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.

CITY OF OXNARD CALIFORNIA

AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
Council Chambers, 305 West Third Street
March 5, 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(D)(1))

CC Name of case: City of Oxnard v. Dale Belcher; Arthur Lopez; et al.
Ventura County Superior Court, Case No. 56-2014-00450216-CU-CO-VTA

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

CC Based on existing facts and circumstances, there is significant exposure to litigation against the City in one potential case.

3. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957)

CC Title: City Attorney

D. APPOINTMENT ITEMS (5:00 PM)

City Manager Department

1. SUBJECT: Report from Ventura County Watershed Protection District on Oxnard Projects (10/10/10)

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)

RECOMMENDATION: That the Oxnard City Council receive and file a report on the status of joint, collaborative projects between the City of Oxnard and the Ventura County Watershed Protection Agency from Gerard Kapuscik, Strategic Resiliency Group Manager, Ventura County Watershed Protection District.
Legislative Body: CC Contact: Alexander Nguyen Phone: (805) 385-7430

2. SUBJECT: Citizen Advisory Groups Ordinance (10/10/10)
RECOMMENDATION: That City Council approve the first reading by title only and waive further reading of an ordinance amending Article II of Chapter 2 of the Oxnard City Code related to Citizen Advisory Groups.
Legislative Body: CC Contact: Alexander Nguyen Phone: (805) 385-7430

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 Saint Paul Baptist Church on the Occasion of Their 100th Anniversary.

2. SUBJECT: Presentation of a Commendation to Oxnard Certified Green Businesses.

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. PUBLIC HEARINGS

City Manager Department

1. SUBJECT: Resolution Declaring Results of Majority Protest Proceedings and Establishing the Oxnard Tourism Marketing District (5/5/10)
RECOMMENDATION: That City Council: 1) hold a final public hearing, 2) declare results of the majority protest proceeding, and 3) adopt the Resolution establishing the Oxnard Tourism Marking District.

Legislative Body: CC Contact: Ashley Golden Phone: (805) 385-7882

Development Services Department

2. SUBJECT: Appeal of Planning and Zoning Permit No. 18-500-01 (Special Use Permit for a Planned Development); 18-300-05 (Tentative Tract Map for Tract No. 6009); and 18-535-01 (Density Bonus). Heritage Homes Development Project, Located at 130-184 North H Street and 838 Palm Drive. (10/10/10)
RECOMMENDATION: That City Council:
1. Adopt a resolution upholding the Planning Commission's approval of Planning and Zoning Permit No. 18-500-01 (Special Use Permit for a Planned Development Permit), subject to certain findings and conditions set forth in Planning Commission Resolution No. 2018-35;
2. Adopt a resolution upholding the Planning Commission's approval of Planning and Zoning Permit No. 18-535-01 (Density Bonus Permit), subject to certain findings and conditions set forth in Planning Commission Resolution No. 2018-37; and
3. Adopt a resolution approving Planning and Zoning Permit No. 18-300-05 (Tentative Tract Map for Tract No. 6009), subject to certain findings and conditions set forth in Planning Commission Resolution No. 2018-36.
Legislative Body: CC Contact: Ashley Golden Phone: (805) 385-7882

I. 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.

J. 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.

K. 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.

L. 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.

M. INFORMATION CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.
RECOMMENDATION: That the City Council approve the minutes of the February 19, 2019 Regular Meeting as presented.
Legislative Body: CC Contact: Michelle Ascencion Phone: (805) 385-7805

Development Services Department

2. SUBJECT: Sixth Amendment and Budget Appropriation for Jan-Pro Cleaning Systems—Central Coast Trade Services Agreement No. A-7846 for Janitorial Services at the Oxnard Transit Center.
RECOMMENDATION: That City Council:
1 Approve and authorize the Mayor to execute the Sixth Amendment to the Trade Services Agreement No. A-7846 with Jan-Pro Cleaning Systems – Central Coast to increase the amount from $502,996 not to exceed $531,193 (an increase of $27,197 plus a $1,000 contingency) and to extend the expiration date to May 1, 2019, for janitorial services at the Oxnard Transit Center at 201 East Fourth Street.
2. Approve the appropriation of $28,197, which includes a contingency of $1,000, for an additional two months of janitorial services at the Oxnard Transit Center (Account No. 213-3110-803-8209).
Legislative Body: CC Contact: Jeffrey Lambert Phone: (805) 385-7882

Human Resources Department

3. SUBJECT: Amending the City's Position Control Resolution and Classification and Salary Resolution.
RECOMMENDATION: That City Council adopt pursuant to Chapter 4 of the City's Personnel Rules and Regulations:
1. A resolution amending Resolution No. 15,153 authorizing and approving classification and salary schedules.
2. A resolution amending Resolution No. 15,152 authorizing full-time equivalent positions in the City service.
Legislative Body: CC Contact: Steve Naveau Phone: (805) 385-7947

Public Works Department

4. SUBJECT: Personnel Classifications for Public Works, Environmental Resources Division.
RECOMMENDATION: That City Council adopt pursuant to Chapter 4 of the City Personnel Rules and Regulations:
A resolution amending Resolution No. 15,153, adding six (6) new classifications.
A resolution amending Resolution No. 15,152, authorizing full time equivalent positions for the 2018-2019 fiscal year
(Public Works and Transportation Committee approved 3-0)

Legislative Body: CC Contact: Rosemarie Gaglione Phone: (805) 385-8055

5. SUBJECT: Approve Second Amendment to Ventura County Watersheds Coalition Interagency Agreement
RECOMMENDATION: That City Council approve and authorize the Mayor to execute a Second Amendment to the Memorandum of Understanding (MOU) Agreement A-7091 with the Watersheds Coalition of Ventura County, to:
(1) Extend the term of the MOU Agreement for five (5) years through August 22, 2023; and
(2) Increase the value of the MOU by $40,000 per Fiscal Year, for a total amount of $200,000.
Legislative Body: CC Contact: Rosemarie Gaglione Phone: (805) 385-8055

6. SUBJECT: Third Amendment to VRSD Santa Clara Landfill Gas and Water Monitoring Agreement.
RECOMMENDATION: That City Council approve and authorize the Mayor to execute the Third Amendment to Agreement No. 7167-15-CM with Ventura Regional Sanitation District for monitoring and reporting for the City of Oxnard's closed Santa Clara Landfill to increase the amount of the Agreement by $99,987 to $418,215.91, and extend the term to June 30, 2019.
Legislative Body: CC Contact: Rosemarie Gaglione Phone: (805) 385-8055

7. SUBJECT: Second Amendment to Agreement for Supplemental Waste Transfer Hauling.
RECOMMENDATION: That City Council approves and authorizes the Mayor to execute a Second Amendment to Agreement No. 7978-17-PW with Finish Line Transport, to:
1. Extend the term to May 8, 2021; and
2. Add $150,000; increasing the agreement value from $210,000 to $360,000.
(Public Works and Transportation Committee approved 3-0)
Legislative Body: CC Contact: Rosemarie Gaglione Phone: (805) 385-8055

N. REPORTS

Development Services Department

1. SUBJECT: Exception Finding for Villa Las Brisas Renovation Project Located at 1700 East Fifth Street. (5/10/10)
RECOMMENDATION: That the City Council find that the proposed renovation of Villa Las Brisas farmworker employee housing facility located at 1700 East Fifth Street is needed in the interest of the public health, safety, and welfare and qualifies for the exception under Oxnard City Code (OCC) Section 16-511, "Exemptions." (The Housing and Economic Committee approved 3-0).
Legislative Body: CC Contact: Jeffrey Lambert Phone: (805) 385-7882

O. ADJOURNMENT

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CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Appointment Item** **AGENDA ITEM NO.: 1**

DATE: March 5, 2019

TO: City Council

FROM: Alexander Nguyen
City Manager

SUBJECT: Report from Ventura County Watershed Protection District on Oxnard Projects (10/10/10)

CONTACT: Alexander Nguyen, City Manager
Alexander.Nguyen@oxnard.org, (805) 385-7430

RECOMMENDATION:

That the Oxnard City Council receive and file a report on the status of joint, collaborative projects between the City of Oxnard and the Ventura County Watershed Protection Agency from Gerard Kapuscik, Strategic Resiliency Group Manager, Ventura County Watershed Protection District.

PUBLIC WORKS
VENTURA COUNTY

Informational Status Update Presentation on Three Major Flood Protection Projects in the City of Oxnard

March 5, 2019 City Council Meeting

Watershed Protection District
VENTURA COUNTY

Watershed Protection

March 5, 2019

Presenters

- ***Glenn Shephard*** — Director, Ventura County Watershed Protection District (VCWPD)
- ***Gerard Kapuscik*** — Manager, Strategic Resiliency Group and Levee Certification Program Manager, VCPWA

Presentation Highlights

- VCPWA-WPD's Mission, Vision and Resource Protection Focus
- Key Strategic Drivers for Oxnard Flood Protection Projects
- Informational Status Update on Three Major Flood Protection Projects in Oxnard:
  - *tšumaš* creek Flood Channel Improvements (formerly J-Street Drain)
  - Santa Clara River Levee Downstream of Hwy 101 (SCR-3)
  - Santa Clara River Levee Upstream of Hwy 101 (SCR-1)
- Next Steps, Funding Challenges, and Tentative Performance Schedule
- Questions? Comments?

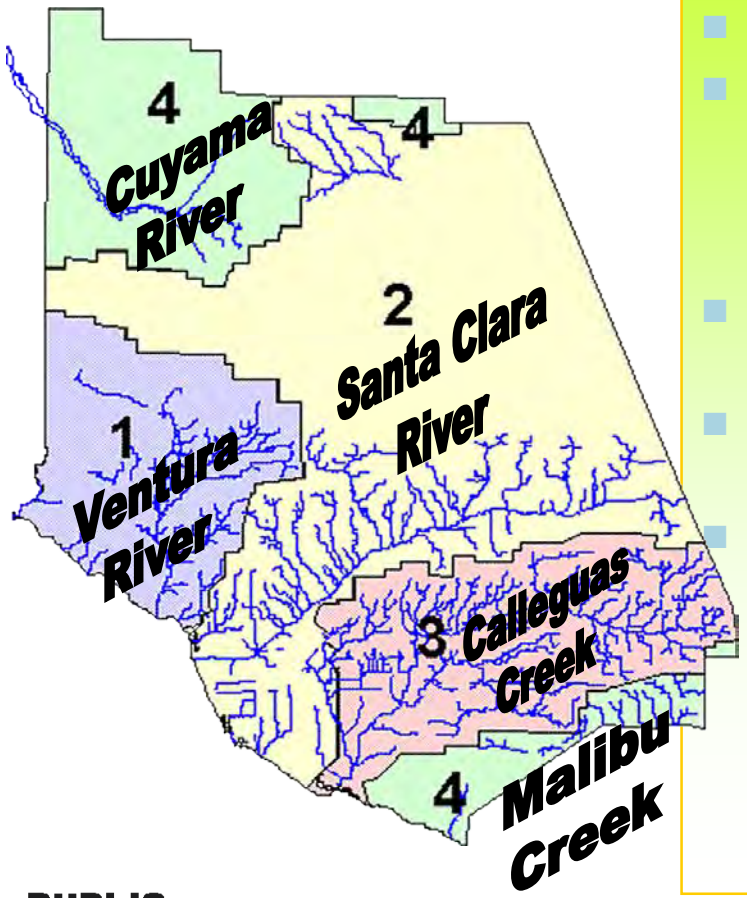
OUR **MISSION**

Protect life, property and community infrastructure from flood events, improve water resources management, and enhance the health and natural function of watersheds in Ventura County

OUR **VISION**

We champion an environmentally-resilient and economically-sustainable future for Ventura County watersheds through regional leadership and building community alliances benefiting current and future generations.

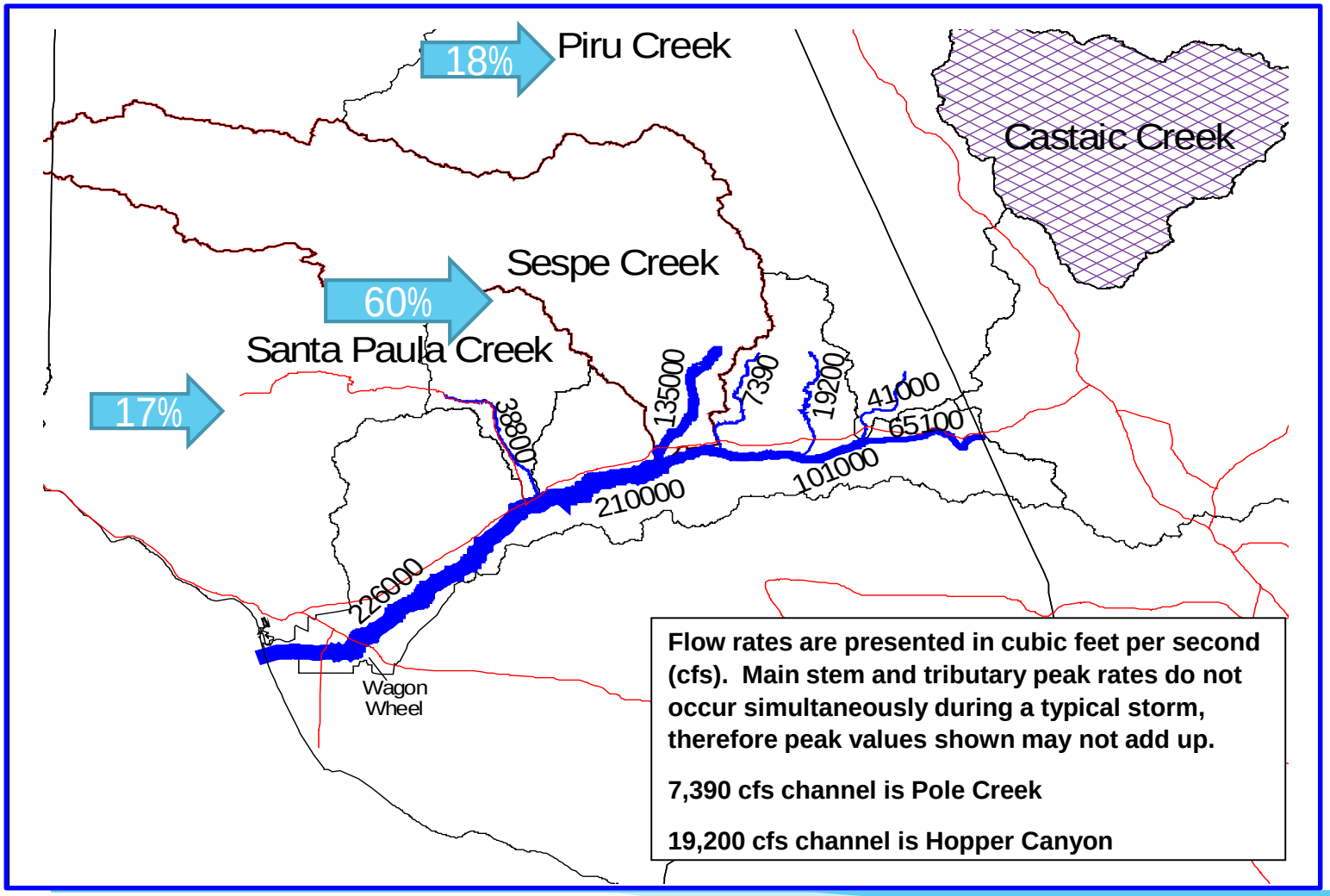
Geographic Overview: Watersheds & District Zones



- Created by the State Legislature in **1944** (Ventura County Flood Control Act)
- Area: 1800 Sq. Miles; **4 Zones**
- Three Major Watersheds
  - Calleguas Creek
  - Santa Clara River
  - Ventura River
- Includes **All 10** Cities and the County Unincorporated Areas
- Countywide **Dependent** Special District governed by the Board of Supervisors
- Major Flood Protection Facilities:
  - Access Roads: 230 Miles
  - Maintained Channels: 209 Miles
  - Levees: 68 Miles
  - Underground Culverts: 5 Miles
  - Dams: 56
  - Pumping Stations: 4

Santa Clara River Watershed Setting

Lower Santa Clara River Watershed: 1% Annual Chance Flood Flow Volumes



Project Stakeholders

Federal Emergency Management Agency

US Army Corps of Engineers

City of Oxnard

Neighborhood Councils

United Water Conservation District

Ventura County Farm Bureau

US Fish and Wildlife Service

California Department of Fish & Wildlife

National Marine Fisheries Service

Ventura County Stormwater Program

CalTrans

Native American Groups

State Coastal Conservancy

Fox Canyon Groundwater Management Agency (GW Sustainability Agency)

California Department of Water Resources

State Water Resources Control Board

Los Angeles Regional Water Quality Control Board

Rio School District

Santa Clara River Watershed Committee

The Nature Conservancy

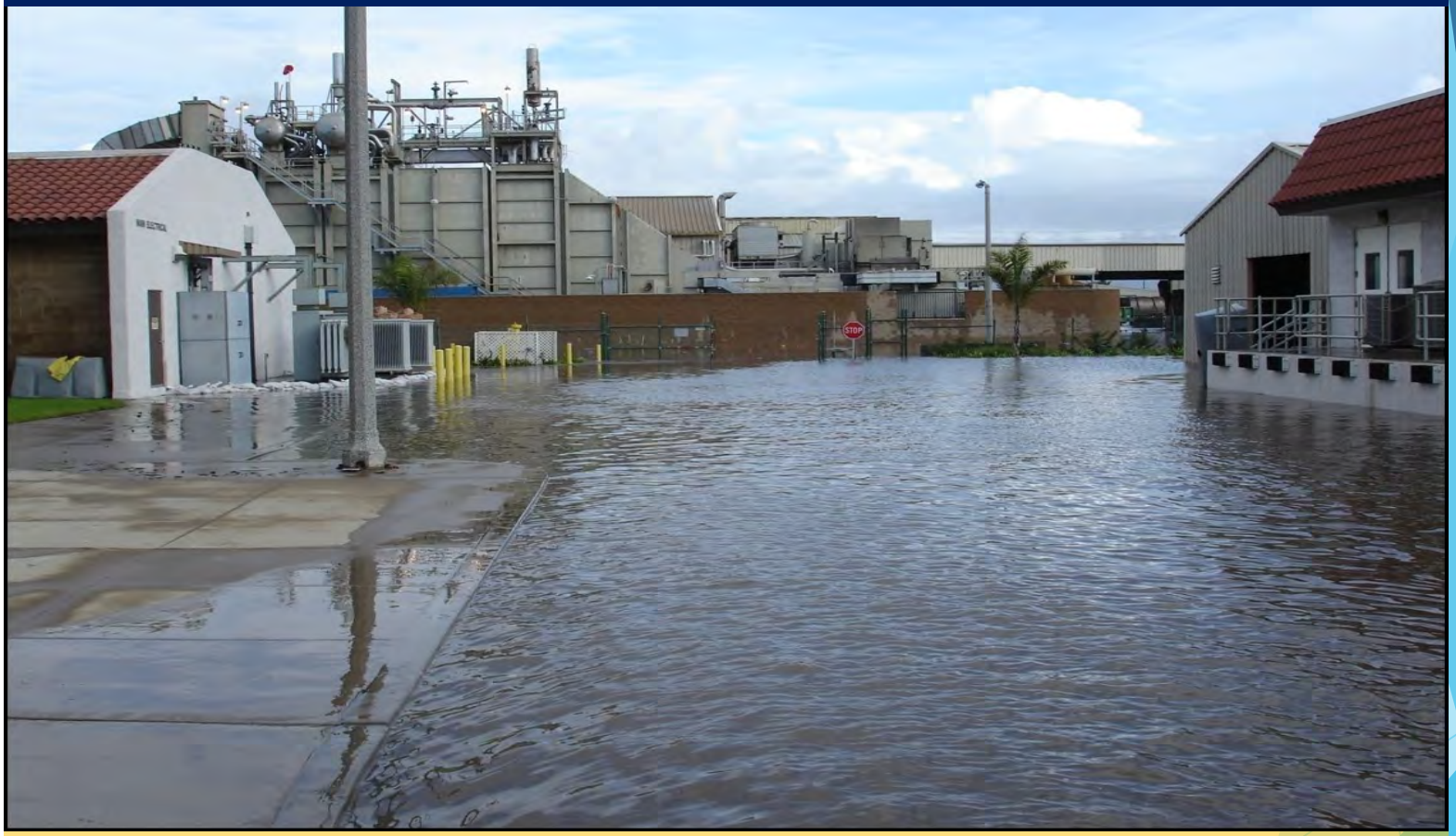
Friends of the Santa Clara River

Ventura Audubon Society

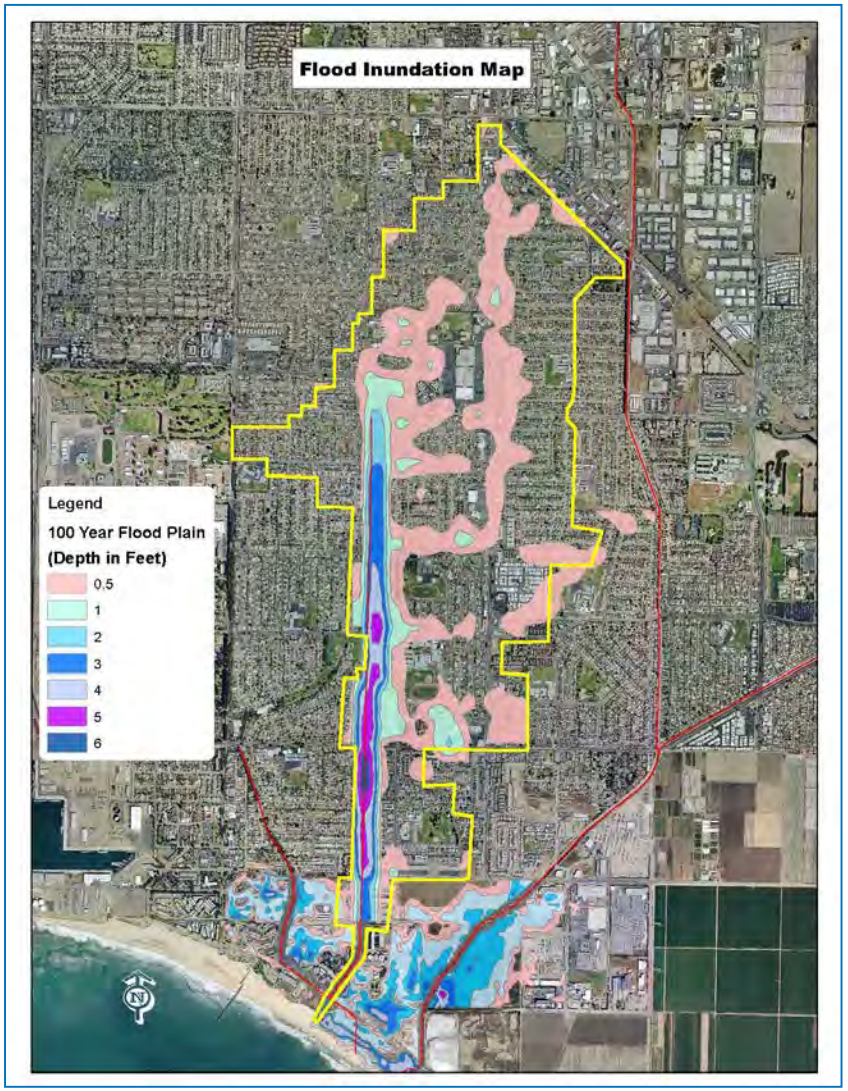
CalTrout

Sierra Club

tšumaš Creek Project

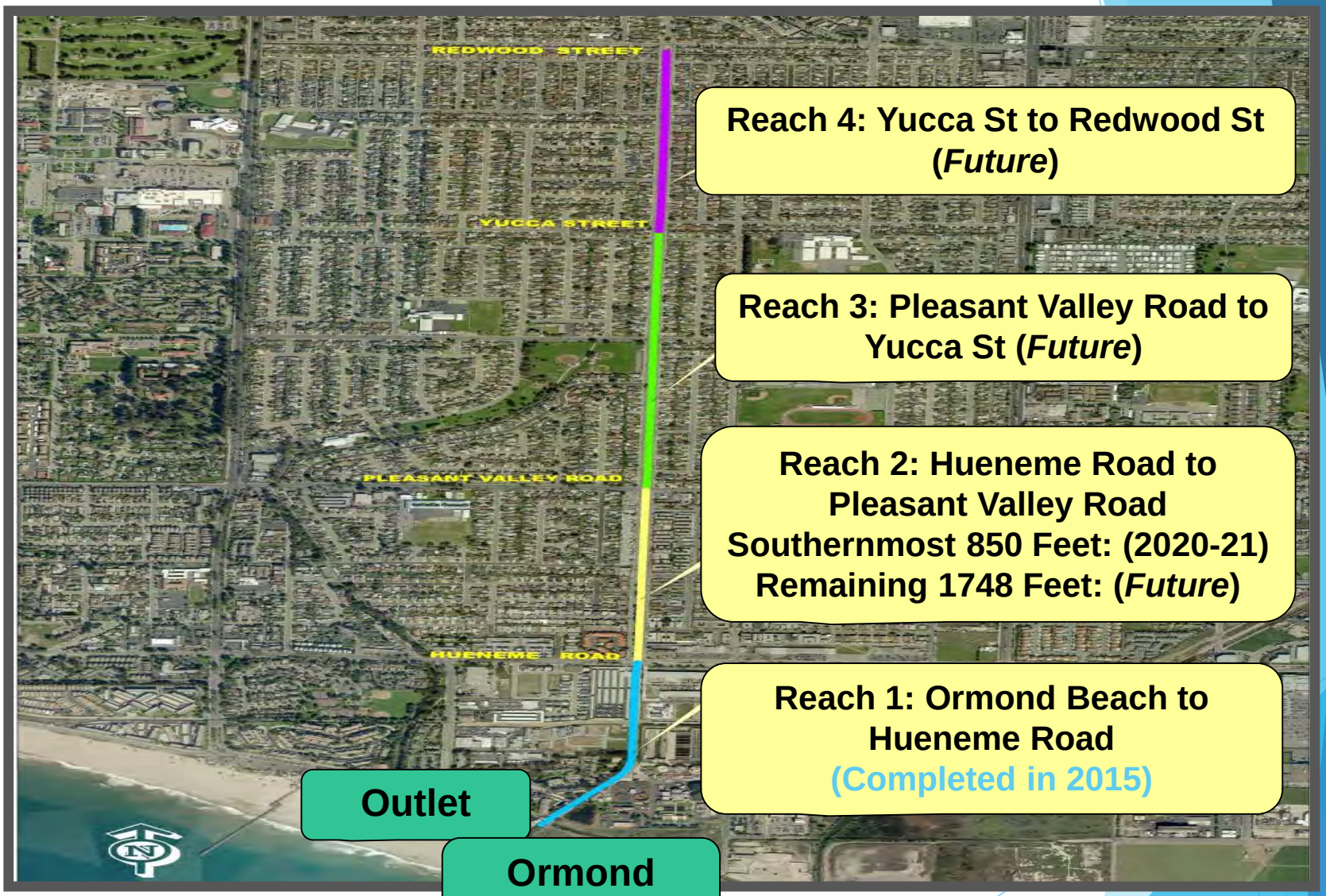


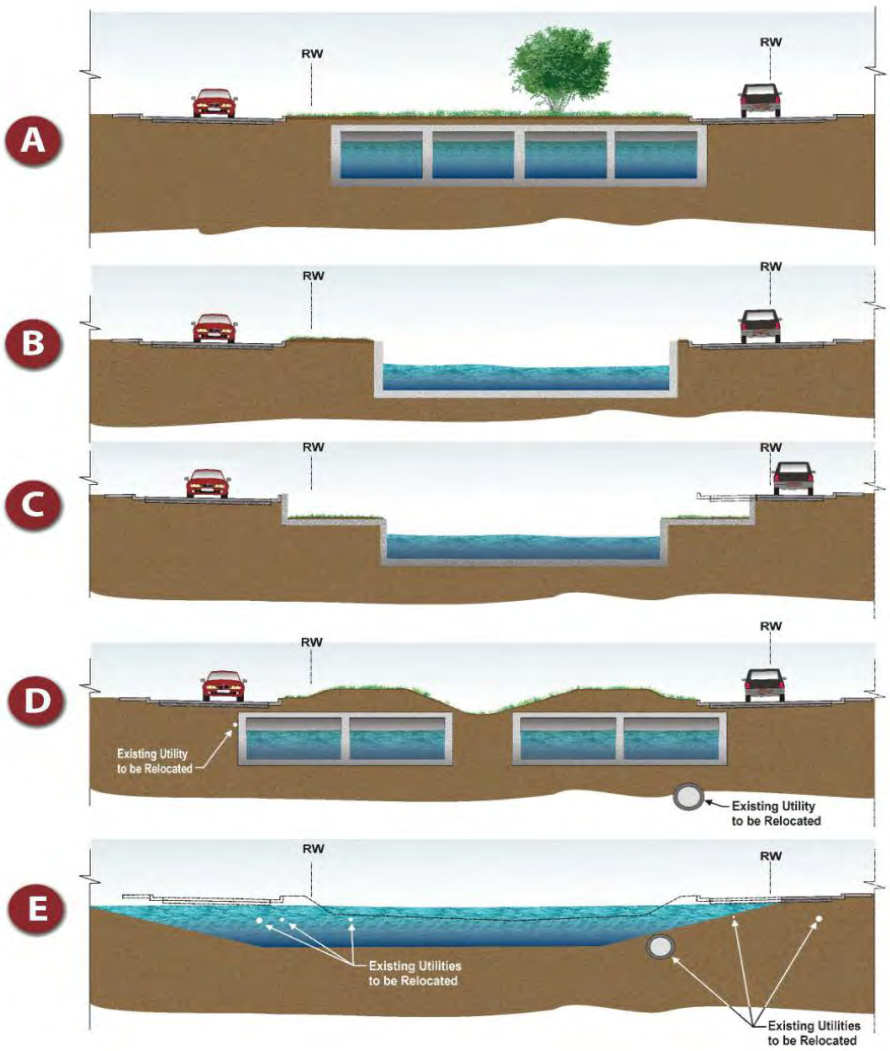
Oxnard Wastewater Treatment Plant Flooding
January 18, 2010



FLOOD PROTECTION BENEFIT

Over 400 Homes and Businesses would be Protected from Floodwater ≥ 1 foot deep


REDWOOD STREET
YUCCA STREET
PLEASANT VALLEY ROAD
HUENEME ROAD
Reach 4: Yucca St to Redwood St (*Future*)
Reach 3: Pleasant Valley Road to Yucca St (*Future*)
Reach 2: Hueneme Road to Pleasant Valley Road
Southernmost 850 Feet: (2020-21)
Remaining 1748 Feet: (*Future*)
Reach 1: Ormond Beach to Hueneme Road
(Completed in 2015)
Outlet
Ormond Lagoon



2015 CHANNEL ALTERNATIVES*

- ❑ **A: Reinforced Concrete Box Culvert (not south of Hueneme Rd) – Preferred, if we can find $$$**
- ❑ B: Vertical Wall Channel
- ❑ C: Low Flow Channel with Overflow Area
- ❑ D: Dual Reinforced Box Culvert (not south of Hueneme Road)
- ❑ E: Natural Channel Section

*Not to Scale

EXISTING INTERSECTION

PORT HUENEME ROAD AT J STREET

POSSIBLE CITY LINEAR PARK IDEA

tšumaš Creek Project

Next Steps and Tentative Schedule

Request extension of the performance period for the original **$4.419 Million** Prop 84, Project#4 grant award received from the DWR for Reach 2, and request re-programming of **$2.964 Million** in unexpended Project #2 grant award monies towards the estimated **$9.715 Million** construction cost of the southernmost 850 linear feet portion of Reach 2. (**Currently underway**)

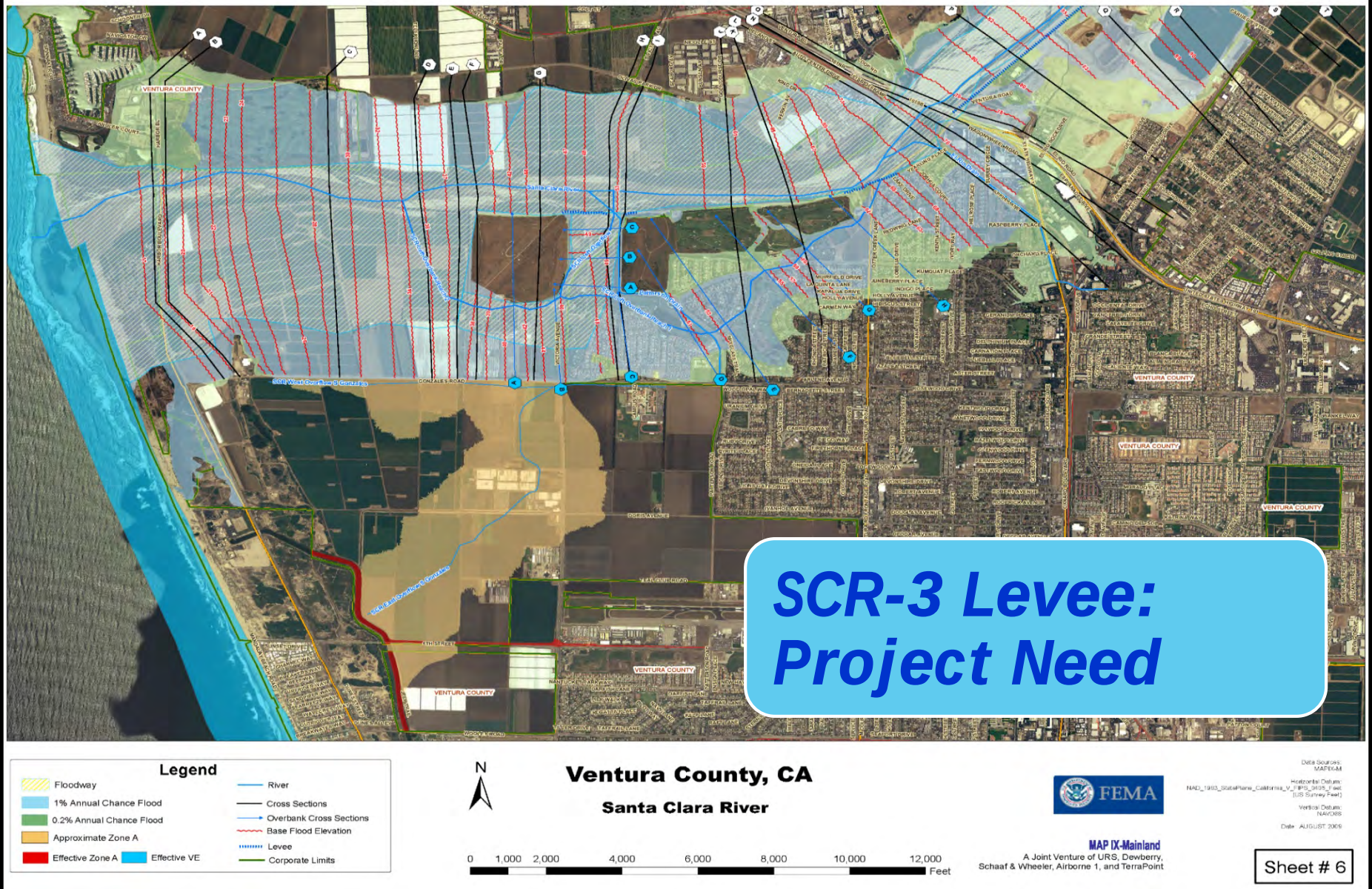
Working collaboratively, with the City, complete both a Cost-Share Agreement and Final Design Plans for the construction of the southernmost 850 linear feet portion of Reach 2. (**Q4 - 2019**)

Bid Package Solicitation (**Q1 -2020**)

Board of Supervisors Award of Construction Contract (**Q2-2020**)

Construction (**Q3-2020- Q2-2021**)

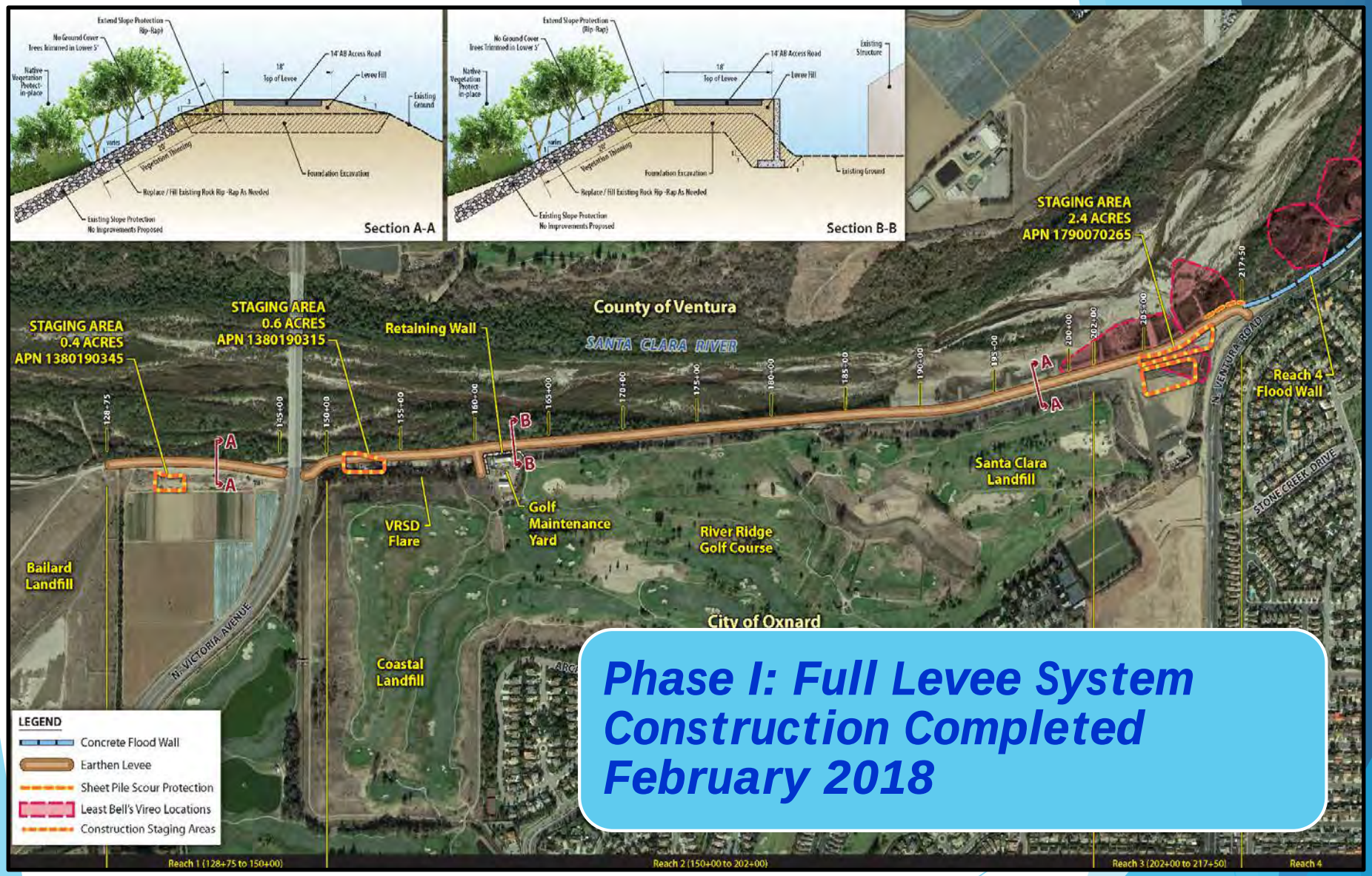
SCR-3 Levee: Project Need



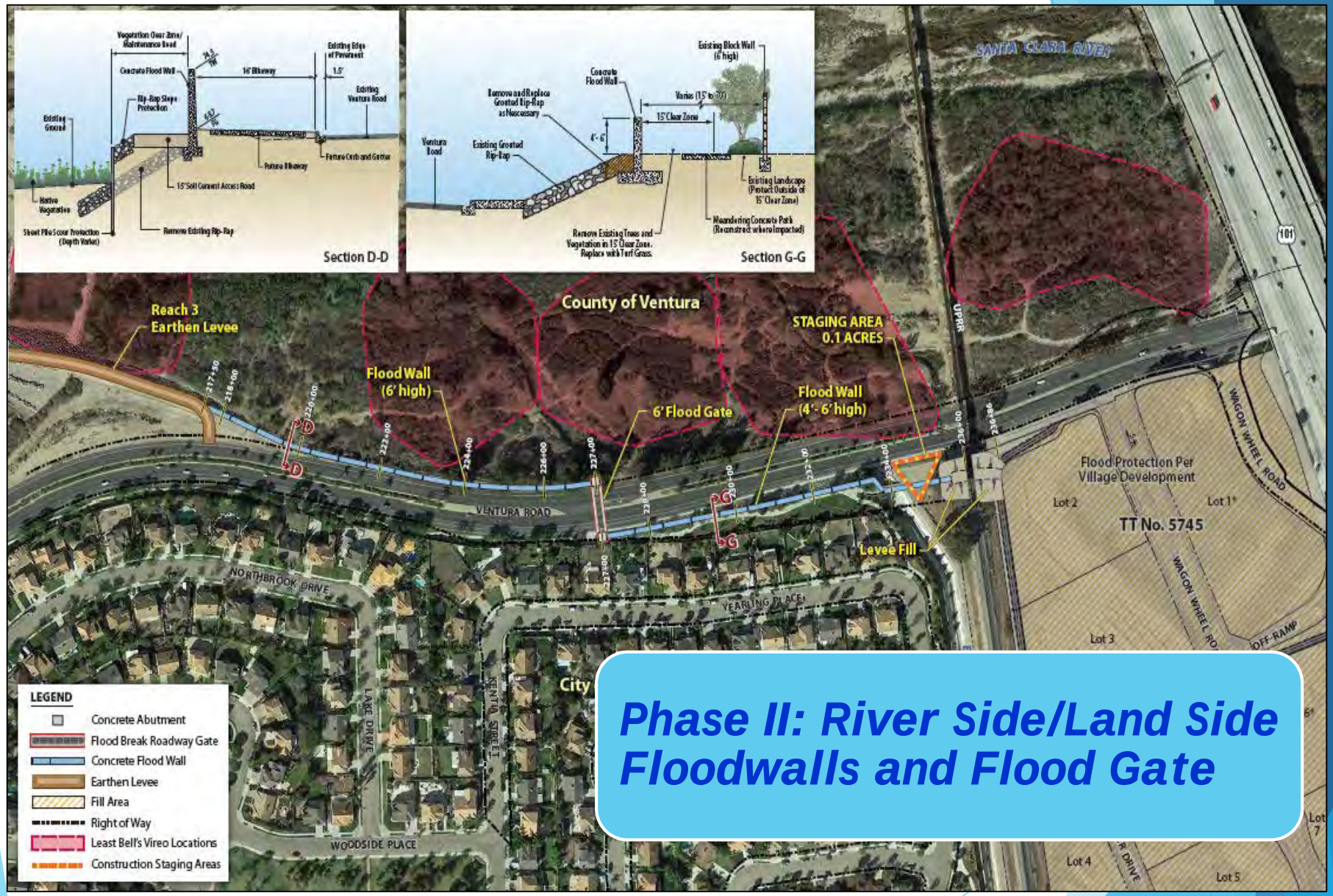
SCR-3 Levee – Project Reaches and Phasing

PUBLIC VENTURA COUNTY WORKS

Watershed Protection



Phase I: Full Levee System Construction Completed February 2018

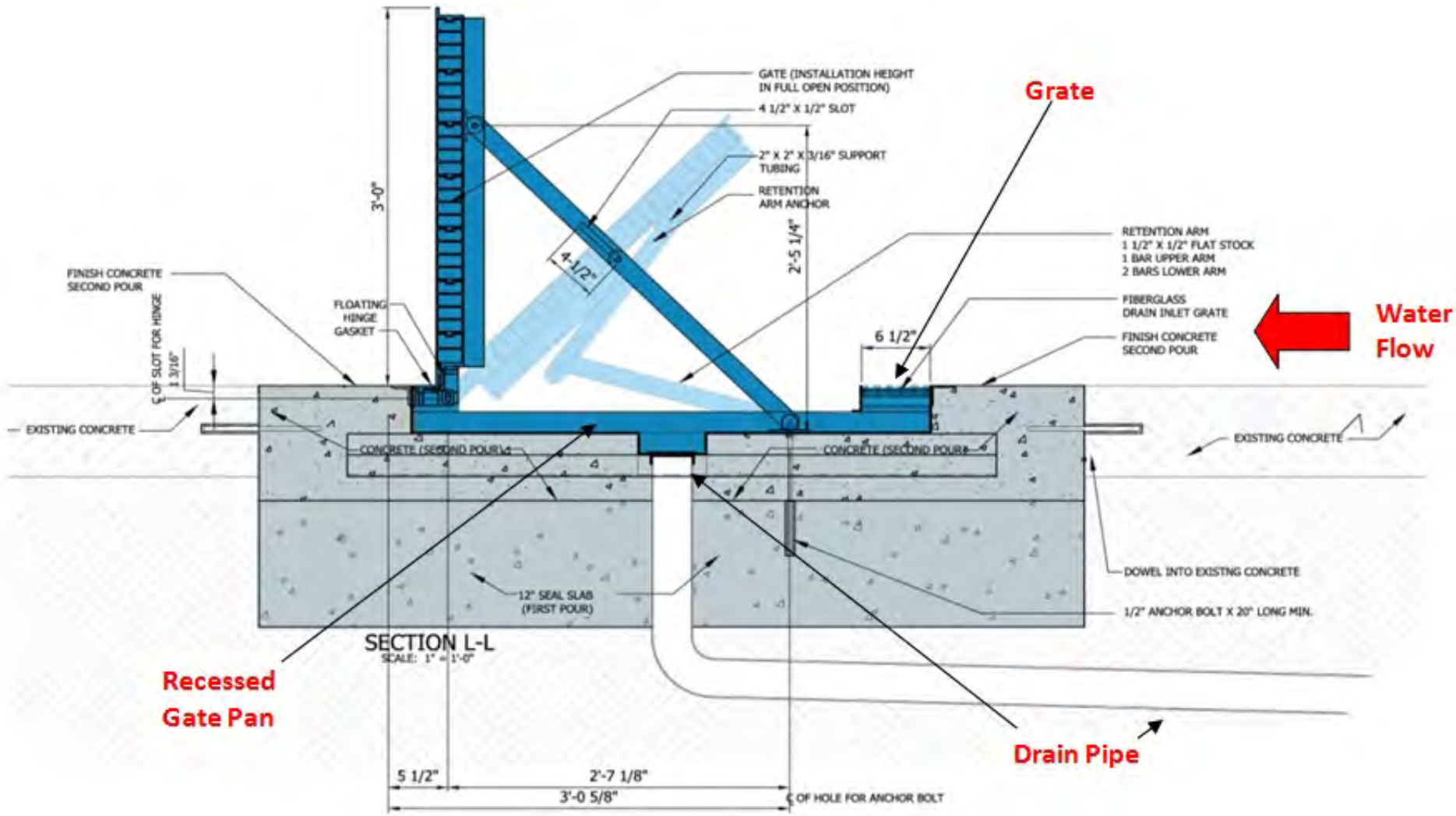


Phase II: River Side/Land Side Floodwalls and Flood Gate

PUBLIC VENTURA COUNTY WORKS

Watershed Protection

FloodBreak® Automatic Floodgate Design



SCR-3 Levee Project: Next Steps and Tentative Schedule

FEMA decision on $5 Million HMGP Grant Funding Application (**Q2-2019**)

Finalization of Joint Project Delivery and Funding Agreement between the City and the District (**Q3 - 2019**)

Oxnard City Council Consideration of Adoption of Cooperative Project Delivery and Funding Agreement (**Q4 - 2019**)

Board of Supervisors Consideration of Adoption of Cooperative Project Delivery and Funding Agreement with the City (**Q1 - 2020**)

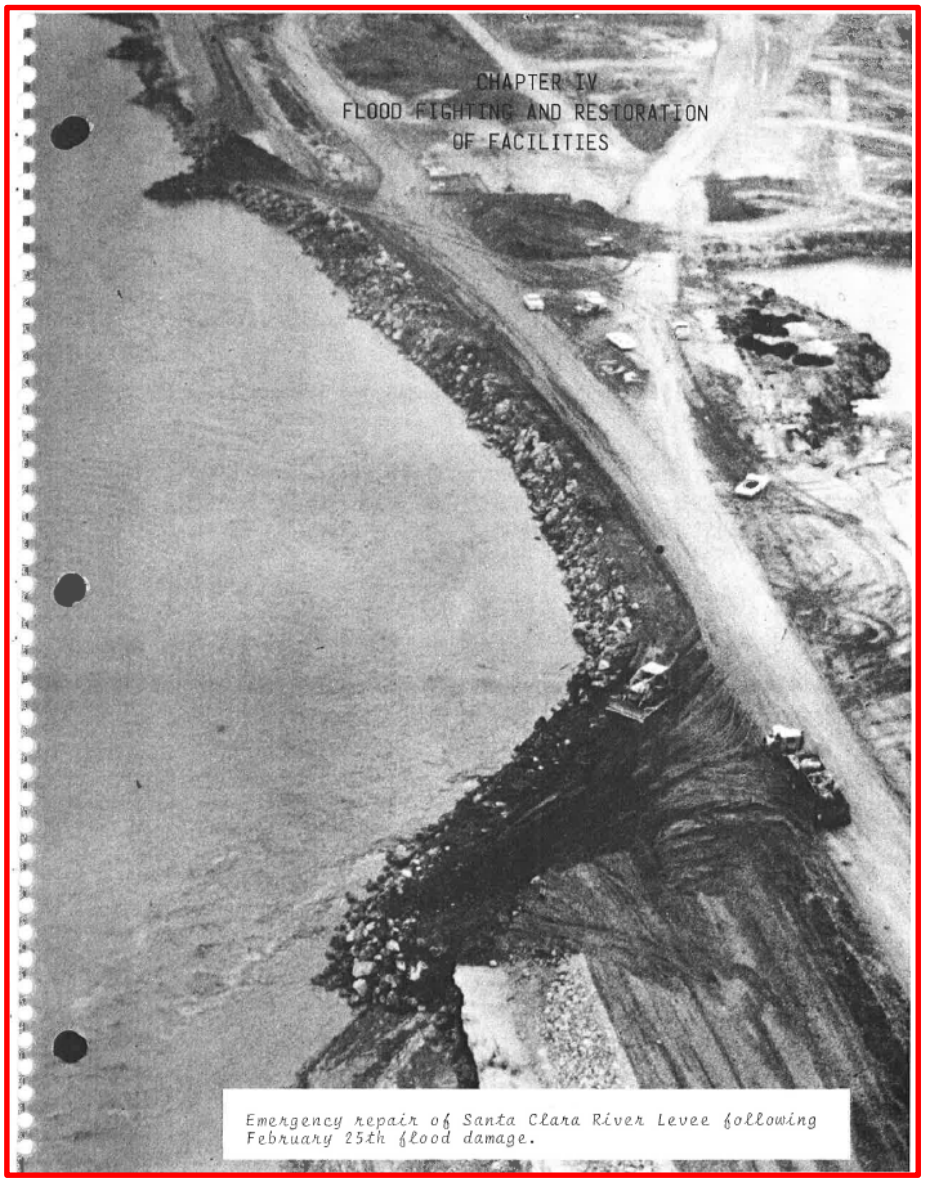
Bid Package Solicitation (**Q3 - 2020**)

Board of Supervisors Award of Construction Contract (**Q1 - 2021**)

Construction Completion (**Q3 - 2022**)

SCR-1 Levee History and Damage Background Info

- Originally designed and constructed by U.S. Army Corps of Engineers (USACE)
- Completed in 1961, 4.72 miles of levee with 40 groins.
- 1969 floods breached 2,100 linear feet of the levee and groins, which were repaired by the District.
- 1983 floods damaged groins, which were also repaired by the District.



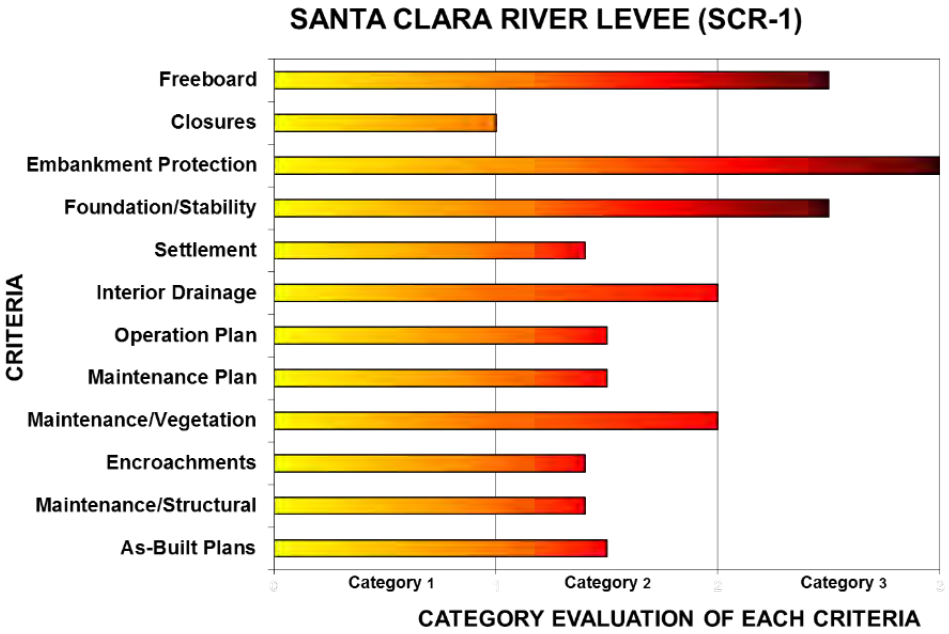
Federal Levee Certification Regulation SCR-1 Evaluation Assessment Results

FEMA Levee Certification Requirements

Code of Federal Regulations (44 CFR 65.10)

- For the purpose of NFIP maps, FEMA will **only** recognize levee systems that *meet* and *continue to meet* design, operational and maintenance criteria of the Code of Federal Regulations, Title 44, Section 65.10 (44 CFR 65.10), which was adopted on August 25, 1986
- Certification Criteria broken down into 6 **key** components:
  - **Operations and Maintenance Plan**
  - **Freeboard**
  - **Closures**
  - **Embankment and foundation stability**
  - **Interior Drainage**
  - **Other Design Criteria**

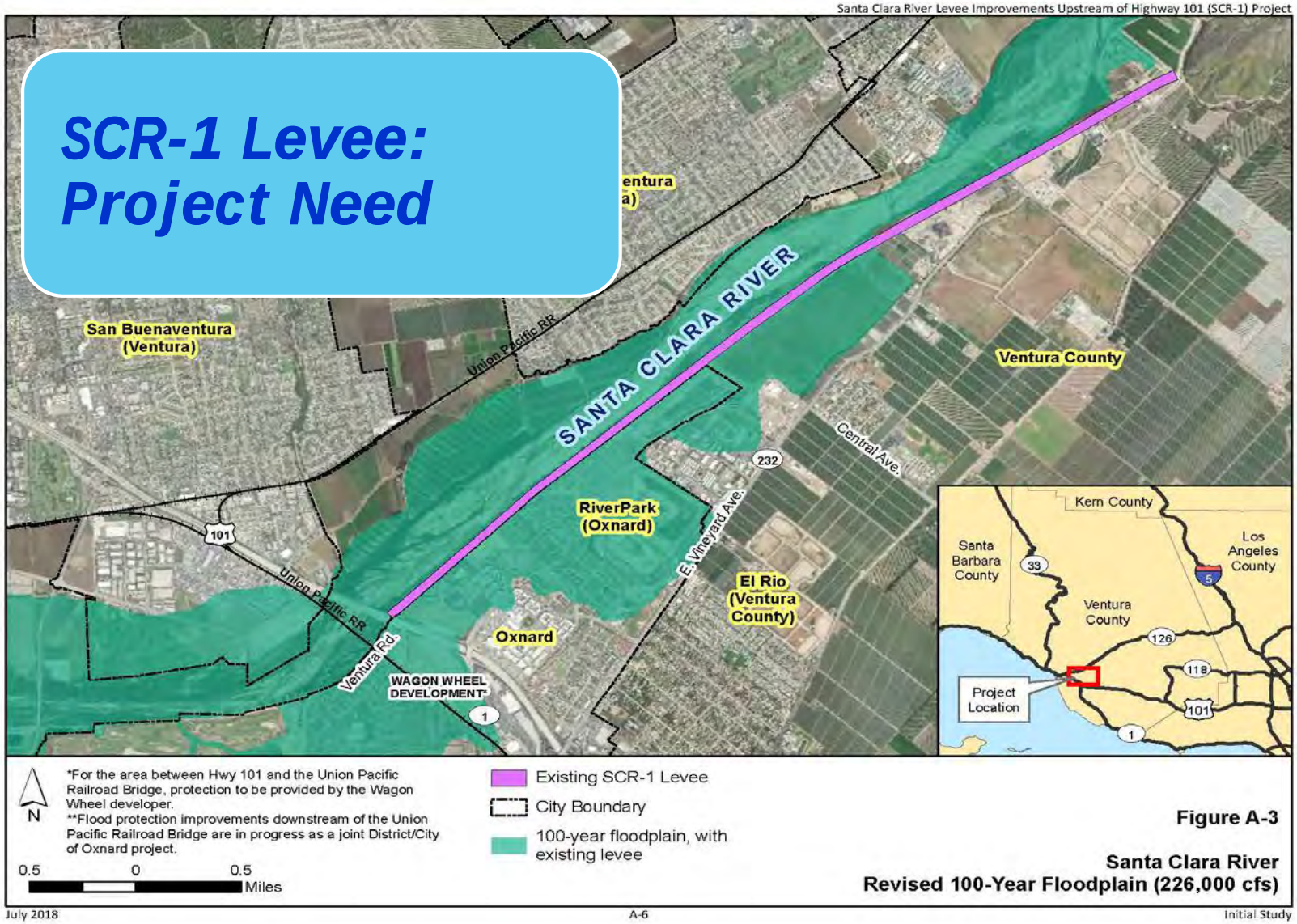
FEMA



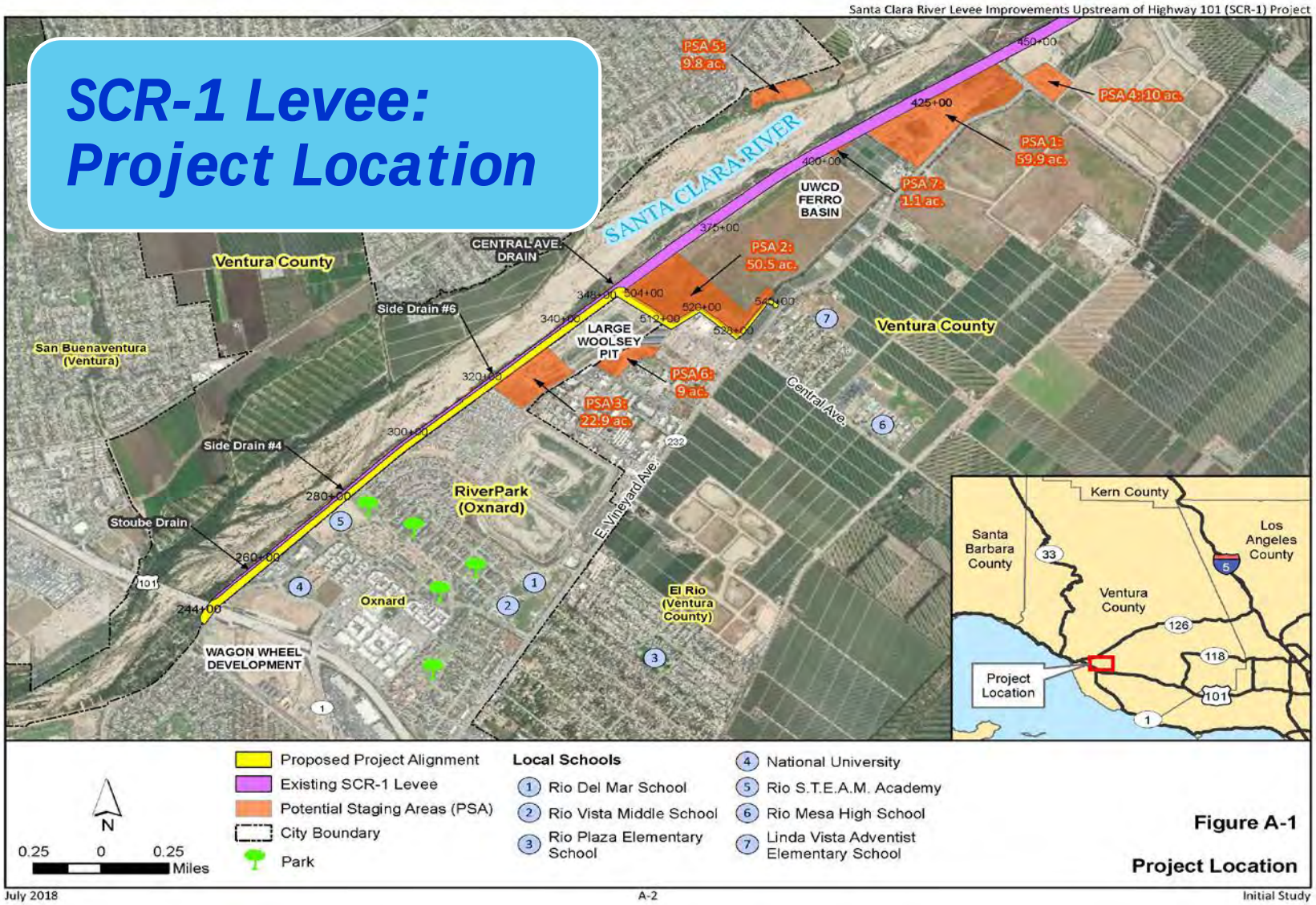
SCR-1 Levee Certification Evaluation Results
Four Most Critical Deficiencies Discovered

- **Inadequate Toe-Down Protection Depth**
- **Inadequate Riprap Revetment Size and Durability**
- **Inadequate Weighted Stone Toe Volume and Rock Size**
- **Inadequate Rock Groin Depth and Rock Size**

SCR-1 Levee: Project Need



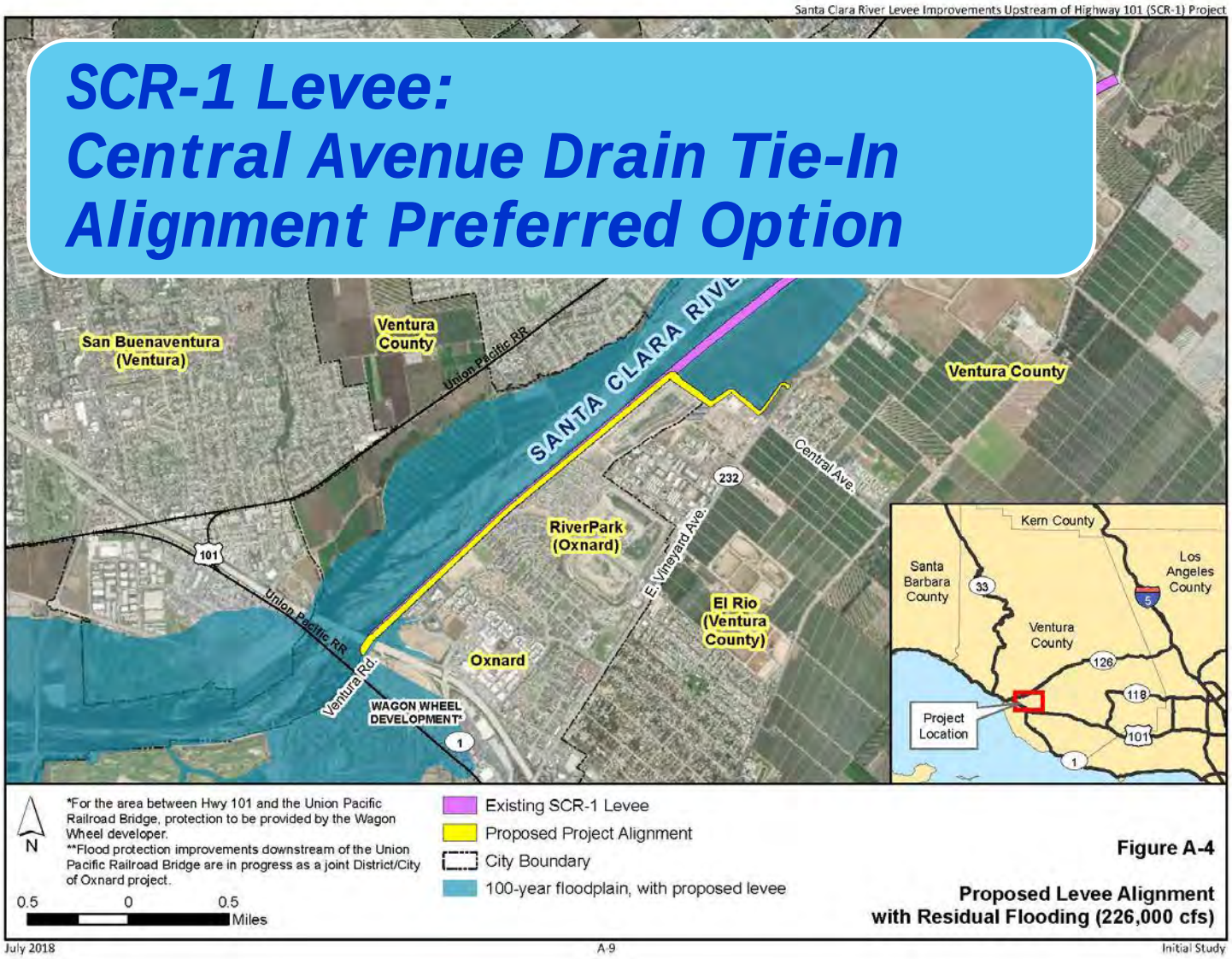
SCR-1 Levee: Project Location



PUBLIC VENTURA COUNTY WORKS

Watershed Protection

SCR-1 Levee: Central Avenue Drain Tie-In Alignment Preferred Option

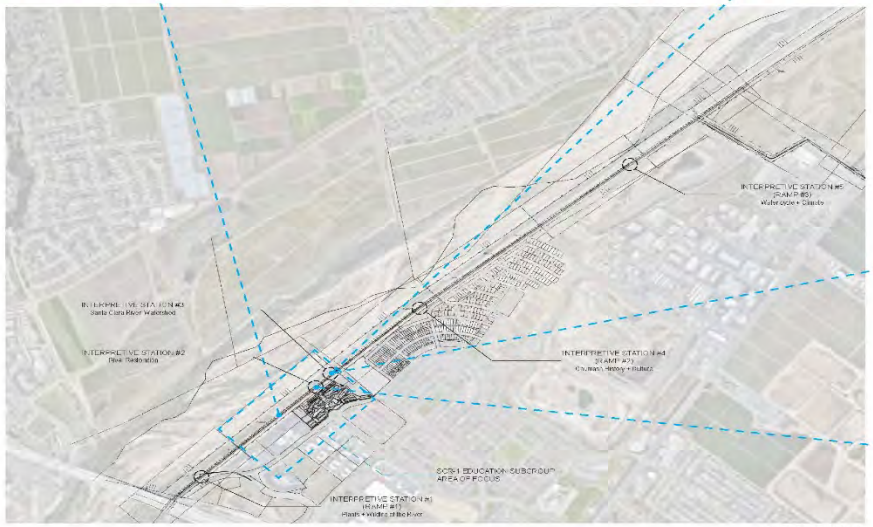


SCR-1 Levee: Betterments and Desirables Engagement Initiative

ROST ARCADEN CES INSPIRATION

VISTA POINT INSPIRATION

TRAIL INSPIRATION



SCR-1 PROJECT SITE PLAN

RIVER ACCESS INSPIRATION

OUTDOOR CLASSROOM INSPIRATION

BRIDGE CONNECTION INSPIRATION

GOALS OF SRC-1 EDUCATIONAL SUBGROUP

- Provide educational and recreational opportunities along the levee that are integrated into the functional improvement of the levee.
- To reconnect urban infrastructure back to natural ecology for natural resource protection, climate balance and nature open space.
- To intergrate beneficially into the general restoration of the Santa Clara River by including native planting and ecology education.
- To encourage human and environmental health by creating oppourtunity for travel, exercise and relaxation via the trail.
- To provide space for more native plant diversity in urban landscaping than currently exisits, adding local nature back into the urban ecosystem.
- To realise part of the vision of several studies on SC River restoration such as the 2009 Cal Poly Pomona publication 'Re-imagining Acess to the Santa Clara River ARCS of Experience for the Santa Clara River' prepared for the CA Coastal Conservancy.
- To connect with measures and incentives that correspond with the Betterment Proposals such as laid out in the Prop 68 Grant Guidelines.
- Use plant resource list recommended by the California Native Plant Society.
- Ideas have been in consultation with Tetra Tech to comply with Army Corps Engineer and Section 408 guidelines.

1 GENERAL SCOPE + DESIGN INTENT OF BETTERMENTS

SCR - 1 LEVEE BETTERMENTS DESIGNS

DECEMBER 3, 2018

SCR-1 Levee Project: Next Steps and Tentative Schedule

Design Charrette with USACE, LA District to Consider Project Design Considerations and Betterments and Desirables Presentation (**March 7, 2019**)

WPD'S Project Development Team (PDT) Considers How Best to Incorporate the Results of the USACE Design Charrette Meeting in our Project Design Engineering Refinements (**Q2-2019**)

Continue Working Collaboratively with the USACE regarding their Section 408 Permit Approval Process (**Ongoing**)

Optimize search for Grant Funding Opportunities, and Submit Applications for project elements that become ripe for specific grant funding rounds (**Ongoing**)

Advance Final Design and CEQA Document Preparation Work Tasks Currently Underway and Funded by the $1.284 Million State LLAP Grant towards their required completion June 2021 completion date (**Ongoing**).

Continue working collaboratively with the City of Oxnard, the River Park Community, and all Project Stakeholders to marshal Federal, State, and Local funding sources necessary to complete the SCR-1 Levee Project. (**Ongoing**)

At best, this is likely to require ***a minimum of five to ten years, or more***, depending on final design engineering choices made, environmental documentation, regulatory permitting considerations, and the availability of required project funding sources.

PUBLIC VENTURA COUNTY WORKS

Questions?

For Additional Info

Contact: Glen Shephard, VCPWA-WPD Director
glenn.shephard@ventura.org

Gerard Kapuscik, Levee Certification Program Manager
gerard.kapuscik@ventura.org

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CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Appointment Item** **AGENDA ITEM NO.: 2**

DATE: March 5, 2019

TO: City Council

FROM: Alexander Nguyen
City Manager

SUBJECT: Citizen Advisory Groups Ordinance (10/10/10)

CONTACT: Alexander Nguyen, City Manager
Alexander.Nguyen@oxnard.org, (805) 385-7430

RECOMMENDATION:

That City Council approve the first reading by title only and waive further reading of an ordinance amending Article II of Chapter 2 of the Oxnard City Code related to Citizen Advisory Groups.

BACKGROUND

Chapter 2, Article II of the Oxnard City Code establishes seven (7) Citizen Advisory Groups ("CAGs"), appointed to serve primarily in an advisory role to the City Council. Current membership ranges between five (5) and nine (9) members. Their meetings, in some cases, have been sporadic or irregular in recent years. In some cases, attendance has been a challenge, preventing meetings from taking place due to lack of quorum. The recommended revisions to the CAG program do not affect the Downtown Design Review Committee (Chapter 16, Article III) or the Mobilehome Park Rent Review Board (Chapter 24, Article I), as those bodies are outside of the core advisory commissions, and have specialized requirements for membership.

DISCUSSION

Staff recommends these changes to streamline the City's CAG program in order to make them more uniform, effective, and manageable. The City does not have the staff resources to support the current system.

The Current System

Citizen Advisory Groups	# of Seats	# of Seats Filled	Meetings	Terms	Date of When Term Ends	Staff Contact(s)
Commission on Homelessness OCC Sec. 2-125 through 2-129	7	5	First Monday at 3:00 p.m.	2 years	March	Karl Lawson
Community Relations Commission OCC Sec. 2-55 through 2-59	7	6	Third Monday at 6:00 p.m.; except January and August when meetings are held on the Fourth Monday	2 years	December 31	Luis Guereca
Cultural Arts Commission OCC Sec. 2-130 through 2-143	9	6	First Wednesday at 4:30 p.m.	2 years	December 31	Chelsea Reynolds
Downtown Design Review Committee OCC Sec. 16-155	5	5	Second and Fourth Thursday at 9:00 a.m.	2 years	December 31	Juan Martinez Kathleen Mallory
Library Board OCC Sec. 2-65 through 2-70	5	3	Second Monday at 5:00 p.m.	2 years	December 31	Maria Herrera Sofia Kimsey
Mobilehome Park Rent Review Board OCC 24-5 through 24-6	5	3	As-needed basis	3 years	January	Karl Lawson
Parks, Recreation, & Community Services Commission OCC Sec. 2-80 through 2-84	7	5	Fourth Wednesday at 5:00 p.m.	2 years	December 31	Terrel Harrison
Planning Commission OCC Sec. 2-95 through 2-99	7	7	First & Third Thursday at 7:00 p.m.	4 years	Staggered	Dee Lai Kathleen Mallory
Senior Services Commission OCC Sec. 2-45 through 2-49	9	7	Second Tuesday at 9:00 a.m.	2 years	December 31	Renee Rakestraw

Proposed Changes

Membership by District

Most CAGs would have seven (7) members; one (1) from each Council District and one (1) at-large member. The Councilmembers would nominate a volunteer applicant from their District, and the Mayor would nominate one at-large member. The Mayor would place nominees on the Council agenda for ratification. If there are no volunteers from a District, that Councilmember could nominate a volunteer from elsewhere in the city.

Terms

The terms of appointment would be four (4) years, coinciding with the term of the appointing Councilmember. Mayoral at-large appointments would also be for four (4) years. No CAG member would be appointed to serve more than two consecutive terms. The term limits for everyone will be prospective. If a CAG member serves less than half of a term, they would be eligible to serve two full consecutive terms thereafter. Each term would expire on December 31 of the fourth year.

Except for the planning commission, the initial appointments of each CAG member will be staggered. Commissioners nominated by Councilmembers representing Districts 3, 4 and 6 will serve an initial two-year term (ending Dec. 31, 2020). Beginning in 2020, Districts 3, 4, and 6 nominees will serve four-year terms. The nominees of councilmembers representing Districts 1, 2, 5, and the Mayor's appointments will serve full four-year terms (ending Dec. 31, 2022).

By-Laws
In the Spring of 2019, the Chair of each CAG would work together, as an ad-hoc by-laws committee, meeting up to three times, to establish uniform by-laws for all the City's CAGs to follow.
Recording of meetings
Only the Planning Commission would be video recorded and broadcast. All others will be digital audio recorded and archived on the City's website.
Brown Act and Sunshine Ordinance

All CAGs would adhere to the Brown Act and the City's Sunshine Ordinance.

Ad-Hoc Committees
CAGs would utilize short-term, ad-hoc committees to focus on special, specific issues. No standing sub-committees would be formed.
Annual Reports
Each Board and Commission would present an annual report to the City Council.
Background Check requirement
Each volunteer who is nominated would have to undergo the City's formal background check, prior to the nomination being voted on by the City Council.
Procedural Rules
Every CAG would follow Rosenberg's Rules of Order.

Limitations

The following persons would not be permitted to serve on a CAG:

- The spouse, domestic partner, parent, stepparent, brother, sister, child, stepchild, grandchild, step grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law of a City employee or elected City official, or any person with whom a City employee or elected City official has a relationship in loco parentis (i.e. acting in the role of parent); or
- A current City employee or elected City official.

This rule will not apply to an individual seeking reappointment to a board or commission in which he or she serves on as of Jan. 1, 2019.

A person would not be permitted to serve on more than one CAG simultaneously.

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.

FINANCIAL IMPACT

There is no significant financial impact associated with this report. Staff will purchase digital audio recorders for the Boards and Commissions.

COMMITTEE OUTCOME

At the February 12, 2019 Finance and Governance Committee meeting, committee members approved these recommendations and provided the following additional direction:

1) Strike the requirement that a CAG volunteer be a registered voter of the City, and replace it with residency requirement.
2) Revisit the nepotism limitation.
3) Conduct an assessment of the purpose and effectiveness of the City's CAGs – this is to begin after the next City budget is finalized.

Prepared by Alexander Nguyen, City Manager

ATTACHMENTS:

ATTACHMENT A: CAG ORDINANCE

ATTACHMENT B: CAG ORDINANCE REDLINE

ATTACHMENT C: ROSENBERG'S RULES OF ORDER

CITY COUNCIL OF THE CITY OF OXNARD
ORDINANCE NO. [_____]

AN ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, AMENDING ARTICLE II OF CHAPTER 2 OF THE OXNARD CITY CODE RELATING TO CITIZEN ADVISORY GROUPS

WHEREAS, a Citizen Advisory Group ("CAG") is any Board, Commission or Committee that advises the City Council on various important city matters, performs certain delegated functions, and to which the City Council appoints interested volunteers; and

WHEREAS, the Senior Services Commission, Commission on Community Relations, Library Board, Parks, Recreation and Community Services Commission, Homeless Commission, Planning Commission, and Cultural Arts Commission Committee are CAGs appointed by City Council; and

WHEREAS, the City Council desires to make various changes to the manner by which CAG members of these commissions are appointed, how CAG business is conducted, and CAG appointment procedures.

NOW, THEREFORE, the City Council of the City of Oxnard does ordain as follows:

PART 1. Article II of Chapter 2 of the Oxnard City Code is hereby amended to read as follows:

"**DIVISION 2. CITIZEN ADVISORY GROUPS; GENERAL**

SEC. 2-30. APPLICATION.

The following provisions shall apply to the following citizen advisory groups: senior services commission, commission on community relations, library board, parks and recreation commission, homeless commission, planning commission, and cultural arts commission.

SEC. 2-31. MEETING LOCATIONS.

All citizen advisory group meetings shall be open to the public and held in a publicly owned building. The time, day and location of all regular meetings of a citizen advisory group shall be filed with the city clerk.

SEC. 2-32. NOTICE OF MEETINGS; MINUTES.

The secretary shall be responsible for properly noticing all regular and special meetings of the citizen advisory group and maintaining minutes of the meetings.

SEC. 2-33. RESIGNATION BY ABSENCES.

If any member of a citizen advisory group is absent for more than three consecutive meetings, the member shall be deemed to have resigned from the citizen advisory group. The secretary

shall notify the city clerk in writing of any such consecutive absences. The member shall be deemed to have resigned from the citizen advisory group on the date that the city clerk receives notice from the secretary.

SEC. 2-34. REMOVAL OF A MEMBER.

A citizen advisory group member may be removed at the pleasure of the city council.

SEC. 2-35. COORDINATION BETWEEN CITY COUNCIL AND CITIZEN ADVISORY GROUPS.

(A) The secretary shall promptly inform the city council, through the city manager, of policy decisions or recommendations adopted by a citizen advisory group.

(B) A copy of the minutes of all citizen advisory group meetings shall be promptly posted to the city's website.

SEC. 2-36. APPOINTMENT; TERMS; VACANCY

(A) The mayor, with the approval of the city council, shall appoint the members of each commission. Each council member shall strive to nominate a commissioner from the council members' district to serve on each commission. The mayor shall nominate one commissioner at-large for each commission.

(B) Except for the planning commission, the first three members of each commission nominated by city council members representing Districts 3, 4 and 6 appointed after this division becomes effective shall serve until December 31, 2020, or until a successor is appointed, unless the member is earlier removed by the city council, dies, resigns or is deemed to have resigned pursuant to this code. The next four members of each commission nominated by city council members representing Districts 1, 2, 5 and the mayor's at-large nominees appointed after this division becomes effective shall serve until December 31, 2022, or until a successor is appointed, unless the member is earlier removed by the city council, dies, resigns or is deemed to have resigned pursuant to this code. All members of each commission appointed thereafter shall serve until December 31 of the final year of the appointing council members' term or until a successor is appointed, unless the member is earlier removed by the city council, dies, resigns or is deemed to have resigned pursuant to this code. The Mayor's appointees shall serve until the end of the term of the councilmembers for Districts 3, 4 and 6, or until a successor is appointed, unless the member is earlier removed by the city council, dies, resigns or is deemed to have resigned pursuant to this code.

(C) A commissioner may be reappointed by the city council. However, no member of the commission may be appointed to serve more than two consecutive terms. This provision applies prospectively to all commissions. If a member serves less than half of a term, that member shall be eligible to serve two full consecutive terms thereafter.

(D) In the event of a vacancy, the council member or mayor who made the original appointment shall nominate a replacement to complete the term of the member creating the vacancy.

SEC. 2-37. BACKGROUND CHECKS

Each commissioner shall undergo the city's formal background check procedures prior to appointment to serve on a commission.

SEC. 2-38. ELIGIBILITY

The following persons shall not serve as a commissioner:

(A) The spouse, domestic partner, parent, stepparent, brother, sister, child, stepchild, grandchild, step grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law of a City employee or elected City official, or any person with whom a city employee or elected city official has a relationship in loco parentis (i.e. acting in the role of a parent); or

(B) A current city employee or elected city official.

(C) Sec. 2-38, subsection (A) shall not apply to persons seeking reappointment to a citizen advisory group in which he or she serves on as of January 1, 2019.

SEC. 2-39. RULES OF PROCEDURE; QUORUM

(A) Each commission shall follow Rosenberg's Rules of Order.

(B) Except for the planning commission, a majority of the commission positions filled at the time of a meeting shall constitute a quorum for the transaction of business of any commission.

SEC. 2-40. AUDIO RECORDED PROCEEDINGS

Except for the planning commission, which shall be televised to the extent feasible, all commission meetings shall be audio recorded, and archived on the city's website.

SEC. 2-41. SECRETARY

The city manager shall designate a city staff member to serve as a nonvoting secretary to each commission.

DIVISION 3. SENIOR SERVICES COMMISSION

SEC. 2-45. ESTABLISHED; QUALIFICATIONS.

(A) There is hereby established a senior services commission composed of seven members.

(B) A member shall serve without compensation, shall reside in the city and shall be over the age of 49.

SEC. 2-46. POWERS AND DUTIES.

The powers and duties of the senior services commission shall be as follows:

(A) Analyze, define and investigate issues and the needs of senior citizens in the city and advise the city council on such matters;

(B) Develop and recommend solutions for problems affecting senior citizens to the city council and other appropriate community organizations and agencies;

(C) Disseminate information and educational materials and reports that will assist in enhancing the quality of life of senior citizens and the treatment of senior citizens;

(D) Serve as a liaison between the city council and the community in matters concerning senior citizens; and

(E) Prepare and submit an annual report of activities to the city council and make such other reports and recommendations to the city council from time to time as the senior services commission may determine necessary to improve the quality of life for senior citizens in the city.

DIVISION 4. COMMUNITY RELATIONS COMMISSION

SEC. 2-47. ESTABLISHED; QUALIFICATIONS.

(A) There is hereby established a commission on community relations composed of seven members.

(B) A member shall serve without compensation, shall reside in the city and shall be at least 18 years of age.

SEC. 2-48. POWERS AND DUTIES.

The powers and duties of the community relations commission shall be as follows:

(A) Analyze, define, and investigate community relations issues and needs in the city and advise the city council on matters involving group prejudices, racial tension, intolerance or differences in treatment or favoritism of persons on a basis other than individual merit;

(B) Promote mutual understanding and respect among all residents of the city and work to discourage and prevent practices involving group prejudices, racial tension, intolerance or differences in treatment or favoritism of persons on a basis other than individual merit;

(C) Disseminate information and educational materials and reports that will assist in the elimination of practices involving group prejudices, racial tension, intolerance or differences in treatment or favoritism of persons on a basis other than individual merit;

(D) Investigate and study complaints of violations of State statutes relating to practices involving group prejudices, racial tension, intolerance or differences in treatment or favoritism of persons on a basis other than individual merit in publicly assisted housing accommodations;

(E) Assist various groups and agencies within the city to cooperate in educational campaigns devoted to the elimination of practices involving group prejudices, racial tension, intolerance or differences in treatment or favoritism of persons on a basis other than individual merit;

(F) Cooperate with enforcement agencies to ensure that no person in the city is deprived of equal services furnished in the city by reason of violation of any State law prohibiting differences in treatment or favoritism of persons on a basis other than individual merit;

(G) Cooperate with city, State, federal and other agencies in order to promote better community relations;

(H) Review the current equal employment opportunity status of the city;

(I) Serve as an information resource between the city council and community in matters concerning equal employment opportunity;

(J) Endorse community events, by resolution or proclamation approved by a majority of the members present, that improve community relations in the city and are consistent with the duties of the community relations commission; and

(K) Prepare and submit an annual report of activities to the city council and make such other reports and recommendations to the city council from time to time as the community relations commission may determine necessary to improve community relations in the city.

DIVISION 5. LIBRARY BOARD

SEC. 2-49. PUBLIC LIBRARY ESTABLISHED.

A public library is hereby established in and for the city to be known and designated as the Oxnard Public Library.

SEC. 2-50. ESTABLISHED; QUALIFICATIONS.

(A) There is hereby established a library board composed of seven members.

(B) A member shall serve without compensation, shall reside in the city and shall be at least 18 years of age.

SEC. 2-51. POWERS AND DUTIES.

The powers and duties of the library board shall be as follows:

(A) Advise the city council on policies and procedures relating to the public library;

(B) Investigate the nature and scope of the needs of the public library;

(C) Recommend policies and programs related to the public library for consideration by the city council;

(D) Assist the public library staff in reviewing and evaluating programs and services of the public library;

(E) Make recommendations to the city council for improvements to the public library;

(F) Represent the needs and views of the community to the public library staff and to the city council; and

(G) Prepare and submit an annual report of activities to the city council and make such other reports and recommendations to the city council from time to time as the library board may determine necessary to improve the operations of the public library.

DIVISION 6. PARKS AND RECREATION AND COMMUNITY SERVICES COMMISSION

SEC. 2-52. ESTABLISHED; QUALIFICATIONS.

(A) There is hereby established a parks and recreation and community services commission composed of seven members.

(B) A member shall serve without compensation, shall reside in the city and shall be at least 18 years of age.

SEC. 2-53. POWERS AND DUTIES.

The powers and duties of the parks and recreation and community services commission shall be as follows:

(A) Advise the city council on all matters pertaining to the parks and recreation and community services activities in the city;

(B) Serve as a liaison between the city council and the community in matters related to parks and recreation and community services activities;

(C) Advise city staff on future parks and recreation and community services programs;

(D) Receive suggestions on general community parks and recreational and community services policy issues and make recommendations to the city council; and

(E) Prepare and submit an annual report of activities to the city council and make such other reports and recommendations to the city council from time to time as the parks and recreation and community services commission may determine necessary to improve parks and recreation and community services activities in the city.

DIVISION 7. PLANNING COMMISSION

SEC. 2-54. DUTIES.

A planning agency consisting of planning commissioners, to be known collectively as the planning commission ("commission"), is created and established to perform the following functions and duties:

(A) The functions and duties assigned to the commission by the code and other ordinances and resolutions of the city council;

(B) The functions set out in Cal. Gov't Code, Sections 65103, 65400, 65401 and 65402; and

(C) The duties imposed on a commission by Cal. Health and Safety Code, Section 33000.

SEC. 2-55. COMPOSITION.

(A) The commission shall consist of seven members appointed by the city council. Members of the commission shall serve and may be removed and replaced at the pleasure of the city council. Members shall serve without compensation, shall reside in the city and shall be at least 18 years of age.

(B) Commissioners nominated by city council members representing Districts 1, 2 and 5 appointed after this division becomes effective shall serve until December 31, 2022. Thereafter, city council members for Districts 1, 2, and 5 shall nominate commissioners every four years, unless a vacancy occurs during the term of a commissioner. In that circumstance, the nominating council member shall nominate a replacement for that commissioner. The next four commissioners nominated in 2020 by city council members representing Districts 3, 4, 6, and the mayor's at-large nominee, appointed after this division becomes effective shall serve until December 31, 2024. Thereafter, the council member for Districts 3, 4, and 6 and the mayor shall nominate commissioners every four years unless a vacancy occurs during the term of a commissioner. In that circumstance, the nominating council member or mayor shall nominate a replacement for that commissioner. All members of the commission appointed thereafter shall serve until December 31 of the fourth year after the date of appointment or until a successor is appointed, unless the member is earlier removed by the city council, dies, resigns or is deemed to have resigned pursuant to this code.

(C) A member of the commission may be reappointed by the city council. However, no member of the commission may be appointed to serve more than two consecutive terms. If a member serves less than half of a term, that member shall be eligible to serve two full consecutive terms thereafter.

(D) Each member of the planning commission shall have one vote. Four members shall constitute a quorum for the transaction of business.

(E) Members of the commission shall select one of their number as chair and another as vice-chair, both serving for one year or until their successors are appointed, unless they are earlier removed from such positions by a majority vote of the members of the commission.

SEC. 2-56. FINANCES.

The city council shall provide the funds and equipment necessary for the work of the commission.

SEC. 2-57. TELEVISED PROCEEDINGS.

To the extent feasible, public proceedings of the commission shall be televised.

DIVISION 8. RELOCATION APPEALS BOARD

[Reserved]

DIVISION 9. YOUTH COMMISSION

[Reserved]

DIVISION 10. COMMISSION ON HOMELESSNESS

SEC. 2-70. ESTABLISHED; QUALIFICATIONS.

(A) There is hereby established a commission on homelessness composed of 7 members.

(B) A member shall serve without compensation and shall be at least 18 years of age.

SEC. 2-71. POWERS AND DUTIES.

The powers and duties of the commission on homelessness shall be as follows:

(A) Advise the city council on all matters pertaining to homelessness in the city;

(B) Serve as a liaison between the city council and the community in matters related to homelessness issues;

(C) Review and evaluate programs, requests for homeless funds, and homeless services in the city;

(D) Recommend programs, strategies, and funding for preventing and reducing the incidence of homelessness in the city; and

(E) Prepare and submit an annual report of activities to the city council and make such other reports and recommendations to the city council from time to time as the commission on homelessness or city council may determine necessary to address homelessness issues.

DIVISION 11. CULTURAL ARTS COMMISSION

SEC. 2-72. ESTABLISHED; QUALIFICATIONS.

(A) There is hereby established a cultural arts commission composed of seven members.

(B) A member shall serve without compensation, shall reside in the city, shall be at least 18 years of age, and shall have a special knowledge or interest in the arts.

SEC. 2-73. POWERS AND DUTIES.

The powers and duties of the cultural arts commission shall be as follows:

(A) Advise the city council on all matters pertaining to the cultural arts in the community;

(B) Recommend to the city council the adoption, amendment or repeal of ordinances regarding public art, and/or art related projects and proposals;

(C) Assist the cultural arts community in raising funds through grants or other sources for the development, growth, incorporation, and expansion of the arts;

(D) Provide a local, state and national network of support and supporters of the local arts;

(E) Build a growth continuum of education, training and arts to develop an incubator for home grown evaluators and evaluation training tools so that congruity among mission, vision and requirements of requests for proposals matches skills assessed by evaluators in the review process;

(F) Develop public arts projects that include developing written materials for soliciting participation, appointing and training selection panels, and reviewing and recommending funding to ensure integrity of such processes;

(G) Receive recommendations from ad-hoc local panels to review art actions in conjunction with the commission;

(H) Recommend to the city council the distribution of revenues collected through fund raising, grants and public art funds consistent with the needs of the community, including solicitation and analysis of cultural arts grant proposals;

(I) Participate in the development of the strategic annual public art plan and longer-ranged strategic public art plans;

(J) Cooperate with other commissions and civic organizations in order to promote, market, and publicize the arts in order to increase and foster public interest in the arts; and

(K) Perform other art, cultural and arts education duties as may from time to time be prescribed by the city council."

PART 2. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this ordinance or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, the remainder of this ordinance shall remain in full force and effect.

PART 3. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five (5) days before the City council's adoption of the ordinance.

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PART 4. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. _____ was first read on March 5, 2019, and finally adopted on _____, 2019, to become effective thirty days thereafter.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn, Mayor

ATTEST:

_____
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD
ORDINANCE NO. [_____]

AN ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, AMENDING ARTICLE II OF CHAPTER 2 OF THE OXNARD CITY CODE RELATING TO CITIZEN ADVISORY GROUPS

WHEREAS, a Citizen Advisory Group ("CAG") is any Board, Commission or Committee that advises the City Council on various important city matters, performs certain delegated functions, and to which the City Council appoints interested volunteers; and

WHEREAS, the Senior Services Commission, Commission on Community Relations, Library Board, Parks, Recreation and Community Services Commission, Homeless Commission, Planning Commission, and Cultural Arts Commission Committee are CAGs appointed by City Council; and

WHEREAS, the City Council desires to make various changes to the manner by which CAG members of these commissions are appointed, how CAG business is conducted, and CAG appointment procedures.

NOW, THEREFORE, the City Council of the City of Oxnard does ordain as follows:

PART 1. Article II of Chapter 2 of the Oxnard City Code is hereby amended to read as follows:

"**DIVISION 2. CITIZEN ADVISORY GROUPS; GENERAL**

SEC. 2-30. APPLICATION.
The following provisions shall apply to the following citizen advisory groups: senior services commission, commission on community relations, library board, parks and recreation commission, ~~youth commission~~homeless commission, planning commission, and cultural arts commission.

~~**SEC. 2-31. CERTIFICATE OF APPOINTMENT.**~~
~~Upon appointment or reappointment to a citizen advisory group, the city clerk shall deliver to the person a certificate of appointment. The certificate, including the required oath of office, shall be signed and sworn to by the person before the city clerk and filed with the records of the city.~~

SEC. 2-~~32~~31. MEETING LOCATIONS.
All citizen advisory group meetings shall be open to the public and held in a publicly owned building. The time, day and location of all regular meetings of a citizen advisory group shall be filed with the city clerk.

SEC. 2-~~33~~32. NOTICE OF MEETINGS; MINUTES.
The secretary shall be responsible for properly noticing all regular and special meetings of the citizen advisory group and maintaining minutes of the meetings.

SEC. 2-~~34~~33. RESIGNATION BY ABSENCES.

~~(A)~~ If any member of a citizen advisory group is absent ~~without good cause~~ for more than three consecutive meetings, the member shall be deemed to have resigned from the citizen advisory group. The secretary shall notify the city clerk in writing of any such consecutive absences. The member shall be deemed to have resigned from the citizen advisory group on the date that the city clerk receives notice from the secretary.

~~(B) The chairperson of the citizen advisory group shall determine whether a member's absence is for good cause. An absence due to illness shall be considered an absence for good cause, provided, that the member provides notice of such absence to the chairperson prior to the meeting.~~

SEC. 2-~~35~~34. REMOVAL OF A MEMBER.

A citizen advisory group member may be removed at the pleasure of the city council.

SEC. 2-~~36~~35. COORDINATION BETWEEN CITY COUNCIL AND CITIZEN ADVISORY GROUPS.

(A) The secretary shall promptly inform the city council, through the city manager, of policy decisions or recommendations adopted by a citizen advisory group.

~~(B) A copy of the portion of the minutes of each city council meeting discussing a particular citizen advisory group shall be furnished by the city clerk to the secretary.~~

(B~~C~~) A copy of the minutes of all citizen advisory group meetings shall be ~~delivered~~ promptly ~~to the city manager by the secretary.~~posted to the city's website.

SEC. 2-36. APPOINTMENT; TERMS; VACANCY

(A) The mayor, with the approval of the city council, shall appoint the members of each commission. Each council member shall strive to nominate a commissioner from the council members' district to serve on each commission. The mayor shall nominate one commissioner at-large for each commission.

(B) Except for the planning commission, the first three members of each commission nominated by city council members representing Districts 3, 4 and 6 appointed after this division becomes effective shall serve until December 31, 2020, or until a successor is appointed, unless the member is earlier removed by the city council, dies, resigns or is deemed to have resigned pursuant to this code. The next four members of each commission nominated by city council members representing Districts 1, 2, 5 and the mayor's at-large nominees appointed after this division becomes effective shall serve until December 31, 2022, or until a successor is appointed, unless the member is earlier removed by the city council, dies, resigns or is deemed to have resigned pursuant to this code. All members of each commission appointed thereafter shall serve until December 31 of the final year of the appointing council members' term or until a successor is appointed, unless the member is earlier removed by the city council, dies, resigns or is deemed to have resigned pursuant to this code. The Mayor's appointees shall serve until the end of the term of the councilmembers for Districts 3, 4 and 6, or until a successor is appointed, unless the member is earlier removed by the city council, dies, resigns or is deemed to have resigned pursuant to this code.

(C) A commissioner may be reappointed by the city council. However, no member of the commission may be appointed to serve more than two consecutive terms. This provision applies

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prospectively to all commissions. If a member serves less than half of a term, that member shall be eligible to serve two full consecutive terms thereafter.

(D) In the event of a vacancy, the council member or mayor who made the original appointment shall nominate a replacement to complete the term of the member creating the vacancy.

SEC. 2-37. BACKGROUND CHECKS

Each commissioner shall undergo the city's formal background check procedures prior to appointment to serve on a commission.

SEC. 2-38. ELIGIBILITY

The following persons shall not serve as a commissioner:

(A) The spouse, domestic partner, parent, stepparent, brother, sister, child, stepchild, grandchild, step grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law of a City employee or elected City official, or any person with whom a city employee or elected city official has a relationship in loco parentis (i.e. acting in the role of a parent); or

(B) A current city employee or elected city official.

(C) Sec. 2-38, subsection (A) shall not apply to persons seeking reappointment to a citizen advisory group in which he or she serves on as of January 1, 2019.

2-39 RULES OF PROCEDURE; QUORUM

(A) Each commission shall follow Rosenberg's Rules of Order.

(B) Except for the planning commission, a majority of the commission positions filled at the time of a meeting shall constitute a quorum for the transaction of business of any commission.

2-40 AUDIO RECORDED PROCEEDINGS

Except for the planning commission, which shall be televised to the extent feasible, all commission meetings shall be audio recorded, and archived on the city's website.

2-41 SECRETARY

The city manager shall designate a city staff member to serve as a nonvoting secretary to each commission.

DIVISION 3. SENIOR SERVICES COMMISSION

SEC. 2-45. ESTABLISHED; QUALIFICATIONS.

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(A) There is hereby established a senior services commission composed of ~~nine~~ seven members.

(B) A member shall serve without compensation, shall reside in the city and shall be over the age of 49.

~~**SEC. 2-46. APPOINTMENT; TERMS; VACANCY.**~~

~~(A) The mayor, with the approval of the city council, shall appoint the members of the senior services commission. Members shall be appointed at the first meeting of the city council in every December after a general election involving the office of mayor.~~

~~(B) The term of a member of the senior services commission shall be two four years and shall begin in January.~~

~~(C) In the event of a vacancy, the mayor, with the approval of the city council, shall appoint a replacement to complete the term of the member creating the vacancy.~~

~~**SEC. 2-47. SECRETARY.**~~

~~The city manager shall designate a city staff member to serve as a nonvoting secretary to the senior services commission.~~

~~**SEC. 2-48. RULES OF PROCEDURE; QUORUM.**~~

~~(A) The senior services commission shall follow rules of procedure approved by the city council.Rosenberg's Rules of Order.~~

~~(B) A majority of the commission positions filled at the time of the meeting shall constitute a quorum for the transaction of business by the senior services commission.~~

SEC. 2-~~49~~46. POWERS AND DUTIES.

The powers and duties of the senior services commission shall be as follows:

(A) Analyze, define and investigate issues and the needs of senior citizens in the city and advise the city council on such matters;

(B) Develop and recommend solutions for problems affecting senior citizens to the city council and other appropriate community organizations and agencies;

(C) Disseminate information and educational materials and reports that will assist in enhancing the quality of life of senior citizens and the treatment of senior citizens;

(D) Serve as a liaison between the city council and the community in matters concerning senior citizens; and

(E) Prepare and submit an annual report of activities to the city council and make such other reports and recommendations to the city council from time to time as the senior services commission may determine necessary to improve the quality of life for senior citizens in the city.

DIVISION 4. COMMUNITY RELATIONS COMMISSION

SEC. 2-~~55~~47. ESTABLISHED; QUALIFICATIONS.

(A) There is hereby established a commission on community relations composed of seven members.

(B) A member shall serve without compensation, shall reside in the city and shall be at least 18 years of age.

~~(C) The commission on community relations shall be known as the community relations commission.~~

~~**SEC. 2-56. APPOINTMENT; TERMS; VACANCY.**~~
~~(A) The city council shall appoint the members of the community relations commission. Members shall be appointed at the first meeting of the city council in every December after a general election involving the office of mayor.~~
~~(B) The term of a member of the community relations commission shall be two four years and shall begin in January.~~
~~(C) In the event of a vacancy, the city council shall appoint a replacement to complete the term of the member creating the vacancy.~~

~~**SEC. 2-57. SECRETARY.**~~
~~The city manager shall designate a city staff member to serve as a nonvoting secretary to the community relations commission.~~

~~**SEC. 2-58. RULES OF PROCEDURE; QUORUM.**~~
~~(A) The community relations commission shall follow rules of procedure approved by the city council. Rosenberg's Rules of Order.~~
~~(B) A majority of the commission positions filled at the time of the meeting shall constitute a quorum for the transaction of business by the community relations commission. Four members shall constitute a quorum for the transaction of business by the community relations commission.~~

SEC. 2-~~59~~48. POWERS AND DUTIES.
The powers and duties of the community relations commission shall be as follows:
(A) Analyze, define, and investigate community relations issues and needs in the city and advise the city council on matters involving group prejudices, racial tension, intolerance or differences in treatment or favoritism of persons on a basis other than individual merit;
(B) Promote mutual understanding and respect among all residents of the city and work to discourage and prevent practices involving group prejudices, racial tension, intolerance or differences in treatment or favoritism of persons on a basis other than individual merit;
(C) Disseminate information and educational materials and reports that will assist in the elimination of practices involving group prejudices, racial tension, intolerance or differences in treatment or favoritism of persons on a basis other than individual merit;
(D) Investigate and study complaints of violations of State statutes relating to practices involving group prejudices, racial tension, intolerance or differences in treatment or favoritism of persons on a basis other than individual merit in publicly assisted housing accommodations;
(E) Assist various groups and agencies within the city to cooperate in educational campaigns devoted to the elimination of practices involving group prejudices, racial tension, intolerance or differences in treatment or favoritism of persons on a basis other than individual merit;
(F) Cooperate with enforcement agencies to ensure that no person in the city is deprived of equal services furnished in the city by reason of violation of any State law prohibiting differences in treatment or favoritism of persons on a basis other than individual merit;
(G) Cooperate with city, State, federal and other agencies in order to promote better community relations;
(H) Review the current equal employment opportunity status of the city;

(I) Serve as an information resource between the city council and community in matters concerning equal employment opportunity;

~~(J) With the prior written consent of the city manager, conduct fund raising activities that improve community relations in the city and are consistent with the duties of the community relations commission;~~

(~~K~~J) Endorse community events, by resolution or proclamation approved by a majority of the members present, that improve community relations in the city and are consistent with the duties of the community relations commission; and

(~~L~~K) Prepare and submit an annual report of activities to the city council and make such other reports and recommendations to the city council from time to time as the community relations commission may determine necessary to improve community relations in the city.

DIVISION 5. LIBRARY BOARD

SEC. 2-~~65~~49. PUBLIC LIBRARY ESTABLISHED.

A public library is hereby established in and for the city to be known and designated as the Oxnard Public Library.

SEC. 2-~~66~~50. ESTABLISHED; QUALIFICATIONS.

(A) There is hereby established a library board composed of ~~five~~ seven members.

(B) A member shall serve without compensation, shall reside in the city and shall be at least 18 years of age.

~~**SEC. 2-67. APPOINTMENT; TERMS; VACANCY.**~~

~~(A) The mayor, with the approval of the city council, shall appoint the members of the library board. Members shall be appointed at the first meeting of the city council in every December after a general election involving the office of mayor.~~

~~(B) The term of office of a member of the library board shall be two years and shall begin in January. A member of the library board may be reappointed; however, no member of the library board may be appointed to serve more than two consecutive terms. After completing two terms of office, a member of the library board must vacate the library board for one year before being eligible to reapply.~~

~~(C) In the event of a vacancy, the mayor, with the approval of the city council, shall appoint a replacement to complete the term of the member creating the vacancy.~~

~~(`64 Code, Sec. 2-119) (Ord. No. 2467, 2862)~~

~~**SEC. 2-68. SECRETARY.**~~

~~The city manager shall designate a city staff member to serve as a nonvoting secretary to the library board.~~

~~**SEC. 2-69. RULES OF PROCEDURE; QUORUM.**~~

~~(A) The library board shall follow rules of procedure approved by the city council.~~

~~(B) Three members shall constitute a quorum for the transaction of business by the library board.~~

SEC. 2-~~70~~51. POWERS AND DUTIES.

The powers and duties of the library board shall be as follows:

(A) Advise the city council on policies and procedures relating to the public library;

(B) Investigate the nature and scope of the needs of the public library;

(C) Recommend policies and programs related to the public library for consideration by the city council;

(D) Assist the public library staff in reviewing and evaluating programs and services of the public library;

(E) Make recommendations to the city council for improvements to the public library;

(F) Represent the needs and views of the community to the public library staff and to the city council; and

(G) Prepare and submit an annual report of activities to the city council and make such other reports and recommendations to the city council from time to time as the library board may determine necessary to improve the operations of the public library.

DIVISION 6. PARKS AND RECREATION AND COMMUNITY SERVICES COMMISSION

SEC. 2-~~80~~52. ESTABLISHED; QUALIFICATIONS.

(A) There is hereby established a parks and recreation and community services commission composed of seven members.

(B) A member shall serve without compensation, shall reside in the city and shall be at least 18 years of age.

~~SEC. 2-81. APPOINTMENT; TERMS; VACANCY.~~

~~(A) (1) The mayor, with the approval of the city council, shall appoint the members of the parks and recreation and community services commission.~~

~~(2) Members shall be appointed at the first meeting of the city council in every December after a general election involving the office of mayor.~~

~~(B) The term of office of a member of the parks and recreation and community services commission shall be two years and shall begin in January.~~

~~(C) In the event of a vacancy, the mayor with the approval of the city council, shall appoint a replacement to complete the term of the member creating the vacancy.~~

~~SEC. 2-82. SECRETARY.~~

~~The city manager shall designate a city staff member to serve as a nonvoting secretary to the parks and recreation and community services commission.~~

~~SEC. 2-83. RULES OF PROCEDURE; QUORUM.~~

~~(A) The parks and recreation and community services commission shall follow rules of procedure approved by the city council.~~

~~(B) Four members shall constitute a quorum for the transaction of business by the parks and recreation and community services commission.~~

SEC. 2-~~84~~53. POWERS AND DUTIES.

The powers and duties of the parks and recreation and community services commission shall be as follows:

(A) Advise the city council on all matters pertaining to the parks and recreation and community services activities in the city;

(B) Serve as a liaison between the city council and the community in matters related to parks and recreation and community services activities;

(C) Advise city staff on future parks and recreation and community services programs;

(D) Receive suggestions on general community parks and recreational and community services policy issues and make recommendations to the city council; and

(E) Prepare and submit an annual report of activities to the city council and make such other reports and recommendations to the city council from time to time as the parks and recreation and community services commission may determine necessary to improve parks and recreation and community services activities in the city.

DIVISION 7. PLANNING COMMISSION

SEC. 2-~~95~~54. DUTIES.

A planning agency consisting of planning commissioners, to be known collectively as the planning commission ("commission"), is created and established to perform the following functions and duties:

(A) The functions and duties assigned to the commission by the code and other ordinances and resolutions of the city council;

(B) The functions set out in Cal. Gov't Code, Sections 65103, 65400, 65401 and 65402; and

(C) The duties imposed on a commission by Cal. Health and Safety Code, Section 33000.

SEC. 2-~~96~~55. COMPOSITION.

(A) The commission shall consist of seven members appointed by the city council. Members of the commission shall serve and may be removed and replaced at the pleasure of the city council. Members shall serve without compensation, shall reside in the city and shall be at least 18 years of age.

(B) ~~The first four members of the commission appointed after this division becomes effective shall serve until December 1, 1998, or until a successor is appointed, unless the member is earlier removed by the city council, dies, resigns or is deemed to have resigned pursuant to this code. The next three members of the commission appointed after this division becomes effective shall serve until December 1, 2000, or until a successor is appointed, unless the member is earlier removed by the city council, dies, resigns or is deemed to have resigned pursuant to this code. All members of the commission appointed thereafter shall serve until December 1 of the fourth year after the date of appointment or until a successor is appointed, unless the member is earlier removed by the city council, dies, resigns or is deemed to have resigned pursuant to this code.~~ Commissioners nominated by city council members representing Districts 1, 2 and 5 appointed after this division becomes effective shall serve until December 31, 2022. Thereafter, city council members for Districts 1, 2, and 5 shall nominate commissioners every four years, unless a vacancy occurs during the term of a commissioner. In that circumstance, the nominating council member shall nominate a replacement for that commissioner. The next four

commissioners nominated in 2020 by city council members representing Districts 3, 4, 6, and the mayor's at-large nominee, appointed after this division becomes effective shall serve until December 31, 2024. Thereafter, the council member for Districts 3, 4, and 6 and the mayor shall nominate commissioners every four years unless a vacancy occurs during the term of a commissioner. In that circumstance, the nominating council member or mayor shall nominate a replacement for that commissioner. All members of the commission appointed thereafter shall serve until December 31 of the fourth year after the date of appointment or until a successor is appointed, unless the member is earlier removed by the city council, dies, resigns or is deemed to have resigned pursuant to this code.

(C) A member of the commission may be reappointed by the city council. However, no member of the commission may be appointed to serve more than two consecutive terms. If a member serves less than half of a term, that member shall be eligible to serve two full consecutive terms thereafter.

(D) Each member of the planning commission shall have one vote. Four members shall constitute a quorum for the transaction of business.

(E) Members of the commission shall select one of their number as chair and another as vice-chair, both serving for one year or until their successors are appointed, unless they are earlier removed from such positions by a majority vote of the members of the commission.

~~SEC. 2-97. RULES OF CONDUCT.~~
~~The commission shall by resolution adopt rules of procedure for the conduct of meetings~~.

SEC. 2-~~98~~56. FINANCES.
The city council shall provide the funds and equipment necessary for the work of the commission.

SEC. 2-~~99~~57. TELEVISED PROCEEDINGS.
To the extent feasible, public proceedings of the commission shall be televised.

DIVISION 8. RELOCATION APPEALS BOARD

[Reserved]

DIVISION 9. YOUTH COMMISSION

[Reserved]
~~SEC. 2-115. ESTABLISHED; QUALIFICATIONS.~~
~~(A) There is hereby established a youth commission composed of 21 members.~~
~~(B) A member shall serve without compensation. Fifteen members shall be between the ages of 13 and 19 years old, two members shall be members of the city council, and four members shall be at least 18 years of age. A member shall reside in the city.~~

~~SEC. 2-116. APPOINTMENT; TERMS; VACANCY.~~

~~(A) The mayor, with the approval of the city council, shall appoint the members of the youth commission. Members shall be appointed at the first meeting of the city council in every December after a general election involving the office of mayor.~~
~~(B) The term of office of a member of the youth commission shall be two years and shall begin in January.~~
~~(C) In the event of a vacancy, the mayor, with the approval of the city council, shall appoint a replacement to complete the term of the member creating the vacancy.~~

~~**SEC. 2-117. SECRETARY.**~~
~~The city manager shall designate a city staff member to serve as a nonvoting secretary to the youth commission.~~

~~**SEC. 2-118. RULES OF PROCEDURE; QUORUM.**~~
~~(A) The youth commission shall follow rules of procedure approved by the city council.~~
~~(B) Eleven members shall constitute a quorum for transaction of business by the youth commission.~~

~~**SEC. 2-119. POWERS AND DUTIES.**~~
~~The powers and duties of the youth commission shall be as follows:~~
~~(A) Analyze, define and investigate issues and needs affecting youth in the city and advise the city council on such matters;~~
~~(B) Promote mutual understanding and respect among all youth in the city and to work to encourage youth to actively participate in local government in a positive and productive manner;~~
~~(C) Disseminate information and educational materials and reports that will assist in enhancing the quality of life and treatment of youth in the city;~~
~~(D) Develop and recommend solutions for problems affecting youth to the city council and other appropriate community organizations and agencies;~~
~~(E) Serve as a liaison between the city council and community in matters concerning youth in the city; and~~
~~(F) Prepare and submit an annual report of activities to the city council and make such other reports and recommendations to the city council from time to time as the youth commission may determine necessary to improve the quality of life for youth in the city.~~

DIVISION 10. COMMISSION ON HOMELESSNESS

SEC. 2-~~125~~70. ESTABLISHED; QUALIFICATIONS.
(A) There is hereby established a commission on homelessness composed of 7 members.
(B) A member shall serve without compensation and shall be at least 18 years of age.

~~**SEC. 2-126. APPOINTMENT; TERMS; VACANCY.**~~
~~(A) The mayor, with the approval of the city council, shall appoint the members of the commission on homelessness. Members shall be appointed at the first meeting of the city council in every December after a general election involving the office of the mayor.~~

~~(B) The term of office of a member of the commission on homelessness shall be two years and shall begin in March.~~
~~(C) In the event of a vacancy, the mayor with the approval of the city council, shall appoint a replacement to complete the term of the member creating the vacancy.~~

~~**SEC. 2-127. SECRETARY.**~~
~~The city manager shall designate a city staff member to serve as a nonvoting secretary to the commission on homelessness.~~

~~**SEC. 2-128. RULES OF PROCEDURE; QUORUM.**~~
~~(A) The commission on homelessness shall follow rules of procedure approved by the city council.~~
~~(B) Four members shall constitute a quorum for the transaction of business by the commission on homelessness.~~
~~(Ord. No. 2553, 2889)~~

SEC. 2-~~129~~71. POWERS AND DUTIES.
The powers and duties of the commission on homelessness shall be as follows:
(A) Advise the city council on all matters pertaining to homelessness in the city;
(B) Serve as a liaison between the city council and the community in matters related to homelessness issues;
(C) Review and evaluate programs, requests for homeless funds, and homeless services in the city;
(D) Recommend programs, strategies, and funding for preventing and reducing the incidence of homelessness in the city; and
(E) Prepare and submit an annual report of activities to the city council and make such other reports and recommendations to the city council from time to time as the commission on homelessness or city council may determine necessary to address homelessness issues.

DIVISION 11. CULTURAL ARTS COMMISSION

SEC. 2-~~130~~72. ESTABLISHED; QUALIFICATIONS.
(A) There is hereby established a cultural arts commission composed of ~~nine~~ seven members.
(B) A member shall serve without compensation, shall reside in the city, shall be at least 18 years of age, and shall have a special knowledge or interest in the arts.

~~**SEC. 2-131. APPOINTMENT; TERMS; VACANCY.**~~
~~(A) The mayor, with the approval of the city council, shall appoint the members of the cultural arts commission. Members shall be appointed at the first meeting of the city council in every December after a general election involving the office of the mayor.~~
~~(B) The term of office of a member of the cultural arts commission shall be two years and shall begin in January.~~
~~(C) In the event of a vacancy, the mayor, with the approval of the city council, shall appoint a replacement to complete the term of the member creating the vacancy.~~

~~**SEC. 2-132. SECRETARY.**~~
~~The city manager shall designate a city staff member to serve as a nonvoting secretary to the cultural arts commission.~~

~~**SEC. 2-133. RULES OF PROCEDURE; QUORUM.**~~
~~(A) The cultural arts commission shall follow rules of procedure approved by the city council.~~
~~(B) Five members shall constitute a quorum for the transaction of business by the cultural arts commission.~~

SEC. 2-~~134~~73. POWERS AND DUTIES.
The powers and duties of the cultural arts commission shall be as follows:
(A) Advise the city council on all matters pertaining to the cultural arts in the community;
(B) Recommend to the city council the adoption, amendment or repeal of ordinances regarding public art, and/or art related projects and proposals;
(C) Assist the cultural arts community in raising funds through grants or other sources for the development, growth, incorporation, and expansion of the arts;
(D) Provide a local, state and national network of support and supporters of the local arts;
(E) Build a growth continuum of education, training and arts to develop an incubator for home grown evaluators and evaluation training tools so that congruity among mission, vision and requirements of requests for proposals matches skills assessed by evaluators in the review process;
(F) Develop public arts projects that include developing written materials for soliciting participation, appointing and training selection panels, and reviewing and recommending funding to ensure integrity of such processes;
(G) Receive recommendations from ad-hoc local panels to review art actions in conjunction with the commission;
(H) Recommend to the city council the distribution of revenues collected through fund raising, grants and public art funds consistent with the needs of the community, including solicitation and analysis of cultural arts grant proposals;
(I) Participate in the development of the strategic annual public art plan and longer-ranged strategic public art plans;
(J) Cooperate with other commissions and civic organizations in order to promote, market, and publicize the arts in order to increase and foster public interest in the arts; and
(K) Perform other art, cultural and arts education duties as may from time to time be prescribed by the city council."

PART 2. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this ordinance or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, the remainder of this ordinance shall remain in full force and effect.

PART 3. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five (5) days before the City council's adoption of the ordinance.

PART 4. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. _____ was first read on March 5, 2019, and finally adopted on _____, 2019, to become effective thirty days thereafter.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn, Mayor

ATTEST:

_____
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

Rosenberg's Rules of Order

REVISED 2011

Simple Rules of Parliamentary Procedure for the 21st Century

By Judge Dave Rosenberg

MISSION AND CORE BELIEFS

To expand and protect local control for cities through education and advocacy to enhance the quality of life for all Californians.

VISION

To be recognized and respected as the leading advocate for the common interests of California's cities.

About the League of California Cities

Established in 1898, the League of California Cities is a member organization that represents California's incorporated cities. The League strives to protect the local authority and automony of city government and help California's cities effectively serve their residents. In addition to advocating on cities' behalf at the state capitol, the League provides its members with professional development programs and information resources, conducts education conferences and research, and publishes Western City magazine.

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About the Author

Dave Rosenberg is a Superior Court Judge in Yolo County. He has served as presiding judge of his court, and as presiding judge of the Superior Court Appellate Division. He also has served as chair of the Trial Court Presiding Judges Advisory Committee (the committee composed of all 58 California presiding judges) and as an advisory member of the California Judicial Council. Prior to his appointment to the bench, Rosenberg was member of the Yolo County Board of Supervisors, where he served two terms as chair. Rosenberg also served on the Davis City Council, including two terms as mayor. He has served on the senior staff of two governors, and worked for 19 years in private law practice. Rosenberg has served as a member and chair of numerous state, regional and local boards. Rosenberg chaired the California State Lottery Commission, the California Victim Compensation and Government Claims Board, the Yolo-Solano Air Quality Management District, the Yolo County Economic Development Commission, and the Yolo County Criminal Justice Cabinet. For many years, he has taught classes on parliamentary procedure and has served as parliamentarian for large and small bodies.

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Introduction

The rules of procedure at meetings should be simple enough for most people to understand. Unfortunately, that has not always been the case. Virtually all clubs, associations, boards, councils and bodies follow a set of rules — *Robert's Rules of Order* — which are embodied in a small, but complex, book. Virtually no one I know has actually read this book cover to cover. Worse yet, the book was written for another time and for another purpose. If one is chairing or running a parliament, then *Robert's Rules of Order* is a dandy and quite useful handbook for procedure in that complex setting. On the other hand, if one is running a meeting of say, a five-member body with a few members of the public in attendance, a simplified version of the rules of parliamentary procedure is in order.

Hence, the birth of *Rosenberg's Rules of Order*.

What follows is my version of the rules of parliamentary procedure, based on my decades of experience chairing meetings in state and local government. These rules have been simplified for the smaller bodies we chair or in which we participate, slimmed down for the 21st Century, yet retaining the basic tenets of order to which we have grown accustomed. Interestingly enough, *Rosenberg's Rules* has found a welcoming audience. Hundreds of cities, counties, special districts, committees, boards, commissions, neighborhood associations and private corporations and companies have adopted *Rosenberg's Rules* in lieu of *Robert's Rules* because they have found them practical, logical, simple, easy to learn and user friendly.

This treatise on modern parliamentary procedure is built on a foundation supported by the following four pillars:

1. **Rules should establish order.** The first purpose of rules of parliamentary procedure is to establish a framework for the orderly conduct of meetings.
2. **Rules should be clear.** Simple rules lead to wider understanding and participation. Complex rules create two classes: those who understand and participate; and those who do not fully understand and do not fully participate.
3. **Rules should be user friendly.** That is, the rules must be simple enough that the public is invited into the body and feels that it has participated in the process.
4. **Rules should enforce the will of the majority while protecting the rights of the minority.** The ultimate purpose of rules of procedure is to encourage discussion and to facilitate decision making by the body. In a democracy, majority rules. The rules must enable the majority to express itself and fashion a result, while permitting the minority to also express itself, but not dominate, while fully participating in the process.

Establishing a Quorum

The starting point for a meeting is the establishment of a quorum. A quorum is defined as the minimum number of members of the body who must be present at a meeting for business to be legally transacted. The default rule is that a quorum is one more than half the body. For example, in a five-member body a quorum is three. When the body has three members present, it can legally transact business. If the body has less than a quorum of members present, it cannot legally transact business. And even if the body has a quorum to begin the meeting, the body can lose the quorum during the meeting when a member departs (or even when a member leaves the dais). When that occurs the body loses its ability to transact business until and unless a quorum is reestablished.

The default rule, identified above, however, gives way to a specific rule of the body that establishes a quorum. For example, the rules of a particular five-member body may indicate that a quorum is four members for that particular body. The body must follow the rules it has established for its quorum. In the absence of such a specific rule, the quorum is one more than half the members of the body.

The Role of the Chair

While all members of the body should know and understand the rules of parliamentary procedure, it is the chair of the body who is charged with applying the rules of conduct of the meeting. The chair should be well versed in those rules. For all intents and purposes, the chair makes the final ruling on the rules every time the chair states an action. In fact, all decisions by the chair are final unless overruled by the body itself.

Since the chair runs the conduct of the meeting, it is usual courtesy for the chair to play a less active role in the debate and discussion than other members of the body. This does not mean that the chair should not participate in the debate or discussion. To the contrary, as a member of the body, the chair has the full right to participate in the debate, discussion and decision-making of the body. What the chair should do, however, is strive to be the last to speak at the discussion and debate stage. The chair should not make or second a motion unless the chair is convinced that no other member of the body will do so at that point in time.

The Basic Format for an Agenda Item Discussion

Formal meetings normally have a written, often published agenda. Informal meetings may have only an oral or understood agenda. In either case, the meeting is governed by the agenda and the agenda constitutes the body's agreed-upon roadmap for the meeting. Each agenda item can be handled by the chair in the following basic format:

First, the chair should clearly announce the agenda item number and should clearly state what the agenda item subject is. The chair should then announce the format (which follows) that will be followed in considering the agenda item.

Second, following that agenda format, the chair should invite the appropriate person or persons to report on the item, including any recommendation that they might have. The appropriate person or persons may be the chair, a member of the body, a staff person, or a committee chair charged with providing input on the agenda item.

Third, the chair should ask members of the body if they have any technical questions of clarification. At this point, members of the body may ask clarifying questions to the person or persons who reported on the item, and that person or persons should be given time to respond.

Fourth, the chair should invite public comments, or if appropriate at a formal meeting, should open the public meeting for public input. If numerous members of the public indicate a desire to speak to the subject, the chair may limit the time of public speakers. At the conclusion of the public comments, the chair should announce that public input has concluded (or the public hearing, as the case may be, is closed).

Fifth, the chair should invite a motion. The chair should announce the name of the member of the body who makes the motion.

Sixth, the chair should determine if any member of the body wishes to second the motion. The chair should announce the name of the member of the body who seconds the motion. It is normally good practice for a motion to require a second before proceeding to ensure that it is not just one member of the body who is interested in a particular approach. However, a second is not an absolute requirement, and the chair can proceed with consideration and vote on a motion even when there is no second. This is a matter left to the discretion of the chair.

Seventh, if the motion is made and seconded, the chair should make sure everyone understands the motion.

This is done in one of three ways:

1. The chair can ask the maker of the motion to repeat it;
2. The chair can repeat the motion; or
3. The chair can ask the secretary or the clerk of the body to repeat the motion.

Eighth, the chair should now invite discussion of the motion by the body. If there is no desired discussion, or after the discussion has ended, the chair should announce that the body will vote on the motion. If there has been no discussion or very brief discussion, then the vote on the motion should proceed immediately and there is no need to repeat the motion. If there has been substantial discussion, then it is normally best to make sure everyone understands the motion by repeating it.

Ninth, the chair takes a vote. Simply asking for the "ayes" and then asking for the "nays" normally does this. If members of the body do not vote, then they "abstain." Unless the rules of the body provide otherwise (or unless a super majority is required as delineated later in these rules), then a simple majority (as defined in law or the rules of the body as delineated later in these rules) determines whether the motion passes or is defeated.

Tenth, the chair should announce the result of the vote and what action (if any) the body has taken. In announcing the result, the chair should indicate the names of the members of the body, if any, who voted in the minority on the motion. This announcement might take the following form: "The motion passes by a vote of 3-2, with Smith and Jones dissenting. We have passed the motion requiring a 10-day notice for all future meetings of this body."

Motions in General

Motions are the vehicles for decision making by a body. It is usually best to have a motion before the body prior to commencing discussion of an agenda item. This helps the body focus.

Motions are made in a simple two-step process. First, the chair should recognize the member of the body. Second, the member of the body makes a motion by preceding the member's desired approach with the words "I move … "

A typical motion might be: "I move that we give a 10-day notice in the future for all our meetings."

The chair usually initiates the motion in one of three ways:

1. **Inviting the members of the body to make a motion,** for example, "A motion at this time would be in order."
2. **Suggesting a motion to the members of the body,** "A motion would be in order that we give a 10-day notice in the future for all our meetings."
3. **Making the motion.** As noted, the chair has every right as a member of the body to make a motion, but should normally do so only if the chair wishes to make a motion on an item but is convinced that no other member of the body is willing to step forward to do so at a particular time.

The Three Basic Motions

There are three motions that are the most common and recur often at meetings:

The basic motion. The basic motion is the one that puts forward a decision for the body's consideration. A basic motion might be: "I move that we create a five-member committee to plan and put on our annual fundraiser."

The motion to amend. If a member wants to change a basic motion that is before the body, they would move to amend it. A motion to amend might be: "I move that we amend the motion to have a 10-member committee." A motion to amend takes the basic motion that is before the body and seeks to change it in some way.

The substitute motion. If a member wants to completely do away with the basic motion that is before the body, and put a new motion before the body, they would move a substitute motion. A substitute motion might be: "I move a substitute motion that we cancel the annual fundraiser this year."

"Motions to amend" and "substitute motions" are often confused, but they are quite different, and their effect (if passed) is quite different. A motion to amend seeks to retain the basic motion on the floor, but modify it in some way. A substitute motion seeks to throw out the basic motion on the floor, and substitute a new and different motion for it. The decision as to whether a motion is really a "motion to amend" or a "substitute motion" is left to the chair. So if a member makes what that member calls a "motion to amend," but the chair determines that it is really a "substitute motion," then the chair's designation governs.

A "friendly amendment" is a practical parliamentary tool that is simple, informal, saves time and avoids bogging a meeting down with numerous formal motions. It works in the following way: In the discussion on a pending motion, it may appear that a change to the motion is desirable or may win support for the motion from some members. When that happens, a member who has the floor may simply say, "I want to suggest a friendly amendment to the motion." The member suggests the friendly amendment, and if the maker and the person who seconded the motion pending on the floor accepts the friendly amendment, that now becomes the pending motion on the floor. If either the maker or the person who seconded rejects the proposed friendly amendment, then the proposer can formally move to amend.

Multiple Motions Before the Body

There can be up to three motions on the floor at the same time. The chair can reject a fourth motion until the chair has dealt with the three that are on the floor and has resolved them. This rule has practical value. More than three motions on the floor at any given time is confusing and unwieldy for almost everyone, including the chair.

When there are two or three motions on the floor (after motions and seconds) at the same time, the vote should proceed *first* on the *last* motion that is made. For example, assume the first motion is a basic "motion to have a five-member committee to plan and put on our annual fundraiser." During the discussion of this motion, a member might make a second motion to "amend the main motion to have a 10-member committee, not a five-member committee to plan and put on our annual fundraiser." And perhaps, during that discussion, a member makes yet a third motion as a "substitute motion that we not have an annual fundraiser this year." The proper procedure would be as follows:

First, the chair would deal with the *third* (the last) motion on the floor, the substitute motion. After discussion and debate, a vote would be taken first on the third motion. If the substitute motion *passed*, it would be a substitute for the basic motion and would eliminate it. The first motion would be moot, as would the second motion (which sought to amend the first motion), and the action on the agenda item would be completed on the passage by the body of the third motion (the substitute motion). No vote would be taken on the first or second motions.

Second, if the substitute motion *failed*, the chair would then deal with the second (now the last) motion on the floor, the motion to amend. The discussion and debate would focus strictly on the amendment (should the committee be five or 10 members). If the motion to amend *passed*, the chair would then move to consider the main motion (the first motion) as *amended*. If the motion to amend *failed,* the chair would then move to consider the main motion (the first motion) in its original format, not amended.

Third, the chair would now deal with the first motion that was placed on the floor. The original motion would either be in its original format (five-member committee), or if *amended*, would be in its amended format (10-member committee). The question on the floor for discussion and decision would be whether a committee should plan and put on the annual fundraiser.

To Debate or Not to Debate

The basic rule of motions is that they are subject to discussion and debate. Accordingly, basic motions, motions to amend, and substitute motions are all eligible, each in their turn, for full discussion before and by the body. The debate can continue as long as members of the body wish to discuss an item, subject to the decision of the chair that it is time to move on and take action.

There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire of the body to move on. The following motions are not debatable (that is, when the following motions are made and seconded, the chair must immediately call for a vote of the body without debate on the motion):

Motion to adjourn. This motion, if passed, requires the body to immediately adjourn to its next regularly scheduled meeting. It requires a simple majority vote.

Motion to recess. This motion, if passed, requires the body to immediately take a recess. Normally, the chair determines the length of the recess which may be a few minutes or an hour. It requires a simple majority vote.

Motion to fix the time to adjourn. This motion, if passed, requires the body to adjourn the meeting at the specific time set in the motion. For example, the motion might be: "I move we adjourn this meeting at midnight." It requires a simple majority vote.

Motion to table. This motion, if passed, requires discussion of the agenda item to be halted and the agenda item to be placed on "hold." The motion can contain a specific time in which the item can come back to the body. "I move we table this item until our regular meeting in October." Or the motion can contain no specific time for the return of the item, in which case a motion to take the item off the table and bring it back to the body will have to be taken at a future meeting. A motion to table an item (or to bring it back to the body) requires a simple majority vote.

Motion to limit debate. The most common form of this motion is to say, "I move the previous question" or "I move the question" or "I call the question" or sometimes someone simply shouts out "question." As a practical matter, when a member calls out one of these phrases, the chair can expedite matters by treating it as a "request" rather than as a formal motion. The chair can simply inquire of the body, "any further discussion?" If no one wishes to have further discussion, then the chair can go right to the pending motion that is on the floor. However, if even one person wishes to discuss the pending motion further, then at that point, the chair should treat the call for the "question" as a formal motion, and proceed to it.

When a member of the body makes such a motion ("I move the previous question"), the member is really saying: "I've had enough debate. Let's get on with the vote." When such a motion is made, the chair should ask for a second, stop debate, and vote on the motion to limit debate. The motion to limit debate requires a two-thirds vote of the body.

NOTE: A motion to limit debate could include a time limit. For example: "I move we limit debate on this agenda item to 15 minutes." Even in this format, the motion to limit debate requires a two-thirds vote of the body. A similar motion is a *motion to object to consideration of an item.* This motion is not debatable, and if passed, precludes the body from even considering an item on the agenda. It also requires a two-thirds vote.

Majority and Super Majority Votes

In a democracy, a simple majority vote determines a question. A tie vote means the motion fails. So in a seven-member body, a vote of 4-3 passes the motion. A vote of 3-3 with one abstention means the motion fails. If one member is absent and the vote is 3-3, the motion still fails.

All motions require a simple majority, but there are a few exceptions. The exceptions come up when the body is taking an action which effectively cuts off the ability of a minority of the body to take an action or discuss an item. These extraordinary motions require a two-thirds majority (a super majority) to pass:

Motion to limit debate. Whether a member says, "I move the previous question," or "I move the question," or "I call the question," or "I move to limit debate," it all amounts to an attempt to cut off the ability of the minority to discuss an item, and it requires a two-thirds vote to pass.

Motion to close nominations. When choosing officers of the body (such as the chair), nominations are in order either from a nominating committee or from the floor of the body. A motion to close nominations effectively cuts off the right of the minority to nominate officers and it requires a two-thirds vote to pass.

Motion to object to the consideration of a question. Normally, such a motion is unnecessary since the objectionable item can be tabled or defeated straight up. However, when members of a body do not even want an item on the agenda to be considered, then such a motion is in order. It is not debatable, and it requires a two-thirds vote to pass.

Motion to suspend the rules. This motion is debatable, but requires a two-thirds vote to pass. If the body has its own rules of order, conduct or procedure, this motion allows the body to suspend the rules for a particular purpose. For example, the body (a private club) might have a rule prohibiting the attendance at meetings by non-club members. A motion to suspend the rules would be in order to allow a non-club member to attend a meeting of the club on a particular date or on a particular agenda item.

Counting Votes

The matter of counting votes starts simple, but can become complicated.

Usually, it's pretty easy to determine whether a particular motion passed or whether it was defeated. If a simple majority vote is needed to pass a motion, then one vote more than 50 percent of the body is required. For example, in a five-member body, if the vote is three in favor and two opposed, the motion passes. If it is two in favor and three opposed, the motion is defeated.

If a two-thirds majority vote is needed to pass a motion, then how many affirmative votes are required? The simple rule of thumb is to count the "no" votes and double that count to determine how many "yes" votes are needed to pass a particular motion. For example, in a seven-member body, if two members vote "no" then the "yes" vote of at least four members is required to achieve a two-thirds majority vote to pass the motion.

What about tie votes? In the event of a tie, the motion always fails since an affirmative vote is required to pass any motion. For example, in a five-member body, if the vote is two in favor and two opposed, with one member absent, the motion is defeated.

Vote counting starts to become complicated when members vote "abstain" or in the case of a written ballot, cast a blank (or unreadable) ballot. Do these votes count, and if so, how does one count them? The starting point is always to check the statutes.

In California, for example, for an action of a board of supervisors to be valid and binding, the action must be approved by a majority of the board. (California Government Code Section 25005.) Typically, this means three of the five members of the board must vote affirmatively in favor of the action. A vote of 2-1 would not be sufficient. A vote of 3-0 with two abstentions would be sufficient. In general law cities in

California, as another example, resolutions or orders for the payment of money and all ordinances require a recorded vote of the total members of the city council. (California Government Code Section 36936.) Cities with charters may prescribe their own vote requirements. Local elected officials are always well-advised to consult with their local agency counsel on how state law may affect the vote count.

After consulting state statutes, step number two is to check the rules of the body. If the rules of the body say that you count votes of "those present" then you treat abstentions one way. However, if the rules of the body say that you count the votes of those "present and voting," then you treat abstentions a different way. And if the rules of the body are silent on the subject, then the general rule of thumb (and default rule) is that you count all votes that are "present and voting."

Accordingly, under the "present and voting" system, you would **NOT** count abstention votes on the motion. Members who abstain are counted for purposes of determining quorum (they are "present"), but you treat the abstention votes on the motion as if they did not exist (they are not "voting"). On the other hand, if the rules of the body specifically say that you count votes of those "present" then you **DO** count abstention votes both in establishing the quorum and on the motion. In this event, the abstention votes act just like "no" votes.

How does this work in practice?
Here are a few examples.

Assume that a five-member city council is voting on a motion that requires a simple majority vote to pass, and assume further that the body has no specific rule on counting votes. Accordingly, the default rule kicks in and we count all votes of members that are "present and voting." If the vote on the motion is 3-2, the motion passes. If the motion is 2-2 with one abstention, the motion fails.

Assume a five-member city council voting on a motion that requires a two-thirds majority vote to pass, and further assume that the body has no specific rule on counting votes. Again, the default rule applies. If the vote is 3-2, the motion fails for lack of a two-thirds majority. If the vote is 4-1, the motion passes with a clear two-thirds majority. A vote of three "yes," one "no" and one "abstain" also results in passage of the motion. Once again, the abstention is counted only for the purpose of determining quorum, but on the actual vote on the motion, it is as if the abstention vote never existed — so an effective 3-1 vote is clearly a two-thirds majority vote.

Now, change the scenario slightly. Assume the same five-member city council voting on a motion that requires a two-thirds majority vote to pass, but now assume that the body **DOES** have a specific rule requiring a two-thirds vote of members "present." Under this specific rule, we must count the members present not only for quorum but also for the motion. In this scenario, any abstention has the same force and effect as if it were a "no" vote. Accordingly, if the votes were three "yes," one "no" and one "abstain," then the motion fails. The abstention in this case is treated like a "no" vote and effective vote of 3-2 is not enough to pass two-thirds majority muster.

Now, exactly how does a member cast an "abstention" vote? Any time a member votes "abstain" or says, "I abstain," that is an abstention. However, if a member votes "present" that is also treated as an abstention (the member is essentially saying, "Count me for purposes of a quorum, but my vote on the issue is abstain.") In fact, any manifestation of intention not to vote either "yes" or "no" on the pending motion may be treated by the chair as an abstention. If written ballots are cast, a blank or unreadable ballot is counted as an abstention as well.

Can a member vote "absent" or "count me as absent?" Interesting question. The ruling on this is up to the chair. The better approach is for the chair to count this as if the member had left his/her chair and is actually "absent." That, of course, affects the quorum. However, the chair may also treat this as a vote to abstain, particularly if the person does not actually leave the dais.

The Motion to Reconsider

There is a special and unique motion that requires a bit of explanation all by itself; the motion to reconsider. A tenet of parliamentary procedure is finality. After vigorous discussion, debate and a vote, there must be some closure to the issue. And so, after a vote is taken, the matter is deemed closed, subject only to reopening if a proper motion to consider is made and passed.

A motion to reconsider requires a majority vote to pass like other garden-variety motions, but there are two special rules that apply only to the motion to reconsider.

First, is the matter of timing. A motion to reconsider must be made at the meeting where the item was first voted upon. A motion to reconsider made at a later time is untimely. (The body, however, can always vote to suspend the rules and, by a two-thirds majority, allow a motion to reconsider to be made at another time.)

Second, a motion to reconsider may be made only by certain members of the body. Accordingly, a motion to reconsider may be made only by a member who voted in the majority on the original motion. If such a member has a change of heart, he or she may make the motion to reconsider (any other member of the body — including a member who voted in the minority on the original motion — may second the motion). If a member who voted in the minority seeks to make the motion to reconsider, it must be ruled out of order. The purpose of this rule is finality. If a member of minority could make a motion to reconsider, then the item could be brought back to the body again and again, which would defeat the purpose of finality.

If the motion to reconsider passes, then the original matter is back before the body, and a new original motion is in order. The matter may be discussed and debated as if it were on the floor for the first time.

Courtesy and Decorum

The rules of order are meant to create an atmosphere where the members of the body and the members of the public can attend to business efficiently, fairly and with full participation. At the same time, it is up to the chair and the members of the body to maintain common courtesy and decorum. Unless the setting is very informal, it is always best for only one person at a time to have the floor, and it is always best for every speaker to be first recognized by the chair before proceeding to speak.

The chair should always ensure that debate and discussion of an agenda item focuses on the item and the policy in question, not the personalities of the members of the body. Debate on policy is healthy, debate on personalities is not. The chair has the right to cut off discussion that is too personal, is too loud, or is too crude.

Debate and discussion should be focused, but free and open. In the interest of time, the chair may, however, limit the time allotted to speakers, including members of the body.

Can a member of the body interrupt the speaker? The general rule is "no." There are, however, exceptions. A speaker may be interrupted for the following reasons:

Privilege. The proper interruption would be, "point of privilege." The chair would then ask the interrupter to "state your point." Appropriate points of privilege relate to anything that would interfere with the normal comfort of the meeting. For example, the room may be too hot or too cold, or a blowing fan might interfere with a person's ability to hear.

Order. The proper interruption would be, "point of order." Again, the chair would ask the interrupter to "state your point." Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting. For example, if the chair moved on to a vote on a motion that permits debate without allowing that discussion or debate.

Appeal. If the chair makes a ruling that a member of the body disagrees with, that member may appeal the ruling of the chair. If the motion is seconded, and after debate, if it passes by a simple majority vote, then the ruling of the chair is deemed reversed.

Call for orders of the day. This is simply another way of saying, "return to the agenda." If a member believes that the body has drifted from the agreed-upon agenda, such a call may be made. It does not require a vote, and when the chair discovers that the agenda has not been followed, the chair simply reminds the body to return to the agenda item properly before them. If the chair fails to do so, the chair's determination may be appealed.

Withdraw a motion. During debate and discussion of a motion, the maker of the motion on the floor, at any time, may interrupt a speaker to withdraw his or her motion from the floor. The motion is immediately deemed withdrawn, although the chair may ask the person who seconded the motion if he or she wishes to make the motion, and any other member may make the motion if properly recognized.

Special Notes About Public Input

The rules outlined above will help make meetings very public-friendly. But in addition, and particularly for the chair, it is wise to remember three special rules that apply to each agenda item:

Rule One: Tell the public what the body will be doing.

Rule Two: Keep the public informed while the body is doing it.

Rule Three: When the body has acted, tell the public what the body did.

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Streamlining CAGS

Citizen Advisory Groups

March 05, 2019

CITY OF OXNARD CALIFORNIA

RECOMMENDATION:

That City Council approve the first reading by title only and waive further reading an ordinance amending Article II of Chapter 2 of the Oxnard City Code related to Citizen Advisory Groups.

PURPOSE

- More uniformity
- Improve efficiency
- Improve staff management
- Alignment with available resources

Citizen Advisory Groups	# of Seats	Seats Filled	Meetings	Terms	Date of When Term Ends	Staff Contact(s)
Commission on Homelessness OCC Sec. 2-125 through 2-129	7	5	First Monday at 3:00 p.m.	2 years	March	Karl Lawson
Community Relations Commission OCC Sec. 2-55 through 2-59	7	6	Third Monday at 6:00 p.m.; except January and August when meetings are held on the Fourth Monday	2 years	December 31	Luis Guereca
Cultural Arts Commission OCC Sec. 2-130 through 2-143	9	6	First Wednesday at 4:30 p.m.	2 years	December 31	Chelsea Reynolds
Downtown Design Review Committee OCC Sec. 16-155	5	5	Second and Fourth Thursday at 9:00 a.m.	2 years	December 31	Juan Martinez Kathleen Mallory
Library Board OCC Sec. 2-65 through 2-70	5	3	Second Monday at 5:00 p.m.	2 years	December 31	Maria Herrera Sofia Kimsey
Mobilehome Park Rent Review Board OCC 24-5 through 24-6	5	3	As-needed basis	3 years	January	Karl Lawson
Parks, Recreation, & Community Services Commission OCC Sec. 2-80 through 2-84	7	5	Fourth Wednesday at 5:00 p.m.	2 years	December 31	Terrel Harrison
Planning Commission OCC Sec. 2-95 through 2-99	7	7	First & Third Thursday at 7:00 p.m.	4 years	Staggered	Dee Lai Kathleen Mallory
Senior Services Commission OCC Sec. 2-45 through 2-49	9	7	Second Tuesday at 9:00 a.m.	2 years	December 31	Renee Rakestraw

PROPOSED CHANGES

1. Most CAGs would have seven (7) members

2. One (1) from each Council District and one (1) at-large member

3. Councilmembers would nominate a volunteer applicant from their District

PROPOSED CHANGES

4. Mayor would nominate one at-large member

5. The Mayor would place nominees on the Council agenda for ratification

6. If there are no volunteers from a District, that Councilmember could nominate a volunteer from elsewhere in the city

Exceptions:

- Mobilehome Rent Review Board- No membership changes are recommended to this Board, due to the infrequency and irregularity that the Board meets; and

- Downtown Design Review Committee- No membership changes are recommended because one member shall be a licensed architect, and one such member shall own a business or real property in the CBD zone

Terms

- The terms of appointment would be four (4) years, coinciding with the term of the appointing Councilmember
- Mayoral at-large appointments would also be for four (4) years
- No CAG member would be appointed to serve more than two consecutive terms. The term limits for everyone will be prospective

By-Laws

- In the Spring of 2019, the Chair of each CAG would work together, as an ad-hoc by-laws committee, meeting up to three times, to establish uniform by-laws for all the City's CAGs to follow

Recording of meetings

- Only the Planning Commission would be video recorded and broadcast. All others will be digital audio recorded and archived on the City's website

Brown Act and Sunshine Ordinance

- All CAGs would adhere to the Brown Act and the City's Sunshine Ordinance

Ad-Hoc Committees

- CAGs would utilize short-term, ad-hoc committees to focus on special, specific issues. No standing sub-committees would be formed

Annual Reports

- Each Board and Commission would present an annual report to the City Council

Background Check requirement

- Each volunteer who is nominated would have to undergo the City's formal background check, prior to the nomination being voted on by the City Council

Procedural Rules

- Every CAG would follow Rosenberg's Rules of Order

Limitations

The following persons would not be permitted to serve on a CAG:

- The spouse, domestic partner, parent, stepparent, brother, sister, child, stepchild, grandchild, step grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law of a City employee or elected City official, or any person with whom a City employee or elected City official has a relationship in loco parentis (i.e. acting in the role of parent)

- A current City employee or elected City official

Limitations

- This rule will not apply to an individual seeking reappointment to a board or commission in which he or she serves as of Jan. 1, 2019

- A person would not be permitted to serve on more than one CAG simultaneously

COMMITTEE OUTCOME

- Strike the requirement that a CAG volunteer be a registered voter of the City, and replace it with residency requirement
- Revisit the nepotism limitation
- Conduct an assessment of the purpose and effectiveness of the City's CAGs – this is to begin after the next City budget is finalized

QUESTIONS
ANSWERS

CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Public Hearing** **AGENDA ITEM NO.: 1**

DATE: March 5, 2019

TO:

FROM: Ashley Golden
Development Services Director

SUBJECT: Resolution Declaring Results of Majority Protest Proceedings and Establishing the Oxnard Tourism Marketing District (5/5/10)

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

RECOMMENDATION:

That City Council: 1) hold a final public hearing, 2) declare results of the majority protest proceeding, and 3) adopt the Resolution establishing the Oxnard Tourism Marking District.

BACKGROUND

The OTMD is a benefit assessment district proposed to create a revenue source to help fund marketing and sales promotion efforts for Oxnard lodging businesses. This approach has been used successfully in other destination areas throughout the state to improve tourism and drive additional room nights to assessed lodging businesses. The proposed OTMD includes all lodging businesses located within the boundaries of the City of Oxnard.

Lodging business owners decided to pursue formation of the OTMD in order to create a revenue source devoted to marketing Oxnard as a tourist, meeting and event destination. If established, the OTMD would generate approximately $750,000 on an annual basis for promotion of travel and tourism specific to Oxnard.

To address concerns raised at the last public hearing and to better focus the marketing efforts, the stakeholders have requested City Council exclude certain categories of lodging businesses from the OTMD. The lodging business categories to be excluded are lodging businesses with fifty-four (54) rooms or less and RV parks. Pursuant to §36624 of the Property and Business Improvement District Law of 1994 (94 Law), the City Council may, “make changes in, to, or

from the boundaries of the proposed property and business improvement district that will exclude territory that will not benefit from the proposed improvements, maintenance, and activities." A new Management District Plan (MDP) has been prepared to reflect these changes. City Council may adopt the modified MDP at the conclusion of the public hearing.

TOURISM MARKETING DISTRICTS

Tourism Marketing Districts (TMDs) utilize the efficiencies of private sector operation in the market-based promotion of tourism. These special assessment districts allow lodging business owners to organize their efforts to increase tourism. Lodging business owners within the TMD fund the TMD, and those funds are used to provide services that are desired by and benefit the lodging businesses within the TMD.

TMD benefits:

- Funds cannot be diverted for other government programs
- They are customized to fit the needs of each destination
- They allow for a wide range of services; including: destination marketing, tourism promotion, and sales lead generation
- They are designed, created and governed by those who will pay the assessment
- They provide a stable funding source for tourism promotion

In California, TMDs are primarily formed pursuant to the 94 Law. This law allows for the creation of a special benefit assessment district to raise funds within a specific geographic area. The key difference between TMDs and other special benefit assessment districts is that funds raised are returned to the private non-profit corporation governing the TMD.

MANAGEMENT DISTRICT PLAN (MDP)

The MDP **(Attachment 1)** includes the proposed boundary of the OTMD, a service plan and budget and a proposed means of governance. The OTMD will include all lodging businesses with fifty-five (55) rooms or more, existing and in the future, available for public occupancy within the boundaries of the City of Oxnard. The definition of lodging businesses excludes lodging businesses with fifty-four (54) rooms or less and RV parks.

The proposed OTMD will have a five (5) year term, beginning April 1, 2019 through March 31, 2024. The assessment will be implemented beginning April 1, 2019. Once per year beginning on the anniversary of OTMD formation there is a thirty (30) day period in which business owners paying fifty percent (50%) or more of the assessment may protest and begin proceedings to terminate the OTMD.

The City will be responsible for collecting the assessment on a monthly basis from each lodging business located in the OTMD boundaries. The City shall forward the assessments to Oxnard

Convention and Visitors Bureau, which will have the responsibility of managing OTMD programs as provided in this Management District Plan. The City shall be paid a fee equal to one percent (1%) of the amount of assessment collected to cover its costs of collection and administration.

OTMD FORMATION PROCESS

January 15, 2019 — RESOLUTION OF INTENTION HEARING **[COMPLETED]**

Upon the submission of a written petition, signed by the business owners in the proposed district who will pay more than fifty percent (50%) of the assessments proposed to be levied, the City Council may initiate proceedings to establish a district by the adoption of a resolution expressing its intention to establish a district.

Petition Status: Petitions in favor of OTMD formation were submitted by 7 lodging businesses, which represent 93.81% of the total OTMD assessment. This majority petition allows the Council to initiate proceedings for OTMD formation at the January 15, 2019 meeting.

January 18, 2019 — NOTICE **[COMPLETED]**

The 94 Law requires the City to mail written notice to the owners of all businesses proposed to be within the OTMD. Mailing the notice begins a mandatory forty-five (45) day period in which owners may protest OTMD formation.

February 5, 2019 — PUBLIC MEETING **[COMPLETED]**

Allow public testimony on the formation of the OTMD and levy of assessments. No Council action required.

March 5, 2019 — FINAL PUBLIC HEARING

If written protests are received from the owners of businesses in the proposed OTMD which will pay more than fifty percent (50%) of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than fifty percent (50%), no further proceedings to levy the proposed assessment against such businesses shall be taken for a period of one (1) year from the date of the finding of a majority protest by the Council.

At the conclusion of the public hearing to establish the OTMD, the Council may adopt, revise, change, reduce, or modify the proposed assessment or the type or types of improvements and activities to be funded with the revenues from the assessments. Proposed assessments may only be revised by reducing any or all of them.

If the Council, following the public hearing, decides to establish the proposed OTMD, the Council shall adopt a resolution of formation.

ALTERNATIVES

The Council could choose not to adopt the Resolution Declaring Results of Majority Protest Proceedings and Establishing the Oxnard Tourism Marketing District. Staff does not recommend this option.

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.

Objective 1a. Focus available resources on a comprehensive effort to promote economic activity in Oxnard, including a marketing program that communicates the City's available resources and assets.

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.

Objective 2b. Improve relationships and communication between the City and the business community.

Objective 2c. Capitalize on historic, cultural and natural resources.

Goal 3. Enhance business retention and attraction.

Objective 3a. Implement an economic development plan for attracting and retaining business.

Goal 5. Revitalize Oxnard's downtown and pursue economic development opportunities.

Objective 5a. Develop a vision and plan (with timelines) for downtown revitalization to create a vibrant center for our community, emphasizing cultural arts, diversity and historic assets.

FINANCIAL IMPACT

No immediate financial impact. The City will receive a fee of one percent (1%) of the amount collected, which is approximately $7,500 annually, to cover its costs of administration. Because

the OTMD programs are intended to increase visitation to the City, there may be an increase in transient occupancy tax and sales tax collections.

Prepared by Gina Reed, Civitas; Julie Mino, OCVB; and Sarah Rowley, Administrative Assistant.

ATTACHMENTS:

Draft OTMD Management District Plan

Draft OTMD Resolution of Formation

2019-2024

OXNARD TOURISM MARKETING DISTRICT

MANAGEMENT DISTRICT PLAN

VISIT OXNARD CALIFORNIA

Formed pursuant to the Property and Business Improvement District Law of 1994, Streets and Highways Code section 36600 et seq.

February 8, 2019

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Prepared by
Civitas

CIVITAS
PARTNERSHIPS • PROGRESS • PROSPERITY
(800)999-7781
www.civitasadvisors.com

I. OVERVIEW

Developed by the Oxnard Convention & Visitors Bureau (the Bureau), the Oxnard Tourism Marketing District (OTMD) is an assessment district proposed to provide specific benefits to payors, by funding marketing and sales promotion efforts and visitor services enhancements for assessed businesses. This approach has been used successfully in other destination areas throughout the country to provide the benefit of additional room night sales directly to payors.

Location: The proposed OTMD includes all lodging businesses with fifty-five (55) rooms or more located within the boundaries of the City of Oxnard, as shown on the map in Section III.

Services: The OTMD is designed to provide specific benefits directly to payors by increasing room night sales. Marketing and sales promotions and visitor services enhancements will increase overnight tourism and market payors as tourist, meeting and event destinations, thereby increasing room night sales.

Budget: The total OTMD annual budget for the initial year of its five (5) year operation is anticipated to be approximately $730,000.

Cost: The annual assessment rate is one and one-half of one percent (1.5%) of gross short-term room rental revenue. Based on the benefit received, assessments will not be collected on: stays of more than thirty (30) consecutive days; stays by an employee or officer of the United States government or an employee or officer of the State government that executes, under penalty of perjury, a form claiming such exemption; and stays by any person who is required to obtain a shelter in a lodging business by reason of circumstances such as fire, flood, or other disaster which makes that person's usual residence uninhabitable and proves that their residence is in an area that has been officially declared a disaster area by local, State, or federal authorities.

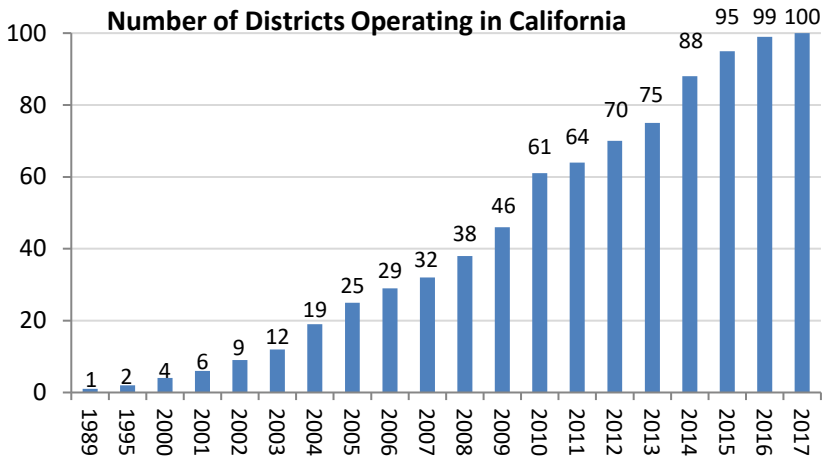
Collection: The City will be responsible for collecting the assessment on a monthly basis (including any delinquencies, penalties and interest) from each lodging business located in the boundaries of the OTMD. The City shall take all reasonable efforts to collect the assessments from each lodging business.

Duration: The proposed OTMD will have a five (5) year life, beginning April 1, 2019 through March 31, 2024. Once per year, beginning on the anniversary of OTMD formation, there is a thirty (30) day period in which owners paying fifty percent (50%) or more of the assessment may protest and initiate a City Council hearing on OTMD termination.

Management: The Oxnard Convention and Visitors Bureau will serve as the OTMD's Owners' Association. The Owners' Association is charged with managing funds and implementing programs in accordance with this Plan, and must provide annual reports to the City Council.

II. BACKGROUND

TMDs are an evolution of the traditional Business Improvement District. The first TMD was formed in West Hollywood, California in 1989. Since then, over 100 California destinations have followed suit. In recent years, other states have begun adopting the California model – Montana, South Dakota, Washington, Colorado, Texas and Louisiana have adopted TMD laws. Several other states are in the process of adopting their own legislation. The cities of Wichita, Kansas and Newark, New Jersey used an existing business improvement district law to form a TBID. And, some cities, like Portland, Oregon and Memphis, Tennessee have utilized their home rule powers to create TMDs without a state law.



California's TMDs collectively raise over $250 million annually for local destination marketing. With competitors raising their budgets, and increasing rivalry for visitor dollars, it is important that Oxnard lodging businesses invest in stable, lodging-specific marketing programs.

TMDs utilize the efficiencies of private sector operation in the market-based promotion of tourism districts. TMDs allow lodging business owners to organize their efforts to increase room night sales. Lodging business owners within the TMD pay an assessment and those funds are used to provide services that increase room night sales.

In California, TMDs are formed pursuant to the Property and Business Improvement District Law of 1994. This law allows for the creation of a benefit assessment district to raise funds within a specific geographic area. *The key difference between TMDs and other benefit assessment districts is that funds raised are returned to the private non-profit corporation governing the district.*

There are many benefits to TMDs:

- Funds must be spent on services and improvements that provide a specific benefit only to those who pay;
- Funds cannot be diverted to general government programs;
- They are customized to fit the needs of payors in each destination;
- They allow for a wide range of services;
- They are ***designed, created and governed by those who will pay*** the assessment; and
- They provide a stable, long-term funding source for tourism promotion.

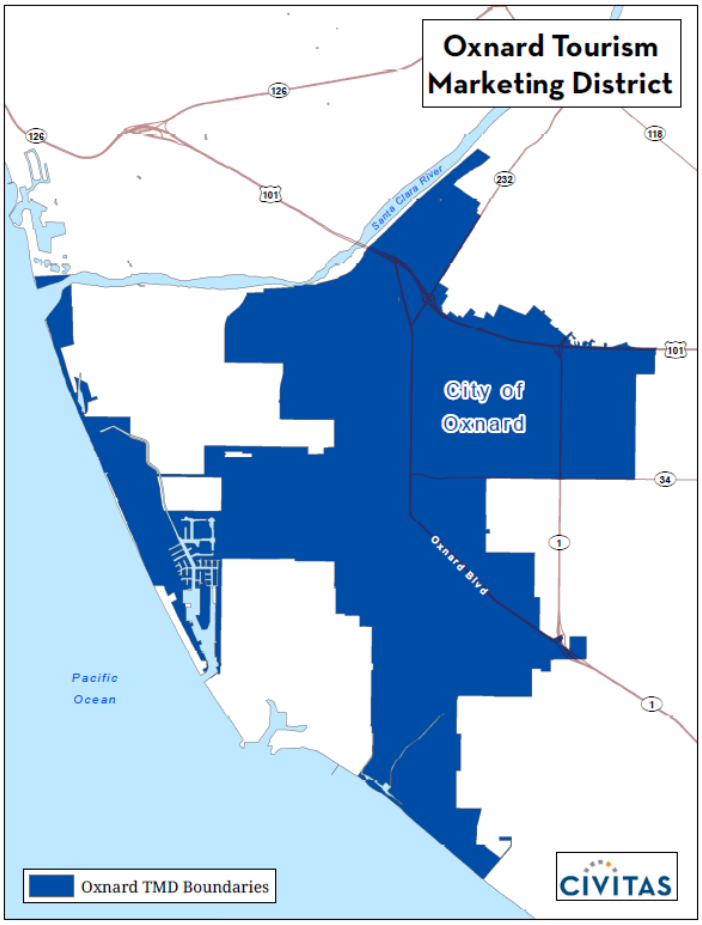
III. BOUNDARY

The OTMD will include all lodging businesses with fifty-five (55) rooms or more, existing and in the future, available for public occupancy within the boundaries of the City of Oxnard.

Lodging business means: any commercial establishment or any portion of any commercial establishment that provides for the occupancy of transients for dwelling, lodging, or sleeping purposes, whether by the date, week or month, and includes any hotel, inn, motel, or commercial establishment of a similar nature.

Lodging business does not include: a lodging business that charges room rents not exceeding maximum rentals of $10 per day for single and $15 per day for double occupancy and has a current certificate of eligibility on file with the City; and a lodging business operated by a local government entity or owned and operated by the State. Additionally, lodging business does not include RV Parks; defined as a space that is designed and promoted for the purpose of locating a recreational vehicle, or locating a trailer, tent trailer, pickup camper, or other similar device used for camping.

The boundary, as shown in the map below, currently includes nine (9) lodging businesses. A complete listing of lodging businesses within the proposed OTMD can be found in Appendix 2.

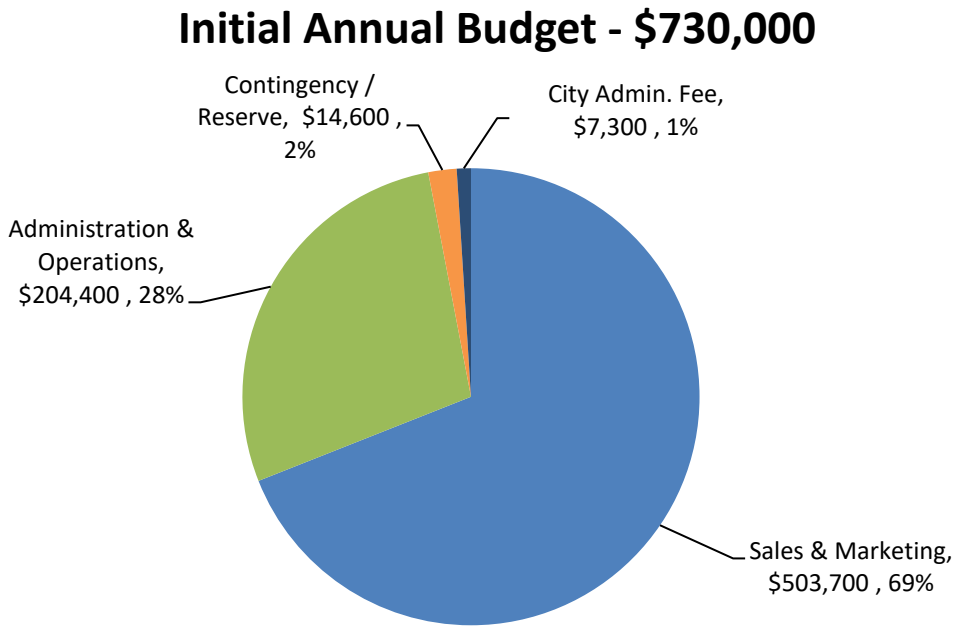


IV. BUDGET AND SERVICES

A. Annual Service Plan

Assessment funds will be spent to provide specific benefits conferred or privileges granted directly to the payors that are not provided to those not charged, and which do not exceed the reasonable cost to the City of conferring the benefits or granting the privileges. The privileges and services provided with the OTMD funds are sales and marketing and visitor services enhancements programs available only to assessed businesses.

A service plan budget has been developed to deliver services that benefit the assessed businesses. A detailed annual budget will be developed and approved by the Bureau's OTMD Committe. The table below illustrates the initial annual budget allocations. The total initial budget is $730,000.



Although actual revenues will fluctuate due to market conditions, the proportional allocations of the budget shall remain the same. However, the City and the Bureau's OTMD Committee shall have the authority to adjust budget allocations between the categories by no more than fifteen percent (15%) of the total budget per year. A description of the proposed improvements and activities for the initial year of operation is below. The same activities are proposed for subsequent years. In the event of a legal challenge against the OTMD, any and all assessment funds may be used for the costs of defending the OTMD.

Each budget category includes all costs related to providing that service, in accordance with Generally Accepted Accounting Procedures (GAAP). For example, the sales and marketing budget includes the cost of staff time dedicated to overseeing and implementing the sales and marketing program. Staff time dedicated purely to administrative tasks is allocated to the administrative portion of the budget. The costs of an individual staff member may be allocated to multiple budget categories, as appropriate in accordance with GAAP. The staffing levels necessary to provide the services below will be determined by the Bureau's OTMD Committee on an as-needed basis.

Sales and Marketing

A sales and marketing program will promote assessed businesses as tourist, meeting, and event destinations. The sales and marketing program will have a central theme of promoting Oxnard as a desirable place for overnight visits. The program will have the goal of increasing overnight visitation and room night sales at assessed businesses, and may include the following activities:

- Internet marketing efforts to increase awareness and optimize internet presence to drive overnight visitation and room sales to assessed businesses;
- Print ads in magazines and newspapers, television ads, and radio ads targeted at potential visitors to drive overnight visitation and room sales to assessed businesses;
- Attendance of trade shows to promote assessed businesses;
- Sales blitzes for assessed businesses;
- Familiarization tours of assessed businesses;
- Preparation and production of collateral promotional materials such as visitor guides, brochures, flyers and maps featuring assessed businesses;
- Sponsorship of local events and festivals that drive overnight visitations and room sales to assessed businesses;
- Attendance of professional industry conferences and affiliation events to promote assessed businesses;
- Lead generation activities designed to attract tourists and group events to assessed businesses;
- Brand-centric visitor services training program for both public and private sector staff;
- Kiosk improvements including new technology-driven visitor information enhancements;
- Development of Return on Investment (ROI) analysis on the effectiveness of OTMD funds, feasibility studies, and/or economic impact reports to improve effectiveness and increase overnight visitation at assessed businesses;
- Strategic advertising and marketing agency support to promote assessed businesses;
- Director of Sales and General Manager meetings to plan and coordinate tourism promotion efforts for assessed businesses; and
- Development and maintenance of a website designed to promote assessed businesses.

Administration and Operations

The administration and operations portion of the budget shall be utilized for administrative staffing costs, office costs, advocacy, and other general administrative costs such as insurance, legal, and accounting fees.

City Administration Fee

The City of Oxnard shall retain a fee equal to one percent (1%) of the amount of assessment collected to cover its costs of collection and administration.

Contingency/Reserve

The budget includes a contingency line item to account for uncollected assessments, if any. If there are contingency funds collected, they may be held in a reserve fund or utilized for other program, administration or renewal costs at the discretion of the Bureau's OTMD Committee. Policies relating to contributions to the reserve fund, the target amount of the reserve fund, and expenditure of monies from the reserve fund shall be set by the Bureau's OTMD Committee. Contingency/reserve funds may be spent on OTMD programs or administrative and renewal costs in such proportions as determined by the Bureau's OTMD Committee. The reserve fund may be used for the costs of renewing the OTMD.

B. Annual Budget

The total five (5) year improvement and service plan budget is projected at approximately $730,000 annually, or $3,650,000 through 2024. This amount may fluctuate as sales and revenue increase at assessed businesses, but is not expected to change significantly over the term.

C. California Constitutional Compliance

The OTMD assessment is not a property-based assessment subject to the requirements of Proposition 218. Courts have found Proposition 218 limited the term 'assessments' to levies on real property.[1] Rather, the OTMD assessment is a business-based assessment, and is subject to Proposition 26. Pursuant to Proposition 26 all levies are a tax unless they fit one of seven exceptions. Two of these exceptions apply to the OTMD, a "specific benefit" and a "specific government service." Both require that the costs of benefits or services do not exceed the reasonable costs to the City of conferring the benefits or providing the services.

1. Specific Benefit

Proposition 26 requires that assessment funds be expended on, "a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege."[2] The services in this Plan are designed to provide targeted benefits directly to assessed businesses, and are intended only to provide benefits and services directly to those businesses paying the assessment. These services are tailored not to serve the general public, businesses in general, or parcels of land, but rather to serve the specific businesses within the OTMD. The activities described in this Plan are specifically targeted to increase room night sales for assessed lodging businesses within the boundaries of the OTMD, and are narrowly tailored. OTMD funds will be used exclusively to provide the specific benefit of increased room night sales directly to the assessees. Assessment funds shall not be used to feature non-assessed lodging businesses in OTMD programs, or to directly generate sales for non-assessed businesses. The activities paid for from assessment revenues are business services constituting and providing specific benefits to the assessed businesses.

The assessment imposed by this OTMD is for a specific benefit conferred directly to the payors that is not provided to those not charged. The specific benefit conferred directly to the payors is an increase in room night sales. The specific benefit of an increase in room night sales for assessed lodging businesses will be provided only to lodging businesses paying the district assessment, with marketing and sales and visitor services enhancements programs promoting lodging businesses paying the OTMD assessment. The marketing and sales and visitor services enhancements programs will be designed to increase room night sales at each assessed lodging businesses. Because they are necessary to provide the marketing and sales and visitor services enhancements programs that specifically benefit the assessed lodging businesses, the administration and operations and contingency / reserve services also provide the specific benefit of increased room night sales to the assessed lodging businesses.

Although the OTMD, in providing specific benefits to payors, may produce incidental benefits to non-paying businesses, the incidental benefit does not preclude the services from being considered a specific benefit. The legislature has found that, "A specific benefit is not excluded from classification as a 'specific benefit' merely because an indirect benefit to a nonpayor occurs incidentally and without cost to the payor as a consequence of providing the specific benefit to the payor."[3]

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[1] *Jarvis v. the City of San Diego* 72 Cal App. 4th 230
[2] Cal. Const. art XIII C § 1(e)(1)
[3] Government Code § 53758(a)

2. Specific Government Service

The assessment may also be utilized to provide, "a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product."[4] The legislature has recognized that marketing and promotions services like those to be provided by the OTMD are government services within the meaning of Proposition 26[5]. Further, the legislature has determined that "a specific government service is not excluded from classification as a 'specific government service' merely because an indirect benefit to a nonpayor occurs incidentally and without cost to the payor as a consequence of providing the specific government service to the payor."[6]

3. Reasonable Cost

OTMD services will be implemented carefully to ensure they do not exceed the reasonable cost of such services. The full amount assessed will be used to provide the services described herein. Funds will be managed by the Bureau's OTMD Committee, and reports submitted on an annual basis to the City. Marketing materials, sales leads generated from OTMD-funded activities, advertising campaigns, and other OTMD-funded services will be designed only to increase room night sales at assessed lodging businesses. Non-assessed lodging businesses will not receive these, nor any other, OTMD-funded services and benefits.

The OTMD-funded programs are all targeted directly at providing additional room nights only at assessed lodging businesses. It is, however, possible that there will be a spill over benefit to non-assessed lodging businesses. If non-assessed lodging businesses receive incremental room nights, that portion of the promotion or program generating those room nights shall be paid with non-OTMD funds. OTMD funds shall only be spent to benefit the assessed lodging businesses, and shall not be spent on that portion of any program which directly generates incidental room nights for non-assessed lodging businesses. It is anticipated that the City will contribute additional non-assessment funds to the Bureau to be used for activities and improvement similar to those funded by the OTMD. Any non-assessment funding provided by the City may be used to cover the portion of any program which directly generates incidental room nights for non-assessed lodging businesses.

D. Assessment

The annual assessment rate is one and one-half of one percent (1.5%) of gross short-term room rental revenue. Based on the benefit received, assessments will not be collected on: stays of more than thirty (30) consecutive days; stays by an employee or officer of the United States government or an employee or officer of the State government that executes, under penalty of perjury, a form claiming such exemption; and stays by any person who is required to obtain a shelter in a lodging business by reason of circumstances such as fire, flood, or other disaster which makes that person's usual residence uninhabitable and proves that their residence is in an area that has been officially declared a disaster area by local, State, or federal authorities.

The term "gross room rental revenue" as used herein means: the consideration charged, whether or not received, for the occupancy of space in a lodging business valued in money, whether to be received in money, goods, labor or otherwise, including all receipts, cash, credits and property and services of any kind or nature, without any deductions therefrom whatsoever. Gross room rental revenue shall

[4] Cal. Const. art XIII C § 1(e)(2)
[5] Government Code § 53758(b)
[6] Government Code § 53758(b)

not include any federal, state or local taxes collected, including but not limited to transient occupancy taxes.

The assessment is levied upon and a direct obligation of the assessed lodging business. However, the assessed lodging business may, at its discretion, pass the assessment on to transients. The amount of assessment, if passed on to each transient, shall be disclosed in advance and separately stated from the amount of rent charged and any other applicable taxes, and each transient shall receive a receipt for payment from the business. If the OTMD assessment is identified separately it shall be disclosed as the "OTMD Assessment." As an alternative, the disclosure may include the amount of the OTMD assessment and the amount of the assessment imposed pursuant to the California Tourism Marketing Act, Government Code §13995 et seq. and shall be disclosed as the "Tourism Assessment." The assessment is imposed solely upon, and is the sole obligation of the assessed lodging business even if it is passed on to transients. The assessment shall not be considered revenue for any purpose, including calculation of transient occupancy taxes.

Bonds shall not be issued.

E. Penalties and Interest

The OTMD shall reimburse the City of Oxnard for any costs associated with collecting unpaid assessments. If sums in excess of the delinquent OTMD assessment are sought to be recovered in the same collection action by the City, the OTMD shall bear its pro rata share of such collection costs. Assessed businesses which are delinquent in paying the assessment shall be responsible for paying:

1. *Original Delinquency:* Any lodging business that fails to remit the assessment within the time required shall pay a penalty of ten percent (10%) of the amount of the assessment in addition to the amount of the assessment.
2. *Continued Delinquency:* Any lodging business that fails to remit the assessment on or before a period of thirty (30) days following the date of which the assessment first became delinquent shall pay a second delinquency penalty of ten percent (10%) of the amount of the assessment.
3. *Fraud:* If the City determines that the nonpayment of the assessment is due to fraud, a penalty of twenty-five percent (25%) of the amount of the assessment shall be added to the amount in addition to any penalties.
4. *Interest:* In addition to the penalties imposed, any lodging business failing to timely remit the assessment shall pay interest at the rate of one-half of one percent (0.5%) per month or fraction thereof on the amount of the assessment, exclusive of penalties, from the date on which the assessment first became delinquent until the assessment is paid.
5. *Penalties and Interest Merged with Assessment:* Every penalty imposed and such interest as accrues shall become a part of the assessment required to be paid.

F. Time and Manner for Collecting Assessments

The OTMD assessment will be implemented beginning April 1, 2019 and will continue for five (5) years through March 31, 2024. The City will be responsible for collecting the assessment on a monthly basis (including any delinquencies, penalties and interest) from each lodging business. The City shall take all reasonable efforts to collect the assessments from each lodging business. The City shall forward the assessments collected to the Owners' Association.

V. GOVERNANCE

A. Owners' Association

The City Council, through adoption of this Management District Plan, has the right, pursuant to Streets and Highways Code §36651, to identify the body that shall implement the proposed program, which shall be the Owners' Association of the OTMD as defined in Streets and Highways Code §36612. The City Council has determined that Oxnard Convention and Visitors Bureau will serve as the Owners' Association for the OTMD. After formation of the OTMD, the Bureau's Board will create the "OTMD Committee". The OTMD Committee will be comprised solely of the owners or representatives of assessed lodging businesses. The OTMD Committee will be charged with overseeing OTMD funds and implementing OTMD programs.

B. Brown Act and California Public Records Act Compliance

An Owners' Association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. The Owners' Association is, however, subject to government regulations relating to transparency, namely the Ralph M. Brown Act and the California Public Records Act. These regulations are designed to promote public accountability. The Owners' Association acts as a legislative body under the Ralph M. Brown Act (Government Code §54950 et seq.). Thus, meetings of the Bureau board and certain committees must be held in compliance with the public notice and other requirements of the Brown Act. The Owners' Association is also subject to the record keeping and disclosure requirements of the California Public Records Act. Accordingly, the Owners' Association shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

C. Annual Report

The Bureau shall present an annual report at the end of each year of operation to the City Council pursuant to Streets and Highways Code §36650 (see Appendix 1). The annual report shall include:

- Any proposed changes in the boundaries of the improvement district or in any benefit zones or classification of businesses within the district.
- The improvements and activities to be provided for that fiscal year.
- An estimate of the cost of providing the improvements and the activities for that fiscal year.
- The method and basis of levying the assessment in sufficient detail to allow each business owner to estimate the amount of the assessment to be levied against his or her business for that fiscal year.
- The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.
- The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this part.

APPENDIX 1 – LAW

*** THIS DOCUMENT IS CURRENT THROUGH THE 2018 SUPPLEMENT ***
(ALL 2017 LEGISLATION)

STREETS AND HIGHWAYS CODE
DIVISION 18. PARKING
PART 7. PROPERTY AND BUSINESS IMPROVEMENT DISTRICT LAW OF 1994

CHAPTER 1. General Provisions

ARTICLE 1. Declarations

36600. Citation of part

This part shall be known and may be cited as the "Property and Business Improvement District Law of 1994."

36601. Legislative findings and declarations; Legislative guidance

The Legislature finds and declares all of the following:

(a) Businesses located and operating within business districts in some of this state's communities are economically disadvantaged, are underutilized, and are unable to attract customers due to inadequate facilities, services, and activities in the business districts.

(b) It is in the public interest to promote the economic revitalization and physical maintenance of business districts in order to create jobs, attract new businesses, and prevent the erosion of the business districts.

(c) It is of particular local benefit to allow business districts to fund business related improvements, maintenance, and activities through the levy of assessments upon the businesses or real property that receive benefits from those improvements.

(d) Assessments levied for the purpose of conferring special benefit upon the real property or a specific benefit upon the businesses in a business district are not taxes for the general benefit of a city, even if property, businesses, or persons not assessed receive incidental or collateral effects that benefit them.

(e) Property and business improvement districts formed throughout this state have conferred special benefits upon properties and businesses within their districts and have made those properties and businesses more useful by providing the following benefits:

(1) Crime reduction. A study by the Rand Corporation has confirmed a 12-percent reduction in the incidence of robbery and an 8-percent reduction in the total incidence of violent crimes within the 30 districts studied.

(2) Job creation.

(3) Business attraction.

(4) Business retention.

(5) Economic growth.

(6) New investments.

(f) With the dissolution of redevelopment agencies throughout the state, property and business improvement districts have become even more important tools with which communities can combat blight, promote economic opportunities, and create a clean and safe environment.

(g) Since the enactment of this act, the people of California have adopted Proposition 218, which added Article XIII D to the Constitution in order to place certain requirements and restrictions on the formation of, and activities, expenditures, and assessments by property-based districts. Article XIII D of the Constitution provides that property-based districts may only levy assessments for special benefits.

(h) The act amending this section is intended to provide the Legislature's guidance with regard to this act, its interaction with the provisions of Article XIII D of the Constitution, and the determination of special benefits in property-based districts.

(1) The lack of legislative guidance has resulted in uncertainty and inconsistent application of this act, which discourages the use of assessments to fund needed improvements, maintenance, and activities in property-based districts, contributing to blight and other underutilization of property.

(2) Activities undertaken for the purpose of conferring special benefits upon property to be assessed inherently produce incidental or collateral effects that benefit property or persons not assessed. Therefore, for special benefits to exist as a separate and distinct category from general benefits, the

incidental or collateral effects of those special benefits are inherently part of those special benefits. The mere fact that special benefits produce incidental or collateral effects that benefit property or persons not assessed does not convert any portion of those special benefits or their incidental or collateral effects into general benefits.
(3) It is of the utmost importance that property-based districts created under this act have clarity regarding restrictions on assessments they may levy and the proper determination of special benefits. Legislative clarity with regard to this act will provide districts with clear instructions and courts with legislative intent regarding restrictions on property-based assessments, and the manner in which special benefits should be determined.

36602. Purpose of part

The purpose of this part is to supplement previously enacted provisions of law that authorize cities to levy assessments within property and business improvement districts, to ensure that those assessments conform to all constitutional requirements and are determined and assessed in accordance with the guidance set forth in this act. This part does not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes.

36603. Preemption of authority or charter city to adopt ordinances levying assessments

Nothing in this part is intended to preempt the authority of a charter city to adopt ordinances providing for a different method of levying assessments for similar or additional purposes from those set forth in this part. A property and business improvement district created pursuant to this part is expressly exempt from the provisions of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (Division 4 (commencing with Section 2800)).

36603.5. Part prevails over conflicting provisions

Any provision of this part that conflicts with any other provision of law shall prevail over the other provision of law, as to districts created under this part.

36604. Severability

This part is intended to be construed liberally and, if any provision is held invalid, the remaining provisions shall remain in full force and effect. Assessments levied under this part are not special taxes.

ARTICLE 2. Definitions

36606. "Activities"

"Activities" means, but is not limited to, all of the following that benefit businesses or real property in the district:
(a) Promotion of public events.
(b) Furnishing of music in any public place.
(c) Promotion of tourism within the district.
(d) Marketing and economic development, including retail retention and recruitment.
(e) Providing security, sanitation, graffiti removal, street and sidewalk cleaning, and other municipal services supplemental to those normally provided by the municipality.
(f) Other services provided for the purpose of conferring special benefit upon assessed real property or specific benefits upon assessed businesses located in the district.

36606.5. "Assessment"

"Assessment" means a levy for the purpose of acquiring, constructing, installing, or maintaining improvements and providing activities that will provide certain benefits to properties or businesses located within a property and business improvement district.

36607. "Business"

"Business" means all types of businesses and includes financial institutions and professions.

36608. "City"

"City" means a city, county, city and county, or an agency or entity created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code, the public member agencies of which includes only cities, counties, or a city and county, or the State of California.

36609. "City council"

"City council" means the city council of a city or the board of supervisors of a county, or the agency, commission, or board created pursuant to a joint powers agreement and which is a city within the meaning of this part.

36609.4. "Clerk"

"Clerk" means the clerk of the legislative body.

36609.5. "General benefit"

"General benefit" means, for purposes of a property-based district, any benefit that is not a "special benefit" as defined in Section 36615.5.

36610. "Improvement"

"Improvement" means the acquisition, construction, installation, or maintenance of any tangible property with an estimated useful life of five years or more including, but not limited to, the following:

(a) Parking facilities.
(b) Benches, booths, kiosks, display cases, pedestrian shelters and signs.
(c) Trash receptacles and public restrooms.
(d) Lighting and heating facilities.
(e) Decorations.
(f) Parks.
(g) Fountains.
(h) Planting areas.
(i) Closing, opening, widening, or narrowing of existing streets.
(j) Facilities or equipment, or both, to enhance security of persons and property within the district.
(k) Ramps, sidewalks, plazas, and pedestrian malls.
(l) Rehabilitation or removal of existing structures.

36611. "Management district plan"; "Plan"

"Management district plan" or "plan" means a proposal as defined in Section 36622.

36612. "Owners' association"

"Owners' association" means a private nonprofit entity that is under contract with a city to administer or implement improvements, maintenance, and activities specified in the management district plan. An owners' association may be an existing nonprofit entity or a newly formed nonprofit entity. An owners' association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. Notwithstanding this section, an owners' association shall comply with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code), at all times when matters within the subject matter of the district are heard, discussed, or deliberated, and with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code), for all records relating to activities of the district.

36614. "Property"

"Property" means real property situated within a district.

36614.5. "Property and business improvement district"; "District"

"Property and business improvement district," or "district," means a property and business improvement district established pursuant to this part.

36614.6. "Property-based assessment"

"Property-based assessment" means any assessment made pursuant to this part upon real property.

36614.7. "Property-based district"

"Property-based district" means any district in which a city levies a property-based assessment.

36615. "Property owner"; "Business owner"; "Owner"

"Property owner" means any person shown as the owner of land on the last equalized assessment roll or otherwise known to be the owner of land by the city council. "Business owner" means any person recognized by the city as the owner of the business. "Owner" means either a business owner or a property owner. The city council has no obligation to obtain other information as to the ownership of land or businesses, and its determination of ownership shall be final and conclusive for the purposes of this part. Wherever this part requires the signature of the property owner, the signature of the authorized agent of the property owner shall be sufficient. Wherever this part requires the signature of the business owner, the signature of the authorized agent of the business owner shall be sufficient.

36615.5. "Special benefit"

"Special benefit" means, for purposes of a property-based district, a particular and distinct benefit over and above general benefits conferred on real property located in a district or to the public at large. Special benefit includes incidental or collateral effects that arise from the improvements, maintenance, or activities of property-based districts even if those incidental or collateral effects benefit property or persons not assessed. Special benefit excludes general enhancement of property value.

36616. "Tenant"

"Tenant" means an occupant pursuant to a lease of commercial space or a dwelling unit, other than an owner.

ARTICLE 3. Prior Law

36617. Alternate method of financing certain improvements and activities; Effect on other provisions

This part provides an alternative method of financing certain improvements and activities. The provisions of this part shall not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes. Every improvement area established pursuant to the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500) of this division) is valid and effective and is unaffected by this part.

CHAPTER 2. Establishment

36620. Establishment of property and business improvement district

A property and business improvement district may be established as provided in this chapter.

36620.5. Requirement of consent of city council

A county may not form a district within the territorial jurisdiction of a city without the consent of the city council of that city. A city may not form a district within the unincorporated territory of a county without the consent of the board

of supervisors of that county. A city may not form a district within the territorial jurisdiction of another city without the consent of the city council of the other city.

36621. Initiation of proceedings; Petition of property or business owners in proposed district

(a) Upon the submission of a written petition, signed by the property or business owners in the proposed district who will pay more than 50 percent of the assessments proposed to be levied, the city council may initiate proceedings to form a district by the adoption of a resolution expressing its intention to form a district. The amount of assessment attributable to property or a business owned by the same property or business owner that is in excess of 40 percent of the amount of all assessments proposed to be levied, shall not be included in determining whether the petition is signed by property or business owners who will pay more than 50 percent of the total amount of assessments proposed to be levied.

(b) The petition of property or business owners required under subdivision (a) shall include a summary of the management district plan. That summary shall include all of the following:

(1) A map showing the boundaries of the district.

(2) Information specifying where the complete management district plan can be obtained.

(3) Information specifying that the complete management district plan shall be furnished upon request.

(c) The resolution of intention described in subdivision (a) shall contain all of the following:

(1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property or businesses within the district, a statement as to whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements do not need to be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities, and the location and extent of the proposed district.

(2) A time and place for a public hearing on the establishment of the property and business improvement district and the levy of assessments, which shall be consistent with the requirements of Section 36623.

36622. Contents of management district plan

The management district plan shall include, but is not limited to, all of the following:

(a) If the assessment will be levied on property, a map of the district in sufficient detail to locate each parcel of property and, if businesses are to be assessed, each business within the district. If the assessment will be levied on businesses, a map that identifies the district boundaries in sufficient detail to allow a business owner to reasonably determine whether a business is located within the district boundaries. If the assessment will be levied on property and businesses, a map of the district in sufficient detail to locate each parcel of property and to allow a business owner to reasonably determine whether a business is located within the district boundaries.

(b) The name of the proposed district.

(c) A description of the boundaries of the district, including the boundaries of benefit zones, proposed for establishment or extension in a manner sufficient to identify the affected property and businesses included, which may be made by reference to any plan or map that is on file with the clerk. The boundaries of a proposed property assessment district shall not overlap with the boundaries of another existing property assessment district created pursuant to this part. This part does not prohibit the boundaries of a district created pursuant to this part to overlap with other assessment districts established pursuant to other provisions of law, including, but not limited to, the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500)). This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with another business assessment district created pursuant to this part. This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with a property assessment district created pursuant to this part.

(d) The improvements, maintenance, and activities proposed for each year of operation of the district and the maximum cost thereof. If the improvements, maintenance, and activities proposed for each year of operation are the same, a description of the first year's proposed improvements, maintenance, and activities and a statement that the same improvements, maintenance, and activities are proposed for subsequent years shall satisfy the requirements of this subdivision.

(e) The total annual amount proposed to be expended for improvements, maintenance, or activities, and debt service in each year of operation of the district. If the assessment is levied on businesses, this amount may be estimated based upon the assessment rate. If the total annual amount proposed to be expended in each year of operation of the district is not significantly different, the amount proposed to be expended in the initial year and a statement that a similar amount applies to subsequent years shall satisfy the requirements of this subdivision.
(f) The proposed source or sources of financing, including the proposed method and basis of levying the assessment in sufficient detail to allow each property or business owner to calculate the amount of the assessment to be levied against his or her property or business. The plan also shall state whether bonds will be issued to finance improvements.
(g) The time and manner of collecting the assessments.
(h) The specific number of years in which assessments will be levied. In a new district, the maximum number of years shall be five. Upon renewal, a district shall have a term not to exceed 10 years. Notwithstanding these limitations, a district created pursuant to this part to finance capital improvements with bonds may levy assessments until the maximum maturity of the bonds. The management district plan may set forth specific increases in assessments for each year of operation of the district.
(i) The proposed time for implementation and completion of the management district plan.
(j) Any proposed rules and regulations to be applicable to the district.
(k) (1) A list of the properties or businesses to be assessed, including the assessor's parcel numbers for properties to be assessed, and a statement of the method or methods by which the expenses of a district will be imposed upon benefited real property or businesses, in proportion to the benefit received by the property or business, to defray the cost thereof.
(2) In a property-based district, the proportionate special benefit derived by each identified parcel shall be determined exclusively in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the activities. An assessment shall not be imposed on any parcel that exceeds the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits are assessable, and a property-based district shall separate the general benefits, if any, from the special benefits conferred on a parcel. Parcels within a property-based district that are owned or used by any city, public agency, the State of California, or the United States shall not be exempt from assessment unless the governmental entity can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit. The value of any incidental, secondary, or collateral effects that arise from the improvements, maintenance, or activities of a property-based district and that benefit property or persons not assessed shall not be deducted from the entirety of the cost of any special benefit or affect the proportionate special benefit derived by each identified parcel.
(l) In a property-based district, the total amount of all special benefits to be conferred upon the properties located within the property-based district.
(m) In a property-based district, the total amount of general benefits, if any.
(n) In a property-based district, a detailed engineer's report prepared by a registered professional engineer certified by the State of California supporting all assessments contemplated by the management district plan.
(o) Any other item or matter required to be incorporated therein by the city council.

<u>36623.</u> Procedure to levy assessment

(a) If a city council proposes to levy a new or increased property assessment, the notice and protest and hearing procedure shall comply with Section 53753 of the Government Code.
(b) If a city council proposes to levy a new or increased business assessment, the notice and protest and hearing procedure shall comply with Section 54954.6 of the Government Code, except that notice shall be mailed to the owners of the businesses proposed to be assessed. A protest may be made orally or in writing by any interested person. Every written protest shall be filed with the clerk at or before the time fixed for the public hearing. The city council may waive any irregularity in the form or content of any written protest. A written protest may be withdrawn in writing at any time before the conclusion of the public hearing. Each written protest shall contain a description of the business in which the person subscribing the protest is interested sufficient to identify the business and, if a person subscribing is not shown on the official records of the city as the owner of the business, the protest shall contain or be accompanied by written evidence that the person subscribing is the owner of the business or the authorized representative. A written protest that does not comply with this section shall not be counted in determining a majority protest. If written protests are received from the owners or authorized representatives of businesses in the proposed district that will pay

50 percent or more of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than 50 percent, no further proceedings to levy the proposed assessment against such businesses, as contained in the resolution of intention, shall be taken for a period of one year from the date of the finding of a majority protest by the city council.

(c) If a city council proposes to conduct a single proceeding to levy both a new or increased property assessment and a new or increased business assessment, the notice and protest and hearing procedure for the property assessment shall comply with subdivision (a), and the notice and protest and hearing procedure for the business assessment shall comply with subdivision (b). If a majority protest is received from either the property or business owners, that respective portion of the assessment shall not be levied. The remaining portion of the assessment may be levied unless the improvement or other special benefit was proposed to be funded by assessing both property and business owners.

36624. Changes to proposed assessments

At the conclusion of the public hearing to establish the district, the city council may adopt, revise, change, reduce, or modify the proposed assessment or the type or types of improvements, maintenance, and activities to be funded with the revenues from the assessments. Proposed assessments may only be revised by reducing any or all of them. At the public hearing, the city council may only make changes in, to, or from the boundaries of the proposed property and business improvement district that will exclude territory that will not benefit from the proposed improvements, maintenance, and activities. Any modifications, revisions, reductions, or changes to the proposed assessment district shall be reflected in the notice and map recorded pursuant to Section 36627.

36625. Resolution of formation

(a) If the city council, following the public hearing, decides to establish a proposed property and business improvement district, the city council shall adopt a resolution of formation that shall include, but is not limited to, all of the following:

(1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property, businesses, or both within the district, a statement on whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements need not be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities and the location and extent of the proposed district.

(2) The number, date of adoption, and title of the resolution of intention.

(3) The time and place where the public hearing was held concerning the establishment of the district.

(4) A determination regarding any protests received. The city shall not establish the district or levy assessments if a majority protest was received.

(5) A statement that the properties, businesses, or properties and businesses in the district established by the resolution shall be subject to any amendments to this part.

(6) A statement that the improvements, maintenance, and activities to be conferred on businesses and properties in the district will be funded by the levy of the assessments. The revenue from the levy of assessments within a district shall not be used to provide improvements, maintenance, or activities outside the district or for any purpose other than the purposes specified in the resolution of intention, as modified by the city council at the hearing concerning establishment of the district. Notwithstanding the foregoing, improvements and activities that must be provided outside the district boundaries to create a special or specific benefit to the assessed parcels or businesses may be provided, but shall be limited to marketing or signage pointing to the district.

(7) A finding that the property or businesses within the area of the property and business improvement district will be benefited by the improvements, maintenance, and activities funded by the proposed assessments, and, for a property-based district, that property within the district will receive a special benefit.

(8) In a property-based district, the total amount of all special benefits to be conferred on the properties within the property-based district.

(b) The adoption of the resolution of formation and, if required, recordation of the notice and map pursuant to Section 36627 shall constitute the levy of an assessment in each of the fiscal years referred to in the management district plan.

36626. Resolution establishing district

If the city council, following the public hearing, desires to establish the proposed property and business improvement district, and the city council has not made changes pursuant to Section 36624, or has made changes that do not substantially change the proposed assessment, the city council shall adopt a resolution establishing the district. The resolution shall contain all of the information specified in Section 36625.

36627. Notice and assessment diagram

Following adoption of the resolution establishing district assessments on properties pursuant to Section 36625 or Section 36626, the clerk shall record a notice and an assessment diagram pursuant to Section 3114. No other provision of Division 4.5 (commencing with Section 3100) applies to an assessment district created pursuant to this part.

36628. Establishment of separate benefit zones within district; Categories of businesses

The city council may establish one or more separate benefit zones within the district based upon the degree of benefit derived from the improvements or activities to be provided within the benefit zone and may impose a different assessment within each benefit zone. If the assessment is to be levied on businesses, the city council may also define categories of businesses based upon the degree of benefit that each will derive from the improvements or activities to be provided within the district and may impose a different assessment or rate of assessment on each category of business, or on each category of business within each zone.

36628.5. Assessments on businesses or property owners

The city council may levy assessments on businesses or on property owners, or a combination of the two, pursuant to this part. The city council shall structure the assessments in whatever manner it determines corresponds with the distribution of benefits from the proposed improvements, maintenance, and activities, provided that any property-based assessment conforms with the requirements set forth in paragraph (2) of subdivision (k) of Section 36622.

36629. Provisions and procedures applicable to benefit zones and business categories

All provisions of this part applicable to the establishment, modification, or disestablishment of a property and business improvement district apply to the establishment, modification, or disestablishment of benefit zones or categories of business. The city council shall, to establish, modify, or disestablish a benefit zone or category of business, follow the procedure to establish, modify, or disestablish a property and business improvement district.

36630. Expiration of district; Creation of new district

If a property and business improvement district expires due to the time limit set pursuant to subdivision (h) of Section 36622, a new management district plan may be created and the district may be renewed pursuant to this part.

CHAPTER 3. Assessments

36631. Time and manner of collection of assessments; Delinquent payments

The collection of the assessments levied pursuant to this part shall be made at the time and in the manner set forth by the city council in the resolution levying the assessment. Assessments levied on real property may be collected at the same time and in the same manner as for the ad valorem property tax, and may provide for the same lien priority and penalties for delinquent payment. All delinquent payments for assessments levied pursuant to this part may be charged interest and penalties.

36632. Assessments to be based on estimated benefit; Classification of real property and businesses; Exclusion of residential and agricultural property

(a) The assessments levied on real property pursuant to this part shall be levied on the basis of the estimated benefit to the real property within the property and business improvement district. The city council may

classify properties for purposes of determining the benefit to property of the improvements and activities provided pursuant to this part.
(b) Assessments levied on businesses pursuant to this part shall be levied on the basis of the estimated benefit to the businesses within the property and business improvement district. The city council may classify businesses for purposes of determining the benefit to the businesses of the improvements and activities provided pursuant to this part.
(c) Properties zoned solely for residential use, or that are zoned for agricultural use, are conclusively presumed not to benefit from the improvements and service funded through these assessments, and shall not be subject to any assessment pursuant to this part.

36633. Time for contesting validity of assessment

The validity of an assessment levied under this part shall not be contested in any action or proceeding unless the action or proceeding is commenced within 30 days after the resolution levying the assessment is adopted pursuant to Section 36626. Any appeal from a final judgment in an action or proceeding shall be perfected within 30 days after the entry of judgment.

36634. Service contracts authorized to establish levels of city services

The city council may execute baseline service contracts that would establish levels of city services that would continue after a property and business improvement district has been formed.

36635. Request to modify management district plan

The owners' association may, at any time, request that the city council modify the management district plan. Any modification of the management district plan shall be made pursuant to this chapter.

36636. Modification of plan by resolution after public hearing; Adoption of resolution of intention

(a) Upon the written request of the owners' association, the city council may modify the management district plan after conducting one public hearing on the proposed modifications. The city council may modify the improvements and activities to be funded with the revenue derived from the levy of the assessments by adopting a resolution determining to make the modifications after holding a public hearing on the proposed modifications. If the modification includes the levy of a new or increased assessment, the city council shall comply with Section 36623. Notice of all other public hearings pursuant to this section shall comply with both of the following:
(1) The resolution of intention shall be published in a newspaper of general circulation in the city once at least seven days before the public hearing.
(2) A complete copy of the resolution of intention shall be mailed by first class mail, at least 10 days before the public hearing, to each business owner or property owner affected by the proposed modification.
(b) The city council shall adopt a resolution of intention which states the proposed modification prior to the public hearing required by this section. The public hearing shall be held not more than 90 days after the adoption of the resolution of intention.

36637. Reflection of modification in notices recorded and maps

Any subsequent modification of the resolution shall be reflected in subsequent notices and maps recorded pursuant to Division 4.5 (commencing with Section 3100), in a manner consistent with the provisions of Section 36627.

CHAPTER 3.5. Financing

36640. Bonds authorized; Procedure; Restriction on reduction or termination of assessments

(a)The city council may, by resolution, determine and declare that bonds shall be issued to finance the estimated cost of some or all of the proposed improvements described in the resolution of formation adopted pursuant to Section 36625, if the resolution of formation adopted pursuant to that section provides for the issuance of bonds, under the Improvement Bond Act of 1915 (Division 10 (commencing with Section 8500))

or in conjunction with Marks-Roos Local Bond Pooling Act of 1985 (Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code). Either act, as the case may be, shall govern the proceedings relating to the issuance of bonds, although proceedings under the Bond Act of 1915 may be modified by the city council as necessary to accommodate assessments levied upon business pursuant to this part.

(b) The resolution adopted pursuant to subdivision (a) shall generally describe the proposed improvements specified in the resolution of formation adopted pursuant to Section 36625, set forth the estimated cost of those improvements, specify the number of annual installments and the fiscal years during which they are to be collected. The amount of debt service to retire the bonds shall not exceed the amount of revenue estimated to be raised from assessments over 30 years.

(c) Notwithstanding any other provision of this part, assessments levied to pay the principal and interest on any bond issued pursuant to this section shall not be reduced or terminated if doing so would interfere with the timely retirement of the debt.

CHAPTER 4. Governance

36650. Report by owners' association; Approval or modification by city council

(a) The owners' association shall cause to be prepared a report for each fiscal year, except the first year, for which assessments are to be levied and collected to pay the costs of the improvements, maintenance, and activities described in the report. The owners' association's first report shall be due after the first year of operation of the district. The report may propose changes, including, but not limited to, the boundaries of the property and business improvement district or any benefit zones within the district, the basis and method of levying the assessments, and any changes in the classification of property, including any categories of business, if a classification is used.

(b) The report shall be filed with the clerk and shall refer to the property and business improvement district by name, specify the fiscal year to which the report applies, and, with respect to that fiscal year, shall contain all of the following information:

(1) Any proposed changes in the boundaries of the property and business improvement district or in any benefit zones or classification of property or businesses within the district.

(2) The improvements, maintenance, and activities to be provided for that fiscal year.

(3) An estimate of the cost of providing the improvements, maintenance, and activities for that fiscal year.

(4) The method and basis of levying the assessment in sufficient detail to allow each real property or business owner, as appropriate, to estimate the amount of the assessment to be levied against his or her property or business for that fiscal year.

(5) The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.

(6) The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this part.

(c) The city council may approve the report as filed by the owners' association or may modify any particular contained in the report and approve it as modified. Any modification shall be made pursuant to Sections 36635 and 36636.

The city council shall not approve a change in the basis and method of levying assessments that would impair an authorized or executed contract to be paid from the revenues derived from the levy of assessments, including any commitment to pay principal and interest on any bonds issued on behalf of the district.

36651. Designation of owners' association to provide improvements, maintenance, and activities

The management district plan may, but is not required to, state that an owners' association will provide the improvements, maintenance, and activities described in the management district plan. If the management district plan designates an owners' association, the city shall contract with the designated nonprofit corporation to provide services.

CHAPTER 5. Renewal

36660. Renewal of district; Transfer or refund of remaining revenues; District term limit

(a) Any district previously established whose term has expired, or will expire, may be renewed by following the procedures for establishment as provided in this chapter.
(b) Upon renewal, any remaining revenues derived from the levy of assessments, or any revenues derived from the sale of assets acquired with the revenues, shall be transferred to the renewed district. If the renewed district includes additional parcels or businesses not included in the prior district, the remaining revenues shall be spent to benefit only the parcels or businesses in the prior district. If the renewed district does not include parcels or businesses included in the prior district, the remaining revenues attributable to these parcels shall be refunded to the owners of these parcels or businesses.
(c) Upon renewal, a district shall have a term not to exceed 10 years, or, if the district is authorized to issue bonds, until the maximum maturity of those bonds. There is no requirement that the boundaries, assessments, improvements, or activities of a renewed district be the same as the original or prior district.

CHAPTER 6. Disestablishment

36670. Circumstances permitting disestablishment of district; Procedure

(a) Any district established or extended pursuant to the provisions of this part, where there is no indebtedness, outstanding and unpaid, incurred to accomplish any of the purposes of the district, may be disestablished by resolution by the city council in either of the following circumstances:

(1) If the city council finds there has been misappropriation of funds, malfeasance, or a violation of law in connection with the management of the district, it shall notice a hearing on disestablishment.
(2) During the operation of the district, there shall be a 30-day period each year in which assessees may request disestablishment of the district. The first such period shall begin one year after the date of establishment of the district and shall continue for 30 days. The next such 30-day period shall begin two years after the date of the establishment of the district. Each successive year of operation of the district shall have such a 30-day period. Upon the written petition of the owners or authorized representatives of real property or the owners or authorized representatives of businesses in the district who pay 50 percent or more of the assessments levied, the city council shall pass a resolution of intention to disestablish the district. The city council shall notice a hearing on disestablishment.

(b) The city council shall adopt a resolution of intention to disestablish the district prior to the public hearing required by this section. The resolution shall state the reason for the disestablishment, shall state the time and place of the public hearing, and shall contain a proposal to dispose of any assets acquired with the revenues of the assessments levied within the property and business improvement district. The notice of the hearing on disestablishment required by this section shall be given by mail to the property owner of each parcel or to the owner of each business subject to assessment in the district, as appropriate. The city shall conduct the public hearing not less than 30 days after mailing the notice to the property or business owners. The public hearing shall be held not more than 60 days after the adoption of the resolution of intention.

36671. Refund of remaining revenues upon disestablishment or expiration without renewal of district; Calculation of refund; Use of outstanding revenue collected after disestablishment of district

(a) Upon the disestablishment or expiration without renewal of a district, any remaining revenues, after all outstanding debts are paid, derived from the levy of assessments, or derived from the sale of assets acquired with the revenues, or from bond reserve or construction funds, shall be refunded to the owners of the property or businesses then located and operating within the district in which assessments were levied by applying the same method and basis that was used to calculate the assessments levied in the fiscal year in which the district is disestablished or expires. All outstanding assessment revenue collected after disestablishment shall be spent on improvements and activities specified in the management district plan.
(b) If the disestablishment occurs before an assessment is levied for the fiscal year, the method and basis that was used to calculate the assessments levied in the immediate prior fiscal year shall be used to calculate the amount of any refund.

APPENDIX 2 – ASSESSED BUSINESSES

Name	Address	City, State ZIP
Best Western Oxnard Inn	1156 S. Oxnard Blvd.	Oxnard, CA 93030-7418
Courtyard by Marriott Oxnard	600 E. Esplanade Dr.	Oxnard, CA 93030-2403
Embassy Suites Mandalay Beach Hotel & Resort	2101 Mandalay Beach Rd.	Oxnard, CA 93035-3638
Hampton Inn & Suites Channel Islands Harbor	3231 Peninsula Rd.	Oxnard, CA 93035
Hilton Garden Inn Oxnard	2000 Solar Dr.	Oxnard, CA 93036-2694
Homewood Suites	1950 Solar Dr.	Oxnard, CA 93036
Channel Islands Inn	1001 E. Channel Islands Blvd.	Oxnard, CA 93033-5508
Residence Inn by Marriott at River Ridge	2101 West Vineyard Ave.	Oxnard, CA 93036
Vagabond Inn Oxnard	1245 N. Oxnard Blvd.	Oxnard, CA 93030-4041

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD DECLARING RESULTS OF MAJORITY PROTEST PROCEEDINGS AND ESTABLISHING THE OXNARD TOURISM MARKETING DISTRICT (OTMD)

WHEREAS, the Property and Business Improvement District Law of 1994 (Streets and Highways Code §36600 et. seq.) authorizes the City to establish business improvement districts upon petition by a weighted majority of the business owners located within the boundaries of the district; and

WHEREAS, lodging business owners who will pay more than fifty percent (50%) of the proposed assessment, as weighted according to the amount of the assessment to be paid by the petitioner, within the boundaries of the OTMD have petitioned the City Council to establish the OTMD; and

WHEREAS, included with the petitions was a Management District Plan (Plan) summary that describes the proposed assessment to be levied on lodging businesses within the OTMD to pay for sales and marketing programs, and other improvements and activities set forth in the Plan; and

WHEREAS, the assessed lodging businesses within the OTMD will receive a specific benefit from the activities and improvements set forth in the Plan; and

WHEREAS, on January 15, 2019 at 6:00 PM at 305 West Third Street, Oxnard, CA 93030, the City Council adopted a Resolution of Intention, Resolution No. 15,192; and

WHEREAS, the public meeting and public hearing to consider the establishment of the OTMD have been properly noticed in accordance with Streets and Highways Code §36623; and

WHEREAS, on February 5, 2019 at 6:00 PM at 305 West Third Street, Oxnard, CA 93030, the City Council held a public meeting regarding the establishment of the OTMD, and the City Council heard and received objections and protests, if any, to the establishment of the OTMD and the levy of the proposed assessment; and

WHEREAS, on March 5, 2019 at 6:00 PM at 305 West Third Street, Oxnard, CA 93030, the City Council held a public hearing regarding the establishment of the OTMD, and the City Council heard and received all objections and protests, if any, to the establishment of the OTMD and the levy of the proposed assessment; and

WHEREAS, the City Clerk has determined that there was no majority protest. A majority protest is defined as written protests received from owners of businesses in the proposed OTMD which would pay fifty percent (50%) or more of the assessments proposed to be levied. Protests are weighted based on the assessment proposed to be levied on each lodging business; and

WHEREAS, the City bears the burden of proving by a preponderance of the evidence that an assessment imposed for a specific benefit or specific government service is not a tax, that the amount is no more than necessary to cover the costs to the City in providing the specific benefit or specific government service, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the specific benefits or specific government services received by the payor.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL THAT:

1. The recitals set forth herein are adopted by the City Council as findings and they are true and correct.

2. The OTMD is hereby established for a five (5) year term, beginning April 1, 2019 through March 31, 2024.

3. The Plan dated February 8, 2019 is hereby adopted and approved.

4. The activities to be provided to benefit businesses in the OTMD will be funded by the levy of the assessment. The revenue from the assessment levy shall not be used: to provide activities that directly benefit businesses outside the OTMD; to provide activities or improvements outside the OTMD; or for any purpose other than the purposes specified in this Resolution, the Resolution of Intention, and the Plan. Notwithstanding the foregoing, improvements and activities that must be provided outside the OTMD boundaries to create a specific benefit to the assessed businesses may be provided, but shall be limited to marketing or signage pointing to the OTMD.

5. The City Council finds as follows:

a) The activities funded by the assessment will provide a specific benefit to assessed businesses within the OTMD that is not provided to those not paying the assessment.

b) The assessment is a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege.

c) The assessment is a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product.

d) Assessments imposed pursuant to the OTMD are levied solely upon the assessed business, and the business owner is solely responsible for payment of the assessment when due. If the owner chooses to collect any portion of the assessment from a transient, that portion shall be specifically called out and identified for the transient in any and all

communications from the business owner as the "OTMD Assessment" or "Tourism Assessment" as specified in the Plan.

6. The assessments levied for the OTMD shall be applied towards sales and marketing programs to market Oxnard lodging businesses as tourist, meeting and event destinations, and other improvements and activities as set forth in the Plan.

7. Assessments levied on lodging businesses pursuant to this resolution shall be levied on the basis of benefit. Because the services provided are intended to increase room rentals, an assessment based on room rentals is the best measure of benefit.

8. The assessments for the entire OTMD will total approximately $750,000 in year one (1).

9. Bonds shall not be issued to fund the OTMD.

10. The OTMD shall include all lodging business with fifty-five (55) rooms or more, excluding RV parks, located within the boundaries of the City of Oxnard. A boundary map is attached hereto and incorporated herein by reference.

11. The assessments shall be used for the purposes set forth above and any funds remaining at the end of any year may be used in subsequent years in which the OTMD assessment is levied as long as they are used consistent with the requirements set forth herein.

12. The assessments to fund the activities and improvements for the OTMD will be collected by the Cities on a monthly basis, and in accordance with Streets and Highways Code §36631.

13. The City Council, through adoption of this Resolution and the Plan, has the right pursuant to Streets and Highways Code §36651, to identify the body that shall implement the proposed program, which shall be the Owners' Association of the OTMD as defined in Streets and Highways Code §36612. The City Council has determined that Oxnard Convention and Visitors Bureau shall be the OTMD Owners' Association.

14. Oxnard Convention and Visitors Bureau, pursuant to Streets and Highways Code §36650, shall cause to be prepared a report for each fiscal year, except the first year, for which assessments are to be levied and collected to pay the costs of the improvement and activities described in the report. The first report shall be due after the first year of operation of the OTMD.

15. The OTMD established pursuant to this resolution will be subject to any amendments to the Property and Business Improvement District Law of 1994 (California Streets and Highways Code §36600 et. seq.).

16. The City Clerk, or his or her designee, is directed to take all necessary actions to complete the establishment of the OTMD and to levy the assessments.

17. This Resolution shall take effect immediately upon its adoption by the City Council.

I HEREBY CERTIFY that the foregoing Resolution of Formation was introduced and adopted at a regular meeting of the City Council on the _____ day of _____, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn, Mayor

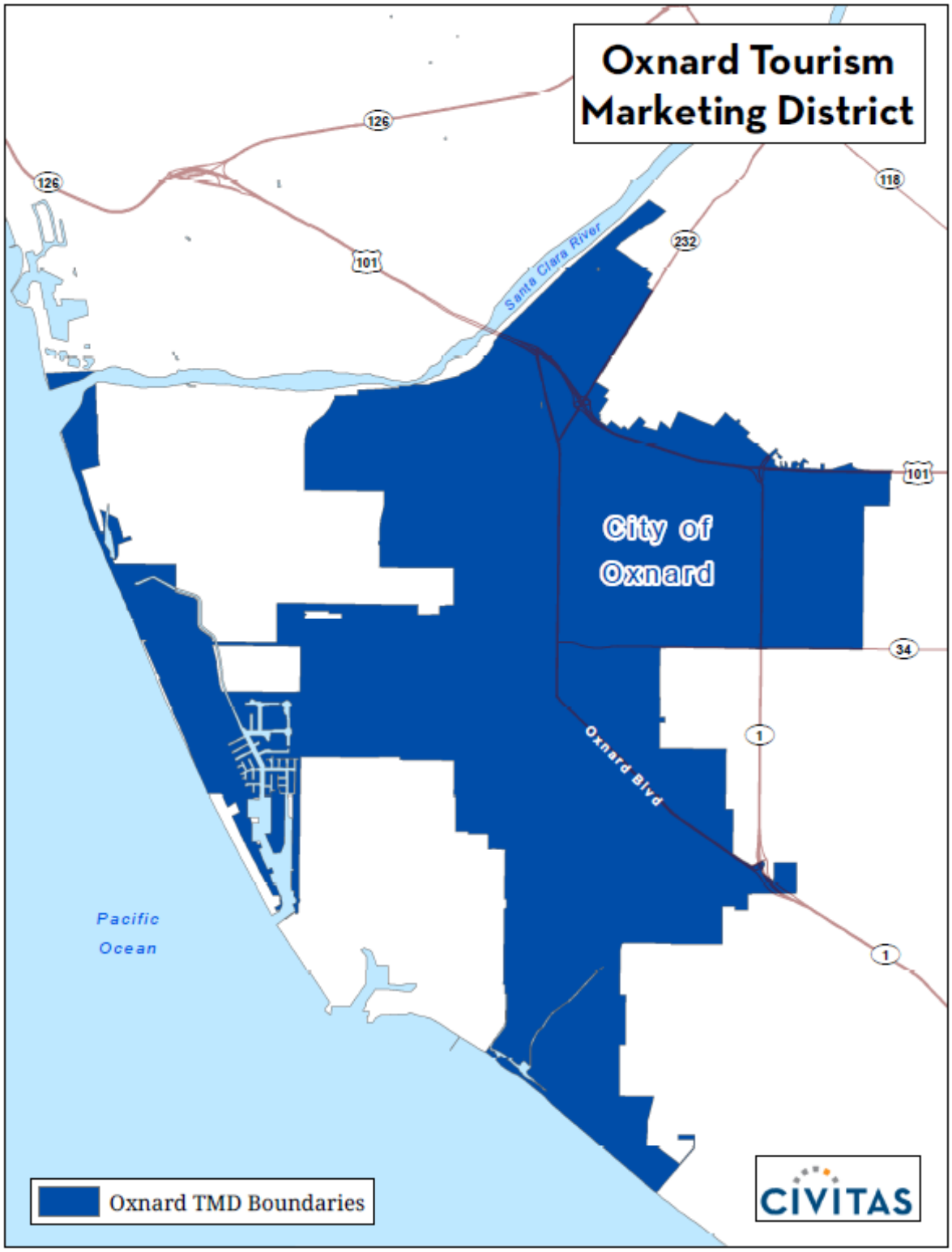
ATTEST:

_____
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

Boundary Map



Oxnard Tourism Marketing District

VISIT OXNARD CALIFORNIA

City Council Meeting
March 5, 2019

CIVITAS
PARTNERSHIPS • PROGRESS • PROSPERITY

Formation Timeline

	Oct 2018	Nov 2018	Dec 2018	Jan 2019	Feb 2019	Mar 2019	Apr 2019
Initiation							
Outreach & Consensus Building							
Document Prep							
Petition Drive							
Hearing Process				ROI 1/15	Public Meeting 2/5	Final Hearing 3/5	
District Operations Begin							

Based on Public Input – Changes to Oxnard TMD District Parameters

	Original Proposed Parameters	Requested Changes
LOCATION	All lodging businesses in the City of Oxnard	**All lodging businesses with fifty-five (55) rooms or more in the City of Oxnard**
SERVICES	Marketing and sales programs to promote Oxnard as tourist, meeting and event destination	No Change
ASSESSMENT RATE	1.5% of room rental revenue	No Change
ESTIMATED ANNUAL BUDGET	$750,000	**$730,000**
TERM	5 years	No Change
MANAGEMENT	Oxnard Convention & Visitors Bureau – TMD Committee will be formed comprised of hoteliers to oversee and implement TMD programs in accordance with the Plan	No Change

City Council Requested Action

- Adopt the Resolution of Formation
  - Approve the Management District Plan dated February 8th which includes the changes to the boundaries and estimated annual budget
  - Adoption of this resolution would impose the assessment on businesses within the reduced boundaries beginning April 1, 2019

Thank you!

Gina Reed, Project Manager
Civitas

Julie Mino
Oxnard Convention & Visitors Bureau

CIVITAS
PARTNERSHIPS • PROGRESS • PROSPERITY

CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Public Hearing** **AGENDA ITEM NO.: 2**

DATE: March 5, 2019

TO: City Council

FROM: Ashley Golden
Development Services Director

SUBJECT: Appeal of Planning and Zoning Permit No. 18-500-01 (Special Use Permit for a Planned Development); 18-300-05 (Tentative Tract Map for Tract No. 6009); and 18-535-01 (Density Bonus). Heritage Homes Development Project, Located at 130-184 North H Street and 838 Palm Drive. (10/10/10)

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

RECOMMENDATION:

That City Council:
1. Adopt a resolution upholding the Planning Commission's approval of Planning and Zoning Permit No. 18-500-01 (Special Use Permit for a Planned Development Permit), subject to certain findings and conditions set forth in Planning Commission Resolution No. 2018-35;
2. Adopt a resolution upholding the Planning Commission's approval of Planning and Zoning Permit No. 18-535-01 (Density Bonus Permit), subject to certain findings and conditions set forth in Planning Commission Resolution No. 2018-37; and
3. Adopt a resolution approving Planning and Zoning Permit No. 18-300-05 (Tentative Tract Map for Tract No. 6009), subject to certain findings and conditions set forth in Planning Commission Resolution No. 2018-36.

BACKGROUND

On December 20, 2018, the Planning Commission voted 5-2 (two members were absent) to approve Special Use Permit and Density Bonus Permits and recommend that the City Council approve a Tentative Tract Map for Tract No. 6009 for the construction of a 13 unit residential development project. The Commission approval involved a Special Use Permit for a Planned Development Permit to construct ten (10) market rate single family homes and three (3) affordable (low income) single family homes on the 1.49-acre site located at 130-184 North H

Street and 838 Palm Drive. The lots will range in size from 4,574 to 5,739 square feet. Each home will be two-stories and roughly 1,653 square feet. Commission also granted approval of a Density Bonus permit pursuant to Government Code Section 65915(d) (State Density Bonus law). The proposed affordability and three concessions supported the Developer's request for a 35% density bonus. The three concessions will reduce the minimum lot frontage from 50-feet to 32-feet; reduce the lot width from 50-feet to 36-feet; and reduce the rear yard setback from 25-feet to 5-feet. The 35% Density Bonus will allow the construction of 3 single family homes (low income) in addition to the 10 single family dwelling units which would be permitted for the site. For projects requesting a Density Bonus (Government Code Section 65915(p)), covered parking, such as carports or enclosed garages, and guest parking is not required. However, for this project the developer has provided each unit an enclosed two-car garage. Garages off the alley have a two-car roll up garage door; with a single-car roll up garage facing the inside of the backyard to permit a tandem parking space. Although not required by Government Code and Oxnard City Code since a density bonus permit is being secured, three of the units will provide guest parking on their driveway apron.

The project is located within the Wilson Neighborhood and is across the street from the easterly boundary of the Fremont South Neighborhood. On August 7, 2018, the Developer mailed 1,160 notices of the Community Workshop meeting to all property owners within the Wilson and Fremont South Neighborhoods. The Community Workshop was conducted on August 20, 2018. Approximately 10 persons from the community attended the meeting and participated in the informational presentation provided by the Developer. The Developer addressed questions and concerns as described in Section 8 of the Planning Commission staff report. In addition, the Developer met multiple times with both neighborhoods and the neighborhoods have been supportive of the proposed project.

At the Planning Commission meeting, no members of the public attended the meeting to speak in support or opposition to the development proposal. The Commission had general questions regarding the garage sizes, parking and inquired whether the single family homes would be restricted from the current Accessory Dwelling Unit (ADU) standards. The project meets off-street parking requirements and future owners would not be restricted from ADU standards which in part are pre-empted by State mandate standards. Generally, the Planning Commission was supportive of the project and voted to support to the development project.

Pursuant to Section 16-545 of the Oxnard City Code, on January 5, 2019, Planning Division staff filed an appeal of the Planning Commission's approval of the Special Use and Density Bonus Permits, and action on Tentative Tract Map for Tract 6009. The appeal will allow the City Council to consider the entitlement permits as one integrated project since the project involves multiple entitlement applications.

The Planning Commission staff report, resolutions, and project plans from the meeting of December 20, 2019 have been attached. (Attachment Nos. A-E)

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.

FINANCIAL IMPACT

The project will be subject to all applicable development and impact fees which will be assessed and collected prior to issuances of building permits. The project will provide an additional financial benefit to the City by generating revenue through property taxes.

Prepared by Juan Martinez, Associate Planner

ATTACHMENTS:

Attachment A - PC Staff Report_12.20.2018

Attachment B - Heritage Homes Project Plans

Attachment C - PC Resolution Special Use Permit, #2018-35_PZ18-500-01

Attachment D - PC Resolution-Tentative Subdivision Map, #2018-36_PZ18-300-05

Attachment E - PC Resolution-Density Bonus Permit#2018-37_PZ18-535-01

Attachment F- CC Resolution Special Use Permit-Draft

Attachment G - CC Resolution Tentative Subdivision Map-Draft

Attachment H- CC Resolution-Density Bonus Permit-Draft

CITY OF OXNARD CALIFORNIA

PLANNING COMMISSION
STAFF REPORT

TO: Planning Commission

FROM: Juan Martinez, Associate Planner

DATE: December 20, 2018

SUBJECT: **Planning and Zoning Permit No. 18-500-01 (Special Use Permit for a Planned Development); 18-300-05 (Tentative Tract Map for Tract No. 6009); and 18-535-01 (Density Bonus); Heritage Homes on a 1.49 acres site located at 130-184 North H Street; and 838 Palm Drive.**

1) **Recommendation:** That the Planning Commission adopt the following resolutions:

   a) Approving Planning and Zoning Permit No. 18-500-01 (Special Use Permit for Planned Development Permit), subject to certain findings and conditions;

   b) Approving Planning and Zoning Permit No. 18-535-01 (Density Bonus), subject to certain findings and conditions; and

   c) Recommending that City Council approve Planning and Zoning Permit No. 18-300-05 (Tentative Tract Map for Tract No.6009), subject to certain findings and conditions.

2) **Project Description and Applicant:** Request for approval of a tentative subdivision map to construct 13 detached single-family dwelling units on 13 lots. A Density Bonus permit is requested to provide ten (10) market rate single family homes and three (3) affordable (low income) single family homes. The 1.49-acre site is located at 130-184 North H Street and 838 Palm Drive. The lots will range in size from 4,574 to 5,739 square feet. Each two-story home will be 1,653 square feet and will have three bedrooms and two and half bathrooms. Approval of Density Bonus concessions/incentives are requested pursuant to Government Code Section 65915(d) (State Density Bonus law) to: a) reduce the minimum lot frontage from 50-feet to 32-feet; b) reduce the lot width from 50-feet to 36-feet; and c) reduce the rear yard setback from 25-feet to 5-feet. The proposed affordability and three concessions permits the Applicant to seek a 35% Density Bonus. For the purposes of this Staff Report, the foregoing project description shall be referred to as the "**Project**." The proposed project is exempt from environmental review pursuant to Section 15332 of the California Environmental Quality Act (CEQA) Guidelines. Filed by Henry Casillas, on behalf of Heritage Homes, LLC 451 West Fifth Street, Oxnard, California 93030 ("Applicant").

3) Existing & Surrounding Land Uses: The project site is located on the southeast corner of N. H Street and Palm Ave., and southeast corner of N. H Street and Magnolia Ave. within the Wilson Neighborhood. The site project is comprised of two lots which are bisected by Magnolia Ave. and intersects with H Street. The 1.28-acre project site which is south of Magnolia Ave. will accommodate eleven (11) lots. This area is currently paved with landscaping; the site was previously utilized as a parking lot. The 0.221 acre site north of Magnolia Ave., will accommodate two lots. This area is paved with landscaping and was previously improved with tennis courts.

The project site is surrounded by residential uses on all sides and a convent facility to the east. The following table summarizes existing land uses, zoning, and 2030 General Plan designations on the Project site and adjacent properties, which is also shown on Attachment-A:

LOCATION	ZONING	GENERAL PLAN	EXISTING LAND USE
Project Site	Single Family Planned Development (R1-PD)	Residential Low (RL)	Secured Parking / Lot Not in Use and Fenced /Tennis Court
North	Multi-Family Residential (R-2)	Residential Medium (RM)	Residential Duplex/Single Family Homes
South	Single Family Residential (R1)	Residential Low (RL)	Single Family Homes
East	Single Family Planned Development (R1)	Residential Low (RL)	Sisters, Servants of Mary Convent Facility
West	Single Family Residential (R1)	Residential Low (RL)	Single Family Homes

4) Background Information: The project site north of Magnolia Ave. was previously used as a parking lot for Brittell Elementary School/Oxnard School District. The school was demolished in 1992 to accommodate the construction of Sisters, Servants of Mary Convent Facility which is located directly across Magnolia Ave. to the east of the project site.

In 2007, the City Council considered a pre-application for the construction of 23 all-affordable townhomes with a density of approximately 15.3 units per acre. Council input pertained to density, land use compatibility, and change to the H Street streetscape. A formal application for site development and General Plan and zoning amendments was never filed with the City.

On October 5, 2017, the Planning Commission denied a request to construct eight detached single-family dwelling units on the developed 1.28-acre site. At the time, the proposed development did not include the tennis court site (0.221-acres) and only proposed to construct eight homes on eight individual lots that averaged 7,000 square feet.

At the meeting, the Planning Commission voted 4 to 3 to deny the project due to concerns regarding density, design and compatibility with the surrounding neighborhood, unit design and limited open space for families/play area, and number of bedrooms/bathrooms. The Applicant appealed the Commission's decision to the City Council; the appeal was withdrawn due to changes in ownership.

5) **Environmental Determination:** In accordance with Section 15332 (Class 32) and 15061 of the State of California Environmental Quality Act (CEQA) Guidelines, projects involving "in-fill development" may be found to be exempt from the requirements of the CEQA**.** In addition, pursuant to Section 15061, projects involving and instances where activity is covered by the general rule that CEQA only applies to projects which have the potential for causing a significant effect on the environment may be found to be exempt from the requirements of the CEQA. A Class 32 categorical exemption under CEQA Guidelines Section 15332 consists of projects characterized as in-fill development meeting the requirement described below:

(a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.

(b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.

(c) The project site has no value, as habitat for endangered, rare or threatened species.

(d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.

(e) The site can be adequately served by all required utilities and public services.

The proposed Project meets the requirements of a Class 32 categorical exemption because it: (i) is consistent with the City of Oxnard 2030 General Plan designation and all applicable General Plan policies for the reasons set forth below; (ii) the proposed Project is within the City limits on a site of no more than five acres; (iii) the Project site has no value as habitat for endangered, rare or threatened species; (iv) approval of the Project will not result in any significant effects relating to traffic, noise, air quality, or water quality; and (v) the Project site can be adequately served by all required utilities and public services.

Therefore, staff has determined that there is no substantial evidence that the project may have a significant effect on the environment and recommends that Planning Commission approve the filing of a Notice of Exemption (see Attachment B).

6) Analysis

a) *General Discussion:* The Applicant is seeking approval of a Special Use Permit (SUP) for a Planned Development to construct 13 single family on 13 separate for sale lots; a tentative tract map will facilitate construction of 13 separate lots. Lots will range in size from 4,587 to 5,739 square feet and will accommodate 13 detached, three bedroom, 2.5 bath, two-story single family dwelling units (see Attachment C). Each home will be 1,653 square feet with an identical floor plan. One (1) of the dwelling units will be available to low income families (80% area median income-AMI) and two (2) of the units will be available to moderate income families (120% AMI). The remaining ten (10) units will be sold as market rate for sale units. Without the requested 35-percent density bonus, the site would only accommodate 10 dwelling units.

b) *General Plan Consistency:* The City's 2030 General Plan land use designation for the subject site is for Residential Low, which allows for up to seven units per acre. The Residential Low designation stipulates that single-family homes should be detached with front, side, and rear setback requirements, and may include patio and zero lot line homes and planned unit developments.

Pursuant to the City Code, Density Bonus and Related Incentives and Concessions Program, the Applicant is requested approval of three development code concessions in exchange for constructing three affordable housing units. With the density bonus, the project will be designed to a density of approximately 8 units per acre. The development follows the development and setback standards of the Single-Family Residential (R-1) zoning district. Approval of this SUP for a Planned Development Permit and a Density Bonus Application is required to ensure consistency with the General Plan and land use designation.

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

I. Direct Applicability to a Proposed Project or Program (full text of the policy and an explanation).

II. Related or Indirect Applicability to the Proposed Project or Program (policy title and an explanation for each or groups of related or indirectly related policies).

III. No or Distant Applicability to the Proposed Project or Program (all policies not listed as Level I and II are assumed to be consistent).

POLICY	LEVEL	POLICY OR TITLE	EXPLANATION
CD-1.5	I	Promote the development of a variety of housing types throughout the City including apartments, condominiums, lofts, townhouses, and attached and detached single-family units.	The Project is proposed on an abandoned parking lot and tennis courts that are no longer in use. Site improvements and new homes will address an overall housing need within the immediate area.
CD-8.1	I	Continue to limit development to those areas that can be served by existing or planned utilities, transportation, and service systems.	The proposed Project is surrounded by urban development, and existing utilities along H Street that can adequately serve the proposed Project.
CD-9.1	I	Recognize, preserve, and improve the visual identity and character of existing neighborhoods.	The single-story infill development is located within a 1981 Historic Resource Survey District. Although, the property is non-contributing and is located within the Historic Resource Survey District, the subject area is predominantly comprised of single-family homes.
CD-14.1	I	In the evaluation of development proposals, continue to ensure that public and private development Projects comply with City design policies, plans, and guidelines.	The Project includes development and performance conditions recommend by Development Advisory Committee (DAC) to ensure that the Project complies with City permitting expectations and policies.
ISC-1.2	I	Review development proposals for their impacts on infrastructure (e.g., sewer, water, fire stations, libraries, streets) and require appropriate mitigation measures to ensure that proposed developments do not create substantial adverse impacts on existing infrastructure and that the necessary infrastructure will be in place to support the development.	The proposed development and associated improvements would tie into existing infrastructure, which has the capacity to provide service to the proposed residential dwellings. The project includes standards and special development project conditions by City Department representatives.
ER-9.2	I	Enhance neighborhood diversity and reinforce the desirable elements of neighborhood character and quality through incorporation of design guidelines, use of landscape materials, and encouraging new developments to integrate historical and culturally significant elements into proposed Projects.	The thirteen single-family home development proposes to maintain existing neighborhood characteristics that are further described in Section 6.
CD-9.2 ICS-8.5	II	"…promote the revitalization of residential… properties that are deteriorated or detract from the visual quality of the City" Consider and require where appropriate and feasible the enhancement of the pedestrian environment as part of private development and public works Projects, especially for public sidewalks.	Existing invasive vegetation will be cleared. The proposed site design for each of the homes incorporates decorative walkways to the public sidewalk and the streetscape design will complement the existing community streetscape setting.

CD-3.4 CD-14.1 CD-14.2 CD-14.3 ICS-11.10 ER-9.4 ER-10.1	II	Neighborhood Quality of Life Design Review Process Development Advisory Committee Functions Quality of Design Water Supply Findings for Smaller Projects Human Scale Development Promote Use of Native and Water Wise Plants	The DAC review process led to changes in the Project and/or conditions of approval that meet these Level II policies.

c) ***Density Bonus:*** State density bonus law (Government Code § 65915-§ 65918) stipulates that additional dwelling units shall be allowed over the otherwise maximum allowable residential density identified in the General Plan, for projects which provide affordable housing for families defined as low-, very low-, or moderate-income households. The number of additional dwelling units and development concessions are determined by the base zoning and the total of units that are deed restricted as very low, low, or moderate income units. Government Code §65915(f) provides the formula with which to calculate the density bonus. The Project proposes one low income unit and two moderate income units which qualifies the project for a 35% density bonus. The Applicant is seeking approval to construct 13 units. In exchange the Applicant is seeking three concessions under the density bonus application. The three concessions include reductions in lot frontage (50-feet to 32-feet), lot widths (50-feet to 36-feet), and reductions in rear yard setback (25-feet to 5-feet).

In accordance with State Law (Gov. Code 65915(d)(A)), the Applicant has submitted a pro-forma analysis to demonstrate that the incentives/concessions are necessary to provide the additional dwelling units that include the affordable housing units (see Attachment D). Without the DB concessions, the project would not be subject to the affordable housing requirements, since the site could only accommodate a total of nine (9) dwelling units. Pursuant to the City's affordable housing inclusionary ordinance (No. 2721) only new residential development projects containing ten or more dwelling units are required to set aside ten (10) percent of the total number of units to persons and families of lower income, as defined by the California Health and Safety Code Section 50079.5.

In support of the request, the Applicant submitted a pro forma for review. Illuminas Consulting (Consultant) has reviewed the pro forma submitted by the Applicant in order to assess whether the concessions are required in order for the project to provide the affordable units. In addition, the consultant reviewed the project development costs as well as the anticipated unit pricing for the completed residential development. The objective of the consultant's review of the proforma is to determine if the Applicant's proposal and the construction of three affordable housing units sold below market investment returns is valid. State law requires that the City grant the requested concessions unless the concession is not required in order for the project to provide for affordable housing units.

The Consultants' review of the Applicant's financial information indicates that the project unit sales and that the development costs projected for the site improvements appear to be reasonable; and that the proform information supplied by the Applicant does in fact accurately illustrate that the project is not feasible at nine (9) units.

d) ***Conformance with Zoning Development Standards:*** The property is zoned for Single Family Residential with a Planned Development Additive (R1-PD). Pursuant to Section 16-271 of the City Code, the proposed new development requires approval of a SUP for the Planned Development. Under the provisions of the Planned Development Additive Zone (OCC Section 16-270 et seq.), all requirements of the basic zone apply to the P-D zone, but the requirements may be modified by up to 25% of a numerical standard of the basic zone. The Applicant is requesting to modify the required lot area requirement of 6,000 square feet by 23.8 percent. The smallest lot is 4,574 square feet and the remaining twelve (12) lots are larger in size and average 5,061 square feet in area (16 percent reduction). The following code compliance table provides a comparison of applicable development standards of the R1-PD zone and identifies associated reductions in accordance with the PD provisions and the Density Bonus incentive and concessions described in this staff report:

DEVELOPMENT STANDARD	REQUIRED	PROPOSED	COMPLIES?
Minimum dwelling Size (§16-24)	1,000 square feet, exclusive of garages carports, and any accessory buildings	First Floor: 900 square feet Second Floor: 753 square feet 1,653 square feet total (Garage: 484 square feet)	YES
Maximum building height (§16-25)	2 stories not to exceed 25 feet	2 Story (24-feet, 5-inches)	YES
Minimum lot area (§16-26)	6,000 square feet	Lots average between 4,812 and 5,070 square feet in area	YES w/ 25% PD Modification
Minimum lot frontage (§16-27)	50 feet	32-feet	YES w/ Lot Width DB Concession
Minimum lot width (§16-28)	- Interior lots: no less than 60 feet - Corner lots: no less than 75 feet	- Interior lots: 36-feet average - Corner Lots: 40.07 feet	YES w/ DB Concession
Minimum lot depth (§16-29)	At least 100 feet	Lots 1-11: 140-feet Lots 12&13: 120-feet	YES

DEVELOPMENT STANDARD	REQUIRED	PROPOSED	COMPLIES ?
Front yard setback (§16-31)	• No less than 20 feet; except houses constructed w/ swing (side facing) driveway 15 feet minimum • Dwellings varying from the required setback, such setback shall determine the required setback if such dwellings comprise at least 60% of the block	• 20-feet; all garage are designed with alley access • Homes along H Street: 28.5-feet to 35-feet setback from property line and front porches average between 20.3 feet and 26.8 feet. *NOTE: Residential block has varied setback with existing homes averaging 25-feet (35-feet from the public sidewalk)*	YES
Side yard setback (§16-32)	• Corner and Interior Lots: 10% of lot width, not less than 3 feet or more than 5 • Reverse Corner lots: Side yard on street side shall be no less than 50% of the required front yard. No accessory buildings within the front yard setback	• 5-feet • Reverse Corner Lots: N/A	YES
Rear yard setback (§16-33)	Rear yard of no less than 25% of the lot's depth, but need not exceed 25 ft.	5-feet	YES w/ DB Concession
Interior yard space (§16-34)	At least 15% of the lot area or 900 sf whichever is less and shall be open from ground to sky except for roof overhangs not exceeding 30 inches.	Exceed 15-percent (average range 1,085 square feet and 1,620 square feet	YES
Parking spaces (§16-622F)	2-car garage spaces for each home (For up to 5 bedrooms)	2-car garage spaces provided for each 3-bedroom home with access from back alley.	YES

e) ***Site Design:*** Each single-family home will be constructed on a separate lot with eleven (11) single-family homes designed to front North H Street and two (2) homes will front onto Palm Drive. All of the homes will include landscaping within the front and street side yards including a walkway connection between the front door and the public sidewalk. Front yard fencing is not proposed; however, wood fencing for privacy between properties and decorative masonry walls along street and alley sides of Lot 11 and 12 will be installed. The project includes a condition of approval requiring a pedestrian connection from the house to the backside for direct access to vehicle parking and refuse container locations. Refuse trucks service this community via the alleyway and refuse containers will be stored along the garage sides with back gate access.

The detached garage with alley access design is consistent with single family homes in the area and surrounding neighborhoods. As proposed, the design maximizes private yard space areas for persons to enjoy. Most of the lots will maintain a 44-foot separation average between the house and the garage and will average private yards of

approximately 1,500 square feet in area. In addition, the garage is designed with a second single car garage door opening that will connect with the back yard. The added access is likely to encourage persons to use for additional parking or for convenient access and use of the detached garage.

The floor plan design of the homes is replicated across the thirteen lots with a two-story, three-bedroom house and two and half baths. For variation, the 1,653 square foot homes are reversed with alternating sides from one another. In addition, three varied elevation designs are proposed. The three-elevation designs include a combination of earth tone stucco colors, combined with multiple siding applications using Hardie paneling and/or siding, brick or river rock treatments. The two-story massing of the homes is complemented by single story architectural design elements such as the three distinct front porch designs and the varied design combination. The front facing elevations include added design details not only by help break two-story massing, but also to add varied design characteristics from one house to another.

Development Services has imposed conditions of approval to require on and off site improvements in order to enhance pedestrian accessibility. The Applicant will be required to remove the existing five-foot wide sidewalk and install a new six-foot wide public sidewalk along the H Street property frontage. The widened sidewalk design will provide for an ADA (Americans with Disabilities Act) accessible compliant pedestrian path of travel along H Street. The Applicant will also be required to repair and/or replace any existing broken or damaged curb, gutter or asphalt paving adjacent to the property as directed by the City's Construction Services Inspector. New utilities connecting to existing above ground utilities will be required to be undergrounded. The Applicant will be required to install a Fire Department compliant fire hydrant in a location approved by the Fire Marshall. The width of the new sidewalk will also accommodate the new hydrant.

f) **Historic Survey Area:** The property is located within the local 1981 Oxnard Historic Survey area that surveyed 419 parcels. (Attachment E). The neighborhood is primarily made up of post-war residences built in the 1940's through the 1960's. The subject property was originally developed and part of Brittell Elementary School. The school was demolished in 1979 with the landscaping, parking lot, and fence tennis court area remaining. However, the subject property is not identified as a contributing resource or as a potential landmark resource. Even though, the project site is not a contributing resource, in May of 2018, the development plans were referred to staff with the Ventura County Cultural Heritage office for input. Pursuant to an agreement in place since April of 1991, due to their technical expertise, the Ventura County Cultural Heritage Board (VC-CHB) functions as the City of Oxnard Cultural Heritage Board.

Input provided by Cultural Heritage staff was generally favorable; however, the CHB Staff had concerns with the second story massing and suggested that one and one-half

story residence be designed in place with some of the two-story homes to add interest and break up the massing. The Applicant worked with City staff to accommodate a single story plan; however, single story construction caused conflicts with two or more development standards. Instead, the plans were revised to enhance single story front facing architectural design elements. In addition, CHB staff suggested that the Applicant should preserve and protect mature trees in place to soften the massing of the two-story homes. The majority of the trees have been deemed unhealthy or in conflict with the proposed development and site improvements; therefore, the project will be installing upsized tree sizes to reintroduce the loss in tree values back into the project site. One last suggestion was that garages should be shifted as close as possible to the side property line as possible (3-4 feet) to accommodate parking within the side of the garage instead of the area proposed between the house and the garage. At the time, garages were centrally located and the developed shifted towards one side (5-feet minimum); however, parking in side yard created access issues and Applicant felt that vehicular through access offered homeowners optional access for vehicle parking or back yard access. Garage doors along the alley and the single door opening into the back yard will incorporate an automatic garage door opener for the convenience of each homeowner. Automatic garage door openers are expected to encourage homeowners to park on the property and reduce on-street parking demands.

g) ***Circulation and Parking:*** Vehicular access to each single family home will occur via an alley and each unit will have a two-car garage (side by side). The two dwelling units facing Palm Drive and house on Lot 11 are designed with additional tandem parking spaces in front of the garage and the remaining ten (10) homes are designed with a double through garage door that allows persons added access to detached garage. The added access will allow for additional tandem parking space on the proposed concrete drive or for convenient access to garage or public alley. Additional visitor parking is not required for the single-family homes. Parallel parking along H Street will continue to be available and parking on the alleyway is prohibited.

h) ***Building Design:*** The proposed design of the two-story residential homes is contemporary-Craftsman. The homes will be wood framed construction and will follow current construction standards. The homes offer three varied pallet colors with architectural and materials featured to complement one another. The colors will be generally earth tone with stucco and Hardie paneling/siding combination. Home options will include either brick or stone and roofing materials will be dimensional asphalt shingles for three dimensional appearance. Exterior designs will include different and varied exterior finishes and colors so that homes appear different and are not identically the same. Identical floor plans will include a half bath, living room, great room, kitchen, and dining area on the first floor and three bedrooms and two baths on the second floor. Laundry areas are provided on the second floor.

7) **Development Advisory Committee:** The Development Advisory Committee (DAC) reviewed this project on May 9th and July 11, 2018. Recommendations of the DAC are reflected in the final design of the Project and as proposed conditions of approval in the attached resolution.

8) **Community Workshop and Public Input:** The project is located within the Wilson Neighborhood and is across the street from the Fremont South Neighborhood easterly boundary. On August 7, 2018, the Applicant mailed 1,160 notices of the Community Workshop meeting to all property owners within the Wilson and Fremont South Neighborhoods. A notice of this meeting was posted on the Project site along with a brief description and contact information. The Community Workshop was conducted on August 20, 2018. Approximately, 10 persons from the community attended the meeting. The Applicant made a brief presentation and answered questions regarding the project's design. One of the persons in attendance described that alley parking has been an ongoing issue in the area and asked how this project would address potential issues with residents parking in alley. The project's design is not designed to accommodate alley parking and parallel parking in front of garage would cause cars to encroach into the public right-of-way which may result in accidents, or City fines or vehicle towing. One person expressed concerns that parking along H Street is already impacted and that new homes would add to the existing on-street parking demand. Existing street curbside parking does show that cars are parking on the development's side of the street. The Applicant has provided the required number of off-street parking spaces and complies with all parking and on site circulation design requirements; a reduction in parking is not requested.

   On May 1, 2017, the Applicant and City staff attended a Wilson Neighborhood meeting at the Oxnard Library. At both meetings, the Applicant made a brief presentation and answered questions regarding the proposed development. On multiple occasion, the Applicant has independently met with the neighborhood to ensure neighborhood design is addressed.

9) **Appeal Procedure:** In accordance with OCC Section 16-545, the Planning Commission's action on Planning and Zoning Permit No. 17-500-01 (Special Use Permit – Planned Development) and Planning and Zoning Permit No. 17-535-04 (Density Bonus) may be appealed to the City Council within 18 days after the decision date. Appeal forms may be obtained from the City Clerk and must be submitted with the appropriate fees before the end of the appeal period.

Attachments:

A. Maps (Vicinity, General Plan, Zoning)
B. Notice of Exemption
C. Reduced Project Plans
D. Economic Analysis
E. Oxnard Historic Survey Area Map
F. Resolution PZ 18-500-01 (Special Use Permit for Planned Development)
G. Resolution PZ 18-300-05 (Tentative Tract Map for Tract 6009)
H. Resolution PZ 18-535-01 (Density Bonus)

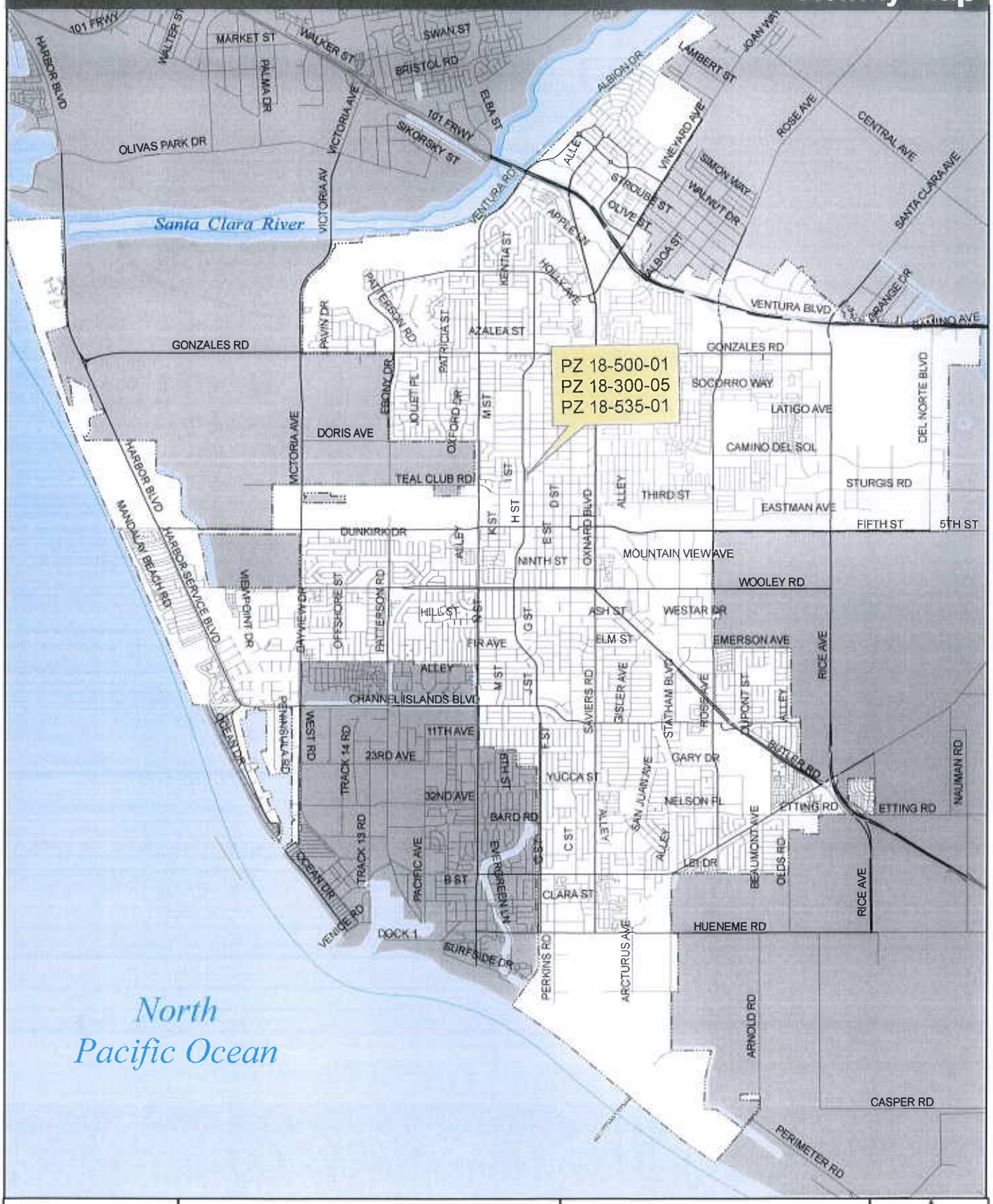
Prepared by: _____
JM

Approved by: _____
KM

ATTACHMENT
A

MAPS
(VICINITY, ZONING, GENERAL PLAN MAP)

Vicinity Map



OXNARD
Oxnard Planning
August 2, 2018

PZ 18-500-01, 18-300-05, 18-535-01
Location: 130-138 N H St.& 838 Palm Dr.
Heritage Homes

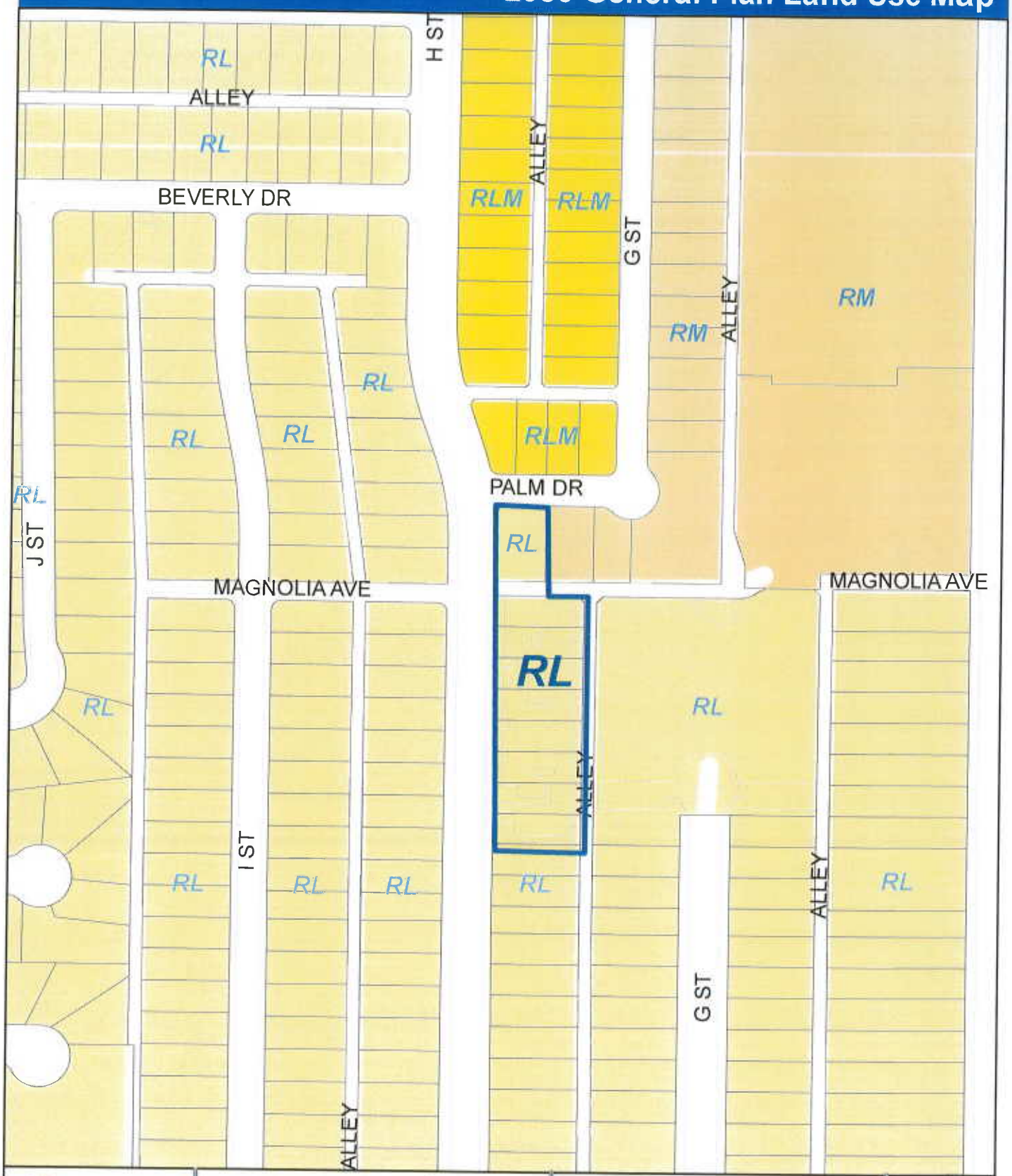
Vicinity Map

0 0.5 1 1.5 2 Miles

N

1:70,000

2030 General Plan Land Use Map



OXNARD CALIFORNIA

Oxnard Planning

August 2, 2018

PZ 18-500-01, 18-300-05, 18-535-01
Location: 130-138 N H St.& 838 Palm Dr.
Heritage Homes

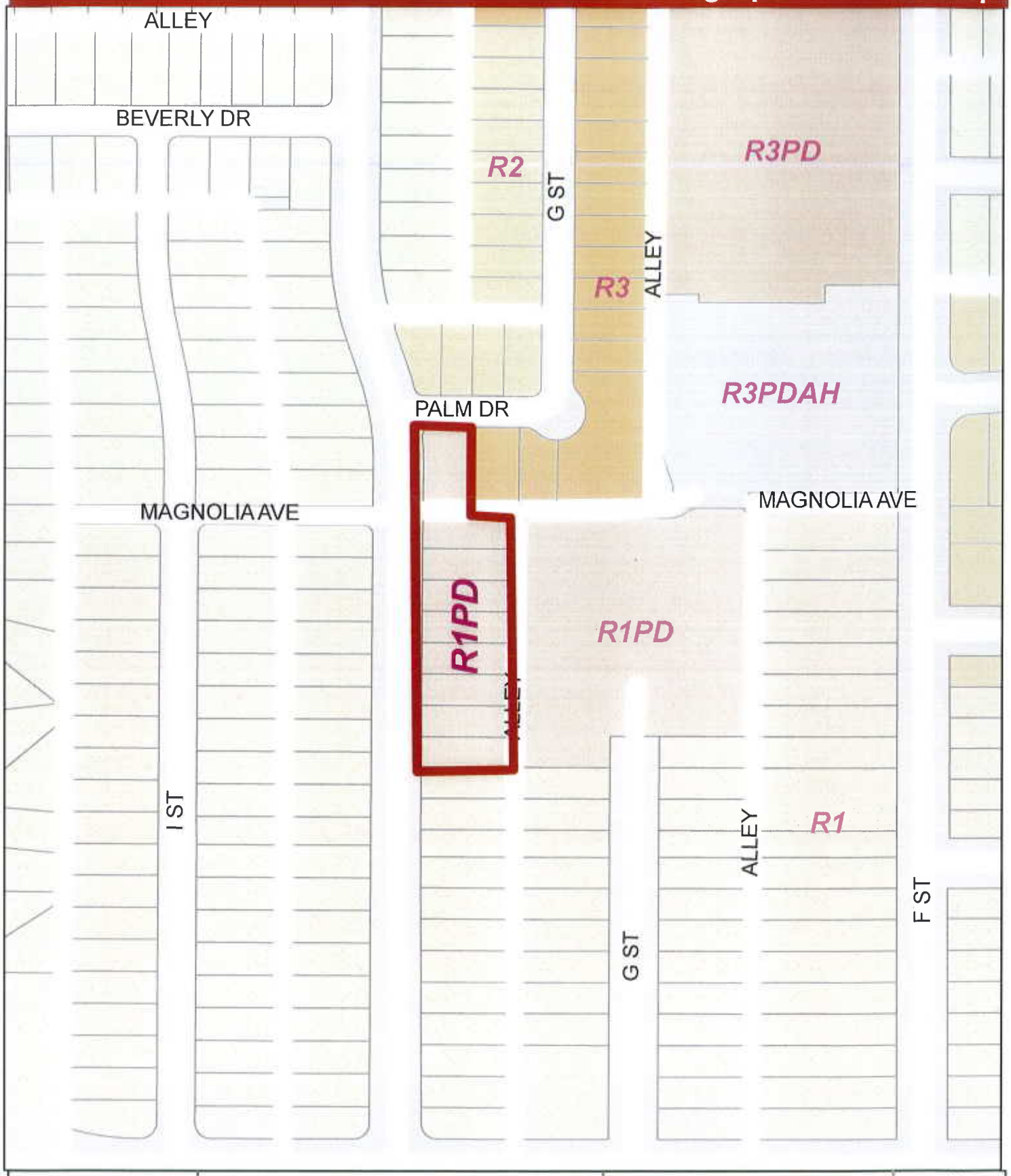
037.575 150 225 300 Feet

2030 General Plan Land Use Map

N W E S

1:2,500

Zoning/Specific Plan Map



OXNARD
Oxnard Planning
August 2, 2018

PZ 18-500-01, 18-300-05, 18-535-01
Location: 130-138 N H St.& 838 Palm Dr.
Heritage Homes

Feet
0 37.575 150 225 300

Zoning/Specific Plan Map

N W E S

1:2,500

ATTACHMENT B

NOTICE OF EXEMPTION

OXNARD PLANNING DIVISION
214 SOUTH C STREET
OXNARD, CALIFORNIA 93030

CITY OF OXNARD CALIFORNIA

NOTICE OF EXEMPTION

Project Description:
PLANNING AND ZONING PERMIT NOS. 18-500-01 (Special Use Permit for a Planned Development); 18-300-05 (Tentative Tract Map); and 18-535-01 (Density Bonus Permit). Request for approval of a tentative subdivision map to construct 13 detached single-family dwelling units on 13 lots. A Density Bonus permit is requested to provide ten (10) market rate single family homes and three (3) affordable (low income) single family homes. The 1.49-acre site is located at 130-184 North H Street and 838 Palm Drive. The lots will range in size from 4,574 to 5,739 square feet. Each two-story home will be 1,653 square feet and will have three bedrooms and two bathrooms. Approval of Density Bonus concessions/incentives are requested pursuant to Government Code Section 65915(d) (State's Density Bonus law) to: a) reduce the minimum lot frontage from 50-feet to 32-feet; b) reduce the lot width from 50-feet to 36-feet; and c) reduce the rear yard setback from 25-feet to 5-feet. The proposed affordability and three concessions permits the applicant to seek a 35% Density Bonus. The proposed project is exempt from environmental review pursuant to Section 15332 of the California Environmental Quality Act (CEQA) Guidelines. Filed by Henry Casillas, on behalf of Heritage Homes, LLC 451 West Fifth Street, Oxnard, California 93030.

Finding:
The Planning Division of the Development Services Department of the City of Oxnard has reviewed the above proposed project and found it to be exempt from the provisions of the California Environmental Quality Act (CEQA).

☐ Ministerial Project
☒ Categorical Exemption
☐ Statutory Exemption
☐ Emergency Project
☐ Quick Disapproval [CEQA Guidelines, 14 Cal. Code of Regs. 15270]
☐ No Possibility of Significant Effect [CEQA Guidelines, 14 Cal. Code of Regs. 15061(b)(3)]

Supporting Reasons: In accordance with Section 15332 (Class 32) and 15061 of the State of California Environmental Quality Act (CEQA) Guidelines, projects involving "in-fill development" may be found to be exempt from the requirements of the CEQA. In addition, pursuant to Section 15061, projects involving and instances where activity is covered by the general rule that CEQA only applies to projects which have the potential for causing a significant effect on the environment may be found to be exempt from the requirements of the CEQA.

Based on the above exemption and in accordance with CEQA, the Planning Division Manager has determined that there is no substantial evidence that the proposed project may have a significant effect on the environment and that a notice of exemption may be filed.

(Date)

Kathleen Mallory, AICP
Planning Manager

ATTACHMENT C

REDUCED PROJECT PLANS

HERITAGE HOMES LLC

HERITAGE HOMES PROJECT

H Street & Palm Drive
Oxnard, California

Lot Data Information

Lot No.	Lot Area	Required IYS*	% Bldg Footprint**	% Paving	% Landscape
1	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
2	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
3	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
4	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
5	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
6	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
7	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
8	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
9	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
10	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

Vicinity Map
Scale: NTS

CONSULTANTS

Architecture

Civil

Landscape

CODE COMPLIANCE

Project shall comply with the 2016 California Building, Mechanical, Electrical and Plumbing Codes and the 2016 Energy Codes

All Residences will require fire sprinkler system. Under a separate permit and submittal

PROJECT DATA

Tentative Tract Map No: 6009
APN: 202-0-030-615 through 685
& 202-0-030-715

OWNER:
Heritage Homes LLC
451 W. 5th Street
Oxnard
(805)385-3565
Contact: Henry Casillas

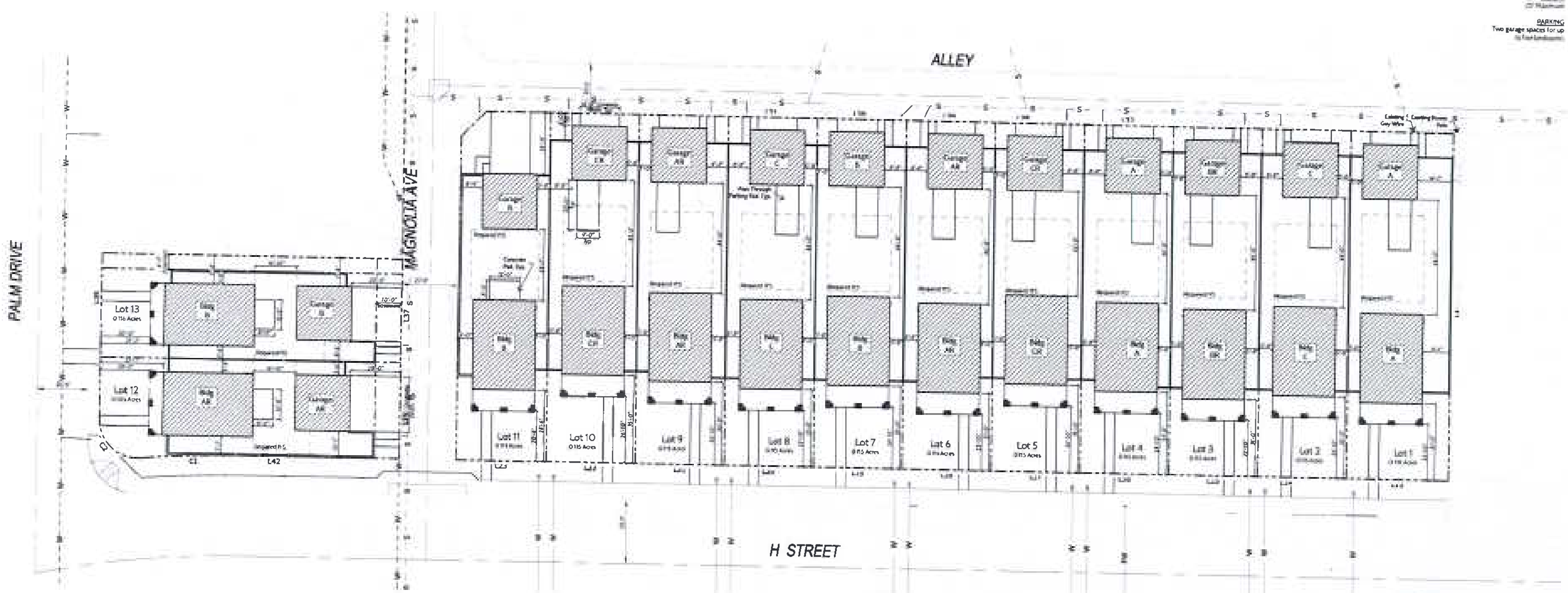
PROJECT DESCRIPTION

New Construction of 13 Two-Story 3 Bedroom Single Family Homes with Detached Two-Car Garages

ZONING SUMMARY

Interior Yard Space: 15% of Lot Area

PARKING
Two garage spaces for up to ...



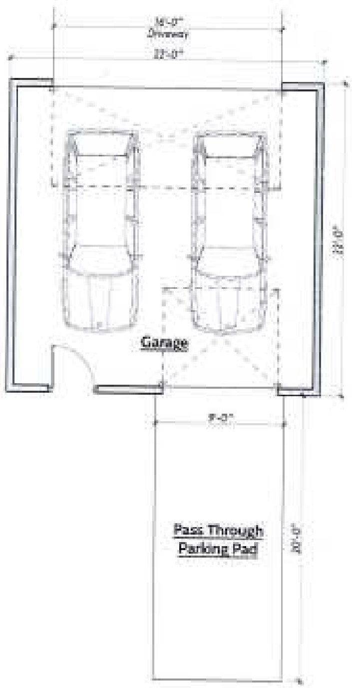
Site Plan

DI CECCO ARCHITECTURE INCORPORATED

Heritage Homes LLC
HERITAGE HOMES PROJECT
H Street & Palm Drive
City of Oxnard, California

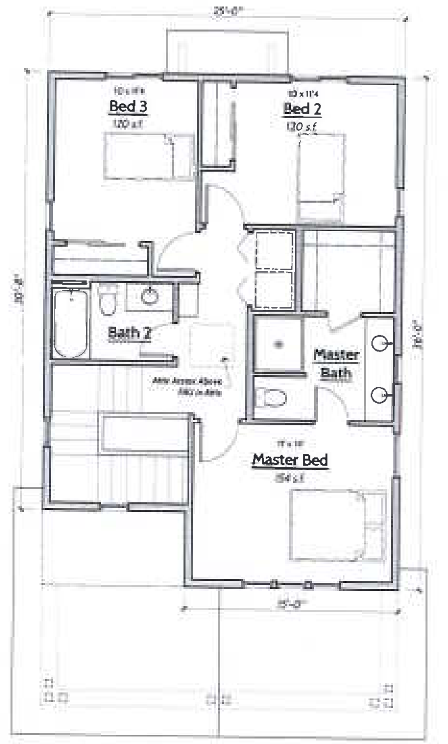
A.1

Site Plan



garage 484 s.f.

Garage Floor Plan
Scale 1/4" = 1'-0"



second floor 753 s.f.

Second Floor Plan
Scale 1/4" = 1'-0"

first floor 900 s.f.

First Floor Plan
Scale 1/4" = 1'-0"

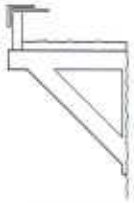
DICECCO
ARCHITECTURE
INCORPORATED

Heritage Homes LLC
HERITAGE HOMES PROJECT
H Street & Palm Drive
City of Oxnard, California

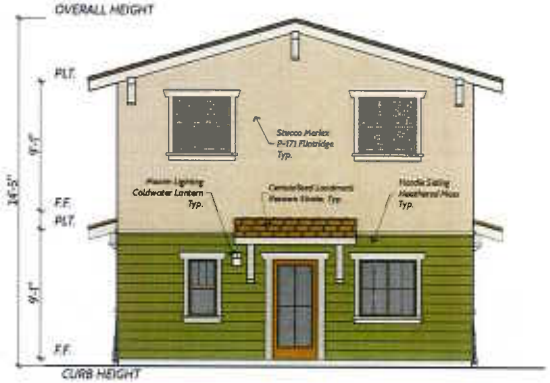
A.2

Floor Plans

Left Elevation A



Corbel Profile



Rear Elevation A

Right Elevation A

Front Elevation A

Note: All Materials to be as noted, or equal.
Refer to Sheet A.8 for Additional Material Information

DICECCO ARCHITECTURE INCORPORATED
881 PATRIOT DRIVE, SUITE E MOORPARK, CALIFORNIA 93021
805 532 2088 DICECCOARCH.COM

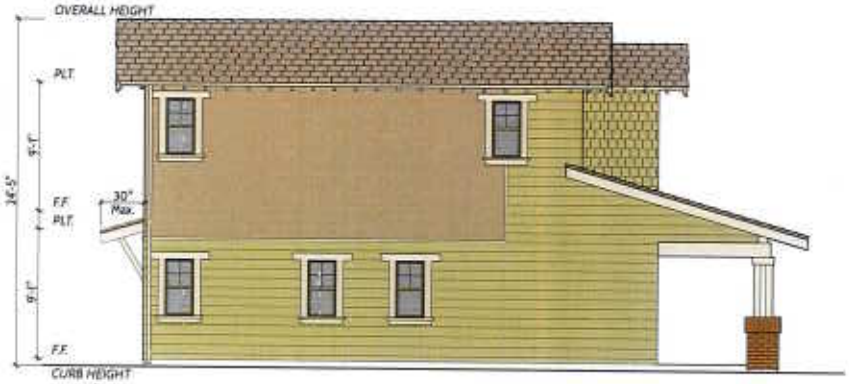
Heritage Homes LLC
HERITAGE HOMES PROJECT
H Street & Palm Drive
City of Oxnard, California

DICECCO ARCHITECTURE, INC.

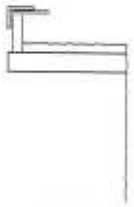
9/10/18
21104
NT

A.3

A Elevations



Left Elevation B



Corbel Profile

Rear Elevation B

Right Elevation B

Front Elevation B

Note: All Materials to be as noted, or equal.
Refer to Sheet A.8 for Additional Material Information

DICECCO ARCHITECTURE INCORPORATED
987 PATRIOT DRIVE, SUITE C MOORPARK, CALIFORNIA 93021
805 532 0088 DICECCOARCH.COM

Heritage Homes LLC
HERITAGE HOMES PROJECT
H Street & Palm Drive
City of Oxnard, California

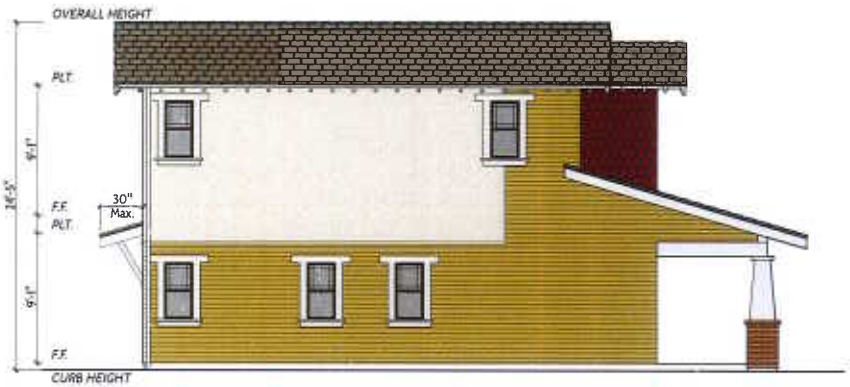
DICECCO ARCHITECTURE, INC.
DICECCO ARCHITECTURE, INC.

06/15/18	Initial Submittal

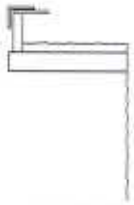
Initial Date	5/10/18
Job No.	21706
Drawn By	NY

A.4

3 Elevations



Left Elevation C
Scale: 1/4" = 1'-0"



Corbel Profile
Scale: 1" = 1'-0"

Rear Elevation C
Scale: 1/4" = 1'-0"

Right Elevation C
Scale: 1/4" = 1'-0"

Front Elevation C
Scale: 1/4" = 1'-0"

Note: All Materials to be as noted, or equal.
Refer to Sheet A.8 for Additional Material Information

DICECCO ARCHITECTURE INCORPORATED
863 PARROTT DRIVE, SUITE C, MOORPARK, CALIFORNIA 93021
805.553.0088 DICECCOARCH.COM

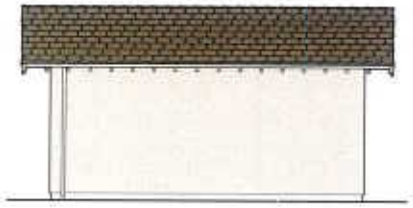
HERITAGE HOMES PROJECT
Heritage Homes LLC
H Street & Palm Drive
City of Oxnard, California

DICECCO ARCHITECTURE INC.

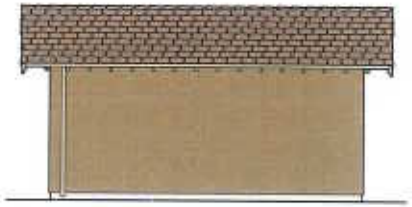
04/10/18

A.5

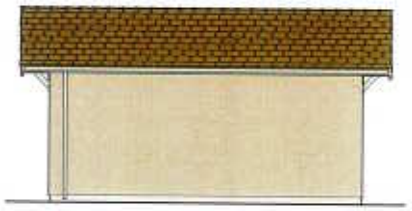
© Elevations



C - Garage Right



B - Garage Right

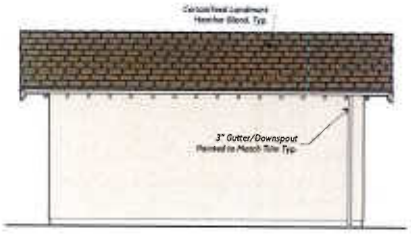


A - Garage Right

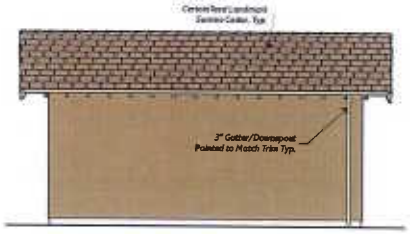
C - Garage Rear

B - Garage Rear

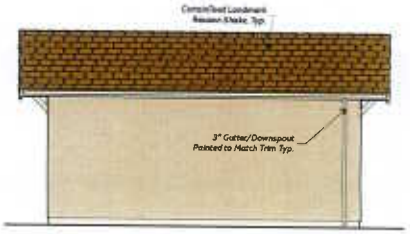
A - Garage Rear



C - Garage Left



B - Garage Left



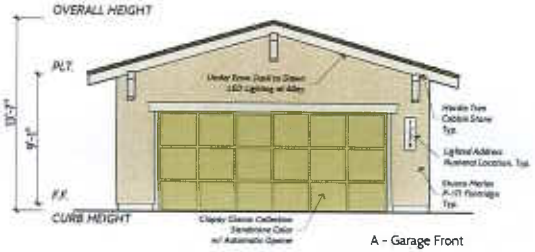
A - Garage Left

C - Garage Front

Garage C Elevations

B - Garage Front

Garage B Elevations



A - Garage Front

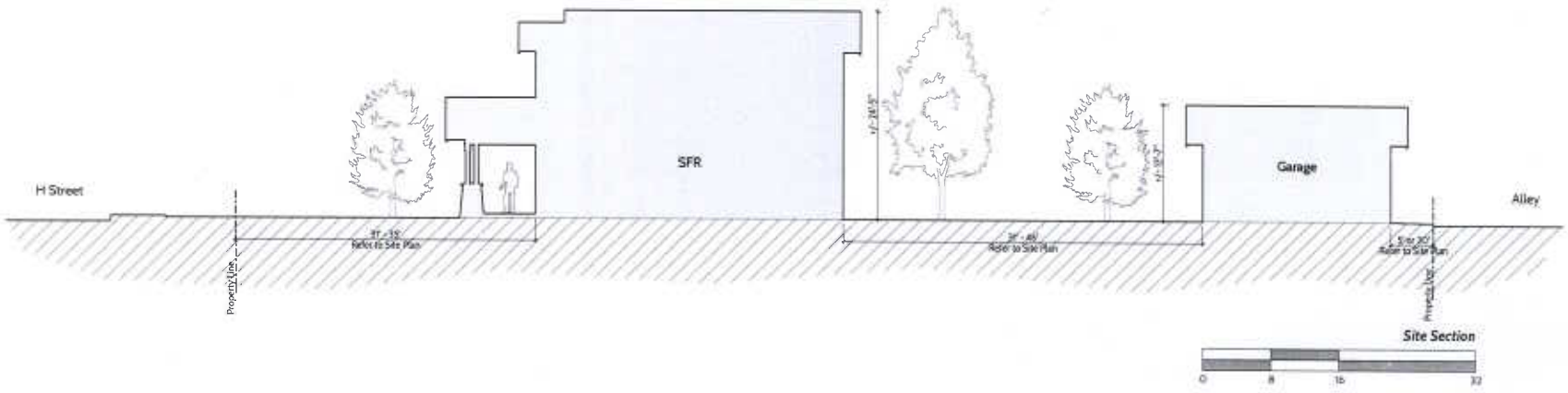
Garage A Elevations

Note: All Materials to be as noted, or equal.
Refer to Sheet A.8 for Additional Material Information

DICECCO ARCHITECTURE INCORPORATED
681 PARKER DRIVE, SUITE C, MOORPARK, CALIFORNIA 93021
805 553 0048 DICECCOARCH.COM

Heritage Homes LLC
HERITAGE HOMES PROJECT
H Street & Palm Drive
City of Oxnard, California

A.6



Heritage Homes LLC

HERITAGE HOMES PROJECT

H Street & Palm Drive
City of Oxnard, California

DICECCO ARCHITECTURE INCORPORATED

A.7

Site Section

Roofing

Trim

Windows

Siding 2

Doors

Siding 1

Garage Doors

Stucco

Maxim Lighting
Coldwater Wall Lantern

Stone

Elevation C

Roofing

Trim

Windows

Siding 2

Doors

Siding 1

Garage Doors

Stucco

Maxim Lighting
Inglenook Wall Sconce

Stone

Elevation B

Roofing

Trim

Windows

Accent Trim

Doors

Siding

Garage Doors

Stucco

Maxim Lighting
Coldwater Lantern

Stone

Elevation A

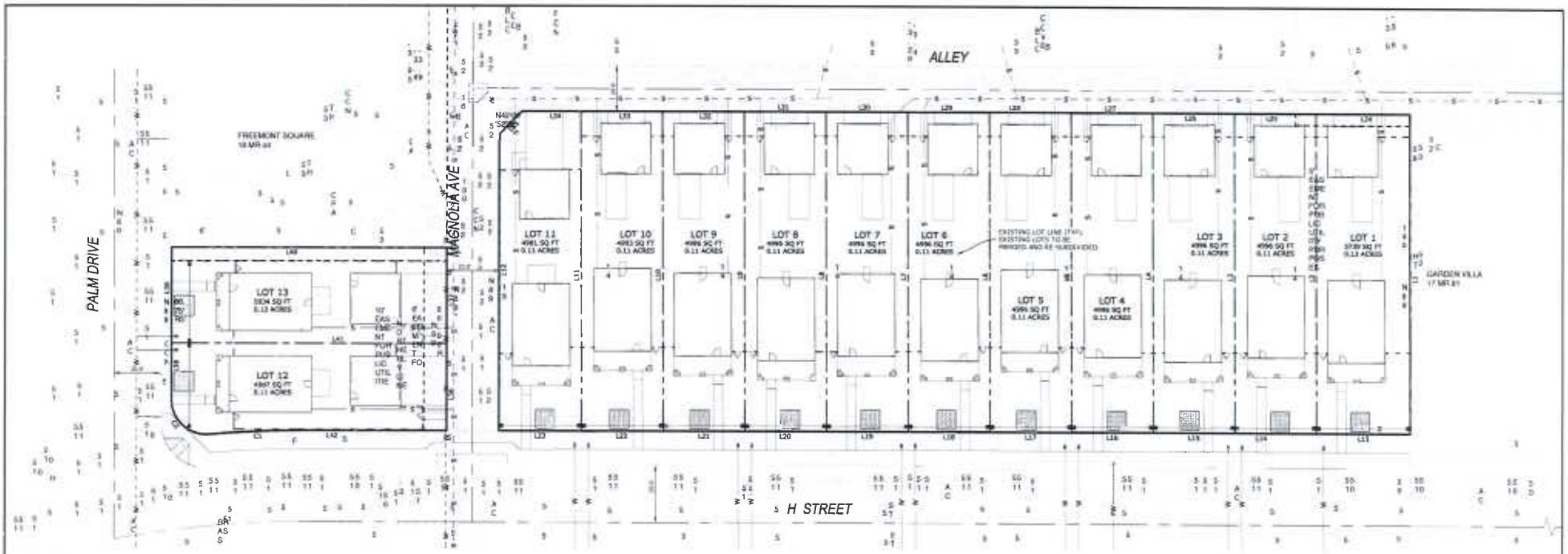
Note: All Materials to be as noted, or equal.

DICECCO ARCHITECTURE INCORPORATED

Heritage Homes LLC
HERITAGE HOMES PROJECT
H Street & Palm Drive
City of Oxnard, California

A.8

Material Board



LEGEND

- LOT LINE
- STREET CENTER LINE
- SEWER
- WATER
- FIRE WATER
- STORM DRAIN
- UNDERGROUND DRAINS, INFILTRATION TRENCH

UTILITIES

WATER	CITY OF OXNARD
SEWER	CITY OF OXNARD
STORM DRAIN	CITY OF OXNARD/VCWPD
ELECTRIC	SOUTHERN CALIFORNIA EDISON
GAS	THE SOUTHERN CALIFORNIA GAS COMPANY (SEMPRA ENERGY)
TELEPHONE	VERIZON

GENERAL

OWNER / DEVELOPER	HERITAGE HOMES, LLC 451 WEST FIFTH STREET OXNARD, CA 93030 ATTN: HEMAN CARILLO (805) 385-3347
ARCHITECT	DI CECCO ARCHITECTURE INCORPORATED 887 PATRIOT DRIVE, SUITE C MOORPARK, CALIFORNIA 93021 ATTN: MARK DI CECCO (805) 532-8088
CIVIL ENGINEER	ENCOMPASS CONSULTANT GROUP, INC. 333 N. LANTANA ST. SUITE 267 CAMARILLO, CA 93010 ATTN: TRISTAN C. SANTOS, RCE 75473 (805) 930-0499
GEOTECHNICAL ENGINEER	WORKMAN ENGINEERING & CONSULTING OLD HARBOR BOULEVARD - SUITE 116 VENTURA, CA 93001 ATTN: R. MARK WORKMAN JR, RCE 68557 (805) 302-0381

LOT/ZONING INFORMATION

ZONING	EXISTING:	SINGLE FAMILY RESIDENTIAL PLANNED DEVELOPMENT (PUD)
	PROPOSED:	SINGLE FAMILY RESIDENTIAL
AREA	GROSS AREA: 1.34 ACRES	
FLOOD ZONE	"AREA OF MINIMAL FLOOD HAZARD" (ZONE X - NO SCREEN)	
LOTS		

LOT AREA TABLE

LOT	ACRES	SQUARE FEET
1	0.112	4878.93
2	0.110	4800.84
3	0.110	4795.96
4	0.112	4880.88
5	0.110	4796.00
6	0.110	4796.01
7	0.110	4796.01
8	0.110	4796.01
9	0.110	4796.01
10	0.110	4802.98
11	0.114	4981.14
12	0.115	4997.31
13	0.126	5503.96

PREPARER'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

TRISTAN C. SANTOS, RCE 75473 DATE: 07/18/2018

LINE TABLE

LINE	LENGTH	DIRECTION
L1	146.00	N89° 47' 28"E
L2	146.00	N89° 47' 28"E
L3	146.00	N89° 47' 28"E
L4	146.00	N89° 47' 28"E
L5	146.00	N89° 47' 28"E
L6	146.00	N89° 47' 28"E
L7	146.00	N89° 47' 28"E
L8	146.00	N89° 47' 28"E
L9	146.00	N89° 47' 28"E
L10	146.00	N89° 47' 28"E
L11	146.00	N89° 47' 28"E
L12	130.00	N89° 58' 49"E
L13	46.98	N0° 01' 30"W
L14	35.67	N0° 01' 30"W
L15	35.67	N0° 01' 30"W
L16	35.67	N0° 01' 30"W
L17	35.67	N0° 01' 30"W
L18	35.67	N0° 01' 30"W
L19	35.67	N0° 01' 30"W
L20	35.67	N0° 01' 30"W

LINE TABLE

LINE	LENGTH	DIRECTION
L21	35.67	N0° 01' 30"W
L22	35.65	N0° 01' 30"W
L23	35.17	N0° 01' 30"W
L24	40.98	N0° 01' 30"W
L25	35.67	N0° 01' 30"W
L26	35.67	N0° 01' 30"W
L27	35.67	N0° 01' 30"W
L28	35.67	N0° 01' 30"W
L29	35.67	N0° 01' 30"W
L30	35.67	N0° 01' 30"W
L31	35.67	N0° 01' 30"W
L32	35.67	N0° 01' 30"W
L33	35.65	N0° 01' 30"W
L34	35.67	N0° 01' 30"W
L35	14.14	N45° 00' 00"W
L36	38.20	N89° 30' 40"E
L37	41.94	N89° 30' 40"E
L38	24.95	N89° 30' 30"W
L39	41.94	N89° 30' 30"W
L40	120.02	N0° 00' 01"E

LINE TABLE

LINE	LENGTH	DIRECTION
L41	120.02	N0° 00' 01"E
L42	84.02	N0° 00' 01"E

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C1	4°34'45"	400.00	31.77
C2	84°14'55"	15.00	24.84

VICINITY MAP

SCALE: NOT TO SCALE

LEGAL DESCRIPTION

APN / PARCEL IDES: 202-0-030-013 THROUGH 045 AND 202-0-030-115

PARCEL 1:

LOTS 1 THROUGH 8, INCLUSIVE OF TRACT NO. 5009, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 120, PAGES 61 THROUGH 64 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT FROM LOT 8 ALL MINERALS AND OIL, GAS, ASPHALTUM AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND, BUT SAID EXCEPTION SHALL BE WITHOUT THE RIGHT TO ENTER UPON SAID LAND OR USE THE SURFACE FOR ANY PURPOSE, AS RESERVED BY BARRY P. SERRAS AND DALLEY SERRAS, IN DEED RECORDED OCTOBER 19, 1961, BOOK 2411, PAGE 365 OF OFFICIAL RECORDS.

PARCEL 2:

PARCEL C, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS SHOWN ON THAT CERTAIN MAP FILED IN BOOK 21, PAGE 4 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM A PORTION OF PARCEL C ALL MINERALS AND ALL OILS, GAS, ASPHALTUM AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND, BUT SAID EXCEPTION SHALL BE WITHOUT THE RIGHT TO ENTER UPON SAID LAND OR USE THE SURFACE FOR ANY PURPOSE, AS EXCEPTED BY THERESA C. HESS, IN DEED RECORDED JULY 21, 1961, BOOK 2361, PAGE 135 OF OFFICIAL RECORDS.

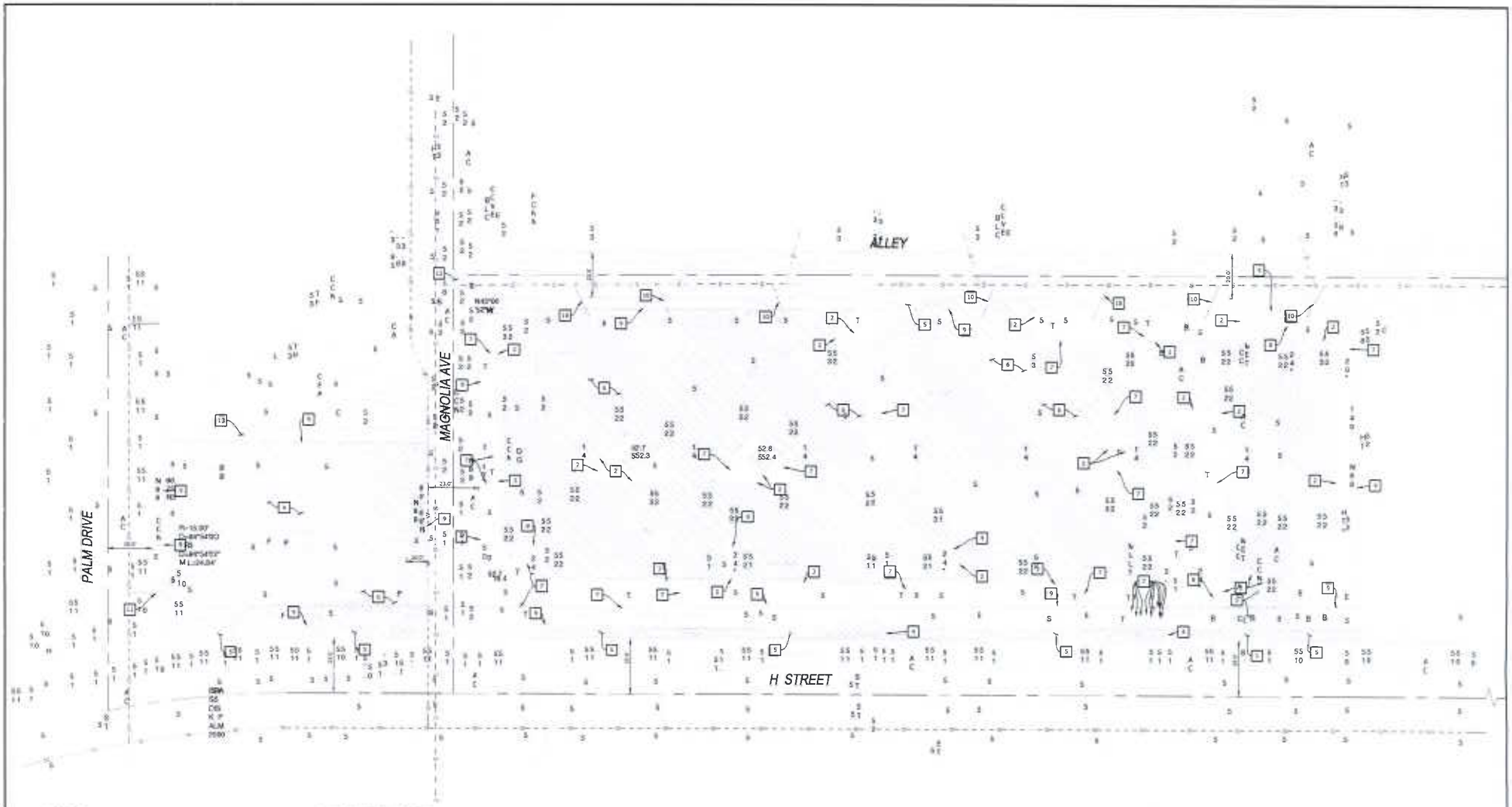
REVISIONS

NUMBER	DATE	DESCRIPTION	BY

ECG

HERITAGE HOMES PROJECT
TENTATIVE TRACT MAP NO. 5009
CITY OF OXNARD, CA

SHEET NO. 1 OF 1



LEGEND

- PAVEMENT REMOVAL
- PROPERTY LINE
- PROPOSED SAWCUT LINE
- EXISTING SANITARY SEWER
- EXISTING DOMESTIC WATER

DEMOLITION NOTES

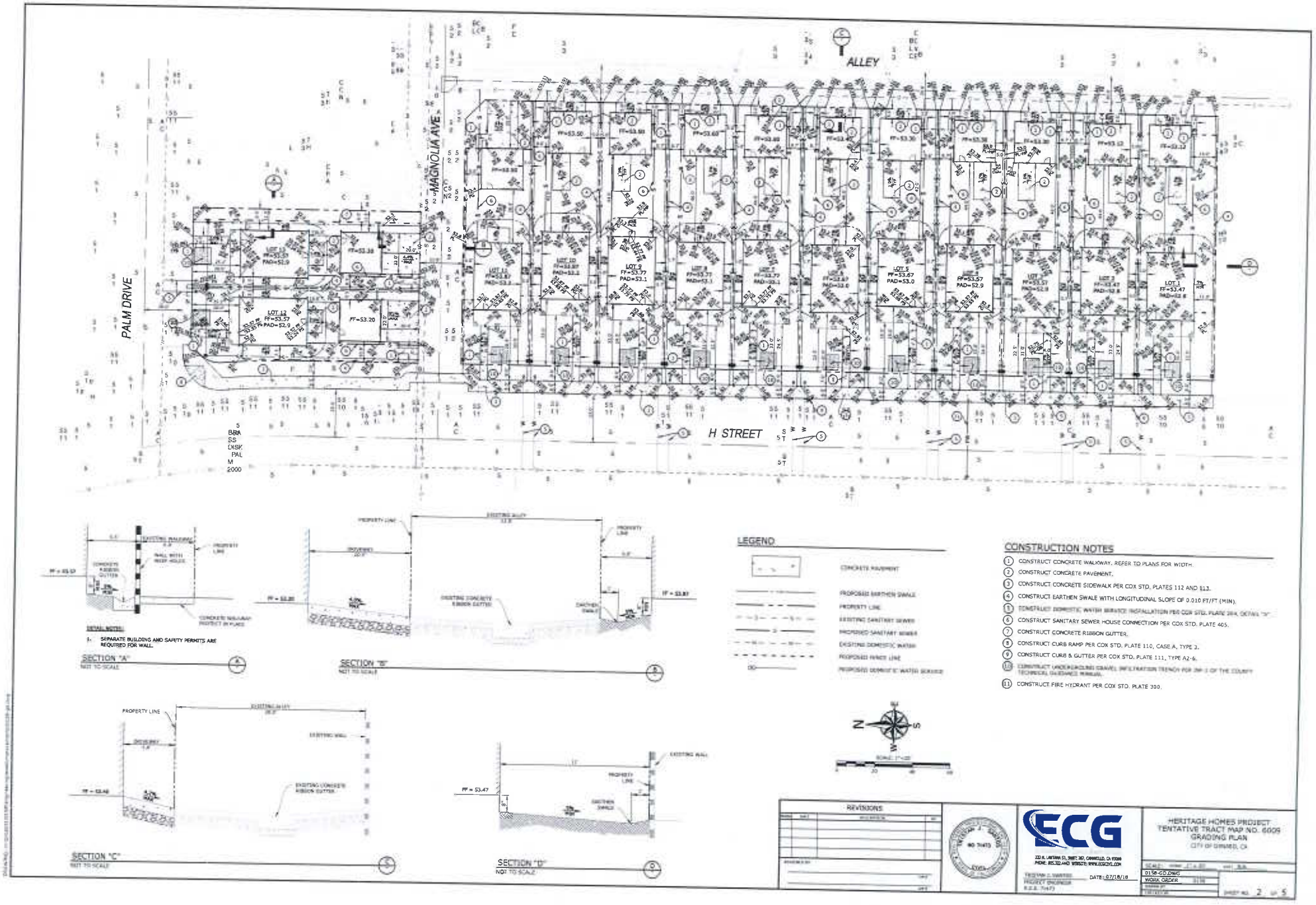
1. EXISTING DRIVEWAY TO BE REMOVED.
2. EXISTING CURB TO BE REMOVED.
3. EXISTING CURB AND GUTTER TO BE REMOVED.
4. EXISTING PARKWAY DRAIN TO BE REMOVED.
5. EXISTING CONCRETE TO BE REMOVED.
6. EXISTING ASPHALT CONCRETE TO BE REMOVED.
7. EXISTING TREE TO BE REMOVED.
8. EXISTING LIGHT POLE AND BASE TO BE REMOVED.
9. EXISTING FENCE TO BE REMOVED.
10. EXISTING SEWER LATERAL TO BE REMOVED.
11. EXISTING FIRE HYDRANT TO BE PROTECTED IN PLACE.
12. EXISTING ASPHALT CONCRETE AND GUTTER TO BE REMOVED.
13. EXISTING CONCRETE WALKWAY TO BE PROTECTED IN PLACE.

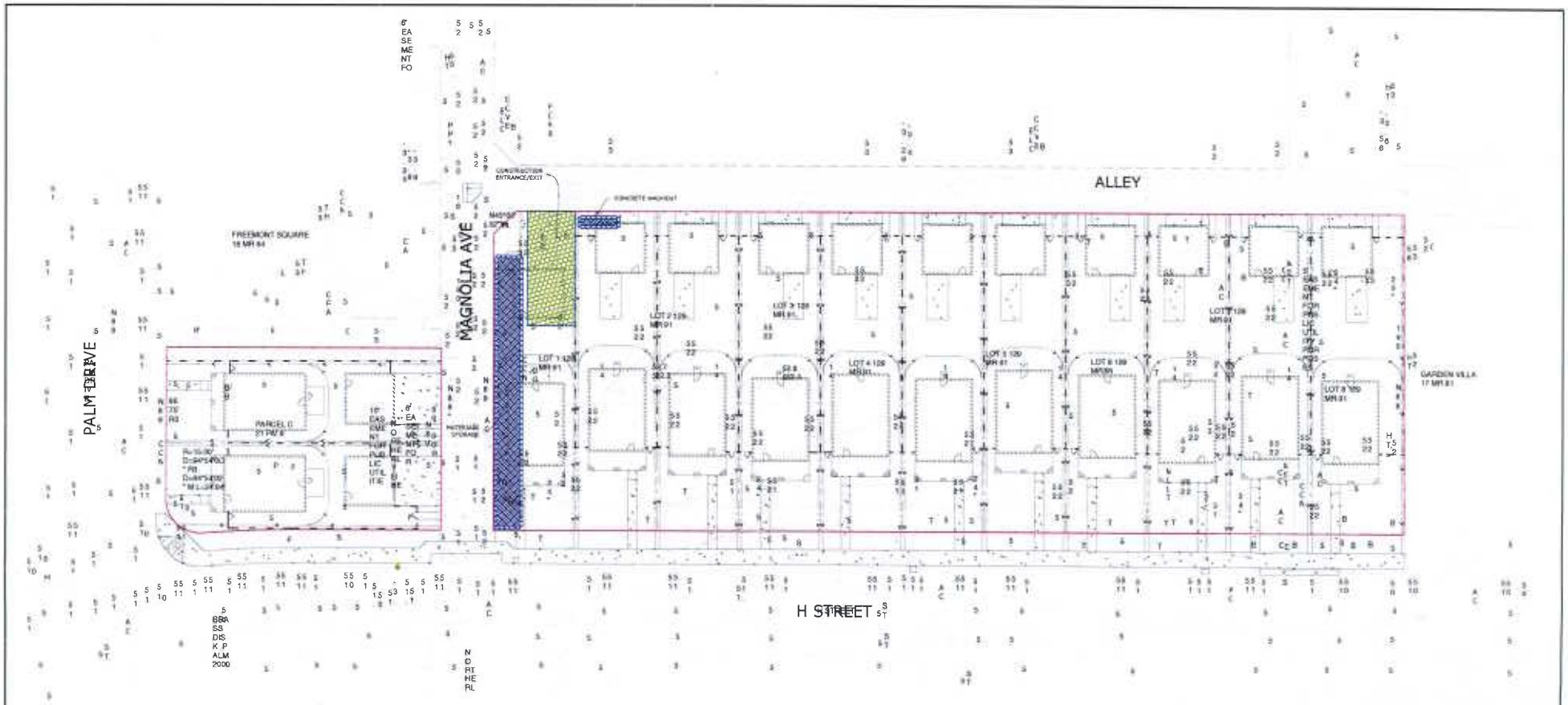
REVISIONS

ECG

HERITAGE HOMES PROJECT
TENTATIVE TRACT MAP NO. 6009
DEMOLITION PLAN
CITY OF ONTARIO, CA

SHEET NO. 1 of 5


ALLEY
MAGNOLIA AVE
PALM DRIVE
H STREET
LOT 12 FF=53.57 PAD=52.9
FF=53.20
LOT 10 FF=53.80 PAD=53.2
LOT 9 FF=53.77 PAD=53.1
LOT 8 FF=53.77 PAD=53.1
LOT 6 FF=53.67 PAD=53.0
LOT 5 FF=53.67 PAD=52.9
LOT 1 FF=53.47 PAD=52.8
DETAIL NOTES:
1. SEPARATE BUILDING AND SAFETY PERMITS ARE REQUIRED FOR WALL.
SECTION "A"
NOT TO SCALE
SECTION "B"
NOT TO SCALE
SECTION "C"
NOT TO SCALE
SECTION "D"
NOT TO SCALE
LEGEND
CONCRETE PAVEMENT
PROPOSED EARTHEN SWALE
PROPERTY LINE
EXISTING SANITARY SEWER
PROPOSED SANITARY SEWER
EXISTING DOMESTIC WATER
PROPOSED FENCE LINE
PROPOSED DOMESTIC WATER SERVICE
CONSTRUCTION NOTES
1 CONSTRUCT CONCRETE WALKWAY. REFER TO PLANS FOR WIDTH.
2 CONSTRUCT CONCRETE PAVEMENT.
3 CONSTRUCT CONCRETE SIDEWALK PER COX STD. PLATES 112 AND 113.
4 CONSTRUCT EARTHEN SWALE WITH LONGITUDINAL SLOPE OF 0.010 FT/FT (MIN).
5 CONSTRUCT DOMESTIC WATER SERVICE INSTALLATION PER COX STD. PLATE 204, DETAIL "D".
6 CONSTRUCT SANITARY SEWER HOUSE CONNECTION PER COX STD. PLATE 405.
7 CONSTRUCT CONCRETE RIBBON GUTTER.
8 CONSTRUCT CURB RAMP PER COX STD. PLATE 110, CASE A, TYPE 3.
9 CONSTRUCT CURB & GUTTER PER COX STD. PLATE 111, TYPE A2-6.
10 CONSTRUCT UNDERGROUND GRAVEL INFILTRATION TRENCH PER DM-1 OF THE COUNTY TECHNICAL GUIDANCE MANUAL.
11 CONSTRUCT FIRE HYDRANT PER COX STD. PLATE 300.
REVISIONS
ECG
HERITAGE HOMES PROJECT
TENTATIVE TRACT MAP NO. 6009
GRADING PLAN
CITY OF GRANDE, CA
DATE: 07/18/18
0158-GD.DWG
WORK ORDER
SHEET NO. 2 OF 5



BEST MANAGEMENT PRACTICES (BMP'S) GENERAL NOTES

1. BMP'S REFERENCED HAS FROM THE CALIFORNIA STORM WATER BEST MANAGEMENT PRACTICE HANDBOOKS (CONSTRUCTION), JANUARY 2015.
2. CONTRACTOR TO IMPLEMENT STREET SWEEPING AND VACUUMING, BMP SE-7, TO THE SATISFACTION OF THE RESIDENT INSPECTOR AS CONDITIONS WARRANT.
3. CONTRACTOR TO IMPLEMENT WIND EROSION CONTROL, BMP WE-1, TO PREVENT OR ALLEVIATE DUST NUISANCE GENERATED DURING CONSTRUCTION ACTIVITIES.
4. BMPS NOT INDICATED ON THIS PLAN MAY BE IMPLEMENTED AS DEEMED NECESSARY BY THE RESIDENT INSPECTOR.
5. THE LOCATION AND DESIGN OF ALL EROSION CONTROL MEASURES SHOWN ON THESE PLANS ARE TENTATIVE ONLY AND SUBJECT TO REVISIONS AS DETERMINED BY THE RESIDENT INSPECTOR OR THE CITY ENGINEER. ACTUAL EROSION CONTROL SHALL BE INSTALLED TO THE SATISFACTION OF THE RESIDENT INSPECTOR AS CONDITIONS WARRANT. SILT, DEBRIS AND MUD SHALL BE PROMPTLY REMOVED FROM ALL EROSION CONTROL STRUCTURES AFTER EACH RAIN TO THE SATISFACTION OF THE RESIDENT INSPECTOR. THE CITY MAY CONDUCT REGULAR SITE INSPECTIONS TO ASSESS CHANGING CONDITIONS AND DETERMINE THE NECESSITY OF ADDITIONAL EROSION CONTROL MEASURES.

LEGEND

- INDICATES CONSTRUCTION ENTRANCE TO BE PROTECTED PER BMPS TC-1 AND TC-3.
- INDICATES AREA ON SITE TO BE USED FOR MATERIALS STORAGE AND WASHOUT AREA PER BMPS WM-1, WM-3, WM-4, WM-8, WD-6, AND WD-9.
- INDICATES SILT FENCE PROTECTION PER BMP SE-1.
- INDICATES GRAVEL BAG PROTECTION PER BMP SE-6.
- INDICATES INLET PROTECTION PER BMP SE-10 AND THE GATCH BASKETBAGS PROTECTION.

811 Know what's below. Call before you dig.

CALL TOLL FREE 811 AT LEAST TWO DAYS BEFORE YOU DIG

REVISIONS

TRISTAN J. SANTOS
PROJECT ENGINEER
R.C.E. 71476
DATE: 07/18/18
12/31/19

ECG

HERITAGE HOMES PROJECT
TENTATIVE TRACT MAP NO. 6009
EROSION CONTROL PLAN
CITY OF CORONA, CA

0158-EOP.DWG
WORK ORDER
DRAWN BY
CHECKED BY

SHEET NO. 3 OF 5

ATTACHMENT D

ECONOMIC ANALYSIS BY ILLUMINAS DATED NOVEMBER 9, 2018

illuminas Consulting
STRATEGY | REAL ESTATE | URBAN ECONOMICS

Memorandum

To: Juan Martinez, City of Oxnard

From: Michael Wright

Date: November 9, 2018

Subject: Review of Developer Pro formas for Density Bonus Application – Heritage Homes Project

Proposed Project

Heritage Homes, LLC (the Developer) is seeking a density bonus for the project described as Heritage Homes. The project will be located on the Southeast corner of North H Street and Palm Drive. The development will comply with the State of California's Government Senate Bill 2222 by providing 30% of the single family homes to low income families earning up to 80% of the AMI adjusted for family size, pursuant to Section 50052.5(b)(3)of the California Health and Safety Code.

Using the above referenced density bonus legislation; a total of 13 single family units will be developed. Ten of the homes will be market rate while the remaining three will be restricted fora 55 year period to low income families. The homes will all feature three bedrooms and two and a half bathrooms. The approximate square feet per home is 1,598 square feet.

Under the existing R1 zoning, the developer can build a total of 10.81 units. If 10 percent of units are reserved for low-income families (defined as families earning up to 80 percent of the area median income), the developer is allowed a 20 percent density bonus. This allows a rounded total of 13 units.

Requested Concession

The property is currently zoned R1-PD. R1 requires a minimum lot area of 6,000 square feet, a lot frontage of 50 feet and a lot width of 75 feet. The developer is requesting the following three concessions:

- Lot Area - they are proposing an average lot are of 5,030 square feet

- Lot Frontage and width - they are proposing an average lot frontage and width of 36 feet, 2.5 inches.

Since the developer is requesting three concessions, they must provide either 15 percent of total units to very-low income families or 30 percent of units to low-income families. The developer is proposing to set aside 30 percent of units to low-income families or three units.

At the request of the City of Oxnard's Planning Department, Illuminas Consulting has reviewed pro formas submitted by the developer in order to assess whether the concessions are required in order for the project to provide a set aside number of affordable units. State law requires that the City grant the requested concessions unless the concession is not required in order for the project to provide for affordable housing units.

Review of Submitted Financial Information

In their letter requesting a density bonus concession, the developer requested a density bonus that would allow the building of a 13 unit project (10 market rate units and with three affordable units) rather than the 9 unit project that would otherwise be developed if the requested concessions for lot area and scale were not granted.

In support of their request, the developer submitted two project pro formas for review – one for a 9 unit project that represents a development that adheres to the City's zoning regulations and a pro forma for the preferred alternative that allows for the development of 13 units on site.

The materials presented indicate anticipated sales prices for the units (including the affordable units) as well as costs associated with development and sales. The developer's information presents net project costs and profit margins by unit plan. We have taken this information and recast it into a more conventional pro forma format that allows for better comparison with current market metrics.

Copies of the pro formas are attached to the end of this memorandum. A pro forma is a project's cash flow projection and resulting investment returns. Given the building, revenue and development cost assumptions made, the pro forma results are used to determine if a project meets the builder's investment return objectives. In the case of this review, we are looking to assess if the investment returns meet the investment expectations that are present in the current southern California market. In other words, would the project be economically feasible without concessions from the City.

For this review, Illuminas has looked at the following items in the developer's submitted pro formas:

- Construction costs (direct and indirect)
- Market sales price assumptions
- Developer's profit margin on costs

Construction Costs

The project will consist of 13 three bedroom, 2.5 bath units. Three of the units in the density bonus scenario will be set aside as affordable. Units will 1,562 square feet with a detached two-car garage measuring 400 square feet.

The developer's financial worksheets indicate land acquisition costs of $21 per square foot and site improvement costs of $2 per square foot. Direct costs for vertical construction are $142 per square foot of building area. [1] Indirect costs are $83 per square foot of building area. [2]

These costs are compared to with two recent development projects located in Oxnard. Direct and indirect building costs for the Heritage Homes project are within a reasonable range of both comparable projects.

Development Cost Comparison

ID	Type	Year	Land Costs		Building Costs			Building Value
			Purchase	*Site Improve*	*Direct*	*Indirect*	*Total*	
Heritage Homes	SFD Density Bonus Scenario	2018	$21 PSF	$2 PSF	$142 PSF	$72 PSF	$214 PSF	$355 PSF
Comp	Multi-Story Apartment	2016	$33 PSF	$2 PSF	$147 PSF	$85 PSF	$232 PSF	$277 PSF
Comp	2-Story Condo	2017	$29 PSF	$7 PSF	$110 PSF	$28 PSF	$138 PSF	$269 PSF

Unit Sales Prices

The developer has estimated the price for its market rate units at $365 per square foot for three – bedroom units. This appears to be reasonable pricing for new product in the Oxnard marketplace. Looking at sales of single family homes on small lots built since 1995 and sold within the past two years reveals that all units located in the city have averaged $296 per square foot with newer units averaging $317 per square foot[3].

[1] Direct costs generally include the cost to build the basic building structure including parking.
[2] Indirect costs include those costs identified as indirect in the developer's proforma as well as capitalized construction interest and taxes paid during construction, marketing expenses and warranty costs.
[3] Source; Redfin.com

Developer's Profit Margin on Sales

The attached pro fomas illustrate two development scenarios:

- Exhibit 1 – 9 market rate units
- Exhibit 2 – 10 market rate units and three affordable units.

The first exhibit represents the development of the site with fewer units (9 total). This assumes that the project is built without the density bonus or the requested concessions.

As previously indicated, illuminas has taken the cost and sales information from developer and put it into our own industry-standard static pro forma in order to better compare the two scenarios.

Exhibit 1 indicates that given the cost and sales data presented by the developer, a project of only 9 market rate units would return a below market profit to the developer, as the investment return is a mere 4.6 percent on costs. Developers of for-sale housing typically seek returns of 15 to 20 percent to compensate for cost and timing risks. In the coastal areas of California, due to high land and entitlement expenses, the 20 percent target has become increasingly difficult to achieve for single-use projects. Currently returns of 10 to 12 percent are not unusual.

Exhibit 2 illustrates the project economics when the development is at 13 units including three affordable units. This scenario assumes a density bonus as well as the requested concessions for lot area, size and width. At this scale, the project will generate a profit for the developer of 11.3 percent which is on the low end of an acceptable investment threshold, but still feasible.

Conclusion

Our review of the Heritage House financial information indicates the following:

- Projected unit sales prices appear to be reasonable.
- Development costs projected for site improvement appear to be reasonable.
- The pro forma information supplied by the developer applicant does in fact accurately illustrate that the project is not feasible at 9 units.

Exhibit 1
Heritage Homes
Pro Forma Assessment - No Density Bonus

Net Sales	Avg Per Unit	Units		Total Sales Value
Residential Sales				
Market Rate Units	$570,010 per unit	9 units	$	5,130,090
BMR Units	$0 per unit	n.a.	$	-
Total		9 units	$	5,130,090
Total SF		14,058 sf		
Total Gross Revenue	**$365 PSF**	**14,058 sf**	**$**	**5,130,090**
Sales Commissions	*5.0% gross sales*		$	(256,500)
Total Net Proceeds			$	4,873,590

Development Costs	Rate or Size	Per Unit		Total
Vertical Construction				
Direct Costs - Bldg		$125 PSF	$	1,757,250
Direct Costs - Parking	*1 garage per unit @ 400 sf*	$65 PSF	$	234,000
Indirect Costs		$40 PSF	$	706,320
G&A / Closing Costs	*2.0% gross sales*		$	102,600
Marketing	*1.0% gross sales*		$	51,300
Finance / Taxes	*2.6% gross sales*		$	133,360
Warranty	*1.1% gross sales*		$	54,000
Total Project Cost (not including land)			$	3,038,830
Land Purchase				
Acquisition Cost		$21 PSF of Site Area	$	1,375,010
Site Improvements	Pad Size = 12,500 sf	$2.00 PSF	$	225,000
			$	1,600,010
TOTAL COSTS			**$**	**4,638,840**

Investment Returns		
Pre-tax Profit	$	234,750
Profit Margin		4.6%

Source for project data: *Heritage Homes, LLC*

Exhibit 2
Heritage Homes
Pro Forma Assessment - Density Bonus

Net Sales	Avg Per Unit	Units		Total Sales Value
Residential Sales				
Market Rate Units	$570,010 per unit	10 units	$	5,700,100
BMR Units	$504,990 per unit	3 units	$	1,514,970
Total		13 units	$	7,215,070
Total SF		20,306 sf		
Total Gross Revenue	**$355 PSF**	**20,306 sf**	**$**	**7,215,070**
Sales Commissions	*5.0% gross sales*		$	(360,750)
Total Net Proceeds			$	6,854,320

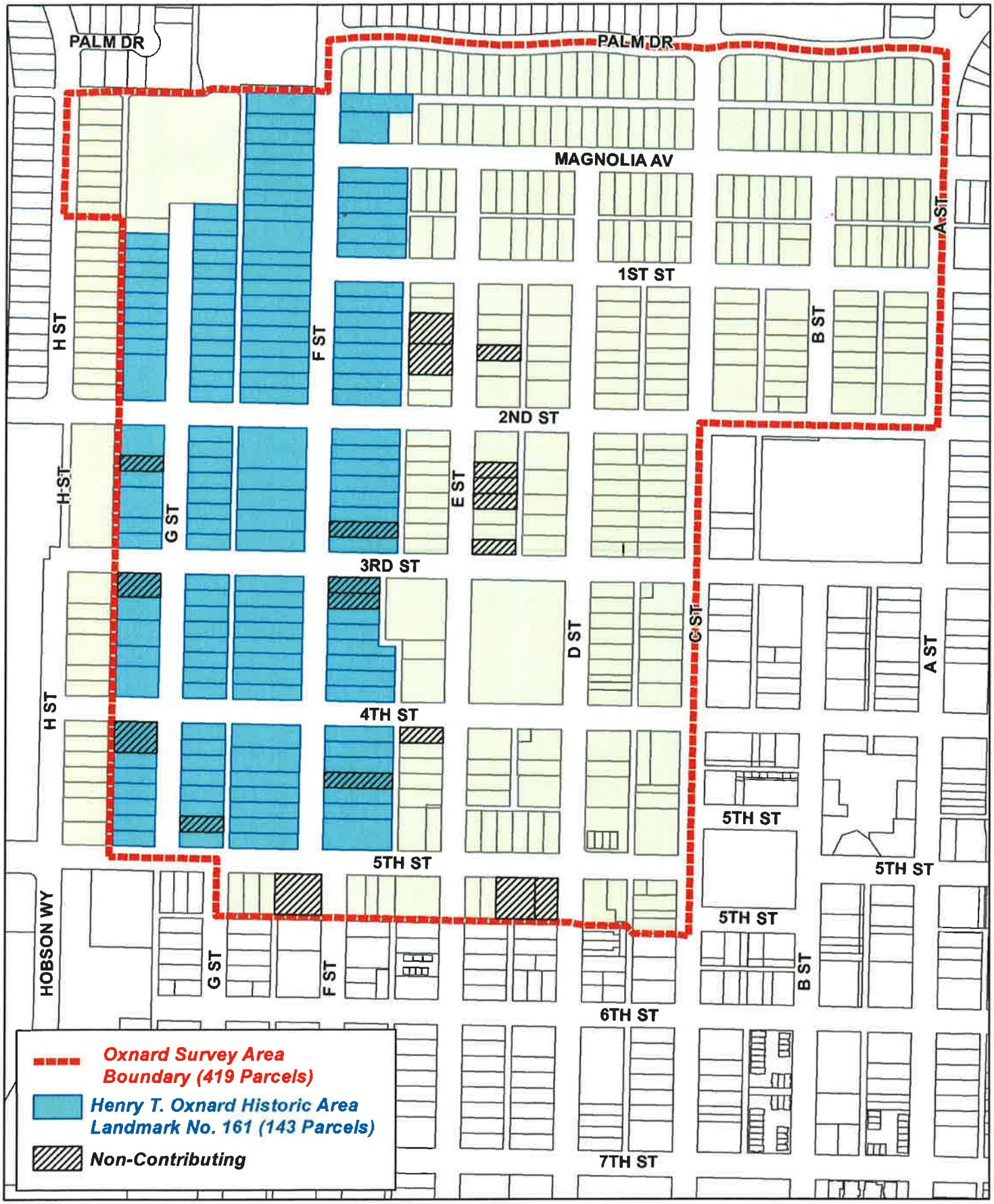
Development Costs	Rate or Size	Per Unit		Total
Vertical Construction				
Direct Costs - Bldg		$125 PSF	$	2,538,250
Direct Costs - Parking	*1 garage per unit @ 400 sf*	$65 PSF	$	338,000
Indirect Costs		$40 PSF	$	1,020,240
G&A / Closing Costs	*2.0% gross sales*		$	144,300
Marketing	*1.0% gross sales*		$	72,150
Finance / Taxes	*2.1% gross sales*		$	148,028
Warranty	*1.1% gross sales*		$	78,000
Total Project Cost (not including land)			$	4,338,968
Land Purchase				
Acquisition Cost		$21 PSF of Site Area	$	1,375,010
Site Improvements	Pad Size = 12,500 sf	$2.00 PSF	$	325,000
			$	1,700,010
TOTAL COSTS			**$**	**6,038,978**

Investment Returns		
Pre-tax Profit	$	815,342
Profit Margin		11.3%

Source for project data: *Heritage Homes, LLC*

ATTACHMENT
E

OXNARD HISTORIC SURVEY AREA MAP



Ventura County
Resource Management Agency
Information Systems Department
Map created on 05/06/2013

Oxnard Historic Survey Area

0 150 300 600 Feet

Disclaimer: this map was created by the Ventura County Resource Management Agency, Mapping Services - GIS, which is designed and operated solely for the convenience of the County and related public agencies. The County does not warrant the accuracy of this map and no decision involving a risk of economic loss or physical injury should be made in reliance therein

ATTACHMENT
F
RESOLUTION
PZ 18-500-01
(SPECIAL USE PERMIT FOR A PLANNED DEVELOPMENT)

RESOLUTION NO. 2018-____

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 18-500-01 (SPECIAL USE PERMIT FOR A PLANNED DEVELOPMENT PERMIT) TO CONSTRUCT THIRTEEN DETACHED SINGLE FAMILY DWELLING UNITS ON THIRTEEN INDIVIDUAL LOTS LOCATED AT 130 TO 184 NORTH H STREET AND 838 PALM DRIVE, WITHIN THE WILSON NEIGHBORHOOD. FILED BY DESIGNATED AGENT HENRY CASILLAS, ON BEHALF OF HERITAGE HOMES, LLC 451 WEST FIFTH STREET, OXNARD, CALIFORNIA 93030.

WHEREAS, on March 20, 2018, designated agent Henry Casillas on behalf of Heritage Homes, LLC, (the **"Applicant"** and/or **"Permittee"**) submitted a request for a special use permit for a Planned Development Permit, pursuant to Oxnard City Code Section 16-270, to allow the construction of thirteen detached single family dwelling units on thirteen individual lots, addressed as 130 to 184 North H Street; and 838 Palm Drive 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. 18-500-01 (Special Use Permit for a Planned Development Permit) to allow the construction of thirteen detached single family dwelling units on thirteen individual lots, addressed as 130 to 184 North H Street; and 838 Palm Drive (the **"Project"**) in accordance with Sections 16-530 through 16-553 of Oxnard City Code; and

WHEREAS, the Planning 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 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 in in conformance with the City of Oxnard 2030 General Plan and the elements thereof and other adopted standards.**

The proposed Project is consistent with the 2030 General Plan since the proposed development is consistent with the site's land use designation of Residential Low Single Family Planned Development (R1-PD) zone and development policies of the 2030 General Plan. The proposed Project is an allowed use within the zoning district with approval of a Special Use Permit (SUP).

(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.**

The proposed use is consistent with uses considered and permitted by the Single Family Planned Development (R1-PD) zone. Construction activities, anticipated uses, and development design will be subject to standard construction requirements of the Building, Fire, and Traffic Codes. Therefore, the proposed use and improvements are not expected to have adverse effects or be materially detrimental the adjacent uses, buildings or structures or to the public health, safety or general welfare.

(3) **The site for the proposed use is adequate in size and shape to accommodate the setbacks, parking, landscaping, and other City standards except as may be specifically excepted by the special findings and conditions of this Resolution.**

The Project is consistent with most, but not all, of the applicable development standards. For those standards to which the project does not conform, the Applicant requests three concession pursuant to Government Code Section 65915(d): 1) a reduction in lot frontage required by OCC Section No. 16-27; 2) a reduction in minimum lot width required by OCC Section No. 16-28; and a 3) Reduction of rear yard setback required by OCC Section No. 16-33. Under the provisions of the Planned Development Additive Zone (OCC Section 16-270 et seq.), all requirements of the basic zone apply to the P-D zone, but the requirements may be modified up to 25% of numeric standards of the basic zone by conditions imposed on the Project through a special use permit. The Project is requesting to reduce the lot area to support construction of the project. Adequate site design is still secured through this reduction and is in conformance with the PD provisions of the OCC.

Additionally, the project has been reviewed by the Development Advisory Committee and was determined that it would have no significant impact on the public health, safety, or welfare and the project plans have been reviewed by all applicable departments and outside agencies, which include the Oxnard Police and Fire Departments.

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

The project site will be served by the existing public alley as described in Section 6 of the Planning Commission Staff Report. As described, the site has sufficient access to streets and highways that are adequate in width.

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

The Project is considered infill development that has been found to be consistent with anticipated development for this site. Furthermore, the Project will be served by existing water mains along H Street and the alley to the east. Sewer connections serving the parcels will be through the southerly alley. 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 Section 15332 (Class 32) and 15061 of the State California Environmental Quality Act (CEQA) Guidelines, projects involving "in-fill development" may be found to be exempt from the requirements of the CEQA. In addition, pursuant to Section 15061, projects involving and instances where activity is covered by the general rule that CEQA only applies to projects which have the potential for causing a significant effect on the environment may be found to be exempt from the requirements of the CEQA. The Planning Manager 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 18-500-01 (Special Use Permit for a Planned Development Permit), subject to the attached conditions of approval.

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

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

[CONDITIONS OF APPROVAL ON FOLLOWING PAGE]

STANDARD CONDITIONS OF APPROVAL

Note: The abbreviations below identify the City department or division responsible for determining compliance with these standard conditions. The first department or division listed has responsibility for compliance at plan check, the second during inspection and the third at final inspection, prior to issuance of a certificate of occupancy, or at a later date, as specified in the condition. If more than one department or division is listed, the first will check the plans or inspect the

project before the second confirms compliance with the condition. The italicized code at the end of each condition provides internal information on the source of each condition: Some are standard permit conditions (e.g. *G-1*) while some are taken from environmental documents (e.g. *MND-S2*).

DEPARTMENTS AND DIVISIONS			
CA	City Attorney	PL	Planning 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 December 20, 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*)

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. Any covenants, conditions, and restrictions (CC&Rs) applicable to the project property shall be consistent with the terms of this permit and the City Code. If there is a conflict between the CC&Rs and the City Code or this permit, the City Code or this permit shall prevail. (CA, *G-7*)

8. 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*)

9. 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*)

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*).

LANDSCAPE STANDARD CONDITIONS

15. Prior to submittal of landscape and irrigation plans, Developer shall obtain approval of the Planning Manager or designee of a plan showing on the project property all existing trees and identifying the trees to be saved, transplanted or removed. (PK, *PK-1*)

16. Prior to issuance of building permits or the proposed use is initiated, whichever comes first, Developer shall submit two copies of landscape and irrigation plans, along with the

appropriate permit application and fees, to the Development Services Division and obtain approval of such plans. (PK/DS, *PK-2*)

17. Prior to issuance of a certificate of occupancy, Developer shall install landscape and automatic irrigation systems that have been approved by the Planning Division. (PK, *PK-3*)

18. Prior to the issuance of City issues 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 automatic rain shut-off devices, or instructions on how to override the irrigation system during rainy periods. (PK, *PK-5*)

19. 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*)

20. Prior to the issuance of building permits for a residential development that includes any model houses, Developer shall obtain the approval of the Planning Division or designee for a low water-using landscape plan. Developer shall install low water-using landscape design and irrigation systems for at least one of the model houses in any cluster of two or more model houses, thereby demonstrating to prospective buyers the feasibility and aesthetic qualities of low water-using landscape design and irrigation systems. Developer shall provide appropriate signs, shown on the landscape plan, explaining that the model house utilizes a low water-using landscape and listing the plant materials used. (PK, *PK-7*)

21. Developer shall offer a low water-use front yard landscape option to buyers at no extra cost. Developer shall also provide low water-use landscape literature to each buyer. (PK, *PK-8*)

22. Developer's landscape plans for houses shall show, where appropriate, a typical landscape and irrigation treatment for north, south, east or west site orientation, for corner lots as well as internal lots. (PK, *PK-9*)

23. Developer shall provide an automatic irrigation controller and a written seasonal watering schedule for all front yard and street side yard landscaping. The watering schedule shall include variations for seasonal changes, sun and shade exposure of plants, type of plants, duration and frequency of irrigation, and suggestions as to how to conserve water. As part of the landscape plan check submittal process, the Planning Division shall review the sufficiency of instructions for the operation of the irrigation controller and the watering schedule cycles. (PK, *PK-11*)

24. At the close of escrow or at the time of occupancy of each dwelling unit, Developer shall review with and provide instructions to each buyer concerning the irrigation controller operation and the watering schedules. (PK, *PK-12*)

25. Developer shall install sod in the lawn areas of all front yards and street side yards. (PK, *PK-13*)

26. Developer shall install an irrigation system that includes a water sensor shut off device as a water conservation measure. (PK, *PK-22*)

27. 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)

28. 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)

29. 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 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)

LANDSCAPE SPECIAL CONDITIONS

30. Developer shall properly maintain landscape planting and all irrigation systems as required by the City Code and as specified by this permit. (PK)

FIRE DEPARTMENT STANDARD CONDITIONS

31. 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*)

32. 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*)

33. The project shall meet the minimum requirements of the "Fire Protection Planning Guide" published by the Fire Department. (FD, *F-6*)

34. Developer shall provide automatic fire sprinklers as required by the City Code and shall contact the Fire Chief to ascertain the location of all connections. (FD, *F-12*)

35. Developer shall install a carbon monoxide detector on each level of the residence in accordance with the manufacturer's specifications. The detector shall be hardwired with a battery backup. (FD, *F-17*)

FIRE DEPARTMENT SPECIAL CONDITIONS

36. Fire sprinkler coverage is required for:
    a. Patios, overhangs or any other projections that are 48" or more from the structure.
    b. Open areas beneath stairs that serve a habitable space or when that area is accessible for storage or has mechanical equipment.
    c. The protection of the forced air unit when located in the attic or other areas that are normally inaccessible.

37. All emergency egress/Fire Department access windows or doors that serve any room that can be utilized for sleeping, shall have access to a public right-of-way without re-entering the structure. (FD)

38. An additional hydrant shall be installed on the east side of H Street in a location approved by the Fire Marshall. The hydrant shall meet the specifications of the City of Oxnard, pursuant to Hydrant Specifications, 4" x4"x 2 ½" Jones J-3775

POLICE CONDITIONS

39. A condition of approval requires compliance with the Outdoor Lighting Code & Guideline
    a) Outdoor lighting shall comply with Title 24, Part 6, of the California Code of Regulations: California's Energy Efficiency Standards for Residential and Nonresidential Buildings.
    b) Unless approved as a specific exception to this guideline, all outdoor lighting shall be flat lens, full cut-off fixtures with the light source fully shielded with the exceptions:
        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 on 60-watt incandescent light) may be partially shielded provided the bulb is not visible, and the fixture has an opaque to keep light from shining directly up.
    c) Oxnard City Code 16-320: Lighting within physical limits of the area required to be lighted shall not exceed seven foot-candles, nor be less than one foot-candle at any point. A light source shall not shine upon, or illuminate directly any surface other than the area required to be lighted. No lighting shall be of a type or in a location

that constitutes a hazard to vehicular traffic, either on private property or on the abutting streets. The height of light standards shall not exceed 26 feet. To prevent damage from automobiles, standards shall be mounted on reinforced concrete pedestals or otherwise protected.

40. Lighting instruments shall be metal halide, LED or similar in nature and spectrum (3,000K to 20,000K Correlated Color Temperature). (PD)

41. Lighting instruments shall be full cut-off and installed so that light does not directly illuminate property outside the project site. Instruments shall not create glare for motorists or pedestrians. (PD)

42. LED under eve lighting fixtures shall be installed on the alley side of garages and shall operate from dusk to dawn. These installations are intended to replace wall mounted fixtures that are often easily vandalized. (PD)

43. The street and alley walls for lots 11 & 12 shall be of CMU construction and shall have on the public side landscape features to dissuade tagging. Landscaping in this area shall be supported by an irrigation system. Creeping fig or similar climbing vines or a combination of vines and shrubs or hedging arranged to protect walls from vandals is required. (PD)

44. Landscape elements shall be arranged to provide clear lines of sight and eliminate potential places of concealment. (PD)

45. Trees shall not be located where they would conflict with lighting instruments. Appropriate proximity is based a tree's canopy size at twenty-year maturity. (PD)

46. Trees shall be maintained so that the canopies do not interfere with pedestrian or vehicular traffic and safe sightlines are maintained. (PD)

47. Should an alarm system be 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. (PD)

48. A lighted street address fixture is required for the residence easily visible from the public street. A similar lighted address fixture is required for the alley side of the garage. (PD)

PLANNING DIVISION STANDARD CONDITIONS

49. 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)

50. 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*)

51. 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*)

52. Before the City issues building permits, Developer shall provide to the Planning Division Manager color photographic reductions (8 1/2" by 11") of full-size colored elevations and any other colored exhibit approved by the Planning Commission. Developer may retain the full-size colored elevations after the reductions are so provided. (PL, *PL-4*)

53. 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*)

54. 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)

55. 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.

56. 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*)

57. 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*)

58. During construction, Developer shall water the area to be graded or excavated prior to commencement of grading or excavation operations. Such application of water shall be at

least twice per day and shall penetrate sufficiently to minimize fugitive dust during grading activities. (B/DS, *PL-11*)

59. Developer shall provide for dust control at all times during project property preparation and construction activities. (B/DS, *PL-13*)

60. 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*)

61. 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*)

62. 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*).

63. Developer shall install all roof and building rain gutters and downspouts to integrate as closely as possible with building design elements, including matching adjacent building colors as closely as possible. Developer shall submit a plan and scheme for approval by the Planning Division Manager prior to issuance of building permits. (PL, *PL-18)*

64. Developer shall provide utility meters, mailboxes and address directories, placed in decorative cabinets and clustered for efficient access for residents and service persons. Developer shall coordinate placement and design of such items accordingly, with the Planning Division Manager, the appropriate utility service provider and the United States Postal Service, prior to issuance of building permits. (PL, *PL-19)*

65. Developer shall provide automatic garage door openers for all garages. (PL/B, *PL-20*)

66. Garages closer than 23 feet to the front property line shall have sectional roll-up garage doors. (PL/B, *PL-21*)

67. Developer shall provide a rear patio concrete slab of at least 100 square feet. (PL/B, *PL-26*)

68. Additions and patio covers shall conform to the requirements of the Single-Family (R1) zone setbacks, or as otherwise approved by this permit, and match the materials and style of the residence. (PL/B, *PL-27*)

69. All residential dwelling unit developments shall include architectural articulation on all four sides of each unit. Such articulation shall include, but not be limited to, window treatment; trim and a variety of finishes matching front facades; and balconies, porches, and trellises. Developer shall submit elevations depicting such articulation to the Planning Division for approval prior to issuance of building permits. (PL, *PL-28*)

70. Prior to the close of escrow for each dwelling unit, Developer shall provide the buyer with a written guarantee that the exterior finishes of the dwelling unit will remain in good condition for at least five (5) years from the final building permit inspection and sign off. Developer shall provide a copy of the guarantee to Planning staff prior to final Planning Division inspection and sign off. (PL, *PL-29*)

71. All drive lanes (alleys) shall be provided with independently metered lighting with automatic daylight sensors for dusk to dawn lighting within drive lanes. The maintenance and replacement of independently metered lighting (wall fixtures, light bollards) shall be the responsibility of each property owner. Lighting responsibilities shall be provided within the CC&Rs for the development. (PL)

72. Developer shall provide masonry walls on street side yards and along project perimeter property lines. Developer shall install interior lot line fences, to be constructed of wood or other material, subject to the approval of the Planning Division Manager. (PL/B, *PL-31*)

73. Street side yard walls shall be of decorative masonry construction and shall be set back 10 feet from any public sidewalk. (PL/B, *PL-32*)

74. Developer shall construct each dwelling unit with separate utility systems and meters. Developer shall paint utility meter panels to match structures upon which it is located. Such panels shall be located to take advantage of screening (e.g. landscaping or other building elements) from public right-of-ways, to the maximum extent feasible. (DS/B, *PL-34*)

75. Developer shall pay Quimby Fees (fees for park acquisition and improvement) before issuance of building permits. The amount of the fee shall be calculated by the Planning Division, and verified by the Parks Division at the time of payment. (PK/B, *PL-36*)

76. In accordance with City Council Ordinance No. 2615, or the ordinance in effect at the time building permits are issued, Developer shall provide three (3) affordable units onsite. (PL, PL-37)

77. Developer shall post in the sales office of the project the latest City planning documents and maps that may affect the project and adjacent properties. At a minimum, this information shall include the 2030 Oxnard General Plan and General Plan Land Use Map showing all adjacent properties, a copy of the ordinances regulating the zone, and any specific plan that may apply to the project. Such documents may be purchased at cost from the Planning Division Manager. Developer shall require that all purchasers sign an

affidavit declaring that they have familiarized themselves with the planning documents. Developer shall make such affidavits and planning information available for review upon reasonable request of the Planning Division Manager. (PL, *PL-38*)

78. All recreational vehicle parking spaces shall be designated by signs stating that the spaces are reserved exclusively for recreational vehicle parking. Developer shall prohibit the parking of recreational vehicles elsewhere in the project. (B, *PL-39)*

PLANNING DIVISION SPECIAL CONDITIONS

79. 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)

80. This permit is granted subject to the City's approval of a tentative tract map and final map and recordation of the final map. The City shall issue building permits only after such recordation, unless otherwise approved by both the Planning Division Manager and the Development Services Manager. Before occupying any structures or initiating any use approved by this permit, Developer shall comply with all conditions of the tentative and final map. (PL/DS)

81. This permit is granted subject to approval of Density Bonus permit No. PZ 18-535-01 application. (PL)

82. The Permittee shall comply with the provisions of applicable VCAPCD Rules and Regulations, which include but are not limited to, Rule 50 (Opacity), Rule 51 (Nuisance), Rule 55 (Fugitive Dust), and Rule 55.1 (Removal of Visible Roadway Accumulations). (PL)

83. Prior to issuance of demolition permits for any structure on the site, Developer shall provide evidence of notifying the Air Pollution Control District of such demolition. Demolition and/or renovation activities shall be conducted in compliance with APDC regularities regarding Asbestos (Rule 63.7). (PL)

84. Developer shall mitigate air quality emissions associated with development of the subject site through a contribution to the City's Transportation Demand Management (TDM) program. Such fee shall be calculated at the time of building permit issuance in accordance with the Ventura County Air Quality Assessment Guidelines, as amended. Such fee shall be collected in full prior to building permit issuance. (MND, C-9)

85. 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)

86. Developer shall contract with a qualified archaeologist to conduct a Phase I cultural resources survey of the project site prior to issuance of any grading permits. The survey shall include: (1) an archaeological and historical records search through the California Historical Resources Information System at CalState Fullerton; and (2) a field inspection of the project site. Upon completion, the Phase I survey report shall be submitted to the Planning Division for compliance verification. A copy of the contract for these services shall be submitted to the Planning Division Manager for review and approval prior to initiation of the Phase I activities.

    The contract shall include provisions in case any cultural resources are discovered onsite. In the event that any historic or prehistoric cultural resources are discovered, work in the vicinity of the find shall be halted immediately. The archaeologist shall evaluate the discovery and determine the necessary mitigations for successful compliance with all applicable regulations. Developer or its successor in interest shall be responsible for paying all salaries, fees and the cost of any future mitigation resulting from the survey. (MND, E-1)

87. Developer shall contract with a Native American monitor to be present during all subsurface grading, trenching or construction activities on the project site. The monitor shall provide a weekly report to the Planning Division summarizing the activities during the reporting period. A copy of the contract for these services shall be submitted to the Planning Division Manager for review and approval prior to issuance of any grading permits. The monitoring report(s) shall be provided to the Planning Division prior to approval of final building permit signature. (MND, E-2)

AFFORDABLE HOUSING SPECIAL CONDITIONS

88. Prior to issuance of certificates of occupancy for first home, Developer shall record against three of the dwelling units of this Project affordability covenants acceptable to the City Attorney. The affordability shall be: one unit for up to 80% Average Median Income (AMI) for low income; and two units for up to 120 AMI for moderate income. (PL, CA)

ENVIRONMENTAL RESOURCES DIVISION

89. 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.

90. 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.

91. 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.

92. 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 SPECIAL CONDITIONS

93. Developer shall process the final map for Tract 6009 prior to, or concurrent with, the site improvement plans for this project. The final map shall be recorded prior to issuance of building permits for these structures. (DS)

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 this 20th day of December 2018, and carried by the following vote:

AYES: Commissioner(s):

NOES: Commissioner(s):

ABSENT: Commissioner(s):

ABSTAIN: Commissioner(s):

Kathleen Mallory, Secretary

ATTACHMENT
G
RESOLUTION
PZ 18-300-05
(TENTATIVE TRACT MAP FOR TRACT NO. 6009)

RESOLUTION NO. 2018-____

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING CITY COUNCIL APPROVAL OF PLANNING AND ZONING PERMIT NO. 18-300-05 (TENTATIVE SUBDIVISION MAP OF TRACT NO. 6009), TO RESUBDIVIDE A 1.49-ACRE SITE COMPRISED OF EIGHT PARCELS INTO THIRTEEN PARCELS TO CONSTRUCT 13 DETACHED SINGLE-FAMILY HOMES ON 13 SEPARATE LOTS RANGING BETWEEN 4,012 AND 5,070 SQUARE FEET IN AREA. THE SINGLE-FAMILY RESIDENTIAL PLANNED DEVELOPMENT (R1-PD) ZONED LOTS ARE LOCATED AT 130-184 NORTH H STREET AND 838 PALM DRIVE WITHIN THE WILSON NEIGHBORHOOD, SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY HENRY CASILLAS, ON BEHALF OF HERITAGE HOMES, LLC 451 WEST FIFTH STREET, OXNARD, CALIFORNIA 93030

WHEREAS, on March 20, 2018, designated agent Henry Casillas on behalf of Heritage Homes, LLC, (the **"Applicant"** and/or **"Permittee"**) submitted a request for a Tentative Subdivision Map of Tract No. 6009, pursuant to Chapter 15 (Subdivision Ordinance) of the Oxnard City Code and the State Subdivision Map Act, to subdivide a 1.49-acre site to accommodate construction of thirteen detached single family dwelling units on thirteen individual lots, addressed as 130 to 184 North H Street; and 838 Palm Drive 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. 18-300-05 (Tentative Subdivision Map of Tract No. 6009) to subdivide a 1.49-acre site comprised of 13 detached parcels ranging between 4,574 to 5,739 square feet in area in accordance with Chapter 15 (Subdivision Ordinance) of the Oxnard City Code and the State Subdivision Map Act, filed by Henry Casillas, on behalf of Heritage Homes, LLC.; and

WHEREAS, said tentative subdivision map was referred to various public utility companies, City departments and the Development Advisory Committee for recommendations; and

WHEREAS, the proposed subdivision, together with the provisions for its design and improvement, is consistent with the 2030 General Plan; and

WHEREAS, the Planning 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 categorical exemption.

WHEREAS, the Planning Commission finds that the applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this resolution as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit or live in this subdivision in particular.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Oxnard hereby recommends to the City Council approval of Planning and Zoning Permit No. 18-300-05 (Tentative Subdivision Map for Tract No. 6009), filed by Henry Casillas, on behalf of Heritage Homes, LLC., subject to the following conditions:

STANDARD CONDITIONS OF APPROVAL

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

DEPARTMENTS AND DIVISIONS			
CA	City Attorney	PL	Planning 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 December 20, 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*)

6. Any covenants, conditions, and restrictions (CC&Rs) applicable to the project property shall be consistent with the terms of this permit and the City Code. If there is a conflict between the CC&Rs and the City Code or this permit, the City Code or this permit shall prevail. (CA, *G-7*)

7. 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 obtain a building permit for any new construction or modifications to structures, including interior modifications, authorized by this permit. (B, *G-11*)

9. Developer shall not permit any combustible refuse or other flammable materials to be burned on the project property. (FD, *G-12*)

10. 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*)

11. 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*)

12. Prior to issuance of building permits, Developer shall correct all violations of the City Code existing on the project property for which the Code Compliance Division has open cases. (PL, *G-15*).

PLANNING DIVISION STANDARD CONDITIONS

13. 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*)

14. 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*)

15. 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*)

16. Developer shall pay Quimby Fees (fees for park acquisition and improvement) before issuance of building permits. The amount of the fee shall be calculated by the Planning Division, and verified by the Parks Division at the time of payment. (PK/B, *PL-36*)

PLANNING DIVISION SPECIAL CONDITIONS

17. An approved tentative map shall expire thirty-six (36) months after its approval, unless an extension is applied for and approved by the City Council pursuant to Section 15-46 of the City Code. (PL)

18. This permit is granted subject to the approval of a Special Use Permit for a Planned Development Permit (PZ 18-500-01) of the project property to the City of Oxnard. (PL)

19. This permit is granted subject to the approval of a Density Bonus (PZ 18-535-01) for the project property. (PL)

AFFORDABLE HOUSING SPECIAL CONDITION

20. Prior to issuance of certificates of occupancy for first home, Developer shall record against three of the dwelling units of this Project affordability covenants acceptable to the City Attorney. The affordability shall be: one unit for up to 80% Average Median Income (AMI) for low income; and two units for up to 120 AMI for moderate income. (PL, CA)

DEVELOPMENT SERVICES DIVISION CONDITIONS

21. 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)

22. 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)

23. 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)

24. Developer shall protect building pads from inundation during a 1% chance (100-year) storm. (DS-5)

25. 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)

26. Each structure shall be served by separate sewer and water services in accordance with City Code. (DS-8)

27. 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)

28. Developer's site improvement plans shall include an on-site sewer plan. (DS-10)

29. Developer shall provide 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 site improvement plans prior to issuance of a site improvement/grading permit. Developer shall provide the City with an easement over onsite waterlines using standard City format. (DS-11)

30. Developer shall install on-site and off-site electric, cable, telephone and similar utility service laterals underground in accordance with City ordinances in effect at the time City issues a building permit. Services shall be installed underground to the nearest suitable riser pole as determined by the appropriate utility service provider. (DS-12)

31. 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)

32. 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)

33. 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)

34. Developer agrees, as a condition of approval of this resolution, to indemnify, defend and hold harmless, at Developer's expense, City and its agents, officers and employees from and against any claim, action or proceeding commenced within the time period provided for in Government Code Section 66499.37, to attack, review, set aside, void or annul the approval of this resolution or to determine the reasonableness, legality or validity of any condition attached thereto. City shall promptly notify Developer of any such claim, action or proceeding of which City receives notice, and City will cooperate fully with Developer in the defense thereof. Developer shall reimburse City for any court costs and attorney's fees that City may be required to pay as a result of any such claim, action or proceeding. City may, in its sole discretion, participate in the defense of any such claim, action or proceeding, but such participation shall not relieve Developer of the obligations of this condition. Developer's acceptance of this resolution or commencement of construction or operations under this resolution shall be deemed to be acceptance of all conditions thereof. (DS-18)

35. 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)

36. 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)

37. 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)

38. Developer shall pay the cost of all inspections of on-site and off-site improvements. (DS-22)

39. Developer shall be responsible for all project-related actions of Developer's employees, contractors, subcontractors, and agents until City accepts the improvements. (DS-23)

40. 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)

41. Prior to approval of the final map or parcel map, Developer shall provide the City Engineer with written evidence from the Ventura County Clerk's Office that Developer has executed and filed with the Clerk all certificates, statements and securities required by Government Code Sections 66492 and 66493. (DS-26)

42. "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)

43. Prior to issuance of a grading/site improvement permit, developer shall obtain Development Services Director approval for any proposed construction phasing. The improvement plans (and associated phasing plans) shall clearly indicate any interim or off-site improvements required by City. (DS-28)

44. 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 "as-built" plans after project completion. Developer's submittal of certified "as-built" plans is a condition of City's final acceptance of the project and release of any associated security. (DS-29)

45. 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)

46. Developer shall construct sufficient drainage facilities concurrent with rough grading operations to mitigate any potential flooding or erosion affecting adjacent properties and public rights-of-way. (DS-31)

47. 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)

48. Storm drain, sewer and water facilities shall conform to applicable City Master Plans. Developer shall prepare plans for these facilities in accordance with City's engineering design criteria in effect at the time of improvement plan submittal. Developer shall submit plans with pertinent engineering analyses and design calculations for review and approval by the City Engineer prior to issuance of a site improvement permit. (DS-34)

49. 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 Services Director) from all affected landowners for any diversion of historical flows or change in drainage conditions caused by the project. (DS-36)

50. 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)

51. Developer shall dedicate to the City all water rights for the project property by title sheet dedication on the final map or parcel map. (DS-39)

52. 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)

53. Developer shall install adequately sized water services and meters to each lot or unit in accordance with City standards in effect at the time of building permit issuance. There shall be no interconnections between structures. (DS-42)

54. Developer shall dedicate and improve to City standards all sidewalks, parkways, streets, alleys, utilities and street appurtenances as directed by the Development Services Director. City will name all streets in accordance with adopted City guidelines. (DS-49)

55. Street and road improvements shall conform to City standard plates, design criteria and policies. Improvements shall include upgrading of existing pavement along the project frontage to City standards by removing and replacing or overlaying, as directed by the City Engineer. (DS-51)

56. Developer shall improve all streets, alleys, sidewalks, curbs, and gutters adjacent to the project in accordance with City standards, as necessary to provide safe vertical and horizontal transitions. (DS-52)

57. Developer shall install all water, gas, sewer, storm drain, electrical, cable television, and telephone lines before any paving is placed. (DS-54)

58. Prior to release of the final map or parcel map for recordation, Developer shall provide the City Engineer with a 100-scale base map for addressing purposes. The map shall be drawn on 18-inch by 24-inch mylar and shall show the standard address map title block, north arrow, street names, tract number, phase boundary and lot numbers. The City will assign all addresses. (DS-56)

59. Prior to release of the final map or parcel map for recordation, Developer shall post security satisfactory to the City Attorney guaranteeing that all survey monuments will be set as required by the Government Code and the City Code. (DS-57)

60. 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)

61. Developer shall provide three City refuse containers for each lot or unit. An alternative number of containers may be approved by the Environmental Resources Division. (DS-67)

62. Developer shall construct a 9 foot by 3 foot level concrete pad for storage of three refuse containers in the side yard area or other location approved by the Development Services Manager that is out of view from the street. The storage location shall not be within the garage. Developer shall construct a paved path from the storage location to the street (or other assigned pickup area) that does not require entering the garage. All gates or doors along the path shall be constructed with a minimum of 36 inches of clear space to allow passage of the containers. Storage location and path shall be shown on the fine grading plans. (DS-68)

63. Developer shall provide adequate vehicle sight distance as specified by CalTrans specifications at all driveways and intersections. (TR-71)

STORMWATER QUALITY CONDITIONS

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

65. 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)

66. 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)

67. Developer's engineer shall submit written confirmation that the project landscape drawings comply with the landscape requirements of the Technical Guidance Manual for Stormwater Quality Control Measures for all landscape based stormwater quality best management practices. (DS-84)

68. 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)

DEVELOPMENT SERVICES DIVISION SPECIAL CONDITIONS

69. 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)

70. Developer shall repair and/or replace any existing broken or damaged curb, gutter, sidewalk or asphalt paving adjacent to property as directed by the City construction inspector. (DS)

71. Developer shall remove the existing 5-foot wide sidewalk along H Street frontage of the project and replace it with a 7-foot wide (measured from curb face) concrete sidewalk. The sidewalk shall be widened at encroachments into the sidewalk if required to provide an ADA compliant pedestrian path along H Street. Sidewalk improvements shall include reconstruction of the alley curb cut at H Street to provide an ADA compliant pedestrian path across the alley and the removal and replacement of the access ramp at the southeast corner of H Street and Palm Drive with an ADA compliant ramp. (DS)

72. Developer shall relocate the existing utility pole (or provide other solutions acceptable to the Development Services Manager) at the entrance to the alley south of lot 12 to provide safe vehicular egress from the alley to H Street. (DS)

73. Developer shall perform a 1.5 inch grind and overlay over the full width of H Street between the most northerly project utility trench cut and the most southerly trench cut after all utilities have been installed. The exact extents of the overlay are subject to revision by the City Engineer based on field conditions, the number of trenches, and the method of lateral installation. This requirement shall be indicated on the project civil improvement plans. (DS)

74. Developer shall perform a 1.5 inch grind and overlay over the westerly half of the adjacent alley between the most northerly project utility trench cut and the most southerly trench cut after all utilities have been installed. The exact extents of the overlay are subject to revision by the City Engineer based on field conditions, the number of trenches, and the method of lateral installation. This requirement shall be indicated on the project civil improvement plans. (DS)

75. Developer shall construct perimeter fencing at the northeast corner of lot 11 to provide a 10-foot vehicular sight triangle at the alley to alley intersection. Developer shall install asphalt pavement within this area matching adjacent existing pavement. Final design subject to approval of the Development Services Manager. (DS)

76. Developer shall properly abandon all existing sewer and water laterals to the properties that are not proposed for use by the project. Abandonment requirements shall be clearly indicated on the civil site improvement plans. (DS)

77. Proposed vine pockets along the north side of lot 11 shall be redesigned such that the cut-outs are not located within the right-of-way. Suggested design is to locate the pockets on the inside of the wall with openings through the wall to allow vines to grow on the wall's north side. (DS)

78. 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 required safety factor. (DS)

79. Developer shall include pre-treatment for the proposed stormwater quality infiltration trenches. Pre-treatment may be a BIO-3 Vegetated Swale, BIO-4 Filter Strip, or the upstream yard drain may be designed similar to the pre-treatment yard drain shown for INF-4 Drywell installation Figure 6-5. (DS)

80. Developer shall prepare and record separate stormwater quality control measures maintenance and operations plans for each lot and provide a copy of the plan to the purchaser of each property prior to transfer of the property. The plan shall include installation of placards, signage, or similar item to perpetually remind residents of the infiltration devices installed on the property. (DS)

81. Developer's geotechnical engineer shall test the exposed bottom of infiltration facilities immediately prior to facility construction and provide the City with a written opinion that the exposed soil layer is suitable for an infiltration facility based on review of the existing geotechnical reports, percolation tests, infiltration facility design, and characteristics of the exposed soil layer. Civil improvement plans shall include a note requiring this testing. (DS)

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 this 20th day of December 2018, and carried by the following vote:

AYES: Commissioner(s):

NOES: Commissioner(s):

ABSENT: Commissioner(s):

ABSTAIN: Commissioner(s):

Kathleen Mallory, Secretary

ATTACHMENT H

RESOLUTION PZ 18-535-01 (DENSITY BONUS)

RESOLUTION NO. 2018-____

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 18-535-01 (DENSITY BONUS PERMIT) APPROVING THREE DEVELOPMENT STANDARD CONCESSIONS NECESSARY TO ACCOMMODATE THE CONSTRUCTION OF A 13 DETACHED SINGLE-FAMILY HOUSING DEVELOPMENT ON A ON A 1.49-ACRE SITE LOCATED AT 130 TO 184 NORTH H STREET AND 838 PALM DRIVE, WITHIN THE WILSON NEIGHBORHOOD. FILED BY DESIGNATED AGENT HENRY CASILLAS, ON BEHALF OF HERITAGE HOMES, LLC 451 WEST FIFTH STREET, OXNARD, CALIFORNIA 93030.

WHEREAS, on March 20, 2018, designated agent Henry Casillas on behalf of Heritage Homes, LLC, (the **"Applicant"** and/or **"Permittee"**), submitted density bonus application with related permits, requesting approval of three development standard concessions, pursuant to Oxnard City Code Section Nos. 16-410A through 16-410V to allow the construction of thirteen detached single family dwelling units on thirteen individual lots, addressed as 130 to 184 North H Street; and 838 Palm Drive; 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. 18-535-01 (Density Bonus Permit) to allow three development concessions/incentives pursuant to Government Code Section 65915(d) (State's Density Bonus law) to: a) reduce the minimum lot frontage from 50-feet to 32-feet; b) reduce the lot width from 50-feet to 36-feet; and c) reduce the rear yard setback from 25-feet to 5-feet. Density Bonus (35%) concessions/incentives would accommodate construction of ten (10) market rate single family homes and three (3) affordable (low income) single family homes on thirteen individual lots, addressed as 130 to 184 North H Street; and 838 Palm Drive (the **"Project"**) in accordance with Sections 16-530 through 16-553 of Oxnard City Code; and

WHEREAS, the Planning Commission has held a duly notice public hearing, received, and reviewed all written and oral evidence related to the proposed Project; 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 categorical exemption; and

WHEREAS, the Planning Commission finds, after due study, deliberation and public hearing, that the project meets the criteria in California Government Code § 65915 and § 65918 and the City's Density Bonus and Related Incentives and Concessions Program (Division 7A, OCC Section Nos. 16-410A through 16-410V, inclusive); and

WHEREAS, Government Code Section No. 65915 and OCC Sections 16-410M and 16-410O require that when a housing developer meets certain criteria for a Density Bonus, the local jurisdiction must grant one or more regulatory incentives or concessions unless the City makes a written finding that the concessions or incentives are not required in order to provide for affordable housing costs as defined by state law; and

WHEREAS, the Planning Commission finds that the Project meets all necessary criteria of Government Code Section 65915 and OCC Section No. 16-410H to be considered eligible for three incentives or concessions because the Developer has provided three (3) lower income residential dwelling units; and

WHEREAS, the proposed PROJECT is requesting three regulatory concessions: 1) reduce the minimum lot frontage from 50-feet to 32-feet; and b) reduce the lot width from 50-feet to 36-feet; and c) reduce the rear yard setback from 25-feet to 5-feet; and

WHEREAS, the Planning Commission finds that the incentives or concessions are not contrary to any federal or state law.

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

SECTION 1. The Planning Commission of the City of Oxnard hereby grants the concessions listed above, subject to the conditions of approval listed below.

SECTION 2. In accordance with Section 15332 (Class 32) and 15061 of the State California Environmental Quality Act (CEQA) Guidelines, projects involving "in-fill development" may be found to be exempt from the requirements of the CEQA. In addition, pursuant to Section 15061, projects involving and instances where activity is covered by the general rule that CEQA only applies to projects which have the potential for causing a significant effect on the environment may be found to be exempt from the requirements of the CEQA. The Planning Manager 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 18-535-01 (Density Bonus 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

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 December 20, 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

4. 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*)

5. 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)

6. 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)*

SPECIAL PROJECT CONDITIONS

7. This permit is granted subject to approval of Planning and Zoning Permit No. 18-500-01 (Special Use Permit for Planned Development) and all conditions of approval of said permit are incorporated by reference. (PL)

8. This permit is granted subject to the approval of a Planning and Zoning Permit No. 18-300-05 (Tentative Subdivision Map for Tract 6009) and all conditions of approval of said permit are incorporated by reference. (PL)

9. Prior to issuance of building permits, Developer shall enter into an agreement in a form approved by the City Attorney ensuring the continued the continued affordability of three (3) dwelling units which qualified Applicant for Density Bonus Permit. The affordability shall be as follows: one unit for up to 80% AMI (average median income low income) and two units for up to 120% AMI (moderate income), as adjusted for family size as provided in 25 California Code of Regulations Section 6932. The term of the agreement shall be for a minimum of 55 years and the agreement shall be recorded with Ventura County Recorder Office. Agreement shall be recorded on each respective lot and shall be binding to property owner(s) for the life of the agreement. (PL)

10. The agreement shall establish specific compliance standards and specific remedies available to the City if such compliance standards are not met. The agreement shall, among other things, specify standards for qualifying household incomes or other qualifying criteria, compliance reporting and monitoring fees. Developer hereby agrees to deposit funds for any staff time expended for preparation of the agreement and subsequent compliance with said agreement. (PL)

11. Developer shall submit to the Housing Director information about the income of each prospective tenant of an affordable unit and the proposed sale price of the unit. The Housing Director shall review such information and determine whether the prospective buyer meets the income requirements for the unit and whether the proposed price of the unit does not exceed the affordable cost for the income category of the prospective home owner. (PL)

12. The Housing Director shall monitor the sale of each affordable unit to determine compliance with this condition. If the Housing Director determines that Developer is not meeting the requirements of this condition, the Housing Director shall so notify Developer and the Development Services Manager in writing, and no more building permits shall be

issued for the project until the Housing Director notifies the Development Services Manager in writing that Developer is meeting the requirements of this condition. (PL)

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 this 20th day of December 2018, and carried by the following vote:

AYES: Commissioner(s):

NOES: Commissioner(s):

ABSENT: Commissioner(s):

ABSTAIN: Commissioner(s):

_____
Kathleen Mallory, Secretary

HERITAGE HOMES LLC

HERITAGE HOMES PROJECT

H Street & Palm Drive
Oxnard, California

Lot Data Information

Lot No.	Lot Area	Required IYS*	% Bldg Footprint**	% Paving	% Landscape
1	0.132 ac	860 sf	27.8%	6.1%	66.1%
2	0.115 ac	750 sf	32%	7.2%	60.8%
3	0.115 ac	750 sf	32%	7%	61%
4	0.115 ac	750 sf	32%	7.2%	60.8%
5	0.115 ac	750 sf	32%	7.3%	60.7%
6	0.115 ac	750 sf	32%	7%	61%
7	0.115 ac	750 sf	32%	7.2%	60.8%
8	0.115 ac	750 sf	32%	7%	61%
9	0.115 ac	750 sf	32%	7.2%	60.8%
10	0.115 ac	750 sf	32%	7.3%	60.7%
11	0.114 ac	748 sf	32.1%	11.6%	56.3%
12	0.105ac	687 sf	33%	14.1%	52.9%
13	0.116 ac	757 sf	30%	12.8%	57.2%

* IYS - Interior Yard Space
** Footprint includes front porch

Note: Verify all lot area information with Civil and Landscape.

N **Vicinity Map**
Scale: NTS

CONSULTANTS

Architecture
DiCecco Architecture, Inc.
887 Patriot Drive, Suite C
Moorpark, CA 93021
(805) 552-0088
Contact: Mark DiCecco

Civil
Encompass Consultant Group
333 N. Lantana St., Suite 287
Camarillo, CA 93010
(805) 322-4443
Contact: Tristan Santos

Landscape
L.A. Group Design Works
24013 Ventura Blvd. Suite 201
Calabasas, CA 91302
(818) 251-9718
Contact: Monica D'Angelo-Tomei

CODE COMPLIANCE

Project shall comply with the 2016 California Building, Mechanical, Electrical, and Plumbing Codes and the 2016 Energy Codes.

Project shall comply with the Oxnard Fire Department Fire Protection Guide Requirements

All Residences will require fire sprinkler system. Under a separate permit and submittal.

PROJECT DATA

Tentative Tract Map No: 6009
APN: 202-0-030-615 through 685
& 202-0-030-715
OWNER:
Heritage Homes LLC
451 W. 5th Street
Oxnard
(805)385-3565
Contact: Henry Casillas

PROJECT DESCRIPTION

New Construction of 13 Two-Story 3 Bedroom Single Family Homes with Detached Two-Car Garages

SFH - 1,653 s.f.
Garage - 484 s.f.

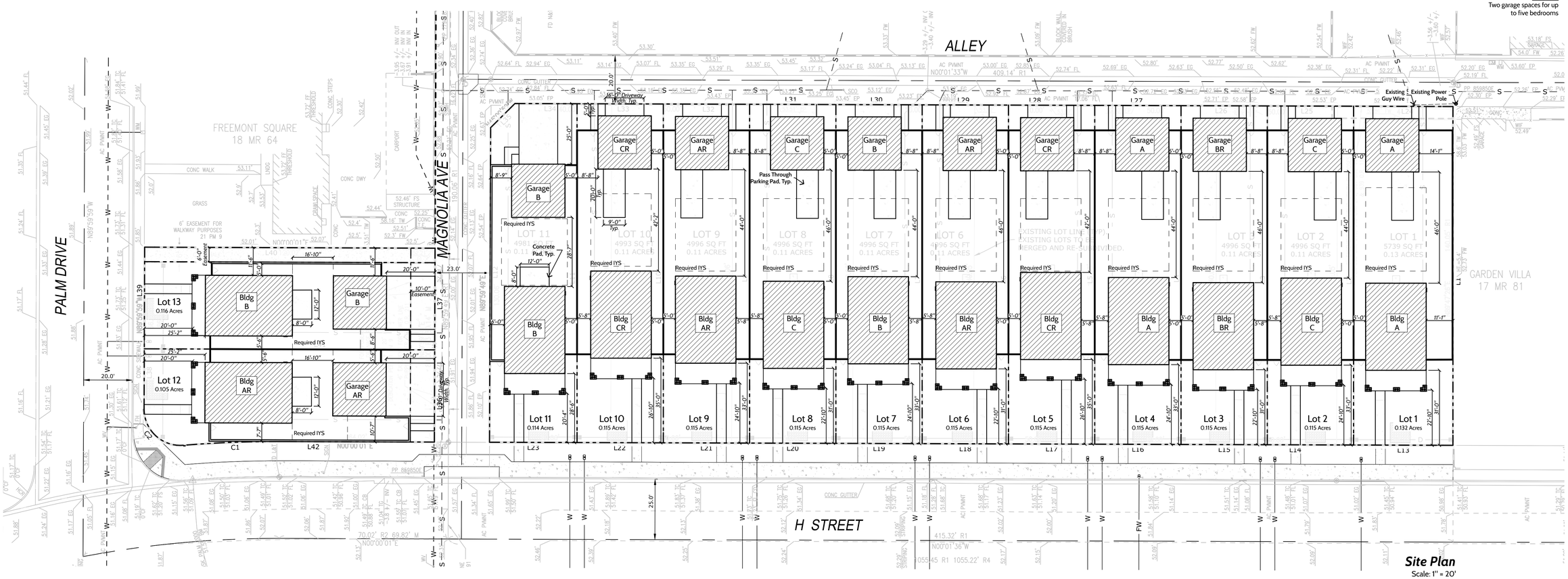
ZONING SUMMARY

ZONE
R-1 Single Family Zone

SETBACKS
Front: 20' Minimum
Side: 10% Lot Width Minimum
(35'-8" x 10% = 3'-6" Minimum)
(41'-0" x 10% = 4'-1" Minimum)
Rear: 25% Lot Depth Minimum
(25' Maximum)
Interior Yard Space: 15% of Lot Area

HEIGHT
25' Maximum

PARKING
Two garage spaces for up to five bedrooms



Site Plan
Scale: 1" = 20'

DICECCO ARCHITECTURE INCORPORATED
887 PATRIOT DRIVE, SUITE C MOORPARK, CALIFORNIA 93021
805.552.0088
DICECCOARCH.COM

Heritage Homes LLC
HERITAGE HOMES PROJECT
H Street & Palm Drive
City of Oxnard, California

PROJECT NAME
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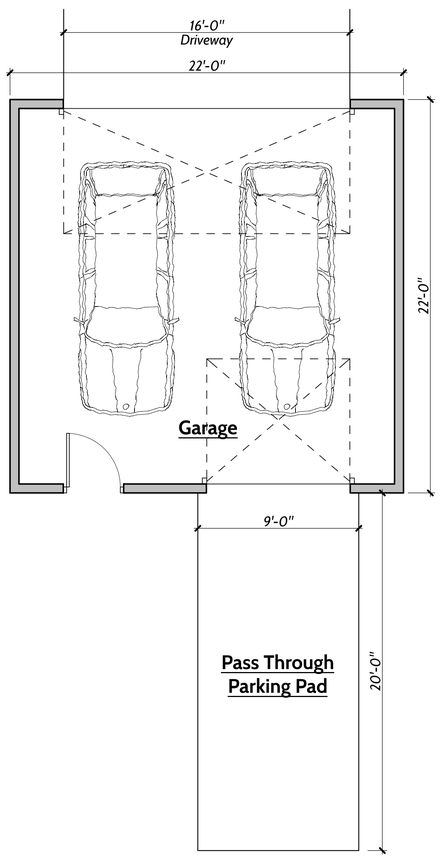
DELTA/DATE	ISSUED FOR
08/10/18	Initial Submittal

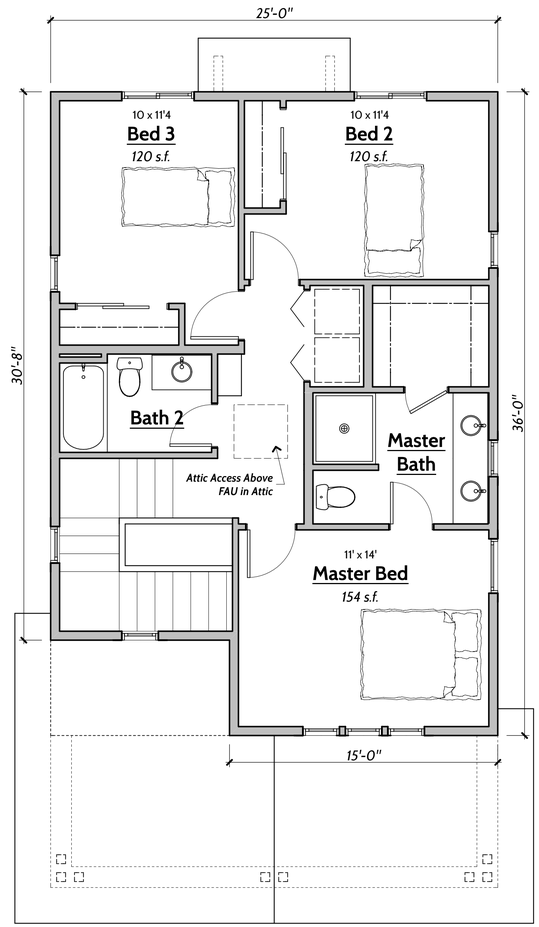
SHEET DATE 8/10/18
JOB No. 21708
DRAWN NY

SHEET No. **A.1**
SHEET TITLE Site Plan



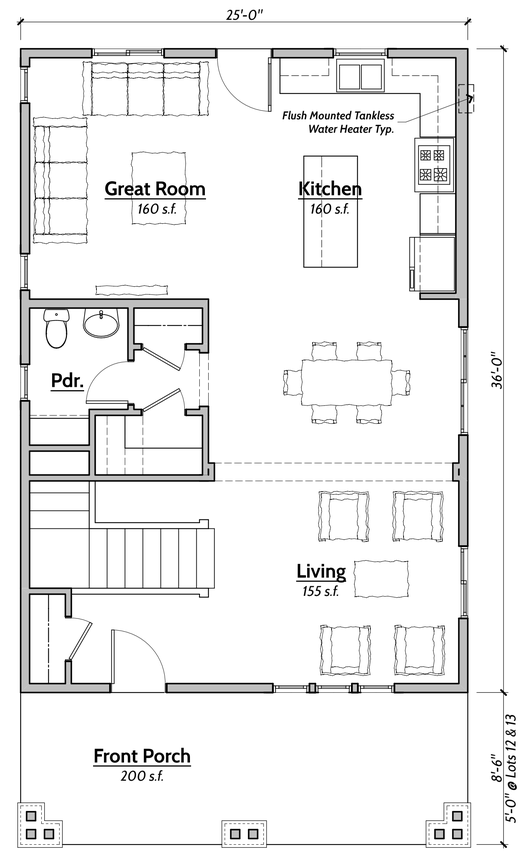
garage 484 s.f.

Garage Floor Plan
Scale: 1/4" = 1'-0"



second floor 753 s.f.

Second Floor Plan
Scale: 1/4" = 1'-0"



first floor 900 s.f.

First Floor Plan
Scale: 1/4" = 1'-0"

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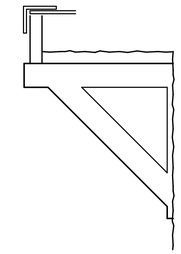
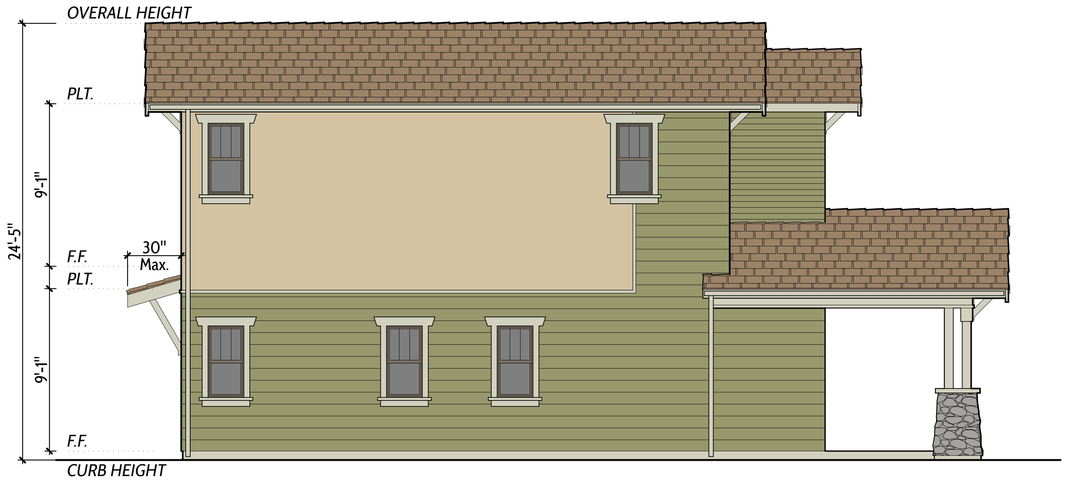
SHEET DATE 8/10/18
JOB No. 21708
DRAWN NY

A.2

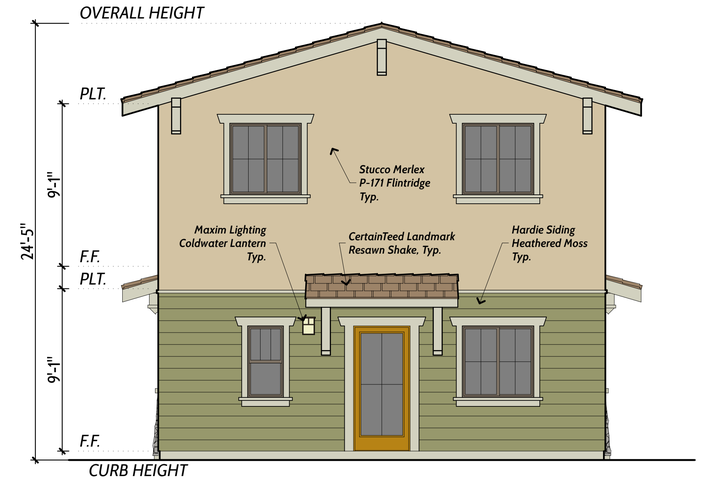
SHEET No.
SHEET TITLE Floor Plans



Corbel Profile
Scale: 1" = 1'-0"

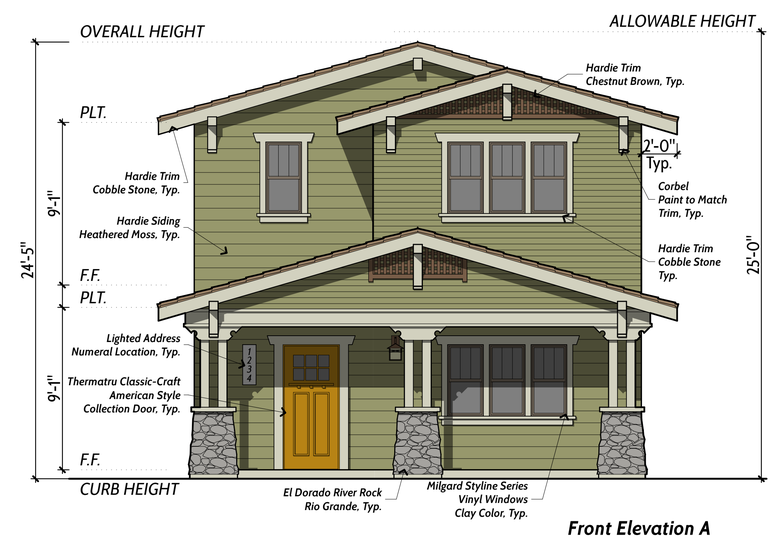


Left Elevation A
Scale: 1/4" = 1'-0"



Rear Elevation A
Scale: 1/4" = 1'-0"

Right Elevation A
Scale: 1/4" = 1'-0"



Front Elevation A
Scale: 1/4" = 1'-0"

Note: All Materials to be as noted, or equal.
Refer to Sheet A.8 for Additional Material Information

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805.552.0088
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Heritage Homes LLC
HERITAGE HOMES PROJECT
H Street & Palm Drive
City of Oxnard, California

PROJECT NAME

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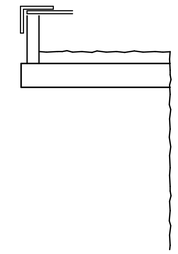
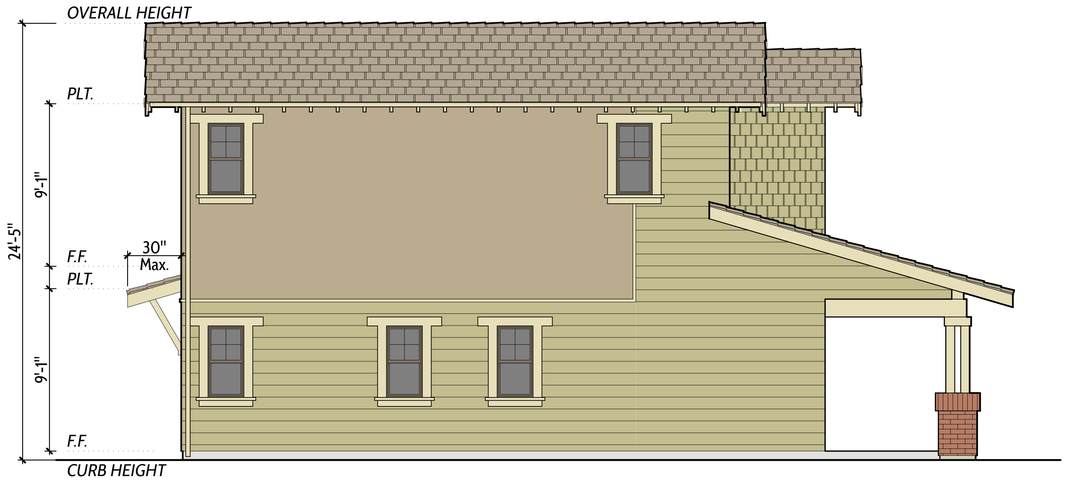
SHEET DATE 8/10/18
JOB No. 21708
DRAWN NY

A.3

SHEET No.
SHEET TITLE A Elevations



Corbel Profile
Scale: 1" = 1'-0"



Left Elevation B
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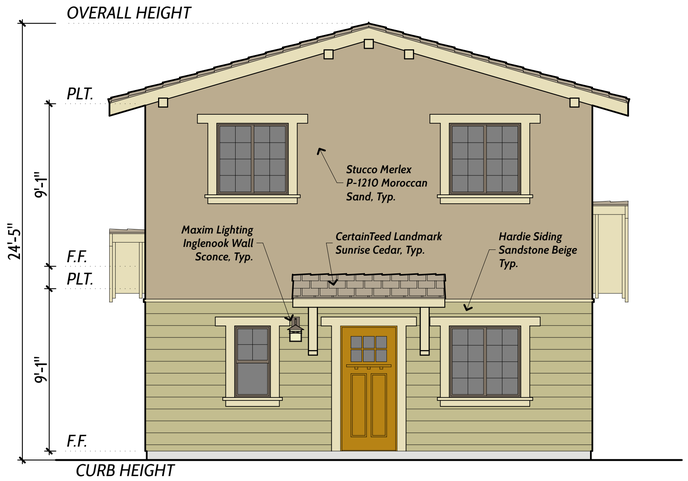
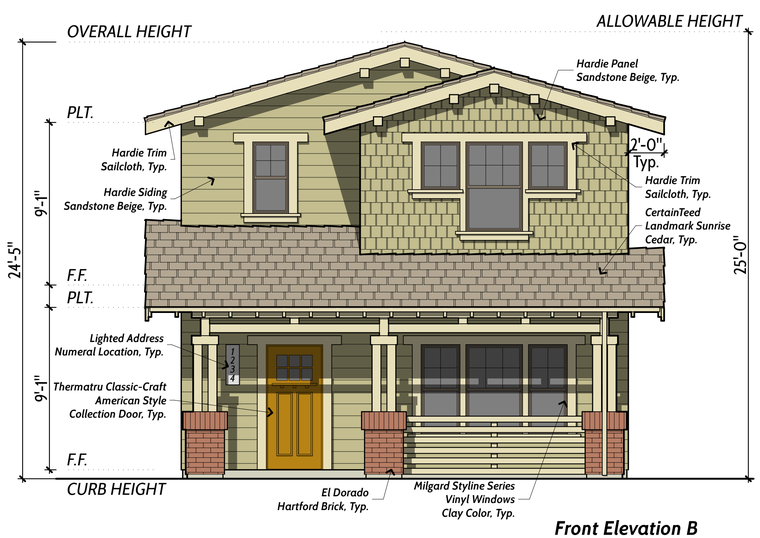


Rear Elevation B
Scale: 1/4" = 1'-0"

Right Elevation B
Scale: 1/4" = 1'-0"



Front Elevation B
Scale: 1/4" = 1'-0"

Note: All Materials to be as noted, or equal.
Refer to Sheet A.8 for Additional Material Information

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HERITAGE HOMES PROJECT

Heritage Homes LLC
H Street & Palm Drive
City of Oxnard, California

PROJECT NAME

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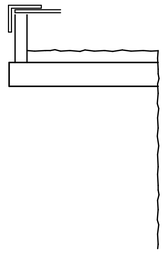
SHEET DATE 8/10/18
JOB No. 21708
DRAWN NY

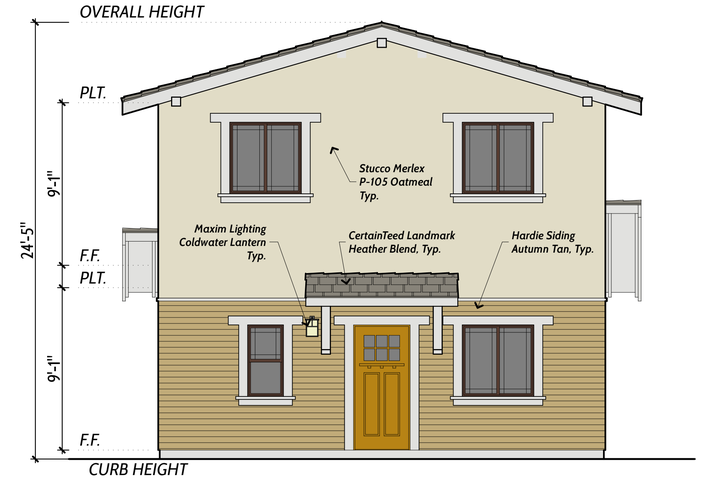
A.4

SHEET No.
SHEET TITLE
B Elevations



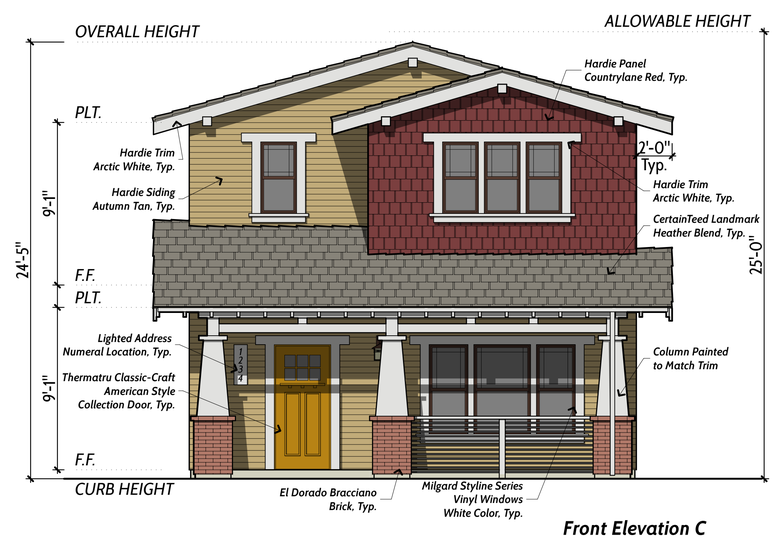
Corbel Profile
Scale: 1" = 1'-0"

Left Elevation C
Scale: 1/4" = 1'-0"



Rear Elevation C
Scale: 1/4" = 1'-0"

Right Elevation C
Scale: 1/4" = 1'-0"



Front Elevation C
Scale: 1/4" = 1'-0"

Note: All Materials to be as noted, or equal.
Refer to Sheet A.8 for Additional Material Information

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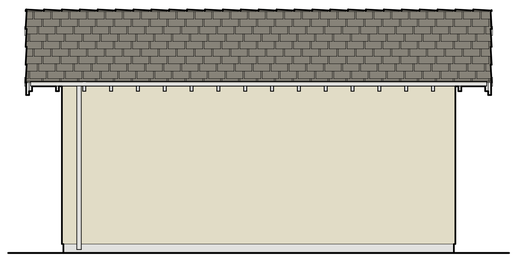
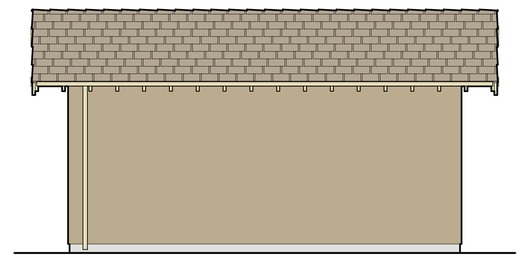
SHEET DATE 8/10/18
JOB No. 21708
DRAWN NY

A.5

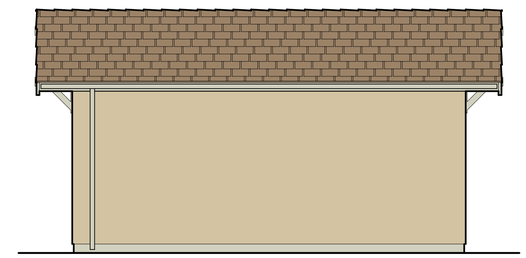
SHEET No.
SHEET TITLE C Elevations



C - Garage Right



B - Garage Right

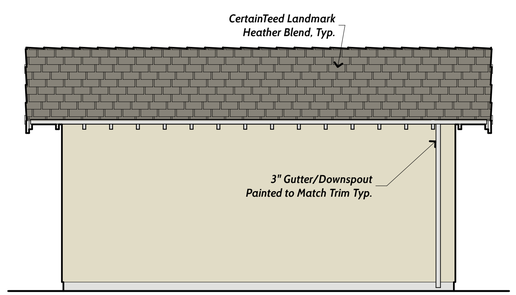


A - Garage Right

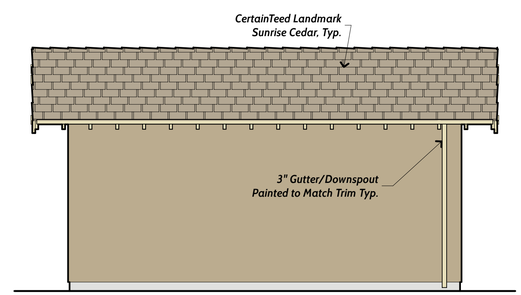
C - Garage Rear

B - Garage Rear

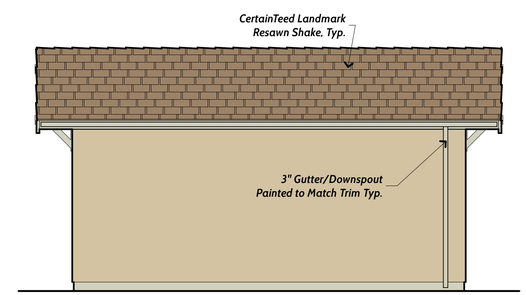
A - Garage Rear



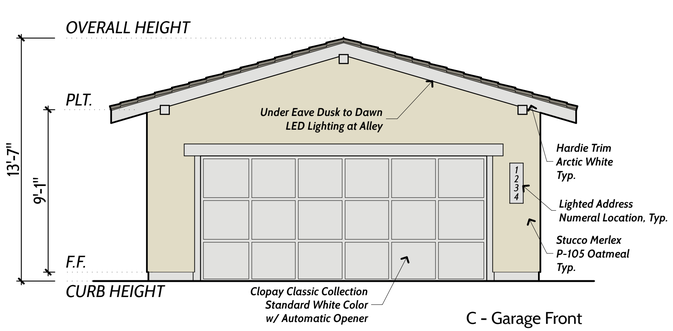
C - Garage Left



B - Garage Left



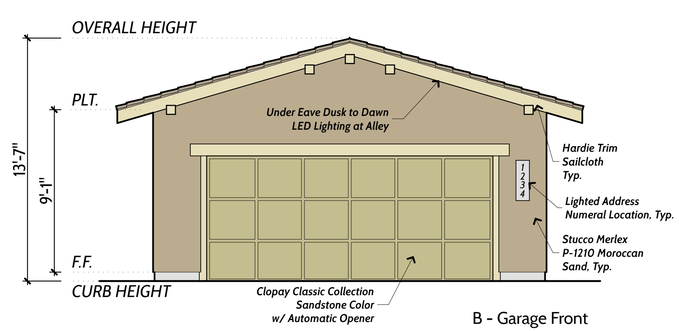
A - Garage Left



C - Garage Front

Garage C Elevations

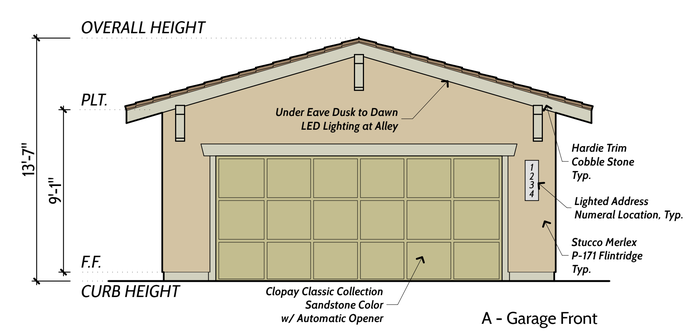
Scale: 1/4" = 1'-0"



B - Garage Front

Garage B Elevations

Scale: 1/4" = 1'-0"



A - Garage Front

Garage A Elevations

Scale: 1/4" = 1'-0"

Note: All Materials to be as noted, or equal.
Refer to Sheet A.8 for Additional Material Information

DICECCO
ARCHITECTURE
INCORPORATED
887 PATRIOT DRIVE, SUITE C MOORPARK, CALIFORNIA 93021
805.552.0088
DICECCOARCH.COM

Heritage Homes LLC
HERITAGE HOMES PROJECT
H Street & Palm Drive
City of Oxnard, California

PROJECT NAME
this drawing(s) not for construction without architect's stamp and original signature

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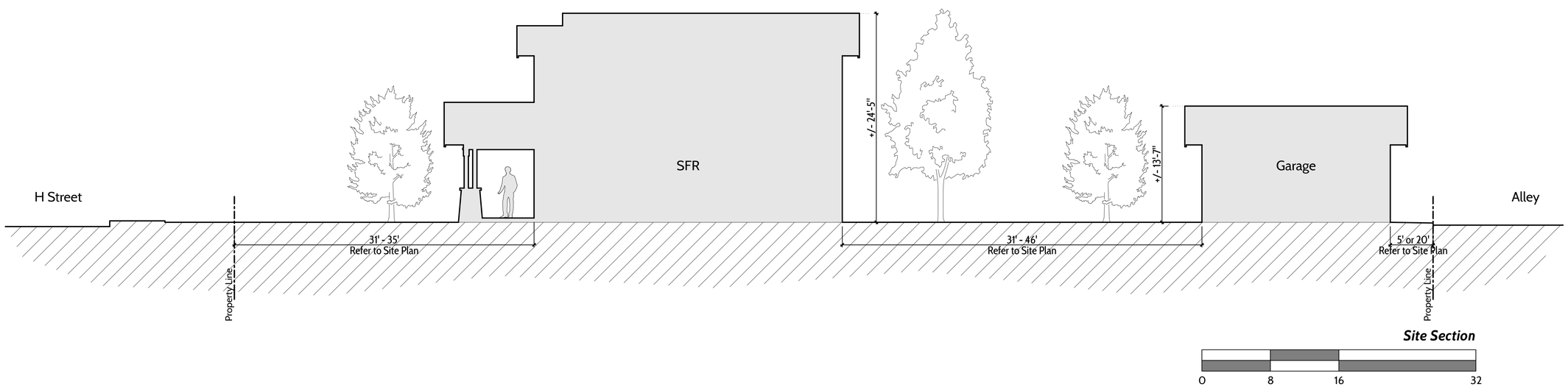
08/10/18	Initial Submittal

SHEET DATE	8/10/18
JOB No.	21708
DRAWN	NY

A.6

SHEET No.
SHEET TITLE
Garage Elevations



Site Section

Heritage Homes LLC

HERITAGE HOMES PROJECT

H Street & Palm Drive
City of Oxnard, California

DICECCO ARCHITECTURE INCORPORATED
887 PATRIOT DRIVE, SUITE C MOORPARK, CALIFORNIA 93021
805.552.0088
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PROJECT NAME

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08/10/18	Initial Submittal

SHEET DATE 8/10/18

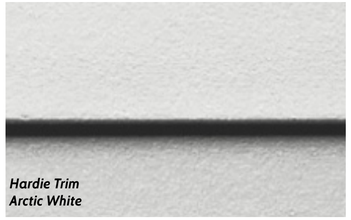
JOB No. 21708

DRAWN NY

SHEET No. **A.7**

SHEET TITLE Site Section

Roofing



Trim

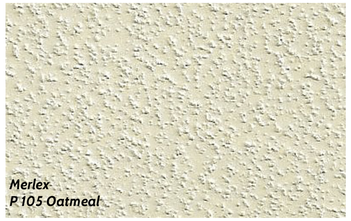
Windows

Siding 2

Doors

Siding 1

Garage Doors



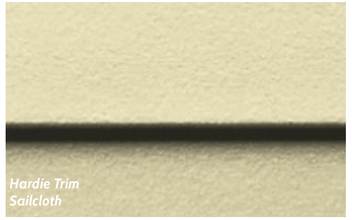
Stucco

Maxim Lighting
Coldwater Wall Lantern

Stone

Elevation C

Roofing



Trim

Windows

Siding 2

Doors

Siding 1

Garage Doors

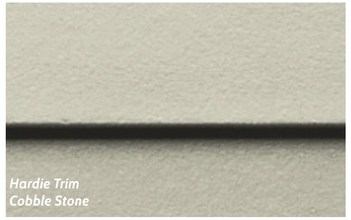
Stucco

Maxim Lighting
Inglenook Wall Sconce

Stone

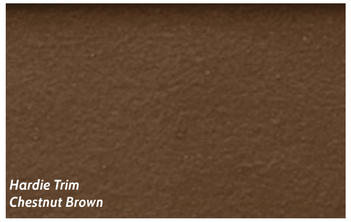
Elevation B

Roofing



Trim

Windows



Accent Trim

Doors

Siding

Garage Doors

Maxim Lighting
Coldwater Lantern

Stucco

Stone

Elevation A

Note: All Materials to be as noted, or equal.

DICECCO ARCHITECTURE INCORPORATED
887 PATRIOT DRIVE, SUITE C MOORPARK, CALIFORNIA 93021
805.552.0088
DICECCOARCH.COM

HERITAGE HOMES PROJECT

Heritage Homes LLC

H Street & Palm Drive
City of Oxnard, California

PROJECT NAME

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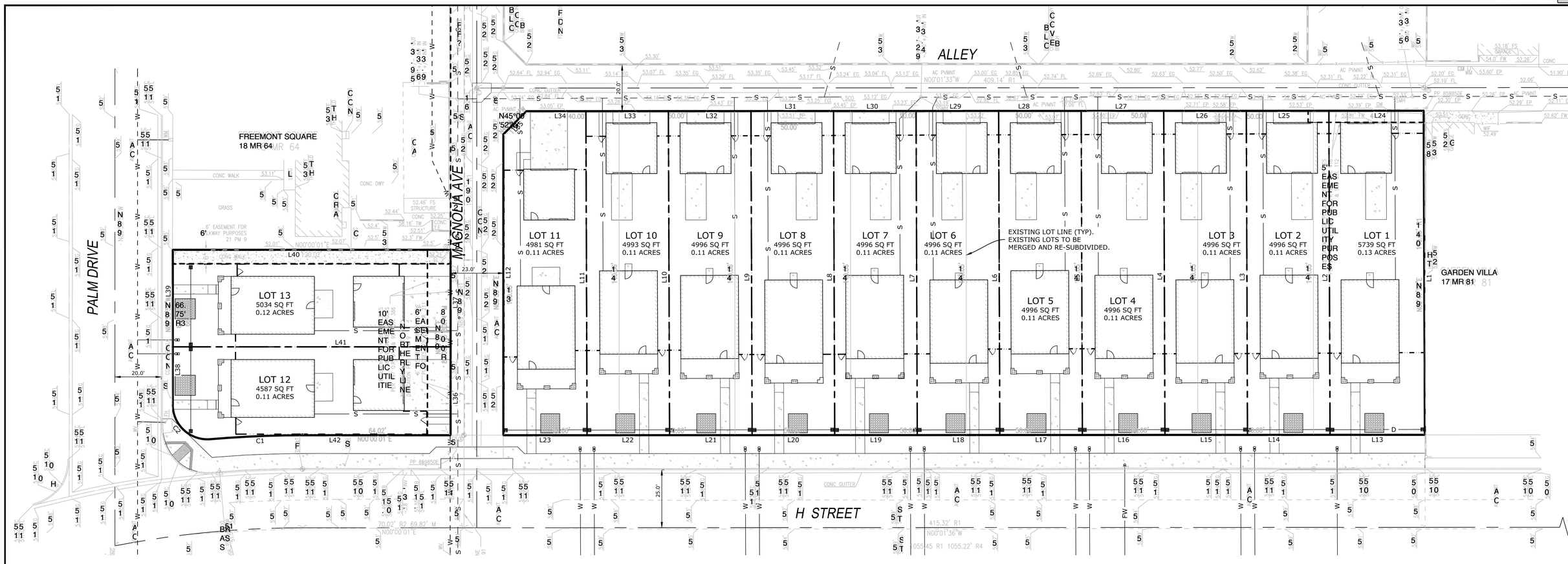
SHEET DATE 8/10/18
JOB No. 21708
DRAWN NY

SHEET No. A.8
SHEET TITLE Material Board



LEGEND

———	LOT LINE
———	STREET CENTER LINE
——— S ———	SEWER
——— W ———	WATER
——— FW ———	FIRE WATER
——— SD ———	STORM DRAIN
▒	UNDERGROUND GRAVEL INFILTRATION TRENCH

UTILITIES

WATER	CITY OF OXNARD
SEWER	CITY OF OXNARD
STORM DRAIN	CITY OF OXNARD/VCWPD
ELECTRIC	SOUTHERN CALIFORNIA EDISON
GAS	THE SOUTHERN CALIFORNIA GAS COMPANY (SEMPRA ENERGY)
TELEPHONE	VERIZON

GENERAL

OWNER / DEVELOPER	HERITAGE HOMES, LLC 451 WEST FIFTH STREET OXNARD, CA 93030 ATTN: HENRY CASILLAS (805) 385-3565
ARCHITECT	DI CECCO ARCHITECTURE INCORPORATED 887 PATRIOT DRIVE, SUITE C MOORPARK, CALIFORNIA 93021 ATTN: MARK DI CECCO (805) 552-0088
CIVIL ENGINEER	ENCOMPASS CONSULTANT GROUP, INC. 333 N. LANTANA ST, SUITE 287 CAMARILLO, CA 93010 ATTN: TRISTAN J. SANTOS, RCE 71473 (805) 416-1698
GEOTECHNICAL ENGINEER	WORKMAN ENGINEERING & CONSULTING 3639 HARBOR BOULEVARD - SUITE 116 VENTURA, CA 93001 ATTN: R. MARK WORKMAN JR, RCE 68557 (805) 302-9381

LOT/ZONING INFORMATION

ZONING	EXISTING:	SINGLE FAMILY RESIDENTIAL PLANNED DEVELOPMENT (R1PD)
	PROPOSED:	SINGLE FAMILY RESIDENTIAL
AREA	GROSS AREA: 1.49-ACRES	
FLOOD ZONE	"AREA OF MINIMAL FLOOD HAZARD" (ZONE X - NO SCREEN)	
LOTS		

LOT AREA TABLE

LOT	ACRES	SQUARE FEET
1	0.132	5738.93
2	0.115	4995.94
3	0.115	4995.96
4	0.115	4995.98
5	0.115	4996.00
6	0.115	4996.01
7	0.115	4996.03
8	0.115	4996.05
9	0.115	4996.07
10	0.115	4992.98
11	0.114	4981.14
12	0.105	4587.33
13	0.116	5033.96

LINE TABLE

LINE	LENGTH	DIRECTION
L1	140.05	N89° 47' 26"E
L2	140.05	N89° 47' 26"E
L3	140.05	N89° 47' 26"E
L4	140.05	N89° 47' 26"E
L5	140.05	N89° 47' 26"E
L6	140.06	N89° 47' 26"E
L7	140.06	N89° 47' 26"E
L8	140.06	N89° 47' 26"E
L9	140.06	N89° 47' 26"E
L10	140.06	N89° 47' 26"E
L11	140.06	N89° 47' 26"E
L12	130.06	N89° 59' 49"E
L13	40.98	N0° 01' 36"W
L14	35.67	N0° 01' 36"W
L15	35.67	N0° 01' 36"W
L16	35.67	N0° 01' 36"W
L17	35.67	N0° 01' 36"W
L18	35.67	N0° 01' 36"W
L19	35.67	N0° 01' 36"W
L20	35.67	N0° 01' 36"W

LINE TABLE

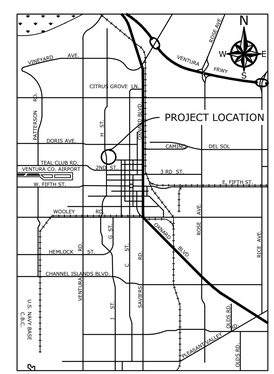
LINE	LENGTH	DIRECTION
L21	35.67	N0° 01' 36"W
L22	35.65	N0° 01' 36"W
L23	36.17	N0° 01' 36"W
L24	40.98	N0° 01' 33"W
L25	35.67	N0° 01' 33"W
L26	35.67	N0° 01' 33"W
L27	35.67	N0° 01' 33"W
L28	35.67	N0° 01' 33"W
L29	35.67	N0° 01' 33"W
L30	35.67	N0° 01' 33"W
L31	35.67	N0° 01' 33"W
L32	35.67	N0° 01' 33"W
L33	35.65	N0° 01' 33"W
L34	25.67	N0° 01' 33"W
L35	14.14	N45° 00' 52"W
L36	38.20	N89° 59' 49"E
L37	41.94	N89° 59' 49"E
L38	24.95	N89° 59' 59"W
L39	41.94	N89° 59' 59"W
L40	120.02	N0° 00' 01"E

LINE TABLE

LINE	LENGTH	DIRECTION
L41	120.02	N0° 00' 01"E
L42	64.02	N0° 00' 01"E

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C1	4°54'02"	465.00	39.77
C2	94°54'02"	15.00	24.84



VICINITY MAP

SCALE: NOT TO SCALE

LEGAL DESCRIPTION

APN / PARCEL ID(S): 202-0-030-615 THROUGH 685 AND 202-0-030-715

PARCEL 1:

LOTS 1 THROUGH 8, INCLUSIVE OF TRACT NO. 5000, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 129, PAGES 91 THROUGH 94 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT FROM LOT 8 ALL MINERALS AND OIL, GAS, ASPHALTUM AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND, BUT SAID EXCEPTION SHALL BE WITHOUT THE RIGHT TO ENTER UPON SAID LAND OR USE THE SURFACE FOR ANY PURPOSE, AS RESERVED BY JERRY F. SERRAS AND SALLEY SERRAS, IN DEED RECORDED OCTOBER 19, 1963, BOOK 2411, PAGE 365 OF OFFICIAL RECORDS.

PARCEL 2:

PARCEL C, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS SHOWN ON THAT CERTAIN MAP FILED IN BOOK 21, PAGE 9 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM A PORTION OF PARCEL C ALL MINERALS AND ALL OILS, GAS, ASPHALTUM AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND, BUT SAID EXCEPTION SHALL BE WITHOUT THE RIGHT TO ENTER UPON SAID LAND OR USE THE SURFACE FOR ANY PURPOSE, AS EXCEPTED BY THERESA C. HESS, IN DEED RECORDED JULY 25, 1963, BOOK 2361, PAGE 135 OF OFFICIAL RECORDS.

PREPARER'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

TRISTAN J. SANTOS, RCE 71473 DATE: 07/18/2018

SCALE: 1"=20'

0 20 40 60

REVISIONS

MARK	DATE	DESCRIPTION	BY

REVIEWED BY:

DATE

DATE

REGISTERED PROFESSIONAL ENGINEER TRISTAN J. SANTOS NO 71473 CIVIL STATE OF CALIFORNIA

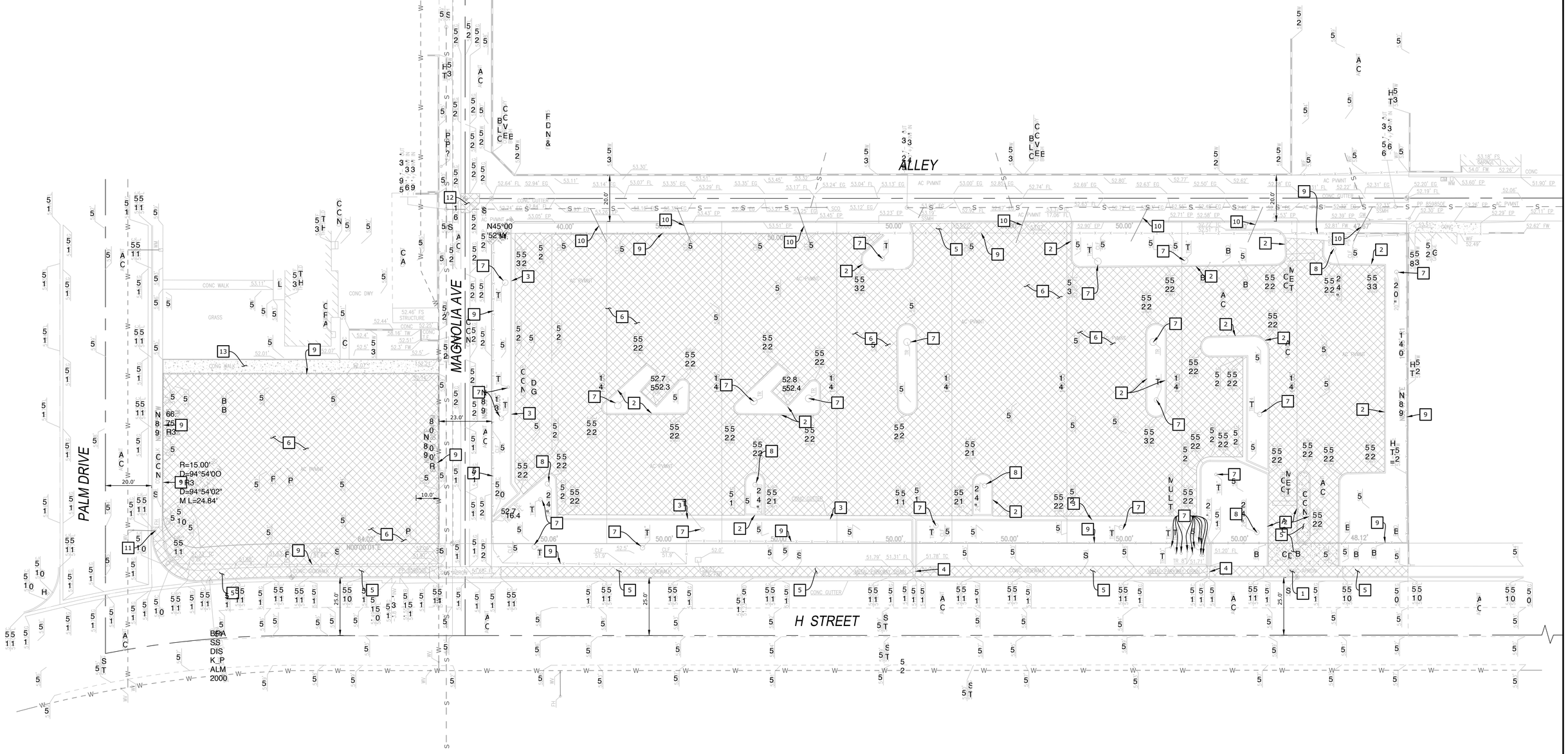
ECG Encompass Consultant Group
333 N. LANTANA ST, SUITE 287, CAMARILLO, CA 93010
PHONE: 805.322.4443 WEBSITE: WWW.ECGCIVIL.COM

TRISTAN J. SANTOS DATE: 07/18/18
PROJECT ENGINEER
R.C.E. 71473 12/31/19

HERITAGE HOMES PROJECT
TENTATIVE TRACT MAP NO. 6009
CITY OF OXNARD, CA

SCALE: HORIZ. 1" = 20' VERT. N/A
0158-TTM.DWG
WORK ORDER 0158
DRAWN BY:
CHECKED BY:
SHEET NO. 1 OF 1

DRAWING: n:\projects\0158\engineering\acad\improvements\0158-ttm.dwg



LEGEND

- PAVEMENT REMOVAL
- PROPERTY LINE
- PROPOSED SAWCUT LINE
- EXISTING SANITARY SEWER
- EXISTING DOMESTIC WATER

DEMOLITION NOTES

1. EXISTING DRIVEWAY TO BE REMOVED.
2. EXISTING CURB TO BE REMOVED.
3. EXISTING CURB AND GUTTER TO BE REMOVED.
4. EXISTING PARKWAY DRAIN TO BE REMOVED.
5. EXISTING CONCRETE TO BE REMOVED.
6. EXISTING ASPHALT CONCRETE TO BE REMOVED.
7. EXISTING TREE TO BE REMOVED.
8. EXISTING LIGHT POLE AND BASE TO BE REMOVED.
9. EXISTING FENCE TO BE REMOVED.
10. EXISTING SEWER LATERAL TO BE REMOVED.
11. EXISTING FIRE HYDRANT TO BE PROTECTED IN PLACE.
12. EXISTING ASPHALT CONCRETE AND GUTTER TO BE REMOVED.
13. EXISTING CONCRETE WALKWAY TO BE PROTECTED IN PLACE.

N E S W

SCALE: 1"=20'

0 20 40 60

REVISIONS

MARK	DATE	DESCRIPTION	BY

REVIEWED BY:

DATE

DATE

REGISTERED PROFESSIONAL ENGINEER
TRISTAN J. SANTOS
NO 71473
CIVIL
STATE OF CALIFORNIA

ECG
Encompass Consultant Group
333 N. LANTANA ST, SUITE 287, CAMARILLO, CA 93010
PHONE: 805.322.4443 WEBSITE: WWW.ECGCIVIL.COM

TRISTAN J. SANTOS
PROJECT ENGINEER
R.C.E. 71473
DATE: 07/18/18

HERITAGE HOMES PROJECT
TENTATIVE TRACT MAP NO. 6009
DEMOLITION PLAN
CITY OF OXNARD, CA

SCALE: HORIZ. 1" = 20' VERT. N/A
0158-GD.DWG
WORK ORDER 0158
DRAWN BY:
CHECKED BY:
SHEET NO. 1 OF 5

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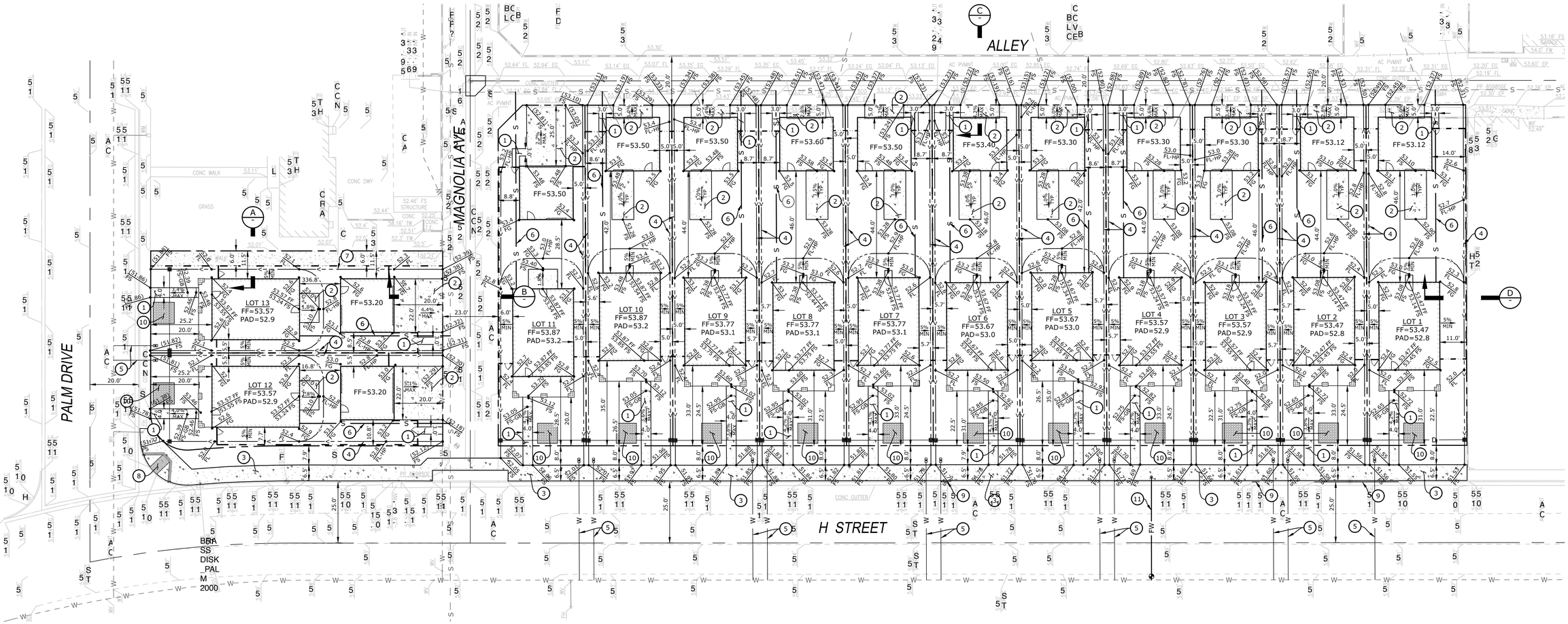
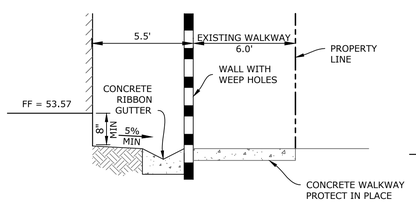
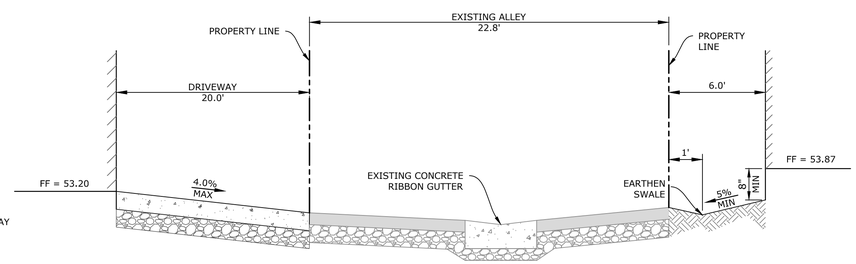




DETAIL NOTES:

1. SEPARATE BUILDING AND SAFETY PERMITS ARE REQUIRED FOR WALL.

SECTION "A" (A)
NOT TO SCALE



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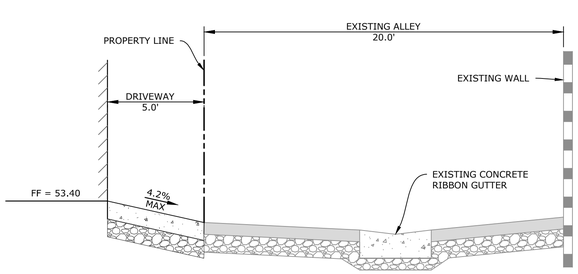

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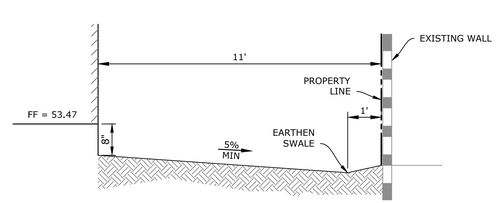
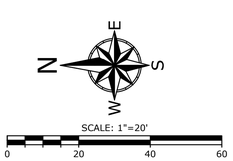


SECTION "D" (D)
NOT TO SCALE

LEGEND

	CONCRETE PAVEMENT
	PROPOSED EARTHEN SWALE
	PROPERTY LINE
— S —	EXISTING SANITARY SEWER
S	PROPOSED SANITARY SEWER
— W —	EXISTING DOMESTIC WATER
	PROPOSED FENCE LINE
M	PROPOSED DOMESTIC WATER SERVICE



CONSTRUCTION NOTES

1. CONSTRUCT CONCRETE WALKWAY. REFER TO PLANS FOR WIDTH.
2. CONSTRUCT CONCRETE PAVEMENT.
3. CONSTRUCT CONCRETE SIDEWALK PER COX STD. PLATES 112 AND 113.
4. CONSTRUCT EARTHEN SWALE WITH LONGITUDINAL SLOPE OF 0.010 FT/FT (MIN).
5. CONSTRUCT DOMESTIC WATER SERVICE INSTALLATION PER COX STD. PLATE 304, DETAIL "A".
6. CONSTRUCT SANITARY SEWER HOUSE CONNECTION PER COX STD. PLATE 405.
7. CONSTRUCT CONCRETE RIBBON GUTTER.
8. CONSTRUCT CURB RAMP PER COX STD. PLATE 110, CASE A, TYPE 3.
9. CONSTRUCT CURB & GUTTER PER COX STD. PLATE 111, TYPE A2-6.
10. CONSTRUCT UNDERGROUND GRAVEL INFILTRATION TRENCH PER INF-2 OF THE COUNTY TECHNICAL GUIDANCE MANUAL.
11. CONSTRUCT FIRE HYDRANT PER COX STD. PLATE 300.

REVISIONS

MARK	DATE	DESCRIPTION	BY

REVIEWED BY:
DATE
DATE

REGISTERED PROFESSIONAL ENGINEER TRISTAN J. SANTOS NO 71473 CIVIL STATE OF CALIFORNIA

ECG Encompass Consultant Group
333 N. LANTANA ST, SUITE 287, CAMARILLO, CA 93010
PHONE: 805.322.4443 WEBSITE: WWW.ECGCIVIL.COM

TRISTAN J. SANTOS
PROJECT ENGINEER
R.C.E. 71473
DATE: 07/18/18

HERITAGE HOMES PROJECT
TENTATIVE TRACT MAP NO. 6009
GRADING PLAN
CITY OF OXNARD, CA

SCALE: HORIZ. 1" = 20' VERT. N/A
0158-GD.DWG
WORK ORDER 0158
DRAWN BY:
CHECKED BY:
SHEET NO. 2 OF 5

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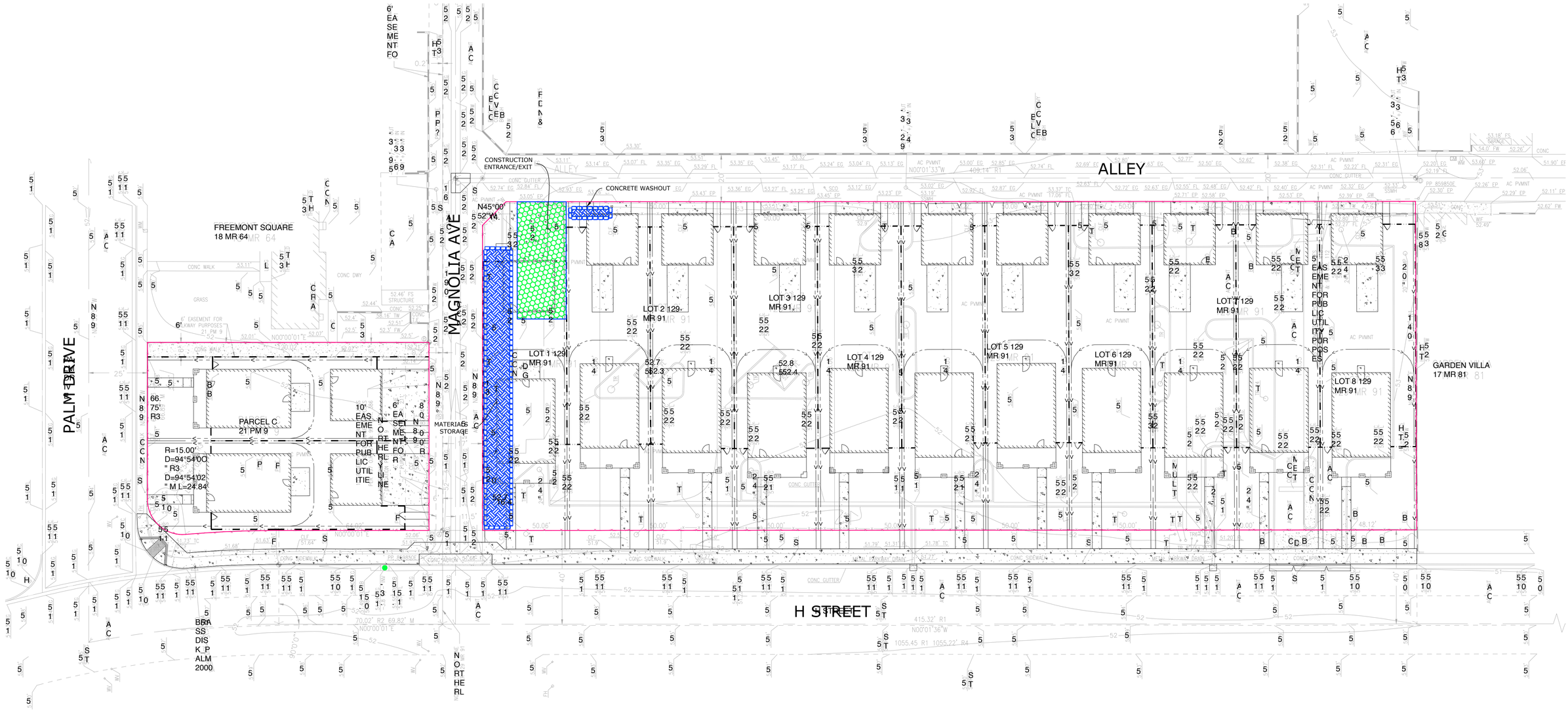


BEST MANAGEMENT PRACTICES (BMP'S) GENERAL NOTES

1. BMP'S REFERENCED ARE FROM THE CALIFORNIA STORM WATER BEST MANAGEMENT PRACTICE HANDBOOKS (CONSTRUCTION), JANUARY 2015.
2. CONTRACTOR TO IMPLEMENT STREET SWEEPING AND VACUUMING, BMP SE-7, TO THE SATISFACTION OF THE RESIDENT INSPECTOR AS CONDITIONS WARRANT.
3. CONTRACTOR TO IMPLEMENT WIND EROSION CONTROL, BMP WE-1, TO PREVENT OR ALLEVIATE DUST NUISANCE GENERATED DURING CONSTRUCTION ACTIVITIES.
4. BMP'S NOT INDICATED ON THIS PLAN MAY BE IMPLEMENTED AS DEEMED NECESSARY BY THE RESIDENT INSPECTOR.
5. THE LOCATION AND DESIGN OF ALL EROSION CONTROL MEASURES SHOWN ON THESE PLANS ARE TENTATIVE ONLY AND SUBJECT TO REVISIONS AS DETERMINED BY THE RESIDENT INSPECTOR OR THE CITY ENGINEER. ACTUAL EROSION CONTROL SHALL BE INSTALLED TO THE SATISFACTION OF THE RESIDENT INSPECTOR AS CONDITIONS WARRANT. SILT, DEBRIS AND MUD SHALL BE PROMPTLY REMOVED FROM ALL EROSION CONTROL STRUCTURES AFTER EACH RAIN TO THE SATISFACTION OF THE RESIDENT INSPECTOR. THE CITY MAY CONDUCT REGULAR SITE INSPECTIONS TO ASSESS CHANGING CONDITIONS AND DETERMINE THE NECESSITY OF ADDITIONAL EROSION CONTROL MEASURES.

LEGEND

INDICATES CONSTRUCTION ENTRANCE TO BE PROTECTED PER BMPS TC-1 AND TC-3.

INDICATES AREA ON SITE TO BE USED FOR MATERIALS STORAGE AND WASHOUT AREA PER BMPS WM-1, WM-3, WM-8, WM-9, NS-8, AND NS-9.

INDICATES SILT FENCE PROTECTION PER BMP SE-1.

INDICATES GRAVEL BAG PROTECTION PER BMP SE-6.

INDICATES INLET PROTECTION PER BMP SE-10 AND THE CATCH BASIN/INLET PROTECTION.

Know what's **below.** **Call** before you dig.

DIAL TOLL FREE
811
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

N E S W

SCALE: 1"=20'
0 20 40 60

REVISIONS

MARK	DATE	DESCRIPTION	BY

REVIEWED BY:
DATE
DATE

REGISTERED PROFESSIONAL ENGINEER TRISTAN J. SANTOS NO 71473 CIVIL STATE OF CALIFORNIA

ECG Encompass Consultant Group
333 N. LANTANA ST, SUITE 287, CAMARILLO, CA 93010
PHONE: 805.322.4443 WEBSITE: WWW.ECGCIVIL.COM

TRISTAN J. SANTOS
PROJECT ENGINEER
R.C.E. 71476
DATE: 07/18/18
12/31/19

HERITAGE HOMES PROJECT
TENTATIVE TRACT MAP NO. 6009
EROSION CONTROL PLAN
CITY OF OXNARD, CA

SCALE: HORIZ. 1"=20' VERT. N/A
0158-ECP.DWG
WORK ORDER 0158
DRAWN BY:
CHECKED BY:
SHEET NO. 3 OF 5

DRAWING: n:\projects\0158\engineering\acad\improvements\0158-ecp.dwg

GENERAL NOTES (EROSION CONTROL PLAN)

1. CONSTRUCTION SITES SHALL BE MAINTAINED IN SUCH A CONDITION THAT AN ANTICIPATED STORM OR CONSTRUCTION ACTIVITY DOES NOT CARRY WASTES OR POLLUTANTS OFF THE SITE.
2. DISCHARGES OF MATERIALS OTHER THAN STORM WATER ARE ALLOWED ONLY WHEN NECESSARY FOR PERFORMANCE AND COMPLETION OF CONSTRUCTION PRACTICES AND WHERE THEY DO NOT: CAUSE OR CONTRIBUTE TO A VIOLATION OF ANY WATER QUALITY STANDARD; CAUSE OR THREATEN TO CAUSE POLLUTION, CONTAMINATION, OR NUISANCE; OR CONTAIN A HAZARDOUS SUBSTANCE IN A QUANTITY REPORTABLE UNDER FEDERAL REGULATIONS 40 CFR PARTS 117 & 302.
3. POTENTIAL POLLUTANTS INCLUDE BUT ARE NOT LIMITED TO: SOLID OR LIQUID CHEMICAL SPILLS: WASTES FROM PAINTS, STAINS, SEALANTS, GLUES, LIMES, PESTICIDES, HERBICIDES, WOOD PRESERVATIVES AND SOLVENTS; ASBESTOS, FIBERS, PAINT FLAKES OR STUCCO FRAGMENTS; FUELS, OILS, LUBRICANTS, AND HYDRAULIC, RADIATOR OR BATTERY FLUIDS; FERTILIZERS, VEHICLE/EQUIPMENT WASH WATER AND CONCRETE WASH WATER; CONCRETE, DETERGENT OR FLOATABLE WASTES; WASTES FROM ANY ENGINE/EQUIPMENT STEAM CLEANING OR CHEMICAL DEGREASING; AND SUPERCHLORINATED POTABLE WATER LINE FLUSHINGS.
4. DURING CONSTRUCTION, DISPOSAL OF SUCH MATERIALS SHOULD OCCUR IN A SPECIFIED AND CONTROLLED TEMPORARY AREA ON-SITE, PHYSICALLY SEPARATED FROM POTENTIAL STORM WATER RUN-OFF, WITH ULTIMATE DISPOSAL IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL REQUIREMENTS.
5. DEWATERING OF CONTAMINATED GROUNDWATER, OR DISCHARGING CONTAMINATED SOILS VIA SURFACE EROSION, IS PROHIBITED. DEWATERING OF NON-CONTAMINATED GROUNDWATER REQUIRES A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT FROM THE RESPECTIVE STATE OF WATER QUALITY CONTROL BOARD.
6. ALL ACTIVITIES WILL CONFORM TO BEST MANAGEMENT PRACTICES (BMPs) ORDER NO. 2009-0009-DWQ AND CALIFORNIA STORM WATER BEST MANAGEMENT PRACTICES HANDBOOK.
7. THE PROJECT CONSERVATION PLANS WILL INCORPORATE BEST MANAGEMENT PRACTICE (BMP'S) APPLICABLE TO THE DEVELOPMENT TO THE REVIEW AND SATISFACTION OF THE CITY ENGINEER. BMP'S FOR THIS PROJECT WILL INCLUDE (BUT ARE NOT LIMITED TO THE FOLLOWING):
   - A. ALL AREAS SHALL BE MAINTAINED FREE OF LITTER AND DEBRIS TO PREVENT THE ACCUMULATION OF LITTER AND DEBRIS FROM ENTERING THE STORM DRAIN OR BEING BLOWN OFF THE SITE. NO CLEANING AGENT OR OTHER POLLUTANT SHALL BE DISCHARGED INTO THE STORM DRAIN SYSTEM. IF ANY CLEANING AGENT OR DEGREASER IS USED, WASH WATER SHALL NOT BE DISCHARGED TO THE STORM DRAIN OR DISCARDED ON SITE. WASH WATER SHALL BE COLLECTED BY VACUUM OR OTHER SUCH APPROPRIATE METHOD AND DISCARDED AT AN APPROVED DISPOSAL LOCATION.
   - B. ALL STORM DRAINS SHALL BE CLEANED, USING APPROPRIATE METHODS AND TO THE SATISFACTION OF THE CITY ENGINEER PRIOR TO ACCEPTANCE.
8. THE FOLLOWING BMPs FROM THE CALIFORNIA STORMWATER QUALITY ASSOCIATION - STORMWATER BEST MANAGEMENT PRACTICE HANDBOOK (CONSTRUCTION), JANUARY 2015, MUST BE IMPLEMENTED FOR ALL CONSTRUCTION ACTIVITIES AS APPLICABLE:

TEMPORARY SOIL STABILIZATION

EC1	-	SCHEDULING
EC2	-	PRESERVATION OF EXISTING VEGETATION
EC3	-	HYDRAULIC MULCH
EC4	-	HYDROSEEDING
EC5	-	SOIL BINDERS
EC6	-	STRAW MULCH
EC7	-	GEOTEXTILES & MATS
EC8	-	WOOD MULCHING
EC9	-	EARTH DIKES & DRAINAGE SWALES
EC10	-	VELOCITY DISSIPATION DEVICES
EC11	-	SLOPE DRAINS
EC12	-	STREAM BANK STABILIZATION
EC14	-	COMPOST BLANKET
EC15	-	SOIL PREPARATION / ROUGHENING
EC16	-	NON-VEGETATION STABILIZATION

TEMPORARY SEDIMENT CONTROL

SE1	-	SILT FENCE
SE2	-	SEDIMENT BASIN
SE3	-	SEDIMENT TRAP
SE4	-	CHECK DAM
SE5	-	FIBER ROLLS
SE6	-	GRAVEL BAG BERM
SE7	-	STREET SWEEPING AND VACUUMING
SE8	-	SANDBAG BARRIER
SE9	-	STRAW BALE BARRIER
SE10	-	STORM DRAIN INLET PROTECTION
SE11	-	ACTIVE TREATMENT SYSTEM
SE12	-	TEMPORARY SILT DIKE
SE13	-	COMPOST SOCKS AND BERMS
SE14	-	BIOFILTER BAGS

WIND EROSION CONTROL

WE1	-	WIND EROSION CONTROL

TRACKING CONTROL

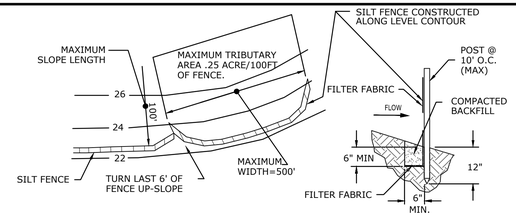
TC1	-	STABILIZED CONSTRUCTION ENTRANCE/EXIT
TC2	-	STABILIZED CONSTRUCTION ROADWAY
TC3	-	ENTRANCE/EXIT TIRE WASH

NON-STORMWATER MANAGEMENT

NS1	-	WATER CONSERVATION PRACTICES
NS2	-	DEWATERING OPERATIONS
NS3	-	PAVING AND GRINDING OPERATIONS
NS4	-	TEMPORARY STREAM CROSSING
NS5	-	CLEAR WATER DIVERSION
NS6	-	ILLICIT CONNECTION/ILLEGAL DISCHARGE
NS7	-	POTABLE WATER/IRRIGATION
NS8	-	VEHICLE AND EQUIPMENT CLEANING
NS9	-	VEHICLE AND EQUIPMENT FUELING
NS10	-	VEHICLE AND EQUIPMENT MAINTENANCE
NS11	-	PILE DRIVING OPERATIONS
NS12	-	CONCRETE CURING
NS13	-	CONCRETE FINISHING
NS14	-	MATERIAL AND EQUIPMENT USE OVER WATER STRUCTURE
NS15	-	DEMOLITION/REMOVAL OVER OR ADJACENT TO WATER
NS16	-	TEMPORARY BATCH PLANTS

WASTE MANAGEMENT AND MATERIALS POLLUTION CONTROL

WM1	-	MATERIAL DELIVERY AND STORAGE
WM2	-	MATERIAL USE
WM3	-	STOCKPILE MANAGEMENT
WM4	-	SPILL PREVENTION AND CONTROL
WM5	-	SOLID WASTE MANAGEMENT
WM6	-	HAZARDOUS WASTE MANAGEMENT
WM7	-	CONTAMINATED SOIL MANAGEMENT
WM8	-	CONCRETE WASTE MANAGEMENT
WM9	-	SANITARY/SEPTIC WASTE MANAGEMENT
WM10	-	LIQUID WASTE MANAGEMENT

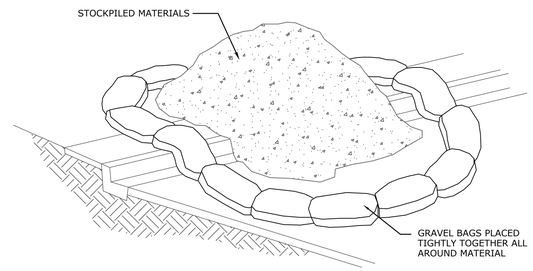


NOTES:

1. CONSTRUCT THE SILT FENCE ALONG A LEVEL CONTOUR.
2. SILT FENCES SHALL REMAIN IN PLACE UNTIL THE DISTURBED AREA IS PERMANENTLY STABILIZED.
3. PROVIDE SUFFICIENT ROOM FOR RUNOFF TO POND BEHIND THE FENCE AND ALLOW SEDIMENT REMOVAL EQUIPMENT TO PASS BETWEEN THE SILT FENCE AND TOE OF SLOPE OR OTHER OBSTRUCTIONS. ABOUT 1200 SQ. FT. OF PONDING AREA SHALL BE PROVIDED FOR EVERY ACRE DRAINING TO THE FENCE.
4. TURN THE ENDS OF THE FILTER FENCE UPHILL TO PREVENT STORMWATER FROM FLOWING AROUND THE FENCE.
5. LEAVE AN UNDISTURBED OR STABILIZED AREA IMMEDIATELY DOWNSLOPE FROM THE FENCE.
6. DO NOT PLACE IN LIVE STREAM OR INTERMITTENTLY FLOWING CHANNELS.
7. WHEN STANDARD FILTER FABRIC IS USED, A WIRE MESH SUPPORT FENCE SHALL BE FASTENED SECURELY TO THE UPSLOPE SIDE OF THE POSTS USING HEAVY-DUTY WIRE STAPLES AT LEAST 1 INCH LONG, TIE WIRES OR HOG RINGS.

SILT FENCE

SCALE: N.T.S.

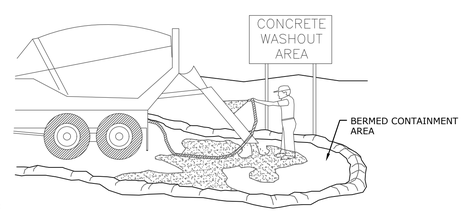


NOTES:

1. DIRT AND OTHER CONSTRUCTION RELATED MATERIALS PLACED IN THE STREET OR ON OTHER IMPERVIOUS SURFACES MUST BE CONTAINED WITH GRAVEL BAGS OR OTHER MEASURES TO PREVENT TRANSPORT TO THE STORMDRAIN SYSTEM.
2. ANY CONSTRUCTION MATERIAL STORED OR STOCKPILED ON-SITE SHALL BE PROTECTED FROM BEING TRANSPORTED BY THE FORCE OF WIND OR WATER.
3. REFER TO CALIFORNIA STORMWATER BMP HANDBOOK (CONSTRUCTION), BMP WM-1 AND WM-3.

MATERIAL STORAGE

SCALE: N.T.S.

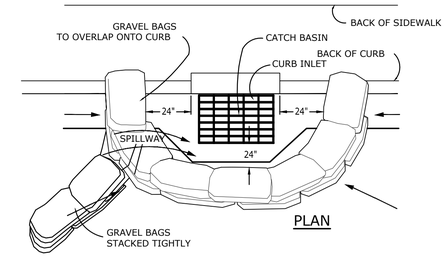


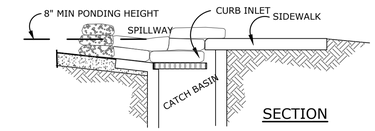
NOTES:

1. EXCESS AND WASTE CONCRETE SHALL NOT BE WASHED INTO THE STREET OR INTO A DRAINAGE SYSTEM.
2. FOR WASHOUT OF CONCRETE AND MORTAR PRODUCTS, A DESIGNATED CONTAINMENT FACILITY OF SUFFICIENT CAPACITY TO RETAIN LIQUID AND SOLID WASTE SHALL BE PROVIDED ON SITE.
3. SLURRY FROM CONCRETE AND ASPHALT SAW CUTTING SHALL BE VACUUMED OR CONTAINED, DRIED, PICKED UP AND DISPOSED OF PROPERLY.
4. CONCRETE WASHOUT AREA SHALL BE LINED WITH A MINIMUM 10 MIL. POLYETHYLENE SHEETING.
5. REFER TO CALIFORNIA STORMWATER BMP HANDBOOK (CONSTRUCTION), BMP WM-8.

CONCRETE WASTE MANAGEMENT

SCALE: N.T.S.



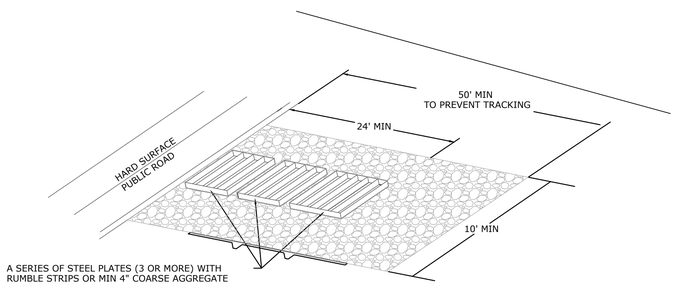


NOTES:

1. CATCH BASIN/INLET PROTECTION SHALL BE INSTALLED WHEREVER THERE IS A POTENTIAL OF STORMWATER OR NON-STORMWATER BEING DISCHARGED INTO IT.
2. INLET PROTECTION IS REQUIRED ALONG WITH OTHER POLLUTION PREVENTION MEASURES SUCH AS EROSION CONTROL, SOIL STABILIZATION, AND MEASURES TO PREVENT TRACKING ONTO PAVED SURFACES.
3. MODIFY INLET PROTECTION AS NEEDED TO AVOID CREATING TRAFFIC HAZARDS.
4. INCLUDE INLET PROTECTION MEASURES AT HILLSIDE V-DITCHES AND MISC. DRAINAGE SWALES.
5. INLET PROTECTION SHALL BE INSPECTED AND ACCUMULATED SEDIMENTS REMOVED. SEDIMENT SHALL BE DISPOSED OF PROPERLY AND IN A MANNER THAT ASSURES THAT THE SEDIMENT DOES NOT ENTER THE STORM DRAIN SYSTEM.
6. DAMAGED BAGS SHALL BE REPLACED IMMEDIATELY.
7. ADDITIONAL GRAVELBAG SEDIMENT TRAPS SHALL BE PLACED AT INTERVALS AS INDICATED ON SITE PLAN.
8. REFER TO CALIFORNIA STORMWATER BMP HANDBOOK (CONSTRUCTION), BMPS SE-6 AND SE-10.

CATCH BASIN/INLET PROTECTION

SCALE: N.T.S.



NOTES:

1. SEDIMENTS AND OTHER MATERIALS SHALL NOT BE TRACKED FROM THE SITE BY VEHICLE TRAFFIC. THE CONSTRUCTION ENTRANCE ROADWAYS SHALL BE STABILIZED SO AS TO PREVENT SEDIMENTS FROM BEING DEPOSITED INTO THE PUBLIC ROADS. DEPOSITIONS MUST BE SWEPT UP IMMEDIATELY AND MAY NOT BE WASHED DOWN BY RAIN OR OTHER MEANS INTO THE STORM DRAIN SYSTEM.
2. STABILIZED CONSTRUCTION ENTRANCE SHALL BE:
   - A. LOCATED AT ANY POINT WHERE TRAFFIC WILL BE ENTERING OR LEAVING A CONSTRUCTION SITE TO OR FROM A PUBLIC RIGHT OF WAY, STREET, ALLEY, AND SIDEWALK OR PARKING AREA.
   - B. A SERIES OF STEEL PLATES WITH "RUMBLE STRIPS", AND/OR MIN 4" COARSE AGGREGATE WITH LENGTH, WIDTH & THICKNESS AS NEEDED TO ADEQUATELY PREVENT ANY TRACKING ONTO PAVED SURFACES.
3. ADDING A WASH RACK WITH A SEDIMENT TRAP LARGE ENOUGH TO COLLECT ALL WASH WATER CAN GREATLY IMPROVE EFFICIENCY.
4. ALL VEHICLES ACCESSING THE CONSTRUCTION SITE SHALL UTILIZE THE STABILIZED CONSTRUCTION ENTRANCE SITES.
5. REFER TO CALIFORNIA STORMWATER BMP HANDBOOK (CONSTRUCTION), BMP TC-1 AND TC-3.

STREET MAINTENANCE

NOTES:

1. REMOVE ALL SEDIMENT DEPOSITED ON PAVED ROADWAYS IMMEDIATELY.
2. SWEEP PAVED AREAS THAT RECEIVE CONSTRUCTION TRAFFIC WHENEVER SEDIMENT BECOMES VISIBLE.
3. PAVEMENT WASHING WITH WATER IS PROHIBITED IF IT RESULTS IN A DISCHARGE TO THE STORM DRAIN SYSTEM.
4. REFER TO CALIFORNIA STORMWATER BMP HANDBOOK (CONSTRUCTION), BMP SE-7.

STABILIZED CONSTRUCTION ENTRANCE/EXIT

SCALE: N.T.S.

811 Know what's below. Call before you dig.

DIAL TOLL FREE 811 AT LEAST TWO DAYS BEFORE YOU DIG

UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

REVISIONS

MARK	DATE	DESCRIPTION	BY

REVIEWED BY:

DATE

DATE

REGISTERED PROFESSIONAL ENGINEER TRISTAN J. SANTOS NO 71473 CIVIL STATE OF CALIFORNIA

ECG Encompass Consultant Group
333 N. LANTANA ST, SUITE 287, CAMARILLO, CA 93010
PHONE: 805.322.4443 WEBSITE: WWW.ECGCIVIL.COM

TRISTAN J . SANTOS DATE: 07/18/18
PROJECT ENGINEER
R.C.E. 71476 12/31/19

HERITAGE HOMES PROJECT
TENTATIVE TRACT MAP NO. 6009
EROSION CONTROL PLAN
CITY OF OXNARD, CA

SCALE: HORIZ. VERT.
0158-ECP.DWG
WORK ORDER 0158
DRAWN BY:
CHECKED BY:
SHEET NO. 4 OF 5

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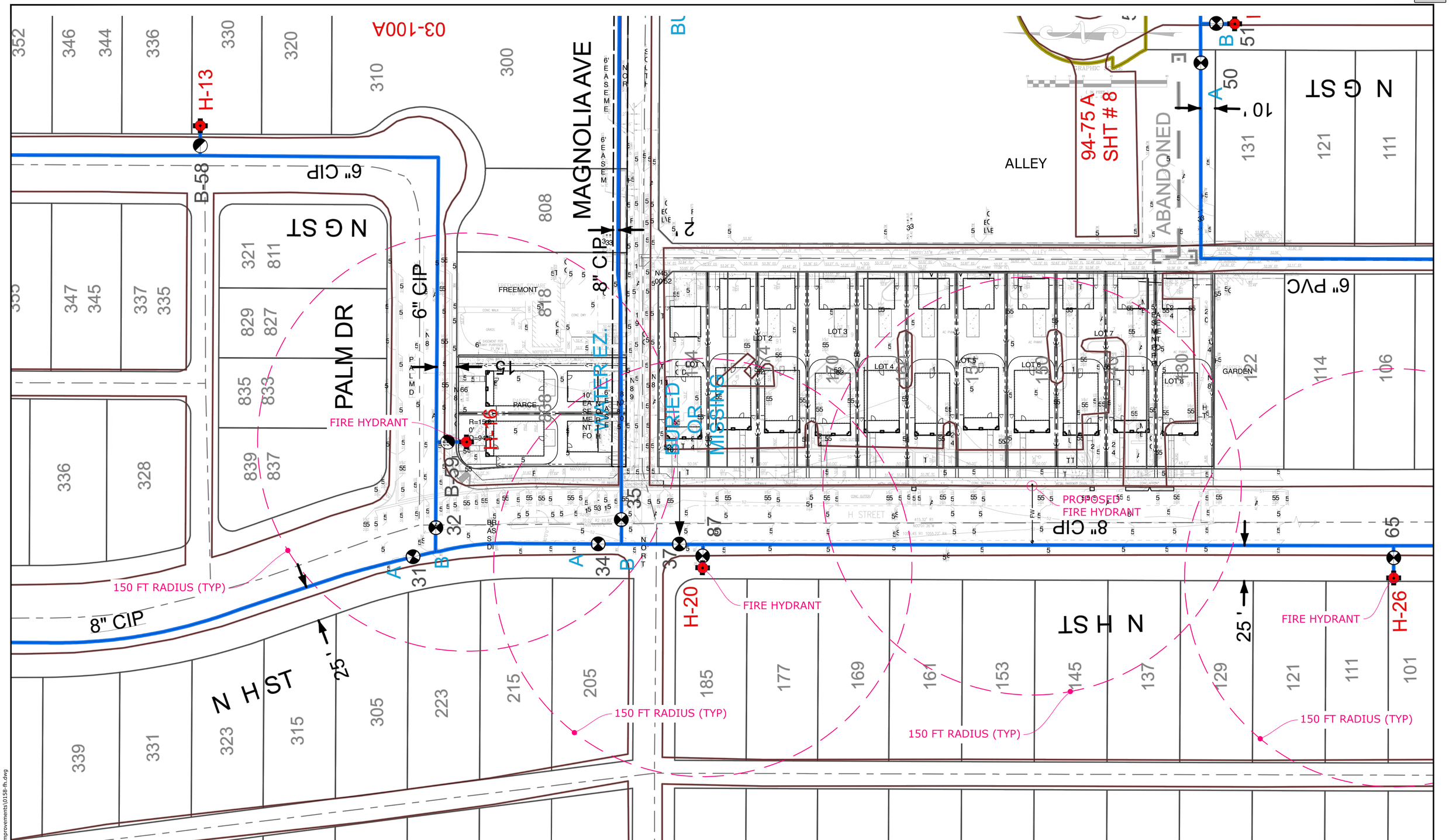

SCALE: 1"=30'

0 30 60 90

REVISIONS			
MARK	DATE	DESCRIPTION	BY

REVIEWED BY:

DATE

DATE

REGISTERED PROFESSIONAL ENGINEER
TRISTAN J. SANTOS
NO 71473
CIVIL
STATE OF CALIFORNIA

ECG
Encompass Consultant Group
333 N. LANTANA ST, SUITE 287, CAMARILLO, CA 93010
PHONE: 805.322.4443 WEBSITE: WWW.ECGCIVIL.COM

TRISTAN J. SANTOS
PROJECT ENGINEER
R.C.E. 71476

DATE: 07/18/18
12/31/19

HERITAGE HOMES PROJECT
TENTATIVE TRACT MAP NO. 6009
FIRE HYDRANT EXHIBIT
CITY OF OXNARD, CA

SCALE: HORIZ. 1"=30' VERT. N/A
0158-FH.DWG
WORK ORDER 0158
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SHEET NO. 5 OF 5

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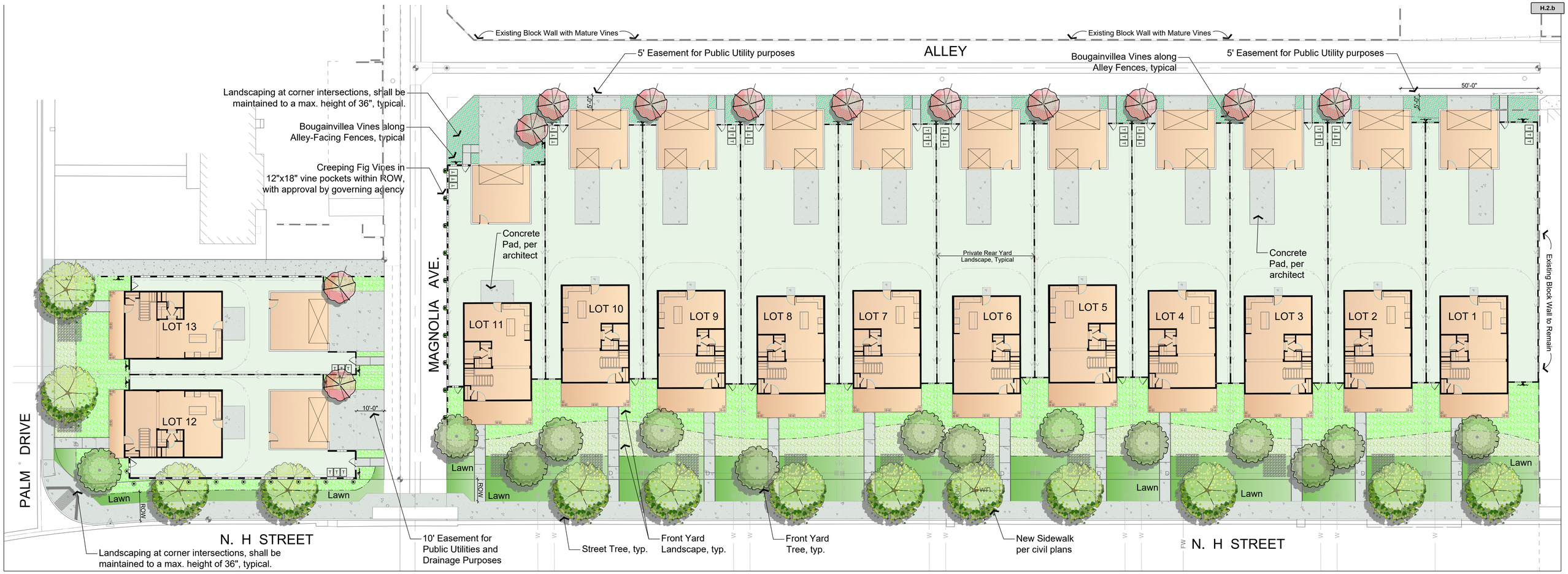


CONCEPT SHRUBS/GROUND COVERS

		WUCOLS
Agave attenuata 'Nova' / Blue Clone	5 gal	LOW
Agave x 'Mateo' / Matthew's Agave	5 gal	LOW
Artemisia x 'Powis Castle' / Powis Castle Artemisia	5 gal	LOW
Bougainvillea species / Bougainvillea	5 gal	LOW
Callistemon citrinus 'Little John' / Dwarf Bottle Brush	5 gal	LOW
Carissa macrocarpa species / Natal Plum	5 gal	LOW
Correa x 'Ray's Tangerine' / Australian Fuchsia	5 gal	LOW
Dianella revoluta 'Little Rev' / Little Rev Flax Lily	5 gal	LOW
Dietes bicolor / Fortnight Lily	5 gal	LOW
Echevera species / Echevera	5 gal	LOW
Geranium incanum / Cranesbill, Carpet Geranium	1 gal	LOW
Lantana species / Lantana	5 gal	LOW
Limonium perezii / Sea Lavender	1 gal	LOW
Lippia nodiflora 'Kurapia' / Lippia	sod	LOW
Kalanchoe luciae / Paddle Plant	5 gal	LOW
Nassella tenuissima / Mexican Feather Grass	1 gal	LOW
Phormium tenax `Firebird` / Fire Bird Flax	5 gal	MOD
Polygala species / Sweet Pea Shrub	5 gal	LOW
Rhaphiolepis umbellata `Minor` / Yedda Hawthorn	5 gal	LOW
Rosmarinus officinalis `Tuscan Blue` / Tuscan Blue Rosemary	5 gal	LOW

CONCEPT TREE LIST

Tree selections shall be coordinated with Public Works

STREET TREE
CONTAINER: 36" box
To be selected by governing agency

Front Yard TREE
CONTAINER: 24" box
Cassia leptophylla, Gold Medallion Tree
Chitalpa tashkentensis, Chitalpa
Tabebuia chrysotricha, Golden Trumpet Tree

Alley TREE
CONTAINER: 24" box
Pyrus calleryana 'Capital' / Capital Callery Pear
Stenocarpus sinuatus, Firewheel Tree
Tristania laurina 'Elegant', Small-Leafed Tristania

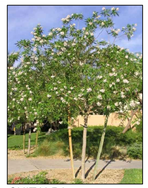
Alley Vines
CONTAINER: 15 gallon
Bougainvillea 'San Diego Red' / San Diego Red Bougainvillea Vine

CMU Block Wall Vines
CONTAINER: 15 gallon
Ficus pumila / Creeping Fig

Note:
At the time of landscape 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 the site and shall refer to them by number as identified in the Arborist's Tree Report. The Tree Tabulation Chart shall clearly list all tress which are to remain, be removed or be transplanted. The chart shall contain the arborist's economic appraisal value of all trees to be removed as well as a computation showing how the removed tree value was put back into new tree sizes for the project. The new tree sizes for the project shall be in addition to meeting the minimum tree size of 24" box.

FRONT YARD TREES

CASSIA LEPTOPHYLLA


CHITALPA TASHKENTENSIS

TABEBUIA CHRYSOTRICHA

ALLEY TREES

PYRUS CALLERYANA 'CAPITAL'

STENOCARPUS SINUATUS

TRISTANIA LAURINA 'ELEGANT'

MATERIALS KEY

		WUCOLS
	Private Yard Interior Landscape	-
	Rear Alley Facing Landscape	MOD-Mix
	Front Yard Landscape	LOW
	Lawn Substitute Lippia nodiflora `Kurapia`	LOW
	Lawn	HIGH
	6' High Wood Fence & Gate	
	6' High Block Wall	
	Trash & Recycle Bins	
	Benda Board Header	

LANDSCAPE NOTES:

1. LANDSCAPING WILL COMPLY WITH THE APPLICATION CITY OF OXNARD LANDSCAPE STANDARD.
2. THE LANDSCAPE AND IRRIGATION WILL COMPLY WITH THE CITY OF OXNARD WATER EFFICIENT LANDSCAPE ORDINANCE (CITY COUNCIL ORDINANCE NO. 2822) AND LANDSCAPE WATER CONSERVATION.
3. LANDSCAPE 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.
4. LANDSCAPING AT CORNER LOTS/INTERSECTIONS, SHALL BE MAINTAINED TO A MAXIMUM HEIGHT OF 36" INCHES OR LESS.

Scale: 1" = 1/16"

NORTH

Rev.: 08.07.2018
Date: 03.13.2018
JOB # 4545

L-1

L.A. GROUP
Design Works
Landscape Architecture
24013 Ventura Blvd. Suite 201
Calabasas, CA 91302
p 818.251-9718 f 818.251-9719
email: DesignWorks@lagroupinc.net

DI CECCO ARCHITECTURE INCORPORATED
887 Patriot Drive, Suite C
Moorpark, CA 93021
(805)552-0088

ECG
Encompass Consultant Group
501 N. LAKESIDE DR. SUITE 110 OXNARD, CA 93030
PHONE: 805.322.4443 WEBSITE: WWW.ECGCIVIL.COM

PREPARED FOR:
Heritage Homes, LLC
451 West Fifth Street
Oxnard, CA 93030
805.385-3565

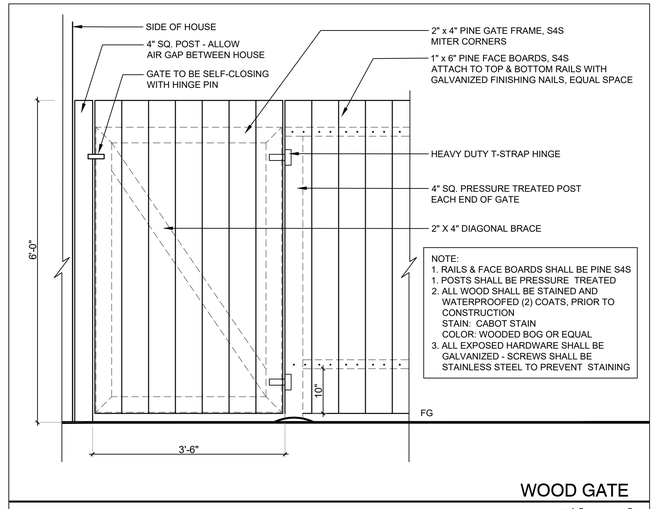
H STREET & PALM AVE.

Oxnard, California

CONCEPTUAL LANDSCAPE PLAN

L.A. Group Design Works, Inc.

Landscape Architecture



WOOD GATE

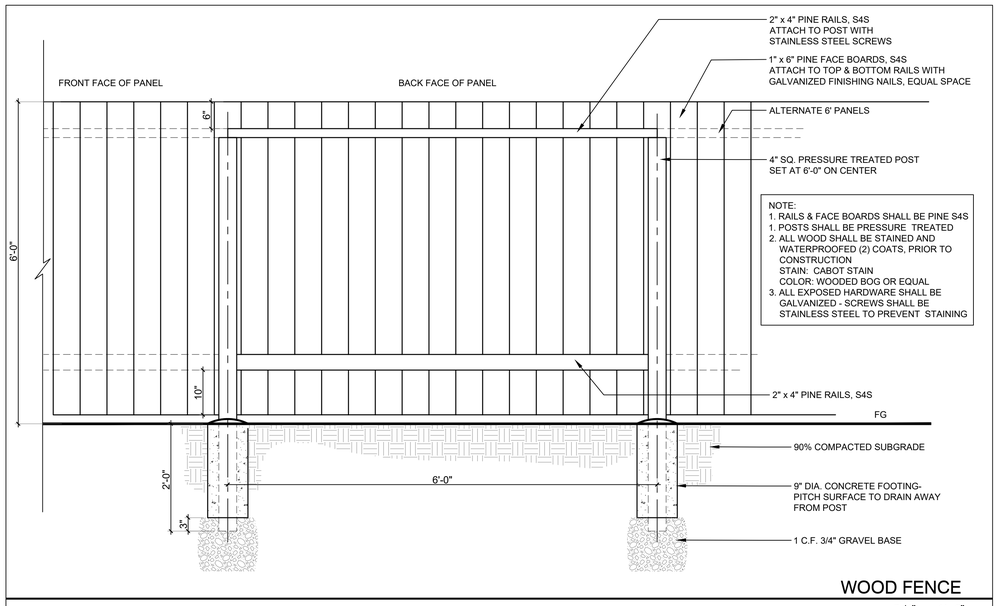
3/4" = 1'-0"

Scale: 1" = 30'-0"

NORTH

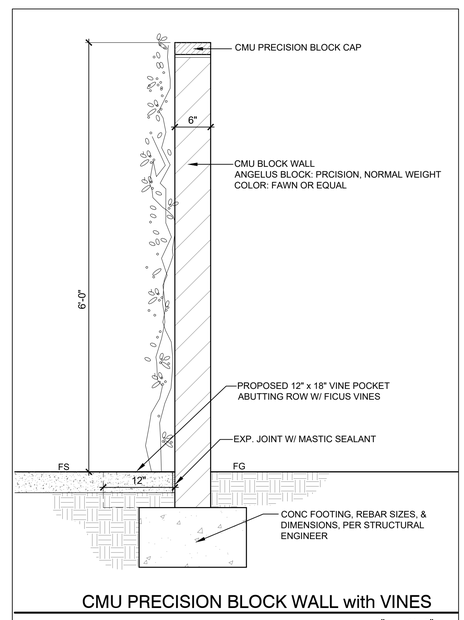
HYDROZONE KEY

- LOW WATER USE HYDROZONE — Front Yard Shrubs & Lippia Lawn Substitute
- MOD-MIX WATER USE HYDROZONE — Shrub Planting Facing Alley
- HIGH WATER USE HYDROZONE — Front Yard Lawn Areas



WOOD FENCE

3/4" = 1'-0"



CMU PRECISION BLOCK WALL with VINES

1" = 1'-0"

Site Information

Site Name →	*H Street & Palm Dr.*	
Site Type →	Residential	ETAF= .45 Commercial
Annual Eto (inches/yr) →	42.3	.55 Residential

Hydrozone or Planting Description (a)	Plant Factor (PF)		Irrigation Method	Irrigation Efficiency (IE)	ETAF (PF/IE)	Hydrozone Area (sqft.)	ETAF x Area	Estimated Total Water Use (gal./yr.)
Regular Landscape Areas								
1	0.5	Mod.	Drip	0.81	0.6	1,843	1,138	29,836
2	0.3	Low	Drip	0.81	0.4	5,693	2,109	55,298
3	0.2	Low-Sub	Drip	0.81	0.2	3,541	874	22,930
4	0.7	High	Drip	0.81	0.9	3,108	2,686	70,441
5	0.7	High-ROW	Drip	0.81	0.9		0	0
6	0.2	Low-ROW	Drip	0.81	0.2		0	0
7								
8								
					SUBTOTAL →	14,185	6,806	178,505
Special Landscape Areas								
9					1	0	0	0
10					1	0	0	0
11					1	0	0	0
12					1	0	0	0
					SUBTOTAL →	0	0	0
					Estimated Total Water Use (ETWU) →			178,505
					Maximum Allowed Water Allowance (MAWA) →			204,609

ETAF Calculations

Regular Landscape Areas

Total ETAF x Area	6,806
Total Area	14,185
Average ETAF	0.48

All Landscape Areas

Total ETAF x Area	6,806
Total Area	14,185
Sitewide ETAF	0.48

ETWU meets MAWA requirement.
Average ETAF meets requirement for this site type.

Notes:

Irrigation Efficiency Value	
Drip	0.81
Bubbler	0.81
Overhead Spray	0.75

WUCOLS Plant Factor

.0 to .1	Very Low
.2 to .3	Low
.4 to .6	Moderate
.7 to 1.0	High

See planting plan schedule for specific plant factor

Estimated Total Water Use
ETWU (Annual Gallons Required) = Eto x 0.62 x ETAF x Area - where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year.

Maximum Applied Water Allowance
MAWA (Annual Gallons Allowed) = (Eto) (0.62) [(ETAF x LA) + ((1-ETAF) x SLA)] where 0.62 is a conversion factor that converts acre- inches per acre per year to gallons per square foot per year, LA is the total landscape area in square feet, SLA is the total special landscape area in square feet, and ETAF is **.55** for residential areas and **0.45** for non-residential / commercial areas.

Special Landscape Areas- area of the landscape identified as edible plants, water features and areas irrigated with recycled water, and areas dedicated to active play such as parks, sports fields, golf courses, and where turf provides a playing surface are subject to the MAWA with an ETAF not to exceeds 1.0.
Temporary Landscape- area of landscape to be irrigated solely for plan establishment and included in the low water use hydrozone
Pool and Water Features- included in the high water use hydrozone

Rev.: 08.07.2018
Date: 06.05.2018
JOB # 4545

L-2

DI CECCO ARCHITECTURE INCORPORATED
887 Patriot Drive, Suite C
Moorpark, CA 93021
(805)552-0088

ECG Encompass Consultant Group
333 S. LANTANA ST., SUITE 130, CAMARILLO, CA 93010
PHONE: 805.322.4443 WEBSITE: WWW.ECGCNSL.COM

PREPARED FOR:
Heritage Homes, LLC
451 West Fifth Street
Oxnard, CA 93030
805.385-3565

H STREET & PALM AVE.

Oxnard, California

CONCEPTUAL LANDSCAPE PLAN

L.A. GROUP
Design Works
Landscape Architecture
24013 Ventura Blvd. Suite 201
Calabasas, CA 91302
p 818.251-9718 f 818.251-9719
email: DesignWorks@lagroupinc.net

(o) Existing Trees, Typicial

Scale: 1" = 20'-0"

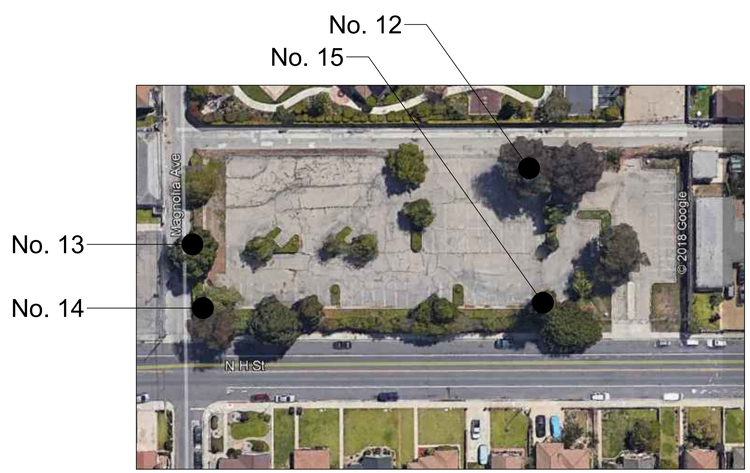
NORTH

Landscape

TriCounty Landscape
Luis Gonzalez Arborist Consultant
Certified Arborist ID: WE-3331A

Magnolia and North H Street Tree Tabulation Chart
January 26, 2018

Tree No	Tree Description	Value
1	Pyrus Kawakamii- Ever Green Pear	0
2	Pyrus Kawakamii- Ever Green Pear	0
3	Pyrus Kawakamii- Ever Green Pear	0
4	Pyrus Kawakamii- Ever Green Pear	0
5	Pyrus Kawakamii- Ever Green Pear	0
6	Myoporum Undulatum	0
7	Platanus Occidentalis - American Sycamore	0
8	Pinus Canariensis - Canary Island Pine	0
9	Schinus Terebinth Folia- Brazilian Pepper	0
10	Eucalyptus Globulus- Blue Gum	0
11	Pinus Canariensis - Canary Island Pine	0
12	Eucalyptus Cinerea-Silver Dollar Tree	1,260
13	Pinus Canariensis - Canary Island Pine	1,400
14	Eucalyptus Cinerea-Silver Dollar Tree	1,260
15	Eucalyptus Cinerea-Silver Dollar Tree	1,120
	Total Tree Value	**5,040**



TREE VALUE SUMMARY

NOTE: THE VALUE OF REPLACEMENT TREES SHOULD MATCH, AT A MINIMUM, THE VALUE OF TREES TO BE REMOVED.

VALUE OF REPLACEMENT TREES

Replacement trees shall be 36" box size, minimum
Replacement trees shall be valued at the difference between a 24" box and a 36" box tree

36" BOX VALUE= $ 700
24" BOX VALUE= $ 350
DIFFERENCE= $ 350

TREES PROPOSED:

36" Box Mitigation Trees: (Qty. 15) @ $350 installed = $ 5.250.00

TOTAL VALUE OF TREES PROPOSED: $ 5,250.00

Total Trees to be Removed: (4) Trees

TOTAL VALUE OF TREES REMOVED: $ 5,040.00
(per Project's Tree Appraisal Document)

VALUE DIFFERENCE: $ 210.00

Date: 08.07.2018
Date: 06.05.2018
JOB # 4545

L-3

L.A. GROUP
Design Works
Landscape Architecture
24013 Ventura Blvd. Suite 201
Calabasas, CA 91302
p 818.251-9718 f 818.251-9719
email: DesignWorks@lagroupinc.net

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PREPARED FOR:
Heritage Homes, LLC
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Oxnard, CA 93030
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H STREET & PALM AVE.

Oxnard, California

TREE TABULATION CHART EXHIBIT

L.A. Group Design Works, Inc.

Landscape Architecture

RESOLUTION NO. 2018-35

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 18-500-01 (SPECIAL USE PERMIT FOR A PLANNED DEVELOPMENT PERMIT) TO CONSTRUCT THIRTEEN DETACHED SINGLE FAMILY DWELLING UNITS ON THIRTEEN INDIVIDUAL LOTS LOCATED AT 130 TO 184 NORTH H STREET AND 838 PALM DRIVE, WITHIN THE WILSON NEIGHBORHOOD. FILED BY DESIGNATED AGENT HENRY CASILLAS, ON BEHALF OF HERITAGE HOMES, LLC 451 WEST FIFTH STREET, OXNARD, CALIFORNIA 93030.

WHEREAS, on March 20, 2018, designated agent Henry Casillas on behalf of Heritage Homes, LLC, (the **"Applicant"** and/or **"Permittee"**) submitted a request for a special use permit for a Planned Development Permit, pursuant to Oxnard City Code Section 16-270, to allow the construction of thirteen detached single family dwelling units on thirteen individual lots, addressed as 130 to 184 North H Street; and 838 Palm Drive 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. 18-500-01 (Special Use Permit for a Planned Development Permit) to allow the construction of thirteen detached single family dwelling units on thirteen individual lots, addressed as 130 to 184 North H Street; and 838 Palm Drive (the **"Project"**) in accordance with Sections 16-530 through 16-553 of Oxnard City Code; and

WHEREAS, the Planning 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 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 in in conformance with the City of Oxnard 2030 General Plan and the elements thereof and other adopted standards.**

The proposed Project is consistent with the 2030 General Plan since the proposed development is consistent with the site's land use designation of Residential Low Single Family Planned Development (R1-PD) zone and development policies of the 2030 General Plan. The proposed Project is an allowed use within the zoning district with approval of a Special Use Permit (SUP).

(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.**

The proposed use is consistent with uses considered and permitted by the Single Family Planned Development (R1-PD) zone. Construction activities, anticipated uses, and development design will be subject to standard construction requirements of the Building, Fire, and Traffic Codes. Therefore, the proposed use and improvements are not expected to have adverse effects or be materially detrimental the adjacent uses, buildings or structures or to the public health, safety or general welfare.

(3) **The site for the proposed use is adequate in size and shape to accommodate the setbacks, parking, landscaping, and other City standards except as may be specifically excepted by the special findings and conditions of this Resolution.**

The Project is consistent with most, but not all, of the applicable development standards. For those standards to which the project does not conform, the Applicant requests three concession pursuant to Government Code Section 65915(d): 1) a reduction in lot frontage required by OCC Section No. 16-27; 2) a reduction in minimum lot width required by OCC Section No. 16-28; and a 3) Reduction of rear yard setback required by OCC Section No. 16-33. Under the provisions of the Planned Development Additive Zone (OCC Section 16-270 et seq.), all requirements of the basic zone apply to the P-D zone, but the requirements may be modified up to 25% of numeric standards of the basic zone by conditions imposed on the Project through a special use permit. The Project is requesting to reduce the lot area to support construction of the project. Adequate site design is still secured through this reduction and is in conformance with the PD provisions of the OCC.

Additionally, the project has been reviewed by the Development Advisory Committee and was determined that it would have no significant impact on the public health, safety, or welfare and the project plans have been reviewed by all applicable departments and outside agencies, which include the Oxnard Police and Fire Departments.

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

The project site will be served by the existing public alley as described in Section 6 of the Planning Commission Staff Report. As described, the site has sufficient access to streets and highways that are adequate in width.

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

The Project is considered infill development that has been found to be consistent with anticipated development for this site. Furthermore, the Project will be served by existing water mains along H Street and the alley to the east. Sewer connections serving the parcels will be through the southerly alley. 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 Section 15332 (Class 32) and 15061 of the State California Environmental Quality Act (CEQA) Guidelines, projects involving "in-fill development" may be found to be exempt from the requirements of the CEQA. In addition, pursuant to Section 15061, projects involving and instances where activity is covered by the general rule that CEQA only applies to projects which have the potential for causing a significant effect on the environment may be found to be exempt from the requirements of the CEQA. The Planning Manager 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 18-500-01 (Special Use Permit for a Planned Development Permit), subject to the attached conditions of approval.

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

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

[CONDITIONS OF APPROVAL ON FOLLOWING PAGE]

STANDARD CONDITIONS OF APPROVAL

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

DEPARTMENTS AND DIVISIONS			
CA	City Attorney	PL	Planning 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 December 20, 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*)

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. Any covenants, conditions, and restrictions (CC&Rs) applicable to the project property shall be consistent with the terms of this permit and the City Code. If there is a conflict between the CC&Rs and the City Code or this permit, the City Code or this permit shall prevail. (CA, *G-7*)

8. 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*)

9. 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*)

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*).

LANDSCAPE STANDARD CONDITIONS

15. Prior to submittal of landscape and irrigation plans, Developer shall obtain approval of the Planning Manager or designee of a plan showing on the project property all existing trees and identifying the trees to be saved, transplanted or removed. (PK, *PK-1*)

16. Prior to issuance of building permits or the proposed use is initiated, whichever comes first, Developer shall submit two copies of landscape and irrigation plans, along with the appropriate permit application and fees, to the Development Services Division and obtain approval of such plans. (PK/DS, *PK-2*)

17. Prior to issuance of a certificate of occupancy, Developer shall install landscape and automatic irrigation systems that have been approved by the Planning Division. (PK, *PK-3*)

18. Prior to the issuance of City issues 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 automatic rain shut-off devices, or instructions on how to override the irrigation system during rainy periods. (PK, *PK-5*)

19. 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*)

20. Prior to the issuance of building permits for a residential development that includes any model houses, Developer shall obtain the approval of the Planning Division or designee for a low water-using landscape plan. Developer shall install low water-using landscape design and irrigation systems for at least one of the model houses in any cluster of two or more model houses, thereby demonstrating to prospective buyers the feasibility and aesthetic qualities of low water-using landscape design and irrigation systems. Developer shall provide appropriate signs, shown on the landscape plan, explaining that the model house utilizes a low water-using landscape and listing the plant materials used. (PK, *PK-7*)

21. Developer shall offer a low water-use front yard landscape option to buyers at no extra cost. Developer shall also provide low water-use landscape literature to each buyer. (PK, *PK-8*)

22. Developer's landscape plans for houses shall show, where appropriate, a typical landscape and irrigation treatment for north, south, east or west site orientation, for corner lots as well as internal lots. (PK, *PK-9*)

23. Developer shall provide an automatic irrigation controller and a written seasonal watering schedule for all front yard and street side yard landscaping. The watering schedule shall include variations for seasonal changes, sun and shade exposure of plants, type of plants,

duration and frequency of irrigation, and suggestions as to how to conserve water. As part of the landscape plan check submittal process, the Planning Division shall review the sufficiency of instructions for the operation of the irrigation controller and the watering schedule cycles. (PK, *PK-11*)

24. At the close of escrow or at the time of occupancy of each dwelling unit, Developer shall review with and provide instructions to each buyer concerning the irrigation controller operation and the watering schedules. (PK, *PK-12*)

25. Developer shall install sod in the lawn areas of all front yards and street side yards. (PK, *PK-13*)

26. Developer shall install an irrigation system that includes a water sensor shut off device as a water conservation measure. (PK, *PK-22*)

27. 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)

28. 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)

29. 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 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)

LANDSCAPE SPECIAL CONDITIONS

30. Developer shall properly maintain landscape planting and all irrigation systems as required by the City Code and as specified by this permit. (PK)

FIRE DEPARTMENT STANDARD CONDITIONS

31. 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*)

32. 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*)

33. The project shall meet the minimum requirements of the "Fire Protection Planning Guide" published by the Fire Department. (FD, *F-6*)

34. Developer shall provide automatic fire sprinklers as required by the City Code and shall contact the Fire Chief to ascertain the location of all connections. (FD, *F-12*)

35. Developer shall install a carbon monoxide detector on each level of the residence in accordance with the manufacturer's specifications. The detector shall be hardwired with a battery backup. (FD, *F-17*)

FIRE DEPARTMENT SPECIAL CONDITIONS

36. Fire sprinkler coverage is required for:
    a. Patios, overhangs or any other projections that are 48" or more from the structure.
    b. Open areas beneath stairs that serve a habitable space or when that area is accessible for storage or has mechanical equipment.
    c. The protection of the forced air unit when located in the attic or other areas that are normally inaccessible.

37. All emergency egress/Fire Department access windows or doors that serve any room that can be utilized for sleeping, shall have access to a public right-of-way without re-entering the structure. (FD)

38. An additional hydrant shall be installed on the east side of H Street in a location approved by the Fire Marshall. The hydrant shall meet the specifications of the City of Oxnard, pursuant to Hydrant Specifications, 4" x4"x 2 ½" Jones J-3775

POLICE CONDITIONS

39. A condition of approval requires compliance with the Outdoor Lighting Code & Guideline
    a) Outdoor lighting shall comply with Title 24, Part 6, of the California Code of Regulations: California's Energy Efficiency Standards for Residential and Nonresidential Buildings.

b) Unless approved as a specific exception to this guideline, all outdoor lighting shall be flat lens, full cut-off fixtures with the light source fully shielded with the exceptions:
   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 on 60-watt incandescent light) may be partially shielded provided the bulb is not visible, and the fixture has an opaque to keep light from shining directly up.

c) Oxnard City Code 16-320: Lighting within physical limits of the area required to be lighted shall not exceed seven foot-candles, nor be less than one foot-candle at any point. A light source shall not shine upon, or illuminate directly any surface other than the area required to be lighted. No lighting shall be of a type or in a location that constitutes a hazard to vehicular traffic, either on private property or on the abutting streets. The height of light standards shall not exceed 26 feet. To prevent damage from automobiles, standards shall be mounted on reinforced concrete pedestals or otherwise protected.

40. Lighting instruments shall be metal halide, LED or similar in nature and spectrum (3,000K to 20,000K Correlated Color Temperature). (PD)

41. Lighting instruments shall be full cut-off and installed so that light does not directly illuminate property outside the project site. Instruments shall not create glare for motorists or pedestrians. (PD)

42. LED under eve lighting fixtures shall be installed on the alley side of garages and shall operate from dusk to dawn. These installations are intended to replace wall mounted fixtures that are often easily vandalized. (PD)

43. The street and alley walls for lots 11 & 12 shall be of CMU construction and shall have on the public side landscape features to dissuade tagging. Landscaping in this area shall be supported by an irrigation system. Creeping fig or similar climbing vines or a combination of vines and shrubs or hedging arranged to protect walls from vandals is required. (PD)

44. Landscape elements shall be arranged to provide clear lines of sight and eliminate potential places of concealment. (PD)

45. Trees shall not be located where they would conflict with lighting instruments. Appropriate proximity is based a tree's canopy size at twenty-year maturity. (PD)

46. Trees shall be maintained so that the canopies do not interfere with pedestrian or vehicular traffic and safe sightlines are maintained. (PD)

47. Should an alarm system be 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. (PD)

48. A lighted street address fixture is required for the residence easily visible from the public street. A similar lighted address fixture is required for the alley side of the garage. (PD)

PLANNING DIVISION STANDARD CONDITIONS

49. 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)

50. 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*)

51. 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*)

52. Before the City issues building permits, Developer shall provide to the Planning Division Manager color photographic reductions (8 1/2" by 11") of full-size colored elevations and any other colored exhibit approved by the Planning Commission. Developer may retain the full-size colored elevations after the reductions are so provided. (PL, *PL-4*)

53. 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*)

54. 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)

55. 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.

56. 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*)

57. 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*)

58. During construction, Developer shall water the area to be graded or excavated prior to commencement of grading or excavation operations. Such application of water shall be at least twice per day and shall penetrate sufficiently to minimize fugitive dust during grading activities. (B/DS, *PL-11*)

59. Developer shall provide for dust control at all times during project property preparation and construction activities. (B/DS, *PL-13*)

60. 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*)

61. 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*)

62. 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*).

63. Developer shall install all roof and building rain gutters and downspouts to integrate as closely as possible with building design elements, including matching adjacent building colors as closely as possible. Developer shall submit a plan and scheme for approval by the Planning Division Manager prior to issuance of building permits. (PL, *PL-18)*

64. Developer shall provide utility meters, mailboxes and address directories, placed in decorative cabinets and clustered for efficient access for residents and service persons. Developer shall coordinate placement and design of such items accordingly, with the Planning Division Manager, the appropriate utility service provider and the United States Postal Service, prior to issuance of building permits. (PL, *PL-19)*

65. Developer shall provide automatic garage door openers for all garages. (PL/B, *PL-20*)

66. Garages closer than 23 feet to the front property line shall have sectional roll-up garage doors. (PL/B, *PL-21*)

67. Developer shall provide a rear patio concrete slab of at least 100 square feet. (PL/B, *PL-26*)

68. Additions and patio covers shall conform to the requirements of the Single-Family (R1) zone setbacks, or as otherwise approved by this permit, and match the materials and style of the residence. (PL/B, *PL-27*)

69. All residential dwelling unit developments shall include architectural articulation on all four sides of each unit. Such articulation shall include, but not be limited to, window treatment; trim and a variety of finishes matching front facades; and balconies, porches, and trellises. Developer shall submit elevations depicting such articulation to the Planning Division for approval prior to issuance of building permits. (PL, *PL-28*)

70. Prior to the close of escrow for each dwelling unit, Developer shall provide the buyer with a written guarantee that the exterior finishes of the dwelling unit will remain in good condition for at least five (5) years from the final building permit inspection and sign off. Developer shall provide a copy of the guarantee to Planning staff prior to final Planning Division inspection and sign off. (PL, *PL-29*)

71. All drive lanes (alleys) shall be provided with independently metered lighting with automatic daylight sensors for dusk to dawn lighting within drive lanes. The maintenance and replacement of independently metered lighting (wall fixtures, light bollards) shall be the responsibility of each property owner. Lighting responsibilities shall be provided within the CC&Rs for the development. (PL)

72. Developer shall provide masonry walls on street side yards and along project perimeter property lines. Developer shall install interior lot line fences, to be constructed of wood or other material, subject to the approval of the Planning Division Manager. (PL/B, *PL-31*)

73. Street side yard walls shall be of decorative masonry construction and shall be set back 10 feet from any public sidewalk. (PL/B, *PL-32*)

74. Developer shall construct each dwelling unit with separate utility systems and meters. Developer shall paint utility meter panels to match structures upon which it is located. Such panels shall be located to take advantage of screening (e.g. landscaping or other building elements) from public right-of-ways, to the maximum extent feasible. (DS/B, *PL-34*)

75. Developer shall pay Quimby Fees (fees for park acquisition and improvement) before issuance of building permits. The amount of the fee shall be calculated by the Planning Division, and verified by the Parks Division at the time of payment. (PK/B, *PL-36*)

76. In accordance with City Council Ordinance No. 2615, or the ordinance in effect at the time building permits are issued, Developer shall provide three (3) affordable units onsite. (PL, PL-37)

77. Developer shall post in the sales office of the project the latest City planning documents and maps that may affect the project and adjacent properties. At a minimum, this information shall include the 2030 Oxnard General Plan and General Plan Land Use Map showing all adjacent properties, a copy of the ordinances regulating the zone, and any specific plan that may apply to the project. Such documents may be purchased at cost from the Planning Division Manager. Developer shall require that all purchasers sign an affidavit declaring that they have familiarized themselves with the planning documents. Developer shall make such affidavits and planning information available for review upon reasonable request of the Planning Division Manager. (PL, *PL-38*)

78. All recreational vehicle parking spaces shall be designated by signs stating that the spaces are reserved exclusively for recreational vehicle parking. Developer shall prohibit the parking of recreational vehicles elsewhere in the project. (B, *PL-39)*

PLANNING DIVISION SPECIAL CONDITIONS

79. 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)

80. This permit is granted subject to the City's approval of a tentative tract map and final map and recordation of the final map. The City shall issue building permits only after such recordation, unless otherwise approved by both the Planning Division Manager and the Development Services Manager. Before occupying any structures or initiating any use approved by this permit, Developer shall comply with all conditions of the tentative and final map. (PL/DS)

81. This permit is granted subject to approval of Density Bonus permit No. PZ 18-535-01 application. (PL)

82. The Permittee shall comply with the provisions of applicable VCAPCD Rules and Regulations, which include but are not limited to, Rule 50 (Opacity), Rule 51 (Nuisance), Rule 55 (Fugitive Dust), and Rule 55.1 (Removal of Visible Roadway Accumulations). (PL)

83. Prior to issuance of demolition permits for any structure on the site, Developer shall provide evidence of notifying the Air Pollution Control District of such demolition. Demolition and/or renovation activities shall be conducted in compliance with APDC regularities regarding Asbestos (Rule 63.7). (PL)

84. Developer shall mitigate air quality emissions associated with development of the subject site through a contribution to the City's Transportation Demand Management (TDM) program. Such fee shall be calculated at the time of building permit issuance in accordance with the Ventura County Air Quality Assessment Guidelines, as amended. Such fee shall be collected in full prior to building permit issuance. (MND, C-9)

85. 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)

86. Developer shall contract with a qualified archaeologist to conduct a Phase I cultural resources survey of the project site prior to issuance of any grading permits. The survey shall include: (1) an archaeological and historical records search through the California Historical Resources Information System at CalState Fullerton; and (2) a field inspection of the project site. Upon completion, the Phase I survey report shall be submitted to the Planning Division for compliance verification. A copy of the contract for these services shall be submitted to the Planning Division Manager for review and approval prior to initiation of the Phase I activities.

    The contract shall include provisions in case any cultural resources are discovered onsite. In the event that any historic or prehistoric cultural resources are discovered, work in the vicinity of the find shall be halted immediately. The archaeologist shall evaluate the discovery and determine the necessary mitigations for successful compliance with all applicable regulations. Developer or its successor in interest shall be responsible for paying all salaries, fees and the cost of any future mitigation resulting from the survey. (MND, E-1)

87. Developer shall contract with a Native American monitor to be present during all subsurface grading, trenching or construction activities on the project site. The monitor shall provide a weekly report to the Planning Division summarizing the activities during the reporting period. A copy of the contract for these services shall be submitted to the

Planning Division Manager for review and approval prior to issuance of any grading permits. The monitoring report(s) shall be provided to the Planning Division prior to approval of final building permit signature. (MND, E-2)

AFFORDABLE HOUSING SPECIAL CONDITIONS

88. Prior to issuance of certificates of occupancy for first home, Developer shall record against three of the dwelling units of this Project affordability covenants acceptable to the City Attorney. The affordability shall be: one unit for up to 80% Average Median Income (AMI) for low income; and two units for up to 120 AMI for moderate income. (PL, CA)

ENVIRONMENTAL RESOURCES DIVISION

89. 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.

90. 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.

91. 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.

92. 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 SPECIAL CONDITIONS

93. Developer shall process the final map for Tract 6009 prior to, or concurrent with, the site improvement plans for this project. The final map shall be recorded prior to issuance of building permits for these structures. (DS)

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 this 20th day of December 2018, and carried by the following vote:

AYES:	Commissioner(s):	Chua, Stewart, Dozier, Sanchez, Frank
NOES:	Commissioner(s):	None
ABSENT:	Commissioner(s):	Huber, Fuhring
ABSTAIN:	Commissioner(s):	None

Kathleen Mallory, Secretary

RESOLUTION NO. 2018-36

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING CITY COUNCIL APPROVAL OF PLANNING AND ZONING PERMIT NO. 18-300-05 (TENTATIVE SUBDIVISION MAP OF TRACT NO. 6009), TO RESUBDIVIDE A 1.49-ACRE SITE COMPRISED OF EIGHT PARCELS INTO THIRTEEN PARCELS TO CONSTRUCT 13 DETACHED SINGLE-FAMILY HOMES ON 13 SEPARATE LOTS RANGING BETWEEN 4,012 AND 5,070 SQUARE FEET IN AREA. THE SINGLE-FAMILY RESIDENTIAL PLANNED DEVELOPMENT (R1-PD) ZONED LOTS ARE LOCATED AT 130-184 NORTH H STREET AND 838 PALM DRIVE WITHIN THE WILSON NEIGHBORHOOD, SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY HENRY CASILLAS, ON BEHALF OF HERITAGE HOMES, LLC 451 WEST FIFTH STREET, OXNARD, CALIFORNIA 93030

WHEREAS, on March 20, 2018, designated agent Henry Casillas on behalf of Heritage Homes, LLC, (the **"Applicant"** and/or **"Permittee"**) submitted a request for a Tentative Subdivision Map of Tract No. 6009, pursuant to Chapter 15 (Subdivision Ordinance) of the Oxnard City Code and the State Subdivision Map Act, to subdivide a 1.49-acre site to accommodate construction of thirteen detached single family dwelling units on thirteen individual lots, addressed as 130 to 184 North H Street; and 838 Palm Drive 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. 18-300-05 (Tentative Subdivision Map of Tract No. 6009) to subdivide a 1.49-acre site comprised of 13 detached parcels ranging between 4,574 to 5,739 square feet in area in accordance with Chapter 15 (Subdivision Ordinance) of the Oxnard City Code and the State Subdivision Map Act, filed by Henry Casillas, on behalf of Heritage Homes, LLC.; and

WHEREAS, said tentative subdivision map was referred to various public utility companies, City departments and the Development Advisory Committee for recommendations; and

WHEREAS, the proposed subdivision, together with the provisions for its design and improvement, is consistent with the 2030 General Plan; and

WHEREAS, the Planning 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 categorical exemption.

WHEREAS, the Planning Commission finds that the applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this resolution as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety, and

welfare of the citizenry in general and the persons who work, visit or live in this subdivision in particular.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Oxnard hereby recommends to the City Council approval of Planning and Zoning Permit No. 18-300-05 (Tentative Subdivision Map for Tract No. 6009), filed by Henry Casillas, on behalf of Heritage Homes, LLC., subject to the following conditions:

STANDARD CONDITIONS OF APPROVAL

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

DEPARTMENTS AND DIVISIONS			
CA	City Attorney	PL	Planning 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 December 20, 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*)

6. Any covenants, conditions, and restrictions (CC&Rs) applicable to the project property shall be consistent with the terms of this permit and the City Code. If there is a conflict between the CC&Rs and the City Code or this permit, the City Code or this permit shall prevail. (CA, *G-7*)

7. 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 obtain a building permit for any new construction or modifications to structures, including interior modifications, authorized by this permit. (B, *G-11*)

9. Developer shall not permit any combustible refuse or other flammable materials to be burned on the project property. (FD, *G-12*)

10. 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*)

11. 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*)

12. Prior to issuance of building permits, Developer shall correct all violations of the City Code existing on the project property for which the Code Compliance Division has open cases. (PL, *G-15*).

PLANNING DIVISION STANDARD CONDITIONS

13. 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*)

14. 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*)

15. 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*)

16. Developer shall pay Quimby Fees (fees for park acquisition and improvement) before issuance of building permits. The amount of the fee shall be calculated by the Planning Division, and verified by the Parks Division at the time of payment. (PK/B, *PL-36*)

PLANNING DIVISION SPECIAL CONDITIONS

17. An approved tentative map shall expire thirty-six (36) months after its approval, unless an extension is applied for and approved by the City Council pursuant to Section 15-46 of the City Code. (PL)

18. This permit is granted subject to the approval of a Special Use Permit for a Planned Development Permit (PZ 18-500-01) of the project property to the City of Oxnard. (PL)

19. This permit is granted subject to the approval of a Density Bonus (PZ 18-535-01) for the project property. (PL)

AFFORDABLE HOUSING SPECIAL CONDITION

20. Prior to issuance of certificates of occupancy for first home, Developer shall record against three of the dwelling units of this Project affordability covenants acceptable to the City Attorney. The affordability shall be: one unit for up to 80% Average Median Income (AMI) for low income; and two units for up to 120 AMI for moderate income. (PL, CA)

DEVELOPMENT SERVICES DIVISION CONDITIONS

21. 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)

22. 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)

23. 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)

24. Developer shall protect building pads from inundation during a 1% chance (100-year) storm. (DS-5)

25. 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)

26. Each structure shall be served by separate sewer and water services in accordance with City Code. (DS-8)

27. 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)

28. Developer's site improvement plans shall include an on-site sewer plan. (DS-10)

29. Developer shall provide 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 site improvement plans prior to issuance of a site improvement/grading permit. Developer shall provide the City with an easement over onsite waterlines using standard City format. (DS-11)

30. Developer shall install on-site and off-site electric, cable, telephone and similar utility service laterals underground in accordance with City ordinances in effect at the time City issues a building permit. Services shall be installed underground to the nearest suitable riser pole as determined by the appropriate utility service provider. (DS-12)

31. 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)

32. 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)

33. 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)

34. Developer agrees, as a condition of approval of this resolution, to indemnify, defend and hold harmless, at Developer's expense, City and its agents, officers and employees from and against any claim, action or proceeding commenced within the time period provided for in Government Code Section 66499.37, to attack, review, set aside, void or annul the approval of this resolution or to determine the reasonableness, legality or validity of any condition attached thereto. City shall promptly notify Developer of any such claim, action or proceeding of which City receives notice, and City will cooperate fully with Developer in the defense thereof. Developer shall reimburse City for any court costs and attorney's fees that City may be required to pay as a result of any such claim, action or proceeding. City may, in its sole discretion, participate in the defense of any such claim, action or proceeding, but such participation shall not relieve Developer of the obligations of this condition. Developer's acceptance of this resolution or commencement of construction or operations under this resolution shall be deemed to be acceptance of all conditions thereof. (DS-18)

35. 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)

36. 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)

37. 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)

38. Developer shall pay the cost of all inspections of on-site and off-site improvements. (DS-22)

39. Developer shall be responsible for all project-related actions of Developer's employees, contractors, subcontractors, and agents until City accepts the improvements. (DS-23)

40. 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)

41. Prior to approval of the final map or parcel map, Developer shall provide the City Engineer with written evidence from the Ventura County Clerk's Office that Developer has executed and filed with the Clerk all certificates, statements and securities required by Government Code Sections 66492 and 66493. (DS-26)

42. "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)

43. Prior to issuance of a grading/site improvement permit, developer shall obtain Development Services Director approval for any proposed construction phasing. The improvement plans (and associated phasing plans) shall clearly indicate any interim or off-site improvements required by City. (DS-28)

44. 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 "as-built" plans after project completion. Developer's submittal of certified "as-built" plans is a condition of City's final acceptance of the project and release of any associated security. (DS-29)

45. 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)

46. Developer shall construct sufficient drainage facilities concurrent with rough grading operations to mitigate any potential flooding or erosion affecting adjacent properties and public rights-of-way. (DS-31)

47. 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)

48. Storm drain, sewer and water facilities shall conform to applicable City Master Plans. Developer shall prepare plans for these facilities in accordance with City's engineering design criteria in effect at the time of improvement plan submittal. Developer shall submit plans with pertinent engineering analyses and design calculations for review and approval by the City Engineer prior to issuance of a site improvement permit. (DS-34)

49. 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 Services Director) from all affected landowners for any diversion of historical flows or change in drainage conditions caused by the project. (DS-36)

50. 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)

51. Developer shall dedicate to the City all water rights for the project property by title sheet dedication on the final map or parcel map. (DS-39)

52. 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)

53. Developer shall install adequately sized water services and meters to each lot or unit in accordance with City standards in effect at the time of building permit issuance. There shall be no interconnections between structures. (DS-42)

54. Developer shall dedicate and improve to City standards all sidewalks, parkways, streets, alleys, utilities and street appurtenances as directed by the Development Services Director. City will name all streets in accordance with adopted City guidelines. (DS-49)

55. Street and road improvements shall conform to City standard plates, design criteria and policies. Improvements shall include upgrading of existing pavement along the project frontage to City standards by removing and replacing or overlaying, as directed by the City Engineer. (DS-51)

56. Developer shall improve all streets, alleys, sidewalks, curbs, and gutters adjacent to the project in accordance with City standards, as necessary to provide safe vertical and horizontal transitions. (DS-52)

57. Developer shall install all water, gas, sewer, storm drain, electrical, cable television, and telephone lines before any paving is placed. (DS-54)

58. Prior to release of the final map or parcel map for recordation, Developer shall provide the City Engineer with a 100-scale base map for addressing purposes. The map shall be drawn on 18-inch by 24-inch mylar and shall show the standard address map title block, north arrow, street names, tract number, phase boundary and lot numbers. The City will assign all addresses. (DS-56)

59. Prior to release of the final map or parcel map for recordation, Developer shall post security satisfactory to the City Attorney guaranteeing that all survey monuments will be set as required by the Government Code and the City Code. (DS-57)

60. 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)

61. Developer shall provide three City refuse containers for each lot or unit. An alternative number of containers may be approved by the Environmental Resources Division. (DS-67)

62. Developer shall construct a 9 foot by 3 foot level concrete pad for storage of three refuse containers in the side yard area or other location approved by the Development Services Manager that is out of view from the street. The storage location shall not be within the garage. Developer shall construct a paved path from the storage location to the street (or other assigned pickup area) that does not require entering the garage. All gates or doors along the path shall be constructed with a minimum of 36 inches of clear space to allow passage of the containers. Storage location and path shall be shown on the fine grading plans. (DS-68)

63. Developer shall provide adequate vehicle sight distance as specified by CalTrans specifications at all driveways and intersections. (TR-71)

STORMWATER QUALITY CONDITIONS

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

65. 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)

66. 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)

67. Developer's engineer shall submit written confirmation that the project landscape drawings comply with the landscape requirements of the Technical Guidance Manual for Stormwater Quality Control Measures for all landscape based stormwater quality best management practices. (DS-84)

68. 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)

DEVELOPMENT SERVICES DIVISION SPECIAL CONDITIONS

69. 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)

70. Developer shall repair and/or replace any existing broken or damaged curb, gutter, sidewalk or asphalt paving adjacent to property as directed by the City construction inspector. (DS)

71. Developer shall remove the existing 5-foot wide sidewalk along H Street frontage of the project and replace it with a 7-foot wide (measured from curb face) concrete sidewalk. The sidewalk shall be widened at encroachments into the sidewalk if required to provide an ADA compliant pedestrian path along H Street. Sidewalk improvements shall include reconstruction of the alley curb cut at H Street to provide an ADA compliant pedestrian path across the alley and the removal and replacement of the access ramp at the southeast corner of H Street and Palm Drive with an ADA compliant ramp. (DS)

72. Developer shall relocate the existing utility pole (or provide other solutions acceptable to the Development Services Manager) at the entrance to the alley south of lot 12 to provide safe vehicular egress from the alley to H Street. (DS)

73. Developer shall perform a 1.5 inch grind and overlay over the full width of H Street between the most northerly project utility trench cut and the most southerly trench cut after all utilities have been installed. The exact extents of the overlay are subject to revision by the City Engineer based on field conditions, the number of trenches, and the method of lateral installation. This requirement shall be indicated on the project civil improvement plans. (DS)

74. Developer shall perform a 1.5 inch grind and overlay over the westerly half of the adjacent alley between the most northerly project utility trench cut and the most southerly trench cut after all utilities have been installed. The exact extents of the overlay are subject to revision

by the City Engineer based on field conditions, the number of trenches, and the method of lateral installation. This requirement shall be indicated on the project civil improvement plans. (DS)

75. Developer shall construct perimeter fencing at the northeast corner of lot 11 to provide a 10-foot vehicular sight triangle at the alley to alley intersection. Developer shall install asphalt pavement within this area matching adjacent existing pavement. Final design subject to approval of the Development Services Manager. (DS)

76. Developer shall properly abandon all existing sewer and water laterals to the properties that are not proposed for use by the project. Abandonment requirements shall be clearly indicated on the civil site improvement plans. (DS)

77. Proposed vine pockets along the north side of lot 11 shall be redesigned such that the cut-outs are not located within the right-of-way. Suggested design is to locate the pockets on the inside of the wall with openings through the wall to allow vines to grow on the wall's north side. (DS)

78. 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 required safety factor. (DS)

79. Developer shall include pre-treatment for the proposed stormwater quality infiltration trenches. Pre-treatment may be a BIO-3 Vegetated Swale, BIO-4 Filter Strip, or the upstream yard drain may be designed similar to the pre-treatment yard drain shown for INF-4 Drywell installation Figure 6-5. (DS)

80. Developer shall prepare and record separate stormwater quality control measures maintenance and operations plans for each lot and provide a copy of the plan to the purchaser of each property prior to transfer of the property. The plan shall include installation of placards, signage, or similar item to perpetually remind residents of the infiltration devices installed on the property. (DS)

81. Developer's geotechnical engineer shall test the exposed bottom of infiltration facilities immediately prior to facility construction and provide the City with a written opinion that the exposed soil layer is suitable for an infiltration facility based on review of the existing geotechnical reports, percolation tests, infiltration facility design, and characteristics of the exposed soil layer. Civil improvement plans shall include a note requiring this testing. (DS)

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 this 20th day of December 2018, and carried by the following vote:

AYES:	Commissioner(s):	Chua, Stewart, Dozier, Sanchez, Frank
NOES:	Commissioner(s):	None
ABSENT:	Commissioner(s):	Huber, Fuhring
ABSTAIN:	Commissioner(s):	None

Kathleen Mallory

Kathleen Mallory, Secretary

RESOLUTION NO. 2018-37

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 18-535-01 (DENSITY BONUS PERMIT) APPROVING THREE DEVELOPMENT STANDARD CONCESSIONS NECESSARY TO ACCOMMODATE THE CONSTRUCTION OF A 13 DETACHED SINGLE-FAMILY HOUSING DEVELOPMENT ON A ON A 1.49-ACRE SITE LOCATED AT 130 TO 184 NORTH H STREET AND 838 PALM DRIVE, WITHIN THE WILSON NEIGHBORHOOD. FILED BY DESIGNATED AGENT HENRY CASILLAS, ON BEHALF OF HERITAGE HOMES, LLC 451 WEST FIFTH STREET, OXNARD, CALIFORNIA 93030.

WHEREAS, on March 20, 2018, designated agent Henry Casillas on behalf of Heritage Homes, LLC, (the **"Applicant"** and/or **"Permittee"**), submitted density bonus application with related permits, requesting approval of three development standard concessions, pursuant to Oxnard City Code Section Nos. 16-410A through 16-410V to allow the construction of thirteen detached single family dwelling units on thirteen individual lots, addressed as 130 to 184 North H Street; and 838 Palm Drive; 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. 18-535-01 (Density Bonus Permit) to allow three development concessions/incentives pursuant to Government Code Section 65915(d) (State's Density Bonus law) to: a) reduce the minimum lot frontage from 50-feet to 32-feet; b) reduce the lot width from 50-feet to 36-feet; and c) reduce the rear yard setback from 25-feet to 5-feet. Density Bonus (35%) concessions/incentives would accommodate construction of ten (10) market rate single family homes and three (3) affordable (low income) single family homes on thirteen individual lots, addressed as 130 to 184 North H Street; and 838 Palm Drive (the **"Project"**) in accordance with Sections 16-530 through 16-553 of Oxnard City Code; and

WHEREAS, the Planning Commission has held a duly notice public hearing, received, and reviewed all written and oral evidence related to the proposed Project; 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 categorical exemption; and

WHEREAS, the Planning Commission finds, after due study, deliberation and public hearing, that the project meets the criteria in California Government Code § 65915 and § 65918 and the City's Density Bonus and Related Incentives and Concessions Program (Division 7A, OCC Section Nos. 16-410A through 16-410V, inclusive); and

WHEREAS, Government Code Section No. 65915 and OCC Sections 16-410M and 16-410O require that when a housing developer meets certain criteria for a Density Bonus, the local jurisdiction must grant one or more regulatory incentives or concessions unless the City makes a written finding that the concessions or incentives are not required in order to provide for affordable housing costs as defined by state law; and

WHEREAS, the Planning Commission finds that the Project meets all necessary criteria of Government Code Section 65915 and OCC Section No. 16-410H to be considered eligible for three incentives or concessions because the Developer has provided three (3) lower income residential dwelling units; and

WHEREAS, the proposed PROJECT is requesting three regulatory concessions: 1) reduce the minimum lot frontage from 50-feet to 32-feet; and b) reduce the lot width from 50-feet to 36-feet; and c) reduce the rear yard setback from 25-feet to 5-feet; and

WHEREAS, the Planning Commission finds that the incentives or concessions are not contrary to any federal or state law.

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

SECTION 1. The Planning Commission of the City of Oxnard hereby grants the concessions listed above, subject to the conditions of approval listed below.

SECTION 2. In accordance with Section 15332 (Class 32) and 15061 of the State California Environmental Quality Act (CEQA) Guidelines, projects involving "in-fill development" may be found to be exempt from the requirements of the CEQA. In addition, pursuant to Section 15061, projects involving and instances where activity is covered by the general rule that CEQA only applies to projects which have the potential for causing a significant effect on the environment may be found to be exempt from the requirements of the CEQA. The Planning Manager 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 18-535-01 (Density Bonus 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

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 December 20, 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

4. 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*)

5. 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)

6. 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)*

SPECIAL PROJECT CONDITIONS

7. This permit is granted subject to approval of Planning and Zoning Permit No. 18-500-01 (Special Use Permit for Planned Development) and all conditions of approval of said permit are incorporated by reference. (PL)

8. This permit is granted subject to the approval of a Planning and Zoning Permit No. 18-300-05 (Tentative Subdivision Map for Tract 6009) and all conditions of approval of said permit are incorporated by reference. (PL)

9. Prior to issuance of building permits, Developer shall enter into an agreement in a form approved by the City Attorney ensuring the continued the continued affordability of three (3) dwelling units which qualified Applicant for Density Bonus Permit. The affordability shall be as follows: one unit for up to 80% AMI (average median income low income) and two units for up to 120% AMI (moderate income), as adjusted for family size as provided in 25 California Code of Regulations Section 6932. The term of the agreement shall be for a minimum of 55 years and the agreement shall be recorded with Ventura County Recorder Office. Agreement shall be recorded on each respective lot and shall be binding to property owner(s) for the life of the agreement. (PL)

10. The agreement shall establish specific compliance standards and specific remedies available to the City if such compliance standards are not met. The agreement shall, among other things, specify standards for qualifying household incomes or other qualifying criteria, compliance reporting and monitoring fees. Developer hereby agrees to deposit funds for any staff time expended for preparation of the agreement and subsequent compliance with said agreement. (PL)

11. Developer shall submit to the Housing Director information about the income of each prospective tenant of an affordable unit and the proposed sale price of the unit. The Housing Director shall review such information and determine whether the prospective

buyer meets the income requirements for the unit and whether the proposed price of the unit does not exceed the affordable cost for the income category of the prospective homeowner. (PL)

12. The Housing Director shall monitor the sale of each affordable unit to determine compliance with this condition. If the Housing Director determines that Developer is not meeting the requirements of this condition, the Housing Director shall so notify Developer and the Development Services Manager in writing, and no more building permits shall be issued for the project until the Housing Director notifies the Development Services Manager in writing that Developer is meeting the requirements of this condition. (PL)

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 this 20th day of December 2018, and carried by the following vote:

AYES:	Commissioner(s):	Chua, Stewart, Dozier, Sanchez, Frank
NOES:	Commissioner(s):	None
ABSENT:	Commissioner(s):	Huber, Fuhring
ABSTAIN:	Commissioner(s):	None

Kathleen Mallory, Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD UPHOLDING PLANNING COMMISSION APPROVAL OF PLANNING AND ZONING PERMIT NO. 18-500-01 (SPECIAL USE PERMIT FOR A PLANNED DEVELOPMENT PERMIT) TO PERMIT THE CONSTRUCTION OF THIRTEEN DETACHED SINGLE FAMILY DWELLING UNITS ON THIRTEEN INDIVIDUAL LOTS LOCATED AT 130 TO 184 NORTH H STREET AND 838 PALM DRIVE, WITHIN THE WILSON NEIGHBORHOOD. FILED BY DESIGNATED AGENT HENRY CASILLAS, ON BEHALF OF HERITAGE HOMES, LLC 451 WEST FIFTH STREET, OXNARD, CALIFORNIA 93030.

WHEREAS, on March 20, 2018, designated agent Henry Casillas on behalf of Heritage Homes, LLC, (the **"Applicant"** and/or **"Permittee"**) submitted a request for a special use permit for a Planned Development Permit, pursuant to Oxnard City Code Section 16-270, to allow the construction of thirteen detached single family dwelling units on thirteen individual lots, addressed as 130 to 184 North H Street; and 838 Palm Drive 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. 18-500-01 (Special Use Permit for a Planned Development Permit) to allow the construction of thirteen detached single family dwelling units on thirteen individual lots, addressed as 130 to 184 North H Street; and 838 Palm Drive (the **"Project"**) in accordance with Sections 16-530 through 16-553 of Oxnard City Code; and

WHEREAS, the Planning 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 categorical exemption.

WHEREAS, the Planning Commission approvals of Planning and Zoning Permit Nos. 18-500-01 (Special Use Permit for a Planned Development); 18-300-05 (Tentative Subdivision Map for Tract No. 6009); and 18-535-01 (Density Bonus Permit) were appealed to the City Council to avoid separating entitlement actions and permit Project as one integrated project; and

WHEREAS, on March 5, 2019, the City Council has held a duly noticed public hearing, and received and reviewed all written and oral evidence related to the proposed Project; and

WHEREAS, the Project was referred to various public utility companies, City departments and the Development Advisory Committee for recommendations; and

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve to uphold Planning Commission Resolution No. 2018-35, including all the findings contained therein, and approves Planning and Zoning Permit No. 18-500-01 (Special Use Permit for a Planned Development), subject to the conditions set forth in Planning Commission Resolution No. 2018-35.

PASSED AND ADOPTED by the City Council of the City of Oxnard on the 5th day of March 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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 18-300-05 (TENTATIVE SUBDIVISION MAP FOR TRACT 6009), TO RESUBDIVIDE A 1.49-ACRE SITE COMPRISED OF EIGHT PARCELS INTO THIRTEEN PARCELS TO CONSTRUCT 13 DETACHED SINGLE-FAMILY HOMES ON 13 SEPARATE LOTS RANGING BETWEEN 4,012 AND 5,070 SQUARE FEET IN AREA. THE SINGLE-FAMILY RESIDENTIAL PLANNED DEVELOPMENT (R1-PD) ZONED LOTS ARE LOCATED AT 130-184 NORTH H STREET AND 838 PALM DRIVE WITHIN THE WILSON NEIGHBORHOOD, SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY HENRY CASILLAS, ON BEHALF OF HERITAGE HOMES, LLC 451 WEST FIFTH STREET, OXNARD, CALIFORNIA 93030

WHEREAS, on March 20, 2018, designated agent Henry Casillas on behalf of Heritage Homes, LLC, (the **"Applicant"** and/or **"Permittee"**) submitted a request for a Tentative Subdivision Map of Tract No. 6009, pursuant to Chapter 15 (Subdivision Ordinance) of the Oxnard City Code and the State Subdivision Map Act, to subdivide a 1.49-acre site to accommodate construction of thirteen detached single family dwelling units on thirteen individual lots, addressed as 130 to 184 North H Street; and 838 Palm Drive 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. 18-300-05 (Tentative Subdivision Map for Tract No. 6009) to subdivide a 1.49-acre site comprised of 13 detached parcels ranging between 4,574 to 5,739 square feet in area in accordance with Chapter 15 (Subdivision Ordinance) of the Oxnard City Code and the State Subdivision Map Act, filed by Henry Casillas, on behalf of Heritage Homes, LLC.; and

WHEREAS, the City Council has carefully reviewed Planning Commission Resolution No. 2018-36, recommending approval of the Tentative Subdivision Map for Tract 6009, subject to certain conditions, for property located at 130-184 N H Street and 838 Palm Drive ; and

WHEREAS, the City Council has held a duly noticed public hearing, and received and reviewed all written and oral evidence related to the proposed Project; and

WHEREAS, the City Council finds that the Tentative Subdivision Map for Tract 6009 complies with all requirements of the Subdivision Map Act and the Oxnard City Code; and

WHEREAS, the City Council finds that the Tentative Subdivision Map for Tract 6009, the proposed site, and the design and improvement of the development requested are consistent with the 2030 General Plan; and

WHEREAS, the City Council finds that the proposed site is suitable for the type and density of development requested and is not likely to cause substantial environmental damage, serious public health problems or conflict with any publicly acquired easements or access; and

WHEREAS, the Planning 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 categorical exemption; and

WHEREAS, the City Council finds that the proposed division of land complies with the requirements established by the Subdivision Map Act and Chapter 15 of the Oxnard City Code, including but not limited to requirements as to area, improvement and design, floodwater drainage control, appropriate improved public roads, sanitary disposal facilities, water supply availability and environmental protection; and

WHEREAS, the City Council finds that the Applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this Resolution as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit or live in this subdivision in particular.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve to approve Planning & Zoning Permit No. 18-300-05 (Tentative Subdivision Map for Tract No. 6009 – Exhibit A) subject to the findings and conditions set forth in Planning Commission Resolution No. 2018-36, on file in the Planning Division, and incorporated herein by reference.

[SIGNATURES ON NEXT PAGE]

PASSED AND ADOPTED by the City Council of the City of Oxnard on the 5th day of March 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn, Mayor

ATTEST:

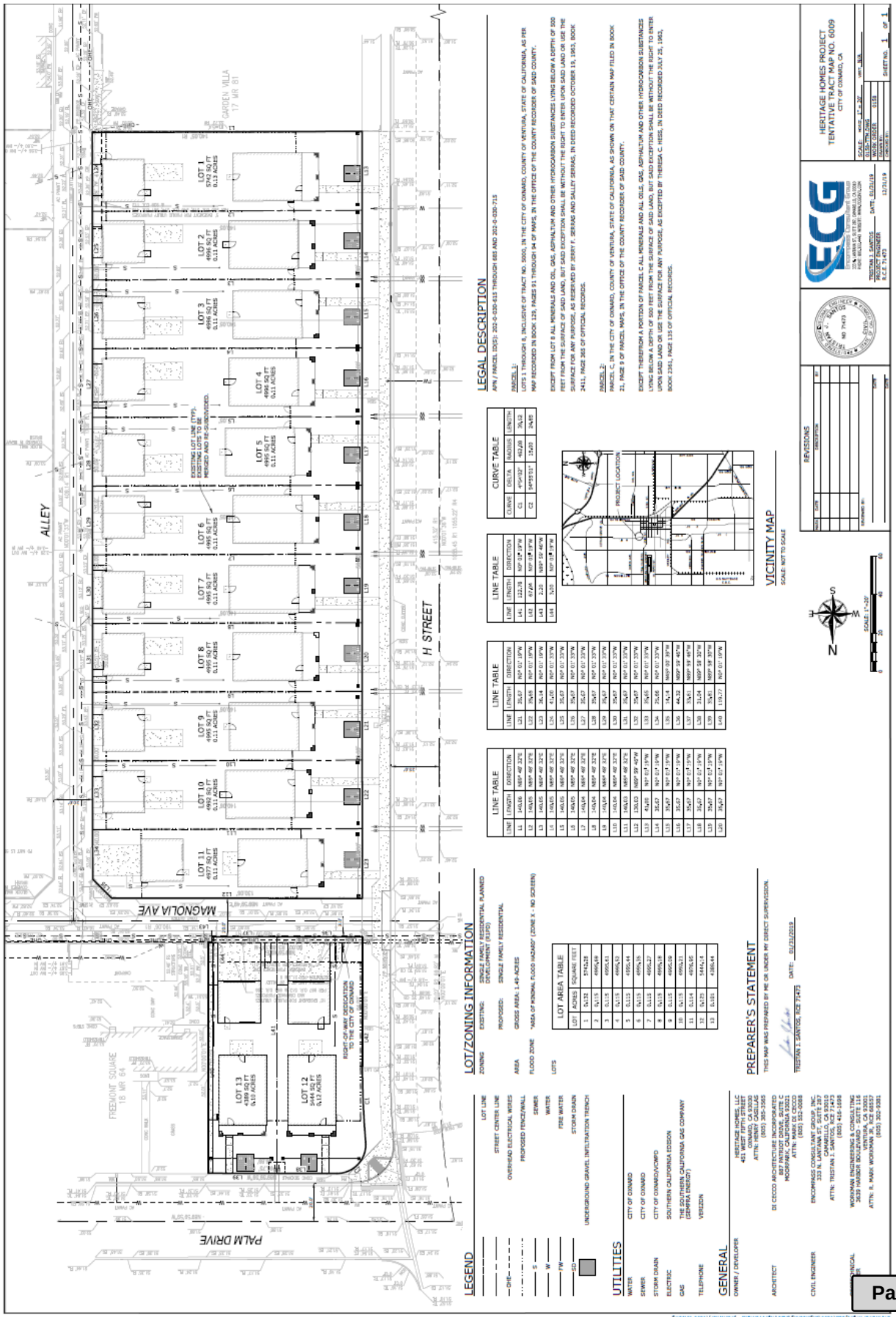
_____
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

Resolution No. 2019-____
PZ 18-300-05 (TSM:T6009)
March 5, 2019
Page 4

EXHIBIT A



RESOLUTION NO. 2019____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD UPHOLDING PLANNING COMMISSION APPROVAL OF PLANNING AND ZONING PERMIT NO. 18-535-01 (DENSITY BONUS PERMIT) TO APPROVE THREE DEVELOPMENT STANDARD CONCESSIONS NECESSARY TO ACCOMODTE THE CONSTRUCTION OF A 13 DETACHED SINGLE-FAMILY HOUSING DEVELOPMENT ON A ON A 1.49-ACRE SITE LOCATED AT 130 TO 184 NORTH H STREET AND 838 PALM DRIVE, WITHIN THE WILSON NEIGHBORHOOD. FILED BY DESIGNATED AGENT HENRY CASILLAS, ON BEHALF OF HERITAGE HOMES, LLC 451 WEST FIFTH STREET, OXNARD, CALIFORNIA 93030.

WHEREAS, on March 20, 2018, designated agent Henry Casillas on behalf of Heritage Homes, LLC, (the "**Applicant**" and/or "**Permittee**"), submitted density bonus application with related permits, requesting approval of three development standard concessions, pursuant to Oxnard City Code Section Nos. 16-410A through 16-410V to allow the construction of thirteen detached single family dwelling units on thirteen individual lots, addressed as 130 to 184 North H Street; and 838 Palm Drive; and

WHEREAS, on November 15, 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. 18-535-01 (Density Bonus Permit) to allow three development concessions/incentives pursuant to Government Code Section 65915(d) (State's Density Bonus law) to: a) reduce the minimum lot frontage from 50-feet to 32-feet; b) reduce the lot width from 50-feet to 36-feet; and c) reduce the rear yard setback from 25-feet to 5-feet. Density Bonus (35%) concessions/incentives would accommodate construction of ten (10) market rate single family homes and three (3) affordable (low income) single family homes on thirteen individual lots, addressed as 130 to 184 North H Street; and 838 Palm Drive (the "**Project**") in accordance with Sections 16-530 through 16-553 of Oxnard City Code; and

WHEREAS, the Planning 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 categorical exemption.

WHEREAS, the Planning Commission approvals of Planning and Zoning Permit Nos. 18-500-01 (Special Use Permit for a Planned Development); 18-300-05 (Tentative Tract Map for Tract No. 6009); and 18-535-01 (Density Bonus) were appealed to the City Council to avoid separating entitlement actions and permit Project as one integrated project; and

WHEREAS, the City Council has carefully reviewed Planning Commission Resolution No. 2018-37, approving Planning and Zoning Permit 18-535-01 (Density Bonus Permit), subject to certain conditions, for property located at 130-184 N H Street and 838 Palm Drive ; and

WHEREAS, on March 5, 2019, the City Council has held a duly noticed public hearing, and received and reviewed all written and oral evidence related to the proposed Project; and

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve to uphold Planning Commission Resolution No. 2018-37, including all the findings contained therein, and approves Planning and Zoning Permit No. 18-535-01 (Density Bonus Permit), subject to the conditions set forth in Planning Commission Resolution No. 2018-37.

PASSED AND ADOPTED by the City Council of the City of Oxnard on the 5th day of March 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

Heritage Homes

130-184 NORTH H STREET; AND 838 PALM DRIVE

PZ 18-500-01 (SUP/PD)
PZ 18-535-01 (DENSITY BONUS)
PZ18-300-05 (TTM FOR T6009)

Filed by Henry Casillas, Heritage Homes, LLC

Kathleen Mallory,
Planning & Environmental Services Manager

March 5, 2019

CITY OF OXNARD CALIFORNIA

Notice of Review

- On Dec. 20, 2018, the Planning Commission approved Special Use and Density Bonus Permits and recommended approval of the tentative tract map.
- On Jan. 5, 2019, Planning Staff filed with the City Clerk's Office a Notice Requesting Review of the Planning Commission's action.
- City Council's concurrent review is necessary for efficient and coordinated review when multiple entitlements are necessary and dependent on one another to fully entitle the Project.

Project Description

- Special Use Permit - 13 detached single-family dwelling units; 1,653 square-foot two-story units with 3 bedrooms

- Density Bonus Permit - 3 concessions/incentives:
  - Lot frontage reduction from 50 feet to 32 feet;
  - Lot width from 50 feet to 36 feet;
  - Rear yard setback from 25 feet to 5 feet.

- Tentative Tract Map (TTM) - Commission recommended Council approval of TTM (T6009) - to subdivide a 1.49 acre site into 13 lots. Lots will range between 4,574 sf - 5,739 square feet.

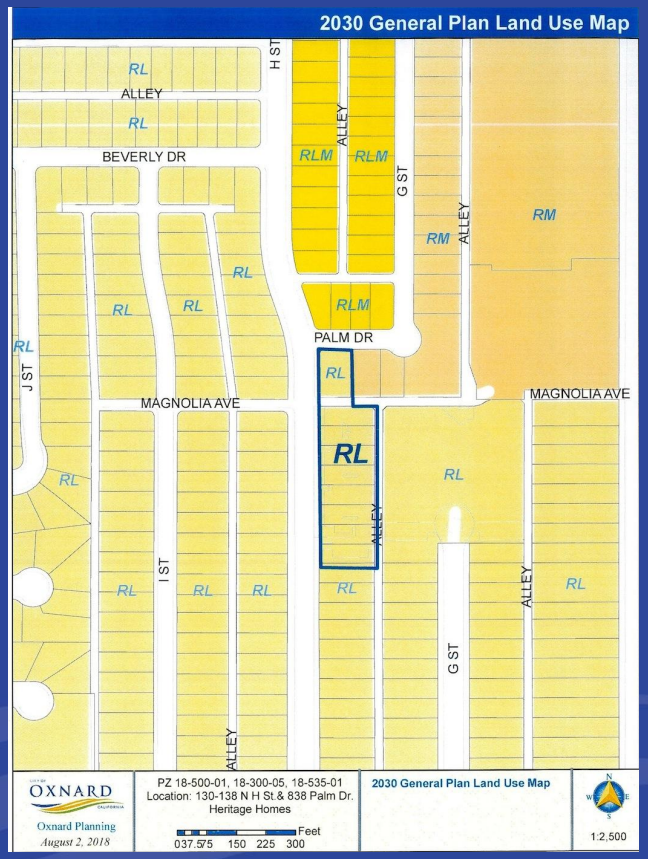
Aerial/Vicinity Map

Heritage Homes

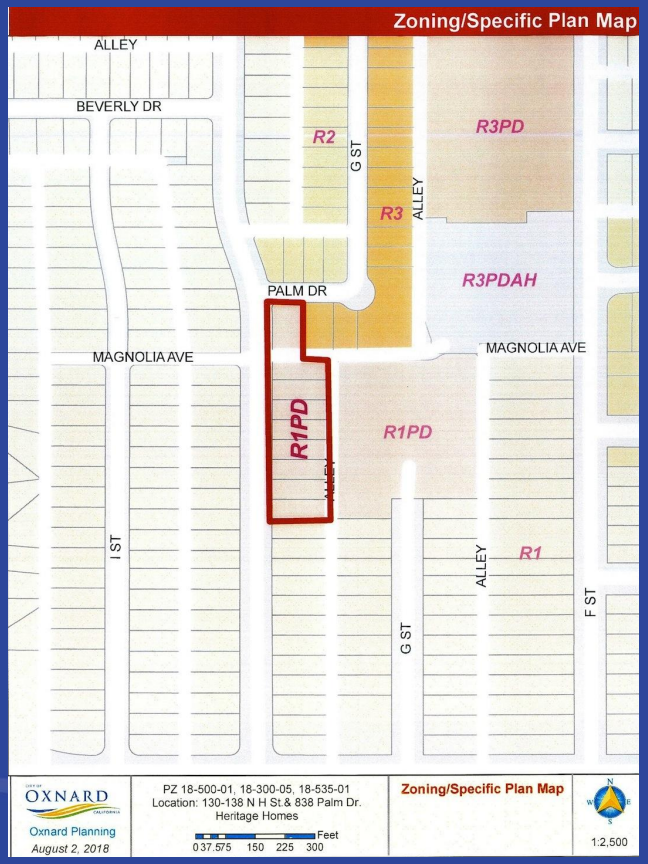
CITY OF OXNARD CALIFORNIA

Land Use/Zoning Maps

2030 General Plan
Residential Low (RL)



Zoning Map
Single Family Planned Development (R1-PD)



CITY OF OXNARD CALIFORNIA

Surrounding Uses

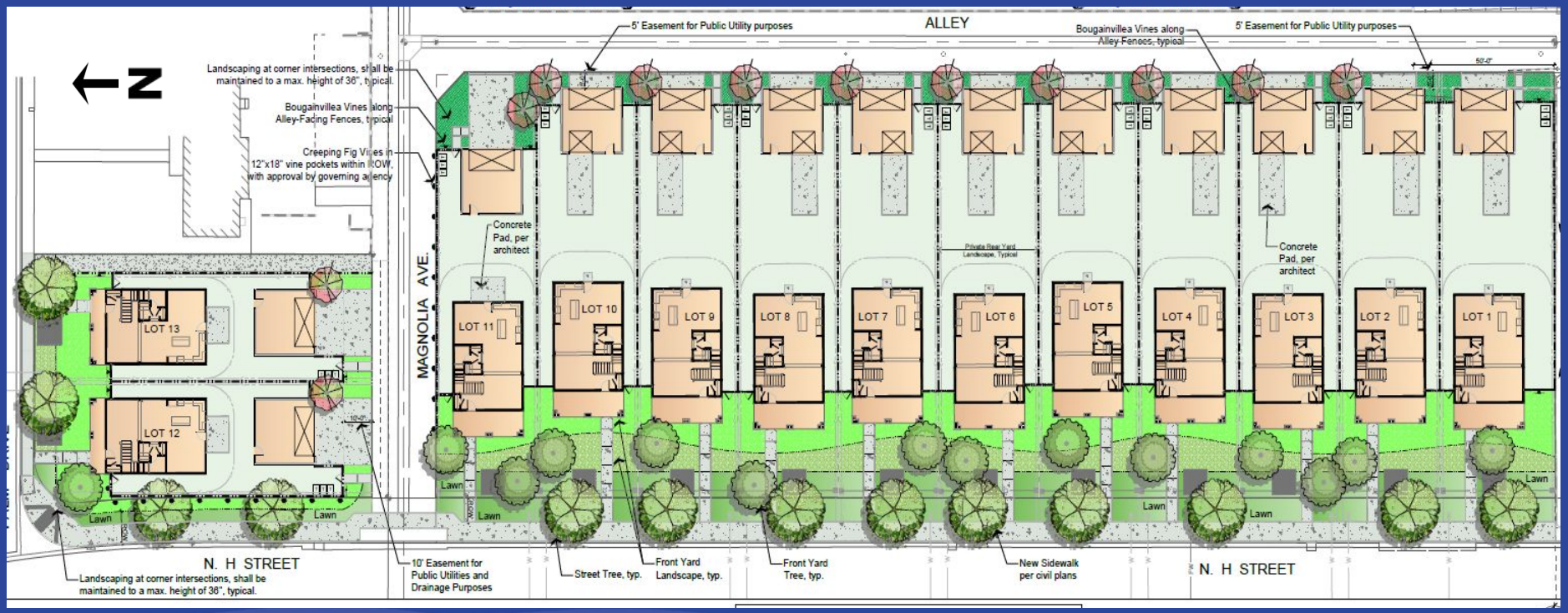
- North: Res: Duplex /Single Family
- East: Convent Facility
- South: Single Family Homes
- West: Single Family Homes

N

CITY OF OXNARD CALIFORNIA

Site Plan

Heritage Homes



H Street

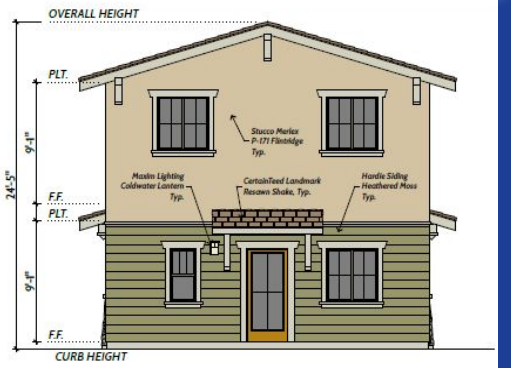
CITY OF OXNARD CALIFORNIA

Elevation A

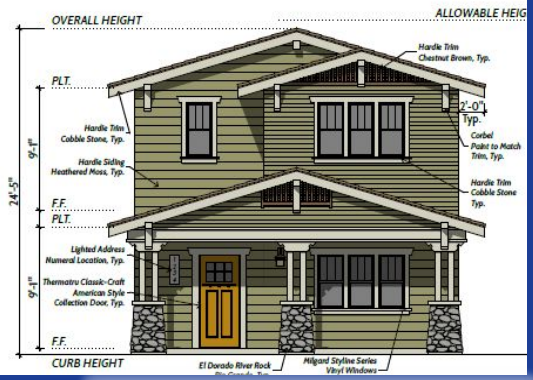
Heritage Homes

NORTH

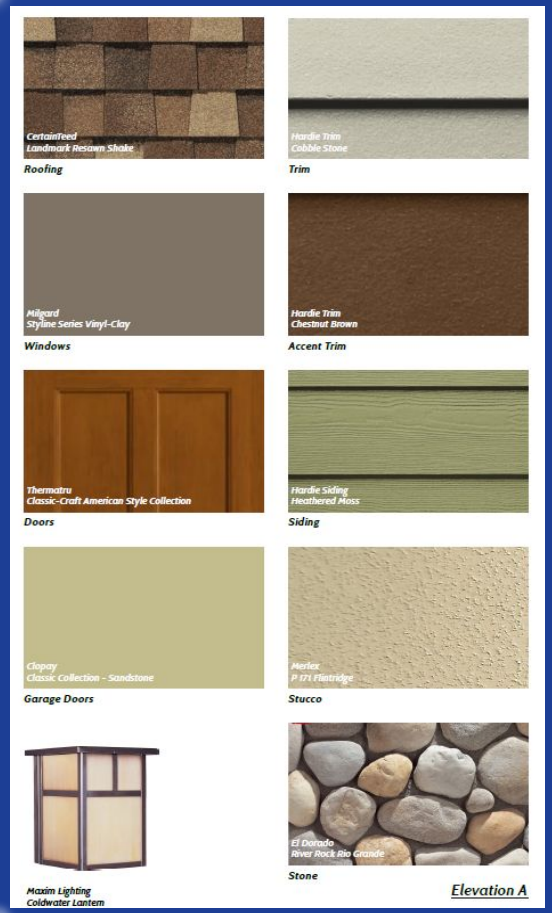
BACK -EAST



SOUTH



H STREET WEST



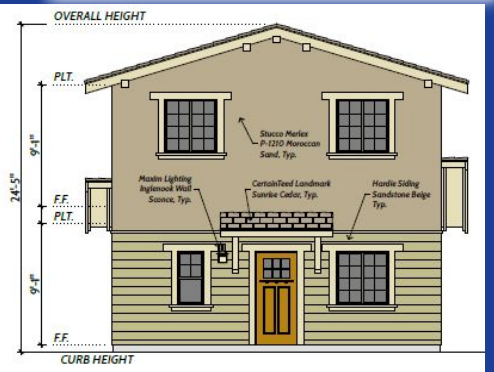
CITY OF OXNARD CALIFORNIA

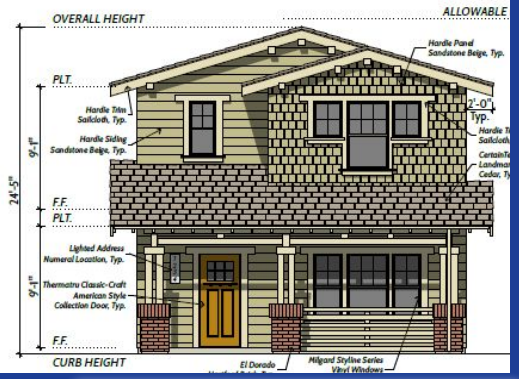
Elevation B

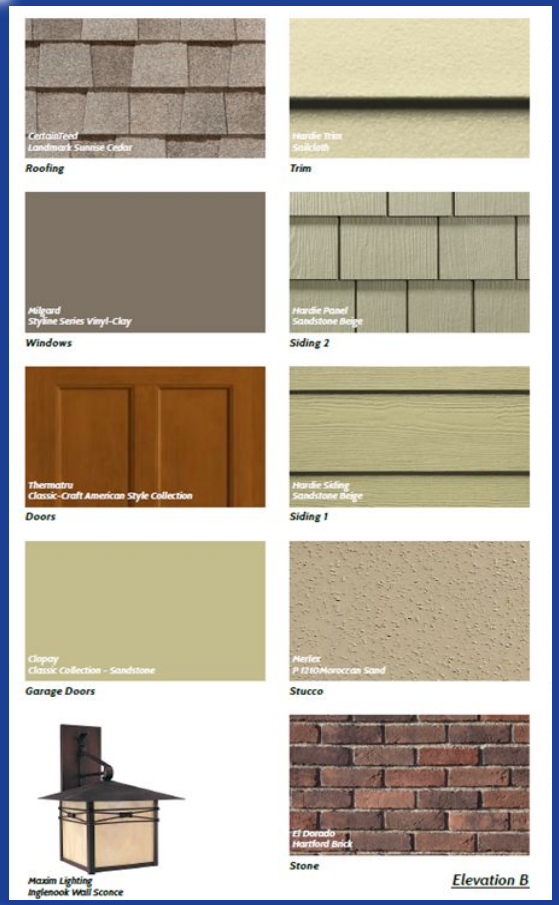
Heritage Homes

NORTH

BACK -EAST







SOUTH

H STREET WEST

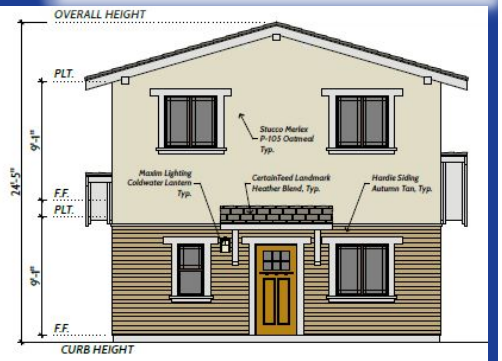
CITY OF OXNARD CALIFORNIA

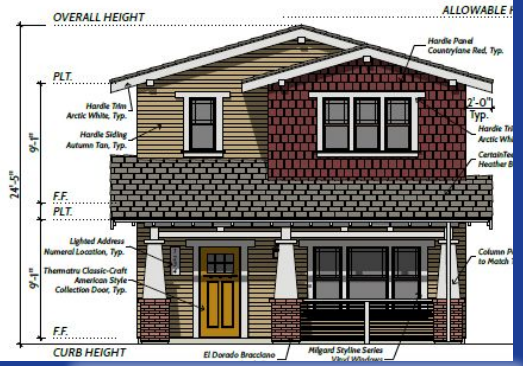
Elevation C

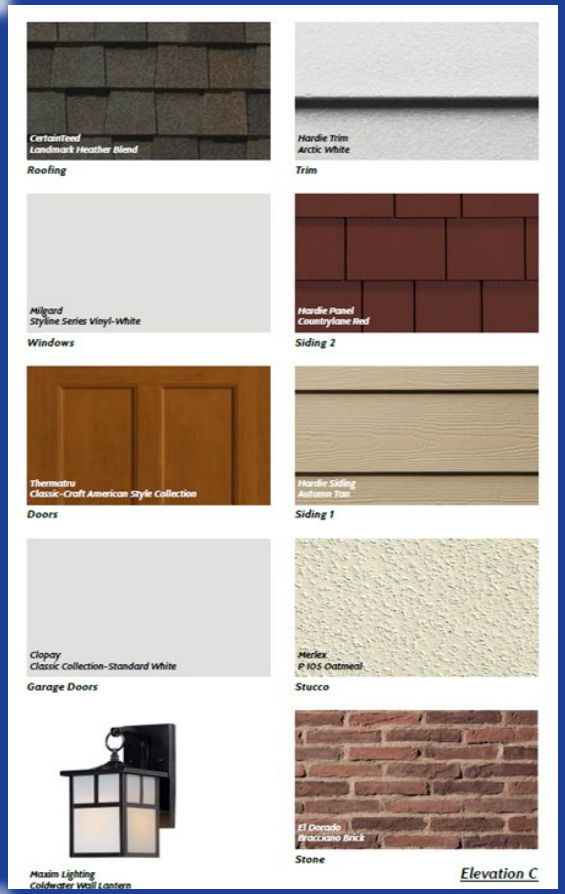
Heritage Homes

NORTH

BACK -EAST







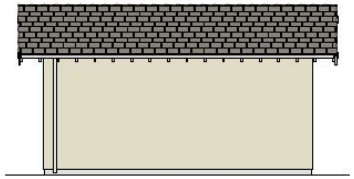
SOUTH

H STREET WEST

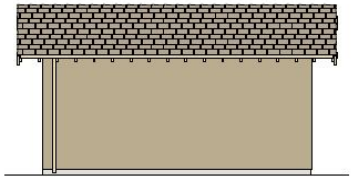
CITY OF OXNARD CALIFORNIA

Garage Elevations

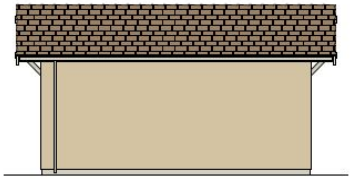
Heritage Homes



C - Garage Right



B - Garage Right

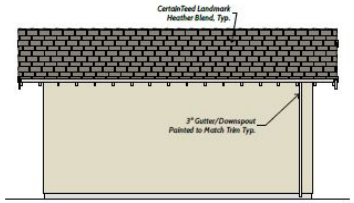


A - Garage Right

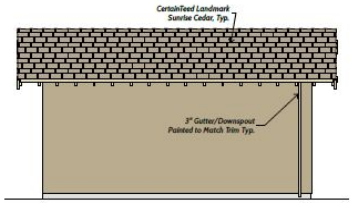
C - Garage Rear

B - Garage Rear

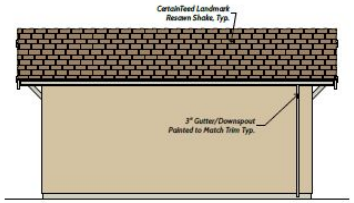
A - Garage Rear



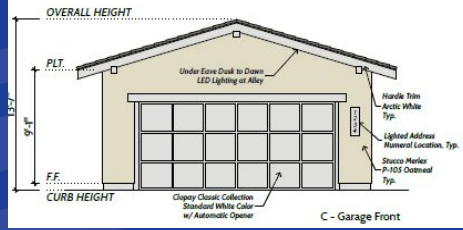
C - Garage Left



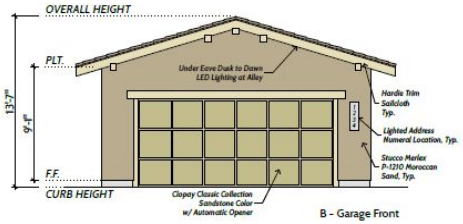
B - Garage Left



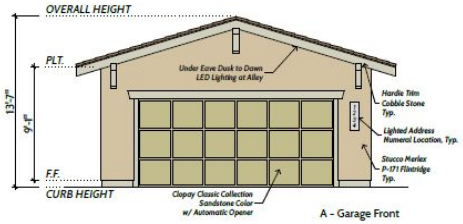
A - Garage Left



C - Garage Front



B - Garage Front



A - Garage Front

CITY OF OXNARD CALIFORNIA

Recommendation

That the City Council adopt a resolution:

- Upholding the Planning Commission's approval of Planning & Zoning No. 18-500-01 (Special Use Permit for Planned Development Permit);
- Upholding the Planning Commission's approval of Planning & Zoning No. 18-535-01 (Density Bonus); and
- Adopt a resolution upholding the Planning Commission's approval of Planning & Zoning No. 18-300-05 (Tentative Tract Map for Tract No.6009).

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CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Info/Consent** **AGENDA ITEM NO.: 1**

DATE: March 5, 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 19, 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 02.19.2019 CC regular meeting

M I N U T E S
OXNARD CITY COUNCIL
Regular Meeting
February 19, 2019

A. ROLL CALL/POSTING OF AGENDA

At 4:32 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, Bryan A. MacDonald, Oscar Madrigal, Bert Perello, Mayor Pro Tem Carmen Ramirez, and Mayor Tim Flynn were present; Councilmember Vianey Lopez was absent (arrived at 4:36 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 54956.9(d)(1), to confer with its attorneys. The titles of the litigation being discussed are: 1. April Kittel v. City of Oxnard; and 2. Manuel Covarrubias v. City of Oxnard.

The City Council will also 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-3 of the meeting agenda.

The City Council will re-convene to closed session following the end of open session business, pursuant to Government Code section 54957, to discuss the performance evaluation of the City Manager."

At 4:33 p.m., the City Council recessed to a closed session. At 5:14 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.

Additional staff members present at this time were Kevin Riper, Chief Financial Officer; and Darwin Base, Fire Chief.

D. APPOINTMENT ITEM

Finance Department

1. SUBJECT: Comprehensive Annual Financial Report.
   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.

The Chief Financial Officer introduced Eden Casareno of Eadie & Payne LLP, who gave a report. Public comments were received from Alicia Percell. Discussion ensued among the Council and staff.

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

The City Council took a brief recess at 5:45 p.m.; the meeting resumed at 6:00 p.m.

E. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

Additional staff members present at this time were Hoon Han, City Engineer; and Kathleen Mallory, Planning and Environmental Services Manager.

F. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Commendation to Alicia P. Llinnas for 40 Years of Service to Local Broadcasting.

Mayor Flynn read the commendation and presented it to Ms. Llinnas, who made some remarks.

2. SUBJECT: Presentation of the Annual Community Relations Commission Community Recognition Awards.

Community Relations Commissioners Tiffany Lopez and Helaine Stallion presented the Community Recognition awards to Jose Reveles with Commercial Auto Body (Outstanding Business), Martha "Martita" Garcia (Outstanding Senior), Christopher Ehrman (Outstanding Youth), Bertha Garcia (Outstanding Individual), and Vanessa Teran with the Mixteco/Indigena Community Organizing Project (Outstanding Community-Based Organization).

G. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Erica McCree (roach problems and broken water heater), Woodrow Thomas Sr. (roaches and needed repairs in his apartment building), Guadalupe Murillo (project deadlines for new high school construction), Manuel Herrera (resident Irene Avila, who recently passed away), Nioia Alvarado (overcrowding at Pacifica High School), Ariana Ortiz (overcrowding at Pacifica High School), Pat Brown (against the proposed outdoor vehicle storage lot near Ormond Beach), Lucy Cartagena (gun violence), and Angel Garcia (cybersecurity, leadership).

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H. REPORT OF CITY MANAGER

The Assistant City Manager gave a timeline of the progress of the proposed high school construction project.

I. CITY COUNCIL REPORTS

Councilmember Madrigal reported on attending the Rio Lindo and Cal Gisler neighborhood council meetings. He commented on the recent Rotary elementary school basketball tournaments and the recent passing of Irene Avila, the wife of La Colonia neighborhood chair Ramon Lopez.

Councilwoman Basua reported on touring her district with the City Manager to discuss areas of concern within District 5. She reported on a recent lunch and tour with the Fire Chief and wished the Santa Clara High School basketball team good luck in their upcoming CIF tournament.

Mayor Pro Tem Ramirez congratulated the police department on its third consecutive year of violent crime reduction, reported on a recent Sacramento lobbying trip with SCAG, and announced the upcoming "RescueCon" event at the PACC.

Councilmember Perello expressed condolences on the recent passings of Irene Avila and Larry White. He requested a future agenda item for a gun buy-back program. He commented on security cameras in the Sierra Linda neighborhood and dead eucalyptus trees falling on Rose Avenue.

Councilmember Lopez thanked the Police Chief for addressing recent concerns regarding crossing guards near the elementary schools and general public safety concerns in District 6.

Mayor Flynn commented on the gang injunction and the need for gang intervention programs, and announced an upcoming Finance and Governance Committee meeting that will feature a presentation on unfunded pension liabilities from the city's financial advisors.

City Attorney Department

1. SUBJECT: Resolution Opposing Offshore Oil Drilling and Related Onshore Development, Fracking, and Related Techniques.
   RECOMMENDATION: That City Council adopt **Resolution No. 15,198** 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.

Mayor Pro Tem Ramirez and the City Attorney gave a report.

Public comments were received from Patty Quiroz (on behalf of Hannah Beth Jackson), Margaret Cortese, Jose Barerra, Rudy Zamora, Tony Skinner, Maira Castro, Marc Traut, Mauricio Cruz, Bill Lind, Ken Bork, Justin Peters, Anthony Mireles, Otto Tillman, Daniel Adams, Dan Smith, Jeff Bode, Anne Traut, Chris Huston, Dane Sutherland, Andy Castillo, Martin Rodriguez, Julie Berge, Joshua Medrano, Christian Quirino, Jason Skyllingsted, Kevin Ward, Trevor Zierhut, Deborah Savalla, Steve Nash, Stacy Miller, Larry Janssen, Andrew Fish, Kristen Hislop, Tomas Morales Rebecchi, Patty Einstein, Chris Bueling, Pat Brown, Carin Wafford, Angel Garcia, Troy Corley,

DRAFT

Mike deMartino, Arturo Guido, and Helen Conly. Discussion ensued among the Council and staff.

It was moved by Mayor Flynn, seconded by Councilman MacDonald, to approve items 1 and 4 ([support] a ban on new offshore drilling, fracking, and related techniques; and a framework to develop new responsible renewable energy projects, respectively) and remove items 2 and 3 ([support] a ban on new onshore development that would support offshore oil and gas development; and a phase-out of oil and gas extraction, respectively) from the last paragraph of the proposed resolution. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, and Ramirez voted in favor; Perello voted against. The motion carried 6-1.

The City Council took a brief recess at 8:33 p.m.; the meeting resumed at 8:45 p.m.

2. SUBJECT: Letter Opposing Gun Shows at Ventura County Fairgrounds.
   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.

Mayor Pro Tem Ramirez and the City Attorney gave a report. Public comments were received from Margaret Cortese, Deborah Savalla, Steve Nash, Pat Brown, Troy Corley, Steven Auclair, Julie Diaz Martinez, Veronica Miranda, Amy Hart, and Justin Schimmel. Discussion ensued among the Council and staff.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilwoman Basua, to approve the recommended action as presented. VOTE: Basua, Lopez, Madrigal, Perello, and Ramirez voted in favor; Flynn and MacDonald voted against. The motion carried 5-2.

J. REVIEW OF INFORMATION/CONSENT AGENDA

Items L-4 were discussed among the Council and staff.

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA (None)

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.

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);

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and adopt an Addendum to the Environmental Impact Report No. 00-03 certified by City Council on July 16, 2002.

Public Works Department

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

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
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 (181) And Rehabilitation (RMRA) Fund (185)	$747,223
Local Transportation Development Act (TDA) Article 8a Fund (212)	$583,582

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

M. PUBLIC HEARING

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).
RECOMMENDATION: That City Council adopt **Resolution No. 15,199** 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.

DRAFT

The City Clerk announced the affidavit of publication and stated that one written communication had been received, as well as a request to speak from the appellant.

The Planning and Environmental Services Manager gave a report. Mark Sellers gave a presentation on behalf of the appellant. Alex Kang and Alex Sosa gave a presentation on behalf of the project applicant.

Mayor Flynn opened the public testimony portion of the public hearing. Public comments were received from Bonnie Brown, Alex Kang, Mark Sellers, and Roy Prince.

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

N. CLOSED SESSION

At 10:21 p.m., the City Council recessed to a closed session pursuant to Government Code section 54957, to discuss the performance evaluation of the City Manager. At 11:12 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.

O. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 11:13 p.m.

MICHELLE ASCENCION, CMC City Clerk	TIM FLYNN Mayor

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CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Info/Consent** **AGENDA ITEM NO.: 2**

DATE: March 5, 2019

TO: City Council

FROM: Jeffrey Lambert
Development Services Director

SUBJECT: Sixth Amendment and Budget Appropriation for Jan-Pro Cleaning Systems—Central Coast Trade Services Agreement No. A-7846 for Janitorial Services at the Oxnard Transit Center.

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

RECOMMENDATION:

That City Council:
1 Approve and authorize the Mayor to execute the Sixth Amendment to the Trade Services Agreement No. A-7846 with Jan-Pro Cleaning Systems – Central Coast to increase the amount from $502,996 not to exceed $531,193 (an increase of $27,197 plus a $1,000 contingency) and to extend the expiration date to May 1, 2019, for janitorial services at the Oxnard Transit Center at 201 East Fourth Street.
2. Approve the appropriation of $28,197, which includes a contingency of $1,000, for an additional two months of janitorial services at the Oxnard Transit Center (Account No. 213-3110-803-8209).

BACKGROUND

The Sixth Amendment to the Trade Services Agreement proposes to extend for an additional two months, from March 1, 2019 – May 1, 2019, the existing agreement for janitorial services at the Oxnard Transit Center (OTC), 201 East Fourth Street, at the current rate of $13,598.03 per month. The not-to-exceed amount for the Amendment is $531,193, which includes a contingency of $1,000. The City advertised for new janitorial services in November 2018 but rejected the bids in December due to the cost. Staff will revise the scope of work and re-advertise for custodial services. The City has an urgent need for uninterrupted custodial services while the City advertises again for bids for a new vendor.

City Council awarded the trade services agreement to Jan-Pro Cleaning Systems-Central Coast on December 8, 2015, for $12,622.26 per month. The previous Amendments extended the contract until March 1, 2019, and increased the monthly fee to $13,598.03 to reflect annual increases (2016-2018) in the living wage and related costs for the vendor.

The OTC operates 365 days per year, from 6:00 a.m. to 10:00 p.m. as the City's central bus and train terminal. The City has received unsolicited comments from the public that the OTC facility is very clean and reflects positively on the City's image since the OTC is a point of entry into the City.

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

The cost of the Sixth Amendment increases the total amount by $27,197 for janitorial services, plus a $1,000 contingency, for a total contract increase of $28,197. The not-to-exceed amount of the Agreement is $531,193. A budget appropriation of $28,197 will provide funding for the additional two months of service from TDA Fund 213 fund balance to Fund-Oxnard Transportation Center Professional Contract (Account 213-3110-803.82-09). The projected FY18-19 ending unassigned TDA (Fund 213) fund balance is $548,842 net of this appropriation request.

Prepared by Cynthia Daniels, Project Manager.

ATTACHMENTS:

Attachment A - Sixth Amendment to Jan-Pro

Attachment B - Budget Appropriation Jan-Pro

Agreement No. A-7846

SIXTH AMENDMENT TO AGREEMENT FOR TRADE SERVICES
(INCLUDES LIVING WAGE REQUIREMENTS EFFECTIVE JULY 1, 2018)

This Sixth Amendment ("Sixth Amendment") to the Trade Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 28th day of January, 2019, by and between the City of Oxnard, a municipal corporation ("City"), and JORANDA MARKETING INC. dba Jan-Pro Cleaning Systems Central Coast ("Vendor"). This Sixth Amendment amends the Agreement entered into on December 8, 2015, by City and Vendor. The Agreement previously has been amended on November 10, 2016, by a First Amendment, on July 3, 2017, by a Second Amendment, on February 5, 2018, by a Third Amendment, and on January 19, 2019, by a Fourth and Fifth Amendment.

City and Vendor agree as follows:

1. The end date in Section 3 of the Agreement is hereby amended to "shall end on May 1, 2019."

2. The not to exceed amount per month in Section 4 of the Agreement is hereby amended to "not to exceed $13,598.03 per month for the Services performed during the term of this Agreement between March 1, 2019, and May 1, 2019, to not exceed a total amount of $530,193."

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

[Signatures on next page]

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

CITY OF OXNARD

_____ _____
☒ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ _____, Buyer

ATTEST:

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

APPROVED AS TO FORM:

_____ 2/7/19
Stephen M. Fischer, City Attorney (always required) Date

_____

JAN-PRO CLEANING SYSTEMS CENTRAL COAST

_____ 2-5-2019
Greg Ibsen, President[2] Date

_____ _____
Date

[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $175,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $175,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

[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.

REQUEST FOR BUDGET APPROPRIATION

Department: Development Services **Date:** March 19, 2019

Project/Program Manager: Cynthia Daniels **Phone:** 385-7871

Reason for Appropriation:

Appropriate funding to cover costs of janitorial services at the Oxnard Transit Center for two months. Appropriation also includes a $1,000 contingency. Services will be performed by Jan Pro Cleaning Systems per Agreement No. A-7846.

Accounts and Descriptions		AMOUNT
Fund: 213 - TDA/LTF4-TRANS. FUND-99400c		
Expenditures/Transfers Out		
Transportation - OTC Operations		
213-3110-803-8209	Svcs-Other Prof/Contract	28,197
	Sub-total Expenditures	28,197
	Net Change to Fund Balance	**(28,197)**
	Net Appropriation Change	**28,197**

Approvals

Department Director _____
Jeffrey Lambert

Chief Financial Officer _____

City Manager _____

BA# (Finance Use Only)_____
BA Doc# (Finance Use Only)_____
Revi

REQUIRES CITY COUNCIL AUTHORIZATION

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CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Info/Consent** **AGENDA ITEM NO.: 3**

DATE: March 5, 2019

TO: City Council

FROM: Steve Naveau
Director of Human Resources

SUBJECT: Amending the City's Position Control Resolution and Classification and Salary Resolution.

CONTACT: Steve Naveau, Director of Human Resources
Steve.Naveau@oxnard.org, (805) 385-7947

RECOMMENDATION:

That City Council adopt pursuant to Chapter 4 of the City's Personnel Rules and Regulations:
1. A resolution amending Resolution No. 15,153 authorizing and approving classification and salary schedules.
2. A resolution amending Resolution No. 15,152 authorizing full-time equivalent positions in the City service.

BACKGROUND

Since approval of the Fiscal Year 2018/2019 budget, a number of changes have been identified by the City Manager's Office that are necessary to implement prior to the 2019/2020 fiscal year.

Development Services Department
The Economic Development Department is being dissolved, and its functions will be combined with the Development Services Department, creating a new department that will be called Community Development. To effectuate this transition, staff is recommending deleting the Director of Economic Development position and retitling the Development Services Director position to Community Development Director. The new Department will assume the four positions from the eliminated Economic Development Department and will create an Economic

Development Division, which will be managed by a new Economic Development Manager. The secondary component of this transition is also the creation of a Development Services Manager, who will be expected to manage the Building and Engineering Division. The Development Services Manager position was eliminated in July 2017, and those duties have been spread across the Supervising Civil Engineer and two Deputy Building Officials. Reinstatement of this position will provide oversight to the building and engineering permit process as well as budget oversight.

City Attorney

As the City Attorney's Office relies less on contract labor and more on their own internal expertise, staff has become aware of an issue in recruiting highly qualified attorneys. Recent recruitments have yielded little results, which necessitated an evaluation of the salary range for the Assistant City Attorney salaries. Human Resources has determined that our salaries for this level of attorney are lagging the market, and as such staff is recommending increasing the top of the range to be more in alignment with the market. It is expected that with this increase the City will see more quality candidates applying for the currently vacant positions. There is no immediate cost increase with this change. This change will allow current employees the ability to receive annual increases over a more protracted period of time.

Additionally, the Law Office Manager position was added to the City's classification schedule in the 1990s and has not been updated since that time. The evolution in the duties and responsibilities of the Law Office Manager classification warrant an adjustment to the salary range for the position, based upon similar duties of other City management positions that are in the M44 class such as direct supervision of support staff; evaluating support staff; and assisting in developing and compiling the office budget. In addition, the position requires more difficult and complex legal assistance duties including the review of public liability and property damage claims; participation in litigation management and debt collection program supervision; preparing a variety of City Attorney's Office reports and agreements with special counsel; and providing a variety of paralegal support. The current range of M19 for the Law Office Manager has created compaction issues with the salary of the support staff who the Law Office Manager supervises. This change will avoid future salary compaction issues with the support staff who are managed by the Law Office Manager.

Housing Department

To secure the candidates necessary to implement the City Manager's vision for the Housing Department, it is necessary to increase the salary range so that the position is paid commensurate with the additional responsibilities that the City Manager is intending to assign. There are several key projects that are new and are normally not assumed by a Housing Department that is structured as Oxnard's has been. Two such programs are directly addressing homelessness in our community and job development for low income residents. Given the size and scope of these issues, it is critical that we attract and retain a dynamic individual with prior experience in these areas as well as in housing.

Public Works

For the last two years, the Public Works Department has used interim assignments to fill in the management gaps in the Corporate Yard. With those positions now filled, there is an additional change that needs to be made to fill the management ranks and ensure adequate oversight of staff. The elimination of the Facility Maintenance Supervisor and addition of the Maintenance Services Manager will acknowledge the span of control that is being delegated to this position. This position will be responsible for the management of facilities, graffiti abatement, and the golf courses. The salary is in alignment with the other management level position at the Yard, and there is no increase in cost for the fiscal year as the incumbent's salary is within the recommended salary range.

FINANCIAL IMPACT

The changes being requested above will not require an additional budget appropriation for current fiscal year as the incumbents being affected by these changes are already within the proposed salary ranges and the new position will be funded through vacancy savings.

Prepared by Steve Naveau, Human Resources Director

ATTACHMENTS:

Allocation Resolution

Classification and Salary Resolution

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING RESOLUTION NO. 15,152 AUTHORIZING FULL-TIME EQUIVALENT POSITIONS PURSUANT TO CHAPTER 4 OF THE CITY PERSONNEL RULES AND REGULATIONS

WHEREAS, Chapter 4, Section 4.7 of the City of Oxnard Personnel Rules and Regulations provides that the City Manager from time to time may revise the number of positions in each classification as necessary to perform the work of the classification, provided that the total expense to be incurred for such work shall be limited to the amount appropriated by the City Council for the classification; and

WHEREAS, the City Council has reviewed the revisions and finds that they are desirable and in the interest of maintaining an efficient municipal organization.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to amend Resolution No. 15,152 with the following changes to the adopted FY18/19 position allocations as specified:

			Proposed	**New**
Department	**Title**	**Adopted 18/19**	**Change**	**Allocation**
Economic Development	Administrative Secretary III	1	-1	0
	Economic Development Director	1	-1	0
	Management Analyst II	1	-1	0
	Project Manager	1	-1	0
Development Services	Development Services Director	1	-1	0
	Community Development Director	0	1	1
	Administrative Secretary III	3	1	4
	Management Analyst II	0	1	1
	Project Manager	0	1	1
	Economic Development Manager	0	1	1
	Development Services Manager	0	1	1

			Proposed	New
Department	**Title**	**Adopted 18/19**	**Change**	**Allocation**
City Manager	Executive Assistant to the City Manager I	1	-1	0
	Executive Assistant to the City Manager II	0	1	1
	Media & Community Relations Manager1	1	-1	0
	Senior Advisor	0	1	1
Grand Total		10	1	11

PASSED AND ADOPTED this 5th day of March, 2019, by the following vote:

YES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn, Mayor

ATTEST:

_____
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING RESOLUTION NO. 15,153 AUTHORIZING AND APPROVING CLASSIFICATION AND SALARY SCHEDULES PURSUANT TO CHAPTER 4 OF THE CITY PERSONNEL RULES AND REGULATIONS

WHEREAS, Chapter 4, Article 4.5 of the City of Oxnard Personnel Rules and Regulations requires that the City of Oxnard classification listing all classes of positions in the general city service be established by resolution of the City Council; and,

WHEREAS, Chapter 4, Article 4.8 of the City of Oxnard Personnel Rules and Regulations provides that the City Manager shall recommend to the City Council the creation of a new or additional position allocated to an existing class whenever possible; otherwise, the City Manager shall recommend to the City Council the creation of a new classification; and,

WHEREAS, Chapter 4, Article 4.9 of the City of Oxnard Personnel Rules and Regulations requires City Council approval to establish a new classification title and salary range.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to amend Exhibit "A" of Resolution No. 15,153 in accordance with Chapter 4, Articles 4.5, 4.7, 4.8 and 4.9 of the City of Oxnard Personnel Rules and Regulations, by adding two new classifications and modifying the annual salaries of six (6) existing classifications as follows:

Salary Grade	Classification Title	FLSA Status	Union Code	Compensation Frequency	Salary Range
E09	Community Development Director	Exempt	Exec.	Salaried	$147,253.94 - $202,474.41
M67	Economic Development Manager	Exempt	Exec.	Salaried	$101,907.95 - $154,405.63
M83	Development Services Manager	Exempt	Exec.	Salaried	$96,758.42 - $159,300.25
M89	Assistant City Attorney	Exempt	Exec.	Salaried	$112,312.83 - $184,121.90
M67	Senior Advisor	Exempt	Exec.	Salaried	$101,907.95 - $154,405.63
E09	Housing Director	Exempt	Exec.	Salaried	$147,253.94 - $202,474.41
M44	Maintenance Services Manager	Exempt	OMMA	Salaried	$73,418.25 - $121,950.78
M29	Law Office Manager	Exempt	Conf.	Salaried	$64,514.77 - $107,704.09

PASSED AND ADOPTED this 5th day of March, 2019, by the following vote:

YES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn, Mayor

ATTEST:

_____
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

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CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Info/Consent** **AGENDA ITEM NO.: 4**

DATE: March 5, 2019

TO: City Council

FROM: Rosemarie Gaglione
Public Works Director

SUBJECT: Personnel Classifications for Public Works, Environmental Resources Division.

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

RECOMMENDATION:

That City Council adopt pursuant to Chapter 4 of the City Personnel Rules and Regulations:
1. A resolution amending Resolution No. 15,153, adding six (6) new classifications.
2. A resolution amending Resolution No. 15,152, authorizing full time equivalent positions for the 2018-2019 fiscal year

(Public Works and Transportation Committee approved 3-0)

BACKGROUND

The Public Works, Environmental Resources Division has 172 budgeted positions. While these positions are funded, there are six (6) unique classifications that require final Council approval to be created and placed on the City of Oxnard Personnel Classification List.

DISCUSSION

The following six (6) new classifications have been created:

1. Environmental Resources Division Manager
2. Chief of Collections
3. Route Checker
4. Call Center Manager
5. Material Recovery Facility (MRF) Manager
6. Health, Safety and Training Officer

These positions are full-time and currently budgeted. They are critical to addressing ongoing operational and permit requirements in addition to State of California Mandatory Commercial Recycling (MCR) and Mandatory Organics Recycling (MORe) program implementation. The City of Oxnard has fallen behind in implementing these programs and is currently facing a compliance order on the MCR. If the program is not implemented per the compliance order, the City faces potential fines of $10,000 per day.

In August 2018, an Administrative Technician was moved from Public Works Administration to the Environmental Resources Division to assist in the increasing procurement needs. This position needs to be formally added to the Environmental Resources Division so the Public Works Administration can recruit a replacement.

In order to proceed with recruitments in Public Works Administration and the Environmental Resources Division, the six (6) new classifications and one (1) additional position must be approved by City Council by amending the City's current Schedule of Classifications. The appropriate bargaining unit representatives have been advised of this action and have no objections.

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

Of the proposed changes, the annual cost to reclass ten existing positions and add new Administrative Technician position is approximately $120,000 to $150,000. The annual cost will be built into Proposed Budget FY 2019-20 and future years. For current Fiscal Year 2018-19, there will be minimal cost impact due to recruitment lag and salary saving available to offset costs. Sufficient funds exist in Environmental Resources Division Fund 631 to cover all costs associated with staffing levels.

FROM EXISTING			TO RECOMMENDATION		
Salary Grade	**Classification Title**	**Position**	**Salary Grade**	**Classification Title**	**Position**
M87	Environmental Resources/MRF Manager	-1	**M87**	**Environmental Resources Division Manager**	**1**
M36	MRF Manager	-1	**M36**	**Chief of Collections**	**1**
M36	MRF Manager	-1	**M36**	**Call Center Manager**	**1**
BEM 86	Senior Wastewater Collection Operator	-5	**BGN105**	**Route Checker**	**5**
M40	Project Manager	-1	**M44**	**MRF Manager**	**1**
BGJ 104	Senior Wastewater Mechanic	-1	**M26**	**Health, Safety, & Training Officer**	**1**
			A36	**Admin Technician**	**1**
	Total	**-10**		**Total**	**11**

COMMITTEE OUTCOME

The Public Works and Transportation Committee voted 3-0 on 2/12/19 to approve staff recommendation and to forward the item for Council approval.

Prepared by Todd Housley, Environmental Resources Division Manager.

ATTACHMENTS:

Attachment A - Position Control Resolution 15,152

Attachment B – Classification and Salary Resolution 15,153

CITY COUNCIL OF THE CITY OF OXNARD
RESOLUTION NO. _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING RESOLUTION NO. 15,152 POSITION CONTROL PURSUANT TO CHAPTER 4 OF THE CITY PERSONNEL RULES AND REGULATIONS

WHEREAS, Chapter 4, Section 4.7 of the City of Oxnard Personnel Rules and Regulations provides that the City Manager from time to time may revise the number of positions in each classification as necessary to perform the work of the classification, provided that the total expense to be incurred for such work shall be limited to the amount appropriated by the City Council for the classification.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to amend Resolution No. 15,152 as follows:

				Mid-Year
		FY 18/19	Changes	FY 18/19
PUBLIC WORKS		Adopted	For FY 18/19	Totals
ENVIRONMENTAL RESOURCE	ACCOUNT CLERK III	3	0	3
	ACCOUNTING TECHNICIAN	1	0	1
	ADMINISTRATIVE ASSISTANT	1	0	1
	ADMINISTRATIVE SECRETARY III	1	0	1
	ADMINISTRATIVE TECHNICIAN	0	1	1
	CALL CENTER MANAGER	0	1	1
	CHIEF OF COLLECTIONS	0	1	1
	CONTAINER SERVICE WORKER	2	0	2
	CUSTOMER SERVICE REP I/II	12	0	12
	ENVIRONMENTAL RESOURCES SUPV	5	0	5
	ENVIRON RESOURCES/MRF MANAGER	1	-1	0
	ENVIRON RESOURCES DIVISION MANAGER	0	1	1
	EQUIPMENT OPERATOR	12	0	12
	HEALTH, SAFETY & TRAINING OFFICER	0	1	1
	MAINTENANCE WORKER TRAINEE	22	0	22
	MANAGEMENT ANALYST III	1	0	1
	MRF DISPATCHER	3	0	3
	MRF MACHINERY OPERATOR	3	0	3
	MRF MANAGER	2	-1	1
	MRF MECHANIC	3	0	3
	OFFICE ASSISTANT I	1	0	1
	OUTREACH/EDUCATION SPECIALIST	1	0	1
	PROJECT MANAGER	1	-1	0

	RECYCLING MANAGER	1	0	1
	ROUTE CHECKER	0	5	5
	SOLID WASTE EQUIP OPER II	49	0	49
	SOLID WASTE TRANS OPERATOR	14	0	14
	SORTER	26	0	26
	SR. WASTEWATER COLLECTION OPERATOR	5	-5	0
	SR. WASTEWATER MECHANIC	1	-1	0
	TREATMENT PLANT ELECTRICIAN	1	0	1
ENVIRONMENTAL RESOURCE TOTAL		**172**	**1**	**173**

PASSED AND ADOPTED this_ day of March, 2019 by the following vote:

YES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn, Mayor

ATTEST:

_____
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING RESOLUTION NO. 15,153 PURSUANT TO CHAPTER 4 OF THE CITY PERSONNEL RULES AND REGULATIONS TO ADD PERSONNEL CLASSIFICATIONS FOR THE PUBLIC WORKS, ENVIRONMENTAL RESOURCES DIVISION

WHEREAS, Chapter 4, Section 4.5 of the City of Oxnard Personnel Rules and Regulations requires that the City of Oxnard classification listing all classes of positions in the general city service be established by resolution of the City Council; and,

WHEREAS, Chapter 4, Section 4.9 of the City of Oxnard Personnel Rules and Regulations requires City Council approval to establish a new classification title and salary range.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to amend Resolution No. 15,153 as follows:

1. In ACCORDANCE WITH Chapter 4, Section 4.5 and 4.9 of the City of Oxnard Personnel Rules and Regulations, the following six (6) classifications and salary ranges are established effective March 5, 2019:

Salary Grade	Classification Title	FLSA Status	Union Code	Compensation Frequency	Hourly (H)/ Salary (S) Range
M87	Division Manager	E	OMMA	Salaried	$103,026.56 - $169,322.82 (S)
M26	Health, Safety & Training Officer	E	OMMA	Salaried	$62,629.42 - $104,688.90 (S)
M36	Chief of Collections	E	OMMA	Salaried	$68,414.74 - $113,944.48 (S)
M36	Call Center Manager	E	OMMA	Salaried	$68,414.74 - $113,944.48 (S)
M44	MRF Manager	E	OMMA	Salaried	$73,418.18 - $121,950.82 (S)
BGN105	Route Checker	NE	IUOE	Hourly	$26.9698 - $36.3508 (H)

PASSED AND ADOPTED this 5th day of March, 2019, by the following vote:

YES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn, Mayor

ATTEST:

_____

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

_____

Stephen M. Fischer, City Attorney

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CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Info/Consent** **AGENDA ITEM NO.: 5**

DATE: March 5, 2019

TO: City Council

FROM: Rosemarie Gaglione
Public Works Director

SUBJECT: Approve Second Amendment to Ventura County Watersheds Coalition Interagency Agreement

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

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute a Second Amendment to the Memorandum of Understanding (MOU) Agreement A-7091 with the Watersheds Coalition of Ventura County, to:
(1) Extend the term of the MOU Agreement for five (5) years through August 22, 2023; and
(2) Increase the value of the MOU by $40,000 per Fiscal Year, for a total amount of $200,000.

BACKGROUND

Since 2008, the City of Oxnard has participated in the Watersheds Coalition of Ventura County (WCVC) to manage water and related resources. WCVC was formed to create an Integrated Regional Water Management (IRWM) watershed-wide planning group to access funding from a series of voter-approved water bonds: Proposition 50 (2002), Proposition 84 (2006) and Proposition 1 (2014). WCVC prepares and submits applications for water bond grants and develops the Integrated Regional Water Management Plan (IRWMP). The group's members include the County, the ten cities in Ventura County and/or their public water purveyor, many of the water-related special districts and non-profit groups. Under the WCVC umbrella, each agency participates in watershed-specific committees that implement annual work plans led by a coordinator. The City of Oxnard is a member of the Santa Clara River Watershed (SCRW) Committee.
Over the years, the program has earned the successful award of $82 million in grant funding, contributing to $295 million worth of water-related projects. In 2008, the City received $3

million in grant funds from Proposition 50. In 2011, the City received and coordinated $960,599 funds from Proposition 84 Round 1 for the Ventura County Regional Landscape Water Use Efficiency Program (VCRULE). In 2014, the City received $1.1 million for the development of the Aquifer and Storage Recovery demonstration pilot well from the Proposition 84 Drought Round.

DISCUSSION

The Second Amendment extends the MOU term an additional five (5) years and adds $40,000 in funding for the IRWM participation fee and the SCRW Committee coordinator position. Since the MOU's commencement in 2008, the City has paid approximately $200,000. The benefit for the City's membership in the IRWM program has resulted in grant awards of over $5 million for a variety of critical infrastructure projects.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The cost to participate in the WCVC is shared by agency members, and the FY 2018-19 cost share for the City is $23,000, twelve (12) percent of the WCVC total approved annual budget of $188,000. The City also contributes approximately $11,000 annually as cost share to support the Santa Clara River Watershed Committee coordinator position. The City's total cost share of approximately $34,000 is included in the FY18-19 budget in the Water Operating (601-6010 - $27,200) and Stormwater Funds (114-3501 - $6,800). Funding of future fiscal years will be included in the recommended budget of the respective fiscal year. The annual scope of work is approved by each watershed stakeholder group for both programs, which may result in minor fluctuations in contribution amounts from year to year. If the annual amount exceeds the authorized $40,000 in any of the next five years, staff will return to Council for necessary approval.

Prepared by Burris DeBenning, Management Analyst II

ATTACHMENTS:

Attachment A - Agreement A-7091 IRWM 2nd Amendment

Attachment B - Agreement A-7091 IRWM 1st Amendment.docx

Attachment C - Agreement A-7091 IRWM.docx

Agreement No. A-7091

Second Amendment to Memorandum of Understanding (MOU) to Participate in the Watersheds Coalition of Ventura County's Integrated Regional Water Management (IRWM) Planning Efforts

Between the County of Ventura and the City of Oxnard

This Amendment to MOU to Participate in the Watersheds Coalition of Ventura County's IRWM Planning Efforts ("Amendment") is made this _____ day of _____, 2019, between the County of Ventura and the City of Oxnard.

WHEREAS, the parties entered into the MOU in furtherance of Ventura County's IRWM planning efforts; and

WHEREAS, the MOU has a five-year term and is set to expire on August 22, 2018; and

WHEREAS, the parties wish to continue their participation in IRWM planning beyond the current expiration date of the MOU.

For valuable consideration, the receipt of which is hereby acknowledged, IT IS MUTUALLY AGREED BY THE PARTIES THAT:

1. The Term of the MOU is extended to August 22, 2023.

2. All terms of the MOU remain in full force and effect except as expressly modified by this Amendment.

3. Each of the parties represents and warrants that each person signing this Amendment on its behalf has legal authority to sign this Amendment, and bind that party.

4. This Amendment will be considered binding and effective when it has been fully executed by the parties. This Amendment may be executed in counterpart originals, with all counterparts taken as a whole, constituting the complete Amendment.

Wherefore, having read the foregoing and having understood and agreed to the terms of this Amendment, the parties voluntarily affix their signatures below.

[Signatures on next page]

Agreement No. A-7091

CITY OF OXNARD

_____
Tim Flynn, Mayor

APPROVED AS TO FORM

_____
Stephen M. Fischer, City Attorney

ATTEST:

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

COUNTY OF VENTURA

_____
Michael Powers, County Executive Officer

Executed on the day and year aforesaid.

Amendment to Memorandum of Understanding (MOU) to Participate in the Watersheds Coalition of Ventura County's Integrated Regional Water Management (IRWM) Planning Efforts

Between the County of Ventura ("County") and City of Oxnard ("City")

The County and City entered into a Memorandum of Understanding to Participate in the Watersheds Coalition of Ventura County's IRWM Planning Efforts in August of 2008 ("MOU"); and

This Amendment to the MOU ("Amendment") is made this __ day of December, 2014, between the County and City.

WHEREAS the County and City entered into the MOU in furtherance of Ventura County's IRWM planning efforts; and

WHEREAS, the MOU has a five-year term and was set to expire on September 9, 2013; and

WHEREAS, the City and County wish to continue their participation in IRWM planning beyond the current expiration date of the MOU.

For valuable consideration, the receipt of which is hereby acknowledged, IT IS MUTUALLY AGREED BY THE COUNTY AND CITY THAT:

1. The term of the MOU is extended to September 9, 2018.

2. All terms of the MOU remain in full force and effect except as expressly modified by this Amendment.

3. Each of the parties represents and warrants that each person signing this Amendment on its behalf has legal authority to sign this Amendment, and bind that party.

\\\

\\\

4. This Amendment will be considered binding and effective when it has been fully executed by the County and City. This Amendment may be executed in counterpart originals, with all counterparts taken as a whole constituting the complete Amendment.

5. City and County agree that the Amendment shall be retroactive to September 9, 2013.

Wherefore, having read the foregoing and having understood and agreed to the terms of this Amendment, the parties voluntarily affix their signatures below.

CITY OF OXNARD

Greg Nyhoff, City Manager

COUNTY OF VENTURA

Michael Powers, County Executive Officer

APPROVED AS TO FORM:

For

Stephen M. Fischer, Interim City Attorney

Executed on the day and year aforesaid.

Agreement No. A-7091

Memorandum of Understanding (MOU) between City of Oxnard and the County of Ventura to Participate in the Watersheds Coalition of Ventura County's Integrated Regional Water Management (IRWM) Planning Efforts

This agreement is made effective September 9, 2008, by and between the County of Ventura (County) and the City of Oxnard with respect to the following recitals:

Whereas, a *stakeholder group* known as the Watersheds Coalition of Ventura County (WCVC) comprised of representatives from a diverse group if interests throughout Ventura County was established to pursue integrated regional water management goals for the three main watersheds of Ventura County (Calleguas Creek, Santa Clara River and Ventura River); and

Whereas, the primary role of the WCVC is to develop a comprehensive integrated Regional Water Management (IRWM) Plan, as defined in California Water Code Section 10530 et seq., and to prepare and submit grant applications on behalf of various stakeholders to fund projects identified by the IRWM Plan; and

Whereas, WCVC requested that the County of Ventura serve as the Coalition's lead agency for purposes of coordinating IRWM planning activities locally and executing agreements with the State; and

Whereas, the County and other WCVC member entities pursuant to statute, adopted the WCVC IRWM Plan; and

Whereas, in accordance with the State's IRWM program guidelines, the WCVC is required to facilitate IRWM planning with an open, public process and to produce and maintain various information resources including, but not limited to, a local database, website, and the IRWM Plan, itself, as outlined in a scope of work (Attachment A) adopted by the WCVC; and

Whereas, with the passage of Proposition 84 and future water and water-related bonds, there will be ongoing opportunities for funding IRWM Plan amendments and projects; and

Whereas, it has been determined that the WCVC's IRWM program and stakeholder process, initiated to draft an IRWM Plan should be continued into the future to provide an ongoing forum for regional collaboration on water-related planning and to fulfill various obligations associated with the State's IRWM planning and implementation grant programs; and

Whereas, the purpose and intent of this agreement is to set forth mutual responsibilities involving the County and the City of Oxnard regarding: 1) ongoing IRWM program

coordination, planning and implementation; 2) ongoing opportunities for funding future IRWM Plan amendments and projects; and, 3) reimbursement to the County for related staffing costs.

In consideration of the mutual duties set forth in this agreement, the parties agree as follows:

1. The County, as the lead agency for WCVC, is responsible for and will:
   a. Coordinate activities of the WCVC based on the approved scope of work and at the WCVC's direction, including preparation of the updated IRWM Plan and Plan amendments consistent with future funding program guidelines.
   b. Prepare WCVC and related committee meeting agendas and coordinate meeting preparation and meeting follow-up.
   c. Consult with members of the WCVC on an as-needed basis.
   d. Obtain water-related project input from the WCVC participating jurisdictions consistent with Paragraph 2 below.
   e. Assist the WCVC with the ongoing efforts of the watershed committees.
   f. Coordinate with other Ventura County agencies, jurisdictions and agencies in presenting the updated IRWM Plan and IRWM Plan amendments to policy boards, commissions and councils.

2. The County and the City of Oxnard will work together so that the IRWM program, updated Plan, Plan amendments and projects comply with and incorporate relevant sections of Proposition 84, Chapter 2 of the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act and future IRWM program principles and criteria, as determined by the State.

3. The annual cost of administering the WCVC shall be borne by the WCVC participating agencies based on an approved scope of work. A general consensus vote in support of the annually proposed scope of work by WCVC shall constitute approval. The City of Oxnard's participation in this MOU constitutes its consent to annually fund the City of Oxnard's fair share of the cost of administration as determined by WCVC. The City of Oxnard's obligation to pay its share of the annual cost is subject to the City of Oxnard appropriating sufficient funds for each funding year.

4. The County has and will continue to maintain a special account within the CEO's Trust Account for IRWM program activities in which the funds received from the City of Oxnard under Paragraph 3 will be placed.

5. Costs for the County's staffing services will be reimbursed from the Trust Account. Costs will include staff planning, coordination and preparation services, and any materials provided by the County. The County has the right to contract for administrative services in support of WCVC for work designated in the approved scope of work.

6. The agreement shall become operational upon the City of Oxnard providing its initial fair share contribution as determined by the WCVC and the County's acceptance of the contribution. County shall have the ability to terminate this Memorandum of Understanding in the event that sufficient funding to continue the IRWM program process is not contributed by WCVC members. This MOU supercedes the previous MOU regarding IRWM planning efforts and County costs.

7. The term of this agreement is from September 9, 2008 to September 9, 2013.

IN WITNESS THEREOF, the Parties hereto have authorized their respective agents to enter into this Agreement as follows:

CITY OF OXNARD

Dr. Thomas E. Holden, Mayor

COUNTY OF VENTURA

Peter C. Foy, Chair Board of Supervisors

ATTEST:

9/12/08

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg
Interim City Attorney

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CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Info/Consent** **AGENDA ITEM NO.: 6**

DATE: March 5, 2019

TO: City Council

FROM: Rosemarie Gaglione
Public Works Director

SUBJECT: Third Amendment to VRSD Santa Clara Landfill Gas and Water Monitoring Agreement.

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

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute the Third Amendment to Agreement No. 7167-15-CM with Ventura Regional Sanitation District for monitoring and reporting for the City of Oxnard's closed Santa Clara Landfill to increase the amount of the Agreement by $99,987 to $418,215.91, and extend the term to June 30, 2019.

BACKGROUND

The Ventura Regional Sanitation District (VRSD) has managed the Santa Clara Landfill since its closure and until the construction of the City's River Ridge Golf Course. In May 2002, VRSD leased two (2) parcels of real property, including a landfill parcel, to the City for the purpose of constructing and maintaining golf course facilities. From 2002 to 2015, VRSD has been providing regulatory testing and reporting services to monitor the area's groundwater and gas emissions affected by the presence of decomposing refuse below the surface.
On June 8, 2015, the City and VRSD entered into a new Agreement, wherein VRSD agreed to continue to provide monitoring and reporting services as a requirement per the post-maintenance agreement of the Landfill. The Agreement was valid from June 8, 2015 to June 30, 2016, with a not to exceed amount of $75,050.91. The First Amendment was approved on April 11, 2017 and extended the term of the Agreement to June 30, 2017 and added $129,457 for a new total not to exceed of $204,507.91. The Second Amendment approved on November 2, 2017 extended the term to June 30, 2018, added new Scope of

Services and increased the amount to $113,721, for a new total not to exceed amount of $318,228.91.

DISCUSSION

The Public Works Department is requesting a Third Amendment to the Agreement with VRSD, extending the term to June 30, 2019 and adding $99,987, for a new not to exceed amount of $418,215.91. The services provided by VRSD are critical for the City to meet local, state and federal air and groundwater quality mandates. VRSD is still the optimum choice to deliver these services since it owns and is most familiar with the Landfill.

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 funding is budgeted for the monitoring of landfill under Golf Course Operating Landfill Monitoring Contract (Account No. 651-6402-842-8209) for Fiscal Year 2018-2019. This budgeted amount of $100,000 is sufficient through the entire term of the Third Amendment. For Fiscal Year 2019-20, Public Works will consider additional funding during the budget cycle.

Prepared by Burris DeBenning, Management Analyst II

ATTACHMENTS:

Attachment A - VRSD 7167-15-CM Third Amendment

Attachment B - VRSD 7167-15-CM Second Amendment

Attachment C - VRSD Agreement No. 7167-15-CM First Amendment

Attachment D - VRSD 7167-15-CM Original Agreement

AMENDMENT NO. 3
TO
CITY OF OXNARD AGREEMENT NO. 7167-15-CM
AND
VENTURA REGIONAL SANITATION DISTRICT CONTRACT NO. 15-027

AGREEMENT FOR CONSULTING SERVICES

THIS THIRD AMENDMENT ("Third Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this ___ day of _____, 2019, by and between the City of Oxnard, a municipal corporation ("City"), and Ventura Regional Sanitation District, a public agency formed pursuant to California Health & Safety Code Section 4700 *et seq*. ("Consultant"). Together, City and Consultant shall be referred to herein as "Parties."

RECITALS

A. On June 8, 2015, City and Consultant entered into the Agreement, which was designated by the City as Agreement No. 7167-15-CM and by the Consultant as VRSD Contract No. 15-027.

B. In this Agreement, Consultant agreed to provide consulting services (which include but is not limited to landfill gas perimeter probe monitoring and reporting, landfill gas surface monitoring and reporting, storm water monitoring and reporting, gas collection system and flare operations and maintenance, and gas collection system monitoring) to the City for the closed Santa Clara Landfill, which is located on a parcel owned by the City; and

C. On April 11, 2017, City and Consultant agreed to amend the Agreement to update and modify certain provisions (First Amendment); and

D. On November 2, 2018, City and Consultant agreed to amend the Agreement to renew and extend the Agreement for one year and add additional compensation to Consultant (Second Amendment), and the Agreement, as amended, is attached and incorporated herein by reference as **Exhibit D-3**.

E. The Parties acknowledge and agree that the Agreement should be renewed and extended for another twelve (12) months to allow City the time and opportunity to solicit and consider outside bids for consulting services covered by this Agreement, and that additional compensation to Consultant should be added for this twelve-month extension, and that this can be accomplished by amending the Agreement accordingly.

AMENDMENT TERMS AND CONDITIONS

NOW, THEREFORE, based upon valuable consideration below and the recitals above, the Parties agree as follows:

1. The following language shall replace the original provisions of Section 8 in the Agreement, as previously modified Paragraph 2 of the Second Amendment:

"8. <u>Time for Performance</u>

The Services performed under this Agreement shall be completed by June 30, 2019.

City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays."

2. The following language shall replace the original provisions of Section 12 in the Agreement, as previously modified by the Second Amendment:

"12. Term of Agreement

This Agreement shall begin on July 1, 2015, and expire on June 30, 2019."

3. The following language shall replace the original provisions of Section 14.a. in the Agreement, as previously modified by the Second Amendment:

"14. Compensation

a. City agrees to pay Consultant in an amount not to exceed $418,215.91 for the Services at rates provided in **Exhibit B-3** attached hereto and incorporated herein by this reference."

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

-- THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK --

IN WITNESS WHEREOF, the Parties have executed this Second Amendment on the day and year first written above.

VENTURA REGIONAL SANITATION DISTRICT ("Consultant")

By_____
KEVIN KILDEE
Chairman of the Board

ATTEST:

By_____
JULIET RODRIGUEZ
Clerk of the Board

APPROVED AS TO FORM:
ARNOLD, LAROCHELLE,
MATHEWS, VANCONAS & ZIRBEL, LLP

By_____
ROBERT N. KWONG
Legal Counsel for District

APPROVED AS TO ADMINISTRATION:

By_____
CHRIS THEISEN
General Manager

CITY OF OXNARD ("City")

By_____
TIM FLYNN
Mayor

ATTEST:

By_____
MICHELLE ASCENCION, CMC
City Clerk

APPROVED AS TO FORM:

By_____
STEPHEN FISCHER
City Attorney

EXHIBIT D-3

AMENDMENT NO. 2
TO
CITY OF OXNARD AGREEMENT NO. 7167-15-CM
AND
VENTURA REGIONAL SANITATION DISTRICT CONTRACT NO. 15-027

AGREEMENT FOR CONSULTING SERVICES

THIS SECOND AMENDMENT ("Second Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 2nd day of November, 2017, by and between the City of Oxnard, a municipal corporation ("City"), and Ventura Regional Sanitation District, a public agency formed pursuant to California Health & Safety Code Section 4700 *et seq.* ("Consultant"). Together, City and Consultant shall be referred to herein as "Parties."

RECITALS

A. On June 8, 2015, City and Consultant entered into the Agreement, which was titled both City of Oxnard Agreement No. 7167-15-CM and VRSD Contract No. 15-027.

B. In this Agreement, Consultant agreed to provide consulting services to the City for the closed Santa Clara Landfill which included landfill gas perimeter probe monitoring and reporting, landfill gas surface monitoring and reporting, storm water monitoring and reporting, gas collection system and flare operations and maintenance, and gas collection system monitoring; and

C. On April 11, 2017, City and Consultant agreed to amend the Agreement to update and modify certain of its provisions, and the full Agreement, as amended, is attached as **Exhibit D-2** hereto and incorporated herein by reference; and

D. The Parties acknowledge and agree that the Agreement should be renewed and extended for one additional year, and that additional compensation to Consultant should be added, and that this can be accomplished by amending the Agreement accordingly.

AMENDMENT TERMS AND CONDITIONS

NOW, THEREFORE, based upon valuable consideration below and the recitals above, the Parties agree as follows:

1. The following language shall replace the original provisions of Section 1in the Agreement, as previously modified Paragraph 1 of the First Amendment:

"1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in **Exhibit A-2** attached hereto and incorporated herein by this reference (the "**Services**")."

COUNCIL APPROVED
1/23/2018 J5
DATE

2. The following language shall replace the original provisions of Section 8 in the Agreement, as previously modified Paragraph 2 of the First Amendment:

"8. Time for Performance

The Services performed under this Agreement shall be completed by June 30, 2018. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays."

3. The following language shall replace the original provisions of Section 12 in the Agreement, as previously modified Paragraph 6 of the First Amendment:

"12. Term of Agreement

This Agreement shall begin on July 1, 2015, and expire on June 30, 2018."

4. The following language shall replace the original provisions of Section 14.a. in the Agreement, as previously modified Paragraph 7 of the First Amendment:

"14. Compensation

a. City agrees to pay Consultant in an amount not to exceed $318,228.91 for the Services at rates provided in **Exhibit B-2** attached hereto and incorporated herein by this reference."

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

IN WITNESS WHEREOF, the Parties have executed this ~~First~~ Second Amendment on the day and year first written above.

VENTURA REGIONAL SANITATION DISTRICT ("Consultant")

By _____
WILLIAM WEIRICK
Chairman of the Board

ATTEST;

By _____
JULIET RODRIGUEZ
Clerk of the Board

APPROVED AS TO FORM:
ARNOLD, LAROCHELLE, MATHEWS, VANCONAS & ZIRBEL, LLP

By _____
ROBERT N. KWONG
Legal Counsel for District

APPROVED AS TO ADMINISTRATION:

By _____
CHRIS THEISEN
General Manager

CITY OF OXNARD ("City")

By _____
TIM FLYNN
Mayor

ATTEST:

By _____
MICHELLE ASCENCION
City Clerk

APPROVED AS TO FORM:

By _____
STEPHEN FISCHER
City Attorney

APPROVED AS TO CONTENT:

By _____
THIEN NG
Interim Public Works Director

By _____
MIKE MORE
Risk Manager

Exhibit A-2
Scope of Services

Landfill Gas Perimeter Probe Monitoring and Reporting

1. Conduct monthly perimeter landfill gas probe monitoring as required by California Code of Regulations (CCR) Title 27. Submit monthly reports to the County of Ventura Environmental Health Division.

2. Monitor the 3 on-site landfill gas detection systems located at the Clubhouse and Maintenance Tent. Calibrate as required by the manufacturer. Respond to gas alarms as needed.

Landfill Gas Surface Monitoring and Reporting

1. Coordinate with 3rd party vendor (RES Environmental) to perform surface emissions monitoring (SEM) of the surface of the landfill on an annual basis for gas emissions in accordance with the requirements of Title V Federal Operating Permit and by CCR 17. (Effective FY15/16 surface monitoring frequency has been reduced from quarterly to annual. If monitoring results exceed regulatory limits, monitoring frequency and cost will return to quarterly.

   Any leaks detected will be remediated in consultation with the City as warranted depending on the source of the leak. This may require adjustments to the gas collection system or cover maintenance.

   Follow-up inspection will be conducted on a 10 day and 30 day schedule as required in the Title V Federal Operating Permit and by CCR 17.

2. Grab landfill gas sample and test gas for component gasses quarterly.

3. Prepare Title V required semi-annual reports, semi-annual flare start-up, shutdown and malfunction reports, and annual certification reports. Retain Title V and CCR 17 records.

4. Prepare AB32 / CCR 17 Reports. Prepare Annual California and Federal Electronic Greenhouse Gas Reporting (EGERT).

5. Pay the Air Pollution Control District Permit Fee for Coastal Flare. 1/3 the fee cost will be charged to the City.

Groundwater Monitoring and Reporting

1. As part of the groundwater monitoring programs, groundwater levels will be measured in all designated wells prior to sampling activities using equipment that is decontaminated before use. The depth to water will be recorded to the nearest 0.01 foot in the field log.

2. Each well will be purged and sampled using dedicated pumps following the standard low-flow purging and sampling method. Non-dedicated monitoring and sampling equipment will be decontaminated prior to use at each well to ensure that samples collected represent the groundwater conditions at the site.

3. Groundwater samples will be collected in appropriate sample containers provided by the analytical laboratory. For dissolved metal analysis, samples will be filtered in the field. Samples will be preserved as required, placed on blue plastic ice in a cooler, and delivered to the laboratory courier. Chain-of-custody documentation will be generated and accompany each sample.

4. Groundwater monitoring and sampling results will be compiled and field and laboratory data will be imported into Excel tables and Sanitas statistical software. These data will be used to evaluate the groundwater conditions. Groundwater contour maps, summary tables, and time-series plots will be generated, and statistical analysis will be performed as required.

5. Groundwater monitoring activities will be conducted in compliance with the requirements in the various Monitoring and Reporting Program (MRPs) contained in the latest Waste Discharge Requirements (WDRs) issued by the California Regional Water Quality Control Board (RWQCB). Field activities will be conducted twice a year per the following schedule:

Site	Period	Sampling Month	Report Due to RWQCB
Santa Clara	Summer/Fall	October 2017	December 15, 2017
Santa Clara	Winter/Spring	April 2018	June 15, 2018

Storm Water Monitoring and Reporting

1. Effective July 1, 2017, the Santa Clara Landfill will no longer be subject to stormwater monitoring and reporting requirements under the Industrial General Permit. A Notice of Termination with State Water Resources Control Board was submitted and accepted in May of 2017.

Gas Collection System and Flare Operations & Maintenance

1. Operate City's landfill gas (LFG) collection system.

2. Conduct quarterly sump pump maintenance.

3. Conduct LFG flare maintenance.

4. Administer semi-annual comprehensive 3rd party LFG flare maintenance.

5. Coordinate annual gas flare source test.

Gas Collection System Monitoring

1. Conduct monthly gas collection well-field balancing.

Well Abandonment

Outside costs and permit fees associated with abandoning two water supply wells originally provided to the City of Oxnard for operation of the golf course under lease agreement with VRSD. The City has not used or maintained these wells and VRSD has incurred fees for the wells from United Water Conservation District. The wells have been vandalized and the District believes it is necessary to have them properly abandoned since they are not being used for golf course operations. This work was not started in FY2017, as originally planned. This work will be completed in FY2019/2020.

EXHIBIT B-2

AMENDMENT NO. 2 TO

CITY OF OXNARD AGREEMENT NO. 7167-15-CM

AND

VENTURA REGIONAL SANITATION DISTRICT CONTRACT NO. 15-027

Summary

FY16 Proposed Customer Budget	$75,050.91
FY17 Proposed Customer Budget	$129,457.00
FY18 Proposed Customer Budget	$113,721.00
	$318,228.91

(See detail on the following pages.)

VENTURA REGIONAL SANITATION DISTRICT
1001 PARTRIDGE DRIVE, SUITE 150
VENTURA, CA 93003-0704
805.658.4679

FY18 PROPOSED CUSTOMER BUDGET

Project Number	Account		Quantity	Cost/Price	Extension
411500 *City of Oxnard [River Ridge]- EPG*					
51010 Wages - Regular					
		Account Total— $34,058			
	51010 Engineering Technician LFG Perimeter Probe & Structure Monitoring		66	$109	$7,194
	51010 Engineering Technician LFG Surface Monitoring & Reporting		4	$109	$436
	51010 Senior SW Equipment Operator Gas Collection System and Flare Operation &		32	$106	$3,392
	51010 Engineer Gas Collection System and Flare Operation &		16	$118	$1,888
	51010 Engineering Technician Gas Collection System and Flare Operation &		6	$109	$654
	51010 Engineering Technician Gas Collection System Monitoring		96	$109	$10,464
	51010 Engineer LFG Perimeter Probe & Structure Monitoring		12	$118	$1,416
	51010 Engineer LFG Surface Monitoring & Reporting		73	$118	$8,614
52079 Environmental Consultants					
		Account Total— $34,173			
	52079 Landfill Surface Gas Emissions Monitoring		1	$7,700	$7,700
	52079 Semi Annual GW Monitoring Events & Reports		2	$9,900	$19,800
	52079 Semi Annual Flare Assessment		1	$2,273	$2,273
	52079 Gas Flare Source Test		1	$4,400	$4,400
52150 Permits, Licenses and Fees					
		Account Total— $920			
	52150 Permits, Licenses, and Fees		1	$920	$920
52155 Lab Services and Supplies					
		Account Total— $25,302			
	52155 Semi Annual GW Monitoring Analytical Lab Svcs		2	$12,375	$24,750
	52155 Quarterly LFG Sampling		4	$138	$552
52185 Operating Supplies					
		Account Total— $12,528			
	52185 Calibration Gas (Oxygen & Methane)		2	$207	$414
	52185 Calibration Gas (Zero Air & Methane)		2	$207	$414
	52185 Flare Maintenance & Repair Supplies		1	$11,000	$11,000
	52185 Maintain City's Air Compressor		4	$175	$700

52197	Utilities					
		Account Total—	$2,880			
		52197 Electricity		1	$2,880	$2,880
52220	Equipment Rental/Lease					
		Account Total—	$150			
		52220 Man Lift for Gas Flare Source Test		1	$150	$150
60594	Fund Transfer Out-EQUIPMENT					
		Account Total—	$2,530			
		60594 GEM Gas Monitor		12	$76	$910
		60594 Mule - Portable Vehicle		4	$280	$1,120
		60594 Misc Supplies/Hardware		1	$500	$500
60598	Fund Transfer Out-FLEET					
		Account Total—	$1,180			
		60598 Mileage - LFG Perimeter Probe & Structure		480	$1	$480
		60598 Mileage - LFG Surface Monitoring & Reporting		200	$1	$200
		60598 Mileage - Gas Coll Sys Monitoring		500	$1	$500
		Project 411500 Total—	$113,721			
		Total for this report—	$113,721			

Customer Signature: _____ Date: _____
Approval to Start Project

VRSD Signature: _____ Date: _____
Approval to Start Project

1001 PARTRIDGE DRIVE, SUITE 150
VENTURA, CA 93003-0704
805.658.4679

FY17 PROPOSED CUSTOMER BUDGET

Project Number	Account		Quantity	Cost/Price	Extension
11500 *City of Oxnard [River Ridge]- EPG*					
51010	Wages - Regular				
		Account Total— $40,395			
	51010 Engineering Technician LFG Perimeter Probe & Structure Monitoring		78	$107	$8,346
	51010 Engineering Technician LFG Surface Monitoring & Reporting		77	$107	$8,239
	51010 Engineering Technician Stormwater Monitoring & Reporting		64	$107	$6,848
	51010 Senior Solid Waste Equipment Gas Collection System and Flare Operation &		32	$104	$3,328
	51010 Senior Engineering Technician Gas Collection System and Flare Operation &		16	$116	$1,856
	51010 Engineering Technician Gas Collection System and Flare Operation &		6	$107	$642
	51010 Senior Engineering Technician Gas Collection System Monitoring		96	$116	$11,136
52079	Environmental Consultants				
		Account Total— $38,660			
	52079 (RES) Landfill Surface Emission Monitoring		1	$7,700	$7,700
	52079 (OEM) Semi-Annual Flare Assessment		1	$2,273	$2,273
	52079 Gas Flare Source Test		1	$4,400	$4,400
	52079 Annual Flare Destruction Efficiency Test		1	$2,686	$2,686
	52079 Semi-Annual GW Monitoring Events & Reports		2	$9,900	$19,800
	52079 Contractor Lab Costs for 4 Samples		4	$450	$1,800
52080	Other Professional Services				
		Account Total— $4,000			
	52080 Methane Detectors Factory Service, Equip, &		1	$4,000	$4,000
52150	Permits, Licenses and Fees				
		Account Total— $920			
	52150 APCD Permit Fee		1	$920	$920
52155	Lab Services and Supplies				
		Account Total— $26,015			
	52155 Laboratory Fees		4	$178	$713
	52155 Quarterly Landfill Gas Analytical		4	$138	$552
	52155 GW Monitoring Analytical Lab Svcs for 2 Events		2	$12,375	$24,750

		52185 Calibration Gas (Oxygen + Methane)		2	$207	$414
		52185 Calibration Gas (Zero Air + Methane)		2	$207	$414
		52185 Flare Maintenance & Repair Supplies		1	$11,000	$11,000
52186	Other Operating Services	Account Total—	$700			
		52186 Maintain City's Air Compressor		4	$175	$700
52197	Utilities	Account Total—	$2,880			
		52197 Electricity Billing		12	$240	$2,880
52220	Equipment Rental/Lease	Account Total—	$150			
		52220 Man-Lift for Gas Flare Source Test		1	$150	$150
60594	Fund Transfer Out-EQUIPMENT	Account Total—	$2,530			
		60594 GEM Gas Monitor		12	$76	$910
		60594 Mule - Portable Vehicle		4	$280	$1,120
		60594 Misc Supplies/Hardware		1	$500	$500
60598	Fund Transfer Out-FLEET	Account Total—	$1,380			
		60598 Mileage - LFG Perimeter Probe & Structure		480	$1	$480
		60598 Mileage - LFG Surface Monitoring & Reporting		200	$1	$200
		60598 Mileage - Stormwater Monitoring & Reporting		200	$1	$200
		60598 Mileage - Gas Coll Sys Monitoring		500	$1	$500

Project 411500 Total— $129,457

Total for this report— $129,457

Customer Signature: _____ Date: _____
Approval to Start Project

VRSD Signature: _____ Date: _____
Approval to Start Project

FY 18 Budget

Landfill Gas Perimeter Probe and Structure Monitoring

		Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost
	Monitoring								
Labor $2,348.00	Landfill Gas Perimeter Probe Monitoring	Environmental Resource Analyst	4	12	48	$ 107.00			$5,136.00
	Calibrate Basement gas monitoring unit	Environmental Resource Analyst	1.0	12	12	$ 107.00			$1,284.00
	Calibrate tent gas monitoring units	Environmental Resource Analyst	0.5	12	6	$ 107.00			$642.00
	Reporting								
	Prepare Monthly Report for EHD	Environmental Resource Analyst	1	12	12	$ 107.00			$1,284.00
Materials $414.00	Calibration Gas (oxygen + methane)						2	$ 207.00	$414.00
Equipment $1,639.92	GEM - Gas Monitor						12	$ 79.83	$958.00
	Mule - Portable Vehicle						4	$ 279.99	$1,119.95
	Misc. Supplies/Hardware						1	$ 500.00	$500.00
Mileage $469.00	Mileage						469	$ 1.00	$469.00
Subtotal									$13,769.92

Landfill Gas Surface Monitoring and Reporting

		Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost
	Monitoring								
Labor $9,239.00	Follow-up monitoring for leaks detected (contingency for any surface emissions exceedance)	Environmental Resource Analyst	4	1	4	$ 107.00			$428.00
	Reporting								
	Semi-Annual/Annual Title 5 Reports	Environmental Resource Analyst	10	2	20	$ 107.00			$2,140.00
	Annual Start-up, Shutdown and Malfunction Report	Environmental Resource Analyst	3	1	3	$ 107.00			$321.00
	Emissions Inventory Report	Environmental Resource Analyst	3	1	3	$ 107.00			$321.00
	Annual Compliance Certification Report	Environmental Resource Analyst	7	1	7	$ 107.00			$749.00
	AB-32 / Title 17 Reporting	Environmental Resource Analyst	4	1	4	$ 107.00			$428.00
	California Electronic Greenhouse Gas Reporting	Environmental Resource Analyst	6	1	6	$ 107.00			$642.00
	Federal Electronic Greenhouse Gas Reporting	Environmental Resource Analyst	6	1	6	$ 107.00			$642.00
	Monthly Data Gathering for Reports	Environmental Resource Analyst	2	12	24	$ 107.00			$2,568.00
Materials $414.00	Calibration Gas (zero air + methane)						2	$ 207.00	$414.00
Outside Contracted Services $8,888.70	WR, Inc. - Landfill Surface Emissions Monitoring (cost + 10%) *(Effective for FY 18/19 surface monitoring frequency has been reduced from quarterly to annual. If monitoring results exceed regulatory limits, monitoring frequency and cost will return to quarterly.)*	Contractor		1			Lump sum	$ 6,080.70	$ 6,080.70
Fees $879.75	APCD Permit Fee (1/3 fee)						1	$ 879.75	$879.75
Mileage $80.00							80	$ 1.00	$80.00
Subtotal									$15,478.45

Stormwater Monitoring and Reporting

		Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost
	Monitoring								
Labor $4,768.00	8 wet season inspections	Environmental Resource Analyst	2	6	12	$ 107.00			$1,284.00
	Stormwater sampling - 4 sampling events (2015 SW regulations increase sampling to 4 events from 2)	Environmental Resource Analyst	1	4	4	$ 107.00			$428.00
	4 dry season inspections	Environmental Resource Analyst	2	4	8	$ 107.00			$856.00
	Conduct Annual Site Inspection	Environmental Resource Analyst	4	1	4	$ 107.00			$428.00
	Plans and Reporting								
	Conduct Annual Certification and SSMP review	Environmental Resource Analyst	6	1	6	$ 107.00			$856.00
	Complete Annual Report	Environmental Resource Analyst	8	1	8	$ 107.00			$856.00
	Storm Water Pollution Prevention Plan update	Environmental Resource Analyst	21	1	21	$ 107.00			$2,247.00
Outside Contracted Services	Laboratory Fees						4	$ 450.00	$1,800.00

$1,892.00								169	$ 1.00	$169.00
Mileage $169.00										$9,935.00
Subtotal										
	Gas Collection System and Flare Operation & Maintenance	Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost	
Labor $6,570.00	LandfII Gas Condensate Sump maint.	Senior Solid Waste Worker	8	4	32	$ 53.00			$ 2,168.00	
	Supervise GCS operation & maint.	SW Technical Operations Supervisor	8	2	16	$ 110.00			$ 1,760.00	
	Assist with gas flare engineering test & source test	Environmental Resource Analyst	3	2	6	$ 107.00			$ 642.00	
Materials	Flare Maintenance and repair supplies (1/3 rd cost + 15%)	Materials		1			Lump sum		$ 11,000.00	
Outside Contracted Service $7,300.54	Semi-annual flare assessment (1/3 rd cost + 15%)	Contractor		1			Lump sum		$ 2,273.54	
	Quarterly LandfII Gas Analytical (1/3 rd cost + 15%)	Contractor		4			4	$ 138.00	$552.00	
	Gas flare source test - 1/3rd cost + 15% (Testing requirements vary year to year)	Contractor		1			Lump sum	$ 1,093.00	$ 1,093.00	
	Annual Flare Destruction Efficiency Test (1/3 rd cost + 15%)	Contractor		1			Lump sum	$ 2,556.28	$ 2,556.28	
	Maintain City's air compressor quarterly (used to operate gas collection pneumatic liquid collection pumps)	Contractor		4			Only	$ 175.00	$ 700.00	
Equipment rental $150.00	Man-lift for gas flare source test	Equipment		1			1	$ 150.00	$ 150.00	
Utility $2,800.00	Electricity billing	SCE utility		12				$ 240.00	$ 2,880.00	
Mileage $320.00							320	$ 1.00	$320.00	
Subtotal										$27,229.54
	Gas Collection System Monitoring	Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost	
Labor $9,792.00	Well field balancing (monthly)	Engineering Technician	8	12	96	$ 102.00			$ 9,792.00	
Mileage $480.00							480	$ 1.00	$480.00	
Subtotal										$10,272.00
Grand Total										$75,030.91

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works **Date:** January 23, 2018

Project/Program Manager: Thien Ng **Phone:** 271-2220

Reason for Appropriation:

Appropriates additional funds to cover FY18 landfill monitoring charges (PO#5677) per 2nd Amendment with Ventura Regional Sanitation District.

Accounts and Descriptions		AMOUNT
Fund: 101- General Fund		
Expenditures/Transfers Out		
101-1002-808.87-21	TRANSFERS - OUT / TSFR TO GOLF COURSE FD	52,000
	Sub-total Expenditures	52,000
	Net Change to Fund Balance	**(52,000)**
Fund: 651- Golf Course Operating		
Revenues/ Transfers In		
651-1001-711.79-01	OPERATING TRANSFERS IN / TRANSFERS FR.GENERAL FU	52,000
	Sub-total Revenues	52,000
Expenditures/Transfers Out		
651-6402-842.82-09	CONTRACTUAL SERVICES / SERVICES-OTHER PROF/CONT	52,000
	Sub-total Expenditures	52,000
	Net Change to Fund Balance	**0**
	Net Appropriation Change	**52,000**

Approvals

Department Director Thien Ng

Chief Financial Officer JW for BV

City Manager

COUNCIL APPROVED 1/23/2018 J5(2) DATE

BA# (Finance Use Only)_____

BA Doc# (Finance Use Only)_____

REQUIRES CITY COUNCIL AUTHORIZATION

Revised : 2/21

CITY OF OXNARD CALIFORNIA	CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Info/Consent AGENDA ITEM NO.: 5

DATE: January 23, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Thien Ng
Interim Public Works Director

Thien Ng

SUBJECT: Second Amendment to Agreement No. 7167-15-CM

CONTACT: Thien Ng, Interim Public Works Director
thien.ng@oxnard.org, 432-3575

RECOMMENDATION:

That City Council:
1. Authorize the Mayor to execute the Second Amendment to Agreement No. 7167-15-CM with the Ventura Regional Sanitation District to extend the term of the Agreement until June 30, 2018 and to add $188,771.91 for a cumulative not to exceed compensation amount of $318,228.91; and
2. Approve the transfer of $52,000 from the General Fund (101) to the Golf Course Operating Fund (651).

BACKGROUND

The Public Works Department is requesting an amendment to Agreement No. 7167-15-CM with the Ventura Regional Sanitation District. This Second Amendment is to extend the term of the Agreement to June 30, 2018 and add $188,771.82 to the Agreement for a total not to exceed amount of $318,228.91.

On June 8, 2015, City of Oxnard (City) and Ventura Regional Sanitation District (VRSD) entered into an Agreement, which was titled both City of Oxnard Agreement No. 7167-15-CM and Ventura Regional Sanitation District Contract No. 15-027, wherein VRSD agreed to provide consulting services including groundwater monitoring, landfill gas perimeter probe monitoring

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

Approval of this action would require an additional appropriation of $52,000 from the General Fund (Account 101-1002-808.87-21) to the Golf Course Operating Fund (Account 651-6402-842.82-09). Based on current appropriations, the estimated unaudited year-end undesignated FY17-18 Fund Balance for General Fund 101 is $17 Million.

ATTACHMENTS:

Attachment B: VRSD Budget Appropriation

Attachment A - Second Amendment to Agreement No. 7167-15-CM

AMENDMENT NO. 2
TO
CITY OF OXNARD AGREEMENT NO. 7167-15-CM
AND
VENTURA REGIONAL SANITATION DISTRICT CONTRACT NO. 15-027

AGREEMENT FOR CONSULTING SERVICES

THIS SECOND AMENDMENT ("Second Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 2nd day of November, 2017, by and between the City of Oxnard, a municipal corporation ("City"), and Ventura Regional Sanitation District, a public agency formed pursuant to California Health & Safety Code Section 4700 *et seq.* ("Consultant"). Together, City and Consultant shall be referred to herein as "Parties."

RECITALS

A. On June 8, 2015, City and Consultant entered into the Agreement, which was titled both City of Oxnard Agreement No. 7167-15-CM and VRSD Contract No. 15-027.

B. In this Agreement, Consultant agreed to provide consulting services to the City for the closed Santa Clara Landfill which included landfill gas perimeter probe monitoring and reporting, landfill gas surface monitoring and reporting, storm water monitoring and reporting, gas collection system and flare operations and maintenance, and gas collection system monitoring; and

C. On April 11, 2017, City and Consultant agreed to amend the Agreement to update and modify certain of its provisions, and the full Agreement, as amended, is attached as **Exhibit D-2** hereto and incorporated herein by reference; and

D. The Parties acknowledge and agree that the Agreement should be renewed and extended for one additional year, and that additional compensation to Consultant should be added, and that this can be accomplished by amending the Agreement accordingly.

AMENDMENT TERMS AND CONDITIONS

NOW, THEREFORE, based upon valuable consideration below and the recitals above, the Parties agree as follows:

1. The following language shall replace the original provisions of Section 1in the Agreement, as previously modified Paragraph 1 of the First Amendment:

> "1. Scope of Services
>
> Consultant shall furnish City with professional consulting services as more particularly set forth in **Exhibit A-2** attached hereto and incorporated herein by this reference (the "**Services**")."

IN WITNESS WHEREOF, the Parties have executed this ~~First~~ Second Amendment on the day and year first written above.

VENTURA REGIONAL SANITATION DISTRICT ("Consultant")

By_____
WILLIAM WEIRICK
Chairman of the Board

ATTEST;

By_____
JULIET RODRIGUEZ
Clerk of the Board

APPROVED AS TO FORM:
ARNOLD, LAROCHELLE, MATHEWS, VANCONAS & ZIRBEL, LLP

By_____
ROBERT N. KWONG
Legal Counsel for District

APPROVED AS TO ADMINISTRATION:

By_____
CHRIS THEISEN
General Manager

CITY OF OXNARD ("City")

By_____
TIM FLYNN
Mayor

ATTEST:

By_____
MICHELLE ASCENCION
City Clerk

APPROVED AS TO FORM:

By_____
STEPHEN FISCHER
City Attorney

APPROVED AS TO CONTENT:

By_____
THIEN NG
Interim Public Works Director

By_____
MIKE MORE
Risk Manager

Groundwater Monitoring and Reporting

1. As part of the groundwater monitoring programs, groundwater levels will be measured in all designated wells prior to sampling activities using equipment that is decontaminated before use. The depth to water will be recorded to the nearest 0.01 foot in the field log.

2. Each well will be purged and sampled using dedicated pumps following the standard low-flow purging and sampling method. Non-dedicated monitoring and sampling equipment will be decontaminated prior to use at each well to ensure that samples collected represent the groundwater conditions at the site.

3. Groundwater samples will be collected in appropriate sample containers provided by the analytical laboratory. For dissolved metal analysis, samples will be filtered in the field. Samples will be preserved as required, placed on blue plastic ice in a cooler, and delivered to the laboratory courier. Chain-of-custody documentation will be generated and accompany each sample.

4. Groundwater monitoring and sampling results will be compiled and field and laboratory data will be imported into Excel tables and Sanitas statistical software. These data will be used to evaluate the groundwater conditions. Groundwater contour maps, summary tables, and time-series plots will be generated, and statistical analysis will be performed as required.

5. Groundwater monitoring activities will be conducted in compliance with the requirements in the various Monitoring and Reporting Program (MRPs) contained in the latest Waste Discharge Requirements (WDRs) issued by the California Regional Water Quality Control Board (RWQCB). Field activities will be conducted twice a year per the following schedule:

Site	Period	Sampling Month	Report Due to RWQCB
Santa Clara	Summer/Fall	October 2017	December 15, 2017
Santa Clara	Winter/Spring	April 2018	June 15, 2018

Storm Water Monitoring and Reporting

1. Effective July 1, 2017, the Santa Clara Landfill will no longer be subject to stormwater monitoring and reporting requirements under the Industrial General Permit. A Notice of Termination with State Water Resources Control Board was submitted and accepted in May of 2017.

Gas Collection System and Flare Operations & Maintenance

1. Operate City's landfill gas (LFG) collection system.

2. Conduct quarterly sump pump maintenance.

EXHIBIT B-2

AMENDMENT NO. 2 TO

CITY OF OXNARD AGREEMENT NO. 7167-15-CM

AND

VENTURA REGIONAL SANITATION DISTRICT CONTRACT NO. 15-027

Summary

FY16 Proposed Customer Budget	$75,050.91
FY17 Proposed Customer Budget	$129,457.00
FY18 Proposed Customer Budget	$113,721.00
	$318,228.91

(See detail on the following pages.)

52197	Utilities		Account Total—	$2,880			
		52197 Electricity			1	$2,880	$2,880
52220	Equipment Rental/Lease		Account Total—	$150			
		52220 Man Lift for Gas Flare Source Test			1	$150	$150
60594	Fund Transfer Out-EQUIPMENT		Account Total—	$2,530			
		60594 GEM Gas Monitor			12	$76	$910
		60594 Mule - Portable Vehicle			4	$280	$1,120
		60594 Misc Supplies/Hardware			1	$500	$500
60598	Fund Transfer Out-FLEET		Account Total—	$1,180			
		60598 Mileage - LFG Perimeter Probe & Structure			480	$1	$480
		60598 Mileage - LFG Surface Monitoring & Reporting			200	$1	$200
		60598 Mileage - Gas Coll Sys Monitoring			500	$1	$500
			Project 411500 Total—	$113,721			
			Total for this report—	$113,721			

Customer Signature: _____ Date: _____
Approval to Start Project

VRSD Signature: _____ Date: _____
Approval to Start Project

52185	Operating Supplies	Account Total—	$11,828			
		52185 Calibration Gas (Oxygen + Methane)		2	$207	$414
		52185 Calibration Gas (Zero Air + Methane)		2	$207	$414
		52185 Flare Maintenance & Repair Supplies		1	$11,000	$11,000
52186	Other Operating Services	Account Total—	$700			
		52186 Maintain City's Air Compressor		4	$175	$700
52197	Utilities	Account Total—	$2,880			
		52197 Electricity Billing		12	$240	$2,880
52220	Equipment Rental/Lease	Account Total—	$150			
		52220 Man-Lift for Gas Flare Source Test		1	$150	$150
60594	Fund Transfer Out-EQUIPMENT	Account Total—	$2,530			
		60594 GEM Gas Monitor		12	$76	$910
		60594 Mule - Portable Vehicle		4	$280	$1,120
		60594 Misc Supplies/Hardware		1	$500	$500
60598	Fund Transfer Out-FLEET	Account Total—	$1,380			
		60598 Mileage - LFG Perimeter Probe & Structure		480	$1	$480
		60598 Mileage - LFG Surface Monitoring & Reporting		200	$1	$200
		60598 Mileage - Stormwater Monitoring & Reporting		200	$1	$200
		60598 Mileage - Gas Coll Sys Monitoring		500	$1	$500

Project 411500 Total— $129,457

Total for this report— $129,457

Customer Signature: _____ Date: _____
Approval to Start Project

VRSD Signature: _____ Date: _____
Approval to Start Project

$1,600.00							$60	$ 1.00	$560.00
Mileage $560.00									$9,315.00
Subtotal									
	Gas Collection System and Flare Operation & Maintenance	Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost
Labor $6,570.00	Landfill Gas Condensate Sump maint.	Senior Solid Waste Worker	8	4	32	$ 99.00			$ 3,168.00
	Supervise GCS operation & maint.	SW Technical Operations Supervisor	8	2	16	$ 110.00			$ 1,760.00
	Assist with gas flare engineering test & source test	Environmental Resource Analyst	3	2	6	$ 107.00			$ 642.00
Materials	Flare Maintenance and repair supplies (1/3 rd cost + 10%)	Materials		1			Lump sum		$ 11,000.00
Outside Contracted Service $7,300.54	Semi-annual flare assessment (1/3 rd cost + 10%)	Contractor		1			Lump sum		$ 2,273.34
	Quarterly Landfill Gas Analytical (1/3 rd cost + 10%)	Contractor		4			4	$ 138.00	$552.00
	Gas flare source test - 1/3rd cost + 10% (Testing requirements vary year to year)	Contractor		1			Lump sum	$ 1,089.00	$ 1,089.00
	Annual Flare Destruction Efficiency Test (1/3 rd cost + 10%)	Contractor		1			Lump sum	$ 2,686.20	$ 2,686.20
	Maintain City's air compressor quarterly (used to operate gas collection pneumatic liquid collection pumps)	Contractor		4			Only	$ 175.00	$ 700.00
Equipment rental $150.00	Man-lift for gas flare source test	Equipment		1			1	$ 150.00	$ 150.00
Utility $2,880.00	Electricity billing	SCE utility		12				$ 240.00	$ 2,880.00
Mileage $320.00							320	$ 1.00	$320.00
Subtotal									$27,220.54
	Gas Collection System Monitoring	Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost
Labor $9,792.00	Well-field balancing (monthly)	Engineering Technician	8	12	96	$ 102.00			$ 9,792.00
Mileage $480.00							480	$ 1.00	$480.00
Subtotal									$10,272.00
Grand Total									$75,050.81

EXHIBIT D-2

RECEIVED
2017 APR 10 AM 11:53
VENTURA REGIONAL
SANITATION DISTRICT

AMENDMENT NO. 1
CITY OF OXNARD AGREEMENT NO. 7167-15-CM
AND
VENTURA REGIONAL SANITATION DISTRICT CONTRACT NO. 15-027

AGREEMENT FOR CONSULTING SERVICES

THIS FIRST AMENDMENT ("First Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this ___ day of December, 2016, by and between the City of Oxnard, a municipal corporation ("City"), and Ventura Regional Sanitation District, a public agency formed pursuant to California Health & Safety Code Section 4700 *et seq*. ("Consultant"). Together, City and Consultant shall be referred to herein as "Parties."

RECITALS

A. On June 8, 2015, City and Consultant entered into the Agreement, which was titled both City of Oxnard Agreement No. 7167-15-CM and VRSD Contract No. 15-027, which is attached as **Exhibit D-1** hereto and incorporated herein by reference; and

B. In this Agreement, Consultant agreed to provide consulting services to the City for the closed Santa Clara Landfill which included landfill gas perimeter probe monitoring and reporting, landfill gas surface monitoring and reporting, storm water monitoring and reporting, gas collection system and flare operations and maintenance, and gas collection system monitoring, as more particularly set forth in Exhibit A of the Agreement (collectively "Services"); and

C. The Parties acknowledge and agree that the Agreement should be renewed and extended for one additional year, and that this can be accomplished by amending the Agreement accordingly.

AMENDMENT TERMS AND CONDITIONS

NOW, THEREFORE, based upon valuable consideration below and the recitals above, the Parties agree as follows:

1. The following language shall replace the original provisions of Section 1 in the Agreement:

   "1. Scope of Services
   Consultant shall furnish City with professional consulting services as more particularly set forth in **Exhibit A-1** attached hereto and incorporated herein by this reference (the "Services")."

2. The following language shall replace the original provisions of Section 8 in the Agreement:

   "8. Time for Performance
   The Services performed under this Agreement shall be completed by June 30, 2017. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays."

COUNCIL APPROVED
4/11/17 K.J.D.
DATE

3. The following language shall replace the original provisions of Section 9 in the Agreement:

"9. Principal-in-Charge
Consultant hereby designates Matthew Baumgardner as its principal-in-charge and person responsible for necessary coordination with Manager."

4. The following language shall be added as a second paragraph to Section 10 (Permits, Licenses, Certificates) in the Agreement:

"Consultant's responsibility under this Agreement shall be subject to the terms and conditions of VRSD Contract No. 00-023-02 which is titled Amended and Restated Golf Course Lease and Landfill Postclosure Agreement By and Between Ventura Regional Sanitation District and City of Oxnard Dated May 21, 2002, is incorporated fully herein by this reference as **Exhibit C-1**. Parties agree that if any conflict arises between the terms and conditions of the Agreement, as amended, and the terms and conditions of **Exhibit C-1** shall prevail and take precedence."

5. The following language shall be added as a third sentence to Section 11 (City's Responsibility) in the Agreement:

"City's responsibility under this Agreement shall be subject to the terms and conditions of **Exhibit C-1**."

6. The following language shall replace the original provisions of Section 12 in the Agreement:

"12. Term of Agreement
This Agreement shall begin on July 1, 2015, and expire on June 30, 2017."

7. The following language shall replace the original provisions of Section 14.a. in the Agreement:

"14. Compensation
a. City agrees to pay Consultant in an amount not to exceed $129,457 for the Services at rates provided in **Exhibit B-1** attached hereto and incorporated herein by this reference."

8. The following language shall replace the original provisions of Section 40(b) in the Agreement:

"b. Any notices to the City may be delivered personally or by mail addressed to the City of Oxnard, Public Works Department, 305 W. Third Street, Oxnard, California 93030, Attention: Badaoui Mouderres."

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

(signatures on following page)

IN WITNESS WHEREOF, the Parties have executed this First Amendment on the day and year first written above.

VENTURA REGIONAL SANITATION DISTRICT ("Consultant")

By _____
BERT PERELLO
Chairman of the Board

ATTEST:

By _____
MICHELLE ASCENCION, CMC
Clerk of the Board

APPROVED AS TO FORM:
ARNOLD, LAROCHELLE, MATHEWS, VANCONAS & ZIRBEL, LLP

By _____
ROBERT N. KWONG
Legal Counsel for District

APPROVED AS TO ADMINISTRATION:

By _____
CHRIS THEISEN
General Manager

CITY OF OXNARD ("City")

By _____
GREG NYHOFF
City Manager

APPROVED AS TO FORM:

By _____
STEPHEN M. FISCHER
City Attorney

APPROVED AS TO CONTENT:

BM By _____
DANIEL RYDBERG
Public Works Director

APPROVED AS TO INSURANCE:

By _____
MICHAEL MORE
Risk Manager

Exhibit A-1
Scope of Services

Landfill Gas Perimeter Probe Monitoring and Reporting

1. Conduct monthly perimeter landfill gas probe monitoring as required by California Code of Regulations (CCR) Title 27. Submit monthly reports to the County of Ventura Environmental Health Division.

2. Monitor the 3 on-site landfill gas detection systems located at the Clubhouse and Maintenance Tent. Calibrate as required by the manufacturer. Respond to gas alarms as needed.

Landfill Gas Surface Monitoring and Reporting

1. Coordinate with 3rd party vendor (RES Environmental) to perform surface emissions monitoring (SEM) of the surface of the landfill on an annual basis for gas emissions in accordance with the requirements of Title V Federal Operating Permit and by CCR 17. (Effective FY15/16 surface monitoring frequency has been reduced from quarterly to annual. If monitoring results exceed regulatory limits, monitoring frequency and cost will return to quarterly.

   Any leaks detected will be remediated in consultation with the City as warranted depending on the source of the leak. This may require adjustments to the gas collection system or cover maintenance.

   Follow-up inspection will be conducted on a 10 day and 30 day schedule as required in the Title V Federal Operating Permit and by CCR 17.

2. Grab landfill gas sample and test gas for component gasses quarterly.

3. Prepare Title V required semi-annual reports, semi-annual flare start-up, shutdown and malfunction reports, and annual certification reports.

4. Prepare AB32 / CCR 17 Reports.

5. Prepare Annual California and Federal Electronic Greenhouse Gas Reporting (EGERT).

6. Retain Title V and CCR 17 records.

7. Pay the Air Pollution Control District Permit Fee for Coastal Flare. 1/3 the fee cost will be charged to the City.

Groundwater Monitoring and Reporting

1. As part of the groundwater monitoring programs, groundwater levels will be measured in all designated wells prior to sampling activities using equipment that is decontaminated before use. The depth to water will be recorded to the nearest 0.01 foot in the field log.

2. Each well will be purged and sampled using dedicated pumps following the standard low-flow purging and sampling method. Non-dedicated monitoring and sampling equipment will be decontaminated prior to use at each well to ensure that samples collected represent the groundwater conditions at the site.

3. Groundwater samples will be collected in appropriate sample containers provided by the analytical laboratory. For dissolved metal analysis, samples will be filtered in the field. Samples will be preserved as required, placed on ice in a cooler, and delivered to the laboratory courier. Chain-of-custody documentation will be generated and accompany each sample.

4. Groundwater monitoring and sampling results will be compiled and field and laboratory data will be imported into Excel tables and Sanitas statistical software. These data will be used to evaluate the groundwater conditions. Groundwater contour maps, summary tables, and time-series plots will be generated, and statistical analysis will be performed as required.

5. Groundwater monitoring activities will be conducted in compliance with the requirements in the various Monitoring and Reporting Program (MRPs) contained in the latest Waste Discharge Requirements (WDRs) issued by the California Regional Water Quality Control Board (RWQCB). Field activities will be conducted twice a year per the following schedule:

Site	Period	Sampling Month	Report Due to RWQCB
Santa Clara	Summer/Fall	October 2016	December 15, 2016
Santa Clara	Winter/Spring	April 2017	June 15, 2017

Storm Water Monitoring and Reporting

Conduct storm water monitoring and reporting as outlined in the City's Storm Water Pollution Prevention Plan. Note – The State of California is modifying the General Industrial Permit effective July 1st 2015 that will require an update to the City's Stormwater Pollution Prevention Plan (SWPPP).

1. Collect and analyze 4 storm water samples per year.

2. Conduct up to 6 wet season monthly inspections as required during the rainy season.

3. Conduct 4 dry weather (authorized/unauthorized) inspections of the stormwater discharge locations.

4. Conduct an annual comprehensive site inspection and evaluation of SWPPP.

5. Complete the annual report and upload to the SMARTS system to the State Water Resources Control Board.

6. Recommend updates to the SWPPP based on the comprehensive site evaluation to the City.

Gas Collection System and Flare Operations & Maintenance

1. Operate City's landfill gas (LFG) collection system.

2. Conduct quarterly sump pump maintenance.

3. Conduct LFG flare maintenance.

4. Administer semi-annual comprehensive 3rd party LFG flare maintenance.

5. Coordinate annual gas flare source test.

6. FY 2014/2015 - Oversee implementation of new LFG flare blower assembly and controls update.

Gas Collection System Monitoring

1. Conduct monthly gas collection well-field balancing.

Well Abandonment

Outside costs and permit fees associated with abandoning two water supply wells originally provided to the City of Oxnard for operation of the golf course under lease agreement with VRSD. The City has not used or maintained these wells and VRSD has incurred fees for the wells from United Water Conservation District. The wells have been vandalized and the District believes it is necessary to have them properly abandoned since they are not being used for golf course operations.

VENTURA REGIONAL SANITATION DISTRICT
1001 PARTRIDGE DRIVE, SUITE 150
VENTURA, CA 93003-0704
805.658.4679

FY17 PROPOSED CUSTOMER BUDGET

EXHIBIT B-1

Project Number	Account		Quantity	Cost/Price	Extension
411500 *City of Oxnard [River Ridge]- EPG*					
51010	Wages - Regular	Account Total--- $40,395			
	51010	Engineering Technician LFG Perimeter Probe & Structure Monitoring	78	$107	$8,346
	51010	Engineering Technician LFG Surface Monitoring & Reporting	77	$107	$8,239
	51010	Engineering Technician Stormwater Monitoring & Reporting	64	$107	$6,848
	51010	Senior Solid Waste Equipment Gas Collection System and Flare Operation &	32	$104	$3,328
	51010	Senior Engineering Technician Gas Collection System and Flare Operation &	16	$116	$1,856
	51010	Engineering Technician Gas Collection System and Flare Operation &	6	$107	$642
	51010	Senior Engineering Technician Gas Collection System Monitoring	96	$116	$11,136
52079	Environmental Consultants	Account Total--- $38,660			
	52079	(RES) Landfill Surface Emission Monitoring	1	$7,700	$7,700
	52079	(OEM) Semi-Annual Flare Assessment	1	$2,273	$2,273
	52079	Gas Flare Source Test	1	$4,400	$4,400
	52079	Annual Flare Destruction Efficiency Test	1	$2,686	$2,686
	52079	Semi-Annual GW Monitoring Events & Reports	2	$9,900	$19,800
	52079	Contractor Lab Costs for 4 Samples	4	$450	$1,800
52080	Other Professional Services	Account Total--- $4,000			
	52080	Methane Detectors Factory Service, Equip, &	1	$4,000	$4,000
52150	Permits, Licenses and Fees	Account Total--- $920			
	52150	APCD Permit Fee	1	$920	$920
52155	Lab Services and Supplies	Account Total--- $26,015			
	52155	Laboratory Fees	4	$178	$713
	52155	Quarterly Landfill Gas Analytical	4	$138	$552
	52155	GW Monitoring Analytical Lab Svcs for 2 Events	2	$12,375	$24,750

		52185 Calibration Gas (Oxygen + Methane)		2	$207	$414
		52185 Calibration Gas (Zero Air + Methane)		2	$207	$414
		52185 Flare Maintenance & Repair Supplies		1	$11,000	$11,000
52186	Other Operating Services	Account Total---	$700			
		52186 Maintain City's Air Compressor		4	$175	$700
52197	Utilities	Account Total---	$2,880			
		52197 Electricity Billing		12	$240	$2,880
52220	Equipment Rental/Lease	Account Total---	$150			
		52220 Man-Lift for Gas Flare Source Test		1	$150	$150
60594	Fund Transfer Out-EQUIPMENT	Account Total---	$2,530			
		60594 GEM Gas Monitor		12	$76	$910
		60594 Mule - Portable Vehicle		4	$280	$1,120
		60594 Misc Supplies/Hardware		1	$500	$500
60598	Fund Transfer Out-FLEET	Account Total---	$1,380			
		60598 Mileage - LFG Perimeter Probe & Structure		480	$1	$480
		60598 Mileage - LFG Surface Monitoring & Reporting		200	$1	$200
		60598 Mileage - Stormwater Monitoring & Reporting		200	$1	$200
		60598 Mileage - Gas Coll Sys Monitoring		500	$1	$500
		Project 411500 Total---	$129,457			
		Total for this report---	$129,457			

Customer Signature: _____ Date: _____
Approval to Start Project

VRSD Signature: _____ Date: _____
Approval to Start Project

EXHIBIT C-1

DATE: 5/21/02 AGENDA # I

VRSD CONTRACT NO: 00-023-02

AMENDED AND RESTATED
GOLF COURSE LEASE AND
LANDFILL POSTCLOSURE
MAINTENANCE AGREEMENT
BY AND BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
CITY OF OXNARD

DATED: May 21, 2002

AMENDED AND RESTATED
GOLF COURSE LEASE AND LANDFILL POSTCLOSURE MAINTENANCE AGREEMENT
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AMENDED AND RESTATED GOLF COURSE LEASE AND LANDFILL POSTCLOSURE MAINTENANCE AGREEMENT

THIS AMENDED AND RESTATED GOLF COURSE LEASE AND LANDFILL POSTCLOSURE MAINTENANCE AGREEMENT ("this Lease Agreement") is made and entered into this 21st day of May, 2002, by and between the VENTURA REGIONAL SANITATION DISTRICT, a California County Sanitation District (hereinafter referred to as "VRSD"), and the CITY OF OXNARD, a municipal corporation of the State of California (hereinafter referred to as "City"). The purpose of this Lease Agreement is to lease two parcels of real property, including a closed landfill parcel, to City so that City, at its sole expense, may design, permit, construct, and operate open space recreational uses on the property; to provide that City assume responsibility for maintaining the surface of the property and for expenses incurred by VRSD as a result of City's development and use of the property; to provide that VRSD retain responsibility for monitoring and maintaining specified subsurface maintenance facilities; and to provide consideration to VRSD and City in the form of additional covenants and agreements, with all of the above generally described provisions being more particularly described and established below. This Lease Agreement provides for a conveyance from a governmental agency to a governmental agency and is exempted by Government Code Section 66428(a)(2) from any requirement for a parcel map.

1. **DEFINITION OF TERMS**. As used in this Lease Agreement, the following terms have the meanings set forth below:

a. "Agreement for Waste Disposal" shall mean the Agreement for Waste Disposal at Toland Road Landfill between VRSD and City executed November 14, 2000, as it may be amended.

b. "Bailard Buffer Parcel" shall mean that certain real property owned by VRSD and located west of Victoria Avenue and east of the Bailard Landfill as more particularly described in Exhibit "B" and illustrated on Exhibit "A".

c. "Closure Plan" shall mean the Coastal Sanitary Landfill Final Closure Plan prepared by VRSD in September, 1991, and approved by the California Integrated Waste Management Board.

d. "Coastal Buffer Parcel" shall mean that certain real property owned by VRSD and located east of Victoria Avenue and west of the Coastal Landfill Parcel as more particularly described in Exhibit "C" and illustrated on Exhibit "A".

e. "Coastal Landfill Parcel" shall mean that certain real property owned by VRSD located west of the Santa Clara Landfill Parcel as more particularly described in Exhibit "D" and illustrated on Exhibit "A". "Coastal Landfill" shall mean the landfill located on the Coastal Landfill Parcel.

f. "Landfill Cover System" shall mean the landfill cover system constructed over the top of the closed Coastal Landfill as that system actually exists on the date of this Lease Agreement. The Landfill Cover System design is described and illustrated in the Closure Plan and represented in the as built closure plans prepared by VRSD for the Coastal Landfill. The actual dimensions of this system existing on the date of this Lease Agreement may vary from the design. VRSD makes no representation as to the dimensions or condition of the cover system as of the date of this Lease Agreement, because the cover system has changed due to differential settlement, erosion or other factors.

g. "Northwest Golf Course Community Specific Plan" or "Specific Plan" shall mean that Specific Plan approved by the City July, 1999.

h. "Northwest Golf Course Community Specific Plan EIR" or "Specific Plan EIR" shall mean that Final Environmental Report (State Clearinghouse No. 97031009) certified by City July, 1999.

i. "Postclosure Plan" shall mean the Coastal Sanitary Landfill Postclosure Maintenance Plan prepared by VRSD October, 1991, and approved by the California Integrated Waste Management Board.

j. "Premises" shall mean (1) the surface of the Coastal Landfill Parcel, and (2) the Coastal Buffer Parcel.

k. "Santa Clara Landfill Parcel" shall mean that certain real property owned by City located east of the Coastal Landfill Parcel as illustrated on Exhibit "A".

l. "Specified Recreational Uses" shall mean open space recreational uses available to the public, with or without charge, as approved in writing by City and VRSD. Subject to the other terms of this Lease Agreement, the following recreational uses are deemed approved as Specified Recreational Uses: golfing, walking, jogging, bicycling, picnicking and/or outdoor athletic fields.

m. "Subsurface" shall mean the land lying below the top of the clay liner portion of the Landfill Cover System constructed on the Coastal Landfill Parcel.

n. "Subsurface Maintenance Facilities" shall mean landfill improvements whether located on top of or below the surface of the Coastal Landfill that directly relate to maintenance or mitigation of subsurface landfill conditions. Such facilities shall include all landfill gas collection and monitoring wells, all water quality monitoring wells, all landfill gas collection system piping, valves, and related equipment, the entire landfill gas flare system, all flare station landscaping growing inside the fence surrounding the flare station, all condensate collection tanks and any other improvement physically connected to subsurface landfill maintenance improvements. "Subsurface Maintenance Facilities" shall not mean any roads or drainage improvements.

o. "Surface" shall mean the land lying on top of the Coastal Landfill Parcel including the soil above the top of the clay liner portion of the Landfill Cover System. "Surface" shall not be interpreted to include "Subsurface" or "Subsurface Maintenance Facilities."

p. "Water and Wastewater Services Agreement" shall mean the Agreement for Water and Wastewater Services between VRSD and City executed November 14, 2000 as it may be amended.

2. **PREMISES**. Pursuant to the terms, conditions and covenants hereof, VRSD hereby leases to City, and City leases from VRSD the Premises. All references to the "Premises" shall be understood to include both (1) the surface of the Coastal Landfill Parcel, and (2) the Coastal Buffer Parcel unless only one of these parcels is expressly specified in any provision of this Lease Agreement.

3. **TERM**.

This Lease Agreement shall be deemed to have become effective and the term shall be deemed to have commenced on November 14, 2000, provided, however, that where this Lease Agreement makes specific provision for the date of commencement and/or termination of certain rights and/or responsibilities, those specified dates shall control the timing of the referenced rights and/or responsibilities. This Lease Agreement shall continue in effect until December 31, 2099, unless terminated earlier in accordance with the provisions below.

4. **RENT**.

a. **Base Rent**. Commencing on the date first stated above and continuing thereafter during the term of this Lease Agreement, on or before December 1 of each year, City shall pay VRSD One Dollar ($1) per year as the Base Rent.

b. **Other Consideration**. In addition to the Base Rent, in consideration for the making of this Lease Agreement, City shall fully perform all obligations arising under this Lease Agreement, and City shall perform all of City's obligations arising under the Agreement for Waste Disposal and the Water and Wastewater Services Agreement. City expressly acknowledges that VRSD would not have made this Lease Agreement unless City had agreed to the Agreement for Waste Disposal and the Water and Wastewater Services Agreement.

5. **USE OF PROPERTY**. During the term of this Lease Agreement, City shall use and occupy the Premises solely for Specified Recreational Uses subject to the terms and conditions herein. Any other use is prohibited. In conjunction with Specified Recreational Uses, City may construct lined lakes on the Coastal Buffer Parcel to provide for drainage of City's property used for Specified Recreational Uses and for irrigation of City's property used for Specified Recreational Uses. City shall not construct or allow the construction or placement of any buildings or permanent enclosed

structures on the Coastal Landfill Parcel. City shall not construct or allow the construction or placement of any building or permanent enclosed structure on the Coastal Buffer Parcel except for restrooms, snack shops with open air seating, unenclosed shelters, and a maintenance facility serving Specified Recreational Uses solely, provided such improvements are designed and constructed to prevent the trapping or accumulation of landfill gas, and provided that such improvements are approved (including issuance of all required permits) by regulatory agencies which have jurisdiction to regulate construction of such improvements. City shall not disrupt or allow the disruption of the Landfill Cover System or any material lying within four feet of the waste buried in the Coastal Landfill Parcel without the express written approval of VRSD, CIWMB, RWQCB and other regulatory agencies which have jurisdiction to regulate the maintenance and improvements of the Landfill Cover System. Without limiting the foregoing, City agrees City shall not, under any circumstances, dig into, drill through or otherwise impair the compacted clay liner portion of the Landfill Cover System without all such required regulatory approval. City shall not permanently take any dirt or earthen material off either the Coastal Landfill Parcel or the Coastal Buffer Parcel; provided, however, that City may move dirt from the Coastal Buffer Parcel to the Coastal Landfill Parcel. Notwithstanding this Section 5 or any other provision of this Agreement, all rights granted by VRSD to City with respect to City's use and occupancy of the Premises are, and shall remain, fully subject to the rights of the Lessee under the Gas Lease (as such terms are defined in Section 10a of this Lease Agreement).

6. **CONDITION OF PREMISES.**

a. **Acceptance of Premises.** City hereby acknowledges that it has fully inspected the Premises, and all improvements thereon, and accepts the same in its present condition "as is." VRSD makes no guarantees, warranties or representations regarding the fitness of the Premises for development for Specified Recreational Uses or whether any of the activities contemplated hereunder can be undertaken without conflicting with or impairing any rights of the Lessee under the Gas Lease or causing VRSD to violate any of its covenants or obligations under the Gas Lease. City acknowledges that it will be relying solely on its own investigations, studies, and expert review concerning the condition of the Premises, its zoning and land use designation, its potential for development, and any and all environmental, hydrogeologic or geologic conditions.

b. **Landfill Impacts.** City further acknowledges that the Premises is located on or adjacent to a closed solid waste landfill and, as such, the Premises may be subject to certain conditions, including, but not limited to, significant differential settlement of the surface, venting of landfill gas through the surface, subsurface migration of landfill gas, chemicals, liquid substances and other compounds, contamination of groundwater beneath and adjacent to the landfill and all other environmental impacts associated with a closed landfill. Specifically, City acknowledges that the surface of the Coastal Landfill Parcel is settling at a non-uniform rate as the waste buried below the surface decomposes. Settlement of the surface can be expected to occur throughout the term of this Lease Agreement and this condition will require City to fill in cracks and voids and engage in constant maintenance of any and all paths, piping, utility conduits, fencing, landscaping, drainage features, golf course tees, fairways, greens, improvements for Specified Recreational Uses and other

improvements on the Coastal Landfill Parcel. City and VRSD agree that City shall carry out such responsibilities without impairing any rights of the Lessee under the Gas Lease, including Lessee's right to access at all times to the gas collection system (including all gas collection wells, interconnection pipes, valves, monitoring equipment, any necessary flare/blower stations, vacuum pumps and any additional gas extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system. City acknowledges that landfill gas, including methane gas and other hazardous gases, generated by the decomposing waste buried beneath the surface of the Coastal Landfill Parcel migrates laterally subsurface and also vents vertically through cracks in the surface of the ground. The generation of landfill gas and the migration and venting of this gas can be expected to occur throughout the term of this Lease Agreement. City further acknowledges that the Coastal Buffer Parcel may experience all of the impacts associated with the landfill and that the Coastal Buffer Parcel experiences episodes of significant flooding, including, but not limited to, drainage from the existing Victoria Avenue drainage ditch and the Patterson Drain, including occasions when the outlet to the Santa Clara River does not drain due to high water. City assumes and accepts all risks, losses, damages, and costs of these above referenced landfill impacts as they may affect the construction and operation of Specified Recreational Uses on the Premises, except for losses arising from any VRSD negligent act or omission; provided that in no event shall VRSD ever be liable for any consequential damage incurred by City because the Premises is not usable for Specified Recreational Uses.

7. **PERMITTING OF PREMISES.**

a. **CIWMB**. City acknowledges that the Coastal Landfill Parcel is subject to regulation by the California Integrated Waste Management Board ("CIWMB") and its local enforcement agency ("LEA"), the Ventura County Environmental Health Department ("EHD"). The LEA and the CIWMB have approved the Closure Plan and the Postclosure Plan. City acknowledges that the Closure Plan and the Postclosure Plan must be revised before City can commence development of Specified Recreational Uses on the Coastal Landfill Parcel. City acknowledges that the CIWMB and the LEA must approve any revisions to the Closure Plan and Postclosure Plan and that CIWMB and LEA may order further revision to these plans during the term of this Lease Agreement. City further acknowledges that the State of California has enacted and will further enact laws and regulations which may apply to City's use of the Coastal Landfill Parcel.

b. **RWQCB**. City acknowledges that the Coastal Landfill Parcel is subject to regulation by the California Regional Water Quality Control Board - Los Angeles Region ("RWQCB") and the California State Water Resources Control Board ("SWRCB"). City acknowledges that the RWQCB has issued Waste Discharge Requirements ("WDR's") and Groundwater Monitoring Requirements ("Water Quality Requirements") for the Coastal Landfill, the Santa Clara Landfill and the Bailard Landfill. City acknowledges that the RWQCB shall review and revise the WDR's and/or Water Quality Requirements before City shall commence development of Specified Recreational Uses. City acknowledges that RWQCB and/or SWRCB may modify the WDR's and/or Water Quality Requirements at any time during the term of this Lease Agreement.

c. **APCD**. City acknowledges that the Coastal Landfill Parcel is subject to regulation by the Ventura County Air Pollution Control District ("APCD"). City acknowledges that APCD has adopted Rule 74.17 and Rule 74.17.1 and may adopt revisions to this rule or adopt new rules regulating air emissions from the Premises.

d. **EPA**. City acknowledges that the Coastal Landfill Parcel is subject to regulation by the Environmental Protection Agency and/or other regulatory agencies of the United States ("EPA"). City acknowledges that the United States has enacted the Resource Conservation and Recovery Act and other laws and regulations and will further enact new laws and regulations which may apply to City's use of the Coastal Landfill Parcel.

e. **Regulatory Compliance**. City acknowledges review of each of the above referenced Closure Plan, Postclosure Plan, WDR's, Water Quality Requirements and APCD Rule 74.17, and Rule 74.17.1. City acknowledges that the Coastal Landfill Parcel is subject to other regulatory requirements. City assumes responsibility for becoming fully informed of all the restrictions presented by such regulatory permits, rules, regulations and laws as they exist now or may exist in the future as they relate to City's use of the Premises. City agrees that to the extent its use of the Premises or adjacent City owned property causes a violation of any such permit, rule, regulation or law, City shall bear the full responsibility for correcting any such violation and City shall bear the full expense of any liability associated with any penalty, prosecution or remediation requirement associated with any such violation and that City shall hold harmless, defend (by counsel selected by City after concurrence which shall not be unreasonably withheld by VRSD) and indemnify VRSD from any such liability.

8. LANDFILL CLOSURE PLAN, LANDFILL POSTCLOSURE PLAN AND OTHER REGULATORY DOCUMENTS.

a. **City Reimbursement of VRSD**. VRSD and City acknowledge that the Closure Plan, Postclosure Plan and other regulatory documents must be revised and approved by the appropriate regulatory agencies in order to accommodate the development of Specified Recreational Uses on the Coastal Landfill Parcel and that such revisions may be required on subsequent occasions during the term of this Lease Agreement. VRSD and City agree to cooperate in all such revisions and the implementation of the Closure Plan, Postclosure Plan, and other regulatory documents, provided that VRSD shall not be obligated to agree to any revision or requirement relating to Specified Recreational Uses which causes VRSD to incur expenses for subsurface maintenance of the Coastal Landfill beyond the expenses VRSD was obligated to incur under the plans and documents in existence as of the date of this Lease Agreement or which would conflict with or impair any right of the Lessee under the Gas Lease or cause VRSD to violate any covenant or obligation under the Gas Lease. VRSD and City agree that City shall bear the entire cost to City and VRSD of revising the Closure Plan, Postclosure Plan, and all other regulatory documents. City shall reimburse VRSD for all commercially reasonable costs and expenses incurred by VRSD under subsections 8a, b, c, d, e, f, and g below, including all VRSD staff and consultant costs. With respect to City's obligation herein to pay or reimburse VRSD, City shall, within thirty (30) days after receipt of billing from

VRSD, pay VRSD for reasonable expenses incurred by VRSD in carrying out the activities described in this Section 8 including staff time and consultant time in consulting with the City, City consultants, VRSD consultants, regulatory agencies and other interested parties involved in the revision and/or implementation of the plans or other regulatory documents and/or any of the activities described in this Section 8. City's obligation to reimburse shall include, but not be limited to payment for all VRSD staff and VRSD consultant time spent on reviewing all drafts, proposed submittals, designs, and other documentation relating to the plans and documents and attendance of VRSD employees and VRSD consultants at any and all meetings relating to the development of Specified Recreational Uses on the Premises. As used in this Lease Agreement, the term "VRSD consultant" shall mean independent engineers, hydrologists, attorneys, architects and other experts retained by VRSD. City shall reimburse VRSD for its staff time at the then current established hourly rates and for its consultants' time at the established hourly rates as then specified in contracts between VRSD and its consultants which shall be made available to City. In addition, if the revised plans or other permits, conditions or documents changed as a result of Specified Recreational Uses result in an increase in the expense of providing subsurface postclosure maintenance City shall, throughout the terms of this Lease Agreement, reimburse VRSD for such additional postclosure maintenance expenses within thirty (30) days after receipt of billing specifying the nature and cost of the additional maintenance work, improvements, monitoring or other activity required by the revised Closure Plan, Postclosure Plan or other regulatory documents.

b. **City's Assumption of Responsibility**. Immediately upon execution of this Lease Agreement, City shall assume responsibility for complying with the surface maintenance components of the Postclosure Maintenance Plan and other regulatory documents, including, but not limited to, the WDR's. Upon the approval of the revised Closure Plan, Postclosure Plan, and other regulatory documents permitting Specified Recreational Uses on the Coastal Landfill Parcel City shall become responsible for and shall commence the physical work of complying with all components of those plans and any successor plans and other documents which regulate or relate to the development and maintenance of the surface of the Coastal Landfill Parcel and VRSD shall bear responsibility only for non Specified Recreational Uses related subsurface maintenance requirements of said plans, including responsibility for any subsurface maintenance facilities which exist on or above the surface of the Coastal Landfill Parcel. In addition to assuming responsibility for all continuing and all new surface maintenance requirements, City shall bear responsibility for any additional subsurface maintenance requirement caused by the development and/or operation of Specified Recreational Uses on the Premises. In the future, during the term of this Lease Agreement, City shall become responsible for compliance with all new provisions, conditions and requirements of further revised plans and other regulatory documents relating to Specified Recreational Uses on the Premises and for all subsequent revised or new provisions, conditions and requirements of said plans and documents or new regulatory enactments relating to the surface maintenance of the Premises which may hereinafter become effective during the term of this Lease Agreement. The parties acknowledge that the various regulatory agencies may continue to name VRSD as the permitee, owner and/or responsible party for the Closure Plan, Postclosure Plan, and other regulatory documents. Nonetheless, City shall take all reasonable action necessary to assure that City's activities do not cause VRSD to be found by the regulatory agencies to be out of compliance with the Closure Plan,

Postclosure Plan, or any other regulatory document. City and VRSD agree that each shall carry out its responsibilities under this Section 8 without impairing any rights of the Lessee under the Gas Lease, including Lessee's right to access at all times to the gas collection system (including all gas collection wells, interconnection pipes, valves, monitoring equipment, any necessary flare/blower stations, vacuum pumps and any additional gas extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system.

c. **City's Right to Withdraw Initial Applications for Plan Revisions**. City, at its sole discretion, may, at any time, prior to approval of the initial applications to be made to revise the Closure Plans and Postclosure Plans in existence on the date of this Lease Agreement to allow the initial development of Specified Recreational Uses, determine that the applications for revision to the Closure Plan and Postclosure Plan and/or all other regulatory documents shall be withdrawn; and, this Lease Agreement will, upon such withdrawal, automatically terminate. It is further agreed that City, in its sole discretion, may at any time after approval of the above referenced applications, terminate this Lease Agreement pursuant to Section 24 below.

d. **Plan Revision Process**. Revisions of the Closure Plan and Postclosure Plan, current or as revised in the future, as well as the revision of any and all other regulatory documents pertaining to land use on the Premises, including permits, requirements, orders and other regulatory directives, shall be processed by City and VRSD on a cooperative basis consistent with the provisions herein. No application for any revision to the Closure Plan and/or Postclosure Plan shall be submitted to the CIWMB or LEA until both VRSD and City have approved the submission of such application for revision. Neither VRSD nor City shall be obligated to apply for, support or accept any Plan revision proposed as a consequence of planned Specified Recreational Uses which increases the expense of the party responsible for complying with the provision objected to; provided that neither party shall oppose such provisions if the other party agrees to assume all liability for the expense of such provisions, except that notwithstanding anything contained in this Agreement, VRSD shall not be required to apply for, support or accept any Plan revision, the implementation of which would conflict with or impair any right of the Lessee under the Gas Lease or cause VRSD to violate any covenant or obligation under the Gas Lease. City agrees that City shall pay and/or bear the full expense of preparing, processing and implementing the revised Closure Plan, Postclosure Plan, and other regulatory documents caused by or related to, directly or indirectly, the development of Specified Recreational Uses on the Premises.

e. **Financial Assurance Mechanism**. City acknowledges the legal requirements relating to the provision of financial assurance mechanisms for closed landfills. VRSD and City acknowledge that the existing financial assurance mechanism which has been established and funded by VRSD and approved by CIWMB may be revised as a result of revisions to the Closure Plan and Postclosure Plan necessitated by City's proposal to develop Specified Recreational Uses on the Coastal Landfill Parcel. VRSD shall continue to be responsible to the CIWMB for providing financial assurance in the amount stated in the Postclosure Plan's estimate of expense of fifteen (15) years of postclosure maintenance of the Coastal Landfill as specified in the cost estimate existing

on the date of this Lease Agreement (even though City, pursuant to this Lease Agreement, shall bear the actual expense, when incurred, of all surface maintenance and any expense of any additional subsurface maintenance required as a result of City's development of Specified Recreational Uses on the Coastal Landfill). On the other hand, City shall be responsible for providing financial assurance for all other new postclosure maintenance expenses as required by CIWMB as a consequence, direct and/or indirect, of Specified Recreational Uses including Specified Recreational Uses related surface maintenance requirements and all new subsurface requirements which are required as a result of Specified Recreational Uses proposed. City acknowledges that as a result of the application for revision to the Closure Plan and Postclosure Maintenance Plan which must be made in order to advance the development of Specified Recreational Uses on the Coastal Landfill Parcel, the CIWMB may implement additional financial assurance requirements. City shall be responsible for and hold VRSD harmless from any such additional Specified Recreational Uses related requirements. City also acknowledges that additional financial assurance requirements may be imposed in the future. City shall bear all costs, expenses and obligations of meeting such additional financial assurance requirements as relate to surface maintenance required because of the development and/or operation of Specified Recreational Uses on the Premises. VRSD shall expeditiously apply in accordance with CIWMB regulations to CIWMB for release of any financial assurance funding or security provided by City and release any funds held by VRSD which are due to City upon CIWMB approval of such release.

f. **Final Design**. After CIWMB and LEA approval of revisions to the Closure Plan and Postclosure Plan and all other necessary regulatory approvals, including, but not limited to the approval of the RWQCB, SWRCB and EPA, City shall develop final designs for Specified Recreational Uses improvements to be constructed upon the Premises. These final designs shall be submitted to VRSD for its review. VRSD may, within thirty (30) days after receipt of any submittal, comment upon any aspect of the designs which could potentially increase VRSD's cost of subsurface maintenance of the Coastal Landfill; provided, however, that, notwithstanding anything contained in this Agreement, VRSD shall not be required to accept any final design, the implementation of which would conflict with or impair any right of the Lessee under the Gas Lease or cause VRSD to violate any of its covenants or obligations under the Gas Lease.

Notwithstanding VRSD's review of and comment on the final design, City shall release, indemnify, defend and hold VRSD harmless from any liability arising from any design defect, error, omission, or damage arising from the final design of all improvements to be constructed on the Premises.

g. **Environmental Documentation**. City shall be the lead agency for all environmental documentation relating to any and all development on the Premises. City shall fully comply with the California Environmental Quality Act ("CEQA"). City shall be responsible for defending or providing a defense to any action alleging non-compliance with CEQA or any other law, regulation, rule or permit arising out of the revision of the Closure Plan, Postclosure Plan or other regulatory document relating to Specified Recreational Uses or the Northwest Golf Community Specific Plan, except to the extent of any liability caused by VRSD's acts, omissions or negligence. City shall hold

harmless, defend and indemnify VRSD in any such action, except to the extent of any liability caused by VRSD's acts, omissions or negligence. City shall reimburse VRSD for any expense, including, but not limited to any expense for staff time, consultant time (including attorney time or other related expenses) incurred by VRSD in response to City's request made in connection with VRSD's defense.

h. **Development Liability**. City shall hold harmless, defend (by counsel selected by City after concurrence, which shall not be unreasonably withheld, by VRSD) and indemnify VRSD from any action, claim or liability arising out of City's approval of development occurring on the Premises or on the property covered by City's approval of the Northwest Golf Community Specific Plan. City shall reimburse VRSD for any expenses, including, but not limited to, any expense for staff time or consultant time (including attorney time or other related expenses) incurred by VRSD as a result of such action. For example, City shall hold harmless, defend (by counsel selected by City after concurrence which shall not be unreasonably withheld by VRSD) and indemnify VRSD in any administrative appeal or judicial action brought in any administrative forum or any court relating to the City's approval and/or development approved by City in the Specific Plan area, including, but not limited to, compliance with environmental documentation requirements, low income housing provisions, compliance with general plan or other planning requirements or other actions involving any City approval or City permit relating to development in the Specific Plan area. With respect to development of Specified Recreational Uses on the Premises, City shall bear all permit, annexation, zoning, development agreement and other regulatory costs, fees, charges or requirements. For example, City shall indemnify and hold VRSD harmless from annexation fees and other charges due Calleguas Water District and/or Metropolitan Water District of Southern California upon annexation and development of the Premises.

i. **Construction**. VRSD shall be entitled to inspect the Premises throughout the construction of all improvements on the Premises. Notwithstanding VRSD's inspection of construction activities, City shall release, indemnify, defend and hold VRSD harmless from any and all liability arising from the construction of any and all improvements on the Premises by City or City's contractors. All City contractors working on the Premises shall be obligated to name VRSD as an additional insured as to all insurance requirements imposed by the City on its contractors.

9. **MAINTENANCE.**

a. **Immediate Assumption of Maintenance of Coastal Buffer Parcel and Surface Maintenance of Coastal Landfill Parcel**. Immediately upon execution of this Lease Agreement, City shall take possession of and be responsible for the maintenance of the Coastal Buffer Parcel and the surface maintenance of the Coastal Landfill Parcel as provided in this Lease Agreement. From and after the date of this Lease Agreement, City shall be entitled to a non-exclusive right of reasonable access to the Coastal Landfill Parcel at any time, subject to the present or future subsurface maintenance operations of VRSD on the Premises and to the rights of the Lessee under the Gas Lease, including Lessee's right to access at all times to the gas collection system (including all gas collection wells, interconnection pipes, valves, monitoring equipment, any necessary

flare/blower stations, vacuum pumps and any additional gas extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system. The parties should coordinate their respective activities and meet quarterly to discuss upcoming activities on the Premises.

b. **Coastal Landfill Parcel Maintenance Responsibility**. Immediately upon execution of this Lease Agreement, City shall be responsible for complying with all surface maintenance requirements established under the then existing Postclosure Maintenance Plan and other regulatory documents including, but not limited to, the WDR. Upon approval of the revised Closure Plan and/or Postclosure Plan and other regulatory documents permitting Specified Recreational Uses, in accordance with this Lease Agreement, City shall be solely responsible for and obligated to maintain the surface of the Coastal Landfill Parcel in accordance with all requirements of said Plan and documents. VRSD shall retain the right of access to perform all subsurface maintenance of the Coastal Landfill for which VRSD shall remain responsible. City shall be responsible for complying with all surface maintenance activities on the Coastal Landfill including, but not limited to, the surface maintenance activities set forth in the Closure Plan, Postclosure Plan, and other regulatory documents and any revisions thereto. City shall bear all expense associated with Premises surface maintenance activity. City shall release, defend, and hold VRSD harmless from any and all expense relating to the surface maintenance of the Premises, except for expenses incurred by VRSD hereunder in maintaining subsurface maintenance facilities. City and VRSD agree that each shall carry out its responsibilities under this Section 9 without impairing any rights of the Lessee under the Gas Lease, including Lessee's right to access at all times to the gas collection system (including all gas collection wells, interconnection pipes, valves, monitoring equipment, any necessary flare/blower stations, vacuum pumps and any additional gas extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system.

c. **Indemnification**. In consideration of entering into this Lease Agreement, City agrees that, City shall indemnify, defend (by counsel selected by City after concurrence, which shall not be unreasonably withheld, by VRSD), and hold VRSD, and each of VRSD's directors, employees, attorneys, and agents (collectively, "Indemnitees") harmless from any and all claims, liabilities, liens, losses, judgments, orders, actions (including actions arising from personal injury to or death of third persons or property damage), expenses, fines, penalties, governmental directives or inquiries, environmental response costs of any type (including without limitation reasonable attorneys' and environmental consultants' fees) (collectively "Liabilities"), arising from or related to City's design, construction, maintenance, repair, operation and/or use of the Premises, except to the extent such liabilities are caused by Indemnitees' acts, omissions, or negligence.

d. **Release**. City hereby fully releases Indemnitees from any and all claims which City may have now or in the future against Indemnitees for any damage or liability arising from the use of the Premises by City. As a material covenant and condition of this Lease Agreement, City agrees that in the event of any adverse event, situation or condition regarding the use of the Premises by City, City shall look solely to parties other than Indemnitees, and Indemnitees shall not be

responsible in any way therefor, and no cause of action shall lie, nor shall any judgment, however obtained, be executed against Indemnitees or any of them except to the extent such adverse event, situation or condition is caused by Indemnitees' acts, omissions or negligence.

With respect to the foregoing release, City fully waives any rights or benefits available to City under the provisions of Section 1542 of the California Civil Code, which provides as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

City acknowledges that its attorney at law has explained to City the meaning and effect of this statute. City understands fully the statutory language of Civil Code Section 1542, and with this understanding, City nevertheless elects to, and does, assume all risk as against Indemnitees regarding such damages or liabilities, whether arising before or after the making of this Lease Agreement and whether now known or unknown, and City specifically waives any rights City may have under California Civil Code Section 1542. City fully understands that if the facts with respect to which this release is executed are later found to be other than or different from the facts now believed by it to be true, City expressly accepts and assumes the risk as against Indemnitees of that possible difference in facts, and agrees that this release shall be and remain effective notwithstanding that difference in facts.

Therefore, the provisions of Civil Code Section 1542 (and any other or similar provisions of common or statutory law of any state of the United States) are hereby waived by City as to all matters released herein and City acknowledges that this waiver is an essential and material term of this Lease Agreement without which this Lease Agreement would not have been executed by VRSD. City acknowledges and recognizes that City may hereafter discover facts different from or in addition to those which City now knows or believes to be true with respect to the claims released herein. However, City intends by this Lease Agreement to fully, finally and forever settle and release the claims set forth herein, whether these claims heretofore have existed, now exist, may now exist, or will exist upon the discovery of additional facts. In furtherance of this intention, this Lease Agreement shall remain in full and complete effect in all respects, notwithstanding the discovery by VRSD or City of the existence of additional or different facts relating to the claims hereby released.

10. GAS AND CONDENSATE COLLECTION AND FLARE SYSTEM

a. **Collection System**. City acknowledges that VRSD owns the landfill gas generated under the Premises. City acknowledges the existence and contents of the April 22, 1983, Landfill Gas Lease and Operating Agreement for Conversion Systems among Cambrian Energy Systems,

Inc., Ventura Coastal Corporation and VRSD, and the April 18, 1991, First Amendment to Landfill Gas Lease and Operating Agreement for Conversion Systems between Oxnard Landfill Associates and VRSD (collectively referred to as the "Gas Lease"). City acknowledges that: (i) "Lessee" under said Gas Lease (originally Cambrian Energy Systems, Inc. and currently Ogden Power Pacific, Inc., a subsidiary of Ogden Energy, Inc.), has comprehensive rights of way over the Premises to extract landfill gas from the Coastal Landfill and collect this gas and transport it to its energy facility as described in said lease; (ii) these rights, include, but are not limited to, the right to construct, repair, replace, relocate, and maintain gas extraction wells, collection piping, collection traps, valves, monitoring equipment, blowers, pumps and other improvements related to the development of the gas rights in the Coastal Landfill; and (iii) the Lessee under said Gas Lease also has the right to place and maintain on the Coastal Landfill Parcel tanks, roads, pipelines, power lines and other improvements necessary to the Lessee's operations subject to limitations set forth in the Gas Lease. City acknowledges and agrees that its right to use and occupy the property under this Lease Agreement are subject to the rights of the Lessee and VRSD under said Gas Lease and that VRSD and/or the Lessee shall reserve ownership and possession of these gas collection improvements. VRSD agrees that it will be primary liaison with the Lessee regarding the coordination of Specified Recreational Uses with the Lessee's operations and the exercise of Lessee's rights under the Gas Lease. VRSD shall use commercially reasonable efforts to obtain the Lessee's reasonable commercial cooperation with Specified Recreational Uses; provided that City releases VRSD from any liability arising from the Lessee's failure to cooperate. City acknowledges, however, that notwithstanding anything contained in this Lease Agreement, VRSD makes no representation that the Lessee under the Gas Lease has agreed to, authorized or consented to, or will agree to, authorize or consent to, any particular action in respect of the activities contemplated hereunder. City further agrees that in the event the Gas Lease is terminated, VRSD shall be deemed to have succeeded to all of the rights, including rights of way over the surface of the Coastal Landfill Parcel created in the Lessee under said Gas Lease. In the event VRSD succeeds to Lessee's right, VRSD shall cooperate with City's operation of Specified Recreational Uses in a commercially reasonable manner.

City agrees to cooperate with the Lessee, and, subsequently, VRSD in Lessee's and VRSD's exercise of said Gas Lease rights of way. City also agrees to cooperate with Lessee and VRSD with regard to the gas and condensate collection system on the Premises, including any improvements, alteration, repair and/or maintenance of said system that may be undertaken by Lessee and/or VRSD. City shall coordinate its activities on the Premises with VRSD with respect to the activities which may affect rights under the Gas Lease. City agrees that to the extent the Closure Plan, Postclosure Plan or other regulatory documents require changes, because of the development of Specified Recreational Uses on the Premises, to the gas extraction and collection system built and owned by Lessee and/or VRSD pursuant to the Gas Lease, and VRSD and/or Lessee implement such changes, all work relating to such changes shall be at City's sole expense and City shall not initiate construction work on the Coastal Landfill Parcel until all work relating to such changes has been completed. Before commencing such gas system revision work, VRSD shall obtain City's approval of the specifications, budget and any construction contracts relating to such changes to the gas system. City shall pay the entire estimated cost of such work to VRSD before such work commences and upon the completion of the work VRSD shall provide City a complete

accounting of the expense of the work and either refund to City any unexpended portion of the City's initial payment of the estimated cost or collect from City any amount reasonably incurred by VRSD in excess of City's initial payment of the estimated cost. All work shall be completed in a commercially reasonable manner consistent with the requirements of all regulatory agencies. If City does not approve the proposed work and pay the estimated cost, VRSD will be under no obligation to implement the work. In the event that any changes to the gas extraction and collection systems are made hereunder, City shall bear the full expense of making such changes and shall hold harmless, defend and indemnify the Lessee and VRSD from any and all costs, liability, or regulatory enforcement activity related to any such change made to the gas extraction and/or collection system. For example, the amended Closure Plan or other regulatory requirement may require that gas extraction systems be fenced, that collection pipelines be buried and/or that other protective measures be taken with respect to any part of the landfill gas extraction, collection and distribution system. The total cost to VRSD of completing all of the work of designing, constructing, burying (including the importation of soil to bury the collection pipes) and maintaining changes to such systems necessitated by Specified Recreational Uses that may be carried out during the term of this Lease Agreement shall be borne by City and City shall promptly pay or reimburse VRSD for all VRSD expenses, including expenses associated with utilization of VRSD staff, VRSD consultants and/or the Lessee relating to such work. Any soil imported as part of this construction work shall meet City's specifications. City may require VRSD to use soil procured by City for this work in order to reduce construction costs.

b. **Flare Station**. City acknowledges the existence of a landfill gas flare station located on the northern portion of the Coastal Landfill Parcel as illustrated on Exhibit A. Notwithstanding any other provision of this Lease, City agrees that all of the area located within the fencing surrounding said flare station shall not be used by City or City's contractors and City shall design and operate any Specified Recreational Uses in the vicinity of the flare so as to discourage any recreational activity within 100 feet of the fence surrounding the flare. VRSD shall be responsible for maintaining all landscaping inside the fencing surrounding the flare station. City shall provide water to VRSD, out of the City's Entitlement, defined at section 14b below, at the cost of pumping the water from the Coastal Water Well (utility extraction cost and UWCD and GMA pump charges), for such landscaping. VRSD shall be responsible for the maintenance of the flare equipment or gas piping system associated with the flare station. VRSD shall, at its sole expense, continue to operate the flare and the associated facilities in compliance with all regulatory requirements including the requirements of CIWMB, LEA, and APCD.

c. **Condensate Collection**. City acknowledges the existence of condensate collection tanks on the Premises which store landfill condensate from the gas and condensate collection system for the Coastal Landfill. VRSD shall have access to repair, maintain and service said tanks.

d. **Gas Royalties**. This Lease Agreement does not modify, in any fashion, the Gas Lease and VRSD shall continue to be entitled to receive all royalties paid by the Lessee under said Gas Lease.

11. **LANDFILL GAS AND GROUNDWATER.**

a. **Groundwater.** City acknowledges that RWQCB has adopted WDR's and groundwater monitoring requirements for the closed Bailard Landfill, Coastal Landfill, and Santa Clara Landfill. City acknowledges that prior to the development of Specified Recreational Uses, revisions are likely to be made to the Bailard Landfill, Coastal Landfill and Santa Clara Landfill WDR's and groundwater monitoring requirements as a result of RWQCB's review of the proposed Specified Recreational Uses on the Coastal Landfill Parcel. To the extent RWQCB requires revisions to the monitoring requirements as a result of the proposed Specified Recreational Uses, and such changes increase the expense which VRSD incurs in its postclosure maintenance of the subsurface of the Bailard Landfill Parcel or the Santa Clara Landfill or the Coastal Landfill Parcel, City shall reimburse VRSD for the full amount of any such increase. For example, if RWQCB, determines, as a result of the proposed golf course development, that VRSD is required to drill additional monitoring wells or test additional constituents or increase the monitoring frequency or standards, City shall reimburse VRSD for the actual expense to VRSD of all VRSD staff time, consultant time, laboratory expense and other costs associated with compliance with such revisions as these expenses are incurred, throughout the term of this Lease Agreement, payable thirty (30) days after VRSD's delivery of invoices to City. VRSD shall also retain the right of access to and possession of all monitoring well sites approved by RWQCB on the Premises, including any located on the Coastal Buffer Parcel and/or the Coastal Landfill Parcel.

City also acknowledges that RWQCB may impose irrigation restrictions, cover system improvements or other conditions upon the development of Specified Recreational Uses in order to protect groundwater in the vicinity of the Premises. City agrees to comply with all restrictions and conditions on the development and operation of Specified Recreational Uses imposed by RWQCB as well as CIWMB, LEA, APCD or any other regulatory agency at City's sole expense and City further agrees to hold harmless, defend (by counsel selected by City, after concurrence, which shall not be unreasonably withheld, by VRSD) and indemnify VRSD from any and all expense, liability or regulatory enforcement actions, including fines or penalties for violations or remediation orders relating to any violation of any groundwater regulatory requirements by City or City's contractors or arising from the Specified Recreational Uses on the Premises.

City further acknowledges that as a result of the proposed Specified Recreational Uses on the Coastal Landfill Parcel, environmental impacts may occur in the future which may lead to the requirement for remediation of surface or subsurface conditions impacted or caused by the construction, operation and/or maintenance of Specified Recreational Uses on top of a closed landfill. City shall hold harmless, defend (by counsel selected by City, after concurrence, which shall not be unreasonably withheld by VRSD) and indemnify VRSD from any and all expense, liability, regulatory action or remediation costs associated with or caused by the development of Specified Recreational Uses on the Coastal Landfill Parcel.

b. **Subsurface Gas.** City acknowledges that the decomposing waste buried in the Coastal Landfill creates landfill gas, including methane gas. City acknowledges that some

constituents of the landfill gas may be hazardous and toxic. City further acknowledges that methane gas is combustible. City further acknowledges that the landfill gas can travel laterally subsurface. Throughout the term of this lease, VRSD shall remain responsible for and bear the full expense of monitoring subsurface migration of landfill gas from the Coastal Landfill Parcel. VRSD shall continue to maintain and monitor monitoring wells as required by CIWMB and the LEA. VRSD shall control the migration of landfill gas. As gas generation declines, VRSD shall be obligated to and have the right of access to the Premises in order to construct further gas wells and related collection piping and facilities in accordance with regulatory requirements. VRSD and City shall meet and cooperate in developing plans for such construction with the intent to avoid, to the extent consistent with regulatory and gas system operational requirements, unreasonable interference with Specified Recreational Uses.

City acknowledges that a subsurface gas migration barrier slurry wall has been constructed along the southern boundary of the Santa Clara Landfill and the eastern boundary of the Coastal Landfill. City shall not undertake or authorize any construction activity which damages the structural integrity or operational functionality of the slurry wall located on the Coastal Landfill Parcel.

City also agrees that City and City contractors, including the operator of any Specified Recreational Use on the Coastal Landfill Parcel, shall not undertake any activity, including excessive irrigation, as determined in writing by CIWMB, RWQCB, LEA or County of Ventura, which causes an increase in the expense to VRSD of its postclosure subsurface maintenance obligations, and City shall hold harmless, defend and indemnify VRSD from any and all expense, liability or regulatory enforcement actions, including fines or penalties for violations or remediation orders relating to any such activity by City or City's contractor.

c. **Surface Emissions**. City acknowledges that landfill gas can escape from the closed landfill through cracks in the surface of the cover lying over the buried waste. City acknowledges that by leasing the Premises, City has assumed responsibility for maintaining the surface of the closed landfill so that all cracks are filled and no leaks of gas are permitted through the surface in excess of the amount of gas allowed pursuant to APCD's Rules 74.17, and 74.17.1 and such other laws, regulations, rules or regulatory orders which exist now or may be adopted in the future. VRSD shall, at VRSD's expense, conduct Coastal Landfill surface emission monitoring and reporting to APCD under APCD Rules 74.17 and 74.17.1 and successor regulations. City acknowledges that these rules may require periodic sweeps on 100 foot or smaller grids laid over the Coastal Landfill Parcel. City shall hold harmless, defend and indemnify VRSD from any and all expense, liability or regulatory enforcement actions, including fines or penalties for violations or remediation orders relating to any violations of any such law, regulation, rule or regulatory order relating to City's maintenance of the surface of the Premises, except to the extent of liability caused by VRSD's negligence. City and VRSD agree that each shall carry out its responsibilities under this Section 11 without impairing any rights of Lessee under the Gas Lease, including Lessee's right to access at all times to the gas collection system (including all gas collection wells, interconnection pipes, valves, monitoring equipment, any necessary flare/blower stations, vacuum pumps and any additional gas

extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system.

12. **EASEMENT FOR SETBACK AND IMPACT DISCLOSURE.**

a. **Adjacent Private Property**. Except as provided in subsection 12.a.1 below, City, in regulating the development of the Northwest Golf Community Specific Plan area, shall require the owners of the property lying to the south of the Coastal Landfill Parcel to execute and record an easement or other agreement providing for a 300 foot setback, measured from the property line of the Coastal Landfill Parcel, prohibiting any construction of any enclosed structure within the 300 foot setback. Drainage facilities are not considered to be enclosed structures. The City shall also require the developers of the property to disclose in writing to prospective buyers of the property that the prior operation, closure and postclosure maintenance of the solid waste landfill located on the Bailard Landfill Parcel and/or Coastal Landfill Parcel may adversely affect the use, enjoyment, and occupation of the property because of the creation, existence, expansion, migration, or discharge of environmental impacts including, but not limited to, odor, vectors, organisms, particles, gases, chemicals, toxics, leachate, or other substances, whether airborne, waterborne or otherwise transmitted.

1. Historical Building Parcel. Subject to the conditions stated in this subsection, City may allow construction of an enclosed structure on the Historical Building Parcel described in the Specific Plan; provided the City has made a written determination that the use of such structure shall not expose the users thereof to unacceptable risks of injury or property damage caused by landfill gas migrating from the Coastal Landfill Parcel. City, in regulating the development of the Historical Building Parcel, shall not allow the construction of buildings or other enclosed structures or improvements of any kind, except drainage or water detention facilities, within 150 feet of the Coastal Landfill Parcel. City shall not permit the construction of any residential building on the Historical Building Parcel. City shall not permit any structure on any portion of the Historical Building Parcel to be used for residential use. City shall implement and enforce building requirements for all improvements constructed on the Historical Building Parcel in order to protect any occupants or users of such structures from being exposed to any hazard associated with the migration of landfill gas from the Coastal Landfill Parcel. City shall not permit any construction on the Historical Building Parcel until the owners of that Parcel have executed and recorded (1) an Access Easement from Vineyard Avenue to the Coastal Landfill Parcel in a form acceptable to VRSD, (2) a Declaration and Establishment of Covenants, Conditions and Restrictions in a form acceptable to VRSD, and (3) any subordination documents necessary to remove any cloud on the priority of the rights conferred by the easement and the declaration. City shall quitclaim all of its interest in the property covered by this access easement except for a nonexclusive right of way for ingress and egress to the Patterson Drain.

b. **Adjacent City Property**. City, in managing the use of City owned property in the Northwest Golf Course Community Specific Plan area, shall not construct or permit construction of enclosed structures within 300 feet of the Coastal Landfill Parcel, except for Specified Recreational

Uses related restrooms, snack shops with open air seating, and/or unenclosed shelters, and a Specified Recreational Use maintenance facility, and drainage facilities, provided all such improvements are designed and constructed to prevent the trapping or accumulation of landfill gas. City further acknowledges that the prior operation, closure and postclosure maintenance of the solid waste landfill located on the Coastal Landfill Parcel may adversely affect the use, enjoyment, and occupation of the City's property because of the creation, existence, expansion, migration, or discharge of environmental impacts including, but not limited to, odor, vectors, organisms, particles, gases, chemicals, toxics, leachate, or other substances, whether airborne, waterborne, or otherwise transmitted (collectively called "Environmental Impacts to City's Property"). City expressly assumes and accepts all risk of such Environmental Impacts to City's Property. City, for itself and on behalf of its transferees, assigns and successors in interest, hereby agrees to waive, release and forever discharge VRSD from any and all claims, demands, actions, causes of action, obligations, damages, liabilities, loss, cost or expense, including attorneys' fees and consultant fees, of any kind or nature whatsoever, whether for property damage, personal injury, death, or otherwise, past, present, or future arising from the Environmental Impacts to the City's Property, subject only to the limitation, to be narrowly interpreted to avoid diminution of the broad release intended here, that VRSD shall not conduct Landfill postclosure maintenance activities after the date of this Lease Agreement in a grossly negligent manner.

13. **FLOOD CONTROL.**

a. **Patterson Drain.** City holds an easement to the Patterson Drain as illustrated on Exhibit A. City shall be solely responsible for the maintenance of this drain, including the maintenance of any landscaping lying within the drainage easement. City shall hold harmless, defend and indemnify VRSD from any and all expense, liability or regulatory enforcement action relating to City's operation and/or maintenance of the Patterson Drain.

b. **Victoria Avenue Drain and Flood Control Flap Gate.** City shall hold harmless, defend and indemnify VRSD from any and all expense, liability or regulatory enforcement action relating to or arising out of the City's use, operation or maintenance of any Specific Plan area drainage features existing now or constructed in the future, including the Victoria Avenue drain, the Ventura County Flood Control flap gate, except to the extent caused by VRSD's acts, omissions or negligence.

c. **VRSD Not Liable for Flood.** VRSD shall not be liable for any injury, damage, or loss suffered, sustained or claimed by City or the employees of City or any other persons injured on the Premises, arising from or related to flood, seepage, other waters upon the Premises, drainage or lack of drainage, irrigation or lack of irrigation, or any causes beyond the control of VRSD unless such liability arises from VRSD's acts, omissions or negligence.

14. **WATER**

a. **Water Rights**. VRSD and City agree that any and all water rights or water entitlements appurtenant to the Coastal Buffer, Coastal Landfill, Bailard Buffer and Bailard Landfill Parcels (collectively "VRSD Parcels") shall remain the property of VRSD, and shall be deemed to benefit and run with VRSD's ownership of the VRSD Parcels. VRSD and City agree that any and all water rights or water entitlements appurtenant to the real property addressed by the Specific Plan, excluding the VRSD Parcels, but including the entire GMA allocation attributable to the Swift Well (Swift Allocation; State Well No. 2N/22W-29M1), shall be the property of the City upon transfer to the City of all real property necessary to implement the Specific Plan. Water rights or water entitlements addressed by this section include riparian, overlying or prescriptive water rights, and any and all allocation or entitlement granted under or pursuant to ordinances of the Fox Canyon Groundwater Management Agency ("GMA") or any government agency with authority to regulate groundwater use on the VRSD Parcels and the real property associated with the Specific Plan. VRSD shall allow City, and City shall allow VRSD, the right to use a portion of the water produced in accordance with the water rights and water entitlements under the terms and conditions described in this section; provided, however, that all such rights granted to City by VRSD under this Lease Agreement shall be subject to the rights of Lessee under the Gas Lease, including Section 9 thereof.

b. **VRSD Landfills GMA Allocation**. With respect to the Coastal Landfill and Bailard Landfill Parcels, GMA has authorized and issued to VRSD, through VRSD state well numbers 2N/22W-29D4, 29D5, 30C5, 30C6, 30K1 and 30L2, a total of 260.4 acre feet of baseline allocation ("VRSD Landfills Baseline Allocation"), 39.514 feet of historical allocation ("VRSD Landfills Historical Allocation"), and any credits accruing on the VRSD Landfills Historical Allocation (the VRSD Landfills Baseline Allocation and the VRSD Landfills Historical Allocation are collectively referred to as the "VRSD Landfills Allocation"). Effective upon City's assumption of surface maintenance responsibilities for the Coastal Landfill Parcel under Section 9(b) above, and continuing so long as City continues to be responsible for and provides the required surface maintenance for the Coastal Landfill Parcel City and VRSD agree that, subject to GMA or other regulatory requirements, water produced in accordance with the VRSD Landfills Allocation shall only be used as follows:

(i) City shall have the exclusive right to use, for the sole purpose of constructing and irrigating Specified Recreational Uses developed on the Coastal Landfill Parcel pursuant to the Specific Plan, 93 acre feet per year of VRSD Landfills Baseline Allocation and 17 acre feet per year of VRSD Landfills Historical Allocation ("City's Entitlement").

(ii) VRSD shall have the exclusive right to use 167.4 acre feet per year of VRSD Landfills Baseline Allocation, the acre feet per year of VRSD Landfills Historical Allocation remaining, if any, after City's use of City's Entitlement, and any GMA credits accruing on the VRSD Landfills Historical Allocation, for any use on the Bailard Landfill Parcel, and to meet regulatory offset requirements relating to VRSD's operations at its Toland Road Landfill ("VRSD Entitlement").

(iii) On or before October 1 of each year, VRSD shall provide written notice to the City of the amount (in acre feet), to be determined in VRSD's sole discretion, subject to GMA or other regulatory requirements, of the VRSD Entitlement that VRSD, subject to the mutual agreement of City and VRSD as to the price of water as described below, will provide to the City for the City's exclusive use in the calendar year during which the written notice is provided ("VRSD Designation"). City shall respond with a written notice of how much of the VRSD Designation City agrees to use ("City Notice"). City shall have the exclusive right to use the entire amount stated in the City Notice only for the calendar year for which the VRSD Designation applies, subject to the payment by City to VRSD of VRSD Water Fees as defined below. As used herein, "VRSD Water Fees" shall mean an amount calculated by multiplying the number of acre feet of water used by City times the price of water set annually by the mutual agreement of VRSD and City as to the price of water for each year. If there is no mutual agreement, VRSD shall not be obligated to provide a VRSD Designation. City shall make payment in full to VRSD for the amount of water designated in the City Notice within thirty (30) days of the date City and VRSD agree upon a price for the use of the water.

c. **Other Water Rights Appurtenant to Premises**. For so long as City assumes surface maintenance responsibilities for the Coastal Landfill Parcel, VRSD grants to City the right to exercise any and all riparian rights associated with the Premises.

d. **Water Supply to Premises**. City may provide water to the Premises through any facilities needed and necessary, including VRSD state well number 29D5 (Coastal Water Well), subject to the conditions and limitations in this Lease Agreement. In light of the duration of this Lease Agreement, City shall be responsible for, and bear the full expense of the operation and maintenance of the Coastal Water Well as though City were the owner of the well. City, in its sole discretion, and at its sole expense, may repair or abandon the Coastal Water Well, If City abandons the Coastal Water Well, VRSD and City shall cooperate in selecting the most effective location and arrangement of the replacement to the Coastal Water Well and associated piping. If VRSD and City cannot agree on such location and arrangement, then, subject to GMA regulation, City shall make those decisions in a manner that VRSD incurs no greater cost than would be the case if the location and arrangement proposed by VRSD were selected. Provided however, should this Lease Agreement terminate, City shall, at its sole expense, provide a replacement well equivalent to the Coastal Water Well on the Coastal Landfill Parcel.

e. **Water Supply to Bailard Buffer Parcel**. VRSD has historically relied on the water well located on the land owned by Raymond E. Swift, successor trustee, known as the Swift Well (State Well No. 29M1), to supply water to the Bailard Buffer Parcel and the Coastal Buffer Parcel. The Swift Well will be abandoned during construction of the development provided in the Specific Plan. City agrees that before the Swift Well is abandoned VRSD shall drill a new well on the Bailard Buffer Parcel to serve the Bailard Buffer Parcel, with capacity to serve the Coastal Buffer Parcel if this Lease Agreement is ever terminated. City shall reimburse VRSD for seventy-five percent (75%) of the capital costs of drilling and equipping a new well on the Bailard Buffer Parcel, provided that in no event shall City be obligated to pay VRSD more than seventy-five thousand

dollars ($75,000) for such new well capital costs. City shall pay such costs within thirty (30) days of City's receipt of well cost invoices from VRSD. VRSD shall be solely responsible for compliance with any statutes, ordinances, rules or regulations applicable to the construction and operation of the new Bailard Buffer Parcel Well. VRSD shall be responsible for applying to GMA for permission to use an efficiency extraction to serve the Bailard Buffer Parcel. VRSD shall be solely responsible for the operation, maintenance, repair or replacement costs for the new Bailard Buffer Parcel well constructed pursuant to this paragraph.

Effective upon the GMA's approval of the assignment to the City of the Swift Allocation, and continuing through the term of this Lease Agreement, City shall make available for use by VRSD or its lessee, at the option of VRSD in its sole discretion and subject to approval by GMA if such approval is required, up to but no more than 110 acre feet per year of the Swift Allocation (VRSD Swift Entitlement) for use on the Bailard Buffer Parcel. Use by VRSD of the VRSD Swift Entitlement is contingent upon the GMA's approval of the assignment to the City of the Swift Allocation, and limited to that assigned amount recognized and approved by the GMA as corresponding to the historical irrigation of the Bailard Buffer Parcel using the Swift Allocation. Use by VRSD of the VRSD Swift Entitlement, if any is approved by the GMA, shall terminate, and all rights to the VRSD Swift Entitlement shall revert to the City, when the Bailard Buffer Parcel ceases to be used for commercial agricultural production at approximately the same level of production as exists at the time of execution of this Lease Agreement. Except as provided in this subparagraph 14(e), the City shall have no responsibility to provide water service, or any water rights or entitlement to VRSD for use on the Bailard Buffer Parcel.

f. **Reporting and Payment of GMA and UWCD Pump Charges**. City and VRSD shall coordinate, as frequently as necessary, their groundwater extraction reporting to the GMA and United Water Conservation District (UWCD) associated with the VRSD Landfills Allocation and, if applicable, VRSD Swift Allocation so that appropriate payment to the GMA and UWCD can be made timely for all groundwater extractions made hereunder by City, VRSD and VRSD's lessee. City shall be solely responsible for regional pump charges (i.e. UWCD and GMA pump charges, and any other pump charges that may be imposed by a court or water management agency other than City) associated with City's use of the City Entitlement and that amount of water designated in the City Notice. VRSD shall be solely responsible for regional pump charges associated with its or its lessee's use of the VRSD Entitlement. City and VRSD acknowledge and agree that the GMA imposes a penalty on water use above that made available through its allocations and that each entity is solely responsible for its individual penalties or surcharges associated with its or its lessee's respective overuse of groundwater.

g. **Water Availability**. City and VRSD acknowledge that neither City nor VRSD has made any representations, warranties or guarantees with respect to the availability, quantity or quality of any water supplies or sources which may be required by City for the operation of a golf course on the Premises. City acknowledges and agrees that City shall be solely responsible and liable for the acquisition of all water which may be required by City, as well as any and all water necessary for the conduct of its operations on the Premises, at City's sole costs and expense, including, but not limited to, all expenses related to all state or local water fees, charges,

assessments, annexation fees, connection fees, standby fees, levies, and other costs imposed to provide such water. In the event City purchases water from a water supplier or other party, City agrees to pay such water bills directly and to indemnify, defend and hold VRSD, and the Premises, harmless from any and all obligations for the payment of such bills.

h. **New Regulations.** If the GMA or any other regulatory agency adopts new requirements which reduce the GMA Allocation or otherwise restricts further the right to pump water for the VRSD Parcels, then the City Entitlement and the VRSD Entitlement shall be reduced proportionately based on the ratio between the two entitlements.

15. **ASSESSMENTS.** Except to the extent of any amount due as a result of VRSD's or the Lessee's use of utilities, City shall pay at its sole cost and expense, and prior to delinquency, all assessments, annexation fees, charges (excluding standard utility charges) and real property taxes levied, imposed or assessed upon the Premises and improvements thereon during the Lease term, including, but not limited to, the amount of all assessments, levies, taxes, imposts and other charges imposed or levied by United Water Conservation District ("UWCD"), Ventura County Groundwater Management Agency ("GMA"), Calleguas Municipal Water District, or any successor, replacement, assignee or substituted entity thereof, for any purpose, including, but not limited to, the provision of water, water facilities or related services and/or any other utility service to the Premises during the term of this Lease. City shall pay, at its sole cost and expense, and prior to any delinquency, all taxes and assessments imposed on any personal property or trade fixtures belonging to City and located on the Premises.

16. **UTILITIES.** City, at its sole cost and expense, shall pay for all utilities including, but not limited to, telephones, gas, electricity, water and sewage and rubbish removal used in or on the Premises, before the same become delinquent, and City shall hold VRSD harmless from any liability, cost or expense for such utility charges, except that VRSD shall bear the expense of utility services used by VRSD. the Lessee shall bear the Lessee's own utility service expenses.

17. **EXTERNAL ACCESS.** VRSD has access to the Premises from Victoria Avenue and Gonzales Road over rights of way over the Northwest Golf Course Community Specific Plan area as illustrated on Exhibit A by the easements recorded in the Official Records of Ventura, California ("Records") document number 94-125434 ("Buffer Access Easement") and records document number 86-043729 ("Coastal Access Easement"). City shall accommodate VRSD's access to the Premises by requiring that any development occurring over the Buffer Access Easement and/or the Coastal Access Easement, preserve or relocate adequate easements and roads for VRSD's right of way to the Premises.

18. **INTERNAL ACCESS.**

a. **Subsurface Maintenance Access.** During the term of this Lease Agreement, VRSD shall retain a non-exclusive right of way over the Premises and shall have the right, but not the obligation, to construct, repair, maintain and replace subsurface maintenance facilities and related landfill impact mitigation and remediation installations reasonably necessary to permit VRSD's

fulfillment of its landfill postclosure subsurface maintenance obligations. VRSD shall notify City of the location of and construction schedule for any new well or other subsurface facility prior to construction of such well or facility on either the Coastal Buffer Parcel or Coastal Landfill Parcel. City shall, at its expense, maintain roads which provide VRSD access to all subsurface maintenance facilities, including maintenance of the access roads which are located on the western, northern and eastern perimeter of the Coastal Landfill Parcel in the same condition as they exist as of the date of this Lease Agreement. City shall, at its expense, maintain or relocate other internal access roads on the Coastal Buffer Parcel and/or the Coastal Landfill Parcel, including the southern perimeter road existing on the Coastal Landfill Parcel as of the date of this Lease Agreement, to provide structurally reinforced all weather access, including cart paths, for VRSD staff and contractors to all subsurface maintenance facilities. All vegetation and golf course landscaping and other improvements shall be kept mowed, trimmed and/or maintained in a fashion that allows VRSD clear, unobstructed access to all such subsurface maintenance facilities and that provides adequate protection against fire hazard. City and VRSD agree that each shall carry out its responsibilities under this Section 18 without impairing any rights of the Lessee under the Gas Lease, including Lessee's right to access at all times to the gas collection system (including all gas collection wells, interconnection pipes, valves, monitoring equipment, any necessary flare/blower stations, vacuum pumps and any additional gas extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system.

b. **Interference with Recreational Activities**. VRSD shall, to the extent reasonably and commercially practicable, avoid and minimize interference with Specified Recreational Uses. However, it is acknowledged that Specified Recreational Uses related activity may have to be temporarily diverted or stopped to allow VRSD to comply with postclosure regulatory requirements for monitoring and/or maintenance. VRSD shall not, under any circumstances, be responsible for consequential damages related to City's inability to provide recreational uses on the Premises, including any loss of golf course playing time. VRSD shall notify City of VRSD's maintenance schedule and reasonably coordinate its activities with the City's golf course operations. VRSD shall indemnify, defend and hold City harmless for any golf play caused damages or injuries sustained by VRSD employees who are on the Premises while golf is being played.

19. **TITLE**. City acknowledges review, approval and acceptance of the state of the title to the Premises as recorded in the Recorded Official Records of the County of Ventura. City shall not, at any time during the Lease term, encumber City's leasehold interest or VRSD's fee title by deed of trust, mortgage, lien or any other similar security instrument. City hereby agrees to indemnify and hold VRSD and the Premises free and harmless from all liability for any and all liens, mortgages, deeds of trust, claims and demands, including reasonable attorneys' fees, and all costs and expenses in connection therewith.

20. **REPAIRS AND RESTORATION**. City shall assume full responsibility for the maintenance and repair of the Premises except for any facilities owned or operated by the Lessee under the Gas Lease and, further, except for facilities maintained by VRSD in the discharge by VRSD of VRSD's subsurface maintenance of the closed Coastal Landfill, which facilities shall be interpreted to mean all gas migration monitoring and collection wells and piping, all equipment relating to the gas flare

station, all groundwater monitoring wells, all condensate collection tanks, all aerial survey plates (hereinafter "VRSD maintenance facilities"). Except for the VRSD maintenance facilities, City shall keep in good order, condition and repair the Premises and every part thereof, structural and non-structural, (whether or not such portion of the Premises requiring repair, or the means of repairing the same are reasonably or readily accessible to City, and whether or not the need for such repairs occurs as a result of City's use, any prior use, the elements or the age of such portion of the Premises), including, without limitation the generalization of the foregoing, all landscaping, driveways, roads, irrigation systems, parking lots, drainage improvements, fences, signs and all other improvements located on the Premises. Except as expressly stated herein to the contrary, it is intended by the parties hereto that VRSD has no obligation, in any manner whatsoever, to repair, maintain, replace, improve or otherwise perform any work whatsoever on the Premises. City expressly waives the benefit of any statute now or hereinafter in effect which would otherwise afford City the right to make repairs at VRSD's expense or to terminate this Lease Agreement because of VRSD's failure to keep the Premises in good order, condition and repair.

City, at City's cost and expense shall make all alterations, additions, or repairs to the Premises or the improvements or facilities on the Premises required by any valid law, ordinance, statute, order, or regulation now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity and arising from development or use of the Premises as a golf course. Further, City shall observe and comply with all valid laws, ordinances, statutes, orders, and regulations now or hereafter made or issued respecting the Premises or the improvements or facilities on the Premises by any federal, state, county, local or other governmental agency or entity. City and VRSD agree that City shall carry out its responsibilities under this Section 20 without impairing any rights of the Lessee under the Gas Lease, including Lessee's right to access at all times to the gas collection system (including all gas collection wells, interconnection pipes, valves, monitoring equipment, any necessary flare/blower stations, vacuum pumps and any additional gas extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system.

21. **INDEMNITY AND INSURANCE**.

a. **Indemnity**. VRSD shall not be liable for any loss, damage or injury of any kind or character ("liability") to any person or property arising from City's use of the Premises, or any part thereof, or caused by any defect in any improvement constructed by or for City thereon or in any equipment or other facility therein constructed or furnished by or for City, or caused by or arising from any act or omission of City or of any of its agents, employees, licensees, or invitees, or by or from any accident on the Premises, or any fire or other casualty thereon, or occasioned by the failure of City to maintain the premises in safe condition; and City hereby waives on its behalf all claims and demands against VRSD for any such loss, damage or injury to City, and hereby agrees to indemnify, defend (by counsel selected by City after concurrence, which shall not be unreasonably withheld, by VRSD) and hold VRSD entirely free and harmless from all liability for any such loss, damage or injury to other persons, and from all costs and expenses arising therefrom except to the extent such liability is caused by VRSD's acts, omissions or negligence.

b. **Insurance**. City shall, at its sole cost and expense and at all times during the term of this Lease, maintain in force and effect risk management practices for the benefit of VRSD and City. City's risk management practices include a self-insured retention and excess insurance coverage for general liability. On the date of execution of this Lease Agreement the City is self-insured for comprehensive general liability to a limit of $1,000,000 and has excess insurance coverage of $24,000,000 to a limit of $25,000,000. VRSD finds such practices and City's self-insured retention and excess insurance coverage to be satisfactory. City retains sole discretion to change its risk management practices during the term of this Lease Agreement, provided that such practices provide VRSD with protection from loss which is substantially equivalent to the protection afforded by City's risk management practices in effect on the date of this Lease Agreement. Throughout the term of this Lease Agreement VRSD shall be named as an additional insured under City's excess insurance coverage.

22. **ASSIGNMENT AND SUBLETTING**. As a material component of the consideration for this Lease Agreement, City agrees that City shall not assign or sublease the Premises without VRSD's consent, which can be arbitrarily withheld for any reason whatsoever; and VRSD agrees that VRSD shall not assign its rights or duties under this Lease Agreement without City's consent, which can be arbitrarily withheld for any reason whatsoever. Any net rent paid to City by any assignee or subleasee not consented to by VRSD shall be paid by City to VRSD.

23. **DEFAULT**.

a. **Default by City**. Each of the following events shall be deemed to be an event of default hereunder:

(i) If City shall fail, neglect or refuse to pay any monies due hereunder or under the Agreement for Waste Disposal and/or Water and Wastewater Service Agreement, at the time and in the amount as therein provided, and if any such default should continue for more than thirty (30) days after notice thereof in writing given to City; or

(ii) If City shall fail to commence and thereafter to continuously conduct its operations on the Premises within the times and in the manner herein provided; or fail to use, maintain and operate the Premises as herein required or abandon the property, and if any such default should continue for more than thirty (30) days after notice thereof in writing given to City; or

(iii) If City shall fail, neglect or refuse to keep and perform any of the other covenants, conditions, stipulations or agreements herein agreed to be performed by City, and such default, if of a nature which can be cured, continues for more than fifteen (15) days after notice thereof in writing given to City by VRSD (no notice to be required or right to cure to apply to defects which cannot be cured); provided, however, in case of any default which involves the making of repairs or other matters reasonably requiring a longer

period of time to cure than thirty (30) days, City shall be deemed to have complied with such notice if City has commenced to comply with such notice within thirty (30) days and thereafter diligently completes such cure; but for any failure to timely so complete such cure, no further notice or right to cure need be given; or

(iv) If any voluntary petition in bankruptcy or similar debtor's pleading under any section or sections of any bankruptcy act shall be filed by City, or if any voluntary proceeding in any court or tribunal shall be instituted to declare City insolvent or unable to pay City's debts, or to effect upon City a plan of liquidation, composition or reorganization, or if any involuntary proceeding of the aforesaid nature be filed and City consents thereto or agrees therein by pleading or default, or if City makes any assignment of its property for the benefit of creditors, or the Premises are taken under a levy of execution or attachment in an action against City, or if a trustee or receiver is appointed over any substantial portion of City's assets or City's operations on the Premises, then neither this Lease nor any interest of City in or to the Premises shall become an asset in any such proceeding, and if any of the aforesaid occurrences is not dismissed or discharged within fifteen (15) days after VRSD's demand, or thirty (30) days after such occurrence, whichever date first occurs.

b. **Default by VRSD.** If VRSD shall fail, neglect or refuse to keep and perform any of the other covenants, conditions, stipulations or agreements herein agreed to be performed by VRSD, and such default, if of a nature which can be cured, continues for more than thirty (30) days after notice thereof in writing given to VRSD by City (no notice to be required or right to cure to apply to defects which cannot be cured); provided, however, in case of any default which involves the making of repairs or other matters reasonably requiring a longer period of time to cure than thirty (30) days, VRSD shall be deemed to have complied with such notice if VRSD has commenced to comply with such notice within thirty (30) days and thereafter diligently completes such cure; but for any failure to timely so complete such cure, no further notice or right to cure need be given.

c. **VRSD Remedies.** Upon an event of City's default hereunder, VRSD shall have the right at any time thereafter to terminate this Lease forthwith and reenter the Premises and take possession thereof and remove all persons therefrom, whereupon City shall have no further claim thereto but shall not be released from any obligations accruing hereunder prior to the date of termination or surviving any termination and VRSD shall have the further right to exercise any other right now or hereafter afforded by law.

d. **City Remedies.** Upon an event of VRSD's default hereunder, City shall have the right at any time thereafter to terminate this Lease forthwith, but City shall not be released from any obligations accruing hereunder prior to the date of termination or surviving any termination and City shall have the further right to exercise any other right now or hereafter afforded by law.

e. **Alternative Dispute Resolution Remedy.**

(1) The parties agree to cooperate to implement this Lease Agreement. In the event of any dispute hereunder, the parties shall meet within five days of a written notice from either party requesting informal dispute resolution. The complaining party shall send such notice prior to initiating arbitration or other remedies available hereunder.

(2) Agreement to Arbitrate Limited Issues: The parties hereto for themselves and for their successors and assigns agree to submit disputes concerning the interpretation or enforcement of rights and duties under sections 8, 9, 10, 11, 14, 16, 17 or 20 of this Lease Agreement to final and binding arbitration in Ventura County, California. Such arbitration shall comply with and be governed by the provisions of the California Arbitration Act contained in *Code of Civil Procedure §§* 1280, et seq., including any subsequent amendments thereto and shall not include the right of discovery. The following matters are excluded from arbitration hereunder:

(a) Any action not concerning the interpretation or enforcement of rights and duties under Sections 8, 9, 10, 11, 14, 16, 17 or 20 of this Lease Agreement; or

(b) Any claim seeking more than $25,000 in damages or recovery (increased 2% per year during the term of this Lease); or

(c) Any action seeking equitable relief other than declaratory relief as to the meaning of a provision of Sections 8, 9, 10, 11, 14, 16, 17 or 20, provided that any declaratory relief award shall not serve as a precedent controlling a claim seeking more than $25,000 in damages or recovery (increased 2% per year during the term of this Lease).

The prevailing party shall be entitled to recover reasonable attorney fees and costs incurred in such arbitration which fees and costs shall not be added to the computation of the monetary jurisdiction limits specified above. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction or other provisional remedy shall not constitute a waiver of the right to arbitrate under this provision. With respect to all other issues excluded from arbitration hereunder, the parties may seek all available remedies in the court of competent jurisdiction in the County of Ventura, California.

3. Appointment of Arbitrators: If the parties are unable to agree on a single person to arbitrate such dispute within 15 days after a written demand for arbitration has been served by the demanding party upon the other party, then the selection of an arbitrator shall be made pursuant to the *California Code of Civil Procedure* §§1280, et seq., including any subsequent amendments thereto. The parties shall advance arbitrator's fees, as incurred, proportioned between them as the arbitrator shall determine, but the cost of arbitration shall ultimately be borne entirely by the losing parties or in such other manner as the arbitrator shall decide.

4. Power of Arbitrators: The provisions of this paragraph are an express limitation upon the jurisdiction of the arbitrator, the violation of which constitutes an act by the

arbitrator in excess of his/her power and a basis for vacating the award pursuant to *California Code of Civil Procedure* §1286.2(d). The arbitrator shall follow substantive California law applicable to the issues which are the subject of the arbitration. The arbitrator shall prepare and serve written findings of fact and conclusions which adequately set forth the basis of his decision. Should any party, after proper notice, fail or refuse to participate in the arbitration, or any part thereof, the arbitrator will have the full power to proceed, to take evidence from those parties appearing and participating, and to perform any other acts necessary to arbitrate the matter. The arbitrator shall have no power to make an award or impose a remedy that is not available to a court of general jurisdiction sitting in the County of Ventura or was not requested by a party. In no event shall the arbitrator have the authority to award punitive or exemplary damages or to issue any award relating to matters excluded from arbitration by subsection e.(2) above. The award of the arbitrator shall be enforceable according to the applicable provisions of the *California Code of Civil Procedure*. Judgment upon the award rendered by the arbitrator may be entered in any court having the requisite jurisdiction.

5. Expedience: If the arbitrator does not render and serve upon both parties a final award with written findings of fact and conclusion within 60 days of completion of the submission of evidence, the arbitration and the obligation to arbitrate the dispute may, at either party's election, be canceled, by written notice to the other party, and the parties shall be free to pursue other remedies legally available, and any pertinent claims requirement or statute of limitations shall be deemed to have been tolled for the period the arbitration procedure was ongoing.

24. TERMINATION

a. **Termination**. In addition to any event of termination arising from a party's exercise of its rights and/or remedies under the provisions of Section 23 (Default) above, this Lease Agreement shall terminate immediately, without further notice, in the event any of the following circumstances occur.

(i) City has not commenced construction of Specified Recreational Uses on the Premises by November 12, 2005; or

(ii) City abandons or vacates the Premises for ninety (90) days; or

(iii) City surrenders possession of the Premises, if City provides VRSD with sixty (60) days written notice of surrender.

b. **Return of Property**. Upon expiration or sooner termination of the Lease Agreement term, City shall quit the Premises together with the improvements, alterations, modifications, additions, fixtures, parts and surfaces thereof, clean and free of debris and in good operating order, condition and state of repair, reasonable wear and tear excepted. Reasonable wear and tear shall not include any damage or deterioration that would have been prevented by good and regular

maintenance, repair and safety practice or by City performing all of its obligations under this Lease Agreement.

c. **Maintenance of Premises After Termination.** Upon termination of this Lease Agreement, VRSD shall be solely responsible for all liability and expense of the maintenance of the Premises, provided that with respect to termination of the lease of the Coastal Landfill Parcel, VRSD shall comply with all Coastal Landfill Postclosure Maintenance obligations, except for any liability arising from City's negligence, and further provided that, except in the case of termination due to VRSD's default, City shall pay VRSD for all costs, expenses and liabilities incurred by VRSD from the date of termination through December 21, 2025, as a result of any new postclosure maintenance requirement imposed because of development or use of the Premises for Specified Recreational Uses prior to termination, including, but not limited to, additional monitoring of groundwater and/or gas, imposed upon VRSD as a result of the revised Postclosure Plans and/or other regulatory documents relating to the Specified Recreational Uses. In the event of termination arising out of City's decision to not proceed with development of Specified Recreational Uses, City and VRSD, shall cooperate to seek revision of any new postclosure maintenance requirements imposed because of the anticipated development and use of the Premises for Specified Recreational Uses.

25. **HAZARDOUS MATERIALS**. City shall not spray, spread, irrigate, inject, deposit, dispose or otherwise apply under, on or upon the Premises any fertilizer, chemicals, waste products, or other substances which are toxic, hazardous or otherwise inappropriate or illegal for application upon agricultural or horticultural real property, except as reasonably necessary for City to conduct golf course activities on the Premises in accordance with applicable laws, rules, regulations, permit conditions and any manufacturer or supplier guidelines. City shall not use, generate, manufacture, produce, store, treat, dispose or permit the escape on, under, about or from the Premises, or any part thereof, any asbestos or any flammable, explosive, radioactive, hazardous, toxic, contaminating, polluting matter, waste or substance or related injurious materials, whether injurious by themselves or in combination with other materials. If City breaches the obligations stated in the preceding sentence, or if the presence of hazardous material on the Premises caused or permitted by City results in contamination of the Premises, or if contamination of the Premises by hazardous material otherwise occurs for which City is legally liable to VRSD for damage resulting therefrom, then City shall indemnify, defend and hold VRSD harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including without limitation diminution in value of the Premises, damages for the loss or restriction on use of rentable or useable space of any amenity of the Premises, damages arising from any adverse impact on developing or marketing the Premises and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the term of the Lease Agreement as a result of such contamination.

26. **SERVICE AGREEMENTS**.

a. **Agreement for Waste Disposal**. City performance of all City obligations under the Agreement for Waste Disposal is an express, material obligation of its performance under this Lease Agreement.

b. **Water and Wastewater Services Agreement.** City performance of all City obligations under the Water and Wastewater Services Agreement is an express, material obligation of its performance under this Lease Agreement.

c. **Additional Waste Disposal Service Agreement.**

(1) If, at any time during the term of the Agreement for Waste Disposal, City or City's designee for solid waste hauling or processing does not have in effect one or more contracts for solid waste disposal at a landfill for some or all of the tons of solid waste generated in City, other than the Agreement for Waste Disposal, VRSD may offer City a proposal for a contract for solid waste disposal at the Toland Landfill for all or part of such tons that are not subject to another contract.

(2) A contract will be deemed to be in effect if: (i) the contract was in effect on the effective date of this Lease Agreement and has not expired or been terminated, either because the original term of the contract is in effect or because the contract is renewed or extended before expiration or termination; or (ii) City entered into the contract after the effective date of this Lease Agreement after giving VRSD an opportunity to offer a proposal, and VRSD did not offer a proposal or VRSD's proposal was not the lowest total cost alternative; or (iii) City's designee for solid waste hauling or processing entered into a contract before or after the effective date of this Lease Agreement. A contract that is in effect may be amended as the parties thereto agree, including but not limited to amendments that affect the number of tons that are subject to the contract, the compensation paid, or the term of the contract.

(3) If a contract proposal made by VRSD to City provides City with the lowest total cost alternative for solid waste disposal at a landfill, City shall accept the proposal and enter into a contract with VRSD for disposal at the Toland Landfill of the number of tons proposed by VRSD at the price proposed by VRSD. The maximum term of such contract shall be five years with an option given to City to renew for an additional five years. VRSD and City shall negotiate in good faith as to any other provisions of the contract, but nothing in this Lease Agreement requires VRSD or City to agree to any other proposed provision of the contract.

(4) In determining whether VRSD has offered City the lowest total cost alternative for solid waste disposal at the landfill, VRSD and City shall compare the tipping fee offered by VRSD and the total cost to City of transportation and disposal at the Toland Landfill to the tipping fee offered by any other proposed contractor and the total cost to City of transportation and disposal at the proposed contractor's landfill.

(5) If a proposed contractor other than VRSD does not wish to make public the tipping fee or any other monetary incentives offered to City, VRSD and City shall devise a procedure, consistent with any State statutes applicable to VRSD and City, whereby a neutral third party chosen mutually by VRSD and City shall obtain the information from City and the proposed contractor in confidence and determine whether VRSD or the proposed contractor offers City the lowest total cost alternative for solid waste disposal at a landfill.

(6) Nothing in this Lease Agreement requires VRSD to make such a proposal or prohibits City from entering into a contract for solid waste disposal with a contractor other than VRSD if VRSD does not make such a proposal or if VRSD's proposal is not the lowest total cost alternative for solid waste disposal at a landfill.

(7) City's designee for solid waste hauling or processing may enter into contracts without regard to this Lease Agreement.

27. **CONDEMNATION**. If all or part of the Premises and/or any part of the Coastal Buffer Parcel or the Coastal Landfill Parcel shall be taken or condemned for a public or quasi-public use, all compensation awarded upon such condemnation or taking shall go to VRSD, and City shall have no claim thereto, and City hereby irrevocably assigns and transfers to VRSD any right to compensation or damages or bonus value of the Lease Agreement to which City may become entitled during the term hereof by reason of the condemnation of all or a part of the Premises; provided, however, that in any condemnation proceeding in which City is not the condemning agency, any portion of said compensation or damages attributable to golf course improvements on the Premises constructed by City shall be paid to City up to the total actual cost of construction incurred by City.

28. **MISCELLANEOUS**

a. **Notices**. All notices, requests or demands required or permitted to be given under this Agreement shall be in writing and shall be delivered to the party to whom notice is to be given either (a) by personal delivery (in which event such notice shall be deemed given on the date of delivery), or (b) by first class United States mail, postage prepaid, registered or certified, return receipt requested (in which event such notice shall be deemed given two (2) days after the date of deposit in the mail), and addressed as follows:

City:

City of Oxnard
300 West Third Street
Oxnard, California 93030
Attention: City Manager

VRSD:

Ventura Regional Sanitation District
1001 Partridge Drive, Suite 150
Ventura, California 93003
Attention: General Manager

b. **Incorporation of Exhibits**. All Exhibits referred to herein are deemed incorporated herein, as if fully set forth herein.

c. **Amendment**. Neither this Agreement, nor any term, covenant, condition or duty contained herein, may be altered, changed, waived, discharged or terminated, except by an instrument in writing signed by the party against whom enforcement of the alteration, change, waiver, discharge or termination is sought. Each party acknowledges and agrees that no agent of any party shall have any actual or apparent authority to rely upon or assert any purported, implied or oral amendment or modification hereof. Each party waives the future right to claim, contend or assert that this Agreement was modified, canceled, superseded or changed by an oral agreement, course of conduct, estoppel or any other occurrence.

d. **Entire Agreement**. This Agreement, together with all instruments, exhibits, schedules and other agreements being executed and delivered simultaneously with or pursuant to this Agreement, or which are incorporated herein by reference, shall constitute the entire agreement among the parties to this Agreement pertaining to the subject matter hereof and supersede all prior understandings and negotiations, whether oral or written. The parties represent that there are no collateral agreements or side agreements not otherwise provided for within the terms of this Agreement. Each party acknowledges that it has expressly bargained for a prohibition of any implied or oral amendments or modifications of any kind, nature or character. Each party acknowledges and agrees that (1) this Agreement is fully integrated and requires no parol evidence to reflect the intentions of the parties, (2) the literal words of this Agreement shall and do govern the transactions described herein, and (3) prior negotiations, drafts and other extraneous communications shall have no significance or evidentiary effect whatsoever.

e. **Captions and Headings**. The captions and headings throughout this Agreement are for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation of any provision of or the scope or intent of this Agreement.

f. **No Course of Conduct**. At no time shall the prior or subsequent course of conduct by any of the parties hereto directly or indirectly limit, impair or otherwise adversely affect any of the rights or remedies of any party in connection with this Agreement, or detract from or otherwise affect the literal interpretation and effect of this Agreement, since the parties hereto agree that this Agreement shall only be amended by written instruments executed by the parties, as provided herein.

g. **Interpretation**. This Agreement shall be construed to liberally effectuate the rights and remedies of the parties as expressed herein, and neither such principle of interpretation nor the express language of this Agreement shall be impaired or adversely affected by any prior discussion, form or draft of this Agreement. The deletion of any provision from a prior draft of this Agreement shall not, and shall not be deemed to, constitute (and shall not be used as) evidence of any fact or interpretation, since the parties may disagree as to the meaning and effect of such a deletion, as well

as to their respective reasons for agreeing to such a deletion, and no prior draft of this Agreement shall be admissible as evidence of the meaning of this Agreement.

h. **Construction**. When the context and construction so require, all words used in the singular herein shall be deemed to have been used in the plural and the masculine shall include the feminine and neuter and vice versa. The word "person" as used herein shall include any individual, company, firm, association, partnership, corporation, trust or other legal entity of any kind whatsoever.

i. **Time Is of The Essence**. Time is of the essence in this Agreement, and all deadlines shall be strictly adhered to, unless otherwise provided herein. Any failure or refusal to timely perform any action or duty, no matter how minor or trivial the delay may be, but subject to any applicable grace period, shall be deemed a material breach of this Agreement.

j. **Governing Law**. This Agreement shall be deemed to have been entered into and performed in Ventura County, State of California. All questions of validity and interpretation or performance of any of its terms or any rights or obligations of the parties to this Agreement shall be governed by California law. Any action arising under this Agreement must be initiated, maintained and prosecuted solely in the County of Ventura, State of California.

k. **No Waiver**. The waiver by any party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver of any other covenant, condition or promise. The waiver by any party of the time for performing any act shall not constitute a waiver of time for performing any other act or an identical act required to be performed at a later time. The delay or forbearance by either party in exercising any remedy or right, the time for the exercise of which is not specifically and expressly limited or specified in this Agreement, shall not be considered a waiver of, or an estoppel against, the later exercise of such remedy or right. The exercise of any remedy provided in this Agreement shall not be a waiver of any remedy provided by law, and the provisions in this Agreement for any remedy shall not exclude any other remedy unless it is expressly excluded. Any provision of this Agreement may be waived by the party for whose benefit it is made, but no waiver shall be effective unless it is in writing and signed by the waiving party or an authorized representative of the waiving party.

l. **Representation**. The parties hereby acknowledge that each has been represented by independent counsel in negotiation of this Agreement. VRSD has been represented by Mark A. Zirbel, a member of the firm of Arnold, Mathews, Wojkowski & Zirbel, and City has been represented by Gary L. Gillig, City Attorney. The counsel representing each party was of his or her own choosing and this Agreement has been read by the parties and has been explained to them by their respective counsel as to its meaning and legal consequences. The parties have reviewed this Agreement with their respective counsel and have received from their respective counsel satisfactory answers and explanations regarding all matters contained herein as to which they may have had any questions whatsoever. This Agreement or any provision hereof shall be fairly interpreted and shall not be construed strictly against either party on the basis that either party is the drafter of this Agreement or any specific provision hereof.

m. **Attorneys Fees**. In the event of any claim, dispute or controversy arising out of or relating to this Agreement, including an action for declaratory relief, the prevailing party in such action or proceeding shall be entitled to recover its court costs and reasonable out-of-pocket expenses not limited to taxable costs, including but not limited to phone calls, photocopies, expert witnesses, travel, etc., and a reasonable attorneys fee to be fixed by the court. Such recovery shall include court costs, out-of-pocket expenses and attorneys fees on appeal, if any. The court shall determine who is the "prevailing party." If either party is reasonably required to incur such out-of-pocket expenses and attorney's fees as a result of any claim arising out of or concerning this Agreement or any right or obligation derived hereunder, then the prevailing party shall be entitled to recover such reasonable out-of-pocket expenses and attorneys fees whether or not action is filed.

n. **No Partnership**. Nothing contained in this Agreement shall be construed as or be deemed to create any association, partnership or other business organization as between the parties to this Agreement.

o. **Further Assurances**. The parties agree to execute all documents and instruments and to take all action as may be specifically provided for herein, and shall use their best efforts to accomplish the provisions hereof. As to each document to be prepared, signed, delivered, filed and/or recorded as described herein, any such document, instrument or deed may be hereafter modified or amended in an insubstantial and immaterial manner as reasonably approved by legal counsel to the parties hereto and executed by the parties or their successors and assigns on or before the date such documents are recorded. VRSD's General Manager and City's City Manager are hereby authorized to execute all such documents and instruments and other related documents, including escrow instructions, or take other action consistent with this Lease Agreement and the other agreements referred herein in order to carry out the intent of this Lease Agreement. Each party shall diligently and in good faith pursue the performance of this Agreement and the satisfaction of all contingencies subject to their approval.

p. **Severability**. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part thereof; and the remaining provisions hereof will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

q. **Successors**. Except as otherwise provided herein, this Agreement, and each and every provision hereof, shall be binding upon and shall inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

r. **No Third Party Benefitted**. Nothing in this Agreement, whether express or implied, shall be intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and assigns, nor shall anything in this Agreement relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.

s. **Amended and Restated Lease**. This Lease Agreement replaces and completely supercedes the Golf Course Lease and Landfill Postclosure Maintenance Agreement made by VRSD and City November 14, 2000. This Lease Agreement also replaces and completely supercedes the Golf Course Stockpile Site Lease made by VRSD and City July 1, 2001, and said Stockpile Site Lease shall be deemed terminated effective June 30, 2002; provided, that the provisions of Section 24 of said Stockpile Site Lease shall remain in effect. City shall be entitled to maintain the soil stockpile located on the Coastal Buffer Parcel as of June 30, 2002 for use in preparing the Premises for Specified Recreational Uses.

"VRSD"

VENTURA REGIONAL SANITATION DISTRICT

By: _____
David Bury, Chairman
Board of Directors

ATTEST:

_____
Rhonda Catron, Clerk of the Board

APPROVED AS TO FORM:

_____
Mark A. Zirbel,
Arnold, Mathews, Wojkowski & Zirbel, LLP
General Counsel

"City"

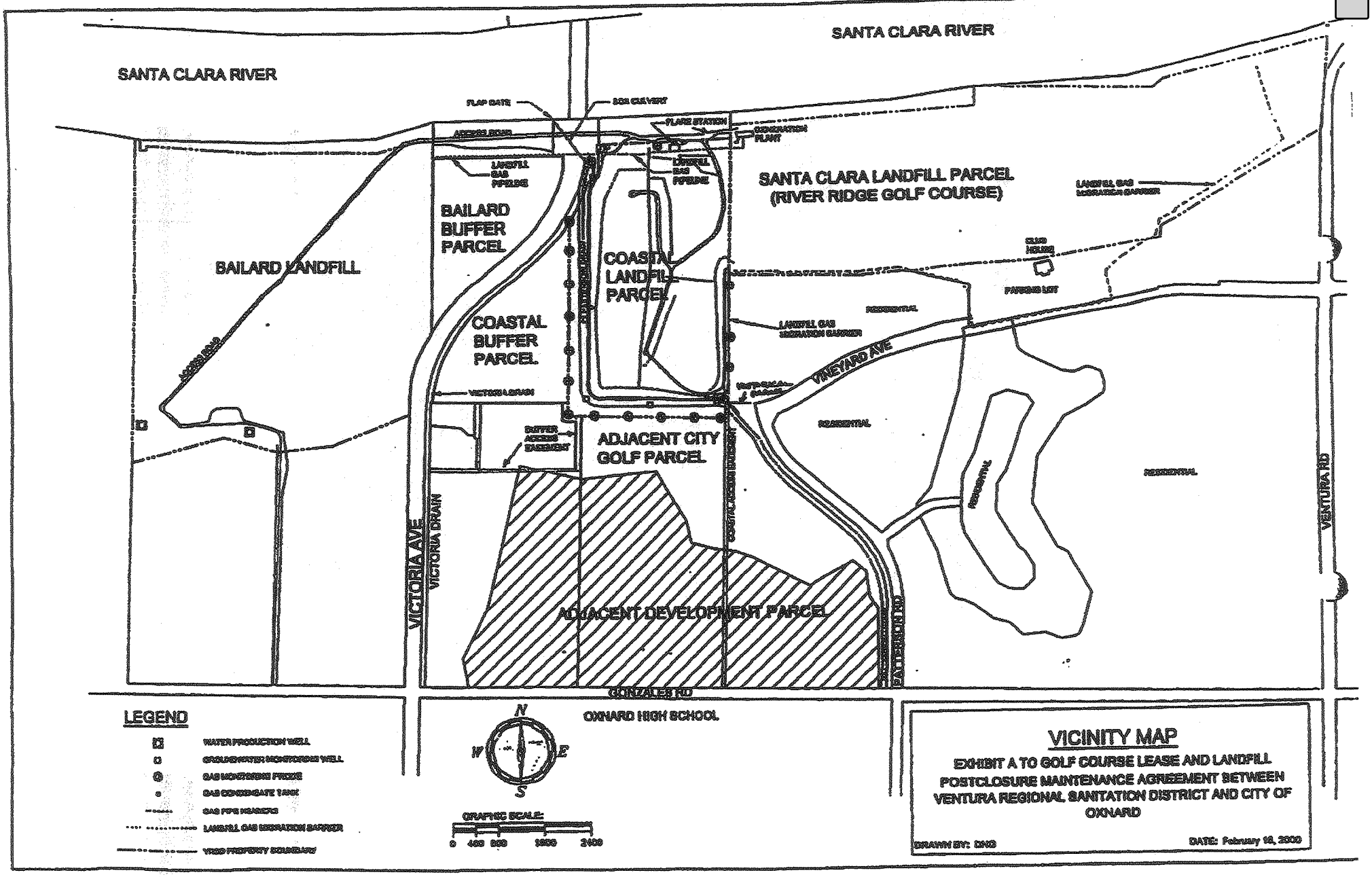
CITY OF OXNARD

By: _____
Dr. Manuel M. Lopez, Mayor

APPROVED AS TO FORM:

_____
Gary L. Gillig, City Attorney

VRSD\General\Documents\ Oxnard Lease3


SANTA CLARA RIVER
SANTA CLARA RIVER
FLAP GATE
BOX CULVERT
ACCESS ROAD
FLARE STATION
GENERATION PLANT
LANDFILL GAS PIPELINE
LANDFILL GAS PIPELINE
SANTA CLARA LANDFILL PARCEL
(RIVER RIDGE GOLF COURSE)
LANDFILL GAS MIGRATION BARRIER
BAILARD BUFFER PARCEL
BAILARD LANDFILL
COASTAL LANDFILL PARCEL
CLUB HOUSE
PARKING LOT
COASTAL BUFFER PARCEL
RESIDENTIAL
LANDFILL GAS MIGRATION BARRIER
VINEYARD AVE
ACCESS ROAD
VICTORIA DRAIN
BUFFER ACCESS EASEMENT
ADJACENT CITY GOLF PARCEL
RESIDENTIAL
RESIDENTIAL
RESIDENTIAL
VENTURA RD
VICTORIA AVE
VICTORIA DRAIN
COASTAL ACCESS EASEMENT
ADJACENT DEVELOPMENT PARCEL
PATTERSON RD
GONZALES RD
OXNARD HIGH SCHOOL
LEGEND
WATER PRODUCTION WELL
GROUNDWATER MONITORING WELL
GAS MONITORING PROBE
GAS CONDENSATE TANK
GAS PIPE MARKERS
LANDFILL GAS MIGRATION BARRIER
VRSD PROPERTY BOUNDARY
N
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GRAPHIC SCALE:
0 400 800 1600 2400
VICINITY MAP
EXHIBIT A TO GOLF COURSE LEASE AND LANDFILL POSTCLOSURE MAINTENANCE AGREEMENT BETWEEN VENTURA REGIONAL SANITATION DISTRICT AND CITY OF OXNARD
DRAWN BY: DKD
DATE: February 18, 2000

GOLF COURSE LEASE AND LANDFILL POSTCLOSURE MAINTENANCE AGREEMENT

EXHIBIT B
(BAILARD BUFFER PARCEL)

Being Portions of Parcel B, Subdivision No. 4, Rancho El Rio De Santa Clara O' La Colonia as per map recorded in Book 3, Page 44 of Miscellaneous Records (maps), in the Office of the County Recorder, County of Ventura, State of California.

Commencing at the Westerly terminus of the third course of Parcel A as per that certain Deed recorded in Book 4445, Page 904 of Official Records, in the Office of the County Recorder of said county; thence along the boundary of said Deed recorded in Book 4445, Page 904, South 1° 27' 16" West 350.15 feet to the True Point of Beginning; thence continuing along the boundary of Parcel A per said Deed in Book 4445, Page 904 the following 5 courses,

1st: North 89° 45' 45" East 85.54 feet to a point; thence,

2nd: South 1° 27' 16" West 138.48 feet to a point; thence,

3rd: Southerly and Southwesterly along a curve concave Northwesterly, having a radius of 1415.58 feet at a central angle of 37° 14' 52", the radial of which at said point bears North 76° 36' 31" West, an arc distance of 920.26 feet to a point; thence,

4th: South 50° 47' 01" West 399.53 feet to a point; thence,

5th: Southwesterly along a tangent curve concave Southeasterly, having a radius of 1575.00 feet and a central angle of 21° 40' 00", an arc distance of 599.72 feet to a point in the Westerly line of said Parcel B; thence Northerly along the Westerly line of said Parcel B,

6th: North 1° 15' 41" East 1610.81 feet to the Southwesterly corner of that certain Deed recorded in Book 4437, Page 688 of Official Records in the Office of the County Recorder of said county; thence Easterly along the Southerly line of last said Deed,

7th: North 89° 45' 45" East 1053.58 feet to the True Point of Beginning.

GOLF COURSE LEASE AND LANDFILL POSTCLOSURE MAINTENANCE AGREEMENT

EXHIBIT C
(COASTAL BUFFER PARCEL)

Being Portions of Parcel B, Subdivision No. 4, Rancho El Rio De Santa Clara O' La Colonia as per map recorded in Book 3, Page 44 of Miscellaneous Records (maps), in the Office of the County Recorder, County of Ventura, State of California.

Commencing at the Northwest corner of Parcel B, as shown on that certain map filed in Book 30, Pages 22 and 23 of Parcel Maps, in the Office of the County Recorder of said county; thence Easterly along the Northerly line of Parcel B of said Parcel Map, south 89° 02' 49" East to the Northeast corner of Parcel B of said Parcel Map, said Northeast corner also being the True Point of Beginning; thence Easterly along a prolongation of the North line of Parcel B of said Parcel Map.

1st: South 89° 02' 49" East 817.92 feet to an intersection with the Westerly line of that certain Deed recorded July 15, 1988 as Document no. 88-099785 of Official Records; thence Northerly along said Westerly line,

3rd: North 01° 15' 31" East 1672.65 feet to an intersection with the Southeasterly line of Parcel A as per that certain Deed recorded in Book 4445, Page 904 of Official Records, in the Office of the County Recorder of said county, said intersection also being a point on a curve concave Northwesterly having a radius of 1721.73 feet, a radial line to said curve bears South 58° 29' 32" East; thence Southwesterly along the Southeasterly line of said Deed the following 4 courses,

4th: Southwesterly along said curve through a central angle of 20° 29' 41" an arc distance of 615.86 feet; thence,

5th: South 50° 47' 01" West 408.00 feet to the beginning of a tangent curve concave Southeasterly having a radius of 1380.00 feet; thence,

6th: Southwesterly and Southerly along said curve through a central angle of 41° 11' 11" an arc distance of 992.00 feet; thence,

7th: South 09° 35' 50" West 99.77 feet to an intersection with the Northerly line of Parcel B of said Parcel Map; thence Easterly along said Northerly line,

8th: South 89° 02' 49" East 374.37 feet to the True Point of Beginning.

GOLF COURSE LEASE AND LANDFILL POSTCLOSURE MAINTENANCE AGREEMENT

EXHIBIT D (COASTAL LANDFILL PARCEL)

Parcel 1 (Landfill)

Fee simple title in and to a portion of Parcel A of Subdivision No. 4 of the Rancho El Rio de Santa Clara o'La Colonia, in the County of Ventura, State of California, as shown on the map recorded in the Office of the Ventura County Recorder in Book 3, Page 44, of Miscellaneous Records, described as follows:

Beginning at the Southwest corner of the property deeded to the City of Oxnard and described in Book 3290, Page 40 of Official Records of said County, said point being the Westerly terminus of the sixth course of Annexation No. 68-10 to said City as filed with the Secretary of State on July 8, 1968; thence Northerly 115 feet along the seventh course of said annexation to the True Point of Beginning; thence,

1st: South 87° 47' 14" West 1194.27 feet; thence,

2nd: South 1° 27' 42" West 177.54 feet; thence,

3rd: South 51° 41' 00" West 119.00 feet; thence,

4th: Southerly along a curve concaved Westerly having a central angle of 3° 48' 56", radial bearing of South 71° 32' 56" East and radial distance of 1721.73 feet. This same curve has an arc distance of 114.66 feet to a point in the Westerly line of said parcel "A", (3 M.R. 44) thence,

5th: South 1° 15' 50" West 1926' along the Westerly line of Parcel "A"; thence along a line parallel to the Southerly line of said Parcel "A",

6th: East 1321.98 feet more or less to a point in the East line of Parcel "A", (3 M.R. 44) said point also lying in the Southerly prolongation of the Westerly line of Parcel "B" of Annexation to the City of Oxnard 77-4 as filed with the Secretary of State on November 7, 1978; thence along said Southerly prolongation and the Westerly line of said annexation,

7th: North 1° 15' 50" East 2325.22 feet to the True Point of Beginning and containing approximately 69.3 acres.

Parcel 2 (Patterson Drain West of Landfill)

That portion of Parcel B of Subdivision No. 4 of the Rancho El Rio De Santa Clara O'La Colonia, in the County of Ventura, State of California, as shown on the Map recorded in the Office of the Ventura County Recorder in Book 3, Page 44 of Miscellaneous Records.

Being a strip of land 120 feet in width, the Easterly line thereof being the Westerly line, and Southerly prolongation thereof, of Parcel 1 (Landfill Parcel) as described in the Deed to Ventura County Regional Sanitation District, recorded April 14, 1986 as Instrument No. 86-043729 of Official Records.

Said strip of land to terminate Northwesterly in the Southeasterly line of Victoria Avenue, as described in Parcel A in the Deed to County of Ventura, recorded August 13, 1975, as Document No. 54364, in Book 4445, Page 904 of Official Records, and to terminate in an line parallel with and distant Southerly 120.00 feet from the Westerly prolongation of the Southerly line of said Parcel 1 (Landfill Parcel).

Parcel 3 (Patterson Drain South of Landfill)

That portion of Parcel A of Subdivision No. 4 of the Rancho El Rio De Santa Clara o'La Colonia, in the County of Ventura, State of California, as shown on the map recorded in the office of the Ventura County Recorder in Book 3, Page 44 of Miscellaneous Records.

Being a strip of land 120 feet in width, the Northerly line thereof being the Southerly line of Parcel 1 (Landfill Parcel) as described in the Deed to Ventura Regional Sanitation District, recorded April 14, 1986 as Instrument No. 86-043729 of Official Records.

Said strip of land to terminate Easterly and Westerly in the Easterly and Westerly lines of said Parcel A.

EXCEPT all oil, gas, other hydrocarbon substances and minerals in and under said Parcels 1, 2 and 3.

EXHIBIT D-1

Agreement No. 7167-15-CM
VRSD Contract No. 15-027

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES ("Agreement") is made and entered into in the County of Ventura, State of California, this 8th day of June, 2015, by and between the City of Oxnard, a municipal corporation ("City"), and Ventura Regional Sanitation District ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

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

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

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

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in **Exhibit A** attached hereto and incorporated by this reference in full herein (the "Services").

2. Method of Performing Services

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

3. Standard of Performance

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

4. Nonexclusive Services

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

COUNCIL APPROVAL
11/17/15 I-1 (A)
DATE

5. Coordination of Services

The Services shall be coordinated with the City Manager or designated Department Head ("Manager"), subject to the direction of the City Manager or Department Manager.

6. Place of Work

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

7. Correction of Errors

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

8. Time for Performance

The Services performed under this Agreement shall be completed by June 30, 2016. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Frank Kiesler as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

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

11. City's Responsibility

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

12. Term of Agreement

This Agreement shall begin on July 1, 2015, and expire on June 30, 2016.

13. Termination

a. This Agreement may be terminated by City without cause if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant without cause if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed $75,050.91 for the Services at rates provided in **Exhibit B** attached hereto and incorporated by this reference in full herein.

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

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

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

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

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to Manager. The invoice shall identify the Services by project as specified by Manager.

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

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

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services. All expenses incident to the performance of the Services shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the Services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such Services.

17. Non-Appropriation of Funds

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

18. Records

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

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

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

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

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

21. Indemnity

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

b. The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that

liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

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

22. Insurance

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

b. Consultant shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in **Exhibit INS-C**. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in **Exhibit INS-C**.

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

23. Independent Contractor

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

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

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

24. Consultant Not Agent

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

25. Conflict of Interest

If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement.

26. Assignability of Agreement

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

27. Successors and Assigns

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

28. Fair Employment Practices

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

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

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for

employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

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

29. Force Majeure

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

30. Time of Essence

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

31. Covenants and Conditions

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

32. Governing Law

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

33. Compliance with Laws

Consultant agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the Services performed by Consultant pursuant to this Agreement.

34. Severability

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

35. Waiver

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

36. Counterparts

City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

37. Arbitration

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

38. Expenses of Enforcement

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

39. Authority to Execute

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

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

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to, Ventura Regional Sanitation District, 1001 Partridge Drive, Suite 150, Ventura, California 93003 Attention: Frank Kiesler.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, General Services Department, Oxnard, California 93030, Attention: Michael Henderson.

41. Amendment

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

42. Entire Agreement

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

CITY OF OXNARD

Greg Nyhoff, City Manager

APPROVED AS TO FORM:

for

Stephen M. Fischer, Interim City Attorney

APPROVED AS TO CONTENT:

Michael Henderson, General Services Director

APPROVED AS TO INSURANCE:

Risk Manager

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

APPROVED AS TO FORM:

ARNOLD, LaROCHELLE, MATHEWS, VANCONAS & ZIRBEL LLP

MARK ZIRBEL
Legal Counsel for DISTRICT

ATTEST:

JOSIE GUZMAN
Clerk of the Board

VENTURA REGIONAL SANITATION DISTRICT

RICK NEAL, Chairman

INTERNAL USE ONLY

Principal Analyst _____

Finance Manager _____

Director of Finance 7/21

Fiscal Technician _____

Exhibit A
Scope of Services

Landfill Gas Perimeter Probe Monitoring and Reporting

1. Conduct monthly perimeter landfill gas probe monitoring as required by California Code of Regulations (CCR) Title 27. Submit monthly reports to the County of Ventura Environmental Health Division.

2. Monitor the 3 on-site landfill gas detection systems located at the Clubhouse and Maintenance Tent. Calibrate as required by the manufacturer. Respond to gas alarms as needed.

Landfill Gas Surface Monitoring and Reporting

1. Coordinate with 3rd party vendor (RES Environmental) to perform surface emissions monitoring (SEM) of the surface of the landfill on an annual basis for gas emissions in accordance with the requirements of Title V Federal Operating Permit and by CCR 17. (Effective FY15/16 surface monitoring frequency has been reduced from quarterly to annual. If monitoring results exceed regulatory limits, monitoring frequency and cost will return to quarterly.

   Any leaks detected will be remediated in consultation with the City as warranted depending on the source of the leak. This may require adjustments to the gas collection system or cover maintenance.

   Follow-up inspection will be conducted on a 10 day and 30 day schedule as required in the Title V Federal Operating Permit and by CCR 17.

2. Grab landfill gas sample and test gas for component gasses quarterly.

3. Prepare Title V required semi-annual reports, semi-annual flare start-up, shutdown and malfunction reports, and annual certification reports.

4. Prepare AB32 / CCR 17 Reports.

5. Prepare Annual California and Federal Electronic Greenhouse Gas Reporting (EGERT).

6. Retain Title V and CCR 17 records.

7. Pay the Air Pollution Control District Permit Fee for Coastal Flare. 1/3 the fee cost will be charged to the City.

Storm Water Monitoring and Reporting

Conduct storm water monitoring and reporting as outlined in the City's Storm Water Pollution Prevention Plan. Note – The State of California is modifying the General Industrial Permit effective July 1st 2015 that will require an update to the City's Stormwater Pollution Prevention Plan (SWPPP).

1. Collect and analyze 4 storm water samples per year.
2. Conduct up to 6 wet season monthly inspections as required during the rainy season.
3. Conduct 4 dry weather (authorized/unauthorized) inspections of the stormwater discharge locations.
4. Conduct an annual comprehensive site inspection and evaluation of SWPPP.
5. Complete the annual report and upload to the SMARTS system to the State Water Resources Control Board.
6. Recommend updates to the SWPPP based on the comprehensive site evaluation to the City.

Gas Collection System and Flare Operations & Maintenance

1. Operate City's landfill gas (LFG) collection system.
2. Conduct quarterly sump pump maintenance.
3. Conduct LFG flare maintenance.
4. Administer semi-annual comprehensive 3rd party LFG flare maintenance.
5. Coordinate annual gas flare source test.
6. FY 2014/2015 - Oversee implementation of new LFG flare blower assembly and controls update.

Gas Collection System Monitoring

1. Conduct monthly gas collection well-field balancing.

FY 16 budget

Landfill Gas Perimeter Probe and Structures Monitoring

		Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost
	Monitoring								
Labor $8,348.00	Landfill Gas Perimeter Probe Monitoring	Environmental Resource Analyst	4	12	48	$ 107.00			$5,136.00
	Calibrate Basement gas monitoring unit	Environmental Resource Analyst	1.0	12	12	$ 107.00			$1,284.00
	Calibrate tent gas monitoring units	Environmental Resource Analyst	0.5	12	6	$ 107.00			$642.00
	Reporting								
	Prepare Monthly Report for EHD	Environmental Resource Analyst	1	12	12	$ 107.00			$1,284.00
Materials $414.00	Calibration Gas (oxygen + methane)						2	$ 207.00	$414.00
Equipment $2,129.92	GEM - Gas Monitor						12	$ 75.83	$909.96
	Mule - Portable Vehicle						4	$ 279.99	$1,119.96
	Misc. Supplies/Hardware						1	$ 500.00	$500.00
Mileage $480.00	Mileage						480	$ 1.00	$480.00
Subtotal									$11,769.92

Landfill Gas Surface Monitoring and Reporting

		Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost
	Monitoring								
Labor $8,239.00	Follow-up monitoring for leaks detected (contingency for any surface emissions exceedances)	Environmental Resource Analyst	4	1	4	$ 107.00			$428.00
	Reporting								
	Semi-Annual/Annual Title 5 Reports	Environmental Resource Analyst	10	2	20	$ 107.00			$2,140.00
	Annual Start-up, Shutdown and Malfunction Report	Environmental Resource Analyst	3	1	3	$ 107.00			$321.00
	Emissions Inventory Report	Environmental Resource Analyst	3	1	3	$ 107.00			$321.00
	Annual Compliance Certification Report	Environmental Resource Analyst	7	1	7	$ 107.00			$749.00
	AB-32 / Title 17 Reporting	Environmental Resource Analyst	4	1	4	$ 107.00			$428.00
	California Electronic Greenhouse Gas Reporting	Environmental Resource Analyst	6	1	6	$ 107.00			$642.00
	Federal Electronic Greenhouse Gas Reporting	Environmental Resource Analyst	6	1	6	$ 107.00			$642.00
	Monthly Data Gathering for Reports	Environmental Resource Analyst	2	12	24	$ 107.00			$2,568.00
Materials $414.00	Calibration Gas (zero air + methane)						2	$ 207.00	$414.00
Outside Contracted Service $6,860.70	RES, Inc. - Landfill Surface Emissions Monitoring (cost + 10%) *(Effective for FY 15/16 surface monitoring frequency has been reduced from quarterly to annual. If monitoring results exceed regulatory limits, monitoring frequency and cost will return to quarterly.)*	Contractor		1			Lump sum	$ 6,860.70	$ 6,860.70
Fees $879.75	APCD Permit Fee (1/3 fee)						1	$ 879.75	$879.75
Mileage $80.00							80	$ 1.00	$80.00
Subtotal									$16,479.45

Stormwater Monitoring and Reporting

		Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost
	Monitoring								
Labor $4,708.00	6 wet season inspections	Environmental Resource Analyst	2	6	12	$ 107.00			$1,284.00
	Stormwater sampling - 4 sampling events (2015 SW regulations increase sampling to 4 events from 2)	Environmental Resource Analyst	1	4	4	$ 107.00			$428.00
	4 dry season inspections	Environmental Resource Analyst	2	4	8	$ 107.00			$856.00
	Conduct Annual Site Inspection	Environmental Resource Analyst	4	1	4	$ 107.00			$428.00
	Plans and Reporting								
	Conduct Annual Certification and SSMP review	Environmental Resource Analyst	8	1	8	$ 107.00			$856.00
	Complete Annual Report	Environmental Resource Analyst	8	1	8	$ 107.00			$856.00
	Storm Water Pollution Prevention Plan update	Environmental Resource Analyst	21	1	21	$ 107.00			$2,247.00
Outside Contracted Services	Laboratory Fees						4	$ 450.00	$1,800.00

Exhibit "B"

$1,880.00							560	$ 1.00	$560.00	
Mileage $560.00										$9,315.00
Subtotal										
	Gas Collection System and Flare Operation & Maintenance	Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost	
Labor $6,570.00	Landfill Gas Condensate Sump maint.	Senior Solid Waste Worker	8	4	32	$ 99.00			$ 3,168.00	
	Supervise GCS operation & maint.	SW Technical Operations Supervisor	8	2	16	$ 110.00			$ 1,760.00	
	Assist with gas flare engineering test & source test	Environmental Resource Analyst	3	2	6	$ 107.00			$ 642.00	
Materials	Flare Maintenance and repair supplies (1/3 rd cost + 10%)	Materials		1			Lump sum		$ 11,000.00	
Outside Contracted Service $7,300.54	Semi-annual flare assessment (1/3 rd cost + 10%)	Contractor		1			Lump sum		$ 2,273.34	
	Quarterly Landfill Gas Analytical (1/3 rd cost + 10%)	Contractor		4			4	$ 138.00	$552.00	
	Gas flare source test - 1/3rd cost + 10% (Testing requirements vary year to year)	Contractor		1			Lump sum	$ 1,089.00	$ 1,089.00	
	Annual Flare Destruction Efficiency Test (1/3 rd cost + 10%)	Contractor		1			Lump sum	$ 2,888.20	$ 2,686.20	
	Maintain City's air compressor quarterly (used to operate gas collection pneumatic liquid collection pumps)	Contractor		4			Qrtly	$ 175.00	$ 700.00	
Equipment rental $150.00	Man-lift for gas flare source test	Equipment		1			1	$ 150.00	$ 150.00	
Utility $2,880.00	Electricity billing	SCE utility		12				$ 240.00	$ 2,880.00	
Mileage $320.00							320	$ 1.00	$320.00	
Subtotal										$27,220.54
	Gas Collection System Monitoring	Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost	
Labor $9,792.00	Well-field balancing (monthly)	Engineering Technician	8	12	96	$ 102.00			$ 9,792.00	
Mileage $480.00							480	$ 1.00	$480.00	
Subtotal										$10,272.00
Grand Total										$75,050.91

EXHIBIT D-1

RECEIVED
2015 DEC -3 PM 1:12
VENTURA REGIONAL SANITATION DISTRICT

Agreement No. 7167-15-CM
VRSD Contract No. 15-027

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (**"Agreement"**) is made and entered into in the County of Ventura, State of California, this 8th day of June, 2015, by and between the City of Oxnard, a municipal corporation (**"City"**), and Ventura Regional Sanitation District (**"Consultant"**). City and Consultant are sometimes individually referred to as **"Party"** and collectively as **"Parties."**

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

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

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

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in **Exhibit A** attached hereto and incorporated by this reference in full herein (the **"Services"**).

2. Method of Performing Services

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

3. Standard of Performance

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

4. Nonexclusive Services

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

COUNCIL APPROVED
11/17/15 I-1 (A)
DATE

5. Coordination of Services

The Services shall be coordinated with the City Manager or designated Department Head (**"Manager"**), subject to the direction of the City Manager or Department Manager.

6. Place of Work

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

7. Correction of Errors

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

8. Time for Performance

The Services performed under this Agreement shall be completed by June 30, 2016. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Frank Kiesler as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

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

11. City's Responsibility

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

12. Term of Agreement

This Agreement shall begin on July 1, 2015, and expire on June 30, 2016.

13. Termination

a. This Agreement may be terminated by City without cause if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant without cause if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed $75,050.91 for the Services at rates provided in **Exhibit B** attached hereto and incorporated by this reference in full herein.

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

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

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

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

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to Manager. The invoice shall identify the Services by project as specified by Manager.

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

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

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services. All expenses incident to the performance of the Services shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the Services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such Services.

17. Non-Appropriation of Funds

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

18. Records

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

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

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

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

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

21. Indemnity

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

b. The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that

liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

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

22. Insurance

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

b. Consultant shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in **Exhibit INS-C.** Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in **Exhibit INS-C**.

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

23. Independent Contractor

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

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

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

24. Consultant Not Agent

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

25. Conflict of Interest

If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a **"governmental decision"** as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement.

26. Assignability of Agreement

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

27. Successors and Assigns

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

28. Fair Employment Practices

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

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

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for

employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

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

29. Force Majeure

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

30. Time of Essence

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

31. Covenants and Conditions

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

32. Governing Law

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

33. Compliance with Laws

Consultant agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the Services performed by Consultant pursuant to this Agreement.

34. Severability

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

35. Waiver

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

36. Counterparts

City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

37. Arbitration

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

38. Expenses of Enforcement

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

39. Authority to Execute

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

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

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to, Ventura Regional Sanitation District, 1001 Partridge Drive, Suite 150, Ventura, California 93003 Attention: Frank Kiesler.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, General Services Department, Oxnard, California 93030, Attention: Michael Henderson.

41. Amendment

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

42. Entire Agreement

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

CITY OF OXNARD

Greg Nyhoff, City Manager

APPROVED AS TO FORM:

For

Stephen M. Fischer, Interim City Attorney

APPROVED AS TO CONTENT:

Michael Henderson, General Services Director

APPROVED AS TO INSURANCE:

Risk Manager

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

APPROVED AS TO FORM:

ARNOLD, LaROCHELLE, MATHEWS, VANCONAS & ZIRBEL LLP

MARK ZIRBEL
Legal Counsel for DISTRICT

ATTEST:

JOSIE GUZMAN
Clerk of the Board

VENTURA REGIONAL SANITATION DISTRICT

RICK NEAL, Chairman

INTERNAL USE ONLY

Principal Analyst _____

Finance Manager _____

Director of Finance TA

Fiscal Technician _____

Exhibit A
Scope of Services

Landfill Gas Perimeter Probe Monitoring and Reporting

1. Conduct monthly perimeter landfill gas probe monitoring as required by California Code of Regulations (CCR) Title 27. Submit monthly reports to the County of Ventura Environmental Health Division.

2. Monitor the 3 on-site landfill gas detection systems located at the Clubhouse and Maintenance Tent. Calibrate as required by the manufacturer. Respond to gas alarms as needed.

Landfill Gas Surface Monitoring and Reporting

1. Coordinate with 3rd party vendor (RES Environmental) to perform surface emissions monitoring (SEM) of the surface of the landfill on an annual basis for gas emissions in accordance with the requirements of Title V Federal Operating Permit and by CCR 17. (Effective FY15/16 surface monitoring frequency has been reduced from quarterly to annual. If monitoring results exceed regulatory limits, monitoring frequency and cost will return to quarterly.

   Any leaks detected will be remediated in consultation with the City as warranted depending on the source of the leak. This may require adjustments to the gas collection system or cover maintenance.

   Follow-up inspection will be conducted on a 10 day and 30 day schedule as required in the Title V Federal Operating Permit and by CCR 17.

2. Grab landfill gas sample and test gas for component gasses quarterly.

3. Prepare Title V required semi-annual reports, semi-annual flare start-up, shutdown and malfunction reports, and annual certification reports.

4. Prepare AB32 / CCR 17 Reports.

5. Prepare Annual California and Federal Electronic Greenhouse Gas Reporting (EGERT).

6. Retain Title V and CCR 17 records.

7. Pay the Air Pollution Control District Permit Fee for Coastal Flare. 1/3 the fee cost will be charged to the City.

Storm Water Monitoring and Reporting

Conduct storm water monitoring and reporting as outlined in the City's Storm Water Pollution Prevention Plan. Note – The State of California is modifying the General Industrial Permit effective July 1st 2015 that will require an update to the City's Stormwater Pollution Prevention Plan (SWPPP).

1. Collect and analyze 4 storm water samples per year.
2. Conduct up to 6 wet season monthly inspections as required during the rainy season.
3. Conduct 4 dry weather (authorized/unauthorized) inspections of the stormwater discharge locations.
4. Conduct an annual comprehensive site inspection and evaluation of SWPPP.
5. Complete the annual report and upload to the SMARTS system to the State Water Resources Control Board.
6. Recommend updates to the SWPPP based on the comprehensive site evaluation to the City.

Gas Collection System and Flare Operations & Maintenance

1. Operate City's landfill gas (LFG) collection system.
2. Conduct quarterly sump pump maintenance.
3. Conduct LFG flare maintenance.
4. Administer semi-annual comprehensive 3rd party LFG flare maintenance.
5. Coordinate annual gas flare source test.
6. FY 2014/2015 - Oversee implementation of new LFG flare blower assembly and controls update.

Gas Collection System Monitoring

1. Conduct monthly gas collection well-field balancing.

FY 16 budget

	Landfill Gas Perimeter Probe and Structures Monitoring	Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost
	Monitoring								
Labor	Landfill Gas Perimeter Probe Monitoring	Environmental Resource Analyst	4	12	48	$ 107.00			$5,136.00
$8,346.00	Calibrate Basement gas monitoring unit	Environmental Resource Analyst	1.0	12	12	$ 107.00			$1,284.00
	Calibrate tent gas monitoring units	Environmental Resource Analyst	0.5	12	6	$ 107.00			$642.00
	Reporting								
	Prepare Monthly Report for EHD	Environmental Resource Analyst	1	12	12	$ 107.00			$1,284.00
Materials	Calibration Gas (oxygen + methane)						2	$ 207.00	$414.00
$414.00									
Equipment	GEM - Gas Monitor						12	$ 75.83	$909.96
$2,529.92	Mule - Portable Vehicle						4	$ 279.99	$1,119.96
	Misc. Supplies/Hardware						1	$ 500.00	$500.00
Mileage	Mileage						480	$ 1.00	$480.00
$480.00									
Subtotal									$11,769.92

	Landfill Gas Surface Monitoring and Reporting	Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost
	Monitoring								
Labor	Follow-up monitoring for leaks detected (contingency for any surface emissions exceedances)	Environmental Resource Analyst	4	1	4	$ 107.00			$428.00
$8,239.00	**Reporting**								
	Semi-Annual/Annual Title 5 Reports	Environmental Resource Analyst	10	2	20	$ 107.00			$2,140.00
	Annual Start-up, Shutdown and Malfunction Report	Environmental Resource Analyst	3	1	3	$ 107.00			$321.00
	Emissions Inventory Report	Environmental Resource Analyst	3	1	3	$ 107.00			$321.00
	Annual Compliance Certification Report	Environmental Resource Analyst	7	1	7	$ 107.00			$749.00
	AB-32 / Title 17 Reporting	Environmental Resource Analyst	4	1	4	$ 107.00			$428.00
	California Electronic Greenhouse Gas Reporting	Environmental Resource Analyst	6	1	6	$ 107.00			$642.00
	Federal Electronic Greenhouse Gas Reporting	Environmental Resource Analyst	6	1	6	$ 107.00			$642.00
	Monthly Data Gathering for Reports	Environmental Resource Analyst	2	12	24	$ 107.00			$2,568.00
Materials	Calibration Gas (zero air + methane)						2	$ 207.00	$414.00
$414.00									
Outside Contracted Service	RES, Inc. - Landfill Surface Emissiosn Monitoring (cost + 10%) *(Effective for FY 15/16 surface monitoring frequency has been reduced from quarterly to annual. If monitoring results exceed regulatory limits, monitoring frequency and cost will return to quarterly.)*	Contractor		1			Lump sum	$ 6,860.70	$ 6,860.70
$6,860.70									
Fees	APCD Permit Fee (1/3 fee)						1	$ 879.75	$879.75
$879.75									
Mileage							80	$ 1.00	$80.00
$80.00									
Subtotal									$16,473.45

	Stormwater Monitoring and Reporting	Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost
	Monitoring								
Labor	6 wet season inspections	Environmental Resource Analyst	2	6	12	$ 107.00			$1,284.00
	Stormwater sampling - 4 sampling events (2015 SW regulations increase sampling to 4 events from 2)	Environmental Resource Analyst	1	4	4	$ 107.00			$428.00
$4,708.00	4 dry season inspections	Environmental Resource Analyst	2	4	8	$ 107.00			$856.00
	Conduct Annual Site Inspection	Environmental Resource Analyst	4	1	4	$ 107.00			$428.00
	Plans and Reporting								
	Conduct Annual Certification and SSMP review	Environmental Resource Analyst	8	1	8	$ 107.00			$856.00
	Complete Annual Report	Environmental Resource Analyst	8	1	8	$ 107.00			$856.00
	Storm Water Pollution Prevention Plan update	Environmental Resource Analyst	21	1	21	$ 107.00			$2,247.00
Outside Contracted Services	Laboratory Fees						4	$ 450.00	$1,800.00

Exhibit "B"

$1,800.00								560	$ 1.00	$560.00
Mileage $560.00										$9,315.00
Subtotal										
	Gas Collection System and Flare Operation & Maintenance	**Position**	**Time (Hours)**	**Frequency**	**Total Hours**	**Hourly Rate**	**Unit(s)**	**Unit Cost**	**Total Cost**	
Labor $5,570.00	Landfill Gas Condensate Sump maint.	Senior Solid Waste Woker	8	4	32	$ 99.00			$ 3,168.00	
	Supervise GCS operation & maint.	SW Technical Operations Supervisor	8	2	16	$ 110.00			$ 1,760.00	
	Assist with gas flare engineering test & source test	Environmental Resource Analyst	3	2	6	$ 107.00			$ 642.00	
Materials	Flare Maintenance and repair supplies (1/3 rd cost + 10%)	Materials		1			Lump sum		$ 11,000.00	
Outside Contracted Service $7,300.54	Semi-annual flare assessment (1/3 rd cost + 10%)	Contractor		1			Lump sum		$ 2,273.34	
	Quarterly Landfill Gas Analytical (1/3 rd cost + 10%)	Contractor		4			4	$ 138.00	$552.00	
	Gas flare source test - 1/3rd cost + 10% (Testing requirements vary year to year)	Contractor		1			Lump sum	$ 1,089.00	$ 1,089.00	
	Annual Flare Destruction Efficiency Test (1/3 rd cost + 10%)	Contractor		1			Lump sum	$ 2,686.20	$ 2,686.20	
	Maintain City's air compressor quarterly (used to operate gas collection pneumatic liquid collection pumps)	Contractor		4			Qrtly	$ 175.00	$ 700.00	
Equipment rental $150.00	Man-lift for gas flare source test	Equipment		1			1	$ 150.00	$ 150.00	
Utility $2,880.00	Electricity billing	SCE utility		12				$ 240.00	$ 2,880.00	
Mileage $320.00							320	$ 1.00	$320.00	
Subtotal										$27,220.54
	Gas Collection System Monitoring	**Position**	**Time (Hours)**	**Frequency**	**Total Hours**	**Hourly Rate**	**Unit(s)**	**Unit Cost**	**Total Cost**	
Labor $9,792.00	Well-field balancing (monthly)	Engineering Technician	8	12	96	$ 102.00			$ 9,792.00	
Mileage $480.00							480	$ 1.00	$480.00	
Subtotal										$10,272.00
Grand Total										$75,050.91

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CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Info/Consent** **AGENDA ITEM NO.: 7**

DATE: March 5, 2019

TO: City Council

FROM: Rosemarie Gaglione
Public Works Director

SUBJECT: Second Amendment to Agreement for Supplemental Waste Transfer Hauling.

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

RECOMMENDATION:

That City Council approves and authorizes the Mayor to execute a Second Amendment to Agreement No. 7978-17-PW with Finish Line Transport, to:
1. Extend the term to May 8, 2021; and
2. Add $150,000; increasing the agreement value from $210,000 to $360,000.

(Public Works and Transportation Committee approved 3-0)

BACKGROUND

Since opening the Del Norte Regional Recycling and Transfer Station (Del Norte) in October of 1996, the Environmental Resources (ER) Division has contracted with firms to provide waste transfer hauling services to supplement the City's transfer operation. Operational and fiscal analyses have demonstrated that augmenting the City's transfer operation with outside, supplemental haulers is the most efficient and cost-effective means of complying with State permit mandates. To guarantee an uninterrupted hauling schedule, the City typically assigns primary, secondary and sometimes tertiary hauling contracts.

On January 5, 2018, through a competitive bid process, the City executed Agreement No. 7978-17-PW with Finish Line Transport as a secondary hauling contractor for an amount not to exceed $25,000 and for a term ending on November 30, 2020. On February 20, 2018, the City Council approved a First Amendment to the Finish Line agreement adding $185,000 to the agreement for added services for hauling and disposal of Waste Water biosolids at the Toland Road Landfill.

DISCUSSION

To comply with permit mandates and ensure that the City has sufficient options for the transfer operation; staff recommends extending the Finish Line agreement and providing necessary funds through the new agreement term. If a primary vendor is unavailable and no back-up agreements have been authorized, the Environmental Resources Division will have no choice but to use its in-house fleet. Fleet drivers will invariably require overtime pay because of the longer shifts needed to cope with the added waste volume.

The Second Amendment would extend the term to May 8, 2021 and add $150,000 for supplemental waste transfer hauling from Del Norte to contracted landfills and organic processors; increasing the agreement value from $210,000 to $360,000.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

Sufficient funds are available in the Environmental Resources Enterprise Fund Supplemental Waste Hauling (Account Number 631-6314-842-8281) to cover for the cost of supplemental transfer hauling by Finish Line Transport for the remaining period of Fiscal Year 2018-19. The annual cost of upcoming fiscal year for supplemental hauling service for will be included in the recommended budget for Fiscal Year 2019-20.

COMMITTEE OUTCOME

The Public Works and Transportation Committee voted 3-0 on February 12, 2019 to recommend the City Council approve all staff recommendations.

Prepared by Grant Dunne, Management Analyst III

ATTACHMENTS:

Attachment A - Second Amendment to Agreement 7978-17-PW

Agreement No. 7978-17-PW

SECOND AMENDMENT TO AGREEMENT FOR TRADE SERVICES

This Second Amendment ("Second Amendment") to the Agreement for Trade Services ("Agreement") is made and entered into in the County of Ventura, State of California, this ____ day of _____, 2019, by and between the City of Oxnard, a municipal corporation ("City"), and Finish Line Transport, Inc. dba Central Coast Transport ("Vendor"). This Second Amendment amends the Agreement entered into on January 5, 2018, by City and Vendor. This agreement was previously amended on February 20, 2018 by the First Amendment.

City and Vendor agree as follows:

1. In Section 3 of the Agreement, the date of "November 30, 2020," is deleted and replaced with the date of "May 8, 2021."

2. In Section 4 of the Agreement, the figure "$210,000" is deleted and replaced with the figure "$360,000.

3. Section 4a of the Agreement is deleted in its entirety and replaced with the following:

   "The Station to each of the following landfills or facilities for the rates per ton hauled: Simi Valley Landfill $13.00 per ton hauled; Toland Road Landfill $12.00 per ton hauled; Agromin Organics Recycling at Limoneira Farms $11.00 per ton hauled; Agromin Organics Recycling at Simi Valley Landfill $14.00 per ton hauled; Chiquita Canyon Landfill $17.00 per ton hauled."

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

[Signatures on next page]

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

CITY OF OXNARD

☒ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ _____, Buyer

ATTEST:

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

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) 1/23/19 Date

FINISH LINE TRANSPORT, INC. dba CENTRAL COAST TRANSPORTS

John Clift, Chief Executive Officer[2] 1/25/19 Date

Carter Clift, Assistant Secretary 1-25-19 Date

[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

[2] The City requires the following for any contract:

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

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

CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Report** **AGENDA ITEM NO.: 1**

DATE: March 5, 2019

TO: City Council

FROM: Jeffrey Lambert
Development Services Director

SUBJECT: Exception Finding for Villa Las Brisas Renovation Project Located at 1700 East Fifth Street. (5/10/10)

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

RECOMMENDATION:

That the City Council find that the proposed renovation of Villa Las Brisas farmworker employee housing facility located at 1700 East Fifth Street is needed in the interest of the public health, safety, and welfare and qualifies for the exception under Oxnard City Code (OCC) Section 16-511, "Exemptions." (The Housing and Economic Committee approved 3-0).

BACKGROUND

The 1700 East Fifth Street property is located west of the Rose Avenue/Fifth Street intersection along the south side of Fifth Street. The camp was established by the Triple S Labor Association in 1952 when building permits were issued for 13 dormitories, restroom building, superintendent's office and residence, one carport, and dining hall with a kitchen. The facility is designed to house up to 500 farmworkers who are mostly employed through the H2A Visa program designed to provide seasonal agricultural workers with safe and sanitary housing, transportation, and food. No families reside at the facility. The new owner and applicant, Reiter Affiliated Companies (Reiter), is a family-owned Oxnard-based local farming company and is voluntarily upgrading the facility.

The 13 one-story dormitory buildings are each about 80 feet by 24 feet, each dormitory building has five rooms, each dormitory room is approximately 16 feet x 24 feet in dimension, and each room is designed to accommodate between four to eight persons. All of the buildings are constructed of concrete walls with flat concrete roofs. Most seasonal residents will not have

private vehicles and would typically arrive by commercial bus or train and take Reiter-provided shuttle buses to work sites. Attachment A is an aerial photo showing the location and existing buildings. Attachment B is a photo of one of the dormitory buildings.

At its February 12, 2019 meeting, the Housing and Economic Development Committee recommended 3:0 that the City Council make the proposed finding as presented.

ANALYSIS

The property is designated Central Industrial Area in the 2030 General Plan with a zone designation of Heavy Manufacturing, neither of which allow residential uses. The property's employee housing use is considered legal non-conforming and subject to OCC Sections 16-505 to 16-515, "Nonconforming Uses," that have the intent to not extend nonconforming uses but also allow for maintenance provided there is no expansion of the nonconforming use. The OCC has an exception provision (OCC §16-511) that allows for more extensive rehabilitation for health, welfare, and safety purposes. Staff has determined that health, welfare, and safety exemption finding is required because the proposed renovations are extensive in value compared to the original development costs, will significantly extend the useful life of the facility, and involve new construction of a separate woman's restroom.

A summary of the proposed improvements identified on the applicant's project plans includes: demolition of a storage shed, carport, and portions of a roof overhang; installation of new sewer and water lines; replacement lighting and renovated heating and electrical service, resurfacing and striping of the parking lot that includes a shuttle bus loading zone; improved ADA access, refurbished men's restroom; construction of a new women's restroom, recreation room, and dining room; replacement fencing and entrance gates; replacement signage; new trash enclosure to City standards; and new and replacement water-conserving landscaping along Fifth Street. Onsite drainage improvements will be made through minor on site grading. New roofing, windows, and door frame improvements will occur on existing buildings; replacement lighting and renovated heating will also occur. Smoke and fire alarms will be installed to the satisfaction of the Fire Department. A grassy field for recreational purposes is also proposed towards the southerly portion of the project site. All improvements are intended to comply with Federal and State OSHA living standards for the H2A "guest worker" program. Attachment C is the applicant's initial set of conceptual improvement site plan and typical building plan.

The 2013-2021 Mid-Cycle Housing Element include Program 9, "Farmworker Housing Program," specifically directs the City to support rehabilitation and continued use of farmworker housing, including this facility. Attachment D is the Farmworker Housing Program text from the City's Housing Element.

The proposed renovation is considered an exempt activity under the California Environmental Quality (CEQA).

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 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.

Objective 2b. Improve relationships and communication between the City and the business community.

Objective 2c. Capitalize on historic, cultural and natural resources.

Objective 2d. Public safety will collaborate with the business community to promote an environment that supports economic development.

Goal 3. Enhance business retention and attraction.

FINANCIAL IMPACT

The permit application fees, deposited to General Fund Planning and Zoning Fees (account 101-4101-555-7381) will cover staff and expenses related to reviewing the project and public notifications, which is included annual operating budget of General Fund Development Services Planning Department.

Prepared by Chris Williamson, Consulting Planner and Kathleen Mallory, Planning & Environmental Service Manager

ATTACHMENTS:

ATTACHMENTS A to D

ATTACHMENT "A"

Aerial Photo of Villa Las Brisas

ATTACHMENT "B"

Photos of Dormitory Buildings

11

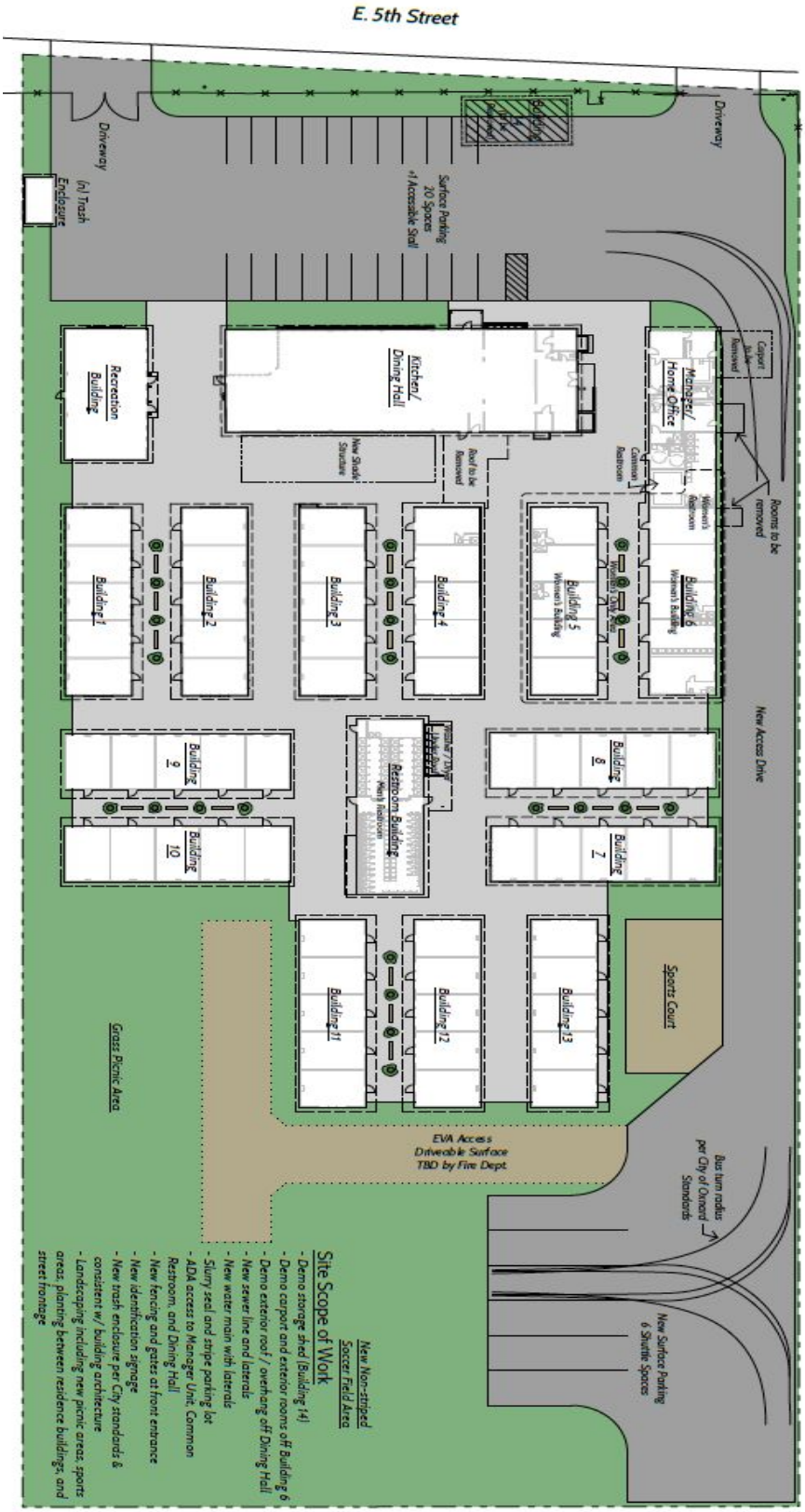
12

15

16

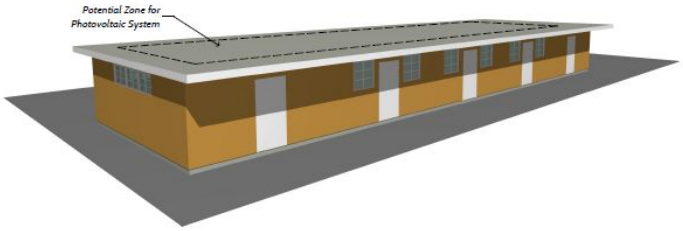
ATTACHMENT "C"

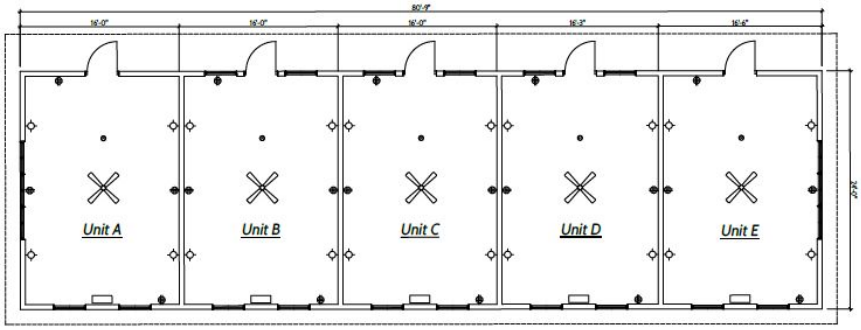
Conceptual Site Plan and Building Plan



Existing Structure
- Concrete slab on grade
- Concrete interior and exterior tilt up walls
- Concrete poured in place roof

Scope of Work
- Reroof building
- Paint building exterior
- Paint building interior
- Restore door frame
- Replace door/weatherstrip/threshold/hardware
- Replace existing windows with casement windows to meet H2A requirements
- Add fourplex receptacles
- Hardwire smoke & carbon monoxide detectors in each dwelling unit
- Service gas space heater as necessary
- Replace interior lighting w/ LED
- Repair or replace ceiling fan as necessary
- Add window blinds
- (Optional) Provide PV & battery system for ZNE Building





Typical Residence Building Plan
Scale: 1/8"=1'-0"

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ATTACHMENT "D"

Housing Element Program 9 "Farmworker Housing Program"

Table G-2. Housing Element Implementation Programs

Program	Objective (quantified/qualified)	Implements Policy	Implementation by: Completed	2017	2018	2019	2020-2021	Ongoing
Program 9: **Farmworker Housing Program** **Responsibility: Development Services, Economic Development, Housing Department** **Funding: General Fund, SGC AHSC Grant (Cap &Trade) EDC set-aside for highly-qualified census tracts** **Time Frame: Initiate historic evaluation of the Camp Vanessa camp and prepare brochure by 2016; Amend Zoning Code to comply with Employee Housing Act by 2018; continue to participate with House Farmworkers stakeholders and their projects and meet with the group at least twice per year**	Review and pursue farmworker housing opportunities. Amend the Zoning Code to comply with state law regarding Employee (farmworker) Housing. At least three projects to be at least in pre-development planning with a qualified nonprofit developer.	2.1 2.8 3.1			■			■

Agricultural activities in the Oxnard area are in year-round production. Most of the farmworker labor force is permanent and lives in traditional housing units or mobile homes, although many of these units are overcrowded and/or have converted garages to additional rooms. The Housing Department will continue to seek development partners and funding that focus on affordable farmworker housing development. In addition, the City will provide assistance to the farming community and housing developers in obtaining loans and grants and processing applications for the rehabilitation and/or establishment of new farm labor housing under USDA Rural Development and California Department of Housing and Community Development programs and the new SGC AHSC Grant (Cap &Trade) EDC set-aside for five highly-qualified Oxnard census tracts. The five highly qualified tracts are 6111004902, 6111009100, 6111004715, 6111004704, and 6111003900.

The City will develop by 2018 an informational brochure explaining options, the permitting process, and possible funding sources for the development of a range of farmworker housing uses. The City will continue to work with farmworker stakeholders and the nonprofit community to discuss possible options for locating suitable and available sites for farmworker housing. The City's zoning, development standards, and processing requirements encourage and facilitate all types of housing for farmworkers (i.e., multifamily, single-room occupancy, second units, manufactured homes, migrant centers, etc.). In order to fully comply with the state Employee Housing Act (Health and Safety Code Sections 17021.5 and 17021.6) the City will amend its Zoning Code to allow farmworker employee housing in the C-R, M-L, M-1 and M-2 zones because those zones allow agriculture in that manner. The zone text amendment will also document that farmworkers may live together as a household in all zoning districts where single-family is allowed in the same way single-family housing is allowed.

The City will work with farmworker housing proponents to develop housing and permit processes that meet the requirements of H2A Guest Farmworker program. The City will also conduct a historic evaluation of the Camp Vanessa "Bracero" farm labor facility and investigate the merits and environmental issues related to changing its land use designation in order for the camp to become a legal use and thus eligible for rehabilitation and continue use .

The City will work with farmworker housing proponents to develop housing and permit processes that meet the requirements of H2A Guest Farmworker program. The City will also conduct a historic evaluation of the Camp Vanessa "Bracero" farm labor facility and investigate the merits and environmental issues related to changing its land use designation in order for the camp to become a legal use and thus eligible for rehabilitation and continue use.

VILLA LAS BRISAS EMPLOYEE HOUSING (FARM LABOR CAMP) 1700 E. FIFTH STREET

Kathleen Mallory
Planning & Environmental Services Manager

March 5, 2019

CITY OF OXNARD CALIFORNIA

LOCATION

1700 East Fifth Street

CITY OF OXNARD CALIFORNIA

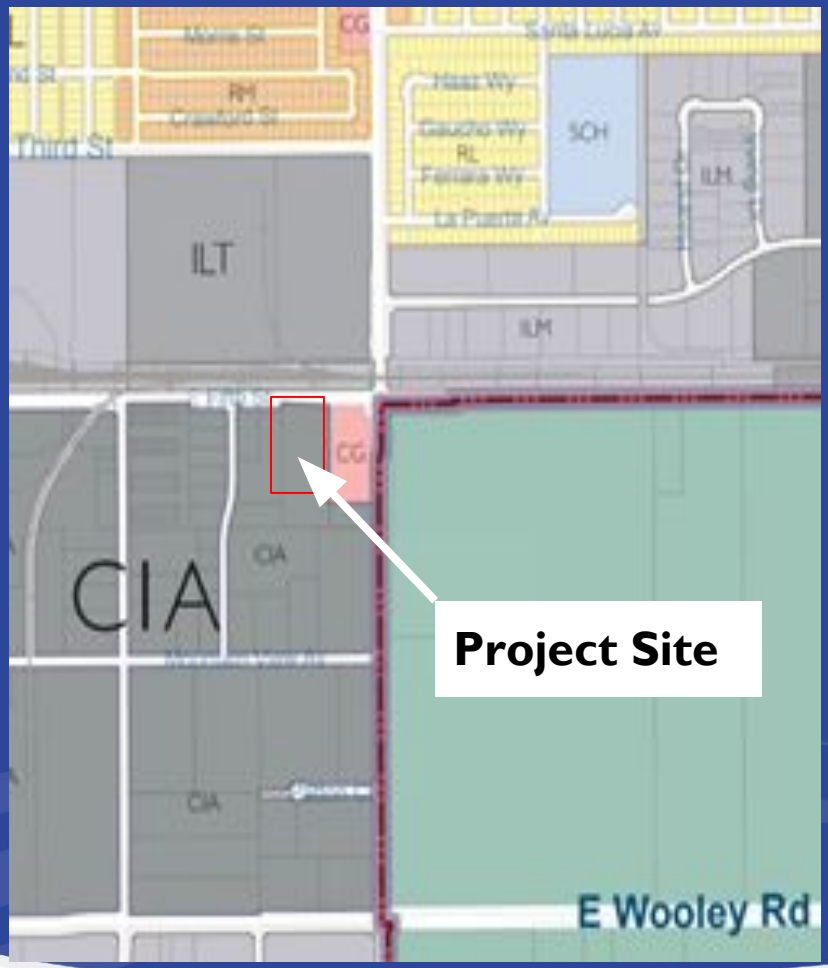
PROJECT REQUEST

- Voluntary renovation of Villa Las Brisas farmworker employee housing facility.

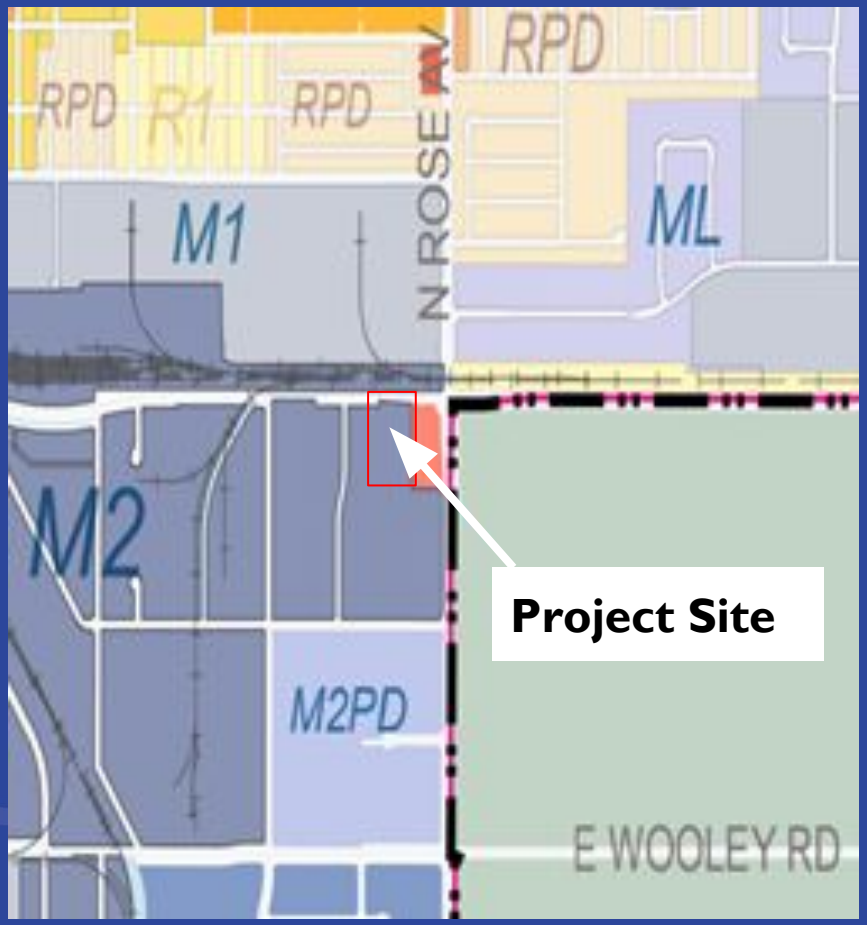
- Subcommittee recommend that the City Council find that the proposed renovation is needed in the interest of the public health, safety, and welfare and qualifies for the exception under Oxnard City Code (OCC) Section 16-511, "Exemptions".

GENERAL PLAN AND ZONING

2030 General Plan –
CIA – Central Industrial Area



Zoning Map Designation
M-2 – Heavy Industrial



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2013-2021 HOUSING ELEMENT

Supports Continuation of Use on Property.

- Program 9- "Farmworker Housing Program" - Review and pursue farmworker housing opportunities.

- Program 9 - speaks to supporting rehabilitation and continued use of farmworker housing, including this facility.

BACKGROUND

- Use established in 1952.
- Since this time minor plumbing and electrical upgrades, repairs, and County Health Department required kitchen facility upgrades.
- Currently houses 500 farmworkers. Communal restroom and dining facilities.
- Primarily H2A Visa workers.
- State Housing & Community Development inspects and sets maximum occupancy.
- Residents primarily arrive by commercial bus or train and shuttle buses to work sites.

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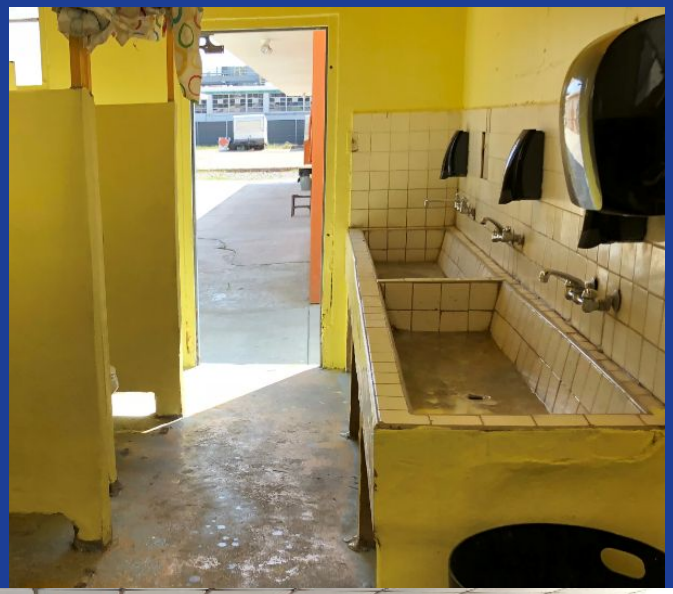
EXISTING FACILITY



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PROJECT DESCRIPTION

- No expansion.
- Refurbish 13 existing dormitories, men's restroom building, recreation building, kitchen/dining hall, and manager residence/office.
- Handicap accessibility improvements.
- Demolish unnecessary small structures.
- Construct new women's restroom within existing dormitory.
- Replacement fencing, lighting, heating, windows.
- Install sewer/water lines.
- Trash enclosure, shuttle bus parking lot.
- Repave and re-stripe parking and drive aisles.
- Replace and/or add landscaping.

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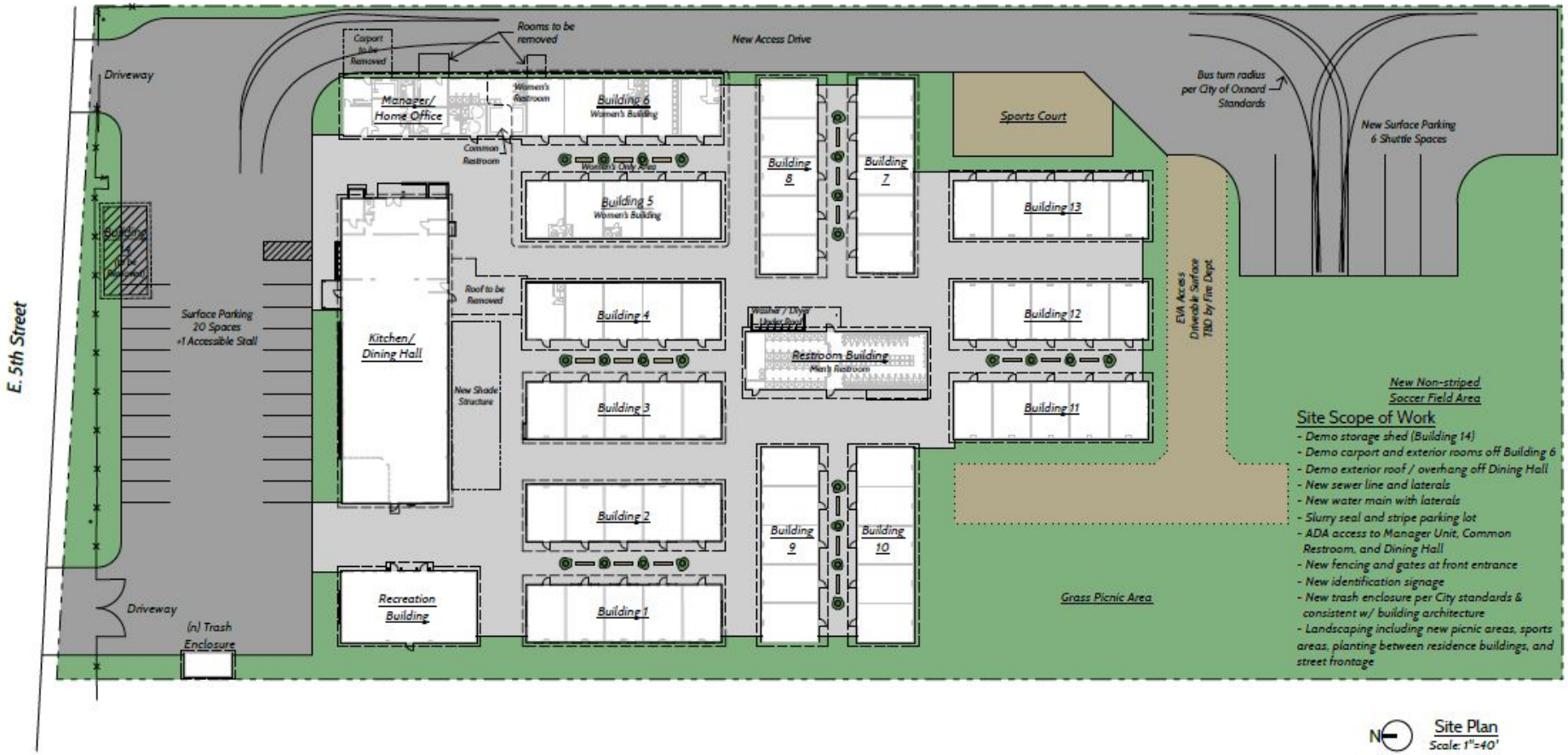
PROPOSED PROJECT



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Site Plan
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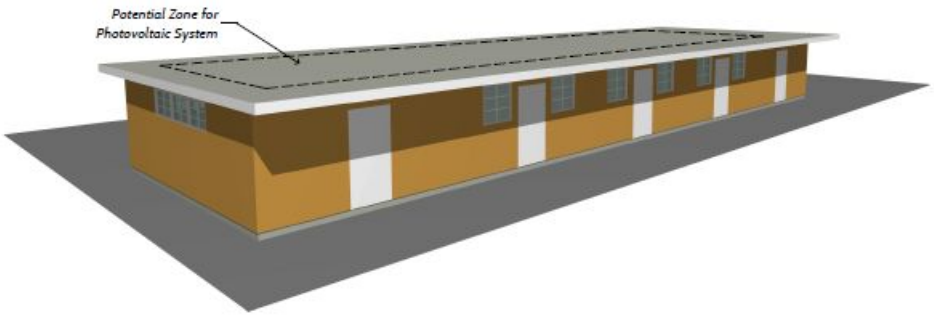
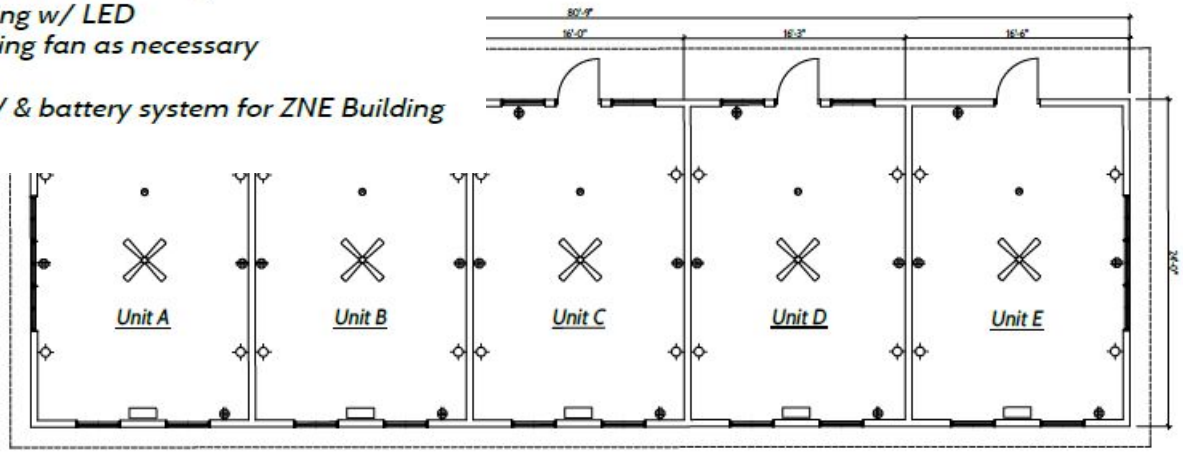
PROPOSED PROJECT

Scope of Work

- Reroof building
- Paint building exterior
- Paint building interior
- Restore door frame
- Replace door/weatherstrip/threshold/hardware
- Replace existing windows with casement windows to meet H2A requirements
- Add fourplex receptacles
- Hardwire smoke & carbon monoxide detectors in each dwelling unit
- Service gas space heater as necessary
- Replace interior lighting w/ LED
- Repair or replace ceiling fan as necessary
- Add window blinds
- (Optional) Provide PV & battery system for ZNE Building





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HOUSING & ECONOMIC DEVELOPMENT COMMITTEE RECOMMENDATION

- Considered matter on Feb. 12th
- Public comments in support.
- Voted 3:0 to recommend that the City Council find that the proposed renovation is needed in the interest of the public health, safety, and welfare and qualifies for the exception under Oxnard City Code (OCC) Section 16-511, "Exemptions".

CITY OF OXNARD CALIFORNIA

ENVIRONMENTAL REVIEW

- Project considered Categorically Exempt subject to a Classes 1, 3 and 4 exemption per California Environmental Quality Act (CEQA)
  - Operation, repair, maintenance, or minor alteration of existing structures not expanding existing uses.
  - New construction of limited small new facilities...conversion of use of small existing structures.
  - Minor alterations...grading, gardening and landscaping that do not affect sensitive resources.

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RECOMMENDATION

That the Council find that the proposed renovation is needed in the interest of the public health, safety, and welfare and qualifies for the exception under Oxnard City Code (OCC) Section 16-511, "Exemptions".

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QUESTIONS