Grant as a subrecipient for the purchase of eight (8) Automatic Chest Compression Devices.
- The unit cost is \$18,165.00 for total cost of \$145,320.
- The Department expects to spend approximately \$47,000 on other routine expenses with this vendor.
- The annual spend with Stryker will exceed \$200,000 requiring City Council approval.

FISCAL YEAR 2023/2024 FISCAL IMPACT

- \$192,320 has been allocated in the Department's General Fund (101) and Grant Fund (200) budgets to cover the cost of the devices and other routine needs.
- Use of the remaining BPO amount will be utilized for other equipment and supply needs from this vendor if funding sources become available.



Questions?



CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA

AGENDA ITEM NO. L.5

DATE: December 5, 2023

TO: The City Council

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

SUBJECT: Memorandum of Agreement Between the City of Oxnard (Fire Department) and Oxnard Union High School District

RECOMMENDATION

That the City Council approve and authorize the Mayor to enter into a Memorandum of Agreement between the City of Oxnard (Fire Department) and Oxnard Union High School District for an after-school program to introduce high school students to fire service.

(The Community Services, Public Safety, Housing & Development Committee approved 2-0 on November 14, 2023 to approve the staff recommendation and to forward the item for Council approval.)

BACKGROUND

In May 2022, the Oxnard Fire Department released a 5-year strategic plan. One of the six identified goals is related to recruitment and investing in strategies aimed at hiring more women and Oxnard community members as Firefighters. To accomplish this goal, the Fire Department seeks to foster partnerships with existing community organizations and develop partnerships with local high schools. The desired outcome is a fire department that reflects and represents the diverse Oxnard community it serves.

DISCUSSION

This partnership adds to the myriad of programs that the Oxnard Union High School District offers their students. Historically, these programs have been known as "after-school" programs. However, the program we have developed involves five weekends of instruction, providing students with 60 hours of training and five high school credits towards graduation.

The program will target juniors and seniors and will be modeled after our successful Fire Explorer Post curriculum. The program will include a field trip to the Oxnard College Fire Technology Campus to encourage students to continue their fire service education.

Students who excel in the program will be invited to become Oxnard Fire Department Explorers. This will allow them to participate in ride-alongs and respond to emergency calls for service. There are also explorer drill days and the statewide Fire Explorer Muster competition.

The Oxnard Fire Department is planning to launch the first cohort in January 2024.

STRATEGIC PRIORITIES

This agenda item supports Public Safety strategy. The purpose of the Public Safety strategy is to restore and modernize the delivery of public safety services to provide for the safety of our neighborhoods and health of our community.

FINANCIAL IMPACT

The cost to the Fire Department for the training hours over the five weekends is estimated at \$20,000 in overtime. There is sufficient funding available in the FY2023-24 adopted Fire Department's overtime budget in the General Fund.

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing & Development Committee approved 2-0 on November 14, 2023 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Alexander Hamilton, Fire Chief, Fara Ravan, Administrative Services Support Supervisor

ATTACHMENTS

1. MOA for After-School Fire Tech _ The City of Oxnard Fire Department and Oxnard Union High School District

OXNARD UNION HIGH SCHOOL DISTRICT

OXNARD FIRE DEPARTMENT

Memorandum of Agreement

This Memorandum of Agreement (“Agreement”) is made and entered into effective upon the date signed by the parties: the CITY of Oxnard (“CITY”), a municipal corporation, and Oxnard Union High School District, hereinafter referred to as “OUHSD.”

RECITALS

WHEREAS, OUHSD is preparing students for college, career, and life success;

WHEREAS, OUHSD is committed to providing students with opportunities for career exploration in fire and public safety;

WHEREAS, the City of Oxnard, through the Oxnard Fire Department (“CITY”), supports youth career exploration;

WHEREAS, the CITY aims to promote fire safety awareness and provide career exploration opportunities for students in collaboration with the OUHSD;

WHEREAS, the CITY and OUHSD desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, considering the mutual promises hereinafter set forth, the CITY and OUHSD agree as follows:

I. SCOPE OF SERVICES

- A. The CITY shall provide students up to 60 hours of career exploration opportunities in fire and public safety each school semester through after-school program activities.
- B. CITY shall provide OUHSD with a list of activities/presentation topics students will learn for promotion and marketing purposes.
- C. CITY shall provide OUHSD with an attendance roster verifying the number of hours each student completed in the program. Upon successful completion of 60 semester hours, OUHSD students will receive five career exploration elective credits.
- D. OUHSD will work with CITY to ensure that the parent/guardian of the participating student completes any necessary paperwork required for participation in the program.
- E. CITY will make arrangements with OUHSD for transportation/field trip needs, should activities include field trips to other related work-based learning sites.
- F. No student shall be assigned tasks or duties that a regular CITY employee normally performs.

- G. To the extent permissible by law, CITY shall treat as confidential all information relating to students and all records and information accessed while providing services under this Agreement. Except as required by law or court order, CITY shall not disclose to any third person or entity any confidential or private information regarding a student without the written consent or authorization of that student's parent or legal guardian.

I. COMPENSATION AND PAYMENT

CITY will provide the staff and facility required to carry out each session of the program with no fee to OUHSD or its students.

II. TERM

This Agreement shall be effective from the date signed by both parties and shall continue for a three-year period unless extended by written consent of both Parties.

III. COMPLIANCE WITH LAWS

CITY and OUHSD shall observe and comply with all applicable federal, state, and county laws, regulations, and ordinances.

IV. STATUS OF CONTRACTOR

- A. It is understood and agreed that CITY (including CITY employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CITY-assigned personnel shall not be entitled to any benefits payable to employees of OUHSD. CITY is an independent contractor that provides services to students of OUHSD with no fee to the OUHSD or its students.
- B. Attorneys' Fees: If any action or proceeding arising out of or relating to this Agreement is commenced by either party to this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, reasonable attorneys' fees, costs and expenses incurred in the action or proceeding.
- C. It is understood and agreed by the parties hereto that all personnel employed by CITY shall be entirely and exclusively under the direction, supervision, and control of the CITY. All terms of employment, including schedule, wages, working conditions, discipline, hiring and discharging, or any other terms of employment or requirements of law, shall be determined by CITY.

IV. ASSIGNMENT

Neither party may assign or delegate this Agreement without the prior written consent of the other party.

V. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both parties, and the Agreement and its provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

VI. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between them. If the dispute cannot be resolved by mutual agreement, the parties agree to binding arbitration to settle the dispute prior to any civil litigation, pursuant to the laws of the State of California, once the informal resolution process has been exhausted.

VII. TERMINATION

Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing.

VIII. PRIOR AGREEMENTS

This Agreement constitutes the entire contract and full understanding between CITY and OUHSD regarding the subject matter of this Agreement. Any other agreements, whether oral or written, between CITY and OUHSD regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement. This Agreement is intended to be comprehensive as an integrated agreement containing all of the understandings and contractual obligations of the parties regarding these issues.

IX. EXECUTION IN COUNTERPARTS, ELECTRONIC SIGNATURE

This Agreement may be executed in counterparts such that the signatures may appear on separate pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

Signatures transmitted by facsimile shall be deemed original signatures.

This Agreement may be executed by either or both Parties via electronic signature, which shall have the same force and effect as a wet signature.

X. ADDITIONAL PROVISIONS

The additional provisions attached hereto in Exhibit A and Exhibit B are part of this Agreement and incorporated herein by reference.

XI. NOTICE INFORMATION

A. Any notices to the CITY shall be delivered by mail addressed to:

Oxnard Fire Department
Alexander Hamilton
Fire Chief
360 West Second Street
Oxnard, CA 93030

B. Any notice to OUHSD shall be delivered by mail addressed to:

Oxnard Union High School District
Dr. Tom McCoy, Superintendent
1800 Solar Drive
Oxnard, CA 93030

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as the day and year first written below.

CITY OF OXNARD

By: _____
John C. Zaragoza, Mayor

Date _____

ATTEST:

By: _____
Rose Chaparro, City Clerk

Date _____

APPROVED AS FORM:

By: _____
Stephen M. Fischer, City Attorney

Date _____

OXNARD UNION HIGH SCHOOL DISTRICT

By: _____
Dr. Tom McCoy
Superintendent, Oxnard Union High School District

Date _____

OXNARD UNION HIGH SCHOOL DISTRICT**CITY OF OXNARD****EXHIBIT A****Mutual Indemnification and Coverage Obligations between the Oxnard Union High School District (OUHSD) and Oxnard Fire Department (CITY)**

Indemnification: To the fullest extent allowed by law, OUHSD shall defend, indemnify, and hold harmless CITY and its elected and appointed officials, directors, officers, agents, employees, volunteers, and guests against any claim or demand arising from any actual or alleged act, error, or omission by OUHSD or its elected and appointed officials, directors, officers, agents, employees, volunteers, or guests.

To the fullest extent allowed by law, CITY shall defend, indemnify, and hold harmless OUHSD and its elected and appointed officials, directors, officers, agents, employees, volunteers, and guests against any claim or demand arising from any actual or alleged act, error, or omission by CITY or its directors, officers, agents, employees or guests.

Insurance/Coverage: The insurance or liability coverage shall include, as may be reasonable and appropriate given the acts and activities contemplated by this agreement, commercial general liability, premises liability, automobile liability (owned, not-owned, and hired), professional liability/errors and omissions, employer's liability, product liability, completed operations, and/or educator's legal liability coverage. To the full extent of the Parties' respective indemnity obligations, but only up to the agreed limit of liability set forth below, the Parties' insurance or liability coverage agreements shall also be endorsed to extend "additional insured" or "additional covered party" status to all proposed indemnities.

Limits of Insurance/Coverage: OUHSD and CITY agree to purchase and/or maintain through the duration of this agreement and for a period of no less than one (1) year(s) thereafter, insurance or liability coverage (such as liability coverage provided by a Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations set forth above. Such insurance or liability coverage shall have a limit of liability of no less than \$1,000,000 per claim/occurrence and \$2,000,000 in the aggregate.

Each Party also represents that for the period of this agreement, they will purchase and maintain any insurance or liability coverage as required by law or regulation, including workers' compensation coverage. With respect to such required coverage, each Party shall provide evidence of such coverage by way of a Certificate of Insurance or Certificate of Coverage.

In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses, and potential liability exposures.

OXNARD UNION HIGH SCHOOL DISTRICT

COMMUNITY CLASSROOM NON-PAID STUDENT INTERNSHIP

EXHIBIT B

PROGRAM AGREEMENT

This Program Agreement (the “Agreement”) is made and entered into on September 12, 2023 by and between Oxnard Union High School District (hereinafter referred to as “Local Educational Agency” or “LEA”) and the City of Oxnard through the Oxnard Fire Department (hereinafter referred to as “Business Partner”).

Oxnard Fire Department

Business Partner

Oxnard Union High School District

School

Kevin Todd / Alex Hamilton

Business Partner Liaison Name

Teresa Telles / Monica Phillippe

School Contact Name

805-385-7700/805-513-3012

Telephone Number

805-487-7582/805-278-1607

Telephone Number

kevin.todd@oxnard.org/alexander.hamilton@oxnard.org

E-mail Address

teresa.telles@oxnardunion/monica.phillippe@oxnardunion.org

E-mail Address

360 W. Second St.

Street Address

1800 Solar Drive

Street Address

Oxnard, CA 93030

CITY, State, Zip code

Oxnard, CA 93030

CITY, State, Zip code

PROGRAM

Utilize the facilities and equipment of a public agency or private business to provide students the opportunity to expand competencies developed in a career technical course in unpaid on-the-job experiences. Competencies to be taught are found on Attachment 1, Competencies, attached hereto and incorporated by this reference.

2023-24

School Year

September 12, 2023

Beginning Date of Program

Continue Annually, per MOU

Ending Date of Program

60 hours per semester

Hour(s) of Program

360W.Oxnard, CA 93030

Business Partner Location

SecondStreet,Fire Station 1

Business Partner Department

CONDITIONS. Business Partner will have no obligation to provide the program until LEA returns a signed copy of this Agreement.

NATURE OF RELATIONSHIP. The LEA and Business Partner agree the relationship created by this Agreement is that of independent parties. In performing the program, the LEA and Business Partner shall be, and at all times are, independent and not partners, joint venturers, agents, or employees of the other party, and nothing contained herein shall be construed to be inconsistent with this relationship or status.

TERMINATION OR AMENDMENT. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

COMPLIANCE WITH LAWS. Business Partner hereby agrees that Business Partner, officers, agents,

employees, shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to, minimum wages laws and/or prohibitions against discrimination.

All statutes and regulations applicable to minors in employment relationships apply to community classroom internship programs.

Compliance with laws includes California Code of Regulations Title 8, Section 3203, Injury and Illness Prevention Program, Section 3205, COVID-19 Prevention Program, and all other applicable safety and health regulations.

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY. Business Partner represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

GOVERNING LAW AND VENUES. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

DISPUTE RESOLUTION

All matters pertaining to this Agreement shall be discussed by the two (2) Contacts listed above. The discussion will be a collaborative effort to resolve any dispute that has arisen.

If the collaborative discussion fails to reach a conclusion, the parties agree that they will submit the matter to a mutually agreed upon mediator. Notwithstanding the next section, Attorneys' Fees, the cost of the mediator shall be borne equally by the parties.

ATTORNEYS FEES. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection with such actions or proceeding.

INDEMNIFICATION.

Business Partner agrees to defend, indemnify, and hold harmless LEA, its officers, agents, employees, volunteers and/or students from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Business Partner or those of any of its officers, agents, employees, or student teacher(s) or intern(s) of the Business Partner, whether such act or omission is authorized by this Agreement or not. The provisions of this indemnification do not apply to any damage or losses caused solely by the negligence of the LEA or any of its officers, agents, employees, volunteers and/or students.

LEA agrees to defend, indemnify, and hold harmless Business Partner, its officers, directors, agents, and/or employees, from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of the LEA or those of any of its officers, agents, employees, volunteers and/or students of the LEA, whether such act or omission is authorized by this Agreement or not. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the Business Partner or any of its officers, agents, employees, volunteers and/or students.

This Indemnification shall survive the closing or termination of this agreement.

INSURANCE.

1. LEA shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate

LEA shall procure and maintain, during the term of this Agreement, Workers' Compensation insurance, or self-insurance, as required by California law, on all of its student interns engaged in non-paid work related to the performance of this Agreement. LEA shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

2. Business Partner, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:
 - a. Commercial General Liability Insurance. Business Partner shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate.
Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.
 - b. Other Coverages as Dictated by the LEA. Business Partner shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - c. Certificates of Insurance. Business Partner shall provide certificates of insurance to LEA as evidence of insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the LEA. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the LEA on or before the commencement of the services under this agreement.
 - d. Business Partner's Commercial General Liability insurance and Abuse and Molestation coverage shall name the LEA, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the LEA.
 1. General Liability: CG 20 26 10 01
 - e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the LEA.
 - f. Insurance written on a "claims made" basis is to be renewed by the Business Partner and all Business Partner subcontractors for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Business Partner for all claims made.
 - g. Failure to Procure Insurance. Failure on the part of the Business Partner, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the LEA may immediately terminate this Agreement.

NATURE OF AGREEMENT. This Agreement constitutes a binding expression of the understanding of the parties with respect to the Lease Agreement and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

SEVERABILITY. It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.

AUTHORITY. Business Partner represents and warrants that Business Partner has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

COUNTERPART EXECUTION: ELECTRONIC DELIVERY. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

ACKNOWLEDGEMENT AND AGREEMENT

I have read this agreement and agree to its terms.

_____ Business Partner Administrator	_____ Signature	_____ Date
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SITE AGREEMENT

_____ Site Administrator	_____ Signature	_____ Date
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LOCAL EDUCATIONAL AGENCY APPROVAL

_____ LEA Administrator	_____ Signature	_____ Date
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CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.6

DATE: December 5, 2023

TO: City Council

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

SUBJECT: Adoption of Ordinance Nos. 3034, 3035, 3036, 3037, 3038, 3039, and 3040 - Planning & Zoning (PZ) Permit No. 23-580-03 (Zoning Text Amendments) - Implementation of the City's Adopted Amended 6th Cycle 2021-2029 Housing Element

RECOMMENDATION

That the City Council adopt the following Ordinances amending Chapter 16 of the Oxnard City Code (OCC) to implement the Adopted Amended 6th Cycle of the 2021-2029 Housing Element and find that the adoption of the Ordinances are exempt from review under the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) and (3) and 15061(b)(3) of the CEQA Guidelines:

1. Ordinance No. 3034 - 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
2. Ordinance No. 3035 - An Ordinance of the City Council of the City of Oxnard amending the City's Density Bonus Ordinance in OCC Section 16-410; and
3. Ordinance No. 3036 - 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
4. Ordinance No. 3037 - 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
5. Ordinance No. 3038 - An Ordinance of the City Council of the City of Oxnard amending Reasonable Accommodation requirements in OCC Section 16-501.5; and
6. Ordinance No. 3039 - 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 amendments; and
7. Ordinance No. 3040 - An Ordinance of the City Council of the City of Oxnard amending the Attached Dwelling Unit standards in OCC Section 16-360.

(This item originated from a Public Hearing at the November 7, 2023 City Council meeting and was previously heard by the Planning Commission, therefore this item did not originate in Committee.)

BACKGROUND

Following a public hearing at the November 7, 2023 City Council meeting, the Council introduced Ordinance Nos. 3034, 3035, 3036, 3037, 3038, 3039, and 3040 with a vote of 7-0 for first reading by title only, waiving further reading. If adopted by City Council on December 5, 2023, the ordinances will take effect thirty days thereafter.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

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

COMMITTEE OUTCOME

This item originated from a Public Hearing at the November 7, 2023 City Council meeting and was previously heard by the Planning Commission, therefore this item did not originate in Committee

Prepared by: Joe Pearson II, AICP, Planning & Environmental Services Manager

ATTACHMENTS

1. November 7, 2023 City Council Staff Report (w_o attachments)
2. Ordinance No. 3034 - Accessory Dwelling Units
3. Ordinance No. 3035 - Density Bonus
4. Ordinance No. 3036 - Emergency Shelter Standards
5. Ordinance No. 3037 - Streamline, Farmworker Housing, Supportive Housing, Low-Barrier Navigation Center, SRO and Residential Care facilities
6. Ordinance No. 3038 - Reasonable Accommodation
7. Ordinance No. 3039 - DDR, SUP Expiration and Major and Minor Modification to SUP
8. Ordinance No. 3040 - Attached Dwelling Unit standards



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/FMGfBtJyeg>

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 Accessory 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 - <u>1 space for every 4 beds.</u>
City of San Buenaventura, CA	Group residential use types - <u>one and one-half off-street parking spaces for each sleeping room.</u> 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) - <u>1 space per each sleeping room</u> (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, <u>1 space per 3 beds.</u>
Goleta, CA	Group Residential - <u>1 space per 4 beds,</u> plus 1 for every 10 units.
Sonoma Co, CA	Farmworker group quarters - <u>one space per four persons housed.</u>
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 <u>one off-street parking space for every three beds,</u> 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) - <u>1 parking space per unit, 1 bicycle space per 8 units</u> (enclosed garages/storage lockers are acceptable).
City of San Buenaventura, CA	Downtown Specific Plan only, <u>No parking spaces</u> are required for single room occupancy units.
Santa Paula, CA	Roominghouses, boarding houses, dormitories, SROs, farmworker housing/migrant farmworker housing (group quarters) - <u>1 space per each sleeping room</u> (100 sf of floor area will be considered a sleeping room).
Thousand Oaks, CA	Dormitories or clubs with sleeping facilities - <u>1 for each sleeping room</u> ; in case of dormitories, 100 square feet of floor area with sleeping facilities shall be considered a sleeping room.
Goleta, CA	SRO - <u>1 space per 2 units</u> .
City of Santa Barbara	Fraternities, sororities, dormitories and boarding and lodging houses - <u>1 space per 4 beds</u> and 1 space per 2 employees.
Pasadena, CA	SRO affordable = <u>1 space per 4 units</u> ; 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	<u>One parking space for each SRO unit</u> , one parking space for the on-site manager where required, and one parking space for each additional employee.
Mt. Shasta, CA	SRO - <u>one space per three rooming units</u> 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 2
ACCESSORY DWELLING UNIT STANDARDS

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 3034

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.

<i>Uses</i>	<i>Minimum Off-Street Parking Requirements</i>	<i>Notes</i>
Residential:		
<i>Detached single-family units:</i>		
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.

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. 3034 was first read on November 7, 2023, and finally adopted on December 5, 2023, to become effective thirty (30) days thereafter.

SIGNATURES ON FOLLOWING PAGE

PASSED AND ADOPTED this 5th day of December 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

John Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

ATTACHMENT 3
DENSITY BONUS

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 3035

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

16-410A.1. Purpose

16-410B.2. Definitions

16-410C.3. Eligibility for density bonuses and incentives

16-410D.4. Fees

16-410E.5. Application required

16-410F.6. Content of application

16-410G.7. Effect of proposal for waiver or reduction of development standards

16-410H.8. Density bonus allowance for housing development with affordable housing component

16-410I.9. Density bonus for housing development with affordable housing component and child care facility

16-410J.10. Density bonus for senior citizen housing development

16-410K.11. Density bonus for land donation

16-410L.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))

(~~E~~ D) AFFORDABLE HOUSING DEVELOPER - The applicant or permittee of a qualified housing development and its assignees or successors in interest.

(~~E~~ E) AFFORDABLE RENT - The definition set forth in Cal. Health and Safety Code, Section 50053(~~b~~). (Cal. Gov't Code, Section 65915(c)(1))

(EF) 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)(1)-(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))

(FG) APPROVAL AUTHORITY - The person or body within the eCity 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.

(~~GH~~) 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.

(~~H~~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 eCity 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 16-410.1~~ 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)(1-2)).

(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.

~~(NR)~~ 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.

~~(OT)~~ 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))

~~(PU)~~ INCENTIVE - "Incentives and concessions" as that phrase is used in Cal. Gov't Code, Section 65915(k).

~~(QV)~~ MARKET-RATE UNIT - A dwelling unit that is not an affordable unit.

~~(RW)~~ 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)~~)

~~(SX)~~ 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)).

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

(HAA) QUALIFIED HOUSING DEVELOPMENT - A housing development that meets the requirements of sSection 16-410.3 for density bonus.

(VBB) QUALIFIED LAND - Land offered for donation in accordance with sSection 16-410.11 that meets the criteria set forth in sSection 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.

~~(WDD)~~ 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))

~~(XEE)~~ 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))

~~(YFF)~~ 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))

~~(ZGG)~~ TOTAL UNITS AND TOTAL DWELLING UNITS - Consistent with Cal. Gov't Code Section 65915(o)(8), 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))~~

~~(AAHH)~~ ZONING ORDINANCE - Chapter 16 and 17 of the City of Oxnard Municipal Code.

(Ord. No. 2912; 3002)

SEC. 16-410E.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 ~~§~~Section 16-410.8 and ~~§~~Section (A);

~~(B) Housing developments which include a minimum affordable housing component and a childcare facility (section 16-410);~~

~~—(C) Senior citizen housing developments as identified in Cal. Gov't Code, Section 65915(b)(1)(C) and pursuant to §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~~ 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 ~~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 ~~e~~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 ~~e~~City ~~e~~Council.

(Ord. No. 2912)

SEC. 16-410~~E~~.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)(I))

(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 ~~e~~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)(I));

(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 ~~e~~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 ~~e~~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 ~~e~~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. 16-410G.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 ~~e~~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. 16-410J.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. 16-410K.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. 16-410L.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 ~~e~~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. 16-410M.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 16-410.13. - INCENTIVE ALLOWANCES FOR QUALIFIED HOUSING DEVELOPMENTS

<i>Income Category</i>	<i>Minimum % of Affordable Units</i>			
Very low income	5%	10%	15%	<u>100%</u>
Low income	10%	20% <u>17%</u>	30% <u>24%</u>	<u>100%*</u>
Common interest <u>For-Sale</u> development (moderate income)	10%	20%	30%	<u>NA</u>
Incentives allowed	1	2	3	<u>4</u>
*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.				

SEC. 16-410N.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 ~~e~~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 ~~e~~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 ~~e~~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 ~~e~~City shall deny applications for incentives and/or density bonuses if the ~~e~~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. 16-410O.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 ~~e~~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 eCity 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 eCity 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. 16-410P.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) Notwithstanding 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) Notwithstanding 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) Notwithstanding 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) Notwithstanding 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 ~~§~~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 16-410.11 (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 eCity or an independent consultant has conducted an area-wide or jurisdiction-wide parking study in the last seven years, then the eCity may impose a higher vehicular parking ratio not to exceed the ratio described in sSection ~~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 eCity shall pay the costs of any new study. The eCity 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. 16-410Q.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 eCity.

(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 sSection 16-410.3 are met;

(b) For incentive requests, that the requirements of sSection 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 sSection 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 sSection 16-410.17(A), including any proposed development standard(s) modifications or waivers pursuant to sSection 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 sSection 16-410.19 for ensuring affordability.

(6) If a density bonus is requested for a qualified land donation pursuant to sSection 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 sSection 16-410.11 has been met.

(7) If an additional density bonus or incentive is requested for a childcare facility pursuant to sSection 16-410.9 and/or sSection 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 sSection 16-410.9 and/or sSection 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 ~~s~~Section 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 ~~s~~Section 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 eCity 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 eCity 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 eCity. 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 eCity upon approval of the agreements by the eCity ~~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 eCity 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 eCity 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—~~

~~(1a)~~ 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 eCity ensuring that:

~~(aj)~~ 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.

~~(bii)~~ The units are offered at an affordable housing cost as defined in Section 16-410.2. (Cal. Gov't Code, Section 65915(c)(2))

~~(2b)~~ The ~~affordable housing developer of qualified housing development based upon a moderate income minimum affordable component~~ initial eligible buyer of an affordable unit offered for sale shall enter into an equity sharing agreement ~~for a common interest development~~ with the eCity (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 eCity 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 eCity shall recapture any initial subsidy, as defined in division ~~(E-B)(2)(b)(ii)~~ below, and its proportionate share of appreciation, as defined in division ~~(E-B)(2)(eb)(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 eCity'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 eCity's proportionate share of appreciation shall be equal to the ratio of the eCity'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~~F~~.20. DENSITY BONUS OR INCENTIVE FOR CONDOMINIUM CONVERSION PROJECTS.

(A) The eCity 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 eCity 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 eCity 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 sSection 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 eCity to determine if the requirements of sSection 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 sSection 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 sSection 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 sSection 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 sSection 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 eCity to approve a proposal to convert apartments to condominiums. (Cal. Gov't Code, Section 65915.5(e))

(Ord. No. 2912)

SEC. 16-410~~0~~.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 eCity. This provision applies throughout the restricted time periods pursuant to sSection 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 eCity may perform an audit to determine compliance with this Division 7A and the terms of any agreement or restriction.

(C) Enforcement - The eCity 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 eCity 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 eCity from seeking any other remedy or relief to which it otherwise would be entitled under law or equity.

(Ord. No. 2912)

SEC. 16-410V.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. 3035 was first read on November 7, 2023, and finally adopted on December 5, 2023, to become effective thirty (30) days thereafter.

SIGNATURES ON FOLLOWING PAGE

PASSED AND ADOPTED this 5th day of December 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

John Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

ATTACHMENT 4
EMERGENCY SHELTER STANDARDS

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 3036

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.

<i>Uses</i>	<i>Minimum Off-Street Parking Requirements</i>	<i>Notes</i>
Residential:		
<u>Special Housing:</u>		
<u>Emergency Shelter, permanent or Low-Barrier Navigation Center</u>	<u>One off-street space for the on-site manager.</u>	<u>See Section 16-504</u>

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. 3036 was first read on November 7, 2023, and finally adopted on December 5, 2023, to become effective thirty (30) days thereafter.

SIGNATURES ON FOLLOWING PAGE

PASSED AND ADOPTED this 5th day of December 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

John Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

ATTACHMENT 5

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. 3037

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.

<i>Residential Land Use Matrix</i>						
Key: Blank: Not Allowed X: Prohibited Use						
P: Permitted Use SPR: Site Plan Review						
SUP: Special Use Permit DDR: Development Design Review Permit **						
<i>Land Use</i>	<i>Zone District</i>					
	<i>R-1</i>	<i>R-2</i>	<i>R-3</i>	<i>R-4</i>	<i>MH-PD</i>	<i>Notes</i>
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	<u>SUP</u>	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	<u>SUP</u>	SUP	SUP	SUP	<u>SUP</u>	
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	<u>SUP</u>	SUP	SUP	SUP	<u>SUP</u>	
Public utility structure	SUP	SUP	SUP	SUP	<u>SUP</u>	
Residential care facilities serving no more than 6 persons	P	P	P	P	P	
<u>Residential care facilities serving 7 or more persons</u>		<u>DDR</u>	<u>DDR</u>	<u>DDR</u>		
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
<u>Single Room Occupancy (SRO)</u>				<u>SUP</u>		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	<u>SPR</u>	<u>SPR</u>	<u>SPR</u>		
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 metallic 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.

<i>Commercial Land Use Matrix</i>				
Key: Blank: Not Allowed X: Prohibited Use P: Permitted Use SPR: Site Plan Review** SUP: Special Use Permit DDR: Development Design Review Permit **				
<i>Land Use</i>	<i>Zone District</i>			
	<i>C-O</i>	<i>C-1¹</i>	<i>C-2²</i>	<i>Notes</i>
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-1¹	C-2²	Notes
with one or more legal primary dwelling structures				
Accessory signs as permitted herein. No freestanding sign shall be permitted	<u>P</u>	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	<u>P</u>	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-1¹	C-2²	Notes
Churches	SUP		SUP	Refer to section 16-162 (B)
Cleaning and pressing establishment using nonflammable 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-1¹	C-2²	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	<u>P</u>	<u>P</u>	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	<u>P</u>	<u>P</u>	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-1¹	C-2²	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-1¹	C-2²	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	<u>SUP</u>	<u>SUP</u>	SUP	
Public parking area			P	
Public schools, elementary, junior high, high school, colleges	<u>SUP</u>	<u>SUP</u>	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-1¹	C-2²	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	
<u>Single Room Occupancy</u> ³			<u>SUP</u>	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-1¹	C-2²	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-1¹	C-2²	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-1 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				
<u>Assisted Living, Residential Care Facility < 6 persons</u>	<u>P</u>	<u>P</u>	---	---
<u>Assisted Living, Residential Care Facility > 6 persons</u>	<u>P</u>	<u>P</u>	<u>p²</u>	<u>p²</u>
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
<u>Farmworker employee housing < 6 persons</u>	<u>P</u>	<u>P</u>	---	---
<u>Low-Barrier Navigation Center</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>Single Room Occupancy</u>	---	---	<u>C</u>	---
<u>Supportive Housing and Transitional Housing</u>	<u>P</u>	<u>P</u>	<u>p²</u>	<u>p²</u>
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
<u>Farmworker employee housing < 12 units or 36 beds</u>	---	<u>P</u>	<u>P</u>	<u>P</u>
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.

<i>Uses</i>	<i>Minimum Off-Street Parking Requirements</i>	<i>Notes</i>
Residential:		
<u>Senior Citizen Housing Development:</u>		
<u>Independent Living for senior citizens as defined in Cal. Civil Code 51.11</u>	<u>One space per unit,</u> <u>One visitor space per 5 units, and</u> <u>One space for each employee on-site at peak staffing</u>	
<u>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</u>	<u>0.5 space for each unit,</u> <u>One visitor space per 5 units,</u> <u>One space for each employee on-site at peak staffing, and</u> <u>One shuttle van parking space</u>	
<u>Small residential health or care facility, board and care home with serving up to six persons</u>	<u>See applicable parking requirement for single-family or multifamily residence</u>	
<u>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</u>	<u>One space for every two units plus one shuttle van parking space.</u> <u>One visitor space per 5 units,</u> <u>One space for each employee on-site at peak staffing, and</u> <u>One shuttle van parking space</u>	

<u>Congregate living health facility, Convalescent home, Nursing homes, Memory Care, or skilled nursing facilities</u>	One <u>visitor</u> space per three <u>ten</u> 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. <u>One space for each employee on-site at peak staffing, and One shuttle van parking space</u>	
<i>Special Housing:</i>		
<u>Emergency Shelter, permanent or Low-Barrier Navigation Center</u>	One off-street space for the on-site manager	<u>See Section 16-504</u>
Group quarters style facility	One off-street space for every four <u>six</u> 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	
<u>Single-Room Occupancy</u>	<u>One off-street space per two units and one easily accessible long-term bicycle storage space per unit.</u> <u>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;</u> <u>See Senior Citizen Housing Development parking requirements for projects that allow only senior citizens as defined in Cal. Civil Code Section 51.3.</u>	<u>See Section 16-441</u> <u>Refer to Oxnard Bicycle & Pedestrian Facilities Master Plan for long-term bicycle storage</u>
<u>Supportive Housing or Transitional Housing</u>	<u>See applicable parking requirement for single-family or multifamily residence</u>	

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. 3037 was first read on November 7, 2023, and finally adopted on December 5, 2023, to become effective thirty (30) days thereafter.

SIGNATURES ON FOLLOWING PAGE

PASSED AND ADOPTED this 5th day of December 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

John Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

ATTACHMENT 6
REASONABLE ACCOMMODATION

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 3038

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. 3038 was first read on November 7, 2023, and finally adopted on December 5, 2023, to become effective thirty (30) days thereafter.

SIGNATURES ON FOLLOWING PAGE

PASSED AND ADOPTED this 5th day of December 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

John Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

ATTACHMENT 7
**DEVELOPMENT DESIGN REVIEW, SPECIAL USE PERMIT EXPIRATIONS, MAJOR AND
MINOR MODIFICATIONS**

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 3039

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 will 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)~~ (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.

~~(E D)~~ (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)~~ (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)~~ (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. 3039 was first read on November 7, 2023, and finally adopted on December 5, 2023, to become effective thirty (30) days thereafter.

SIGNATURES ON FOLLOWING PAGE

PASSED AND ADOPTED this 5th day of December 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

John Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

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 will 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 requirements 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)-(H)~~ 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 facade 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 primary 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 "eyes 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. 3040 was first read on November 7, 2023, and finally adopted on December 5, 2023, to become effective thirty (30) days thereafter.

SIGNATURES ON FOLLOWING PAGE

PASSED AND ADOPTED this 5th day of December 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

John Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



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

DATE: December 5, 2023

TO: City Council

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

SUBJECT: Public Project Agreement 32400255 with J.R. Filanc Construction Company, Inc for Secondary Sedimentation Tank Mechanical Equipment Replacement at the Oxnard Wastewater Treatment Plant (OWTP), Specification No. PW 23-112.

RECOMMENDATION

That the City Council approve and authorize:

1. A total of \$948,477 in project funds for Secondary Sedimentation Tank Mechanical Equipment Replacement at the OWTP, Specification No. PW 23-112;
2. The Mayor to Execute an Agreement with J.R. Filanc Construction Company, Inc (Filanc) in the amount of \$790,397 for the Project;
3. A Project contingency amount of \$79,040 (10%) with Filanc for a total not to exceed value of \$869,437 for the Project;
4. A Project allocation amount of \$79,040 (10%) for engineering, inspection, survey and project management for the Project; and
5. Budget appropriations of \$948,477 from the available fund balance in the Wastewater Operating Fund (611) and the corresponding appropriation and revenue transfer in the Wastewater Capital Fund (612) for use of this Project.

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

BACKGROUND

The Oxnard Wastewater Treatment Plant (OTWP) contains 18 Secondary Sedimentation Tanks (SST). Constructed in 1988 and identified in the 2016 Public Works Integrated Master Plan, the mechanical equipment for the SSTs has reached the end of its useful life. Due to redundancy in the system and the large amount of construction at the OWTP, the Secondary Sedimentation Tank Mechanical Equipment Replacement at the OWTP ("Project") takes a phased approach. Subsequent projects will occur on an annual basis, allowing continued operation and avoiding failure of equipment across all of the SSTs over a short period of time.

Capital Improvement Program (CIP) Reference:

Project No. **C2402**– Secondary Sedimentation Tank Mechanical Equipment Replacement at the OWTP, PW 23-112 - CIP 2022-2027 - Council approved May 2, 2023 – mid-cycle CIP update.

DISCUSSION

The specific work for this Project includes furnishing all necessary labor, materials, equipment and other incidental and appurtenant Work to rehabilitate two of the eighteen SSTs.

The work is tentatively scheduled to begin in January 2024 and continue into June 2024 (100 working days), absent any delays for supply chain issues, unforeseen site conditions or inclement weather. Engineering staff will work closely with the OWTP staff to keep them informed of the schedule.

The notice inviting formal bids (NIFB) on the Project was published on September 7, 2023, and all bids were due and opened on October 10, 2023. The City received four bids. Two of the bids were rejected as non-responsive to the call for bids. The responsive bids received are as follows:

J.R. FILANC CONSTRUCTION COMPANY, INC.:	\$790,397
KIEWIT INFRASTRUCTURE WEST CO.	\$1,137,000

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

In addition to the project award amount of \$790,397, staff recommends authorizing \$158,080 for the project, which includes \$79,040 for project contingency (10% of the contract costs) and \$79,040 for the cost of engineering services and City staff (10% of the contract cost). Engineering services include the following activities during construction: engineering, inspection, survey and project management. These recommendations bring the total estimated cost of the project to \$948,477.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for this Project shall not exceed \$948,477 which includes the construction agreement, contingency and project allocation. The Secondary Sedimentation Tank Mechanical Equipment Replacement at the OWTP Project (No. C2402) was approved by Council on May 2, 2023 during a midyear CIP update report. Staff is requesting to appropriate \$948,477 from the available fund balance in the Wastewater Operating Fund (611) [and the corresponding appropriation and transfer into the Wastewater Capital Fund (612)] to fund this project.

For Finance Use Only: Wastewater Operating Fund (Org. 6111001 Obj. 59800) Wastewater Capital Fund (Org. 6123610 Obj. 49300 & 56050)

COMMITTEE OUTCOME

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

Prepared by: Timothy Beaman, Supervising Civil Engineer

ATTACHMENTS

1. Agreement 32400255 JD FILANC CONST CO INC PW 23-112

CONTRACT

CITY OF OXNARD CONTRACT FOR SECONDARY SEDIMENTATION TANK MECHANICAL EQUIPMENT REPLACEMENT AT THE OWTP, SPECIFICATION NO. PW 23-112

THIS CONTRACT ("Contract") is made and entered this 5th day of December, 2023 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and J.R. FILANC CONSTRUCTION COMPANY, INC. ("Contractor"). Contractor's license number is 134877.

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

1. Incorporation. The Contract consists of all Contract Documents, which shall include the Notice Inviting Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, Standard Plans, Greenbook, Reference Specifications, Bid (including documentation accompanying the Bid and post-Bid documentation submitted before the notice of award), insurance documentation, Bonds, the City business license, permits from regulatory agencies, Addenda, Change Orders and Supplemental Agreements. These documents are incorporated herein by reference.
2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Secondary Sedimentation Tank Mechanical Equipment Replacement At The OWTP, Specification No. PW 23-112 ("Project"), as described in this Contract and in the incorporated Contract Documents.
3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of Seven Hundred Ninety Thousand, Three Hundred Ninety-Seven Dollars (\$790,397) in accordance with the prices as submitted in the Bid, attached hereto as Exhibit "A" and incorporated herein by this reference.
4. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.
5. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply. Copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.
6. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance

in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.”

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

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

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

10. Amendment. No Contract modification, amendment or supplement to this Contract other than Change Orders will be binding unless written and signed by the parties’ duly authorized representatives.

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

[signatures on following page]

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

CITY OF OXNARD

J.R. FILANC CONSTRUCTION COMPANY, INC.

☒ John C. Zaragoza, Mayor¹ _____ Date
☐ Purchasing Manager

Omar Rodea, President ² _____ Date

ATTEST:

Christine Moore, _____ Date
C.F.O./Secretary

Rose Chaparro, City _____ Date
Clerk (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 sign any formally bid public project agreement over \$200,000. The Mayor may authorize and sign any informally bid public project agreement over \$100,000 but up to \$200,000. The Purchasing Manager may authorize and sign any informally bid public project agreement up to \$100,000.

² The City requires the following for any contract:

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

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

EXHIBIT A

CITY OF OXNARD
BID SHEETS FOR SECONDARY SEDIMENTATION TANK MECHANICAL EQUIPMENT
REPLACEMENT AT THE OWTP, SPECIFICATION NO. PW 23-112

Bidder's Company Name: J.R. Filanc Construction Company, Inc.

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the City Engineer at the following prices:

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1.	Mobilization and Demobilization (5% maximum of Total Bid Price)	Lump Sum	LS	\$ 35,000.	\$ 35,000.
2.	Secondary Sedimentation Tanks Cleaning	Each	2	\$ 3,929.	\$ 7,858.
3.	Secondary Sedimentation Tanks Equipment Replacement	Each	2	\$ 360,428. \$ 360,428.	\$ 720,856.
4.	Secondary Sedimentation Tanks Structural Rehabilitation - Vertical Concrete Surface Spall Repair	SF	10	\$ 269.70 \$ 269.70	\$ 2,697.
5.	Secondary Sedimentation Tanks Expansion Joints Repair	LF	420	\$ 18.57	\$ 7,799.
6.	Secondary Sedimentation Tanks Concrete Surface Spall Repair (Flat and Vertical) at Equipment Replacement Locations	SF	40	\$ 269.78	\$ 10,791.
7.	Secondary Sedimentation Tanks Wall Concrete Crack Repair and Epoxy Injection at Equipment Replacement Locations	LF	10	\$ 539.55	\$ 5,396.
TOTAL BID PRICE:				\$ 790,397.	

Note: Several items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Greenbook Section 7-3.5.1. Regardless of total actual volume compared to estimated quantities, the unit prices provided above shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation. The cost of all labor, materials, export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BID PRICE IN DIGITS: \$ 790,397.

TOTAL BID PRICE IN WORDS: Seven Hundred Ninety Thousand Three Hundred Ninety Seven dollars

Contractor must complete all Work within one hundred (100) Working Days of the City's Notice to Proceed.

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	<u>9/22/2023</u>	#03	<u>10/4/2023</u>
#02	<u>9/28/2023</u>	#04	

Bidder's Company Name: J.R. Filanc Construction Company, Inc.

Signature: [Signature]

Print: Robert Zaiser

Signature: [Signature]

Print: David J. Kiess

Title: Vice President

Date: Sept. 20, 2023

Title: Asst. Secretary

Date: Sept. 20, 2023

Exhibit INS-G

INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS (WITHOUT BUILDER'S RISK REQUIREMENT)

1. Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.
 - a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$2,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;
 - b. Business Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"
 - c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000 **per claim and in the aggregate**, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance **may** be project specific with at least a one year extended reporting period, or longer upon request.
 - d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.
2. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-G. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org.
3. Contractor agrees that all insurance coverages shall be provided by a California admitted **or authorized** insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.
4. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-G or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**
5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. Any ~~deductibles or~~ self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such ~~deductibles or~~ self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
7. All insurance standards applicable to Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-G.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.

CODESUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY

LETTER **ASPECIFY COMPANY NAMES IN THIS SPACE**

COMPANY

LETTER **B****COVERAGES**

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$2,000,000 PRODUCTS COMP/OP AGG. \$2,000,000 PERSONAL & ADV. INJURY \$2,000,000 EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract				Minimum coverage \$1,000,000 Each consultant/ & 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☐ 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 _____

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the aCity@)						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 SAMPLE			☐ 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 ☐ FIRE DAMAGE ☐ _____ ☐ _____					CLAIMS: Underwriter=s representative for claims pursuant to this insurance. Name: _____ Address: _____ _____ Telephone: (_____) _____		
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows: 1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insureds scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSUREDS DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, occurrence form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.							
ENDORSEMENT HOLDER							
CITY OF OXNARD % 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 ACity@)		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
Telephone:		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)	
NAMED INSURED		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS	
SAMPLE			
TYPE OF INSURANCE		OTHER PROVISIONS	
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER			
LIMIT OF LIABILITY		CLAIMS: Underwriters representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____	
\$ _____ per accident, for bodily injury and property 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, 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 INSUREDS 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, Aoccurrence" form CA0001, code (Any auto@); or (b) If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).			
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD % 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 _____	

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to

J.R. FILANC CONSTRUCTION COMPANY, INC., 740 N Andreasen Drive, Escondido, CA 92029
("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as Secondary Sedimentation Tank Mechanical Equipment Replacement At The OWTP, Specification No. PW 23-112.

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of any Work, to file a good and sufficient Payment Bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____
("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and our heirs, assignees, successors, executors and administrators are held and firmly bound, jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of Seven Hundred Ninety Thousand, Three Hundred Ninety-Seven Dollars (\$790,397), this amount being not less than one hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor

Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

J.R. Filanc Construction Company, Inc.
740 N. Andreasen Drive
Escondido, CA 92029

By: _____
Signature, Omar Rodea, President

By: _____
Signature, Christine Moore, CFO/Secretary

“Surety”

By: _____

Its: _____

By: _____

Its: _____

(Seal)

(Seal)

Notes: This Bond must be executed in duplicate and dated, all Surety signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to J.R. FILANC CONSTRUCTION COMPANY, INC., 740 N Andreasen Drive, Escondido, CA 92029 ("Principal"), a contract (the "Contract") for the Work described as Secondary Sedimentation Tank Mechanical Equipment Replacement At The OWTP, Specification No. PW 23-112.

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of Seven Hundred Ninety Thousand, Three Hundred Ninety-Seven Dollars (\$790,397), this amount being not less than one hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assignees, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void one (1) year from the date of recordation of the Notice of Completion for the Project; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

J.R. Filanc Construction Company, Inc.
740 N. Andreasen Drive
Escondido, CA 92029

By: _____
Signature, Omar Rodea, President

By: _____
Signature, Christine Moore, CFO/Secretary

“Surety”

By: _____

Its: _____

By: _____

Its: _____

(Seal)

(Seal)

Notes: This Bond must be executed in duplicate and dated, all Surety signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State of California.



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.8

DATE: December 5, 2023
TO: City Council
FROM: Alexander Nguyen, City Manager, (805) 385-7430, alexander.nguyen@oxnard.org
SUBJECT: Appointment of Councilwoman Gabriela Basua to Regional Defense Partnership for the 21st Century (RDP-21).

RECOMMENDATION

That the Mayor, with the approval of the City Council, appoint Councilwoman Gabriela Basua to the Regional Defense Partnership for the 21st Century (RDP-21).

(This item did not originate in Committee.)

BACKGROUND

On December 20, 2022, Councilmember Gabriel Teran was appointed as the City of Oxnard representative to RDP-21. The RDP-21 Board meetings are held the first Thursday of each month beginning at 7:30 a.m. in the Pacific Conference Room in the Hall of Justice at the Ventura County Government Center, 800 South Victoria Avenue, Ventura, CA. Board members receive no compensation for service on RDP-21.

Councilmember Teran has requested to be replaced as the member to RDP-21 by Councilwoman Basua effective immediately. The next regular meeting for RDP-21 is scheduled for December 7, 2023.

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: Luly Lopez, Executive Assistant I

ATTACHMENTS

None



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. M.1

DATE: December 5, 2023

TO: City Council

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

SUBJECT: Acquisition of Real Property located at 131 East Seventh Street and Disposition of Real Property located at 418 West Fourth Street in Downtown Oxnard. (10 minutes)

RECOMMENDATION

That the City Council:

1. Find that the recommended actions do not constitute a “project” subject to the California Environmental Quality Act pursuant to Section 21065 of CEQA and Sections 15004(b)(4) and 15378 of the State CEQA Guidelines and, as such, no environmental document pursuant to CEQA is required;
2. Approved the disposition of improved real property located at 418 West Fourth Street in the amount of \$400,000 for a future private use;
3. Approve the acquisition of unimproved real property located at 131 East Seventh Street in the amount of \$430,000 for the future development of affordable housing;
4. Approve and authorize a budget appropriation of \$30,000 from the Housing In Lieu Fees Fund (Fund 360-Subfund 7050) available fund balance and authorize an exchange of value for completion of the two transactions;
5. Approve and authorize a budget appropriation of \$75,000 from the Housing In Lieu Fees Fund (Fund 360-Subfund 7050) available fund balance for necessary transaction and future maintenance costs; and
6. Authorize the City Manager or his designee to execute any and all documents necessary to facilitate these transactions.

(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/EmzgpuhC2hA>

BACKGROUND

The Oxnard City Council declared certain real property located at 418 West Fourth Street in downtown Oxnard, formerly known as the Gull Wings Children’s Museum, as surplus in February of 2022. Staff subsequently undertook and completed the process required by the Surplus Land Act to make this property available to the public and affordable housing preferred buyers but the staff did not receive any offers or expressions of interest from any potential buyers. As such, the California State Department of Housing and Community Development has authorized its disposition on the open market.

Staff has received an offer to acquire the Gull Wings Children’s Museum property from Sonflow, LLC, a California limited liability company, who intends to rehabilitate the current structure and operate a senior wellness center. Staff has procured an appraisal for the property, which defined the current market value at \$400,000.

Sonflow, LLC, also owns unimproved real property located at 131 East Seventh Street in downtown Oxnard. This subject

property is approximately 0.2 acres. The Oxnard City Council authorized staff to negotiate the acquisition of this property at not more than the appraised market value for the purpose of developing affordable housing. Staff procured an appraisal for the property, which defined the current market value \$430,000.

DISCUSSION

Staff proposes an exchange of real property by and between the City of Oxnard and Sonflow, LLC plus an additional amount of \$30,000 payable from the City of Oxnard to Sonflow, LLC. Staff proposes the use of the Affordable Housing In Lieu Fund to pay for the difference in value. Additionally, staff proposes the use of the Affordable Housing In Lieu Fund to pay for the transaction costs and the expenses of maintenance post-acquisition (an additional \$75,000 from the Affordable Housing In Lieu Fund).

On November 2, 2023, the Oxnard Planning Commission determined that both the disposition of the property located at 418 West Fourth Street and the acquisition of the real property located at 131 East Seventh Street are consistent with the City's General Plan.

Upon the acquisition of Sonflow's property on Seventh Street, staff proposes to assemble it with the two adjacent unimproved properties currently owned by the City of Oxnard fronting Seventh Street, as well as a City of Oxnard owned a surface parking lot fronting Oxnard Blvd (across the alley from the Seventh Street parcels). Staff proposes to issue a request for proposals seeking a development partner to acquire, develop and operate an affordable housing complex atop of active retail on the ground along Oxnard Boulevard and a ground floor neighborhood service along Seventh Street.

Separately, upon Sonflow's acquisition of the Gull Wings Children's Museum property, the buyer proposes to rehabilitate the current building and operate a senior wellness center. The rehabilitation of the property will be subject to the applicable City's development review process.

ENVIRONMENTAL ANALYSIS

The proposed actions to appropriate funding and approve the acquisition and disposition of property do not constitute approval of any particular project. These recommended actions do not grant any vested development entitlements, do not bind any party or commit to any definite course of action, do not restrict the City from considering any feasible mitigation measures and alternatives, and do not restrict the City from denying a future project on either of the involved sites, and, therefore, do not constitute a project subject to the CEQA pursuant to Section 21065 of CEQA and Sections 15004(b)(4) and 15378 of the State CEQA Guidelines. As such, no environmental document pursuant to CEQA is required. The undertaking of, disbursement of funding for, and/or approval of any physical improvements is fully contingent on compliance with CEQA. Furthermore, any future project at 131 East Seventh Street would require an agreement with a yet-to-be identified development partner and would likely require approval of discretionary land use entitlements. It is anticipated that CEQA review will occur concurrent with such agreement or the processing of entitlement applications and must be completed prior to granting of any such entitlements.

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 two proposed transactions will not impact the General Fund. A total budget appropriation of \$105,000 is requested from the Housing In Lieu Fees Fund (Fund 360-Subfund7050) available fund balance to pay for the expenses of this transaction and maintenance of the site. The broker fees will be paid by the seller as a transaction cost. The Housing In Lieu Fund has an available balance of \$3,037,609.

For Finance Use Only: Housing In Lieu Fees Fund (Org. 360-70508105 Obj. 55010 and 53200)

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Purchase and Sale Agreement for 131 East Seventh Street
2. Purchase and Sale Agreement for 418 West Fourth Street
3. Presentation

STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE

(Vacant Land)

Dated: August 17, 2023

1. Buyer.

1.1 City of Oxnard, a municipal corporation, ("Buyer") hereby offers to purchase the real property, hereinafter described, from the owner thereof ("Seller") (collectively, the "Parties" or individually, a "Party"), through an escrow ("Escrow") to close 30 ~~or~~ days after the waiver or satisfaction of the Buyer's Contingencies, ("Expected Closing Date") to be held by Lawyer's Title Co.- Shirley Franks ("Escrow Holder") whose address is 2751 Park View Court, Suite 241, Oxnard, CA 93036, Phone No. 805-484-2701 x7375, Facsimile No. 818-394-4820 upon the terms and conditions set forth in this agreement ("Agreement"). Buyer shall have the right to assign Buyer's rights hereunder, but any such assignment shall not relieve Buyer of Buyer's obligations herein unless Seller expressly releases Buyer.

1.2 The term "Date of Agreement" as used herein shall be the date when by execution and delivery (as defined in paragraph 20.2) of this document or a subsequent counteroffer thereto, Buyer and Seller have reached agreement in writing whereby Seller agrees to sell, and Buyer agrees to purchase, the Property upon terms accepted by both Parties.

2. Property.

2.1 The real property ("Property") that is the subject of this offer consists of (insert a brief physical description) approximately 0.20 acres of vacant land is located in the County of Ventura, is commonly known as (street address, city, state, zip) 131 E. 7th Street, Oxnard, CA 93030 and is legally described as: To be provided in escrow (APN: 201-0-272-040.)

2.2 If the legal description of the Property is not complete or is inaccurate, this Agreement shall not be invalid and the legal description shall be completed or corrected to meet the requirements of Lawyers Title Company ("Title Company"), which shall issue the title policy hereinafter described.

2.3 The Property includes, at no additional cost to Buyer, the permanent improvements thereon, including those items which pursuant to applicable law are a part of the property, as well as the following items, if any, owned by Seller and at present located on the Property: None (collectively, the "Improvements").

~~2.4 Except as provided in Paragraph 2.3, the Purchase Price does not include Seller's personal property, furniture and furnishings, and all of which shall be removed by Seller prior to Closing.~~

3. Purchase Price.

3.1 The purchase price ("Purchase Price") to be paid by Buyer to Seller for the Property shall be ☒ \$430,000.00, or ☐ (complete only if purchase price will be determined based on a per unit cost instead of a fixed price) _____ per unit. The unit used to determine the Purchase Price shall be: ☐ lot ☐ acre ☐ square foot ☐ other _____ prorating areas of less than a full unit. The number of units shall be based on a calculation of total area of the Property as certified to the Parties by a licensed surveyor in accordance with paragraph 9.1(g). However, the following rights of way and other areas will be excluded from such calculation: _____. The Purchase Price shall be payable as follows:

(Strike any not applicable)

(a) Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all cash transaction, the Purchase Price):

\$430,000.00

~~(b) Amount of "New Loan" as defined in paragraph 5.1, if any:~~

~~(c) Buyer shall take title to the Property subject to and/or assume the following existing deed(s) of trust ("Existing Deed(s) of Trust") securing the existing promissory note(s) ("Existing Note(s)):~~

~~(i) An Existing Note ("First Note") with an unpaid principal balance as of the Closing of approximately:~~

~~Said First Note is payable at _____ per month, including interest at the rate of _____ % per annum until paid (and/or the entire unpaid balance is due on _____).~~

~~(ii) An Existing Note ("Second Note") with an unpaid principal balance as of the Closing of approximately:~~

~~Said Second Note is payable at _____ per month, including interest at the rate of _____ % per annum until paid (and/or the entire unpaid balance is due on _____).~~

~~(d) Buyer shall give Seller a deed of trust ("Purchase Money Deed of Trust") on the property, to secure the promissory note of Buyer to Seller described in paragraph 6 ("Purchase Money Note") in the amount of:~~

3.2 If Buyer is taking title to the Property subject to, or assuming, an Existing Deed of Trust and such deed of trust permits the beneficiary to demand payment of fees including, but not limited to, points, processing fees, and appraisal fees as a condition to the transfer of the Property, Buyer agrees to pay such fees up to a maximum of 1.5% of the unpaid principal balance of the applicable Existing Note.

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OFAL-15.30, Revised 10-13-2022

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Page 1 of 11

4. Deposits.

4.1 ☐ Buyer has delivered to Broker a check in the sum of _____, payable to Escrow Holder, to be delivered by Broker to Escrow Holder within 2 or _____ business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder, or ☒ within 2 or 3 business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder. Buyer shall deliver to Escrow Holder a check **or wire transfer** in the sum of \$5,000.00. If said check **or wire transfer** is not received by Escrow Holder within said time period then Seller may elect to unilaterally terminate this transaction by giving written notice of such election to Escrow Holder whereupon neither Party shall have any further liability to the other under this Agreement. Should Buyer and Seller not enter into an agreement for purchase and sale, Buyer's check or funds shall, upon request by Buyer, be promptly returned to Buyer.

4.2 Additional deposits:

(a) ~~Within 5 business days after the Date of Agreement, Buyer shall deposit with Escrow Holder the additional sum of _____ to be applied to the Purchase Price at the Closing.~~

(b) ~~Within 5 business days after the contingencies discussed in paragraph 9.1 (a) through (m) are approved or waived, Buyer shall deposit with Escrow Holder the additional sum of _____ to be applied to the Purchase Price at the Closing.~~

(c) ~~If an Additional Deposit is not received by Escrow Holder within the time period provided then Seller may notify Buyer, Escrow Holder, and Brokers, in writing that, unless the Additional Deposit is received by Escrow Holder within 2 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.~~

4.3 Escrow Holder shall deposit the funds deposited with it by Buyer pursuant to paragraphs 4.1 and 4.2 (collectively the "Deposit"), in a State or Federally chartered bank in an interest bearing account whose term is appropriate and consistent with the timing requirements of this transaction. The interest therefrom shall accrue to the benefit of Buyer, who hereby acknowledges that there may be penalties or interest forfeitures if the applicable instrument is redeemed prior to its specified maturity. Buyer's Federal Tax Identification Number is _____. NOTE: Such interest bearing account cannot be opened until Buyer's Federal Tax Identification Number is provided.

4.4 Notwithstanding the foregoing, within 5 days after Escrow Holder receives the monies described in paragraph 4.1 above, Escrow Holder shall release \$100 of said monies to Seller as and for independent consideration for Seller's execution of this Agreement and the granting of the contingency period to Buyer as herein provided. Such independent consideration is non-refundable to Buyer but shall be credited to the Purchase Price in the event that the purchase of the Property is completed.

4.5 Upon waiver of all of Buyer's contingencies the Deposit shall become non-refundable but applicable to the Purchase Price except in the event of a Seller breach, or in the event that the Escrow is terminated pursuant to the provisions of Paragraph 9.1(n) (Destruction, Damage or Loss) or 9.1(o) (Material Change).

5. ~~Financing Contingency. (Strike if not applicable)~~

~~5.1 This offer is contingent upon Buyer obtaining from an insurance company, financial institution or other lender, a commitment to lend to Buyer a sum equal to at least _____ % of the Purchase Price, on terms acceptable to Buyer. Such loan ("New Loan") shall be secured by a first deed of trust or mortgage on the Property. If this Agreement provides for Seller to carry back junior financing, then Seller shall have the right to approve the terms of the New Loan. Seller shall have 7 days from receipt of the commitment setting forth the proposed terms of the New Loan to approve or disapprove of such proposed terms. If Seller fails to notify Escrow Holder, in writing, of the disapproval within said 7 days it shall be conclusively presumed that Seller has approved the terms of the New Loan.~~

~~5.2 If Buyer shall fail to notify its Broker, Escrow Holder and Seller, in writing within _____ days following the Date of Agreement, that the New Loan has not been obtained, it shall be conclusively presumed that Buyer has either obtained said New Loan or has waived this New Loan contingency.~~

~~5.3 If Buyer shall notify its Broker, Escrow Holder and Seller, in writing, within the time specified in paragraph 5.2 hereof, that Buyer has not obtained said New Loan, this Agreement shall be terminated, and Buyer shall be entitled to the prompt return of the Deposit, plus any interest earned thereon, less only Escrow Holder and Title Company cancellation fees and costs, which Buyer shall pay.~~

6. ~~Seller Financing. (Purchase Money Note). (Strike if not applicable)~~

~~6.1 If Seller approves Buyer's financials (see paragraph 6.5) the Purchase Money Note shall provide for interest on unpaid principal at the rate of _____ % per annum, with principal and interest paid as follows: _____. The Purchase Money Note and Purchase Money Deed of Trust shall be on the current forms commonly used by Escrow Holder, and be junior and subordinate only to the Existing Note(s) and/or the New Loan expressly called for by this Agreement.~~

~~6.2 The Purchase Money Note and/or the Purchase Money Deed of Trust shall contain provisions regarding the following (see also paragraph 10.3 (b)):~~

~~(a) Prepayment. Principal may be prepaid in whole or in part at any time without penalty, at the option of the Buyer.~~

~~(b) Late Charge. A late charge of 6% shall be payable with respect to any payment of principal, interest, or other charges, not made within 10 days after it is due.~~

~~(c) Due On Sale. In the event the Buyer sells or transfers title to the Property or any portion thereof, then the Seller may, at Seller's option, require the entire unpaid balance of said Note to be paid in full.~~

~~6.3 If the Purchase Money Deed of Trust is to be subordinate to other financing, Escrow Holder shall, at Buyer's expense prepare and record on Seller's behalf a request for notice of default and/or sale with regard to each mortgage or deed of trust to which it will be subordinate.~~

~~6.4 WARNING: CALIFORNIA LAW DOES NOT ALLOW DEFICIENCY JUDGEMENTS ON SELLER FINANCING. IF BUYER ULTIMATELY DEFAULTS ON THE LOAN, SELLER'S SOLE REMEDY IS TO FORECLOSE ON THE PROPERTY.~~

~~6.5 Seller's obligation to provide financing is contingent upon Seller's reasonable approval of Buyer's financial condition. Buyer to provide a current financial statement and copies of its Federal tax returns for the last 3 years to Seller within 10 days following the Date of Agreement. Seller has 10 days following receipt of such documentation to satisfy itself with regard to Buyer's financial condition and to notify Escrow Holder as to whether or not Buyer's financial condition is acceptable. If Seller fails to notify Escrow Holder, in writing, of the disapproval of this contingency within said time period, it shall be conclusively presumed that Seller has approved Buyer's financial condition. If Seller is not satisfied with Buyer's financial condition or if Buyer fails to deliver the required documentation then Seller may notify Escrow Holder in writing that Seller Financing will not be available, and Buyer shall have the option, within 10 days of the receipt of such notice, to either terminate this transaction or to purchase the Property without Seller financing. If Buyer fails to notify Escrow Holder within said time period of its election to terminate this transaction then Buyer shall be conclusively presumed to have elected to purchase the Property without Seller financing. If Buyer elects to terminate, Buyer's Deposit shall be refunded less Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation.~~

7. Real Estate Brokers.

7.1 Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in

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OFAL-15.30, Revised 10-13-2022

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Last Edited: 8/17/2023 1:29 PM

Page 2 of 11

this transaction with the following real estate broker(s) ("Brokers") and/or their agents ("Agent(s)"):

Seller's Brokerage Firm CBRE, Inc. License No. 00409987 is the broker of (check one): ☐ the Seller; or ☒ both the Buyer and Seller (dual agent).

Seller's Agent Brian Hutcherson License No. 02075144 is (check one): ☐ the Seller's Agent (salesperson or broker associate); or ☒ both the Seller's Agent and the Buyer's Agent (dual agent).

Buyer's Brokerage Firm CBRE, Inc. License No. 00409987 is the broker of (check one): ☐ the Buyer; or ☒ both the Buyer and Seller (dual agent).

Buyer's Agent Brian Hutcherson License No. 02075144 is (check one): ☐ the Buyer's Agent (salesperson or broker associate); or ☒ both the Buyer's Agent and the Seller's Agent (dual agent).

The Parties acknowledge that other than the Brokers and Agents listed above, there are no other brokers or agents representing the Parties or due any fees and/or commissions under this Agreement. Buyer shall use the services of Buyer's Broker exclusively in connection with any and all negotiations and offers with respect to the Property for a period of 1 year from the date inserted for reference purposes at the top of page 1.

7.2 Buyer and Seller each represent and warrant to the other that he/she/it has had no dealings with any person, firm, broker, agent or finder in connection with the negotiation of this Agreement and/or the consummation of the purchase and sale contemplated herein, other than the Brokers and Agents named in paragraph 7.1, and no broker, agent or other person, firm or entity, other than said Brokers and Agents is/are entitled to any commission or finder's fee in connection with this transaction as the result of any dealings or acts of such Party. Buyer and Seller do each hereby agree to indemnify, defend, protect and hold the other harmless from and against any costs, expenses or liability for compensation, commission or charges which may be claimed by any broker, agent, finder or other similar party, other than said named Brokers and Agents by reason of any dealings or act of the indemnifying Party.

8. Escrow and Closing.

8.1 Upon acceptance hereof by Seller, this Agreement, including any counteroffers incorporated herein by the Parties, shall constitute not only the agreement of purchase and sale between Buyer and Seller, but also instructions to Escrow Holder for the consummation of the Agreement through the Escrow. Escrow Holder shall not prepare any further escrow instructions restating or amending the Agreement unless specifically so instructed by the Parties or a Broker herein. Subject to the reasonable approval of the Parties, Escrow Holder may, however, include its standard general escrow provisions. In the event that there is any conflict between the provisions of the Agreement and the provisions of any additional escrow instructions the provisions of the Agreement shall prevail as to the Parties and the Escrow Holder.

8.2 As soon as practical after the receipt of this Agreement and any relevant counteroffers, Escrow Holder shall ascertain the Date of Agreement as defined in paragraphs 1.2 and 20.2 and advise the Parties and Brokers, in writing, of the date ascertained.

8.3 Escrow Holder is hereby authorized and instructed to conduct the Escrow in accordance with this Agreement, applicable law and custom and practice of the community in which Escrow Holder is located, including any reporting requirements of the Internal Revenue Code. In the event of a conflict between the law of the state where the Property is located and the law of the state where the Escrow Holder is located, the law of the state where the Property is located shall prevail.

8.4 Subject to satisfaction of the contingencies herein described, Escrow Holder shall close this escrow (the "Closing") by recording a general warranty deed (a grant deed in California) and the other documents required to be recorded, and by disbursing the funds and documents in accordance with this Agreement.

8.5 Buyer and Seller shall each pay one-half of the Escrow Holder's charges and Seller shall pay the usual recording fees and any required documentary transfer taxes. Seller shall pay the premium for a standard coverage owner's or joint protection policy of title insurance. (See also paragraph 11.)

8.6 Escrow Holder shall verify that all of Buyer's contingencies have been satisfied or waived prior to Closing. The matters contained in paragraphs 9.1 subparagraphs (b), (c), (d), (e), (g), (i), (n), and (o), 9.4, 12, 13, 14, 16, 18, 20, 21, 22, and 24 are, however, matters of agreement between the Parties only and are not instructions to Escrow Holder.

8.7 If this transaction is terminated for non-satisfaction and non-waiver of a Buyer's Contingency, as defined in Paragraph 9.2 or disapproval of any other matter subject to Buyer's approval, then neither of the Parties shall thereafter have any liability to the other under this Agreement, except to the extent of a breach of any affirmative covenant or warranty in this Agreement. In the event of such termination, Buyer shall, subject to the provisions of paragraph 8.10, be promptly refunded all funds deposited by Buyer with Escrow Holder, less only the \$100 provided for in paragraph 4.4 and the Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation. If this transaction is terminated as a result of Seller's breach of this Agreement then Seller shall pay the Title Company and Escrow Holder cancellation fees and costs.

8.8 The Closing shall occur on the Expected Closing Date, or as soon thereafter as the Escrow is in condition for Closing; provided, however, that if the Closing does not occur by the Expected Closing Date and said Date is not extended by mutual instructions of the Parties, a Party not then in default under this Agreement may notify the other Party, Escrow Holder and Brokers, in writing that, unless the Closing occurs within 5 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.

8.9 Except as otherwise provided herein, the termination of Escrow shall not relieve or release either Party from any obligation to pay Escrow Holder's fees and costs or constitute a waiver, release or discharge of any breach or default that has occurred in the performance of the obligations, agreements, covenants or warranties contained therein.

8.10 If this Escrow is terminated for any reason other than Seller's breach or default, then as a condition to the return of Buyer's deposit, Buyer shall within 5 days after written request deliver to Seller, at no charge, copies of all surveys, engineering studies, soil reports, maps, master plans, feasibility studies and other similar items prepared by or for Buyer that pertain to the Property.

9. Contingencies to Closing.

9.1 IF, BEFORE EXPIRATION OF THE APPLICABLE TIME, BUYER FAILS TO PROVIDE ESCROW HOLDER WRITTEN NOTICE OF BUYER'S DISAPPROVAL OF ANY OF BUYER'S CONTINGENCIES OR ANY OTHER MATTER THAT IS SUBJECT TO BUYER'S APPROVAL IN THIS AGREEMENT, THEN BUYER SHALL BE CONCLUSIVELY DEEMED TO HAVE SATISFIED SUCH BUYER'S CONTINGENCIES AND/OR APPROVED OF SUCH OTHER MATTERS. If a number of days is completed in any of the optional spaces in subparagraphs 9.1 (a) through (m), then such number shall apply and override the pre-printed number, even if the pre-printed number is not stricken. The Closing of this transaction is contingent upon the satisfaction or waiver of the following contingencies:

(a) **Disclosure.** Seller shall make to Buyer, through Escrow, all of the applicable disclosures required by law (See AIR CRE ("AIR") standard form entitled "Seller's Mandatory Disclosure Statement") and provide Buyer with a completed Property Information Sheet ("Property Information Sheet") concerning the Property, duly executed by or on behalf of Seller in the current form or equivalent to that published by the AIR within 10 ~~or~~ **opening of** days following

ESCROW the Date of Agreement. Buyer has 10 days from the receipt of said disclosures to approve or disapprove the matters disclosed.

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OFAL-15.30, Revised 10-13-2022

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Last Edited: 8/17/2023 1:29 PM

Page 3 of 11

(b) *Physical Inspection.* Buyer has ~~10 or~~ 45 days following the receipt of the Property Information Sheet or the ~~Date of Agreement~~ **opening of escrow**, whichever is later, to satisfy itself with regard to the physical aspects and size of the Property.

(c) *Hazardous Substance Conditions Report.* Buyer has ~~30 or~~ 45 days following the receipt of the Property Information Sheet or the ~~Date of Agreement~~ **opening of escrow**, whichever is later, to satisfy itself with regard to the environmental aspects of the Property. Seller recommends that Buyer obtain a Hazardous Substance Conditions Report concerning the Property and relevant adjoining properties. Any such report shall be paid for by Buyer. A "Hazardous Substance" for purposes of this Agreement is defined as any substance whose nature and/or quantity of existence, use, manufacture, disposal or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare. A "Hazardous Substance Condition" for purposes of this Agreement is defined as the existence on, under or relevantly adjacent to the Property of a Hazardous Substance that would require remediation and/or removal under applicable Federal, state or local law.

(d) *Soil Inspection.* Buyer has ~~30 or~~ 45 days following the receipt of the Property Information Sheet or the ~~Date of Agreement~~ **opening of escrow**, whichever is later, to satisfy itself with regard to the condition of the soils on the Property. Seller recommends that Buyer obtain a soil test report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any soils report that Seller may have within 10 days following the **opening of escrow** ~~Date of Agreement~~. **Buyer, at Buyer's sole cost, shall perform a Phase 1 Report.**

(e) *Governmental Approvals.* Buyer has ~~30 or~~ 45 days following the ~~Date of Agreement~~ **opening of escrow** to satisfy itself with regard to approvals and permits from governmental agencies or departments which have or may have jurisdiction over the Property and which Buyer deems necessary or desirable in connection with its intended use of the Property, including, but not limited to, permits and approvals required with respect to zoning, planning, building and safety, fire, police, handicapped and Americans with Disabilities Act requirements, transportation and environmental matters. NOTE: Past uses of the Property may no longer be allowed. In the event that the Property must be rezoned, it is Buyer's responsibility to obtain the rezoning from the appropriate government agencies. Seller shall sign all documents Buyer is required to file in connection with rezoning, conditional use permits and/or other development approvals.

(f) *Conditions of Title.* Escrow Holder shall cause a current commitment for title insurance ("Title Commitment"), concerning the Property issued by the Title Company, as well as legible copies of all documents referred to in the Title Commitment ("Underlying Documents"), and a scaled and dimensioned plot showing the location of any easements to be delivered to Buyer within ~~10 or~~ _____ days following the ~~Date of Agreement~~ **opening of escrow**. Buyer has 10 days from the receipt of the Title Commitment, the Underlying Documents and the plot plan to satisfy itself with regard to the condition of title. The disapproval by Buyer of any monetary encumbrance, which by the terms of this Agreement is not to remain against the Property after the Closing, shall not be considered a failure of this contingency, as Seller shall have the obligation, at Seller's expense, to satisfy and remove such disapproved monetary encumbrance at or before the Closing.

(g) *Survey.* Buyer has ~~30 or~~ 45 days following the receipt of the Title Commitment and Underlying Documents to satisfy itself with regard to any ALTA title supplement based upon a survey prepared to American Land Title Association ("ALTA") standards for an owner's policy by a licensed surveyor, showing the legal description and boundary lines of the Property, any easements of record, and any improvements, poles, structures and things located within 10 feet of either side of the Property boundary lines. Any such survey shall be prepared at Buyer's direction and expense. If Buyer has obtained a survey and approved the ALTA title supplement, Buyer may elect within the period allowed for Buyer's approval of a survey to have an ALTA extended coverage owner's form of title policy, in which event Buyer shall pay any additional premium attributable thereto.

(h) *Existing Leases and Tenancy Statements.* Seller shall within ~~10 or~~ _____ days following the ~~Date of Agreement~~ **opening of escrow** provide both Buyer and Escrow Holder with legible copies of all leases, subleases or rental arrangements (collectively, "Existing Leases") affecting the Property, and with a tenancy statement ("Estoppel Certificate") in the latest form or equivalent to that published by the AIR, executed by Seller and/or each tenant and subtenant of the Property. Seller shall use its best efforts to have each tenant complete and execute an Estoppel Certificate. If any tenant fails or refuses to provide an Estoppel Certificate then Seller shall complete and execute an Estoppel Certificate for that tenancy. Buyer has 10 days from the receipt of said Existing Leases and Estoppel Certificates to satisfy itself with regard to the Existing Leases and any other tenancy issues.

(i) *Owner's Association.* Seller shall within ~~10 or~~ _____ days following the ~~Date of Agreement~~ **opening of escrow** provide Buyer with a statement and transfer package from any owner's association servicing the Property. Such transfer package shall at a minimum include: copies of the association's bylaws, articles of incorporation, current budget and financial statement. Buyer has 10 days from the receipt of such documents to satisfy itself with regard to the association.

(j) *Other Agreements.* Seller shall within ~~10 or~~ _____ days following the ~~Date of Agreement~~ **opening of escrow** provide Buyer with legible copies of all other agreements ("Other Agreements") known to Seller that will affect the Property after Closing. Buyer has 10 days from the receipt of said Other Agreements to satisfy itself with regard to such Agreements.

~~(k) Financing. If paragraph 5 hereof dealing with a financing contingency has not been stricken, the satisfaction or waiver of such New Loan contingency.~~

~~(l) Existing Notes. If paragraph 3.1(c) has not been stricken, Seller shall within 10 or _____ days following the Date of Agreement provide Buyer with legible copies of the Existing Notes, Existing Deeds of Trust and related agreements (collectively, "Loan Documents") to which the Property will remain subject after the Closing. Escrow Holder shall promptly request from the holders of the Existing Notes a beneficiary statement ("Beneficiary Statement") confirming: (1) the amount of the unpaid principal balance, the current interest rate, and the date to which interest is paid, and (2) the nature and amount of any impounds held by the beneficiary in connection with such loan. Buyer has 10 or _____ days following the receipt of the Loan Documents and Beneficiary Statements to satisfy itself with regard to such financing. Buyer's obligation to close is conditioned upon Buyer being able to purchase the Property without acceleration or change in the terms of any Existing Notes or charges to Buyer except as otherwise provided in this Agreement or approved by Buyer, provided, however, Buyer shall pay the transfer fee referred to in paragraph 3.2 hereof. Likewise if Seller is to carry back a Purchase Money Note then Seller shall within 10 or _____ days following the Date of Agreement provide Buyer with a copy of the proposed Purchase Money Note and Purchase Money Deed of Trust. Buyer has 10 or _____ days from the receipt of such documents to satisfy itself with regard to the form and content thereof.~~

~~(m) Personal Property. In the event that any personal property is included in the Purchase Price, Buyer has 10 or _____ days following the Date of Agreement to satisfy itself with regard to the title condition of such personal property. Seller recommends that Buyer obtain a UCC-1 report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any liens or encumbrances affecting such personal property that it is aware of within 10 or _____ days following the Date of Agreement.~~

(n) *Destruction, Damage or Loss.* Subsequent to the Date of Agreement and prior to Closing there shall not have occurred a destruction of, or damage or

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OFAL-15.30, Revised 10-13-2022

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Last Edited: 8/17/2023 1:29 PM

Page 4 of 11

loss to, the Property or any portion thereof, from any cause whatsoever, which would cost more than \$10,000.00 to repair or cure. If the cost of repair or cure is \$10,000.00 or less, Seller shall repair or cure the loss prior to the Closing. Buyer shall have the option, within 10 days after receipt of written notice of a loss costing more than \$10,000.00 to repair or cure, to either terminate this Agreement or to purchase the Property notwithstanding such loss, but without deduction or offset against the Purchase Price. If the cost to repair or cure is more than \$10,000.00, and Buyer does not elect to terminate this Agreement, Buyer shall be entitled to any insurance proceeds applicable to such loss. Unless otherwise notified in writing, Escrow Holder shall assume no such destruction, damage or loss has occurred prior to Closing.

(o) **Material Change.** Buyer shall have 10 days following receipt of written notice of a Material Change within which to satisfy itself with regard to such change. "**Material Change**" shall mean a substantial adverse change in the use, occupancy, tenants, title, or condition of the Property that occurs after the date of this offer and prior to the Closing. Unless otherwise notified in writing, Escrow Holder shall assume that no Material Change has occurred prior to the Closing.

(p) **Seller Performance.** The delivery of all documents and the due performance by Seller of each and every undertaking and agreement to be performed by Seller under this Agreement.

(q) **Brokerage Fee.** Payment at the Closing of such brokerage fee as is specified in this Agreement or later written instructions to Escrow Holder executed by Seller and Brokers ("**Brokerage Fee**"). It is agreed by the Parties and Escrow Holder that Brokers are a third party beneficiary of this Agreement insofar as the Brokerage Fee is concerned, and that no change shall be made with respect to the payment of the Brokerage Fee specified in this Agreement, without the written consent of Brokers.

9.2 The contingencies specified in subparagraphs 9.1(a) through (m) are for the benefit of, and may be waived by, Buyer, and are referred to collectively as "**Buyer's Contingencies**" and individually as a "**Buyer's Contingency**."

9.3 Buyer's timely and written disapproval or conditional approval of a Buyer's Contingency or any other matter that is subject to Buyer's approval in this Agreement shall constitute disapproval thereof ("**Disapproved Item(s)**"). Concurrent with notice of a Disapproved Item, Buyer may make a request to Seller regarding such Disapproved Item ("**Buyer's Request**"). If Buyer fails to make a timely and written Buyer's Request, then this Agreement shall terminate due to the non-satisfaction and non-waiver of a contingency. Seller may respond to a Buyer's Request within 10 days following Seller's receipt thereof ("**Seller's Response**"). Seller's acceptance of a Buyer's Request shall amend this Agreement accordingly. If Seller fails to provide a timely and written Seller's Response, then Seller's Response shall be deemed to be a rejection of Buyer's Request. Buyer may, within 10 days following the earlier of Buyer's receipt of a Seller's Response (which is not an acceptance of Buyer's Request) or the date of Seller's deemed rejection of a Buyer's Request ("**Buyer's Reply Period**"), reply to a Seller's Response ("**Buyer's Reply**") and elect to (i) terminate this Agreement due to the non-satisfaction and non-waiver of the applicable contingency, (ii) accept the Seller's Response in which event this Agreement shall be amended accordingly, or (iii) withdraw Buyer's Request and waive the Disapproved Item in which event Buyer shall accept the Property subject to the Disapproved Item. If Buyer fails to provide a timely and written Buyer's Reply, then Buyer shall be deemed to have elected to terminate this Agreement as of the end of the Buyer's Reply Period. The date Buyer accepts a Seller's Response or withdraws a Buyer's Request and waives a Disapproved Item shall be the date of Buyer's approval of the Disapproved Item. A Party shall provide to Escrow Holder copy of all notices of a Disapproved Item, Buyer's Request, Seller's Response and Buyer's Reply and Escrow Holder shall promptly provide copies thereof to the other Party. Unless the Parties in writing agree otherwise, if the Expected Closing Date is a specific calendar date and a Buyer's Reply Period expires after such specific calendar date, then notwithstanding paragraph 1.1, the Expected Closing Date shall be extended to be 3 business days after the earlier of the date Buyer withdraws a Buyer's Request and waives the applicable Disapproved Item or Buyer accepts the applicable Seller's Response.

9.4 The Parties acknowledge that extensive local, state and Federal legislation establish broad liability upon owners and/or users of real property for the investigation and remediation of Hazardous Substances. The determination of the existence of a Hazardous Substance Condition and the evaluation of the impact of such a condition are highly technical and beyond the expertise of Brokers. The Parties acknowledge that they have been advised by Brokers to consult their own technical and legal experts with respect to the possible presence of Hazardous Substances on the Property or adjoining properties, and Buyer and Seller are not relying upon any investigation by or statement of Brokers with respect thereto. The Parties hereby assume all responsibility for the impact of such Hazardous Substances upon their respective interests herein.

10. Documents Required at or Before Closing.

10.1 Five days prior to the Closing date Escrow Holder shall obtain an updated Title Commitment concerning the Property from the Title Company and provide copies thereof to each of the Parties.

10.2 Seller shall deliver to Escrow Holder in time for delivery to Buyer at the Closing:

- (a) Grant or general warranty deed, duly executed and in recordable form, conveying fee title to the Property to Buyer.
- (b) If applicable, the Beneficiary Statements concerning Existing Note(s).
- (c) If applicable, the Existing Leases and Other Agreements together with duly executed assignments thereof by Seller and Buyer. The assignment of Existing Leases shall be on the most recent Assignment and Assumption of Lessor's Interest in Lease form published by the AIR or its equivalent.
- (d) An affidavit executed by Seller to the effect that Seller is not a "foreign person" within the meaning of Internal Revenue Code Section 1445 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Internal Revenue Service such sum as is required by applicable Federal law with respect to purchases from foreign sellers.
- (e) If the Property is located in California, an affidavit executed by Seller to the effect that Seller is not a "nonresident" within the meaning of California Revenue and Tax Code Section 18662 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Franchise Tax Board such sum as is required by such statute.
- (f) If applicable, a bill of sale, duly executed, conveying title to any included personal property to Buyer.
- (g) If the Seller is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the sale of the Property.

10.3 Buyer shall deliver to Seller through Escrow:

(a) The cash portion of the Purchase Price and such additional sums as are required of Buyer under this Agreement shall be deposited by Buyer with Escrow Holder, by federal funds wire transfer, or any other method acceptable to Escrow Holder in immediately collectable funds, no later than 2:00 P.M. on the business day prior to the Expected Closing Date provided, however, that Buyer shall not be required to deposit such monies into Escrow if at the time set for the deposit of such monies Seller is in default or has indicated that it will not perform any of its obligations hereunder. Instead, in such circumstances in order to reserve its rights to proceed Buyer need only provide Escrow with evidence establishing that the required monies were available.

(b) If a Purchase Money Note and Purchase Money Deed of Trust are called for by this Agreement, the duly executed originals of those documents, the Purchase Money Deed of Trust being in recordable form, together with evidence of fire insurance on the improvements in the amount of the full replacement cost naming Seller as a mortgage loss payee, and a real estate tax service contract (at Buyer's expense), assuring Seller of notice of the status of payment of real property taxes during the life of the Purchase Money Note.

(c) The Assignment and Assumption of Lessor's Interest in Lease form specified in paragraph 10.2(c) above, duly executed by Buyer.

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OFAL-15.30, Revised 10-13-2022

INITIALS

Last Edited: 8/17/2023 1:29 PM

Page 5 of 11

- (d) Assumptions duly executed by Buyer of the obligations of Seller that accrue after Closing under any Other Agreements.
- (e) If applicable, a written assumption duly executed by Buyer of the loan documents with respect to Existing Notes.
- (f) If the Buyer is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the purchase of the Property.

10.4 At Closing, Escrow Holder shall cause to be issued to Buyer a standard coverage (or ALTA extended, if elected pursuant to 9.1(g)) owner's form policy of title insurance effective as of the Closing, issued by the Title Company in the full amount of the Purchase Price, insuring title to the Property vested in Buyer, subject only to the exceptions approved by Buyer. In the event there is a Purchase Money Deed of Trust in this transaction, the policy of title insurance shall be a joint protection policy insuring both Buyer and Seller.

IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.

11. Prorations and Adjustments.

11.1 *Taxes.* Applicable real property taxes and special assessment bonds shall be prorated through Escrow as of the date of the Closing, based upon the latest tax bill available. The Parties agree to prorate as of the Closing any taxes assessed against the Property by supplemental bill levied by reason of events occurring prior to the Closing. Payment of the prorated amount shall be made promptly in cash upon receipt of a copy of any supplemental bill.

11.2 *Insurance.* **WARNING:** Any insurance which Seller may have maintained will terminate on the Closing. Buyer is advised to obtain appropriate insurance to cover the Property.

11.3 *Rentals, Interest and Expenses.* Scheduled rentals, interest on Existing Notes, utilities, and operating expenses shall be prorated as of the date of Closing. The Parties agree to promptly adjust between themselves outside of Escrow any rents received after the Closing.

11.4 *Security Deposit.* Security Deposits held by Seller shall be given to Buyer as a credit to the cash required of Buyer at the Closing.

11.5 *Post Closing Matters.* Any item to be prorated that is not determined or determinable at the Closing shall be promptly adjusted by the Parties by appropriate cash payment outside of the Escrow when the amount due is determined.

11.6 *Variations in Existing Note Balances.* In the event that Buyer is purchasing the Property subject to an Existing Deed of Trust(s), and in the event that a Beneficiary Statement as to the applicable Existing Note(s) discloses that the unpaid principal balance of such Existing Note(s) at the closing will be more or less than the amount set forth in paragraph 3.1(c) hereof ("**Existing Note Variation**"), then the Purchase Money Note(s) shall be reduced or increased by an amount equal to such Existing Note Variation. If there is to be no Purchase Money Note, the cash required at the Closing per paragraph 3.1(a) shall be reduced or increased by the amount of such Existing Note Variation.

11.7 *Variations in New Loan Balance.* In the event Buyer is obtaining a New Loan and the amount ultimately obtained exceeds the amount set forth in paragraph 5.1, then the amount of the Purchase Money Note, if any, shall be reduced by the amount of such excess.

11.8 *Owner's Association Fees.* Escrow Holder shall: (i) bring Seller's account with the association current and pay any delinquencies or transfer fees from Seller's proceeds, and (ii) pay any up front fees required by the association from Buyer's funds.

12. Representations and Warranties of Seller and Disclaimers.

12.1 Seller's warranties and representations shall survive the Closing and delivery of the deed for a period of 3 years, and any lawsuit or action based upon them must be commenced within such time period. Seller's warranties and representations are true, material and relied upon by Buyer and Brokers in all respects. Seller hereby makes the following warranties and representations to Buyer and Brokers:

(a) *Authority of Seller.* Seller is the owner of the Property and/or has the full right, power and authority to sell, convey and transfer the Property to Buyer as provided herein, and to perform Seller's obligations hereunder.

(b) *Maintenance During Escrow and Equipment Condition At Closing.* Except as otherwise provided in paragraph 9.1(n) hereof, Seller shall maintain the Property until the Closing in its present condition, ordinary wear and tear excepted.

(c) *Hazardous Substances/Storage Tanks.* Seller has no knowledge, except as otherwise disclosed to Buyer in writing, of the existence or prior existence on the Property of any Hazardous Substance, nor of the existence or prior existence of any above or below ground storage tank.

(d) *Compliance.* Except as otherwise disclosed in writing, Seller has no knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unfulfilled order or directive of any applicable governmental agency or casualty insurance company requiring any investigation, remediation, repair, maintenance or improvement be performed on the Property.

(e) *Changes in Agreements.* Prior to the Closing, Seller will not violate or modify any Existing Lease or Other Agreement, or create any new leases or other agreements affecting the Property, without Buyer's written approval, which approval will not be unreasonably withheld.

(f) *Possessory Rights.* Seller has no knowledge that anyone will, at the Closing, have any right to possession of the Property, except as disclosed by this Agreement or otherwise in writing to Buyer.

(g) *Mechanics' Liens.* There are no unsatisfied mechanics' or materialmen's lien rights concerning the Property.

(h) *Actions, Suits or Proceedings.* Seller has no knowledge of any actions, suits or proceedings pending or threatened before any commission, board, bureau, agency, arbitrator, court or tribunal that would affect the Property or the right to occupy or utilize same.

(i) *Notice of Changes.* Seller will promptly notify Buyer and Brokers in writing of any Material Change (see paragraph 9.1(o)) affecting the Property that becomes known to Seller prior to the Closing.

(j) *No Tenant Bankruptcy Proceedings.* Seller has no notice or knowledge that any tenant of the Property is the subject of a bankruptcy or insolvency proceeding.

(k) *No Seller Bankruptcy Proceedings.* Seller is not the subject of a bankruptcy, insolvency or probate proceeding.

(l) *Personal Property.* Seller has no knowledge that anyone will, at the Closing, have any right to possession of any personal property included in the Purchase Price nor knowledge of any liens or encumbrances affecting such personal property, except as disclosed by this Agreement or otherwise in writing to Buyer.

12.2 Buyer hereby acknowledges that, except as otherwise stated in this Agreement, Buyer is purchasing the Property in its existing condition and will, by the time called for herein, make or have waived all inspections of the Property Buyer believes are necessary to protect its own interest in, and its contemplated use of, the Property. The Parties acknowledge that, except as otherwise stated in this Agreement, no representations, inducements, promises, agreements, assurances, oral or written, concerning the Property, or any aspect of the occupational safety and health laws, Hazardous Substance laws, or any other act, ordinance or law, have been made by either Party or Brokers, or relied upon by either Party hereto.

12.3 In the event that Buyer learns that a Seller representation or warranty might be untrue prior to the Closing, and Buyer elects to purchase the Property anyway then, and in that event, Buyer waives any right that it may have to bring an action or proceeding against Seller or Brokers regarding said representation or warranty.

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OFAL-15.30, Revised 10-13-2022

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Page 6 of 11

12.4 Any environmental reports, soils reports, surveys, feasibility studies, and other similar documents which were prepared by third party consultants and provided to Buyer by Seller or Seller's representatives, have been delivered as an accommodation to Buyer and without any representation or warranty as to the sufficiency, accuracy, completeness, and/or validity of said documents, all of which Buyer relies on at its own risk. Seller believes said documents to be accurate, but Buyer is advised to retain appropriate consultants to review said documents and investigate the Property.

13. Possession.

Possession of the Property shall be given to Buyer at the Closing subject to the rights of tenants under Existing Leases.

14. Buyer's Entry.

At any time during the Escrow period, Buyer, and its agents and representatives, shall have the right at reasonable times and subject to rights of tenants, to enter upon the Property for the purpose of making inspections and tests specified in this Agreement. No destructive testing shall be conducted, however, without Seller's prior approval which shall not be unreasonably withheld. Following any such entry or work, unless otherwise directed in writing by Seller, Buyer shall return the Property to the condition it was in prior to such entry or work, including the recompaction or removal of any disrupted soil or material as Seller may reasonably direct. All such inspections and tests and any other work conducted or materials furnished with respect to the Property by or for Buyer shall be paid for by Buyer as and when due and Buyer shall indemnify, defend, protect and hold harmless Seller and the Property of and from any and all claims, liabilities, losses, expenses (including reasonable attorneys' fees), damages, including those for injury to person or property, arising out of or relating to any such work or materials or the acts or omissions of Buyer, its agents or employees in connection therewith.

15. Further Documents and Assurances.

The Parties shall each, diligently and in good faith, undertake all actions and procedures reasonably required to place the Escrow in condition for Closing as and when required by this Agreement. The Parties agree to provide all further information, and to execute and deliver all further documents, reasonably required by Escrow Holder or the Title Company.

16. Attorneys' Fees.

If any Party or Broker brings an action or proceeding (including arbitration) involving the Property whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees and costs. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "Prevailing Party" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred.

17. Prior Agreements/Amendments.

17.1 This Agreement supersedes any and all prior agreements between Seller and Buyer regarding the Property.

17.2 Amendments to this Agreement are effective only if made in writing and executed by Buyer and Seller.

18. Broker's Rights.

18.1 If this sale is not consummated due to the default of either the Buyer or Seller, the defaulting Party shall be liable to and shall pay to Brokers the Brokerage Fee that Brokers would have received had the sale been consummated. If Buyer is the defaulting party, payment of said Brokerage Fee is in addition to any obligation with respect to liquidated or other damages.

18.2 Upon the Closing, Brokers are authorized to publicize the facts of this transaction.

19. Notices.

19.1 Whenever any Party, Escrow Holder or Brokers herein shall desire to give or serve any notice, demand, request, approval, disapproval or other communication, each such communication shall be in writing and shall be delivered personally, by messenger, or by mail, postage prepaid, to the address set forth in this agreement or by facsimile transmission, electronic signature, digital signature, or email.

19.2 Service of any such communication shall be deemed made on the date of actual receipt if personally delivered, or transmitted by facsimile transmission, electronic signature, digital signature, or email. Any such communication sent by regular mail shall be deemed given 48 hours after the same is mailed. Communications sent by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed delivered 24 hours after delivery of the same to the Postal Service or courier. If such communication is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

19.3 Any Party or Broker hereto may from time to time, by notice in writing, designate a different address to which, or a different person or additional persons to whom, all communications are thereafter to be made.

20. Duration of Offer.

20.1 If this offer is not accepted by Seller on or before 5:00 P.M. according to the time standard applicable to the city of Oxnard, California on the date of August 25, 2023, it shall be deemed automatically revoked.

20.2 The acceptance of this offer, or of any subsequent counteroffer hereto, that creates an agreement between the Parties as described in paragraph 1.2, shall be deemed made upon delivery to the other Party or either Broker herein of a duly executed writing unconditionally accepting the last outstanding offer or counteroffer.

21. LIQUIDATED DAMAGES. (This Liquidated Damages paragraph is applicable only if initialed by both Parties).

THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX, PRIOR TO SIGNING THIS AGREEMENT, THE ACTUAL DAMAGES WHICH WOULD BE SUFFERED BY SELLER IF BUYER FAILS TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT. THEREFORE, IF, AFTER THE SATISFACTION OR WAIVER OF ALL CONTINGENCIES PROVIDED FOR THE BUYER'S BENEFIT, BUYER BREACHES THIS AGREEMENT, SELLER SHALL BE ENTITLED TO LIQUIDATED DAMAGES IN THE AMOUNT OF . UPON PAYMENT OF SAID SUM TO SELLER, BUYER SHALL BE RELEASED FROM ANY FURTHER LIABILITY TO SELLER, AND ANY ESCROW CANCELLATION FEES AND TITLE COMPANY CHARGES SHALL BE PAID BY SELLER.

Buyer's Initials

Seller's Initials

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22. **ARBITRATION OF DISPUTES.** (This Arbitration of Disputes paragraph is applicable only if initiated by both Parties.)

22.1 **ANY CONTROVERSY AS TO WHETHER SELLER IS ENTITLED TO LIQUIDATED DAMAGES AND/OR BUYER IS ENTITLED TO THE RETURN OF THE DEPOSIT SHALL BE DETERMINED BY BINDING ARBITRATION ADMINISTERED BY THE JUDICIAL ARBITRATION & MEDIATION SERVICES, INC. ("JAMS") IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES ("COMMERCIAL RULES").** ARBITRATION HEARINGS SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED. SUCH CONTROVERSY SHALL BE ARBITRATED BY A SINGLE ARBITRATOR, APPOINTED UNDER THE COMMERCIAL RULES WHO HAS HAD AT LEAST 5 YEARS OF EXPERIENCE IN THE TYPE OF REAL ESTATE THAT IS THE SUBJECT OF THIS AGREEMENT. THE ARBITRATOR SHALL HEAR AND DETERMINE SAID CONTROVERSY IN ACCORDANCE WITH APPLICABLE LAW OF THE JURISDICTION WHERE THE PROPERTY IS LOCATED, THE INTENTION OF THE PARTIES AS EXPRESSED IN THIS AGREEMENT AND ANY AMENDMENTS THERETO, AND UPON THE EVIDENCE PRODUCED AT AN ARBITRATION HEARING. PRE-ARBITRATION DISCOVERY SHALL BE PERMITTED IN ACCORDANCE WITH THE COMMERCIAL RULES OR STATE LAW APPLICABLE TO ARBITRATION PROCEEDINGS. THE ARBITRATOR SHALL RENDER AN AWARD WITHIN 30 DAYS AFTER THE CONCLUSION OF THE HEARING, WHICH MAY INCLUDE ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY PER PARAGRAPH 16 HEREOF AND SHALL BE ACCOMPANIED BY A REASONED OPINION. THE FAILURE OR REFUSAL OF A PARTY TO PAY SUCH PARTY'S REQUIRED SHARE OF THE DEPOSITS FOR ARBITRATOR COMPENSATION OR ADMINISTRATIVE CHARGES SHALL CONSTITUTE A WAIVER BY SUCH PARTY TO PRESENT EVIDENCE OR CROSS-EXAMINE WITNESSES, BUT SUCH WAIVER SHALL NOT ALLOW FOR A DEFAULT JUDGMENT AGAINST THE NON-PAYING PARTY IN THE ABSENCE OF EVIDENCE AND LEGAL ARGUMENT AS THE ARBITRATOR MAY REQUIRE FOR MAKING AN AWARD. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT OF COMPETENT JURISDICTION NOTWITHSTANDING THE FAILURE OF A PARTY DULY NOTIFIED OF THE ARBITRATION HEARING TO APPEAR THEREAT.

22.2 BUYER'S RESORT TO OR PARTICIPATION IN SUCH ARBITRATION PROCEEDINGS SHALL NOT BAR SUIT IN A COURT OF COMPETENT JURISDICTION BY THE BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE UNLESS AND UNTIL THE ARBITRATION RESULTS IN AN AWARD TO THE SELLER OF LIQUIDATED DAMAGES, IN WHICH EVENT SUCH AWARD SHALL ACT AS A BAR AGAINST ANY ACTION BY BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE.

22.3 **NOTICE:** BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

Buyer's Initials

Seller's Initials

23. Miscellaneous.

23.1 **Binding Effect.** Buyer and Seller both acknowledge that they have carefully read and reviewed this Agreement and each term and provision contained herein. In addition, this Agreement shall be binding on the Parties without regard to whether or not paragraphs 21 and 22 are initialed by both of the Parties. Paragraphs 21 and 22 are each incorporated into this Agreement only if initialed by both Parties at the time that the Agreement is executed. Signatures to this Agreement accomplished by means of electronic signature or similar technology shall be legal and binding.

23.2 **Applicable Law.** This Agreement shall be governed by, and paragraph 22.3 is amended to refer to, the laws of the state in which the Property is located. Any litigation or arbitration between the Parties hereto concerning this Agreement shall be initiated in the county in which the Property is located.

23.3 **Time of Essence.** Time is of the essence of this Agreement.

23.4 **Counterparts.** This Agreement may be executed by Buyer and Seller in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Escrow Holder, after verifying that the counterparts are identical except for the signatures, is authorized and instructed to combine the signed signature pages on one of the counterparts, which shall then constitute the Agreement.

23.5 **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

23.6 **Conflict.** Any conflict between the printed provisions of this Agreement and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions. **Seller and Buyer must initial any and all handwritten provisions.**

23.7 **1031 Exchange.** Both Seller and Buyer agree to cooperate with each other in the event that either or both wish to participate in a 1031 exchange. Any party initiating an exchange shall bear all costs of such exchange. The cooperating Party shall not have any liability (special or otherwise) for damages to the exchanging Party in the event that the sale is delayed and/or that the sale otherwise fails to qualify as a 1031 exchange.

23.8 **Days.** Unless otherwise specifically indicated to the contrary, the word "days" as used in this Agreement shall mean and refer to calendar days.

24. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

24.1 The Parties and Brokers agree that their relationship(s) shall be governed by the principles set forth in the applicable sections of the California Civil Code, as summarized in paragraph 24.2.

24.2 When entering into a discussion with a real estate agent regarding a real estate transaction, a Buyer or Seller should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Buyer and Seller acknowledge being advised by the Brokers in this transaction, as follows:

(a) **Seller's Agent.** A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or subagent has the following affirmative obligations: (1) *To the Seller:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller. (2) *To the Buyer and the Seller:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(b) **Buyer's Agent.** A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations. (1) *To the Buyer:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer. (2) *To the Buyer and the Seller:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to

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OFAL-15.30, Revised 10-13-2022

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Last Edited: 8/17/2023 1:29 PM

Page 8 of 11

disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(c) *Agent Representing Both Seller and Buyer.* A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. (1) In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Seller or the Buyer. b. Other duties to the Seller and the Buyer as stated above in their respective sections (a) or (b) of this paragraph 24.2. (2) In representing both Seller and Buyer, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including Seller's willingness to accept a price less than the listing price or Buyer's willingness to pay a price greater than the price offered. (3) The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. Buyer and Seller should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Buyer has the duty to exercise reasonable care to protect Buyer, including as to those facts about the Property which are known to Buyer or within Buyer's diligent attention and observation. Both Seller and Buyer should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(d) *Further Disclosures.* Throughout this transaction Buyer and Seller may receive more than one disclosure, depending upon the number of agents assisting in the transaction. Buyer and Seller should each read its contents each time it is presented, considering the relationship between them and the real estate agent in this transaction and that disclosure. Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal. This disclosure may be part of a listing agreement, buyer representation agreement or separate document. Buyer understands that Broker representing Buyer may also represent other potential buyers, who may consider, make offers on or ultimately acquire the Property. Seller understands that Broker representing Seller may also represent other sellers with competing properties that may be of interest to this Buyer. Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this transaction may be brought against Broker more than one year after the Date of Agreement and that the liability (including court costs and attorneys' fees), of any Broker with respect to any breach of duty, error or omission relating to this Agreement shall not exceed the fee received by such Broker pursuant to this Agreement; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

24.3 *Confidential Information.* Buyer and Seller agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

25. Construction of Agreement. In construing this Agreement, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Agreement. Whenever required by the context, the singular shall include the plural and vice versa. This Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

26. Contingency: This transaction is contingent upon the following contingencies:

- A. Buyer and Seller acknowledge they are both party in two separate sales transactions and each transaction is contingent upon the other closing concurrently, to complete the exchange. The subject properties are 131 E 7th Street, Oxnard, California and 418 W. 4th Street, Oxnard, California.
- B. City of Oxnard and Oxnard City Council approval of Agreement within forty-five (45) days from opening of escrow

26. Additional Provisions.

Additional provisions of this offer, if any, are as follows or are attached hereto by an addendum or addenda consisting of paragraphs _____ through _____ (If there are no additional provisions write "NONE".)

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS AGREEMENT OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS AGREEMENT.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PROPERTY. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PROPERTY, THE INTEGRITY AND CONDITION OF ANY STRUCTURES AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PROPERTY FOR BUYER'S INTENDED USE.

WARNING: IF THE PROPERTY IS LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THIS AGREEMENT MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED.

NOTE:

1. THIS FORM IS NOT FOR USE IN CONNECTION WITH THE SALE OF RESIDENTIAL PROPERTY.
2. IF EITHER PARTY IS A CORPORATION, IT IS RECOMMENDED THAT THIS AGREEMENT BE SIGNED BY TWO CORPORATE OFFICERS.

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OFAL-15.30, Revised 10-13-2022

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Page 9 of 11

The undersigned Buyer offers and agrees to buy the Property on the terms and conditions stated and acknowledges receipt of a copy hereof.

BROKER

CBRE, Inc.
Attn: Brian Hutcherson
Title: Western Regional Manager / Senior Vice President
Address: 4301 La Jolla Village Drive, Suite 3000, San Diego, CA 92122
Phone: 858-546-2639
Fax: _____
Email: brian.hutcherson@cbre.com
Federal ID No.: 95-2743174
Broker DRE License #: 00409987
Agent DRE License #: 02075144

Date: _____

BUYER

City of Oxnard, a municipal corporation
By: _____
Name Printed: Alexander Nguyen
Title: City Manager
Phone: _____
Fax: _____
Email: _____
By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____
Address: 300 West Third Street, 4th Floor, Oxnard, CA 93030
Federal ID No.: _____

27. Acceptance.

27.1 Seller accepts the foregoing offer to purchase the Property and hereby agrees to sell the Property to Buyer on the terms and conditions therein specified.

27.2 In consideration of real estate brokerage service rendered by Brokers, Seller agrees to pay Brokers a real estate Brokerage Fee in a sum equal to 0 % of the Purchase Price ~~to be divided between the Brokers as follows: Seller's Broker~~ _____ % and Buyer's Broker _____ %. This Agreement shall serve as an irrevocable instruction to Escrow Holder to pay such Brokerage Fee to Brokers out of the proceeds accruing to the account of Seller at the Closing.

27.3 Seller acknowledges receipt of a copy hereof and authorizes Brokers to deliver a signed copy to Buyer.

NOTE: A PROPERTY INFORMATION SHEET IS REQUIRED TO BE DELIVERED TO BUYER BY SELLER UNDER THIS AGREEMENT.

BROKER

CBRE, Inc.
Attn: Brian Hutcherson
Title: Western Regional Manager
Address: 4301 La Jolla Village Drive, Suite 3000, San Diego, CA 92122
Phone: 858-546-2639
Fax: _____
Email: brian.hutcherson@cbre.com
Federal ID No.: 95-2743174
Broker DRE License #: 00409987
Agent's DRE License #: 02075144

Date: _____

SELLER

Sonflow, LLC, a California limited liability company
By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____
By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____
Address: 701 Sonora Avenue, Suite 200, Glendale, CA 91201
Federal ID No.: _____

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Please note that the terms “Seller” and “Buyer” are defined by the CA Civil Code to include a lessor and lessee, respectively.

This form must be delivered before or concurrently with the signing of the purchase and sale contract (or lease). In lieu of this form, such confirmation may also be set forth in the purchase and sale contract (or lease).

REPRESENTATION CONFIRMATION

Date: August 17, 2023
 Seller/Lessor: Sonflow, LLC, a California limited liability company
 Buyer/Lessee: City of Oxnard, a municipal corporation
 Property Name: _____
 Street Address, City, State: 131 E. 7th Street, Oxnard, California
 Further described as: ±.20 acres of land

SELLER’S AGENT

CBRE, Inc., Lic 00409987 (Seller’s brokerage firm and license number) is the broker of (check one):
☐ the seller.
☒ both the buyer and seller (dual agent).

Brian Hutcherson, Lic 02075144 (individual agent and license number) is (check one):
☐ the Seller’s Agent (salesperson or broker associate).
☒ both the Buyer’s and Seller’s Agent (dual agent).

BUYER’S AGENT

CBRE, Inc., Lic 00409987 (Buyer’s brokerage firm and license number) is the broker of (check one):
☐ the buyer.
☒ both the buyer and seller (dual agent).

Brian Hutcherson, Lic 02075144 (individual agent and license number) is (check one):
☐ the Buyer’s Agent (salesperson or broker associate).
☒ both the Buyer’s and Seller’s Agent (dual agent).

CBRE, INC.
 Agent

City of Oxnard, a municipal corporation
 Buyer

 Salesperson or Broker Associate, if any (Signature) (Date)

 Buyer (Signature) (Date)

Brian Hutcherson
 Salesperson or Broker Associate, if any (Printed Name)

 Buyer (Printed Name)

Sonflow, LLC, a California limited liability company
 Seller

 Seller (Signature) (Date)

 Seller (Printed Name)

STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE

(Non-Residential)

Dated: August 15, 2023

1. Buyer.

1.1 Sonflow, LLC, a California limited liability company, ("Buyer") hereby offers to purchase the real property, hereinafter described, from the owner thereof ("Seller") (collectively, the "Parties" or individually, a "Party"), through an escrow ("Escrow") to close 30 or _____ days after the waiver or satisfaction of the Buyer's Contingencies, ("Expected Closing Date") to be held by Lawyer's Title Co. - Shirley Franks ("Escrow Holder") whose address is 2751 Park View Court, Suite 241, Oxnard, CA 93036, Phone No. 805-484-2701 x7375, Facsimile No. 818-394-4820 upon the terms and conditions set forth in this agreement ("Agreement"). Buyer shall have the right to assign Buyer's rights hereunder, but any such assignment shall not relieve Buyer of Buyer's obligations herein unless Seller expressly releases Buyer.

1.2 The term "Date of Agreement" as used herein shall be the date when by execution and delivery (as defined in paragraph 20.2) of this document or a subsequent counteroffer thereto, Buyer and Seller have reached agreement in writing whereby Seller agrees to sell, and Buyer agrees to purchase, the Property upon terms accepted by both Parties.

2. Property.

2.1 The real property ("Property") that is the subject of this offer consists of (insert a brief physical description) approximately 0.18 acres of land with a 5,990 square foot, one-story vacant building is located in the County of Ventura, is commonly known as (street address, city, state, zip) 418 W. 4th Street, Oxnard, CA 93030 and is legally described as: To be provided in escrow (APN: 202-0-085-190).

2.2 If the legal description of the Property is not complete or is inaccurate, this Agreement shall not be invalid and the legal description shall be completed or corrected to meet the requirements of Lawyers Title Company ("Title Company"), which shall issue the title policy hereinafter described.

2.3 The Property includes, at no additional cost to Buyer, the permanent improvements thereon, including those items which pursuant to applicable law are a part of the property, as well as the following items, if any, owned by Seller and at present located on the Property: electrical distribution systems (power panel, bus ducting, conduits, disconnects, lighting fixtures); telephone distribution systems (lines, jacks and connections only); space heaters; heating, ventilating, air conditioning equipment ("HVAC"); air lines; fire sprinkler systems; security and fire detection systems; carpets; window coverings; wall coverings; and None (collectively, the "Improvements").

2.4 The fire sprinkler monitor: ☐ is owned by Seller and included in the Purchase Price, ☐ is leased by Seller, and Buyer will need to negotiate a new lease with the fire monitoring company, ☐ ownership will be determined during Escrow, or ☒ there is no fire sprinkler monitor.

2.5 Except as provided in Paragraph 2.3, the Purchase Price does not include Seller's personal property, furniture and furnishings, ~~and~~ _____ all of which shall be removed by Seller prior to Closing.

3. Purchase Price.

3.1 The purchase price ("Purchase Price") to be paid by Buyer to Seller for the Property shall be \$400,000.00, payable as follows:
(Strike any not applicable)

(a) Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all cash transaction, the Purchase Price):

\$400,000.00

~~(b) Amount of "New Loan" as defined in paragraph 5.1, if any:~~

~~(c) Buyer shall take title to the Property subject to and/or assume the following existing deed(s) of trust ("Existing Deed(s) of Trust") securing the existing promissory note(s) ("Existing Note(s))":~~

~~(i) An Existing Note ("First Note") with an unpaid principal balance as of the Closing of approximately:~~

~~Said First Note is payable at _____ per month, including interest at the rate of _____ % per annum until paid (and/or the entire unpaid balance is due on _____).~~

~~(ii) An Existing Note ("Second Note") with an unpaid principal balance as of the Closing of approximately:~~

~~Said Second Note is payable at _____ per month, including interest at the rate of _____ % per annum until paid (and/or the entire unpaid balance is due on _____).~~

~~(d) Buyer shall give Seller a deed of trust ("Purchase Money Deed of Trust") on the property, to secure the promissory note of Buyer to Seller described in paragraph 6 ("Purchase Money Note") in the amount of:~~

Total Purchase Price: _____

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Page 1 of 11

3.2 If Buyer is taking title to the Property subject to, or assuming, an Existing Deed of Trust and such deed of trust permits the beneficiary to demand payment of fees including, but not limited to, points, processing fees, and appraisal fees as a condition to the transfer of the Property, Buyer agrees to pay such fees up to a maximum of 1.5% of the unpaid principal balance of the applicable Existing Note.

4. Deposits.

4.1 ☐ Buyer has delivered to Broker a check in the sum of _____, payable to Escrow Holder, to be delivered by Broker to Escrow Holder within 2 or _____ business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder, or ☒ within ~~2 or~~ 3 business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder. Buyer shall deliver to Escrow Holder a check ~~or wire transfer~~ in the sum of \$5,000.00. If said check ~~or wire transfer~~ is not received by Escrow Holder within said time period then Seller may elect to unilaterally terminate this transaction by giving written notice of such election to Escrow Holder whereupon neither Party shall have any further liability to the other under this Agreement. Should Buyer and Seller not enter into an agreement for purchase and sale, Buyer's check or funds shall, upon request by Buyer, be promptly returned to Buyer.

~~4.2 Additional deposits:~~

~~(a) Within 5 business days after the Date of Agreement, Buyer shall deposit with Escrow Holder the additional sum of _____ to be applied to the Purchase Price at the Closing.~~

~~(b) Within 5 business days after the contingencies discussed in paragraph 9.1 (a) through (m) are approved or waived, Buyer shall deposit with Escrow Holder the additional sum of _____ to be applied to the Purchase Price at the Closing.~~

~~(c) If an Additional Deposit is not received by Escrow Holder within the time period provided then Seller may notify Buyer, Escrow Holder, and Brokers, in writing that, unless the Additional Deposit is received by Escrow Holder within 2 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.~~

4.3 Escrow Holder shall deposit the funds deposited with it by Buyer pursuant to paragraphs 4.1 and 4.2 (collectively the "Deposit"), in a State or Federally chartered bank in an interest bearing account whose term is appropriate and consistent with the timing requirements of this transaction. The interest therefrom shall accrue to the benefit of Buyer, who hereby acknowledges that there may be penalties or interest forfeitures if the applicable instrument is redeemed prior to its specified maturity. Buyer's Federal Tax Identification Number is _____. NOTE: Such interest bearing account cannot be opened until Buyer's Federal Tax Identification Number is provided.

4.4 Notwithstanding the foregoing, within 5 days after Escrow Holder receives the monies described in paragraph 4.1 above, Escrow Holder shall release \$100 of said monies to Seller as and for independent consideration for Seller's execution of this Agreement and the granting of the contingency period to Buyer as herein provided. Such independent consideration is non-refundable to Buyer but shall be credited to the Purchase Price in the event that the purchase of the Property is completed.

4.5 Upon waiver of all of Buyer's contingencies the Deposit shall become non-refundable but applicable to the Purchase Price except in the event of a Seller breach, or in the event that the Escrow is terminated pursuant to the provisions of Paragraph 9.1(n) (Destruction, Damage or Loss) or 9.1(o) (Material Change).

~~5. Financing Contingency. (Strike if not applicable)~~

~~5.1 This offer is contingent upon Buyer obtaining from an insurance company, financial institution or other lender, a commitment to lend to Buyer a sum equal to at least _____ % of the Purchase Price, on terms acceptable to Buyer. Such loan ("New Loan") shall be secured by a first deed of trust or mortgage on the Property. If this Agreement provides for Seller to carry back junior financing, then Seller shall have the right to approve the terms of the New Loan. Seller shall have 7 days following receipt of the commitment setting forth the proposed terms of the New Loan to approve or disapprove of such proposed terms. If Seller fails to notify Escrow Holder, in writing, of the disapproval within said 7 days it shall be conclusively presumed that Seller has approved the terms of the New Loan.~~

~~5.2 If Buyer shall fail to notify its Broker, Escrow Holder and Seller in writing within _____ days following the Date of Agreement, that the New Loan has not been obtained, it shall be conclusively presumed that Buyer has either obtained said New Loan or has waived this New Loan contingency.~~

~~5.3 If Buyer shall notify its Broker, Escrow Holder and Seller, in writing, within the time specified in paragraph 5.2 hereof, that Buyer has not obtained said New Loan, this Agreement shall be terminated, and Buyer shall be entitled to the prompt return of the Deposit, plus any interest earned thereon, less only Escrow Holder and Title Company cancellation fees and costs, which Buyer shall pay.~~

~~6. Seller Financing. (Purchase Money Note). (Strike if not applicable)~~

~~6.1 If Seller approves Buyer's financials (see paragraph 6.5) the Purchase Money Note shall provide for interest on unpaid principal at the rate of _____ % per annum, with principal and interest paid as follows: _____. The Purchase Money Note and Purchase Money Deed of Trust shall be on the current forms commonly used by Escrow Holder, and be junior and subordinate only to the Existing Note(s) and/or the New Loan expressly called for by this Agreement.~~

~~6.2 The Purchase Money Note and/or the Purchase Money Deed of Trust shall contain provisions regarding the following (see also paragraph 10.3 (b)):~~

~~(a) Prepayment. Principal may be prepaid in whole or in part at any time without penalty, at the option of the Buyer.~~

~~(b) Late Charge. A late charge of 6% shall be payable with respect to any payment of principal, interest, or other charges, not made within 10 days after it is due.~~

~~(c) Due On Sale. In the event the Buyer sells or transfers title to the Property or any portion thereof, then the Seller may, at Seller's option, require the entire unpaid balance of said Note to be paid in full.~~

~~6.3 If the Purchase Money Deed of Trust is to be subordinate to other financing, Escrow Holder shall, at Buyer's expense prepare and record on Seller's behalf a request for notice of default and/or sale with regard to each mortgage or deed of trust to which it will be subordinate.~~

~~6.4 WARNING: CALIFORNIA LAW DOES NOT ALLOW DEFICIENCY JUDGEMENTS ON SELLER FINANCING. IF BUYER ULTIMATELY DEFAULTS ON THE LOAN, SELLER'S SOLE REMEDY IS TO FORECLOSE ON THE PROPERTY.~~

~~6.5 Seller's obligation to provide financing is contingent upon Seller's reasonable approval of Buyer's financial condition. Buyer to provide a current financial statement and copies of its Federal tax returns for the last 3 years to Seller within 10 days following the Date of Agreement. Seller has 10 days following receipt of such documentation to satisfy itself with regard to Buyer's financial condition and to notify Escrow Holder as to whether or not Buyer's financial condition is acceptable. If Seller fails to notify Escrow Holder, in writing, of the disapproval of this contingency within said time period, it shall be conclusively presumed that Seller has approved Buyer's financial condition. If Seller is not satisfied with Buyer's financial condition or if Buyer fails to deliver the required documentation then Seller may notify Escrow Holder in writing that Seller Financing will not be available, and Buyer shall have the option, within 10 days of the receipt of such notice, to either terminate this transaction or to purchase the Property without Seller financing. If Buyer fails to notify Escrow Holder within said time period of its election to terminate this transaction then Buyer shall be conclusively presumed to have elected to purchase the Property without Seller financing. If Buyer elects to terminate,~~

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OFA-20.30, Revised 10-13-2022

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Last Edited: 8/17/2023 1:28 PM

Page 2 of 11

~~Buyer's Deposit shall be refunded less Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation.~~

7. Real Estate Brokers.

7.1 Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this transaction with the following real estate broker(s) ("**Brokers**") and/or their agents ("Agent(s)"):

Seller's Brokerage Firm CBRE, Inc. License No. 00409987 is the broker of (check one): ☐ the Seller; or ☒ both the Buyer and Seller (dual agent).

Seller's Agent Brian Hutcherson License No. 02075144 is (check one): ☐ the Seller's Agent (salesperson or broker associate); or ☒ both the Seller's Agent and the Buyer's Agent (dual agent).

Buyer's Brokerage Firm CBRE, Inc. License No. 00409987 is the broker of (check one): ☐ the Buyer; or ☒ both the Buyer and Seller (dual agent).

Buyer's Agent Brian Hutcherson License No. 02075144 is (check one): ☐ the Buyer's Agent (salesperson or broker associate); or ☒ both the Buyer's Agent and the Seller's Agent (dual agent).

The Parties acknowledge that other than the Brokers and Agents listed above, there are no other brokers or agents representing the Parties or due any fees and/or commissions under this Agreement. Buyer shall use the services of Buyer's Broker exclusively in connection with any and all negotiations and offers with respect to the Property for a period of 1 year from the date inserted for reference purposes at the top of page 1.

7.2 Buyer and Seller each represent and warrant to the other that he/she/it has had no dealings with any person, firm, broker, agent or finder in connection with the negotiation of this Agreement and/or the consummation of the purchase and sale contemplated herein, other than the Brokers and Agents named in paragraph 7.1, and no broker, agent or other person, firm or entity, other than said Brokers and Agents is/are entitled to any commission or finder's fee in connection with this transaction as the result of any dealings or acts of such Party. Buyer and Seller do each hereby agree to indemnify, defend, protect and hold the other harmless from and against any costs, expenses or liability for compensation, commission or charges which may be claimed by any broker, agent, finder or other similar party, other than said named Brokers and Agents by reason of any dealings or act of the indemnifying Party.

8. Escrow and Closing.

8.1 Upon acceptance hereof by Seller, this Agreement, including any counteroffers incorporated herein by the Parties, shall constitute not only the agreement of purchase and sale between Buyer and Seller, but also instructions to Escrow Holder for the consummation of the Agreement through the Escrow. Escrow Holder shall not prepare any further escrow instructions restating or amending the Agreement unless specifically so instructed by the Parties or a Broker herein. Subject to the reasonable approval of the Parties, Escrow Holder may, however, include its standard general escrow provisions. In the event that there is any conflict between the provisions of the Agreement and the provisions of any additional escrow instructions the provisions of the Agreement shall prevail as to the Parties and the Escrow Holder.

8.2 As soon as practical after the receipt of this Agreement and any relevant counteroffers, Escrow Holder shall ascertain the Date of Agreement as defined in paragraphs 1.2 and 20.2 and advise the Parties and Brokers, in writing, of the date ascertained.

8.3 Escrow Holder is hereby authorized and instructed to conduct the Escrow in accordance with this Agreement, applicable law and custom and practice of the community in which Escrow Holder is located, including any reporting requirements of the Internal Revenue Code. In the event of a conflict between the law of the state where the Property is located and the law of the state where the Escrow Holder is located, the law of the state where the Property is located shall prevail.

8.4 Subject to satisfaction of the contingencies herein described, Escrow Holder shall close this escrow (the "**Closing**") by recording a general warranty deed (a grant deed in California) and the other documents required to be recorded, and by disbursing the funds and documents in accordance with this Agreement.

8.5 Buyer and Seller shall each pay one-half of the Escrow Holder's charges and Seller shall pay the usual recording fees and any required documentary transfer taxes. Seller shall pay the premium for a standard coverage owner's or joint protection policy of title insurance. (See also paragraph 11.)

8.6 Escrow Holder shall verify that all of Buyer's contingencies have been satisfied or waived prior to Closing. The matters contained in paragraphs 9.1 subparagraphs (b), (c), (d), (e), (g), (i), (n), and (o), 9.4, 12, 13, 14, 16, 18, 20, 21, 22, and 24 are, however, matters of agreement between the Parties only and are not instructions to Escrow Holder.

8.7 If this transaction is terminated for non-satisfaction and non-waiver of a Buyer's Contingency, as defined in paragraph 9.2 or disapproval of any other matter subject to Buyer's approval, then neither of the Parties shall thereafter have any liability to the other under this Agreement, except to the extent of a breach of any affirmative covenant or warranty in this Agreement. In the event of such termination, Buyer shall, subject to the provisions of paragraph 8.10, be promptly refunded all funds deposited by Buyer with Escrow Holder, less only the \$100 provided for in paragraph 4.4 and the Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation. If this transaction is terminated as a result of Seller's breach of this Agreement then Seller shall pay the Title Company and Escrow Holder cancellation fees and costs.

8.8 The Closing shall occur on the Expected Closing Date, or as soon thereafter as the Escrow is in condition for Closing; provided, however, that if the Closing does not occur by the Expected Closing Date and said Date is not extended by mutual instructions of the Parties, a Party not then in default under this Agreement may notify the other Party, Escrow Holder, and Brokers, in writing that, unless the Closing occurs within 5 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.

8.9 Except as otherwise provided herein, the termination of Escrow shall not relieve or release either Party from any obligation to pay Escrow Holder's fees and costs or constitute a waiver, release or discharge of any breach or default that has occurred in the performance of the obligations, agreements, covenants or warranties contained therein.

8.10 If this Escrow is terminated for any reason other than Seller's breach or default, then as a condition to the return of Buyer's deposit, Buyer shall within 5 days after written request deliver to Seller, at no charge, copies of all surveys, engineering studies, soil reports, maps, master plans, feasibility studies and other similar items prepared by or for Buyer that pertain to the Property.

9. Contingencies to Closing.

9.1 IF, BEFORE EXPIRATION OF THE APPLICABLE TIME, BUYER FAILS TO PROVIDE ESCROW HOLDER WRITTEN NOTICE OF BUYER'S DISAPPROVAL OF ANY OF BUYER'S CONTINGENCIES OR ANY OTHER MATTER THAT IS SUBJECT TO BUYER'S APPROVAL IN THIS AGREEMENT, THEN BUYER SHALL BE CONCLUSIVELY DEEMED TO HAVE SATISFIED SUCH BUYER'S CONTINGENCIES AND/OR APPROVED OF SUCH OTHER MATTERS. If a number of days is completed in any of the optional spaces in subparagraphs 9.1 (a) through (m), then such number shall apply and override the pre-printed number, even if the pre-printed number is not stricken. The Closing of this transaction is contingent upon the satisfaction or waiver of the following contingencies:

(a) *Disclosure.* Seller shall make to Buyer, through Escrow, all of the applicable disclosures required by law (See AIR CRE ("**AIR**") standard form entitled "**Seller's**

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OFA-20.30, Revised 10-13-2022

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Page 3 of 11

Mandatory Disclosure Statement") and provide Buyer with a completed Property Information Sheet ("**Property Information Sheet**") concerning the Property, duly executed by or on behalf of Seller in the current form or equivalent to that published by the AIR within 10 ~~or~~ _____ days following **opening of Escrow**~~the Date of Agreement~~. Buyer has 10 days from the receipt of said disclosures to approve or disapprove the matters disclosed.

(b) *Physical Inspection*. Buyer has ~~45~~ 10 ~~or~~ _____ days following the receipt of the Property Information Sheet or the **Date of Agreement**~~opening of Escrow~~, whichever is later, to satisfy itself with regard to the physical aspects and size of the Property.

(c) *Hazardous Substance Conditions Report*. Buyer has ~~30~~ 45 ~~or~~ _____ days following the receipt of the Property Information Sheet or the **Date of Agreement**~~opening of Escrow~~, whichever is later, to satisfy itself with regard to the environmental aspects of the Property. Seller recommends that Buyer obtain a Hazardous Substance Conditions Report concerning the Property and relevant adjoining properties. Any such report shall be paid for by Buyer. A "**Hazardous Substance**" for purposes of this Agreement is defined as any substance whose nature and/or quantity of existence, use, manufacture, disposal or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare. A "**Hazardous Substance Condition**" for purposes of this Agreement is defined as the existence on, under or relevantly adjacent to the Property of a Hazardous Substance that would require remediation and/or removal under applicable Federal, state or local law.

(d) *Soil Inspection*. Buyer has ~~30~~ 45 ~~or~~ _____ days following the receipt of the Property Information Sheet or the **Date of Agreement**~~opening of Escrow~~, whichever is later, to satisfy itself with regard to the condition of the soils on the Property. Seller recommends that Buyer obtain a soil test report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any soils report that Seller may have within 10 days following the **Date of Agreement**~~opening of Escrow~~. **Buyer, at Buyer's sole cost, shall perform a Phase I and a Property Condition Assessment on the property.**

(e) *Governmental Approvals*. Buyer has ~~30~~ 45 ~~or~~ _____ days following the **Date of Agreement**~~opening of Escrow~~ to satisfy itself with regard to approvals and permits from governmental agencies or departments which have or may have jurisdiction over the Property and which Buyer deems necessary or desirable in connection with its intended use of the Property, including, but not limited to, permits and approvals required with respect to zoning, planning, building and safety, fire, police, handicapped and Americans with Disabilities Act requirements, transportation and environmental matters.

(f) *Conditions of Title*. Escrow Holder shall cause a current commitment for title insurance ("**Title Commitment**") concerning the Property issued by the Title Company, as well as legible copies of all documents referred to in the Title Commitment ("**Underlying Documents**"), and a scaled and dimensioned plot showing the location of any easements to be delivered to Buyer within 10 ~~or~~ _____ days following the **Date of Agreement**~~opening of Escrow~~. Buyer has 10 days from the receipt of the Title Commitment, the Underlying Documents and the plot plan to satisfy itself with regard to the condition of title. The disapproval by Buyer of any monetary encumbrance, which by the terms of this Agreement is not to remain against the Property after the Closing, shall not be considered a failure of this contingency, as Seller shall have the obligation, at Seller's expense, to satisfy and remove such disapproved monetary encumbrance at or before the Closing.

(g) *Survey*. Buyer has ~~30~~ 45 ~~or~~ _____ days following the receipt of the Title Commitment and Underlying Documents to satisfy itself with regard to any ALTA title supplement based upon a survey prepared to American Land Title Association ("**ALTA**") standards for an owner's policy by a licensed surveyor, showing the legal description and boundary lines of the Property, any easements of record, and any improvements, poles, structures and things located within 10 feet of either side of the Property boundary lines. Any such survey shall be prepared at Buyer's direction and expense. If Buyer has obtained a survey and approved the ALTA title supplement, Buyer may elect within the period allowed for Buyer's approval of a survey to have an ALTA extended coverage owner's form of title policy, in which event Buyer shall pay any additional premium attributable thereto.

(h) *Existing Leases and Tenancy Statements*. Seller shall within 10 ~~or~~ _____ days following the **Date of Agreement** **opening of Escrow** provide both Buyer and Escrow Holder with legible copies of all leases, subleases or rental arrangements (collectively, "**Existing Leases**") affecting the Property, and with a tenancy statement ("**Estoppel Certificate**") in the latest form or equivalent to that published by the AIR, executed by Seller and/or each tenant and subtenant of the Property. Seller shall use its best efforts to have each tenant complete and execute an Estoppel Certificate. If any tenant fails or refuses to provide an Estoppel Certificate then Seller shall complete and execute an Estoppel Certificate for that tenancy. Buyer has 10 days from the receipt of said Existing Leases and Estoppel Certificates to satisfy itself with regard to the Existing Leases and any other tenancy issues.

(i) *Owner's Association*. Seller shall within 10 ~~or~~ _____ days following the **Date of Agreement**~~opening of Escrow~~ provide Buyer with a statement and transfer package from any owner's association servicing the Property. Such transfer package shall at a minimum include: copies of the association's bylaws, articles of incorporation, current budget and financial statement. Buyer has 10 days from the receipt of such documents to satisfy itself with regard to the association.

(j) *Other Agreements*. Seller shall within 10 ~~or~~ _____ days following the **Date of Agreement**~~opening of Escrow~~ provide Buyer with legible copies of all other agreements ("**Other Agreements**") known to Seller that will affect the Property after Closing. Buyer has 10 days from the receipt of said Other Agreements to satisfy itself with regard to such Agreements.

~~(k) *Financing*. If paragraph 5 hereof dealing with a financing contingency has not been stricken, the satisfaction or waiver of such New Loan contingency.~~

~~(l) *Existing Notes*. If paragraph 3.1(c) has not been stricken, Seller shall within 10 ~~or~~ _____ days following the Date of Agreement provide Buyer with legible copies of the Existing Notes, Existing Deeds of Trust and related agreements (collectively, "**Loan Documents**") to which the Property will remain subject after the Closing. Escrow Holder shall promptly request from the holders of the Existing Notes a beneficiary statement ("**Beneficiary Statement**") confirming: (1) the amount of the unpaid principal balance, the current interest rate, and the date to which interest is paid, and (2) the nature and amount of any impounds held by the beneficiary in connection with such loan. Buyer has 10 ~~or~~ _____ days following the receipt of the Loan Documents and Beneficiary Statements to satisfy itself with regard to such financing. Buyer's obligation to close is conditioned upon Buyer being able to purchase the Property without acceleration or change in the terms of any Existing Notes or charges to Buyer except as otherwise provided in this Agreement or approved by Buyer, provided, however, Buyer shall pay the transfer fee referred to in paragraph 3.2 hereof. Likewise if Seller is to carry back a Purchase Money Note then Seller shall within 10 ~~or~~ _____ days following the Date of Agreement provide Buyer with a copy of the proposed Purchase Money Note and Purchase Money Deed of Trust. Buyer has 10 ~~or~~ _____ days following the receipt of such documents to satisfy itself with regard to the form and content thereof.~~

(m) *Personal Property*. In the event that any personal property is included in the Purchase Price, Buyer has 10 ~~or~~ _____ days following the **Date of Agreement**~~opening of Escrow~~ to satisfy itself with regard to the title condition of such personal property. Seller recommends that Buyer obtain a UCC-1 report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any liens or encumbrances affecting such personal property that it is aware of

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OFA-20.30, Revised 10-13-2022

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Page 4 of 11

within 10 or _____ days following the **Date of Agreement** **opening of Escrow.**

(n) **Destruction, Damage or Loss.** Subsequent to the Date of Agreement and prior to Closing there shall not have occurred a destruction of, or damage or loss to, the Property or any portion thereof, from any cause whatsoever, which would cost more than \$10,000.00 to repair or cure. If the cost of repair or cure is \$10,000.00 or less, Seller shall repair or cure the loss prior to the Closing. Buyer shall have the option, within 10 days after receipt of written notice of a loss costing more than \$10,000.00 to repair or cure, to either terminate this Agreement or to purchase the Property notwithstanding such loss, but without deduction or offset against the Purchase Price. If the cost to repair or cure is more than \$10,000.00, and Buyer does not elect to terminate this Agreement, Buyer shall be entitled to any insurance proceeds applicable to such loss. Unless otherwise notified in writing, Escrow Holder shall assume no such destruction, damage or loss has occurred prior to Closing.

(o) **Material Change.** Buyer shall have 10 days following receipt of written notice of a Material Change within which to satisfy itself with regard to such change. "**Material Change**" shall mean a substantial adverse change in the use, occupancy, tenants, title, or condition of the Property that occurs after the date of this offer and prior to the Closing. Unless otherwise notified in writing, Escrow Holder shall assume that no Material Change has occurred prior to the Closing.

(p) **Seller Performance.** The delivery of all documents and the due performance by Seller of each and every undertaking and agreement to be performed by Seller under this Agreement.

(q) **Brokerage Fee.** Payment at the Closing of such brokerage fee as is specified in this Agreement or later written instructions to Escrow Holder executed by Seller and Brokers ("**Brokerage Fee**"). It is agreed by the Parties and Escrow Holder that Brokers are a third party beneficiary of this Agreement insofar as the Brokerage Fee is concerned, and that no change shall be made with respect to the payment of the Brokerage Fee specified in this Agreement, without the written consent of Brokers.

9.2 The contingencies specified in subparagraphs 9.1(a) through (m) are for the benefit of, and may be waived by, Buyer, and are referred to collectively as "**Buyer's Contingencies**" and individually as a "**Buyer's Contingency**."

9.3 Buyer's timely and written disapproval or conditional approval of a Buyer's Contingency or any other matter that is subject to Buyer's approval in this Agreement shall constitute disapproval thereof ("**Disapproved Item(s)**"). Concurrent with notice of a Disapproved Item, Buyer may make a request to Seller regarding such Disapproved Item ("**Buyer's Request**"). If Buyer fails to make a timely and written Buyer's Request, then this Agreement shall terminate due to the non-satisfaction and non-waiver of a contingency. Seller may respond to a Buyer's Request within 10 days following Seller's receipt thereof ("**Seller's Response**"). Seller's acceptance of a Buyer's Request shall amend this Agreement accordingly. If Seller fails to provide a timely and written Seller's Response, then Seller's Response shall be deemed to be a rejection of Buyer's Request. Buyer may, within 10 days following the earlier of Buyer's receipt of a Seller's Response (which is not an acceptance of Buyer's Request) or the date of Seller's deemed rejection of a Buyer's Request ("**Buyer's Reply Period**"), reply to a Seller's Response ("**Buyer's Reply**") and elect to (i) terminate this Agreement due to the non-satisfaction and non-waiver of the applicable contingency, (ii) accept the Seller's Response in which event this Agreement shall be amended accordingly, or (iii) withdraw Buyer's Request and waive the Disapproved Item in which event Buyer shall accept the Property subject to the Disapproved Item. If Buyer fails to provide a timely and written Buyer's Reply, then Buyer shall be deemed to have elected to terminate this Agreement as of the end of the Buyer's Reply Period. The date Buyer accepts a Seller's Response or withdraws a Buyer's Request and waives a Disapproved Item shall be the date of Buyer's approval of the Disapproved Item. A Party shall provide to Escrow Holder copy of all notices of a Disapproved Item, Buyer's Request, Seller's Response and Buyer's Reply and Escrow Holder shall promptly provide copies thereof to the other Party. Unless the Parties in writing agree otherwise, if the Expected Closing Date is a specific calendar date and a Buyer's Reply Period expires after such specific calendar date, then notwithstanding paragraph 1.1, the Expected Closing Date shall be extended to be 3 business days after the earlier of the date Buyer withdraws a Buyer's Request and waives the applicable Disapproved Item or Buyer accepts the applicable Seller's Response.

9.4 The Parties acknowledge that extensive local, state and Federal legislation establish broad liability upon owners and/or users of real property for the investigation and remediation of Hazardous Substances. The determination of the existence of a Hazardous Substance Condition and the evaluation of the impact of such a condition are highly technical and beyond the expertise of Brokers. The Parties acknowledge that they have been advised by Brokers to consult their own technical and legal experts with respect to the possible presence of Hazardous Substances on the Property or adjoining properties, and Buyer and Seller are not relying upon any investigation by or statement of Brokers with respect thereto. The Parties hereby assume all responsibility for the impact of such Hazardous Substances upon their respective interests herein.

10. Documents and Other Items Required at or Before Closing.

10.1 Five days prior to the Closing date Escrow Holder shall obtain an updated Title Commitment concerning the Property from the Title Company and provide copies thereof to each of the Parties.

10.2 Seller shall deliver to Escrow Holder in time for delivery to Buyer at the Closing:

- (a) Grant or general warranty deed, duly executed and in recordable form, conveying fee title to the Property to Buyer.
- (b) If applicable, the Beneficiary Statements concerning Existing Note(s).
- (c) If applicable, the Existing Leases and Other Agreements together with duly executed assignments thereof by Seller and Buyer. The assignment of Existing Leases shall be on the most recent Assignment and Assumption of Lessor's Interest in Lease form published by the AIR or its equivalent.
- (d) An affidavit executed by Seller to the effect that Seller is not a "foreign person" within the meaning of Internal Revenue Code Section 1445 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Internal Revenue Service such sum as is required by applicable Federal law with respect to purchases from foreign sellers.

(e) If the Property is located in California, an affidavit executed by Seller to the effect that Seller is not a "nonresident" within the meaning of California Revenue and Tax Code Section 18662 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Franchise Tax Board such sum as is required by such statute.

(f) If applicable, a bill of sale, duly executed, conveying title to any included personal property to Buyer.

(g) If the Seller is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the sale of the Property.

10.3 Buyer shall deliver to Seller through Escrow:

(a) The cash portion of the Purchase Price and such additional sums as are required of Buyer under this Agreement shall be deposited by Buyer with Escrow Holder, by federal funds wire transfer, or any other method acceptable to Escrow Holder in immediately collectable funds, no later than 2:00 P.M. on the business day prior to the Expected Closing Date provided, however, that Buyer shall not be required to deposit such monies into Escrow if at the time set for the deposit of such monies Seller is in default or has indicated that it will not perform any of its obligations hereunder. Instead, in such circumstances in order to reserve its rights to proceed Buyer need only provide Escrow with evidence establishing that the required monies were available.

(b) If a Purchase Money Note and Purchase Money Deed of Trust are called for by this Agreement, the duly executed originals of those documents, the Purchase Money Deed of Trust being in recordable form, together with evidence of fire insurance on the improvements in the amount of the full replacement cost

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OFA-20.30, Revised 10-13-2022

INITIALS

Last Edited: 8/17/2023 1:28 PM

Page 5 of 11

naming Seller as a mortgage loss payee, and a real estate tax service contract (at Buyer's expense), assuring Seller of notice of the status of payment of real property taxes during the life of the Purchase Money Note.

- (c) The Assignment and Assumption of Lessor's Interest in Lease form specified in paragraph 10.2(c) above, duly executed by Buyer.
- (d) Assumptions duly executed by Buyer of the obligations of Seller that accrue after Closing under any Other Agreements.
- (e) If applicable, a written assumption duly executed by Buyer of the loan documents with respect to Existing Notes.
- (f) If the Buyer is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the purchase of the Property.

10.4 At Closing, Escrow Holder shall cause to be issued to Buyer a standard coverage (or ALTA extended, if elected pursuant to 9.1(g)) owner's form policy of title insurance effective as of the Closing, issued by the Title Company in the full amount of the Purchase Price, insuring title to the Property vested in Buyer, subject only to the exceptions approved by Buyer. In the event there is a Purchase Money Deed of Trust in this transaction, the policy of title insurance shall be a joint protection policy insuring both Buyer and Seller.

IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.

11. Prorations and Adjustments.

11.1 *Taxes.* Applicable real property taxes and special assessment bonds shall be prorated through Escrow as of the date of the Closing, based upon the latest tax bill available. The Parties agree to prorate as of the Closing any taxes assessed against the Property by supplemental bill levied by reason of events occurring prior to the Closing. Payment of the prorated amount shall be made promptly in cash upon receipt of a copy of any supplemental bill.

11.2 *Insurance.* **WARNING:** Any insurance which Seller may have maintained will terminate on the Closing. Buyer is advised to obtain appropriate insurance to cover the Property.

11.3 *Rentals, Interest and Expenses.* Scheduled rentals, interest on Existing Notes, utilities, and operating expenses shall be prorated as of the date of Closing. The Parties agree to promptly adjust between themselves outside of Escrow any rents received after the Closing.

11.4 *Security Deposit.* Security Deposits held by Seller shall be given to Buyer as a credit to the cash required of Buyer at the Closing.

11.5 *Post Closing Matters.* Any item to be prorated that is not determined or determinable at the Closing shall be promptly adjusted by the Parties by appropriate cash payment outside of the Escrow when the amount due is determined.

11.6 *Variations in Existing Note Balances.* In the event that Buyer is purchasing the Property subject to an Existing Deed of Trust(s), and in the event that a Beneficiary Statement as to the applicable Existing Note(s) discloses that the unpaid principal balance of such Existing Note(s) at the closing will be more or less than the amount set forth in paragraph 3.1(c) hereof ("**Existing Note Variation**"), then the Purchase Money Note(s) shall be reduced or increased by an amount equal to such Existing Note Variation. If there is to be no Purchase Money Note, the cash required at the Closing per paragraph 3.1(a) shall be reduced or increased by the amount of such Existing Note Variation.

11.7 *Variations in New Loan Balance.* In the event Buyer is obtaining a New Loan and the amount ultimately obtained exceeds the amount set forth in paragraph 5.1, then the amount of the Purchase Money Note, if any, shall be reduced by the amount of such excess.

11.8 *Owner's Association Fees.* Escrow Holder shall: (i) bring Seller's account with the association current and pay any delinquencies or transfer fees from Seller's proceeds, and (ii) pay any up front fees required by the association from Buyer's funds.

12. Representations and Warranties of Seller and Disclaimers.

12.1 Seller's warranties and representations shall survive the Closing and delivery of the deed for a period of 3 years, and any lawsuit or action based upon them must be commenced within such time period. Seller's warranties and representations are true, material and relied upon by Buyer and Brokers in all respects. Seller hereby makes the following warranties and representations to Buyer and Brokers:

(a) *Authority of Seller.* Seller is the owner of the Property and/or has the full right, power and authority to sell, convey and transfer the Property to Buyer as provided herein, and to perform Seller's obligations hereunder.

(b) *Maintenance During Escrow and Equipment Condition At Closing.* Except as otherwise provided in paragraph 9.1(n) hereof, Seller shall maintain the Property until the Closing in its present condition, ordinary wear and tear excepted.

(c) *Hazardous Substances/Storage Tanks.* Seller has no knowledge, except as otherwise disclosed to Buyer in writing, of the existence or prior existence on the Property of any Hazardous Substance, nor of the existence or prior existence of any above or below ground storage tank.

(d) *Compliance.* Except as otherwise disclosed in writing, Seller has no knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unfulfilled order or directive of any applicable governmental agency or casualty insurance company requiring any investigation, remediation, repair, maintenance or improvement be performed on the Property.

(e) *Changes in Agreements.* Prior to the Closing, Seller will not violate or modify any Existing Lease or Other Agreement, or create any new leases or other agreements affecting the Property, without Buyer's written approval, which approval will not be unreasonably withheld.

(f) *Possessory Rights.* Seller has no knowledge that anyone will, at the Closing, have any right to possession of the Property, except as disclosed by this Agreement or otherwise in writing to Buyer.

(g) *Mechanics' Liens.* There are no unsatisfied mechanics' or materialmen's lien rights concerning the Property.

(h) *Actions, Suits or Proceedings.* Seller has no knowledge of any actions, suits or proceedings pending or threatened before any commission, board, bureau, agency, arbitrator, court or tribunal that would affect the Property or the right to occupy or utilize same.

(i) *Notice of Changes.* Seller will promptly notify Buyer and Brokers in writing of any Material Change (see paragraph 9.1(o)) affecting the Property that becomes known to Seller prior to the Closing.

(j) *No Tenant Bankruptcy Proceedings.* Seller has no notice or knowledge that any tenant of the Property is the subject of a bankruptcy or insolvency proceeding.

(k) *No Seller Bankruptcy Proceedings.* Seller is not the subject of a bankruptcy, insolvency or probate proceeding.

(l) *Personal Property.* Seller has no knowledge that anyone will, at the Closing, have any right to possession of any personal property included in the Purchase Price nor knowledge of any liens or encumbrances affecting such personal property, except as disclosed by this Agreement or otherwise in writing to Buyer.

12.2 Buyer hereby acknowledges that, except as otherwise stated in this Agreement, Buyer is purchasing the Property in its existing condition and will, by the time called for herein, make or have waived all inspections of the Property Buyer believes are necessary to protect its own interest in, and its contemplated use of, the Property. The Parties acknowledge that, except as otherwise stated in this Agreement, no representations, inducements, promises, agreements, assurances, oral or written, concerning the Property, or any aspect of the occupational safety and health laws, Hazardous Substance laws, or any other act, ordinance or law, have been made by either Party or Brokers, or relied upon by either Party hereto.

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OFA-20.30, Revised 10-13-2022

INITIALS

Last Edited: 8/17/2023 1:28 PM

Page 6 of 11

12.3 In the event that Buyer learns that a Seller representation or warranty might be untrue prior to the Closing, and Buyer elects to purchase the Property anyway then, and in that event, Buyer waives any right that it may have to bring an action or proceeding against Seller or Brokers regarding said representation or warranty.

12.4 Any environmental reports, soils reports, surveys, and other similar documents which were prepared by third party consultants and provided to Buyer by Seller or Seller's representatives, have been delivered as an accommodation to Buyer and without any representation or warranty as to the sufficiency, accuracy, completeness, and/or validity of said documents, all of which Buyer relies on at its own risk. Seller believes said documents to be accurate, but Buyer is advised to retain appropriate consultants to review said documents and investigate the Property.

13. Possession.

Possession of the Property shall be given to Buyer at the Closing subject to the rights of tenants under Existing Leases.

14. Buyer's Entry.

At any time during the Escrow period, Buyer, and its agents and representatives, shall have the right at reasonable times and subject to rights of tenants, to enter upon the Property for the purpose of making inspections and tests specified in this Agreement. No destructive testing shall be conducted, however, without Seller's prior approval which shall not be unreasonably withheld. Following any such entry or work, unless otherwise directed in writing by Seller, Buyer shall return the Property to the condition it was in prior to such entry or work, including the re-compaction or removal of any disrupted soil or material as Seller may reasonably direct. All such inspections and tests and any other work conducted or materials furnished with respect to the Property by or for Buyer shall be paid for by Buyer as and when due and Buyer shall indemnify, defend, protect and hold harmless Seller and the Property of and from any and all claims, liabilities, losses, expenses (including reasonable attorneys' fees), damages, including those for injury to person or property, arising out of or relating to any such work or materials or the acts or omissions of Buyer, its agents or employees in connection therewith.

15. Further Documents and Assurances.

The Parties shall each, diligently and in good faith, undertake all actions and procedures reasonably required to place the Escrow in condition for Closing as and when required by this Agreement. The Parties agree to provide all further information, and to execute and deliver all further documents, reasonably required by Escrow Holder or the Title Company.

16. Attorneys' Fees.

If any Party or Broker brings an action or proceeding (including arbitration) involving the Property whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees and costs. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "Prevailing Party" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred.

17. Prior Agreements/Amendments.

17.1 This Agreement supersedes any and all prior agreements between Seller and Buyer regarding the Property.

17.2 Amendments to this Agreement are effective only if made in writing and executed by Buyer and Seller.

18. Broker's Rights.

18.1 If this sale is not consummated due to the default of either the Buyer or Seller, the defaulting Party shall be liable to and shall pay to Brokers the Brokerage Fee that Brokers would have received had the sale been consummated. If Buyer is the defaulting party, payment of said Brokerage Fee is in addition to any obligation with respect to liquidated or other damages.

18.2 Upon the Closing, Brokers are authorized to publicize the facts of this transaction.

19. Notices.

19.1 Whenever any Party, Escrow Holder or Brokers herein shall desire to give or serve any notice, demand, request, approval, disapproval or other communication, each such communication shall be in writing and shall be delivered personally, by messenger, or by mail, postage prepaid, to the address set forth in this agreement or by facsimile transmission, electronic signature, digital signature, or email.

19.2 Service of any such communication shall be deemed made on the date of actual receipt if personally delivered, or transmitted by facsimile transmission, electronic signature, digital signature, or email. Any such communication sent by regular mail shall be deemed given 48 hours after the same is mailed. Communications sent by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed delivered 24 hours after delivery of the same to the Postal Service or courier. If such communication is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

19.3 Any Party or Broker hereto may from time to time, by notice in writing, designate a different address to which, or a different person or additional persons to whom, all communications are thereafter to be made.

20. Duration of Offer.

20.1 If this offer is not accepted by Seller on or before 5:00 P.M. according to the time standard applicable to the city of Oxnard, California on the date of August 25, 2023, it shall be deemed automatically revoked.

20.2 The acceptance of this offer, or of any subsequent counteroffer hereto, that creates an agreement between the Parties as described in paragraph 1.2, shall be deemed made upon delivery to the other Party or either Broker herein of a duly executed writing unconditionally accepting the last outstanding offer or counteroffer.

21. LIQUIDATED DAMAGES. (This Liquidated Damages paragraph is applicable only if initialed by both Parties).

THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX, PRIOR TO SIGNING THIS AGREEMENT, THE ACTUAL DAMAGES WHICH WOULD BE SUFFERED BY SELLER IF BUYER FAILS TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT. THEREFORE, IF, AFTER THE SATISFACTION OR WAIVER OF ALL CONTINGENCIES PROVIDED FOR THE BUYER'S BENEFIT, BUYER BREACHES THIS AGREEMENT, SELLER SHALL BE ENTITLED TO LIQUIDATED DAMAGES IN THE AMOUNT OF _____. UPON PAYMENT OF SAID SUM TO SELLER, BUYER SHALL BE RELEASED FROM ANY FURTHER LIABILITY TO SELLER, AND ANY ESCROW CANCELLATION FEES AND TITLE COMPANY CHARGES SHALL BE PAID BY SELLER.

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OFA-20.30, Revised 10-13-2022

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Page 7 of 11

Buyer's Initials

Seller's Initials

22. ARBITRATION OF DISPUTES. (This Arbitration of Disputes paragraph is applicable only if initialed by both Parties.)

22.1 ANY CONTROVERSY AS TO WHETHER SELLER IS ENTITLED TO LIQUIDATED DAMAGES AND/OR BUYER IS ENTITLED TO THE RETURN OF THE DEPOSIT SHALL BE DETERMINED BY BINDING ARBITRATION ADMINISTERED BY THE JUDICIAL ARBITRATION & MEDIATION SERVICES, INC. ("JAMS") IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES ("COMMERCIAL RULES"). ARBITRATION HEARINGS SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED. SUCH CONTROVERSY SHALL BE ARBITRATED BY A SINGLE ARBITRATOR, APPOINTED UNDER THE COMMERCIAL RULES WHO HAS HAD AT LEAST 5 YEARS OF EXPERIENCE IN THE TYPE OF REAL ESTATE THAT IS THE SUBJECT OF THIS AGREEMENT. THE ARBITRATOR SHALL HEAR AND DETERMINE SAID CONTROVERSY IN ACCORDANCE WITH APPLICABLE LAW OF THE JURISDICTION WHERE THE PROPERTY IS LOCATED, THE INTENTION OF THE PARTIES AS EXPRESSED IN THIS AGREEMENT AND ANY AMENDMENTS THERETO, AND UPON THE EVIDENCE PRODUCED AT AN ARBITRATION HEARING. PRE-ARBITRATION DISCOVERY SHALL BE PERMITTED IN ACCORDANCE WITH THE COMMERCIAL RULES OR STATE LAW APPLICABLE TO ARBITRATION PROCEEDINGS. THE ARBITRATOR SHALL RENDER AN AWARD WITHIN 30 DAYS AFTER THE CONCLUSION OF THE HEARING, WHICH MAY INCLUDE ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY PER PARAGRAPH 16 HEREOF AND SHALL BE ACCOMPANIED BY A REASONED OPINION. THE FAILURE OR REFUSAL OF A PARTY TO PAY SUCH PARTY'S REQUIRED SHARE OF THE DEPOSITS FOR ARBITRATOR COMPENSATION OR ADMINISTRATIVE CHARGES SHALL CONSTITUTE A WAIVER BY SUCH PARTY TO PRESENT EVIDENCE OR CROSS-EXAMINE WITNESSES, BUT SUCH WAIVER SHALL NOT ALLOW FOR A DEFAULT JUDGMENT AGAINST THE NON-PAYING PARTY IN THE ABSENCE OF EVIDENCE AND LEGAL ARGUMENT AS THE ARBITRATOR MAY REQUIRE FOR MAKING AN AWARD. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT OF COMPETENT JURISDICTION NOTWITHSTANDING THE FAILURE OF A PARTY DULY NOTIFIED OF THE ARBITRATION HEARING TO APPEAR THEREAT.

22.2 BUYER'S RESORT TO OR PARTICIPATION IN SUCH ARBITRATION PROCEEDINGS SHALL NOT BAR SUIT IN A COURT OF COMPETENT JURISDICTION BY THE BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE UNLESS AND UNTIL THE ARBITRATION RESULTS IN AN AWARD TO THE SELLER OF LIQUIDATED DAMAGES, IN WHICH EVENT SUCH AWARD SHALL ACT AS A BAR AGAINST ANY ACTION BY BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE.

22.3 NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

Buyer's Initials

Seller's Initials

23. Miscellaneous.

23.1 Binding Effect. This Agreement shall be binding on the Parties without regard to whether or not paragraphs 21 and 22 are initialed by both of the Parties. Paragraphs 21 and 22 are each incorporated into this Agreement only if initialed by both Parties at the time that the Agreement is executed. Signatures to this Agreement accomplished by means of electronic signature or similar technology shall be legal and binding.

23.2 Applicable Law. This Agreement shall be governed by, and paragraph 22.3 is amended to refer to, the laws of the state in which the Property is located. Any litigation or arbitration between the Parties hereto concerning this Agreement shall be initiated in the county in which the Property is located.

23.3 Time of Essence. Time is of the essence of this Agreement.

23.4 Counterparts. This Agreement may be executed by Buyer and Seller in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Escrow Holder, after verifying that the counterparts are identical except for the signatures, is authorized and instructed to combine the signed signature pages on one of the counterparts, which shall then constitute the Agreement.

23.5 Waiver of Jury Trial. **THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.**

23.6 Conflict. Any conflict between the printed provisions of this Agreement and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions. **Seller and Buyer must initial any and all handwritten provisions.**

23.7 1031 Exchange. Both Seller and Buyer agree to cooperate with each other in the event that either or both wish to participate in a 1031 exchange. Any party initiating an exchange shall bear all costs of such exchange. The cooperating Party shall not have any liability (special or otherwise) for damages to the exchanging Party in the event that the sale is delayed and/or that the sale otherwise fails to qualify as a 1031 exchange.

23.8 Days. Unless otherwise specifically indicated to the contrary, the word "days" as used in this Agreement shall mean and refer to calendar days.

24. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

24.1 The Parties and Brokers agree that their relationship(s) shall be governed by the principles set forth in the applicable sections of the California Civil Code, as summarized in paragraph 24.2.

24.2 When entering into a discussion with a real estate agent regarding a real estate transaction, a Buyer or Seller should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Buyer and Seller acknowledge being advised by the Brokers in this transaction, as follows:

(a) **Seller's Agent.** A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or subagent has the following affirmative obligations: (1) *To the Seller:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller. (2) *To the Buyer and the Seller:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(b) **Buyer's Agent.** A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's

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agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations. (1) *To the Buyer*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer. (2) *To the Buyer and the Seller*: a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(c) *Agent Representing Both Seller and Buyer*. A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. (1) In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Seller or the Buyer. b. Other duties to the Seller and the Buyer as stated above in their respective sections (a) or (b) of this paragraph 24.2. (2) In representing both Seller and Buyer, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including Seller's willingness to accept a price less than the listing price or Buyer's willingness to pay a price greater than the price offered. (3) The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. Buyer and Seller should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Buyer has the duty to exercise reasonable care to protect Buyer, including as to those facts about the Property which are known to Buyer or within Buyer's diligent attention and observation. Both Seller and Buyer should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(d) *Further Disclosures*. Throughout this transaction Buyer and Seller may receive more than one disclosure, depending upon the number of agents assisting in the transaction. Buyer and Seller should each read its contents each time it is presented, considering the relationship between them and the real estate agent in this transaction and that disclosure. Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal. This disclosure may be part of a listing agreement, buyer representation agreement or separate document. Buyer understands that Broker representing Buyer may also represent other potential buyers, who may consider, make offers on or ultimately acquire the Property. Seller understands that Broker representing Seller may also represent other sellers with competing properties that may be of interest to this Buyer. Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this transaction may be brought against Broker more than one year after the Date of Agreement and that the liability (including court costs and attorneys' fees), of any Broker with respect to any breach of duty, error or omission relating to this Agreement shall not exceed the fee received by such Broker pursuant to this Agreement; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

24.3 *Confidential Information*. Buyer and Seller agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

25. Construction of Agreement. In construing this Agreement, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Agreement. Whenever required by the context, the singular shall include the plural and vice versa. This Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

26. Contingency: This transaction is contingent upon the following contingencies:

A. Buyer and Seller acknowledge they are both party in two separate sales transactions and each transaction is contingent upon the other closing concurrently, to complete the exchange. The subject properties are 131 E 7th Street, Oxnard, California and 418 W. 4th Street, Oxnard, California.

B. City of Oxnard and Oxnard City Council approval of Agreement within forty-five (45) days from opening of escrow

26. Additional Provisions.

~~Additional provisions of this offer, if any, are as follows or are attached hereto by an addendum or addenda consisting of paragraphs _____ through _____.~~

~~-(If there are no additional provisions write "NONE").~~

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS AGREEMENT OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

- 1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS AGREEMENT.**
- 2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PROPERTY. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PROPERTY, THE INTEGRITY AND CONDITION OF ANY STRUCTURES AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PROPERTY FOR BUYER'S INTENDED USE.**

WARNING: IF THE PROPERTY IS LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THIS AGREEMENT MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED.

NOTE:

- 1. THIS FORM IS NOT FOR USE IN CONNECTION WITH THE SALE OF RESIDENTIAL PROPERTY.**

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OFA-20.30, Revised 10-13-2022

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Page 9 of 11

2. IF EITHER PARTY IS A CORPORATION, IT IS RECOMMENDED THAT THIS AGREEMENT BE SIGNED BY TWO CORPORATE OFFICERS.

The undersigned Buyer offers and agrees to buy the Property on the terms and conditions stated and acknowledges receipt of a copy hereof.

BROKER

CBRE, Inc.
Attn: Brian Hutcherson
Title: Western Regional Manager / Senior Vice President
Address: 4301 La Jolla Village Drive, Suite 3000, San Diego, CA 92122
Phone: 858-546-2639
Fax: _____
Email: brian.hutcherson@cbre.com
Federal ID No.: 95-2743174
Broker DRE License #: 00409987
Agent DRE License #: 02075144

Date: _____

BUYER

Sonflow, LLC, a California limited liability company

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: 701 Sonora Avenue, Suite 200, Glendale, CA 91201
Federal ID No.: _____

27. Acceptance.

27.1 Seller accepts the foregoing offer to purchase the Property and hereby agrees to sell the Property to Buyer on the terms and conditions therein specified.

27.2 In consideration of real estate brokerage service rendered by Brokers, Seller agrees to pay Brokers a real estate Brokerage Fee in a sum equal to 0 % of the Purchase Price to be divided between the Brokers as follows: Seller's Broker _____ % and Buyer's Broker _____ %. This Agreement shall serve as an irrevocable instruction to Escrow Holder to pay such Brokerage Fee to Brokers out of the proceeds accruing to the account of Seller at the Closing.

27.3 Seller acknowledges receipt of a copy hereof and authorizes Brokers to deliver a signed copy to Buyer.

NOTE: A PROPERTY INFORMATION SHEET IS REQUIRED TO BE DELIVERED TO BUYER BY SELLER UNDER THIS AGREEMENT.

BROKER

CBRE, Inc.
Attn: Brian Hutcherson
Title: Western Regional Manager
Address: 4301 La Jolla Village Drive, Suite 3000, San Diego, CA 92122
Phone: 858-546-2639
Fax: _____
Email: brian.hutcherson@cbre.com
Federal ID No.: 95-2743174
Broker DRE License #: 00409987

Date: _____

SELLER

City of Oxnard, a municipal corporation

By: _____
Name Printed: Alexander Nguyen
Title: City Manager
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: _____

INITIALS

INITIALS

Agent's DRE License #: 02075144

Title: _____
Phone: _____
Fax: _____
Email: _____

Address: 300 West Third Street, 4th Floor,
Oxnard, CA 93030

Federal ID No.: _____

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Page 11 of 11

Please note that the terms “Seller” and “Buyer” are defined by the CA Civil Code to include a lessor and lessee, respectively.

This form must be delivered before or concurrently with the signing of the purchase and sale contract (or lease). In lieu of this form, such confirmation may also be set forth in the purchase and sale contract (or lease).

REPRESENTATION CONFIRMATION

Date: August 17, 2023
 Seller/Lessor: City of Oxnard, a municipal corporation
 Buyer/Lessee: Sonflow, LLC, a California limited liability company
 Property Name: _____
 Street Address, City, State: 418 W. 4th Street, Oxnard, California
 Further described as: ±.18 acres of land with a 5,990 SF one-story vacant building

SELLER'S AGENT

CBRE, Inc., Lic 00409987 (Seller's brokerage firm and license number) is the broker of (check one):
☐ the seller.
☒ both the buyer and seller (dual agent).

Brian Hutcherson, Lic 02075144 (individual agent and license number) is (check one):
☐ the Seller's Agent (salesperson or broker associate).
☒ both the Buyer's and Seller's Agent (dual agent).

BUYER'S AGENT

CBRE, Inc., Lic 00409987 (Buyer's brokerage firm and license number) is the broker of (check one):
☐ the buyer.
☒ both the buyer and seller (dual agent).

Brian Hutcherson, Lic 02075144 (individual agent and license number) is (check one):
☐ the Buyer's Agent (salesperson or broker associate).
☒ both the Buyer's and Seller's Agent (dual agent).

CBRE, INC.
 Agent

 Salesperson or Broker Associate, if any (Signature) (Date)

Brian Hutcherson
 Salesperson or Broker Associate, if any (Printed Name)

Sonflow, LLC, a California limited liability company
 Buyer

 Buyer (Signature) (Date)

 Buyer (Printed Name)

City of Oxnard, a municipal corporation
 Seller

 Seller (Signature) (Date)

 Seller (Printed Name)

Acquisition of Real Property located at 131 East Seventh Street and Disposition of Real Property located at 418 West Fourth Street in Downtown Oxnard

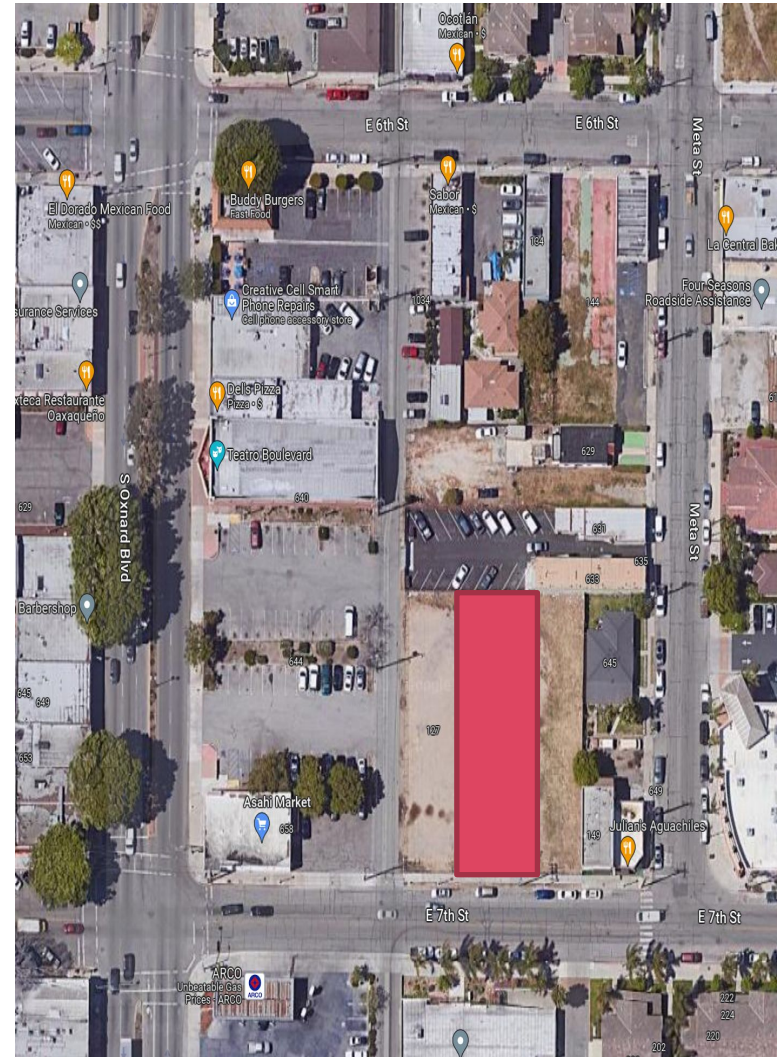
Emilio Ramirez, Director
Housing Department

City Council
December 5, 2023

131 East Seventh Street

2

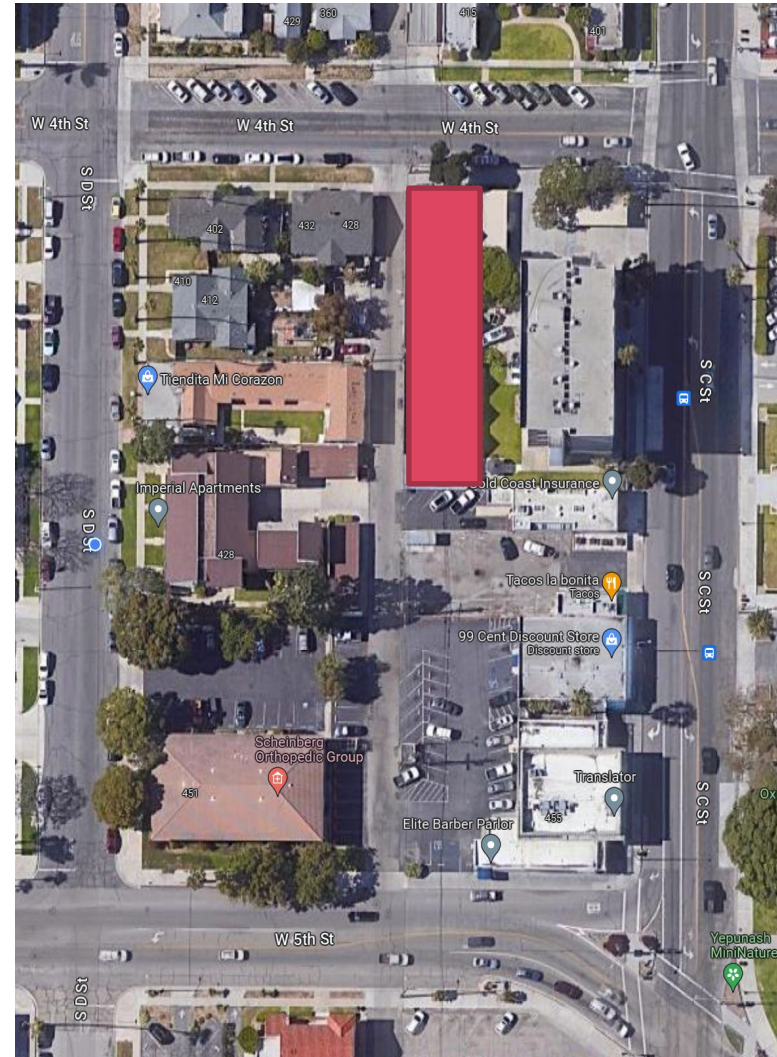
1. Propose to acquire and assemble with the surrounding vacant land
2. Future mixed use development including affordable housing
3. Purchase price is \$430,000 is consistent with a fair market value appraisal
4. Seller is Sonflow LLC



418 West Fourth Street

3

1. Propose to sell the former Gull Wings Children Museum located at 418 West Fourth Street
2. City Council declared the subject property as surplus
3. The State of California has approved its disposition on the open market
4. Sells price is \$400,000 is consistent with a fair market value appraisal
5. Buyer is Sonflow LLC and proposes to rehabilitate the existing structure
6. Buyer to use the property as senior wellness center



That the City Council:

1. Find that the recommended actions do not constitute a “project” subject to the California Environmental Quality Act pursuant to Section 21065 of CEQA and Sections 15004(b)(4) and 15378 of the State CEQA Guidelines and, as such, no environmental document pursuant to CEQA is required;
2. Approved the disposition of improved real property located at 418 West Fourth Street in the amount of \$400,000 for a future private use;
3. Approve the acquisition of unimproved real property located at 131 East Seventh Street in the amount of \$430,000 for the future development of affordable housing;
4. Approve and authorize a budget appropriation of \$30,000 from the Housing In Lieu Fees Fund (Fund 360-Subfund 7050) available fund balance and authorize an exchange of value for completion of the two transactions;
5. Approve and authorize a budget appropriation of \$75,000 from the Housing In Lieu Fees Fund (Fund 360-Subfund 7050) available fund balance for necessary transaction and future maintenance costs; and
6. Authorize the City Manager or his designee to execute any and all documents necessary to facilitate these transactions.



End of Presentation



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. M.2

DATE: December 5, 2023

TO: City Council

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

SUBJECT: Solid Waste (Refuse) Rates Discussion. (50 minutes)

RECOMMENDATION

That the City Council:

1. Provide comments and feedback on the goals, variable input, preliminary scenarios, and the process and timeline for solid waste rates; and
2. Direct staff to move forward to the next steps in the rate setting process on the basis of Scenario 4.

(Public Works and Transportation Committee approved 2-0)

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

Live presentation to be provided by a consultant.

BACKGROUND

Executive Summary

The City's Public Works Department Environmental Resources Division (ER) is an enterprise fund operation that provides Municipal Solid Waste (MSW) services to Oxnard residents and businesses, which includes collection, sorting, processing, and disposal for 34,154 residential properties and 16,378 commercial customers (includes apartment buildings) six days a week. Services include collection, sorting, transportation, and transferring material to the landfill to foster a clean, safe, and sustainable Oxnard. To provide our services while meeting all Local, State, and Federal requirements, ER:

- Recycles approximately 12,918 tons of material and 14,177 tons of organics (green waste & food waste);
- Handles approximately 294,938 tons (589,876,000 lbs) of MSW annually;
- Has a workforce of 179 essential workers fulfilling 529,443 hours per year; and
- Has invested approximately \$60 million in capital equipment, facilities, and land including the Del Norte Regional Recycling and Transfer Station and approximately 138 vehicles (109 heavy-duty trucks & 29 small vehicles)

The last time the City Council approved a cost of service analysis for ER was in May 2012, with a rate increase effective January 2013. Since January 2013 (when accounting for the removal of the Infrastructure Use Fee (IUF) in 2021) the residential rate (96-gallons) has gone from \$30.15 to \$30.78 per month and the most popular commercial rate (4-yard/once per week) has gone from \$224.81 to \$230.86 per month. This represents a 2.1% residential increase and a 2.7% commercial increase over 10 years. However, over that same decade, the consumer price index has increased by 33.9%. Separate from rates, service fees (e.g. per ton for disposal of refuse, greenwaste, construction and demolition, and self-

haul disposal rates at Del Norte) increased in FYs 2012/13, 2016/17, 2018/19 for pass-through costs and decreased in FY 21/22 for the removal of the IUF.

Clearly, during the 2010's, City Hall's discombobulation on the heels of the District Attorney investigations into the prior decade's activities, shocking financial audit findings, and frequent executive staff turnover had, at minimum, distracted City Hall from following best management practices, including the reviewing of rates every five years. In addition to that, the State has imposed many unfunded mandates on the solid waste industry, such as mandatory recycling and mandatory organics recycling waste programs, that require significant capital investment and operational costs not fully contemplated in previous rate studies.

Based upon the draft Fiscal Year 2023/24 cost-of-service study the ER division expenditures are anticipated to materially outpace revenues resulting in a negative ending cash balance no later than Fiscal Year 2024/25. The combination of minimal rate increases, unfunded State mandates, elevated inflation, and the need for significant capital investment to replace and rehabilitate assets is expected to result in a growing structural deficit.

Reliable and efficient solid waste service is a key component for the maintenance of solid waste services for the public health, safety, and welfare of the community. As mentioned, absent a rate adjustment, the draft cost-of-service study projects negative cash balances by FY 2024/25. Staff has provided some preliminary rate increase scenarios for discussion and consideration. Each of the scenarios assumes changes in key assumptions such as the level and timing of rate revenue adjustments, amount of capital spending, and proposed debt issuances. Based on the direction of City staff, several sensitivity analyses were performed such as examining the effects of no rate adjustment or no capital spending, among other sensitivities.

DISCUSSION

Cost of Service Study

As an industry best management practice, rates should cover the cost of providing services, establish an appropriate level of reserves, and a cost of service study (Study/Studies) should be performed every 3-5 years. This Study is critical to understanding the effectiveness and efficiencies of the operation and verifying existing rates are adequate, and providing a long-term path for the financing viability and sustainability for solid waste operations. The last ER Study was completed in 2012 and implemented in 2013. With respect to the solid waste industry in California, many things have changed over the past decade since this last review was completed. Operations must keep up with rising costs for goods and services, unfunded State mandates, and be able to implement critical capital outlay and projects that are mandated or necessary for the health and safety of our customers.

Performed regularly, Studies provide transparency into what the City can expect in the years ahead and ensure we have the financial resources to maintain our infrastructure, manage vehicles and equipment capacity for growth, implement new technologies, address existing and new state and federal regulations, and implement our capital improvement program (CIP). All of this is to provide reliable and safe service to our customers. The Study is the tool used to develop rates so that rates meet the cost of service plus the appropriate level of reserves.

Raftelis, placed under contract in December of 2022, is assisting the City with the calculations of the cost of service draft study and recommending changes to the current rates and fees structure.

Goals for the Cost of Service Study

When finalized, the cost of service study will determine the overall revenue adjustments and the total amount of revenue required from rates and fees to meet the cost of service over time. The revenue covers operating and maintenance (O&M), debt service, and capital expenses as well as reserve funding. Revenue adjustments represent the average rate increase for the City; rate changes for individual customers will depend on the cost of service analysis. Once complete, the Study will include rates and fees that promote and sustain a financially viable utility. As such, to provide guidance, staff in conjunction with Raftelis have relied upon identifying several goals in the development of preliminary rate options. These goals are important to consider when identifying rate-influencing items with variable options, such as a reserve fund balance target or Capital Improvement Program (CIP) projects. In general, the goals are to provide a safe, reliable, and sustainable solid waste service. Specific goals include:

1. Cover Operations and Maintenance Costs (O&M) - (G1)
2. Cover Capital Investments - (G2)
3. Legally Compliant - (G3)
4. Promote Financial Viability - (G4)
5. Community Values - (G5)
6. Provide Fairness and Equity - (G6)

Input and Considerations

The foundation of the Study and the primary objective of the solid waste rates are to reasonably recover the cost of providing service, the cost of infrastructure investment, implement known State unfunded mandates and comply with covenants of internal and external fiscal targets (referred to as the "Revenue Sufficiency" evaluation).

Ensuring adequate cash reserves and appropriate cash flows generally results in a sustainable long-term financial plan that can mitigate the financial and operating risk from unanticipated or sudden events to financial operations (e.g., changes in market conditions affecting operations and recovered materials revenues, reduced growth or tonnage, unanticipated or extraordinary expenses, unfunded mandates, etc.). The identified revenue requirements to be funded from rates are then allocated based on the type and level of service.

To assess the sustainability of the City's charges for service, Raftelis developed a draft financial model capable of forecasting solid waste operations over a ten-year Rate Study Period but with the recommended rate revenue adjustment period comprising the Fiscal Years 2024/25 through 2028/29. By forecasting operations over this period of time we can capture funding requirements that may not be annually occurring, test sensitivity to potential changes in operations or costs, and examine projections of cash reserves and net revenue margins to evaluate compliance with formal and informal fiscal policies. Performing a thorough evaluation of the City's funding requirements allows us to provide sound rate recommendations to help ensure the City has sufficient resources to fund operations and achieve its objectives. The following provides a brief overview of the key activities performed for the draft Study:

1. An evaluation of the service area requirements for the City was performed. This included a review of recent historical customers served and corresponding waste generation such that: i) a representative forecast of the Division's needs from a financial standpoint could be prepared, and ii) a projection of rate revenues consistent with the projected service area needs could be developed.

2. Raftelis, with the support of City staff, analyzed a projection of the Net Revenue Requirements from rates and fees, which equates to the expenditure requirements funded from rates and fees. An illustration of the components that make up the Net Revenue Requirements is summarized below:

+	Cost of Operation and Maintenance
+	Debt Service (Vehicle Leases)
+	Indirect Cost Allocation and Administration Payments
+	Capital Funding Requirements
+	Deposits to Reserves for Policy Compliance and Future Expenditures
-	Other Operating Revenue
-	Interest Income / Transfers from Operating Reserves
=	Net Revenue Requirements (Funded from Rates and Fees)

3. The annual cost of providing solid waste service to City customers was determined by identifying the gross revenue requirements, netting out all other applicable revenues resulting in a net revenue requirement to be funded from the respective fees. The applicable equivalent unit billing determinants, as presented within the cost of service analysis of the draft report, will be used to determine the unit cost of service to be presented in the final report. It should be noted that the information reported herein is accurate to the best of our knowledge and is assumed to be reasonable for the purposes of estimating the cost of service with rate recommendations pursuant to the Proposition 218 Omnibus Implementation Act at Gov. Code 53750. In addition to recommending rates and fees, the intent of providing this information is to help support a general understanding of the City's financial needs to support ER's programs, operations, and services.

4. Based on the identified funding requirements and the draft cost of service associated with providing service over the Rate Study Period, provide preliminary rate recommendations to ensure adequate funding for the City's needs and meet the City's rate goals and objectives.

The following items are key components of developing the draft rate study and have a direct influence on the actual rates. Staff has recommendations for each item, as noted. Because these factors influence any proposed rate change, staff is seeking feedback from the Public Works and Transportation Committee/City Council on each item separately. The summary of these factors with recommendations is listed below:

Factor	Staff Recommendation	Justification	Goal(s)
1. Rate Study Period	5-year period	Industry standard; long-range planning; fairness of rates; ensures planned operations and mitigates deferred maintenance	G6
2. Pass-Through Charge (to the extent allowed by State Code)	Include a pass-through for fees as allowed by California Government Code 53736 (c)	Avoids over or underestimating factors outside the City's control (e.g. disposal fees from third-party vendors)	G4, G5, G6
3. Capital Improvement Program (CIP) and Capital Outlay	Implement over an extended period to smooth rates; leases extended to 7 years, CIP over 20 years	Allows for CIP projects at a pace within existing resources; ensures an operable and safe facility; safe and reliable equipment and vehicles	G2, G4
4. Reserve Fund Balance Target	Endeavor to maintain 25% (per Resolution 15595)	Consistent with City Council Resolution; provides a funding source for emergencies and bond covenants (if/when required) and strong credit ratings	G1, G4, G5
5. Debt Coverage Ratio (when applicable)	Ensure funding of annual debt service and capital lease payments	Ensures the City is not in default of debt/lease repayment obligations	G4, G5

The draft cost of service study has evaluated and considered all revenues from both rates and fees, among other revenues. For purposes of this report and as referenced in the draft cost of service study, rate revenues are defined as the monthly property based charges for solid waste collection and disposal service that must follow the Proposition 218 noticing

requirements and process. Fees are defined as charges for solid waste services and while they do not require a Proposition 218 noticing procedure, they must be cost based and in compliance with Proposition 26.

Existing Rates and History (include a benchmark CPI theoretical scenario)

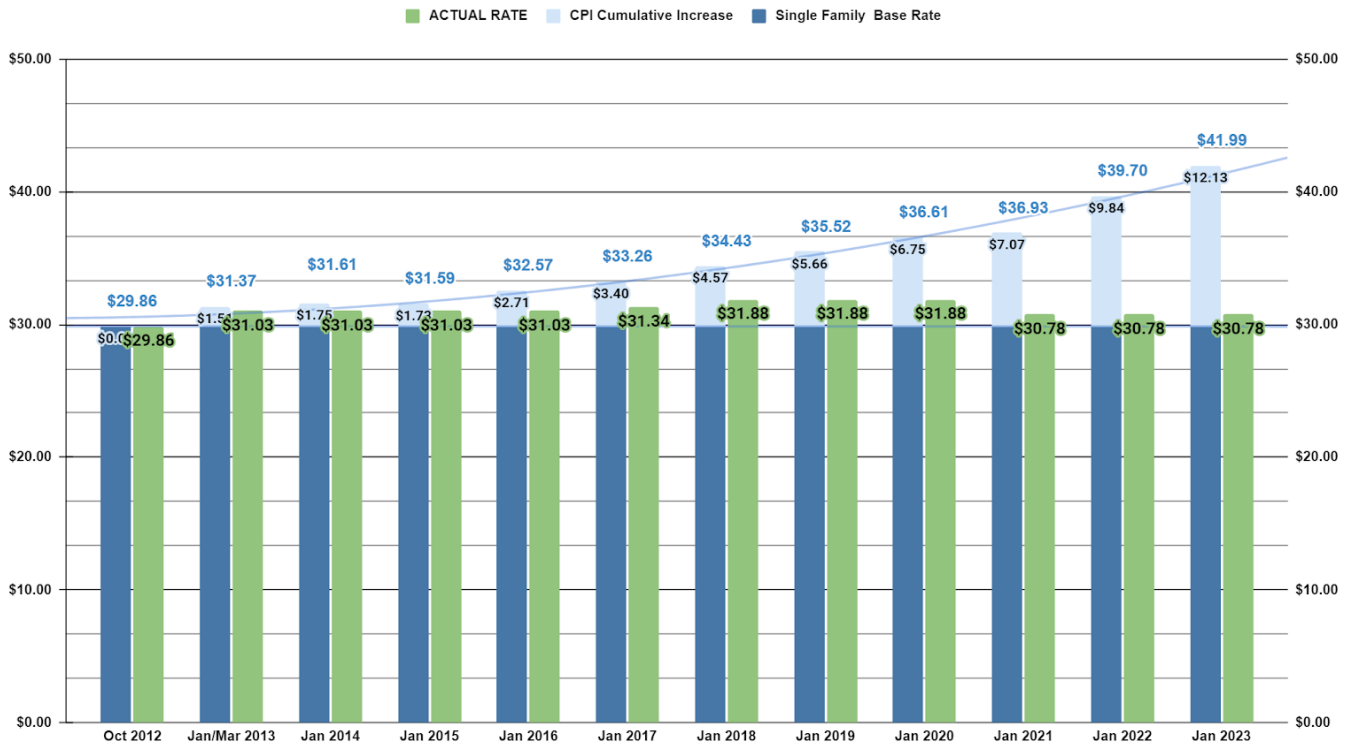
The City Council approved a cost of service analysis last in May 2012, resulting in rate increases effective January 2013. The authorized increases and decreases noted in the table below cumulatively represent a 2.1% increase in residential rates and a 2.7% increase in the most popular commercial rate since the last Study was approved and implemented in January 2013. However, over that same decade, the consumer price index has increased by 33.9%. The following tables provide the rate history for a residential customer (96-gallon cart):

Date	Oct 2012	Jan 2013	Mar 2013	Jan 2014	Jan 2015	Jan 2016	Jan 2017
Residential Rate (96-gallon)	\$29.86	\$30.15	\$31.03	\$31.03	\$31.03	\$31.03	\$31.34
Total Change	0.0%	1.0%	2.9%	0.0%	0.0%	0.0%	1.0%
<i>Notes</i>		<i>Rate Increase</i>	<i>Pass-Through</i>				<i>Pass-Through</i>

Date (cont.)	Jan 2018	Jan 2019	Jan 2020	Jan 2021	Jan 2022	Jan 2023
Residential Rate (96-gallon)	\$31.88	\$31.88	\$31.88	\$30.78	\$30.78	\$30.78
Total Change	1.7%	0.0%	0.0%	-3.5%	0.0%	0.0%
<i>Note</i>	<i>Pass-Through</i>			<i>IUF Reduced</i>		

The below graph shows the history of residential rates since 2012. The graph also includes a benchmark scenario, if rates were theoretically increased annually by the CPI (Los Angeles-Long Beach-Anaheim, California) at a minimum.

Single Family Base Rate with Annual CPI



Note: Residential rates increased in FY 12-13, FY 16-17, FY 18-19 and decreased in FY 21-22, reflecting the IUF reduction.

Efficiency Efforts

The ER staff is entrusted with managing enterprise funds based on an annual budget approved by the City Council. The City is committed to investing in meeting local, state, and federal regulations, ensuring safe and reliable solid waste collection services, and providing excellent customer service to residents and businesses. ER has made significant investments totaling approximately \$60 million to the Material Recycling Facility (MRF) at Del Norte Regional Recycling and Transfer Station and has acquired Compressed Natural Gas (CNG) automated collection refuse vehicles, replacing older vehicles to enhance efficiency and reduce costs.

ER staff actively informs residents and businesses about recycling programs and new organic recycling laws through various channels such as social media, billing inserts, radio broadcasts, and special events. Outreach and education staff are available to assist residents and businesses by providing information on recycling and mandated programs.

Despite efficient efforts to be cost-effective, the City needs rates that meet the actual cost to provide service. Oxnard Refuse customers pay less per person served for refuse service when compared to other nearby cities. The current average rate per person for trash service is compared with other agencies in the table below:

Average Monthly Refuse Cost per Person per Household¹

							
 Refuse Rate ¹	\$30.78 (2013)	\$37.59 (2021)	\$34.25 (2023)	\$28.67 (2023)	\$25.60 (2014)	\$34.82 (2021)	\$34.39 (2022)
 Number of Households ²	50,403	42,091	25,673	46,270	6,859	43,893	---
 Persons per Household ²	4.0	2.58	2.7	2.71	3.06	2.87	---
 Average Monthly Refuse Cost per person	\$7.70	\$14.57	\$12.69	\$10.58	\$8.37	\$12.13	---

¹ Average Refuse Rate for single family home for Fiscal Year 2023-2024. Utility rates retrieved from each city's official website.

² Data from U.S. Census Bureau.

Updated October 25, 2023

Challenges

There are many challenges ER faces with new and old unfunded Local, State, and Federal mandates. These include factors that are outside the control of the City (e.g. unfunded mandates and rising costs of labor, fuel, and disposal cost) and factors due to the post-pandemic (e.g. supply chain restrictions and increased cost to supplies and equipment). Another challenge is the aging vehicles, equipment, and infrastructure that need constant maintenance and repairs.

State Unfunded Mandates -

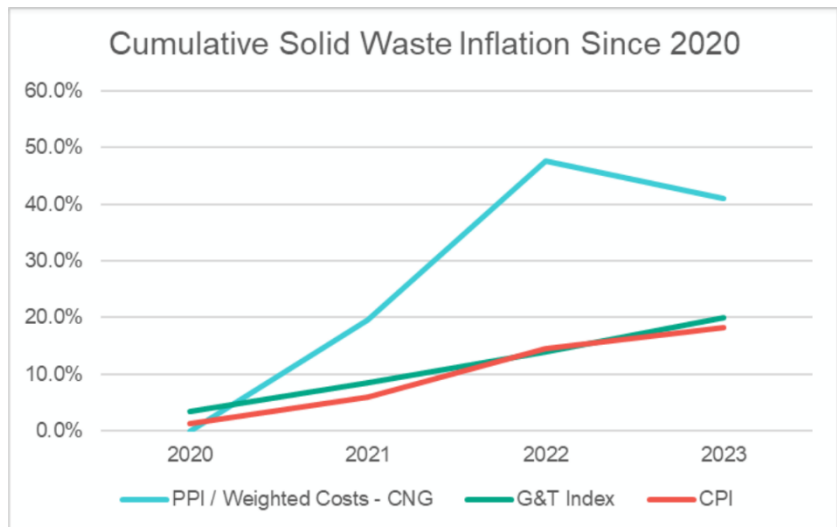
Several recycling and composting laws that took effect that had major financial and operational impacts on the solid waste collection system:

1. AB 341 Mandatory Commercial Recycling (MCR) – Adopted into California Law in 2012 and requires businesses that generate four or more cubic yards of commercial waste per week and multi-family complexes with five or more units to self-haul or subscribe to recycling services.
2. AB 1826 Mandatory Commercial Organics (MORE) – Effective January 1, 2016, and phases in the number of businesses and multi-family dwellings that are required to subscribe to commercial organic collection service.
3. AB 827 – Effective July 1, 2020, and expands upon requirements of MCR and MORE to include mandatory recycling and organics carts for businesses at the “front of house” (i.e. portion of the business open to the public) to collect waste generated by customers from products they purchase and consume on the premises.
4. SB 1383 Short-Lived Climate Pollutants (Organics Recycling) – Effective January 1, 2022, and requires jurisdictions to provide organic waste collection services to all residents and businesses so that they may divert all organic waste to a compost program.

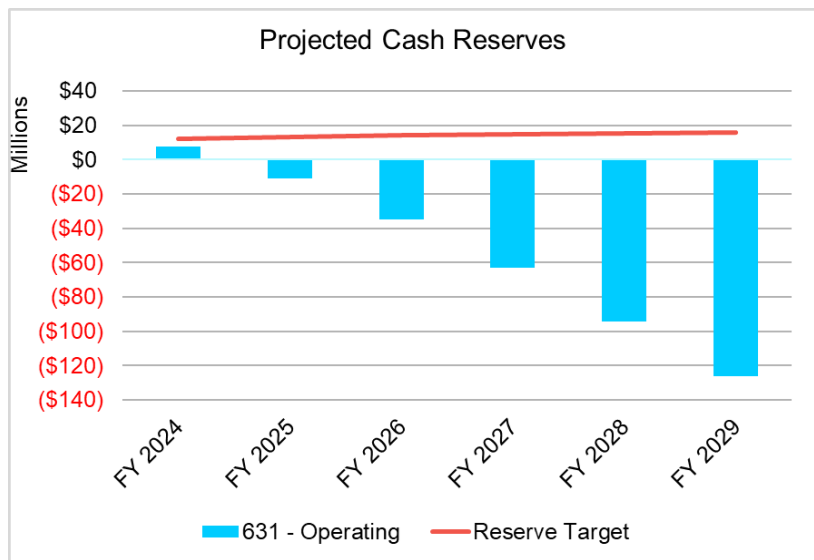
Inflation -

Of significant importance is that the cost to operate a full-service solid waste operation is not immune to inflation. As noted above, the industry has observed significant increases to the cost of solid waste collection, operations, and disposal.

The U.S. Bureau of Labor Statistics measures garbage bill increases nationally through a subcomponent to CPI in the Garbage and Trash Index (G&T). The Garbage and Trash Index has increased by 20% since 2020. Raftelis calculated a weighted Producer Price Index (PPI) of the cost inputs to garbage collection service and estimated cost increases may be closer to 40% since 2020 due to labor, capital cost, and fuel cost increases.



The City’s previous solid waste cost of service analysis was last completed in 2012. Costs for goods and services have increased since that year and continue to do so while the refuse utility rates have only slightly changed (2.1% increase in residential rates and a 2.7% increase in the most popular commercial rate). In addition, recent State unfunded mandates have increased the costs of operations to avoid penalties and/or non-compliance actions by the State. This has led to a structural deficit and impacts ER’s financial stability. Without a rate increase, the draft rate model shows a negative cash balance in FY 2024/25.



Note: FY 22-23 Cash Balance base is unaudited and FY 23-24 and beyond are estimates and subject to change.

Aging Infrastructure and Equipment -

As noted above, the ER handles over 589 million pounds of municipal solid waste each year. This takes a significant amount of equipment and infrastructure. ER has 138 vehicles, including 109 large heavy-duty trucks. Additionally, the MRF houses sorters and other associated equipment related to recycling. The sorting equipment, which is key to the 6-day-a-week operations, is 27 years old and requires constant maintenance to keep up with the recycling, greenwaste, food waste, and residual trash, produced by residential, commercial, and industrial customers. Furthermore, the MRF building is 27 years old and houses ER’s administrative staff, conveyors, walking floors, and sorting equipment. The MRF needs

significant improvements including a new roof. Here are some examples of operating and capital costs to address this aging equipment and infrastructure:

- Average annual maintenance cost for trash truck (front-end loader) is \$19,642
- Current price of a new trash truck (side-loader) is \$339,053 (Purchase of zero-emission vehicles is expected to cost up to 200% more than the current price of a new CNG refuse vehicle)
- Estimated roof replacement costs: \$7.5 million
- Annual maintenance and repairs costs for sorting equipment (we have 31 sorting belt lines made up of conveyors, walking floors and one bailer) which can cost between \$250K to \$1.5 million per repair
- Estimated cost for a like-for-like replacement of the MRF is \$36 million (this estimate can fluctuate with the price of steel, metal, inflationary factors, and the consumer price index)

Revenues and Expenditures

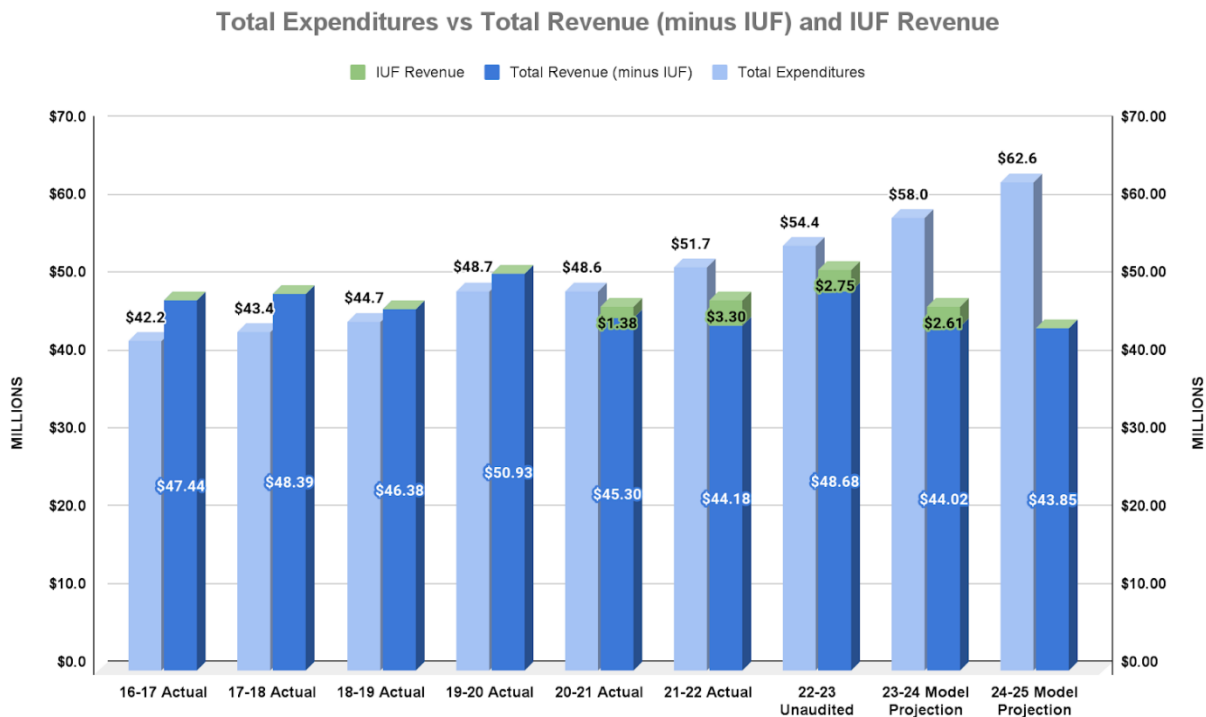
The revenue streams for ER have managed to remain relatively stable over time due to several key factors. One of the primary reasons is the consistent collection of solid waste services from both residential households and businesses within the city. Waste generation rates have remained relatively constant, ensuring a consistent flow of revenue for the city's solid waste programs (see table below). On average, revenues have averaged about \$47 million per fiscal year. Most recently, revenue has been impacted by the decline in sales of recycled material due to the COVID-19 pandemic, market fluctuation, and new/increased regulations on the cleanliness of the material. All of the other revenues, including the two largest, residential and commercial collections, have remained consistent. This would be consistent with a relatively stable number of customers for residential and commercial accounts.

The largest contributing expenditures to the solid waste program primarily include costs related to waste collection, transportation, and disposal. These expenditures encompass various essential activities and services involved in managing the city's solid waste effectively. Here's a breakdown of key operating expenses:

1. **Waste Collection Personnel:** A significant portion of the budget is allocated to employing waste collection personnel, including drivers and crew members responsible for collecting waste from residential areas, commercial establishments, and public spaces.
2. **Fleet and Equipment Maintenance:** Maintaining a fleet of waste collection vehicles, including garbage trucks and recycling vehicles, is crucial for day-to-day operations.
3. **Fuel:** Refuse heavy-duty and fleet vehicles operate on CNG, diesel, and unleaded fuel.
4. **Waste Transportation:** The transportation of collected waste to appropriate disposal facilities, recycling centers, or composting sites. This includes fuel costs, vehicle maintenance, and fees associated with using disposal facilities.
5. **Disposal Fees:** Paying fees to landfill and waste disposal facilities for the final disposal of non-recyclable waste. Landfill fees are often calculated based on the weight or volume of waste disposed of.
6. **Recycling Programs:** Funding recycling initiatives, including curbside recycling collection, recycling education campaigns, and the operation of recycling centers, is another significant expenditure. This includes costs related to sorting, processing, and transporting recyclable materials to recycling facilities.
7. **Organics Recycling:** With the implementation of organic waste recycling programs, costs associated with collecting and processing organic waste, such as food scraps and yard trimmings, contribute to the expenditures.
8. **Compliance and Regulatory Costs:** Meeting state and federal regulations related to waste management, including reporting requirements and environmental compliance, requires funding. Expenditures associated with ensuring adherence to these regulations are essential components of the solid waste program's budget.

9. **Personnel Training and Safety:** Providing training for waste management personnel and ensuring their safety through proper equipment and protocols. Safety measures are crucial to protect both the workers and the community as MRF processors, sorters, and workers are listed as the seventh most dangerous jobs in America.
10. **Community Outreach and Education:** Engaging in educational initiatives and outreach programs to inform residents and businesses about recycling practices, waste reduction, and proper disposal methods. This helps promote community participation and compliance with waste management guidelines.

ER’s expenditures have seen an increase over the past several years (see table below). In summary, the largest contributing expenditures to the solid waste program encompass waste collection personnel, fleet maintenance, waste transportation, disposal fees, recycling programs, organics recycling, compliance costs, personnel training, safety measures, and community outreach efforts. These expenditures are vital for ensuring efficient and environmentally responsible management of the city's solid waste.



Note: FYs 20-21 through 23-24 include revenue for payment to ER for the Infrastructure Use Fee which will end in FY 23-24.
 *1Forbes Advisor:<https://www.forbes.com/advisor/legal/workers-comp/most-dangerous-jobs-america/>

Rate Change Scenarios (Preliminary Calculations)

To provide revenue that will sustain critical operations and maintenance, debt service, and fund capital expenditures, an increase in rates is recommended. Raftelis began work on the cost of service draft rate study to develop a financial plan for the City’s solid waste utility that includes a ten-year rate model. Based upon the preliminary analysis, a rate adjustment is required to ensure full cost recovery of projected annual operating expenses, capital costs, and other factors including unfunded Local, State, and Federal mandates.

Updating the rates to keep up with the rising costs of providing safe and reliable services is a key component of maintaining the financial viability of the ER funds, including maintaining healthy fund balances/reserves for emergencies and applicable bond covenants (if/when required) and strong credit ratings. It is also more equitable since it looks at what customers should be paying based upon the level and type of service they receive.

To develop the financial plan, Raftelis estimated and projected annual expenses and revenues, existing and proposed debt service, modeled reserve balances, and added planned capital expenditures. The City is anticipating financing a portion of capital improvements through capital leases and debt. It is important to note that the draft cost of service study preliminarily calculates a net revenue loss for Fiscal Year 2023/24. Additionally, the draft cost of service study projects

that the structural deficit will continue in future years without an increase in rates.

Because of the projected deficit, staff has worked closely with Raftelis to develop a viable preliminary draft financial plan for the City's solid waste fund. Due to the existing structural deficit in the ER Fund and the need for rate increases, the draft Study contemplates scenarios. The following scenarios are estimates and are not to be seen as fixed. These are being presented to show the sensitivity of the draft rate model to certain inputs and to initiate the conversation with the Committee Members/Councilmembers to provide comments and feedback.

Based on a collaborative effort among City staff and Raftelis several preliminary sensitivity runs and scenarios were identified and evaluated for comparison and discussion as follows:

- **Model Sensitivity 1: No rate adjustment**

- Assumes all identified funding requirements including operating, capital, and proposed capital lease and debt payments. Key assumptions include:
 - Fiscal Year 2023/24 Served as Forecast Baseline as Adjusted for Actual Operating Results and known cost increases / operating expense growth estimated at 4.5% per year
 - Assumes some additional collection routes to maintain regulatory compliance with SB1383 and service demands
 - Assumes IUF repayments from the City to ER ends in FY 2023/24 Assumes Resumption of IUF payments in FY 2024/25 to the City
 - \$43.7 million Reinvestment to MRF including new equipment and roof FY 2025/26-FY 2027/28
 - Replacement of vehicles at end of life in FY 2024/25
 - Compliance with CARB Zero Emissions Vehicle Requirements
 - Primarily relies on use of capital leases and debt to fully fund capital expenditures
- Recognizes no rate adjustments to assess the adequacy of existing fees to cover the cost of service

- **Model Sensitivity 2: Rate Adjustments and No Capital Expenditures**

- Assumes all identified funding requirements except excludes capital spending
- Helps identify the necessary rate increases which are driven by the structural deficit among revenues and operating expenses.

- **Scenario 1: Rate Adjustments and Reduced Capital Expenditures**

- Assumes all identified funding requirements except reduces capital expenditures including minimal spending for the MRF rehabilitation and only funding 50% of projected new vehicle fleet requirements.
- Includes an allowance for rebuilding vehicles to extend the service life and minimize capital expenditures.
- Represents a moderate capital spending scenario, but doesn't fully address capital reinvestment needs of the system

- **Scenario 2: Phased Rate Adjustments and Reduced Capital Expenditures**

- Builds off of Scenario 1, but assumes a \$5 million interfund loan to assist ER in phasing the identified rate increases over three (3) years.
- Represents a moderate capital spending scenario with phased increases.

- **Scenario 3: Rate Adjustments and Full Capital Expenditures**

- Assumes all identified funding requirements as assumed in Model Sensitivity 1, including the full capital funding requirements.

- Represents necessary rate adjustments to fund a fiscally sustainable operation and maintain regulatory compliance.

- **Scenario 4: Phased Rate Adjustments and Full Capital Expenditures**

- Builds off of Scenario 3, but assumes a \$5 million interfund loan to assist ER in phasing the identified rate increases over three (3) years.
- Represents necessary rate adjustments to fund a fiscally sustainable operation and maintain regulatory compliance with phased increases.

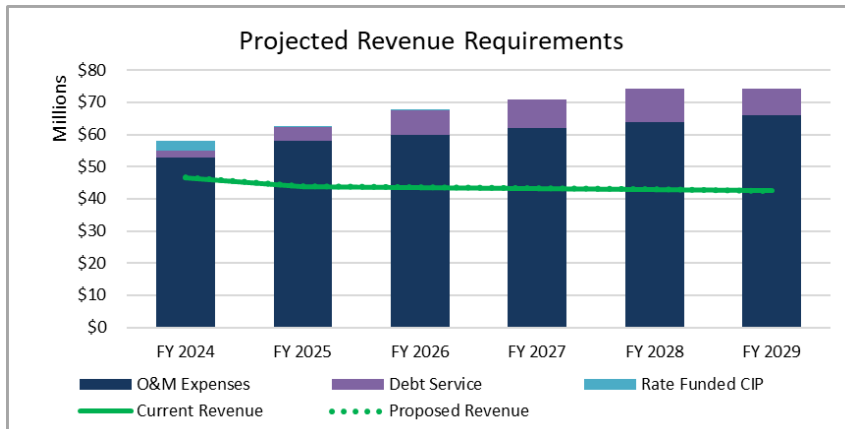
Baseline Model Assumptions

Assumes all identified funding requirements including operating, capital, and proposed capital lease and debt payments. Key assumptions include:

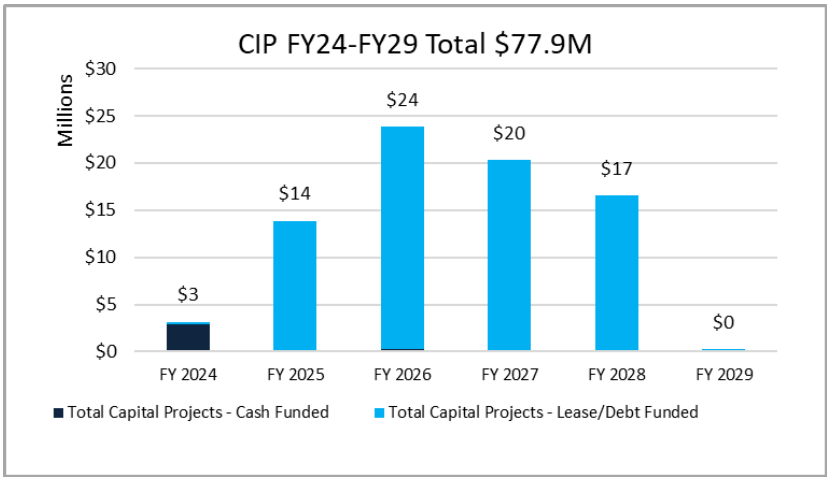
- Fiscal Year 2023/24 Served as Forecast Baseline as Adjusted for Actual Operating Results and known cost increases / operating expense growth estimated at 4.5% per year
- Assumes some additional collection routes to maintain regulatory compliance with SB1383 and service demands
- Assumes IUF repayments from the City to ER ends in FY 2023/24
- Assumes Resumption of IUF payments in FY 2024/25 to the City
- \$43.7 million Reinvestment to MRF including new equipment and roof FY 2025/26-FY 2027/28
- Replacement of vehicles at end of life in FY 2024/25
- Compliance with CARB Zero Emissions Vehicle Requirements
- Primarily relies on use of capital leases and debt to fully fund capital expenditures.
- Recognizes no rate adjustments to assess the adequacy of existing fees to cover the cost of service

Model Sensitivity 1: No rate adjustment

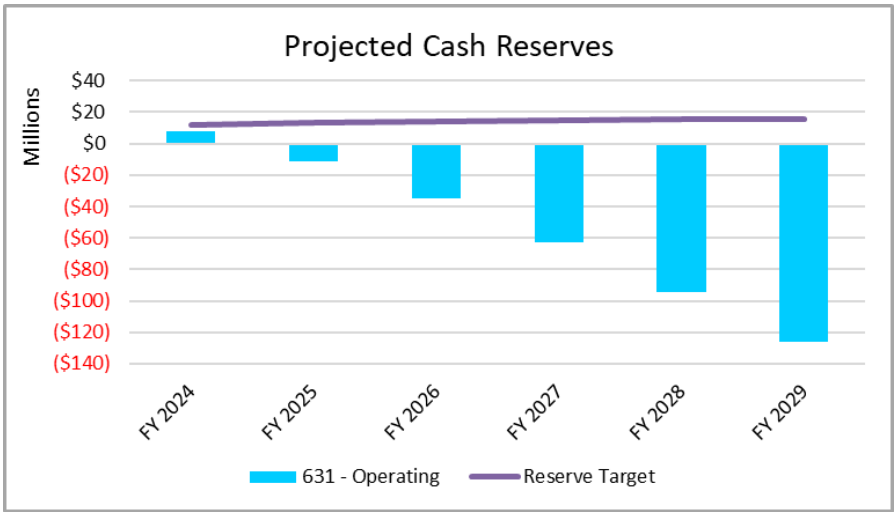
The following charts present a forecast of the cashflow requirements relative to a projection of existing revenues. As can be seen, the **solid green line** presents the projected revenues under existing rates. A decline in revenues is observed in FY 2024/25 due to the final repayment of IUF reimbursement from the City. Conversely, IUF payments to the City are assumed to begin in the Fiscal Year 2024/25. Operating expenses represented as the blue stacked bars are projected to increase by approximately 4.5% per year on average.



Capital expenditures funded directly from revenues are reflected as the blue stacked bar for FY 2023/24. Debt service requirements are represented as the purple stacked bar and reflect the addition of both existing capital lease payments and proposed capital lease and debt service payments associated with the funding of \$77.9 million in capital spending as shown below.

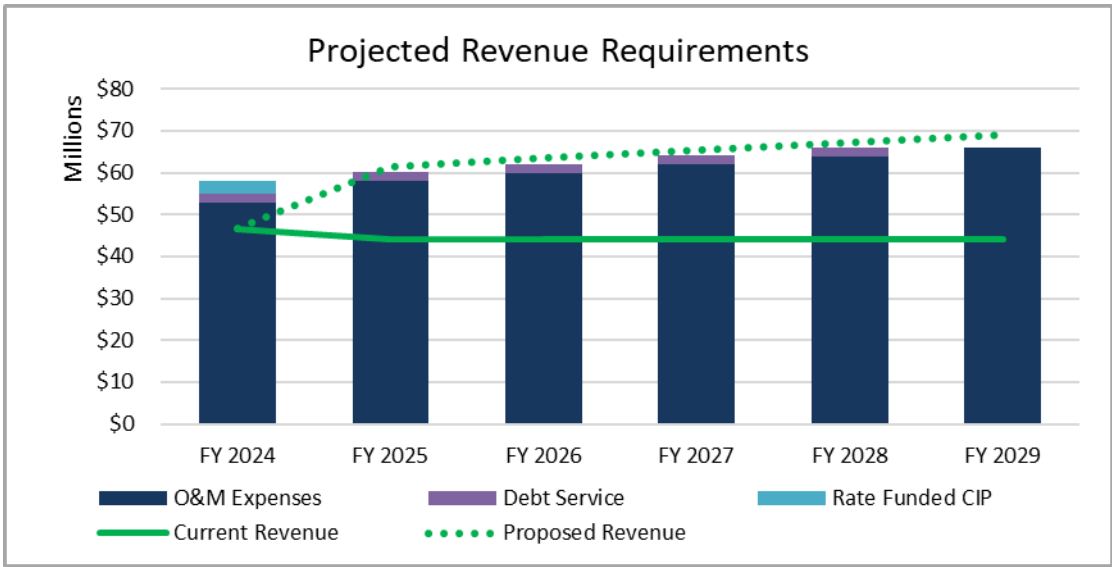


Assuming no rate adjustments ER system cash balances are estimated to fall negative by the Fiscal Year 2024/25 as shown below.



Model Sensitivity 2: Rate Adjustments and No Capital Expenditures

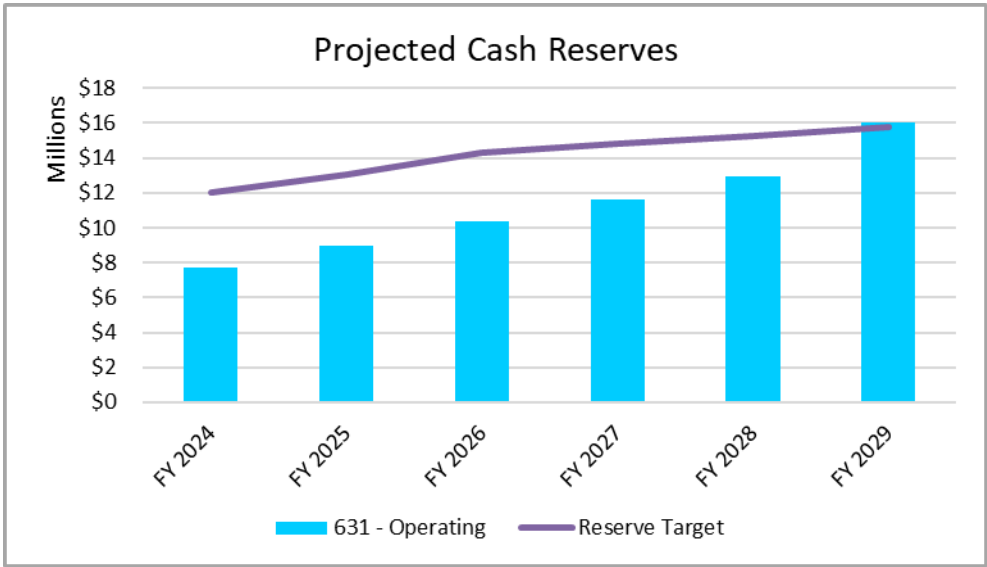
Assumes all identified funding requirements pursuant to Model Sensitivity 1 except it excludes capital spending to help identify the necessary rate increases to address the structural deficit among revenues and operating expenses. The following charts present a forecast of the cashflow requirements relative to a projection of existing revenues. As can be seen in this scenario in contrast with Model Sensitivity 1, the forecast does not reflect any increase in debt service payments.



To fully fund the revenue requirements of the scenario the following rate adjustments were recognized:

	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Recognized Revenue Adjustments - All Customers	0.00%	0.00%	43.00%	3.50%	3.00%	3.00%	3.00%
96 Gallon Residential Monthly Increase	\$30.78	\$30.78	\$44.02	\$45.56	\$46.93	\$48.34	\$49.79
64 Gallon Residential Monthly Increase	\$24.70	\$24.70	\$35.32	\$36.56	\$37.66	\$38.79	\$39.95
4 Cubic Yard - 1x week Commercial Monthly Increase	\$230.86	\$230.86	\$330.13	\$341.68	\$351.93	\$362.49	\$373.36
		\$0.00	\$99.27	\$11.55	\$10.25	\$10.56	\$10.87

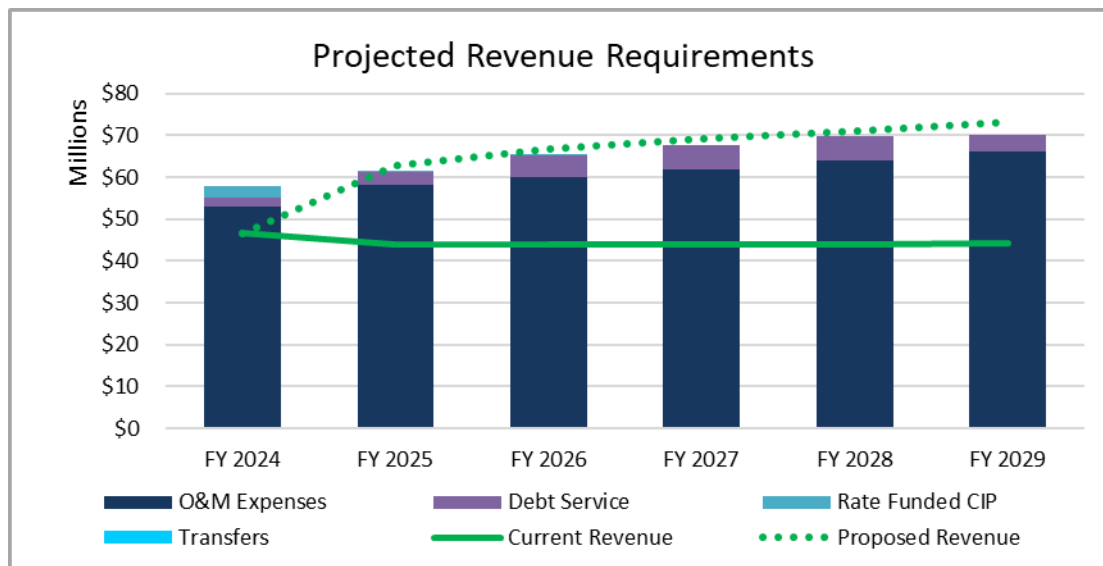
Assuming implementation of the identified rate adjustments the City is expected to maintain compliance with the minimum reserve target equivalent to 25% of operating expenditures.



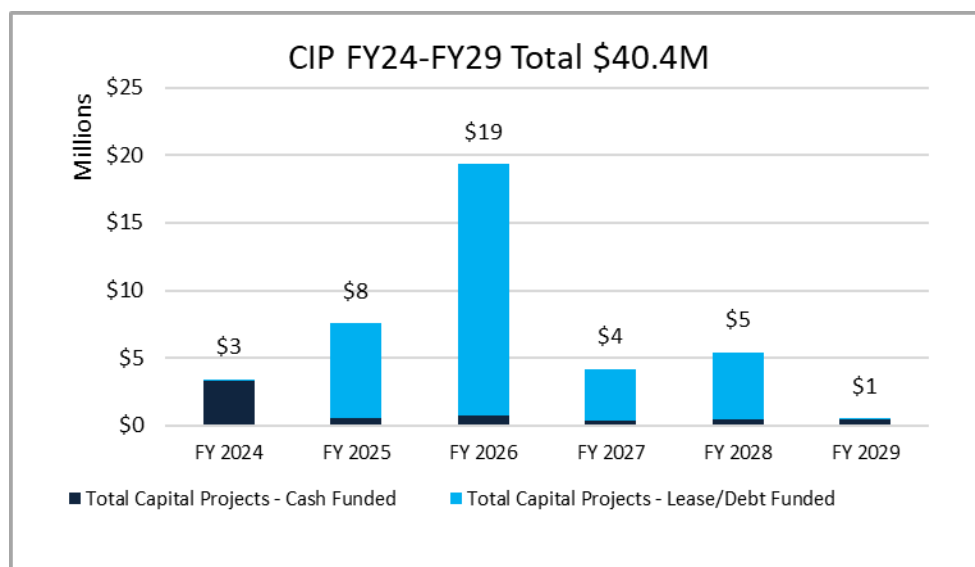
Scenario 1: Rate Adjustments and Reduced Capital Expenditures

Assumes all identified funding requirements pursuant to Model Sensitivity 1 except reduces capital expenditures including minimal spending for the MRF rehabilitation and only funding 50% of projected new vehicle fleet requirements. Includes an allowance for rebuilding vehicles to extend the service life and minimize capital expenditures. Represents a moderate capital spending scenario, but doesn't fully address capital reinvestment needs of the system. As can be seen in this scenario in contrast with Model Sensitivity 1, the forecast assumes less debt service associated with more moderate capital

spending assumptions.



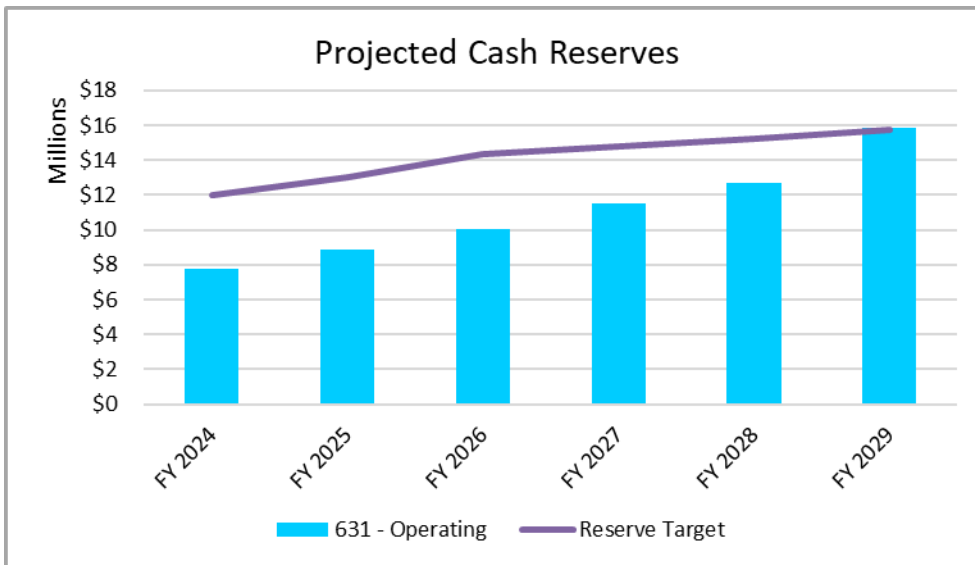
The following chart presents the total capital funding requirements assumed in this scenario. The majority of spending is assumed in the Fiscal Year 2025/26 associated with funding for the replacement of the MRF facility roof and partial equipment replacement. It is expected that the City will require further capital reinvestment to the MRF facility beyond the forecast period.



To fully fund the revenue requirements of the scenario the following rate adjustments were recognized:

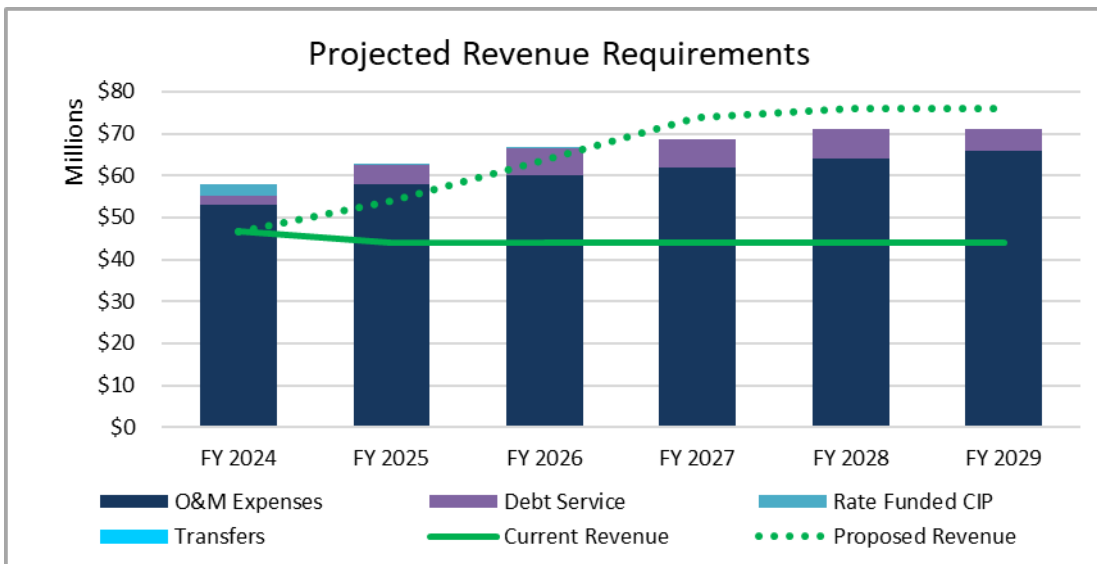
	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Recognized Revenue Adjustments - All Customers	0.00%	0.00%	46.00%	7.00%	3.50%	3.00%	3.00%
Effective Months	12.0	12.0	12.0	12.0	12.0	12.0	12.0
96 Gallon Residential - Monthly Bill	\$30.78	\$30.78	\$44.94	\$48.09	\$49.77	\$51.26	\$52.80
\$ - Change		\$0.00	\$14.16	\$3.15	\$1.68	\$1.49	\$1.54
64 Gallon Residential	\$24.70	\$24.70	\$36.06	\$38.58	\$39.93	\$41.13	\$42.36
\$ - Change		\$0.00	\$11.36	\$2.52	\$1.35	\$1.20	\$1.23
4 Cubic Yard - 1x week Commercial	\$230.86	\$230.86	\$337.06	\$360.65	\$373.27	\$384.47	\$396.00
\$ - Change		\$0.00	\$106.20	\$23.59	\$12.62	\$11.20	\$11.53

Assuming implementation of the identified rate adjustments the City is expected to maintain compliance with the minimum reserve target equivalent to 25% of operating expenditures.



Scenario 2: Phased Rate Adjustments and Reduced Capital Expenditures

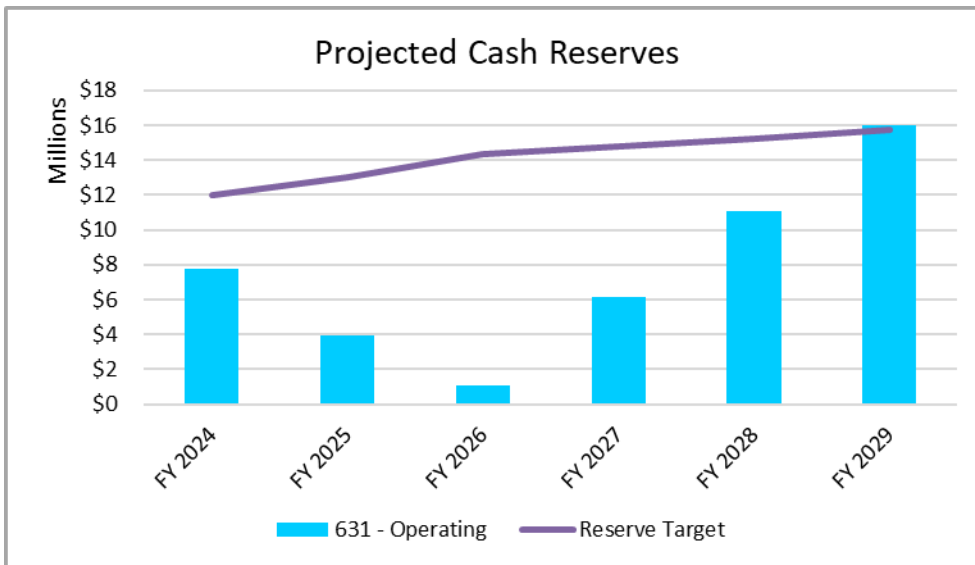
Builds off of Scenario 1, but assumes a \$5 million interfund loan to assist ER in phasing the identified rate increases over three (3) years. Represents a moderate capital spending scenario with phased increases. As can be seen in this scenario in contrast with Scenario 3, the forecast assumes a more moderate phase-in of the proposed system revenues.



The following rate adjustments were recognized:

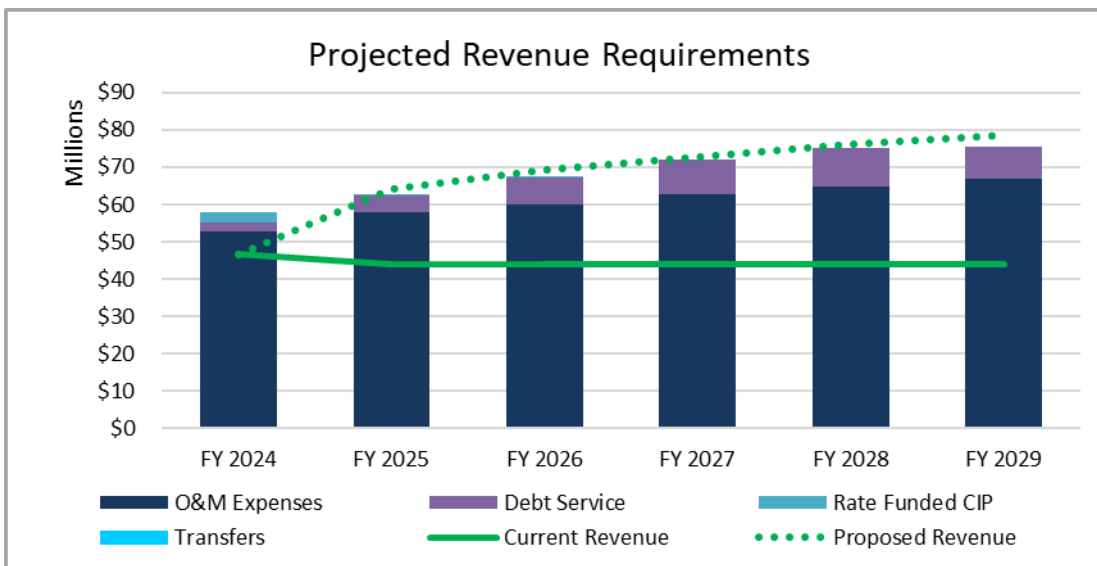
	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Recognized Revenue Adjustments - All Customers	0.00%	0.00%	24.53%	19.70%	16.46%	3.00%	0.00%
Effective Months	12.0	12.0	12.0	12.0	12.0	12.0	12.0
96 Gallon Residential - Monthly Bill	\$30.78	\$30.78	\$38.33	\$45.88	\$53.43	\$55.03	\$55.03
\$ - Change		\$0.00	\$7.55	\$7.55	\$7.55	\$1.60	\$0.00
64 Gallon Residential	\$24.70	\$24.70	\$30.76	\$36.82	\$42.88	\$44.17	\$44.17
\$ - Change		\$0.00	\$6.06	\$6.06	\$6.06	\$1.29	\$0.00
4 Cubic Yard - 1x week Commercial	\$230.86	\$230.86	\$287.49	\$344.12	\$400.75	\$412.77	\$412.77
\$ - Change		\$0.00	\$56.63	\$56.63	\$56.63	\$12.02	\$0.00

Assuming implementation of the identified rate adjustments the City is expected to reach compliance with the minimum reserve target equivalent to 25% of operating expenditures, however, cash reserves are expected to be substantially depleted by the Fiscal Year 2025/26 resulting in an increased financial risk to other City funds.



Scenario 3: Rate Adjustments and Full Capital Expenditures

Assumes all identified funding requirements as assumed in Model Sensitivity 1, including the full capital funding requirements. Represents necessary rate adjustments to fund a fiscally sustainable operation and maintain regulatory compliance. The following chart presents a forecast of the funding requirements consistent with Model Sensitivity 1, however also assumes additional revenue adjustments. The debt assumptions observed to fully fund the CIP assume: i) \$46.5 million in 20-year loans at 5% interest for the facility capital improvements; and ii) approximately \$28 million in capital leases with a 7-year repayment at 3% interest. Total debt and capital lease payments are expected to increase from approximately \$2 million a year to \$10 million a year at its highest level by the Fiscal Year 2027/28.

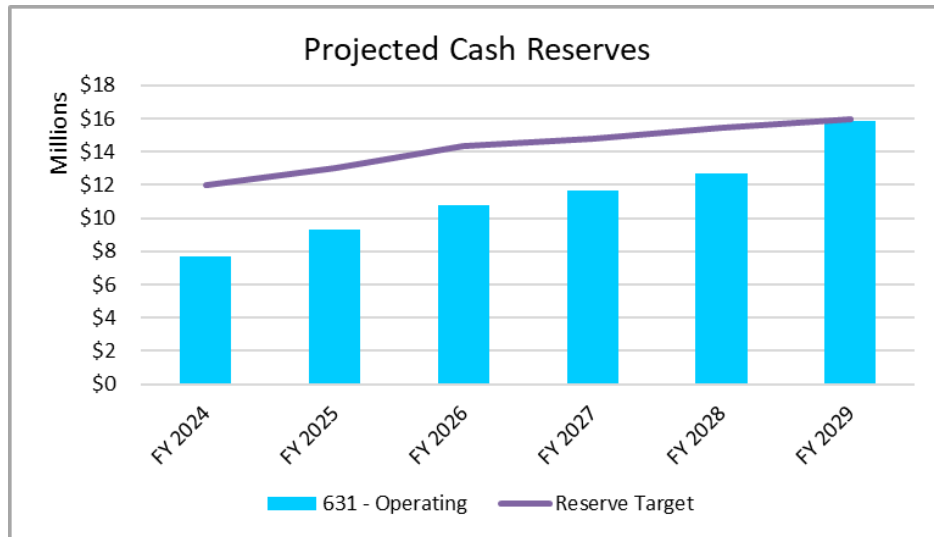


The following presents the proposed rate adjustments to fully fund the requirements of this scenario.

	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Recognized Revenue Adjustments - All Customers	0.00%	0.00%	50.00%	8.00%	5.50%	5.00%	3.00%
Effective Months	12.0	12.0	12.0	12.0	12.0	12.0	12.0
96 Gallon Residential - Monthly Bill	\$30.78	\$30.78	\$46.17	\$49.86	\$52.60	\$55.23	\$56.89
\$ - Change		\$0.00	\$15.39	\$3.69	\$2.74	\$2.63	\$1.66
64 Gallon Residential	\$24.70	\$24.70	\$37.05	\$40.01	\$42.21	\$44.32	\$45.65
\$ - Change		\$0.00	\$12.35	\$2.96	\$2.20	\$2.11	\$1.33
4 Cubic Yard - 1x week Commercial	\$230.86	\$230.86	\$346.29	\$373.99	\$394.56	\$414.29	\$426.72
\$ - Change		\$0.00	\$115.43	\$27.70	\$20.57	\$19.73	\$12.43

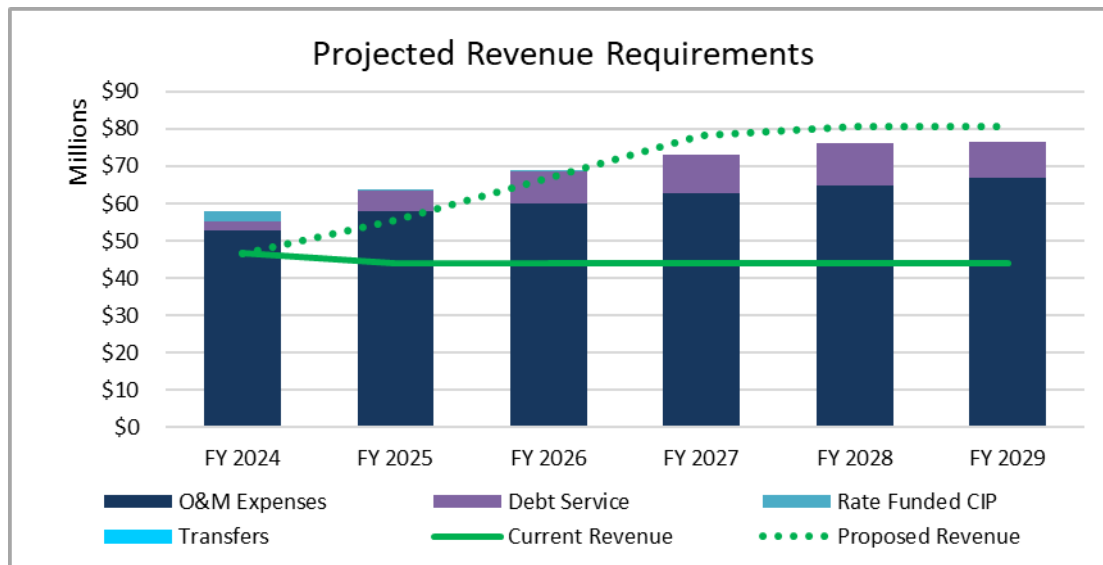
Assuming implementation of the identified rate adjustments the City is expected to maintain compliance with the

minimum reserve target equivalent to 25% of operating expenditures, however, cash reserves are expected to be substantially depleted by the Fiscal Year 2025/26 resulting in an increased financial risk to other City funds.



Scenario 4: Phased Rate Adjustments and Full Capital Expenditures

Assumes all identified funding requirements as stated in Model Sensitivity 1 and Scenario 3, including the full capital funding requirements. It only varies from Scenario 3 in that it phases the rate increase over a 3-year period through an assumed \$5 million interfund loan. As can be seen in this scenario in contrast with Scenario 3, the forecast assumes a more moderate phase-in of the proposed system revenues.

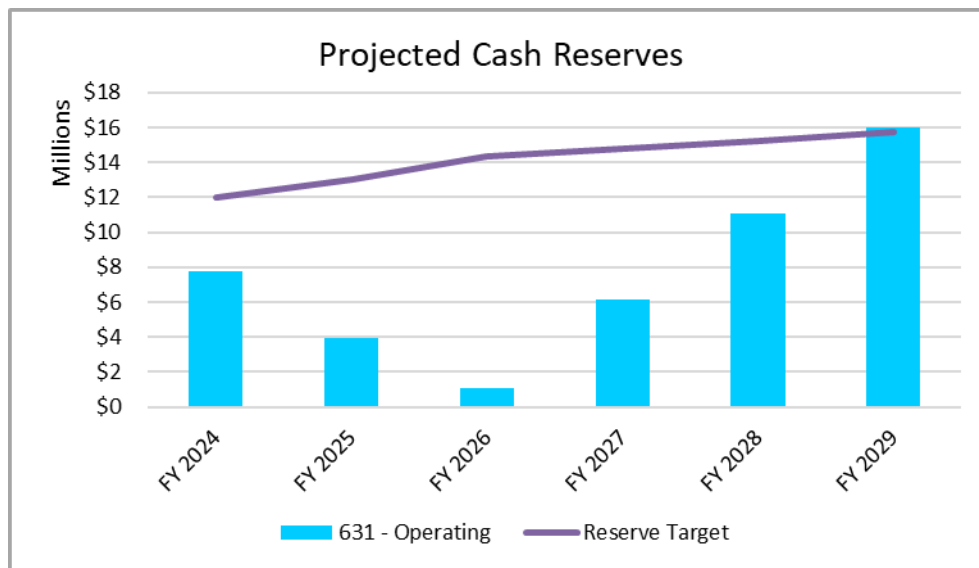


The following rate adjustments were recognized:

	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Recognized Revenue Adjustments - All Customers	0.00%	0.00%	28.27%	22.04%	18.06%	3.00%	0.00%
Effective Months	12.0	12.0	12.0	12.0	12.0	12.0	12.0
96 Gallon Residential - Monthly Bill	\$30.78	\$30.78	\$39.48	\$48.18	\$56.88	\$58.59	\$58.59
\$ - Change		\$0.00	\$8.70	\$8.70	\$8.70	\$1.71	\$0.00
64 Gallon Residential	\$24.70	\$24.70	\$31.68	\$38.66	\$45.64	\$47.01	\$47.01
\$ - Change		\$0.00	\$6.98	\$6.98	\$6.98	\$1.37	\$0.00
4 Cubic Yard - 1x week Commercial	\$230.86	\$230.86	\$296.11	\$361.36	\$426.61	\$439.41	\$439.41
\$ - Change		\$0.00	\$65.25	\$65.25	\$65.25	\$12.80	\$0.00

Assuming implementation of the identified rate adjustments the City is expected to reach compliance with the minimum reserve target equivalent to 25% of operating expenditures, however, cash reserves are expected to be substantially

depleted by the Fiscal Year 2025/26 resulting in an increased financial risk to other City funds.



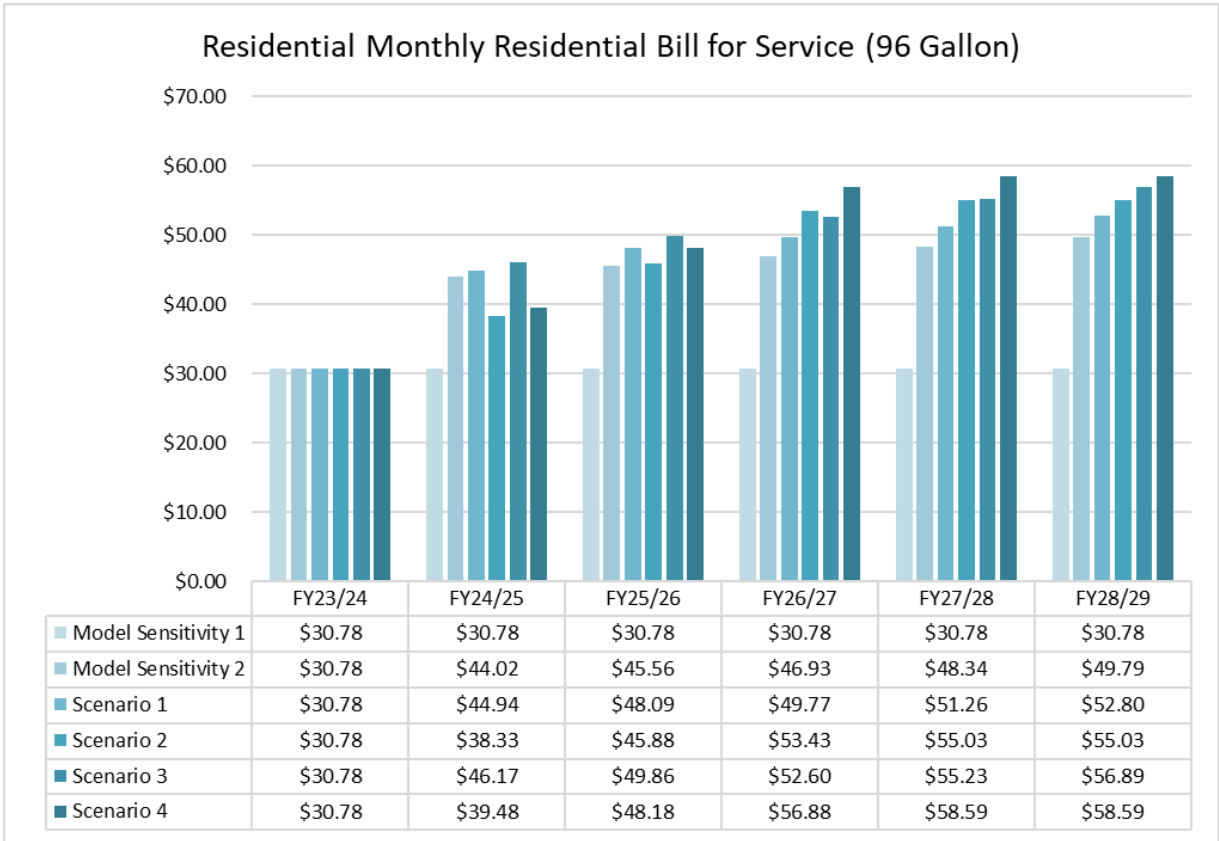
Scenario Comparisons and Key Observations:

Scenario Residential Bill Impact Comparison

As can be seen below, Scenario 1 and 3 represent the largest single rate revenue adjustments ranging from approximately \$14 to \$15 per month. Based on comparison Model Sensitivity 2 we can infer that 86% of the rate increase is to address the operating expenses / structural deficiency of the system. Of Scenarios 1 and 3, only Scenario 3 fully funds the total identified needs of the system.

Additionally, we performed a sensitivity with Scenarios 2 and 4, which phased in the rate increases over a three (3) year period. Scenario 2 represents the moderate capital funding at \$7.55/month while Scenario 4 represents the full capital funding requirements at \$8.70/month.

	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29
Model Sensitivity 1	\$-	\$-	\$-	\$-	\$-
Model Sensitivity 2	\$13.24	\$1.54	\$1.37	\$1.41	\$1.45
Scenario 1	\$14.16	\$3.15	\$1.68	\$1.49	\$1.54
Scenario 2	\$7.55	\$7.55	\$7.55	\$1.60	\$-
Scenario 3	\$15.39	\$3.69	\$2.74	\$2.63	\$1.66
Scenario 4	\$8.70	\$8.70	\$8.70	\$1.71	\$0.00



Financial Assistance Programs

The City of Oxnard’s Utility Rate Assistance Program “Project Assist” is available for solid waste, water, and wastewater utility customers who qualify. This program was initially approved by City Council in May 2017 and has since been renewed annually. Project Assist grants financial relief equal to a monthly \$25.00 maximum credit per utility bill charged to customers who meet the eligibility requirements. For FY 2023/24, staff requested to direct \$241,500 from late penalty revenues to the Project Assist Program. The \$241,500 allocation estimates that approximately 805 eligible utility customers could participate in the program for a full fiscal year.

Outreach Information

Requirements for Prop 218 and Timeline:

Proposition 218 has very strict rules that govern the revenue of the solid waste utility. Specifically:

1. An agency cannot collect revenue beyond what is necessary to provide the service.
2. Revenues derived from the charge shall not be used for any other purpose other than that for which the charge was imposed.
3. The amount of the fee may not be used for any other purpose other than that for which the change was imposed.
4. The amount of the fee may not exceed the proportional cost of service for the parcel.
5. No charge may be imposed for a service unless that service is actually used or immediately available to the owner of the property.
6. A written notice of the proposed charge shall be mailed to the record owner of each parcel at least 45 days prior to the public hearing when the agency considers all written protests against the charge.

Estimated Timeline for Proposition

Early January 2024	Mail Proposition 218 Notices (English & Spanish) containing the Proposed Solid Waste Rate increase to Property Owners and Ratepayers
March 4, 2023	Public Hearing for Proposed Rate

In addition to the required notification listed above, the City has created a multi-faceted outreach campaign to raise awareness of the Refuse Cost of Service draft Study, which includes two Community Meetings scheduled for Wednesday, November 15, 2023, at 6:30 p.m. at the South Oxnard Center and Wednesday, December 13, 2023, at 6:30 p.m. at the Oxnard City Council Chambers - streamed virtually via the City's YouTube Channel.

Additionally, staff anticipates distributing a bilingual press release before the Community Meetings; running English and Spanish social media ads on Facebook and Instagram to inform residents and stakeholders; and publishing a bilingual print ad in VIDA newspaper. Paid outreach will be supplemented by including Refuse Cost of Service Study Community Meeting flyers in the neighborhood weekly packets and regularly posting on Nextdoor, Twitter, Facebook, and Instagram.

The City's consultant, Raftelis, created an informational Rates 101 video in English and Spanish, which will be shared by staff at Community Meetings, on the City website, and via the City's social media channels. Additionally, staff has created an ER Division video in English and Spanish, which details the operations and services provided by the division, and the economic challenges the division faces. The videos will be shared in a series of small clips on a YouTube playlist and social media channels for the community to access.

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 solicitation of City Council input and feedback has no fiscal impact. Absent a rate adjustment, the draft cost of service study projects negative cash balances by FY 2024/25.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 2-0 on November 14, 2023, to approve the staff recommendation and forward the item to the Council for input. The context of the staff report from Committee has been edited based on comments received at the November 14, 2023 meeting. In addition, the recommendation section has been updated to include comments that were received.

Prepared by: Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. City Presentation
2. Raftelis Presentation

Solid Waste (Refuse) Rates Discussion

City Council
December 5, 2023

MICHAEL WOLFE, P.E.
PUBLIC WORKS DIRECTOR

Recommendation

That the City Council:

1. Provide comments and feedback on the goals, variable input, preliminary scenarios, and the process and timeline for solid waste rates; and
2. Direct staff to move forward to the next step in the rate setting process on the basis of Scenario 4.

Oxnard's Environmental Resources



34,154

Residential
customers



16,378

Commercial
properties



589,876,000 lbs.

of municipal solid waste handled*

+



25,836,000 lbs.

of recycled material*

sorted and diverted from the landfill

28,354,000 lbs.

of organic waste*



*In Fiscal Year 2022-2023

How Much **Waste** Is It?

THE WASTE WE COLLECT

644,066,000 LBS.

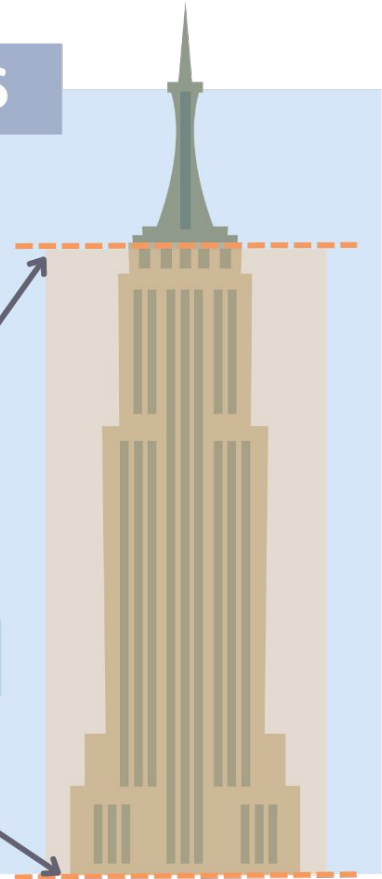


IS ABOUT AS HEAVY AS

**THE EMPIRE
STATE BUILDING**

(730,000,000 LBS.)

Oxnard's annual waste
(approximately)



Summary of Operations

ENSURE PROPER DISPOSAL OF WASTE

1

WEEKLY COLLECTION

40 residential, commercial and industrial routes



2

DEL NORTE REGIONAL RECYCLING & TRANSFER STATION

179 Employees 138 Vehicles

City staff sort and prepare materials for transfer



3

TRANSFER MATERIALS

City staff and contracted providers haul materials for recycling, reuse or landfill



RECYCLABLES:

Recyclables arrive at the MRF. Staff hand sorts to separate by type, removes contaminants, bales and prepares them to be sold.

YARD WASTE:

Green yard waste goes to the MRF. Staff hand sorts to separate by type, removes contaminants, and prepares to be transferred.

FOOD WASTE:

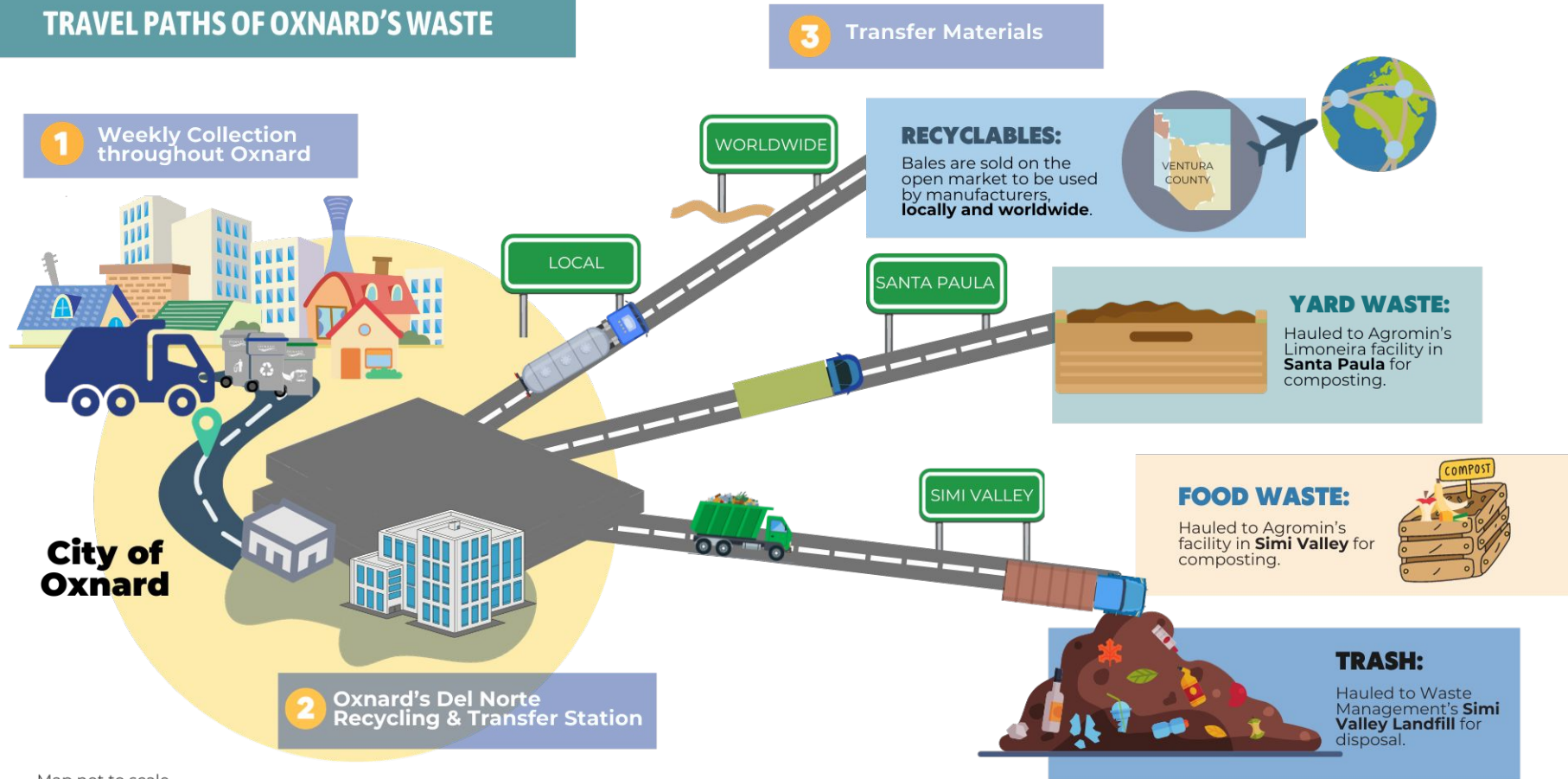
Food waste goes to the MRF. Staff removes plastic bags, hand sorts to remove contaminants, and prepares to be transferred.

TRASH:

Trash goes to the tipping floor, where transfer vehicles operated by Oxnard employees and contractors are filled to transfer.

Summary of Operations

TRAVEL PATHS OF OXNARD'S WASTE



Environmental Resources **Capital Investments**

Capital Investments including CIP

Compressed Natural
Gas Facility



Truck
Replacement



Roof Replacement
Del Norte Facility



Scale House & Truck
Weigh Scale



Video Surveillance
System - Phase II



Efficient Efforts

What we're doing to keep costs down

BUDGET VS. EXPENSES

Review budget and expenses on a quarterly basis



GRANTS

Apply for grants to reduce cost of state mandates



OUTREACH EDUCATION

Promote programs to engage and inform community members of appropriate services and proper disposal of materials



PARTNERSHIPS

Partnering with other departments and organizations to share costs when possible



BIDS

Use lowest qualified bid to obtain the lowest costs for materials and contracted services



Sample Item Cost Increase

January 2013 COST	SAMPLE ITEM:	January 2023 COST
\$3.53	 GALLON OF MILK	\$4.20 ↑ 19%
\$1.93	 1 DOZEN EGGS	\$4.82 ↑ 150%
\$3.35	 GALLON OF GAS	\$5.18* ↑ 55% (CA average Nov. 2023)

Source: U.S. Bureau of Labor Statistics-Consumer Price Index

*AAA Gas Prices Report - Retrieved 11/03/2023 - <https://gasprices.aaa.com/?state=CA>

Sample Product Cost Increase

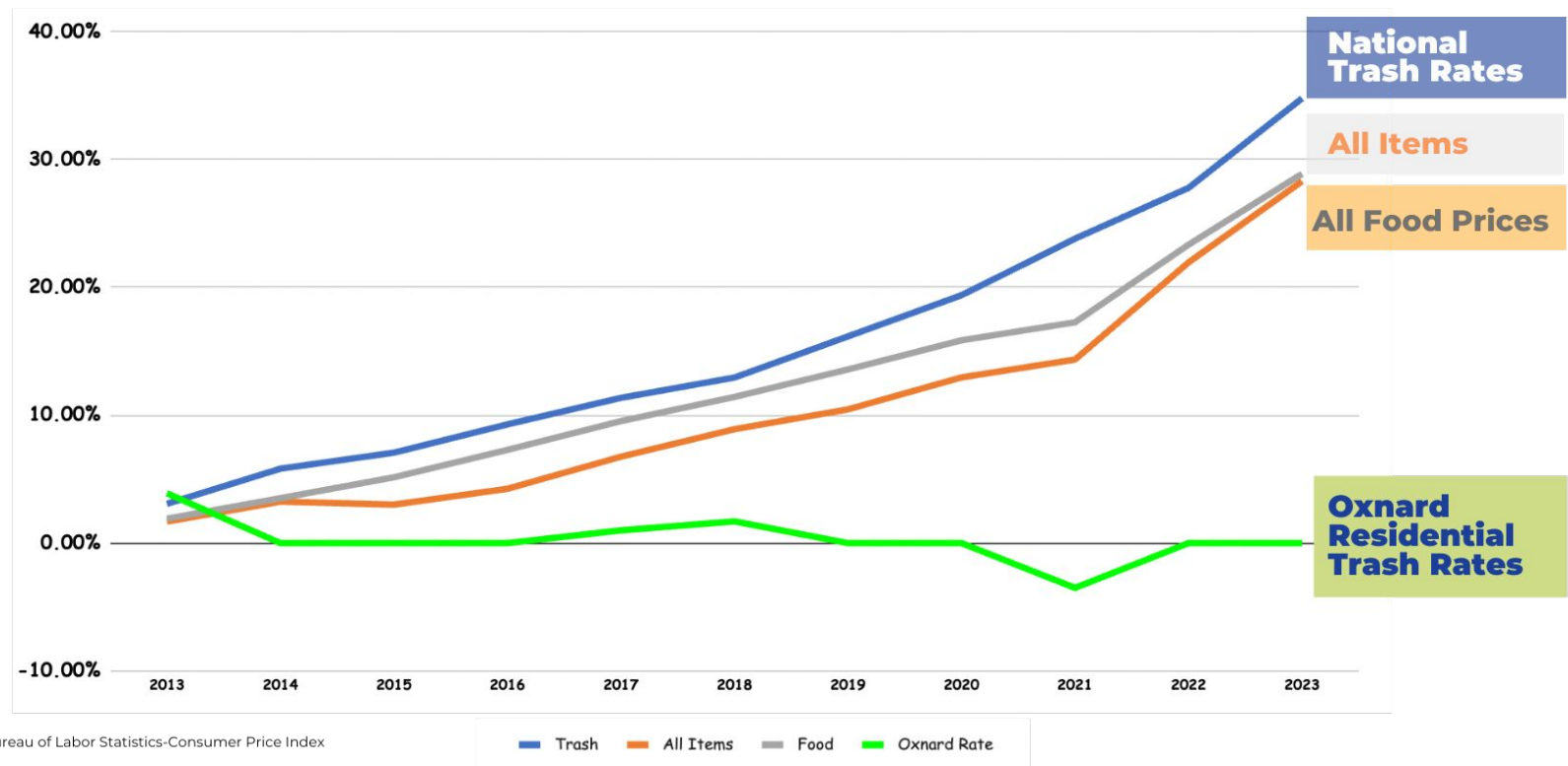
January 2013 COST	SAMPLE ITEM:	January 2023 COST
\$1.00	 NATURAL GAS (per therm)	\$1.82 
\$0.13	 ELECTRICITY (per kWh)	\$0.17 
\$26,175 (average cost)	 FORD F-150 TRUCK	\$33,695 (average cost) 

Sources: U.S. Bureau of Labor Statistics-Consumer Price Index

Consumer Price Index

Increases 2013-2023

What consumers pay for refuse service nationwide has increased faster than inflation for the price of food and other items; yet Oxnard rates have remained significantly lower



State **Unfunded** Mandates

4 recycling and composting laws pose major financial and operational impacts on the solid waste collection system:

Mandatory Commercial Recycling (MCR)

Adopted by CA in 2012



Requires businesses* & multi-family complexes* to self-haul or subscribe to recycling services

*Applies to businesses that generate four+ cubic yards of commercial waste per week and multi-family complexes with five or more units

AB341

Mandatory Commercial Organics (MORE)

Effective January 1, 2016

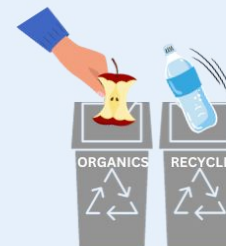
Phases in the businesses and multi-family dwellings required to subscribe to commercial organic collection service



AB1826

Expands MCR & MORE

Effective July 1, 2020



Mandatory recycling and organics carts for businesses

at the "front of house" to collect waste generated by customers from products purchased and consumed on premises

AB827

Mandatory Organics Recycling

Effective January 1, 2022

Requires Oxnard to provide organic waste collection services to all residents and businesses

Weekly collection of all three carts for residential customers implemented



Bagged food waste is sorted by Oxnard employees at the MRF

SB1383

Rate Setting - Goals



Input & Considerations



Rate Study Period

Recommendation: 5 year period



Pass Through Charge

Recommendation: Include a pass-through option to avoid over/under estimating factors outside the City's control



Capital Improvement Program (CIP) & Capital Outlay

Allows for CIP projects and capital outlay at a rate within existing resources



Reserve Fund Balance Budget

Recommendation: Aim to maintain 25% reserves



Debt Coverage Ratio

Recommendation: Maintain a minimum of 1.10

Refuse Rate History

Year	Oct. 2012	Jan. 2013	Mar. 2013	Jan. 2014	Jan. 2015	Jan. 2016	Jan. 2017	Jan. 2018	Jan. 2019	Jan. 2020	Jan. 2021	Jan. 2022	Jan. 2023
Residential Rate (96 gallon)	\$29.86	\$30.15	\$31.03	\$31.03	\$31.03	\$31.03	\$31.34	\$31.88	\$31.88	\$31.88	\$30.78	\$30.78	\$30.78
Total Change	0.0%	1%	2.9%	0.0%	0.0%	0.0%	1.0%	1.7%	0.0%	0.0%	-3.5%	0.0%	0.0%
Notes		Rate Increase	Pass Through				Pass Through	Pass Through			IUF Reduction		

In September 2021, the City **REDUCED** its Environmental Resources rates by **3.5%** due to the removal of the Infrastructure Use Fee (IUF).

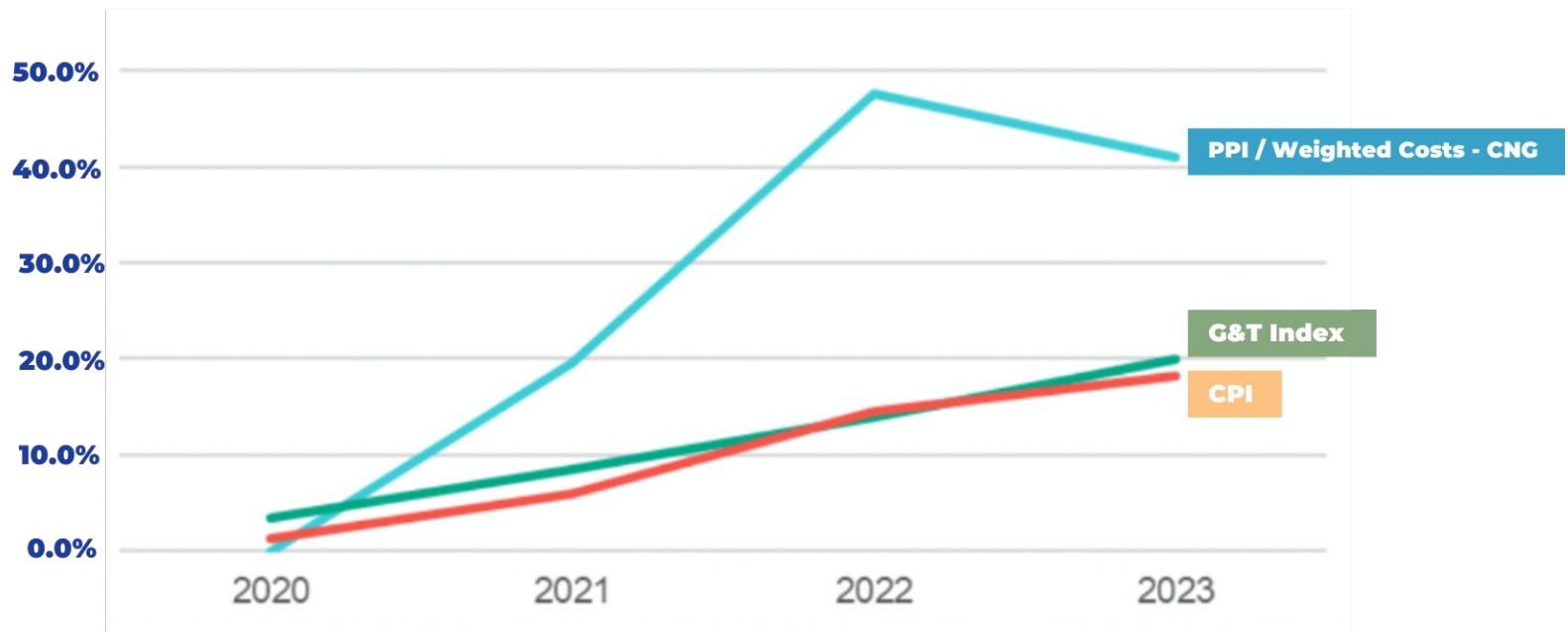


Based on **current rates**, a single family residence in Oxnard pays a monthly refuse bill of **\$30.78**.

Solid Waste Inflation

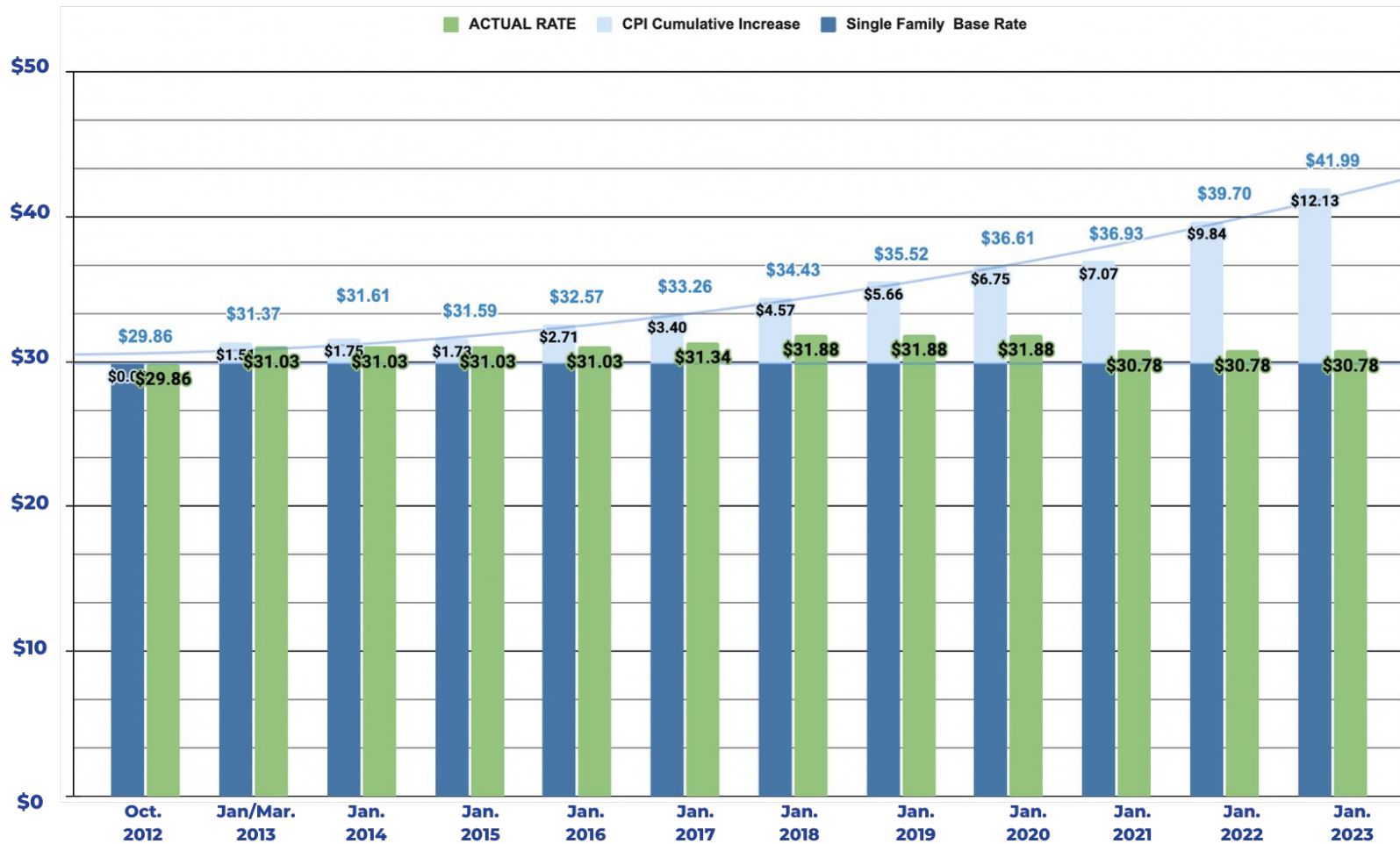
The Garbage and Trash Index has increased by 20% since 2020.

A weighted Producer Price Index (PPI) of the cost inputs to garbage collection service and estimated cost increases may be closer to 40% since 2020 due to labor, capital cost, and fuel cost increases.



As calculated by the City's Rate Study Consultant, Raftelis

Single Family Rate with CPI, IUF, & Pass Throughs



City Utility Comparison

Average Monthly Refuse Cost per Person per Household¹

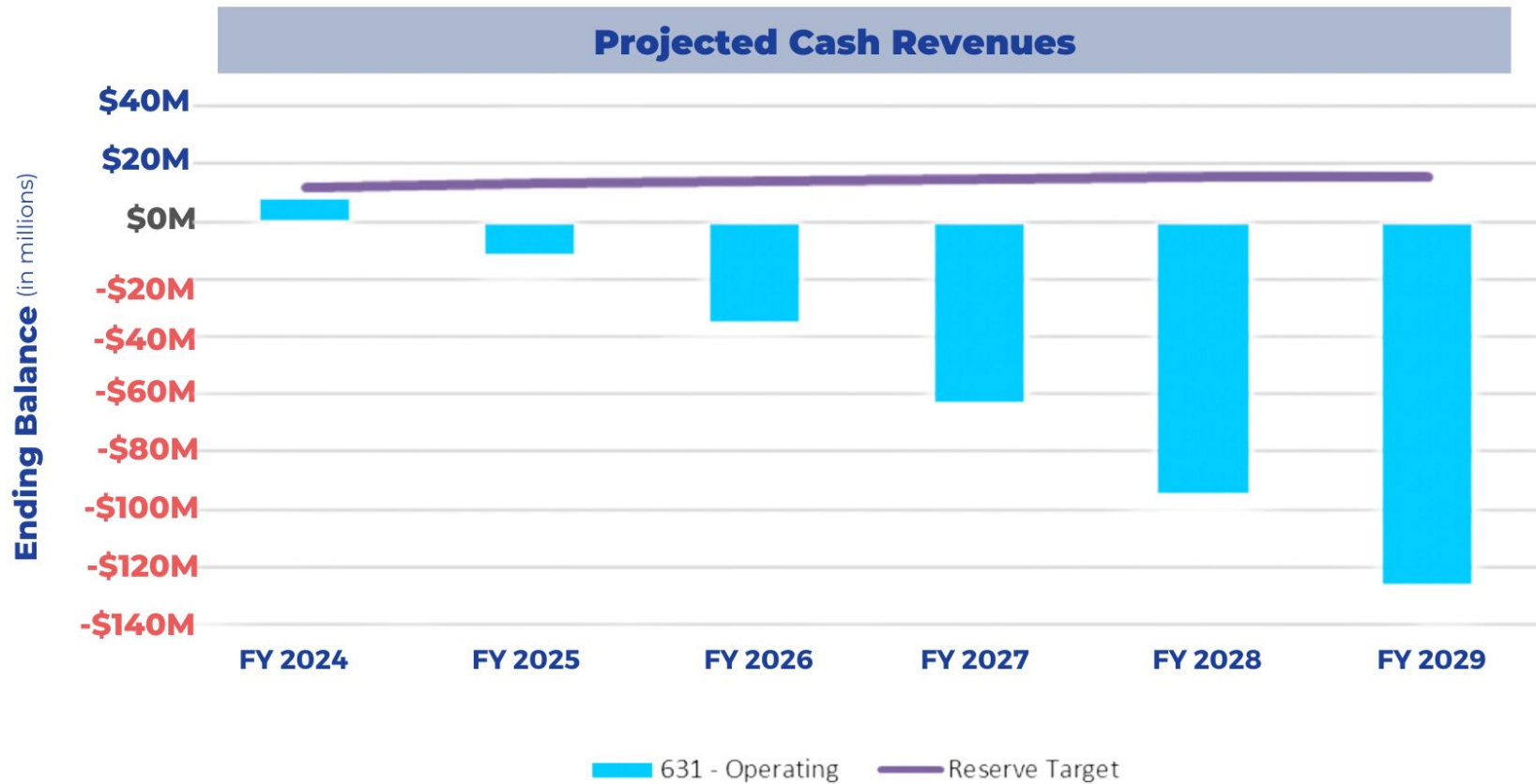
							
 Refuse Rate ¹	\$30.78 (2013)	\$37.59 (2021)	\$34.25 (2023)	\$28.67 (2023)	\$25.60 (2014)	\$34.82 (2021)	\$34.39 (2022)
 Number of Households ²	50,403	42,091	25,673	46,270	6,859	43,893	---
 Persons per Household ²	4.0	2.58	2.7	2.71	3.06	2.87	---
 Average Monthly Refuse Cost per person	\$7.70	\$14.57	\$12.69	\$10.58	\$8.37	\$12.13	---

¹ Average Refuse Rate for single family home for Fiscal Year 2023-2024. Utility rates retrieved from each city's official website.

² Data from U.S. Census Bureau.

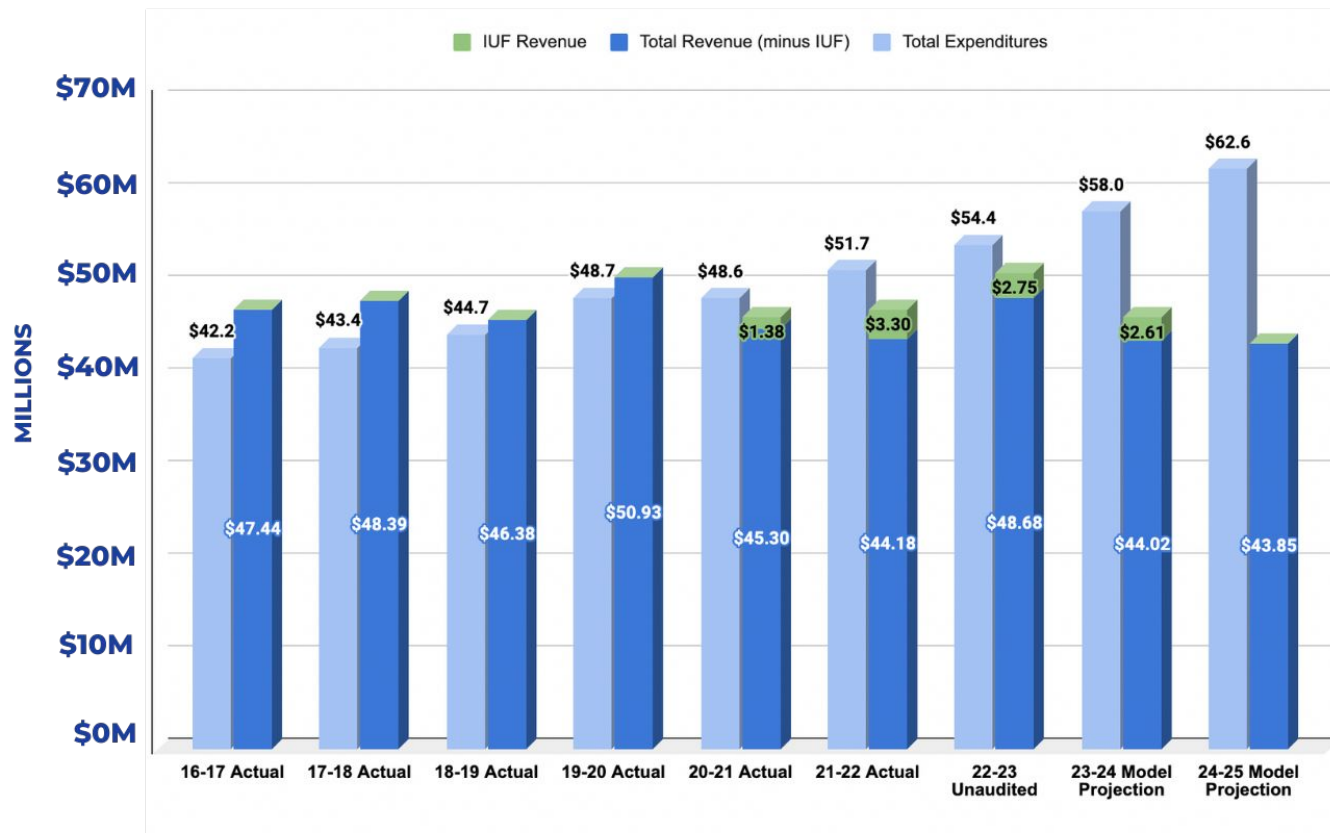
Updated October 25, 2023

ER Cash Balance Estimate



Expenditures vs Revenue

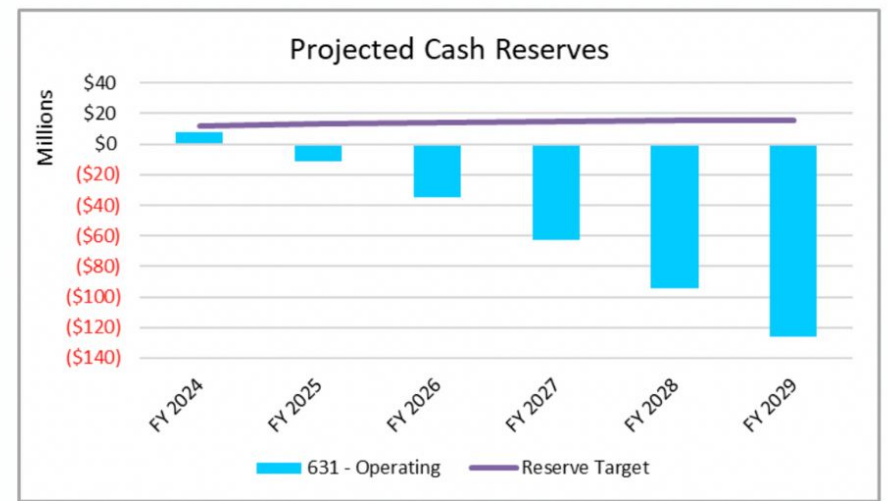
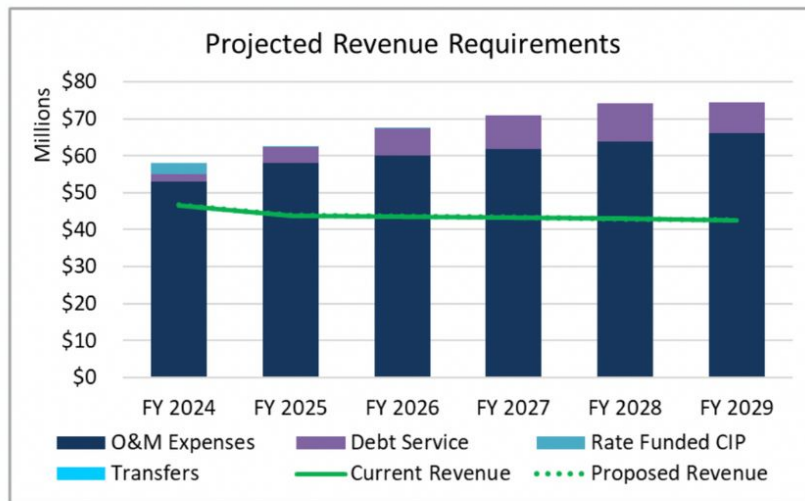
Total Expenditures vs Total Revenue (minus IUF) and IUF Revenue



PROPOSED RATE OVERVIEW

Model Sensitivity 1:

No Rate Adjustment and Full Capital Expenditures



- Assuming no rate adjustments, ER system cash balances are estimated to fall negative by the Fiscal Year 2024/25 as shown above

PROPOSED RATE OVERVIEW

Model Sensitivity 2:

Rate Adjustments and No Capital Expenditures

	Current	2025	2026	2027	2028	2029
Rate Adjustments - All Customers		43.00%	3.50%	3.00%	3.00%	3.00%
96 Gallon Residential	\$30.78	\$44.02	\$45.56	\$46.93	\$48.34	\$49.79
Monthly Increase		\$13.24	\$1.54	\$1.37	\$1.41	\$1.45
64 Gallon Residential	\$24.70	\$35.32	\$36.56	\$37.66	\$38.79	\$39.95
Monthly Increase		\$10.62	\$1.24	\$1.10	\$1.13	\$1.16
4 Cubic Yard - 1 x week						
Commercial	\$230.86	\$330.13	\$341.68	\$351.93	\$362.49	\$373.36
Monthly Increase		\$99.27	\$11.55	\$10.25	\$10.56	\$10.87

PROPOSED RATE OVERVIEW

Scenario 1

Rate Adjustments and Reduced Capital Expenditures

	Current	2025	2026	2027	2028	2029
Rate Adjustments - All Customers		46.00%	7.00%	3.50%	3.00%	3.00%
96 Gallon Residential	\$30.78	\$44.94	\$48.09	\$49.77	\$51.26	\$52.80
Monthly Increase		\$14.16	\$3.15	\$1.68	\$1.49	\$1.54
64 Gallon Residential	\$24.70	\$36.06	\$38.58	\$39.93	\$41.13	\$42.36
Monthly Increase		\$11.36	\$2.52	\$1.35	\$1.20	\$1.23
4 Cubic Yard - 1 x week Commercial	\$230.86	\$337.06	\$360.65	\$373.27	\$384.47	\$396.00
Monthly Increase		\$106.20	\$23.59	\$12.62	\$11.20	\$11.53

PROPOSED RATE OVERVIEW

Scenario 2

Phased Rate Adjustments and Reduced Capital Expenditures

	Current	2025	2026	2027	2028	2029
Rate Adjustments - All Customers		24.53%	19.70%	16.46%	3.00%	0.00%
96 Gallon Residential	\$30.78	\$38.33	\$45.88	\$53.43	\$55.03	\$55.03
Monthly Increase		\$7.55	\$7.55	\$7.55	\$1.60	\$0.00
64 Gallon Residential	\$24.70	\$30.76	\$36.82	\$42.88	\$44.17	\$44.17
Monthly Increase		\$6.06	\$6.06	\$6.06	\$1.29	\$0.00
4 Cubic Yard - 1 x week Commercial	\$230.86	\$287.49	\$344.12	\$400.75	\$412.77	\$412.77
Monthly Increase		\$56.63	\$56.63	\$56.63	\$12.02	\$0.00

PROPOSED RATE OVERVIEW

Scenario 3

Rate Adjustments and Full Capital Expenditures

	Current	2025	2026	2027	2028	2029
Rate Adjustments - All Customers		50.00%	8.00%	5.50%	5.00%	3.00%
96 Gallon Residential	\$30.78	\$46.17	\$49.86	\$52.60	\$55.23	\$56.89
Monthly Increase		\$15.39	\$3.69	\$2.74	\$2.63	\$1.66
64 Gallon Residential	\$24.70	\$37.05	\$40.01	\$42.21	\$44.32	\$45.65
Monthly Increase		\$12.35	\$2.96	\$2.20	\$2.11	\$1.33
4 Cubic Yard - 1 x week						
Commercial	\$230.86	\$346.29	\$373.99	\$394.56	\$414.29	\$426.72
Monthly Increase		\$115.43	\$27.70	\$20.57	\$19.73	\$12.43

PROPOSED RATE OVERVIEW

Scenario 4

Phased Rate Adjustments and Full Capital Expenditures

	Current	2025	2026	2027	2028	2029
Rate Adjustments - All Customers		28.27%	22.04%	18.06%	3.00%	0.00%
96 Gallon Residential	\$30.78	\$39.48	\$48.18	\$56.88	\$58.59	\$58.59
Monthly Increase		\$8.70	\$8.70	\$8.70	\$1.71	\$0.00
64 Gallon Residential	\$24.70	\$31.68	\$38.66	\$45.64	\$47.01	\$47.01
Monthly Increase		\$6.98	\$6.98	\$6.98	\$1.37	\$0.00
4 Cubic Yard - 1 x week						
Commercial	\$230.86	\$296.11	\$361.36	\$426.61	\$439.41	\$439.41
Monthly Increase		\$65.25	\$65.25	\$65.25	\$12.80	\$0.00

PROPOSED RATE OVERVIEW

Residential Bill Monthly Increase Comparison

	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29
Model Sensitivity 1	\$-	\$-	\$-	\$-	\$-
Model Sensitivity 2	\$13.24 \$0.44/day	\$1.54 \$0.05/day	\$1.37 \$0.05/day	\$1.41 \$0.05/day	\$1.45 \$0.05/day
Scenario 1	\$14.16 \$0.47/day	\$3.15 \$0.10/day	\$1.68 \$0.06/day	\$1.49 \$0.05/day	\$1.54 \$0.05/day
Scenario 2	\$7.55 \$0.25/day	\$7.55 \$0.25/day	\$7.55 \$0.25/day	\$1.60 \$0.05/day	\$-
Scenario 3	\$15.39 \$0.51/day	\$3.69 \$0.12/day	\$2.74 \$0.09/day	\$2.63 \$0.09/day	\$1.66 \$0.05/day
Scenario 4	\$8.70 \$0.29/day	\$8.70 \$0.29/day	\$8.70 \$0.29/day	\$1.71 \$0.06/day	\$0

Recommendation

Recommended Key Rate Study Factors:

1. Rate study period: **5-years**
2. Pass-Through Charge: **Yes, to the extent allowed by CA Government Code**
3. CIP and Capital Outlay: **Extended period**
4. Reserve Fund Balance Target: **Endeavor to reach 25%**
5. Debt Coverage Ratio: **Yes (when/as required)**

Recommendation

Recommended Input is the basis of scenario 4:

1. Meet regulatory requirements
2. Phase initial increase over 3 years (rate smoothing)
 - a. Borrow from other City funds (approx \$5M)
3. Replacement of vehicles at end of life
4. Compliance with CARB Zero Emission Vehicle Requirement
5. Full Capital Improvement Program
6. Equipment upgrades for sustainable operations

Reminder - numbers are preliminary

Utility Bill Assistance

Project Assist

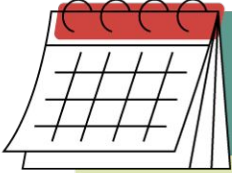
For income-eligible
solid waste,
wastewater and
water customers



\$25 per month
discount on utility bill

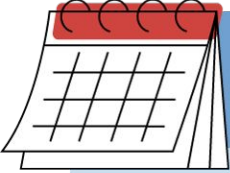


Proposition 218 Preliminary Timeline



EARLY JANUARY 2024

Mail Proposition 218 Notices
containing the Proposed Refuse
Rate Increases to Property
Owners and Ratepayers



MARCH 4, 2024

Public Hearing for
Proposed Rates





QUESTIONS?



City of Oxnard

Environmental Resources Rate Study

City Council Presentation

December 5, 2023



Agenda

- Why are we discussing rate increases?
- Key Issues Facing Environmental Resources
- Key Steps Conducting a Rate Study
- Methodology
- Rates and Fee Design Overview
- Key Assumptions
- Preliminary Rate Scenarios



Why would the City do a solid waste rate study?

- The City's Environmental Resources Division (Enterprise Fund) is not like other government services (Police, Fire, Libraries, Parks) that are funded by tax dollars from the General Fund
- The environmental resources enterprise (City's Environmental Resources Division) is funded by customer rate revenue
 - › It's a non-profit business
- **Rates must keep up with costs to operate the City's solid waste collection and disposal**
- **The last time City approved a cost-of-service study was in 2012**
- Additional Key State Regulations: SB1383 Required addition of New Routes with No Change in Staffing resulting in Significant Increase in Overtime
- By law (Proposition 218), rates must be based on the cost to provide solid waste service

Key Issues Facing Environmental Resources



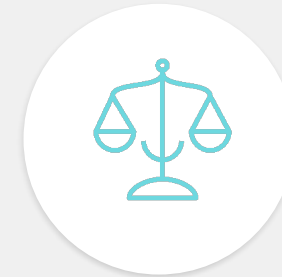
Inflation

Since 2020, inflation and expenditure growth has outpaced revenue growth for the solid waste system



Capital Reinvestment

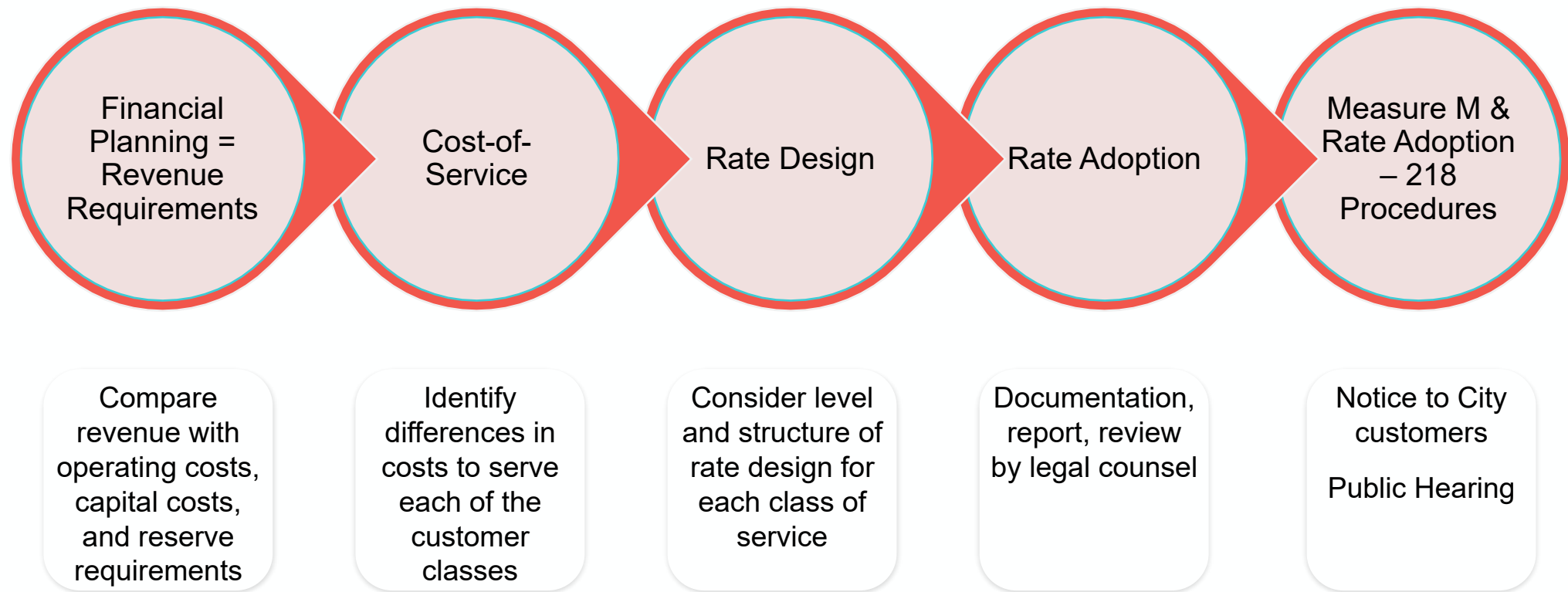
City has approximately \$60 million invested in capital assets and infrastructure much of which is nearing end of life. Additionally capital costs has seen significant increases in recent years.



Unfunded Mandates

AB 341 Mandatory Commercial Recycling
AB 1826 Mandatory Commercial Organics
AB 827 Mandatory Commercial Organics & Recycling for Business Customers
SB 1383 Short-Lived Climate Pollutants (Organics Recycling)

Key Steps in Conducting a Rate Study

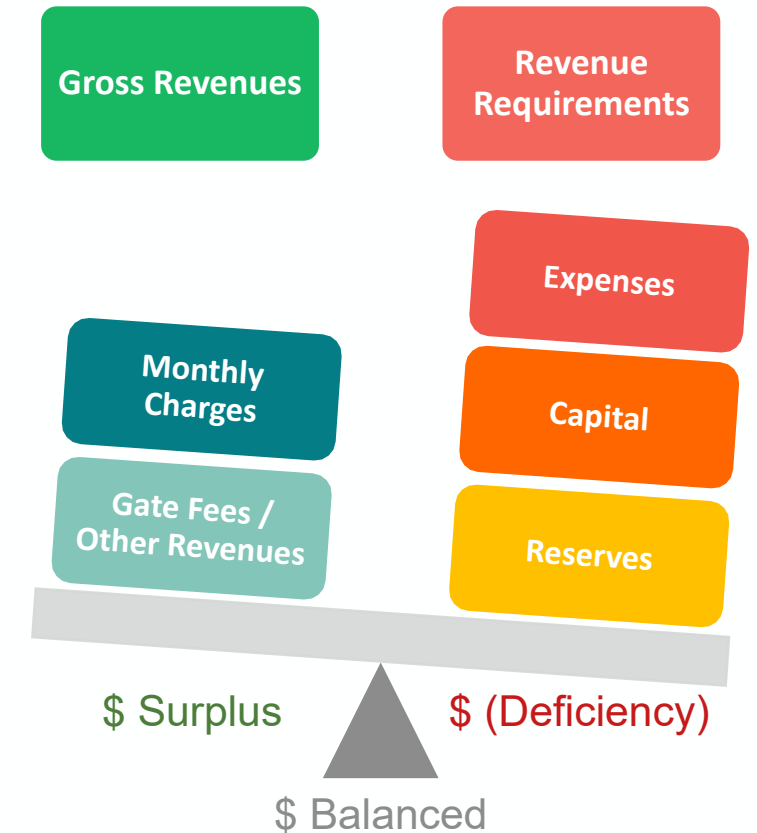


Methodology

Objective: Develop Financial Plan that Funds Revenue Requirements and Achieves City's Financial Targets

- › To develop the forecast the following was modeled:
 - Projected Annual Expenses and Revenues
 - Modeled Reserve Balances
 - Capital Improvement Plan

REVENUE SUFFICIENCY



Rates and Fees Design Overview

- Rates and Fees must follow all applicable laws and regulations including:
 - › Prop. 218
 - An agency cannot collect revenue beyond what is necessary to provide the service. Revenues derived by the charge shall not be used for any other purpose other than that for which the charge was imposed.
 - A written notice of the proposed charge shall be mailed to the record owner of each parcel at least 45 days prior to the public hearing when the agency considers all written protests against the charge.
 - › Prop 26
 - A fee need not bear a special benefit to the property so long as the fee bears a reasonable relationship to the burden the fee payor imposes on society
- **Rates** are defined as property based charged which must follow state law in design of the fees including Prop. 26 and Prop. 218
- **Fees** do not require following Prop. 218 but are required to follow Prop. 26

Residential Rates

Residential Rates

Oxnard residential rates include a recycling, green waste and trash curb cart.

Service	Rate
64-Gallon	\$24.70/month
96-Gallon	\$30.78/month
Extra Container (64 or 96 Gallon)	\$11.36/month
Additional Service	\$11.74/service

Residential-Style Service (4 units or less)

Oxnard residential-style service includes 96-gallon recycling, green waste and trash curb carts.

Units	Rate
1 Unit	\$30.78/unit (\$30.78/unit)
2 Units	\$27.73/unit (\$55.46 total)
3 Units	\$26.22/unit (\$78.66 total)
In excess of 3 units	\$24.70/unit (\$98.80 total)

Commercial-Style Service (5 units or more)

Trash Service Rates

Rates are monthly unless otherwise specified.



Container Size (in cubic yards)	Service Frequency per Week					
	1	2	3	4	5	6
2yd	\$132.76	\$232.35	\$298.56	\$364.87	\$431.21	\$497.53
2yd-shared	\$66.44	\$116.18	\$149.37	\$182.51	\$215.67	\$248.83
2yd-compactor	\$284.35	\$497.34	\$639.64	\$781.75	\$923.88	\$1,065.99
4yd	\$230.86	\$403.90	\$519.26	\$634.63	\$749.98	\$865.36
4yd-shared	\$115.47	\$202.02	\$259.70	\$317.36	\$375.06	\$432.71
4yd-compactor	\$464.93	\$813.53	\$1,045.93	\$1,278.32	\$1,510.72	\$1,743.12

Commercial Rates

Small Business Service

Curb cart service for trash consists of a 96-gallon container serviced once per week serviced every week. Rates are monthly unless otherwise specified.

Containers	Rate
1	\$43.53
2	\$76.16
3	\$97.94
4	\$119.73
5	\$141.51
6	\$247.16

Commercial Front-Load Service Recycling/Green Waste Service Rates

Rates are monthly unless otherwise specified.



Container Size (in cubic yards)	Service Frequency per Week					
	1	2	3	4	5	6
2yd	\$62.48	\$109.24	\$140.43	\$171.60	\$202.78	\$233.96
2yd-shared	\$31.29	\$54.68	\$70.28	\$85.85	\$101.45	\$117.03
2yd-compactor	\$113.74	\$233.96	\$300.77	\$367.58	\$434.38	\$501.19
4yd	\$108.58	\$189.95	\$244.80	\$298.40	\$352.63	\$406.87
4yd-shared	\$54.35	\$95.03	\$122.15	\$149.26	\$176.39	\$203.48
4yd-compactor	\$218.62	\$382.51	\$491.77	\$601.02	\$709.99	\$819.53
Food Waste – 64-gallon/each cart	–	–	\$63.80	–	–	–

Commercial Front-Load Service Trash Service Rates

Rates are monthly unless otherwise specified.



Container Size (in cubic yards)	Service Frequency per Week					
	1	2	3	4	5	6
2yd	\$132.76	\$232.35	\$298.56	\$364.87	\$431.21	\$497.53
2yd-shared	\$66.44	\$116.18	\$149.37	\$182.51	\$215.67	\$248.83
2yd-compactor	\$284.35	\$497.34	\$639.64	\$781.75	\$923.88	\$1,065.99
4yd	\$230.86	\$403.90	\$519.26	\$634.63	\$749.98	\$865.36
4yd-shared	\$115.47	\$202.02	\$259.70	\$317.36	\$375.06	\$432.71
4yd-compactor	\$464.93	\$813.53	\$1,045.93	\$1,278.32	\$1,510.72	\$1,743.12

Industrial Rates

Industrial Roll-Off Service

Recycling/Green Waste Service Rates

Rates are per service otherwise specified.

Container Size (in cubic yards)	Rate Per Service
10 (8'w x 18'l x 2'h)	\$73.87 + \$62.81/ton
13.4 (8'w x 16'l x 4'h)	\$73.87 + \$62.81/ton
20 (compactor)	\$96.32 + \$62.81/ton
30 (8'w x 18'l x 7'h)	\$96.79 + \$62.81/ton
30 (compactor)	\$109.52 + \$62.81/ton
30 (2 containers)	\$192.67 + \$62.81/ton
40 (8'w x 22'l x 6'6"h)	\$134.99 + \$62.81/ton

Industrial Roll-Off Service

Trash Service Rates

Rates are per service otherwise specified.

Container Size (in cubic yards)	Rate Per Service
10 (8'w x 18'l x 2'h)	\$147.73 + \$55.59/ton
13.4 (8'w x 16'l x 4'h)	\$147.73 + \$55.59/ton
20 (compactor)	\$192.85 + \$55.59/ton
30 (8'w x 18'l x 7'h)	\$193.56 + \$55.59/ton
30 (compactor)	\$219.04 + \$55.59/ton
40 (8'w x 22'l x 6'6"h)	\$269.98 + \$55.59/ton

Fees

Gate Fees: Del Norte	\$/Ton
Refuse	\$55.59
Green Waste	\$62.81
Construction & Demolition	\$66.92

Miscellaneous	\$/Ton
Security & Contamination	\$0.12
Walking Floor Transfer Trailer	\$385.34
Special Collection Services	\$35.00
Delivery Fee for Mechanical Loading Containers	\$15.00

Factors Considered in the Rate Study



Inflationary assumptions



Growth and demand



O&M budget



Capital improvement plan



Existing debt and financing of future capital



Reserve targets

Key Assumptions: Baseline

Statistics

- › Single Family Residential Accounts ~ 33,900
- › Multi-Family and Non-Residential Accounts ~ 8,300
- › Does not assume growth per California Department of Finance projections
 - DOF projects (0.37%) decline in population for Ventura County from 2024 - 2029

Revenue

- › Residential and Commercial Monthly Rates
- › Industrial Roll-Off Rates per Pick-up
- › Gate Fees
- › Other Revenues

Operating Expenses

- › Adjustments made to FY 2024 budget based on known conditions
- › Assumes Infrastructure Use Fee Repayments start in FY 2025

Key Assumptions: Baseline

Capital

- › Assumes replacement of MRF beginning in FY 2026
- › Vehicles to be purchased starting FY 2025
 - Assumes compliance with CARB regulations for electrification of vehicles starting FY 2025

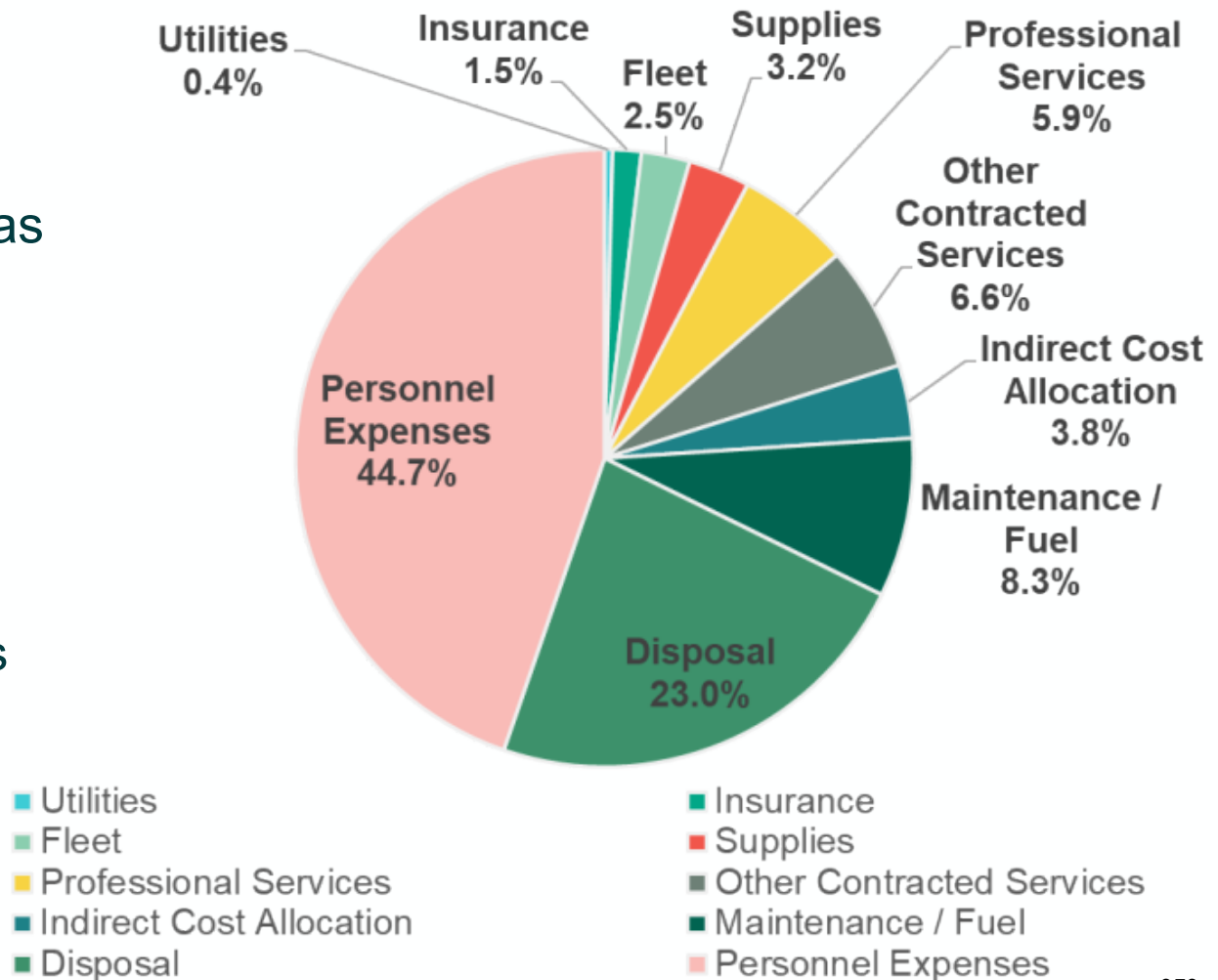
Debt

- › Long Term Debt assumed for Facilities
 - Term: 20 years
 - Interest Rate: 5%
- › Capital Leases assumed for Vehicles
 - Term: 7 years
 - Interest Rate: 3%

Key Assumptions: Operating Expenses

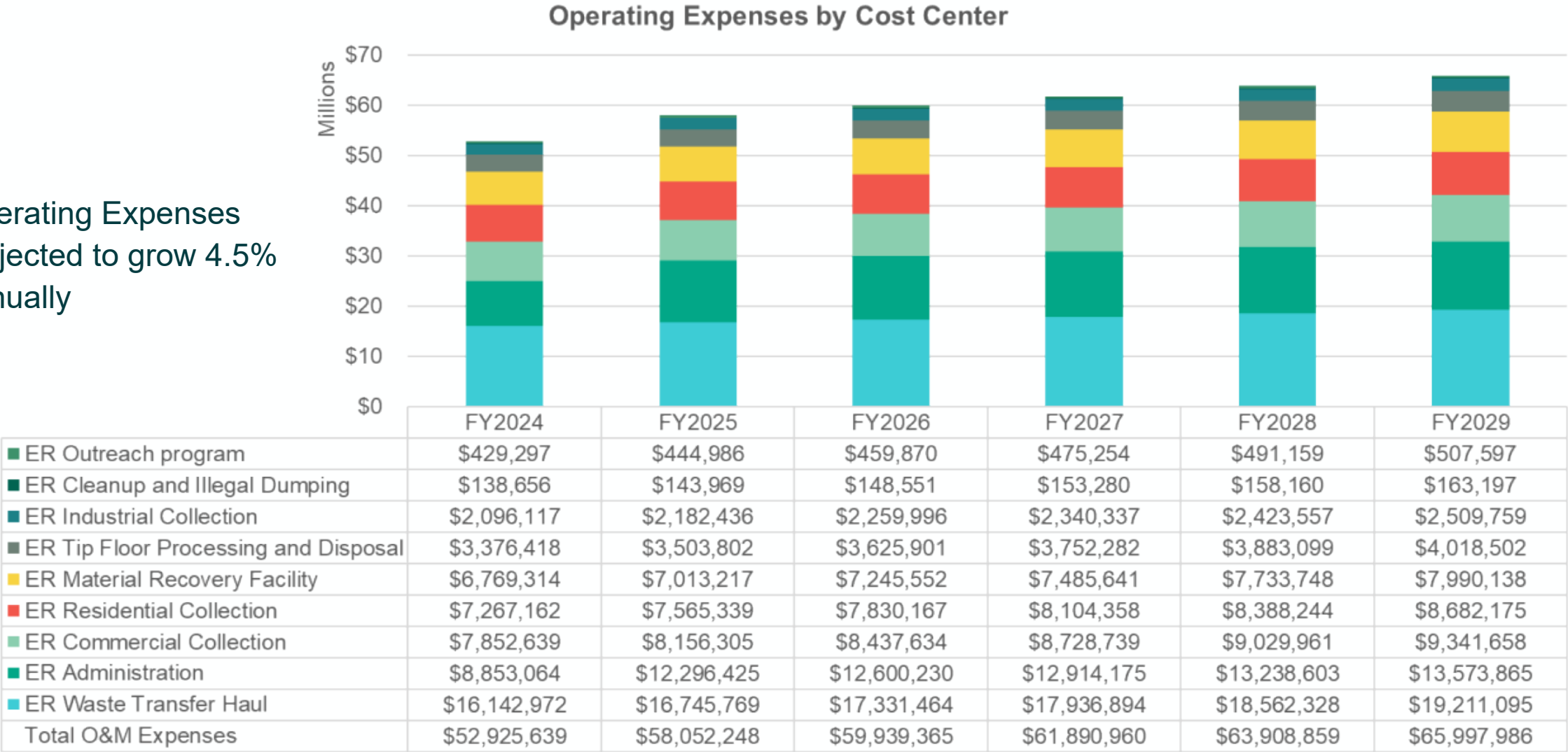
- › Based on 3 years historical trial balances, financial reports, and operating agreements
- › FY 2024 budget served as a baseline and was adjusted for known conditions
 - Budget Composition
 - 45% Personnel
 - 23% Disposal
 - 12% Other Contracted & Prof Services
 - 8% - Maintenance & Fuel
 - 7% - Supplies & Other Expenses

Operating Expense Composition



Key Assumptions: Operating Expenses

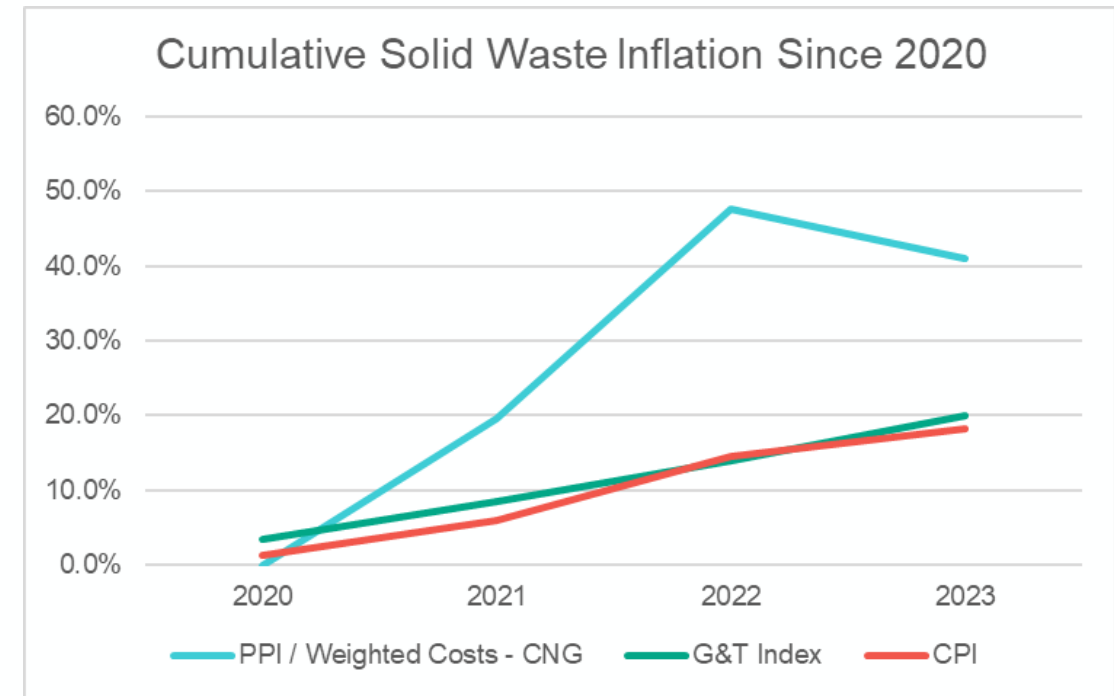
- Operating Expenses projected to grow 4.5% annually



Key Assumptions: Inflation

Major changes effecting cost of service in recent times:

- › Industry has observed significant increases to cost of solid waste collection and disposal
- › Rates have essentially remained unchanged for 10 years or since FY13
 - FY13 Residential (96 gal) Rate - \$30.15/mo
 - Current Residential (96 gal) Rate - \$30.78/mo
 - Most recent audited financial statements reported a **\$4 million net revenue loss in FY22**



Consumer Price Index (red line): measure of change in price of representative basket of consumer goods by U.S. BLS

Garbage & Trash Index (green line): measure of solid waste bill increases nationally reported by U.S. BLS.

Weighted Index (blue line): measure of inflation to the primary cost inputs for solid waste service based on PPI and other indices accounting for labor 50%, capital 35%, and fuel at 15%.

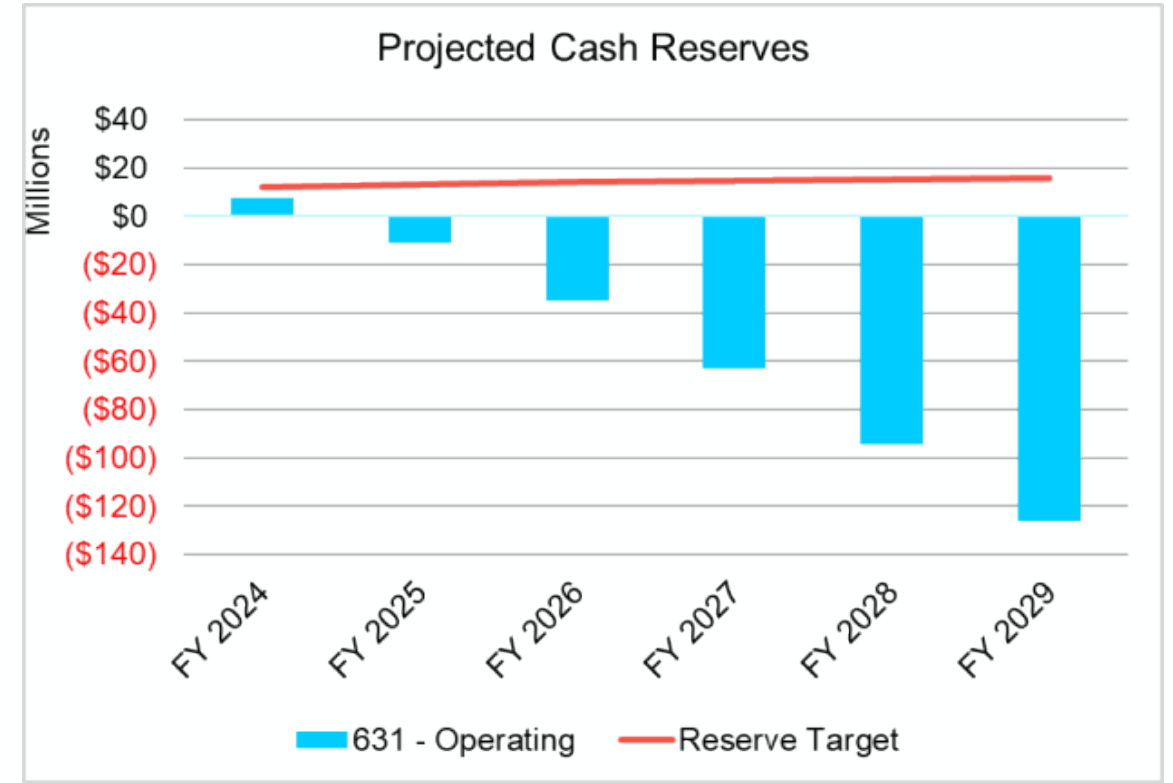
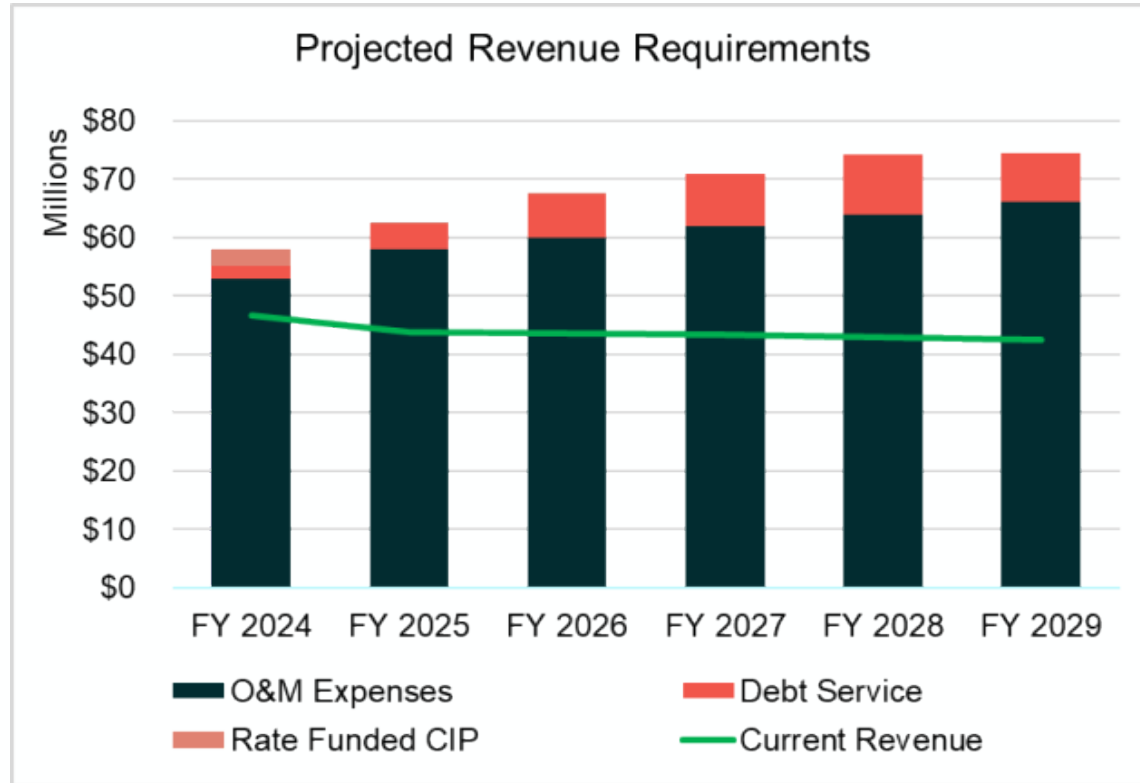
Capital Improvement Projects (CIP)

- The CIP assumes long term debt (20 years) for facilities and capital leases (7-years) for vehicles and totals \$77.9 million for the Forecast Period

Project Type	2024	2025	2026	2027	2028	2029
Facility	\$2,944,815	\$200,000	\$9,717,075	\$20,250,000	\$16,500,000	\$0
Equipment	\$192,356	\$1,561,993	\$598,523	\$34,137	\$12,850	\$0
Vehicle	\$0	\$12,084,044	\$13,522,895	\$0	\$0	\$231,320
Total Projects	\$3,137,172	\$13,846,037	\$23,838,492	\$20,284,137	\$16,512,850	\$231,320

Funding Sources	2024	2025	2026	2027	2028	2029
Solid Waste Operating Fund	\$2,944,815	\$200,000	\$0	\$0	\$0	\$0
Environmental Resources Sec & Contamination	\$0	\$0	\$300,000	\$0	\$0	\$0
Existing Debt Proceeds	\$0	\$0	\$0	\$0	\$0	\$0
Proposed Debt	\$0	\$0	\$9,717,075	\$20,250,000	\$16,500,000	\$0
Proposed Capital Lease	\$192,356	\$13,646,037	\$13,821,417	\$34,137	\$12,850	\$231,320
Total Funding	\$3,137,172	\$13,846,037	\$23,838,492	\$20,284,137	\$16,512,850	\$231,320

What would reserve balances look like *without* rate increases? (Assume full CIP execution)



Operating Reserve = City endeavors to maintain 25% of the operating budget in utility funds (90 days)

Preliminary Rate Scenarios



Important note about rate structure

- The Cost-of-Service analysis is underway and Raftelis is working closely with the City to provide the final rate design
- The following rate projections are not final and are subject to change as it projects the rate adjustments across the board
- The City will maintain its affordability program which offers a \$25 discount to those who qualify

Rate Scenarios

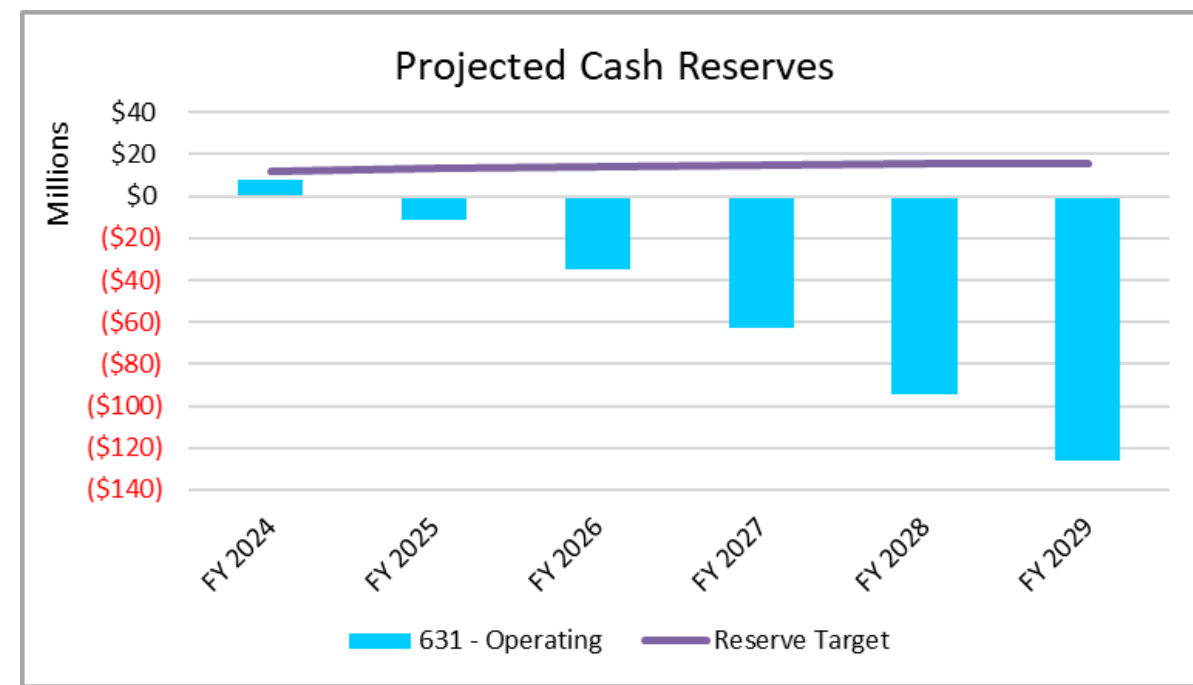
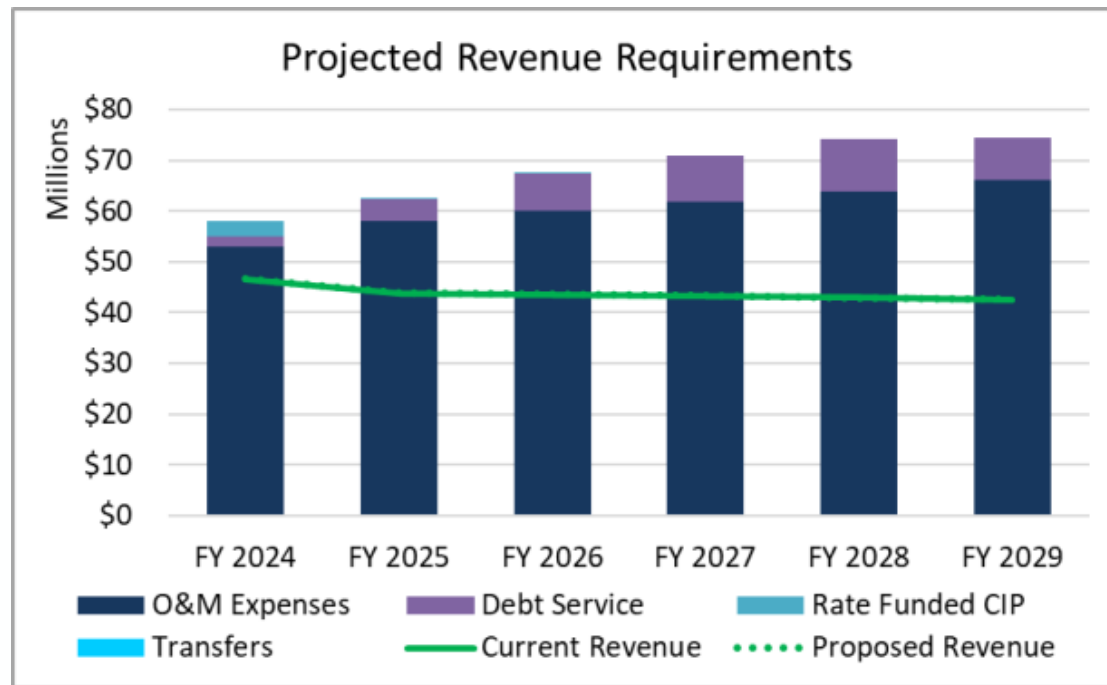
- Model Sensitivity 1: No Rate Increase + Full Capital
- Model Sensitivity 2: Rate Increase + No Capital Expenditures
- Scenario 1: Rate Increase + Reduced Capital
- Scenario 2: Phased Rate Increase + Reduced Capital + Interfund Loan
- Scenario 3: Rate Increase + Full Capital
- Scenario 4: Phased Rate Adjustment + Full Capital + Interfund Loan

Baseline Model Assumptions

- Assumes all identified funding requirements including operating, capital, and proposed capital lease and debt payments.
- Key assumptions include:
 - › Fiscal Year 2023/24 Served as Forecast Baseline as Adjusted for Actual Operating Results and known cost increases / operating expense growth est. at 4.5% per year
 - › Some additional collection routes to maintain regulatory compliance with SB1383 and service demands
 - › IUF repayments from the City to ER ends in FY23/24
 - › Resumption of IUF payments in FY24/25 to the City
 - › \$43.7M Reinvestment to MRF including new equipment and roof FY25/26-FY27/28
 - › Replacement of vehicles at end of life in FY24/25
 - › Compliance with CARB Zero Emissions Vehicle Requirements
 - › Primarily relies on use of capital leases and debt to fully fund capital expenditures.
- Recognizes no rate adjustments to assess the adequacy of existing fees to cover the cost of service

Model Sensitivity 1: No Rate Increase + Full Capital

- Assuming no rate adjustments ER cash balances are estimated to fall negative in Fiscal Year 2025



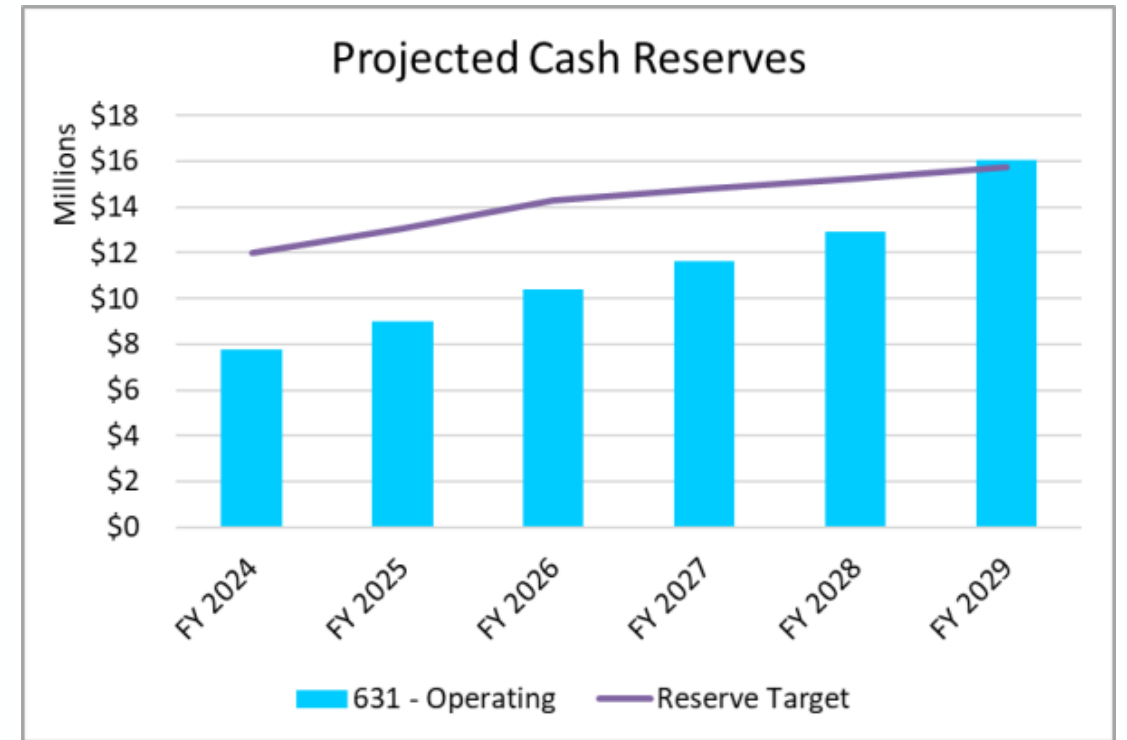
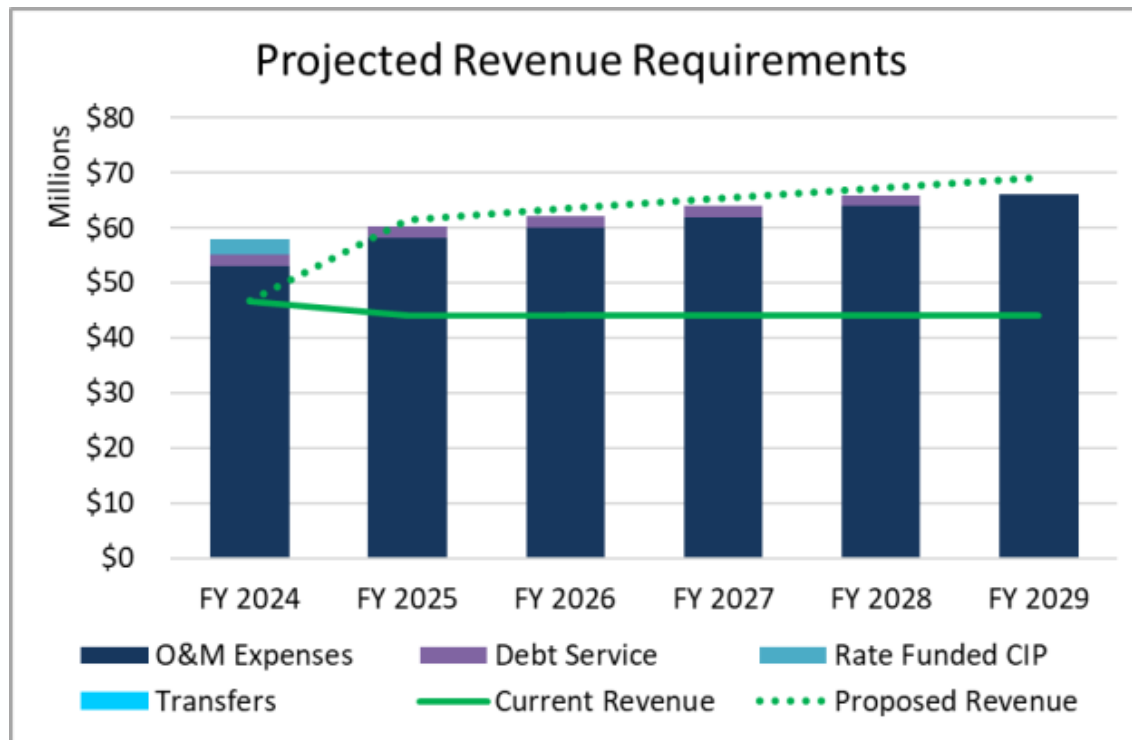
Model Sensitivity 2: Rate Adjustments & No Capital

- Assumes all identified funding requirements except excludes capital spending
- Helps identify the necessary rate increases which are driven by the structural deficit among revenues and operating expenses.

	Current	2025	2026	2027	2028	2029
Rate Adjustments - All Customers		43.00%	3.50%	3.00%	3.00%	3.00%
96 Gallon Residential	\$30.78	\$44.02	\$45.56	\$46.93	\$48.34	\$49.79
Monthly Increase		\$13.24	\$1.54	\$1.37	\$1.41	\$1.45
64 Gallon Residential	\$24.70	\$35.32	\$36.56	\$37.66	\$38.79	\$39.95
Monthly Increase		\$10.62	\$1.24	\$1.10	\$1.13	\$1.16
4 Cubic Yard - 1 x week Commercial	\$230.86	\$330.13	\$341.68	\$351.93	\$362.49	\$373.36
Monthly Increase		\$99.27	\$11.55	\$10.25	\$10.56	\$10.87

Model Sensitivity 2: Rate Adjustments & No Capital

- Assuming no capital with the previously identified rate adjustments the City is expected to meet compliance with reserve targets by FY28/29

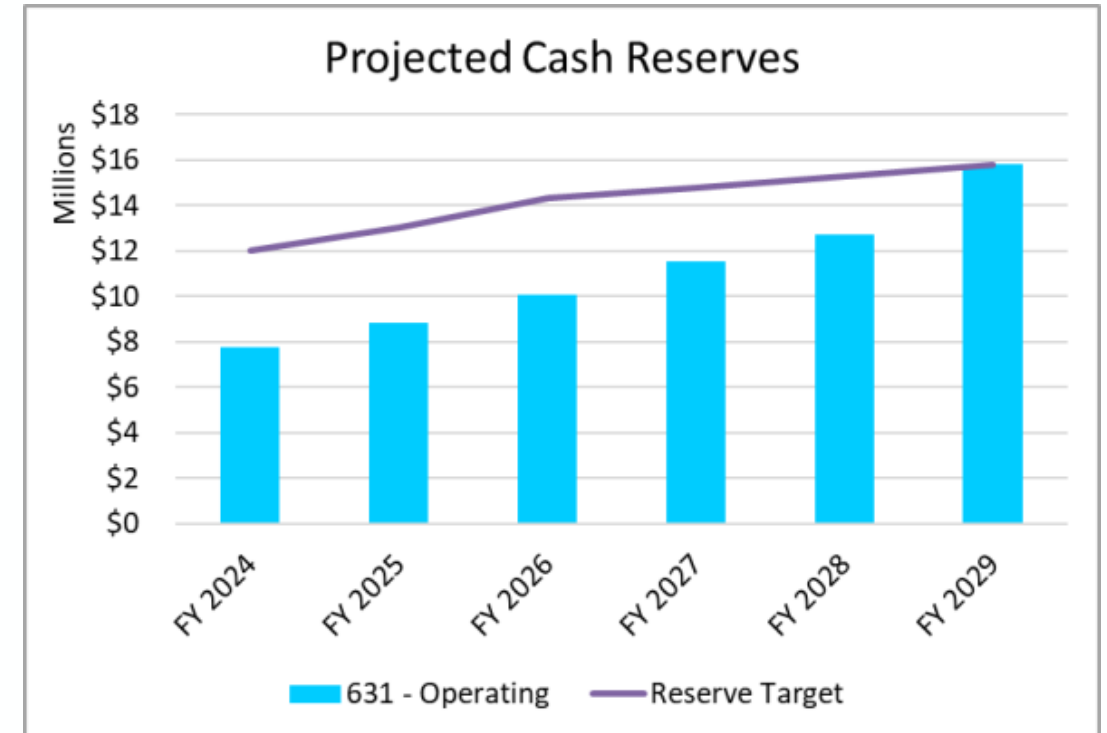
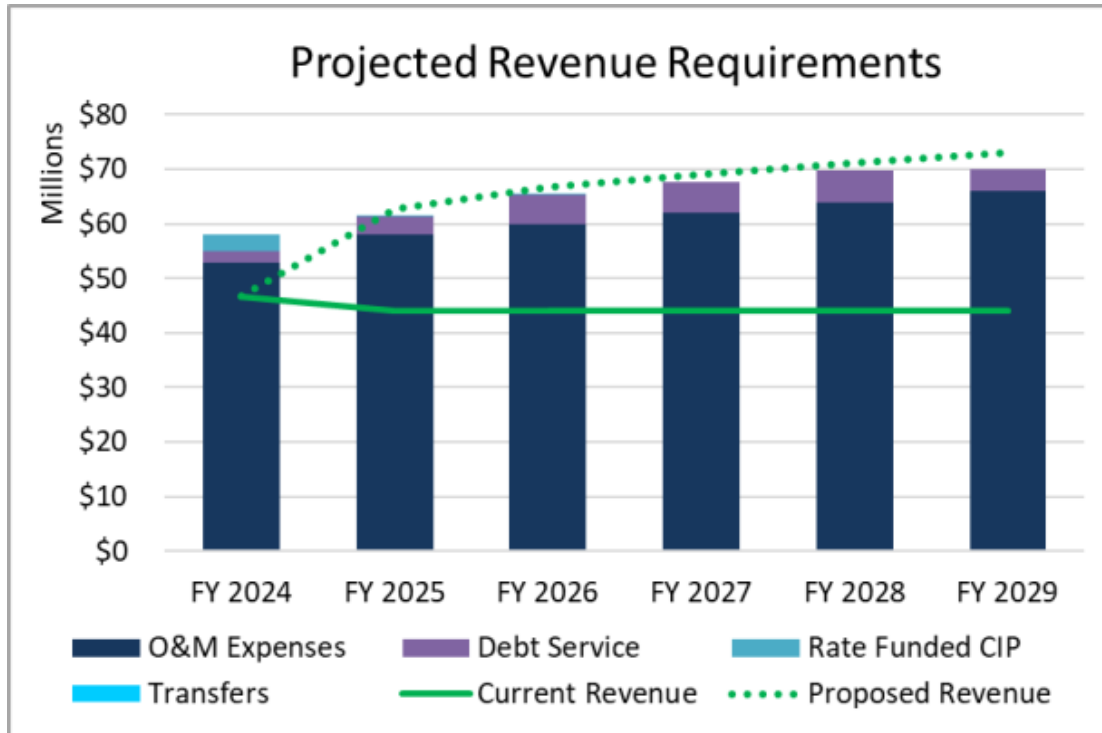


Scenario 1: Rate Adjustments & Reduced Capital

- Assumes all identified funding requirements except reduces capital expenditures including minimal spending for the MRF rehabilitation and only funding 50% of projected new vehicle fleet requirements.
- Includes an allowance for rebuilding vehicles to extend the service life and minimize capital expenditures.
- Represents a moderate capital spending scenario but doesn't fully address capital reinvestment needs of the system.

	Current	2025	2026	2027	2028	2029
Rate Adjustments - All Customers		46.00%	7.00%	3.50%	3.00%	3.00%
96 Gallon Residential	\$30.78	\$44.94	\$48.09	\$49.77	\$51.26	\$52.80
Monthly Increase		\$14.16	\$3.15	\$1.68	\$1.49	\$1.54
64 Gallon Residential	\$24.70	\$36.06	\$38.58	\$39.93	\$41.13	\$42.36
Monthly Increase		\$11.36	\$2.52	\$1.35	\$1.20	\$1.23
4 Cubic Yard - 1 x week Commercial	\$230.86	\$337.06	\$360.65	\$373.27	\$384.47	\$396.00
Monthly Increase		\$106.20	\$23.59	\$12.62	\$11.20	\$11.53

Scenario 1: Rate Adjustments & Reduced Capital

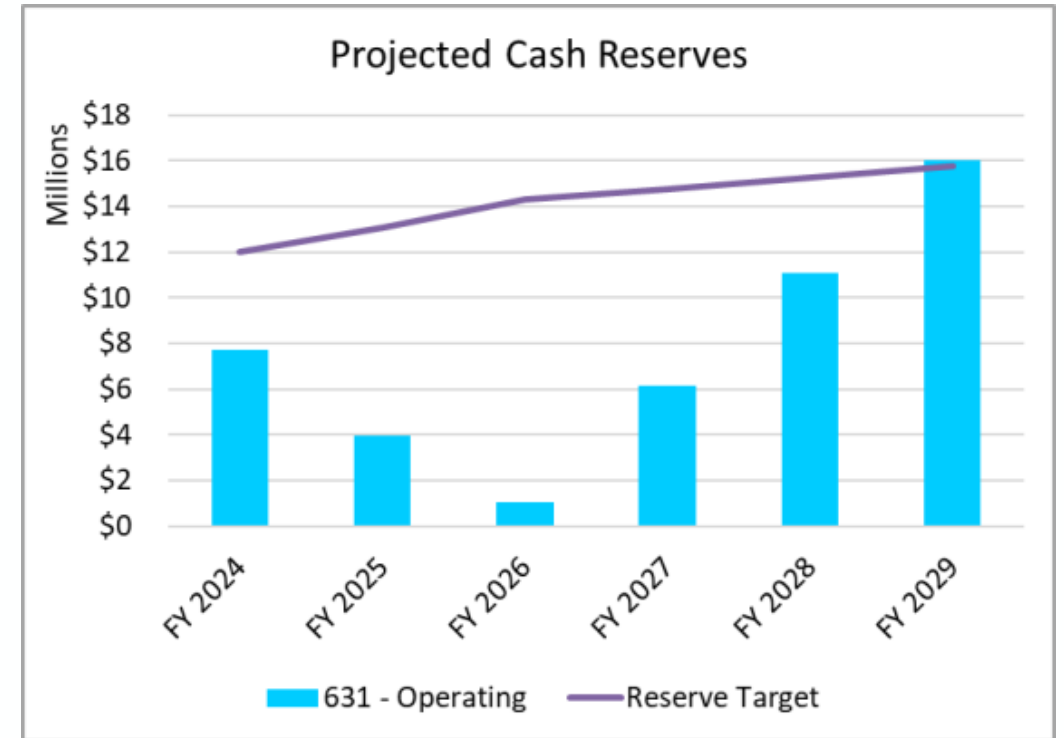
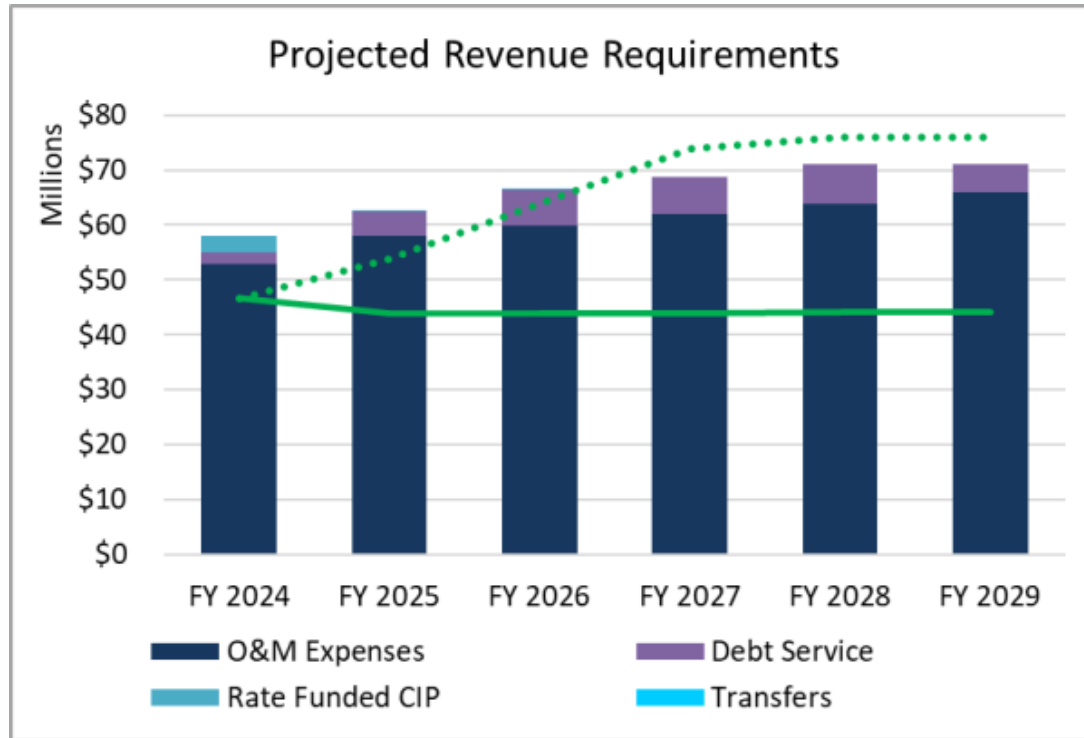


Scenario 2: Phased Rate Adjustments and Reduced Capital Expenditures

- Builds off of the Baseline Model but assumes a \$5m interfund loan to assist ER in phasing the identified rate increases over three (3) years.
- Represents a moderate capital spending scenario with phased increases.

	Current	2025	2026	2027	2028	2029
Rate Adjustments - All Customers		24.53%	19.70%	16.46%	3.00%	0.00%
96 Gallon Residential	\$30.78	\$38.33	\$45.88	\$53.43	\$55.03	\$55.03
Monthly Increase		\$7.55	\$7.55	\$7.55	\$1.60	\$0.00
64 Gallon Residential	\$24.70	\$30.76	\$36.82	\$42.88	\$44.17	\$44.17
Monthly Increase		\$6.06	\$6.06	\$6.06	\$1.29	\$0.00
4 Cubic Yard - 1 x week Commercial	\$230.86	\$287.49	\$344.12	\$400.75	\$412.77	\$412.77
Monthly Increase		\$56.63	\$56.63	\$56.63	\$12.02	\$0.00

Scenario 2: Phased Rate Adjustments and Reduced Capital Expenditures

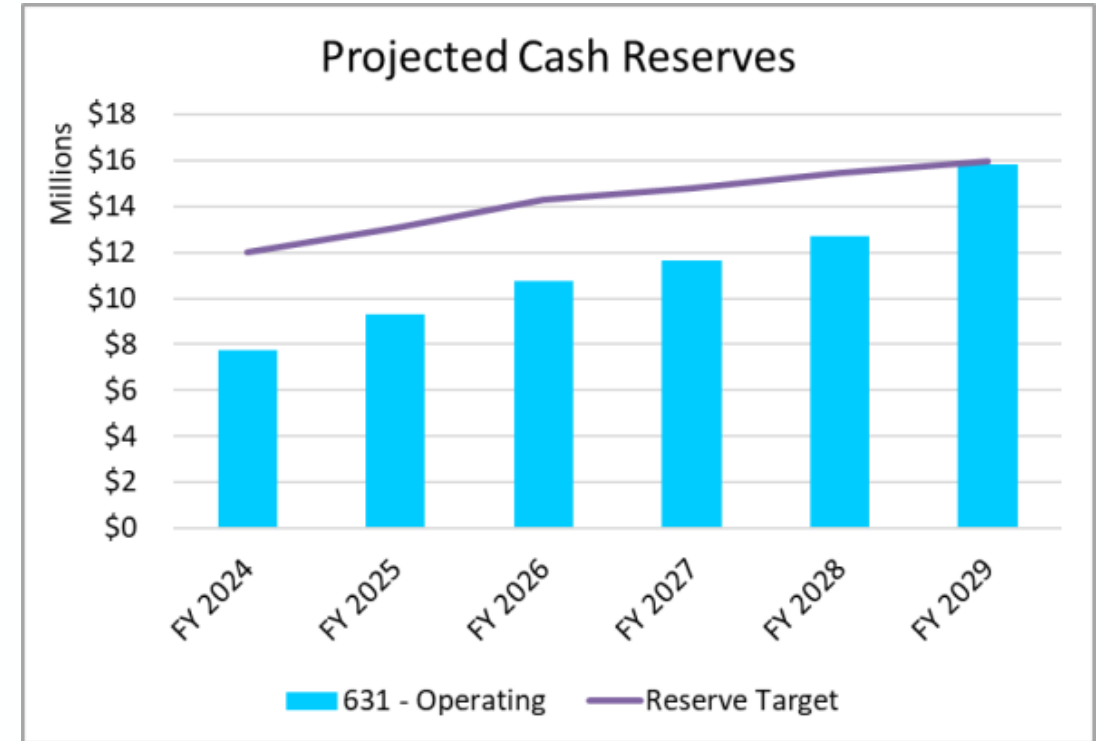
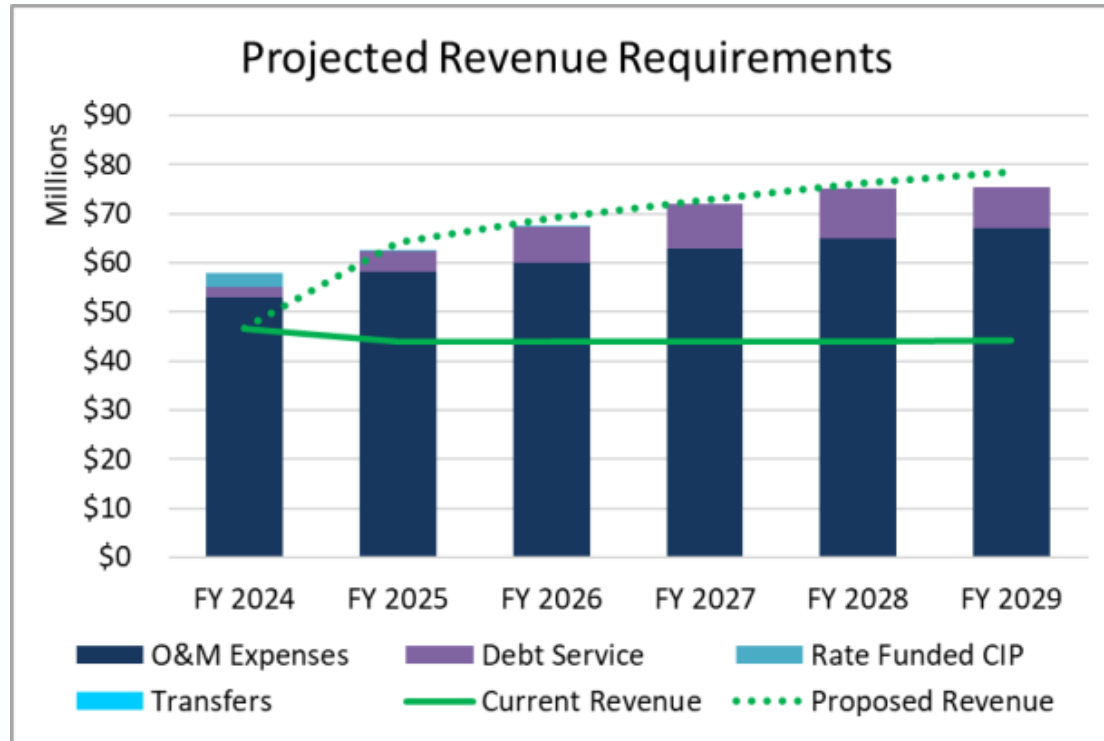


Scenario 3: Rate Adjustments and Full Capital Expenditures

- Assumes all identified funding requirements as assumed in Baseline Model, including the full capital funding requirements.
- Represents necessary rate adjustments to fund a fiscally sustainable operation and maintain regulatory compliance.

	Current	2025	2026	2027	2028	2029
Rate Adjustments - All Customers		50.00%	8.00%	5.50%	5.00%	3.00%
96 Gallon Residential	\$30.78	\$46.17	\$49.86	\$52.60	\$55.23	\$56.89
Monthly Increase		\$15.39	\$3.69	\$2.74	\$2.63	\$1.66
64 Gallon Residential	\$24.70	\$37.05	\$40.01	\$42.21	\$44.32	\$45.65
Monthly Increase		\$12.35	\$2.96	\$2.20	\$2.11	\$1.33
4 Cubic Yard - 1 x week Commercial	\$230.86	\$346.29	\$373.99	\$394.56	\$414.29	\$426.72
Monthly Increase		\$115.43	\$27.70	\$20.57	\$19.73	\$12.43

Scenario 3: Rate Adjustments and Full Capital Expenditures

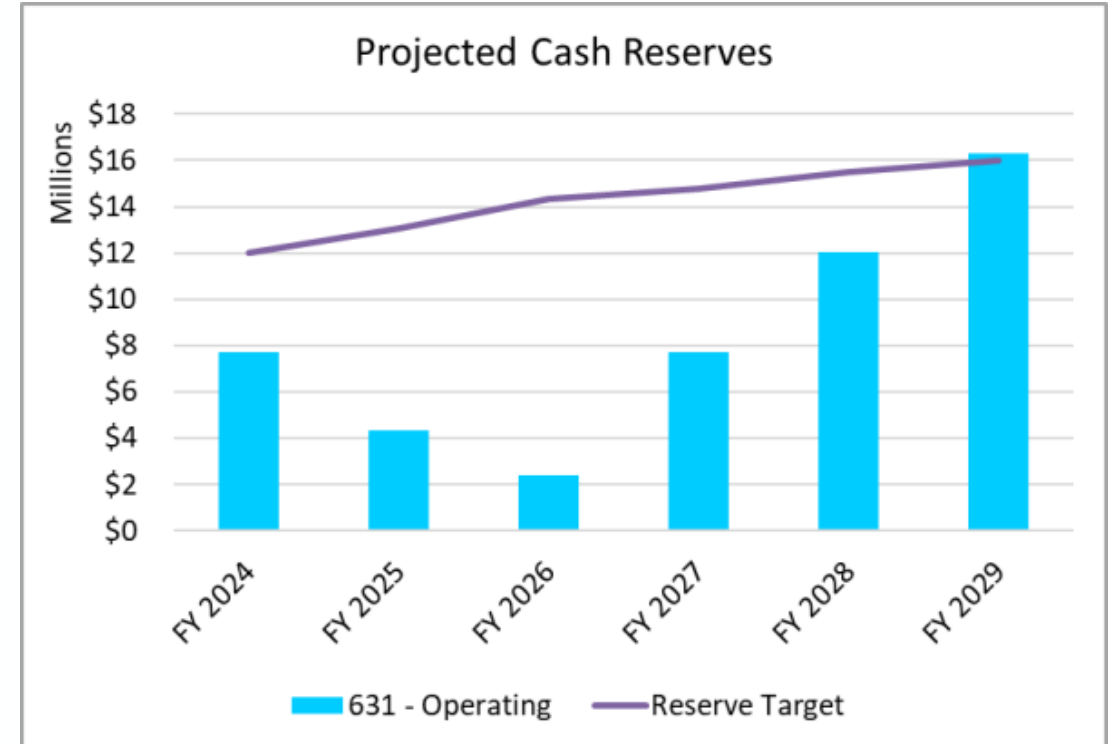
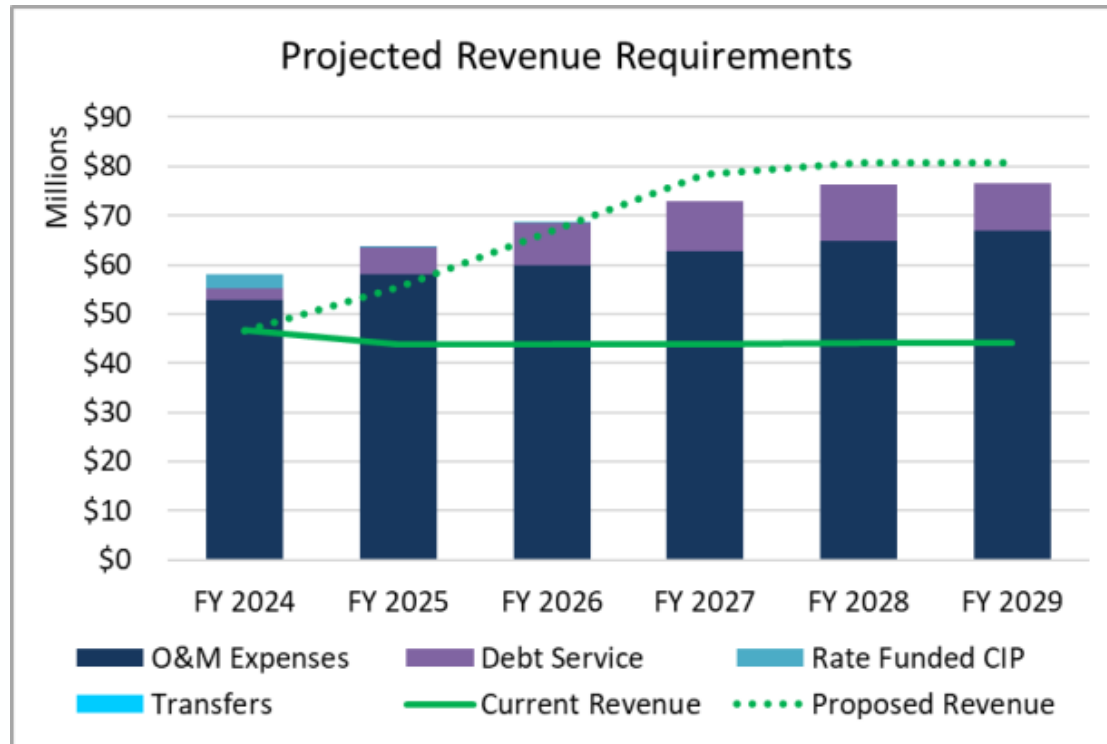


Scenario 4: Phased Rate Adjustments and Full Capital Expenditures

- Assumes all identified funding requirements as assumed in the Baseline Model including the full capital funding requirements.
 - Assumes a \$5m interfund loan to assist ER in phasing the identified rate increases over three (3) years.
- Represents necessary rate adjustments to fund a fiscally sustainable operation and maintain regulatory compliance.

	Current	2025	2026	2027	2028	2029
Rate Adjustments - All Customers		28.27%	22.04%	18.06%	3.00%	0.00%
96 Gallon Residential	\$30.78	\$39.48	\$48.18	\$56.88	\$58.59	\$58.59
Monthly Increase		\$8.70	\$8.70	\$8.70	\$1.71	\$0.00
64 Gallon Residential	\$24.70	\$31.68	\$38.66	\$45.64	\$47.01	\$47.01
Monthly Increase		\$6.98	\$6.98	\$6.98	\$1.37	\$0.00
4 Cubic Yard - 1 x week Commercial	\$230.86	\$296.11	\$361.36	\$426.61	\$439.41	\$439.41
Monthly Increase		\$65.25	\$65.25	\$65.25	\$12.80	\$0.00

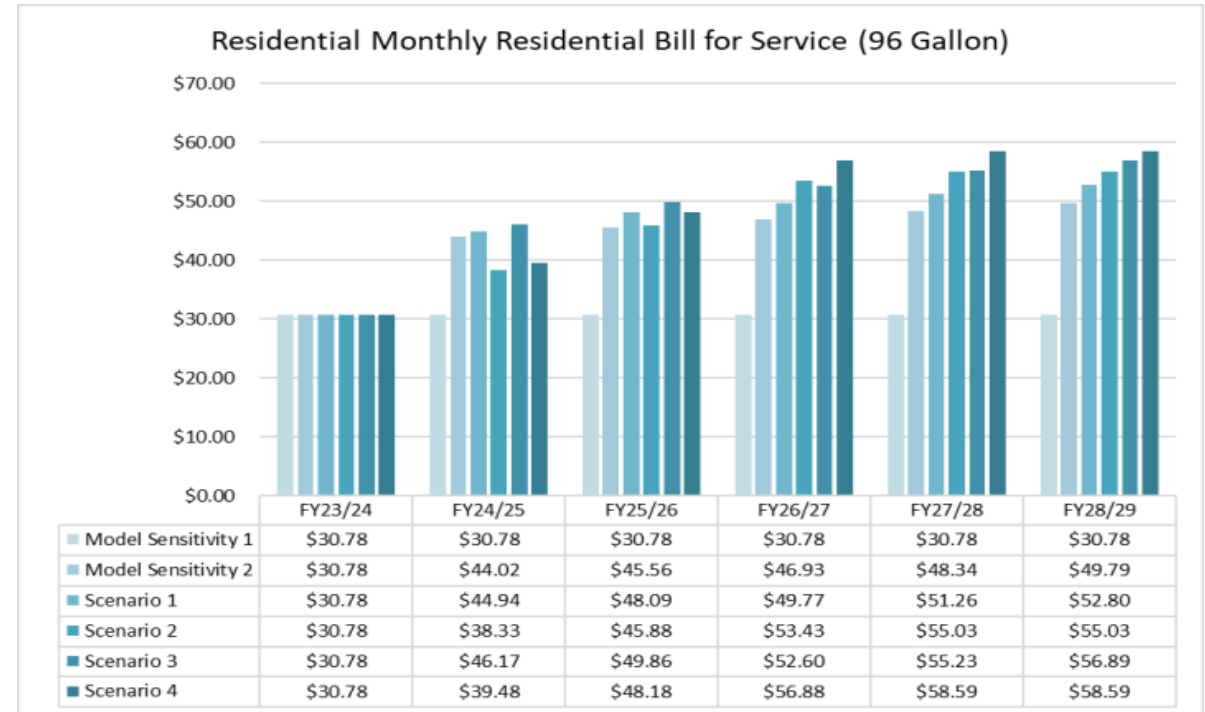
Scenario 4: Phased Rate Adjustments and Full Capital Expenditures



Scenario Summary and Comparison

- Scenario 1 and 3 demonstrate the sensitivity among a partial and fully funded capital needs
 - FY24/25 Bill Impacts Est. to Range from \$14-\$15 a month
- Scenarios 2 and 4 present a phase in approach of Scenarios 1 and 3 respectively
 - FY24/25 – FY26/27 increases range from \$7.55 / month to \$8.70 / month

	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29
Model Sensitivity 1	\$-	\$-	\$-	\$-	\$-
Model Sensitivity 2	\$13.24	\$1.54	\$1.37	\$1.41	\$1.45
Scenario 1	\$14.16	\$3.15	\$1.68	\$1.49	\$1.54
Scenario 2	\$7.55	\$7.55	\$7.55	\$1.60	\$-
Scenario 3	\$15.39	\$3.69	\$2.74	\$2.63	\$1.66
Scenario 4	\$8.70	\$8.70	\$8.70	\$1.71	\$0.00



Scenario Summary and Comparison

	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29
Model Sensitivity 1: No Rate Increase + Full Capital	0.0%	0.0%	0.0%	0.0%	0.0%
Model Sensitivity 2: Rate Increase + No Capital Expenditures	43.0%	3.5%	3.0%	3.0%	3.0%
Scenario 1: Rate Increase + Reduced Capital	46.0%	7.0%	3.5%	3.0%	3.0%
Scenario 2: Phased Rate Increase + Reduced Capital + Interfund Loan	24.5%	19.7%	16.5%	3.0%	0.0%
Scenario 3: Rate Increase + Full Capital	50.0%	8.0%	5.5%	5.0%	3.0%
Scenario 4: Phased Rate Increase + Full Capital + Interfund Loan	28.3%	22.0%	18.1%	3.0%	0.0%



Thank you!

End of Presentation





CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. M.3

DATE: December 5, 2023

TO: City Council

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

SUBJECT: Agreement 32400156 with Roesling Nakamura Terada Architects, Inc. for Architecture and Engineering Services for the Wastewater Division New Maintenance Building Project. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize the Mayor to Execute an Agreement with Roesling Nakamura Terada Architects, Inc. in the amount of \$1,000,000 for Architectural and Engineering Services.

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

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

<https://youtu.be/ASNpjCWxwpk>

BACKGROUND

The existing Oxnard Wastewater Treatment Plant (OWTP) Maintenance Building was constructed in 1978. The 9,032 square-foot structure contains office space, a breakroom, a paint booth, a machine shop, equipment storage, locker rooms, and other employee services. The original design was based upon one-third of the current staff size and is no longer suitable for modern operations. Additionally, the plumbing, roof, and electrical systems have reached the end of their useful life and require expensive maintenance efforts or stay inoperable. The concrete masonry building structure met the building code at the time of construction (1970s) but does not meet the current building seismic code.

Capital Improvement Program (CIP) Reference:

Project No. C2236 - Wastewater: Maintenance Building Expansion - CIP 2022-2027 - Adopted May 3, 2022 - Page 110.

DISCUSSION

The OWTP Maintenance Building houses the people and equipment for daily plant repairs and is an integral part of maintaining the operation of the OWTP. This project will provide adequate office space, training facilities, locker rooms, and other employee facilities for the fully staffed maintenance group. In addition, there will be secured storage for the division's heavy equipment & vehicles and a fabrication shop for replacement parts and repairs. The new maintenance building will facilitate regular maintenance and repairs to the OWTP, protecting the investment the ratepayers are making through the capital improvement program.

The Purchasing Department published Request for Proposal (RFP) PW 23-101 for Architecture and Engineering Services for Oxnard Wastewater Treatment Plant New Maintenance Building Project on April 18, 2023, with a proposal due date of June 1, 2023. RFP PW 23-101 received a total of three (3) proposals with proposed fees from the following architectural firms:

Roesling Nakamura Terada Architects, Inc. (RNT)	\$999,751
RRM Design Group	\$1,666,450
Arcadis	\$1,117,499

Proposals were reviewed by three (3) staff members consisting of the Wastewater Division Manager, a Senior Civil Engineer, and an Associate Engineer. The scoring criteria consisted of the proposer's relevant experience, responsiveness, technical competence, past record of similar work, capacity to complete the scope of work, and proposed cost. Staff have also confirmed that RNT Architects 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, research performed to date, and interviews with the three firms, staff believes that RNT Architects is capable of satisfactorily providing the necessary services and recommends awarding the professional services agreement.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for this agreement with RNT Architect shall not exceed \$1,000,000 for the design and construction phase architectural and engineering support for the OWTP New Maintenance Building Project. There are as-needed costs of \$249 included for any additional or unforeseen costs needed as related directly to the design services for this project. The OWTP New Maintenance Building Project No. C2236 with available project funding of \$3,350,000 is being funded from the Wastewater Operating Fund (611).

For Finance Use Only: Wastewater Operating Fund (Org. 6111001 Obj. 59800-Transfer Out), Wastewater Capital Fund (Org. 6123610 Obj 53200 / 49300-Transfer In) Project C2236

COMMITTEE OUTCOME

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

Prepared by: Timothy Beaman, Supervising Civil Engineer

ATTACHMENTS

1. Agreement 32400156
2. Presentation

**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND ROESLING NAKAMURA TERADA ARCHITECTS, INC.**

By This Consultant/Professional Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of Roesling Nakamura Terada Architects, Inc. ("CONSULTANT"), and CONSULTANT 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 CONSULTANT may be individually referred to as "Party" or collectively as the "Parties."

1. SUMMARY DESCRIPTION OF SERVICES. Architectural and Engineering Services for Oxnard Wastewater Treatment Plant New Maintenance Building.

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

Roesling Nakamura Terada Architects, Inc. ("CONSULTANT"), a corporation of the State of California, located at 285 North Ventura Ave., Suite 102, Ventura, California 93001

3. TERM OF AGREEMENT: From: December 6, 2023 To: December 5, 2024

3.1 Time is of the essence in this Agreement.

3.2 The CITY shall have the option for (2) two 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 (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 CONSULTANT under this Agreement shall be completed on or before the end of the term of the Agreement.

4. AGREEMENT AMOUNT NOT TO EXCEED: \$1,000,000.

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-A
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, CONSULTANT's services shall be performed or immediately supervised by the CONSULTANT's Representative:

CITY Designated Representative:
Name: Jan Hauser
Title: Wastewater Division Manager
Phone: 805-271-2205
Email: jan.hauser@oxnard.org

CONSULTANT Designated Representative:
Name: Christopher Bradbury
Title: Principal
Phone: 805-626-5333
Email: bradbury@rntarchitects.com

Mailing Address (if differs from above):
6001 Perkins Road
Oxnard, California 93033

Mailing Address (if differs from above):

7. CONTRACTUAL PREREQUISITES.

- 7.1** This Agreement must first be executed by the CONSULTANT, 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** CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on CITY until the AGREEMENT is fully executed and approved by CITY.
- 7.3** 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.

7.4 All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.

7.5 CONSULTANT 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. CONSULTANT'S SERVICES.

8.1 CONSULTANT 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. CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 thirty (30) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within thirty (30) days after receipt of such invoice, notify the CONSULTANT 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. 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. Invoices may be emailed to: pwinvoices@oxnard.org.

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

10.3 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 subcontracted consultants.

10.4 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.

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 sections 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 City Code, 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 31 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 CONSULTANT only for work done by CONSULTANT up to and including the date of termination of this Agreement unless the termination is for cause, in which event CONSULTANT need be compensated only to the extent required by law. CONSULTANT may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) calendar days' prior written notice.

14. 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. 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 the CONSULTANT shall perform for the CITY. The CITY retains the right to provide general instructions to and observe the CONSULTANT in the performance of all services done on behalf of the CITY.

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.

15. LAWFUL PERFORMANCE.

CONSULTANT shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. CONSULTANT, 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.

CONSULTANT shall not perform any services for the CITY when the CONSULTANT 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 CONSULTANT when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of CONSULTANT's work by CITY shall not operate as a release of the CONSULTANT from such standard of care and workmanship.

17. OWNERSHIP OF CONSULTANT'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 CONSULTANT 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 CONSULTANT 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. CONSULTANT shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and CONSULTANT shall, upon completion of all work or termination of this Agreement, submit to the CITY all information developed in the course of the CONSULTANT's services. CONSULTANT shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. CONSULTANT shall, upon request by CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to CONSULTANT 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. CONSULTANT agrees that CITY may make modifications to computer

software furnished by CONSULTANT without infringing CONSULTANT'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 CONSULTANT 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. CONSULTANT may be granted access to information that is exempt from disclosure to the public (see Government Code Sections under 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510 (f)) when it is necessary for CONSULTANT to perform its obligations pursuant to this Agreement. If CONSULTANT is granted such access to confidential information, CONSULTANT shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

17.6. Disclosure of Information. CONSULTANT 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 CONSULTANT by the CITY or other information to which the CONSULTANT 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 CONSULTANT in reliance on any Confidential Information disclosed under this Agreement.

18. ASSIGNMENT.

This Agreement is for the professional services of CONSULTANT. Any attempt by CONSULTANT 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. CONSULTANT's services pursuant to this Agreement shall be provided by the CONSULTANT's Designated Representative or directly under his/her supervision, and CONSULTANT shall not assign another to supervise the CONSULTANT'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 22.

20. NOTICE.

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 CONSULTANT 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 CONSULTANT 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 CONSULTANT'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 CONSULTANT's obligations under this section, CONSULTANT 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 CONSULTANT's performance of this Agreement or CONSULTANT'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. CONSULTANT'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 CONSULTANT's duty to indemnify. CONSULTANT shall be obligated to defend in all legal, equitable, administrative, or special proceedings, with counsel approved by the CITY Attorney, immediately upon tender to CONSULTANT 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 CONSULTANT 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 CONSULTANT 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, CONSULTANT may submit a claim to CITY for reimbursement of reasonable attorneys' fees and defense costs.

23.3 The provisions of this Subsection 23.3 apply only in the event that CONSULTANT is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

23.3.1 Notwithstanding the provisions of Subsections 23.1 and 23.2 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, CONSULTANT's duty to indemnify, hold harmless, and defend the Indemnitees shall be limited to the extent that any claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

23.3.2 In no event shall the costs of defense charged to CONSULTANT exceed the CONSULTANT's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection 23.3 shall be construed to require CONSULTANT to provide indemnification for claims caused by the active negligence or willful misconduct of the Indemnitees. **23.4** 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. CONSULTANT 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 CONSULTANT 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 CONSULTANT's obligations under this Section of the Agreement shall survive the termination of the Agreement.

23.5 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.

24. INSURANCE.

CONSULTANT 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 CONSULTANT obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. CONSULTANT 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 CONSULTANT is a material element of this Agreement. CONSULTANT'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, CONSULTANT 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, CONSULTANT 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 CONSULTANT.

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 CONSULTANT.

27. 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.

28. CONFLICT OF INTEREST

CONSULTANT 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 CONSULTANT's services under this Agreement. CONSULTANT further covenants that in the performance of services under this Agreement, no officer, employee or agent of CONSULTANT having such interest shall be employed by it. In the event the CITY determines that CONSULTANT must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, CONSULTANT 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 CONSULTANT may result in termination of this Agreement by the CITY.

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 CONSULTANT. The decision of the CITY's Designated Representative shall be final and conclusive unless CONSULTANT requests mediation within ten (10) calendar days. Pending final decision of a dispute, the CONSULTANT 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 CONSULTANT in preparing its billings to CITY as a condition precedent to any payment to CONSULTANT; or for other purposes relating to the Agreement. CONSULTANT will promptly furnish all documents requested by CITY. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit CONSULTANT for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, CONSULTANT shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by CITY, whichever occurs later. CONSULTANT shall maintain all such records in CITY or to promptly reimburse CITY for all reasonable costs incurred in conducting the audit at a location other than in CITY, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. CONSULTANT shall include a copy of this Section in all contracts with its subcontractors, and CONSULTANT shall be responsible for immediately

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

33. ADVERTISING AND PUBLICITY

CONSULTANT shall not use the name of or refer to CITY directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the CITY Manager. This Section shall survive the termination of this Agreement.

34. 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.

35. FORCE MAJEURE.

Neither the CONSULTANT 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. CAPTIONS AND HEADINGS.

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content, scope, or intent of the provisions described under the respective caption or heading.

44. ACKNOWLEDGEMENT.

By signing below, CONSULTANT acknowledges that it has reviewed the CITY's CONSULTANT/Professional Services Agreement terms and conditions and insurance requirements and that CONSULTANT 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

**ROESLING NAKAMURA TERADA
ARCHITECTS, INC.**

☐ John C. Zaragoza, Mayor¹ _____ Date _____
☐ Jennifer Yates, Purchasing Manager² _____

Chikako Terada, CEO _____ Date _____

Christopher Bradbury, CFO³ _____ Date _____

ATTEST:

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

APPROVED AS TO FORM:

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

¹ The City Council must authorize 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

CONSULTANT/PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and Roesling Nakamura Terada Architects, Inc.)

SCOPE OF SERVICES

CITY PROJECT MANAGER FOR THIS AGREEMENT: Sian Bashkiroff / 805-271-2204 / sian.bashkiroff@oxnard.org

This work includes the development of plans, specifications, cost estimates, and bid documents for the OWTP New Maintenance Building Project (Project). The planning and design phase is expected to take approximately eight (8) months.

Task 1: Project Management

Consultant shall coordinate all efforts with the Project Team including representatives from the City. The project management's responsibilities include, but are not limited to:

Coordination. Consultant shall coordinate all of the services of sub-consultants including site visits, site inspections, and shall ensure coordination with the City operations and engineering staff and other interested parties as outlined by the City.

Schedule. Consultant shall develop a project schedule at the beginning of the project that covers preliminary design, recommendations, design drawings, specifications, construction cost estimate, bid documents, and bid/award support services. Project schedule shall be submitted with the proposal and shall be updated within two (2) weeks of the kickoff meeting.

Invoicing. The Consultant shall submit invoices on a monthly basis with all supporting documentation in a format acceptable to the City. Invoices requiring amendment shall be dated according to when the revised invoice is delivered to the City. Invoices shall be delivered electronically to the Project Manager and to pwinvoices@Oxnard.org.

Communication. Consultant shall develop a communications protocol to be followed by all team members to be submitted within one (1) week of starting the project. Communication protocol will include standard project communication as well as emergency communication protocols.

Reporting. Consultant shall prepare and distribute monthly reports.

Meetings.

Project Kick-off Meeting. At the commencement of the Project, the Consultant shall facilitate a "kick-off" meeting with the City's engineering and operations staff to discuss the scope and parameters of the Project. The Consultant shall prepare and distribute a draft agenda in advance of the meeting for review and comment by the City. The Consultant shall prepare and distribute meeting minutes within three (3) business days of the meeting. The Consultant shall assume three (3) hours for the kick-off meeting with staff members.

Progress Meetings. Consultant shall attend monthly meetings at the City for the duration of the project and budget for eight meetings. As part of the effort, the Consultant is responsible for developing meeting information and agenda prior to the meeting and meeting minutes within three (3) business days following the meeting with a complete action tracking log. The Consultant shall assume two (2) hours for each meeting.

Design Workshops/Charrettes. Consultant shall plan up to three (3) workshops/charrettes during the design phase.

Quality Assurance and Quality Control (QA/QC). The Consultant shall develop a QA/QC plan, to be followed for all submittals, within two (2) weeks of starting the project. The plan shall include the staff who are responsible for reviewing design and documentation as well as the means for integrating review comments from the City.

Task 2: Data Gathering, Site Visit, and Preliminary Investigations

The Consultant shall review and assess existing data and reports relative to the project and conduct all necessary site visits, investigations, and analyses required to identify and mitigate project issues that could impact or be impacted by the project including:

Regulatory and code requirements

Permitting, at a minimum:

Coastal Development Permit

Ventura County Air Pollution Control District

City of Oxnard Community Development Department

All permits deemed to be the responsibility of the City shall be obtained by the Consultant on the City's behalf. The City will provide payment for all permit fees

CEQA compliance

The Consultant shall perform and prepare all required CEQA documentation (i.e. CEQA checklist, initial study, notice of preparation, etc.) and supporting environmental information (i.e. Categorical Exemption, Negative Declaration, Environmental Impact Report, etc.)

Geotechnical investigation, including soil analysis as needed

Survey, mapping, and utility investigation

Consultant shall identify any other applicable project requirements not listed above.

Deliverable

Technical memo summarizing findings in this Task

Geotechnical report

Detailed survey report including digital files

Task 3: Schematic Design (SD) Phase (20%)

This phase of work will generate a refined site and building design for the project through an iterative process. With the information gathered during Task 2, create a schematic design for the project, including, but not limited to:

Design alternatives, (assume a minimum of three (3))

Architectural renderings and floor plans for the alternatives

Cost estimate for the alternatives

Final Schematic Design through workshops/charrettes

Preparation of preliminary plans and specifications for selected alternative

Preliminary LEED scorecard for selected alternative

Deliverable

Renderings, floor plans, and cost estimates for each alternative

Workshop/charrette presentations

Final Schematic Design package shall include schematic plans, renderings, and specifications (three (3) hard copies and digital files)

Task 4: Design Development (DD) Phase (50%)

Upon Project Team approval and acceptance of the Final Schematic Design, Consultant will commence with Design Development. This phase of work shall refine the design and identify all key construction systems, materials, and critical coordination issues. Design Development shall include, at a minimum:

Preparation of DD level (50%) plans, specifications, and details

Selection of key materials

Updated cost estimates

Updated LEED scorecard

Preliminary permit applications and CEQA documentation

Deliverable

Design Development package shall include plans and specifications (three (3) hardcopies and digital files).

Task 5: Construction Document (CD) Phase

Draft CD Design: Plans and specifications from the DD phase shall be updated based on comments received as a result of the DD review. The Draft CD design phase shall include:

Demolition plans

Architectural plans

Civil plans

Structural plans

Mechanical plans
Electrical plans
Instrumentation and control plans
Final plans
Final cost estimate
Final permit applications and CEQA documentation

Deliverable

Draft CD design package shall include plans, specifications, cost estimate, and permit application (three (3) hardcopies and digital files).

Final Design Submittal: During the final design phase, final comments from the Draft CD design submittal shall be incorporated into the plans and specifications. This final submittal will be reviewed by the City Community Development Department and once approved will be considered the bid set. Tasks include:

Production of final architectural and engineering plans
Production of final architectural and engineering specifications
100% Estimate of probable construction cost
Completed permit applications and CEQA documentation

Deliverable

Final plans shall be signed and sealed by a registered architect and professional engineer(s) registered by the State of California. The Consultant shall provide three (3) sets of 11" x 17" plans, three (3) sets of 36" x 48" (E Size) drawings, four (4) sets of specifications, and one (1) electronic copy in PDF format of the final design package for bid purposes.

Task 6: Bid Phase

The Consultant shall provide assistance to the City during the project advertisement and award period. Bid phase assistance shall include, at a minimum, the following:

Responses to requests for information (RFIs) and requests for clarification (RFCs) received during the bid period. Written responses to questions shall be submitted within two (2) business days of questions received during the bidding period. The responses shall be provided in short memorandum format with the question and response shown.

Attendance and participation in the mandatory pre-bid meeting.

Incorporation of all addenda issued during the Bid Period into a conformed set of contract documents. Review of all submitted bids.

Task 7: Construction Administration (CA) Phase

CA services shall include, at a minimum, the following:

Preconstruction Meeting: Attendance and participation in the Pre-Construction Meeting.

Project Progress Meetings: Attendance and participation in the Monthly Project Progress Meetings with the City and the Construction Manager to discuss the status of the Project and potential Project issues. The Consultant shall budget for eighteen (18) meetings.

Submittal Review: Consultant shall review and approve all shop drawing and material submittals transmitted by the construction contractor.

Change Order Review: Consultant shall review all change order requests submitted by the construction contractor. The Consultant shall review each request and make a formal statement regarding entitlement and the merit of the contractor's request.

Project Close-out: The Consultant shall assist in the development of Project punch lists and coordinate the delivery of all Project-related documentation.

Record Drawings: The Consultant shall prepare a record drawing set based on the red-line drawings submitted by the construction contractor. The record drawings shall be transmitted to the City within 30 calendar days of receipt of the contractor's red-line drawings. Copies of the record drawings shall be submitted to the City in both digital and PDF formats. In addition, the Consultant shall submit three (3) hard copies of the record drawings on 36" x 48".

Task 8: Scope and Program Verification, and Building Commission

Scope and Program Verification: This task will confirm appropriate scope and priorities for the project. This task will run concurrently with Task 2 Data Gathering, as some of the data will help to inform decisions on the project's direction. Engineering subconsultant input is excluded from this task. Task includes confirmation of square foot budgetary costs by cost consultant.

Review of City's Program

Up to 2 meetings to verify program requirements with City Staff, including: personnel and departments to be accommodated, budget, functional and operational requirements, quality requirement, time constraints, maintenance requirements, contextual considerations, equipment to be accommodated, adjacency requirements within building, resource conservation goals, occupant health goals, anticipated use of existing building to remain, extents of site improvements, adjacency and circulation requirements on the site, and future planning / risk mitigation considerations. Verify

scope of work with respect to audiovisual, security, IT, and any other low voltage requirements. Verify which systems and whether fixtures, finishes and equipment will be design-build or owner furnished/owner installed.

Draft updated program for City comment, summarizing City's program requirements

Final updated program based on City comments

Deliverable

Program spreadsheet and adjacency diagram

Commissioning: Commissioning will be provided by personnel at the mechanical engineering firm who are not otherwise involved on the project. The design team will provide coordination, Basis of Design, and response for commissioning agent comments. Architect and Commissioning Agent assistance to aid Owner in developing Owner's Project Requirements as required for Commissioning process (occurs during Task 8 Scope and Program Verification)

Basis of Design (occurs during Task 3 Schematic Design phase) produced by design team and reviewed by Commissioning Agent

Commissioning Plan (developed by Commissioning Agent during Task 4 Design Development and Task 5 Construction Documents)

Commissioning Specifications (developed by Commissioning Agent during Task 5 Construction Documents)

Drawing Review at Schematic, Design Development, and 90% Construction Documents. Performed by Commissioning Agent, to verify compliance with Owner's Project Requirements. Issues noted in writing and addressed by design team prior to next submittal.

Commissioning documents for Permit Submittal and updates based on plan check corrections

Document management and process control, including submittal review of commissioned systems by the commissioning agent

Site visits and meetings by commissioning agent during construction (limited to 16 visits)

Functional performance testing and witnessing, with log of issues noted and resolutions reached, by commissioning agent.

Final Commissioning Report by commissioning agent.

Deliverable

Basis of Design, Commissioning Plan, Commissioning Schedule, Issues Log, Final Commissioning Report

EXHIBIT B

**CONSULTANT/PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Roesling Nakamura Terada Architects, Inc.)**

SCHEDULE OF COMPENSATION

ROESLING NAKAMURA	
Position	Hourly
Principal	\$285
Project Manager	\$245
Project Architect	\$210
Principal Designer	\$210
Drafter	\$160
Administrative	\$110

ECG CIVIL – CIVIL ENGINEERING	
Position	Hourly
Principal	\$210
Senior II	\$190
Senior I	\$175
Associate	\$160
Assistant	\$135
2-Man Survey Crew	\$280
Administrative	\$80

ASHLEY VANCE – STRUCTURAL	
Position	Hourly
Principal in Charge	\$225
Senior Project Manager	\$185
Project Engineer	\$150

BMA- MECHANICAL / PLUMBING	
Position	Hourly
Principal Engineer (Mechanical)	\$255
Project Manager	\$168
Project Engineer (Plumbing)	\$140
Designer	\$120
Energy Analyst	\$140

THOMA – ELECTRICAL / SPECIALIZED EQUIPMENT	
Position	Hourly
Electrical Engineer of Record	\$223
Project Manager	\$195
Design Assistant	\$139

JACOBUS & YOUNG – COST MANAGEMENT	
Position	Hourly
Principal	\$196.73
Senior Estimator	\$133.39
Estimator	\$98.37

GEOSYNTEC – GEOTECH & AIR COMPLIANCE	
Position	Hourly
Principal	\$294
Senior Project Manager	\$254
Staff Field Personnel	\$178

ENVIRONMENTAL - LSA	
Position	Hourly
Principal	\$290
Project Manager	\$195
Technical Associate	\$195
Senior Planner	\$150
Assistant Planner and Support	\$125

322

Task/ Subtask	Architectural					ECG Civil - Civil Engineering							Ashley Vance - Structural			BMA- Mechanical/Plumbing					Thoma - Electrical			Jacobus & Young - Cost Management			Geosyntec- Geotech & Air Compliance				Environmental - ISA																		
	Principal	Project Manager	Project Architect	Principal Designer	Drafter	Principal	Senior I	Senior I	Associate	Assistant	2 Man Survey Crew	Admin	Principal in Charge	Senior Project Engineer	Project Engineer	Principal Engineer / O&A	Project Manager	Project Engineer	Designer / Project O&A	Energy Analyst	Electrical Engineer of Record	Project Manager	Design Assistant	Principal	Senior Estimator	Estimator	Principal	Sr. PM	Staff, Field Personnel	Principal	Project Manager	Technical Associate	Senior Planner	Assistant Planner and Support															
	\$ 285	\$ 245	\$ 230	\$ 230	\$ 160	\$ 210	\$ 190	\$ 175	\$ 160	\$ 135	\$ 280	\$ 80	\$ 225	\$ 185	\$ 150	\$ 255	\$ 368	\$ 340	\$ 120	\$ 340	\$ 223	\$ 195	\$ 139	\$ 156.73	\$ 133.39	\$ 98.37	\$ 294	\$ 254	\$ 178	\$ 290	\$ 195	\$ 195	\$ 130	\$ 125															
Task 8: Scope and Program Verification, and Building Commissioning					\$ 28,418					\$ 42,747					\$ 6,349					\$ 6,349					\$ 6,349					\$ 6,349																			
Sub-total Fee					\$74,511					\$ 11,475					\$ 4,032					\$ 27,240					\$ 2,557					\$ 3,201					\$ 560														
Sub-total Hours					48					14					48					24					13					28					6														
8.1.1 Review City's Program					1					0					0					0					0					0					0														
8.1.2 Program Review Meetings (2 meetings)					2					0					0					0					0					0					0														
8.1.3 Draft Updated Program					30					2					1					2					4					0																			
8.1.4 Final Updated Program					13					2					4					12					10					8																			
8.2.1 Owner's Project Requirements for Commissioning					20					1					2					1					12					10																			
8.2.2 Basis of Design					33					2					8					2					1					12					10														
8.2.3 Commissioning Plan					23					1					2					4					1					20					20														
8.2.4 Commissioning Specifications					29					1					1					4					1					20					20														
8.2.5 Drawing Review by Commissioning Agent (3 reviews during design) and incorporation of comments					34					1					8					4					4					8					4														
8.2.6 Commissioning Plan Check Documents for Permit					20					1					4					4					4					10					10														
8.2.7 Commissioning Document Mgmt and Process Control					40					2					2					4					4					34					34														
8.2.8 Site visits and Meetings by Commissioning Agent (max 16)					84					4					2					8					2					32					32														
8.2.9 Functional Performance Testing and Witnessing					48					4					2					8					2					32					32														
8.2.10 Final Commissioning Report					20					2					4					2					12					12					12														
Fee Sub Total					\$937,408					\$93,985					\$75,488					\$71,170					\$115,482					\$49,915					\$55,094					\$46,788					\$125,325				
Reimbursable Expense Allowance					\$8,000					\$8,000					\$8,000					\$8,000					\$8,000					\$8,000					\$8,000					\$8,000					\$8,000				
CONSULTANT FEE					\$945,408					\$401,985					\$79,488					\$71,170					\$115,482					\$49,915					\$55,094					\$46,788					\$125,325				
CONSULTANT MARKUP					\$54,342					\$7,948					\$7,117					\$11,548					\$4,992					\$5,509					\$4,678					\$12,525									
Architectural and Engineering					\$765,065																																												
Geotechnical/ Environmental					\$172,313																																												
TOTAL FEE Tasks 1-8					\$999,751																																												

EXHIBIT C

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Roesling Nakamura Terada Architects, Inc.)

INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/SERVICE PROVIDER/SELLER/BIDDER (hereafter referred to as "CONSULTANT") 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-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. 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. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

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, 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, **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 7/04 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. 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, 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.

10/23

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B**COVERAGES**

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

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

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

CERTIFICATE HOLDER

CITY OF OXNARD % 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

[illegible]

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")							
		SUBMIT IN DUPLICATE		ENDORSEMENT NO.		ISSUE DATE (MM/DD/YYYY)	
PRODUCER			POLICY INFORMATION:				
Telephone:			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				OTHER PROVISIONS			
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER							
LIMIT OF LIABILITY				CLAIMS: Underwriter's representative for claims pursuant to this insurance.			
\$ _____ per accident, for bodily injury and property damage.				Name: _____ Address: _____ Telephone: (_____) _____			
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:							
1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.							
CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.							
SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.							
CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.							
PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.							
SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).							
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.							
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

**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Roesling Nakamura Terada Architects, 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 Consultant/Professional services contracts that may be governed by the Living Wage Policy.

A. CONSULTANT shall compensate any employee of CONSULTANT 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, CONSULTANT 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, CONSULTANT shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

D. In addition, if CONSULTANT fails to comply with the Living Wage Policy in any manner, CONSULTANT 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. CONSULTANT shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to CONSULTANT of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2023**

CONSULTANT shall compensate any employee of CONSULTANT 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, CONSULTANT 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, CONSULTANT shall provide to such employee no less than 96 hours of paid leave per calendar year.

- a. CONSULTANT 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 CONSULTANT fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to CONSULTANT, effective immediately.
- c. In addition, if CONSULTANT fails to comply with the Living Wage Policy in any manner, CONSULTANT 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. CONSULTANT shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to CONSULTANT of the amount owed.

EXHIBIT E

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Roesling Nakamura Terada Architects, Inc.)

PREVAILING WAGE

1. CONSULTANT acknowledges that the Project defined in the Agreement between CONSULTANT 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. CONSULTANT shall perform the Project as a public work. CONSULTANT 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. CONSULTANT acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and CONSULTANT shall post such rates at each job site covered by this Agreement.
3. CONSULTANT is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. CONSULTANT 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. CONSULTANT 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 CONSULTANT or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. CONSULTANT shall comply with Labor Code Section 1776, which requires CONSULTANT 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. CONSULTANT 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, CONSULTANT shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, CONSULTANT and each of its subcontractors shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. CONSULTANT 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, CONSULTANT must immediately notify CITY.

8. CONSULTANT 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. CONSULTANT 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. CONSULTANT acknowledges that 8 hours labor constitutes a legal day's work. CONSULTANT shall comply with and be bound by Labor Code Section 1810.

10. CONSULTANT shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. CONSULTANT shall, as a penalty to CITY, forfeit \$25 for each worker employed in the performance of this Agreement by CONSULTANT 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 CONSULTANT'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. CONSULTANT 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. CONSULTANT 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. CONSULTANT 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, CONSULTANT shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, CONSULTANT 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 CONSULTANT, 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 CONSULTANT under this Section shall survive Agreement termination.

EXHIBIT F

**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Roesling Nakamura Terada Architects, 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/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 _____

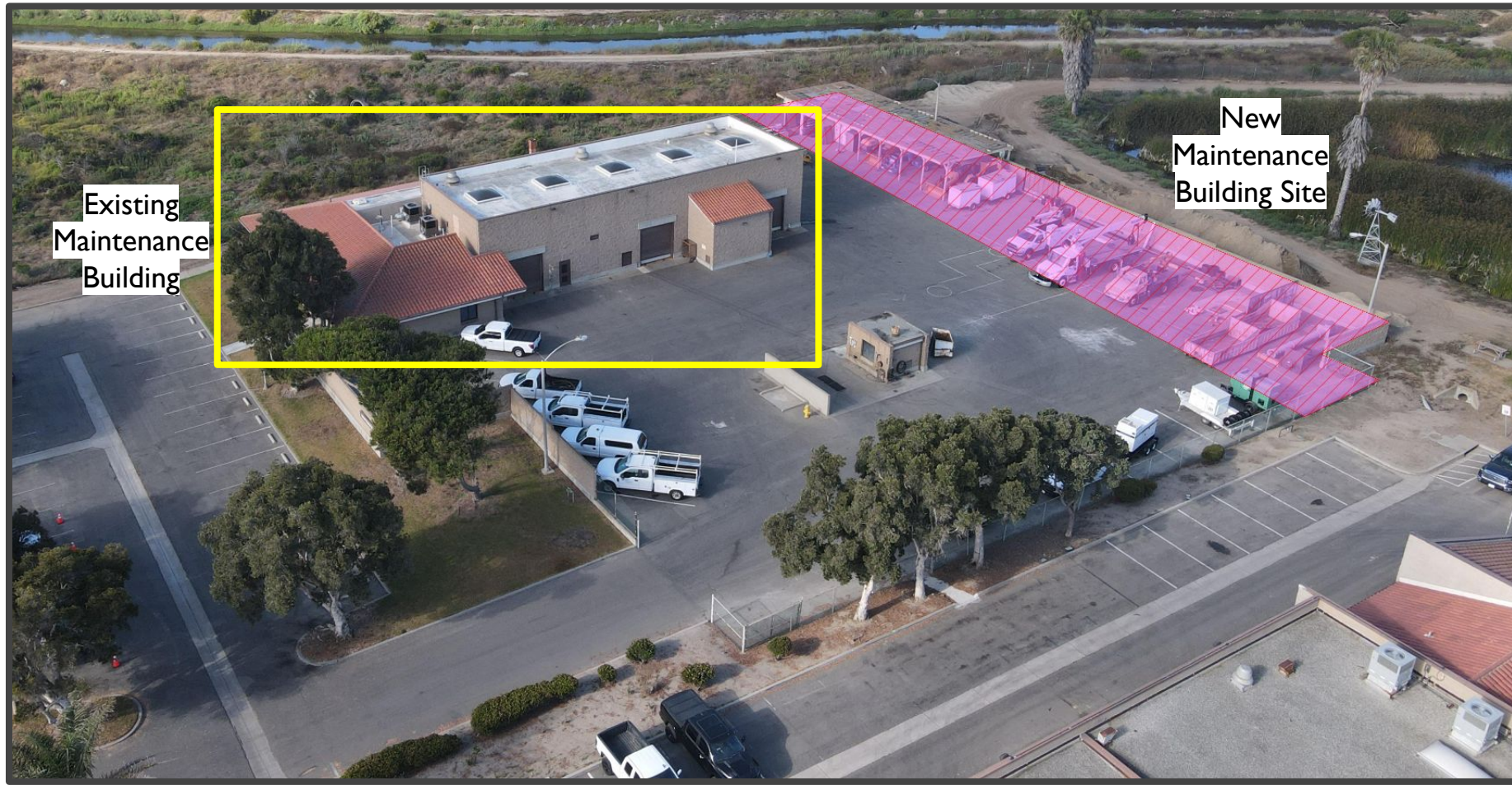
Agreement 32400156 with Roesling Nakamura Terada Architects, Inc. for Architecture and Engineering Services for the Wastewater Division New Maintenance Building Project (PW 23-101)

Tim Beaman, PE
Supervising Civil Engineer

City Council
December 5, 2023

That the City Council approve and authorize the Mayor to Execute an Agreement with Roesling Nakamura Terada Architects, Inc. in the amount of \$1,000,000 for Architectural and Engineering Services.

- The existing Oxnard Wastewater Treatment Plant (OWTP) Maintenance Building was constructed in 1978. The 9,032 square-foot structure contains office space, a breakroom, a paint booth, a machine shop, equipment storage, locker rooms, and other employee services.
- The original design was based upon one-third of the current staff size and is no longer suitable for modern operations.
- The plumbing, roof, and electrical systems have reached the end of their useful life and require expensive maintenance efforts or stay inoperable.
- The concrete masonry building structure does not meet the current building seismic code.



- The OWTP Maintenance Building houses wastewater staff and equipment that are needed for daily plant repairs and is an integral part of maintaining operation of the OWTP
- This project will provide adequate office space, training facilities, locker rooms, and other employee facilities for the fully staffed maintenance group.
- In addition there will be secured storage for the division's heavy equipment & vehicles and a fabrication shop for replacement parts and repairs.
- The new maintenance building will facilitate regular maintenance and repairs to the OWTP, protecting the investment the rate payers are making through the capital improvement program.

The Purchasing Department published Request for Proposal PW 23-101 for Architecture and Engineering Services for Oxnard Wastewater Treatment Plant New Maintenance Building Project on April 18, 2023. The City received three proposals.

- Roesling Nakamura Terada Architects \$ 999,751
- RRM Design Group \$1,666,450
- Arcadis \$1,117,499

- PW 23-101 Proposals were reviewed by:
 - Wastewater Division Manager
 - Senior Civil Engineer
 - Associate Engineer
- The scoring criteria consisted of the proposer's relevant experience, responsiveness, technical competence, past record of similar work, capacity to complete the scope of work, and proposed cost.
- Based upon the proposals and interviews with the three firms, staff believes RNT Architects is the most qualified firm and recommends awarding the professional service agreement.

- The total cost for this agreement with RNT Architect shall not exceed \$1,000,000 for the design and construction phase architectural and engineering support for the OWTP New Maintenance Building Project.
- There are as-needed costs of \$249 included for any additional or unforeseen costs needed as related directly to the design services for this project.
- The OWTP New Maintenance Building Project No. C2236 with available project funding of \$3,350,000 is being funded from the Wastewater Capital Fund 612 (6123610-53200).



End of Presentation



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. M.4

DATE: December 5, 2023

TO: City Council

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

SUBJECT: Agreement 32400247 with Quest National Holdings dba Quest National Security for Security Guard Services at Various City Locations. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an Agreement with Quest National Holdings dba Quest National Security, for an initial term starting January 1, 2024, ending December 31, 2024, with the options to extend through December 31, 2028, and for a total contract not-to-exceed amount of \$6,000,000 for security guard services at various City locations.

(The Public Works and Transportation Committee outcome was unknown at the time this agenda was posted.)

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

<https://youtu.be/zYIm6Ksnc84>

BACKGROUND

The Public Works Department is responsible for the operation of the City's Oxnard Transportation Center (OTC), Water Campus, Oxnard Wastewater Treatment Plant (OWTP) and Headworks Facility, Advanced Water Purification Facility (AWPF), and the Del Norte Regional Recycling and Transfer Station (Del Norte). These facilities are located in the City of Oxnard and provide essential public utility services to the residents of Oxnard and the west Ventura County region.

These City facilities require security services to act as a first deterrent for unwanted activity to ensure the safety of personnel, protect property, customers, and the general public; and guard against vandalism. The City has used security services for City facilities over the past fifteen years.

Table 1 provides the location and property size for each facility.

TABLE 1

CITY FACILITY	LOCATION	LOT SIZE (approximate ACREAGE)
Oxnard Transportation Center	201 East Fourth Street	8
Water Campus	251 South Hayes Avenue	4.9
OWTP & Headworks Facility	6001 Perkins Road/ 5741 Perkins Road	30
AWPF	5700 Perkins Road	4.7

Del Norte	111 Del Norte Boulevard	16
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DISCUSSION

This agreement with Quest includes armed and unarmed security services. The Water Campus is the only facility that utilizes armed security services due to critical infrastructure and high transient activity in the area. As a reminder, in April 2023, staff brought forward and Council approved a “stop-gap” agreement with Dial because the contracted security vendor at the time had performance issues. While Quest’s proposed rates are less than Dial’s, they are approximately 32% higher than the previous vendor’s rates.

This agreement keeps the same level of service for each of these essential facilities. Since Quest's rates are higher than the previous vendor’s rates, future FY budget requests to cover security services will reflect those increases in the respective funds (e.g. Water, Wastewater, Special Funds, etc). For the remainder of FY 2023-24, increases in security costs will be absorbed by the existing operating budgets already approved by Council for the last 6-months (January through June 2024).

The Water Division will be utilizing Armed security officers and all other locations will utilize Essential and Advanced unarmed security officers. The Advanced (supervisor/lead) security officer is required by Quest when more than one security officer are working at the same time. Table 2 and Table 3 provide rates for services that include all costs necessary for each facility including equipment and vehicles that will be utilized at the City’s locations.

TABLE 2

SCHEDULE	HOURLY RATE	
Unarmed Security Officer	Essential (entry-level)	Advanced (lead)
Weekday (Mon-Fri) and Weekend (Sat-Sun)	\$33.77	\$34.50
Armed Security Officer	Premium (armed)	
Weekday (Mon-Fri) and Weekend (Sat-Sun)	\$38.75	

TABLE 3

ADDITIONAL EQUIPMENT	MONTHLY RATE
Bicycle - Provided upon request at no cost	\$0.00
Golf Cart - Includes gas/electrical, mileage, insurance, maintenance and equipment	\$850.00
Dedicated Patrol Vehicle: Option 2: Includes insurance, maintenance, and equipment. Gas and mileage charged per mile	\$1,350.00 plus \$0.66 per mile

Based on the needs and size of the facilities, security guards and equipment will be assigned accordingly.

On August 16, 2023, a request for proposal (RFP) PW 24-12 was released. Proposals from 10 different security firms were submitted. Bidders hourly rates ranged from \$24.75 to \$85.22 per hour for unarmed guard services and \$29.00 to \$95.00 for armed guard services. As part of the solicitation process, proposals were evaluated by the Environmental Resources Manager, Wastewater Administrative Analyst, and the Water Regulatory Compliance Coordinator. Staff evaluated all proposals based on the qualifications, experience, history with similar size clients, references, cost, and

overall completeness of the proposal. After reviewing all proposals, the City has selected Quest to provide security services.

Staff has confirmed that Quest 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 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 total cost for this Agreement with Quest shall not exceed \$6,000,000 through December 31, 2028, if extended. Services will commence January 1, 2024. Sufficient funds are available in the respective funds for FY 2023-24 for January through June 30, 2024. Funding for future years will be included in the proposed operating budgets for the City Council's consideration.

The following table shows the estimated spending plan for all divisions which also includes any potential increases after the initial term.

DIVISION	ACCOUNT	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	TOTAL
		6 Months	12 Months	12 Months	12 Months	12 Months	6 Months	
OTC	90403201-53200	\$220,000	\$445,000	\$465,000	\$490,000	\$510,000	\$265,000	\$2,395,000
Water Campus	6083607-53200	\$135,000	\$270,000	\$285,000	\$300,000	\$315,000	\$165,000	\$1,470,000
OWTP	6113614-53200	\$60,000	\$125,000	\$130,000	\$140,000	\$145,000	\$75,000	\$675,000
AWPF	6013605-53200	\$35,000	\$65,000	\$70,000	\$70,000	\$75,000	\$40,000	\$355,000
Del Norte	6313630/6383639-53200	\$100,000	\$205,000	\$215,000	\$225,000	\$235,000	\$125,000	\$1,105,000
Total		\$550,000	\$1,110,000	\$1,165,000	\$1,225,000	\$1,280,000	\$670,000	\$6,000,000

For Finance Use Only: Transportation Development Act Fund (Org. 90403201 Obj. 53200), Water Operating Fund (Org. 6013605 Obj. 53200), Wastewater Operating Fund (Org. 6113614 Obj. 53200), Water Security & Contamination Prevention Fund (Org. 6083607 Obj. 53200), ER Fund (Org. 6313630 Obj. 53200), ER Security & Contamination Prevention Fund (Org. 6383639 Obj. 53200)

COMMITTEE OUTCOME

The Public Works and Transportation Committee outcome was unknown at the time this agenda was posted.

Prepared by: Brian Yanez, Assistant Public Works Director, Omar Castro, Water Division Manager, Jan Hauser, Wastewater Division Manager

ATTACHMENTS

1. Agreement 32400247
2. Presentation

**TRADE SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND QUEST NATIONAL HOLDINGS DBA
QUEST NATIONAL SECURITY**

By This Trade Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of Quest National Holdings DBA Quest National Security ("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 day and night time security guard services and armed security guard services for multiple locations for the City of Oxnard. SERVICE PROVIDER will patrol the Oxnard Transportation Center, Water Campus, Oxnard Wastewater Treatment Plant, Headworks Facility, Advanced Water Purification Facility, and the Del Norte Regional Recycling and Transfer Station as further described in the scope of services set forth herein.

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

Quest National Holdings DBA Quest National Security ("SERVICE PROVIDER"), a corporation of the State of California, located at 6320 Topanga Canyon Boulevard Suite 1630-116, Woodland Hills, CA 91367

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 (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: \$6,000,000.00

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: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A
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:	SERVICE PROVIDER Designated Representative:
Name: Brian Yanez	Name: Victoria Perez
Title: Assistant Public Works Director	Title: President
Phone: (805) 200-5412	Phone: 858-442-7577
Email: brian.yanez@oxnard.org	Email: vperez@questnationalsecurity.com
Mailing Address (if differs from above):	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 4.5 % from the prior year.

10. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within thirty (30) 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: invoices@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 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) 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 7920.515.

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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER engages in investment activities in Iran. SERVICE PROVIDER 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

**QUEST NATIONAL HOLDINGS
DBA QUEST NATIONAL SECURITY**

☐ John C. Zaragoza, Mayor¹ _____ Date
☐ Jennifer Yates, ²
Purchasing Manager

Victoria Perez, President _____ Date

Yoav Raikel, Vice President³ _____ Date

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 QUEST NATIONAL HOLDINGS DBA QUEST NATIONAL SECURITY)

SCOPE OF SERVICES

CITY PROJECT MANAGER: Brian Yanez/ (805) 200-5412 / brian.yanez@oxnard.org

The security services will include, but not be limited to, patrols that include visual inspections (facilities, on site-vehicles, security cameras, etc.) and physical inspections (gates, doors, etc.) to ensure secure status, make contact with individuals on property after hours to determine reason for access to the facility, and notifying designated City staff of any unauthorized activities and Police or Fire Department in case of an emergency. City security specifications and hours will vary depending on the location but the general expectations are:

1. SERVICE PROVIDER shall be able to perform a combination of roving, foot, and car patrol that are either armed or unarmed across the service areas requested.
2. SERVICE PROVIDER must be a licensed private patrol operator with the California Department of Consumer Affairs, Bureau of Security and Investigative Services.
3. Each security officer and supervisor assigned to this project must possess a valid and permanent California Department of Consumer Affairs, Bureau of Security and Investigative Security Services security guard registration while on the job site.
4. SERVICE PROVIDER employees assigned to this project may be required to submit a Live Scan and criminal history check.
5. The SERVICE PROVIDER is responsible for the scheduling of the employees for the service locations requested below. The City will not pay the vendor for any over-times hours. In the event the CITY requires additional hours or extended hours, these requests might result in overtime billed at 1.5X times (time and a half) the agreed upon rate.
6. SERVICE PROVIDER employs all security officer personnel and shall be responsible for the payment of all wages, appropriate expenses, employer's contribution to social security taxes, workers comp, benefits, Medicare taxes, federal unemployment taxes, state unemployment taxes, state employment training taxes, state disability insurance and any other taxes imposed on, or required for payment by a PPO licensed employer in the State of California.
7. All security officers shall be under the direction and control of SERVICE PROVIDER. SERVICE PROVIDER shall have the right to assign such security officers as it sees fit in order to provide the necessary services, unless otherwise mutually agreed upon by the parties in writing. SECURITY PROVIDER may change security officers at will.

8. Contract billing rate is an all-inclusive rate. The billing rate shall include all costs necessary including but not limited to; employee wages, benefits, required supplies, travel to and from locations, and patrol vehicles if necessary.
9. Each security guard and supervisor assigned to this project must be able to speak, read, and write in English.
10. All SERVICE PROVIDERS' personnel shall wear readily recognizable uniforms and display a company issued photo identification while on City property.
11. SECURITY PROVIDER shall provide its security officers with all necessary uniforms, badges and equipment. Non-standard uniforms or equipment required by CITY will be provided as agreed upon and at a cost as mutually agreed upon in writing.
12. If patrol cars are needed, they need to be kept clean and in working condition and display company logo.

CITY OBSERVED HOLIDAYS

The SERVICE PROVIDER will work with the City to ensure adequate security services during City observed holidays. Holiday billing rate is time and a half (1.5X).

The City observes the following holidays:

- New Year's Day
- Martin Luther King Jr. Day
- Presidents Day
- Cesar Chavez Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

City facilities close early on:

- Christmas Eve
- New Year's Eve

REPORTING

1. A daily post log should be kept on premises at each location. These daily logs should keep record of exceptional events and observations and be digitally sent to the designated City representative at the end of each shift. Electronic reports should be available upon request.

2. SERVICE PROVIDER shall notify the Police or Fire Department in the event of an emergency and contact the designated City representative after contacting the police.

LOCATION SCOPE OF SERVICES

OXNARD TRANSPORTATION CENTER (OTC):

The parameters for the private patrol operation (PPO) are as follows:

SITE PATROL SCHEDULE FOR PPO– OXNARD TRANSPORTATION CENTER (OTC)

SERVICE PROVIDER shall provide unarmed security services for the City of Oxnard Transportation Center (OTC), located at 201 East Fourth Street:

Background Information

The Oxnard Transit Center (OTC) is a two-story, 13,000 square feet brick motif building that opened in 1986. The total facility area is slightly over five acres, and includes parking lots, bus and rail loading facilities, and landscaped areas. During business hours, the Patrol security officers staffing operations at the OTC are Monday - Friday from 5:00 a.m. to 10:30 p.m., and Saturday and Sunday from 6:00 a.m. to 10:30 p.m. After business hours, the Patrol security officers staffing operations at the OTC are Monday - Friday from 10:30 p.m. to 5:00 a.m., and Saturday and Sunday from 10:30 p.m. to 6:00 a.m. The OTC is a multi-model transportation facility and is open every day of the year (365 days per year), including City holidays. Security cameras and an indoor concierge desk provide a central location for security officers and high visibility for the patrons, employees, and business owners. The City has closed circuit television surveillance cameras inside and outside the building, with a central station at the concierge desk where the security guards are stationed. Most of the cameras have pan-tilt- zoom features.

Service Description

SERVICE PROVIDER will provide patrol unarmed security services to the OTC located at 201 East Fourth Street and its associated public parking lots on Meta Street, East Fourth Street, and 273 East Fifth Street. The selected SERVICE PROVIDER is expected to serve as the City's main customer contact for visitors to the Oxnard Transit Center during business hours.

The City does not have an on-site property manager so the lead on-site security guard will serve as a liaison to notify City staff of issues about property management that require repairs to the premises. The main concentration of patrol time during open hours is located in and around the OTC, its surrounding parking lots and train and bus loading platforms. Attachment 1- Aerial Map for OTC is a map of the facility. This facility will require a patrol vehicle.

Service During Operational Hours

1. One (1) uniformed patrol person on site from 5:00 a.m. to 10:30 p.m., Monday – Friday. Saturday and Sunday from 6:00 a.m. to 10:30 p.m.

Two (2) uniformed patrol persons on site during peak hours of operation from 9:00 a.m. to 6:00 p.m. Monday – Friday. Saturday and Sunday from 9:00 a.m. to 5:00 p.m.

One (1) uniformed patrol person on site for after hours from 10:30 p.m. to 5:00 a.m. Monday - Sunday.

- **Monday through Friday**
 - **5:00 a.m. to 9:00 a.m. one (1) uniform patrol person**
 - **9:00 a.m. to 6:00 p.m. two (2) uniform patrol persons**
 - **6:00 p.m. to 10:30 p.m. one (1) uniform patrol person**
- **Saturday through Sunday**
 - **6:00 a.m. to 9:00 a.m. one (1) uniform patrol person**
 - **9:00 a.m. to 5:00 p.m. two (2) uniform patrol persons**
 - **5:00 p.m. to 10:30 p.m. one (1) uniform patrol person**
- **Monday through Sunday**
 - **10:30 p.m. to 5:00 a.m. one (1) uniform patrol person**

2. Patrols will take place periodically by a variety of means. Patrols may occur by vehicles, bicycle, foot, video surveillance, and a combination thereof.

3. It is up to the SERVICE PROVIDER to schedule their employees according to the hours above. The City will not pay the SERVICE PROVIDER for any over-time hours under any conditions.

Patrol Person Responsibilities

Assigned Patrol Person Will:

1. Patrol assigned areas as required. The assigned areas include:
 - i. bus platforms
 - ii. train platforms
 - iii. lobby and kiosks areas
 - iv. restrooms
 - v. waiting areas
 - vi. public areas within and outside the building
 - vii. both long-term and short-term parking lots
 - viii. EV charging stations
2. Report abandoned vandalized and/or unregistered vehicles to Oxnard Police.
3. Discourage loitering on the premises including all landscaped areas.
4. Observe and report any illegal or hazardous activities and/or items to law enforcement immediately. The OTC manager is to be notified of the disposition of the law enforcement response as soon as possible.

5. Provide information as directed to employees, the public, and visitors of the OTC.
6. Determine loss, damage, or misuse of the property.
7. Open and close the OTC, utilizing the alarm systems.
8. Regularly survey the security and safety status of the OTC area and report findings.
9. Assist in the evacuation of OTC area patrons and employees as necessary.
10. Monitor activity occurring within the OTC and on the OTC property.
11. Investigate any suspicious activity and notify law enforcement when appropriate.
12. Assist fire department, medical services, and police agencies as necessary.
13. Maintain and update the security procedures manual, commonly known as "Post Orders."
14. Maintain a professional appearance at all times.
15. Provide a daily log noting exceptional events and observations. Including a weekly log of the names of the guards and the times they worked.
16. Operate the closed circuit television system and maintain its records as required by the City's records retention policies.
17. Locate persons who are disturbing patrons or engaging in illegal activities at the OTC. Advise those who are impeding normal operations or engaging in illegal activities at the OTC to leave the property.
18. Maintain photographic and written records of banned persons, habitual offenders, and persons who have been advised about trespassing.
19. Provide one copy of any subpoena for records to the City of Oxnard Office of the City Attorney, 305 West Third Street, East Wing, First Floor, Oxnard, CA 93030 within 48 hours of receiving a subpoena. Provide notice to the property manager of any subpoena for records within 48 hours of receiving a subpoena.
20. Serve as a liaison to notify City staff of issues about property management that require repairs to the premises.

WATER CAMPUS

The parameters for the private patrol operation are as follows:

SITE PATROL SCHEDULE FOR PPO OPERATION – WATER CAMPUS

SERVICE PROVIDER shall provide security services to the City of Oxnard's Water Campus located at 251 South Hayes Avenue.

Security Patrols

SERVICE PROVIDER security patrols will include visual inspections of the Water Campus and physical inspections of all gates and doors of each facility and on-site vehicles to verify secure status. Make contact with individuals on property after hours to determine reason for access to the facility. SERVICE PROVIDER shall perform regular visual inspection of parking lots, Meter Shop, Distribution Shop, container storage, Administration Building, Multi-Purpose Facility, Reverse Osmosis Plant, and the surrounding area of the Water

Campus. SERVICE PROVIDER shall notify designated City staff of any unauthorized activities and police in the event of an emergency.

After-Hours Security Service

- **Monday through Friday (13 hours)**
 - 12:00 a.m. – 7:00 a.m.
 - 6:00 p.m. – 11:59 p.m.
- **Saturday (24 hours)**
 - 12:00 a.m. – 11:59 p.m.
- **Sunday and Holidays (24 hours)**
 - 12:00 a.m. – 11:59 p.m.

SERVICE PROVIDER shall provide armed security services and vehicle to the entire Water Campus, to include physical monitoring of the facility and monitoring of security cameras, vehicles, and equipment.

SERVICE PROVIDER shall notify designated City staff of any unauthorized activities and police in the event of an emergency. This facility will require a patrol vehicle. Attachment 2 - Aerial Map of the Water Campus.

Vendor Responsibilities

1. SERVICE PROVIDER shall maintain a daily post log noting exceptional events and observations and provide copies to the City.
2. SERVICE PROVIDER must be a licensed private patrol operator with the California Department of Consumer Affairs, Bureau of Security and Investigative Services.
3. Each security officer and supervisor assigned to this project must possess a valid and permanent California Department of Consumer Affairs, Bureau of Security and Investigative Security Services security guard registration while on the job site.
4. Each security officer and supervisor assigned to this project must be able to speak, read and write in English.
5. SERVICE PROVIDER employees assigned to this project may be required to submit a Live Scan and criminal history check performed by the Oxnard Police Department at the City’s expense with or without notice.

OXNARD WASTEWATER TREATMENT PLANT (OWTP), HEADWORKS FACILITY AND ADVANCED WATER PURIFICATION FACILITY (AWPF):

Location: 6001 Perkins Rd (OWTP)
5741 Perkins Rd (Headworks)
5700 Perkins Rd (AWPF)

Patrol: Roving Vehicle

Days: Monday - Sunday

Hours: 6:00 PM - 6:00 AM

Armed: No
Reports: Daily
Check in: Upon arrival & Before Departure

The parameters for the private patrol operation are as follows:

SITE PATROL SCHEDULE FOR PPO OPERATION – WASTEWATER TREATMENT PLANT (OWTP), HEADWORKS FACILITY, AND ADVANCED WATER PURIFICATION FACILITY (AWPF):

SERVICE PROVIDER shall provide one unarmed uniformed security guard during after-hours to provide roving security patrols at the Wastewater Treatment Plant (OWTP) located at 6001 Perkins Road, Headworks Facility located at 5741 Perkins Road, Oxnard, California 93033 and the Advanced Water Purification Facility located at located at 5700 Perkins Road. SERVICE PROVIDER security patrols shall include visual inspections of each facility and on-site vehicles, and physical inspections of all gates and doors of each facility and on-site vehicles to verify secure status. SERVICE PROVIDER will make contact with individuals on property after hours to determine reason for access to the facility. SERVICE PROVIDER shall alert the Police and Fire Departments should additional assistance be required.

Security Patrols – OWTP, Headworks Facility & AWPF

SERVICE PROVIDER shall provide roving security patrol of the OWTP, Headworks facility and AWPF throughout the duration of the hours noted below. Security Patrols shall ensure all facilities are secure through physical inspection of facility gates and building doors. Primary responsibility is to ensure that all persons on any of the three (3) sites are duly authorized. Security personnel shall make contact with any unknown individuals on the sites to determine proper authorization and purpose for access to the facility. All areas within the fence line shall be monitored on a continuous basis for unauthorized intruders. Security personnel will not be required to enter buildings. Only one (1) vehicle will be required for both facilities. Attachment 3 and 4- Aerial Map for OWTP and Aerial Map for AWPF are maps for the facilities.

After- Hours Security Service – OWTP, Headworks Facility and AWPF

1. SERVICE PROVIDER shall immediately notify Wastewater staff and City of Oxnard Police of any unauthorized activities or emergencies.
2. The OWTP is staffed continuously, 24 hours per day, 365 days per year. Therefore, security personnel shall check in with OWTP staff upon arrival at the facility and check out at the end of each shift. Daily logs shall be submitted at the end of every shift.
3. The City will provide the security person with a communication device, list of personnel on site, site access controls, restroom facilities and any other relevant information at the start of each day.

4. The OWTP, Headworks and AWPf are working facilities with tanks, pumps, and other potentially dangerous equipment. SERVICE PROVIDER is not to enter any building, tank or other facility without prior written authorization or escort from City staff.

Del Norte Regional Recycling and Transfer Station:

The parameters for the private patrol operation are as follows:

SITE PATROL SCHEDULE FOR PPO OPERATION – DEL NORTE REGIONAL RECYCLING AND TRANSFER STATION

SERVICE PROVIDER shall provide one unarmed uniformed security guard and bicycle during after-hours to provide security patrols and to monitor surveillance cameras at the Del Norte Regional Recycling and Transfer Station (Del Norte Facility) located at 111 Del Norte Boulevard, Oxnard, California 93030.

SERVICE PROVIDER security patrols will include visual inspections of each facility and on-site vehicles, and physical inspections of all gates and doors of each facility and on-site vehicles to verify secure status. Make contact with individuals on property after hours to determine reason for access to the facility. SERVICE PROVIDER shall alert the Police and Fire Departments should additional assistance be required.

Security Patrols - Del Norte Facility

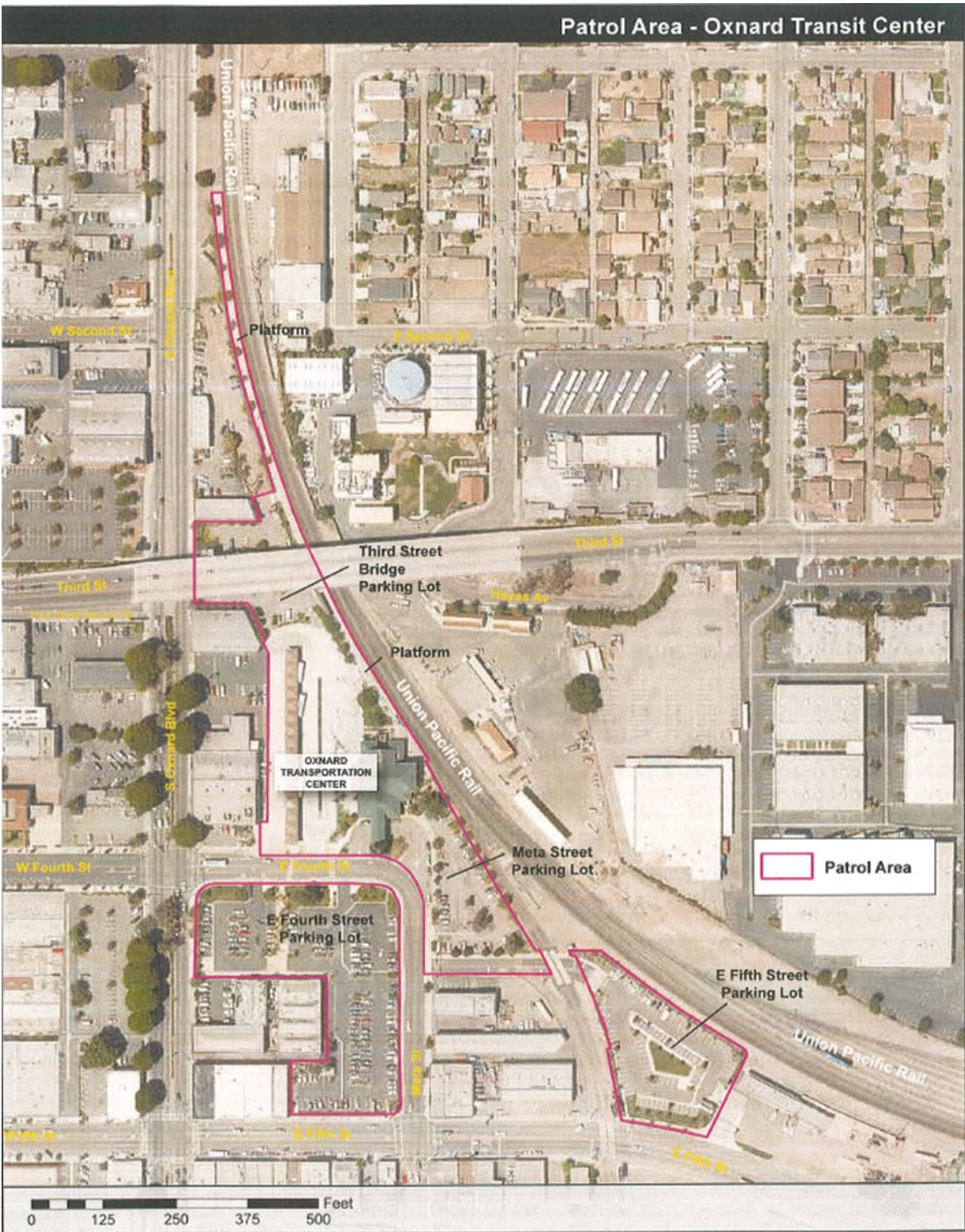
SERVICE PROVIDER shall provide control of after-hours access and make regular physical inspections of the site, patrols of the parking lots and the staging areas for recyclable material, equipment and supplies; regularly enter the facility to inspect piles of solid waste, recyclables and green waste for signs of spontaneous combustion and to contact emergency services as needed; secure all building doors and gate entrances, and monitoring of video security cameras. This facility will require-foot patrol. Attachment 5 - Aerial Map for Del Norte is a map of the facility.

After-Hours Security Service at the Del Norte Facility

- **Monday through Friday (12.5 hours)**
 - 12:00 a.m. – 5:00 a.m.
 - 4:30 p.m. – 11:59 p.m.
- **Saturday (17 hours)**
 - 12:00 a.m. – 5:00 a.m.
 - 12:00 p.m. – 11:59 p.m.
- **Sunday and Holidays (24 hours)**
 - 12:00 a.m. – 11:59 p.m.
 -

SERVICE PROVIDER shall notify designated City staff of any unauthorized activities and the Police or Fire Departments in the event of an emergency.

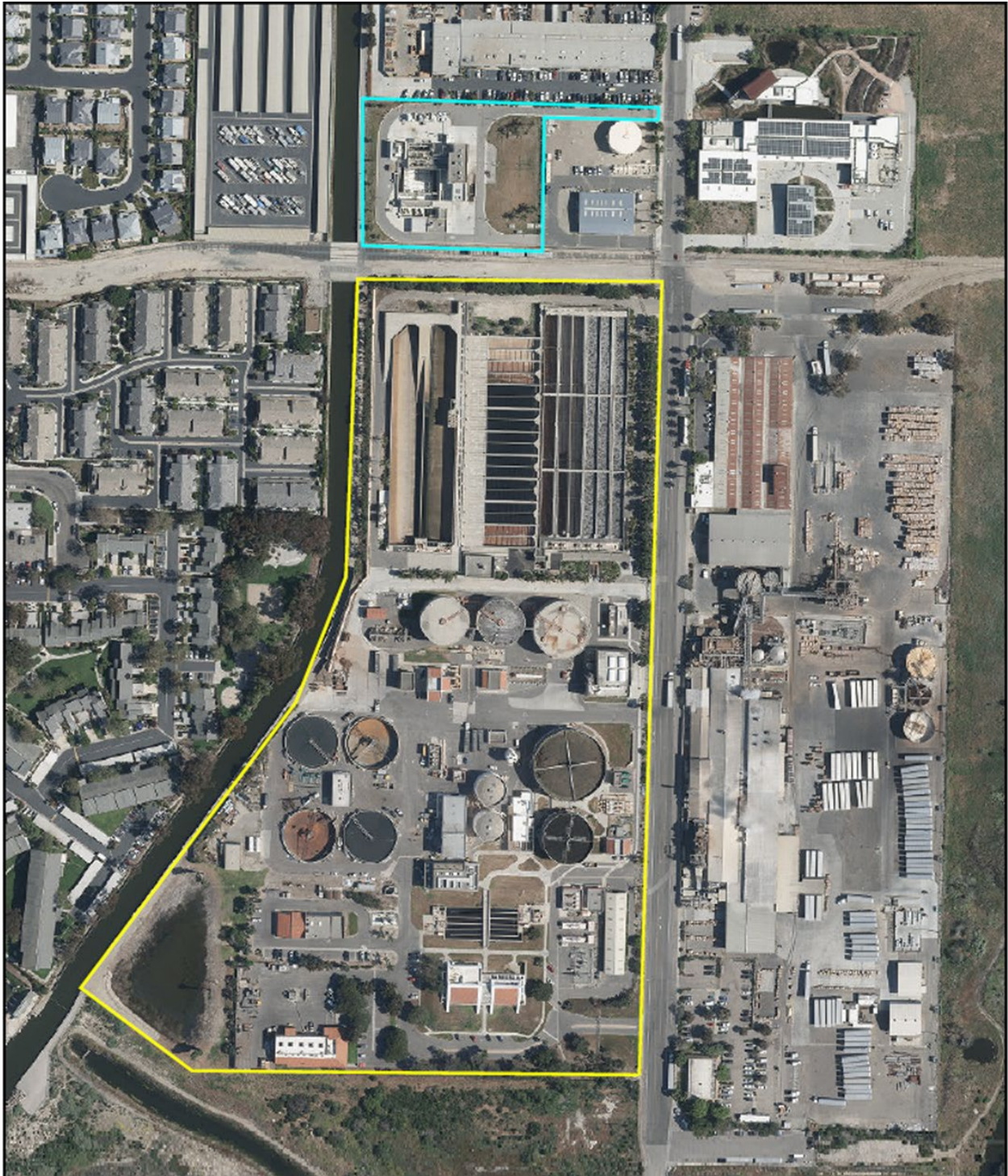
Attachment 1- Aerial Map of OTC



Attachment 2-Aerial Map for Water Campus



Attachment 3-Aerial Map for OWTP & Headworks Facility



Attachment 4- Aerial Map for AWPf



Attachment 5- Aerial Map for Del Norte Regional Recycling and Transfer Station



EXHIBIT B

**TRADE SERVICE AGREEMENT
(CITY of Oxnard and QUEST NATIONAL HOLDINGS DBA QUEST NATIONAL SECURITY)**

SCHEDULE OF COMPENSATION

Post	Location name	Location address	# of guards/ vehicle s	Days	Check in	Check out	Total hour s	O T	Regula r hourly rate	OT hourl y rate	Holiday s per year	Workday s per year
Unarmed	OTC	201 East Fourth Street	1	Mon-Fri	5:00:00	9:00:00	4.00	0	\$33.77	\$50.66	6	255
			1	Sat-Sun	6:00:00	9:00:00	3.00	0	\$33.77	\$50.66	0	104
			1	Mon-Fri	9:00:00	18:00:00	9.00	0	\$33.77	\$50.66	6	255
			1	Sat-Sun	9:00:00	17:00:00	8.00	0	\$33.77	\$50.66	0	104
			1	Mon-Fri	9:00:00	18:00:00	9.00	0	\$34.50	\$51.75	6	255
			1	Sat-Sun	9:00:00	17:00:00	8.00	0	\$34.50	\$51.75	0	104
			1	Mon-Fri	18:00:00	22:30:00	4.50	0	\$33.77	\$50.66	6	255
			1	Sat-Sun	17:00:00	22:30:00	5.50	0	\$33.77	\$50.66	0	104
			1	Mon-Fri	22:30:00	5:00:00	6.50	0	\$33.77	\$50.66	6	255
			1	Sat-Sun	22:30:00	6:00:00	7.50	0	\$33.77	\$50.66	0	104
Armed After-Hours Security Service	Water Campus	251 South Hayes Avenue	1	Mon-Fri	0:00:00	7:00:00	7.00	0	\$38.75	\$58.13	6	255
			1	Mon-Fri	18:00:00	23:59:00	6.00	0	\$38.75	\$58.13	6	255
			1	Sat	0:00:00	23:59:00	24.00	0	\$38.75	\$58.13	0	52
			1	Sun and Holidays	0:00:00	23:59:00	24.00	0	\$38.75	\$58.13	0	52
Unarmed Patrol: Roving Vehicle	OWTP Headworks AWPF	6001 Perkins Rd 5741 Perkins Rd 5700 Perkins Rd	1	Mon-Sun	18:00:00	6:00:00	12.00	0	\$33.77	\$50.66	6	359
Unarmed foot patrol After-Hours Security Service	Del Norte Regional Recycling and Transfer Station	111 Del Norte Boulevard	1	Mon-Fri	0:00:00	5:00:00	5.00	0	\$33.77	\$50.66	6	255
			1	Mon-Fri	16:30:00	23:59:00	7.50	0	\$33.77	\$50.66	6	255
			1	Sat	0:00:00	5:00:00	5.00	0	\$33.77	\$50.66	0	52
			1	Sat	12:00:00	23:59:00	12.00	0	\$33.77	\$50.66	0	52
			1	Sun and Holidays	0:00:00	23:59:00	24.00	0	\$33.77	\$50.66	0	52

Additional Rates and services as follows:

SCHEDULE		HOURLY RATE		
Unarmed Security Officer		Essential	Advanced	Premium
Weekday (Mon-Fri) and Weekend (Sat-Sun)		\$33.77	\$34.50	\$36.25
Armed Security Officer		Essential	Advanced	Premium
Weekday (Mon-Fri) and Weekend (Sat-Sun)		\$35.50	\$37.50	\$39.75
Security Supervisor				
Weekday (Mon-Fri) and Weekend (Sat-Sun)		\$38.25		

ADDITIONAL EQUIPMENT	MONTHLY RATE
Bicycle - Provided upon request at no cost	\$0.00
Golf Cart - Include gas/electrical, mileage, insurance, maintenance and equipment	\$850.00
Dedicated Patrol vehicle - Option 1: Include gas, mileage, insurance, maintenance, and equipment OR Option 2: Include insurance, maintenance, and equipment	\$1,750.00 OR \$1,350.00 plus \$0.66/mile

EXHIBIT C

TRADE SERVICES AGREEMENT

(CITY of Oxnard and QUEST NATIONAL HOLDINGS DBA QUEST NATIONAL SECURITY)

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.

[See next pages]

**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. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org
3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.
4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**
5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B

COVERAGES

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

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

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

CITY OF OXNARD % 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

NAMED INSURED

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

□ In Addition to Limits

CITY AGREEMENTS/PERMITS

☐ OTHER

\$ per accident, for bodily injury and property damage.

Telephone: ()

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 46250-4299 US

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: () Date Signed _____

EXHIBIT D

TRADE SERVICES AGREEMENT

(CITY of Oxnard and QUEST NATIONAL HOLDINGS DBA QUEST NATIONAL SECURITY)

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 QUEST NATIONAL HOLDINGS DBA QUEST NATIONAL SECURITY)

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

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 _____

Agreement 32400247 with Quest National Holdings dba Quest National Security for Security Guard Services at Various City Locations

Public Works and Transportation Committee
November 28, 2023

City Council
December 5, 2023

Brian Yanez
Assistant Public Works Director

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with Quest National Holdings dba Quest National Security, for an initial term starting January 1, 2024, ending December 31, 2024, with the option to extend through December 31, 2028, and for a total contract not-to-exceed amount of \$6,000,000 for security guard services at various City locations.

That the City Council approve and authorize the Mayor to execute an Agreement with Quest National Holdings dba Quest National Security, for an initial term starting January 1, 2024, ending December 31, 2024, with the option to extend through December 31, 2028, and for a total contract not-to-exceed amount of \$6,000,000 for security guard services at various City locations.

The City's Public Works Department (Public Works) is responsible for the operation of the following facilities:

CITY FACILITY	LOCATION	LOT SIZE (approximate ACREAGE)
Oxnard Transportation Center OTC	201 East Fourth Street	8
Water Campus	251 South Hayes Avenue	4.9
OWTP & Headworks Facility	6001 Perkins Road/ 5741 Perkins Road	30
AWPF	5700 Perkins Road	4.7
Del Norte	111 Del Norte Boulevard	16

All of the City facilities:

- Are all located in the City limits and provide essential public services
- Require security guard services to ensure the safety of personnel, protect property, customers and the general public
- Have been utilizing private security guard services for City facilities over the past 15 years

August 16, 2023: City issued a Request for Proposal (RFP) to solicit security patrol services due August 31, 2023

- RFB was posted on www.publicpurchase.com
- City received 10 proposals and all were reviewed and evaluated by Public Works staff
- Quest National Holdings (Quest) was selected through the awarding process

Quest hourly labor rates:

SCHEDULE	HOURLY RATE	
	Essential (entry-level)	Advanced (lead)
Unarmed Security Officer		
Weekday (Mon-Fri) and Weekend (Sat-Sun)	\$33.77	\$34.50
Armed Security Officer	Premium (armed)	
Weekday (Mon-Fri) and Weekend (Sat-Sun)	\$38.75	

Water Division will be utilizing Armed security officers and all other locations will utilizing Essential and Advanced unarmed security officers

Quest additional equipment rates:

ADDITIONAL EQUIPMENT	MONTHLY RATE
Bicycle: provided upon request at no cost	\$0.00
Golf Cart: Includes gas/electrical, mileage, insurance, maintenance and equipment	\$850.00
Dedicated Patrol Vehicle: Option 2: Includes insurance, maintenance, and equipment. Gas and mileage charged per mile	\$1,350 plus \$0.66 per mile

Based on the needs and size of the facilities, security guards and equipment will be assigned accordingly

Staff has confirmed that Quest 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.



- Total value of agreement with Quest National Security shall not exceed \$6,000,000 over a possible term of five years and commences January 1, 2024
- Agreement allows four additional one-year extensions for an ultimate term date of December 31, 2028
- Sufficient funds are available in FY 2023-24 Budget for services from January 1, 2024 through June 30, 2024 for each location
- Costs for the next fiscal year will be requested during the annual budgeting process



QUESTIONS