

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 website at www.oxnard.org.



AMENDED AGENDA
(Item C-3 Added, 2/14/19)

OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
Council Chambers, 305 West Third Street
February 19, 2019
Closed Session - 4:30 PM
Appointment Item - 5:00 PM
Regular Meeting - 6:00 PM

A. ROLL CALL/POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION (4:30 PM)

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code Section 54956.9)

CC Name of Case: April Kittel v. City of Oxnard; et al.
United States District Court Case No. CV-17-6709-MWF (GJSx)

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code Section 54956.9)

CC Name of Case: Manuel Covarrubias v. City of Oxnard
Workers' Compensation Case Nos. ADJ10933376; ADJ11023913; and ADJ11023910

3. CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6) **NEW ITEM**

CC Agency designated representatives: Alex Nguyen, City Manager, Steve Naveau, Director of Human Resources; and Jennie Kelly, Assistant City Attorney. Employee organizations: International Association of Firefighters, AFL-CIO (IAFF), Local No. 1684; Oxnard Peace Officers' Association (OPOA); Oxnard Public Safety Managers Association (Fire Unit and Police Unit).

D. APPOINTMENT ITEM (5:00 PM)

Finance Department

1. SUBJECT: Comprehensive Annual Financial Report. (15/10/10)

RECOMMENDATION: That City Council:

1. Receive and file the Comprehensive Annual Financial Report (CAFR) for the fiscal year ended June 30, 2018, as recommended by the Finance and Governance Committee; and
2. Ratify and approve budgeted payrolls and demands paid by warrants or checks for the fiscal year ended June 30, 2018, as provided in Government Code section 37208.

Legislative Body: CC Contact: Kevin Riper Phone: (805) 385-7461

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

Agenda Item time estimates: (Staff Presentation / Council Discussion / Public Comment)

E. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

F. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Commendation to Alicia P. Llinas for 40 Years of Service to Local Broadcasting.
2. SUBJECT: Presentation of the Annual Community Relations Commission Community Recognition Awards.

G. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of thirty minutes. A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker cards will not be accepted after the beginning of the general public comment period. Based on the number of speaker cards submitted, the presiding officer may impose time limits per speaker. Typically, speakers are limited to three minutes, but shorter time may be established as deemed necessary. A person not able to address the legislative body at this time because the thirty minutes expires may do so just 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.

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.

City Attorney Department

1. SUBJECT: Resolution Opposing Offshore Oil Drilling and Related Onshore Development, Fracking, and Related Techniques. (5/10/10)

RECOMMENDATION: That City Council adopt a resolution opposing new or expansion of existing offshore oil and gas leases off the coast of Ventura County and related onshore development, fracking, and related techniques; and supporting a phase-out of oil and gas extraction and a framework to develop new responsible renewable energy projects.

Legislative Body: CC

Contact: Stephen M. Fischer

Phone: (805) 385-7483

2. SUBJECT: Letter Opposing Gun Shows at Ventura County Fairgrounds. (5/10/10)

RECOMMENDATION: That City Council approve and authorize the Mayor to sign a letter requesting the Ventura County Fairgrounds Board of Directors cease contracting for new gun shows at the Fairgrounds and pursue any legal or legislative remedies as may be necessary for this cessation; and transmit such letter and communicate the Council position to the Board of Director and State and regional officials.

Legislative Body: CC

Contact: Stephen M. Fischer

Phone: (805) 385-7483

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

City Clerk Department

1. SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the February 5, 2019 Regular Meeting as presented.

Legislative Body: CC

Contact: Michelle Ascencion

Phone: (805) 385-7805

Development Services Department

2. SUBJECT: Adoption of Ordinance No. 2956 Pertaining to the RiverPark Specific Plan Amendment.

RECOMMENDATION: That the City Council adopt Ordinance No. 2956 approving an amendment to the RiverPark Specific Plan (Planning and Zoning Permit No. 18-630-01); and adopt an Addendum to the Environmental Impact Report No. 00-03 certified by City Council on July 16, 2002.

Legislative Body: CC

Contact: Jeffrey Lambert

Phone: (805) 385-7882

Public Works Department

3. SUBJECT: Award Agreement A-8112 On-Call Asphalt and Concrete Repairs Agreement to Pavco Construction.

RECOMMENDATION: That City Council award and authorize the Mayor to execute Agreement A-8112 with Pavco Construction, Inc., for a three year term for an amount up to \$225,000 for on-call concrete and asphalt repair services.

Legislative Body: CC

Contact: Rosemarie Gaglione

Phone: (805) 385-8055

4. SUBJECT: Award Contract A-8118 to Toro Enterprises for Vineyard Avenue Street Resurfacing Project.

RECOMMENDATION: That City Council:

1. Award and authorize the Mayor to execute Agreement A-8118 in the amount of \$2,793,079.50 for the Vineyard Avenue Street Resurfacing Project Specification No. PW 16-12 with Toro Enterprises, Inc.;
2. Approve \$279,300 for Project contingency for the Vineyard Avenue Street Resurfacing Project;
3. Approve \$279,300 for technical engineering support, inspection, survey and project management (City staff) for the Vineyard Avenue Street Resurfacing Project; and
4. Approve a net appropriation of \$3,351,680 as follows:

Federal Earmark Repurposing Fund (275)	\$976,632
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Federal Surface Transportation Program	
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Local (STPL) Fund (275)	\$924,469
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State Toll Credit (219)	\$119,774
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State Senate Bill Roadway Maintenance	
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And Rehabilitation (RMRA) Fund (181)	
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And Rehabilitation (RMRA) Fund (185)	\$747,223
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Local Transportation Development Act (TDA)	
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Article 8a Fund (212)	\$583,582
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Legislative Body: CC

Contact: Rosemarie Gaglione

Phone: (805) 385-8055

M. PUBLIC HEARINGS

Development Services Department

1. SUBJECT: Appeal of Planning Commission's Decision on Planning and Zoning Permit No. 16-540-03 (Special Use Permit for a Planned Development Permit); Retail Shopping Center at 2441 N. Vineyard Ave. (APN 141-0-021-250 & 142-0-010-060). (15/10/10)

RECOMMENDATION: That City Council adopt a resolution upholding the Planning Commission's approval of Planning and Zoning Permit No. 16-540-03 (Special Use Permit for a Planned Development Permit), subject to certain findings and conditions set forth in Planning Commission Resolution No. 2018-38.

Legislative Body: CC

Contact: Jeffrey Lambert

Phone: (805) 385-7882

N. CLOSED SESSION

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957)
CC Title: City Manager

O. ADJOURNMENT



**CITY COUNCIL
AGENDA REPORT**

**TYPE OF ITEM: Appointment
Item**

AGENDA ITEM NO.: 1

DATE: February 19, 2019

TO: City Council

FROM: Kevin Riper
Chief Financial Officer

SUBJECT: Comprehensive Annual Financial Report. (15/10/10)

CONTACT: Kevin Riper, Chief Financial Officer
Kevin.Riper@oxnard.org, (805) 385-7461

RECOMMENDATION:

That City Council:

1. Receive and file the Comprehensive Annual Financial Report (CAFR) for the fiscal year ended June 30, 2018, as recommended by the Finance and Governance Committee; and
2. Ratify and approve budgeted payrolls and demands paid by warrants or checks for the fiscal year ended June 30, 2018, as provided in Government Code section 37208.

BACKGROUND

On January 18, 2019, the City published the Comprehensive Annual Financial Report (CAFR) for the Fiscal Year Ended June 30, 2018. On January 22, the City's independent financial audit firm, Eadie + Payne, made a formal comprehensive presentation to the Finance and Governance Committee. Interim Chief Financial Officer Dave Millican, who oversaw preparation of the 2018 CAFR, then answered questions from Committee members and addressed various comments from the public.

The Finance and Governance Committee has recommended that City Council receive and file the CAFR and hear a similar presentation from Eadie + Payne. Under generally accepted accounting principles (GAAP), comprehensive annual financial reports of governmental entities like the City are the responsibility of management, and are intended for use by elected officials – and, by extension, the public – in their oversight role of management. Thus, the Letter of Transmittal on page i is addressed to the "Honorable Mayor, Members of the City Council, and Citizens of Oxnard." Thus, no Council action to approve, ratify or accept the CAFR is necessary. Rather,

City Council is requested to receive and file it.

The CAFR is a large and complex document designed to show the overall financial health of the City, which has over 175 separate funds in its general ledger, to which tens of thousands of transactions are posted each year. The CAFR presents the financial activity and fund balances in a summary format that complies with the reporting standards required by the Governmental Accounting Standards Board (GASB). Two elements of the CAFR provide an overview of the report: the Letter of Transmittal, and Management's Discussion and Analysis (MD&A), the latter of which follows the Independent Auditor's Report.

That Report contains the audit firm's opinion on whether the financial statements are fairly presented based on the results of its audit. An unmodified opinion is issued when an auditor determines that each of the financial records provided by the City is free of material errors. In addition, an unmodified opinion indicates that financial records have been maintained in accordance with GAAP. The auditor's opinion for FY 2017-18 remains unmodified, as it was the prior year.

Staff wishes to clarify a sentence in Management's Discussion and Analysis, on page 6 in the middle of the second paragraph, which states: "Increases in water and wastewater rates in the City's proprietary funds resulted in increased costs for infrastructure maintenance and for subsidies to the City's golf courses." With respect to the golf courses, this sentence is intended to clarify that the increased rates have resulted in increased costs, which in turn required a larger General Fund subsidy to the Golf Course Operating Fund. Staff apologizes for any confusion regarding this statement.

Next steps: The Single Audit report – also prepared by the independent auditors – is a separate report focusing on State and federal grant awards received by the City during FY 2017-18. This is anticipated to be completed in time for one of the two April meetings of the Finance and Governance Committee. The Single Audit report will also include an update on the City's internal controls; any new findings from the auditors; and a management update on the Corrective Action Plan that is addressing the 135 accumulated audit findings identified by Eadie + Payne beginning with the 2015 Single Audit report.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to strengthen and stabilize the organizational foundation of the City in the areas of Finance, Information Technology, and Human Resources, and to improve workforce quality while increasing transparency to the public. This item supports the following goals and objectives:

Goal 2. Increase transparency with Council, community and staff related to the City's budget and financial management processes.

FINANCIAL IMPACT

Comprehensive Annual Financial Report (15/10/10)

February 19, 2019

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None directly.

NOTE: Due to size, the CAFR attachment of 238 pages is not included in the agenda packets. Hard copies are available for review at the Oxnard Main Library and the City Clerk's Office, and a soft copy on the City's website at www.Oxnard.org/City-Meetings under the agenda for this (February 19) City Council meeting. The document is the same as was published to the website on January 18 except for non-substantive, editorial revisions to the Letter of Transmittal.

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Council Business

AGENDA ITEM NO.: 1

DATE: February 19, 2019

TO: City Council

FROM: Stephen Fischer
City Attorney

SUBJECT: Resolution Opposing Offshore Oil Drilling and Related Onshore Development, Fracking, and Related Techniques. (5/10/10)

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

RECOMMENDATION:

That City Council adopt a resolution opposing new or expansion of existing offshore oil and gas leases off the coast of Ventura County and related onshore development, fracking, and related techniques; and supporting a phase-out of oil and gas extraction and a framework to develop new responsible renewable energy projects.

BACKGROUND

At the City Council meeting held on January 8, 2019, Mayor Pro Tem Ramirez requested, and a majority of the Council concurred, that a resolution opposing offshore oil drilling be considered on a future Council agenda. The attached resolution was drafted based on similar actions taken by other public agencies in response to Executive Order 13795 issued by President Trump on April 28, 2017 ("Implementing an America-First Offshore Energy Strategy") and reflects the relevant strategic priorities of the Council and the recently adopted 2019 Legislative Program. If adopted by the City Council, the resolution will be provided to the City's lobbyists, appropriate public officials, and otherwise distributed to communicate the adopted position.

STRATEGIC PRIORITIES

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

Resolution Opposing Offshore Oil Drilling (5/10/10)

February 19, 2019

Page 2

available funding. This item supports the following goals and objectives:

Goal 5. Ensure orderly development and long-range conservation and management of our natural resources and coastal assets.

Objective 5b. Protect ocean and waterways.

FINANCIAL IMPACT

None.

Prepared by Stephen Fischer, City Attorney

ATTACHMENTS:

Oxnard Reso re Offshore Drilling.021919

CORRESPONDENCE- Offshore Drilling 8.2.18

CORRESPONDENCE- Offshore Drilling 1.8.19

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD OPPOSING NEW OR EXPANSION OF EXISTING OFFSHORE OIL AND GAS LEASES OFF THE COAST OF VENTURA COUNTY AND RELATED ONSHORE DEVELOPMENT, FRACKING, AND RELATED TECHNIQUES; AND SUPPORTING A PHASE-OUT OF OIL AND GAS EXTRACTION AND A FRAMEWORK TO DEVELOP NEW RESPONSIBLE RENEWABLE ENERGY PROJECTS

WHEREAS, the City of Oxnard values our state's ocean waters and coasts, which provide habitat to a vast array of wildlife that depend on a healthy and clean environment; and

WHEREAS, the City of Oxnard's residents and visitors enjoy our ocean, beaches, and abundance of diverse resources for recreation, exploration, and relaxation; and tourism and recreation comprise a large part of the City's economy; and

WHEREAS, oil drilling presents a clear and ever-present danger to the health and safety of residents, businesses and economies, with the threat of an oil spill potentially wreaking havoc on ecosystems, on human health, and economic activities; and

WHEREAS, fracking and related techniques, where water and chemicals are injected under high pressure to crack rock formations and free up petroleum products, are linked to water and air pollution, health concerns, and harm to marine wildlife; and

WHEREAS, in 1969, a well failure off the coast of Santa Barbara fouled coastal waters and caused catastrophic environmental damage, helping launch the modern environmental movement, and in 2015 a pipeline servicing offshore oil platforms burst and fouled the coast, damaging wildlife and coastal recreation; and

WHEREAS, on April 28, 2017, President Trump issued Executive Order 13795 titled "Implementing an America-First Offshore Energy Strategy" which could open the Pacific, Atlantic and Arctic oceans to oil and gas drilling, fracking, and other well stimulation, putting California's coastal resources at risk of more oil spills, increased greenhouse gas emissions, dependence on fossil fuels, and a delay in the movement toward greater reliance on renewable energy; and

WHEREAS, the Governor of California, the State Senate, the State Lands Commission and cities, including Los Angeles and San Francisco, have called for no new federal offshore leases in the Pacific Ocean, and several public agencies have called for limits to fracking including Marin County, Alameda County, Santa Cruz County, San Benito County, and Butte County; and

WHEREAS, the City of Oxnard's 2019 Legislative Program has made energy and environment sustainability a legislative priority, including opposing legislation that promotes or expands off shore coastal drilling compromising the environmental integrity of the ocean and coastal communities, and supporting legislation that assists with the cleanup of contaminated soil and polluted water including underground fuel tanks, surfaces water, groundwater, and coastal areas, and that requires the disclosure of chemicals used in hydraulic fracturing and well stimulation treatments; and

WHEREAS, the Oxnard City Council's Strategic Priorities include an Infrastructure and Natural Resources Strategy, one goal of which is to ensure orderly development and long-range conservation and management of our natural resources and coastal assets with the objective of protecting the ocean and waterways.

NOW, THEREFORE, the City Council of the City of Oxnard resolves that the City of Oxnard hereby supports in state and federal waters in the Pacific Ocean along the United States, 1) a ban on new offshore drilling, fracking, and related techniques; 2) a ban on new onshore development that would support offshore oil and gas development; 3) a phase-out of oil and gas extraction; and 4) a framework to develop new responsible renewable energy projects.

PASSED AND ADOPTED THIS 19th day of February, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



Ascencion, Michelle <michelle.ascencion@oxnard.org>

Resolution Protecting Our Coast From Offshore Drilling and Fracking

Jeannie Pollak

Thu, Aug 2, 2018 at 7:59 PM

To: cityclerk@oxnard.org

Dear City Clerk Michelle Ascencion,

I am writing to urge you to pass a resolution in opposition to offshore drilling and fracking. On Jan. 4, 2018 the Trump administration proposed to vastly expand offshore drilling to lease areas off every U.S. coast, including in the Pacific for the first time in 30 years. At the same time, the government has proposed to roll back offshore-drilling safety rules. And on April 28 President Trump issued an executive order attempting to revoke permanent Obama-era protections for sensitive Arctic and Atlantic waters. The federal government also recently lifted a moratorium on fracking off the Pacific coast.

Offshore drilling and fracking are dangerous, dirty practices that pollute our water and air, drench our beaches in oil, wreck our climate, and are fundamentally at odds with our coastal economy and way of life. They have no place in our ocean. That's why I'm asking you and the city council to take a stand and proactively address this problem with a resolution.

Faced with an administration that's promised oil companies unrestricted access to oil and gas reserves under America's oceans, it's up to local communities to guard our coastline against dangerous offshore drilling and the worst impacts of climate change.

Therefore I urge you to introduce and pass a resolution calling for 1) a ban on new offshore oil and gas drilling, fracking and other well stimulation in federal and state waters off the Pacific coast, and 2) no new federal oil and gas leasing in all U.S. waters, including the Pacific.

Sincerely,
Ms. Jeannie Pollak



January 8, 2019

Oxnard City Councilmembers
300 West 3rd Street
Oxnard, CA 93030

Re: Support for a City of Oxnard Resolution Opposing to Offshore Oil Drilling

Dear Oxnard City Councilmembers:

On behalf of the Environmental Defense Center (“EDC”), I write to you in support of a City of Oxnard resolution declaring the Council’s opposition to offshore oil drilling. EDC is a non-profit organization that protects and enhances the environment through education, advocacy, and legal action. Since 1977 we have represented local, state, and national groups concerned about the impacts caused by offshore oil and gas development. We primarily work within Santa Barbara, Ventura, and San Luis Obispo Counties – areas that have already absorbed more than our share of offshore oil development and borne the ill effects that result from such development, including the infamous 1969 Santa Barbara Oil Spill and the recent 2015 Refugio Oil Spill.

City of Oxnard’s coastline boasts a strong coastal economy including recreation, commercial fishing, and tourism, and is near the Channel Islands National Park and Marine Sanctuary. The Santa Barbara Channel is one of the rarest bio-regions in the world, due to its location in the confluence of two major ocean currents which result in the highest biodiversity in the mainland United States. EDC supports your efforts to protect these coastal resources.

Many cities and counties throughout California have voiced their opposition to offshore oil and gas development and have passed resolutions to support: 1) a ban on new offshore drilling, fracking, and related techniques; 2) a ban on new onshore development that would support offshore oil and gas development; 3) a phase-out of oil and gas extraction; and 4) a framework to develop new responsible renewable energy projects. EDC applauds these efforts and supports the Oxnard City Council in supporting a similar resolution.

Thank you for your efforts to protect the precious marine and coastal resources of the City of Oxnard and the surrounding areas.

Sincerely,

Linda Krop, Chief Counsel



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Council Business

AGENDA ITEM NO.: 2

DATE: February 19, 2019

TO: City Council

FROM: Stephen Fischer
City Attorney

SUBJECT: Letter Opposing Gun Shows at Ventura County Fairgrounds. (5/10/10)

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

RECOMMENDATION:

That City Council approve and authorize the Mayor to sign a letter requesting the Ventura County Fairgrounds Board of Directors cease contracting for new gun shows at the Fairgrounds and pursue any legal or legislative remedies as may be necessary for this cessation; and transmit such letter and communicate the Council position to the Board of Director and State and regional officials.

BACKGROUND

At the City Council meeting held on January 8, 2019, Mayor Pro Tem Ramirez requested, and a majority of the Council concurred, that an item be considered on a future Council agenda regarding gun shows at the Ventura County Fairgrounds. The specific consideration was whether to send a letter to the Ventura County Fairgrounds Board of Directors requesting that Board to cease contracting for additional gun shows at the Fairgrounds. Mayor Pro Tem's request was prompted in part by recent discussions resulting in similar action being taken by the Ventura County Board of Supervisors.

Attached to this agenda report are (1) a May 27, 2018 San Diego Union Tribune article describing the issues and history surrounding gun shows at publicly-owned properties in California, (2) a January 22, 2019 San Diego Union Tribune article reporting on a recently filed lawsuit challenging the cessation of gun shows at the Del Mar Fairgrounds, and (3) a draft letter to the Ventura County Fairgrounds Board of Directors President based on materials received from the County of Ventura.

Letter Opposing Gun Shows at Ventura County Fairground (5/10/10)

February 19, 2019

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STRATEGIC PRIORITIES

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

Goal 1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.

FINANCIAL IMPACT

None.

Prepared by Stephen Fischer, City Attorney

ATTACHMENTS:

Union-Tribune re Gun Show Controversy History.052718

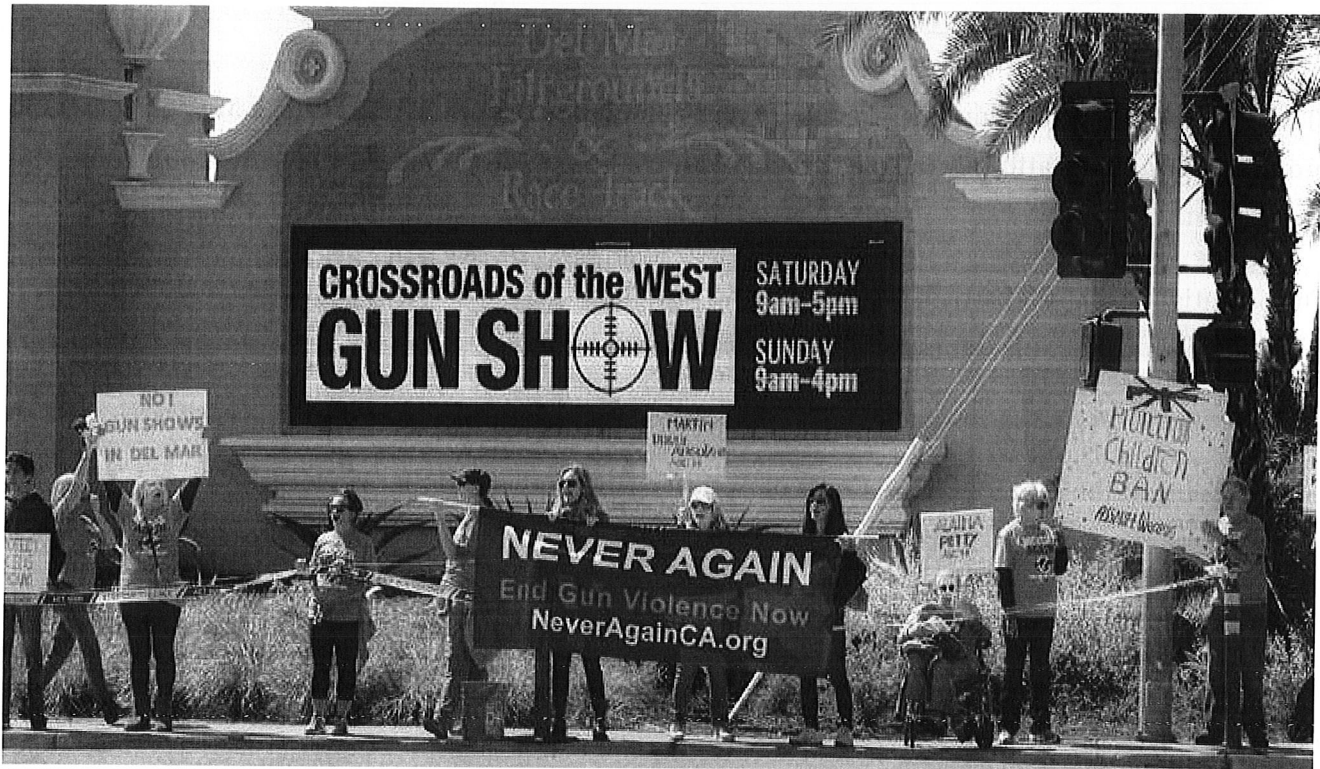
Union-Tribune re Gun Show Lawsuit.012219

Letter to Ventura County Fairgrounds Board Opposing New Gun Shows.021919

CORRESPONDENCE- Gun Shows 2.5.19

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Push to ban gun shows has long, tangled history in California



About 100 supporters of NeverAgainCa protested outside the Del Mar Fairgrounds against the Crossroads of the West Gun Show in March. (Howard Lipin/U-T)



By Kristina Davis

MAY 27, 2018, 5:00 AM

When a Bay Area county decided to pass a law that effectively banned gun shows from its fairgrounds, it sparked one of the nation's longest running legal battles over the right to bear arms.

In the end, the county conceded and the gun shows were allowed to resume under stricter rules, leaving some of the central constitutional questions around the issue unsettled.

Once again, gun shows at publicly-owned convention centers and fairgrounds are being targeted for expulsion around the state. And the legal roadmap is no less clear.

History around such efforts shows a mix of outcomes, marked at times by a lack of political support for such bans and protracted litigation ending in shrugs. And renewed pushes for gun show bans — from Del Mar to the Bay Area — would seem to face similar uncertainty.

“They are stepping into a lion’s den here of potential litigation over this,” said Chuck Michel, a prominent gun rights attorney in Long Beach and president of the California Rifle and Pistol Association.

The potential for a court battle is weighing heavily on the Del Mar Fairground’s board of directors, who will be officially considering the issue in September.

They are aware of the drawn-out Alameda County case that bounced around the courts for 12 years before ending at the U.S. 9th Circuit Court of Appeal cost millions of dollars in legal fees.

“We can’t afford to have that kind of fight on our hands,” said Stephen Shewmaker, president of the fairground’s board of directors.

Culture clash

Just about every weekend of the year, a gun show can be found in a fairground or convention center somewhere in California.

Last weekend it was here, one of five annual events run by Crossroads of the West Gun Show at the Del Mar Fairgrounds. It’s come for the past 28 years.

Next weekend it will be in Costa Mesa at the OC Fair and Event Center, and the weekend after that at Daly City’s Cow Palace fairgrounds.

The shows draw thousands of gun enthusiasts and their families who plop down money for parking and entrance fees. Shoppers roam booths selling firearms, of course, but also ammunition, holsters and scopes next to used books, jewelry, leather goods and posters. You can find tips on American flag etiquette and gun safety classes and Second Amendment causes.

In many ways, California gun shows are markedly different than others across the country. Most notably, no one heading home with a new gun in hand.

California law requires gun show sales to follow the same rules as gun shops: firearms transactions can only be made through federal licensed dealers, background checks are a must, and a 10-day waiting period to take possession of a newly purchased gun remains in place.

Gun shows have always drawn their detractors, but scrutiny intensified with Columbine — especially after it was discovered that two of the weapons used in the Colorado massacre were purchased by a friend of the shooters' from unlicensed sellers at a gun show in 1998.

The scrutiny — and frequency and deadliness of such indiscriminate mass shootings — has only increased since.

"This issue is a classic clash of cultures," said Donald Kilmer, who represented the gun show operators in the Alameda County case.

Promotion of the gun culture is what worries many gun control advocates the most, making gun shows a prime target.

"We are not opposed to gun shows, per se," said Carol Landale, president of the San Diego chapter of the Brady Campaign to Prevent Gun Violence, applauding California's stringent rules.

But Landale, who walked the aisles of Del Mar's gun show last weekend, said she was troubled by the children being exposed to a culture that revolves around violent weapons, as well as immediate safety concerns with the display of guns and knives and what she said seemed to be a lack of oversight.

"If we stop glorifying guns, it's one step in the right direction toward reducing gun violence," she said. "Obviously it's not the only step. It's complicated, so many things need to be done. But it's just one small effort that can help."

Despite California's strict rules governing gun shows, critics worry that the gatherings connect buyers and sellers who make unlawful, off-the-books gun transactions.

"We have to shut this down, our society is being ripped apart by this," said Rose Ann Sharp said of the nation's gun violence. The Del Mar resident, along with her husband, has spearheaded the most recent gun show ban effort. "It's the most natural place to start."

Gun rights advocates bristle at the characterization that they say demonizes gun owners.

"There are people frustrated with criminals and criminal activity who have made the headlines, and I totally understand that," said Michael Schwartz, CEO of San Diego County Gun Owners, a pro-gun political action committee that has waded into the Del Mar debate. "But they are taking it out on law-abiding people, and shutting down a gun show is not going to save a life and not going to prevent crime. All you do is send the message to a group of people exercising their rights telling them 'You are undesirable.'"

Michel, the attorney who specializes in Second Amendment law, noted many events are held on public property that don't match his values or viewpoints. "So what?" he said.

"This is classic viewpoint discrimination," Michel said. "Thousands and thousands of gun owners are law-abiding. Good citizen gun owners go to shows for entertainment, education, good deals."

A call for change

It's this polarized landscape that the state's 22nd District Agricultural Association, which oversees the Del Mar Fairgrounds, must navigate.

Calls for a gun show ban have grown increasingly louder over the past few years, and board meetings have recently drawn crowds from both sides who argue their points during spirited public comment periods.

The issue of a gun show ban is now set for official consideration on the September agenda, and a separate meeting eliciting public comment will likely be held to accommodate the oversized, impassioned crowd expected to attend.

Another, more immediate wrinkle has also surfaced. At a meeting last week, it was brought to the board's attention that the family who owns the Crossroads show has a felonious background of gun convictions.

Patriarch Bob Templeton, 79, who founded the show, was indicted in 1980 on charges of unlawful sales of firearms, making a false statement and aiding and abetting, according to a 1994 story in the Deseret News. The case involved the shipment of firearms to Mormons in South Africa.

Templeton pleaded guilty to one count of unlawfully selling a .38 caliber revolver out of state, was sentenced to probation and successfully petitioned to have his gun possession rights restored despite the felony conviction.

One of Templeton's sons, Jeff, 51, has more recent convictions involving possession of firearms by a drug addict.

He is no longer involved with the show, the elder Templeton said. To avoid conflicts with licensing, Templeton's daughter has been handed the responsibilities of running the show and signs the contracts, he said.

The fairground's chief executive has asked the state's Bureau of Firearms to investigate if the licensing rules had been followed. The board hopes to have an answer by the time the show swings through Del Mar again in July.

In Orange County on Thursday, uncertainty over the Templeton situation prompted the fairground board members to hold off on deciding whether to approve future contracts with Crossroads of the West until state investigators clear the licensing question. A broader debate about gun shows is also beginning to simmer there, and elsewhere.

In Santa Clara County, the county's board of supervisors this month approved an ordinance that would ban possession or sale of guns on county owned or leased property.

In the Bay Area, state legislators have drafted a bill that would ban the sale of gun and ammunition at the Cow Palace, a state-owned venue in Daly City.

"Our country is awash in guns, and schoolchildren are dying," Sen. Scott Wiener, D-San Francisco, said in his announcement Monday. "We need fewer guns, and we need to stop the proliferation of guns whose only purpose is to kill as many people as possible as quickly as possible. We should not have gun shows in the heart of the Bay Area. The Cow Palace gun shows should have ended a long time ago. Better late than never."

Complicated history

Such efforts have resulted in a tangled history of rulings and settlements.

In the late 1990s, Santa Clara County tried to ban gun shows on county land, but the federal 9th Circuit court in 1997 said the shows can remain under First Amendment protections for commercial speech — a past that makes the new ban all the more interesting.

In 1999, Los Angeles County enacted an ordinance that barred gun and ammo sales on county property. Two lawsuits followed by the operators of the largest gun show in the nation, the Great Western Gun Show, held for years at the county fairgrounds.

The cases won in California Supreme Court with a 2002 ruling that said city and county governments have a right to ban gun shows on their property. But the ruling only clarified how to apply state law and could not address the federal questions being litigated in the matter at the same time elsewhere.

In 2003, L.A.'s four-year legal battle ended with a settlement, with the county agreeing to pay the show \$1.6 million while the ordinance remained intact.

Then there was the marathon litigation in the case filed against Alameda County by the Nordykes, gun show operators who were behind an earlier Santa Clara lawsuit.

A federal district court upheld Alameda County's 2009 law banning guns on its property, ruling that governments had the right to restrict firearms in "sensitive" places. But that was far from the end. The case pinballed repeatedly to the 9th Circuit for various considerations.

During a rehearing in 2012, the county did an about-face and told the 9th Circuit panel that gun shows would be permitted as long as the weapons were secured somehow, such as being tethered to tables.

The court found this to be an adequate solution and issued an opinion that said local government was allowed to add its own restrictions on gun shows as long as the rules weren't too onerous or infringing on civil rights.

The larger constitutional issues in the case, then, went undecided.

Attempts to ban gun shows at the Cow Palace have failed politically. The state Legislature approved two such bills in recent years but they were vetoed by Govs. Arnold Schwarzenegger and Jerry Brown.

A bill in 2004 fell short of required votes to get it past the Assembly.

Gun show bans have survived in other places, including San Mateo County and San Francisco — both Democratic-leaning communities.

The city of Glendale banned gun shows in 2013, and the small gun show that operated there found another venue rather than sue.

Yet another lawsuit resolved earlier this month appears to buoy local ability to restrict gun sellers, although it's a gun store case, not a gun show case.

The lawsuit was brought by three men stopped from opening a gun shop by an Alameda County law that prohibits new gun stores from being located within 500 feet of schools, bars, residential districts and other specific areas.

The 9th Circuit ruled 9-2 last year in the county's favor, saying the Second Amendment applies mostly to the right of gun owners, not gun sellers, and noted that the county's restrictions did not prevent the people from buying guns in the area.

On May 14, the U.S. Supreme Court declined to take up the case, leaving the 9th Circuit's ruling intact. It is another example of the nation's high court refusing to wade into the gun debate in the past several years.

While the gun show issue won't be heard in Del Mar until September, the board is doing its homework. That includes a request to the state Department of Justice to complete a legal analysis on the viability of a ban.

There's also the potential for some kind of compromise.

Shewmaker, the board's president, said board members in April asked gun show president Templeton to consider placing an 18-and-up age restriction on the gun show, as well as prohibit kits that provide the parts to build unregistered AR-15-style rifles, sometimes called "ghost guns."

Templeton's daughter, Tracy Olcott, told the San Diego Union-Tribune last week that barring children would do more harm than good because the shows provide positive exposure and education on how to safely be around guns with a supervised adult.

The San Diego County Gun Owners group is preparing for what they'd consider a worst-case scenario, doing some advance scouting for Plan B locations for future gun shows should they be banned at the

fairgrounds. Options are limited: the venue must be at least 80,000 square feet and offer 1,500 to 2,000 parking spaces.

Venues both private and public in the East County, Escondido and Indian reservations are all being looked at, said Schwartz.

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Gun show operators file lawsuit against board that oversees state-owned Del Mar Fairgrounds



Gun show supporter Rusty Shriver talks with opponent Rose Ann Sharp during a Del Mar Fairgrounds board meeting on April 24 (Union-Tribune file photo by K.C. Alfred)



By **Phil Diehl**

JANUARY 22, 2019, 6:50 PM

The family-owned company that operates the Crossroads of the West gun show filed a federal lawsuit Tuesday against the Del Mar Fairgrounds, challenging its suspension of the weekend event that has been held there for more than 30 years.

The 22nd District Agricultural Association board of directors, which oversees activities at the state-owned fairgrounds, voted to stop the shows after December until staff members develop a policy that could ban the sale and possession of firearms on the property.

Any decision in the case is likely to take years and have far-reaching effects.

Gun-show owners Russell and Ann Sallie Nordyke filed suit against Alameda County after it banned weapons from the public fairgrounds there in 1999. That case went on for more than 12 years and cost millions of dollars in legal fees before a settlement reached through mediation allowed guns if they were secured to exhibit tables with wire cables.

Crossroads holds its shows at more than a dozen large locations in four western states, all on public or city-owned property. It stages the two-day gun show at the Del Mar fairgrounds five times annually.

The Crossroads lawsuit filed in U.S. District Court in San Diego alleges that the moratorium violates the plaintiffs' First and Second Amendment rights, their civil rights, the right to commercial speech, and the right to assembly.

"Regardless of how you feel about guns, we operate within compliance of the law," said Tracy Olcott, president and general manager of B&L Productions, the owner of Crossroads of the West.

"We are heavily regulated, and gun shows in particular are more heavily regulated than brick-and-mortar stores," Olcott said Tuesday.

Fairgrounds General Manager Tim Fennell and board President Steve Shewmaker were unavailable for comment Tuesday.

One of the leading opponents of the show is Del Mar resident Rose Ann Sharp.

Sharp founded the local nonprofit NeverAgainCA as part of the national Never Again movement to stop gun violence after the Parkland, Fla., shootings that killed 17 high school students and staff members last year on Valentine's Day.

Sharp said Tuesday the lawsuit is premature because the fair board is still working on a study that will determine whether, and in what form, the gun shows might continue.

"The board did not, as Crossroads alleges, ban gun shows," Sharp said. "It directed fairgrounds management not to consider any contracts with producers of gun shows beyond Dec. 31 until .. the district has put into place a more thorough policy regarding the conduct of gun shows."

Sharp and others say events such as gun shows promote a culture of unnecessary weapons, resulting in a country with more firearms than residents and where violence is common. Supporters of the shows say they offer a place for like-minded people to gather safely, exchange ideas and learn more about their shared hobbies.

Members of NeverAgainCA demonstrated repeatedly outside the Del Mar gun shows last year and attended fair board meetings to call for an end to the shows.

Crossroads sent a "cease-and-desist" letter in October to NeverAgainCA ordering the nonprofit to stop making "defamatory" statements about the firearms festival and its owners.

In response, ACLU Legal Director David Loy sent a reply calling the Crossroads letter "a baseless attempt to intimidate Never Again from exercising rights protected by the First Amendment" and threatening to file a response under the state's anti-SLAPP (Strategic Lawsuit Against Public Participation) statute.

"The lawsuit Ignores ... that there is no harm to individual rights to buy guns because of the ready availability of gun stores, including at the numerous gun shows throughout the state on private property," Sharp said in an email.

NeverAgainCA members are helping local efforts to stop Crossroads shows in Orange County, Ventura, and San Francisco, but so far no other city or fair board has cancelled the shows.

Among the issues raised by NeverAgainCa were the past felony firearms convictions of gun show owner Bob Templeton and his son, Jeff Templeton, that would prevent them from operating the shows. However, Bob Templeton passed control of the show to his daughter, Olcott, and his son has not been involved with it for years.

The fair board sent a letter to the state Justice Department last year requesting an investigation of Crossroads. State officials have declined to confirm any investigation, and Olcott said recently they never contacted her about it.

Thousands of firearms enthusiasts attend each Del Mar gun show. Members of the San Diego County Gun Owners, a political action committee, have lobbied hard for the fairgrounds to continue the show.

The shows are a significant source of income for gun and ammunition dealers, and some of them are included as plaintiffs in the Crossroads lawsuit.

Plaintiffs include Barry Bardack, an El Cajon resident who says he buys bulk ammunition at the show for target shooting; Ronald J. Diaz, Sr., an Alpine resident who says he buys reloading supplies at the shows; Alpine resident and competitive shooter John Dupree; Carlsbad resident Christopher Paul Irick, who says he shops for bargains on firearms and accessories at the show; and Lawrence Michael Walsh, owner of Wholesale Ammunition, who has no physical store but who says he sells ammo to law enforcement officers and their agencies at gun shows across the state.

Other plaintiffs include the California Rifle & Pistol Association, South Bay Rod and Gun Club, and the Second Amendment Foundation.

Olcott said she hopes to find another venue in the San Diego area to continue the shows, but so far she's been unable to find anything that has the space that's available at the fairgrounds.

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This 'attr(data-c-typename)' is related to: Del Mar, Alpine

Date *****

Ventura County Fairgrounds Board
ATTN: President Leslie Cornejo
10 W. Harbor Blvd.
Ventura, CA 93001

Oxnard City Council Request that the Fairgrounds Board Cease Contracting for New Gun Shows at the Ventura County Fairgrounds and Pursue Any Legal or Legislative Remedies Necessary for this Cessation

Dear President Cornejo:

I am writing today on behalf of the City Council of the City of Oxnard, who on February 19, 2019, took action to support a recommendation requesting the Ventura County Fairgrounds Board of Directors cease contracting for new gun shows at the Fairgrounds. Additionally, we are supportive of both legal and legislative efforts the Fairgrounds Board may pursue needed to implement this cessation.

Unfortunately, the United States has seen more gun violence per person than virtually every other modern industrialized country in the world. The tragic shooting in Thousand Oaks on November 7, 2018, that resulted in the deaths of 12 innocent people occurred just weeks before your Board voted to contract for two new gun shows in 2019. The Oxnard City Council is supportive of your efforts to pursue other types of revenue-enhancing events at the Fairgrounds.

We, as the elected representatives of the City of Oxnard, respectfully request your Board cease contracting for additional gun shows at the Ventura County Fairgrounds and pursue any necessary legal or legislative remedies to accomplish such action.

Should you have any questions, please feel free to contact me at (805) 385-7435 or tim.flynn@oxnard.org.

Sincerely,
Tim Flynn, Mayor
City of Oxnard

c: Governor Gavin Newsom
Ventura County State Delegation



Gun Violence

Steven Nash

Tue, Feb 5, 2019 at 5:02 AM

To: "tim.flynn@oxnard.org" <tim.flynn@oxnard.org>, "carmen.ramirez@oxnard.org" <carmen.ramirez@oxnard.org>, "bert.perello@oxnard.org" <bert.perello@oxnard.org>, "oscar.madrigal@oxnard.org" <oscar.madrigal@oxnard.org>, "gabriela.basua@oxnard.org" <gabriela.basua@oxnard.org>, Bryan MacDonald <bryan.macdonald@oxnard.org>, "vianeyforoxnard@gmail.com" <vianeyforoxnard@gmail.com>, Michelle Ascencion <michelle.ascencion@oxnard.org>

attn: City Clerk, please include this written correspondence in the 2-19-19 city council agenda packet. Thank you.

At the Forum on Gun Violence at Westlake High School we heard impassioned truth and justified rage from Susan Schmidt-Orfanos, mother of Telemachus, of one of the Borderline victims. I want to carry her anger forward because the time has come to say bullshit to the gun culture that has been foisted on us by amoral arms manufacturers, their public relations arm also known as the NRA, and the bought and paid for politicians whose only goal is the attainment and retention of power, influence and corporate bribes.

For too long we have been hoodwinked into believing in the sacred inviolability of the Second Amendment. Truth is, the Constitution has 27 amendments and those amendments have been interpreted by the Supreme Court many, many times. The Constitution and its amendments are exactly what we say they are at any given time by way of the Supreme Court's most recent decisions. As the Court changes membership, the interpretation of our Constitution and its amendments changes and this is as it should be.

Susan Orfanos lost one son and her life is forever sundered. Yet this happens to 40,000 families every year in the United States of America. Take a minute and read the biographies of the Borderline shooting victims. These people were among the finest in our community, cut down by an insane individual who was able to obtain the instrument of their death by a permissive and out of control gun culture. If you excuse this as the cost of preserving your Second Amendment right then you are complicit in this carnage.

There is simply no middle ground, especially if you are a politician. It is way beyond time for our politicians, at every level, to speak out against the insanity and demand that we will sacrifice no more innocent people to the gun.

A politician's primary goal should be to ensure that every American has been afforded their "unalienable rights". The Declaration of Independence states "We hold these truths to be self-evident, that all men are created equal, that they are endowed by their Creator with certain

unalienable Rights, that among these are Life, Liberty and the pursuit of Happiness". I would argue that the Declaration of Independence has primacy to the Second Amendment which, after all, was included, among other reasons, to placate the southern slave states and their plantation owners who wanted to keep their militias to track down, capture and kill, at their whim, escaped slaves.

Defenders of the Second Amendment claim it is needed to fight tyranny. I say to you the only tyrant I see is the one holding the gun and hiding behind the flag.

Do the right thing. Please support Mayor Pro Tem Ramirez letter to the County Fairgrounds asking for a gun show moratorium and support California Sen. Hannah-Beth Jackson's Senate Bill-55 and Assemblywoman Jacqui Irwin's Assembly Bill-12.

Thank you,
Steve Nash

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 1

DATE: February 19, 2019

TO: City Council

FROM: Michelle Ascencion
City Clerk

SUBJECT: Approval of Minutes.

CONTACT: Michelle Ascencion, City Clerk
Michelle.Ascencion@oxnard.org, (805) 385-7805

RECOMMENDATION:

That the City Council approve the minutes of the February 5, 2019 Regular Meeting as presented.

STRATEGIC PRIORITIES:

This agenda item is a routine operational item that does not directly relate to the four strategic plans adopted by City Council on May 17, 2016. This agenda items does provide transparency of Council meetings to the public.

FINANCIAL IMPACT:

There is no financial impact.

Prepared by Michelle Ascencion, City Clerk

ATTACHMENTS:

Minutes 02.05.2019 CC regular meeting

MINUTES
 OXNARD CITY COUNCIL
 Regular Meeting
 February 5, 2019

A. ROLL CALL/POSTING OF AGENDA

At 4:35 p.m., Mayor Flynn called to order the regular meeting of the Oxnard City Council in the City Hall Council Chambers, 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Gabriela Basua, Vianey Lopez, Bryan A. MacDonald, Bert Perello, Mayor Pro Tem Carmen Ramirez, and Mayor Tim Flynn were present; Councilmember Oscar Madrigal was absent (arrived at 4:37 p.m.).

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

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

C. CLOSED SESSION

Mayor Flynn read the following closed session statement:

“The City Council will recess to a closed session, pursuant to Government Code section 54957.6, to review the status of labor negotiations and to review its available funds and funding priorities for the purpose of providing instructions to the City’s negotiators regarding the organizations specified in Item C.1 of the meeting agenda. The City Council will also recess to a closed session, pursuant to Government Code section 54957, evaluation of public employee, City Attorney.”

At 4:36 p.m., the City Council recessed to a closed session. At 6:03 p.m. the City Council reconvened in open session in the Council Chambers. The City Attorney announced that there were no reportable actions out of closed session.

D. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

Additional staff members present at this time were Elizabeth Rubalcava, Assistant City Clerk; Kathleen Mallory, Planning and Environmental Services Manager; Jeffrey Lambert, Development Services Director; Terrel Harrison, Interim Cultural and Community Services Director; Jeri Cooper, Special Districts Project Manager; Erik Garwick, Parks Manager; Rosemarie Gaglione, Public Works Director; Hoon Han, City Engineer; Thien Ng, Assistant Public Works Director; and Phillip Molina, City Treasurer.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Proclamation Designating the Month of February 2019 as “Black History Month.”

Mayor Flynn read the proclamation and presented it to Dr. Irene Pinkard and representatives from Alpha Kappa Alpha Sorority, Delta Sigma Theta Sorority, Alpha Phi Alpha Fraternity, Omega Psi Phi Fraternity, and Kappa Alpha Psi Fraternity, who made some remarks.

2. SUBJECT: Presentation of a Commendation to VIDA Newspaper on the Occasion of Their 35th Anniversary.

Mayor Flynn read the commendation and presented it to Manuel Munoz, publisher of VIDA Newspaper, who made some remarks. The Inlakech Youth Mariachi Group played two songs of celebration.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Mayor Flynn announced that item L-4 is pulled from the agenda.

Public comments were received from Ray Blattel (truck damage on roads), Steve Huber (St. John's Regional Medical Center community grant awards), Javier Gomez and Jazmin (thanked Council for its support for the arts, presented Council with calendars of the Inlakech Mariachi group), Monica (the proposed hospitality tax and increased tourism), Gabriela Garcia (overcrowding at local high schools and the proposed new high school), Amanda Fagan (ongoing military exercises at Naval Base Ventura County), James Hensley (congratulated VIDA Newspaper on its 35th anniversary), Pete Plascencia (congratulated VIDA Newspaper), Sharman Kanter (homelessness and vagrancy), Norman [saved comments for later], Ron Beamon (upcoming Native American Peoples Intertribal Powwow event), Debbie Mitchell (the proposed One-Harbor concept and Harbor Patrol funding), Carol Taylor (the proposed One-Harbor concept), Gabriel Del Villar (rent increases and poor building conditions in the area of Charles Street), Carolina Magana (housing conditions, parking problems, and trash cleanup in the Southwinds neighborhood; flyers for upcoming Southwinds Neighborhood Council meeting), Pat Brown (truck traffic on Oxnard Boulevard), and Timothy Gingrass (maintenance problems and damage in Rio Lindo Park).

G. PUBLIC HEARINGS

Economic Development Department

1. SUBJECT: Public Meeting to Establish the Oxnard Tourism Marketing District.
RECOMMENDATION: That City Council conduct the first Public Meeting to allow the public to provide comments on the formation of the Oxnard Tourism Marketing District (OTMD).

The City Clerk announced the legal noticing procedures for the hearing and stated that no written communications had been received.

The Assistant City Manager gave a report.

Mayor Flynn opened the public testimony portion of the public hearing. Public comments were received from Sharman Kanter, Rene Aiu, Norman, James Hensley, Pat Brown, and Patricia Younis.

Without objection, the Council approved closing the public testimony portion of the public hearing. Discussion ensued among the Council and staff. No Council action was required.

Development Services Department

2. SUBJECT: Planning and Zoning Permit No. 18-630-01 (Specific Plan Amendment) - Request for a Text Amendment to the RiverPark Specific Plan Sign Standards to Allow the Future Construction of Two Monument Signs in Planning Districts B and C. Filed by Ann Walsh of Shea Properties, 2751 Park View Court, Suite 261 Oxnard, CA 93036.
RECOMMENDATION: That the City Council approve the first reading by title only and waive further reading of an ordinance amending the RiverPark Specific Plan as a result of PZ No. 18-630-01 (Specific Plan Amendment).

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

The Planning and Environmental Services Manager gave a report, followed by a report from applicant Ms. Walsh.

Mayor Flynn opened the public testimony portion of the public hearing. No public comments were received. Without objection, the Council approved closing the public testimony portion of the public hearing. Discussion ensued among the Council and staff.

It was moved by Councilman MacDonald, seconded by Councilmember Lopez, to approve the recommended action as presented. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 7-0.

H. REPORT OF CITY MANAGER

The City Manager wished everyone a happy Vietnamese New Year. The City Clerk announced the availability of Citizen Advisory Group applications. The City Manager announced the recent appointment of the Deputy City Manager, who made some remarks. The Assistant City Manager introduced the new Development Services Director, who made some remarks. The Interim Cultural and Community Services Director gave a brief report on the availability of the College Park soccer fields.

City Manager Department

1. SUBJECT: List of City Manager Approved Contracts - Informational Only.
RECOMMENDATION: That City Council receive and file the list of City Manager approved contracts for the period July 9, 2018 through December 31, 2018.

The City Manager gave a report. No public comments were received. No Council action was required.

I. CITY COUNCIL REPORTS

Councilmember Lopez reported on attending the recent Martin Luther King Jr. March, the Channel Islands Harbor Community meeting, and the New Councilmembers Academy.

Councilmember Perello commended the City Manager for posting the list of approved contract, and spoke of upcoming budget challenges.

Councilman MacDonald announced an upcoming Gold Coast Transit Board meeting and commented on the recent LOSSAN meeting.

Mayor Pro Tem Ramirez commented on the Lunar New Year, budget challenges, and recent and upcoming SCAG meetings and activities. She acknowledged the Housing Department for opening the winter homeless shelter, welcomed the new Assistant City Clerk, and commented on the recent passing of Barbara Elizabeth Flitt.

Councilwoman Basua reported on attending the New Councilmembers Academy and a recent meeting of the Harbor and Beach Community Alliance, and welcomed new city staff.

Councilmember Madrigal acknowledged city staff working in rain, and commented on youth sports, the Parks Master Plan meetings, Rose Park neighborhood council meeting, his family members' recent birthdays, upcoming meetings of the Cal Gisler and Rio Lindo neighborhood councils, and high school sports.

Mayor Flynn commented on the new city council/committee meeting format, and announced that an upcoming Finance and Governance Committee meeting will feature a presentation from the city's financial consultants on pension issues.

J. REVIEW OF INFORMATION/CONSENT AGENDA

Items L-5 and L-7 were discussed among the Council and staff.

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Debbie Mitchell, Bill Clark, Abel Magana, Carol Taylor, and Pat Younis.

L. INFORMATION/CONSENT AGENDA

City Attorney Department

1. SUBJECT: Taxicab Ordinance Adoption.
RECOMMENDATION: That City Council adopt **Ordinance No. 2954** amending Article XI to Chapter 11 of the City Code establishing taxicab licensing and operating regulations.

City Clerk Department

2. SUBJECT: Approval of Minutes.
RECOMMENDATION: That the City Council approve the minutes of the January 8, 2019 and January 15, 2019 Regular Meetings as presented.

Cultural and Community Services Department

3. SUBJECT: Library Code of Conduct Ordinance Adoption
RECOMMENDATION: That City Council adopt **Ordinance No. 2955** amending Article XV to Chapter 7 of the Oxnard City Code relating to public library rules of conduct.

Public Works Department

4. SUBJECT: Award Household Hazardous Waste Removal Agreement to Stericycle Environmental Solutions, Inc.
(This item was removed from the agenda.)
5. SUBJECT: Approval of a Budget Appropriation for Landscape Maintenance District Tree Maintenance.
RECOMMENDATION: That City Council approve:
 1. A budget appropriation in the amount of \$13,480 from fund balance of Landscape Maintenance District 33 El Paseo "LMD 33" for the maintenance of trees within the district; and
 2. A budget appropriation in the amount of \$32,950 from fund balance of Landscape Maintenance District 34 Sunrise Pointe/Sunset Cove "LMD 34" for the maintenance of trees within the district.
6. SUBJECT: Award Third Amendment to Agreement 6552-14-PW with the Groundskeeper, Inc. for Landscape Maintenance.
RECOMMENDATION: That City Council approve and authorize the Mayor to execute a Third Amendment to the agreement with The Groundskeeper, Inc. (Agreement No. 6552-14-PW) to increase the agreement total by \$50,000 for a total contract value of \$397,295, and to extend the term for nine months through September 30, 2019.
7. SUBJECT: Approval of a Budget Appropriation for Mandalay Bay Seawall Repair.
RECOMMENDATION: That City Council approve a budget appropriation in the amount of \$163,431 from the fund balance of the Waterways Assessment District (Fund 121) to establish a budget for engineering services for seawall repair.
8. SUBJECT: Award Contract A-8115 for Roll Up Door Maintenance/Repairs to County Overhead Door.
RECOMMENDATION: That City Council Award and authorize the Mayor to execute Agreement A-8115 in the amount of \$725,000 for the Roll Up Door Maintenance and On-Call Repair Services Project PW 19-07 with Ventura County Overhead Door.
9. SUBJECT: Approval of Agreement 8445-18-PW with J.T.Z., Inc. for Recycled Glass Hauling.
RECOMMENDATION: That City Council approve and authorize the Mayor to execute Agreement 8445-18-PW with J.T.Z., Inc. for a three (3) year term in an amount not to exceed \$460,000 for hauling of recycled glass materials from the Del Norte Recycling and Transfer Station (Del Norte) to Strategic Materials, Inc. in Vernon, California.
10. SUBJECT: Award Agreement A-8122 to Unlimited Engineering Contracting for Durley Park Improvement Project.
RECOMMENDATION: That City Council:
 1. Award and authorize the Mayor to execute Agreement No. A-8122 in the amount of \$433,484 with Unlimited Engineering Contracting, Inc. for the Durley Park Improvement Project PW 19-41;
 2. Approve \$43,440 for Project contingency for the Durley Park Improvement Project; and

3. Approve \$14,000 for technical engineering support, inspection, survey and project management (City staff) for the Durley Park Improvement Project.
11. SUBJECT: Approve Revised Purchase Order with Consolidated Fabricators Corporation.
RECOMMENDATION: That City Council:
 1. Approve and authorize the Mayor to execute revised Purchase Order No. 7116 with Consolidated Fabricators Corporation for an additional \$700,000 for a new not-to-exceed amount of \$875,000 for the supply and delivery of commercial waste and recycle containers;
 2. Approve the appropriation of funds in the amount of \$700,000 from Environmental Resources Operating Fund Balance to the Environmental Resources Operating Budget for Commercial Collection to provide for the purchase of the containers.
12. SUBJECT: Approve a Budget Appropriation for Transformer Repairs at Oxnard Wastewater Treatment Plant.
RECOMMENDATION: That City Council approve a budget appropriation request to fund the replacement of a transformer at the Oxnard Wastewater Treatment Plant (OWTP) in the amount of \$237,237 and other miscellaneous capital outlay items.

It was moved by Councilman MacDonald, seconded by Mayor Pro tem Ramirez, to approve the Information/Consent items as presented, with the stated amendment (removal of item L-4). VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 7-0.

M. REPORTS

Public Works Department

1. SUBJECT: Appropriation of Funds for Wastewater Treatment Plant Reliability Projects.
RECOMMENDATION: That the City Council approve an appropriation in the amount of \$2,640,532 from the Wastewater Treatment Fund 621 in the amount of \$2,515,483 and Wastewater Security Contamination Fund 628 in the amount of \$125,049 to fund Agreement A-7815 with AECOM Engineering for design of improvements to the projects of the Oxnard Wastewater Treatment Plant.

The City Engineer gave a report. No public comments were received. Discussion ensued among the Council and staff.

It was moved by Councilman MacDonald, seconded by Councilmember Madrigal, to approve the recommended action as presented. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 7-0.

2. SUBJECT: Award Contract A-8117 with GSE Construction Company for the OWTP Emergency Repairs Project.
RECOMMENDATION: That City Council:
 1. Award and authorize the Mayor to execute Agreement A-8117 in the amount of \$4,842,300 with GSE Construction Company, Inc., for the Oxnard Wastewater Treatment Plant Emergency Repairs Project PW 18-04;
 2. Approve \$726,345 for project contingency for the Oxnard Wastewater Treatment

Plant Emergency Repairs Project;

3. Approve \$484,230 for project management, inspection, and construction management for the Oxnard Wastewater Treatment Plant Emergency Repairs Project; and

4. Approve an appropriation of \$6,052,875 to new Capital Improvement Project “Oxnard Wastewater Treatment Plant Emergency Repairs” (Project No. 196602) and an Operating Transfer from Wastewater Collection Operating Fund 611 to Wastewater Treatment Operating Fund 621 in the amount of \$6,000,000.

The Assistant Public Works Director gave a report. Public comments were received from Anthony Mireles and Armando Delgado. Discussion ensued among the Council and staff.

It was moved by Councilmember Madrigal, seconded by Councilmember Perello, to approve the recommended action as presented. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 7-0.

3. SUBJECT: Approve Second Amendment to Add Time to the Wastewater Transportation and Treatment Agreement with Channel Islands Beach Community Services District.

RECOMMENDATION: That City Council approve and authorize the Mayor to execute a Second Amendment, for a time extension to December 31, 2020, to an Agreement with Channel Islands Beach Community Services to provide transportation and treatment of wastewater (Agreement No. A-7864).

The Assistant Public Works Director gave a report. No public comments were received. Discussion ensued among the Council and staff.

It was moved by Councilman MacDonald, seconded by Councilmember Madrigal, to approve the recommended action as presented. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 7-0.

City Treasurer Department

4. SUBJECT: Urgency Waiver Resolution.

RECOMMENDATION: That the City Council adopt a resolution authorizing the City Manager to allow customers to make late payments on debts owed to the City without penalty in certain urgent circumstances.

The City Treasurer gave a report. Public comments were received from Steve Huber. Discussion ensued among the Council and staff. Without objection, the Council approved tabling the item to conduct further research.

5. SUBJECT: Second Quarter Investment Report for Fiscal Year 18/19.

RECOMMENDATION: The City Council receive and file the report.

The City Treasurer gave a report. No public comments were received. Discussion ensued among the Council and staff. No Council action was required.

N. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 9:54 p.m.

MICHELLE ASCENCION, CMC
City Clerk

TIM FLYNN
Mayor

DRAFT

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent
AGENDA ITEM NO.: 2

DATE: February 19, 2019

TO: City Council

FROM: Jeffrey Lambert
Development Services Director

SUBJECT: Adoption of Ordinance No. 2956 Pertaining to the RiverPark Specific Plan Amendment.

CONTACT: Jeffrey Lambert, Development Services Director
Jeffrey.Lambert@oxnard.org, (805) 385-7882

RECOMMENDATION:

That the City Council adopt Ordinance No. 2956 approving an amendment to the RiverPark Specific Plan (Planning and Zoning Permit No. 18-630-01); and adopt an Addendum to the Environmental Impact Report No. 00-03 certified by City Council on July 16, 2002.

BACKGROUND

This ordinance was introduced at the February 5, 2019 City Council meeting and approved 7-0. There has been no communication received since its introduction. If the ordinance is adopted on February 19, 2019, it will become effective after 30 days.

STRATEGIC PRIORITIES

This agenda item supports the Economic Development strategy. The purpose of the Economic Development strategy is to develop and enhance Oxnard's business climate, promote the City's fiscal health, and support economic growth in a manner consistent with the City's unique character. This item supports the following goals and objectives:

Goal 1. Create vibrant and economically sustainable commercial, industrial and retail industries throughout the City.

Goal 2. Enhance business development throughout the City.

Objective 2a. Develop a strong citywide economy which attracts investment, increases the tax base, creates employment opportunities, and generates public revenue.

RiverPark SPA - Adoption of Ordinance 2956
February 19, 2019
Page 2

FINANCIAL IMPACT

Adoption of this ordinance does not change the terms of the Development Agreement in place for the RiverPark Specific Plan area. The specific plan amendment allowing additional signs is expected to attract future commercial businesses and potential development interests to the City.

ATTACHMENTS:

Attachment A: Ordinance No. 2956

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 2956

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING AN AMENDMENT TO THE RIVERPARK SPECIFIC PLAN (PZ NO. 18-630-01) REVISING THE TEXT OF THE RIVERPARK SPECIFIC PLAN SIGN STANDARDS IN SECTION 5.9.3.3 (B) TO ALLOW TWO (2) MONUMENT SIGNS AND REVISING EXHIBIT 5.HH TO SHOW GENERAL LOCATIONS OF SUBJECT MONUMENT SIGNS, FILED BY ANN WALSH OF SHEA PROPERTIES FOR RIVERPARK LANDING, LLC, 2751 PARK VIEW COURT SUITE 261, OXNARD, CA 93036.

WHEREAS, on August 27, 2002, the City Council of the City of Oxnard (the “City”) adopted by ordinance the RiverPark Specific Plan (the “Specific Plan”) as the comprehensive planning program to regulate the use of land and govern the orderly development of the RiverPark community; and

WHEREAS, the City Council of the City of Oxnard has considered an amendment to the Specific Plan relating to sign standards in the specific plan area (PZ No. 18-630-01); and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA), a final environmental impact report (EIR No. 00-03) was prepared to analyze potential impacts associated with the approval and the implementation of the Specific Plan and the anticipated build out of the 701-acre specific plan site; and such EIR has been certified for this project, and an addendum thereto has been prepared, and the City Council has considered the final environmental impact report and the addendum before making its decision herein; and

WHEREAS, the City Council has carefully reviewed the December 6, 2018 Planning Commission action recommending approval of the specific plan amendment, and the staff report and the addendum; and has determined that there is no substantial evidence that the specific plan amendment may have a significant effect on the environment because the proposed project is consistent with the EIR, does not change the use or intensity of land uses on the site since proposed signs are accessory structures to the commercial land uses in this area that were evaluated by the EIR, and no additional environmental impacts will be caused by the proposed specific plan amendment and its implementation; and

WHEREAS, the proposed amendment is in conformance with the 2030 General Plan and other adopted standards of the City of Oxnard; and

WHEREAS, the City Council finds, after due study, deliberation and public hearing, that the amendment is a logical refinement of the Specific Plan; that the proposed specific plan amendment conforms with adopted City standards and constitutes good City planning; and that the amendment will not adversely affect or be materially detrimental to adjacent land uses, buildings or structures or to the public health, safety or general welfare.

Ordinance No. 2956

PZ No. 18-630-01

Page 2

NOW, THEREFORE, the City Council of the City of Oxnard does ordain to approve an amendment to the RiverPark Specific Plan (Planning and Zoning Permit No. 18-630-01) by changing the following section to read as set forth herein:

Part 1: Section 5.9.3.3. (B) of Section 5.9.3.3 “Freeway-Oriented Pole Signs” shall be modified to read as follows:

“5.9.3.3 Freeway-Oriented Signs

B. Commercial Districts and Freeway-Oriented Monument Signs.

(i) *Number of Signs:* Up to three (3) two-sided, freeway-oriented Monument Signs are allowed in Planning District D and up to two (2) commercial district monument signs in District B and C. The final design and location of the Monument Signs shall be subject to approval of a Design Development Review Permit, as provided in Part C of this Section.

(ii) *Sign Locations:* The Monument Signs shall be located within Planning District B, C, and D in the approximate locations shown on Exhibit 5.HH subject to approval of a Design Development Review Permit. The Monument Signs shall be approximately evenly spaced.

(iii) *Sign Content:* Monument Signs may include text, graphics and/or logos identifying the shopping center located in Planning Districts B, C, and D, and names, brands, and/or logos of tenants operating within the shopping center located in the respective districts. In no event shall product prices be displayed on the Monument Signs.

(iii) *Illumination:* The Monument Signs shall be illuminated with internal illumination. Other type(s) of illumination may be approved as part of a Design Development Review Permit.

(iv) *Size:*

(1) Height: Overall height not to exceed twenty (20) feet.

(2) Size of Sign Structure: The dimensions of each Monument Sign structure (overall height multiplied by width) shall not exceed three hundred twenty (320) square feet per side, for a total structural area of six hundred forty (640) square feet.

(3) Sign Area: In no event shall the total area devoted to tenant and shopping center identification sign area on each side of each Monument Sign exceed sixty-five percent (65%) of the structural area of the Monument Sign.”

Part 2: Exhibit 5.HH (Exhibit “A” of this resolution) shall be revised and incorporated into the Specific Plan to show the locations of the monument signs described in Part 1 of this resolution.

Ordinance No. 2956

PZ No. 18-630-01

Page 3

Part 3: The City Council shall approve the first reading by title only and waive further reading of an ordinance amending the RiverPark Specific Plan as a result of PZ Permit No. 18-630-01 (Specific Plan Amendment) and finally adopt on February 19, 2019, to become effective thirty days thereafter

Part 4: Within fifteen days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation within the City.

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen Fischer, City Attorney

Ordinance No. 2956

PZ No. 18-630-01

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent
AGENDA ITEM NO.: 3

DATE: February 19, 2019

TO: City Council

FROM: Rosemarie Gaglione
Public Works Director

SUBJECT: Award Agreement A-8112 On-Call Asphalt and Concrete Repairs Agreement to Paveco Construction.

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

RECOMMENDATION:

That City Council award and authorize the Mayor to execute Agreement A-8112 with Paveco Construction, Inc., for a three year term for an amount up to \$225,000 for on-call concrete and asphalt repair services.

BACKGROUND

The Water Division, in the course of repairing pipeline breaks, must trench streets and sidewalks. The Division is only able to make temporary repairs to the streets and sidewalks. Typical patch work are small in nature, averaging four feet by four feet; however, the Division does not have the equipment or personnel to perform permanent repairs. Currently, there is a backlog in the number of permanent repairs to be performed. The quantity of work required to catch up would exceed the force account limit for in-house projects.

The work for this project includes furnishing all labor, materials, equipment and other incidentals to provide on-call concrete and asphalt repairs and street striping services. The work under this agreement will be at prevailing wage rates and through task orders issued by a project manager prior to the start of any work.

DISCUSSION

The notice inviting formal bids (NIFB) on the Project was published on October 11, 2018, and

Award Agreement A-8112 for On-Call Asphalt and Concrete Repairs Agreement to Paveco
Construction
February 19, 2019
Page 2

all bids were due on October 30, 2018. The bid requested rates and costs on a variety of services for the purpose of evaluation and these rates will be utilized in the final agreement. The City received the bids listed below based on the requested rates and costs (as more fully detailed in the attached Bid Tabulation):

Paveco Construction, Inc.	\$434.00
Central Coast Engineering	\$481.25
Hardy and Harper, Inc.	\$563.00
Toro Enterprises, Inc.	\$2,215.00
Ward Corporation	\$2,549.95

The lowest bidder is Paveco Construction, Inc. (Paveco) and its bid is responsive to the City's NIFB. Following this determination, staff reviewed all documentation received from Paveco. 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). Staff has no reason at this time to believe that Paveco is not legally responsible, which means trustworthy and fit and capable to satisfactorily complete the Project. Thus, staff recommends that the City Council award the contract for this project to Paveco.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

Sufficient funds are included in the FY18-19 Water Operation Contract (account No. 601-6010-842-8209) for this agreement. All other work to be performed will require the Department staff to review and verify funding availability prior to commencing the work.

COMMITTEE OUTCOME

The Public Works & Transportation Committee voted 3-0 on 1/22/2019 to approve staff recommendation and to forward the item for Council Approval.

Prepared by Renee Hatcher, Construction Projects Coordinator

ATTACHMENTS:

Award Agreement A-8112 for On-Call Asphalt and Concrete Repairs Agreement to Paveco
Construction
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Attachment A - Bid Tabulation

Attachment B - Agreement A-8112 with Paveco Construction, Inc.

This is a tabulation of bid results not an offer of award or contract. The City reserves the right to reject all bids.

ON-CALL CONCRETE AND ASPHALT REPAIRS PROJECT PW 19-14

Owner: City of Oxnard

Bid Opening: 10/16/18			Paveco Construction, Inc.				Central Coast Engineering			
			5049 Bleeker Street Baldwin Park, CA 91706				320 Lambert Street #F Oxnard, CA 93036			
			#1				#2			
Item #	Item Description	Unit	Evaluation Quantity			Total of Rates	Evaluation Quantity			Total of Rates
			1-99 sf	100-200 sf	201+ sf		1-99 sf	100-200 sf	201+ sf	
1	Cost per square foot for 6-inch asphalt dig out and repairs	SF	\$30.50	\$20.50	\$17.50	\$68.50	\$32.20	\$31.05	\$28.75	\$92.00
2	Cost per square foot 12-inch asphalt dig out and repairs	SF	\$36.50	\$26.50	\$23.50	\$86.50	\$32.77	\$31.62	\$29.32	\$93.71
			1-49 sf	50-100 sf	101+ sf		1-49 sf	50-100 sf	101+ sf	
3	Cost per square foot for 4-inch sidewalk repairs	SF	\$25.00	\$20.00	\$17.50	\$62.50	\$11.50	\$11.50	\$10.92	\$33.92
4	Cost per square foot for minor concrete repairs (driveway, cross gutter and spandrel, curb ramps)	SF	\$32.50	\$27.50	\$21.50	\$81.50	\$56.35	\$55.20	\$54.62	\$166.17
			20 sf				20 sf			
5	Cost per square foot for traffic symbol painting.	SF	\$20.00			\$20.00	\$20.70			\$20.70
			20 sf				20 sf			
6	Cost per linear foot of concrete curb and gutter repairs	LF	\$115.00			\$115.00	\$74.75			\$74.75
TOTAL AMOUNT SUBMITTED						\$434.00				\$481.25
TOTAL AMOUNT VERIFIED						\$434.00				\$481.25
			Paveco Construction, Inc.				Central Coast Engineering			
			Subcontractors List	None			Subcontractors List	None		

Hardy & Harper, Inc.				Toro Enterprises, Inc.				Ward Corporation			
1312 E. Warner Avenue Santa Ana, CA 92705				2101 E. Ventura Blvd. Oxnard, CA 93036				P. O. Box 715 Santa Paula, CA 93061			
#3				#4				#5			
Evaluation Quantity			Total of Rates	Evaluation Quantity			Total of Rates	Evaluation Quantity			Total of Rates
1-99 sf	100-200 sf	201+ sf		1-99 sf	100-200 sf	201+ sf		1-99 sf	100-200 sf	201+ sf	
\$42.00	\$20.00	\$15.00	\$77.00	\$120.00	\$41.00	\$35.00	\$196.00	\$141.30	\$141.30	\$141.30	\$423.90
\$50.00	\$29.00	\$25.00	\$104.00	\$125.00	\$46.00	\$48.00	\$219.00	\$154.85	\$154.85	\$154.85	\$464.55
1-49 sf	50-100 sf	101+ sf		1-49 sf	50-100 sf	101+ sf		1-49 sf	50-100 sf	101+ sf	
\$58.00	\$38.00	\$19.00	\$115.00	\$315.00	\$130.00	\$110.00	\$555.00	\$155.40	\$155.40	\$155.40	\$466.20
\$62.00	\$42.00	\$23.00	\$127.00	\$400.00	\$160.00	\$125.00	\$685.00	\$258.95	\$258.95	\$258.95	\$776.85
20 sf				20 sf				20 sf			
\$30.00			\$30.00	\$60.00			\$60.00	\$78.80			\$78.80
20 sf				20 sf				20 sf			
\$110.00			\$110.00	\$500.00			\$500.00	\$339.65			\$339.65
			\$563.00				\$2,215.00				\$2,549.90
			\$563.00				\$2,215.00				\$2,549.95
Hardy & Harper, Inc.				Toro Enterprises, Inc.				Ward Corporation			
Subcontractors List	None			Subcontractors List	None			Subcontractors List	None		

Agreement No: A-8112

**CITY OF OXNARD CONTRACT FOR
THE ON-CALL CONCRETE AND ASPHALT REPAIRS PROJECT PW 19-14**

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 20____ ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and PAVECO CONSTRUCTION, INC. ("Contractor"). Contractor's license number is 515002.

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

1. Incorporation. The Contract consists of all Contract Documents, which shall include the General Provisions, Special Provisions and all documents referenced in either the General or Special Provisions. These documents are incorporated herein by reference.
2. Scope of Services. Contractor shall perform all Tasks in a good and workmanlike manner for the project identified as The On-Call Concrete and Asphalt Repairs Project PW 19-14 ("Project"), as described in this Contract and in the Contract Documents, throughout the Contract Term.
3. Compensation. In consideration of the services rendered pursuant to the requirements listed in the Contract Documents, City shall pay Contractor for each Task in accordance with the Contract Unit Prices submitted in the Bid, which in any case shall not exceed two hundred twenty five thousand dollars (\$225,000).
4. Contract Term. The Contract Term shall begin on the Effective Date and end three (3) years thereafter, unless sooner terminated pursuant to the Contract Documents.
5. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract Documents. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.
6. Prevailing Wages. City and Contractor acknowledge that the Tasks comprising the Project are public works to which prevailing wages apply. Once the Project Manager issues a Task Order, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the corresponding Task will be on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.
7. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

Agreement No: A-8112

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

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

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

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

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

[signatures on following page]

Agreement No: A-8112

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

CITY OF OXNARD**PAVECO CONSTRUCTION, INC.**

☒ Tim Flynn, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager
☐ Rosemarie Gaglione, Public Works Director
☐ Lisa Boerner, Purchasing Manager

Patricia Fleming, President² _____ Date _____

Robert Fleming, Secretary _____ Date _____

ATTEST:

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

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must sign a public project agreement over \$175,000 annually. The City Manager may authorize and sign any agreement up to \$175,000 annually. The Public Works Director and Purchasing Manager may each authorize and sign a public project agreement up to \$100,000 annually.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

Agreement No: A-8112

**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, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one year extended reporting period, or longer upon request.

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

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 (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. A-8112
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

Agreement No: A-8112

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.

1/19

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

Original endorsements are required for 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 \$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; if architectural, engineering or electrical work will be performed under the Contract				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant

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

CERTIFICATE HOLDER
CITY OF OXNARD
Attn: Insurance Compliance
Reference No. A-8112
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007
CANCELLATION

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the 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

TYPE OF INSURANCE

GENERAL LIABILITY

- ☐ COMMERCIAL GENERAL LIABILITY
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made

Retroactive Date _____

☐ Occurrence

OTHER PROVISIONS

COVERAGES

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

- ☐ GENERAL
☐ PRODUCTS/COMPLETED OPERATIONS
☐ PERSONAL & ADVERTISING INJURY
☐ FIRE DAMAGE
☐ _____
☐ _____

CLAIMS: Underwriter=s representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: (_____)

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2 CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured=s scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3 SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company=s limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4 CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5 PROVISIONS REGARDING THE INSURED=S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6 SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:

2.1 Insurance Services Office Commercial General Liability Coverage, Aoccurrence@ form CG0001; or

2.2 If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No A-8112

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent☐ Underwriter☐ _____

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

Signature _____

(original signature required)

Telephone: (_____)

Date Signed _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the City)		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER Telephone:		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) _____ (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
NAMED INSURED		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)	
		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE		OTHER PROVISIONS	
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER			
LIMIT OF LIABILITY		CLAIMS: Underwriter=s representative for claims pursuant to this insurance.	
\$ _____ per accident, for bodily injury and property damage.		Name: _____ Address: _____ _____ Telephone: () _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows: 1 INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2 CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured=s scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3 SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company=s limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4 CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5 PROVISIONS REGARDING THE INSURED=S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6 SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: 2.1 Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code (Any auto); or 2.2 If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).			
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD Attn: Insurance Compliance Reference No._ A-8112 P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____	

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 _____

(Name and address of Contractor) _____ (“Principal”)

a contract (the "Contract") for the Work described as The On-Call Concrete and Asphalt Repairs Project PW 19-14 (the "Project").

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 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 any Task related
 to the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4
 of the Civil Code in the penal sum of _____
 Dollars (\$ _____), this amount being not less than a 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.

The Project shall be considered "accepted" for the purposes of triggering Bond deadlines at the Contractor's final completion of all Tasks, the City's acceptance of all Tasks, and the end of the Contract Term, whichever occurs last. 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 Sections 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

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

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

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

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

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

(“Principal”)

(Name and address of Contractor)

a contract (the "Contract") for the Work described as The On-Call Concrete and Asphalt Repairs Project PW 19-14 (the "Project").

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

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

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____
 ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are
 held and firmly bound unto the Agency in the penal sum of _____

_____ Dollars (\$ _____), this amount being not less than a hundred percent (100%) of the total Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assigns, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed under any Task Order shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work in any Task Order. Surety hereby waives

California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

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

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

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

CITY OF OXNARD
BID SHEETS FOR THE ON-CALL CONCRETE AND ASPHALT
REPAIRS PROJECT
PW 19-14

Bidder's Name: Paveco Construction, 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 Tasks comprising the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Project Manager at the following prices:

ITEM NO.	DESCRIPTION	UNIT	EVALUATION QUANTITY			TOTAL OF RATES
			1-99 SF	100-200 SF	201+ SF	
1	Cost per square foot for 6-inch asphalt dig out and repairs	SF	\$ 30.50	\$ 20.50	\$ 17.50	\$ 68.50
2	Cost per square foot 12-inch asphalt dig out and repairs	SF	\$ 36.50	\$ 26.50	\$ 23.50	\$ 86.50
			1-49 SF	50-100 SF	101+ SF	
3	Cost per square foot for 4-inch sidewalk repairs	SF	\$ 25.00	\$ 20.00	\$ 17.50	\$ 62.50
4	Cost per square foot for minor concrete repairs (driveway, cross gutter and spandrel, curb ramps)	SF	\$ 32.50	\$ 27.50	\$ 21.50	\$ 81.50
			20 SF			
5	Cost per square foot for traffic symbol painting.	SF	\$ 20.00			\$ 20.00
			20 LF			
6	Cost per linear foot of concrete curb and gutter repairs	LF	\$ 115.00			\$ 115.00
BID TOTAL						\$ 434.00

Note: No adjustment in the Contract Unit Prices will be allowed. The cost of all labor, material, export of material and other costs shall be included in the above Contract Unit Prices; no additional compensation will be granted for such expenses.

BID PRICE IN DIGITS: \$ 434.00

BID PRICE IN WORDS: Four Hundred and Thirty Four Dollars and Zero Cents.

Bidder acknowledges receipt of all addenda

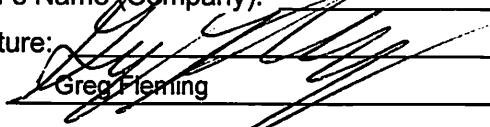
Addendum: Date Received:

#01 _____

#02 _____

#03 _____

Bidder's Name (Company): Payeco Construction, Inc.

Signature: 

Title: Vice President

Print: Greg Fleming

Date: 10/29/2018



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 4

DATE: February 19, 2019

TO: City Council

FROM: Rosemarie Gaglione
Public Works Director

SUBJECT: Award Contract A-8118 to Toro Enterprises for Vineyard Avenue Street Resurfacing Project

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

RECOMMENDATION:

That City Council:

1. Award and authorize the Mayor to execute Agreement A-8118 in the amount of \$2,793,079.50 for the Vineyard Avenue Street Resurfacing Project Specification No. PW 16-12 with Toro Enterprises, Inc.;
2. Approve \$279,300 for Project contingency for the Vineyard Avenue Street Resurfacing Project;
3. Approve \$279,300 for technical engineering support, inspection, survey and project management (City staff) for the Vineyard Avenue Street Resurfacing Project; and
4. Approve a net appropriation of \$3,351,680 as follows:

Federal Earmark Repurposing Fund (275)	\$976,632
Federal Surface Transportation Program	
Local (STPL) Fund (275)	\$924,469
State Toll Credit (219)	\$119,774
State Senate Bill Roadway Maintenance	
And Rehabilitation (RMRA) Fund (185)	\$747,223
Local Transportation Development Act (TDA)	
Article 8a Fund (212)	\$583,582

BACKGROUND

Award Contract A-8118 to Toro Enterprises for Vineyard Avenue Street Resurfacing Project
 February 19, 2019
 Page 2

The City Council received the recommendations included in the Street Maintenance Plan on July 18, 2017, which included the Vineyard Avenue Street Resurfacing Project. The project limits are along West Patterson Road and West Vineyard Avenue from West Gonzales Road to North Oxnard Blvd. The project includes furnishing all necessary labor, materials, equipment and other incidental and appurtenant work for resurfacing of existing asphalt concrete pavement and concrete works, including the milling of existing asphalt concrete pavement; placement and compaction of asphalt concrete/asphalt rubber hot mix pavement; slurry seal and crackseal; digout and reconstruction of failed areas and concrete works.

The work is tentatively scheduled to begin in March 2019 and continue through June 2019. Staff will work closely with the neighborhoods affected by the work to keep them informed of the schedule through several methods. The City Public Information Officer will provide updates through social media outlets prior to and during construction. Additionally, the contractor will furnish changeable message signs that will provide motorists of construction updates throughout the duration of the project, and will notify residents and adjacent businesses four (4) working days and again two (2) working days in advance of beginning work by hand delivering door hangers, flyers, or both.

DISCUSSION

The notice inviting formal bids (NIFB) on the project was advertised on October 11, 2018, and all bids were due on November 27, 2018. The City received the bids listed below:

Toro Enterprises, Inc.:	\$2,793,079.50
All American Asphalt, Inc.:	\$2,937,770.00
Granite Construction Company:	\$3,185,729.00
Hardy & Harper, Inc.:	\$3,553,620.00

The lowest bidder is Toro Enterprises, Inc. (Toro) and its bid is responsive to the City's NIFB. Following this determination, staff reviewed all documentation received from Toro and its subcontractors. Staff verified possession of required 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). Staff has no reason at this time to believe that either the contractor or its subcontractor is not legally responsible, which means trustworthy and fit and capable to satisfactorily complete the project. Thus, staff recommends that the City Council award the contract for this project to Toro.

\$279,300 is required for construction contingency (10% of the contract value) and \$279,300 (10% of the contract value) to cover the cost to perform technical engineering support, inspection, survey and project management services (City staff) during construction. The total estimated total cost of the Project is \$3,351,680.

STRATEGIC PRIORITIES

Award Contract A-8118 to Toro Enterprises for Vineyard Avenue Street Resurfacing Project

February 19, 2019

Page 3

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

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

FINANCIAL IMPACT

The Vineyard Avenue Street Resurfacing Project No. 173105 is fully funded from the various grants awards and local sources as outlined in Appropriation Summary Table below.

Appropriation Summary Table

Funding Sources	Current 6-30-19 Projected Unassigned Fund Balance (based on FY18-19 Current Budget)	Recommendation	Revised 6-30-19 Projected Unassigned Fund Balance
Federal Earmark Repurposing Grant Fund (275)	n/a	\$976,632	n/a
Federal Surface Transportation Program Grant (STPL) Fund (275)	n/a	\$924,469	n/a
State Toll Credit Grant (219)	n/a	\$119,774	n/a
State Senate Bill Roadway Maintenance And Rehabilitation (RMRA) Fund (185)	\$3,209,924	\$747,223	\$ 2,462,701
Local Transportation Development Act (TDA) Article 8a Fund (212)	\$1,451,130	\$583,582	\$ 876,548
Total Appropriations		\$3,351,680	

State Senate Bill Roadway Maintenance and Rehabilitation (RMRA) funding originates in part from gas tax associated with the Highway Users Tax Account (HUTA). Typically State Gas Tax (Fund 181) is used for gas tax funded projects, however guidelines provided by the California Transportation Commission recommend RMRA funding be segregated in order to meet reporting requirements and record keeping. As a result, Finance has created a new fund specific to RMRA Gas Tax (20232 h (2)) (Fund 185).

As outlined in appropriation summary table, the estimated FY18-19 ending unassigned fund balance of RMRA Gas Tax net of this appropriation request is \$2.5M. Staff will return to Council later this fiscal year to request transfers of previously appropriated RMRA revenues and expenditures from State Gas Tax (Fund 181) to RMRA Gas Tax (Fund 185). The estimated FY18-19 ending unassigned fund balance of TDA Article 8a (Fund 212) is \$867K net of this appropriation request.

Award Contract A-8118 to Toro Enterprises for Vineyard Avenue Street Resurfacing Project
February 19, 2019
Page 4

COMMITTEE OUTCOME

This item was previously approved by the City Council on July 18, 2017 as part of the Street Maintenance Program Update, therefore, the project was not brought to the Public Works & Transportation Committee on January 22.

Prepared by Debbie O'Leary, Transportation Planner

ATTACHMENTS:

Attachment A - Bid Tabulation

Attachment B - Agreement A-8118 with Toro Enterprises, Inc.

BA Vineyard Ave

This is a tabulation of bid results not an offer of award or contract. The City reserves the right to reject all bids.

BID TABULATION
PW 16-12 VINEYARD AVENUE STREET RESURFACING PROJECT
Owner: City of Oxnard

Bid Opening: 11/27/18					Toro Enterprises, Inc.		All American Asphalt, Inc.		Granite Construction Company		Hardy & Harper, Inc.	
					2101 E. Ventura Blvd. Oxnard, CA 93036		400 East Sixth Street Corona, CA 92879		2151 Allesandro Drive Suite 209 Ventura, CA 93003		1312 E. Warner Avenue Santa Ana, CA 92705	
					#1		#2		#3		#4	
Item #	Item Description	Payment Code	Unit of Measure	Evaluation Quantity	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Mobilization/Demobilization	1001-3	LS	1	\$88,000.00	\$88,000.00	\$90,082.50	\$90,082.50	\$150,000.00	\$150,000.00	\$60,000.00	\$60,000.00
2	Traffic Control And Public Convenience And Safety	1505-4	LS	1	\$206,000.00	\$206,000.00	\$80,000.00	\$80,000.00	\$158,000.00	\$158,000.00	\$232,000.00	\$232,000.00
3	Storm Water Pollution Prevention Plan	1800-3	LS	1	\$12,000.00	\$12,000.00	\$8,000.00	\$8,000.00	\$25,000.00	\$25,000.00	\$15,000.00	\$15,000.00
4	Cold Mill AC Pavement (3" Max.)	1110-3	SY	84,200	\$2.15	\$181,030.00	\$2.50	\$210,500.00	\$2.43	\$204,606.00	\$2.60	\$218,920.00
5	Unclassified Excavation	1120-4	CY	400	\$60.00	\$24,000.00	\$130.00	\$52,000.00	\$39.00	\$15,600.00	\$65.00	\$26,000.00
6	Class 2 Aggregate Base	1130-4	TN	250	\$35.00	\$8,750.00	\$55.00	\$13,750.00	\$68.90	\$17,225.00	\$65.00	\$16,250.00
7	Asphalt Concrete, Type III (DGAC-B2 PG 64-10)	1150-10	TN	400	\$155.00	\$62,000.00	\$150.00	\$60,000.00	\$170.00	\$68,000.00	\$250.00	\$100,000.00
8	Asphalt Concrete, Type III (DGAC-C2 PG 64-10)	1150-10	TN	250	\$141.00	\$35,250.00	\$160.00	\$40,000.00	\$196.00	\$49,000.00	\$231.00	\$57,750.00
9	Asphalt Rubber Aggregate Membrane (ARAM)	1151-4	SY	83,350	\$3.95	\$329,232.50	\$4.30	\$358,405.00	\$4.18	\$348,403.00	\$4.80	\$400,080.00
10	Asphalt Rubber Hot Mix (ARHM-GG-C PG 64-16)	1152-10	TN	9,500	\$109.00	\$1,035,500.00	\$107.00	\$1,016,500.00	\$118.00	\$1,121,000.00	\$117.00	\$1,111,500.00
11	Crack Seal	1155-4	LB	4,140	\$4.00	\$16,560.00	\$5.00	\$20,700.00	\$5.90	\$24,426.00	\$4.00	\$16,560.00
12	Slurry Seal Type II (RAP)	1160-5	SY	31,000	\$2.00	\$62,000.00	\$2.55	\$79,050.00	\$2.56	\$79,360.00	\$2.50	\$77,500.00
13	Remove And Replace PCC Industrial Driveway	1174-6	SF	1,600	\$15.00	\$24,000.00	\$17.00	\$27,200.00	\$19.00	\$30,400.00	\$50.00	\$80,000.00

14	Remove And Replace PCC Sidewalk	1174-6	SF	6,570	\$7.65	\$50,260.50	\$7.50	\$49,275.00	\$9.30	\$61,101.00	\$8.00	\$52,560.00
15	Remove And Replace PCC Curb And Gutter (Type A2-6)	1174-6	LF	1,200	\$55.00	\$66,000.00	\$52.00	\$62,400.00	\$45.00	\$54,000.00	\$75.00	\$90,000.00
16	Install 24" Root Barrier	1174-6	LF	200	\$45.00	\$9,000.00	\$35.00	\$7,000.00	\$26.00	\$5,200.00	\$50.00	\$10,000.00
17	Adjust Survey Monument Cover To Finished Grade	1185-4	EA	5	\$1,000.00	\$5,000.00	\$600.00	\$3,000.00	\$1,020.00	\$5,100.00	\$400.00	\$2,000.00
18	Adjust Manhole Cover To Finished Grade	1185-4	EA	31	\$700.00	\$21,700.00	\$900.00	\$27,900.00	\$1,310.00	\$40,610.00	\$1,000.00	\$31,000.00
19	Adjust Water Valve Cover to Finished Grade	1185-4	EA	51	\$760.00	\$38,760.00	\$500.00	\$25,500.00	\$985.00	\$50,235.00	\$1,000.00	\$51,000.00
20	Adjust Water Meter Cover To Finished Grade	1185-4	EA	3	\$600.00	\$1,800.00	\$500.00	\$1,500.00	\$1,100.00	\$3,300.00	\$1,000.00	\$3,000.00
21	Install "STOP" Pavement Marking (T)	1515-4	EA	9	\$115.00	\$1,035.00	\$200.00	\$1,800.00	\$121.00	\$1,089.00	\$116.00	\$1,044.00
22	Install "AHEAD" Pavement Marking (T)	1515-4	EA	2	\$172.00	\$344.00	\$200.00	\$400.00	\$181.00	\$362.00	\$175.00	\$350.00
23	Install "KEEP" Pavement Marking (T)	1515-4	EA	2	\$172.00	\$344.00	\$200.00	\$400.00	\$182.00	\$364.00	\$175.00	\$350.00
24	Install "CLEAR" Pavement Marking (T)	1515-4	EA	2	\$172.00	\$344.00	\$200.00	\$400.00	\$182.00	\$364.00	\$175.00	\$350.00
25	Install Bike Lane Symbol & Arrow Pavement Marking (T)	1515-4	EA	47	\$157.00	\$7,379.00	\$200.00	\$9,400.00	\$165.00	\$7,755.00	\$159.00	\$7,473.00
26	Install Bike Loop Detector Symbol (T)	1515-4	EA	10	\$78.00	\$780.00	\$100.00	\$1,000.00	\$82.50	\$825.00	\$80.00	\$800.00
27	Install Type IV Arrow Pavement Marking (T)	1515-4	EA	73	\$89.00	\$6,497.00	\$100.00	\$7,300.00	\$93.50	\$6,825.50	\$90.00	\$6,570.00
28	Install Type VI Arrow Pavement Marking (T)	1515-4	EA	7	\$100.00	\$700.00	\$100.00	\$700.00	\$104.50	\$731.50	\$100.00	\$700.00
29	Install Type VII Arrow Pavement Marking (T)	1515-4	EA	2	\$100.00	\$200.00	\$100.00	\$200.00	\$104.50	\$209.00	\$100.00	\$200.00
30	Install 6" Solid White (T)	1515-4	LF	2,500	\$0.68	\$1,700.00	\$0.70	\$1,750.00	\$0.70	\$1,750.00	\$0.70	\$1,750.00
31	Install 12" Solid White (T)	1515-4	LF	2,300	\$3.14	\$7,222.00	\$3.15	\$7,245.00	\$3.30	\$7,590.00	\$3.20	\$7,360.00
32	Install 12" Solid Yellow (T)	1515-4	LF	200	\$3.14	\$628.00	\$3.15	\$630.00	\$3.30	\$660.00	\$3.20	\$640.00
33	Install Detail 9 (T)	1515-4	LF	15,800	\$0.68	\$10,744.00	\$0.70	\$11,060.00	\$0.72	\$11,376.00	\$0.70	\$11,060.00
34	Install Detail 22 (T)	1515-4	LF	500	\$2.60	\$1,300.00	\$2.75	\$1,375.00	\$2.75	\$1,375.00	\$2.65	\$1,325.00
35	Install Detail 25A (T)	1515-4	LF	1,350	\$1.60	\$2,160.00	\$1.75	\$2,362.50	\$1.66	\$2,241.00	\$1.60	\$2,160.00

36	Install Detail 27 (T)	1515-4	LF	3,300	\$2.60	\$8,580.00	\$2.75	\$9,075.00	\$2.75	\$9,075.00	\$2.65	\$8,745.00
37	Install Detail 27B (T)	1515-4	LF	2,000	\$1.05	\$2,100.00	\$1.25	\$2,500.00	\$1.10	\$2,200.00	\$1.00	\$2,000.00
38	Install Detail 38 (T)	1515-4	LF	6,400	\$1.15	\$7,360.00	\$1.25	\$8,000.00	\$1.20	\$7,680.00	\$1.20	\$7,680.00
39	Install Detail 39 (T)	1515-4	LF	35,700	\$0.68	\$24,276.00	\$0.70	\$24,990.00	\$0.72	\$25,704.00	\$0.70	\$24,990.00
40	Install Detail 39A (T)	1515-4	LF	6,000	\$0.68	\$4,080.00	\$0.70	\$4,200.00	\$0.72	\$4,320.00	\$0.70	\$4,200.00
41	Install Blue RPM	1515-4	EA	50	\$8.35	\$417.50	\$15.00	\$750.00	\$8.80	\$440.00	\$8.50	\$425.00
42	Paint Curb Red	1515-4	LF	2,000	\$1.70	\$3,400.00	\$1.75	\$3,500.00	\$1.75	\$3,500.00	\$1.65	\$3,300.00
43	Paint Curb Yellow (@ Median Nosing)	1515-4	LF	100	\$1.70	\$170.00	\$1.75	\$175.00	\$1.75	\$175.00	\$1.65	\$165.00
44	Install Type E Loop Detector	1520-3	EA	35	\$365.00	\$12,775.00	\$400.00	\$14,000.00	\$385.00	\$13,475.00	\$386.00	\$13,510.00
45	Install Type D Loop Detector	1520-3	EA	22	\$523.00	\$11,506.00	\$425.00	\$9,350.00	\$550.00	\$12,100.00	\$418.00	\$9,196.00
46	Remove And Replace Street Name Sign	1530-4	EA	21	\$235.00	\$4,935.00	\$250.00	\$5,250.00	\$248.00	\$5,208.00	\$238.00	\$4,998.00
47	Remove And Replace Advanced Street Name Sign	1530-5	EA	35	\$300.00	\$10,500.00	\$300.00	\$10,500.00	\$314.00	\$10,990.00	\$302.00	\$10,570.00
48	Install/Remove And Replace Street Sign Post	1530-4	EA	35	\$130.00	\$4,550.00	\$135.00	\$4,725.00	\$138.00	\$4,830.00	\$132.00	\$4,620.00
49	Install Sign R26K CA	1530-4	EA	5	\$195.00	\$975.00	\$200.00	\$1,000.00	\$204.00	\$1,020.00	\$196.00	\$980.00
50	Install Bike Lane Sign R81 CA	1530-4	EA	9	\$195.00	\$1,755.00	\$200.00	\$1,800.00	\$204.00	\$1,836.00	\$196.00	\$1,764.00
51	Install/Remove And Replace PCC Curb (A1-8)	1174-6	LF	5,400	\$27.00	\$145,800.00	\$42.50	\$229,500.00	\$40.00	\$216,000.00	\$50.00	\$270,000.00
52	Install Stamped Colored Concrete 4-Inch Thick	1901-1	SF	10,040	\$6.50	\$65,260.00	\$13.00	\$130,520.00	\$11.20	\$112,448.00	\$30.00	\$301,200.00
53	Relocate Exist Traffic Signal Pole And All Attachments Complete-In-Place	1520-3	LS	1	\$40,200.00	\$40,200.00	\$30,000.00	\$30,000.00	\$42,335.00	\$42,335.00	\$32,107.00	\$32,107.00
54	Install Green Bike Lane Pavement Marking - MMA	1515-4	SF	8,100	\$6.85	\$55,485.00	\$7.00	\$56,700.00	\$7.20	\$58,320.00	\$6.90	\$55,890.00
55	Install 3-Inch SCE Street Light Conduit	1904-4	LF	160	\$100.00	\$16,000.00	\$85.00	\$13,600.00	\$106.00	\$16,960.00	\$85.00	\$13,600.00
56	Install Edison Pullbox (13"X24"X24") – Per SCE UGS HP 205	1902-4	EA	2	\$1,250.00	\$2,500.00	\$500.00	\$1,000.00	\$1,320.00	\$2,640.00	\$2,000.00	\$4,000.00
57	Relocate Exist SCE Street Light Conduit	1902-4	LF	150	\$46.00	\$6,900.00	\$85.00	\$12,750.00	\$48.40	\$7,260.00	\$85.00	\$12,750.00
58	Install Object Marker Type K-1 (CA) @ Median Nosing	1530-4	EA	5	\$195.00	\$975.00	\$200.00	\$1,000.00	\$204.00	\$1,020.00	\$196.00	\$980.00
59	Adjust Pullbox To Finished Grade	1185-4	EA	10	\$425.00	\$4,250.00	\$850.00	\$8,500.00	\$162.00	\$1,620.00	\$500.00	\$5,000.00

60	Furnish And Install Detectable Warning Surface Tiles	1903-4	SF	630	\$35.00	\$22,050.00	\$55.00	\$34,650.00	\$75.00	\$47,250.00	\$31.00	\$19,530.00
61	Remove existing And Install PCC Curb Ramp With Detectable Warning Surface Tiles Complete-In-Place	1174-6	SF	1,260	\$12.00	\$15,120.00	\$30.00	\$37,800.00	\$16.00	\$20,160.00	\$20.00	\$25,200.00
62	Furnish And Install R3-7 Sign, Right Lane Must Turn Right	1530-4	EA	7	\$210.00	\$1,470.00	\$225.00	\$1,575.00	\$220.00	\$1,540.00	\$212.00	\$1,484.00
63	Furnish And Install W1-1a Sign, Right Turn With 20 MPH Advisory Speed	1530-4	EA	4	\$210.00	\$840.00	\$225.00	\$900.00	\$220.00	\$880.00	\$212.00	\$848.00
64	Furnish And Install W4-2 (CA) Sign, Right Lane Ends	1530-4	EA	1	\$210.00	\$210.00	\$225.00	\$225.00	\$220.00	\$220.00	\$212.00	\$212.00
65	Furnish And Install W9-1 Sign, Right Lane Ends	1530-4	EA	2	\$210.00	\$420.00	\$225.00	\$450.00	\$220.00	\$440.00	\$212.00	\$424.00
TOTAL AMOUNT SUBMITTED					\$2,793,079.50		\$2,937,770.00		\$3,185,749.00		\$3,533,620.00	
TOTAL AMOUNT VERIFIED					\$2,793,079.50		\$2,937,770.00		\$3,185,729.00		\$3,533,620.00	
Subcontractors List					Traffic Loops Crackfilling American Pavement Systems Chrisp Co. Pavement Coatings Caseland Surveying Total Barricade Service		Cal Pro Engineering Chrisp Co. APS CL Survey MD Crack		American Pavement Systems Cindy Trump, Inc. Austen Ent. California Professional Engineering Chrisp Co. Pavement Coatings Co. Benner and Carpenter, Inc. Total Barricade Services		MD Crackfill Chrisp Company Case Survey EBS Utilities Kato Landscape Total Barricade Services Manson & Son Enterprise American Pavement Systems Pavement Coatings PRSI CP Engineering	

CONTRACT

CITY OF OXNARD CONTRACT FOR
VINEYARD AVENUE STREET RESURFACING PROJECT PW 16-12

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 20____ ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and TORO ENTERPRISES, INC. ("Contractor"). Contractor's license number is 710580.

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

1. Incorporation. The Contract consists of all Contract Documents, which shall include the Notice Inviting Bids, Instructions to Bidders, General Provisions, Grant 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 Vineyard Avenue Street Resurfacing Project PW 16-12 ("Project"), as described in this Contract and in the incorporated Contract Documents.

3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of two million seven hundred ninety three thousand seventy nine dollars and fifty cents (\$2,793,079.50) in accordance with the prices as submitted in the Bid, attached hereto as Exhibit "B" and incorporated herein by this reference.

4. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

5. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply. Copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.

6. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

7. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.
8. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.
9. Entire Agreement. This Contract, including all incorporated documents, constitutes the entire agreement between the parties hereto with respect to the Project, and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties regarding the subject matter.
10. Amendment. No Contract modification, amendment or supplement to this Contract other than Change Orders will be binding unless written and signed by the parties' duly authorized representatives.
11. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Contract transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract for all purposes.

[signatures on following page]

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

CITY OF OXNARD

TORO ENTERPRISES, INC.

☒ Tim Flynn, Mayor¹ _____ Date
☐ Alexander Nguyen, City Manager
☐ Rosemarie Gaglione, Public Works Director
☐ Lisa Boerner, Purchasing Manager

Sean Castillo, President² _____ Date

Jerry Hannigan, Secretary _____ Date

ATTEST:

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

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must sign a public project agreement over \$175,000 annually. The City Manager may authorize and sign any agreement up to \$175,000 annually. The Public Works Director and Purchasing Manager may each authorize and sign a public project agreement up to \$100,000 annually.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

**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, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one year extended reporting period, or longer upon request.
 - d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant.
2. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-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 forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. A-8118
300 West Third Street, Suite 302
Oxnard, California 93030
3. Contractor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.
4. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-G or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**
5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
7. All insurance standards applicable to Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS***Certificates of Insurance***

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

Endorsement Forms

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

ACORD CERTIFICATE OF INSURANCE

ISSUE

DATE

(MM/DD/YY)

PRODUCER

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

CODESUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY

LETTER **A** SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY

LETTER **B**
COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	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/ \$500,000 & listed sub-consultant

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

CERTIFICATE HOLDER

City of Oxnard
 Attn: Risk Manager
 Reference No. A-8118
 300 W. Third Street, Suite 302
 Oxnard CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the 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:

NAMED INSURED

☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____
 with an Aggregate of \$ _____ applies to
 coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY

☐ COMMERCIAL GENERAL LIABILITY☐ COMPREHENSIVE GENERAL LIABILITY☐ OWNERS & CONTRACTORS PROTECTIVE☐ Claims Made

Retroactive Date _____

☐ Occurrence**OTHER PROVISIONS****COVERAGES**

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

☐ GENERAL☐ PRODUCTS/COMPLETED OPERATIONS☐ PERSONAL & ADVERTISING INJURY☐ FIRE DAMAGE☐ _____☐ _____**CLAIMS:** Underwriter=s representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: (_____)

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2 CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured=s scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3 SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company=s limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4 CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5 PROVISIONS REGARDING THE INSURED=S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6 SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:

2.1 Insurance Services Office Commercial General Liability Coverage, aOccurrence@ form CG0001; or

2.2 If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Risk Manager

Reference No. _A-8118

300 W. Third Street, Suite 302

Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent☐ Underwriter☐ _____

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

Signature _____
 (original signature required)

Telephone: () Date Signed _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the City)		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER Telephone:	POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) _____ (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits		
NAMED INSURED	☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)		
		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE		OTHER PROVISIONS	
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER			
LIMIT OF LIABILITY		CLAIMS: Underwriter=s 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 INSURED=S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: 2.1 Insurance Services Office Automobile Liability Coverage, "Occurrence" form CA0001, code (Any auto@); or 2.2 If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).			
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD Attn: Risk Manager Reference No. _ A-8118 300 W. Third Street, Suite 302 Oxnard, CA 93030		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 _____

(Name and address of Contractor) _____ (“Principal”)

a contract (the "Contract") for the Work described as VINEYARD AVENUE STREET RESURFACING PROJECT PW 16-12.

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

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

(Name and address of Surety)

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

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

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

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

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

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

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

Notes: This Bond must be executed in duplicate and dated, all 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 _____

 _____ ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as VINEYARD AVENUE STREET RESURFACING PROJECT PW 16-12.

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

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

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____
 ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of _____
 _____ Dollars (\$ _____), this amount being not less than a hundred percent (100%) of the total 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”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

Notes: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. 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 OF OXNARD
BID SHEETS FOR VINEYARD AVENUE STREET RESURFACING PROJECT PW 16-12

Bidder's Name: Toro Enterprises, Inc.

To the Honorable Mayor and Members of the City Council:

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

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QTY	UNIT COST	TOTAL
1	Mobilization/Demobilization	1001-3	LS	1	88,000.-	\$ 88,000.-
2	Traffic Control And Public Convenience And Safety	1505-4	LS	1	206,000.-	206,000.-
3	Storm Water Pollution Prevention Plan	1800-3	LS	1	12,000.-	12,000.-
4	Cold Mill AC Pavement (3" Max.)	1110-3	SY	84,200	2.15	181,030.-
5	Unclassified Excavation	1120-4	CY	400	60.-	24,000.-
6	Class 2 Aggregate Base	1130-4	TN	250	35.-	8,750.-
7	Asphalt Concrete, Type III (DGAC-B2 PG 64-10)	1150-10	TN	400	155.-	62,000.-
8	Asphalt Concrete, Type III (DGAC-C2 PG 64-10)	1150-10	TN	250	141.-	35,250.-
9	Asphalt Rubber Aggregate Membrane (ARAM)	1151-4	SY	83,350	3.95	329,232.50
10	Asphalt Rubber Hot Mix (ARHM-GG-C PG 64-16)	1152-10	TN	9,500	109.-	1,035,500.-
11	Crack Seal	1155-4	LB	4,140	4.-	16,560.-
12	Slurry Seal Type II (RAP)	1160-5	SY	31,000	2.-	62,000.-
13	Remove And Replace PCC Industrial Driveway	1174-6	SF	1,600	15.-	24,000.-
14	Remove And Replace PCC Sidewalk	1174-6	SF	6,570	7.65	50,260.50
15	Remove And Replace PCC Curb And Gutter (Type A2-6)	1174-6	LF	1,200	55.-	66,000.-
16	Install 24" Root Barrier	1174-6	LF	200	45.-	9,000.-
17	Adjust Survey Monument Cover To Finished Grade	1185-4	EA	5	1,000.-	5,000.-
18	Adjust Manhole Cover To Finished Grade	1185-4	EA	31	700.-	21,700.-

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QTY	UNIT COST	TOTAL
19	Adjust Water Valve Cover To Finished Grade	1185-4	EA	51	760.-	38,760.-
20	Adjust Water Meter Cover To Finished Grade	1185-4	EA	3	600.-	1,800.-
21	Install "STOP" Pavement Marking (T)	1515-4	EA	9	115.-	1,035.-
22	Install "AHEAD" Pavement Marking (T)	1515-4	EA	2	172.-	344.-
23	Install "KEEP" Pavement Marking (T)	1515-4	EA	2	172.-	344.-
24	Install "CLEAR" Pavement Marking (T)	1515-4	EA	2	172.-	344.-
25	Install Bike Lane Symbol & Arrow Pavement Marking (T)	1515-4	EA	47	157.-	7,379.-
26	Install Bike Loop Detector Symbol (T)	1515-4	EA	10	78.-	780.-
27	Install Type IV Arrow Pavement Marking (T)	1515-4	EA	73	89.-	6,497.-
28	Install Type VI Arrow Pavement Marking (T)	1515-4	EA	7	100.-	700.-
29	Install Type VII Arrow Pavement Marking (T)	1515-4	EA	2	100.-	200.-
30	Install 6" Solid White (T)	1515-4	LF	2,500	0.68	1,700.-
31	Install 12" Solid White (T)	1515-4	LF	2,300	3.14	7,222.-
32	Install 12" Solid Yellow (T)	1515-4	LF	200	3.14	628.-
33	Install Detail 9 (T)	1515-4	LF	15,800	0.68	10,744.-
34	Install Detail 22 (T)	1515-4	LF	500	2.60	1,300.-
35	Install Detail 25A (T)	1515-4	LF	1,350	1.60	2,160.-
36	Install Detail 27 (T)	1515-4	LF	3,300	2.60	8,580.-
37	Install Detail 27B (T)	1515-4	LF	2,000	1.05	2,100.-
38	Install Detail 38 (T)	1515-4	LF	6,400	1.15	7,360.-
39	Install Detail 39 (T)	1515-4	LF	35,700	0.68	24,276.-
40	Install Detail 39A (T)	1515-4	LF	6,000	0.68	4,080.-
41	Install Blue RPM	1515-4	EA	50	8.35	417.50
42	Paint Curb Red	1515-4	LF	2,000	1.70	3,400.-

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QTY	UNIT COST	TOTAL
43	Paint Curb Yellow (@ Median Nosing)	1515-4	LF	100	1.70	170.-
44	Install Type E Loop Detector	1520-3	EA	35	365.-	12,775.-
45	Install Type D Loop Detector	1520-3	EA	22	523.-	11,506.-
46	Remove And Replace Street Name Sign	1530-4	EA	21	235.-	4,935.-
47	Remove And Replace Advanced Street Name Sign	1530-5	EA	35	300.-	10,500.-
48	Install/Remove And Replace Street Sign Post	1530-4	EA	35	130.-	4,550.-
49	Install Sign R26K CA	1530-4	EA	5	195.-	975.-
50	Install Bike Lane Sign R81 CA	1530-4	EA	9	195.-	1,755.-
51	Install/Remove And Replace PCC Curb (A1-8)	1174-6	LF	5,400	27.-	145,800.-
52	Install Stamped Colored Concrete 4-Inch Thick	1901-1	SF	10,040	6.50	65,260.-
53	Relocate Exist Traffic Signal Pole And All Attachments Complete-In-Place	1520-3	LS	1	40,200.-	40,200.-
54	Install Green Bike Lane Pavement Marking - MMA	1515-4	SF	8,100	6.85	55,485.-
55	Install 3-Inch SCE Street Light Conduit	1904-4	LF	160	100.-	16,000.-
56	Install Edison Pullbox (13"X24"X24") - Per SCE UGS HP 205	1902-4	EA	2	1,250.-	2,500.-
57	Relocate Exist SCE Street Light Conduit	1902-4	LF	150	46.-	6,900.-

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QTY	UNIT COST	TOTAL
58	Install Object Marker Type K-1 (CA) @ Median Nosing	1530-4	EA	5	195.-	975.-
59	Adjust Pullbox To Finished Grade	1185-4	EA	10	425.-	4,250.-
60	Furnish And Install Detectable Warning Surface Tiles	1903-4	SF	630	35.-	22,050.-
61	Remove existing And Install PCC Curb Ramp With Detectable Warning Surface Tiles Complete-In-Place	1174-6	SF	1260	12.-	15,120.-
62	Furnish And Install R3-7 Sign, Right Lane Must Turn Right	1530-4	EA	7	210.-	1,470.-
63	Furnish And Install W1-1a Sign, Right Turn With 20 MPH Advisory Speed	1530-4	EA	4	210.-	840.-
64	Furnish And Install W4-2 (CA) Sign, Right Lane Ends	1530-4	EA	1	210.-	210.-
65	Furnish And Install W9-1 Sign, Right Lane Ends	1530-4	EA	2	210.-	420.-
TOTAL PRICE:						\$ 2,793,079.50

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 3-2.2.1. Regardless of total actual volume compared to estimated quantities, the unit prices provided above shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation. The cost of all labor, materials, export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BID PRICE IN DIGITS: \$ 2,793,079.50

TOTAL BID PRICE IN WORDS: Two Million, Seven Hundred Ninety-Three Thousand, Seventy-Nine Dollars & Fifty Cents

Contractor must complete all Work within eighty (80) Working Days of the City's Notice to Proceed.

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:
#01	<u>10-17-18</u>
#02	<u>10-24-18</u>
#03	<u>11-06-18</u>
#04	<u>11-09-18</u>

Addendum:	Date Received:
#05	<u> </u>
#06	<u> </u>
#07	<u> </u>
#08	<u> </u>

Bidder's Name (Company): Toro Enterprises, Inc.

Signature: 

Title: President

Print: Sean Castillo,

Date: 11/21/18

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works
Project/Program
Manager: Rosemarie Gaglione

Date: February 19, 2019
Phone: x5234 (Marsha)

Reason for Appropriation:

Recognize grant revenues and appropriate funds from Federal Earmark Repurposing and Federal Surface Transportation Program Local Fund (Fund 275) and State Toll Credit (Fund 219), and appropriate from fund balances of State Senate Bill 1 (SB1) Roadway Maintenance and Rehabilitation Program (Fund 185) and Local Transportation Development Act Article 8a Fund (Fund 212) to Vineyard Street Resurfacing (Project #173105) for Toro Enterprises Inc. construction contract (A-8118), City labor and project contingency expenses.

Accounts and Descriptions**AMOUNT**

Fund: RMRA Gas Tax (2032 h (2) (185))

Expenditures/Transfers Out**Vineyard Ave Street Resurfacing (Project 173105)**

185-3125-826.82-08	Other Services/Services Construction	747,223
	Sub-total Expenditures	747,223

Net Change to Fund Balance (747,223)

Fund: Federal Transportation Multi-Year Grants (275)

Revenues/Transfers In**Transportation (3125)**

275-3125-531.72-01	Federal Grant Revenue	1,901,101
	Sub-total Revenues	1,901,101

Expenditures/Transfers Out**Vineyard Ave Street Resurfacing (Project 173105)**

275-3125-826.82-08	Other Services/Services Construction	1,901,101
	Sub-total Expenditures	1,901,101

Net Change to Fund Balance 0

Fund: State/Local Multi Year Grants (219)

Revenues/Transfers In**Transportation (3125)**

219-3125-532.72-31	State Grant Revenues	119,774
	Sub-total Revenues	119,774

Expenditures/Transfers Out**Vineyard Ave Street Resurfacing (Project 173105)**

219-3125-826.82-08	Other Services/Services Construction	119,774
	Sub-total Expenditures	119,774

Net Change to Fund Balance 0

BA# (Finance Use Only) _____

BA DOC.# (Finance) _____

Rev# _____

REQUIRES CITY COUNCIL AUTHORIZATION

Packet Pg. 92

Fund: Local Transportation Development Act Article 8a Fund (212)

Expenditures/Transfers Out

Vineyard Ave Street Resurfacing (Project 173105)

212-3125-826.82-08	Construction Services	304,282
212-3125-826.82-09	Other Professional Services	100,000
212-3125-826.84-51	Service from other Programs	179,300
Sub-total Expenditures		583,582

Net Change to Fund Balance (583,582)

Net Appropriation Change 3,351,680

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

REQUIRES CITY COUNCIL AUTHORIZATION

BA# (Finance Use Only) _____

BA DOC.# (Finance) _____

Rev _____

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Public Hearing
AGENDA ITEM NO.: 1

DATE: February 19, 2019

TO: City Council

FROM: Jeffrey Lambert
Development Services Director

SUBJECT: Appeal of Planning Commission's Decision on Planning and Zoning Permit No. 16-540-03 (Special Use Permit for a Planned Development Permit); Retail Shopping Center at 2441 N. Vineyard Ave. (APN 141-0-021-250 & 142-0-010-060). (15/10/10)

CONTACT: Jeffrey Lambert, Development Services Director
Jeffrey.Lambert@oxnard.org, (805) 385-7882

RECOMMENDATION:

That City Council adopt a resolution upholding the Planning Commission's approval of Planning and Zoning Permit No. 16-540-03 (Special Use Permit for a Planned Development Permit), subject to certain findings and conditions set forth in Planning Commission Resolution No. 2018-38.

BACKGROUND

On December 20, 2018, the Planning Commission voted 6 to 0 (with one Commissioner absent) to approve a Special Use Permit (SUP) for the construction of a 15,940 square-foot, single story, multi-tenant commercial retail center and associated on-site improvements on a vacant 1.35 acre lot located at 2441 N. Vineyard Avenue (see Attachments A and B). The project has been designed in compliance with all Oxnard City Code (OCC) General Commercial (C-2) zoning code requirements and has been designed consistent with the 2030 General Plan. At the December 20th meeting, questions were raised by the Planning Commission pertaining to landscaping and traffic flow. The Commissioners were generally supportive of the development project, applauding the architect and applicant for the project architectural design, site plan, and connection with the adjacent Food4Less development project (see Attachment C, Approved Plans).

Shoe City Appeal (15/10/10)

February 19, 2019

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At the December Commission meeting, an attorney (Mr. Mark Sellers of Jackson Tidus) representing property owner Carlton Browne Oxnard, LLC (“Appellant”) at 2341-2381 N. Vineyard Ave. (south of the subject site) submitted a comment letter (see Attachment D, dated December 20, 2018) objecting to the development project. At this meeting, Mr. Sellers stated that his client owned the property directly south of the proposed project and that the proposed site plan design would negatively impact the visibility of his client's property. He suggested that the project be redesigned to create a uniform and fair setback of 77 feet to match the setback of his client's property. There were no other public comments. The Commissioners verified with staff that the design of the proposed project was in compliance with all General Plan and OCC development standards, and that a 77 foot setback was greatly in excess of the code required front setback and not necessary on the project site (see discussion below). At this meeting, the Commissioners noted that there was an existing large tree located on the southerly property owner's property which blocks the view of the appellant's property.

On January 4, 2019, Appellant appealed the Commission's approval on the grounds that the new 30-foot tall, single-story, retail building that is setback 30 feet from Vineyard Avenue will unfairly block the view of the Appellant's tenant signage. Furthermore, the Appellant also stated that the Planning Commission did not consider the adverse impacts of the project on adjoining uses as required in OCC Section 16-531 and should not have authorized the SUP per OCC Section 16-530 (see Attachment E, appeal correspondence dated January 4, 2019).

ANALYSIS

Although the January 4th appeal points were not articulated at the Planning Commission meeting or in the written letter submitted into the record at the Planning Commission meeting on December 20, 2018, these appeal points are identified below along with staff's response. As part of this analysis, it was necessary for staff to review the proposed project to the south and the record for the development of the Appellant's property (2341-2381 N. Vineyard Avenue, Planned Development Permit [PD] 219 approved May 22, 1973 by City Council Resolution 6004).

Appeal Issues	Requirements/Response
Front Setback Shoe City - Project has a 30 foot landscaped set back buffer off of Vineyard Ave. Appellant - Commercial Center - (2341-2381 N. Vineyard Ave) to the South (“Appellant”) - Project has a	2030 General Plan requires a 30 foot landscape buffer from future property line as the project is adjacent to a scenic highway (N. Vineyard Ave. [Community Development Goal 9.4 View Corridor Preservation]). The project complies with the 30' setback requirement The appellant's property was developed in 1973. The required front yard setback for the C-2 zone at that time was 10 feet, the same as it is today. The multi-tenant commercial building on the appellant's property was voluntarily setback 77 feet.

77-foot setback off of Vineyard Avenue.	The Goodyear building at the south end of the appellant's property is consistent with the required 10 foot front yard setback.
Building Height Shoe City - New building ranges in height from 22 - 30 feet in height. "Appellant" - Commercial Center - (2341-2381 N. Vineyard Ave) to the South ("Appellant") - Existing building is 25 feet in height	The project site is zoned C-2-PD which allows for a maximum being height of 35 feet. For visual character and interest the building has been conservatively designed to range in height from 22 to 30 feet. The majority of the building is 22 feet. On the west end closest to the railroad tracks the building is 26 feet in height. This 26 foot height is repeated once in the elevation and the east end of the building is 30 feet in height to match the scale of surrounding commercial developments. The height complies with relevant sections of the OCC. A review of the project file for the Appellants project site indicates that despite the maximum building height of 35 feet in the C-2 zone, the Appellant chose to build the existing commercial center to the south at 25 feet in height.
The proposed 30 foot high building prevents essential exposure to the Appellant's property.	On January 15, 2019, in response to the appeal, the property owner (Mardy Ying) of 2441 N. Vineyard Avenue submitted the attached image from Google street view and a simulation of the proposed building, at scale, superimposed over this image (see Attachment F). The images demonstrate that the project will not block the signage for the Appellant's property in any way.
Shoe City Building Sign should be considered a freeway sign	Article IX of Chapter 16 of OCC regulates advertising signs. Due to the limited frontage of the parcel, the project is permitted to have a monument (max. 42" in height) and wall sign. Condition 61 of the Planning Commission Resolution requires that the applicant receive approval from the Planning Manager, of a Master Sign Program for the shopping center that is in compliance with the OCC sign provisions. Although there is no definition of "freeway sign" in Oxnard's Municipal Code, the State of California defines freeway signs as directional signage on freeways and highways. The applicant's property does not have the required frontage for a free standing sign and will be installing a monument sign (max. 42" in height) and building wall signs.
Shoe City	Community Workshops require notice to be mailed to the

Lack of Notification	owners of the neighborhood in which the project lies. If the project lies on the border of multiple neighborhoods, then all of these neighborhoods are notified. A community workshop sign is also posted on the project site. This project is on the border of the Rio Lindo neighborhood, but the project is not in a named neighborhood. In this case, the Rio Lindo neighborhood was notified of the Community Workshop but not the properties West of N. Vineyard Ave. that are not located within a neighborhood. The site was posted with an advertisement for the Community Workshop on May 4, 2018, ten days prior to the workshop. Notification of the community workshop was achieved in a manner consistent with department policy. For the Planning Commission hearing, notices are mailed to property owners within a 300-foot radius of the project property boundaries. Carlton Browne-Oxnard LLC, owner on record for the project, was included in this mailing and the notice was sent to 1442 E. Lincoln Avenue #358, Orange, CA 92865. The site was posted with a Planning Commission public hearing sign advertising the hearing and an advertisement was placed in the paper 10 days prior to the hearing. All notification was performed consistent with department policy and state law.
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As can be seen in the Google street image (Attachment F) the front façade of the appellant's property is not visible from the southbound lanes of N. Vineyard Avenue due to an American Sycamore planted in the northeast corner of the Appellant's property. This tree has a trunk diameter of 48 inches, is approximately 50 feet tall and has a canopy that is approximately 25 feet wide. This tree was installed on the Appellants property (and identified on the approved landscaping plan) and is approximately 47 years old.

The simulation provided by the applicant is a fair representation of how the proposed building will sit on the property. As the simulation depicts, no signage for the appellant's property will be obstructed by the proposed building. The appellant's property also includes a free-standing sign, which is not obstructed by the proposed building.

STRATEGIC PRIORITIES

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

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

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

This agenda item supports the Economic Development strategy. The purpose of the Economic Development strategy is to develop and enhance Oxnard's business climate, promote the City's fiscal health, and support economic growth in a manner consistent with the City's unique character. This item supports the following goals and objectives:

Goal 1. Create vibrant and economically sustainable commercial, industrial and retail industries throughout the City.

Goal 2. Enhance business development throughout the City.

Objective 2a. Develop a strong citywide economy which attracts investment, increases the tax base, creates employment opportunities, and generates public revenue.

Goal 3. Enhance business retention and attraction.

FINANCIAL IMPACT

There is no estimated financial impact to the current FY 2018-2019 budget. The project will be subject to payment of applicable development and impacts fees and development will contribute to future property and sales tax revenues.

ATTACHMENTS:

Attachment A: December 20, 2018 Planning Commission staff report

Attachment B: Resolution of Approval 2018-38

Attachment C: Approved Plans

Attachment D. Letter in opposition from Jackson Tidus dated December 29, 2018

Attachment E. Carlton Browne Oxnard, LLC Appeal dated January 4, 2019

Attachment F. Google image and simulation

Shoe City Appeal (15/10/10)

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Attachment G. City Council Resolution Upholding the Planning Commission's Approval



**PLANNING COMMISSION
STAFF REPORT**

TO: Planning Commission

FROM: Paul McClaren, Associate Planner

DATE: December 20, 2018

SUBJECT: Planning and Zoning Permit No. 16-540-03 (Special Use Permit), Property Located at 2441 N. Vineyard Avenue.

- 1) Recommendation:** That the Planning Commission adopt a resolution approving Planning and Zoning Permit No. 16-540-03 (Special Use Permit), subject to certain findings and conditions.
- 2) Project Description and Applicant:** A request to construct a 15,940 square-foot, single story, multi-tenant commercial retail center and associated on-site improvements on a vacant 1.35 acre lot. The proposed project is located at 2441 N. Vineyard Avenue. The project is exempt from environmental review pursuant to Section 15332, Class 32 of the California Environmental Quality Act Guidelines. Filed by Alex Kang, Applicant, 879 W. 190th Street, Suite 935, Gardena, CA 90248.
- 3) Existing & Surrounding Land Uses:** The proposed project lies on the west side of North Vineyard Avenue approximately 125 feet south of West Esplanade Drive (See Attachment A).

Surrounding Land Uses			
Direction	Zoning	General Plan	Land Use
Project Site	General Commercial - Planned Development (C-2-PD)	Commercial General (CG)	Vacant
North	General Commercial - Planned Development (C-2-PD)	Commercial General (CG)	Food 4 Less Shopping Center
South	General Commercial - Planned Development (C-2-PD)	Commercial General (CG)	Single-story, multi-tenant commercial retail center.
Direction	Zoning	General Plan	Land Use

East	Commercial General* (C-2-PD)	Commercial Office (COF)	Topa Financial Plaza
West	General Commercial - Planned Development - All Affordable Housing Opportunity (C-2-PD-AH)	Commercial General (CG)	Former Levitz

* Zoning will be updated to be consistent with the General Plan as part of the General Plan Consistency Re-zoning.

4) Background Information: This site is the former home of a gas station approved in 1968 under PD82 and upgraded with a Special Use Permit (U1085) on March 21, 1985. Several minor modifications to U1085 were approved to allow additional automotive related uses. The gas station closed in 1998 but the auto repair remained open until 2001. The County of Ventura issued a Remedial Action Completion Certificate on June 20, 2007 for the removal and remediation of the three 15,000 gallon underground tanks. The site was determined to be clean and no further action was needed for the remediation. On December 4, 2008, the Planning Commission approved PZ 07-540-05 for a two-story, 21,861 square-foot mixed-use commercial building. On March 2, 2009, a demolition permit was issued to remove the three existing buildings on the site. The developer did not choose to exercise the rights granted under PZ 07-540-05 within 24 months and that entitlement became null and void per Condition 74 of Resolution 2008-78. The only occupants of the property since 2001 have been seasonal, temporary uses such as Christmas tree sales and the site has been cleared, except for the foundations, since 2009.

5) Environmental Determination: In accordance with Section 15332, Class 32 of the California Environmental Quality Act Guidelines (CEQA), projects characterized as in-fill on less than five acres and that are consistent with the General Plan and zoning designation may be found to be exempt. The proposed project is a new commercial/retail use in a General Commercial zone on an established 1.35-acre lot. Therefore, staff has determined that there is no substantial evidence that the project will have a significant effect on the environment and recommends that Planning Commission accept the Notice of Exemption (see Attachment B).

6) Analysis:

a) General Discussion: The project is a new 15,940 square-foot multi-tenant commercial building. The building will be divided into 3 to 8 tenant spaces with the anchor being a shoe outlet that has 35 retail locations throughout Southern California. The anchor will occupy the 6,000 square-feet closest to North Vineyard Avenue and the remaining space is divisible from 1,000 square-feet to 5,000 square-feet as needed by future tenants. The project should provide around 98 jobs in multiple shifts dependent on the number and type of tenants. The business hours are 10 a.m. to 10 p.m. daily.

The project will be compliant with Title 24 Green Building standards and a report will be

provided to demonstrate project compliance with California energy efficient standards.

- b) General Plan Consistency:** The City's 2030 General Plan land use designation for the subject site is General Commercial uses, which allows free-standing commercial uses along arterials.

Consistency with the 2030 General Plan is defined by the relationship between 2030 General Plan policies and the proposed project. The three consistency classification levels are:

- I. Direct Applicability to a Proposed Project or Program (full text of the policy and an explanation).
- II. Related or Indirect Applicability to the Proposed Project or Program (policy title and an explanation for each or groups of related or indirectly related policies).
- III. No or Distant Applicability to the Proposed Project or Program (all policies not listed as Level I and II are assumed to be consistent).

POLICY	LEVEL	POLICY OR TITLE	EXPLANATION
Community Development CD-9.2	I	Revitalization and Redevelopment	The project will take a dilapidated property and revitalize it by removing an old foundation, constructing a new modern building, and beautifying the property with new landscaping.
Community Development CD-9.4	I	View Corridor Preservation	The project has created a 30 foot landscape buffer along Vineyard Avenue, a designated scenic corridor.
Community Development CD-18.1	I	Attract New Business	The anchor shoe outlet store is new to Oxnard and additional new spaces will be available for lease to new businesses.
POLICY	LEVEL	POLICY OR TITLE	EXPLANATION

Infrastructure and Community Services ICS-8.4	I	New Development Requires Bicycle Improvements.	This project will provide the space necessary to continue the multi-use path.
Sustainable Community SC-4.1	I	Green Building Code Implementation	Project will comply with Title 24 Green Building Code
CD-3.4 CD-4.4 CD-14.1 CD-14.2 CD-14.3 Environmental Resources ER-10.1	II	Neighborhood Quality of life. Commercial Area Aesthetics. Design Review Process Development Advisory Committee Functions (DAC) Quality of Design Promote use of Native and Water Wise Plants	The Development Advisory Committee (DAC) review process led to changes in the project and/or conditions of approval that meet these Level II policies.
All others	III	All policies not listed above	No or Distant Applicability to the Proposed Project

- c) Conformance with Zoning Development Standards:** The proposed development is located in the General Commercial (C-2-PD) zone district. Applicable development standards of the C-2-PD zone have been compared with the proposed project, as follows:

DEVELOPMENT STANDARD	REQUIREMENT	PROPOSED	COMPLIES?
Max. building height	2 stories or 35 feet	30 feet	YES
Front yard setback	10 feet from property line	30 foot landscaping buffer to comply with 2030 General Plan for scenic roadways.	YES
Side yard setback	5 feet. Zero when abuts another C-2 zoned lot.	5' on the south 72' on the north	YES
Rear yard setback	15 feet if >16 feet in height	25' rear yard setback	YES
Floor Area Ratio	0.35:1 max (per GP)	0.27:1	YES
DEVELOPMENT STANDARD	REQUIREMENT	PROPOSED	COMPLIES?

Off-street parking:	Retail $15,940/250 = 64$ 1 space must be a motorcycle space 2 - 12' x 40' Loading zones	61 Standard spaces 4 accessible spaces 1 motorcycle space 66 total spaces 1 permanent 12'x 40' loading zone 1 shared 12' x 40' loading zone	YES with Commission approval (see Circulation and Parking discussion below)
Parking area Landscape Req. - Along streets/alleys - Parking/vehicle area	- Min. 10' along frontage. - Min 5' strip interior property lines. - Tree every 40' interior property lines - Minimum 5% of, exclusive of other required areas.	30' strip in front 20' strip in back 5' strip on interior lines Tree every 40' 7.7% of parking area is landscaped	YES
Trash enclosures & transformers	To be screened at installation.	Screened	YES
Rooftop equipment	May not protrude above height of parapet.	Screened	YES
Fence	- Cannot be located in the FY setback area - No chain link in FY 8 feet max height	Fence along back of property separating property from multi-use path	YES
Lighting	Comply with Section 16-320 of the City Code.	Conditioned to comply	YES

d) Site Design: The property has approximately 132 feet of frontage along Vineyard Avenue and averages 438 feet deep. The 1.35 acres includes a second parcel at the rear of the property creating a T-shaped lot with the top of the T at the rear of the property. The proposed building will occupy the southerly portion of the property with the store fronts on the north and west sides. The parking for the center will occupy the northerly portion of the property. Along the western edge of the property there is a 20 foot offer of dedication of land parallel and adjacent to the railroad for the City's future construction of a multi-use path (MUP) (**See Section (e) Circulation and Parking**). Vine covered fencing will be installed to separate the path from the railroad property. The fencing will be 6 feet in height and will match the fencing used to separate the path from the railroad at the Food 4 Less site to the north. On the east end of the property is a private road that connects the Food 4 Less site to Vineyard Avenue and there is a reciprocal access easement agreement between the two property owners for maintenance and upkeep of this road. Sidewalk will also be added to the roadway to complete the pedestrian access from Vineyard Avenue to the Food 4 Less site. On Vineyard Avenue the City sidewalks will be removed and replaced where necessary to provide standard sidewalk widths in the public right-of-way.

- e) Circulation and Parking:** The site can be accessed in three ways. Visitors can use the reciprocal access easement road coming from Food 4 Less and make a right turn into the site. Alternatively, visitors traveling southbound on Vineyard Avenue can make a right turn onto the easement road and then turn left into the property. Vineyard Avenue has a raised median that prevents visitors traveling northbound from making a left turn onto the easement road. As patrons enter the site from the easement road, they will drive over decorative concrete paving that helps to define the entrance and the pedestrian connectivity from Vineyard Avenue to the site and beyond to Food 4 Less. Once on the site, there is a central drive isle the entire length of the lot with perpendicular parking on each side. Finally, to provide truck and fire access, the parking lot also exits on the westerly end into the Food 4 Less site via a fire access easement. Per OCC 16-622, sixty-four parking spaces are required. The project is providing sixty-six parking spaces. Condition 48 of the resolutions (See Attachment C) requires that any modification of use of the property be able to provide parking as required by code.

Two 12'x 40' loading areas are required pursuant to section 16-644(A) of the Oxnard City Code. One permanent loading zone has been provided at the rear of the property along the multi-use path and a shared loading zone is provided that will be restricted before 10 a.m. for loading and will be available for patron parking during business hours. Section 16-644(B) OCC allows modification of the loading zone requirements by the Planning Commission or the Director in special circumstances based on the nature of the use or combination of uses, as well as the specific design characteristics of the project. Based on the size and occupancy of this site the, Development Advisory Committee felt that the proposed number of loading spaces (one) would be adequate to serve the site.

Three inverted-U bicycle racks with capacity for 6 bicycles have been provided and are spaced along the store frontage of the building. Three long-term bicycle lockers are also provided.

Multi-Use Path (MUP)/Bike Improvements: As part of the project, the developer is providing an irrevocable offer for a 20' wide stretch of land parallel to the railroad for the City's future construction of a MUP. The MUP was approved in the City's Bicycle and Pedestrian Facilities Master Plan (2012). The future construction of this MUP would allow users to exit the trail to access the businesses. At this time the City does not have funds to design or build the trail. Until such time as the City accepts the land, the 20' area will be maintained by the Developer.

- f) Building Design and Architecture:** The anchor store will occupy 6,000 square-feet of the retail space along Vineyard Avenue and this portion of the building will be thirty feet in height. The other stores elevations will range in height from 22 feet to 26 feet to break up the facade. The project went through multiple rounds of review with third party architectural consultants to ensure that the architecture was appropriate for a scenic roadway. The colors and materials will be complementary to the Food 4 Less site. The easterly and northerly elevations are the primary elevations but the southerly elevation is still visible from Vineyard Avenue so this facade will also have multiple materials to provide depth and interest. The entrances to the tenant spaces are framed by architectural

pillars on each side with a blade sign attached to one of the pillars. Metal awnings on the pedestrian arcade and wrapping around the west end of the building break up the flat front and help demarcate the entrances to the tenant spaces. The rooftop screening of equipment is integrated into the facade which adds height to this building.

- g) **Signs:** Condition 61 of the resolution requires that a master sign program be reviewed and approved by the Planning Manager. The sign program will ensure that signage for the shopping center is implemented per city code and presents an aesthetically pleasing and cohesive appearance. The sign program will include the signage on the building as well as a ground sign on Vineyard Avenue.
- h) **Landscaping and Open Space:** The site currently has 10 trees. An arborists report was prepared by L.A. Johnny Landscape Architects on September 5, 2017. The report recommends the removal of four trees appraised at a total value of \$900.00. Two of the trees to be removed are saplings and the other two are carrotwoods in poor condition. The trees are positioned on the site in locations that interfere with the parking lot design, are in poor health and would not survive relocation. To offset the removal of these trees four 36" box king palms will be added to the site as well as 23 other trees of various types. A total of 16% of the site will be landscaped. This includes the 30 foot deep buffer required along Vineyard Avenue which is a scenic roadway and 5' along the perimeter. Decorative hardscaping will define the entrance and provide a pedestrian path from Vineyard Avenue to the new shopping center and the Food 4 Less site.
- 7) **Development Advisory Committee:** The Development Advisory Committee (DAC) reviewed this project on March 8, 2017 and again on October 4, 2017. Recommendations of the DAC are included in the attached resolution as conditions (See Attachment C).
- 8) **Community Workshop and Public Input:** On May 4, 2018, the applicant mailed notices of the Community Workshop meeting to all property owners within the Rio Lindo Neighborhood. A notice of this meeting was posted on the project site with a brief description and contact information. The Community Workshop was conducted on May 14, 2018. A number of community members had questions and comments about the project. Most of the community members were happy to see something being done on the lot as the currently vacant site is considered an eyesore by these community members. However, while the community was positive about a project, they were not enthusiastic about the aesthetic qualities of the architecture for the proposed project. Similar concerns had been expressed by third party architectural review. As a result of the community workshop comments, third party architectural review and discussions with the Planning Manager the applicant chose to redesigned the elevations to address the concerns. The layout of the building has not changed since the community workshop but the elevations were completely redesigned and sent back to the City's architectural consultant. The consultant had some minor suggestions for improvements that have been addressed and overall the feedback was positive. The project now presents something that is more cohesive with the architectural styles of adjacent retail centers.
- 9) **Appeal Procedure:** In accordance with Section 16-545 of the City Code, the Planning Commission's action may be appealed to the City Council within 18 days after the decision

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date. Appeal forms may be obtained from the City Clerk and must be submitted with the appropriate fees before the end of the appeal period.

Attachments:

- A. Maps (Vicinity, General Plan, Zoning)
- B. Notice of Exemption
- C. Resolution
- D. Reduced Project Plans

RESOLUTION NO. 2018-38

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 16-540-03 (SPECIAL USE PERMIT) TO DEVELOP A 15,940 SQUARE-FOOT, SINGLE STORY, MULTI-TENANT COMMERCIAL RETAIL CENTER AND ASSOCIATED ON-SITE IMPROVEMENTS ON A VACANT 1.35 ACRE LOT, SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. THE PROPOSED PROJECT IS LOCATED AT 2441 N. VINEYARD AVENUE. FILED BY ALEX KANG, APPLICANT, 879 W. 190TH STREET, SUITE 935, GARDENA, CA 90248.

WHEREAS, on December 29, 2016, Alex Kang, (the “**Applicant**”), submitted a request to construct a 15,940 square-foot, single story, multi-tenant commercial retail center and associated on-site improvements on a vacant 1.35 acre lot located at 2441 N. Vineyard Avenue; and

WHEREAS, on December 20, 2018, the Planning Commission of the City of Oxnard (“**Planning Commission**”) conducted a duly noticed public hearing to consider Applicant’s request to approve Planning and Zoning Permit No. 16-50-03 (Special Use Permit), to construct a 15,940 square-foot, single story, multi-tenant commercial retail center and associated on-site improvements on a vacant 1.35 acre lot (the “**Project**”) in accordance with Section 16-530 through 16-553 of the Oxnard City Code; and

WHEREAS, the Planning and Environmental Services Division has completed a preliminary environmental assessment of the Project in accordance with the California Environmental Quality Act (CEQA) and determined that the Project is subject to a Class 32 Categorical Exemption.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF OXNARD:

SECTION 1. Based on the entire record before the Planning Commission and all written and oral evidence presented, including the Planning Commission Staff Report and all attachments thereto, the Planning Commission finds:

- (1) **The proposed use is in conformance with the City of Oxnard General Plan and the elements thereof and other adopted standards.**

The proposed use is consistent with the 2030 General Plan, and the elements thereof and other adopted standards, as discussed in Section 6(b) of the Planning Commission Staff Report.

- (2) **The proposed use will not adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare.**

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 PZ 16-540-03 (SUP)
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The Project is designed to be architecturally compatible with the design of the surrounding buildings in the region and is in compliance with applicable City codes for development of new commercial structures.

- (3) **The site for the proposed use is adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping and all items required by the conditions of approval.**

The Project meets all pertinent development standards, discussed in greater detail in Section 6(c) of the Planning Commission Staff Report.

- (4) **The site for the proposed use will be served by highways adequate in width and improved as necessary to carry the kind and quantity of traffic such use will generate.**

The Project will be adequately served by all existing infrastructure as reviewed at the Development Advisory Committee meeting and will generate minimal impact of traffic on streets and highways as determined by the City Traffic Engineer.

- (5) **The site for the proposed use will be provided with adequate sewerage, water, fire protection and storm drainage facilities.**

The Project will be served by existing water and sewer connections. In accordance with the Stormwater Quality Conditions of this Resolution, the Project's design will comply with stormwater control measures as required by the Los Angeles Regional Water Quality Control Board's municipal separate storm sewer system ("MS4") permit.

SECTION 2. In accordance with CEQA guidelines, §15332, the project qualifies as a Class 32 categorical exemption (In-fill Development Projects). This section pertains to environmentally benign infill projects that are consistent with the General Plan and Zoning requirements. The Planning and Environmental Services Division is hereby authorized and directed to file a Notice of Exemption with the Ventura County Clerk pursuant to Section 15602 of the State CEQA Guidelines within five (5) working days of passage, approval and adoption of this Resolution.

SECTION 3. Based on the findings set forth herein, the Planning Commission hereby approves Planning and Zoning Permit 16-540-03 (Special Use Permit), subject to the attached conditions of approval.

SECTION 4. The decision of the Planning Commission shall be final unless an appeal of the action is filed in accordance with the provisions of Section 16-545 of the Oxnard City Code.

SECTION 5. The Secretary shall certify the adoption of this Resolution.

**STANDARD CONDITIONS OF APPROVAL
 FOR LAND USE PERMITS**

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Note: The abbreviations below identify the City department or division responsible for determining compliance with these standard conditions. The first department or division listed has responsibility for compliance at plan check, the second during inspection and the third at final inspection, prior to issuance of a certificate of occupancy, or at a later date, as specified in the condition. If more than one department or division is listed, the first will check the plans or inspect the project before the second confirms compliance with the condition. The italicized code at the end of each condition provides internal information on the source of each condition: Some are standard permit conditions (e.g. *G-1*) while some are taken from environmental documents (e.g. *MND-S2*).

DEPARTMENTS AND DIVISIONS			
CA	City Attorney	PL	Planning Division
DS	Dev Services/Eng Dev/Inspectors	TR	Traffic Division
PD	Police Department	B	Building Plan Checker
SC	Source Control	FD	Fire Department
PK	Landscape Design	CE	Code Compliance

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, *G-1*).
2. This permit is granted for the plans dated August 29, 2018, (“the plans”) on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning and Environmental Services Manager (“Planning Manager”) or a major modification to the plans is approved by the Planning Commission. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A major modification shall be required for substantial changes or increases in such items. (PL, *G-2*)
3. This permit shall automatically become null and void 36 months from the date of its issuance, unless Developer has diligently developed the proposed project, as shown by the issuance of a grading, foundation, or building permit and the construction of substantial improvements. (PL, *G-3*)
4. All required off-site and on-site improvements for the project, including structures, paving, and landscaping, shall be completed prior to occupancy unless the Development Services Manager allows Developer to provide security or an executed agreement approved by the City Attorney to ensure completion of such improvements. (DS, *G-4*)
5. By commencing any activity related to the project or using any structure authorized by this permit, Developer accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein. (CA, *G-5*)

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6. Developer agrees, as a condition of adoption of this resolution, at Developer's own expense, to indemnify, defend and hold harmless the City and its agents, officers and employees from and against any claim, action or proceeding to attack, review, set aside, void or annul the approval of the resolution or any condition attached thereto or any proceedings, acts or determinations taken, done or made prior to the approval of such resolution that were part of the approval process. (CA, G-6)
7. Developer shall complete the "Notice of Land Use Restrictions and Conditions" form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, Developer shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL, G-8)
8. Developer shall provide off-street parking for the project, including the number of spaces, stall size, paving, striping, location, and access, as required by the City Code. (PL/B, G-9)
9. Before placing or constructing any signs on the project property, Developer shall obtain a sign permit from the City. Except as provided in the sign permit, Developer may not change any signs on the project property. (PL/B, G-10)
10. Developer shall obtain a building permit for any new construction or modifications to structures, including interior modifications, authorized by this permit. (B, G-11)
11. Developer shall not permit any combustible refuse or other flammable materials to be burned on the project property. (FD, G-12)
12. Developer shall not permit any materials classified as flammable, combustible, radioactive, carcinogenic or otherwise potentially hazardous to human health to be handled, stored or used on the project property, except as provided in a permit issued by the Fire Chief. (FD, G-13)
13. If Developer, owner or tenant fails to comply with any of the conditions of this permit, the Developer, owner or tenant shall be subject to a civil fine pursuant to the City Code. (CA, G-14)
14. Prior to issuance of building permits, Developer shall correct all violations of the City Code existing on the project property for which the Code Compliance Division has open cases. (PL, G-15).

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LANDSCAPE STANDARD CONDITIONS

15. Prior to issuance of a certificate of occupancy, Developer shall install landscape and automatic irrigation systems that have been approved by Parks and Facilities Superintendent. (PK, PK-3)
16. Developer shall properly maintain landscape planting and all irrigation systems as required by the City Code and as specified by this permit. Failure of Developer to do so may result in the revocation of this permit and initiation of legal proceedings against Developer to ensure compliance. (PK, PK-4)
17. Prior to the issuance of a certificate of occupancy, Developer shall provide a watering schedule to the building owner or manager and to Planning Division or designee. The irrigation system shall include a smart irrigation meter capable of automatically adjusting the water schedule based on weather conditions to include rain shut-off devices. (PK, PK-5)
18. All trees planted or placed on the property by Developer shall be at least 24-inch-box size. All shrubs and vines shall be at least five-gallon size, except as otherwise specified by this permit. (PK, PK-6)
19. Developer shall install an irrigation system that includes a water sensor shut off device as a water conservation measure. (PK, PK-22)
20. At time of submittal to the Building and Engineering Division for plan check, Developer's Landscape Architect or Architect shall provide the City with written confirmation that they have reviewed the civil engineering construction drawings and that the NPDES requirements are not in conflict with meeting the City's landscape requirements. (PK, PK-23)
21. Developer shall include a note on the Landscape Plans submitted to the Building and Engineering Division for a building permit that "all landscaping and irrigation comply with Ordinance No. 2822, which adopted the City of Oxnard Landscape Water Conservation Standards, and applicable water conservation requirements of the State of California". (PK, PK-24)
22. At the time of Plan Check submittal, the landscape plans shall contain an exhibit titled "Tree Tabulation Chart". The Tree Tabulation Chart shall contain a listing of all existing trees on site and shall refer to them by number as identified in the Arborist's Tree Report. The Tree Tabulation Chart shall clearly list all trees to remain, be removed or transplanted. The Chart shall contain the Arborist's economic appraisal value of each tree(s) removed as well as computations and calculations showing how the value of the removed tree(s) was put back into new tree sizes for the project that are in addition to meeting the City's minimum tree size of 24" box. (PK)

FIRE DEPARTMENT STANDARD CONDITIONS

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23. Developer shall construct all vehicle access driveways on the project property to be at least 26 feet wide. Developer shall mark curbs adjacent to designated fire lanes in parking lots to prohibit stopping and parking in the fire lanes. Developer shall mark all designated fire lanes in accordance with the California Vehicle Code. (FD/B, F-1)
24. All roof covering materials on the project property shall be of non-combustible or fire retardant materials approved by the Fire Chief and in compliance with the City Code. (FD, F-2)
25. Before the City issues building permits, Developer shall obtain the Fire Chief's approval of a plan to ensure fire equipment access and the availability of water for fire combat operations to all areas of the project property. The Fire Chief shall determine whether or not the plan provides adequate fire protection. (FD/DS, F-3)
26. At Developer's expense, Developer shall obtain two certified fire flow tests for the project property. The first test shall be completed before City approval of building plans and the second shall be completed after construction and prior to the issuance of a certificate of occupancy. A mechanical, civil, or fire protection engineer must certify the tests. Developer shall obtain permits for the tests from the Engineering Division. Developer shall send the results of the tests to the Fire Chief and the City Engineer. (FD/DS, F-4)
27. All structures on the project property shall conform to the minimum standards prescribed in Title 19 of the California Code of Regulations. (FD, F-5)
28. The project shall meet the minimum requirements of the "Fire Protection Planning Guide" published by the Fire Department. (FD, F-6)
29. At all times during construction, developer shall maintain paved surfaces capable of handling loads of 76,000 pounds which will provide access for fire fighting apparatus to all parts of the project property. (FD/DS, F-7)
30. Developer shall identify all hydrants, standpipes and other fire protection equipment on the project property as required by the Fire Chief. (FD, F-8)
31. Developer shall provide central station monitoring of the fire sprinkler system and all control valves. (FD, F-10)
32. Developer shall provide automatic fire sprinklers as required by the City Code (to include the trash enclosures) and shall contact the Fire Chief to ascertain the location of all connections. (FD, F-12)

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FIRE DEPARTMENT SPECIAL CONDITIONS

33. Plans shall show and identify all fire hydrants and fire service features on the project property and 150 Ft. radius of coverage from center of hydrant. Additional hydrants may be required once this information is provided.
34. Applicant shall provide a loop hydrant system for this project.
35. The FDC/Backflow must be within 50 feet of a hydrant.

POLICE DEPARTMENT CONDITIONS

36. Prior to the issuance of building permits, applicant shall receive approval of a site security plan from the Chief of Police or his designee.
37. A site security plan shall be submitted with the building plans and shall include:
 - a. A plan sheet documenting the floor plan and placement of cameras, camera control equipment, floor safe or similar non-movable safe.
 - b. Cash handling policy document which clearly guides employees on preparing cash trays, money drops for safe, bank deposit procedures, robbery and burglary alarm use, and what to do in the event of a robbery or other dangerous event.
 - c. Designation of a location where employees can prepare cash trays and count cash out of the view of customers.
38. The project will comply with the Outdoor Lighting Code and Guidelines.
 - a. Outdoor lighting shall comply with Title 24, Part 6, of the California Code of Regulations: California's Energy Efficiency Standards for Residential and Nonresidential Buildings.
 - b. Unless approved as a specific exception to this guideline, all outdoor lighting shall be flat lens, full cut-off fixtures with the light source fully shielded with the following exceptions:
 1. Luminaires with a maximum output of 260 lumens per fixture, regardless of number of bulbs (equal to one 20-watt incandescent light), may be left unshielded provided the fixture has an opaque top to keep light from shining directly up.
 2. Luminaires that have a maximum output of 1,000 lumens per fixture, regardless of number of bulbs (equal to one 60-watt incandescent light) may be partially shielded provided the bulb is not visible, and the fixture has an opaque to keep light from shining directly up.
39. Landscape elements shall be arranged to provide clear lines of sight and eliminate potential places of concealment.
40. Security camera systems shall meet or exceed the below standards:
 - a. Cameras and supporting equipment shall supply digital color images under normal lighting conditions. Greyscale images are expected for infra-red lighting.

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- b. Cameras shall be made by a reputable manufacturer and maintained to current industry standards.
 - c. Cameras shall have low light capability and able to identify persons conducting transactions or entering the business.
 - d. The video system shall utilize a Digital Video Recorder (DVR). VHS and other formats are prohibited.
 - e. The video system shall allow recording, live viewing and playback of recorded video for a period of a period of at least 30 days.
 - f. Recorded images shall bear a date and time stamp that cannot be altered.
 - g. Prior to the installation of a security camera system the applicant shall submit a plan showing location of cameras and the scope of their capture area. The plan shall include a list of components and a web address where a description of the component's specifications can be located.
 - h. Signage shall be posted near the primary public building entrance which states in 2" letters: "These premises are monitored by a security camera system".
 - i. Cameras in domed casings are highly encouraged as their area of focus is not easily determined by a casual observer.
 - j. Signs shall be posted on the property indicating that "Security Cameras in Use".
41. If an alarm system is installed, it shall be compliant with Oxnard City Code 11-95 through 11-100. Motion detection burglary or intrusion alarm systems shall utilize "Dual Technology" sensors capable of differentiating between human movement and non-human movement.
42. All non-custody, non-violent crimes occurring in the business shall be reported to the Oxnard Police Department via its Internet based reporting system which can be found at oxnardpd.org. The business shall supply a full report including statements, circumstances, and any related photographic evidence.
43. Prior to issuance of a certificate of occupancy, the Applicant will contact the Police Department's Compliance Specialist for review and inspection of installed cameras and alarm systems.

PLANNING DIVISION STANDARD CONDITIONS

44. Plans submitted by Developer with building permit applications shall show on the building elevation sheets all exterior building materials and colors, including product and finish manufacturer name, color name and number, and surface finish type (such as: stucco with sand finish, plaster with smooth finish) to be used in construction. (PL/B, PL-1)
45. Any application for a minor modification to the project shall be accompanied by four copies of plans reflecting the requested modification, together with applicable processing fees. (PL, PL-2)

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46. Before the City issues building permits, Developer shall include a reproduction of all conditions of this permit as adopted by resolution of the Planning Commission and/or the City Council in all sets of construction documents and specifications for the project. (PL, *PL-3*)
47. Before the City issues building permits, Developer shall provide to the Planning Division Manager color photographic reductions (11" by 17") of elevations and any other colored exhibit approved by the Planning Commission. (PL, *PL-4*)
48. Developer may not modify any use approved by this permit unless the Planning Division Manager determines that Developer has provided the parking required by the City Code for the modified use. (PL, *PL-7*)
49. During the plan check review process, the Developer shall provide a lighting plan that provides design details (light standards, bollards, wall mounted packs, etc.) and illumination site information within alleyways, pathways, streetscapes, and open spaces proposed throughout the development. An electrical engineer shall prepare the site lighting plan demonstrating that adequate lighting ranges will be provided throughout the development without creating light spillover, light pollution, or conflicts with surrounding factors such as tree locations, off-site or adjacent lighting. (PL)
50. Prior to issuance of building permits, Developer shall demonstrate that light standards illustrated on conceptual lighting plan do not conflict with tree locations. Developer shall submit a plan showing both the lighting and landscape on the same sheet.
51. Project on-site lighting shall be of a type and in a location that does not constitute a hazard to vehicular traffic, either on private property or on adjoining streets. To prevent damage from vehicles, standards in parking areas shall be mounted on reinforced concrete pedestals or otherwise protected. Developer shall recess or conceal under-canopy lighting elements so as not to be directly visible from a public street. Developer shall submit a lighting plan showing standard heights and light materials for design review and approval of the Planning Division Manager. (PL/B, *PL-8*)
52. In order to minimize light and glare on the project property, all parking lot and exterior structure light fixtures shall be high cut-off type that divert lighting downward onto the property and shall not cast light on any adjacent property or roadway. (PL, *PL-9*)
53. Developer shall provide for dust control at all times during project property preparation and construction activities. (B/DS, *PL-13*)
54. Developer agrees to participate in a water conservation program that includes refitting water fixtures existing on the project property with water conserving devices within residences or businesses in the City's water service area, if such a program is in effect when building permits are issued for this project. Among the requirements of such a program might be refitting existing toilets, faucets, shower heads, landscaping irrigation or other fixtures and items that consume water within the structure. (PL, *PL-14*)

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55. Because of water limitations placed upon the City by its water providers, approval of this permit does not guarantee that the City will issue building permits. Issuance of building permits may be delayed as a result of implementation of a water conservation or allocation plan. (PL, *PL-15*)
56. Prior to issuance of building permits, Developer shall pay a document imaging fee for the planning files in an amount calculated by planning staff at the time of building permit review based on fees then in effect. (PL/B, *PL-16*).
57. Developer shall participate in the City's Public Art Program by paying the Public Art fee prior to issuance of building permits, in accordance with City Council Resolution No. 14,124. (PL, *PL-50*)
58. Developer shall recess or screen roof heating and cooling systems and other exterior mechanical equipment from adjoining property and public streets, as required by this permit. Plumbing vents, ducts and other appurtenances protruding from the roof of structures shall be placed so that they will not be visible from the front of the property or other major public vantage points. Developer shall include a note on the construction plumbing drawings of exterior elevations to indicate to contractors that roof features shall be grouped and located in the described manner. Roof vents shall be shown on construction drawings and painted to match roof material color. (PL/B, *PL-41*)
59. Developer shall install all roof and building drainpipes and downspouts inside building elements. These items shall not be visible on any exterior building elevations. (PL, *PL-42*)
60. For any exterior utility meter panels, developer shall provide screening or an enclosure such that the panels are screened from public view. Such panels shall be located to take advantage of screening (e.g. landscaping or other building elements) from public right-of-ways, to the maximum extent feasible. (PL, *PL-43*)
61. Before the City issues building permits, Developer shall submit and obtain approval from the Planning Manager of a master sign program for the project, which shall indicate on the site plan the elevations, the size, placement, materials, and color of all proposed free-standing and building signs. The square footage of all signs for the project shall not exceed the total square footage allowable by City Code. (PL/ B, *PL-46*)
62. Prior to issuance of a certificate of occupancy, Developer shall remove all construction materials and vehicles from the subject property. (PL/B, *PL-47*)
63. Developer shall stripe loading zones for loading and unloading activities only and post to prohibit storage or other non-loading activity within the loading zone. The shared loading zone will be available for patron parking between the hours of 10:00 a.m. and 10:00 p.m. (PL/B, *PL-49*)

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64. Developer shall install toilets that have automatic flush sensors in all public restrooms. Such toilets shall be included on the plans submitted for a building permit and shall be maintained and in working order at all times. (PL)
65. Developer shall install individual mirrors above each sink in a public restroom to the satisfaction of the Planning Division Manager. The details of such mirrors shall be approved prior to issuance of a building permit. Developer shall remove graffiti from the mirrors or replace the mirrors within 24 hours of graffiti appearance. (PL)
66. Developer shall remove any and all graffiti from the project premises, including but not limited to graffiti within the building, such as in restrooms or fitting rooms, within 24 hours of its appearance. The surface of such affected areas shall be matched to blend in with the underlying colors and/or design, and shall not look like a paint patch. (PL)
67. Before the City issues building permits, Developer shall provide a Graffiti Deterrent Plan, subject to the approval the Planning Division Manager. Such plan shall include such elements as clear film on windows and/or mirrors, as well as washable paint and sealers on the building and perimeter walls. (PL)
68. Developer shall ensure that all construction equipment is maintained and tuned to recommended manufacturer's specifications. (MND, C-1)
69. At all times during construction activities, Developer shall minimize the area disturbed by clearing, grading, earth moving, or excavation operations to prevent excessive amounts of dust. (MND, C-2)
70. During construction, Developer shall water the area to be graded or excavated prior to commencement of grading or excavation operations. Such application of water shall be at least twice per day and shall penetrate sufficiently to minimize fugitive dust during grading activities. (MND, C-3)
71. During construction, Developer shall control dust by the following activities:
 - a. All trucks hauling graded or excavated material off-site shall be required to cover their loads as required by California Vehicle Code §23114, with special attention to Sections 23114(b)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads.
 - b. All graded and excavated material, exposed soils areas, and active portions of the construction site, including unpaved onsite roadways, shall be treated to prevent fugitive dust. Treatment shall include, but not necessarily be limited to, periodic watering, application of environmentally-safe soil stabilization materials, and/or roll-compaction as appropriate. Watering shall be done as often as necessary and reclaimed water shall be used whenever possible. (MND, C-4)
72. During construction, Developer shall post and maintain onsite signs, in highly visible areas, restricting all vehicular traffic to 15 miles per hour or less. (MND, C-5)

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73. During periods of high winds (i.e. wind speed sufficient to cause fugitive dust to impact adjacent properties), Developer shall cease all clearing, grading, earth moving, and excavation operations to prevent fugitive dust from being a nuisance or creating a hazard, either onsite or offsite. (MND, C-6)
74. Prior to grading permit approval, Developer shall include on the grading plans a reproduction of all conditions of this permit pertaining to dust control requirements. (PL)

ENVIRONMENTAL RESOURCES DIVISION STANDARD CONDITIONS

75. To ensure that solid waste generated by the project is diverted from the landfill and reduced, reused or recycled, Developer shall complete and submit a “City of Oxnard C&D Environmental Resources Management & Recycling Plan” (“Plan”) to the City for review and approval. The Plan shall provide that at least 50% of the waste generated on the project be diverted from the landfill. The Plan shall include the entire project area, even if tenants are pursuing or will pursue independent programs. The Plan shall be submitted to and approved by the Environmental Resources Division prior to issuance of a building permit. The Plan shall include the following information: material type to be recycled, reused, salvaged or disposed; estimated quantities to be processed; management method used; destination of material including the hauler name and facility location. Developer shall use the Plan form.
76. Developer shall follow the approved “City of Oxnard C&D Environmental Resources Management & Recycling Plan” and provide for the collection, recycling, and/or reuse of materials (i.e., concrete, wood, metal, cardboard, green waste, etc.) and document results during construction and/or demolition of the proposed project. After completion of demolition and/or construction, Developer shall complete and submit the “City of Oxnard C&D Environmental Resources Management & Recycling Report For Work Completed” (“Work Completed Report”) and provide legible copies of weight tickets, receipts, or invoices for materials sent to disposal or reuse/recycling facilities. For other discarded or salvaged materials, Developer shall provide documentation, on the disposal facility’s letterhead, identifying where the materials were taken, type of materials, and tons or cubic yards disposed, recycled or reused, and the project generating the discarded materials. Developer shall submit and obtain approval of the Work Completed Report prior to issuance of a certificate of occupancy.
77. Developer shall arrange for materials collection during construction, demolition, and occupancy with the City’s Environmental Resources Division or Developer shall arrange for self-hauling. Regardless of hauling methods, all materials collected must be conveyed to the Del Norte Regional Recycling and Transfer Station.
78. Developer shall make provisions to divert at least 50% of the waste material generated during occupancy through source reduction, recycling, reuse, and green waste programs. Developer shall complete and submit a “City of Oxnard C&D Environmental Resources Management & Recycling Occupancy Plan” (“Occupancy Plan”) to the City’s Environmental Resources Division. An Occupancy Plan must be submitted and approved

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prior to issuance of a certificate of occupancy. An Occupancy Plan must be submitted and approved prior to issuance of a certificate of occupancy. A "City of Oxnard C&D Environmental Resources Management and Recycling Occupancy Report" shall be submitted to the Environmental Resources Division annually for approval on the anniversary date of the certificate of occupancy or at any such time that the facility's operational functions change significantly.

79. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a manner approved by the City Engineer.

DEVELOPMENT SERVICES DIVISION STANDARD CONDITIONS

80. Developer shall pay plan check and processing fees in effect at the time of construction plan submittal and shall pay development fees, encroachment permit fees, and other applicable fees in effect at permit issuance. (DS-1)
81. Developer's Engineer shall design parking lot structural sections based on an analysis of the soils R-value and a traffic index (T.I.) approved by the City Engineer. The minimum structural section for parking lots is two inches of asphalt on four inches of base material. Developer shall indicate the proposed structural section and design T.I. on the site improvement plans. (DS-2)
82. Developer shall have the site improvement plans prepared using standard Development Services Division format(s) by a civil engineer licensed in the State of California. The plans shall incorporate recommendations from soil engineering and geology reports. Prior to issuance of a grading permit, improvement plans must be approved by the City Engineer and ink-on-mylar plans filed with the Development Services Division. (DS-3)
83. Developer shall submit improvement plans and drainage calculations demonstrating that storm drain runoff from the project property and all upstream areas will be safely conveyed to an approved drainage facility. The design and conveyance route shall be compatible with the City's Master Plan of Drainage and shall be approved by the City Engineer prior to approval of improvement plans. (DS-4)
84. Developer shall protect building pads from inundation during a 1% chance (100 year) storm. (DS-5)
85. Developer shall replace all broken, uplifted, or missing curb, gutter, or sidewalk along the street frontage(s) of the project. (DS-6)
86. Before connecting the project to existing sewer and water service laterals, Developer shall inspect (pothole or video) existing lateral(s) and arrange for City staff to view inspection results. Developer shall make repairs to such facilities as determined necessary by City staff. Developer shall bring all existing water services into compliance with current City standards including removal of unused water or sewer laterals by disconnection at the main. (DS-7)

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87. Curb cut widths and design shall conform to City ordinances, standards, and policies in effect at the time City issues an encroachment permit. (DS-9)
88. Developer's site improvement plans shall include an onsite sewer plan. (DS-10)
89. Developer shall install onsite and offsite electric, cable, telephone and similar utility service laterals underground in accordance with City ordinances in effect at the time City issues a building permit. Services shall be installed underground to the nearest suitable riser pole as determined by the appropriate utility service provider. (DS-12)
90. Developer shall enter into an agreement, approved as to form by the City Attorney, to install and construct all public improvements required by this permit and by the City Code. Developer shall post security satisfactory to the Finance Director, guaranteeing the installation and construction of all required improvements within the time period specified in the agreement or any approved time extension. (DS-14)
91. A California licensed civil engineer shall prepare the public improvement plans and documents for this project in accordance with City standards and shall submit all such plans to the City Engineer. Submittal shall include, but not necessarily be limited to, grading, street, drainage, sewer, water and other appurtenant improvement plans, construction cost estimates, soils reports, and all pertinent engineering design calculations. City will not approve a parcel map or final map nor issue a grading, site improvement or building permit until the City Engineer has approved all improvement plans. (DS-15)
92. Prior to issuance of a site improvement permit, Developer shall provide to the Development Services Division a compact Disc (CD) containing digital copies of all project maps, address map, and/or civil improvements drawings in DWG format. Prior to improvement bond release, Developer shall provide an updated CD containing all changes that occur during construction. (DS-16)
93. Developer shall provide all necessary easements for streets, highways, alleys, sidewalks, parkways, landscaping, utilities, drainage facilities, or other improvements as required by City. If such easements cannot be obtained from the property owner by negotiation, City may acquire them at the expense of Developer by exercise of the power of eminent domain. Developer shall bear all costs of eminent domain proceedings, including appraisal, acquisition, attorney's fees, and court costs. Before City issues a site improvement permit, Developer shall dedicate all required easements to City. (DS-19)
94. Developer shall remove graffiti from the project, including graffiti on offsite public infrastructure under construction by Developer, within 24 hours of its appearance. If Developer fails to remove graffiti in accordance with this condition, the City may at the discretion of the Development Services Manager issue a stop work order until such time as the graffiti is removed. (DS-20)

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95. The conditions of this resolution shall prevail over all omissions, conflicting notations, specifications, dimensions, typical sections, and the like, that may or may not be shown on the improvement plans. (DS-21)
96. Developer shall pay the cost of all inspections of onsite and offsite improvements. (DS-22)
97. Developer shall be responsible for all project related actions of Developer's employees, contractors, subcontractors, and agents until City accepts the improvements. (DS-23)
98. Prior to beginning construction, Developer shall designate in writing an authorized agent who shall have complete authority to represent and to act for Developer. The authorized agent shall be present at the work site whenever work is in progress. Developer or the authorized agent shall make arrangements acceptable to City for any emergency work. When City gives orders to the authorized agent to do work required for the convenience and safety of the general public because of inclement weather or any other cause, and the orders are not immediately acted upon by the authorized agent, City may do or have such work done by others at Developer's expense. (DS-24)
99. "Standard Specifications for Public Works Construction" latest edition (including modifications thereto by City) and applicable City Standard Plates and Design Criteria shall be the project specifications, except as noted otherwise on the approved improvement plans. City reserves the right to upgrade, add to, or revise these specifications and plans and all other City ordinances, policies, and standards. If the improvements required of this project are not completed within 12 months from the date of City's approval of the improvement plans, Developer shall comply with and conform to any and all upgraded, additional or revised specifications, plans, ordinances, policies and standards. (DS-27)
100. Developer shall retain a California licensed Civil Engineer to ensure that the construction work conforms to the approved improvement plans and specifications and to provide certified "asbuilt" plans after project completion. Developer's submittal of certified "asbuilt" plans is a condition of City's final acceptance of the project and release of any associated security. (DS-29)
101. All grading shall conform to City's standard grading notes, City Code, and recommendations of Developer's soils engineer as approved by the City Engineer. (DS-30)
102. Developer shall design all slopes steeper than 5 (horizontal) to 1 (vertical) with a minimum 18 inch wide level area (at both top and bottom of slope) where it adjoins a wall, fence, sidewalk, trail, curb or similar improvement. (DS-32)
103. Developer shall design project grading to convey stormwater to a street, alley, or approved drain so that there are no undrained depressions. (DS-35)
104. Prior to issuance of a site improvement permit, Developer shall provide to the City Engineer easements or written consent (as determined appropriate by the Development

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- Services Director) from all affected landowners for any diversion of historical flows or change in drainage conditions caused by the project. (DS-36)
105. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a manner approved by the City Engineer. (DS-38)
106. Developer shall install water mains, fire hydrants and water services in conformance with City standard plates, design criteria and specifications as directed by the City Engineer. (DS-41)
107. Developer shall install City approved backflow prevention devices for water connections if so ordered by the City Engineer. (DS-45)
108. Prior to designing the water system for the project, Developer shall have a certified fire flow test performed to determine existing water pressure and flow characteristics. The water system shall be designed to allow for a 10 psi drop in the static water pressure measured during the fire flow test. After construction and before City issues a certificate of occupancy, the City Engineer may require a second test. Developer shall obtain permits from the City Engineer prior to performing tests. Developer shall have all tests certified by a mechanical, civil, or fire protection engineer and provide written results of all tests to the City Engineer. (DS-47)
109. Developer shall submit a landscape irrigation plan prepared by a licensed professional, showing proper water meter size, backflow prevention devices, and cross connection control. (DS-59)
110. Developer shall be responsible for and bear the cost of replacement of all existing survey monumentation (e.g., property corners) disturbed or destroyed during construction, and shall file appropriate records with the Ventura County Surveyor's Office. (DS-64)
111. Developer shall construct a concrete apron along the length of the trash enclosure opening that extends a minimum of 15 feet from the face of the enclosure. (DS-69)
112. Developer shall provide adequate vehicle sight distance as specified by CalTrans specifications at all driveways and intersections. (TR-71)
113. Developer shall install bike racks in accordance with City standards at locations approved by City Traffic Engineer. (TR-73)
114. Developer shall design project to minimize degradation of stormwater quality by complying with the applicable sections of the Los Angeles Regional Water Quality Control Board's municipal separate storm sewer system ("MS4") permit (Order R4-2010-0108 including all revisions) for new development and redevelopment projects. Developer shall submit stormwater quality calculations and associated construction plans demonstrating compliance with the MS4 permit. Calculations shall generally be organized to follow the

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steps outlined in Chapter 2 of the 2011 Technical Guidance Manual for Stormwater Control Measures ("2011 TGM"). (DS-78)

115. Developer's stormwater quality calculations shall include site specific analysis and recommendations from a geotechnical engineer, and if applicable, a landscape architect for design and implementation of stormwater treatment and infiltration devices. Geotechnical Engineering analysis and recommendations shall include, but not necessarily be limited to, determination of site specific soil infiltration rates, depth to permeable soil layers, methods to reach permeable soil layers, appropriate compaction rates, recommendations to enhance infiltration, and other requirements of the 2011 TGM. Landscape architectural recommendations shall include, but not necessarily be limited to, suggestions regarding appropriate vegetation and soil amendments for vegetated infiltration devices. Project plans shall implement approved design recommendations. (DS-81)
116. Using forms provided by the Development Services Division, Developer shall submit a stormwater quality control measures maintenance and operations plan ("the Plan") for this project. If the BMPs implemented with this project include proprietary products that require regular replacement and/or cleaning, Developer shall provide proof of a contract with an entity qualified to provide such periodic maintenance. The property owner is responsible for the long-term maintenance and operation of all BMPs included in the project design. Upon request by City, property owner shall provide written proof of ongoing BMP maintenance operations. No grading or building permit shall be issued until the Development Services Manager approves the Plan and Developer provides an executed copy of the City's stormwater covenant with the Plan included as an exhibit for recordation by the City. (DS-82)
117. Developer's stormwater quality control measures maintenance and operations plan shall include: 1) Requirement to clean on-site storm drains at least twice a year; once immediately before the first of October (the beginning of the rainy season) and once in January. The City Engineer may require additional cleaning; 2) Requirement to maintain parking lots free of litter and debris. Developer shall sweep sidewalks, drive aisles, and parking lots regularly to prevent the accumulation of litter and debris. When swept or cleaned, debris must be trapped and collected to prevent entry into the storm drain system. Developer may not discharge any cleaning agent into the storm drain system; 3) Requirement to label all on-site storm drain inlets with the message "Don't Dump - Drains to Ocean" in accordance with City standards. (DS-83)
118. Developer shall provide pre-treatment for all infiltration based stormwater quality Best Management Practices ("BMPs"). Pre-treatment devices must effectively reduce sediment load entering infiltration BMPs to minimize occlusion of underlying soils and reduce long term maintenance requirements and thereby maintain the infiltration capacity of the BMP. 2011 TGM compliant pre-treatment such as vegetated swales are an approved form of pre-treatment. Proprietary pre-treatment devices must be capable of removing 80% of 50 micron particles to be considered adequate pre-treatment. Typical catch basin inserts do not provide the sufficient sediment storage to provide pre-treatment. (DS-85)

Resolution No. 2018-38
PZ 16-540-03 (SUP)
Dec. 20, 2018

119. Prior to issuance of a grading, building or demolition permit and prior to commencement of any clearing, grading or excavation, Developer shall provide evidence of assignment of a permit identification number by the California State Water Resources Control Board indicating submittal of a Notice of Intent (NOI) by the Developer in accordance with the NPDES Construction General Permit. Developer shall comply with all requirements of the General Permit and the Ventura Countywide MS4 Permit, including preparation of a Stormwater Pollution Prevention Plan (SWPPP). Developer shall keep the SWPPP updated to reflect current site conditions and a copy of the SWPPP shall be kept onsite and available for City or designated representative to review upon request. (DS-86)
120. Developer shall construct proposed walkways that cross vehicular drive aisles of colored enhanced concrete. The concrete color shall contrast with the parking lot paving material to clearly identify pedestrian areas. (DS-101)
121. Developer shall pay to the County of Ventura a road mitigation fee in accordance with the agreement between the City and the County of Ventura. Proof of payment shall be provided to the Development Services Division prior to issuance of a building permit. (DS-105)

DEVELOPMENT SERVICES SPECIAL CONDITIONS

122. Developer shall construct multi-bin trash enclosure (one bin for recycle use) with a solid non-combustible roof (8' minimum clearance) that prevents stormwater from entering the refuse bins. Developer shall construct all other components of the trash enclosure in accordance with the approved City Standard Plan on file with the Development Services Division. Developer shall finish the trash enclosure to match the major design elements of the main structure. The finish and roof appearance shall be indicated on the building plans and are subject to approval by the Planning Division. The location and configuration of trash enclosures shall be reviewed and approved by the Environmental Resources Division. All refuse bins on the site shall be stored in an approved trash enclosure. No objects other than refuse bins may be stored in the trash enclosure without the written permission of the Environmental Resources Division. (DS)
123. If a restaurant or other food preparation tenant occupies a portion of this project, Developer shall provide a traffic-rated/grated drain (or other approved drain) within the trash enclosure to catch all wash water from the trash enclosure. This drain shall be placed to avoid trash bin wheel loads and shall connect to the sanitary sewer system via a grease interceptor. (DS)
124. If a restaurant or other food preparation tenant occupies a portion of the project, project owner shall require tenant to provide and maintain an area within the tenant space for the washing/steam cleaning of equipment, floor mats, and accessories. This area shall be self-contained and connected to the project grease interceptor. (DS)
125. Developer shall provide a separate water meter for any tenant space proposed for use as a food preparation facility as required by the Oxnard City Code. (DS)

Resolution No. 2018-38
PZ 16-540-03 (SUP)
Dec. 20, 2018

126. Developer shall abandon all existing sewer and water laterals that are not proposed for use by the project. Civil improvement plans shall indicate the location of all such laterals and note their abandonment. (DS)
127. Developer shall irrevocably offer an 18-foot wide easement for a Class 1 Multi-use path ("MUP") generally in the alignment indicated on the architectural site plan. The easement shall be located near the west property line but shall not include the most westerly 2-feet adjacent to the railroad track property. Final alignment to be approved by the Development Services Director. (DS)
128. Developer shall remove all existing improvements (primarily pavement) from the limits of the future MUP easement. (DS)
129. Developer shall not construct any stormdrain inlets within the proposed MUP. The MUP area shall be graded to a generally level (2% maximum crossfall) condition with all stormwater from the MUP directed towards the Developer's property. The MUP grading shall not block drainage (if any) from the adjacent railroad property. No drainage from the Developer's property shall be directed towards the MUP area (excluding the 2-foot landscape strip adjacent to the west property line). (DS)
130. Developer shall be responsible for maintaining the area within the irrevocable MUP easement until such time as the City accepts the easement. (DS)
131. Developer shall install and perpetually maintain the landscaping, irrigation, and fencing within the most westerly 2-feet of the property which is outside of the future MUP easement. (DS)
132. Developer shall provide onsite fire hydrants such that all points of all structures are within one hundred fifty (150) feet of a fire hydrant, or as otherwise approved by the Fire Department. Fire hydrant line improvements shall be designed in accordance with City standards and shown on the Civil Engineer's improvement plans prior to issuance of a site improvement/grading permit. Developer shall provide the City with an easement over the waterline using standard City format. (DS)
133. Developer shall construct the onsite water main with two points of connection to the existing water system on the adjacent northerly property to create a looped water system. The new water main shall be located a minimum of 5-feet from the adjacent curb line and shall meet all Health Department water separation requirements. (DS)
134. Developer shall construct a minimum 7' wide sidewalk at all locations where the sidewalk is constructed adjacent to the front of parking spaces. (DS)
135. Developer shall extend the proposed onsite north-south sidewalk to connect to the existing sidewalk on the adjacent northerly property. This shall include the construction of approximately 10 linear feet of sidewalk on the adjacent property. Developer shall be relieved of the requirement to construct the offsite portion if the adjacent property owner

Resolution No. 2018-38
PZ 16-540-03 (SUP)
Dec. 20, 2018

- indicates an objection to the improvements. Final limits of construction are subject to approval of the Development Services Manager. (DS)
136. Developer shall redesign the onsite pedestrian connection to the public sidewalk along the south side of the project entry to comply with all ADA requirements. (DS)
 137. Developer shall remove and replace the panel(s) of sidewalk along the project's Vineyard Avenue frontage that are of substandard width. This portion of sidewalk is adjacent to the existing Edison facilities and the improvements shall include removal of the existing bollard and adjustment to grade of the nearby manhole. The final scope of these improvements is subject to approval of the Development Services Manager. (DS)
 138. Prior to issuance of a grading/site improvement permit, Developer shall provide evidence that the land represented by Assessor Parcel Numbers 142-0-021-25 and 142-0-010-06 have been merged into a single legal lot. (DS)
 139. Developer acknowledges that provision of a continuous unobstructed vehicular drive aisle that results in a vehicular connection to the adjacent northerly parcel would be a benefit to the general circulation for this project. Developer does not object to provision of a vehicular connection constructed in accordance with good engineering practice and agrees not to construct gates or otherwise obstruct the proposed vehicular drive aisle. (DS)
 140. The percolation tests for this project shall include implementation of the reduction factor specified in the "Guidelines for Design, Investigation, and Reporting for Low Impact Development Stormwater Infiltration" published in the Administrative Manual of the County of Los Angeles Department of Public Works. This reduction factor is in addition to the safety factor specified in the Technical Guidance Manual. (DS)
 141. Developer's geotechnical engineer shall perform percolation tests on the exposed bottom of all infiltration facilities immediately prior to facility construction and provide the City with a written opinion that the exposed soil layer is suitable for the proposed infiltration facility based on review of the existing geotechnical reports, percolation tests, infiltration facility design, and characteristics of the exposed soil layer. This requirement shall be noted on the civil site plan and the report shall be reviewed and approved by the project civil engineer prior to submittal for approval by the City. (DS)
 142. Developer shall use the City of Oxnard hydrology method for all stormwater calculations unless otherwise directed by the City Engineer. (DS)
 143. Developer shall design the onsite stormwater system to safely convey runoff from storms in excess of the Stormwater Quality Design Volume to a safe point of discharge without resuspension of material removed by the hydrodynamic separator. (DS)
 144. Developer's engineer shall design the project in compliance with the 2018 version of the Technical Guidance Manual for Stormwater Quality Measures including the requirement to treat (with release allowed) the Effective Impervious Area and developed pervious surfaces. (DS)
 145. Developer shall install poles for proposed parking lot lighting centered on parking stall striping to reduce potential vehicle strikes. (TR)

*Resolution No. 2018-38
PZ 16-540-03 (SUP)
Dec. 20, 2018*

146. Prior to issuance of a building permit, the Developer shall submit to the Planning Manager for review and approval, designs for decorative facade features for installation on the west elevation.

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Oxnard on this 20th day of December, 2018.

Vincent Stewart, Chair

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held on the 20th day of December, 2018, and carried by the following vote:

AYES: Commissioner(s): FRANK, CHUA, STEWART, DOZIER SANCHEZ

NOES: Commissioner(s):

ABSENT: Commissioner(s): HUBER, FUHRING

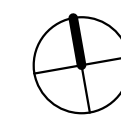
ABSTAIN: Commissioner(s):

Kathleen Mallory, Secretary

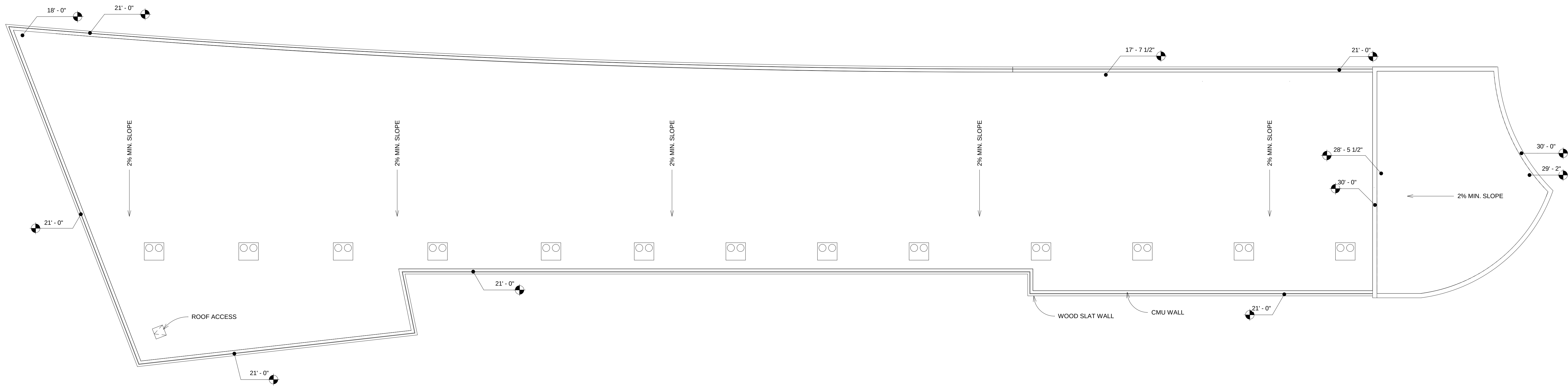


FOR MOTORCYCLE PARKING STALLS

FOR VEHICULAR PARKING STALLS



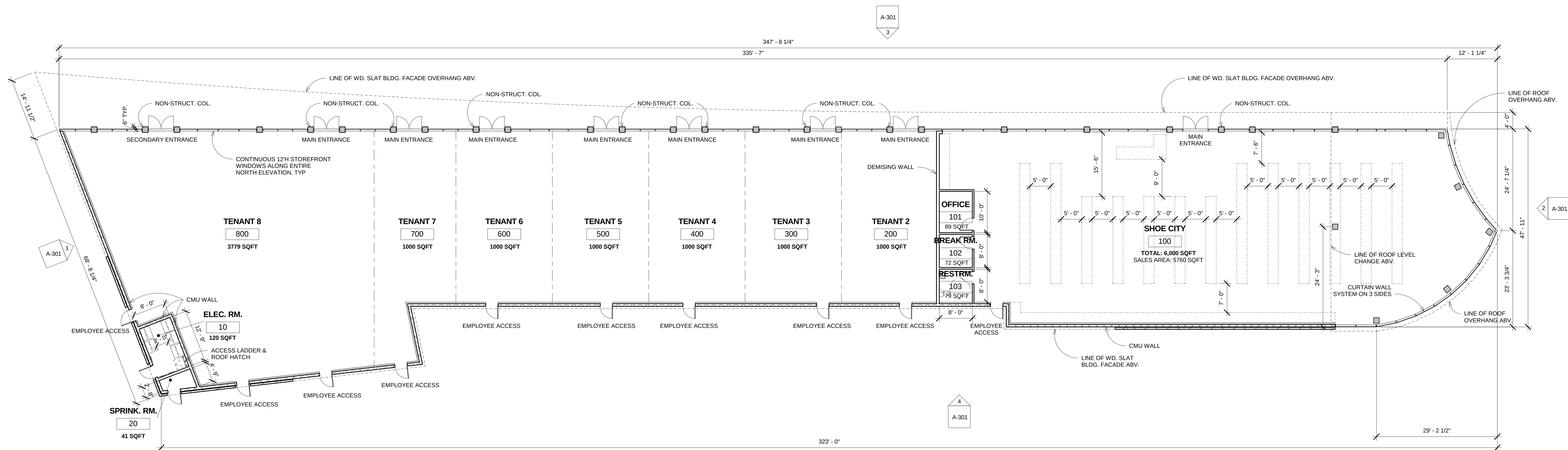
A-101



ROOF PLAN

SCALE: 3/32" = 1'-0"

2



FLOOR PLAN

SCALE: 3/32" = 1'-0"

1

	EXTERIOR ELEVATION - NORTH	1
	SCALE: 3/32" = 1'-0"	

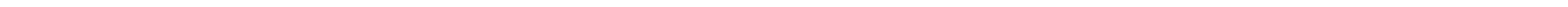
1

No.

 **Satoh Brothers**
International, Inc.

879 W. 190th St. Suite 935, Gardena, CA 90248
Phone: 310-688-2700 Fax: 310-632-8878
www.satohbrothers.com

879 W. 190th St. Suite 935, Gardena, CA 90248
Phone: 310-768-2700 Fax: 310-532-8878
www.satohbrothers.com

	EXTERIOR ELEVATION - SOUTH	2
	SCALE: 3/32" = 1'-0"	

2

ELEVATIONS

**OXNARD SHOE CITY
PLAZA**

2441 E. Vineyard Avenue
Oxnard, CA 93036

SHEET NO.

A-301

The image displays two architectural elevations of a building facade, labeled 'WEST ELEVATION' and 'EAST ELEVATION'.

WEST ELEVATION: This elevation shows a dark, solid facade. On the left, there are height markers: 'T.O.P 3 30' - 0"', 'T.O.P 2 28' - 0"', 'T.O.P 1 22' - 0"', and 'Level 1 0' - 0"'. A callout points to the upper section: 'PLASTER FIN. W/ METAL REVEALS SHERWIN WILLIAMS SW 7026 "GRIFFIN"'. The facade features a series of vertical elements, including a canopy and a series of columns. A note 'REFER TO SOUTH ELEVATION' is present.

EAST ELEVATION: This elevation shows a similar facade but with a large glass section. Height markers are on the right: 'T.O.P 3 30' - 0"', 'T.O.P 2 28' - 0"', 'T.O.P 1 22' - 0"', and 'Level 1 0' - 0"'. Callouts include 'ALUMINUM STOREFRONT CLEAR ANODIZED', 'PLASTER FINISH CANOPY SHERWIN WILLIAMS SW 7653 "SILVERPOINTE"', and 'PLASTER FIN. W/ METAL REVEALS SHERWIN WILLIAMS SW 7026 "GRIFFIN"'. The glass section shows a reflection of a tree.

EXTERIOR ELEVATION - WEST	4	EXTERIOR ELEVATION - EAST	3
SCALE: 3/32" = 1'-0"		SCALE: 3/32" = 1'-0"	

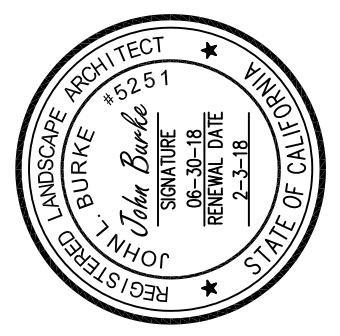
4

3

No.	Date:	Issues:
1	2/6/2018	CITY SUBMITTAL
2	4/12/2018	CITY COMMENTS
3		
4		
5		
6		
7		
8		
9		
10		

Satoh Brothers
International, Inc.

879 W. 190th St. Suite 935, Gardena, CA 90248
Phone: 310-768-2700 Fax: 310-552-5678
www.satohbrothers.com



PLANTING PLAN
OXNARD SHOE CITY
PLAZA

2441 E. Vineyard Avenue
Oxnard, CA 93056

JOB NO.	17-43
DRAWN	JB
CHECKED	JB

SHEET NO.

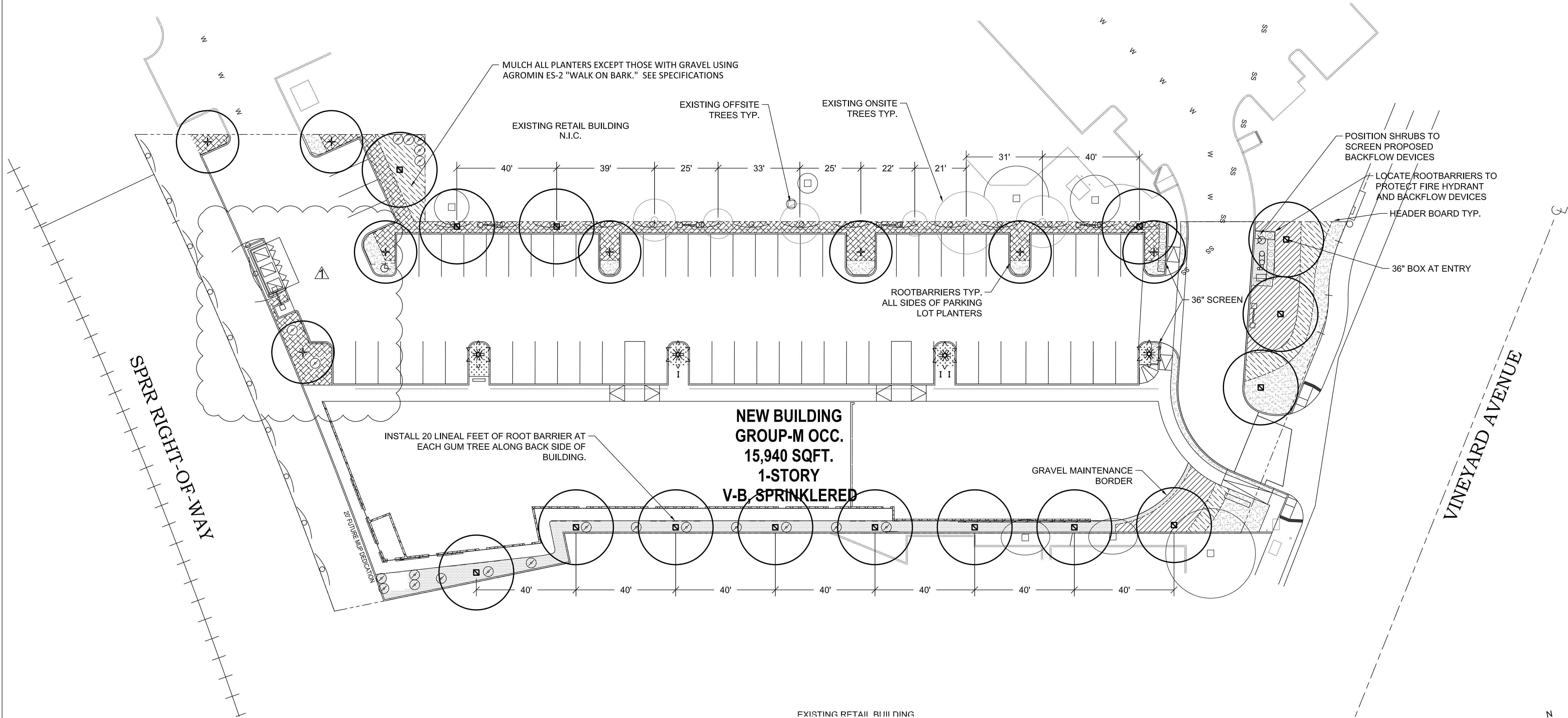
LA-4



PLANTING PLAN

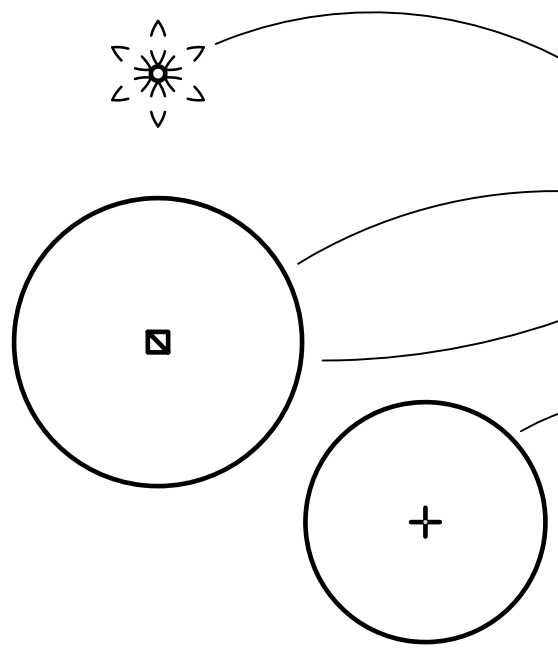
SCALE: 1" = 20'-0"

1



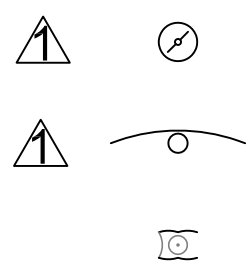
TREE LEGEND

BOTANICAL	COMMON	WUCOLS	BOX SIZE	QUAN.	NOTE	75% MAX WIDTH
ARCHONTOPHOENIX CUNNINGHAMIANA	KING PALM	M	36"	4	7' BT	11
CORYMBIA CITRIODORA	LEMON-SCENTED GUM	L	36	3	AT ENTRY	30
CORYMBIA CITRIODORA	LEMON-SCENTED GUM	L	24"	12		30
KOELREUTERIA BIPINNATA	CHINESE FLAME TREE	L	24"	8		25



SHRUB LEGEND

BOTANICAL	COMMON	WUCOLS	SIZE	QUAN.	SPAC.	NOTE
BERBERUS THUNBERGII	BERBERUS 'ROSE GLOW'	L	5-GAL	21		
MACFADYENA UNGUIS-CATI	YELLOW TRUMPET VINE	L	5-GAL	28	20'	CLIMBS
RHUS INTEGRIFOLIA	LEMONADE BERRY	VL	15-GAL	15	48"	36" HIGH WHEN PLANTED



GROUNDCOVER LEGEND

BOTANICAL	COMMON	WUCOLS	SIZE	APPROX AREA SF	SPAC.	NOTE
CARISSA MACROCARPA 'GREEN CARPET'	NATAL PLUM	L	1-GAL	1245	36" O.C.	TRI. SPACING
CERASTIUM TOMENTOSUM	SNOW IN SUMMER	M	FLATS	290	12" O.C.	TRI. SPACING
GAZANIA 'SUNBURST WHITE'	TRAILING GAZANIA	L	FLATS	1560	9" O.C.	TRI. SPACING
PELARGONIUM SIDOIDES	SILVERLEAF GERANIUM	L	FLATS	2575	18" O.C.	TRI. SPACING
SANTOLINA CHAMAECYPARISSUS	LAVENDER COTTON	L	FLATS	1000	12" O.C.	TRI. SPACING



LANDSCAPE MATERIALS LEGEND

GREY CRUSHED GRANTE, 3/8", NO FINES, OVER WEEDBARRIER	1600 SF	2" DEEP
1X6 HEADER BOARD, RECYCLED PLASTIC, BENDA BOARD OR EQUAL, COLOR SAND. INSTALL PER MANUFACTURERS INSTALLATION GUIDE	380 LF	
INSTALL ROOT BARRIERS AS SHOWN FOR TREES CLOSER THAN 8' TO BUILDING OR HARDSCAPE. USE DEEPROOT 18" UNIVERSAL GUIDE UB 18-2	350 LF	24X18 PANELS 1.9 MM THICK



----	CENTER LINE
- - - - -	PROPERTY LINE
=====	WROUGHT IRON FENCE
—○—○—○—○—○—	WOODEN FENCE
——G——G——	GAS LINE
——S——S——	SEWER LINE
——W——W——	WATER LINE
AC	ASPHALT CONCRETE
AD	AREA DRAIN
B	BOLLARD
CB	CATCH BASIN
CL	CENTERLINE
CLF	CHAIN LINK FENCE
CO	CLEAN OUT
CONC.	CONCRETE
DI	DRAINAGE INLET
DO	DRAINAGE OUTLET
DR	DOOR
DRWY	DRIVEWAY
DS	DOWNSPOUT
EB	ELECTRIC BOX
EP	EDGE OF PAVEMENT
ET	ELECTRIC TRANSFORMER
EV	ELECTRIC VAULT
FL	FLOW LINE
FH	FIRE HYDRANT
FP	FLAGPOLE
FS	FINISH SURFACE
GM	GAS METER
LS	LANDSCAPE
LP	LIGHT POLE
MH	MANHOLE
MB	MAIL BOX

CENTER LINE
PROPERTY LINE
WROUGHT IRON FENCE
WOODEN FENCE
GAS LINE
SEWER LINE
WATER LINE
ASPHALT CONCRETE
AREA DRAIN
BOLLARD
CATCH BASIN
CENTERLINE
CHAIN LINK FENCE
CLEAN OUT
CONCRETE
DRAINAGE INLET
DRAINAGE OUTLET
DOOR
DRIVEWAY
DOWNSPOUT
ELECTRIC BOX
EDGE OF PAVEMENT
ELECTRIC TRANSFORMER
ELECTRIC VAULT
FLOW LINE
FIRE HYDRANT
FLAGPOLE
FINISH SURFACE
GAS METER
LANDSCAPE
LIGHT POLE
MANHOLE
MAIL BOX

PL
PP
PB
SMH
SS
SDCB
SDMH
SGN
TC
TW
TE
WH
WB
WM
WV
100.00)
0.00(m)
0.00(c)


PROPERTY LINE
POWER POLE
PULL BOX
SANITARY SEWAGE MANHOLE
STREET SIGN/STOP SIGN
STORM DRAIN CATCH BASIN
STORM DRAIN MAN HOLE
SIGN
TOP OF CURB
TOP OF WALL
TRASH ENCLOSURE
WATER HEATER
WATER BIB
WATER METER
WATER VALVE
RECORD DISTANCE
MEASURED DISTANCE
CALCULATED DISTANCE
LIGHT STD
POWER POLE
SIGN
CATCH BASIN
SSMH (SANITARY SEWER MAN HOLE)
OR UTILITY MAN HOLE
TREE

PALM

	FIRE HYDRANT
	STREET LIGHT
	TREE

● MONUMENT FD.
(AS NOTED)

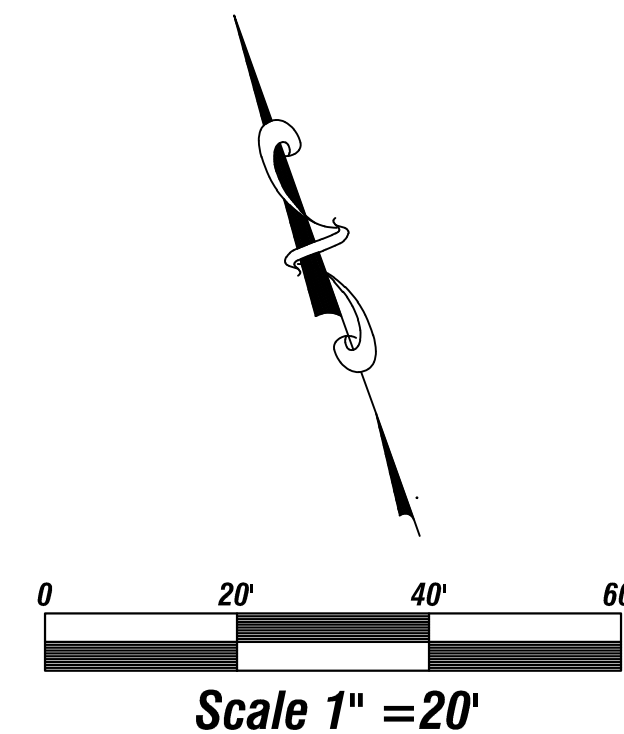
ACCESS EASEMENT PER DOC. 20100408-00053236

- ① CONSTRUCT 4" THICK CONC. SIDEWALK
- ② JOIN EXISTING. CONTRACTOR TO VERIFY ALL ELEVATIONS PRIOR TO ANY CONSTRUCTION
- ③ CONSTRUCT HYDRO SEPARATOR
- ④ CONSTRUCT UNDERGROUND INFILTRATION BASIN 1 SHEET 4
- ⑤ ROOF DRAINS CONNECT TO STORM DRAIN
- ⑥ CONSTRUCT 3" AC/ 8" AB IN PARKING AREA PER SOILS REPORT
CONSTRUCT 3" AC/ 9.5" AB IN DRIVE LANE PER SOILS REPORT
- ⑦ CONSTRUCT 2' WIDE CURB OPENING PER DETAIL 4 ON SHEET 4
- ⑧ CONSTRUCT 3'X3' CATCH BASIN DETAIL 5 SHEET 4
- ⑨ CONSTRUCT PVC SCHEDULE 80 OR APPROVED EQUAL. SIZE AS SHOWN ON PLAN
- ⑩ CONSTRUCT CURB & GUTTER PER DETAIL 2 SHEET 4
- ⑪ CONNECT TO EXISTING SEWER

	BEARING	LENGTH
L1	N30°58'31"W	8.66'
L2	N30°40'44"E	86.48'
L3	S02°47'00"E	12.05'

	<i>RADIUS</i>	<i>DELTA</i>	<i>DISTANCE</i>
<i>C1</i>	<i>58.00'</i>	<i>21°42'24"</i>	<i>21.97'</i>
<i>C2</i>	<i>42.00'</i>	<i>21°18'14"</i>	<i>15.62'</i>

SEE CROSS SECTION ON SHEET 5



LAND DEVELOPMENT PERMIT No. _____



DIAL TOLL FREE
1-800-422-4133
AT LEAST TWO DAYS
BEFORE YOU DIG

UNDERGROUND SERVICE ALERT(USA) OF SOUTHERN CALIFORNIA

PREPARED BY:

PACIFIC GEOTECH, INC.
15038 CLARK AVE
HACIENDA HEIGHTS, CA 91745
TEL (626) 333-8507
info@pgisoil.com

JIRAYUS PUKKANASUT, PE
R.C.E. No. 73728

4/9/18

DAT

PLACE THE ENGINEER'S SEAL IN THIS SPACE

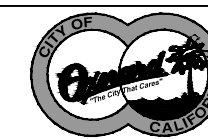


REVISIONS			
MARK	DATE	DESCRIPTION	BY

REVIEWED BY:

_____ DATE _____

_____ DATE _____



Development Services Department

PRELIMINARY GRADING PLAN
2441 E VINEYARD AVE

ACCEPTED BY: _____

ACCEPTED BY: _____

SCALE: HORIZ. _____ 3 5

VERT. _____	SHEET No. <u>5</u> OF <u>5</u>
DRAWN BY _____	DRAWING _____

DRAWN BY:	NUMBER
CHECKED BY:	



December 20, 2018

Direct Dial: 805.418.1914
 Email: msellers@jacksontidus.law
 Reply to: Westlake Village Office
 File No: 9725.126447

VIA HAND DELIVERY

City of Oxnard Planning Commission
 City of Oxnard
 305 West Third Street
 Oxnard, CA 93030

Re: Agenda Item F. 2 – Planning and Zoning Permit PZ No. 16-540-03: Opposition to a Proposed Layout and Design of a 15,940 Square Foot New Retail Building at 2441 N. Vineyard Avenue, Oxnard, California.

Dear Honorable Commissioners:

This firm represents Carlton Browne Oxnard, LLC, the owner of the improved commercial retail center and parcel that are adjacent to the proposed new Shoe City retail center, which project is seeking Planning and Zoning Permit PZ No. 16-540-03 from the Planning Commission. Carlton Browne Oxnard, LLC has spent a considerable sum in recently remodeling the building's façade and for the parking lot pavement sealing and restriped, with plans to have the landscape renovated next year. Carlton Browne Oxnard, LLC has owned this center for more than 30 years. Unfortunately, our client never received any notice of a May 14, 2018 Public Input meeting for this proposed project. While our client applauds the effort to improve this old gas station site, it must oppose the project as presently laid out and designed.

The retail buildings on Carlton Browne Oxnard, LLC's parcel are single story and setback 77' from Vineyard Avenue, having two rows of paved parking spaces in front of those buildings. (See aerial photo with the 77' setback line drawn in on the adjacent parcels.) The Carlton Browne Oxnard center's layout is a normal suburban commercial center arrangement with an open paved parking area between the street and retail buildings. The Shoe City site is a narrow deep angled parcel with 132' of street frontage, with the proposed back of the stores facing the Carlton Browne Oxnard center. When the Shoe City site was used as a gas station, there were no structures blocking the view of the Carlton Browne Oxnard center and of its tenants' stores from Vineyard Avenue. The Food 4 Less building on the other side of Shoe City site is also set well away from Vineyard Avenue. However, the proposed higher (30' tall) front portion of the building, that is to be a Shoe City anchor store, encroaches into the normal commercial front parking area to a point that is only 30' from Vineyard Avenue.

Irvine Office
 2030 Main Street, 12th Floor
 Irvine, California 92614
 t 949.752.8585 f 949.752.0597

Westlake Village Office
 2815 Townsgate Road, Suite 200
 Westlake Village, California 91361
 t 805.230.0023 f 805.230.0087

www.jacksontidus.law

City of Oxnard Planning Commission
PZ No. 16-540-03
December 20, 2018
Page 2

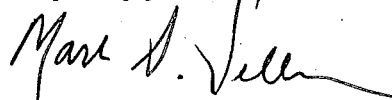
The key to the success of any commercial use or retail center is having adequate exposure to the nearby consumer traffic. This proposed 30' high building, if placed only 30' from the Vineyard Avenue, prevents that essential exposure to our client's property for the potential customers traveling westbound on Vineyard Avenue. Having drivers and passengers able to see the shops and exterior business signs in our client's center is critical to that center's long-term success. Hidden retail properties become vacant.

It appears the Shoe City building could be redesigned to be setback with a similar 77' open area from Vineyard Avenue, and with some paved parking spaces added in the front area of that parcel. Any lost tenant space might be added to the rear portions of that parcel that are now proposed for a few parking spaces. Due to the angled orientation of the Shoe City parcel and with the store fronts facing to the east, along with the large setback of the adjoining Food 4 Less building, that redesign would give all Shoe City center tenants adequate exposure to the Vineyard Avenue consumer traffic.

We assume sales tax generation is important to the City, and a guiding land use principle should be to design new retail centers to assist in that sales tax generation. The Carlton Browne Oxnard center has 36,466 square feet of rental area and is the home to 5 businesses or tenants who pay City taxes and business licenses. The proposed project layout, which would block the traveling public's view of our client's center, diminishes our client's property as an attractive retail site and impedes that City tax revenue generation effort. Creating a similar 77' setback that allows drivers and passengers on Vineyard Avenue to continue to see the shops and signs in the Carlton Browne Oxnard center will create a fair, equal and uniform treatment with these neighboring commercial properties.

To issue this Special Use Permit the Commission must find the proposed use will not "adversely affect or be materially detrimental to such adjacent uses, buildings or structures or to the public health, safety or general welfare." With the detrimental impacts to our client's adjacent commercial retail uses and buildings as described herein, we feel the Commission cannot make this finding and we ask that it direct the project be redesigned with a similar or uniformed 77' setback parking area along Vineyard Avenue.

Very truly yours, //

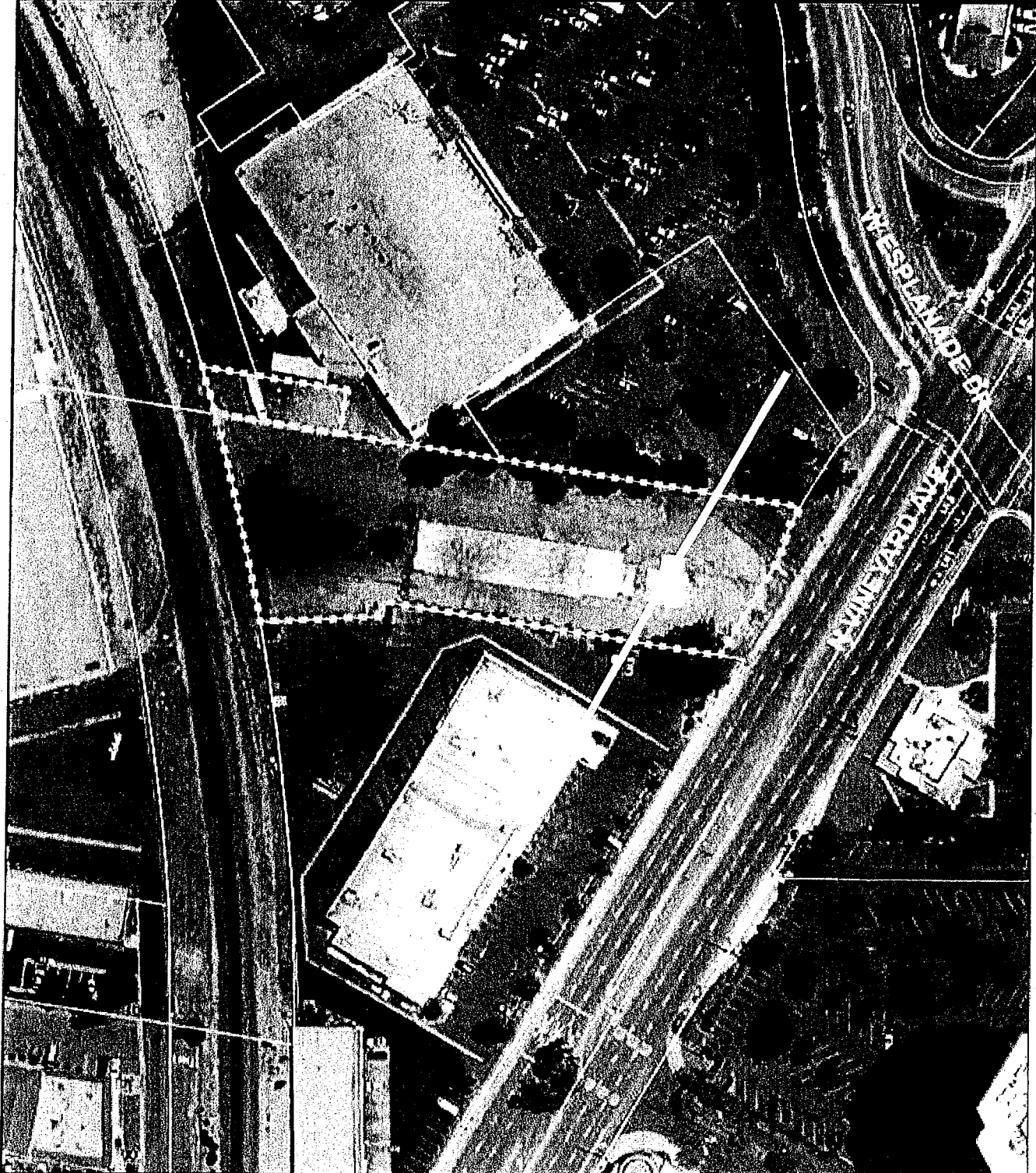


Mark G. Sellers

MGS:sh
Enclosure

1431264.2

Aerial Map



OXNARD

Oxnard Planning
April 26, 2018

PZ 16-540-03

Location: 2441 E Vineyard Ave
APN: 1420021160, 1420010065
Shoe City

Aerial Map

0 25 50 100 150 200 Feet



Received
Oxnard City Clerk

2019 JAN -4 PM 3: 23



REQUEST FOR APPEAL

Development Services Department

Use this form to request an appeal of a decision rendered on one of the following type of permits: Administrative Wireless Permit; Discretionary Development Permit decision rendered by the Development Services Director; or a Discretionary Development Permit decision rendered by the Planning Commission.

Submit the original request for appeal and two (2) copies along with the appropriate appeal fee. To determine your appeal fee go to: oxnard.org/planning and click on planning handouts and applications or contact the Planning Division at (805) 385-7858.

I, Carlton Browne Oxnard, LLC, am requesting an appeal of a decision made by
Print name
 the Planning Commission that was made on December 20, 2018 regarding
State decision making body Date
Planning and Zoning Permit PZ No. 16-540-03
Specify PZ No.

Check one of the following:

- ☐ **Appeal of a Decision Rendered on a Wireless Permit.** Pursuant to Section No. 16-488 (C) of the Oxnard City Code, I am submitting an appeal to the Secretary of the Planning Commission. I am filing this appeal within 10 days of the Planning Manager's decision on a wireless communications facility permit. I am requesting that this appeal be considered by the Planning Commission.
- ☐ **Appeal of a Decision Rendered on a Discretionary Permit - Development Services Director.** Pursuant to Section No. 16-525 (B) of the Oxnard City Code, I am submitting an appeal to the City Clerk. I am filing this appeal within 10 days of the Development Services Director's decision on a discretionary permit. I am requesting that this appeal be considered by the Planning Commission.
- ☒ **Appeal of a Decision Rendered on a Discretionary Permit - Planning Commission.** Pursuant to Section 16-545 of the Oxnard City Code, I am submitting an appeal to the City Clerk. I am filing this appeal within 18 days of the Planning Commission's decision on a discretionary permit. I am requesting that this appeal be considered by the City Council.

State the grounds, facts, and if known the code sections supporting your request: (Provide additional sheets if necessary)

This proposed new structure is an unusually 30' high single story retail building that is setback only 30' feet from Vineyard Avenue while our neighboring retail building to the west is setback 77' from Vineyard Avenue and with a maximum height of 25', as a result this new building unfairly will block the view of our tenant businesses. (CONTINUED, SEE ATTACHED)

x Mark A. Sellers
 Appellant Signature

1/4/19
 Date

cc: City Attorney
 Development Services Director
 Project Planner
 Applicant

OFFICE USE ONLY	
Date Received:	
Received By:	
Contacted Dept/Division Rep:	

**ATTACHMENT TO APPEAL OF PLANNING COMMISSION'S DECISION ON
PLANNING AND ZONING PERMIT PZ NO. 16-540-03: SINGLE STORY NEW
RETAIL BUILDING AT 2441 N. VINEYARD AVENUE.**

[Basis for Carlton Browne Oxnard, LLC's Appeal - Continued]

When the Appellant Carlton Browne Oxnard addressed the Planning Commission on December 20, 2018, as to the adverse impacts of the project's limited setback and significant height, the Commission focused only on whether the project met the minimum City street front setback standard. Applying only the minimum City standard indicates the Commission misunderstood the purpose and function of a Special Use Permit process. The Special Use Permit process looks at the project's impact on adjoining uses and the compatibility of the proposed project's design with those adjoining properties. We note the City's reviewing body is the required to find the proposed project will not "adversely affect or be materially detrimental to such adjacent uses, buildings or structures," a finding here which is not supported by the facts or evidence in the record. Oxnard Muni Code SEC. 16-531. While there are design standards for setbacks or building heights, the Special Use Permit process allows a city to have the flexibility to modify the setbacks or building heights as the circumstances or potential impacts on the adjoining commercial properties require such modifications. Oxnard Muni Code SEC. 16-530 (B) says "Special use permits authorized by this chapter are granted for such time and upon such conditions and limitations as are deemed necessary to preserve . . . the utility and value of adjacent property . . ." If the reviewing body's role in project evaluation was a simple matter of evaluating if a project met the minimum setback standard and was less than the maximum height standard, a Special Use Permit process would not be needed.

In this very competitive retail market with the internet siphoning away of store sales, a critical key to the success of any commercial retail center, like the Carlton Browne Oxnard's (herein "Appellant") center, is having adequate exposure to the nearby consumer traffic, here the southbound lanes on Vineyard Avenue. Hidden retail space becomes vacant and the City's sales tax revenues are reduced.

The Appellant's retail building heights range from 20' to 25' and the retail building setback is 77' from Vineyard Avenue, having two rows of paved parking spaces and a landscaped strip in front of that building. Appellant has owned this center for more than 30 years and has spent a considerable sum in recently remodeling the building's façade. The Shoe City developer applicant had previously shown the Appellant a 2 story project that was setback around 77' from Vineyard Avenue and also in the front had a

stepped back second story over 20' high Shoe City store on the 1st floor, a project design and layout that the Appellant could have lived with. [See attached].

Rather than build that 2 story Shoe City project, the developer applicant has abandoned that design and is now proposing a 30' high single story stepped up front for the building¹ that protrudes 47' out into the Appellant's adjoining retail building's traffic view corridor, adversely impacting the continued success of the Appellant's tenant businesses, and the rental utility and value of Appellant's retail center. Also the higher 30' step up design appears to be an effort at creating in essence a freeway sign for Shoe City. (See developer's tenant marketing flier attached that lists the traffic counts on Vineyard and the 101 freeway that indicates the importance to retailers of visibility to traffic). The Food 4 Less building on the other side of Shoe City site is set even further than 77' away from Vineyard Avenue. The Shoe City site is a right turn in and right turn out site. Therefore, if the building is setback 77' and limited to a 25' maximum height, this proposed retail project, being at an open angle to Vineyard Avenue, will still have retail stores that will receive considerable south bound traffic exposure.

Unfortunately, the Appellant neither received the present building elevations and layout from the developer applicant, nor did it receive any notice of a May 14, 2018 Public Input meeting for this proposed redesigned Shoe City project. Therefore, it was not able to raise its objections and concerns prior to the December 20, 2018 Planning Commission hearing. While the Appellant applauds the effort to improve this old gas station site, it must oppose the project as presently laid out and designed as such will adversely impact the existing 5 business tenants and the future re-renting efforts in its retail center. Creating a similar 77' setback that allows south bound drivers and passengers on Vineyard Avenue to continue to see the shops and signs in the Carlton Browne Oxnard center will create a fair, equal and uniform treatment for these adjoining commercial properties.

We understand that Vineyard Avenue has been designated a City *scenic* route. Having just one 30' high narrow building protrude out into that street's view corridor is visually unattractive. With the significantly setback location of the Food 4 Less building and having a 77' consistent setback and height for the adjoining 2 retail buildings along Vineyard Avenue would create a more attractive open streetscape.

The prior approved 2 story project had 6 parking spaces in the front 77' setback area. It appears the Shoe City building could be redesigned with that similar 77' setback, and have some paved parking spaces added to that front area, with some tenant space

¹ One story retail buildings are normally around 20 feet in height. (See: Oxnard Muni Code SEC. 16-125).

Page 3 of 3

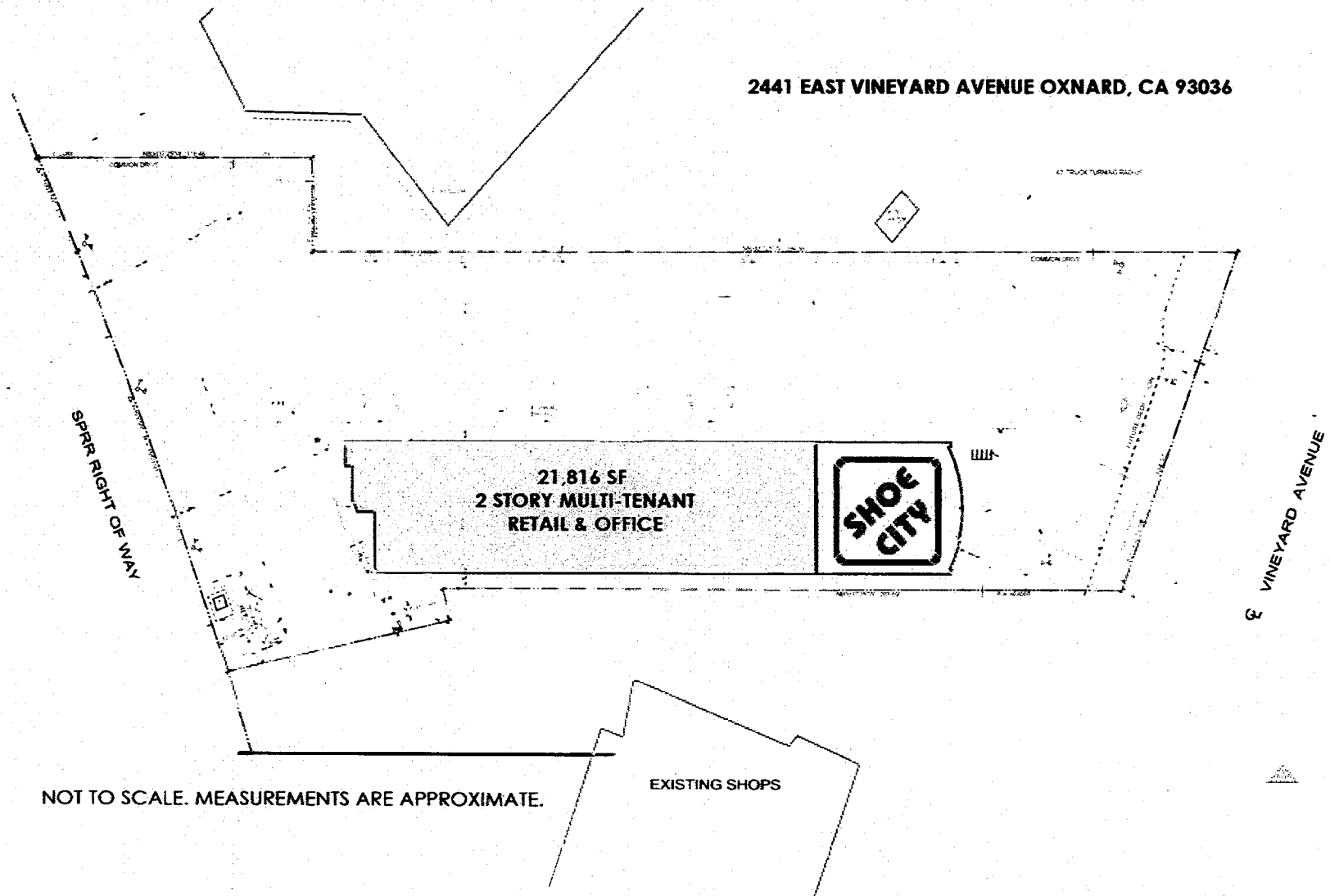
possibly added in the rear portions of that parcel that are now proposed for a few parking spaces.

RELIEF REQUESTED

1. Deny Planning And Zoning Permit PZ No. 16-540-03 as that project is now designed and laid out; OR
2. Approve Planning And Zoning Permit PZ No. 16-540-03 with a condition added requiring the developer Applicant to redesign the single story building keeping the same architecture but to have the front of the building setback 77' from Vineyard Avenue and with a reduced front building height of 25', and with up to 6 parking spaces relocated to the front 77' setback area with some building space possibly added in the rear portions of that parcel that were the site of the relocated parking spaces. The City Development Services Director to review and approve that redesign.

1432296.1

2441 EAST VINEYARD AVENUE OXNARD, CA 93036



NOT TO SCALE. MEASUREMENTS ARE APPROXIMATE.

EXISTING SHOPS

Contact: Eric FriedlandCell: 818.398.0354 | eric@cirecre.com

BRE # 00946545

CIRE Commercial Real Estate | 20855 Ventura Blvd., Suite 7, Woodland Hills, CA 91364 | cirecre.com

This information has been secured from sources we believe to be reliable, but we make no representation or warranties, expressed or implied, as to the accuracy of the information. References to square footage are approximate. References to neighboring retailers are subject to change, and may not be identical to the vacancy being marketed either prior to, during, or after the time this listing is marketed. Please consult the listing agent for more information.





SOUTH ELEVATION



NORTH ELEVATION



EAST ELEVATION



WEST ELEVATION

Contact: Eric Friedland
 Cell: 818.398.0354 | eric@cirecre.com
 BRE # 00946545

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★ ★ ★ ★ ★ COMING SOON ★ ★ ★ ★ ★

OXNARD SHOE OUTLET PLAZA



2441 E. Vineyard Avenue, Oxnard, CA

For further information contact:

BRUCE MILTON

805.626.1281

bmilton@lee-re.com

Lic # 01945652

PETER PADDEN

805.626.1283

ppadden@lee-re.com

Lic # 02008340



**LEE &
ASSOCIATES**

COMMERCIAL REAL ESTATE SERVICES

Lee & Associates®-LA North/Ventura, Inc. • P.O. #01191039
A Member of the Lee & Associates Group of Companies
1000 Town Center Drive, Suite 310, Oxnard, CA 93036
805.626.1212 P 805.413.7000 F www.lee-associates.com

No warranty or representation is made to the accuracy of the foregoing information. Terms of sale or lease and availability are subject to change or withdrawal without notice.

- ▶ Ground Breaking November 2018!
- ▶ Suites From 1,000 to 5,000 Square Feet
- ▶ White Shell Condition at Turnover
- ▶ Great Competitive Rates
- ▶ High Visibility & Signage on Vineyard Avenue
- ▶ Just Off 101 Ventura Freeway Off Ramp at Vineyard
- ▶ On-site Nose-in Parking with Reciprocal Easements to Adjacent Retail

DEMOGRAPHICS	1 Mile	3 Miles	5 Miles
Total Population	27,250	131,813	285,159
Avg HH Income	\$72,618	\$60,590	\$84,800

- TRAFFIC COUNTS**
- Vineyard - 40,000 Cars Per Day
 - W. Esplanade Dr West of Vineyard - 9,994 Cars Per Day
 - 101 Fwy at Vineyard North - 142,572 Cars Per Day
 - 101 Fwy at Vineyard South - 133,174

PREPARED 1/04/19, 15:40:41
Planning Division

PAYMENTS DUE INVOICE
PROGRAM PZ821L

PROJECT NUMBER: 19-00000003 MISC/APPEAL SHOE CITY/2441 VINEYARD AVE

FEE DESCRIPTION	AMOUNT DUE
5% PERMIT SURCHARGE FEE	91.50
APPEAL-ALL OTHERS	1830.00
TOTAL DUE	1921.50

Please present this invoice to the cashier with full payment.

P A I D
JAN 04 2019
CITY OF
OXNARD
TREASURER





RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD UPHOLDING PLANNING COMMISSION APPROVAL OF PLANNING AND ZONING PERMIT NO. 16-540-03 (SPECIAL USE PERMIT FOR A PLANNED DEVELOPMENT PERMIT) TO CONSTRUCT A 15,940 SQUARE-FOOT, SINGLE STORY, MULTI-TENANT COMMERCIAL RETAIL CENTER AND ASSOCIATED ON-SITE IMPROVEMENTS ON A VACANT 1.35 ACRE LOT LOCATED AT 2441 N. VINEYARD AVENUE. THE SITE IS ZONED GENERAL COMMERCIAL (C2). FILED BY ALEX KANG, APPLICANT, 879 W. 190TH STREET, SUITE 935, GARDENA, CA 90248.

WHEREAS, on December 20, 2018, the Planning Commission adopted Resolution No. 2018-38, approving Planning and Zoning Permit No. 16-540-03 (Special Use Permit for a Planned Development Permit), to construct a 15,940 square-foot, single story, multi-tenant commercial retail center and associated on-site improvements on a vacant 1.35 acre lot located at 2441 N. Vineyard Avenue (the “Project”) filed by Alex Kang (the Applicant); and

WHEREAS, the City Council has considered the appeal of the Planning Commission’s decision filed by Carlton Browne Oxnard, LLC, and carefully reviewed the decision of the Planning Commission; and

WHEREAS, the City Council has conducted a hearing and received evidence in favor of and in opposition to the application for a Planning and Zoning Permit No. 16-540-03 (Special Use Permit for a Planned Development Permit); and

WHEREAS, the City Council finds that the proposed site, and the design and improvement of the development requested are consistent with the 2030 General Plan; and

WHEREAS, the Planning and Environmental Services Division has completed a preliminary environmental assessment of the Project in accordance with the California Environmental Quality Act (CEQA) and determined that the Project is subject to a Class 32 Categorical Exemption.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve to uphold Planning Commission Resolution No. 2018-38, including all the findings contained therein, and approves Planning and Zoning Permit No. 16-540-03 (Special Use Permit for a Planned Development Permit), subject to the conditions set forth in Planning Commission Resolution No. 2018-38.

PASSED AND ADOPTED this 19th day of February 2019, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

2441 N. Vineyard Ave Shoe City Appeal (Special Use Permit No. 16-540-03)

Filed by: Carlton Browne Oxnard, LLC

Kathleen Mallory
Planning & Environmental Services Manager

February 19, 2019



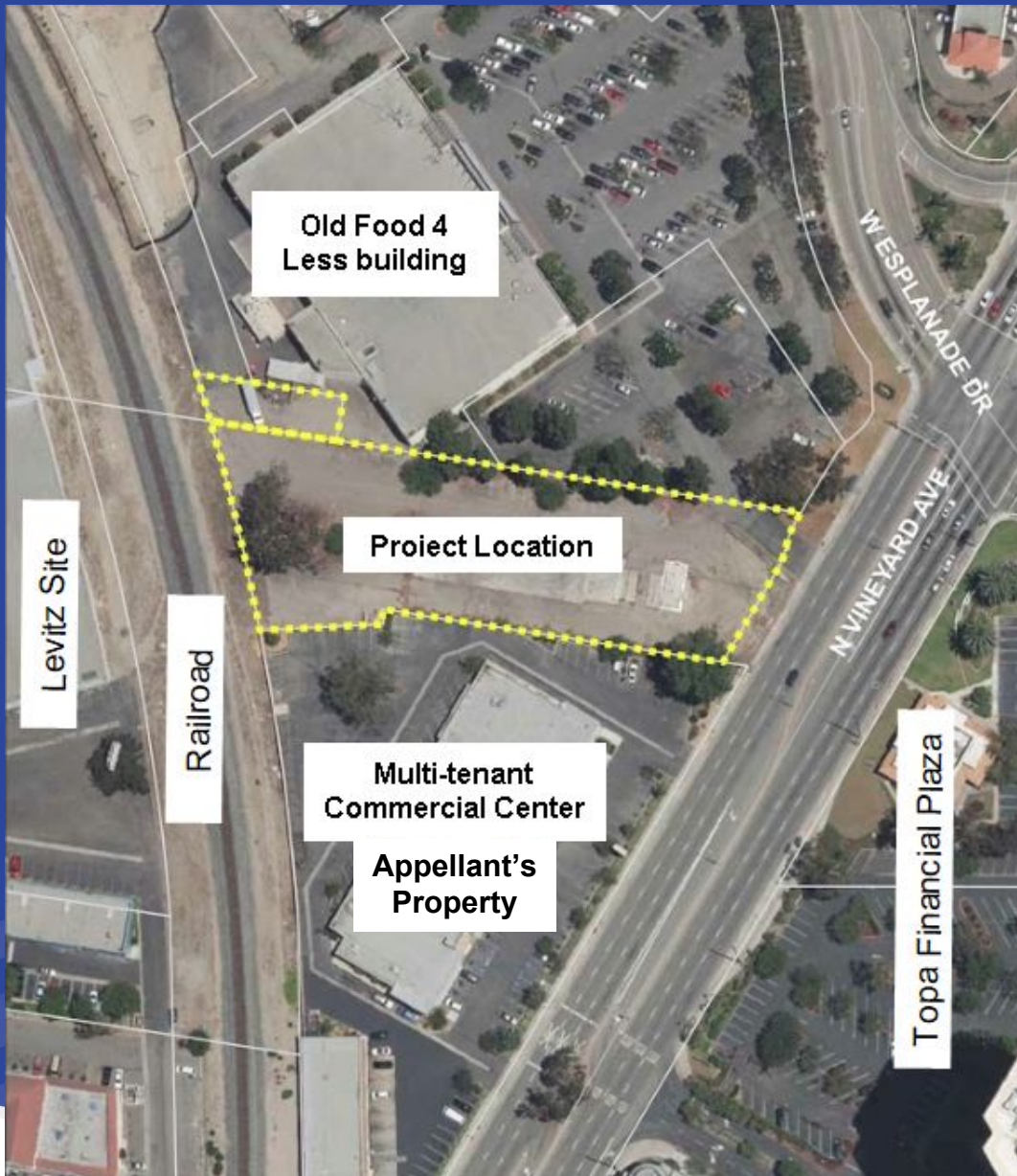
Appeal of Planning Commission's Dec. 20th Special Use Permit approval.

Project:

- 15,940 square-foot, multi-tenant commercial retail building - 2441 N. Vineyard Avenue.
- 22 to 30 foot high single story building
- Vacant lot
- Project in compliance with all General Commercial (C-2) zoning code requirements
- Consistent with the 2030 General Plan

Appeal on the following grounds:

1. Project should be designed with a 77' setback to be consistent with appellant's property.
2. Project 30' height will obscure the appellant's property (traveling southbound on N. Vineyard).
3. Proposed building signage considered "freeway signage".
4. Failed to provide notice of community workshop.

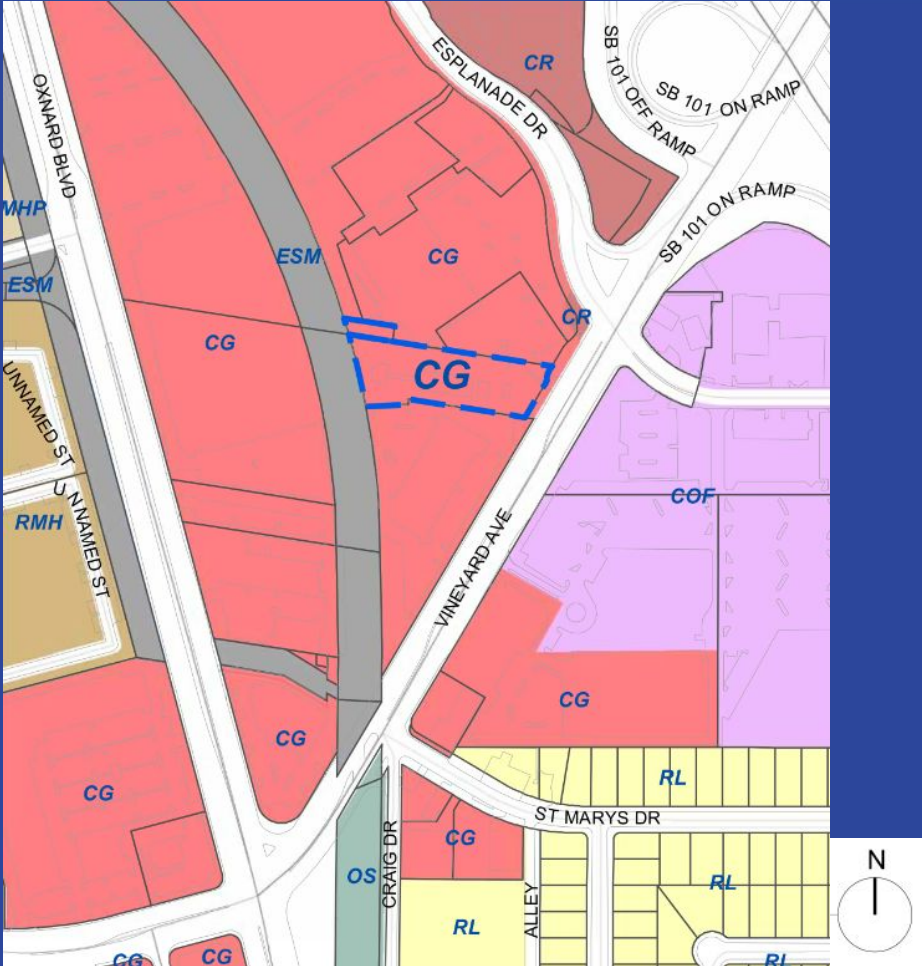


North – Food 4 Less Shopping Center

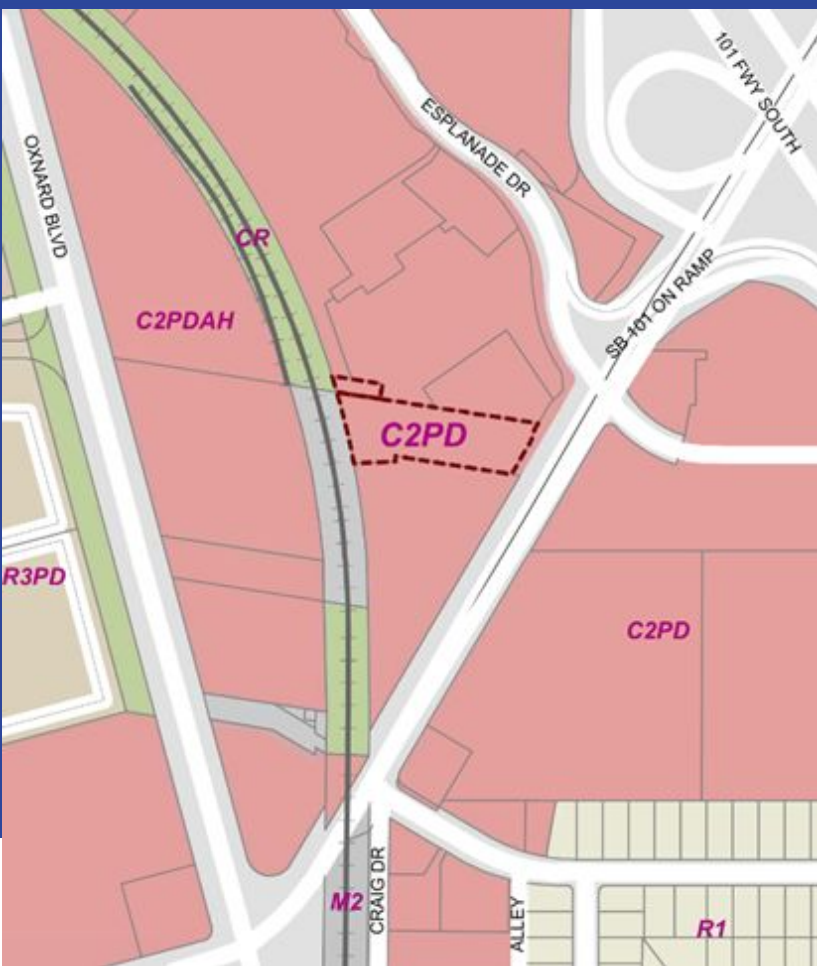
South – Multi-tenant commercial center (Appellant's Property)

East – Topa Financial Plaza

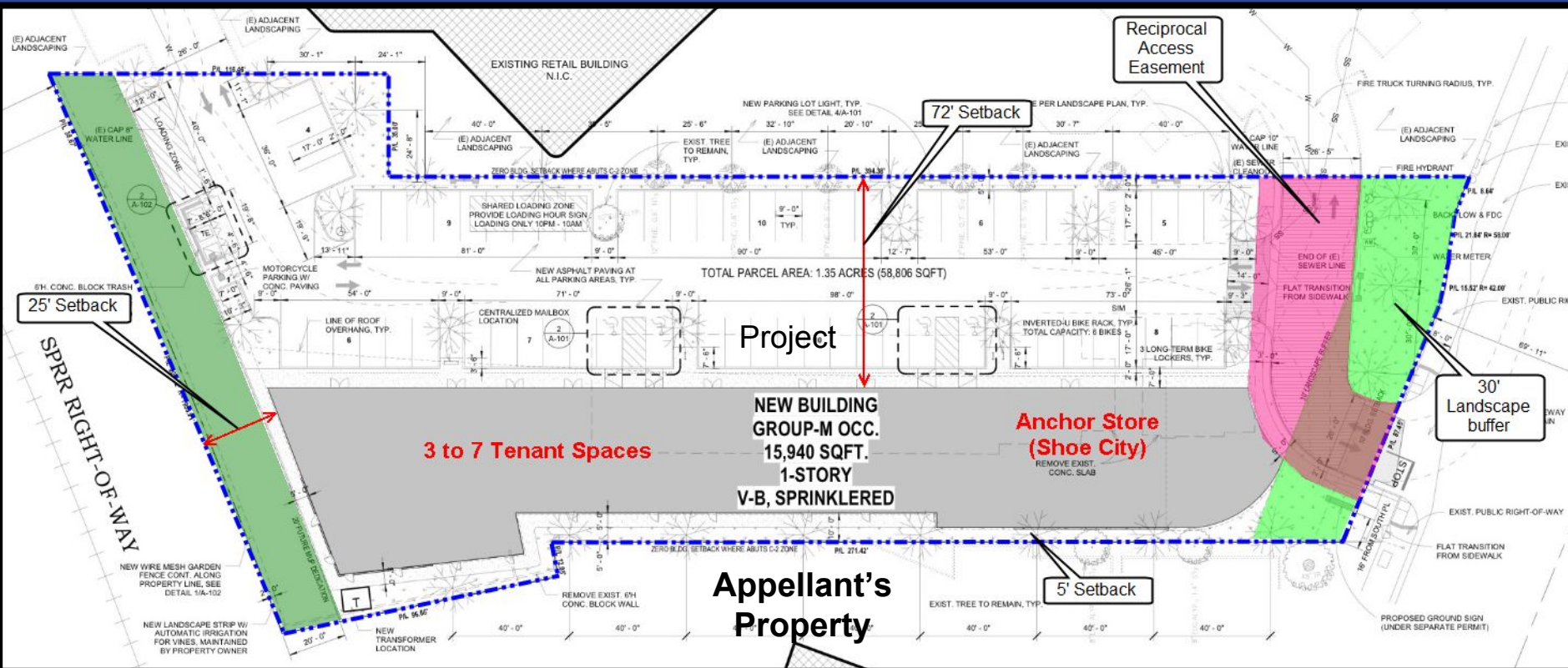
West – Former Levitz site



Commercial General



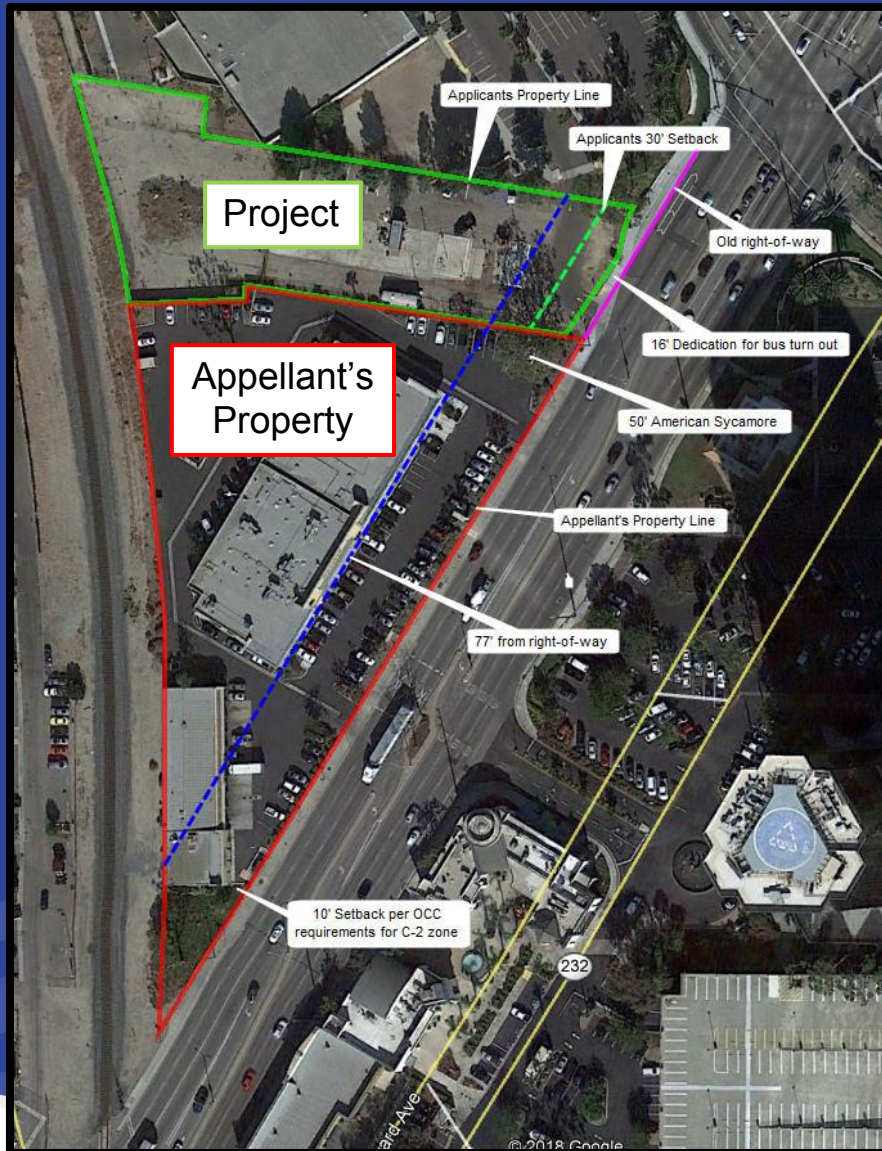
General Commercial – Planned Development



Appeal Point No. 1

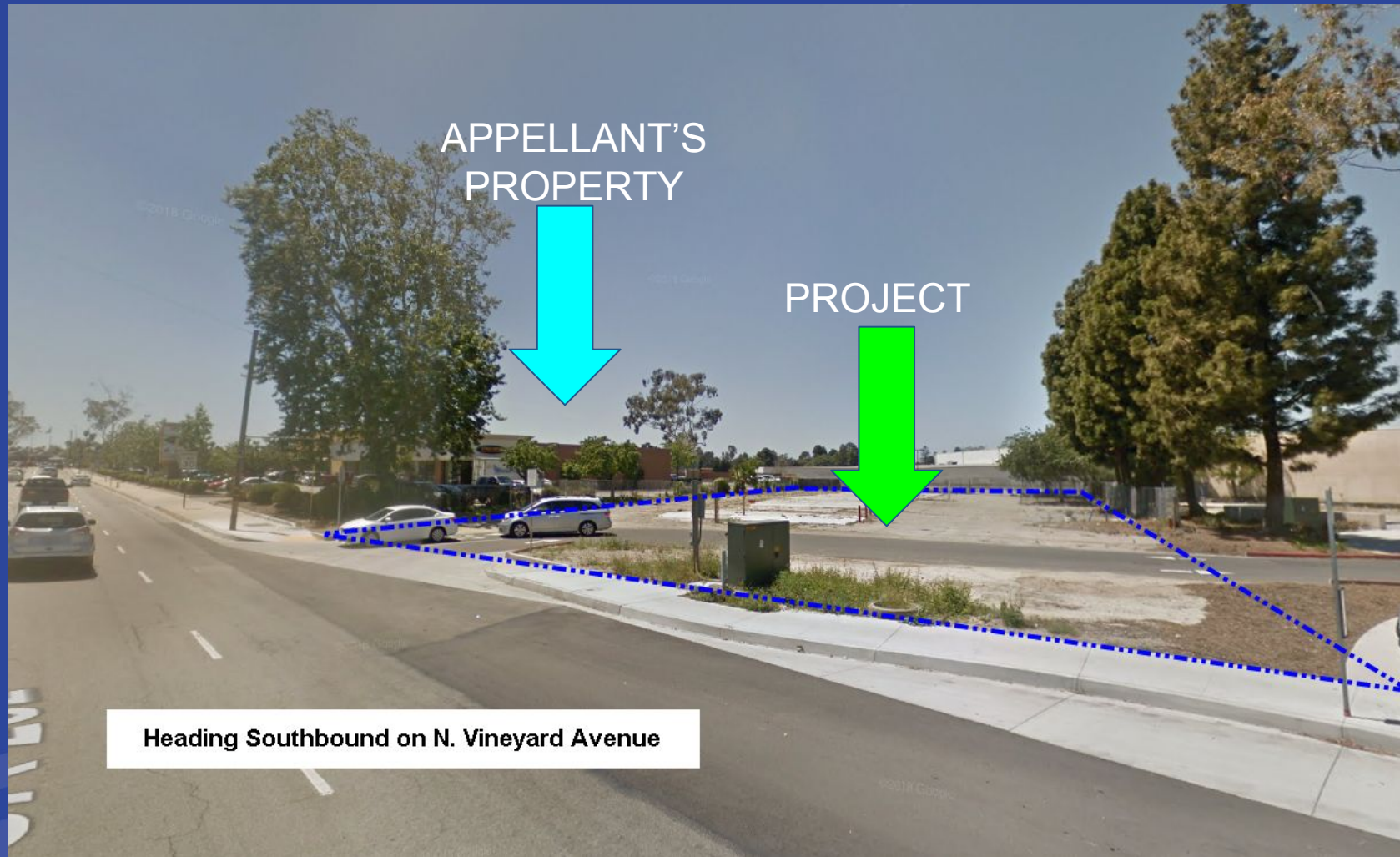
Setbacks on N. Vineyard Ave.

16-540-03, Shoe City - Appeal



- Project should be designed with a 77' setback - consistent with appellant's property.
- Staff Response:
 1. 10' front setback required
 2. Existing bldg. on appellant property has 10' setback.
 3. Applicant meets the required 30' setback.

Bldg. will Obscure Appellant's Property





Appeal Point No. 3

Freeway Signage

16-540-03, Shoe City - Appeal



VIEW SOUTH BOUND ON VINEYARD

NORTHEAST PERSPECTIVE



VIEW AS YOU ENTER PROPERTY FROM WEST END

PERSPECTIVE



VIEW NORTH BOUND ON VINEYARD

PERSPECTIVE

OXNARD
2441 E. VINEYARD AVENUE

Insufficient Notification

- Site Posted for Community Workshop - May 4, 2018.
- Mailed Noticed to 1,248 residents - Rio Lindo neighborhood.
- Site Posted for Planning Commission public hearing on December 10, 2018.
- Mailed Planning Commission meeting notice to the Property Owners within 300 feet radius.
- All notifications were performed consistent with department policy and state law.

- That City Council adopt a resolution upholding the Planning Commission's approval of Planning and Zoning Permit No. 16-540-03 (Special Use Permit), subject to certain findings and conditions set forth in Planning Commission Resolution No. 2018-38.

OXNARD SHOE CITY PLAZA

2441 E. Vineyard Ave., Oxnard CA 93036



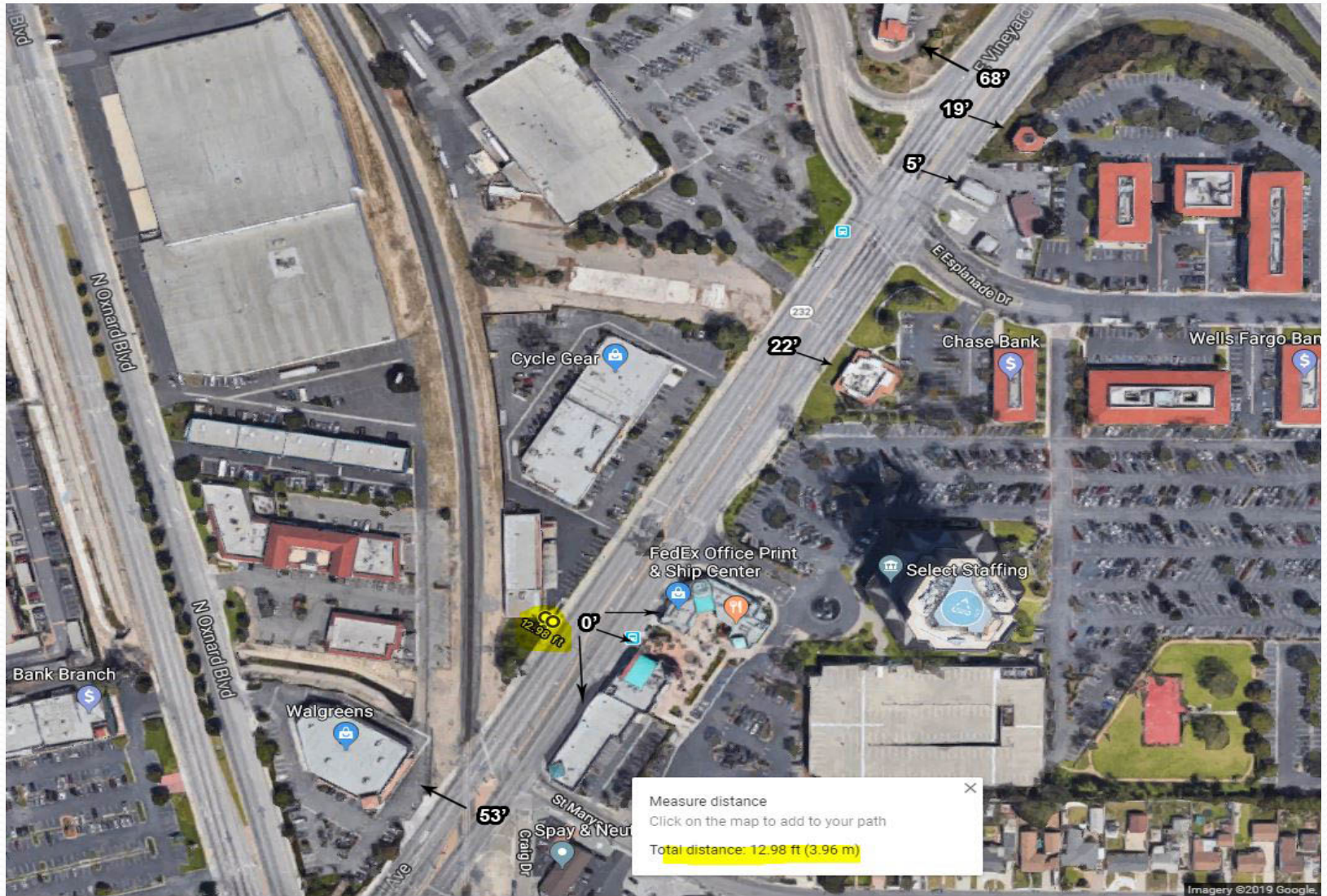
How Will This Plaza Benefit Oxnard

Developing a vacant lot on Vineyard Ave. that is located at one the main entrances into City of Oxnard with a modern commercial building for future business and employment opportunities.

This shopping center will be mostly local or regional business owners. Strengthen Oxnard's economy.

Shoe City (34 regional chain) hires local staff. Generates , on average, \$2M in annual sales

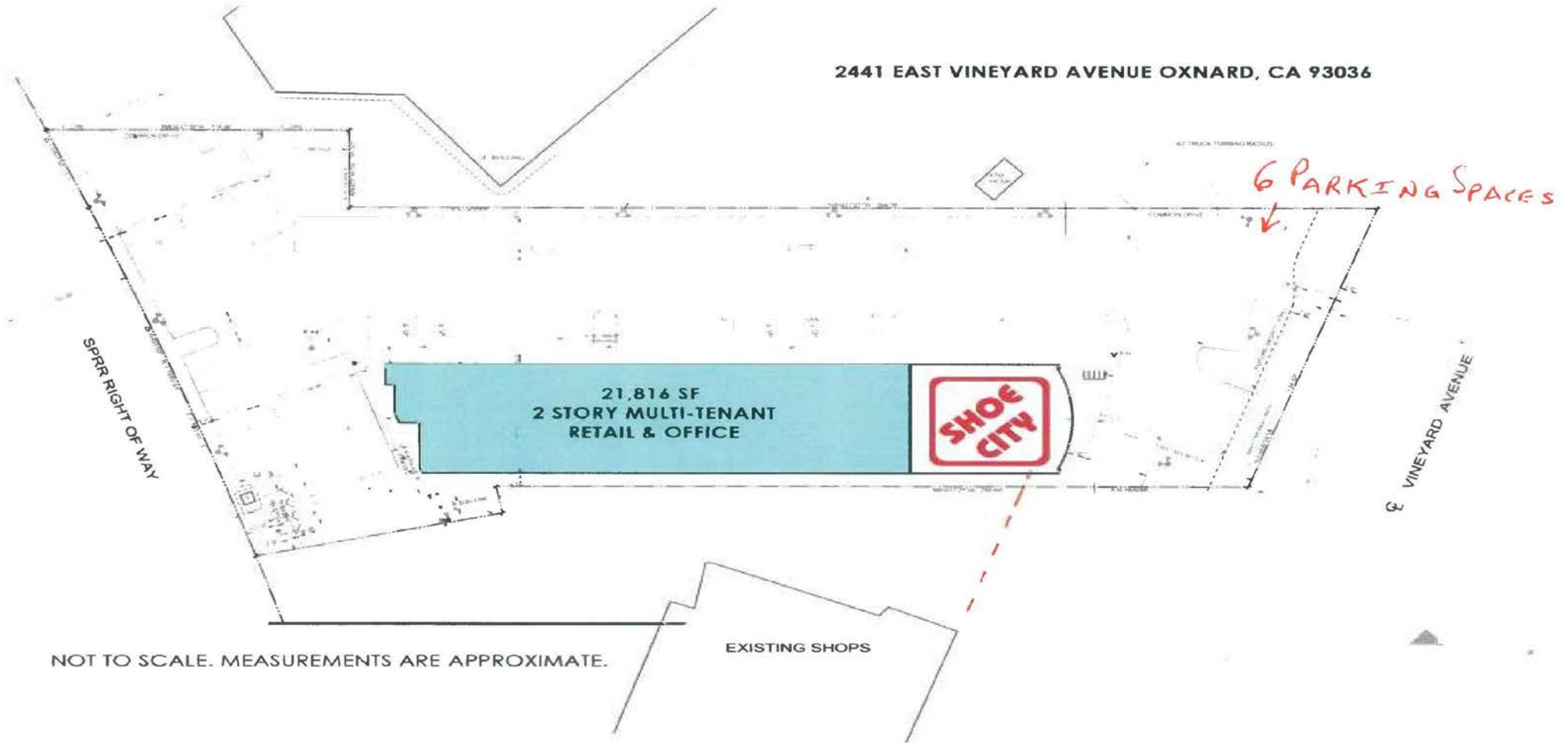
Current Vineyard Ave Setbacks



CARLTON BROWNE OXNARD CENTER'S REQUEST FOR A UNIFORM 77' SETBACK

UNIFORMITY WILL VISUALLY ENHANCE THE VINEYARD STREETScape

2441 EAST VINEYARD AVENUE OXNARD, CA 93036



NOT TO SCALE. MEASUREMENTS ARE APPROXIMATE.

EXISTING SHOPS

Contact: Eric Friedland

Cell: 818.398.0354 | eric@cirecre.com

BRE # 00946545

CIRE Commercial Real Estate | 20855 Ventura Blvd., Suite 7, Woodland Hills, CA 91364 | cirecre.com

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NEW BUILDING
GROUP-M OCC.
15,940 SQFT.
1-STORY
V-B, SPRINKLERED

ACK WHERE ABUTS C-2 ZONE

P/L 271.42

40' - 0"

40' - 0"

40' - 0"

40' - 0"

40' - 0"

40' - 0"

REMOVE EXIST. CONC. SLAB

EXIST. TREE TO REMAIN, TYP.

EXIST. CONC. DRIVEWAY & GUTTER TO REMAIN

EXIST. PUBLIC RIGHT-OF-WAY

FLAT TRANSITION FROM SIDEWALK

16' FROM SOUTH PL.

PROPOSED GROUND SIGN (UNDER SEPARATE PERMIT)

EXISTING RETAIL BUILDING
 N.I.C.

Aerial Map

